

**Updated Agenda
Town of Damariscotta, Maine
March 20, 2019, 5:30 PM
Damariscotta Town Hall**

- I. Pledge of Allegiance**
- II. Public Hearing- New Liquor and Entertainment License for Capacity**
- III. Call to Order**
- IV. Board Action on Public Hearing Item**
- V. Minutes**
 - 1. February 20 Meeting (tabled)
 - 2. March 6 Meeting
- VI. Financial Reports**
 - 1. Payroll Warrant 50
 - 2. Accounts Payable Warrants 51 & 52
- VII. Presentations**
 - 1. Pumpkinfest Transportation Plan Update-Larry Sidelinger
- VIII. Citizen Comments and General Correspondence**
- IX. Town Manager Items**
 - 1. Preparation for March 27 Workshop on Proposed Marijuana Ordinance
 - 2. Secondary Schools Budget Update
- X. Official Action Items**
 - 1. Contract for Town Paving Projects (tabled from March 6 meeting)
 - 2. Amendment to Agreement for Design/Engineering for Downtown Restroom
 - 3. Preliminary Contract for Restroom Construction
 - 4. Project Engineer for Miles Street Reconstruction/Sidewalk Project
 - 5. Bristol Road Sidewalk/Drainage Project RFP
 - 6. Request for Proposals for Photovoltaic Array
 - 7. Acceptance of a Grant from the Maine Shellfish Restoration and Resiliency Fund
 - 8. Acceptance of a Grant through the Department of Maine Resources
- XI. Selectmen's Discussion Items**
 - 1. Land Use Advisory Committee Update - Selectman Orenstein
- XII. Adjournment**

Board of Assessors' Meeting to Follow Board of Selectmen's Meeting

Public Hearing and Board Action on Public Hearing Item

1. **New Liquor and Entertainment License for Cupacity-** The Liquor and Entertainment License application is attached. Town Clerk Michelle Cameron has reviewed the forms with the applicant to make sure that they are complete.
Recommended Action: Taking into account the information on the application and the public comments during the public hearing, make a decision on the Liquor and Entertainment License application for Cupacity.

Presentations

1. **Pumpkinfest Transportation and Parking Plan Update-** Larry Sidelinger and Kathy Anderson will be present to provide the Board with a report on the follow-up work that they have completed since the February 20 Board meeting. The proposal submitted earlier by Larry is attached. The Board is being asked to give final approval to the transportation and parking plan so that the Pumpkinfest Committee can move forward on planning this important aspect of the Columbus Day weekend festival.

On a related item, for the past two years, I have sent out a letter to downtown business owners to make them aware of their ability to set up tables outside of their establishments to sell food and merchandise. The letter also provides guidelines for these activities. I am asking that the Board read the letter and form and let me know of any changes that you would like to see. Both documents are attached.

Citizen Comments and General Correspondence

Town Manager Items

1. **Preparation for March 27 Workshop on Proposed Marijuana Ordinance-**The members of the Board of Selectmen will need to make some key decisions in the coming weeks regarding (1) whether to proceed with the licensing and zoning ordinances for commercial adult-use and marijuana establishments and, if so, (2) the specific provisions in those ordinances and ordinance amendments. The date and time for this workshop were scheduled so that all five of you will be able to attend.

As you are aware, last November, 54% of Damariscotta voters approved allowing adult-use commercial establishments while 69% of Damariscotta voters approved allowing medical marijuana commercial establishments in Damariscotta. During the last two to three weeks, two citizens, an attorney and a former attorney, have strongly argued that Federal law preempts state and local marijuana laws and that the Town should delay any further actions that would allow medical marijuana or adult-use establishments. Given the potential for very costly litigation costs whichever way the Town proceeds on this, I am asking that the Board move into executive session for the first part of the workshop for consultations with the Town’s legal counsel. As is the case with workshops and most executive sessions, no formal Board actions will take place during this session.

Below is the email that I sent to you previously regarding this workshop:

“BOS members, I am asking that you do some homework prior to the March 27 workshop. This will avoid having the Board set up additional workshops on this topic.

1. Please read those sections of the two State Statutes that provide for municipal regulation of both adult-use and medical marijuana. It would be good if you had an understanding of what is covered in the whole statutes, but vitally important that you are familiar with the handful of sections related to local government authority and responsibility. I will email you the links to those statutes.

2. Read and write down your comments and preliminary recommended decisions on the two draft licensing ordinances and proposed amendments to the two zoning ordinances. (Everyone should be prepared to address each of the points below)

3. Once you have done this, my request is that you either research the questions you have on the Internet on your own or send those questions to me in advance of the workshop and I will do the research.

4. Read all of the emails and letters that I have forwarded to you from citizens and businesses owners. I can re-mail these to you if you have deleted them.

Here is a partial listing of the straw-vote decisions you will be making; (Note that no formal Board decisions can be made at a workshop):

Does the Board want to delay any decisions on these ordinances until, , if ever, the Congress and President legalize marijuana (either medical, adult-use or both)?

If yes, it will be a quick meeting. If no, continue to the following:

Medical

How many licenses should be issued for each type of activity: caregiver storefront, manufacturing, testing, registered dispensaries? You can have specific limits or no limits.

What, if any, restrictions should be placed on where each type of activity can take place?

What is the process for determining who gets the licenses if there are limitations on the number?

What fees should be charged, initial and annual?

What types of inspections or other oversight should the Town have?

What other limitations should be placed on each of these businesses (hours of operation, lighting, signage, smells, alarm systems, etc)?

Adult-use

How many licenses should be issued for each type of activity: retail, grow operations, manufacturing, testing? You can have specific limits or no limits. Grow operations have five categories.

What, if any, restrictions should be placed on where each type of activity can take place?

What is the process for determining who gets the licenses if there are limitations on the number?

What fees should be charged, initial and annual?

What types of inspections or other oversight should the Town have?

What other limitations should be placed on each of these businesses (hours of operation, lighting, signage, smells, alarm systems, etc)?

Do you want limitations on homeowner grow operations, i.e. setting a limit on how many mature and immature plants (beyond the State minimum) can be grown on a property-owner's property.

For all ordinances and amendments, what formatting and content changes do you want made in the ordinances beyond what is covered above, e.g. duplication of definitions that are included in the Statutes?

When do you want to have the ordinances acted on by the voters?

Do you want a secret ballot, referendum type election or an open town meeting?

And a final note, as a Board workshop, the following section from the Board's "Rules of Procedure"

Section 8. Workshop Sessions *Workshop sessions may be scheduled by the Chairman for the purpose of dissemination information for Board education and evaluation or for the discussion or refinement of future agenda items.*

Members of the public are invited to attend any workshop session but will not be allowed to participate in the workshop. Prior to adjourning any workshop session, the Board may provide time for members of the public to address the session to provide information relevant to the subject being explored or to ask questions, through the Chairman, related to the subject of the workshop session.

Thanks for considering these suggestions, Matt"

2. **Progress on solar energy project (verbal)**

3. **Secondary Schools Budget Update (verbal)**

Official Action Items

1. **Contract for Town Paving Projects (tabled from March 6 meeting).** At your March 6 meeting, the Board decided to delay action on the staff recommendation to award the paving contracts for six smaller paving projects to the low bidder, Wellman Paving. The contractor had agreed to perform all of the work required in the Request for Proposals for the quoted amount, however Board members expressed concern about the fact that the firm had not completed all of the blanks on the bid form.

Attached are the February Request for Proposals and the bid forms submitted by the three contractors.

Road Commissioner Hugh Priebe contacted two of the bidders to ask them to attend Wednesday's meeting to provide clarification on their bids. Recall that the third firm, Hagar Enterprises, has already spoken to the Board regarding his concerns about the Selectmen's consideration of the bid from Wellman Paving.

Recommended Actions: Authorize the Town Manager to execute contract (s) with one or more contractors for the six paving projects and authorize a contingency of 10 % for these project, with the approval of the contract(s) being contingent on sufficient funding receiving approval at the Annual Town Meeting.

2. **Amendment to Agreement for Design/Engineering for Downtown Restroom-** Wright-Pierce has submitted the attached "Task Order No. 6 – Amendment No. 2" for the downtown restroom. The amendment is required due to several changes that have been made in the building design since the original contract was approved and later amended. Although it is included on the list of changes, note that the design change "from a winterized building to one for year round use" should not be on the list since no design changes are needed to provide for year round heating. Also note that I have already signed the agreement in an attempt to move a very slow redesign process forward. The Board's action will constitute a ratification of the approval that I have already provided. The cost of an additional \$7,000 cost for these design changes has already been taken into account in the current project budget.

Recommended Action: Approve the amendment for the restroom design/engineering agreement with Wright-Pierce and the additional expense of \$7,000 for this work.

3. **Preliminary Contract with Medomak Construction for the construction of the Downtown Restroom.** At your January 16 meeting, the Board authorized the Town Manager to negotiate a contract with Medomak Construction for the construction of the downtown restroom. These negotiations were completed last month. The current project construction budget is attached. Unfortunately, as noted above, the final work on design changes has yet to be completed thereby delaying final work of a construction contract. In order to achieve a June 30 completion date and maintain the agreed-upon pricing, the general contractor is going to need to lock in agreements

with subcontractors. I spoke with the contractor this past Friday and agreed that I would ask the Board to approve a preliminary contract.

Recommended Action: Waive Charter bid guidelines and approve a preliminary construction contract with Medomak Construction for the downtown restroom project.

4. **Project Engineer for Miles Street Reconstruction/Sidewalk Project-** Town staff previously requested that Gartley and Dorsky provide engineering, design and construction estimates for several capital projects that have been identified as priorities in the Town's five-year capital plan as well as in the Public Works Committee's recommended work plan. Included in this list of projects is the reconstruction of Miles Street roadway and retaining wall as well as the construction of a sidewalk that will connect with the soon-to-be constructed Bristol Road sidewalk. These estimates are attached. Given that this road serves as the driveway for the LincolnHealth campus, the idea of jointly funding the project has come up in discussions with LincolnHealth officials on several occasions.

On March 7, Hugh Priebe and I met with Jim Donovan and Brooks Betts from LincolnHealth to review the Gartley and Dorsky project description and cost estimates. At that meeting, we reached a tentative agreement that the Town and LincolnHealth would share equally in the estimated total maximum project cost of \$323,800. My recommendation is that the Town pay for its approximate \$161,900 share over the three next fiscal years. The first year would provide for funds to pay for engineering, design and construction administration. In the second year, funds would be set aside to rebuild the rip-rap retaining wall adjacent to Day's Cove, while in the third year funds would be set aside for the reconstruction of the roadway and construction of the sidewalk. The plan would be to have the project completed in Fiscal Year 2022 or early Fiscal Year 2023. I will work with LincolnHealth staff to develop a Memorandum of Understanding that I will bring to the Board during the next several weeks. In the meantime, I would like for the Selectmen to approve an agreement with an engineering firm so that we can have the design work scheduled for this summer.

Gartley and Dorsky is a very reputable engineering firm that has a satellite office in Damariscotta. Their previous proposal for general engineering services was very competitive with Wright-Pierce's proposal. In the interest in moving ahead on scheduling this engineering and design work and enabling LincolnHealth to move forward on their financial planning, I am asking the Board to approve Gartley and Dorsky's proposal for engineering and design. LincolnHealth staff have indicated that they will defer to the Town's judgement on the selection of the engineering firm.

Recommended Action: Waive Town Charter Bid guidelines and authorize the Town Manager to execute an agreement with Gartley and Dorsky for design and engineering, permitting and bid administration for Miles Street roadway, retaining wall reconstruction and sidewalk construction in an amount not to exceed \$24,800 with the understanding that 50% of this cost will be paid by LincolnHealth and that the allocation of funds for these services is contingent upon the approval of funding at the Annual Town Meeting.

5. **Request for Proposals for Bristol Road Sidewalk and Drainage Project**-Given the amount of reading material involved, I sent the documents related to this agenda item out to you early in the week ahead of the rest of the agenda packet. These documents can be accessed by clicking on the following link:

https://wrightpierce.sharepoint.com/:f/s/Projects/EmjgyEMvUnNDpS8ocE6Fe14BfKqVSIVKV5nZ_tDPn6gnpQ

As noted previously, am asking for authorization to advertise for bids for the Bristol Road sidewalk/drainage project. The Maine Department of Transportation (MDOT) is not certain if we will ready to do this on March 22 so the dates in the attached documents have been left open-ended for now. Realistically, I am hoping for an early April advertise date. If you approve this on the 20th with the dates open-ended, we will be able to move forward as soon as we have MDOT approval.

Recommended Action: Approve the notice for a Request for Proposals and associated documents for the Bristol Road Sidewalk and Drainage Project.

TOWN OF DAMARISCOTTA

INITIAL APPLICATION FOR ENTERTAINMENT/SPECIAL AMUSEMENT PERMIT

Under M.R.S.A. Title 28-A, § 1054. Without the permit described in subsection 2, no licensee for sale of liquor to be consumed on the premises may allow any: music, except radio or other mechanical device; dancing; or entertainment of any sort without having first obtained an entertainment (special amusement) permit. Before granting a new initial permit and after reasonable notice to the municipality and the applicant, the municipal officers shall hold a public hearing at which the municipal officers shall take testimony of the applicant and any interested members of the public.

A non-refundable fee, which is listed in the Town's fee schedule, is required to cover the cost of advertising in the Lincoln County News and for administrative processing.

Current License Expires: _____

Name of Organization: Cupacity (Damariscotta good coffee LLC)

Organization Phone #: ~~207-593-6127~~ 207-593-6127

Location of Entertainment: 133 main street, Damariscotta, ME

Planned Time/Hours: 6:30 pm - 9:30 pm

Lighting & Noise Level: medium lights, medium noise

Days of Occurrence: occasionally 2-3 days a week

The applicant certifies that the information provided herein is true to the best of the applicant's knowledge and authorizes the Town to advertise as required in the application process.

[Signature]
Signature of Applicant

Town Manager or Town Clerk

3/16/19
Date

Date

Board of Selectmen:

Robin Mayer

Ronn Orenstein

Louis Abbotoni

Amy Leshure

Mark Hagar

Signed by the Board of Selectmen on this date _____

License Expires: _____

Fee Paid _____	Date _____	Clerks initials _____
Ad to run in _____ edition of the Lincoln County News		
Hearing to be held on Wednesday, _____ at _____ at the Municipal Building at 21 School St.		
Applicant notified of said hearing _____		
Police Report obtained _____		



STATE OF MAINE
DEPARTMENT OF ADMINISTRATIVE AND FINANCIAL SERVICES
BUREAU OF ALCOHOLIC BEVERAGES AND LOTTERY OPERATIONS
DIVISION OF LIQUOR LICENSING AND ENFORCEMENT
8 STATE HOUSE STATION
AUGUSTA, MAINE 04333-0008
TELEPHONE: (207) 624-7220
FAX: (207) 287-3434
EMAIL INQUIRIES: MAINELIQUOR@MAINE.GOV

NOTICE

To avoid any delay in the processing of your application and issuance of your liquor license, please make sure that:

- You completed the application in full. It is suggested to have submitted 30 days prior to the expiration date of your liquor license.
- Application and Corporate Questionnaire forms are signed by the owner(s) or corporate officer(s).
- The application is signed by the Town or City Municipal Officers or County Commissioners.
- The license fee submitted is for the correct Class you are applying for and includes the \$10.00 filing fee. The check can be made payable to "Treasurer, State of Maine" and both fees can be submitted on one check. If the business is located in an unorganized township, the application must be approved by the County Commissioners and the \$10.00 filing fee must be paid to them. Please be sure to include a copy of the receipt of payment with your application.
- Your room (if applicable), food and liquor gross income for the year is filled in *N/A*
- A diagram of the facility to be licensed needs to accompany **ALL** New and Renewal applications.
- Corporations, limited liability companies, partnerships must complete and submit the Corporate Information Required for Business Entities who are Licensees. If not a publicly traded entity, ownership must add up to 100%.

Submit Completed Forms to:

Bureau of Alcoholic Beverages

Division of Liquor Licensing and Enforcement

8 State House Station, Augusta, Me 04333-0008 (Regular address)

10 Water Street, Hallowell, ME 04347 (Overnight address)

**BUREAU OF ALCOHOL BEVERAGES AND LOTTERY OPERATIONS
 DIVISION OF LIQUOR LICENSING AND ENFORCEMENT
 8 STATE HOUSE STATION, AUGUSTA, ME 04333-0008 (Regular Mail)
 10 WATER STREET, HALLOWELL, ME 04347 (Overnight Mail)
 TEL: (207) 624-7220 FAX: (207) 287-3434
 EMAIL INQUIRIES: MAINELIQUOR@MAINE.GOV**

DIVISION USE ONLY	
License No:	
Class:	By:
Deposit Date:	
Amt. Deposited:	
Cash Ck Mo:	
Good SOS & DBA:	YES <input type="checkbox"/> NO <input type="checkbox"/>

PRESENT LICENSE EXPIRES: _____

NEW application: Yes No

If business is NEW or under new ownership, indicate starting date: 4/30/19

Requested inspection (New Licensees/ Ownership Changes Only) Date : _____ Business hours: _____

INDICATE TYPE OF PRIVILEGE: MALT VINOUS SPIRITUOUS

INDICATE TYPE OF LICENSE:

- | | | |
|--|---|--|
| <input type="checkbox"/> RESTAURANT (Class I,II,III,IV) | <input type="checkbox"/> RESTAURANT/LOUNGE (Class XI) | <input type="checkbox"/> CLASS A LOUNGE (Class X) |
| <input type="checkbox"/> HOTEL (Class I,II,III,IV) | <input type="checkbox"/> HOTEL, FOOD OPTIONAL (Class I-A) | <input type="checkbox"/> BED & BREAKFAST (Class V) |
| <input type="checkbox"/> GOLF COURSE (Class I,II,III,IV) | <input type="checkbox"/> TAVERN (Class IV) | <input type="checkbox"/> QUALIFIED CATERING |
| <input type="checkbox"/> OTHER: _____ | | <input type="checkbox"/> SELF-SPONSORED EVENTS |

(QUALIFIED CATERERS ONLY)

REFER TO PAGE 3 FOR FEE SCHEDULE

ALL QUESTIONS MUST BE ANSWERED IN FULL

Corporation Name: CAPACITY Damariscotta Good Coffee LLC			Business Name (D/B/A) CAPACITY		
APPLICANT(S) –(Sole Proprietor) Susan Murphy		DOB: 4/17/69	Physical Location: 133 Main ME 04543		
		DOB:	City/Town Damariscotta	State ME	Zip Code 04543
Address 109 Lewis Hill Rd			Mailing Address 109 Lewis Hill Rd		Same As Above? <input type="checkbox"/>
City/Town Newcastle	State ME	Zip Code 04553	City/Town Newcastle	State ME	Zip Code 04553
Telephone Number 207 701 1738		Fax Number (best contact)	Business Telephone Number 207 593 6127		Fax Number
Federal I.D. # 83-2898072 (EIN)			Seller Certificate #: or Sales Tax #:		
Email Address: susanm.murphy@gmail.com			Website: (working on it currently)		

1. If premise is a Hotel or Bed & Breakfast, indicate number of rooms available for transient guests: _____

2. State amount of gross income from period of last license:
 ROOMS \$ _____ FOOD \$ _____ LIQUOR \$ _____

3. Is applicant a corporation, limited liability company or limited partnership? YES NO

If Yes, please complete the Corporate Information required for Business Entities who are licensees.

4. Do you permit dancing or entertainment on the licensed premises? YES NO

5. Do you own or have any interest in any another Maine Liquor License? Yes No (Use an additional sheet(s) if necessary.) If yes, please list License Number, Name, and physical location of any other Maine Liquor Licenses.

License # _____ Name of Business _____

Physical Location _____ City / Town _____

6. If manager is to be employed, give name: Samantha Merrill
7. Business records are located at: will be located in office 109 Lewis Hill Address
8. Is/are applicants(s) citizens of the United States? YES NO
9. Is/are applicant(s) residents of the State of Maine? YES NO

10. List name, date of birth, and place of birth for all applicants, managers, and bar managers.

Full Name (Please Print)	DOB	Place of Birth
Susan Murphy (owner/manager)	4/7/69	New York New York
Samantha Merrill (employee/manager)	2/27/91	Lewiston, Maine

11. Residence address on all of the above for previous 5 years (Limit answer to city & state)

Name: Susan Murphy	City: Tenants Harbor	State: ME
Name: Susan Murphy	City: Newcastle	State: ME
Name: Samantha Merrill	City: Jefferson	State: ME

12. Has/have applicant(s) or manager ever been convicted of any violation of the law, other than minor traffic violations, of any State of the United States? YES NO

Name: _____ Date of Conviction: _____

Offense: _____ .. Location: _____

Disposition: _____ (use additional sheet(s) if necessary)

13. Will any law enforcement official benefit directly in your license, if issued?

Yes No If Yes, give name: _____

14. Has/have applicant(s) formerly held a Maine liquor license? YES NO

15. Does/do applicant(s) own the premises? Yes No If No give name and address of owner: _____

16. Describe in detail the premises to be licensed: (On Premise Diagram Required) Cafe serving light bites (Tapas, soups, bread and salad) Espresso/tea and wine by glass.

17. Does/do applicant(s) have all the necessary permits required by the State Department of Human Services? YES NO Applied for: Eating / restaurant

18. What is the distance from the premises to the NEAREST school, school dormitory, church, chapel or parish house, measured from the main entrance of the premises to the main entrance of the school, school dormitory, church, chapel or parish house by the ordinary course of travel? At least 700ft from the church
1/2 a mile from school.

Which of the above is nearest? Church

19. Have you received any assistance financially or otherwise (including any mortgages) from any source other than yourself in the establishment of your business? YES NO

If YES, give details: First National

The Division of Liquor Licensing & Enforcement is hereby authorized to obtain and examine all books, records and tax returns pertaining to the business, for which this liquor license is requested, and also such books, records and returns during the year in which any liquor license is in effect.

NOTE: "I understand that false statements made on this form are punishable by law. Knowingly supplying false information on this form is a Class D offense under the Criminal Code, punishable by confinement of up to one year or by monetary fine of up to \$2,000 or both."

Dated at: Damariscotta, ME on March 12, 2019
Town/City, State Date

PLEASE SIGN IN BLUE INK

[Signature]
Signature of Applicant or Corporate Officer(s)
Susan Murphy
Print Name

[Signature]
Signature of Applicant or Corporate Officer(s)
Samantha Merrill
Print Name

FEE SCHEDULE

FILING FEE: (must be included on all applications)	\$ 10.00
Class I Spirituous, Vinous and Malt	\$ 900.00
CLASS I: Airlines; Civic Auditoriums; Class A Restaurants; Clubs with catering privileges; Dining Cars; Golf Clubs; Hotels; Indoor Ice Skating Clubs; Indoor Tennis Clubs; Vessels; Qualified Caterers; OTB	
Class I-A Spirituous, Vinous and Malt, Optional Food (Hotels Only)	\$1,100.00
CLASS I-A: Hotels only that do not serve three meals a day.	
Class II Spirituous Only	\$ 550.00
CLASS II: Airlines; Civic Auditoriums; Class A Restaurants; Clubs with catering privileges; Dining Cars; Golf Clubs; Hotels; Indoor Ice Skating Clubs; Indoor Tennis Clubs; and Vessels.	
Class III Vinous Only	\$ 220.00
CLASS III: Airlines; Civic Auditoriums; Class A Restaurants; Clubs with catering privileges; Dining Cars; Golf Clubs; Hotels; Indoor Ice Skating Clubs; Indoor Tennis Clubs; Restaurants; Vessels; Pool Halls; and Bed and Breakfasts.	
Class IV Malt Liquor Only	\$ 220.00
CLASS IV: Airlines; Civic Auditoriums; Class A Restaurants; Clubs with catering privileges; Dining Cars; Golf Clubs; Hotels; Indoor Ice Skating Clubs; Indoor Tennis Clubs; Restaurants; Taverns; Pool Halls; and Bed and Breakfasts.	
Class III & IV <u>Malt & Vinous Only</u>	\$ 440.00
CLASS III & IV: Airlines; Civic Auditoriums; Class A Restaurants; Clubs with catering privileges; Dining Cars; Golf Clubs; Hotels; Indoor Ice Skating Clubs; Indoor Tennis Clubs; Restaurants; Vessels; Pool Halls; and Bed and Breakfasts.	
Class V Spirituous, Vinous and Malt (Clubs without Catering, Bed & Breakfasts)	\$ 495.00
CLASS V: Clubs without catering privileges.	
Class X Spirituous, Vinous and Malt – Class A Lounge	\$2,200.00
CLASS X: Class A Lounge	
Class XI Spirituous, Vinous and Malt – Restaurant Lounge	\$1,500.00
CLASS XI: Restaurant/Lounge; and OTB.	
SELF-SPONSORED EVENTS: Qualified Caterers Only	\$ 700.00

UNORGANIZED TERRITORIES \$10.00 filing fee shall be paid directly to County Treasurer. All applicants in unorganized territories shall submit along with their application evidence of payment to the County Treasurer. All applications for NEW or RENEWAL liquor licenses must contact their Municipal Officials or the County Commissioners in unincorporated places for approval and signatures for liquor licenses prior to submitting them to the bureau.

All fees must accompany application, make check payable to the Treasurer, State of Maine.

This application must be completed and signed by the Town or City and mailed to:
Bureau of Alcoholic Beverages and Lottery Operations
Division of Liquor Licensing and Enforcement
8 State House Station, Augusta, ME 04333-0008 (Regular address)
10 Water Street, Hallowell, ME 04347 (Overnight address)
Payments by check subject to penalty provided by Title 28A, MRS, Section 3-B.

TO STATE OF MAINE MUNICIPAL OFFICERS & COUNTY COMMISSIONERS:

Hereby certify that we have complied with Section 653 of Title 28-A Maine Revised Statutes and hereby approve said application.

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

On: _____
Date

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

THIS APPROVAL EXPIRES IN 60 DAYS

NOTICE – SPECIAL ATTENTION

§653. Hearings; bureau review; appeal

1. **Hearings.** The municipal officers or, in the case of unincorporated places, the county commissioners of the county in which the unincorporated place is located, may hold a public hearing for the consideration of applications for new on-premises licenses and applications for transfer of location of existing on-premises licenses. The municipal officers or county commissioners may hold a public hearing for the consideration of requests for renewal of licenses, except that when an applicant has held a license for the prior 5 years and a complaint has not been filed against the applicant within that time, the applicant may request a waiver of the hearing.

A. The bureau shall prepare and supply application forms. [1993, c. 730, §27 (AMD).]

B. The municipal officers or the county commissioners, as the case may be, shall provide public notice of any hearing held under this section by causing a notice, at the applicant's prepaid expense, stating the name and place of hearing, to appear on at least 3 consecutive days before the date of hearing in a daily newspaper having general circulation in the municipality where the premises are located or one week before the date of the hearing in a weekly newspaper having general circulation in the municipality where the premises are located. [1995, c. 140, §4 (AMD).]

C. If the municipal officers or the county commissioners, as the case may be, fail to take final action on an application for a new on-premises license or transfer of the location of an existing on-premises license within 60 days of the filing of an application, the application is deemed approved and ready for action by the bureau. For purposes of this paragraph, the date of filing of the application is the date the application is received by the municipal officers or county commissioners. This paragraph applies to all applications pending before municipal officers or county commissioners as of the effective date of this paragraph as well as all applications filed on or after the effective date of this paragraph. This paragraph applies to an existing on-premises license that has been extended pending renewal. The municipal officers or the county commissioners shall take final action on an on-premises license that has been extended pending renewal within 120 days of the filing of the application. [2003, c. 213, §1 (AMD).]

D. If an application is approved by the municipal officers or the county commissioners but the bureau finds, after inspection of the premises and the records of the applicant, that the applicant does not qualify for the class of license applied for, the bureau shall notify the applicant of that fact in writing. The bureau shall give the applicant 30 days to file an amended application for the appropriate class of license, accompanied by any additional license fee, with the municipal officers or county commissioners, as the case may be. If the applicant fails to file an amended application within 30 days, the original application must be denied by the bureau. The bureau shall notify the applicant in writing of its decision to deny the application including the reasons for the denial and the rights of appeal of the applicant. [1995, c. 140, §5 (NEW).][2003, c. 213, §1 (AMD) .]

2. Findings. In granting or denying an application, the municipal officers or the county commissioners shall indicate the reasons for their decision and provide a copy to the applicant. A license may be denied on one or more of the following grounds:

A. Conviction of the applicant of any Class A, Class B or Class C crime; [1987, c.45, Pt. A, §4 (NEW) .]

B. Noncompliance of the licensed premises or its use with any local zoning ordinance or other land use ordinance not directly related to liquor control; [1987, c. 45, Pt. A, §4 (NEW) .]

C. Conditions of record such as waste disposal violations, health or safety violations or repeated parking or traffic violations on or in the vicinity of the licensed premises and caused by persons patronizing or employed by the licensed premises or other such conditions caused by persons patronizing or employed by the licensed premises that unreasonably disturb, interfere with or affect the ability of persons or businesses residing or located in the vicinity of the licensed premises to use their property in a reasonable manner; [1993, c. 730, §27 (AMD) .]

D. Repeated incidents of record of breaches of the peace, disorderly conduct, vandalism or other violations of law on or in the vicinity of the licensed premises and caused by persons patronizing or employed by the licensed premises; [1989, c. 592, §3 (AMD) .]

E. A violation of any provision of this Title; [2009, c. 81, §1 (AMD) .]

F. A determination by the municipal officers or county commissioners that the purpose of the application is to circumvent the provisions of section 601; and [2009, c. 81, §2 (AMD) .]

G. After September 1, 2010, server training, in a program certified by the bureau and required by local ordinance, has not been completed by individuals who serve alcoholic beverages. [2009, c. 81, §3 (NEW) .]

[2009, c. 81, §§1-3 (AMD) .]

3. Appeal to bureau. Any applicant aggrieved by the decision of the municipal officers or county commissioners under this section may appeal to the bureau within 15 days of the receipt of the written decision of the municipal officers or county commissioners. The bureau shall hold a public hearing in the city, town or unincorporated place where the premises are situated. In acting on such an appeal, the bureau may consider all licensure requirements and findings referred to in subsection 2.

A. [1993, c. 730, §27 (RP) .]

B. If the decision appealed from is an application denial, the bureau may issue the license only if it finds by clear and convincing evidence that the decision was without justifiable cause. [1993, c. 730, §27 (AMD) .]

[1995, c. 140, §6 (AMD) .]

4. No license to person who moved to obtain a license. [1987, c. 342, §32 (RP) .]

5. Appeal to District Court. Any person or governmental entity aggrieved by a bureau decision under this section may appeal the decision to the District Court within 30 days of receipt of the written decision of the bureau.

An applicant who files an appeal or who has an appeal pending shall pay the annual license fee the applicant would otherwise pay. Upon resolution of the appeal, if an applicant's license renewal is denied, the bureau shall refund the applicant the prorated amount of the unused license fee.

[1995, c. 140, §7 (AMD); 1999, c. 547, Pt. B, §78 (AMD); 1999, c. 547, Pt. B, §80 (AFF) .]

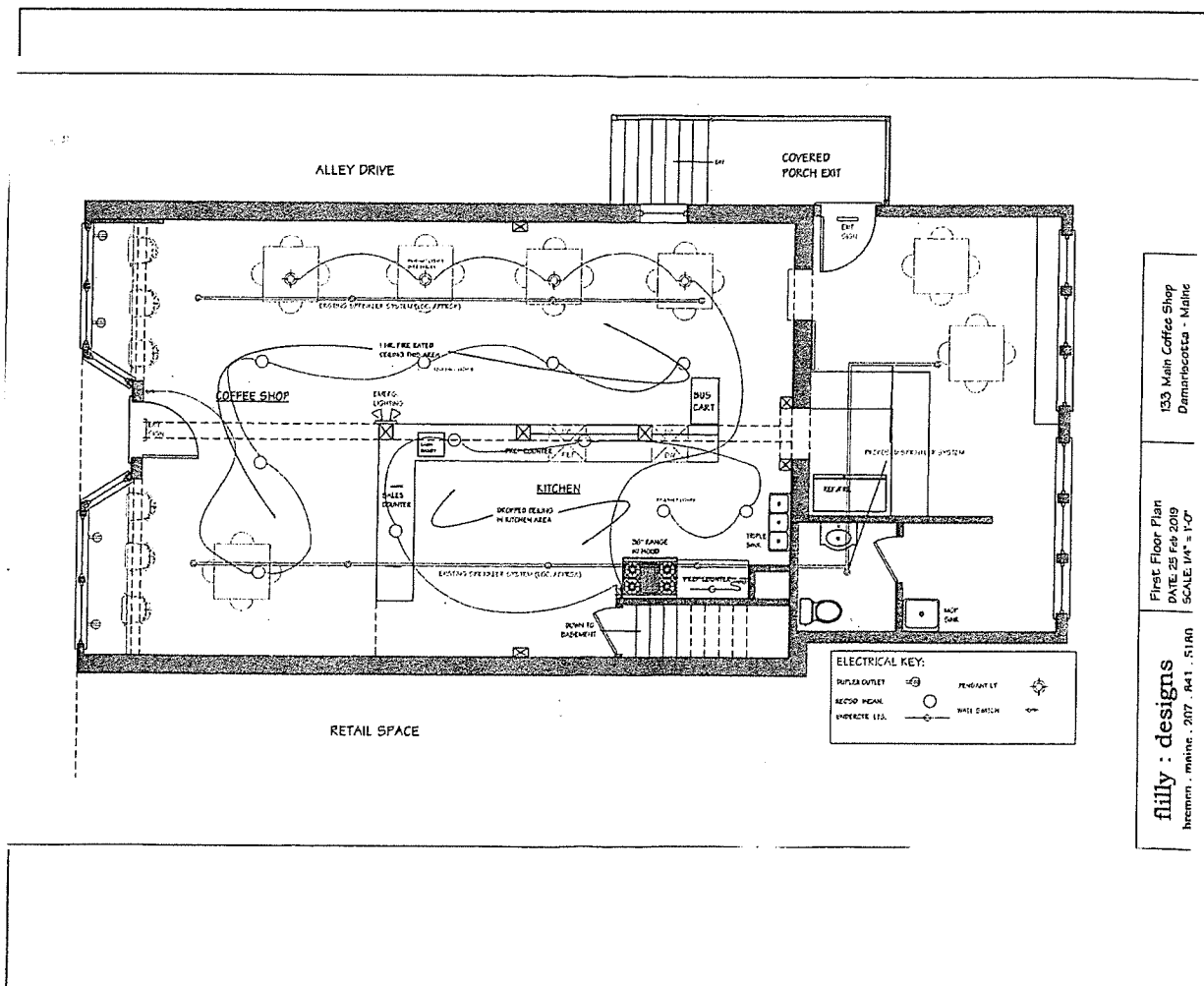
Bureau of Alcoholic Beverages and Lottery Operations
 Division of Liquor Licensing & Enforcement
 8 State House Station, Augusta, ME 04333-0008
 10 Water Street, Hallowell, ME 04347 (overnight)
 Tel: (207) 624-7220 Fax: (207) 287-3434
 Email Inquiries: MaineLiquor@maine.gov



ON PREMISE DIAGRAM (Facility Drawing/ Floor Plan)

In an effort to clearly define your license premise and the area that consumption and storage of liquor is allowed. The Division requires all applicants to submit a diagram of the premise to be licensed in addition to a completed license application.

Diagrams should be submitted on this form and should be as accurate as possible. Be sure to label the areas with the following: • Entrances • Office area • Kitchen • Storage Areas • Dining Rooms • Lounges • Function Rooms • Restrooms • Decks • All Inside and Outside areas that you are requesting approval.



133 Main Coffee Shop
 Damascus - Maine
 First Floor Plan
 DATE: 25 Feb 2019
 SCALE: 1/4" = 1'-0"
 filly : designs
 Inconstr. - m.m.h.c. - 2017 - 841 - 5181



Division of Alcoholic Beverages and Lottery
 Operations
 Division of Liquor Licensing and Enforcement

**Corporate Information Required for
 Business Entities Who Are Licensees**

Questions 1 to 4 must match information on file with the Maine Secretary of State's office. If you have questions regarding this information, please call the Secretary of State's office at (207) 624-7752.

Please clearly complete this form in its entirety.

- Exact legal name: 1amariscotta Good Coffee LLC
- Doing Business As, if any: COPACITY
- Date of filing with Secretary of State: 12/17/18 State in which you are formed: MAINE
- If not a Maine business entity, date on which you were authorized to transact business in the State of Maine: _____
- List the name and addresses for previous 5 years, birth dates, titles of officers, directors and list the percentage ownership: (attach additional sheets as needed)

NAME	ADDRESS (5 YEARS)	Date of Birth	TITLE	Ownership %
Susan Murphy	Tenants Harbor, ME Newcastle, ME	04/07/69	owner	100

(Stock ownership in non-publicly traded companies must add up to 100%.)

- If Co-Op # of members: _____ (list primary officers in the above boxes)

7. Has any principal person involved in the entity ever been convicted of any violation of the law, other than minor traffic violations, in the United States? Yes No

8. If Yes to Question 7, please complete the following: (attached additional sheets as needed)

Name: _____

Date of Conviction: _____

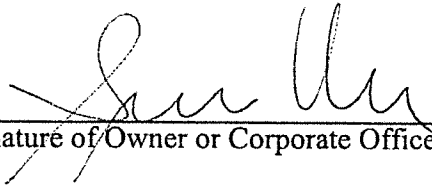
Offense: _____

Location of Conviction: _____

Disposition: _____

Signature:

PLEASE SIGN IN BLUE INK



Signature of Owner or Corporate Officer

3 / 12 / 19
Date

Print Name of Owner or Corporate Officer

Submit Completed Forms to:

Bureau of Alcoholic Beverages
Division of Liquor Licensing and Enforcement
8 State House Station, Augusta, Me 04333-0008 (Regular address)
10 Water Street, Hallowell, ME 04347 (Overnight address)
Telephone Inquiries: (207) 624-7220 Fax: (207) 287-3434
Email Inquiries: MaineLiquor@Maine.gov

March 21, 2019

To: Damariscotta Downtown (C1 District) Business Owners (via email and press release)

RE: Use of Spaces Marked for "No Parking" During Pumpkinfest

Dear Business Owner:

By Town ordinance, businesses who wish to use public parking spaces during special events need to obtain a Town vending permit. The applicable section of the Vending Ordinance reads as follows:

No person, business or business corporation shall sell or offer for sale, peddle, hawk, vend or attempt to vend or otherwise distribute at retail, any meat, fish, poultry, fruit, vegetables, dairy products, furniture, clothing, or goods of any kind upon any other streets or sidewalks, parking lots or parking areas within the Town of Damariscotta without first obtaining a license to do from the Municipal officers of the Town. (There is an exception for businesses who wish to sell items on the sidewalk adjacent to their businesses)

Following the practice of the last two years, the Board of Selectmen has decided to allow businesses that operate out of permanent structures downtown to benefit from selling in on-street public parking spaces when those parking spaces are closed off for Pumpkinfest activities. The Board agreed that these businesses are otherwise placed at a disadvantage when "pop-up" businesses come into Town during these events and sell their goods on private property from temporary structures.

The Board's decision included a provision that businesses who have an established permanent location in the C1 District not be charged for the use of the designated temporary no-parking spaces. Use of spaces that are being occupied for specific Pumpkinfest activities will not be available to businesses. The Board has approved closing off public parking permitted on the downtown section of Main Street, Theater Street and on Elm Street from Main to Theater Streets, from 6 AM to 6 PM on Saturday through Monday, October 12 to 14.

If your business wishes to utilize designated no-parking spaces during this year's Pumpkinfest, please complete the attached permit application and return it to Town Hall no later than October 10. It is very important that you have an approved permit application prior to using any public parking space for selling food and other items during Pumpkinfest. Not only will the Town be able to coordinate the use of spaces among businesses, Town administrative staff will be able to inform the Police Department that you are in compliance with the Town Ordinances prior to the days of the events.

Please adhere the following restrictions:

1. The business cannot allow individuals not associated with their businesses to use the parking spaces.
2. The tables and any canopies must not extend over the traffic way or public sidewalk and must be readily movable to allow for emergency vehicle access.

Although the Town will be providing these vending permits to local businesses at no cost, businesses may still wish to contribute to the event to help defray the cost of this major festival.

Please let me know if you have any questions on this matter.

Sincerely,

Matt Lutkus
Town Manager

Cc Board of Selectmen
Police Chief Jason Warlick

Permit Application Attached

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

From: yank <yank@tidewater.net>

Sent: Thu, Feb 21, 2019 7:08 pm

Subject: DAMARISCOTTA PUMPKINFEST - TRAFFIC - SAFETY - PARKING PLAN (PRELIMINARY)

Good evening Main-Street sponsors of Damariscotta Pumpkinfest:

In that "people & traffic don't mix", I recently was charged with coordinating the drafting of a traffic/safety/parking plan with representatives of DPD, LCSO, Roads Dept., DFD, NFD, CLC-Ambulance, and the towns' selectmen (as well as soliciting input from downtown businesses) ...

That preliminary three-day plan is attached to this email, FYI

Please send your (confidential) input to me (at: yank@tidewater.net) before St. Patrick's Day (March 17), in order that it be included in our follow-up plan-presentation to the Selectmen in late March

Whatever plan eventually might be implemented by town officials is likely to include a mix of pedestrian barriers, a minimum of street closures, shuttles, volunteers and public safety officers, in order to keep people safe.

The committee felt strongly that complete closure of Main Street from 10 a.m. – 6 p.m. on Saturday AND closure of Upper Main Street by DRA's Darrows Barn on Sunday mid-day, was NOT an acceptable option, and worked through various scenarios to develop the attached alternative 'three-day plan'... *the aim of pumpkinfest always has been to benefit the twin villages, NOT to inconvenience the businesses/residents, so Main Street closures must be kept to the minimum time commensurate with public safety ...*

The three-day plan will necessitate development of additional parking lots for an expanded shuttle fleet to load/unload. Suggestions initially included: church/hospital parking lots, such as the Friends church & the Miles Home Health Care lots, both located at the intersection of Belvedere Road & Highway One, the Foster's Auction House lot, also on Highway One in Newcastle, and/or Nobleboro School lot on Center Street in Nobleboro... However, contact with these alternatives has not yet been made, due to the decision to preview the plan with the Selectmen and the Main Street businesses first.

Specific questions which would benefit from your input include:

- (1) should Main St. be shut down for vehicle traffic on Saturday (parade day) from around noon until 5 pm or earlier, as soon as traffic has dissipated? (For the last decade, Main St. has been shut down from around 1-4 p.m. which has not proven safe given the hoards of visitors pouring onto Main St. immediately after the parade.) ...
- (2) since traffic cones have not proven to be effective, should bike-rack barricades (see attached diagram) be set along Main St. downtown for the entire Columbus Day weekend, to keep people/strollers out of the street during the parade & when traffic is

flowing freely? (The one exception is the federally-mandated 'post office handicap parking spot' which must be available until noon on Saturday.) ...

(3) should Upper Main street make liberal use of bike-rack barricades to keep folks from crossing other than at safety-officer-manned 'cross walks' to & from DRA-venues?

(4) should half or all of downtown's back parking lot be closed to parking during the weekend, to allow shuttle busses to use that area (OFF Main St.) for loading/unloading passengers? (For the last decade, the back parking lot has been partially closed for the KidsZone and the Regatta events, but shuttles have loaded/unloaded unsafely, right ON Main St..)

Regarding "business provisioning", trucks could continue to deliver early in the morning OR late at night during the festival, as has been done in past years without issue.

Regarding "parking for employees of downtown businesses", employees could continue to park at LA/GSB, as volunteers do, and take the shuttle to work, as has been done in past years without issue.

Thank you in advance for your input into this **PRELIMINARY** "Traffic - Safety - Parking Plan". I look forward to hearing from you with your suggestions. Larry

Larry Sidelinger, volunteer chairman-shuttle
Damariscotta Pumpkinfest & Regatta
yank@tidewater.net
207-632-4878 (cell)
207-563-7332 (o)

Damariscotta Pumpkinfest & Regatta™

P. O. Box 1101 Damariscotta, ME 04543-1101

info@damariscottapumpkinfest.com

501(C)(3) Non-Profit #26-4461-248 Maine License #C08102

www.damariscottapumpkinfest.com

www.facebook.com/damariscottapumpkinfest

www.twitter.com/squashbuckler

<https://plus.google.com/110776828289499124015>

Proud Partner of Maine's Pumpkin Trail

<https://www.facebook.com/MainePumpkinTrail/>

Supported by the Maine Office of Tourism <https://visitmaine.com/>

**DAMARISCOTTA PUMPKINFEST
TRAFFIC-SAFETY-PARKING: DISCUSSION #1 – MINUTES
(Meeting held on January 24, 2019)**

THE PROBLEMS:

TRAFFIC -SAFETY- PARKING

- (1) Traffic: recognize the danger of the combination of an unusual amount of traffic AND pedestrians crowded onto the same road throughout the festival, as well as in the event of an ambulance/evacuation/safety officer transit situation on Main Street
- (2) Safety: pedestrians walking into traffic because there is not enough sidewalk room for children & strollers
- (3) Parking: expand available parking lots to encourage shuttle use

THREE-DAY PLAN:

DAY 1 (Saturday - Parade in Downtown):

..... use back-harbor lot for shuttle bus parking/loading/unloading, and drive-loop to/from Main Street

..... extend closure of Main Street on Saturday (Parade day) from 2:00 – 4:00 p.m. to 1:00 – 5:00 p.m. from the Bristol Road/Highway 129 street light on the north side of downtown Damariscotta, to Mills Street/Highway 215 on the south side of downtown Newcastle. This extension will allow parade visitors to catch the shuttle without needing to crossing Main Street while inconvenienced-drivers impatiently drive through town

..... block-off central main street parking spots from Saturday-Monday with

'permanently placed' pedestrian barriers which would not be removed each night

..... during the closure, LCSO would divert traffic away from exiting onto the business route one ramp off northbound highway one

..... liberal use of pedestrian barricades & volunteers at DRA's Darrows Barn to keep cars from parking there, AND to keep shuttle bus loading/unloading area clear of other vehicles, AND to control pedestrians crossing Upper Main Street (example:

<https://www.rentnational.com/barricade-rentals/barricades>)

..... add picnic tables and more port-a-potties/bathrooms + an information & first-aid center in the back-harbor lot

DAY 2 (Sunday - Hurl/Hunt/Drop at DRA Darrows Barn):

..... liberal use of pedestrian barricades & volunteers at DRA's Darrows Barn to keep cars from parking there, AND to keep shuttle bus loading/unloading area clear of other vehicles, AND to control pedestrians crossing Upper Main Street (example:

<https://www.rentnational.com/barricade-rentals/barricades>)

..... cluster available volunteers and DPD/LCSO officers, especially during Hunt/Drop, at cross-walks on Upper Main Street

..... use downtown back-harbor lot for shuttle bus parking/loading/unloading, and drive-loop to/from Main Street

..... block-off central main street parking spots from Saturday-Monday with

'permanently placed' pedestrian barriers which would not be removed each night

..... add picnic tables and more port-a-potties/bathrooms + an information & first-aid center in the back-harbor lot

DAY 3 (Monday - Regatta at Harbor):

..... shut back-harbor parking lot entirely before regatta, as usual

..... shuttle busses will park/load/unload on Water Street (as InfoZone does not operate on Monday, and banks/post office will be closed for Columbus Day holiday), NOT Main Street

..... block-off central main street parking spots from Saturday-Monday with 'permanently placed' pedestrian barriers which would not be removed each night

..... add picnic tables and more port-a-potties/bathrooms + an information & first-aid center in the back-harbor lot

..... liberal use of pedestrian barricades & volunteers at DRA's Darrows Barn to keep cars from parking there, AND to keep shuttle bus loading/unloading area clear of other vehicles AND to control pedestrians crossing Upper Main Street (example:

<https://www.rentnational.com/barricade-rentals/barricades>)

DISCUSSION:

In the interest of public safety, an informal meeting was called by Larry Sidelinger, volunteer-shuttle, to formulate a plan (to use in discussions with the town managers/selectmen) which would address the triple issues of traffic, safety and parking.... whatever traffic-safety-parking plan eventually approved by town officials would be announced by the town, and would include a mix of pedestrian barriers, minimal street closures, shuttles, volunteers and public safety officers

The committee felt strongly that complete closure of Main Street from 10 a.m. – 6 p.m. on Saturday AND closure of Upper Main Street by DRA's Darrows Barn on Sunday mid-day, was not an acceptable option, and worked through various scenarios to develop the preceding alternative 'three-day plan'... *the aim of pumpkinfest always has been to benefit the twin villages, NOT to inconvenience the businesses/residents, so Main Street closures must be kept to the minimum time commensurate with public safety ...*

(reminder: during Main Street closures, ambulance crews must be staged at both ends of the closure, adding extra expense for the community-festival)

The three-day plan might necessitate development of additional parking lots for buses to load/unload. One suggestion was church/hospital parking lots, such as the Friends church & the Miles Home Health Care lots, both located at the intersection of Belvedere Road & Highway One. Further possibilities might be the Foster's Auction House lot, also on Highway One in Newcastle, and/or Nobleboro School lot on Center Street in Nobleboro...

the festival will encourage their event volunteers to use the shuttle to get to their events, OR park very early within the DRA Darrows barn venue... in 2018 the festival hired three school buses AND three 14-person vans, which were "full all the time" and an additional school bus would have been useful on Saturday ...

In attendance at the traffic-safety-parking meeting #1 were:

larry sidelinger, pumpkinfest – shuttle

yank@tidewater.net

jason warlick, Chief - Damariscotta Police Department

jwarlick@damariscottame.com

brendan kane, Lieutenant - Lincoln County Sheriff's Office

bkane@lincolnso.me

rand maker, Chief Deputy - Lincoln County Sheriff's Office

rmaker@lincolnso.me

buzz pinkham, pumpkinfest – founder/president

pumpkinbuzz@gmail.com

bill clark, pumpkinfest – founder/vice president

dax4247@gmail.com

wendy corlett, CFO - Lincoln Academy & pumpkinfest – merchandise

mainecorlett@gmail.com

jen york, pumpkinfest – founder/kidszone (unable to attend meeting #1)

jen.york72@gmail.com

kathy anderson, pumpkinfest – administrative

kathypaul7@aol.com

to be added to distribution list & future meeting notices will be:

mark doe, acting president - CLC – Ambulance Service

doeboy@midcoast.com

clayton huntley, Chief – Newcastle Fire Department

newcastlefd@roadrunner.com

john roberts, Chief – Damariscotta Fire Department

jroberts@damariscottame.com

MISSION STATEMENT:*The Mission of the "Damariscotta Pumpkinfest" is to promote education to citizens of all ages regarding the specific agricultural science required to grow giant pumpkins, and to provide local non-profit organizations with opportunities for dissemination of information on their activities and fundraising.*

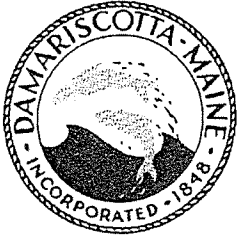
Larry Sidelinger, volunteer-shuttle

Damariscotta Pumpkinfest & Regatta

yank@tidewater.net

207-632-4878 (cell)

207-563-7332 (o)



Town of Damariscotta
21 School Street
Damariscotta, ME 04543
T: 207-563-5168
F: 207-563-6862

**Special Application for Outdoor Public Vending License
During 2019 Pumpkinfest, October 12-14, 2019
For Businesses with permanent location in C-1 Zone**

Date: _____

Owner's Name: _____

Business Name: _____

Phone Number: _____ Cell Phone Number _____

Maine State License # _____

Business Mailing Address: _____

Business/Owner's Email Address: _____

Products to be Sold: _____

Designated No-Parking Spaces on Elm or Main Streets to be used by business (identify closest Street address nearest parking spaces) _____

Hours of Operation: Saturday, 10/12 _____ and/or Sunday, 10/13 _____

and/or Monday, 10/14 _____ *Note: Parking spaces can only be used during hours in which spaces are marked as "No Parking".

If selling food, list health or other precautions being taken to preserve the quality of the items being sold:

The business listed above shall hold harmless, indemnify and defend the Town of Damariscotta against liabilities, expenses, and losses imposed upon them as a result of the negligent actions or inaction of this business related to its use of public parking spaces during the 2019 Pumpkinfest events.

Vendor Signature: _____

.....

Fee Paid: Waived per Board of Selectmen License Expires: _____

Application has been _____ Approved _____ Denied

Date: _____

Town Manager or Town Clerk

RFP#2019-1PW

INVITATION TO BID ON TOWN PAVING PROJECTS

Proposals shall be clearly labeled "Paving Bid" and submitted to:

Town Manager, Town of Damariscotta, 21 School Street, Damariscotta, ME 04543.

Bid Opening: 1:30 PM, March 5, 2019

The Town of Damariscotta is requesting bids for the projects listed below. This Request for Proposals (RFP) consists of three sections as follows:

Section I – The project descriptions and technical requirements

Section II- The Town of Damariscotta's Standard Agreement for Construction Projects

Section III- Bid Form

Qualified contractors are asked to submit a bid on each project location and/or a bid on all project locations to take advantage of economies of scale.

Any questions concerning this request for proposals (RFP) should be directed by email to Road Commissioner Hugh Priebe at firesidebrew@roadrunner.com or 207-691-6001 no later than five business days prior to the above bid opening date. The Town's responses will be shared with all bidders who are receiving this RFP and any other firms who have informed the Town Manager or Road Commissioner that they are interested in bidding on these projects.

SECTION I

The work shall consist of constructing a Hot Mix Asphalt Pavement using designated mix types for the roadways described for each project location below. All work shall be completed as outlined in this RFP and as directed by the Road Commissioner

1. Belvedere Extension

This work area is the entire 788 lineal feet foot length of Belvedere Extension between US Route 1 and Main Street. (US1B)

Description of this project:

- A. It is the responsibility of the contractor to provide traffic control for this work location per subsection E.6.
- B. Shim and overlay with 9.5 mm HMA to re-crown the road (1/4" per foot).
- C. Mill butt Joints to match existing road surface at Main St. and US Route 1.
- D. Patch as needed the center island.
- E. Pave back driveways as per instructions from the Road Commissioner.
- F. Sweep and clean the road before each use of tack coating.

Project to be completed by November 1,2019- However, funding for this project is currently available and can therefore be completed as early as the contractor's work schedule will allow.

2. Chapman Street

This work area starts at pole # 12 west bound for 550 lineal feet.

Description of project

- A. It is the responsibility of the contractor to provide traffic control for this work location.
- B. Shim and overlay the entire length to re-crown the road to the existing width using 9.5mm HMA asphalt.
- C. Sweep and clean the road before each use of tack coating.
- D. Mill butt Joints to match existing road surface.
- E. Place Tack between asphalt layers.
- F. Pave back driveways as per instructions from the Road Commissioner.

Project to be completed by November 1, 2019- Funding for this project anticipated to be available July 1,2019

3. Church Street

The work area starts just before Pleasant Street going west bound for a length of 750 lineal feet on Church Street.

Description of project

- A. It is the responsibility of the contractor to provide traffic control for this work location.
- B. Mill as needed to re-crown and maintain the existing height of the road surface. Keeping the heights of the drains and sewer lids the same.
- C. Use 9.5 mm HMA to re-crown the road surface.
- D. Mill Butt joints to match existing road surface.
- E. Sweep and clean the service before applying the tack coat.

Note: Where there is no curb the asphalt should stay to the existing width along the entire length of the work area.

Project to be completed by November 1, 2019- Funding for this project anticipated to be available July 1,2019

4. Hammond Road

The work area is the full length of Hammond from Main Street to Back Meadow Road Hammond Road is 950 lineal feet in length and 16 lineal feet wide. If you put down an inch and a half of Asphalt the tonnage would be around 140.

Description of project

- A. It is the responsibility of the contractor to provide traffic control for this work location.
- B. Use 9.5 mm HMA to re-crown the road surface.
- C. Sweep and clean the service before applying the tack coat.

Project to be completed by November 1, 2019- Funding for this project anticipated to be available July 1,2019

5. Pine Ridge Road

The work area is 700 lineal feet on Pine Ridge Road from Bristol Road to the Y. The road is twenty one feet wide. A depth of one and a half inches of Asphalt is 140 ton. In addition, approximately ten tons of asphalt will be layered and compacted in wheel ruts.

Description of project

- A. It is the responsibility of the contractor to provide traffic control for this work location.

- B. Use 9.5 mm HMA to re-crown the road surface.
- C. Sweep and clean the service before applying the tack coat.

Project to be completed by November 1, 2019- Funding for this project anticipated to be available July 1,2019

6. Vine Street

Starting at Church Street and going for 190 lineal feet on Vine Street.

Description of project

- A. It is the responsibility of the contractor to provide traffic control for this work location and contacting homeowners on Vine Street of work starting each day so they can get out in the morning.
- B. Cut and remove existing Asphalts. Add Type D Gravel as needed and compact sub grade soils. Replace asphalt with two and a half inches of 12.5 HMA after compaction. Then a top layer of one and a half inches of 9.5 HMA after compaction to a width of 18 lineal feet
Gravel to be used shall be one inch crushed gravel
Grades should match at both ends of the work area and a tack coat at the butt seams.
- C. Sweep and clean the surface before applying the tack coat.

Project to be completed by November 1, 2019- Funding for this project anticipated to be available July 1,2019

A. Description of Course

The work shall consist of constructing a Hot Mix Asphalt Pavement using designated mix types for the roadways as proposed in SECTION I. All work shall be constructed as outlined in this contract and as directed by the Road Commissioner.

B. Equipment Requirements

1. All Hauling Equipment used on the project will meet the requirements of the most recent edition of MAINEDOT Standard Specifications, section 401.08
2. All Pavers used on the project will meet the requirements of the most recent edition of the MAINEDOT Standard Specifications, section 401.09. When appropriate, a highway class paver meeting the specification with an 8ft main screed may be used.
3. All Rollers used on the project will meet the requirements of the most recent edition of the MAINEDOT Standard, section 401.10

C. Plant Requirements

1. Batch and Drum Plants used to produce mix for this project shall meet the requirements of the most recent edition of the MAINEDOT Standard Specifications, section 401.07
2. The automation of batching shall meet the requirements of the most recent edition of the MAINEDOT Standard Specifications, section 401.072
3. At automatic mixing plants, automatic tickets shall be printed which meet MAINEDOT Standard Specifications, section 401.073

D. Materials

The Hot Mix Asphalt shall be composed of a mixture of aggregate and bituminous material. The aggregate fractions shall be sized, uniformly graded, and combined in accordance with the submitted designs.

The Contractor shall submit, for the Road Commissioner's approval, a current job mix formula (JMF). A current MAINEDOT-approved JMF shall be submitted. The JMF's shall be reviewed and approved by the Road Commissioner. or an independent testing agency prior to submittal. All JMF's will be required to accompany the bid form.

The job mix formula shall state the source, gradation, and percentage of each fraction of the aggregate and filler, if required. It shall state the name of the refiner and the supplier of the particular bituminous material to be used and the plant location.

E. Construction

1. **Curb to Curb Section:** All driveway entrances shall be ground prior to placement and a butt joint will be utilized to match with existing pavement. Any driveway that is lower than the street shall have a berm installed so as to prevent surface water from entering the driveway unless otherwise specified by the Road Commissioner.

Typical Rural Section: All driveways shall receive a 1 foot apron placed at the same time as the travel-way unless otherwise specified by the Road Commissioner., and shall be considered machine placed. For drives, sidewalks, island and other incidental handwork off the traveled way, commercial "D" mix may be used.

2. Butt joints shall be used at any intersecting of any existing pavement at the beginning and end of the project.

3. Contractor shall place reflective delineator posts, spaced a minimum of every 100' apart, in areas where shoulder drop is 2 inches or more from the pavement surface.

4. The construction of Hot Mix Asphalt shall be carried on only when the surface on which the material is to be placed is dry, and when the atmospheric temperature is above 45° F and rising, and all paving will be completed by November 1.

5. All existing paved surfaces to be newly paved shall be thoroughly cleaned by the contractor and dry and shall be tack coated prior to placement at a rate of .02 – 0.05gal/sy. In addition, any manholes or catch basins will be adjusted at the direction of the Municipal Representative. All paving operations shall cease when the surface to repave is wet.

6. All traffic control will be provided by the Contractor and all traffic control devices and setups shall conform to the latest edition of Part VI of the Manual on Uniform Traffic Control Devices (MUTCD).

7. The cross-slope of the final paved surface shall be as close as possible to a uniform cross-section utilizing materials estimated above in the bid documents, except in super-elevated areas. If noted in contract documents to place shim to desired grade and cross-slope, a desirable cross slope would be ¼” per foot of lane width (2%). All gravel or reclaim shall be graded to 2% prior to placement of HMA.

8. Surface tolerances shall be checked according to MAINEDOT Standard Specifications, sections 401.101.

9. All mixing, spreading, finishing, and compacting and constructing joints shall meet MAINEDOT Standard Specifications, sections 401.14, 401.15, 401.16, 401.17 respectively.

F. Testing

All materials and every detail of work will be subject to inspection by the Municipal Representative who may require the Contractor’s quality control person to be onsite to monitor material placement and compaction. The Road Commissioner shall be allowed access to all parts of the work. The Road Commissioner shall also have the right to inspect and test, at the Town's expense, by the following methods:

a. Pavement Samples

Core samples for density testing will be taken in accordance with AASHTO procedures every 1000 tons to achieve a minimum 92.0% density on uniform lifts designed to be greater than 1”. Samples of the Hot Mix Asphalt will be taken in accordance with AASHTO procedures every 1000 tons to check for Asphalt Content, Gradation, and Theoretical Maximum Density. All test results will be required to be within the allowable tolerances given in Section 400 of the most recent edition of the MAINEDOT Standard Specifications. Method D shall be used. Upon demand from the Road Commissioner, the Contractor must supply a ten foot straightedge. The surface, when tested, shall be in accordance with Section 401.20 of the most recent edition of the MAINEDOT Standard Specifications.

b. Acceptance

If the Road Commissioner, requests it, the Contractor shall remove portions of the finished work as may be directed. After examination, the Contractor shall restore the removed areas of the work to the standards of the specifications. Should the exposed work prove to be acceptable, in the judgment of the Road Commissioner., the removal and replacement of the sections will be paid for as extra work. Should the work exposed prove to be unacceptable in the judgment of the Road Commissioner the removal and replacement of the material will be at the Contractor's expense.

ANY WORK DONE WITHOUT SUPERVISION OR INSPECTION BY THE TOWN MANAGER OR ROAD COMMISSIONER MAY BE ORDERED REMOVED AND REPLACED AT THE CONTRACTOR'S EXPENSE UNLESS THE ROAD COMMISSIONER FAILED TO INSPECT AFTER HAVING BEEN GIVEN REASONABLE NOTICE THAT WORK WAS TO BE PERFORMED.

G. Miscellaneous

a. Pre-inspection

Each Contractor, before submitting an offer, shall become completely familiar with the required work and shall rely on their own investigation. The Road Commissioner will be available to have the site/sites proposed for paving inspected. No consideration will be granted for any alleged misunderstanding of the material to be furnished, the work to be done, or for any defects in the final product that are the result of the absence of pre-inspection of a site.

b. Right to change or additional work

The Town reserves the right to submit change orders in writing to the Contractor. In that event, the Town will negotiate with the Contractor to determine the new costs. The Town reserves the right to change unit quantities up to 20% without negotiating a new price.

c. Clean up

At the completion of paving, each site shall be left in a neat and clean condition, subject to approval of the Road Commissioner.

d. Performance bond

When bid amounts exceed \$250,000.00, the Contractor shall submit to the Town a Performance Bond in the amount of 100% of the Contract within ten (10) days after receipt of notice of acceptance of the Contractor's offer or part of the offer. These bonds shall be issued by a bonding company licensed to do business in the State of Maine. Failure to provide this bond is a material breach of contract and may, in the discretion of the Town, result in termination of the Contract.

e. Warranties

The Contractor guarantees that the work to be done under this contract and the materials to be furnished by the supplier for use in the construction of the same will be free from defects or flaws. This warranty shall be for a period of one year from the date of completion.

f. Acceptance period

The Town shall have up to a maximum of 30 days from date of bid opening to accept an offer.

g. Notice of acceptance

The Contractor will be notified in writing by the municipality of the acceptance of its offer in whole, or in part, within five (5) business days of when it has been accepted. Failure to comply with this notice requirement shall constitute a breach of the Contract. An offer cannot be accepted verbally.

h. Rejection of offers

The Town reserves the right to reject any or all proposals whenever such rejection is in their best interest. The Town reserves the right to reject the proposal of a Contractor who has previously failed to perform properly or to complete on time Contracts of a similar nature. The Town also reserves the right to reject a proposal from a Contractor if an investigation shows that the Contractor is not in a position to perform the Contract.

i. Pre-bid conference

At the discretion of the Road Commissioner a pre-bid conference may be scheduled to discuss scope of services, terms of this contract and scheduling of work. Contractors who wish to be considered for acceptance must attend any scheduled conference.

j. Payment

The Town shall make payment in full after completion, inspection and acceptance. The Unit Price per ton will include surface preparation, mobilization, hauling and placing material, butt joints, traffic control (if specified herein), and final cleanup. Tack shall be paid by the gallon at the unit price.

SECTION II
AGREEMENT
BETWEEN THE TOWN OF DAMARISCOTTA AND

THIS AGREEMENT is made this ___ day of _____, 2019, by and between the Town of Damariscotta, a municipal corporation existing under the laws of the State of Maine and located in the County of Lincoln, State of Maine (hereinafter the TOWN) and _____, a Maine corporation with a principal place of business in _____, Maine (hereinafter the CONTRACTOR).

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

1. **SCOPE OF THE WORK**

The CONTRACTOR shall furnish all of the services and materials and perform all of the work as described in the specifications and requirements entitled TOWN OF DAMARISCOTTA 2019 PAVING BIDs Various Roads and Parking Lot issued by the Town of Damariscotta and in accordance with the Bid Proposal Form in return for payment as provided herein.

The CONTRACTOR shall be responsible for the provision of all materials and placement of those materials as required in the RFP. Except as provided in Section H.13 of the RFP, the CONTRACTOR shall not change the per ton bid price set forth in Exhibit B in the event of such modifications.

2. **COMMENCEMENT AND COMPLETION DATE**

The CONTRACTOR agrees to commence work on or after the dates specified in the project descriptions and to fully complete the project by the dates specified in each project description in Section I of the RFP. However, the actual starting date and time of operation must be coordinated with and approved by the Road Commissioner. Due to the difficulty of calculating damages for late completion, the CONTRACTOR further agrees to pay liquidated damages in the amount of \$500.00 (Five Hundred Dollars) per day for each consecutive calendar day of delay after these above referenced dates until all the work is completed to the satisfaction of the Town.

3. **CONTRACT PRICE; PAYMENT**

Following the completion of each of the projects, the TOWN shall pay the CONTRACTOR in accordance with the bid prices established in Exhibit B.

Payment shall be made within fifteen (15) days of satisfactory completion of the work, as determined by the TOWN.

4. GUARANTEE

The CONTRACTOR and the subcontractors, if any, shall guarantee their work against any defects in workmanship and materials for a period of one year from the date of the TOWN's written acceptance of the project, and agrees to repair or replace at no cost or expense to the TOWN all work, materials and fixtures at any time during said one year period.

5. TRAFFIC SAFETY MEASURES

The CONTRACTOR shall be responsible for coordinating with the Town to establish appropriate traffic safety measures as such are needed.

6. TOWN'S RIGHT TO TERMINATE CONTRACT

Without prejudice to any other right or remedy, the TOWN may terminate this Agreement for cause by providing the CONTRACTOR and its surety with seven (7) days' written notice of termination. For purposes of this Agreement, cause includes, but is not limited to: the adjudication of the CONTRACTOR as bankrupt; the making of a general assignment by the CONTRACTOR for the benefit of its creditors; the appointment of a receiver because of the CONTRACTOR's insolvency; the CONTRACTOR's persistent or repeated refusal or failure, except for cases in which extension of time is provided, to supply enough properly skilled workers or proper materials; the CONTRACTOR's persistent disregard of federal, state or local statutes, laws, codes, rules, regulations, orders or ordinances; and the CONTRACTOR's substantial violation of any provisions of this Agreement. In the event of a termination for cause, the TOWN may take possession of the premises and of all materials, tools and appliances thereon and finish the work by whatever method it may deem expedient. In such case the CONTRACTOR shall not be entitled to receive any further payment until the work is finished. If the unpaid balance of the Agreement price shall exceed the expense of finishing the work, including compensation for additional managerial and administrative services, such excess shall be paid to the CONTRACTOR. If such expense shall exceed such unpaid balance, the CONTRACTOR shall pay the difference to the TOWN. Further, the TOWN may terminate this Agreement for convenience upon thirty (30) days' written notice to the CONTRACTOR, in which case, the TOWN shall pay the CONTRACTOR for all work satisfactorily performed and materials purchased up to the date of receipt of such notice by the CONTRACTOR. In the event that the TOWN terminates this Agreement for cause and it subsequently is determined that cause did not exist, such termination shall be deemed to be for convenience.

7. INSURANCE

Except as otherwise provided by this Agreement, the CONTRACTOR and its subcontractors and consultants shall obtain and maintain throughout the term of this Agreement at no expense to the TOWN the following insurance coverages through an insurance carrier licensed to do business in the State of Maine:

a. **Commercial General Liability Insurance** in the amount of not less than Four Hundred Thousand Dollars (\$400,000) or such other amount as may be required by the Maine Tort Claims Act (14 M.R.S.A. § 8101 et seq.) as amended from time to time, combined single limit, to protect the CONTRACTOR, any subcontractor performing work covered by this Agreement, and the TOWN from claims and damages that may arise from operations under this

Agreement, whether such operations be by CONTRACTOR or by a subcontractor or by anyone directly or indirectly employed by them.

b. **Automobile Liability Insurance** in the amount of not less than Four Hundred Thousand Dollars (\$400,000) or such other amount as may be required by the Maine Tort Claims Act (14 M.R.S.A. § 8101 et seq.) as amended from time to time, combined single limit, to protect the CONTRACTOR, any subcontractor performing work covered by this Agreement, and the TOWN from claims and damages that may arise from operations under this Agreement, whether such operations be by CONTRACTOR or by a subcontractor or by anyone directly or indirectly employed by them.

c. **Workers' Compensation Insurance** in amounts required by Maine law and **Employer's Liability Insurance**, as necessary, as required by Maine law. In case any class of employees engaged in hazardous work under this Agreement is not protected under the Workers' Compensation Act, the CONTRACTOR shall provide for the protection of its employees not otherwise protected.

d. All such insurance policies shall name the TOWN and its officers, agents and employees as additional insureds, except that for purposes of workers' compensation insurance, the CONTRACTOR and its subcontractors instead may provide a written waiver of subrogation rights against the TOWN. The CONTRACTOR, prior to commencement of work under this Agreement, and any of its subcontractors, prior to commencement of work under any subcontract, shall deliver to the TOWN certificates satisfactory to the TOWN evidencing such insurance coverages, which certificates shall state that the CONTRACTOR and its subcontractors must provide written notice to the TOWN at least thirty (30) days prior to cancellation, non-renewal, material modification or expiration of any policies, evidenced by return receipt of United States Certified Mail. Replacement certificates shall be delivered to the TOWN prior to the effective date of cancellation, termination, material modification or expiration of any such insurance policy. The CONTRACTOR shall not commence work under this Agreement until it has obtained all insurance coverages required under this subparagraph and such insurance policies have been approved by the TOWN, nor shall the CONTRACTOR allow any of its subcontractors to commence work on any subcontract until all such insurance policies have been obtained by the subcontractor and approved by the TOWN. All such insurance policies shall have a retroactive date which is the earlier of the date of this Agreement between the parties or the CONTRACTOR's commencement of services thereunder.

8. INDEMNIFICATION

The CONTRACTOR shall defend, indemnify, and hold harmless the TOWN, its officers, agents, and employees against any and all liabilities, causes of action, judgments, claims or demands, including attorney's fees and costs, for personal injury (including death) or property damage arising out of, or caused by the negligent performance of work or willful misconduct under this Agreement by CONTRACTOR, its subcontractors, agents or employees.

9. LIENS

The final payment shall not become due until the CONTRACTOR, if required by the TOWN, shall deliver to the TOWN a complete release of all liens arising out of the Agreement, or receipts in full in lieu thereof and, if required in either case, an affidavit that so far as it has knowledge or information the releases and receipts include all the labor and material for which a lien could be filed, but the CONTRACTOR may, if any subcontractor refuses to furnish a release or receipt in full, furnish a bond satisfactory to the TOWN to indemnify it against any lien. If any lien remains unsatisfied after all payments are made, the CONTRACTOR shall refund to the TOWN all monies that the latter may be compelled to pay in discharging such a lien, including all costs and a reasonable attorney's fee.

10. ASSIGNMENT

Neither party to the Agreement shall assign this Agreement or sublet it as a whole without the written consent of the other, nor shall the CONTRACTOR assign any prior monies due or to become due to it hereunder, without the previous written consent of the TOWN.

11. SUBCONTRACTS

The CONTRACTOR shall not sublet any part of this Agreement without the prior written permission of the TOWN. The CONTRACTOR agrees that it is fully responsible to the TOWN for the acts and omissions of its subcontractors and of persons either directly or indirectly employed by them, as it is for the acts and omissions of persons directly employed by it.

12. FORCE MAJEURE

Provided such party gives written notice to the other of such event, a party shall not be liable for its failure to perform its respective obligations under this Agreement, if prevented from so doing by any cause beyond the reasonable control of such party, such as, but not limited, to strikes, lockouts, or failure of supply or inability by the exercise of reasonable diligence, to obtain supplies, parts, or employees necessary to perform such obligations, or because of war or other emergency. The time within which such obligations shall be performed shall be extended for a period of time equivalent to the delay from such cause.

13. NON-WAIVER

Except as expressly provided in this Agreement, the failure or waiver, or successive failures or waivers on the part of either party hereto, in the enforcement of any paragraph or provision of this Agreement shall not render the same invalid nor impair the right of either party hereto, its successors or permitted assigns, to enforce the same in the event of any subsequent breach thereof.

14. NOTICES

Notices hereunder shall be deemed sufficient if sent by U.S. Certified mail as follows:

TO TOWN: Matthew J. Lutkus, Town Manager
 Town of Damariscotta
 21 School Street
 Damariscotta, ME 04543

TO CONTRACTOR: _____

15. CONFLICT BETWEEN PROVISIONS

In the event of any conflict among the provisions of this Agreement and any of its Exhibits, the terms of this Agreement shall be controlling.

16. DISPUTE RESOLUTION

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.

17. COMPLIANCE WITH APPLICABLE LAWS

The CONTRACTOR agrees that it and its subcontractors, if any, shall comply with all applicable federal, State and local statutes, laws, rules, regulations, codes, ordinances, orders and resolutions in the performance of work under this agreement.

18. EXTENT OF AGREEMENT

This Agreement and Exhibit A attached hereto and hereby incorporated into this Agreement represents the entire and integrated Agreement between the TOWN and the CONTRACTOR and supersede all prior negotiations, representations, or agreements, either written or oral. This Agreement may be amended only by written instrument signed by both the TOWN and the CONTRACTOR.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the day and year first above written.

TOWN OF DAMARISCOTTA

By: _____
Matthew J. Lutkus, Town Manager

Witness

CONTRACTOR

By: _____

Witness

MJL 1/30/2019

SECTION III

BID FORMS

We herewith submit our bid in accordance with the requirements and specifications herein acknowledge as follows:

1. That the needs for products and services are the best estimates of commodities at the time of this bid, but that these estimates may vary. We agree to supply the products and services required, whether more or less than these estimates, at the prices quoted herein.
2. We carry General Liability (including Products Liability) insurance, which is in force and shall remain in force during the term of this contract.
3. Our company is bondable and if required herein, a Performance Bond will be provided if awarded the bid.
4. We agree to comply with the General Specification requirements relating to pricing and reporting requirements for products and services provided under this bid.
5. All prices quoted shall be firm for the term of this contract.

CompanyName _____

Address _____

Telephone _____

Email Address _____

Printed Name and
Title of Owner or
Authorized
Individual _____

Signature _____

TONNAGES/PRICE PER TON/TOTAL per location

MIX TYPE	1. Belvedere Extension	2. Chapman Street	3.Church Street
	#of tons/price per ton / total	#of tons/price per ton / total	#of tons/price per ton / total
<u>Shim mix (9.5 mm)</u>	____ / \$ ____ / \$ ____	____ / \$ ____ / \$ ____	N/A
<u>9.5mm HMA Machine laid</u>	____ / \$ ____ / \$ ____	____ / \$ ____ / \$ ____	____ / \$ ____ / \$ ____
<u>9.5 mm HMA Hand placed</u>	____ / \$ ____ / \$ ____	____ / \$ ____ / \$ ____	____ / \$ ____ / \$ ____
<u>12.5mm HMA</u>	N/A	N/A	N/A
	#of gallons/price per gal/ total	#of gallons/price per gal/ total	#of gallons/price per gal/ total
<u>RS-1 Tack .025 Gal/SY</u>	____ / \$ ____ / \$ ____	N/A	____ / \$ ____ / \$ ____
All other Costs such as manhole related work			
Total cost per location			

(chart continued on next page)

MIX TYPE	4. Hammond Road	5. Pine Ridge Road	3. Vine Street
	#of tons/price per ton / total	#of tons/price per ton / total	#of tons/price per ton / total
<u>Shim mix</u> <u>(9.5 mm)</u>	____/ \$ ____ / \$ ____	____/ \$ ____ / \$ ____	____/ \$ ____ / \$ ____
<u>9.5mm HMA</u> Machine laid	____/ \$ ____ / \$ ____	____/ \$ ____ / \$ ____	____/ \$ ____ / \$ ____
<u>9.5 mm HMA</u> Hand placed	____/ \$ ____ / \$ ____	____/ \$ ____ / \$ ____	____/ \$ ____ / \$ ____
<u>12.5mm HMA</u>	N/A	N/A	____/ \$ ____ / \$ ____
	#of gallons/price per gal/ total	#of gallons/price per gal/ total	#of gallons/price per gal/ total
<u>RS-1 Tack</u> <u>.025 Gal/SY</u>	____/ \$ ____ / \$ ____	____/ \$ ____ / \$ ____	____/ \$ ____ / \$ ____
All other Costs such as manhole related work			
Total cost per location			

Optional: Total Cost if Contractor awarded bid for all six locations _____

3/5/19
JAP

[Handwritten mark]
3/5/19

SECTION III

BID FORMS

We herewith submit our bid in accordance with the requirements and specifications herein acknowledge as follows:

1. That the needs for products and services are the best estimates of commodities at the time of this bid, but that these estimates may vary. We agree to supply the products and services required, whether more or less than these estimates, at the prices quoted herein.
2. We carry General Liability (including Products Liability) insurance, which is in force and shall remain in force during the term of this contract.
3. Our company is bondable and if required herein, a Performance Bond will be provided if awarded the bid.
4. We agree to comply with the General Specification requirements relating to pricing and reporting requirements for products and services provided under this bid.
5. All prices quoted shall be firm for the term of this contract.

Company Name

Pike Industries Inc

Address

95 Western Ave Fairfield, ME 04937

Telephone

207-254-2561

Email Address

jgriffiths@pikeindustries.com

Printed Name and

Title of Owner or

Authorized

Individual

Jason Griffith Area Manager

Signature

Jason Griffith

TONNAGES/PRICE PER TON/TOTAL per location

MIX TYPE	1. Belvedere Extension	2. Chapman Street	3. Church Street
	#of tons/price per ton / total	#of tons/price per ton / total	#of tons/price per ton / total
Shim mix (9.5 mm)	40 \$ 118.- 106 \$ 9,440.-	50 \$ 118.- 78 \$ 5,200.-	N/A
9.5mm HMA Machine laid	106 \$ 118.- 1 \$ 12,508.-	70 \$ 118.- 1 \$ 8,260.-	180 \$ 118.- 1 \$ 21,240.-
9.5 mm HMA Hand placed	___ \$ ___ 1 \$ ___	___ \$ ___ 1 \$ ___	___ \$ ___ 1 \$ ___
12.5mm HMA	N/A	N/A	N/A
	#of gallons/price per gal/ total	#of gallons/price per gal/ total	#of gallons/price per gal/ total
RS-1 Tack .025 Gal/SY	97 \$ 9.- 1 \$ 873.-	N/A 62 gal \$ 9.-	92 \$ 9.- 1 \$ 822.-
All other Costs such as manhole related work		\$558.-	
Total cost per location	\$22,821.-	\$14,160.-	\$22,068.-

\$74,718.-

(chart continued on next page)

MIX TYPE	4. Hammond Road	5. Pine Ridge Road	3. Vine Street
	#of tons/price per ton / total	#of tons/price per ton / total	#of tons/price per ton / total
Shim mix (9.5 mm)	___ / \$ ___ / \$ ___	___ / \$ ___ / \$ ___	___ / \$ ___ / \$ ___
9.5mm HMA Machine laid	140 / \$ 118. ⁻ / \$ 16,520. ⁻	140 / \$ 118. ⁻ / \$ 16,520. ⁻	40 / \$ 118. ⁻ / \$ 4,720. ⁻
9.5 mm HMA Hand placed	___ / \$ ___ / \$ ___	___ / \$ ___ / \$ ___	___ / \$ ___ / \$ ___
12.5mm HMA	N/A	N/A	6.1 / \$ 116. ⁻ / \$ 7,076. ⁻
	#of gallons/price per gal/ total	#of gallons/price per gal/ total	#of gallons/price per gal/ total
RS-1 Tack .025 Gal/SY	45 / \$ 9. ⁻ / \$ 405. ⁻	45 / \$ 9. ⁻ / \$ 405. ⁻	15 / \$ 9. ⁻ / \$ 135. ⁻
All other Costs such as manhole related work			Paving + Repairs \$13,320. ⁻ / 25 Gravel \$300. ⁻ / 104
Total cost per location	16,925. ⁻	16,925. ⁻	* 25,251. ⁻

Handplace = \$165.00 / ton

* Plus gravel if needed *

Optional: Total Cost if Contractor awarded bid for all six locations 118,708.⁰⁰

3/5/19
JAP
292 3/5/19
MWP.

SECTION III

BID FORMS

We herewith submit our bid in accordance with the requirements and specifications herein acknowledge as follows:

1. That the needs for products and services are the best estimates of commodities at the time of this bid, but that these estimates may vary. We agree to supply the products and services required, whether more or less than these estimates, at the prices quoted herein.
2. We carry General Liability (including Products Liability) insurance, which is in force and shall remain in force during the term of this contract.
3. Our company is bondable and if required herein, a Performance Bond will be provided if awarded the bid.
4. We agree to comply with the General Specification requirements relating to pricing and reporting requirements for products and services provided under this bid.
5. All prices quoted shall be firm for the term of this contract.

Company Name

WELLMAN PAVING, INC.

Address 89 GASHEN Rd., WINTERPORT, ME 04496

Telephone (207) 223-8820

Email Address eric@wellmanpaving.net

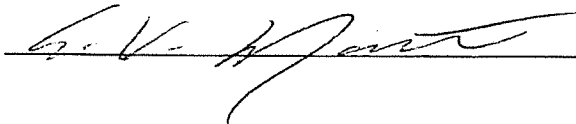
Printed Name and

Title of Owner or

Authorized

Individual ERIC V. MARTIN PROJECT MGR.

Signature



TONNAGES/PRICE PER TON/TOTAL per location

MIX TYPE	1. Belvedere Extension	2. Chapman Street	3. Church Street
	#of tons/price per ton / total	#of tons/price per ton / total	#of tons/price per ton / total
<u>Shim mix</u> <u>(9.5 mm)</u>	<u>80</u> / \$ <u>79.89</u> / \$ <u>6,391.20</u>	<u>34</u> / \$ <u>79.89</u> / \$ <u>2,716.26</u>	N/A
<u>9.5mm HMA</u> Machine laid	<u>160</u> / \$ <u>79.89</u> / \$ <u>12,782.40</u>	<u>102</u> / \$ <u>79.89</u> / \$ <u>8,148.78</u>	<u>202</u> / \$ <u>79.89</u> / \$ <u>16,137.78</u>
<u>9.5 mm HMA</u> Hand placed	___ / \$ <u>145.00</u> / \$ ___	___ / \$ <u>145.00</u> / \$ ___	___ / \$ <u>145.00</u> / \$ ___
<u>12.5mm HMA</u>	N/A	N/A	N/A
	#of gallons/price per gal/ total	#of gallons/price per gal/ total	#of gallons/price per gal/ total
<u>RS-1 Tack</u> <u>.025 Gal/SY</u>	<u>50</u> / \$ <u>6.00</u> / \$ <u>300.00</u>	N/A	<u>46</u> / \$ <u>6.00</u> / \$ <u>276.00</u>
All other Costs such as manhole related work			MILLING, 1,834 sy @ \$6.00 \$ 11,004.00
Total cost per location	\$ <u>19,173.60</u>	\$ <u>10,865.04</u>	\$ <u>27,407.78</u>

(chart continued on next page)

MIX TYPE	4. Hammond Road	5. Pine Ridge Road	3. Vine Street
	#of tons/price per ton / total	#of tons/price per ton / total	#of tons/price per ton / total
Shim mix (9.5 mm)	<u>46</u> / \$ <u>79.89</u> / \$ <u>3,674.94</u>	<u>45</u> / \$ <u>79.89</u> / \$ <u>3,595.05</u>	<u> </u> / \$ <u> </u> / \$ <u> </u>
9.5mm HMA Machine laid	<u>138</u> / \$ <u>79.89</u> / \$ <u>11,024.82</u>	<u>135</u> / \$ <u>79.89</u> / \$ <u>10,785.15</u>	<u>33</u> / \$ <u>79.89</u> / \$ <u>2,636.37</u>
9.5 mm HMA Hand placed	<u> </u> / \$ <u>145.00</u> / \$ <u> </u>	<u> </u> / \$ <u>145.00</u> / \$ <u> </u>	<u> </u> / \$ <u>145.00</u> / \$ <u> </u>
<u>12.5mm HMA</u>	N/A	N/A	<u>54</u> / \$ <u>87.06</u> / \$ <u>4,701.24</u>
	#of gallons/price per gal/ total	#of gallons/price per gal/ total	#of gallons/price per gal/ total
RS-1 Tack .025 Gal/SY	<u>43</u> / \$ <u>6.00</u> / \$ <u>258.00</u>	<u>41</u> / \$ <u>6.00</u> / \$ <u>246.00</u>	<u>10</u> / \$ <u>6.00</u> / \$ <u>60.00</u>
All other Costs such as manhole related work			GRAVEL - \$1,920.00 REMOVE HMA - \$2,280.00
Total cost per location	\$ 14,957.76	\$ 14,626.20	\$ 11,597.61

Optional: Total Cost if Contractor awarded bid for all six locations \$ 98,937.99

Total BID

* MIX PRICE BASED UPON MOST LIQUID
ASPHALT PRICE OF \$530000 POSTER ON
3/4/11.

3/5/2019
JAP

SECTION III

BID FORMS

We herewith submit our bid in accordance with the requirements and specifications herein acknowledge as follows:

1. That the needs for products and services are the best estimates of commodities at the time of this bid, but that these estimates may vary. We agree to supply the products and services required, whether more or less than these estimates, at the prices quoted herein.
2. We carry General Liability (including Products Liability) insurance, which is in force and shall remain in force during the term of this contract.
3. Our company is bondable and if required herein, a Performance Bond will be provided if awarded the bid.
4. We agree to comply with the General Specification requirements relating to pricing and reporting requirements for products and services provided under this bid.
5. All prices quoted shall be firm for the term of this contract.

Company Name

Hagar Enterprises, Inc.

Address 54 Biscay Rd. Damariscotta, Me 04543

Telephone 207-563-8588

Email Address vstevens@hagarenterprises.com

Printed Name and
Title of Owner or
Authorized
Individual

Vaughan Stevens Proj. Manager

Signature [Handwritten Signature]

TONNAGES/PRICE PER TON/TOTAL per location

MIX TYPE	1. Belvedere Extension	2. Chapman Street	3. Church Street
	#of tons/price per ton / total	#of tons/price per ton / total	#of tons/price per ton / total
<u>Shim mix</u> (9.5 mm)	<u>58 / \$ 93.00</u> / \$ <u>5,394.00</u>	<u>35 / \$ 93.00</u> / \$ <u>3,255.00</u>	N/A <u>20 / \$ 93.00</u> \$ <u>1,860.00</u>
<u>9.5mm HMA</u> Machine laid	<u>163 / \$ 93.00</u> / \$ <u>15,159.00</u>	<u>105 / \$ 93.00</u> / \$ <u>9,765.00</u>	<u>137 / \$ 93.00</u> / \$ <u>12,741.00</u>
<u>9.5 mm HMA</u> Hand placed	<u>10 / \$ 165.00</u> / \$ <u>1,650.00</u>	<u>5 / \$ 165.00</u> / \$ <u>825.00</u>	<u>5 / \$ 165.00</u> / \$ <u>825.00</u>
<u>12.5mm HMA</u>	N/A	N/A	N/A
	#of gallons/price per gal/ total	#of gallons/price per gal/ total	#of gallons/price per gal/ total
<u>RS-1 Tack</u> <u>.025 Gal/SY</u>	<u>100 / \$ 8.50</u> / \$ <u>850.00</u>	N/A <u>60 / \$ 8.50</u> \$ <u>510.00</u>	<u>55 / \$ 8.50</u> / \$ <u>467.50</u>
All other Costs such as manhole related work			Mill - \$ 9,750.00
Total cost per location	\$ <u>23,053.00</u>	\$ <u>14,355.00</u>	\$ <u>25,643.50</u>

(chart continued on next page)

MIX TYPE	4. Hammond Road	5. Pine Ridge Road	3. Vine Street
	#of tons/price per ton / total	#of tons/price per ton / total	#of tons/price per ton / total
<u>Shim mix</u> <u>(9.5 mm)</u>	<u>53 / \$ 93.00</u> / \$ <u>4,929.00</u>	<u>53 / \$ 93.00</u> / \$ <u>4,929.00</u>	_____ / \$ _____ _____ / \$ _____
<u>9.5mm HMA</u> Machine laid	<u>158 / \$ 93.00</u> / \$ <u>14,694.00</u>	<u>158 / \$ 93.00</u> / \$ <u>14,694.00</u>	<u>19mm 53 / \$ 93.00</u> / \$ <u>4,864.00</u>
<u>9.5 mm HMA</u> Hand placed	<u>8 / \$ 165.00</u> / \$ <u>1,320.00</u>	<u>5 / \$ 165.00</u> / \$ <u>825.00</u>	_____ / \$ _____ _____ / \$ _____
<u>12.5mm HMA</u>	N/A	N/A	<u>38 / \$ 90.00</u> / \$ <u>3,420.00</u>
	#of gallons/price per gal/ total	#of gallons/price per gal/ total	#of gallons/price per gal/ total
<u>RS-1 Tack</u> <u>.025 Gal/SY</u>	<u>90 / \$ 8.50</u> / \$ <u>765.00</u>	<u>90 / \$ 8.50</u> / \$ <u>765.00</u>	<u>10 / \$ 8.50</u> / \$ <u>85.00</u>
All other Costs such as manhole related work			Pave Removal - \$2,470.00 Grade & Prep - \$500.00 6 inel as needed @ \$45.00/yard
Total cost per location	\$ 21,708.00	\$ 21,213.50	\$ 11,139.00

Optional: Total Cost if Contractor awarded bid for all six locations \$117,111.50

March 11, 2019
W-P Project No. 13116E

Mr. Matt Lutkus
Town Manager
Town of Damariscotta
21 School Street.
Damariscotta, Maine 04543

Final
~~DRAFT~~
MS
3/11/19

Subject: Waterfront Restroom Final Design, Permitting and Bid Administration Services
Task Order No. 6 – Amendment No. 2

Dear Mr. Lutkus:

We appreciate this opportunity to submit this proposal for additional professional services to the Town of Damariscotta related to final design of a new public restroom facility within the Town's downtown parking lot property adjacent to the Damariscotta River, at a new site (former Barber Shop).

PROJECT BACKGROUND AND UNDERSTANDING:

The Town intends to construct a new public restroom building adjacent to the Town's public parking lot property within the downtown and adjacent to the Damariscotta River. The initial preliminary design plans were for a new public restroom located on town-owned property within the parking lot and adjacent to Taco Alley. An amendment to the initial design addressed relocation of the project to a new site abutting the Town's parking lot and consideration of building program changes as referenced in Amendment No. 1.

After the Town received bids, Medomak Construction was selected as the bidder to move forward with contract negotiations to the construct the project. The Town, Contractor and Design Team met to review the project budget and discuss proposed design changes including:

- Lowering the finish floor elevation from 11-feet, 10-inches to 11-feet with flood proofing held to 13-feet, and corresponding adjustments to building approach ramps and stairs.
- Change hip roof to gable roof with clapboard siding on the gable ends above the first floor;
- Change in design from a winterized building to one for year round use; and
- Expansion of the foundation under the walkway area to accommodate a future roof extension covering the walkway.



Scope of Services

We propose the following additional Scope of Services for this project:

Re-Design

1. Revision of architectural, structural, electrical and mechanical plans and specifications per the Amendment No. 2 project proposed changes as described above.

Conformed Set for Construction

1. The updated plans and specifications will be amended into the construction documents for use in an agreement between the Town and Medomak Construction, and for construction of the project.

COMPENSATION AND SCHEDULE

Wright-Pierce will complete the above *Proposed Scope of Services* for on a time and expense basis, not-to-exceed the sum of:

\$7,000 for Architectural, Structural Electrical and Mechanical Re-Design

Original Agreement is \$60,100.

Our Agreement with Amendment No. 1 is \$70,600

New agreement total with Amendment No. 2 services = \$77,600

We anticipate completing the re-design and conformed construction set within one month of authorization to proceed.

ADDITIONAL SERVICES

Any additional services performed upon the Town's request and authorization will be compensated on a time and expense basis.

AGREEMENT

This Letter Agreement amends our prior agreement dated November 15, 2017 and amendment No. 1 Dated April 4, 2018. If this letter satisfactorily sets forth your understanding of the arrangement between us, please sign a copy of this letter in the space below and return it to us.

Waterfront Restroom – Contract Amendment 2
March 11, 2019



We appreciate the opportunity to be of service to the Town of Damariscotta and look forward to working with you. Please contact us at 725-8721 in the event you have any questions.

Very truly yours,

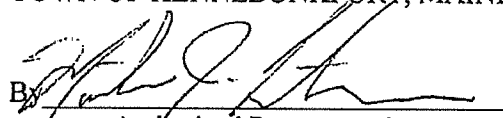
WRIGHT-PIERCE

Travis J. Pryor, RLA
Project Manager

Accepted this 11th day of March, 2019

TOWN OF KENNEBUNKPORT, MAINE:

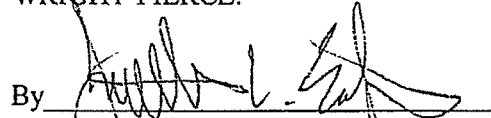
By


Authorized Representative

Title Town Manager

WRIGHT-PIERCE:

By


Jonathan C. Edgerton, PE

Title Senior Vice President

COST CATEGORY	PROJECTED COST
Masonry	64,960.00
Toilet Partitions	5,457.00
Accessories	4,175.00
Fire Protection	400.00
Trusses	3,720.18
Hancock Materials	28,712.20
Hammond Materials	5,630.26
Roofing Materials	1,508.69
Windows (Marvin Infinity As drawn)	4,671.42
Decking Materials (TREX TRANSCEND)	6,800.00
Insulation Materials	1,082.84
Framing/Construction Labor	44,800.00
Electrical	11,350.00
Mechanical	3,250.00
Plumbing	5,500.00
Clean Up Labor/Disposal	5,000.00
Final Clean	2,500.00
Excavation (PAVING REMOVED)	34,055.00
Landscaping	To Be Done By Town
Exterior Signage	3,500.00
Painting/Finishes (Interior/Exterior)	12,000.00
Public Safety	1,500.00
Dust Control	150.00
Traffic Control	1,500.00
Timber Piles (\$2000 Porch Pile Increase)	10,000.00
Dewatering	3,500.00
PVC Piping	3,250.00
Buried Utility	5,000.00
Permits	To Be Waived
Bonds/Insurance	3,500.00
Foundation	82,000.00
SubTotal	359,472.59

Breakdown shown Above (includes porch roof foundation, Trex Transcend Decking, Cedar Shingle Gable above Top plate w/ PVC watertable, overhung concrete removed + reframed in PT. DOES NOT INCLUDE PORCH ROOF FRAMING OR FINISHING, Waterbottle fill station, EV charging stations or information kiosks : \$359,472.59

Shorter Build Schedule

General Conditions@ 2% : 7,189.45

Profit + Overhead@ 2% : 7,189.45

Total Cost : \$ 373,851.49

Cost Savings Spec'd in current price

Trex Transcend Composite Decking (BEST COMPOSITE ALTERNATIVE)

Cedar Shingle Gable ends above Top plate w/ Klear PVC watertable. (\$10,000 less than brick veneer up gable end.)

In order to keep cost as low as possible to get porch roof in the initial construction the above cost saving measures are needed. Ultimately this decision is up to the town on how they want to proceed.

Breakdown of options listed below for plug and play methods.

Cedar Shingle Gable ends w/ PVC watertable: \$7500.00

OR

Brick veneer continued up gable ends as drawn: \$16,240.00

Porch Roof Materials: \$9,000.00

Porch added roofing Materials: \$1,000.00

Porch Roof Labor + Finishing: \$10,000

Medomak Construction highly suggests running conduit during construction for future EV charging stations, as doing it in retrofit will cost the town more money.

Not INCLUDED in the revised pricing;

ED HONDSOON COST SAVINGS

\$2193.00 Total approved Masonry cost savings

Modular Brick + Standard mortar color

Medomak Construction Inc. 207-231-1163

February 15, 2019

Hugh Priebe, Road Commissioner
Town of Damariscotta
21 School Street
Damariscotta, Maine 04543
Via email: firesidebrew@roadrunner.com

Project 2019-018

**RE: Proposal for Survey, Engineering, & Permitting Services
Miles Street Road Improvement**

Dear Hugh:

We appreciate the opportunity to provide this proposal for surveying, engineering, and permitting services related to the Miles Street road improvement project. Based on our conversation and site meeting, we have prepared a proposal for our services that outlines the steps we believe are necessary to ensure your road improvement project is accurately designed, permitted and constructed.

PROJECT UNDERSTANDING

We understand that you would like resurface approximately 800' of Miles Street between Bristol Road (Route 129) and the hospital. We also understand you would like to construct a sidewalk along the southerly side of Miles Street from Bristol Road to that parking area opposite the main entrance to the hospital and repair/rebuild the retaining wall along the northerly side of Miles Street.

PROPOSED WORK SCOPE

A. Survey: \$2,800.00

1. We will prepare an existing conditions topographic site plan of the project area (approximately 800' of Miles Street from Bristol Road towards the hospital). The site plan is to include at least the following information:
 - i. Approximate location of the northerly bound of Miles Street along the Orenstein parcel and Great Salt Bay Sanitary District pump station parcel
 - ii. Existing paved traveled way for Miles Street
 - iii. Existing utility poles or other utilities within the project area
 - iv. Culverts running under Miles Street
 - v. Existing 1' elevation contour lines within the project area
 - vi. Highest annual tide (HAT) line for Days Cove along the northerly side of Miles Street and limits of the pond on the southerly side of Miles Street
 - vii. Tannery brook along the southerly side of Miles Street
2. We will set a TBM within the project area

B. Civil Engineering: \$10,500.00 – \$13,500.00

1. We will design the improvements to comply with the Town Ordinances and MaineDOT standards.

2. We will first prepare a schematic design of the proposed improvements to review during a meeting with the Town. Following our meeting we will refine the plan in preparation of construction.
3. The plan set we prepare will be sufficient for permitting and construction. The plan set will include the following:
 - i. Finish Grading;
 - ii. Stormwater Management;
 - iii. Erosion Control Measures;
 - iv. Side Slope Stabilization;
 - v. Typical Details.
4. We will prepare multiple cross sections for the proposed roadway reconstruction and stabilization in order to best address the conditions observed on site.
5. We will prepare a plan set that includes the Base Map, Site Plan, Plan and Profile sheet and Typical Detail Sheet(s) that will be suitable for the reconstruction, drainage improvements, sidewalk construction and shoreline stabilization.

C. Permitting: \$3,500.00 - \$5,000.00

We anticipate permits will be required from both Army Corps of Engineers and the Department of Environmental Protection for activity within 25' of the ocean and 75' of the stream along Miles Street and for the shoreline stabilization.

1. Maine DEP Natural Resources Protection Act:
 - i. We will prepare a full NRPA application for the DEP, for the activity within 75' of the protected resources and for the shoreline stabilization. This includes public notification and other requirements of the application process.
2. We will prepare and submit the application for a permit from the U.S. Army Corps of Engineers.

D. Bid Administration: \$3,000.00 - \$3,500.00

1. We will prepare plans, specifications, and a project manual that will be suitable for soliciting bids from multiple contractors.
2. We will prepare and provide a request for bid notice to the Town for them to place in the local newspaper, upon request.
3. We will submit a request for bid to multiple contractors preapproved by the Town.
4. We will attend bid opening, review bids and provide the Town with our recommendations.
5. Construction oversight is not included. Oversight will be provided at our standard hourly rates, see attached fee schedule.

PROPOSED FEE

The estimated cost to complete the services described above is **\$19,800.00 – \$24,800.00** (plus reimbursable expenses such as mileage, application fees and printing expenses). Any requested out-of-scope services will be provided at our standard hourly rates and will be in addition to any services provided under this contract. Refer to the enclosed fee schedule for additional information.

APPROVAL

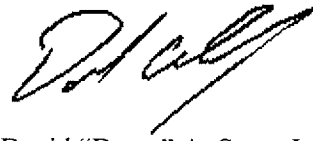
Services not described herein are not part of this proposal. If you wish to have the services completed as outlined above, please sign your approval below and return a copy of this proposal to Gartley & Dorsky.

Thank you for contacting us to provide a proposal for this work. If you have any questions, please feel free to contact us at (207) 236-4365.

Sincerely,
Gartley & Dorsky, Engineering & Surveying Inc.



Andrew D. Hedrich, P.E.
Senior Engineer



David "Dusty" A. Starr, Jr.
Project Manager & PLS

By signing below, you are hereby agreeing to the terms and conditions of this proposal. Please keep a copy for your records as well.

ACCEPTED BY: _____ **Date** _____

Gartley & Dorsky

ENGINEERING SURVEYING

February 15, 2019

Hugh Priebe – Road Commissioner
Town of Damariscotta
21 School Street
Damariscotta, ME 04543

Project #: 19-018

**RE: Town of Damariscotta – Miles Street Improvements
Estimated Construction Costs**

Dear Hugh,

The intent of this letter is to provide the Town of Damariscotta with an estimate of the probable cost to resurface $\pm 800'$ of roadway and construct $\pm 800'$ of sidewalk on Miles Street in Damariscotta. In addition, we understand that the Town wishes to reconstruct the existing retaining wall adjacent to Miles Street and install a new drainage structure below the roadway. This estimate for the proposed improvements accommodates for $\pm 800'$ of new sidewalk, a 230' x 6' (length x height) riprap wall, and reconstructing the top 12" of the road.

Estimate of Probable Cost (Asphalt Curb Option)-

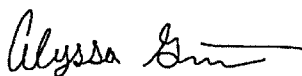
Site Preparation, Traffic Control & Excavation	\$ 30,000.00
Site Work (Aggregate, Grading & Geotextile Fabric)	\$ 54,000.00
Sidewalk Curb (Asphalt)	\$ 9,000.00
Asphalt (Road Resurface and Sidewalk)	\$ 56,000.00
Loam, Seed & Erosion Control	\$ 12,000.00
<u>Retaining Wall, Guardrail & Drainage</u>	<u>\$ 78,000.00</u>
	\$239,000.00
Mobilization ($\pm 5\%$)	\$ 12,000.00
<u>Contingency ($\pm 20\%$)</u>	<u>\$ 48,000.00</u>
Total Construction Cost	\$299,000.00

Estimate of Probable Cost (Granite Curb Option)-

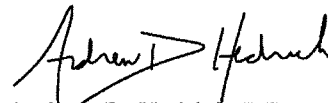
Additional Cost to Substitute Asphalt Curbing for Granite	\$ 45,000.00
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The total estimate cost for this phase of the project is \$299,000.00 with asphalt curb and \$344,000.00 with granite curb. We have included a $\pm 20\%$ contingency to accommodate for unknown issues. This estimate is for planning purposes only. This probable construction cost letter is based on our best judgement as experienced and qualified professionals familiar with the construction industry. However, because we cannot control the cost of the labor, material, equipment or services furnished, we cannot guarantee the actual construction cost will not vary from our estimate. We will be able to refine this cost estimate once designs have been completed. Do not hesitate to contact us with any questions you may have.

Sincerely,
Gartley & Dorsky Engineering & Surveying Inc.



Alyssa D. Gartley, E.I.
Design Engineer



Andrew D. Hedrich, P.E.
Senior Engineer

FEE SCHEDULE 1/01/2019

<u>CATEGORY</u>	<u>HOURLY RATE</u>
Principal	\$110.00 - \$150.00
Senior Engineer	\$110.00 - \$130.00
Project Engineer	\$80.00 - \$110.00
Design Engineer, E.I.T.	\$65.00 - \$75.00
Engineer Technician	\$85.00 - \$100.00
CAD Technician	\$65.00 - \$75.00
Professional Surveyor/Project Surveyor	\$70.00 - \$100.00
Survey Technician	\$35.00 - \$70.00
Soils/Wetlands Scientist	\$65.00 - \$85.00
Office Manager	\$65.00 - \$70.00
<u>EQUIPMENT USED</u>	<u>CHARGE</u>
Leica Robotic Total Station	\$50 per hour
RTK GPS System	\$50 per hour
Trimble GEO XT	\$20 per hour
Hydrographic Equipment (Echo Sounder/GPS/Laptop)	\$200 per day
Survey Boat w/ Motor	\$200 per day
Distance Meter (Disto)	\$10 per hour
Vehicles	\$0.55 per mile
<u>MISCELLANEOUS – Materials Only</u>	<u>CHARGE</u>
Application Books: Small	\$5.00 each
Medium	\$10.00 each
Large	\$15.00 each
Monuments (5/8" rebar with plastic cap)	\$5.00 each
Mylar	\$15.00 each
Prints: 8.5" x 11"	\$1.00 each
11" x 17"	\$2.00 each
18" x 24"	\$2.50 each
24" x 36"	\$3.00 each
Stakes, Hubs, Risers	\$1.50 each

Gartley & Dorsky Engineering & Surveying, Inc. reserves the right to assign personnel and equipment to the particular project, and to record billable time; which includes time from the office to the project and return.

REIMBURSABLE EXPENSES include mileage for vehicles, and other costs of transportation, shipping, mailing, rental of equipment, copying of plans, deeds, and other documents, use of outside consultants, miscellaneous supplies and materials, etc. Any overnight personnel requirement will require lodging and meals to be reimbursed.

Town of Damariscotta Request for Proposals

RFP#2019-2

INVITATION TO BID ON TOWN PHOTOVOLTAIC (PV) ARRAY

Proposals shall be clearly labeled "PV Array" and submitted to:
Town Manager, Town of Damariscotta, 21 School Street, Damariscotta, ME 04543.

Bid Opening: 1:30 PM, April 18, 2019

PV Array for Town of Damariscotta, Maine

The Town of Damariscotta, Maine is seeking qualified respondents to submit proposals for the installation of a photovoltaic (PV) array to offset utility electric load on Town-owned meters with a combined average monthly load of 7900 kWh across 7 meters. An 8th meter with an additional as yet determined load will be added in early summer 2019 with the construction of a downtown restroom. Respondent shall remit a proposal for installation, set-up, and owner orientation of an appropriate size (PV) array on Town-owned land, the capped former town land fill site. The installation shall be ground mounted in such a way that it does not violate the integrity of the landfill's sealed cap. The Town will provide labor/equipment for any site work, earthwork or clearing necessary for optimum installation on the parcel. The subject parcel is located on Standpipe Road, near Biscay Road. Proper installation of the PV array on the site shall be the responsibility of the respondent. Prospective respondents should feel free to visit the site, located on west side of Standpipe Road just north of Biscay Road, at the respondent's convenience.

Qualifications of Respondent:

Respondent must be a Maine-based solar vendor company, licensed in the State of Maine with at least 2 years of successful operation in Maine, installing residential and/or commercial solar PV arrays. Ground mounted installation experience is preferred.

Proposal shall include, along with the installation contract, a finance commitment that provides the Town of Damariscotta with a Zero Capital Cost transaction – a so-called Third Party Power Purchase Agreement (PPA) solar project. The Town of Damariscotta is willing to provide sufficient evidence to respondent pertaining to any credit underwriting or financial inquiry as may be necessary to verify the Town's credit capacity. Photocopies of subject-meter monthly utility bills will be made available upon request.

Each proposal must include names and descriptions of likely partners (if any) for financing of the array. Respondent must include all hard and soft costs in the PPA price proposal.

PV Project:

The site is a capped former landfill site. The project shall consist of racks appropriately mounted on the ground of subject parcel, in such a way that the seal of the capped landfill is not violated. The PV modules and necessary inverters and controls are to be linked to a Net Billing Agreement from the Town's Electric Utility vendor, CMP. Production from the PV array shall connect to CMP's distribution line adjacent to the site and offset the loads on 8 Town meters to maximize net metering credits. The final size and DC capacity of the PV array shall be determined by the respondent in consultation with Town of Damariscotta. A preliminary estimate of the array size can be based on an average monthly load of 7900 kWhAC across all Town meters.

The PPA finance structure shall include the following conditions:

Respondent solar vendor shall install the PV array, according to final specifications, design and permitting. Respondent shall obtain a utility Interconnection Agreement from CMP.

Respondent solar vendor creates (or causes the creation of) an LLC ownership structure that will own, maintain and be responsible for the PV installation for a period of at least 6 years from Date Placed in Service. Respondent is to have a membership management role within the proposed LLC (no broker proxies or substitute members). A tax equity investor may be a related entity of Respondent.

The Town of Damariscotta agrees to purchase all power produced from the PV Array for a minimum period of six (6) years from Date Placed in Service.

Proposal shall illustrate hypothetical buy-out cost options for the Town after the initial 6-year period has expired. Such an illustration (not a sale price commitment) shall show the potential cost to buy the array in year 7, year 10 or year 15.

The PPA finance structure shall offer Town of Damariscotta the following power purchase options:

- A) Discount rate, versus the Town's current rate of \$0.1462/kWh of which \$0.070100/kWh is power supply (Consolidated), setting the beginning PPA purchase price at 90% of the current rate paid by the Town.
- B) Match the current rate paid by the Town;
- C) Premium rate (over current rate paid) that sets the beginning PPA purchase price at 110% of the current rate.

For each of the above, show the impact on the buy-out cost after six years. It is assumed that higher purchase prices will facilitate accelerated capital cost recovery for Respondent and thus lower the illustrated buy-out price for the Town of Damariscotta in year 7 of the PPA term. For

each of the above cases, there would be no more than a 2% per year increase in the per kWh rate.

The Town's current rates are: Supply (Consolidated) \$0.070100/kWh; Delivery (CMP) - \$0.0761/kWh.

Format

Proposal shall be delivered to the Damariscotta Town office in 3 paper copies, with an electronic PDF version sent via email. Proposal shall provide background on company experience, brief description of proposed solar equipment (size, brand, capacity of solar modules; size and brand of inverter, method of ground mount installation) and one line drawing of array installation on site plan. Essential terms of a proposed PPA contract (installed cost, term, power purchase pricing schedule, escalators if applicable) shall be illustrated in narrative. The full PPA contract shall be reviewed after vendor selection and is not to be included in proposal.

The Damariscotta Board of Selectmen reserves the right to reject any or all of the Proposals if it determines, at its sole discretion, that the proposals are not in the best interest of the Town.

Any questions on this request for proposals should be emailed to the Town Manager at mlutkus@damariscottame.com no later than five business days prior to bid opening. The Town Manager will provide via email the question and the Town's response to all firms who received this RFP as well as others who have shown an interest in this project.

Attachment: Spreadsheet Showing Last Twelve Months of Electric Energy Usage

Town of Damariscotta Energy Consumed March 2018 - February 2019

Municipal building

Warrant	Date	kWh	\$	oil, gal.	oil, \$	ppane, gal	ppane,\$
44	3/7/2018					1000.4	1501.05
46	3/21/2018	4440	501.9				
49	4/4/2018					769.7	1154.55
56	5/16/2018					558.4	837.6
61	6/27/2018	4160	576.48				
2	7/11/2018	4400	635.88				
6	8/1/2018						
8	8/15/2018	6680	823.51				
10	9/6/2018						
14	9/19/2018	7080	847.46				
16	10/4/2018						
19	10/17/2018	4320	601.24				
24	11/7/2018	3760	523.02			194.4	323.25
27	11/28/2018						
30	12/5/2018						
34	12/19/2018	4840	533.69			539.1	911.08
38	1/16/2019	4800	336.48			1316.2	2224.38
42	2/6/2019						
44	2/20/2019	5080	538.59				
Totals		49560	5918.25	0	0	4378.2	6951.91
		49560	5918.25	0	0	4378.2	6951.91

Fire Department

Warrant	Date	kWh	\$	oil, gal.	oil, \$	ppane, gal	ppane,\$
44	3/7/2018	1252	177.78	414.6	953.17		
49	4/4/2018	908	133.15	476.9	1096.4		
56	5/16/2018			365.8	840.97		
59	6/6/2018			48.1	110.58		
63	7/18/2018	873	128.62				
2	7/11/2018						
6	8/1/2018						
8	8/15/2018	138	122.53	43.5	100.01		
10	9/6/2018	706	106.29				
14	9/19/2018						
16	10/4/2018						
19	10/17/2018	840	123.56				
24	11/7/2018			229.8	687.65		
27	11/28/2018	870	127.05				
30	12/5/2018						
34	12/19/2018	1125	161.54	421.8	1222.8	17.3	29.24
38	1/16/2019	493	147.67	690.3	1993.43		
42	2/6/2019	883	129.11	628.5	1815.35		
44	2/20/2019						
Totals		8088	1357.3	3319.3	8820.36	17.3	29.24

8088 1357.3 3319.3 8820.36 17.3 29.24

Biscay traffic light

Warrant	Date	kWh	\$	oil, gal.	oil, \$	ppane, gal	ppane,\$
46	3/21/2018	168	37.17				
49	4/4/2018	170	37.43				
56	5/16/2018	156	35.62				
61	6/27/2018	161	36.27				
2	7/11/2018	133	32.63				
6	8/1/2018						
8	5/15/2018	158	35.64				
10	9/6/2018						
14	9/19/2018	163	36.28				
16	10/4/2018						
19	10/17/2018	251	49.91				
24	11/7/2018	141	33.44				
27	11/28/2018						
30	12/5/2018						
34	12/19/2018	192	40.02				
38	1/16/2019	175	37.83				
42	2/6/2019						
44	2/20/2019	168	32.92				
Totals		2036	445.16	0	0	0	0
		2036	445.16	0	0	0	0

Bristol Rd. traffic light

Warrant	Date	kWh	\$	oil, gal.	oil, \$	ppane, gal	ppane,\$
44	3/7/2018	124	31.46				
49	4/4/2018	123	31.33				
56	5/16/2018	137	33.15				
59	6/6/2018	142	33.79				
2	7/11/2018	160	36.47				
6	8/1/2018						
8	8/15/2018	148	34.87				
10	9/6/2018	142	33.56				
14	9/19/2018	163	36.28				
16	10/4/2018	131	32.15				
19	10/17/2018	172	37.44				
24	11/7/2018	171	37.31				
27	11/28/2018						
30	12/5/2018						
34	12/19/2018	133	32.4				
38	1/16/2019	121	30.86				
38	1/16/2019	802	118.66				
42	2/6/2019						
44	2/20/2019	117	30.34				

Totals	2786	590.07	0	0	0	0
	2786	590.07	0	0	0	0

Fire deopartment sign

Warrant	Date	kWh	\$	oil, gal.	oil, \$	ppane, gal	ppane,\$	0
44	3/7/2018	233	47.73					
49	4/4/2018	201	43.28					
56	5/16/2018	222	46.19					
59	6/6/2018	214	45.09					
63	7/18/2018	255	50.78					
2	7/11/2018							
6	8/1/2018							
8	8/15/2018	195	47.6					
10	9/6/2018	224	46.18					
14	9/19/2018							
16	10/4/2018							
19	10/17/2018							
24	11/7/2018							
27	11/2/2018	306	44.66					
30	12/5/2018							
34	12/19/2018							
38	1/16/2019	203	43.28					
42	2/6/2019	201	44.81					
44	2/20/2018							
Totals		2254	459.6	0	0	0	0	
		2254	459.6	0	0	0	0	

Heather Rd. facility

Warrant	Date	kWh	\$	oil, gal.	oil, \$	ppane, gal	ppane,\$
44	3/7/2018	938	137.17			84	126
49	4/4/2018	924	135.23			41.6	62.4
54	5/2/2018	650	99.7				
56	5/16/2018					67.8	101.7
59	6/6/2018	227	44.82				
2	7/11/2018						
6	8/1/2018	171	37.35				
8	8/15/2018						
10	9/6/2018	199	40.92				
14	9/19/2018						
16	10/4/2018	184	38.99				
19	10/17/2018						
24	11/7/2018	442	72.24				
27	11/28/2018						
30	12/5/2018	898	127.05				
34	12/19/2018					29.3	49.52
38	1/16/2019					62	104.78

42	2/6/2019	966	259.7			71.6	121
44	2/20/2019						
Totals		5599	993.17	0	0	356.3	565.4
		5599	993.17	0	0	356.3	565.4

Street lights

Warrant	Date	kWh	\$	oil, gal.	oil, \$	ppane, gal	ppane,\$
44	3/7/2018	2152	1534.99				
49	4/4/2018	2019	1440.17				
54	5/2/2018	1995	1422.99				
59	6/6/2018	1930	1377.19				
2	7/11/2018	1955	1394.67				
6	8/1/2018	1388	1354.96				
8	8/15/2018						
10	9/6/2018	1328	1387.36				
14	Sep-18						
16	10/4/2018	1873	1423.18				
19	10/17/2018						
24	11/7/2018	2002	1442.03				
27	11/28/2018						
30	12/5/2018	2607	1683.93				
34	12/19/2018						
38	1/16/2019	2367	1495.29				
42	2/6/2019	2478	1571.49				
44	2/20/2019						
Totals		24094	17528.25	0	0	0	0
		24094	17528.25	0	0	0	0

Town of damariscotta energy consumed March 2018-February 2019

Summary

Municipal Account	kWh	\$	oil, gal.	oil, \$	ppane, gal	ppane,\$
Municipal Building	49560	5918.25	0	0	4378.2	6951.91
Fire department	8088	1357.3	3319.3	8820.36	17.3	29.24
Fire dept. signal light	2254	459.6	0	0	0	0
Heather Rd. facility	5599	993.17	0	0	356.3	565.4
Bristol Rd. traffic lt.	2786	590.07	0	0	0	0
Biscay Rd. traffic lt.	2036	445.16	0	0	0	0
<u>Street lights</u>	<u>24094</u>	<u>17528.25</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>
Totals,	94417	27291.8	3319.3	8820.36	4751.8	7546.55
Avg./month	7868	2274.32	276.6	735.03	396.0	628.88



March 14, 2019

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

Dear Mr. Lutkus:

It is a pleasure to inform you that the Directors of the Maine Community Foundation have approved a \$13,173.00 advised grant to the Town of Damariscotta to assess and diversify the Town's shellfish resource. This grant is made from a component fund of the Maine Community Foundation at the recommendation of the Advisory Committee of the Maine Shellfish Restoration and Resilience Fund.

Advised grants are made from funds established by individuals who make recommendations from time to time as to how the income and/or principal is spent. No tax receipt is necessary for these grants; however, acknowledging a donor's support for your organization or project can play a crucial role in future funding. If you know the donor who recommended this grant, please send a thank-you letter directly. If you do not know the donor, please send the letter to us and we will forward it. When including this gift in your publicity materials, annual report or other publication, please be sure to list it as a grant from a component fund of the Maine Community Foundation.

At the Committee's request, please submit a report to us no later than January 1, 2020 assessing the grant's accomplishments. Guidelines for this report are enclosed.

Enclosed is check # 63164 in the amount of \$13,173.00. By accepting, endorsing, or depositing this check, your organization agrees to and accepts the terms outlined below:

- The grantee must be either a Section 501(c)(3) nonprofit or a public organization.
- This grant may only be used for the purpose stated in this letter.
- This grant may not be used for a political campaign or to support attempts to influence legislation of any governmental body other than through making available the results of non-partisan analysis, study and research.
- No portion of the award may be granted to a secondary grantee without the express permission of the Foundation.
- Unexpended balances must be returned if the grantee loses its exemption from federal income taxation as provided for under Section 501(c)(3) of the Internal Revenue Code.
- No tangible benefit, goods, or services are received by any individuals or entities connected with the above-mentioned fund.

Please contact me in our Ellsworth office if you have any questions. We wish you continued success.

Sincerely,


Amy Poljen
Grants Manager

Enclosure

**MAINE COMMUNITY FOUNDATION
PROJECT PROGRESS REPORT**

Directions:

All recipients of MaineCF grants are **required** to complete this progress report form. This form may be completed in two ways: 1) open it in Microsoft Word and click on the shaded areas to type in your answers (preferred) or 2) simply print it and type or write in your answers.

In either case, please limit your answers to a total of 2 pages and use a font size of at least 11 points.

GRANTEE ORGANIZATION: _____
PROJECT TITLE: _____
PROJECT COORDINATOR: _____
PHONE: _____ E-MAIL: _____
GRANT DATE: _____ REPORT DATE: _____ GRANT AMOUNT: _____

1. At this time, the proposed project is (check one):

Complete In progress. Estimated completion (mm/yr): _____ Not yet begun

If the project has not been started yet, please explain why and give an estimate of the start and completion dates.

Estimate how many people have participated in or have been served by this project.

a. Is this level of participation (check one)

Fewer than expected About what was expected More than expected

b. Briefly explain what factors may have impacted the level of participation (positively or negatively)

2. Describe one of the most important project results or outcomes that you identified in your original grant application.

a. Check the number that best reflects the progress made toward this result.

<input type="checkbox"/> 1	<input type="checkbox"/> 2	<input type="checkbox"/> 3	<input type="checkbox"/> 4	<input type="checkbox"/> 5
Very little or no progress	Some progress	Significant progress	Result Achieved	Exceeded expected result

b. Briefly explain your answer.

c. Please describe any factors (positive or negative) that impacted your progress toward this result?

3. Please briefly describe how your project impacted the community served? If your grant was for capacity building, explain how your organization was impacted by the project. For example, what is better in your community or organization as a result of you doing this project?

4. Please share one success story related to your project.

5. If you could do this project again, what would be different?

6. Please describe briefly and in general terms the challenges and the benefits you have experienced as a result of trying to use a partnership or collaboration to plan, implement, or evaluate this project.

7. Please briefly describe how you used the grant funding you received for this project from MaineCF. Be sure to include whether you spent all of the grant funds awarded or if there are remaining funds.

8. Please provide feedback about your experience with Maine Community Foundation. (Check the appropriate box)

	Disagree strongly	Disagree	Agree	Agree strongly	
a. The effort to apply and report for this grant was worth the support received	<input type="checkbox"/> 1	<input type="checkbox"/> 2	<input type="checkbox"/> 3	<input type="checkbox"/> 4	
b. The MaineCF staff was accessible.	<input type="checkbox"/> 1	<input type="checkbox"/> 2	<input type="checkbox"/> 3	<input type="checkbox"/> 4	<input type="checkbox"/> N/A
c. The MaineCF staff was helpful.	<input type="checkbox"/> 1	<input type="checkbox"/> 2	<input type="checkbox"/> 3	<input type="checkbox"/> 4	<input type="checkbox"/> N/A

Optional:

Please use this space to share any other suggestions, ideas or feedback that you have for the Maine Community Foundation.

Thank you!

Please e-mail this form to grants@mainecf.org or mail to:
 Maine Community Foundation
 50 Monument Square, 6th Floor
 Portland, ME 04101



STATE OF MAINE
DEPARTMENT OF ENVIRONMENTAL PROTECTION



JANET T. MILLS
GOVERNOR

GERALD D. REID
COMMISSIONER

March 14, 2019

Town of Damariscotta
21 School Street
Damariscotta, ME 04543

RE: Maine Pumpout Grant Program award.

Dear Town of Damariscotta:

Enclosed is a copy of your approved pumpout grant agreement. Please note the grant encumbrance date and end dates of the grant. In order for the State to make payment of expenses as part of this grant, the expenses must occur within the grant period. In order to get reimbursed, please submit an invoice from your organization to the Department that specifies the total cost incurred, but then deduct your match amount of 10-25%. The total amount due should reflect the net balance. Please provide copies of subcontractor invoices, supply invoices or any other documenting material pertinent to the invoice. So, in order to receive timely reimbursement of your expenses:

- Create an invoice of your expenses from your organization to the DEP.
- Ensure that each of your invoices to the DEP has a separate invoice number.
- Ensure the invoice is dated within the grant period.
- Document the match on the invoice.
- Provide copies of supporting materials with the invoice.
- Send the invoice to me at DEP, 17 SHS, Augusta, ME 04333-0017

I have attached reimbursement guidance and a sample invoice to assist you.

It is very helpful if you keep track of the remaining balance on your grant in the event that your expenses are higher than you expected and we need to amend the grant for a higher dollar amount. It is very difficult to amend the grant last minute. This will ensure that you are not left with unpaid bills at the end of the grant. Remember, your grant has been structured to accommodate operations and maintenance costs. Please be sure to keep a pumpout log if possible, it really helps us support the program.

If you have any questions please do not hesitate to call me at 485-3038.

Sincerely,

Pamela Parker
Boat Pumpout Grant Program
Bureau of Land and Water Quality

AUGUSTA
17 STATE HOUSE STATION
AUGUSTA, MAINE 04333-0017
(207) 287-7688 FAX: (207) 287-7826
RAY BLDG., HOSPITAL ST.

BANGOR
106 HOGAN ROAD, SUITE 6
BANGOR, MAINE 04401
(207) 941-4570 FAX: (207) 941-4584

PORTLAND
312 CANCO ROAD
PORTLAND, MAINE 04103
(207) 822-6300 FAX: (207) 822-6303

PRESQUE ISLE
1235 CENTRAL DRIVE, SKYWAY PARK
PRESQUE ISLE, MAINE 04769-2094
(207) 764-0477 FAX: (207) 760-3143



Instructions For Payment Submitting Reimbursement Invoices



Once you have received the approved grant, you do not get a check for the entire amount immediately.

In order to receive reimbursement from the pumpout grant program, you must submit invoices for expenses to the MEDEP as they occur.

Invoices must:

1. Be dated. The date of the invoice must be within the effective period of the grant, look on page 1 of the approved grant paperwork for the effective time period.
2. Have your business name, address, and phone, as it appears on the approved grant paperwork, clearly identified.
3. Have your state Vendor Number listed. Your vendor number is listed on the first page of your approved grant paperwork.
4. Be numbered, please do not submit invoices to the MEDEP with identical invoice numbers.
5. Clearly identify the source of the cost, i. e. pumpout equipment, labor, disposal and the total cost for the line item.
6. Clearly show a line item for the cost sharing match, a credit of either 10% or 25%.
7. Clearly indicate the amount due.
8. Identify a contact person if there are questions about the bill.

Back up material with the invoice should include subcontractor or parts invoices, and copies of pumpout logs if requesting operations and maintenance costs.

Please see the invoice on reverse as an example.

Invoices received by the MEDEP without this information may be returned, or payment delayed.

If you have any questions, please call the grant administrator at 207-287-7905 or e-mail at pamela.d.parker@maine.gov

INVOICE

INVOICE # 1234
DATE: March 14,
2019

Maine's Amazing Marina
123 Shore Road
Coastal Village, ME 00000
207-123-3456
VC0000012345

Bill To:
Pamela Parker
Maine DEP, Pumpout Grant Program
17 SHS
Augusta, ME 04333-0017
207-287-7905

Comments or special instructions:

QUANTITY	DESCRIPTION	UNIT PRICE	AMOUNT
1	Pumpout Station Installation		
1	Great Pump	10,000	10,000
10	Cheap Labor	500	500
1	Extra Parts	300	300
SUBTOTAL			10,800
SALES TAX			N/A
MATCH			-2,700
TOTAL DUE			8,100

Make all checks payable to **Maine's Amazing Marina**
If you have any questions concerning this invoice, contact **Joe @ Maine's Amazing Marina** at 207-123-3456

Advantage No: _____

STATE OF MAINE
DEPARTMENT OF ENVIRONMENTAL PROTECTION
Agreement to Purchase Services

THIS AGREEMENT, made this 4th day of March, 2019, is by and between the State of Maine, Department of Environmental Protection, hereinafter called "Department," and Town of Damariscotta located at 21 School Street, Damariscotta, ME, 04543 telephone # 563-3398, hereinafter called "Provider", for the period of March 4, 2019 to December 31, 2020.

The AdvantageME Vendor/Customer Number of the Provider is VC1000019786.
The Data Universal Numbering System (DUNS) Number is 141943543.

WITNESSETH, that for and in consideration of the payments and agreements hereinafter mentioned, to be made and performed by the Department, the Provider hereby agrees with the Department to furnish all qualified personnel, facilities, materials and services and in consultation with the Department, to perform the services, study or projects described in Rider A, and under the terms of this Agreement. The following riders are hereby incorporated into this Agreement and made part of it by reference:

- Rider A - Specifications of Work to be Performed
- Rider B - Payment and Other Provisions
- Rider C - Exceptions to Rider B
- Rider D - Debarment for Federal Funds
- Rider E - Federal Grant Terms & Conditions
- Rider F - Lobbying Certificate if over \$100,000
- Rider G - Identification of Country in Which Contracted Work will be Performed

IN WITNESS WHEREOF, the Department and the Provider, by their representatives duly authorized, have executed this agreement in one original copy.

Provider: Town of Damariscotta

By: 

Name and Title, Provider Representative

Matthew J. Lusko, Town Manager

Date: 3/5/2019

and

Department of Environmental Protection

By: 

for Gerald D. Reid, DEP Commissioner

Date: 3/6/19

Total Agreement Amount: \$5000.00

The approval and encumbrance of this Agreement by the Chair of the State Procurement Review Committee and the State Controller is evidenced only by a stamp affixed to this page or by an Approval Cover Page from the Division of Purchases.

Encumbrance # **06A 20190306*2527**
 Department of Environmental Protection
 Vendor Name **Town of Damariscotta**

AdvantageME ACCOUNT CODING

FY19 (July 1, 2018 – June 30, 2019)

VC NUMBER	TOTAL	FUND	DEPT	UNIT	SUB UNIT	OBJ	ACTIV	SUB ACTIV	PROGRAM
VC1000019786	\$2500	013	06A	1368	23	6331			0010616
VC	\$		06A						

FY20 (July 1, 2019 – June 30, 2020)

VC NUMBER	TOTAL	FUND	DEPT	UNIT	SUB UNIT	OBJ	ACTIV	SUB ACTIV	PROGRAM
VC1000019786	\$2500	013	06A	1368	23	6331			0010616
VC	\$		06A						

D.E.P. must comply with 2 CFR 200.331 part f : https://www.ecfr.gov/cgi-bin/retrieveECFR?n=se2.1.200_1331
 Requirements for Pass-through Entities, where a non-Federal entity must verify that every subrecipient is audited when it is expected that the subrecipient's Federal awards expended during the respective fiscal year equaled or exceeded the threshold set forth in §200.501 Audit Requirements : https://www.ecfr.gov/cgi-bin/text-idx?node=se2.1.200_1501&rgn=div8

The sources of funds and compliance requirements for this Agreement are as follows:

\$5000.00 from the U.S. Fish and Wildlife Service 2018 Maine Pumpout Program Grant (PGP), Award # F18AP00010, Catalog of Federal Domestic Assistance (CFDA) 15.606. Use of funds shall be in accordance with restrictions contained in the appropriate CFDA; with applicable provisions of the Code of Federal Regulation, 2CFR Part 200, Uniform Administrative Requirements, Cost principles, and Audit Requirements for Federal Awards.

RIDER A
SPECIFICATIONS OF WORK TO BE PERFORMED

Boat Pumpout Grant Program

By accepting grant funds from the State of Maine, Department of Environmental Protection (MEDEP) through the Pumpout Grant Program (PGP), the pumpout Provider agrees to the following requirements.

1. The Provider will use the grant funds for the purpose stated in the grant application. If the Provider significantly changes the scope/type of the system so that the overall cost is changed, the Provider must notify the MEDEP of the changes. If the overall cost is less than that stated in the application, the Provider must return the balance to MEDEP.
2. The Provider will maintain the pumpout system in good working order. If the system malfunctions or is inoperable and the Provider is required to have a pumpout per 38 M.R.S.A. § 423-B, the system must be repaired within 7 working days.
3. The Provider will allow access and use of the system during normal working hours at a minimum unless, due to special circumstances MEDEP allows a different schedule.
4. The Provider will provide pumpout service to any vessel requesting service as long as servicing that vessel is appropriate for the type and capacity of pumpout system. For example, if a vessel arrives at a private marina and requests a pumpout, the marina must provide service to that vessel even if not a member of the marina. However, the Provider is not required to take extraordinary measures to service a vessel.
5. The Provider may not charge more than \$5 per pumpout but may charge less.
6. The Provider will post appropriate information near the pumpout station including but not limited to: fees, hours of operation, operating instructions if "self-serve", and an emergency contact number should the system be inoperable.
7. The pumpout system is to be used for boat sewage only. No bilge or oily waste shall be collected.
8. If applying for reimbursement of operations and maintenance costs, the Provider will maintain a log of pumpout system use including but not limited to: date serviced, approximate length of vessel, type of vessel (power/sail), hailing port of vessel, and volume pumped. A notice, weatherproof log book and pencil attached to self serve systems will meet this requirement. Weatherproof log books are available from MEDEP free of charge. The Provider will submit the log (or copies of applicable pages) at the end of the operating year.
9. If the Provider is not required to have a pumpout station per 38 M.R.S.A. §423-B and decides to eliminate their pumpout system, the Provider must notify the MEDEP so we can remove the facility from our literature. The Provider will reimburse the Maine Pumpout Grant Program the prorated value of the original capital equipment cost and installation depreciated at a rate of 7% per year.

RIDER B
METHOD OF PAYMENT AND OTHER PROVISIONS

1. **AGREEMENT AMOUNT** \$5000.00

2. **INVOICES AND PAYMENTS** The Department will pay the Provider as follows:

The Provider will submit invoices for reimbursement of capital or operation and maintenance costs to MEDEP yearly at a minimum. Invoices must be for costs incurred within the period of this grant.

Invoices must be directly from the Provider to MEDEP and must reflect the actual costs totaled less the match from the Provider. The grant match required is 10% for municipally owned pumpout facilities and 25% for all other facilities. Copies of invoices from sub-contractors, suppliers, utilities and log books must be attached as documentation.

Payments are subject to the Provider's compliance with all items set forth in this Agreement and subject to the availability of funds. The Department will process approved payments within 30 days. A final invoice(s) must be submitted by Provider within 45 days of contract end date.

3. **BENEFITS AND DEDUCTIONS** If the Provider is an individual, the Provider understands and agrees that he/she is an independent contractor for whom no Federal or State Income Tax will be deducted by the Department, and for whom no retirement benefits, survivor benefit insurance, group life insurance, vacation and sick leave, and similar benefits available to State employees will accrue. The Provider further understands that annual information returns, as required by the Internal Revenue Code or State of Maine Income Tax Law, will be filed by the State Controller with the Internal Revenue Service and the State of Maine Bureau of Revenue Services, copies of which will be furnished to the Provider for his/her Income Tax records.

4. **INDEPENDENT CAPACITY** In the performance of this Agreement, the parties hereto agree that the Provider, and any agents and employees of the Provider shall act in the capacity of an independent contractor and not as officers or employees or agents of the State.

5. **DEPARTMENT'S REPRESENTATIVE** The Agreement Administrator shall be the Department's representative during the period of this Agreement. He/she has authority to curtail services if necessary to ensure proper execution. He/she shall certify to the Department when payments under the Agreement are due and the amounts to be paid. He/she shall make decisions on all claims of the Provider, subject to the approval of the Commissioner of the Department.

6. **AGREEMENT ADMINISTRATOR** All progress reports, correspondence and related submissions from the Provider shall be submitted to:

Name: Pamela Parker
Title: Boat Pumpout Grant Program Manger
Address: 17 SHS, Augusta, Maine 04333-0017
Email: pamela.d.parker@MAINE.gov
Tel: 207-485-3038

who is designated as the Agreement Administrator on behalf of the Department for this Agreement, except where specified otherwise in this Agreement.

7. **CHANGES IN THE WORK** The Department may order changes in the work, the Agreement Amount being adjusted accordingly. Any monetary adjustment or any substantive change in the work shall be in the form of an amendment, signed by both parties and approved by the State Purchases Review Committee. Said amendment must be effective prior to execution of the work.

8. **SUB-AGREEMENTS** Unless provided for in this Agreement, no arrangement shall be made by the Provider with any other party for furnishing any of the services herein contracted for without the consent and approval of the Agreement Administrator. Any sub-agreement hereunder entered into subsequent to the execution of this Agreement must be annotated "approved" by the Agreement Administrator before it is reimbursable hereunder. This provision will not be taken as requiring the approval of contracts of employment between the Provider and its employees assigned for services thereunder.

9. **SUBLETTING, ASSIGNMENT OR TRANSFER** The Provider shall not sublet, sell, transfer, assign or otherwise dispose of this Agreement or any portion thereof, or of its right, title or interest therein, without written request to and written consent of the Agreement Administrator. No subcontracts or transfer of agreement shall in any case release the Provider of its liability under this Agreement.

10. **EQUAL EMPLOYMENT OPPORTUNITY** During the performance of this Agreement, the Provider agrees as follows:

a. The Provider shall not discriminate against any employee or applicant for employment relating to this Agreement because of race, color, religious creed, sex, national origin, ancestry, age, physical or mental disability, or sexual orientation, unless related to a bona fide occupational qualification. The Provider shall take affirmative action to ensure that applicants are employed and employees are treated during employment, without regard to their race, color, religion, sex, age, national origin, physical or mental disability, or sexual orientation.

Such action shall include but not be limited to the following: employment, upgrading, demotions, or transfers; recruitment or recruitment advertising; layoffs or terminations; rates of pay or other forms of compensation; and selection for training including apprenticeship. The Provider agrees to post in conspicuous places available to employees and applicants for employment notices setting forth the provisions of this nondiscrimination clause.

b. The Provider shall, in all solicitations or advertising for employees placed by or on behalf of the Provider relating to this Agreement, state that all qualified applicants shall receive consideration for employment without regard to race, color, religious creed, sex, national origin, ancestry, age, physical or mental disability, or sexual orientation.

c. The Provider shall send to each labor union or representative of the workers with which it has a collective bargaining agreement, or other agreement or understanding, whereby it is furnished with labor for the performance of this Agreement a notice to be provided by the contracting agency, advising the said labor union or workers' representative of the Provider's commitment under this section and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

d. The Provider shall inform the contracting Department's Equal Employment Opportunity Coordinator of any discrimination complaints brought to an external regulatory body (Maine Human Rights Commission, EEOC, Office of Civil Rights) against their agency by any individual as well as any lawsuit regarding alleged discriminatory practice.

e. The Provider shall comply with all aspects of the Americans with Disabilities Act (ADA) in employment and in the provision of service to include accessibility and reasonable accommodations for employees and clients.

f. Contractors and subcontractors with contracts in excess of \$50,000 shall also pursue in good faith affirmative action programs.

g. The Provider shall cause the foregoing provisions to be inserted in any subcontract for any work covered by this Agreement so that such provisions shall be binding upon each subcontractor, provided that the foregoing provisions shall not apply to contracts or subcontracts for standard commercial supplies or raw materials.

11. **EMPLOYMENT AND PERSONNEL** The Provider shall not engage any person in the employ of any State Department or Agency in a position that would constitute a violation of 5 MRSA § 18 or 17 MRSA § 3104. The Contractor shall not engage on a full-time, part-time or other basis during the period of this Agreement, any other personnel who are or have been at any time during the period of this Agreement in the employ of any State Department or Agency, except regularly retired employees, without the written consent of the State Purchases Review Committee. Further, the Provider shall not engage on this project on a full-time, part-time or other basis during the period of this Agreement any retired employee of the Department who has not been retired for at least one year, without the written consent of the State Purchases Review Committee. The Provider shall cause the foregoing provisions to be inserted in any subcontract for any work covered by this Agreement so that such provisions shall be binding upon each subcontractor, provided that the foregoing provisions shall not apply to contracts or subcontracts for standard commercial supplies or raw materials.

12. **STATE EMPLOYEES NOT TO BENEFIT** No individual employed by the State at the time this Agreement is executed or any time thereafter shall be admitted to any share or part of this Agreement or to any benefit that might arise there from directly or indirectly that would constitute a violation of 5 MRSA § 18 or 17 MRSA § 3104. No other individual employed by the State at the time this Agreement is executed or any time thereafter shall be admitted to any share or part of this Agreement or to any benefit that might arise there from directly or indirectly due to his employment by or financial interest in the Provider or any affiliate of the Provider, without the written consent of the State Purchases Review Committee. The Provider shall cause the foregoing provisions to be inserted in any subcontract for any work covered by this Agreement so that such provisions shall be binding upon each subcontractor, provided that the foregoing provisions shall not apply to contracts or subcontracts for standard commercial supplies or raw materials.

13. **WARRANTY** The Provider warrants that it has not employed or contracted with any company or person, other than for assistance with the normal study and preparation of a proposal, to solicit or secure this Agreement and that it has not paid, or agreed to pay, any company or person, other than a bona fide employee working solely for the Provider, any fee, commission, percentage, brokerage fee, gifts, or any other consideration, contingent upon, or resulting from the award for making this Agreement. For breach or violation of this warranty, the Department shall have the right to annul this Agreement without liability or, in its discretion to otherwise recover the full amount of such fee, commission, percentage, brokerage fee, gift, or contingent fee.

14. **ACCESS TO RECORDS** As a condition of accepting a contract for services under this section, a contractor must agree to treat all records, other than proprietary information, relating to personal services work performed under the contract as public records under the freedom of access laws to the same extent as if the work were performed directly by the department or agency. For the purposes of this subsection, "proprietary information" means information that is a trade secret or commercial or financial information, the disclosure of which would impair the competitive position of the contractor and would make available information not

otherwise publicly available. Information relating to wages and benefits of the employees performing the personal services work under the contract and information concerning employee and contract oversight and accountability procedures and systems are not proprietary information. The Provider shall maintain all books, documents, payrolls, papers, accounting records and other evidence pertaining to this Agreement and make such materials available at its offices at all reasonable times during the period of this Agreement and for such subsequent period as specified under Maine Uniform Accounting and Auditing Practices for Community Agencies (MAAP) rules. The Provider shall allow inspection of pertinent documents by the Department or any authorized representative of the State of Maine or Federal Government, and shall furnish copies thereof, if requested. This subsection applies to contracts, contract extensions and contract amendments executed on or after October 1, 2009.

15. **TERMINATION** The performance of work under the Agreement may be terminated by the Department in whole, or in part, whenever for any reason the Agreement Administrator shall determine that such termination is in the best interest of the Department. Any such termination shall be effected by delivery to the Provider of a Notice of Termination specifying the extent to which performance of the work under the Agreement is terminated and the date on which such termination becomes effective. The Agreement shall be equitably adjusted to compensate for such termination, and modified accordingly.

16. **GOVERNMENTAL REQUIREMENTS** The Provider warrants and represents that it will comply with all governmental ordinances, laws and regulations.

17. **GOVERNING LAW** This Agreement shall be governed in all respects by the laws, statutes, and regulations of the United States of America and of the State of Maine. Any legal proceeding against the State regarding this Agreement shall be brought in State of Maine administrative or judicial forums. The Provider consents to personal jurisdiction in the State of Maine.

18. **STATE HELD HARMLESS** The Provider agrees to indemnify, defend and save harmless the State, its officers, agents and employees from any and all claims, costs, expenses, injuries, liabilities, losses and damages of every kind and description (hereinafter in this paragraph referred to as "claims") resulting from or arising out of the performance of this Agreement by the Provider, its employees, agents, or subcontractors. Claims to which this indemnification applies include, but without limitation, the following: (i) claims suffered or incurred by any contractor, subcontractor, material person, laborer and any other person, firm, corporation or other legal entity (hereinafter in this paragraph referred to as "person") providing work, services, materials, equipment or supplies in connection with the performance of this Agreement; (ii) claims arising out of a violation or infringement of any proprietary right, copyright, trademark, right of privacy or other right arising out of publication, translation, development, reproduction, delivery, use, or disposition of any data, information or other matter furnished or used in connection with this Agreement; (iii) Claims arising out of a libelous or other unlawful matter used or developed in connection with this Agreement; (iv) claims suffered or incurred by any person who may be otherwise injured or damaged in the performance of this Agreement; and (v) all legal costs and other expenses of defense against any asserted claims to which this indemnification applies. This indemnification does not extend to a claim that results solely and directly from (i) the Department's negligence or unlawful act, or (ii) action by the Provider taken in reasonable reliance upon an instruction or direction given by an authorized person acting on behalf of the Department in accordance with this Agreement.

19. **NOTICE OF CLAIMS** The Provider shall give the Contract Administrator immediate notice in writing of any legal action or suit filed related in any way to the Agreement or which may affect the performance of duties under the Agreement, and prompt notice of any claim made against the Provider by any subcontractor which may result in litigation related in any way to the Agreement or which may affect the performance of duties under the Agreement.

20. **APPROVAL** This Agreement must have the approval of the State Controller and the State Purchases Review Committee before it can be considered a valid, enforceable document.
21. **LIABILITY INSURANCE** The Provider shall keep in force a liability policy issued by a company fully licensed or designated as an eligible surplus line insurer to do business in this State by the Maine Department of Professional & Financial Regulation, Bureau of Insurance, which policy includes the activity to be covered by this Agreement with adequate liability coverage to protect itself and the Department from suits. Providers insured through a "risk retention group" insurer prior to July 1, 1991 may continue under that arrangement. Prior to or upon execution of this Agreement, the Provider shall furnish the Department with written or photocopied verification of the existence of such liability insurance policy.
22. **NON-APPROPRIATION** Notwithstanding any other provision of this Agreement, if the State does not receive sufficient funds to fund this Agreement and other obligations of the State, if funds are de-appropriated, or if the State does not receive legal authority to expend funds from the Maine State Legislature or Maine courts, then the State is not obligated to make payment under this Agreement.
23. **SEVERABILITY** The invalidity or unenforceability of any particular provision or part thereof of this Agreement shall not affect the remainder of said provision or any other provisions, and this Agreement shall be construed in all respects as if such invalid or unenforceable provision or part thereof had been omitted.
24. **INTEGRATION** All terms of this Agreement are to be interpreted in such a way as to be consistent at all times with the terms of Rider B (except for expressed exceptions to Rider B included in Rider C), followed in precedence by Rider A, and any remaining Riders in alphabetical order.
25. **FORCE MAJEURE** The Department may, at its discretion, excuse the performance of an obligation by a party under this Agreement in the event that performance of that obligation by that party is prevented by an act of God, act of war, riot, fire, explosion, flood or other catastrophe, sabotage, severe shortage of fuel, power or raw materials, change in law, court order, national defense requirement, or strike or labor dispute, provided that any such event and the delay caused thereby is beyond the control of, and could not reasonably be avoided by, that party. The Department may, at its discretion, extend the time period for performance of the obligation excused under this section by the period of the excused delay together with a reasonable period to reinstate compliance with the terms of this Agreement.
26. **SET-OFF RIGHTS** The State shall have all of its common law, equitable and statutory rights of set-off. These rights shall include, but not be limited to, the State's option to withhold for the purposes of set-off any monies due to the Provider under this Agreement up to any amounts due and owing to the State with regard to this Agreement, any other Agreement, any other Agreement with any State department or agency, including any Agreement for a term commencing prior to the term of this Agreement, plus any amounts due and owing to the State for any other reason including, without limitation, tax delinquencies, fee delinquencies or monetary penalties relative thereto. The State shall exercise its set-off rights in accordance with normal State practices including, in cases of set-off pursuant to an audit, the finalization of such audit by the State agency, its representatives, or the State Controller.
27. **ENTIRE AGREEMENT** This document contains the entire Agreement of the parties, and neither party shall be bound by any statement or representation not contained herein. No waiver shall be deemed to have been made by any of the parties unless expressed in writing and signed by the waiving party. The parties expressly agree that they shall not assert in any action relating to the Agreement that any implied waiver occurred between the parties which is not expressed in writing. The failure of any party to insist in any one or more instances upon strict performance of any of the terms or provisions of the Agreement, or to exercise an option or election under the Agreement, shall not be construed as a waiver or relinquishment for the future of

such terms, provisions, option or election, but the same shall continue in full force and effect, and no waiver by any party of any one or more of its rights or remedies under the Agreement shall be deemed to be a waiver of any prior or subsequent rights or remedy under the Agreement or at law.

RIDER C
Exceptions to Rider B

NONE

Vendor Name: Town of Damariscotta CT #: _____ Date: _____

Certification Regarding
Debarment, Suspension and Other Responsibility Matters
Primary covered Transactions

This Certification is required by the Regulations implementing Executive Order 12549, Debarment and Suspension, 29 CFR Part 98, Section 98.510, Participants' Responsibilities. The Regulations were published as Part VII of the May 26, 1988 Federal Register (pages 19160-19211).

(BEFORE SIGNING THIS CERTIFICATION, PLEASE READ THE ATTACHED INSTRUCTIONS WHICH ARE AN INTEGRAL PART OF THE CERTIFICATION)

1. The prospective primary participant certifies to the best of its knowledge and belief that it and its principals:

- a. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;
- b. Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction, violation of Federal or State anti-trust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
- c. Are not presently indicted for or otherwise criminally or civilly charged by a government entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph 1.b of this Certification; and
- d. Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State or local) terminated for cause or default.

2. Where the prospective primary participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

Matthew J. Lotkus, Town Manager

Name and Title, Authorized Representative

[Handwritten Signature]

Signature

RIDER E

USF&W GRANT TERMS & CONDITIONS

1. UTILIZATION OF SMALL, MINORITY AND WOMEN'S BUSINESS ENTERPRISES

In accordance with the USFW's Program for Utilization of Small, Minority and Women's Business Enterprises in procurement under assistance programs, the Sub-recipient agrees to take Six Good Faith Efforts to assure that disadvantaged business enterprises are used as subcontractors, when possible.

A. Fair Share Objective Goal

The overall Disadvantaged Business Enterprises (DBE) "fair share" goal for this Agreement is 2.28%. Goals for Minority-Owned Business Enterprises (MBE) and Women-Owned Business Enterprises (WBE) participation are .64% for MBE and 1.64% for WBE. The Sub-recipient must demonstrate a good faith effort toward meeting the goals.

To identify certified MBE and WBE firms for the purposes of compliance with the terms of this Agreement, at a minimum, the Sub-recipient will use the DBE list maintained by the Maine Department of Transportation and available on their website at <http://www.maine.gov/mdot/disadvantaged-business-enterprises/pdf/directory.pdf>. For trades not listed in the MDOT directory, additional certified businesses may be listed in the Massachusetts State Office of Minority and Women Business Assistance (SOMWBA) web site, found at: <http://www.somwba.state.ma.us>

B. Six Good Faith Efforts, 40 CFR, Part 33.301.

The Sub-recipient agrees to make the following six good faith efforts whenever procuring construction, equipment, services and supplies under this agreement, and to require that sub-recipients, loan recipients, and prime contractors also comply. Records documenting compliance with the six good faith efforts shall be retained:

- (1) Require Disadvantaged Business Enterprises (DBEs) are made aware of contracting opportunities to the fullest extent practicable through outreach and recruitment activities. For Indian Tribal, State, and local government recipients, this will include placing DBEs on solicitation lists and soliciting them whenever they are potential sources.
- (2) Make information on forthcoming opportunities available to DBEs and arrange time frames for contracts and establish delivery schedules, where the requirements permit, in a way that encourages and facilitates participation by DBEs in the competitive process. This includes, whenever possible, posting solicitations for bids or proposals for a minimum of 30 calendar days before the bid or proposal closing date.
- (3) Consider in the contracting process whether firms competing for large contracts could subcontract with DBEs. For Indian Tribal, State and local government recipients, this will include dividing total requirements when economically feasible into smaller tasks or quantities to permit maximum participation by DBEs in the competitive process.
- (4) Encourage contracting with a consortium of DBEs when a contract is too large for one of these firms to handle individually.
- (5) Use the services and assistance of the Small Business Administration and the Minority Business Development Agency of the Department of Commerce in finding DBEs.

(6) If the prime contractor awards subcontracts, require the prime contractor to take the steps in paragraphs (1) to (5) of this section.

C. Contract Administrative Provisions, 40 CFR, Section 33.302

The Sub-recipient agrees to comply with the contract administration provisions of 40 CFR, Section 33.302.

D. MBE/WBE REPORTING

The Sub-recipient is required to submit MBW/WBE Utilization Reports to the Department until the project is completed. The Department will provide a Form for the MBE/WBE Utilization Report.

2. DRUG-FREE WORKPLACE CERTIFICATION FOR ALL USF&W RECIPIENTS

The recipient organization of this USF&W assistance agreement must make an ongoing, good faith effort to maintain a drug-free workplace pursuant to the specific requirements set forth in Title 40 CFR 36.200 - 36.230. Additionally, in accordance with these regulations, the recipient organization must identify all known workplaces under its federal awards, and keep this information on file during the performance of the award. Those recipients who are individuals must comply with the drug-free provisions set forth in Title 40 CFR 36.300.

The consequences for violating this condition are detailed under Title 40 CFR 36.510. Recipients can access the Code of Federal Regulations (CFR) Title 40 Part 36 at http://www.access.gpo.gov/nara/cfr/waisidx_06/40cfr36_06.html.

3. HOTEL-MOTEL FIRE SAFETY

Pursuant to 40 CFR 30.18, if applicable, and 15 USC 2225a, the recipient agrees to ensure that all space for conferences, meetings, conventions, or training seminars funded in whole or in part with federal funds complies with the protection and control guidelines of the Hotel and Motel Fire Safety Act (PL 101-391, as amended). Recipients may search the Hotel-Motel National Master List at <http://www.usfa.dhs.gov/applications/hotel/> to see if a property is in compliance (FEMA ID is currently not required), or to find other information about the Act.

4. LOBBYING AND LITIGATION - ALL RECIPIENTS

The chief executive officer of this recipient agency shall ensure that no grant funds awarded under this assistance agreement are used to engage in lobbying of the Federal Government or in litigation against the United States unless authorized under existing law. The recipient shall abide by its respective OMB Circular (A-21, A-87, or A-122), which prohibits the use of federal grant funds for litigation against the United States or for lobbying or other political activities

5. LOBBYING – ALL RECIPIENTS

The recipient agrees to comply with Title 40 CFR Part 34, New Restrictions on Lobbying. The recipient shall include the language of this provision in award documents for all subawards exceeding \$100,000, and require that subrecipients submit certification and disclosure forms accordingly.

In accordance with the Byrd Anti-Lobbying Amendment, any recipient who makes a prohibited expenditure under Title 40 CFR Part 34 or fails to file the required certification or lobbying forms shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such expenditure.

6. MANAGEMENT FEES

Management fees or similar charges in excess of the direct costs and approved indirect rates are not allowable. The term "management fees or similar charges" refers to expenses added to the direct costs in order to accumulate and reserve funds for ongoing business expenses, unforeseen liabilities, or for other similar costs

which are not allowable under this assistance agreement. Management fees or similar charges may not be used to improve or expand the project funded under this agreement, except to the extent authorized as a direct cost of carrying out the scope of work.

7. RECYCLING AND WASTE PREVENTION

In accordance with the policies set forth in Order 1000.25 and Executive Order 13423, Strengthening Federal Environmental, Energy and Transportation Management (January 24, 2007) and or 40 CFR 30.16, the recipient agrees to use recycled paper and double sided printing for all reports which are prepared as a part of this agreement. This requirement does not apply to reports prepared on forms supplied by the federal government or to Standard Forms, which are printed on recycled paper and are available through the General Services Administration.

• STATE AGENCIES AND POLITICAL SUBDIVISIONS

In accordance with Section 6002 of the Resource Conservation and Recovery Act (RCRA) (42 U.S.C. 6962) any State agency or agency of a political subdivision of a State which is using appropriated Federal funds shall comply with the requirements set forth. Regulations issued under RCRA Section 6002 apply to any acquisition of an item where the purchase price exceeds \$10,000 or where the quantity of such items acquired in the course of the preceding fiscal year was \$10,000 or more. RCRA Section 6002 requires that preference be given in procurement programs to the purchase of specific products containing recycled materials. These guidelines are listed in 40 CFR 247.

8. AUDIT REQUIREMENTS

Federal regulations stipulate that an audit is required for any subgrantee expensing more than \$500,000 in funds from all federal sources within a fiscal year (see Title 40, Chapter 1, Part 31, Subpart C, Section 31.26). Sub-recipient agrees to comply with this requirement. In the event that an audit is necessary relative to Section 31.26, Sub-recipient agrees to meet the audit requirements of that section and to submit a copy of the audit report to the Department. This audit report may be part of the organization's annual audit. In that event, the portion(s) of the audit report relating to the Project shall be highlighted so as to be readily located and accessed.

9. PAYMENT TO CONSULTANTS

EPA will limit its participation in the salary rate (excluding overhead) paid to individual consultants retained by recipients or by a recipient's contractors or subcontractors to the maximum daily rate for level 4 of the Executive Schedule unless a greater amount is authorized by law. See <https://www.gpo.gov/fdsys/pkg/CFR-2011-title40-vol1/pdf/CFR-2011-title40-vol1-sec30-27.pdf>.

10. COPYRIGHTS

Abide by 40 CFR section 31.34, which allows the U.S. Fish and Wildlife Agency a royalty free, nonexclusive, and irrevocable license to reproduce, publish, or otherwise use, and to authorize others to use for federal government purposes, (1) the copyright in any work developed under a grant, sub-grant, or agreement and (2) any rights of copyright to which a grantee, sub-grantee, or a contractor purchases ownership with grant support.

11. EQUIPMENT

Abide by 40 CFR section 31.32 regarding disposition of equipment acquired using federal funds provided by this agreement.

12. REQUIREMENT FOR DATA UNIVERSAL NUMBERING SYSTEM (DUNS) NUMBERS

Subrecipients must provide a DUNS number before receiving subaward from DEP.

13. CONFLICT OF INTEREST (COI)

USF&S's COI Policy includes subrecipients who receive subawards regardless of amount including, but not limited to, consulting fees or other compensation paid by contractors to employees, officers, or agents of the subrecipient and/or members of their Immediate Families. Situations that create, or may create, an unfair competitive advantage or that appears as such and has the potential to undermine the impartiality of a person because of the possibility of a clash between the person's self-interest and professional interest or public interest.

Subrecipients being considered for a subaward must disclose to DEP a COI situation within 30 calendar days of becoming aware of a COI. This disclosure must be in writing preferably through email communication. Subrecipients must provide to DEP any information regarding measures to eliminate, neutralize, mitigate or resolve the COI. If subrecipients do not discover a COI, they do not need to advise DEP of the absence of a COI.

Upon DEP receiving notice from the subrecipient of a potential COI and the approach for resolving it, DEP will then make a determination regarding the effectiveness of these measures within 30 days of receipt of the subrecipient's notice, unless a longer period is necessary due to the complexity of the matter.

Subrecipients may not request payment from DEP for costs for transactions subject to the COI pending notification of DEP's determination. Failure to disclose a COI may result in cost disallowances. Disclosure of a potential COI will not necessarily result in DEP disallowing costs, with the exception of procurement contracts that the Agency determines violate 2 CFR 200.318(c) (1) or (2), provided the subrecipient notifies DEP of measures the subrecipient has taken to eliminate, neutralize or mitigate the conflict of interest when making the disclosure.

USF&W's COI Policy is applicable to new funding (initial awards, supplemental, incremental funding) awarded on or after October 1, 2015. This COI term and condition supersedes prior COI terms and conditions for this award.

14. TRAFFICKING VICTIMS PROTECTION ACT OF 2000 (TVPA)

You as the recipient, your employees, subrecipients under this award, and subrecipients' employees may not engage in severe form of trafficking in persons during the period of time that the award is in effect; procure a commercial sex act during the period of time that the award is in effect; or use forced laboring in the performance of the award or subawards under the award. (See section 106(g) of the Trafficking Victims Protection Act of 2000 (TVPA), as amended (22 U.S.C. 7104 (g)).

15. REDUCING TEXT MESSAGING WHILE DRIVING

You as the recipient, your employees, subrecipients under this award, and subrecipients' employees are encouraged to adopt and enforce policies that ban text messaging while driving, including conducting initiatives of the type described in section 3(a) of Executive Order 13513.

RIDER F
Lobbying Certificate if Over \$100,000

United States
ENVIRONMENTAL PROTECTION AGENCY
Washington, DC 20460

OMB Control No. 2030-0020
Approval expires 06/30/2017

**LOBBYING AND LITIGATION CERTIFICATION FOR GRANTS
AND COOPERATIVE AGREEMENTS***

INSTRUCTIONS:

*At project completion, complete this form pursuant to the 2001 Department of Veterans Affairs and Housing and Urban Development, and Independent Appropriations Act, Public Law 106-377, Section 424 and 2000 Department of Veterans Affairs and Housing and Urban Development, and Independent Appropriations Act, Public Law 106-74, Section 426 and any other subsequent Appropriation Act requirements.

Please mail this form to your EPA Grant Specialist within 90 days of project completion. **DO NOT** send this information to the Office of Management & Budget.

Assistance Agreement Number(s):

I hereby certify that none of these funds have been used to engage in the lobbying of the Federal Government or in litigation against the United States unless authorized under existing law.

Signature of the Chief Executive Officer

Date

Print Name

Burden Statement - The annual public reporting and record keeping burden for this collection of information is estimated to average 5 minutes per respondent. Burden means the total time, effort, or financial resources expended by persons to generate, maintain, retain, or disclose or provide information to or for a Federal agency. This includes the time needed to review instructions; develop, acquire, install, and utilize technology and systems for the purposes of collecting, validating and verifying information, processing and maintaining information, and disclosing and providing information; adjust the existing ways to comply with any previously applicable instructions and requirements; train personnel to be able to respond to a collection of information; search data sources; complete and review the collection of information; and transmit or otherwise disclose the information. An agency may not conduct or sponsor, and a person is not required to respond to, a collection of information unless it displays a currently valid OMB control number. The OMB control numbers for EPA's regulations are listed in 40 CFR Part 9 and 48 CFR Chapter 15.

Send comments on the Agency's need for this information, the accuracy of the provided burden estimates, and any suggested methods for minimizing respondent burden, including through the use of automated collection techniques to the Director, Regulatory Information Division, U.S. Environmental Protection Agency, Ariel Rios Building, 1200 Pennsylvania Avenue, N.W., Mail Code 3213A, Washington, DC 20460; and to the Office of Information and Regulatory Affairs, Office of Management and Budget, 725 17th Street, N.W., Washington, DC 20503, Attention: Desk Officer for EPA. Include the EPA ICR number and OMB control number in any correspondence.

RIDER G
IDENTIFICATION OF COUNTRY
IN WHICH CONTRACTED WORK WILL BE PERFORMED

Please identify the country in which the services purchased through this contract will be performed:

United States. Please identify state: Maine

Other. Please identify country:

Notification of Changes to the Information

The Provider agrees to notify the Division of Purchases of any changes to the information provided above.