

Veazie Town Council

Council Meeting

July 9, 2018 at 6:30 PM

AGENDA

ITEM 1:

Call to Order

ITEM 2:

Secretary to do the Roll Call

ITEM 3:

Pledge of Allegiance

ITEM 4:

Consideration of the Agenda

TITEM 5:

Approval of the June 25, 2018 Regular Council meeting Minutes

ITEM 6:

Comments from the Public

New Business:

ITEM 7:

Auditor Approval

ITEM 8:

Council Goals and Objectives for FY 2018-2019

ITEM 9:

Re-appointments

A. Tax Assessor

B. Code Enforcement, Building Inspector, Local Plumbing Inspector, Addressing Officer and E-

911 Officer

C. Alternate Code Enforcement Officer

D. Planning Board

E. Conservation Commission

F. Board of Appeals

Old Business

ITEM 10:

Lou Silver Contract Discussion

ITEM 11:

Manager's Report

ITEM 12:

Comments from the Public

ITEM 13:

Request for information and Town Council Comments

ITEM 14:

Review and Signature of AP Town Warrant #25, #26 and #1. Town Payroll # 1. School Payroll

warrant 1 and School Warrant #1

ITEM 15:

Adjournment

Chris Bagley
16 Silver Ridge
cbagley@veazie.net

573-1300

991-7612

David King 1081 Main St. 942-3182

Agenda Items For July 9, 2018 Council Meeting

The following are brief explanations of some of the items on the agenda:

ITEM 5: Minutes from the previous meeting will be reviewed.

Suggested Motion-I motion we approve the minutes as presented.

ITEM 7: Council will review an engagement letter between Brantner, Thibodeau and Associates for FY 2017-2018 end of year audit.

Suggested Motion: I motion we authorize Council Chairman Bagley and Manager Leonard to sign the engagement letter between the Town and Brantner, Thibodeau and Associates so they can complete the FY 2017-2018 end of year audit.

ITEM 8: Council will review prior year goals and objectives and begin the process to set goals and objectives for FY 2018-2019.

ITEM 9A: Assessor Benjamin Birch is up for reappointment as Tax Assessor. Staff recommends that Assessor Birch be reappointed to the position.

Suggested Motion: I motion we appoint Ben Birch to the position of Tax Assessor for the term of 1 year

ITEM 9B: John Larson is up for reappointment as the Town's Code Enforcement Officer, Building Inspector, Local Plumbing Inspector, Addressing Officer and E-911 Officer. Staff recommends he be reappointed to these positions.

Suggested Motion: I motion we appoint John Larson to the position(s) of Code Enforcement Officer, Building Inspector, Local Plumbing Inspector, Addressing Officer and E-911 Officer for the term of 1 year.

ITEM 9C: John Ellis is up for reappointment as the Town's Alternate Code Enforcement Officer. Staff recommends the appointment.

Suggested Motion: I motion we appoint John Ellis to the position of Alternate Code Enforcement Officer for the term of 1 year.

ITEM 9D: Andrew Brown and Donald MacKay are up for reappointment to the Planning Board. Staff recommends the appointments.

Agenda Items For July 9, 2018 Council Meeting

Suggested Motion: I motion we appoint Andrew Brown and Donald MacKay to the position of Planning Board for the term of 3 years

ITEM 9E: Andrew Brown and James Killarney are up for reappointment to the Conservation Commission. Staff recommends the appointments.

Suggested Motion: I motion we appoint Andrew Brown and James Killarney to the position of Conservation Commission for the term of 3 years

ITEM 9F: James Brann is up for reappointment to the Board of Appeals. Staff recommends the appointment.

Suggested Motion: I motion we appoint James Brann to the Board of Appeals for a term of 3 years.

ITEM 10: Council will review changes made to contract since last meeting.

Veazie Town Council Meeting June 25th, 2018

Members Present: Chairman Chris Bagley, Councilor David King, Councilor Paul Messer, Councilor Michael Reid, Councilor Jeff Manter, Town Manager Mark Leonard, Council Secretary Julie Strout, Dean Bennett, Barney Silver and various members of the public.

ITEM 1: Call to order

Chairman Bagley called the meeting to order at 6:30 pm.

ITEM 2: Secretary to do the roll call:

All present

ITEM 3: Pledge of Allegiance

ITEM 4: Consideration of the Agenda

Manager Leonard wanted to add Item #13A Managers Report.

ITEM 5: Approval of the June 12th, 2018 Regular Council Meeting Minutes, June 12th, 2018 Town Meeting Minutes and June 15th, 2018 Special Meeting Minutes.

Councilor Paul Messer made a motion, seconded by Councilor Jeff Manter to approve the June 12th, 2018 Regular Council Meeting Minutes as written. Voted 4-0-1. Motion carried. Councilor King abstained.

Councilor Paul Messer made a motion, seconded by Councilor Jeff Manter to approve the June 12th, 2018 Town Meeting Minutes as written. Voted 4-0-1. Motion carried. Councilor King abstained.

Councilor Paul Messer made a motion, seconded by Councilor David King to approve the June 15th, 2018 Special Council Meeting Minutes as written. Voted 3-0-1. Motion carried. Councilor Manter abstained.

ITEM 6: Comments from the Public

Resident Frank St.Louis shared his concern about the railroad crossing on Main St. and wanted to know who is responsible to fix it. Manager Leonard has contacted the railroad maintenance dept. and they are supposed to be working on a solution.

Resident Karen Walker wanted to add Ayers Falls as a suggested name for the park and had some concerns on how the town information is getting into the hands of the citizens.

New Business:

ITEM 7: Public Hearing on updated Comprehensive Plan

Councilor Paul Messer made a motion, seconded by Councilor Jeff Manter to go into the Public Hearing on the Town's Updated Comprehensive Plan. Voted 5-0-0. Motion carried. Dean Bennett was here for any questions to be answered. Manager Leonard thanked all who were involved and stated they all did an outstanding job.

Councilor Jeff Manter made a motion, seconded by Councilor Paul Messer to come out of the Public Hearing. Voted 5-0-0. Motion carried.



ITEM 8: Acceptance of Updated Comprehensive Plan

Councilor Paul Messer made a motion, seconded by Councilor David King to accept the updated comprehensive plan. Voted 5-0-0. Motion carried.

ITEM 9: Mobile Home Park Fee Schedule

Councilor Paul Messer made a motion, seconded by Councilor Jeff Manter to accept the mobile home park fee schedule as presented. Voted 5-0-0. Motion carried.

ITEM 10: MMA Elections

Councilor Paul Messer made a motion, seconded by Councilor Jeff Manter to vote for Thomas Perry for MMA's Legislative Policy Committee. Voted 5-0-0. Motion carried.

ITEM 11: Naming of Park

Councilor David King made a motion to name the park Riverside Park, there wasn't a second. Motion failed.

Councilor Paul Messer made a motion, seconded by Councilor Michael Reid to name the park at the end of Veazie Street as the Veazie Riverside Park, Voted 5-0-0, Motion carried.

ITEM 12: End of Year Budget Transfers

- A. Councilor Jeff Manter made a motion, seconded by Councilor David King to transfer \$2,500.00 from Fixed Cost account 800-40-120 (Street Sweeping) to reserve account 10-4035-00 (Street/Drain Cleaning) Voted 5-0-0. Motion carried.
- B. Councilor Paul Messer made a motion, seconded by Councilor David King to transfer \$2,500.00 from Fixed Cost account 800-40-130 (Drain Cleaning) to reserve account 10-4035-00 (Street/Drain Cleaning). Voted 5-0-0. Motion carried.
- C. Councilor Michael Reid made a motion, seconded by Councilor Paul Messer to transfer \$3,000.00 from account 100-50-010 (Legal Fees) to a reserve account to be named Legal Fees. Voted 5-0-0. Motion carried.
- D. Councilor Jeff Manter made a motion, seconded by Councilor Paul Messer to transfer \$9,000.00 from account 500-40-093 (Recreation Community Program) to account 30-3065-00 (Tennis Court Maintenance). Voted 5-0-0. Motion carried.
- E. Councilor Michael Reid made a motion, seconded by Councilor Paul Messer to transfer \$2,000.00 from account 500-40-093 (Recreation Community Program) to account 10-4060-00 (Veazie Days). Voted 5-0-0. Motion carried.
- F. Councilor Jeff Manter made a motion, seconded by Councilor Paul Messer to transfer \$2,500.00 from account 550-95-105 (Economic Development) to capital projects account 30-3070-00 (Economic Development). Voted 5-0-0. Motion carried.
- G. Councilor Paul Messer made a motion, seconded by Councilor Jeff Manter to transfer \$6,000.00 from account 800-40-130 (Highway Maintenance) to account number 30-3073-00 (Highway Projects). Voted 5-0-0. Motion carried.

Old Business:

ITEM 13: Lou Silver Contract Discussion

After much discussion, Manager Leonard will provide another draft copy to the Council for the July 9th meeting.

ITEM 13A: Manager's Report

Manager Leonard reviewed his report with the Councilor's.

ITEM 14: Comments from the Public

None.

ITEM 15: Requests for information and Town Council Comments

Chairman Bagley asked about the condition of the tennis courts.

ITEM 16: Review & sign of AP Town Warrant #24, Town Payroll #26, School Payroll

Warrant #25 and AP School Warrant #25.

The warrants were circulated and signed.

ITEM 17: Adjournment

Councilor David King motioned to adjourn.

Councilor Paul Messer seconded. No discussion. Voted 5-0-0. Motion carried.

Adjourned at 7:38pm

True Copy Attest

Julie Strout, Deputy Clerk





674 Mt. Hope Avenue • Suite 1 • Bangor, ME 04401-5662 • (207) 947-3325 • FAX (207) 945-3400 Email: bta@btacpa.com

June 21, 2018

Town Council and Mark Leonard, Town Manager Town of Veazie 1084 Main Street Veazie, ME 04401

We are pleased to confirm our understanding of the services we are to provide the Town of Veazie, Maine for the year ended June 30, 2018. We will audit the financial statements of the governmental activities, each major fund, and the aggregate remaining fund information, including the related notes to the financial statements, which collectively comprise the basic financial statements of the Town of Veazie, Maine as of and for the year ended June 30, 2018. Accounting standards generally accepted in the United States of America provide for certain required supplementary information (RSI), such as management's discussion and analysis (MD&A), to supplement the Town of Veazie, Maine's basic financial statements. Such information, although not a part of the basic financial statements, is required by the Governmental Accounting Standards Board who considers it to be an essential part of financial reporting for placing the basic financial statements in an appropriate operational, economic, or historical context. As part of our engagement, we will apply certain limited procedures to the Town of Veazie, Maine's RSI in accordance with auditing standards generally accepted in the United States of America. These limited procedures will consist of inquiries of management regarding the methods of preparing the information and comparing the information for consistency with management's responses to our inquiries, the basic financial statements, and other knowledge we obtained during our audit of the basic financial statements. We will not express an opinion or provide any assurance on the information because the limited procedures do not provide us with sufficient evidence to express an opinion or provide any assurance. The following RSI is required by generally accepted accounting principles and will be subjected to certain limited procedures, but will not be audited:

- Management's Discussion and Analysis.
- Budgetary Comparison Schedules.
- Pension Liability and Contributions Schedules.
- 4) OPEB Liability and Contributions Schedules.

We have also been engaged to report on supplementary information other than RSI that accompanies the Town of Veazie, Maine's financial statements. We will subject the following supplementary information to the auditing procedures applied in our audit of the financial statements and certain additional procedures, including comparing and reconciling such information directly to the underlying accounting and other records used to prepare the financial statements or to the financial statements themselves, and other additional procedures in accordance with auditing standards generally accepted in the United States of America, and we will provide an opinion on it in relation to the financial statements as a whole, in a report combined with our auditor's report on the financial statements:

- 1) Schedule of Expenditures of Federal Awards.
- 2) Combining Statements for Non-major Governmental Funds.
- 3) Budget and Actual Schedule for School Department's General Fund.
- 4) Combining Schedules for Special Revenue Funds, Capital Projects Funds, and Agency Funds.
- Property Valuation, Assessments, and Appropriations Schedule.
- 6) MEFS Reconciliation Schedule.

Audit Objectives

The objective of our audit is the expression of opinions as to whether your financial statements are fairly presented, in all material respects, in conformity with U.S. generally accepted accounting principles and to report on the fairness of the supplementary information referred to in the second paragraph when considered in relation to the financial statements as a whole. Our audit will be conducted in accordance with auditing standards generally accepted in the United States of America and the standards for financial audits contained in Government Auditing Standards, issued by the Comptroller General of the United States, and will include tests of the accounting records of the Town of Veazie, Maine and other procedures we consider necessary to enable us to express such opinions. We will issue a written report upon completion of our audit of the Town of Veazie, Maine's financial statements. Our report will be addressed to the Town Council of the Town of Veazie, Maine. We cannot provide assurance that unmodified opinions will be expressed. Circumstances may arise in which it is necessary for us to modify our opinions or add emphasis-of-matter or other-matter paragraphs. If our opinions are other than unmodified, we will discuss the reasons with you in advance. If, for any reason, we are unable to complete the audit or are unable to form or have not formed opinions, we may decline to express opinions or issue reports, or may withdraw from this engagement.

We will also provide a report (that does not include an opinion) on internal control related to the financial statements and compliance with the provisions of laws, regulations, contracts, and grant agreements, noncompliance with which could have a material effect on the financial statements as required by *Government Auditing Standards*. The report on internal control and on compliance and other matters will include a paragraph that states (1) that the purpose of the report is solely to describe the scope of testing of internal control and compliance, and the results of that testing, and not to provide an opinion on the effectiveness of the entity's internal control on compliance, and (2) that the report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering the entity's internal control and compliance. The paragraph will also state that the report is not suitable for any other purpose. If during our audit we become aware that the Town of Veazie, Maine is subject to an audit requirement that is not encompassed in the terms of this engagement, we will communicate to management and those charged with governance that an audit in accordance with U.S. generally accepted auditing standards and the standards for financial audits contained in *Government Auditing Standards* may not satisfy the relevant legal, regulatory, or contractual requirements.

Audit Procedures—General

An audit includes examining, on a test basis, evidence supporting the amounts and disclosures in the financial statements; therefore, our audit will involve judgment about the number of transactions to be examined and the areas to be tested. An audit also includes evaluating the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluating the overall presentation of the financial statements. We will plan and perform the audit to obtain reasonable assurance about whether the financial statements are free of material misstatement, whether from (1) errors, (2) fraudulent financial reporting, (3) misappropriation of assets, or (4) violations of laws or governmental regulations that are attributable to the government or to acts by management or employees acting on behalf of the government. Because the determination of abuse is subjective, *Government Auditing Standards* do not expect auditors to provide reasonable assurance of detecting abuse.

Because of the inherent limitations of an audit, combined with the inherent limitations of internal control, and because we will not perform a detailed examination of all transactions, there is a risk that material misstatements may exist and not be detected by us, even though the audit is properly planned and performed in accordance with U.S. generally accepted auditing standards and *Government Auditing Standards*. In addition, an audit is not designed to detect immaterial misstatements or violations of laws or governmental regulations that do not have a direct and material effect on the financial statements. However, we will inform the appropriate level of management of any material errors, fraudulent financial reporting, or misappropriation of assets that comes to our attention. We will also inform the appropriate level of management of any violations of laws or governmental regulations that come to our attention, unless clearly inconsequential, and of any material abuse that comes to our attention. Our responsibility as auditors is limited to the period covered by our audit and does not extend to later periods for which we are not engaged as auditors.

Our procedures will include tests of documentary evidence supporting the transactions recorded in the accounts, and may include direct confirmation of receivables and certain other assets and liabilities by correspondence with selected individuals, funding sources, creditors, and financial institutions. We will request written representations from your attorneys as part of the engagement, and they may bill you for responding to this inquiry. At the conclusion of our audit, we will require certain written representations from you about your responsibilities for the financial statements; compliance with laws, regulations, contracts, and grant agreements; and other responsibilities required by generally accepted auditing standards.

Audit Procedures—Internal Control

Our audit will include obtaining an understanding of the government and its environment, including internal control, sufficient to assess the risks of material misstatement of the financial statements and to design the nature, timing, and extent of further audit procedures. Tests of controls may be performed to test the effectiveness of certain controls that we consider relevant to preventing and detecting errors and fraud that are material to the financial statements and to preventing and detecting misstatements resulting from illegal acts and other noncompliance matters that have a direct and material effect on the financial statements. Our tests, if performed, will be less in scope than would be necessary to render an opinion on internal control and, accordingly, no opinion will be expressed in our report on internal control issued pursuant to Government Auditing Standards.

An audit is not designed to provide assurance on internal control or to identify significant deficiencies or material weaknesses. Accordingly, we will express no such opinion. However, during the audit, we will communicate to management and those charged with governance internal control related matters that are required to be communicated under AICPA professional standards and *Government Auditing Standards*.

Audit Procedures—Compliance

As part of obtaining reasonable assurance about whether the financial statements are free of material misstatement, we will perform tests of the Town of Veazie, Maine's compliance with the provisions of applicable laws, regulations, contracts, agreements, and grants. However, the objective of our audit will not be to provide an opinion on overall compliance and we will not express such an opinion in our report on compliance issued pursuant to Government Auditing Standards.

Other Services

We will also assist in preparing the financial statements, schedule of expenditures of federal awards and related notes of the Town of Veazie, Maine in conformity with U.S. generally accepted accounting principles based on information provided by you. We will also prepare capital assets and depreciation schedules, pension liability and OPEB liability schedules, and will assist with preparing compensated absences schedules, if needed, for use during the audit. Our preparation of these schedules will be limited to formatting information into a working schedule based on information provided by management. These nonaudit services do not constitute an audit under *Government Auditing Standards* and such services will not be conducted in accordance with *Government Auditing Standards*. We will perform the services in accordance with applicable professional standards. The other services are limited to the financial statements, schedule of expenditures of federal awards, related notes, and other nonaudit services previously defined. We, in our sole professional judgment, reserve the right to refuse to perform any procedure or take any action that could be construed as assuming management responsibilities.

Management Responsibilities

Management is responsible for designing, implementing, establishing, and maintaining effective internal controls relevant to the preparation and fair presentation of financial statements that are free from material misstatement, whether due to fraud or error, including evaluating and monitoring ongoing activities to help ensure that appropriate goals and objectives are met; following laws and regulations; and ensuring that management and financial information is reliable and properly reported. Management is also responsible for implementing systems designed to achieve compliance with applicable laws, regulations, contracts, and grant agreements. You are also responsible for the selection and application of accounting principles, for the preparation and fair presentation of the financial statements and all accompanying information in conformity with U.S. generally accepted accounting principles, and for compliance with applicable laws and regulations and the provisions of contracts and grant agreements.

Management is also responsible for making all financial records and related information available to us and for the accuracy and completeness of that information. You are also responsible for providing us with (1) access to all information of which you are aware that is relevant to the preparation and fair presentation of the financial statements, (2) additional information that we may request for the purpose of the audit, and (3) unrestricted access to persons within the government from whom we determine it necessary to obtain audit evidence.

Your responsibilities include adjusting the financial statements to correct material misstatements and for confirming to us in the written representation letter that the effects of any uncorrected misstatements aggregated by us during the current engagement and pertaining to the latest period presented are immaterial, both individually and in the aggregate, to the financial statements taken as a whole.

You are responsible for the design and implementation of programs and controls to prevent and detect fraud, and for informing us about all known or suspected fraud affecting the government involving (1) management, (2) employees who have significant roles in internal control, and (3) others where the fraud could have a material effect on the financial statements. Your responsibilities include informing us of your knowledge of any allegations of fraud or suspected fraud affecting the government received in communications from employees, former employees, grantors, regulators, or others. In addition, you are responsible for identifying and ensuring that the government complies with applicable laws, regulations, contracts, agreements, and grants and for taking timely and appropriate steps to remedy fraud and noncompliance with provisions of laws, regulations, contracts or grant agreements, or abuse that we report.

You are responsible for the preparation of the supplementary information, which we have been engaged to report on, in conformity with U.S. generally accepted accounting principles. You agree to include our report on the supplementary information in any document that contains and indicates that we have reported on the supplementary information. You also agree to include the audited financial statements with any presentation of the supplementary information that includes our report thereon. Your responsibilities include acknowledging to us in the written representation letter that (1) you are responsible for presentation of the supplementary information in accordance with GAAP; (2) you believe the supplementary information, including its form and content, is fairly presented in accordance with GAAP; (3) the methods of measurement or presentation have not changed from those used in the prior period (or, if they have changed, the reasons for such changes); and (4) you have disclosed to us any significant assumptions or interpretations underlying the measurement or presentation of the supplementary information.

Management is responsible for establishing and maintaining a process for tracking the status of audit findings and recommendations. Management is also responsible for identifying and providing report copies of previous financial audits, attestation engagements, performance audits or other studies related to the objectives discussed in the Audit Objectives section of this letter. This responsibility includes relaying to us corrective actions taken to address significant findings and recommendations resulting from those audits, attestation engagements, performance audits, or other studies. You are also responsible for providing management's views on our current findings, conclusions, and recommendations, as well as your planned corrective actions, for the report, and for the timing and format for providing that information.

You agree to assume all management responsibilities relating to the financial statements, schedule of expenditures of federal awards and related notes, capital assets and depreciation schedules, pension and OPEB liability schedules, and compensated absences schedules, and any other nonaudit services we provide. You will be required to acknowledge in the management representation letter our assistance with preparation of the financial statements, schedule of expenditures of federal awards and related notes and that you have reviewed and approved the financial statements, schedule of expenditures of federal awards and related notes prior to their issuance and have accepted responsibility for them. Further, you agree to oversee the nonaudit services by designating an individual, preferably from senior management, with suitable skill, knowledge, or experience; evaluate the adequacy and results of those services; and accept responsibility for them.

Engagement Administration, Fees, and Other

We understand that your employees will prepare all cash or other confirmations we request and will locate any documents selected by us for testing. Supporting schedules include, but are not limited to:

- 1) Cash lead schedule.
- 2) Summary of capital asset activity, including changes.
- 3) Summary of long-term debt activity, including changes.
- 4) Summary of capital lease activity, including changes.
- 5) Summary of overlapping debt.
- 6) Summary of grant activity.
- 7) Summary of capital projects activity.
- 8) Summary of trust funds activity and related investments accounts.
- 9) Summary of student activity and other agency fund accounts.

We will schedule the engagement based in part on deadlines, working conditions, and the availability of your key personnel. We will plan the engagement based on the assumption that your personnel will cooperate and provide assistance by performing tasks such as preparing requested schedules, retrieving supporting documents, and preparing confirmations. If for whatever reason your personnel are unavailable to provide the necessary assistance in a timely manner, it may substantially increase the work we have to do to complete the engagement resulting in an increase in fees over our original fee estimate and affect our ability to meet your established deadlines.

We will provide copies of our reports to the Town; however, management is responsible for distribution of the reports and the financial statements. Unless restricted by law or regulation, or containing privileged and confidential information, copies of our reports are to be made available for public inspection.

The audit documentation for this engagement is the property of Brantner, Thibodeau & Associates and constitutes confidential information. However, subject to applicable laws and regulations, audit documentation and appropriate individuals will be made available upon request and in a timely manner to the State Department of Audit or its designee, a federal agency providing direct or indirect funding, or the U.S. Government Accountability Office for purposes of a quality review of the audit, to resolve audit findings, or to carry out oversight responsibilities. We will notify you of any such request. If requested, access to such audit documentation will be provided under the supervision of Brantner, Thibodeau & Associates personnel. Furthermore, upon request, we may provide copies of selected audit documentation to the aforementioned parties. These parties may intend, or decide, to distribute the copies or information contained therein to others, including other governmental agencies.

The audit documentation for this engagement will be retained for a minimum of five years after the report release date or for any additional period requested by the State Department of Audit. If we are aware that a federal awarding agency, pass-through entity, or auditee is contesting an audit finding, we will contact the party(ies) contesting the audit finding for guidance prior to destroying the audit documentation.

We expect to begin our audit during the summer of 2018. Craig S, Costello is the engagement partner and is responsible for supervising the engagement and signing the reports or authorizing another individual to sign them. Our fee for these services will be at our standard hourly rates except that we agree that our gross fee will not exceed \$5,520 for the Town audit and \$3,300 for the School audit. Our standard hourly rates vary according to the degree of responsibility involved and the experience level of the personnel assigned to your audit. The above fee is based on anticipated cooperation from your personnel and the assumption that unexpected circumstances will not be encountered during the audit. If significant additional time is necessary, we will discuss it with you and arrive at a new fee estimate before we incur the additional costs.

We appreciate the opportunity to be of service to the Town of Veazie, Maine and believe this letter accurately summarizes the significant terms of our engagement. If you have any questions, please let us know. If you agree with the terms of our engagement as described in this letter, please sign the enclosed copy and return it to us.

Very truly yours,

Brantous Chibodian	-7 graciates	
RESPONSE:		
This letter correctly sets forth the unc	derstanding of the Town of Veazie, Maine.	
By: Council Chair	Date:	
By: Town Manager	Date:	

Memo



To: Veazie Town Council

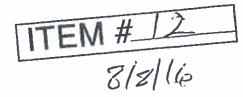
From: Mark Leonard; Town Manager

Date: September 26, 2017

Re: Fiscal Year (FY) 2017/2018 Council Goals and Objectives

On September 25, 2017 during a regular Council meeting a discussion was held to discuss the goals and objectives for the Council for Fiscal Year (FY) 2017/2018. From this meeting the following was determined to be the goals and objectives of the council for FY 2017/2018 in no certain order;

- 1. Expand our Tax Increment Financing (TIF) district.
- 2. Look for ways to brand the Town of Veazie through improvements in our communications and marketing plan.
- 3. Evaluating the effectiveness of the ambulance contract and determine the best path forward for this service.
- 4. Set some long-term goals for the old Veazie Hydro Dam property while at the same time look at long term goals for the other trail systems located throughout the Town.
- Review and update the capital improvement plan for the Town of Veazie and look at funding options to make certain we are adequately funding the proposed capital projects
- 6. Implement an updated Request for Proposal (RFP) policy.



Memo

1TEM #_1013___

To:

Veazie Town Council

From:

Mark Leonard: Town Manager

Date:

July 12, 2016

Re:

Fiscal Year (FY) 2016/2017 Council Goals and Objectives

I tem 12 9/25/17

On July 11, 2016 during a regular Council meeting a discussion was held to discuss the goals and objectives for the Council for FY 2016/2017. From this meetings the following was determined to be the goals and objectives of the council in no certain order;

- 1. Have regular meetings with the Principal and School Board members to assist in the development of a strategic plan for the Veazie Community School.
- Research and implement ways to provide better communications with all Town Committees and the Citizens of the Town of Veazie
- 3. Receive regular reports for all Town Departments including quarterly financial reviews
- 4. Have semi-annual meetings with the Veazie Sewer District and Orono Veazie Water District Board members.
- 5. Review the data that has been collected from the questionnaire which was developed last year and given to new home owners in Veazie.
- Overall review of all Town Ordinances to include updating the Town's Charter and additionally defining public land and rules regulating the usage.
- 7. Develop a Capital Improvement Plan for the Town of Veazie

Memo

To: Veazie Town Council

From: Mark Leonard; Town Manager

Date: August 11, 2015

Re: Fiscal Year (FY) 2015/2016 Council Goals and Objectives

On July 28, 2015 and again on August 10, 2015 and September 14, 2015 during a regular Council meetings discussions were held to discuss the goals and objectives for the Council for FY 2015/2016. From these meetings the following was determined to be the goals and objectives of the council in no certain order;

- 1. Regular meetings with the Principal and School Board
- 2. Provide better communications with all committees and the Citizens
- 3. Receive regular reports for all Town Departments including quarterly financial reviews
- Reconnect with the sewer and water departments by having quarterly or semi-annual meetings
- 5. Assist in the development of a strategic plan with the School Board for the Veazie Community School
- Develop a plan for the future of the Community Center, the reuse of vacated public works space and removal of collapsed storage shed
- Develop a questionnaire to provide to people when they purchase a home and on why people are moving to Veazie along with getting better information on the make-up of the Town of Veazie
- Review contracts and see which ones can be extended for 3-5 years
- 9. Overall review of all the Town's Ordinances
- Research having advertising in the Town's newsletter
- 11. Reconvene the Charter Review Committee
- 12. Have discussion on money budgeted for consulting on options available concerning sewer and water district.

Memo

To: Veazie Town Council

From: Mark Leonard: Town Manager

Date: November 7, 2013

Re:

2013/2014 Council Goals and Objectives

On October 28, 2013 a workshop was held to discuss the goals and objectives for the Council for 2013/2014. From this meeting the following was determined to be the goals and objectives of the council in no certain order;

- Update the Town's website
- Restart discussion with Bangor Gas on the installation of natural gas in other locations throughout Veazie
- 3. Review wages for all employees and have yearly employee evaluations completed
- 4. Review the Town's Charter, Land Use Ordinance, Public Safety and School Department
- 5. Reconnect with the sewer and water departments by having quarterly or semi-annual meetings
- Develop a plan for the future of the Community Center, the reuse of vacated public works space and improvements to the roads located throughout the town
- 7. Provide better direction for the Budget Committee

Town of Veazie Goals

January 23,2012

Each Councilor listed three items of concern. The following: are listed in the order that the council had concerns:

- 1.) School 3 votes
- 2.) Roads 2 votes
- 3.) Sewer District 2 votes
- 4.) Budget Process 2 votes
- 5.) Delivery of Town Services 2 votes
- 6.) Municipal Resources evaluation of town services 1 vote

Other items listed are:

- 1.) Assessing services
- 2.) Updates to the Town Charter
- 3.) Quality of the audit
- 4.) Capital Improvement Plan 5 Year Plan
- 5.) Community Center
- 6.) Contracts & Policies
- 7.) Loss of Dam (tax \$\$\$)
- 8.) Explore Investment options

Major areas of concern:

- 1.) Schools
 - a.) Upcoming budget
 - b.) Tax impact
 - c.) Possible withdrawal from the RSU
 - d.) Keeping school choice
- 2.) Roads
 - a.) Road Study
 - b.) Set Budget once roads are determined
- 3.) Sewer District
 - a.) Have third party validate sewer assessment.
 - b.) Review the hydrant protection with the Water District
- 4.) Budget Process
 - a.) Budget Committee Feb to April
 - b.) Council to be kept informed
 - c.) Budget wrap up end of April
 - d.) Council review April May

- e.) Joint Council & Budget Committee May
- f.) Town Meeting June
- 5.) Delivery of Town Services
 - a.) Assessing Revaluation Update cards
 - b.) Services essential to the citizens....get citizen input on services provided
- 6.) Investment options

The Top Six Goals from the January Goals Meeting:

The following: are listed in the order that the council had concerns:

1.) School 3 votes

Please explain how the school is a concern both short-term and long-term

- a.) Closure?
- b.) Local Control?
- c.) Cost?
- d.) School Choice?
- e.) Other

What types of goals and concerns can the Town Council like to see done and explain what means we may achieve the goal(s).

2.) Roads 2 votes

- a. A review of the road report from Travis Noyes
- b. Work on a short-term plan
 - 1. List roads that need immediate attention
 - 2. Should we work on the easy roads first?
 - 3. Grind up Main Street?
- c. List Roads that need immediate attention
- d. Work with both the sewer and water district especially on those streets that have settlement issues.
- e. Come up with a long term plan to fix all roads.
- f. Should the town look to getting a bond?
- 3.) Sewer District 2 votes
- 4.) Budget Process 2 votes
- 5.) Delivery of Town Services 2 votes

6.) Municipal Resources evaluation of town services 1 vote

GOALS AND OBJECTIVES 2003-2004

PLANNING

- Monitor School Pupil Growth
- Work With Other Boards To Produce A Master Development Plan
- Continue Pre-Planning Efforts For Senior Housing Phase II
- Place Moratorium On Subdivisions For 6 Months To Allow Time For Work On Master Plan

COMMUNITY INVESTMENT

- Town Hall Reuse
- Drainage Issues
- Improve Road System
- Land For Economic Development
- Oriental Dang Property

COMMUNICATIONS

- Utilize The Webpage And TV Channel More
- Improve Newsletter
- Increased Communication Between Councilors And Town Manager
- Increased Department Involvement
- Increased Communication With Residents
- Increased Interaction With School
- Increased Awareness And Communications With Augusta

FINANCIAL

- Bring Budget Committee Into Budget Process Earlier
- Controlling Expenses
- Improve Salary Schedules For Town Employees
- Increased Council Awareness Of All Departments Including Capital Needs Assessment
- Review All 5-Year Capital Needs

GENERAL

- Revision Of Town Warrant For Town Meeting In June
- Increased Effort On Code Enforcement (Junk Cars)
- Continue And Explore Regionalization Opportunities



Snowplowing/Snow Removal/ Salting / Spring and Fall Roadside Cleanup Contract

Contractor's Name: Lou Silver Inc.

Address: 1558 State Street Venzie, Maine 04401

Phone number: 207-942-8074

Federal ID/ SS Number: 01027056900 DOT Number: 754520

This contract is between the Town of Veazie (referred to as "wethe Town" or "our") and Lou Silver Inc. (referred to as "youContractor"). When this contract refers to you, it All references to the Contractor includes your Contractor's employees and agents. This contract is for snowplowing snow removal, salting, and spring and fall roadside clean up.

Services and Term_of Contracts

Provide-The Contractor agrees to provide Snowplowing. Snow Removal, and Salting for all Town approved Roads, Sidewalks, Fire Hydrants and all Municipal and School owned properties. Services to begin on May 15, 2013 and continue until July 1, 2020. Services also to include annual Spring and Fall Roadside clean-up as indicated in the general requirements of this contract.

Independent Contractor

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

As an independent contractor, you will also Contractor shall be responsible for maintaining your equipment in a safe, operable, and legal condition. Refer to appendix one, section 4, General Practices of the Town of Vezzie's level of service plan for further guidance.

As an independent contractor, you will Contractor shall 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 Contractor has the right and duty to supervise and control your its employees, agents, and equipment. The Town, or its agent personnel has agent has the right to inspect work performed and notify you Contractor of any problems, errors, or non-performance.

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Snowplowing/Snow Removal/ Salting / Spring and Fall Roadside Cleanup Contract

THE CONTRACTOR AGREES TO PERFORM THE FOLLOWING WORK:

- You Contractor will furnish adequate and satisfactory equipment and manpower to initiate
 plowing/ snow removal and salting during inclement weather so the roadways, sidewalks,
 and all municipal and school owned properties are in a safe condition to operate a motor
 vehicle over or walk on. We The Town reserves the right to verify all equipment, its
 condition and capacity. Refer to appendix one, section 4. General Practices of the Town
 of Vezzie's level of service plan for further guidance.
- You are Contractor is responsible for clearing all intersections, banks, shoulders, cut desacs, etc. for adequate viewing distances and proper drainage of existing ditches.
- When snowbanks become too high and crowd the shoulders of the road, you are
 requiredContractor shall to push back all banks or remove snow from roadsides to allow
 for adequate viewing distance.
- All drifting prevention measures shall be at thegre at the Contractor's sole discretion of you. We are The Town is not responsible for the purchase or placement of any such measures that you determine Contractor deems are necessary deems necessary.
- You are Contractor is responsible for clearing snow and ice from around all fire hydrants
 soon as possible within 48 hours unless weather does not permit, after a storm.
- Clearing and salting of all sidewalks <u>located throughout the town</u> shall occur as soon as
 possible after a storm event.
- When school is in session, the school grounds to include the entrance, front parking, school bus turnaround, staff parking and the sidewalks in and around the School shall be cleared by no later than 600AM unless weather does not permit. first. Access to the school for emergency or maintenance vehicles needs to be maintained at all times.
- A path from the School to Graham Senior Housing shall be cleared after each storm event.
- Contractor is solely liable for any and Aelland all damages to residents' property resulting from the performance of this Contract, including mailboxes, shall be the responsibility of you. Should Contractor fail to timely repair or otherwise remedy such damage, and the Town, in its judgment, determines to take it upon itself to remedy the damage, the Contractor will fully reimburse the Town for the cost of such remedial measures. Failure to remedy by you will result in full reimbursement to us for all costs to remedy.
- Contractor will immediately replace Aall essential street signs that are knocked over
 during storms, and storms and will replace all nonessential signs as soon as reasonably
 possible, shall be replaced by you as soon as possible if it's a nonessential sign. If
 circumstances require, essential signs may be replaced with a temporary sign determined

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Snowplowing/Snow Removal/ Salting / Spring and Fall Roadside Cleanup Contract

that it's and essential sign it must be replaced immediately if only with a temporary sign until a permanent sign can be installed.

Once Eeach Spring Season and once each Fall season, you-Contractor will conduct a
"spring cleanup" of leaves and brush that residents/ businesses within the Town of Veazie
place roadside for pick up. Once picked up. Contractor will dispose of the
leaves will be disposed of by you at a predetermined location. TContractor will chip allhe
brush within 10 working days from collection will be chipped by you and disposed of by
you in a predetermined location.

THE CONTRACTOR ACREES TO PERFORM THE FOLLOWING WORK (Cont.):

 Each Fall Season you will conduct a "fall cleanup" of leaves and brush that residents/ businesses within the Town of Veazie place roadside for pick-up. Once picked up the leaves will be disposed of by you at a predetermined location. The brush will be chipped by you and disposed of by you in a predetermined location.

Times of Plowing:

It shall be the responsibility of you the Contractor to initiate plowing; and salting as weather requires, and to maintain the roadways, sidewalks and all municipal parking lots in a safe condition. We require you to initiate Contractor will -plowing at any time the depth of snow exceeds one and one-half inches (1 ½") either from snowfall or drifting, and at any time, at the request of. Theof the Veazie Police Department or the Town Manager may request a call out when the Department or he she deems a travel hazard exists or special attention is needed on the roadways of Veazie for the general public. Operations shall continue throughout periods of extended storms in order that roadways remain in as passable a condition as possible.

Times of Spring and Fall Roadside Cleanups:

The dates of these event will be set by agreementd upon by us and youby the Town and the Contractor. The parties agree that the intent and purpose of the cleanups is for with an emphasis on-Fall cleanup occurring to take place prior to snowfall and Spring cleanup occurring to take place after snow and/lecand ice haves melted. We The Town is will be responsible for advertising the dates of these events.

Materials to be used for leing:

We agree to to tThe Town will purchase and provide to you-salt for the performance of this Contract. Materials purchased by the Town will to be applied only to Veazie Rroads, sidewalks, and all Municipal parking lots only. You Contractor shall are not authorized to utilizeuse sand of salt materials for any purpose of the contract except as may be authorized by the Road Commissioner. You will be required to The Contractor shall notify the Town us when additional salt needs to be ordered supplies run low, and shall provide such notice with sufficient time to ensure maintenance of shall be ordered to maintain an adequate stockpile is available for future

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Snowplowing/Snow Removal/ Salting / Spring and Fall Roadside Cleanup Contract

applications. Refer to appendix one, section 5, General Application Practices of the Town of Venzie's level of service (los) for further guidance.

Equipment Breakdowns:

In the event that any and/or all-of your Contractor's equipment become inoperable or unavailable, you Contractor shall hire additional replacement equipment, and any necessary operators, at your its expense. If, as a result of Contractor's failure to maintain equipment sufficient to perform this Contract, the Town you fail to do so, we may is required to hire replacement equipment and operators, as we deem necessary and the cost of this shall be withheld from payment to you Contractor shall be responsible for the associated expense to the Town.

Insurances/Bonds:

The Contractor shall carry and maintain insurance throughout the period of this Contract at the Contractor's sole expense, and shall, upon request of the Town, Pprovide proof of the following insurance/bond coverage:

- Contractor will maintain Worker's Compensation must be provided insurance in accordance with Maine Law.
- Contractor will maintain General Liability insurance with minimum coverage as follows: \$1,000,000.00 each occurrence, \$5,000.00 medical experience (any one person), \$2,000,000.00 general aggregate, \$2,000,000.00 products - com/op aggregate, \$1,000,000.00 automobile liability - combined single limit (each accident).
- AThe Contractor shall furnish a performance bond, satisfactory to usthe Town, in an amount equal to the contract prices set forth in this contract. The bond for the first year of this contract shall be provided to us-the Town within 30 days of the award of this contract. Thereafter, you the Contractor shall provide the performance bond to us-the Town by August 1st of each succeeding year of the Ceontract in the amount of the applicable contract price. Failure to provide the bond(s) shall constitute a defaultfailure to perform.
- We The Town shall be listed as additional insured on your policyall insurance policies.

Breach of Ceontract and Termination:

If Contractor youfails to perform in the time and manner specified, or otherwise are in violation of violates any of the terms of this agreement, or if the Town Manager or his/her designee are of the opinion that the work described in this contract is not performed or has beening performed unsatisfactorily, the Town Manager or his/her designee shall notify call the Contractor or their

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Commented [ML1]: Council wants to make sure the breach of contract and termination the together. Additionally, we would like language added on a warming system. The way this is written now it could be one breach and we could terminate. I would look to you for suggestions but it was discussed 3 events per your that go unresolved in a timely fashion.

Snowplowing/Snow Removal/ Salting / Spring and Fall Roadside Cleanup Contract

designee immediately by certified mail-setting forth the basis for the Town's complaint. Upon receipt of such notice, you Contractor will rectify the complaint immediately or as soon as reasonably possible, have ten (10) ordered days to comply with the terms and conditions of the contract or rectify the unsatisfactory work. If, at the expiration of 24 hours the ten (10) ordered day period you are the Contractor is not in compliance with the terms of this Contract, the Town Manager or his her designee will may, by certified letter, notify you the Contractor to discontinue all work to be performed under this contract. The Town may thereupon, by contract or otherwise, complete the work, and the Municipal Officers may deduct and withhold from the contract price an amount equal to the cost incurred by the Town in obtaining and compensating a substitute contractor to complete the work covered by the contract as well as any incidental or consequential damages including attorney's fees incurred by the Town.

If the Town Manager or his/her designee notifies the Contractor of nonperformance or unsatisfactory performance according to the terms of this Agreement three times (whether for the same issue or different issues), the Town may Terminate this Agreement for cause upon providing the Contractor with 10 days' written notice.

In the event of complete or partial termination by the Town for cause, the Municipal Officers may deduct and withhold from the contract price an amount equal to the cost incurred by the Town in obtaining and compensating a substitute contract to complete the work covered by the contract as well as any incidental or consequential damages including attorney's fees incurred by the Town, and you will be liable for costs which exceed the rate provided in this agreement. Such charges shall be deemed liquidated damages. You Contractor shall be responsible for any expense or legal costs incurred by us in the enforcement or other action brought by us under this Contract.

Except as otherwise provided in this Section, Either party may terminate this agreement, without cause, upon providing the other party with 90 days written notice...

Termination:

Either party may terminate this agreement, without cause, upon providing the other-party with 90 days written notice, of termination provided at least 90 days prior to the effective date of termination.

Entire Agreement:

This Contract constitutes the entire agreement between the parties with respect to the subject matter of this Contract.

Amendment:

This Contract may not be modified or amended except by writing signed by both parties.

Notices:

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Snowplowing/Snow Removal/ Salting / Spring and

Fall Roadside Cleanup Contract

All notices required or contemplated by this Contract shall be personally served or mailed, postage prepaid and return receipt requested, addressed to the parties as follows:

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To Town:

Town of Veazie Mark Leonard Town Manager 1084 Main Street Veazie, Maine -04401 Formatted: Font: Not Bold
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To Contractor:

Lou Silver, Inc.

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General Manager

PO Box 22 1558 State Street
Orono, Maine 04473 Venzie, Maine 04401

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Or to such other addresses as the parties may designate in writing.

Emergency Clause:

In the event that catastrophic ice and snow conditions occur, as defined by the declaration of a state of emergency or natural disaster by the Governor of Maine or the President of the United States, if it is necessary to hire or use heavy equipment not otherwise specified under this contract, and to engage operators for such equipment, your Contractor's costs for these items may be allowed as an extra item for payment under this contract. <a href="PotentialSuch reimbursement will not occur until which time the Town has been reimbursed by the State of Maine Emergency Management Agency (MEMA) and/or the Federal Emergency Management Agency (FEMA). Contractor will only be considered for reimbursement if all requested documentation during the process is provided in a timely manner.

Indemnification:

The Contractor agrees to defend, indemnify and hold harmless the Town of Veazic and its agents, officials, officers and employees from and against all claims, damages, losses, and expenses including costs and reasonable attorneys' fees arising out of or resulting from the performance of the work contemplated by this contract, provided that any such claim, damage, loss, or expense (a) is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property including the loss of use resulting there from, and (b) is caused in whole or in part by any negligent act or omission of the Contractor or any of its officers, agents, employees, representatives, subcontractors, any one directly or indirectly employed by any of them, or anyone for whose acts any of them may be liable for regardless or of whether or not it is caused in part by a party indemnified hereunder. The Contractor shall, at its own expense and costs, defend and protect said indemnified parties against all of such claims and demands.

Commented [ML2]: Contractor is concerned the way this is written that town would never be held liable. Example given would be if I direct contractor not to salt an area and an accident occurs I would not be held responsible for my decision.

Snowplowing/Snow Removal/ Salting / Spring and Fall Roadside Cleanup Contract

The maintenance of insurance as required by this Contract will not in any manner affect the Contractor's obligation to defend, indemnify and hold harmless the Town, its agents, officials, officers and employees, but maintenance of such insurance shall be a condition precedent to the payment to the Contractor of the compensation for the work and services provided herein. You agree to hold the Town harmless from any claim for death, injury, property damage, or other loss which may result from your performance of this contract. In the event that such a claim is made against the Town, you will defend the Town, and you will pay any amounts (indemnify) for which the Town may be held liable in a legal action for such claims.

Funding and Non-appropriation:

This Contract, including any extensions thereof, is made subject to available budgetary appropriations and shall not create any obligation on behalf of the Town in excess of such appropriations.

In the event that no funds or insufficient funds are appropriated and or budgeted for contract payments due under this Contract, the Town may elect to terminate this Contract in accordance with this paragraph. The Town's election to terminate this Contract under this paragraph must be exercised by delivering its prior written notice of its intent to terminate together with a certified statement by an authorized official indicating that insufficient sums have been appropriated or budgeted for the ensuing fiscal year of the contract. Termination of this contract will be effective immediately upon receipt of this notice and the Contractor will discontinue all work to be performed under this agreement, and the Contractor will be relieved of the duties listed in this contract without further reimbursement or payment.

Terms of the contract:

The terms of this contract is from May 15, 2013 through July 1, 2020, with an option to extend the contract for one (1) year without returning to the bidding process. Payment for services shall be made after invoices are received and approved by the Town Council. A suggested payment schedule would be:

October 10% of the contract amount November 10% of the contract amount December 20% of the contract amount January 20% of the contract amount February 20% of the contract amount March 10% of the contract amount April 10% of the contract amount

Re-Assignment of Contract:

This Contract cannot be re-assigned by you-without prior authorization from the Veazie Town Council.

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Snowplowing/Snow Removal/ Salting / Spring and Fall Roadside Cleanup Contract

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Price for this contract are as outlined below:

2013: \$87,500.00

2014: 87,500.00

2015: \$87,500.00

2016: \$87,500.00

2017: \$87,500.00

2018: \$87,500.00

2019: \$87,500.00

2020: \$87,500.00

Signature of Authorized Contractor's Representative	Date
Cinnature of Anthonized Town Depresentative	Date

Snowplowing/Snow Removal/ Salting / Spring and Fall Roadside Cleanup Contract

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Appendix One Town of Veazie Level of Service (I.OS) Plan *THIS IS FOR GUIDEANCE PUPORSES ONLY*

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4 General Practices

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4.1 Equipment Maintenance

Fleet maintenance personnel, facilities, equipment, and parts are housed at the Contracted Public Works (CPW) facility. Fleet maintenance personnel are critical to keeping snow removal equipment operational during snow and ice events.

It is the responsibility of the driver to ensure the following tasks are completed, as applicable:

- All truck body conveyors will be lubed and greased twice weekly; Vehicles will be kept clean and orderly;
- All distribution equipment will be calibrated at a minimum annually, and after any spreader or hydraulic maintenance, to ensure optimum performance;
- Snow and ice control equipment are to be thoroughly washed during regular working hours as soon
 after use as practicable. Particular attention is to be paid to the areas of equipment in contact with
 salt. Truck washing will normally be accomplished outdoors in designated areas; and
- All routine and needed maintenance should be reported to fleet maintenance personnel for completion.

Overnight Loads

In general, trucks shall not be loaded overnight since it subjects the equipment to unnecessary wear. However, in the event that a winter storm is forecast at some point during the approaching night, a crew may load a portion of their trucks to enable a quicker response to the storm. Such loading shall be in compliance with the following:

- Load size shall not exceed a level-load of salt;
- If the storm does not occur, the truck(s) loaded in advance shall be unloaded and washed out the following day;

Snowplowing/Snow Removal/ Salting / Spring and Fall Roadside Cleanup Contract

- Loading shall only occur just prior to the night of the forecast storm (i.e. it is not appropriate to load on a Friday for a storm that is forecast for Saturday night or Sunday); and
- Loading under this exception is not intended to allow all trucks at the facility to be loaded in advance.

4.2 Materials Storage

Materials used in snow and ice control operations are stored undercover behind the town office, and include:

 Approximately 200 tons of rock salt at any given time can be stored in the salt storage shed located at the town office.

Currently, rock salt is not pre-treated with a liquid calcium chloride product prior to or during application. In the future, the Town may discuss options to treat salt with liquid calcium chloride in order to minimize bounce and scatter, and to increase the efficiency of the products, which would aid in minimizing the quantity of these products which would need to be applied.

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Snowplowing/Snow Removal/ Salting / Spring and Fall Roadside Cleanup Contract

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4.3 Emergency Response

In the event of emergency situations, the CPW may be requested, by the Veazie Police Department, Fire Department or 911 Communications Center, to assist them in responding to an emergency by plowing the area to allow emergency vehicle access.

4.4 Dry Runs

In preparation for winter road maintenance CPW employees should perform what is known as "Dry runs". This term refers to the operators driving their assigned winter plow route before the winter season, usually in early October, to check for things that might interfere with or make plowing difficult or cause damage, such as:

- Manhole covers,
- Water and gas shutoffs, Hydrants;
- Low hanging utility wires: Low hanging branches: Ledge outcroppings;
- Dips and bumps;
- Railroad crossings and bridge abutments, and poorly installed mail boxes.

Newly reconstructed roads are also evaluated for changes like new curbing or narrowed streets. Dry runs also give an opportunity for new employees to be criented to their plow run before an actual winter event. Dry runs should also be performed by sidewalk plow operators for similar reasons.

5 General Application Procedures

Salt shall normally be applied to the lane being plowed in a narrow strip along the wheel path closest to the centerline of the normal section of highway and as high as possible on banked curves. The rate of application shall normally be selected from Table 1 below and will be based upon:

- The pavement temperature;
- Snow/ice conditions encountered: and Anticipated trends.

Generally, salt will be used when pavement temperatures are between 15 and 32 degrees F.

Salt application rates should not exceed 500 lbs. per lane mile.

During cold storms, when the pavements re-dry and the snow is blowing off the travel lanes, the application of salt is to be avoided for as long as possible since it will hasten the formation of ice on the pavement. When ice does begin to form under these conditions, considerable judgment will be required on whether to use salt.

Frost and Black Ice:

 If frost or black ice is forecast and pavement temps will be above 20 degrees F, apply salt as necessary at a rate of 150-250 lbs, per lane mile.

Freezing Rain/Sleet:

Freezing rain and sleet will dilute treatments sooner and may require more frequent re-application.

Snowplowing/Snow Removal/ Salting / Spring and .

Fall Roadside Cleanup Contract
Table 1: Maine DOT Salt Application Quick Reference Charl

Pavement Temp. Range	Application Rate (#/LM)	Pre-wet Material	Comments	Formatted Table
Above 32	0 to 100	Salt Brine or Blend	Altile salt goes a long way when temperatures are near freezing.	
25 to 32	100 to 200	Salt Brine or Blend	Salt is very effective here. Pre-wetting with a blend will allow lower application rates.	
20 to 25	200 to 300	Salt Brine, Ice-B- Gone, or Bland	Salt effectiveness is dropping off in this range. A blend or straight IBG will help.	
15 to 20	300 to 400 ice-B-Gone or Biend		Pre-wetting is especially important. Your liquids will provide the extra boost needed.	
15 or Below	the same of the sa	y dry and blowing in no ice or pack exists, NOT APPLY	If necessary, spot treat icy patches with abrasives. If glazing occurs on high-volume, high-speed, comigors, sand will not last and higher salt applications, with ice-B-Gone pre-wetting, will be necessary.	

General Notes:

(1) Application rates should be on the lower end when temperatures are on the higher side of the range or remaining steady. Falling temperatures, and temperatures on the lower side of the range, will require applications on the higher side, and possibly in the next range if dropping rapidly.

(2) High-volume, Priority 1 roads will often require an additional 50#/LM

(3) In any of the ranges, if the snow is dry and blowing off of the roadway, avoid application.

(4) Pre-wetting under wet storm conditions is not required. In cases where the only pre-wetting liquid available is a high-performance chemical (i.e. Ice-B-Gone), it is better to save those products for the drier and colder conditions.

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Snowplowing/Snow Removal/ Salting / Spring and Fall Roadside Cleanup Contract

Application Rates/Miles Treated:

A chart fisting salt application rates and corresponding lane miles which can be treated can be found on the next page in Table 2.

Chemical Applications:

- 1. If snow is blowing off the roadway and glazing or pack is not occurring, do not apply materials
- Time Initial and subsequent chemical applications to prevent deteriorating conditions or development of packed and bonded snow.
- 3. Apply chemical ahead of traffic rush periods occurring during storm.
- Higher volume corridors will often require an additional 50 lbs. per lane mile above recommended amounts.
- Snowfall greater than 1" per hour will often require an additional 50 lbs. per lane mile above recommended amounts.

Plowing:

 If needed, plow before chemical applications so that excess snow, slush, or ice is removed and pavement is wet, slushy, or lightly snow covered when treated.

Temperature Trends:

 If temperature trend is rising, use tower end of application range and conversely, if temperature trend is dropping use higher end of application range. Formatted: Centered

Snowplowing/Snow Removal/ Salting / Spring and Fall Roadside Cleanup Contract

	75	100	125	150	<u>175</u>	200	225	<u>250</u>	275	300	<u>350</u>	400
# of Tons	LAN	E MLES YO	U CAN TR	EAT								
1	26.2	20.0	16.0	13.4	11.4	10.0	8.8	8.0	7.2	6.6	5.8	5.0
2	53.4	40.0	32.0	26.6	22.8	20.0	17.8	<u>16 0</u>	14.6	13.4	11.4	10.0
3	80.0	60.0	48.0	40.0	34.2	30.0	26 6	24.0	21.8	20.0	17.2	15.0
4	106.6	80.0	64.0	53.4	45.8	40.0	35.6	32.0	29.0	26.6	22.8	20.0
5	133.4	100.0	80.0	<u>66.6</u>	57.2	50.0	44.4	40.0	<u>36 4</u>	33 4	28.6	25.0
<u>6</u>	160.0	120.0	96.0	80.0	68.6	60.0	53.4	48.0	43.6	40.0	34.2	30.0
Z	186.6	140.0	112.0	93.4	0.08	70.0	62.2	56 0	51.0	46.6	40.0	35.0
g	213.4	160.0	128.0	106.6	91.4	80.0	71.2	64.0	58.2	53.4	45.8	40.0
9	240.0	180.0	144.0	120 0	102 8	90.0	0.08	72.0	65.4	60.0	51.4	45.0
10	266 6	200.0	160.0	133.4	114.2	100.0	88.8	80.0	72.8	66.6	57.2	50.0

*Source: Maine DOT Application Treatment Recommendations www.ntl.bts.gov Chemical

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Applications:

- 1. If snow is blowing off the roadway and glazing or pack is not occurring, do not apply materials.
- Time initial and subsequent chemical applications to prevent deteriorating conditions or development of packed and bonded snow.
- 3. Apply chemical shead of traffic rush periods occurring during storm.
- 4. Higher volume corridors will often require an additional 50 lbs. per lane mile above recommended amounts.
- Snowfall greater than 1° per hour will often require an additional 50 lbs. per lane mile above recommended amounts.

Plowing:

 If needed, plow before chemical applications so that excess snow, slush, or ice is removed and pavement is well, slushy, or lightly snow covered when treated.

Temperature Trends:

If temperature trend is rising, use lower end of application range and conversely, if temperature trend is dropping use higher end of application range.

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Page 14 of 14

RUDMAN WINCHELL

Joshua A. Randlett, Esq. 207.992.4455 jrandlett@rudmanwinchell.com

VIA E-MAIL AND U.S. MAIL

July 3, 2018

Mr. Barney W. Silver P.O. Box 22 Orono, ME 04473 barney@lousilver.com

RE: <u>Draft Snowplowing Contract With the Town of Veazie</u>

Dear Barney:

I have had the chance to review the draft "Snowplowing / Snow Removal / Salting / Spring and Fall Roadside Cleanup Contract" (the "Contract") that the Town of Veazie ("Town") has proposed. I understand that you have some questions regarding the scope of the indemnification provision that the Town has proposed. I have also had the opportunity to review the Town's attorney's response to your concern regarding same. Please consider the following my thoughts on the matter.

The Contract includes a very broad indemnification provision. I would first note that it would require you to "defend, indemnify, and hold harmless" the Town for any claims, losses, damages, or expenses (including court costs and reasonable attorneys' fees) that fall within its scope. In essence, that means that if a third party were to make a claim against the Town, you would be obligated to retain and pay for an attorney to defend the Town against that claim. As you are well aware, attorneys' fees alone in a vigorously contested lawsuit can amount to many tens of thousands of dollars. Your company would of course also be required to pay for any judgment or other damages assessed against the Town as a result of the claim.

You have also correctly pointed out that the provision would require you to indemnify the Town for any and all claims, losses, or damages that are "caused in whole or in part" by any negligent act or omission by your company. In my view, this language is too broad and exposes your company to an undue level of risk. Assume the following hypothetical for the sake of argument. Driver A is injured as a result of an accident that happened while your company was performing services under the contract; the accident was 1% the fault of your company and 99% the fault of Driver B. As this indemnification provision is written, if Driver A were to sue the Town for the accident, your company would have to indemnify the Town for 100% of the loss despite the fact that Driver B was 99% responsible.

To take it a step further, the indemnification provision continues on and states that you must indemnify the Town for all such claims, losses, etc., "regardless of whether or not <u>it is caused in part by a party indemnified hereunder."</u> The "party indemnified hereunder" is the Town. This provision would therefore require you to defend and indemnify the Town for its own

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negligence, or even theoretically its own intentional conduct. Using the example provided above, assume Driver A is injured and that the accident was 1% the fault of your company and 99% the fault of the Town. Under this provision, your company would be responsible for indemnifying the Town for all claims and losses related to the accident — notwithstanding the fact that the Town was 99% at fault. These are, of course, only two examples that I have used to illustrate the point. There are many other scenarios where your company could be required to fully indemnify the Town for damages that are attributable primarily to the fault of either a third party or the Town.

I understand that the Town's attorney has indicated that the Town may be protected by sovereign immunity for many categories of claims and losses per Maine's Tort Claims Act (14 M.R.S. §8101 et seq.), and therefore your indemnification exposure may be low. I respectfully disagree. There are a number of important exceptions to immunity of which you ought to be aware. First and perhaps most importantly, the Town is not immune from any claims or losses for which it has obtained liability insurance. 14 M.R.S. § 8116. While I do not know whether the Town has obtained liability insurance (and if so, what the insurance provides for), it is common in my experience for municipalities to do so, thereby negating many aspects of immunity under the Tort Claims Act. The Town would also not be immune from any claims or losses that arise out of the negligent acts or omissions in its ownership, maintenance, or use of any motor vehicle, special equipment, and machinery (as in my hypothetical example mentioned previously). 14 M.R.S. § 8104-A(1). Nor is there any immunity for intentional acts or omissions conducted in bad faith (which, as stated above, would in theory by covered by the indemnification provision). 14 M.R.S. § 8111(1)(E). These examples are not meant as a comprehensive list of areas in which there is no immunity. They are offered simply to illustrate the point that there are certainly multiple categories of claims and losses which the Town would not be immune from, and for which your company could be obligated to defend and indemnify the Town.

In summary, it is my opinion that the indemnification provision is overbroad and exposes your company to a high level of risk. I would not advise you to sign the contract with such an indemnification provision included, and instead would suggest that the provision be stricken in its entirety. At the very least, I would suggest that the provision ought to be re-drafted so that it is much more narrowly tailored.

I trust that this letter has answered your questions regarding the proposed indemnification provision. Please do not hesitate to contact me should you have any questions.

Sincerely,

Joshua A. Randlett

JAR/lab

Friday, July 06, 2018 12:01:39 PM Page 1 of 5

Printed by: Mark Leonard

Title: RE: Plow Contract: VirtualTownHall

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Message

Tue, Jul 03, 2018 4:14 PM

From:

🌃 "Kate J. Grossman" <kjg@frrlegal.com>

To:

Mark Leonard

Subject:

RE: Plow Contract

Mark,

I believe our proposed changes to the contract are actually more favorable to the contractor, because it only provides for indemnification in the case of negligence on the part of the contractor. You can certainly tell Mr. Silver that the Town would be willing to revert to the indemnity language in the version of the contract that he previously signed. He will find some indemnification provision in nearly every contract of this kind in the state. I do not recommend that the Town remove this language.

Let me know if you or the Council have further questions. Best, Kate

From: Mark Leonard <mleonard@veazie.net>

Sent: Tuesday, July 03, 2018 3:55 PM

To: kjg@frrlegal.com Subject: Re: Plow Contract

as requested.

Mark

Mark Leonard Town Manager Town of Veazie 1084 Main Street Veazie, Maine 04401 207-947-2781 mleonard@veazie.net

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"Kate J. Grossman" < kjg@frrlegal.com > on Tuesday, July 03, 2018 at 2:55 PM -0400 wrote: Mark,

Would you be able to send me a scanned copy of the previously signed contract?

Thanks! Kate

From: Mark Leonard < mleonard@veazie.net>

Sent: Tuesday, July 03, 2018 2:40 PM

To: kig@frrlegal.com Subject: Re: Plow Contract

Hi Kate- As requested the Contractor has had his Attorney look at the contract. I have attached his opinion for your viewing pleasure. The contractor is aware we wont take his Attorneys advice and strike the whole section. His concern , as previously mentioned, is he doesn't want to have to indemnify the Town's negligence. Looking to see if you have any thothoughts we should entertain this an if so if you have suggested language? He is in agreeance with the rest of the proposed changes. I would like to finalize this at Mondays (7/9) Council meeting so if you have a chance to respond prior to then it would be appreciated.

Thanks! Hope you have a great 4th!

Mark Leonard Town Manager Town of Veazie 1084 Main Street Veazie, Maine 04401 207-947-2781 mleonard@veazie.net

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Friday, July 06, 2018 12:01:40 PM Page 3 of 5

Printed by: Mark Leonard
Title: RE: Plow Contract: VirtualTownHall

immediately by return email and permanently delete this message and your reply to the extent it includes this message. Thank you for your cooperation.

"Kate J. Grossman" < kig@frriegal.com> on Friday, June 29, 2018 at 12:16 PM -0400 wrote: Hi, Mark,

These changes look fine. I've addressed the question about breach/termination.

As for the contractor's question about indemnification. In the example given, a) sovereign immunity would likely protect the Town from liability, though I suppose if the Town were sued it might be able to be indemnified for the contractor for its legal fees, but more importantly b) the indemnification only kicks in when the Contractor is negligent, and if he were directed not to use salt, and followed that instruction, that would likely not be negligent performance of the contract. I recommend leaving this language, but if the contractor could certainly have a lawyer look the document over.

Let me know if there are additional questions. Have a good weekend! Kate

From: Mark Leonard < mleonard@veazie.net>
Sent: Tuesday, June 26, 2018 10:14 AM

To: kig@frrlegal.com
Subject: Re: Plow Contract

Kate- I have made additional changes to the contract at the request of the Council and Contractor. Could you take a final look at this and confirm it appears in order. I have added two questions. One being reference the breech and termination section and also on the indemnification section. We are in hopes to have this prepared for signature at the next council meeting which is scheduled for July 9th.

Thank you again for your assistance on this.

Mark

Mark Leonard Town Manager Town of Veazie 1084 Main Street Veazie, Maine 04401 207-947-2781 mleonard@veazie.net

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"Kate J. Grossman" < kig@frriegal.com > on Wednesday, May 30, 2018 at 7:32 AM -0400 wrote: Good morning, Mark,

Redline and clean versions of the plow contract are attached. I noticed that in the "materials" section, the original refers only to salt in every instance, but salt and sand in one case. Does the Town purchase both salt and sand? There may be a minor revision to be made there.

Please let me know what questions you may have.

Kate

From: Mark Leonard < mleonard@veazie.net>

Sent: Monday, May 21, 2018 9:01 PM

To: kig@frrlegal.com
Cc: rlh@frrlegal.com
Subject: Plow Contract

Kate- This contract was discussed at the Council meeting tonight and although it isn't set to expire for a few more years the council has asked that it be reviewed. Can you pleas review it and see if you can see anything which is missing or language which can be freshened up. One topic of discussion was the section on the fire hydrants being done as soon as possible. Another area one Councilor brought up was the "you" "we/us" They thought it should be contractor and contractor or something along those lines. The also wanted the termination and breech section looked at. Overall, I feel the contract is adequate but can always us another set of eyes.

Thanks

Mark

Mark Leonard Town Manager Town of Veazie 1084 Main Street Veazie, Maine 04401 207-947-2781 mleonard@veazie.net

Manager's Report For July 9, 2018 Council Meeting

Since the last Council meeting here are some things I've been working on as well as things occurring around Town.

Members of the Water District and I have discussed the new subdivision and the fire flow rates. A/C Metcalf will be speaking with Boyd to determine the proper size pipe needed to insure adequate water flow for the area.

I have spoken with CEO Larson and Phil Ruck regarding a ditch that needs to be filled on Jackson Drive. They will provide the homeowner with two options in which the homeowner will be responsible for funding this project and meeting the Town's requirements.

A petition has been received to repeal the action of the Town Council to replace the new Town logo. I forwarded the petition to legal for review as our Charter only discusses petitions for ordinances the Council have enacted. Legal responded to the letter and I will be sending a letter to the petitioners outlining the response from legal.

A/C Metcalf and I met with FEMA once again regarding reimbursement for the October 2017 windstorm. We will continue to work with them in order to receive reimbursement for some of the cleanup costs.

Maine Municipal Association is holding a seminar in Bangor to discuss legal updates on recreational marijuana on July 10, 2018 which I will attend.

I continue to work with staff to correct the deficiencies found during the safety works inspection we requested take place. Most of the deficiencies are with recordkeeping which we are working diligently to correct. Superintendent Cyr plans to request a similar voluntary inspection in the late fall/early winter. Once the school inspection is complete and corrective action is taken, we will go through the process of becoming SHAPE certified. This certification is a fairly significant undertaking but shows our joint commitment to employee's health and safety.

The changes to the plowing contract discussed at the June 25th Council meeting have been made and forwarded to legal and thy have responded. The contract will be discussed at the council meetings in hopes we can come to an agreement.

Assessor Birch and I met with a representative from the Salmon Club regarding the status of the Club and taxes moving forward. We discussed what would be needed if the club would like a change in the tax status. Assessor Birch and I have not received the required paperwork at this time. It appears the Club is looking to have the community more involved.

The Sewer District Superintendent, Water District Superintendent and myself met to discuss a 5 to 10 year plan for all entities. We will continue these discussions at a follow up meeting in 3 months.

Manager's Report For July 9, 2018 Council Meeting

The Bangor area Fire Chief's meeting was well attended and we discussed numerous topics. The next scheduled meeting is for the end of July.

We have received approval from the Penobscot Emergency Management Agency for a grant to supply video recording equipment for the new police station. This is only the first step in the approval process and now needs to be approved at the State level.

I had the pleasure of cooking for the Veazie Senior Groups summer meeting which was held at Riverview Park. I have done this for several years now and it is always a pleasure working with them.

After closing out last year's budget it appears we will have over \$150,000.00 in surplus which will be carried forward into the undesignated fund. Thank you to staff for all of their hard work in completing the end of year task without incident.

The street signs with the names that were chosen by the Cemetery Committee have been installed. Additionally, other street signs around town have been installed and or repaired.

Attachments:

- 1. Certificate of Achievement for Tree City USA Status
- 2. Notice on training on Alzheimer
- 3. Thank you note from Life Flight



DEPARTMENT OF AGRICULTURE, CONSERVATION, AND FORESTRY

THIS AWARD PRESENTED TO THE TOWN OF

VEAZIE

For achieving Tree City USA status for the 5th year Thank you for your commitment to community forestry in Maine!

CERTIFICATE OF ACHIEVEMENT

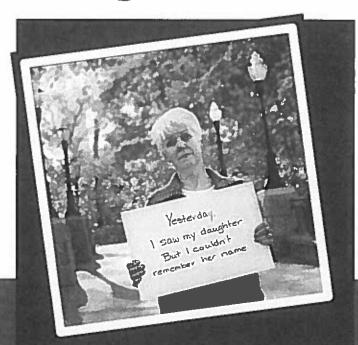
Given this 21st day of May, 2018

Doug Demes

V DOUG DENICO MAINE FOREST SERVICE, DIRECTOR

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Know the 10 Signs Early Detection Matters



A workshop presented by the Alzheimer's Association

alzheimer's **S** association

KNOW the 10 SIGNS

EARLY DETECTION MATTERS

Know the 10 signs

If you or someone you know is experiencing memory loss or behavioral changes, it's time to learn the facts. Early detection of Alzheimer's disease gives you a chance to begin drug therapy, enroll in clinical studies and plan for the future. This interactive workshop features video clips of people with Alzheimer's disease.

alz.org/10Signs 800.272.3900

Offered by: Eastern Area Agency on Aging

Time: 7:15 PM

Date: September 13th, 2018

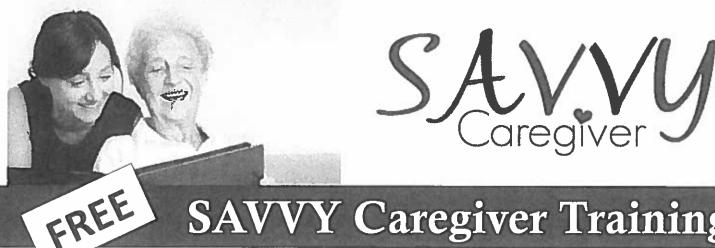
Location: Dirigo Pines

Please call: Karyn at 941-2865 to register









SAVVY Caregiver Training

Place: Bangor - Boyd Place Conference Room

When: Fridays, Aug. 17, 24, 31, Sept. 7, 14, 21 from 10:30 - 12:30

Place: Machias - Maine Veterans Home Conference Room

When: Fridays, Aug. 24, 31, Sept., 7, 14, 21, 28 from 2:00 - 4:00

Caring for a family member or friend with dementia?

The SAVVY Caregiver training can help

12 hour/six week education/training program for family and friends caring for individuals with dementia living in the community.

The Maine Savvy Caregiver Program Builds:

Attitude:

Develop a sense of confidence in caregiving

and learn how to care for yourself.

Skills:

Learn tips and strategies for interacting and communicating with the person and how to

understand and manage challenging behaviors.

Knowledge:

Learn what dementia is and how it affects the

person and his/her behavior.

Serving Eastern Maine Since 1973

Registration required: Call EAAA at 941-2865



Sponsored by: Office of Aging and Disability Service, Department of Health and Human Services, with funding from U.S. Administration on Community Living, Alzheimer's Disease Supportive services Program (ADSSP)

	S.		



Date:

June 15, 2018

Amount:

\$225.00

Fund:

Unrestricted

Town of Veazie 1084 Main St Veazie, ME 04401-7091

Dear Veazie Citizens:

Thank you. You just helped us give someone in Maine a second chance. Your gift will help LifeFlight bring our flying hospitals to critically ill or injured patients all over Maine and beyond when they most need us.

Your contribution helps people like seven year-old Annabell whose arm was so badly bitten by a dog that local EMS responders thought she might lose the limb. She was taken to her local hospital in Skowhegan where LifeFlight was called in to help provide emergency care. The crew flew her, in just 25 minutes, to pediatric specialty care at Maine Medical Center where surgeons were able to repair the injury. During the flight LifeFlight crew administered pain medications and antibiotics to Annabell while monitoring her status. Providing Annabell fast transport and the very best critical care in flight meant a better shot at full recovery for young Annabell.

You have a big heart. We are profoundly grateful to you for believing that every person in Maine deserves to have a second chance at survival.

Amy Pierce Root, MPH

Director of Development -- on behalf of the entire LifeFlight team

No goods or services were provided in consideration of this gift. All gifts are tax deductible to the fullest extent of the law. Please retain this receipt for your tax records.

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June 20,

Veazie Citizens,

THANK your for your

Cotizens of the (now) 190 to the Cotizens of the (now) 190 to Auppointing Maine towns who, who Veazie, all Atand with us is we strive to provide critical care for all in need - regardless of meome on location.

Melissa Marchetti, Development Assistant mmarchetti@lifeflightmaine.org



Memorandum

To:

Julie Strout

From:

Mark Leonard, Town Manager Y

CC:

Personnel File

Date:

06-28-2018

RE:

Letter of Recognition

I want to commend you for your hard work and dedication during a difficult election. You worked efficiently to have everything prepared for the election as well as Town meeting and still managed to keep up with your daily duties.

Without your willingness to step up and help despite how stressful a situation may be, the office would not run as smoothly. You complete your work with a smile and are always friendly with the residents.

I personally thank you for making the Town of Veazie a better place. Your co-workers, the citizens and I appreciate you and the work you do.