



**Agenda
Select Board Meeting
Town of Damariscotta, Maine
November 16, 2022
5:30 PM**

Join Zoom Meeting: <https://us02web.zoom.us/j/87878201039>
Meeting ID: 878 7820 1039 Passcode: Dama22

- I. Pledge of Allegiance**
- II. Call Select Board Meeting to Order**
- III. Minutes**
 - 1. November 2, 2022 and November 16, 2022 Select Board Minutes
- IV. Financial Reports**
 - 1. Payroll Warrants #
 - 2. Accounts Payable Warrants #
- V. Citizen Comments and General Correspondence**
 - 1. Healthy Kids Maine Letter
 - 2. Coastal Kids Preschool Letter
- VI. Town Manager Items**
 - 1. Capital Project Updates
 - 2. CBDG - Cupacity
- VII. Official Action Items**
 - 1. FY 24 Annual Town Meeting
 - 2. Winter Maintenance Contract
- VIII. Select Board's Discussion Items**
 - 1. FY 24 Budget Process/Timeline
- IX. Adjournment**



**Agenda
Select Board Meeting
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Join Zoom Meeting: <https://us02web.zoom.us/j/87878201039>
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I. Pledge of Allegiance

II. Call Select Board Meeting to Order

III. Minutes

1. November 2, 2022 and November 16, 2022 Select Board Minutes
 - i. Note there are some corrections that I included for the November 16th meeting as I recall them.

IV. Financial Reports

1. Payroll Warrants #
2. Accounts Payable Warrants #

V. Citizen Comments and General Correspondence

1. Healthy Kids Maine Letter – no action needed
2. Coastal Kids Preschool Letter – no action needed

VI. Town Manager Items

1. Capital Project Updates – more details will be available before the meeting. I am waiting for a follow-up from Gartley and Dorsky relating to most of our projects. In addition, there has been increased communication with EDA, however, we still do not have a written response from the committee with clear next steps.
2. CBDG – Cupacity – As you saw in the paper, Cupacity has closed and therefore are no longer going to utilize the CBDG funds. I have been working with Max at Midcoast Council of Government to learn about the closeout process in addition to whether the funds could be used to support a different business, should one be ready, willing, and able. I hope to have more information on this by the meeting, but if not, I will have it by December 21 for sure. In either case, CBDG is aware of all of this and is working with Max on next steps.

VII. Official Action Items

1. FY 24 Annual Town Meeting – a date needs to be set as building requests need to be submitted soon. Do you wish to hold the (second day of) Annual Town Meeting on Wednesday, June 14, 2023? We can decide later on in the budget process which articles the board wishes to pose via ballot or from the floor at Annual Town Meeting.
2. Winter Maintenance Contract – a draft of the revised contract is included in your packet. The Public Works Committee met on Wednesday and believe the language included in the contract is agreeable. If the board agrees and if there are no other changes, you should entertain a motion to sign the contract.

VIII. Select Board's Discussion Items

1. FY 24 Budget Process/Timeline – Cheryl sent out an email last week proposing a joint Budget Committee/Select Board meeting be held on Dec 21st, prior to the regularly scheduled Select Board meeting to discuss the upcoming budget process and timeline. Please indicate whether that proposed date/time is agreeable so we can get ready to dig in to the process!

IX. Adjournment

**MINUTES
SELECT BOARD MEETING
DAMARISCOTTA TOWN HALL**

**November 2, 2022 5:30 p.m.
Live and Via Zoom**

Members: Daryl Fraser, Chairperson; Louis Abbotoni, Tom Anderson, Andrea Keushguerian, and Josh Pinkham

Members Absent: Lou Abbotoni

Staff Present: Andrew Dorr, Town Manager; Lynda Letteney, recording secretary

Others Present: Ryan Coffin; Jason Warlick, Damariscotta Police Chief; Devin Guilfoyle, Darling Marine Center; Heather Leslie, Darling Marine Center; Sarah Risley, Darling Marine Center; August Avantaggio; Nick Simmons; Danielle Simmons; Patti Whitten; Lorraine Faraday; Martha Dodge, Geoff Keochakian, LCTV; and Evan Houk, Lincoln County News

I. Pledge of Allegiance: Chairperson Fraser led the Pledge of Allegiance at 5:30 p.m.

II. Public Hearing – Liquor License Renewal for American Legion

Chairperson Fraser opened the Public Hearing at 5:31 p.m., asking if there were any comments from the public. Hearing none, the public hearing was closed at 5:32 p.m.

On motion (Pinkham/Anderson) to close the public hearing on the American Legion liquor license

Vote: 4-0-0

III. Call to Order

The Select Board's meeting was called to order at 5:32 p.m. by Chairperson Fraser

IV. Minutes

On motion (Keushguerian/Pinkham)) to approve the minutes of 10/19/22 as amended to include the Town Planner's name (Isabelle Oechsle) when mentioning the position.

Vote: 4-0-0

V. Financial Reports

1. On motion (Pinkham/Keushguerian) to approve Payroll Warrant #23

Vote: 3-0-1

(Anderson abstaining)

2. On motion (Pinkham/Fraser) to approve Accounts Payable Warrant #24

Vote: 3-0-1

(Anderson abstaining)

VI. Presentations:

1. Damariscotta River Shellfish Project Update –Sarah Risley, University of Maine Darling Center

Sarah began by saying the shellfish project has been ongoing since 2019. She plans to address the background for the project, this year's activities and the results from this year. Ultimately, using the data from the study to project the impact in the Damariscotta River and its soft shell clam, wild oyster, and quahog populations. This ecological field study using first-hand knowledge and survey information as the basis for the study. Additionally, the project involves managing student volunteers, offers internships (high school/graduate students (SMCC), and monitors changes in shellfish predators, such as the blood worm and sand worm. Milky ribbon worms, and green crabs. **Andrea Keushguerian** asked about the green crabs and what their natural predators are. **Sarah** said mostly striped bass, birds, and blue crabs. **Tom** asked about the figures compared to last year. **Sarah** said they were about on par. **Tom** also asked if anyone was harvesting at Chadbourne. **Sarah** said a very few and mostly diggers. Much time was also spent interviewing harvesters and documenting their knowledge. Aside from

surveys, fish houses were visited and harvesters were interviewed. Through a series of slides with graphed information, **Sarah** pointed out the areas of greatest concentration. Findings: Westview has fewer soft-shell clams (possibly due to increase in green crab population); 2" minimum for all areas, but Days Cove and Chadbourne are closed to harvesting. Oysters are present across all sites and quahogs are most abundant at Westview. They appear to be green crab resistant. The fewest green crabs are at Day's Cove. Summer months tend to enhance the quahog population.

The study has three areas of concentration:

- 1) quantifying shellfish population to inform the number of licenses issued and to maintain conservation closure areas.
- 2) monitoring shellfish predators to identify fishery threats and to monitor conservation timing activity; and
- 3) harvesting knowledge which will guide future research; and will highlight challenges and concerns.

Additionally, seeding is an important step as it is a source for future harvesting and it seems to decrease the green crab population. Hearing no further questions, Daryl Fraser thanked her for the presentation. She left her email should anyone wish to contact her (sarah.risley1@maine.edu)

VII. Citizens Comments and General Correspondence

1. August Avantage spoke to the condition of Heater Road. He said it was getting really bad, He is aware that it is in litigation. Andy told him that he was awaiting new signatures as there were minor changes. It should be able to be smoothed out end of the week.

2. Nick Simmons and his sister, **Danielle**, explained that their medical marijuana retail site has to be moved as it falls within the 1000 ft. buffer of a school/day care facility. Building to building it meets the 1000 ft. distance but it is property line to property line, and it does not make the distance of 1000 feet. State statute says it can go as low as 500 ft. Can the Town lower the distance requirement to 500ft from a school? **Andy** said it would have to go through the Town Planner, Isobelle Oechsle, to change an ordinance. **Tom Anderson** does not believe the Planning Board will go along with that. Mr. Simmons can ask to be put on the December Planning Board meeting.

VIII. Town Manager's Items

An item not on the agenda is the kayaks. They have been removed from the water and the rack they are stored on will be moved once they on it.

1. Capital Project Updates

A. Miles Street – The notice of award should have gone out by now. They still have to confirm exactly where the water lines can be placed. They are working with the donor. The hospital has confirmed \$30K and \$60K for Phase I and Phase II of the sidewalk project between Schooner St. and Bristol Road.

B. Egypt/Belvedere Rds. - Andy D. will be meeting with Andrew H. (Gartley & Dorsky) and the contractor to discuss various ideas for any known alternatives before finalizing the contract. An overlay from Rocky Run to Biscay has been added to paving budget.

C. Hodgdon Road – **Andy** is working on finding a common meeting time for the committee to discuss the final plans. The final design is nearly complete. Plan is to go out to bid this winter for summer work.

D. Heater Road – There have been numerous complaints/inquiries into the condition of this road. Andy still does not have all the owner signatures on the revised deed. In the meantime, the road will be graded before winter to achieve the shape needed to provide safe access along this section of road.

IX. Official Action Items

1. On motion (Pinkham/Anderson) to accept the anonymous donation of \$117K and deposit it in the Sidewalk Reserve Fund to be used for the Church Street sidewalk project. Vote: 4-0-0

2. On motion (Pinkham/Anderson) to approve the Liquor and Entertainment License Renewal for the American Legion Vote: 4-0-0

3. Cemetery Mowing Contract – Patti Whitten spoke to this item saying that only one company was present at the pre-bid meeting and only one company submitted a bid for services. For three years the total is \$112,909.00 with this year's price being \$36,711. This represents an increase of \$7,961. Patti favored a 5 year contract and for putting money aside. Josh Pinkham said that moving forward, this should be on the bid sheet in fairness to all.

On motion (Anderson/Fraser) to accept the donation and deposit it into the Sidewalk Reserve to be used for the Church Street sidewalk project. Vote: 4-0-0

4. Surplus Town-owned Property – Chief Warlick spoke to this. He stated that the current ammo department was in the process of replacing handguns. Ammunition left over from the old guns does not fit the new guns. The Chief is asking the Board for permission to sell the current ammo and to deposit monies generated from the sale to be used to credit the current equipment operating budget to help offset the costs of the new firearm purchase. He stated that he believes he has a buyer lined up.

On motion (Fraser/Pinkham) to authorize Chief Warlick to dispose of the surplus ammo and allow the revenues to be receipted to the operating budget to offset the cost of the firearm upgrade.

Vote: 4-0-0

5. Special Town Warrant: FY 23 Winter Maintenance Contract – The Public Works Committee sent a memo to the Board summarizing the discussion and the position of the PW Committee. Minimizing the costs to taxpayers and maintaining the level of service received were important factors in their recommendation. Recommendation is to consider the 2 year extension of the current contract and agree to the proposed increases for the remaining 4 years of service. This includes a fuel service charge and the possibility of a salt surcharge acknowledging the volatility of these markets and major contributors to the contract price. **Josh Pinkham** said he wanted to make sure the public was aware of this. Working together on a contract raised some legal concerns and the committee would like a legal opinion. The Committee had asked if there was protection/recourse for changing the contract.

On motion (Fraser/Anderson) to approve the Special Town Meeting Warrant for Wednesday, November 16th to see if the voters will approve \$32,500 from the undesignated fund balance to fund the increase in the winter maintenance contract. Vote: 3-1-0

(Pinkham in the negative)

6. CMP Pole Permit – Several poles will be installed as replacements along this road. This doesn't increase the number of poles on one side of the road, but does put a new pole on the other side. This new pole needs approval from the Municipal Officers.

On motion (Pinkham/Keushguerian) to approve the CMP Pole Permit.

Vote: 4-0-0

X. Select Board's Discussion Items

Tom Anderson said Andy had asked him to check with Townsfolk about Pumpkinfest. One vendor he talked with said he had 10X the sales as last year. Other vendors were not as specific but all seemed very happy. The parade was well-attended. Public safety was good; there were a couple hiccups but overall

it was very good.

Lou Abbotoni - nothing

Andrea Keushguerian – no comments

Josh Pinkham - nothing

Daryl Fraser - nothing

XI. Adjournment

On motion (Pinkham/Anderson) to adjourn the Select Board's meeting at 6:30 p.m. Vote: 4-0-0

Respectfully submitted,

Lynda L. Letteney

Recording Secretary

We, the undersigned, do hereby approve as written, or with corrections as noted, the minutes of the above-designated Select Board meeting on November 2, 2022.

Daryl Fraser, Chairperson

Louis Abbotoni

Tom Anderson

Andrea Keushguerian

Joshua Pinkham

Town of Damariscotta, Select Board meeting minutes of November 2, 2022, signed this date:_____

Special Town Meeting – Warrant for Public Works Funds

The Special Town Meeting was called to order at 5:31 p.m. Chairperson Fraser began the meeting stating that the warrant was asking for \$32,500 additional in the winter maintenance budget due to increases in salt and sand price. Proposed budget is \$295,816.92.

On motion (Abbotoni/Fraser) to accept the increase in the Winter Maintenance Budget.

First speaker was John Pinkham, a resident of Heater Road, who stated that he felt the road maintenance was 95% more than satisfactory. He asked if the contract specified fixed prices. If so, a contract is a contract. Going forward he would like language to protect the contract. **Daryl Fraser** commented that the attorney was contacted. We could adhere to the contract but it would mean a decrease in services. It becomes the lesser of two evils. The Public Works Committee does not want a decrease in services. Following good faith conversations, this adjustment represents a “happy medium.” These are based on projected costs over today’s prices, and this still may not be enough. Would there be “payback” and a return of money to the budget if not used? In the future de-escalators and escalators should be built into the contract and it should go out to bid again. If prices continue to go up, would there be less services downtown?

Hearing no other comments, **Chairperson Fraser** closed the public hearing at 5:45 p.m.

MINUTES
SELECT BOARD MEETING
Damariscotta Town Hall
November 16, 2022 5:30 p.m.
Live and Via Zoom

Members: Daryl Fraser, Chairperson; Louis Abbotoni, Tom Anderson, Andrea Keushguerian, and Josh Pinkham

Members Absent: None

Staff Present: Andrew Dorr, Town Manager; Lynda Letteney, recording secretary

Others Present: Ann Pinkham, John Pinkham, Geoff Keochakian, LCTV; and Evan Houk, Lincoln County News

I. **Pledge of Allegiance:** Chairperson Fraser led the Pledge of Allegiance at 5:30 p.m.

II. **Call to Order**

The Select Board's meeting was called to order at 5:44 p.m. **by Chairperson Fraser**

III. **Minutes**

On motion (Fraser/Abbotoni) to table the minutes of 11-2-22

Vote: Consensus

IV. **Financial Reports**

1. On motion (Pinkham/Abbotoni) to approve Payroll Warrant #25

Vote: 5-0-0

2. On motion (Anderson/Abbotoni) to approve Accounts Payable Warrant #26
(Pinkham in the negative)

Vote: 4-1-0

V. **Presentations: None**

VI. **Citizens Comments and General Correspondence –**

a. **70 Church Street**

Property owner Jessica Sirois sent a letter to the board outlining her concerns. Chairperson Fraser said that this request related to the Hodgdon Street Project and Ms Sirois is requesting a site visit to work out the issue. Daryl said the project is pretty far along for this to come up. Andrew Hedrich has met with the property owner on numerous occasions and the changes she wanted have been factored in or at least considered, although the current request would require additional design changes. We are close to going to bid on this project. Tom Anderson said the engineer has to go over this again anyway. Andy Dorr said it involves a new layout with a question of moving the driveway. We need a final determination on the location of a driveway and an updated cost estimate.

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VII. **Town Manager's Items**

A. **Capital Projects Updates**

i. Parking Lot Project – US EDA has not provided the comments for the Town's Request for Change of Scope. The comments are anticipated any day. Once received, we will have a better sense of how to proceed.

ii. Heater Road – A couple more property owner's signatures need to be collected to complete the road ownership process. Agenda item VIII. 4 goes into further detail regarding a request for expenditures from the reserve account that will cover the changes.

- iii. Safety Works – They visited [the town's public works facility on 10/14/22](#) and went down a check list with the Town Manager. This is a voluntary review and revealed a couple of policies that need changing.
- iv. FY23 Winter Maintenance – Pending a vote on the additional \$32,500 contract will be met. The proposed contract will be presented to the Board the next meeting. IN the meantime, the Public Works committee will meet (11/22/22 at 2 pm) and will work out remaining details with George Parker.

VIII. Official Action Items

1. Abatement – Ed Hodgins, our Assessors Agent, discovered an error of omission dating back to tax year 2020-21. The previous owner moved his mobile home off this lot in 2019 and has not responded to attempts to collect owed taxes (\$254.13). Recommendation is to write off the amount as uncollectible and let the new owner begin fresh.

On motion (Fraser/Anderson) to accept the assessor's recommendation for an account adjustment, as presented, for RE 1798, for a total abatement of \$254.13

Vote: 5-0-0

2. On motion (Pinkham/Anderson) to approve George Chase to the positions of Code Enforcement Officer, Licensed Plumbing Inspector and Addressing Officer **Vote: 5-0-0**

John Pinkham added that this might be a position that needs to have an alternate appointed as well.

3. On motion (Pinkham/Abbotoni) to approve the Town Manager to sign for the Board to enter into an agreement with Lincoln County for Animal Control Services for the Town of Damariscotta.

Vote: 5-0-0

4. Heater Road to Hutchins – John Pinkham thought the road had to be paved before anything could be done. Josh Pinkham added that as of now it is private and we're not allowed to even fill in holes. Hutchins has been done for 900 feet. Seth Hagar added that it was 949 feet to the first road. In 2020 the estimate was \$12,000. Proposal is for first 900 feet with a bus stop cut out and residents are responsible for their mailboxes. A question arose about authorization for the allocation and that needs to be confirmed before it can be voted on.

5. Cemetery Deed – **On motion (Fraser/Abbotoni) to sign the Cemetery Deed and Perpetual Care Contract for lots 109,110, and 111 located in Hillside Cemetery, Annex 2.** **Vote: 5-0-0**

6. Cemetery Deed – **On motion (Fraser/Abbotoni) to sign the Cemetery Deed and Perpetual Care Contract for lots 1104, 1105, and 1106 located in Hillside Cemetery, Annex 2.** **Vote: 5-0-0**

7. Emergency Fuel – Colby & Gale has handled this in the past. Funds are strictly for town vehicles and not for fuel. Funds are provided from Emergency Management Agency (EMA) for protecting facilities and go to Police and the Town. The liability section is under revision.

On motion (Anderson/Abbotoni) to accept EMA funds and use Colby & Gale as the provider for the security services incurred by Town/Police vehicles. **Vote:**

4-0-1 (Fraser abstaining)

8. Egypt/Belvedere Roads Contract – Andrew Hedrich is finalizing the terms. Seth, Andrew, Josh and Andy had a meeting and concluded there was a need to limit change orders and request a skim coat. Andrew Hedrich visited Egypt Road for the initial bid and unit pricing. Refined numbers needed before finalizing the bid. 1) Rocky Run/Biscay Rd. is very much degraded and needs full depth reclamation; 2) Cider house/Cohen will have to dig 1 foot deep, grind, and apply additional

material. Hagar can do it. Adjustment to Rocky Run requires a skim coat immediately (necessary for plowing), then reclaim in spring and redo. There are 4-5 other areas that will need skim (approx. 1000ft.) – i.e. Back Meadow, Hoffses Beach, etc.) Plan is to incorporate cost of reclaim and short term skim cost in total bid. **Josh Pinkham** added that he wanted to make sure coat was 5/8”-3/4”, tapped and secured so it is smooth for plowing. **John Pinkham** questioned whether or not there was enough time before winter set in. **Seth** assured John and the Board they could get it done. Feeling was that they should finalize the contract and get the skin coat done. **John Pinkham** asked if it was just to Rocky Run. **Seth Hagar** said it’s actually 200 ft. past Rocky Run. **Josh Pinkham** said he hoped they could do the little piece at the campground where there is an old car garage. **Andrew Hedrich** said they can shift linear feet around.

On motion (Abbotoni/Anderson) to allow Hagar to do skim coat prior to winter. Vote: 4-1-0 (Pinkham in the negative)

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IX. Select Board’s Discussion Items

Tom Anderson – There is a Central Lincoln County Ambulance meeting Monday to finalize the budget. They have not heard back from Edgecomb and plan to go ahead, excluding Edgecomb. Without Edgecomb our share will increase \$6,000.

Lou Abbotoni - nothing

Andrea Keushguerian – 435 Main Street (Camden National Bank) TIF project. Andrea asked if the sidewalk was included in this project. Also what about the trees that were supposed to be there? The base for the sidewalk is there but not finished. Also Dollar General and Sherwin Williams had money set aside for sidewalk. (Probably won’t cover much now.) She would like to see “revisit” requirements with these projects so they get completed as promised.

Josh Pinkham – Happy Thanksgiving to all and to the staff.

Daryl Fraser - nothing

X. Adjournment

On motion (Pinkham/Abbotoni) to adjourn the Select Board’s meeting at 6:45 p.m.

Respectfully submitted,

Lynda L. Letteney
Recording Secretary

We, the undersigned, do hereby approve as written, or with corrections as noted, the minutes of the above-designated Select Board meeting on November 16, 2022.

Daryl Fraser, Chairperson

Louis Abbotoni

Minutes from 11-16-22 (cont’d):

Tom Anderson

Andrea Keushguerian

Joshua Pinkham

Town of Damariscotta, Select Board meeting minutes of November 11, 2022, signed this
date: _____



Board of Directors

Alicia Hunter, LSW
President

Hannah Kutschinski
Vice President

Alexis Brinkler
Treasurer

Sandy Guibord
Secretary

Rev. Charlene C. Corbett

Erin Garey

Lt. Brenan Kane

Amy Krawic

Katherine Ramirez

Marcy Whitcomb

Sara White

Staff

Leslie Livingston, MS
Executive Director

Mindy Correll, MS
Educator

Barbara Dakin
Office Assistant

November 21, 2022

ATTN: Selectmen
Town of Damariscotta
21 School Street
Damariscotta, ME 04543

Dear Selectmen,

Thank you so much for the \$2200 appropriation. With your generous donation, we are able to continue our work serving our community through education, networking groups and support groups that give parents information and the tools they need to help them with the wonderful, yet often challenging, job of being a parent. Additionally, we provide professionals with the most up-to-date information on the prevention and reporting of child maltreatment.

We currently provide over 3,000 units of service in Lincoln County to support both parents and professionals through our Home Visiting Program, parent groups held in Damariscotta, Waldoboro and Boothbay Harbor, Supervised Visitation Program, school programs, an educational program for inmates at Two Bridges Regional Jail, and educational training for professionals who work with children. We are very excited to have recently started a new parent support group this fall, focusing on the support and education of parents of the toddler to preschool age group.

Our mission is to provide professionals, parents and other caregivers with the support and education they need to help children grow up to reach their greatest potential and to prevent any form of child maltreatment.

We so appreciate your support of Healthy Kids, believing we make a difference in the lives of the children and families in our community!

Sincerely,

Leslie Livingston, M.S.
Executive Director



Coastal Kids Preschool

*Providing an inclusive, developmentally appropriate education
for preschool children of all incomes and abilities*

November 28, 2022

BOARD OF DIRECTORS

Patrick Parson
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Normand Saucier
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EXECUTIVE DIRECTOR

Dr. Caer Hallundbaek

EDUCATION DIRECTOR

Jenn Caron



*Coastal Kids Preschool
is a 501(c)(3) nonprofit
organization and an
Equal Opportunity Employer.*

Matt Lutkus
Town of Damariscotta
21 School St
Damariscotta, ME 04543-4615

Dear Matt,

Thank you so much for your recent gift of \$2,000.00 to support Coastal Kids Preschool. Every child deserves the opportunity to learn and grow, and to experience all the wonders of childhood. Your gift helps allow us to provide those opportunities and experiences every day.

Each year we serve close to 100 children and their families! Our high quality, developmentally appropriate preschool program serves children of all incomes and abilities. The impact from philanthropic support at Coastal Kids can be seen every day in our busy classrooms, through our scholarship program to assist families who qualify, by providing education for continued staff growth, and by reducing barriers that so many working families face in securing quality care for their children. Your generosity makes all of this possible...and more.

Best wishes for a safe and healthy fall and many thanks again.

Sincerely,

Dr. Caer Hallundbaek
Executive Director

*Thank you so much for
your ongoing support -
it means so much!*

TOWN OF DAMARISCOTTA, MAINE
DOWNTOWN WINTER MAINTENANCE
SANDING, SALTING, and PLOWING

Five-Year Contract

Term: September 1, 2019 to August 31, ~~2024~~ 2026

This contract between the Town of Damariscotta, by and through its Board of Selectmen (referred to as "Selectmen"), and Hagar Enterprises Inc. (referred to as "Contractor") provides for services related to the salting, and plowing of the areas listed below. Administration of this contract for the Town shall be the responsibility of the Town Manager and the Town Road Commissioner. When the contract refers to "Contractor" it includes employees and agents of the Contractor.

A. SERVICES:

Contractor agrees to remove snow ice that accumulates from sleet, freezing rain, snowfall or drifting snow from the streets, sidewalks and parking lot listed below between September 1, 2019 to August 31, 2020 of the first year, September 1, 2020 to August 31, 2021 of the second year, September 1, 2021 to August 31, 2022 of the third year, September 1, 2022 to August 31, 2023 of the fourth year, and September 1, 2023 to August 31, 2024 of the fifth year. The streets, sidewalks and parking lots included in this contract are as follows:

1. Main Street Sidewalk & Other

Sidewalks:

This includes Main Street sidewalks from the Information Center at the southwest end of Church Street to halfway across the Damariscotta/Newcastle Bridge, and sidewalks on Water Street, Cross Street, Theater Street, Elm Street to Lewis Point Road, the Bristol Road sidewalk from Main Street to the Firehouse Gallery, and the Bristol Road/Main Street island sidewalk. Note: The Maine Department of Transportation is responsible for plowing snow removal on Main Street (1B) travel lanes, while the Town contractor is responsible for snow removal from the resulting windrows and from sidewalks.

2. Parking

lots:

Municipal Parking Lot: This includes the Municipal Lot between Main Street and the waterfront, including the boat launch ramp, the parking spaces that the Town is required to plow per 2011-2013 release deeds executed with Main Street building owners and western access point to the lot at Main Street, Taco Alley, and the eastern access at Water Street. A map showing the Municipal Parking Lot area that must be plowed and salted as part of this contract is attached as Appendix A

3. Elm, Cross, Water and Theater Streets and Lewis Point Road

At the Selectmen's option, this agreement may be extended for two years, September 1, 2024 to August 31, 2026 (Years 6 and 7). The contractor shall provide the Town with a proposed updated payment schedule (See Section J) for the years 2024-2025 and 2025-2026 no later than eight months prior to the start of years 6 and 7. The Selectmen shall notify the Contractor of its exercise of option no later than six months prior to the start of the two year (Years 6 and 7) extension.

B. INDEPENDENT CONTRACTOR.

The Contractor and its agents and employees, during the performance of this contract, shall act in an independent capacity and not as officers or employees of the Town of Damariscotta. Any and all workers needed to fulfill the obligations of this contract shall be employees or agents of the Contractor and the Contractor shall be solely responsible for complying with applicable State and Federal laws including, but not limited to, workers' compensation, employment security, and minimum wage. The Contractor is responsible for maintaining its equipment in a safe, operable, and legal condition.

C. PERFORMANCE REQUIREMENTS.

1. Contractor will provide and maintain manpower, materials and equipment necessary to satisfy the requirements of this contract.
2. Main Street and adjacent sidewalks and the municipal parking lot as defined in section A.2 above shall be plowed and treated as salt-priority areas in strict compliance with the Maine Department of Environmental Protection (DEP) Waste Snow Dump Permit #ME0102768. A copy of this permit is attached as Appendix 8. In particular, the Contractor must comply with Section C and D under the "Special Conditions" section of the permit. The Contractor is aware that under this permit, these are the only areas from which snow can be removed and discharged into the Damariscotta River.

The Contractor is responsible for maintaining the records required under the snow discharge permit (Section D) including up-to-date records showing the approximate quantity of waste snow by date of discharge. This record log shall be made available to Town officials upon request. Also as required by DEP, the contractor must provide a list of all employees who will be providing services in the snow discharge area and shall ensure that all of these employees receive training on the requirements of the permit. The Contractor is not responsible for completing the "Best Practices" document since this will be prepared by the Town. All snow collected from Main Street sidewalks shall be discharged into the

River per the snow discharge permit and not blown, shoveled or plowed onto property outside of the public right-of-way.

3. The Contractor shall comply with the provisions contained in the Snow Disposal License Agreement with the River Falls Trust attached hereto as Appendix C.
4. The Contractor will commence plowing, sanding (where permitted) and salting when the snow on the road surface has reached a depth of no more than inch (1") on Elm, Cross, Water and Theater Streets and Lewis Point Road. Snow removal and sanding operations shall continue until roadways are cleared of snow to the ditch line or curbing. Careful attention shall be given to the melting action so as to remove any and all slush as soon as possible.
5. During severe storms or drifting, plows will continue to operate as necessary to maintain two-way traffic. Immediately following extreme conditions, snow will be plowed back to the curbing or ditch line of the roadways. Contractor must have communication equipped vehicles compatible with the Lincoln County communication system so that messages of urgency can reach the plowing or sanding vehicles Contractor must respond to messages of urgency from the Road Commissioner, or officials of the Town. The Town will provide the Contractor with the access necessary for the Contractor's vehicles to receive and send communications to County and Town personnel.
6. With the exception of the Elm Street sidewalk, snow removal, salting and sanding (where permitted) on all sidewalks and parking lots will begin prior to or immediately at the onset of a snow storm and continue through the duration of the storm. Elm St sidewalks will only be cleared once at the end of the snowstorm and only one application of salt will be performed, Salt is to be applied to sidewalks and parking lots as required.
7. In the event of an ice storm, salting shall commence immediately and continue until all roadways, parking lots, and sidewalks are safe.
8. Contractor will follow MDOT methods and precautions of plowing, sanding and salting. Such methods and practices as excessive speed of plows and disregard of mailboxes must be controlled by the Contractor and will be monitored by the Road Commissioner. Contractor will fix or replace properly installed mailboxes or roadway traffic signs that have been hit or damaged by Contractor plows.
9. Contractor agrees to supply, deliver and stockpile all of the sand and salt required to properly carry out the Contractor's duties under this Contract. The contractor may store salt in the Town's Heater Road salt shed. All labor and equipment necessary to stockpile salt will be the responsibility of the Contractor. All salt will be equal to or better than the quality specified and used by the State of Maine. Salt shall be pre-mixed with sand at a proportion of at least 140 lbs. of salt to one cubic yard of sand. Any salt stored property on other than Town

property must be DEP approved. The Contractor shall furnish the Town with a copy of the DEP salt storage permit by September 15 of each year of the contract.

10. The Contractor will be responsible for loading salt into the trucks. The Contractor will be responsible for cleaning the area outside of the salt shed in accordance with Appendix D. The clean-up work will be done no later than May 15th of each year of this Contract or extensions thereof and will include the removal of all sand and salt debris from winter operations. Sand and salt shall be stored at the Town's facilities and used exclusively on Town of Damariscotta roads, parking lots and sidewalks. Contractor will allow the Town's Road Commissioner to take salt for treating Town facilities and with Town equipment. The Town shall reimburse the Contractor for the cost of this material.
11. Contractor will reimburse the Town, through direct payment or a deduction from the final annual payment to the Contractor, for the cost of replacement of fencing, signs, signposts, or guard posts that are damaged by reason of snow removal operations under this agreement, if the Road Commissioner determines that such damage could have been avoided by the Contractor.
12. Contractor will complete the initial treatment of Town facilities listed in this contract before proceeding to private contracts.
13. At the direction of the Road Commissioner or upon the request of the Police Chief or Fire Chief, the Contractor shall provide additional services to clear snow or apply sand at any emergency scene, the cost of which will be borne by the Contractor.
14. Contractor will provide the Road Commissioner a list of equipment and contact cell phone numbers not later than September 15th of each contract year.

D. INSURANCE.

Contractor agrees to maintain Commercial General Liability insurance with a limit of not less than \$1,000,000 for bodily injury and property damage claims which arise from snow removal or sanding operations under this contract. Contractor agrees to maintain Business Auto Liability insurance with a Combined Single Limit of not less than \$1,000,000. Contractor agrees to name the Town as an additional insured on both the General Liability and Business Auto Liability. Contractor agrees to maintain Workers Compensation coverage per Maine State Statute and Employers Liability with aggregate limits of not less than \$1,000,000. The contractor will require of their insurance company(ies) that

should any of the limits be changed or coverages be cancelled on the above mentioned policies, the contractor's insurance carrier(s) will notify the Town in writing in advance. The Contractor will provide to the Town a Certificate of Insurance evidencing the above mentioned coverages before the project begins and upon subsequent renewals for a period not less than two years after the project is completed. The Contractor is responsible for all subcontractors and will require the subcontractors meet the same insurance requirements.

E. SURETY BOND OR LETTER OF CREDIT.

The Contractor is required to execute and file with the Town either a surety bond or letter of credit covering the terms of these specifications in the amount of 65% of the current yearly payment due Contractor pursuant to Section I of this contract from a company authorized to do business in the State of Maine and satisfactory to the Town. Said executed surety bond or letter of credit shall be required for the faithful performance of this Contract and the indemnification of the Town against all loss by reason of any claims, deficits, objects, liens, encumbrances, damages, or cost of suit arising from the non-fulfillment of any provisions herein contained. The Contractor shall submit such surety bond or letter of credit to the Town by September 15th of each year of the Agreement.

F. SUPERVISION AND CONTROL.

The Contractor has a right and duty to supervise and control its own employees, agents and equipment. The Road Commissioner has a right to inspect winter road maintenance operations and notify the Contractor of any problems, errors or non-performance. The Road Commissioner may order that work be done in a satisfactory manner to be determined by Road Commissioner.

G. BILLS AND CLAIMS.

The Contractor is responsible for all costs for labor, materials, equipment, fuel, and other items incurred in the performance of this contract.

H. BREACH OF CONTRACT.

If the Contractor is in violation of any terms of the contract, or if the Selectmen or its representative is of the opinion that the work described in the contract is being performed unsatisfactorily, the Town shall immediately give oral notice to the Contractor and written notice to the Contractor's Surety. Upon receipt of such notice, the Contractor shall be given reasonable time ("reasonable time" may vary depending on the nature of the breach, and road and weather conditions) to

comply with the terms and conditions of the contract or rectify the unsatisfactory work. In the event that the Contractor still does not for whatever reason perform duties of the contract to the satisfaction of the Selectmen, or if the Contractor is not in compliance with the terms of the contract, the Town shall have the following options:

1. Terminate the Contract: The Selectmen may terminate the contract by sending the Contractor and the Contractor's Surety a written notice stating the reason for termination. Contractor shall be paid for all work that is satisfactorily done by that time, but the remainder of the money due under the contract may be used to obtain another contractor to maintain the roads.
2. Substitution: The Selectmen may hire a substitute contractor to plow and sand the roads for any period of time considered necessary. Substitution shall be paid from the remainder of any money due to the Contractor (but unearned) under the contract.
3. In the event the Town is unable to find a substitute contractor, the Town shall be entitled to receive from the Contractor as damages an amount equal to the higher of: (1) twice the outstanding balance which would have been paid by the Town if the Contractor had performed as agreed for the remainder of the current year of the Agreement; or (2) any actual, incidental and compensatory damages suffered by the Town as the result of the Contractor's failure to perform. Provision for such damages shall be made a condition of the bond.
4. The Selectmen shall seek any other legal remedies available to enforce the contract.

I. **DISPUTE RESOLUTION.**

If either party fails to perform according to any of the terms or conditions of this Agreement at the time and in the manner specified, such failure to perform shall constitute a breach of this Agreement.

The parties to this contract recognize that the primary goal of this agreement is to provide for the public safety of citizens using the roads and parking lots in Damariscotta. In keeping with this the parties agree to work together in the event of a disagreement during a snow storm or ice storm or other weather related emergency to provide for the public safety and to resolve any differences regarding work or interpretation of this agreement by mediation following the conclusion of the storm or weather related emergency. Such performance shall not be considered to be a waiver of the rights of either party under mediation.

In the event of a claim of non-performance by either party, the party claiming a breach by the other shall give the alleged breaching party notice by the quickest means possible, followed immediately by written notice to the address of the alleged breaching party as provided hereinafter. The immediate and written notice shall provide the other party with the exact nature of the alleged breach and exactly what the party should do to correct the breach.

- A. If the Town is alleging that the Contractor is in breach due to failure to clear snow or ice or some other specific violation of the work called for in the contract, the contractor shall immediately correct the alleged breach and in doing so does not waive its right to dispute the allegation in a later mediation as hereinafter provided. If the allegation of a breach occurs during a storm and related to the work of the Contractor and the Contractor refuses or fails to remedy the alleged breach immediately, placing the public at risk, the Town may terminate this agreement on seven (7) days' notice to the Contractor.
- B. If the Contractor is alleging that the Town is in breach and immediate action by the Town would correct the alleged breach by allowing the Contractor to perform its work then the Town shall immediately correct its action or failure to act. If the alleged breach concerns payment or non-weather or non-storm related actions by the Town, the Town shall, on notice of the exact nature of the claim, have seven business days to correct the alleged breach. If not so corrected, the Contractor may, on seven days' notice beginning at the time of refusal to correct, terminate the contract.
- C. Either party may invoke mediation in order to resolve the dispute prior to termination and such invocation of mediation shall toll the running of the seven day termination notice until mediation is complete. During the period pending mediation both parties shall continue to be bound by the duties and obligations under this contract. Such mediation shall be the sole remedy under this agreement
- D. The parties agree to submit any dispute to mediation under the Maine Mediation Service. All mediation under this agreement shall be commenced not more than ten (10) days from the date of notice and completed not more than 21 days following such notice. Both parties, as a part of this agreement agree to cooperate fully with any mediator and the mediation process and to move such mediation along as rapidly as possible in order to minimize any negative effect or delay that such may have on the Town. The party losing the mediation shall be responsible for the cost of mediation and if both parties are found to be responsible, shall share the cost of the mediation equally.

J. SERVICE OF NOTICES.

In any case where it is desirable for the Town to serve upon the Contractor any notice or demand, it shall be sufficient to send a written or printed copy of said notice or demand by certified mail, return receipt requested, postage prepaid, addressed to:

Hagar Enterprises, Inc.
54 Biscay Road
Damariscotta, ME 04543

In any case where it is desirable for the Contractor to serve upon the Town any notice or demand, it shall be sufficient to send a written or printed copy of said notice or demand by certified mail, return receipt requested, postage prepaid, addressed to:

Town Clerk
Town of Damariscotta
21 School Street
Damariscotta, ME 04543

K PAYMENT SCHEDULE.

The Selectmen agree to pay the Contractor for each agreement period as follows:

2020	\$103,637.75	
2021	\$103,637.75	
2022	\$103,637.75	
2023	\$106,228.70	\$117,571.33
2024	\$108,353.27	\$132,619.59
2025		\$150,197.91
2026		\$170,860.25

It is further agreed that payments to the Contractor shall be paid as follows: 1/9 of the contract price on or before the first day of each month, to begin on September 1st of each year of the contract and to end with a May 1st payment. Any initial payment each year will be held until the Contractor has provided proof of satisfaction of conditions of this contract which shall include but not be limited to insurance certificates for workers compensation and liability coverage, and performance bond or letter of credit.

L. Fuel Escalator

A fuel surcharge shall be assessed each month based on actual gallons consumed in the Hagar trucks/apparatus in Damariscotta for snow removal duties as outlined in the contract. The base charge for diesel fuel price is set at \$5.90 per gallon. The

Town will be invoiced based on the actual price of diesel fuel sold to Hagar Enterprises Inc. from Colby & Gale shown on the most recent fuel invoice for the preceding month when the price per gallon exceeds \$5.90. In the event that the published diesel price drops below \$5.90 per gallon, a rebate shall be payable to the Town calculated on the same basis as above.

This provision shall apply to each month's invoicing from December through April, applying the surcharge or rebate to the previous month's fuel consumption. A separate invoice or rebate shall be issued in May for the month of April. Each invoice will include the miles and hours of use for the dedicated equipment.

Hagar shall provide the Town with access to its records and calculations of fuel usage on request. The Town of Damariscotta shall pay invoices within 21 days of receipt.

M. Salt Escalator

A salt surcharge shall be assessed each year based on 1,000 tons of salt purchased as required by the contract. As the Town does not own the excess material at the end of the season, the Town will be responsible for the salt applied rather than the purchased quantity. The base price shall be set at the approved 2022 Maine DOT tonnage rate of \$82.50 (2022 Hagar negotiated contract price).

This provision shall apply to each month's invoicing from December through April, applying the surcharge or rebate to the previous month's salt application. A separate invoice or rebate shall be issued in May for the month of April.

Hagar shall provide the Town with access to its records and calculations of fuel usage on request. The Town of Damariscotta shall pay invoices within 21 days of receipt.

N. LOADER OPERATIONS.

Should it become necessary to have snow removed during any Agreement Period Contractor will charge \$130 per hour to include the loader operator. All billings for such Loader operations shall be billed separately and shall be paid by the Town within thirty (30) days of receipt of Contractor's invoice.

O. ASSIGNMENT, AMENDMENT, SEVERABILITY, AND JURISDICTION.

The Contractor's rights and duties under this contract cannot be assigned or transferred by the Contractor to another person or entity without the express written consent of the Selectmen. This contract may be amended only by written consent of the Selectmen. If any part of this contract is declared by a court to be void and unenforceable, the remainder of the contract continues to be valid and effective. This contract shall be interpreted and enforced pursuant to the Laws of the State of Maine.

P. TOWN MEETING BUDGET APPROVAL

The fulfillment of this contract is contingent upon approved funding at Town Meeting.

Signed this _____ day of December 2022,

Andrew Dorr, Town Manager,
on behalf of the Select Board
Damariscotta, Maine

Hagar Enterprises, LLC

TOWN OF DAMARISCOTTA, MAINE
WINTER ROAD MAINTENANCE
SANDING, SALTING, and PLOWING

Five-Year Contract

Term: September 1, 2019 to August 31, 2024 ~~2025~~ 2026

This contract between the Town of Damariscotta, by and through its Board of Selectmen (referred to as "Selectmen"), and Hagar Enterprises Inc. (referred to as "Contractor") provides for services related to the sanding, salting, and plowing of all Town roads exclusive of the roads covered in the Downtown Winter Maintenance Contract. The administration of this contract for the Town shall be the responsibility of the Town Manager and the Town Road Commissioner. When the contract refers to "Contractor" it includes employees and agents of the Contractor.

A. SERVICES:

Contractor agrees to remove snow, properly sand and control ice that accumulates from sleet, freezing rain, snowfall or drifting snow, from approximately twenty one and a half (21.5) miles of State-aid and Town streets and roads between September 1, 2019 to August 31, 2020 of the first year, September 1, 2020 to August 31, 2021 of the second year, September 1, 2021 to August 31, 2022 of the third year, September 1, 2022 to August 31, 2023 of the fourth year and September 1, 2023 to August 1, 2024 of the fifth year. The roads included in this contract are as follows: (distances are approximate):

<u>Street/ Road</u>	<u>From Rd/Section</u>	<u>To Rd/Section</u>	<u>Length</u>	<u>Priority</u>
1. Back Meadow	Main St	Nobleboro Town line	2.25	High
2. Belvedere	US Rt. 1	Nobleboro Town line	1.03	Med
3. Belvedere Ext.	Main St.	US Rt. 1	.10	High
4. Biscay*	Main St	Bremen Town Line	3.21	High
5. Branch	Belvedere	End	.36	Med
6. Bristol*	Main St	Bristol Town line	1.91	High
7. Center*	US Rt. 1	Nobleboro Town line	.39	High
8. Chapman	Church St	School St	.33	Med
9. Church	Main St (North)	Main St (South)	.97	High
10. Egypt	Biscay Rd	Back Meadow Rd	2.92	High
11. Hammond	Main St	Back Meadow Rd	.23	Med
12. High	Bristol Rd	School St	.29	High
13. Hodgdon	Church St. (East)	Church St. (West)	.80	Med
14. Keene Woods	Center St.	Loop of Keene Woods	.47	Med
15. Lessner	Biscay Rd	Bristol Town Line	1.57	Med
16. Midcoast	US Rt. 1	Center St.	.25	Med
17. Miles	Bristol Rd	End	.13	High
18. Oak	Biscay Rd	Biscay Rd	.16	Med
19. Pine Ridge	Bristol Rd	Loop of Pine Ridge	.72	Med
20. Pinkham	Biscay Rd	End	.44	Med
21. Pleasant	Church St	End	.13	Med
22. Rocky Run	Biscay Rd	Egypt Rd	.24	Med

23. School	Main St	Church St	.17	Med
24. School*	Main St	Bristol Rd.	.86	Med
25. Standpipe	Biscay Rd	Back Meadow Rd	.94	Med
26. Vine St	Church St	End	.13	Med
27. Westview	Bristol Rd	End	.49	Med
Total Miles			<u>21.49</u>	

*State-aid roads

**State Highway

In addition to the above road miles, Contractor agrees to clear and sand the Fire Station driveway and parking lot, Heater Road to the Town garage and bus turnarounds, a list of which will be provided annually.

At the Selectmen's option, this agreement may be extended for two years, September 1, 2024 to August 31, 2026 (Years 6 and 7). The contractor shall provide the Town with a proposed updated payment schedule (See Section J) for the years 2024-2025 and 2025-2026 no later than eight months prior to the start of years 6 and 7. The Selectmen shall notify the Contractor of its exercise of option no later than six months prior to the start of the two year (Years 6 and 7) extension.

8. INDEPENDENT CONTRACTOR.

The Contractor and its agents and employees, during the performance of this contract, shall act in an independent capacity and not as officers or employees of the Town of Damariscotta. Any and all workers needed to fulfill the obligations of this contract shall be employees or agents of the Contractor and the Contractor shall be solely responsible for complying with applicable State and Federal laws including, but not limited to, workers' compensation, employment security, and minimum wage. The Contractor is responsible for maintaining its equipment in a safe, operable, and legal condition.

C. PERFORMANCE REQUIREMENTS.

1. Contractor will provide and maintain manpower, materials and equipment necessary to satisfy the requirements of this contract.
2. As roads designated as high priority become coated with ice or snow, the Contractor shall apply salt or other melting agent on the crown of the road at a rate of no less than amounts shown on the Maine Local Roads Center Salt Application Chart attached to this contract as Appendix A. In the alternative, the contractor may use a salt brine or other melting agent as long as the use of this alternative melting agent achieves the same result as the use of salt. Moreover, at the Contractor's option, the Contractor may also use salt or a melting agent on medium priority roads to mitigate the effects icy conditions.
3. The Contractor will commence plowing, sanding and salting when the snow on the road surface has reached a depth of no more than one half inch (1/2") on high priority roads and one inch (1") on all other roads. Snow removal and sanding operations shall continue until roadways are cleared of snow to the ditch line. Careful attention shall be given to the melting action so as to remove any and all slush as soon as possible.
4. During severe storms or drifting, plows will continue to operate as necessary to maintain two-way traffic. Immediately following extreme conditions, snow will be plowed back to the ditch line of the

roadways. Contractor must have communication equipped vehicles compatible with the Lincoln County communication system so that messages of urgency can reach the plowing or sanding vehicles. Contractor must respond to messages of urgency from the Road Commissioner, or other officials of the Town.. The Town will provide the Contractor with the access necessary for the Contractor to receive and send communications to County and Town personnel.

5. In the event of an ice storm, sanding or salting shall commence immediately and continue until a safe traveling roadway is provided.
6. Contractor will follow Maine Department of Transportation (MOOT) methods and precautions of plowing, sanding and salting. Such methods and practices as excessive speed of plows and disregard of mailboxes must be controlled by the Contractor and will be monitored by the Road Commissioner. Contractor will fix or replace properly installed mailboxes or roadway traffic signs that have been hit or damaged by Contractor plows.
7. Contractor will provide and maintain manpower and equipment that satisfy the requirements of each of the years of the contract. The minimum equipment required to be dedicated to Damariscotta roads shall be as follows:
 - Two five-ton plow trucks with wing plows
 - One one-ton with wing plow
 - One one-ton with plow
 - Two of the above trucks including at least one of the five-ton trucks need to be equipped with five yard or larger sanders.
 - Access to one grader
 - One bucket loader
 - Equipment to apply melting agent
8. The Fire Station driveway, parking lot and bay doors, located on the Biscay Road shall be cleared, shoveled and sanded shall be salted and sanded at the contractor's expense. Additionally, the entrance at the Fire Station must be kept clear throughout the storm. The Town Public Works Department shall be responsible for snow and ice removal on the walkways at the Fire Station.
9. Contractor agrees to supply, deliver and stockpile at the Town's sand and salt shed all of the sand and salt required to properly carry out the Contractor's duties under this Contract. All labor and equipment necessary to stockpile the sand and salt will be the responsibility of the Contractor. All sand and salt will be equal to or better than the quality specified and used by the State of Maine. Salt shall be pre-mixed with sand at a proportion of at least 140 lbs. of salt to one cubic yard of sand.
10. The Contractor will be responsible for loading sand and salt into the trucks. The Contractor will be responsible for cleaning the area outside of the sand and salt shed. The clean-up work will be done no later than May 15th of each year of this Contract or extensions thereof and will include the removal of all sand and salt debris from winter operations. Sand and salt shall be stored at the Town's facilities and used exclusively on Town of Damariscotta roads, parking lots and sidewalks. Contractor will allow the Town's Road Commissioner to take salted sand from the pile for sanding of Town facilities and ways with Town equipment. The Town shall reimburse the Contractor for the cost of these materials.

11. Contractor agrees to fully comply with the rules for use and maintenance of the Town's sand and salt storage facility which rules are attached hereto as Appendix B and incorporated herewith by reference.
12. Contractor will reimburse the Town, through direct payment or a deduction from the final annual payment to the Contractor, for the cost of replacement of guardrails, signs, signposts, or guard posts that are damaged by reason of snow removal operations under this agreement, if the Road Commissioner determines that such damage could have been avoided by the Contractor.
13. Contractor shall perform its Town responsibilities prior to allocating the resources identified in section C.6 to any other job.
14. Contractor will provide the Selectmen a list of equipment and contact cell phone numbers not later than September 15th of each contract year.

D. INSURANCE.

Contractor agrees to maintain Commercial General Liability insurance with a limit of not less than \$1,000,000 for bodily injury and property damage claims which arise from snow removal or sanding operations under this contract. Contractor agrees to maintain Business Auto Liability insurance with a Combined Single Limit of not less than \$1,000,000. Contractor agrees to name the Town as an additional insured on both the General Liability and Business Auto Liability. Contractor agrees to maintain Workers Compensation coverage per Maine State Statute and Employers Liability with aggregate limits of not less than \$1,000,000. The contractor will require of their insurance company(ies) that should any of the limits be changed or coverages be cancelled on the above-mentioned policies, the contractor's insurance carrier(s) will notify the Town in writing in advance. The Contractor will provide to the Town a Certificate of Insurance evidencing the above-mentioned coverages before the project begins and upon subsequent renewals for a period not less than two years after the project is completed. The Contractor is responsible for all subcontractors and will require the subcontractors meet the same insurance requirements.

E. SURETY BOND OR LETTER OF CREDIT.

The Contractor is required to execute and file with the Town either a surety bond or letter of credit covering the terms of these specifications in the amount of 65% of the current yearly payment due Contractor pursuant to Section I of this contract from a company authorized to do business in the State of Maine and satisfactory to the Town. Said executed surety bond or letter of credit shall be required for the faithful performance of this Contract and the indemnification of the Town against all loss by reason of any claims, deficits, objects, liens, encumbrances, damages, , or cost of suit arising from the non-fulfillment of any provisions herein contained. The Contractor shall submit such surety bond or letter of credit to the Town by September 15th of each year of the Agreement.

F. SUPERVISION AND CONTROL.

The Contractor has a right and duty to supervise and control its own employees, agents and equipment. The Road Commissioner has a right to inspect winter road maintenance operations

and notify the Contractor of any problems, errors or non-performance. The Road Commissioner may order that work be done in a satisfactory manner to be determined by the Road Commissioner.

G. BILLS AND CLAIMS.

The Contractor is responsible for all costs for labor, materials, equipment, fuel, and other items incurred in the performance of this contract.

H. BREACH OF CONTRACT.

If the Contractor is in violation of any terms of the contract, or if the Selectmen or its representative is of the opinion that the work described in the contract is being performed unsatisfactorily, the Town shall immediately give oral notice to the Contractor and written notice to the Contractor's Surety. Upon receipt of such notice, the Contractor shall be given reasonable time ("reasonable time" may vary depending on the nature of the breach, and road and weather conditions) to comply with the terms and conditions of the contract or rectify the unsatisfactory work. In the event that the Contractor still does not for whatever reason perform duties of the contract to the satisfaction of the Selectmen, or if the Contractor is not in compliance with the terms of the contract, the Town shall have the following options:

1. Terminate the Contract: The Selectmen may terminate the contract by sending the Contractor and the Contractor's Surety a written notice stating the reason for termination. Contractor shall be paid for all work that is satisfactorily done by that time, but the remainder of the money due under the contract may be used to obtain another contractor to maintain the roads.
2. Substitution: The Selectmen may hire a substitute contractor to plow and sand the roads for any period of time considered necessary. Substitution shall be paid from the remainder of any money due to the Contractor (but unearned) under the contract.
3. In the event the Town is unable to find a substitute contractor, the Town shall be entitled to receive from the Contractor as damages an amount equal to the higher of: (1) twice the outstanding balance which would have been paid by the Town if the Contractor had performed as agreed for the remainder of the current year of the Agreement; or (2) any actual, incidental and compensatory damages suffered by the Town as the result of the Contractor's failure to perform. Provision for such damages shall be made a condition of the bond.
4. The Selectmen shall seek any other legal remedies available to enforce the contract.

I. DISPUTE RESOLUTION.

If either party fails to perform according to any of the terms or conditions of this Agreement at the time and in the manner specified, such failure to perform shall constitute a breach of this Agreement.

The parties to this contract recognize that the primary goal of this agreement is to provide for the public safety of citizens using the roads and parking lots in Damariscotta. In keeping with this the parties agree to work together in the event of a disagreement during a snow storm or ice storm or other weather related emergency to provide for the public safety and to resolve any

differences regarding work or interpretation of this agreement by mediation following the conclusion of the storm or weather related emergency. Such performance shall not be considered to be a waiver of the rights of either party under mediation.

In the event of a claim of non-performance by either party, the party claiming a breach by the other shall give the alleged breaching party notice by the quickest means possible, followed immediately by written notice to the address of the alleged breaching party as provided hereinafter. The immediate and written notice shall provide the other party with the exact nature of the alleged breach and exactly what the party should do to correct the breach.

A. If the Town is alleging that the Contractor is in breach due to failure to clear snow or ice or some other specific violation of the work called for in the contract, the contractor shall immediately correct the alleged breach and in doing so does not waive its right to dispute the allegation in a later mediation as hereinafter provided. If the allegation of a breach occurs during a storm and related to the work of the Contractor and the Contractor refuses or fails to remedy the alleged breach immediately, placing the public at risk, the Town may terminate this agreement on seven (7) days' notice to the Contractor.

B.If the Contractor is alleging that the Town is in breach and immediate action by the Town would correct the alleged breach by allowing the Contractor to perform its work then the Town shall immediately correct its action or failure to act. If the alleged breach concerns payment or non-weather or non-storm related actions by the Town, the Town shall, on notice of the exact nature of the claim, have seven business days to correct the alleged breach. If not so corrected, the Contractor may, on seven days' notice beginning at the time of refusal to correct, terminate the contract.

C.Either party may invoke mediation in order to resolve the dispute prior to termination and such invocation of mediation shall toll the running of the seven day termination notice until mediation is complete. During the period pending mediation both parties shall continue to be bound by the duties and obligations under this contract. Such mediation shall be the sole remedy under this agreement

D.The parties agree to submit any dispute to mediation under the Maine Mediation Service.. All mediation under this agreement shall be commenced not more than ten (10) days from the date of notice and completed not more than 21 days following such notice. Both parties, as a part of this agreement agree to cooperate fully with any mediator and the mediation process and to move such mediation along as rapidly as possible in order to minimize any negative effect or delay that such may have on the Town. The party losing the mediation shall be responsible for the cost of mediation and if both parties are found to be responsible, shall share the cost of the mediation equally.

I. PAYMENT SCHEDULE.

The Selectmen agree to pay the Contractor for each agreement period as follows:

Roads listed Section A:

Fiscal Year	Cost per mile*	Road miles	Annual Contract Amount
2019-2020	\$7,134.88	21.5	\$153,400
2020-2021	\$7,134.88	21.5	\$153,400
2021-2022	\$7,134.88	21.5	\$153,400
2022-2023	\$7,313.26 \$8,290.49	21.5	\$157,235 \$178,245.59
2023-2024	\$7,459.52 \$8,682.67	21.5	\$157,235 \$186,677.39
2024-2025	\$9,856.29	21.5	\$211,910.15
2025-2026	\$11,234.09	21.5	\$241,532.96

*Note, cost per mile is rounded to the nearest cent

~~2019-2020 cost per mile \$ 7,134.88 times 21.5 miles=\$ 153,400~~
~~2020-2021 cost per mile \$ 7,134.88 times 21.5 miles=\$ 153,400~~
~~2021-2022 cost per mile \$ 7,134.88 times 21.5 miles=\$ 153,400~~
~~2022-2023 cost per mile \$ 7,313.26 times 21.5 miles=\$ 157,235~~
~~2023-2024 cost per mile \$ 7,459.52 times 21.5 miles=\$ 160,379.70~~

Heater Road, Fire Station parking lot and driveway, and bus turnarounds:

2019-2020	\$1.00
2020-2021	\$ 1.00
2021-2022	\$ 1.00
2022-2023	\$ 1.00
2023-2024	\$ 1.00
2024-2025	\$ 1.00
2025-2026	\$ 1.00

It is further agreed that payments to the Contractor shall be paid as follows:

1/9 of the contract price on or before the first day of each month, to begin on September 1st of each year of the contract and to end with a May 1st payment.

Any initial payment each year will be held until the Contractor has provided proof of satisfaction of conditions of this contract which shall include but not be limited to insurance certificates for workers compensation and liability coverage, and performance bond or letter of credit.

J. Fuel Escalator

A fuel surcharge shall be assessed each month based on actual gallons consumed in the Hagar trucks/apparatus in Damariscotta for snow removal duties as outlined in the contract. The base charge for diesel fuel price is set at \$5.90 per gallon. The Town will be invoiced based on the actual price of diesel fuel sold to Hagar Enterprises Inc. from Colby & Gale shown on the most recent fuel invoice for the preceding month when the price per gallon exceeds \$5.90. In the event that the published diesel price drops below \$5.90 per gallon, a rebate shall be payable to the Town calculated on the same basis as above.

This provision shall apply to each month's invoicing from December through April, applying the surcharge or rebate to the previous month's fuel consumption. A separate invoice or rebate shall be issued in May for the month of April. Each invoice will include the miles and hours of use for the dedicated equipment.

Hagar shall provide the Town with access to its records and calculations of fuel usage on request. The Town of Damariscotta shall pay invoices within 21 days of receipt.

K. Salt Escalator

A salt surcharge shall be assessed each year based on 1,000 tons of salt purchased as required by the contract. As the Town does not own the excess material at the end of the season, the Town will be responsible for the salt applied rather than the purchased quantity. The base price shall be set at the approved 2022 Maine DOT tonnage rate of \$82.50 (2022 Hagar negotiated contract price).

This provision shall apply to each month's invoicing from December through April, applying the surcharge or rebate to the previous month's salt application. A separate invoice or rebate shall be issued in May for the month of April.

Hagar shall provide the Town with access to its records and calculations of fuel usage on request. The Town of Damariscotta shall pay invoices within 21 days of receipt.

L. ASSIGNMENT, AMENDMENT, SEVERABILITY, AND JURISDICTION.

The Contractor's rights and duties under this contract cannot be assigned or transferred by the Contractor to another person or entity without the express written consent of the Selectmen. This contract may be amended only by written consent of the Selectmen. If any part of this contract is declared by a court to be void and unenforceable, the remainder of the contract continues to be valid and effective. This contract shall be interpreted and enforced pursuant to the Laws of the State of Maine.

M. TOWN MEETING BUDGET APPROVAL

The fulfillment of this contract is contingent upon approved funding at Town Meeting.

Signed this _____ day of December 2022,

Andrew Dorr, Town Manager,
on behalf of the Select Board
Damariscotta, Maine

Hagar Enterprises, LLC

APPENDIX B

RULES for USE and MAINTENANCE of DAMARISCOTTA'S SAND AND SALT STORAGE FACILITY

The Contractor who holds the contract for winter road maintenance for the Town of Damariscotta shall follow the rules listed below concerning sand and salt storage:

1. All storage of sand and salt used for winter road maintenance shall be inside the confines of the Town's sand and salt storage facility.
2. All mixing of salt and sand and any temporary storage of the mixed product shall be inside the confines of the Town's sand and salt storage facility.
3. Any spillage of salt or any salt/sand mixture on the apron outside of the storage shed shall be promptly removed and shall not be left in place any longer than the final cleanup after each storm which required salt/sand spreading. During deliveries of salt to the site, any spillage of salt on the apron shall be cleaned up before the facility is closed and secured on the day of the delivery.
4. Basic monthly charges for electricity for the storage shed shall be paid by the Town. All energy charges above and beyond this amount shall be paid by the Contractor.
5. Any and all damage to the storage facility shall be reported to the Road Commissioner within 48 hours. Any damage caused by the Contractor's equipment shall be repaired at the expense of the Contractor and to the satisfaction of the Road Commissioner. In the event that the costs of repairs are not promptly paid, the necessary amount shall be withheld from any amount due the Contractor by the Town.
6. The Contractor may, on a space available basis, store some of its equipment during the winter season and between storms within the confines of the storage facility. Any damage to the Contractor's equipment while it is in the storage facility is the sole responsibility of the Contractor and shall not be covered under any Town liability insurance or Town funds.

Failure to comply with these rules shall be deemed a breach of the contract.

MaineDOT Salt Application Quick-Reference Chart

(**Double these rates for centerline applications**)

Pavement Temp. Range	Application Rate (#/LM)	Pre-wet Material	Comments
Above 32°	0 to 100	Salt Brine or Blend	A little 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 Blend	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 Blend	Pre-wetting is especially important. Your liquids will provide the extra boost needed.
15° or Below	Snow is usually dry and blowing in this range. If no ice or pack exists, plow only. DO NOT APPLY		If necessary, Spot treat icy patches with abrasives. If glazing occurs on high-volume, high-speed, P1 corridors, 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 corridors 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.

Application Rates vs. Miles You Can Treat

# of Tons	Application Rate (Pounds Per Lane Mile)						
	100	150	200	250	300	350	400
	Lane Miles You Can Treat						
1	20.0	13.3	10.0	8.0	6.7	5.7	5.0
2	40.0	26.7	20.0	16.0	13.3	11.4	10.0
3	60.0	40.0	30.0	24.0	20.0	17.1	15.0
4	80.0	53.3	40.0	32.0	26.7	22.9	20.0
5	100.0	66.7	50.0	40.0	33.3	28.6	25.0
6	120.0	80.0	60.0	48.0	40.0	34.3	30.0
7	140.0	93.3	70.0	56.0	46.7	40.0	35.0
8	160.0	106.7	80.0	64.0	53.3	45.7	40.0
9	180.0	120.0	90.0	72.0	60.0	51.4	45.0
10	200.0	133.3	100.0	80.0	66.7	57.1	50.0

**TOWN OF DAMARISCOTTA
BUDGET CALENDAR
Fiscal Year 2024 MUNICIPAL BUDGET**

Wednesday December 21, 2022	Joint Select Board & Budget Committee meeting; to discuss goals & objectives 4:30p.m
Thursday December 22, 2022	Meeting with Dept Heads about upcoming Budget goals, objectives, & process 2:00pm In person
Thursday January 26, 2023	Department heads submit completed Operating Budget and CIP Requests to Town Manager
Thursday January 26, 2023	Skidompha Library, CLC Ambulance, Adult Education & LCTV Budget request submitted to the Town Manager
Thursday February 2, 2023 through February 9, 2023	Review of 2024 budget requests by the Town Manager with each department head
Thursday February 23, 2023	2024 proposed Budget submitted to Select Board & Budget Committee. Pick up between 8-12a.m.; schedule an appointment or deliver by e-mail.

Selectmen/Budget Committee Review

Thursday February 23, 2023	Nomination papers for public office available at Town Clerk's Office. <i>Select Board, School Board, & GSB Sanitary District Trustee</i>
Wednesday March 1, 2023	Select Board Review Meeting #1 4:00pm
Monday March 6, 2023	Budget Committee Review Meeting #1 2:00p.m.
Wednesday March 15, 2023	Select Board Review Meeting #2 4:00pm
Monday March 20, 2023	Budget Committee Review #2 2:00p.m.
Wednesday March 22, 2023	Additional Board & Budget Committee Meeting if needed 4:00pm
Wednesday April 5, 2023	BOS recommendations for Boards & Committees; position vacancies Finalize '24's budget

Thursday
April 6, 2023 **All ordinance materials must be submitted to Town Manager**

Monday
April 10, 2023 Filing deadline for nomination papers for public office **5:30p.m.**

Wednesday
April 19, 2023 Selectmen finalize Town Meeting Warrant

Thursday
April 21, 2023 Final Town Report material submitted to printer.

Thursday
May 13, 2023

TBD STM for Adult Education & Secondary Budget (Superintendents office runs this)

Tuesday
June 6, 2023 Post Warrant & Town Report Available

Election and Town Meeting

Tuesday
June 13, 2023 **ELECTION DAY** (Polls open from 8:00 AM to 8:00 PM)

Wednesday
June 14, 2023 **TOWN MEETING** - 6:00 PM - Location-Great Salt Bay Gymnasium

Notes: Times and dates of meetings subject to change according to Selectmen & Budget Committee.