

Agenda
Town of Damariscotta, Maine
April 3, 2019, 5:30 PM
Damariscotta Town Hall

I. Pledge of Allegiance

II. Public Hearings-

1. New Liquor and Entertainment License for Que Rico, LLC
2. New Liquor License for Damariscotta River House, LLC

III. Call to Order

IV. Board Action on Public Hearing Items

V. Minutes

1. March 20 Meeting
2. March 27 Special Meeting

VI. Financial Reports

1. Accounts Payable Warrants 55 & 56

VII. Presentations

VIII. Citizen Comments and General Correspondence

1. Letter from Department of Environmental Protection re: Town's snow discharge permit.

IX. Town Manager Items

1. Update on Proposed Marijuana Ordinance
2. Testimony Provided at State Capitol on March 27
3. Update on Solar Array RFP
4. Six Month Review of Town Hall Four Day Workweek
5. Hours for Polls to be Open on June 11

X. Official Action Items

1. Warrant for April 17 Secondary Education Town Meeting
2. Engineering Design and Construction Administration for Waterfront Project
3. Cemetery Deed a Perpetual Care Agreement with Allen J. Corson and Yan Yauan Wu Corson
4. Construction Management Firm for Bristol Road Sidewalk and Drainage Project

XI. Selectmen's Discussion Items

1. Land Use Advisory Committee Update - Selectman Orenstein

XII. Adjournment

TOWN MANAGER NOTES – April 3, 2019 Board of Selectmen’s Meeting

Public Hearing and Board Action on Public Hearing Item

- 1. New Liquor and Entertainment License for Que Rico-** 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 Que Rico.
- 2. New Liquor License for the Damariscotta River House** The Liquor License application is attached. The Town Clerk 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 License application for the Damariscotta River House.

Citizen Comments and General Correspondence

- 1. Letter from Department of Environmental Protection re: Town’s snow discharge permit.** On March 14, Town office staff received a call from the owner of the business adjacent to the Colby and Gale service station regarding alleged illegal dumping of snow in the Municipal Parking Lot. As the Board is aware, the DEP snow discharge permit only allows snow that is collected on Town-maintained property to be dumped into the River and on two designated locations.

By the time that the Road Commissioner responded, Colby and Gale had already realized that their contractor had mistakenly dumped snow in a location not permitted in the Town’s snow discharge permit and had already moved the snow to an area not subject to the DEP restrictions. Later that day the Environmental Compliance Officer for DEP came by my office to let me know that he was following up on an anonymous call regarding the dumping of snow.

Attached is the compliance officer’s follow-up correspondence and an excerpt from the permit, a copy of which the compliance officer left with me. I emailed the letter to Colby and Gale as well as the adjacent business owner.

I do not fault Colby and Gale because they quickly corrected the error of their contractor. I do however think that this serves as a timely reminder to not only the Town but to businesses adjacent to the parking lot and downtown streets and sidewalks. The granting of the snow discharge permit and the adherence to its provisions are very important not only from an environmental stewardship

standpoint but also as a means of keeping downtown snow removal expense to a minimum.

Town Manager Items

- 1. Update on Proposed Marijuana Ordinance** – The Board held its workshop on marijuana ordinances on Wednesday but did not complete its revisions to the current drafts. I am asking the Board to provide direction on what you believe the next steps should be.
- 2. Testimony Provided at State Capitol on March 27-** A copy of my testimony before the Taxation Committee on the Board’s behalf is attached.
- 3. Update on Solar Array RFP (verbal)**
- 4. Six Month Review of Town Hall Four Day Workweek (verbal)**
- 5. Hours for Polls to be open on June 11-**

Note from Town Clerk Michelle Cameron:

Because there is no State election in June (I have confirmed this by calling Elections and looking at their website), I would like to ask the Board of Selectmen to consider shortening the polling hours for the June 11th municipal election. By law, towns have to be open 4 consecutive hours. I would like to ask that the polls be open 8 am to 6 pm. This would save approximately \$434 dollars. The savings is staff overtime and ballot clerk pay for late counting of ballots. I will advertise the new polling hours (we advertise the ATM polling hours every year) and post it here in the building. The staff would certainly appreciate a shorter day than the usual 15 to 16 hour day! J Thank you and the Board for your consideration in this matter!

Official Action Items

- 1. Warrant for April 17 Secondary Education Town Meeting-** The proposed warrant for the Secondary Education Town Meeting is attached for the Board’s review and consideration.
Recommended Action: Approve the attached Warrant for the annual Secondary Education Town Meeting and set the date, time and location of the meeting for Wednesday, April 17, 5:30 PM in the Town Hall meeting room.
- 2. Engineering Design and Construction Administration for Waterfront Project.** Wright-Pierce has been providing engineering and design related services related to the reconstruction of the municipal parking lot since 2011. In January 2012, the firm completed the construction specifications and contract drawings required to move

forward on many of the recommendations contained in the March 2010 Shore and Harbor Study Report. Up until now, the Town has not been able to garner the funds needed to complete the major reconstruction of the municipal lot.

At this point, the Town is able to use \$950,000 from a private donation towards this project. Given that there are a number of changes that have occurred since the construction specifications were drafted, I have asked Wright-Pierce to update these documents so that the Town can proceed with the bid process. The attached proposal from Wright-Pierce calls for revisions to the previously completed bid specifications, and includes bid administration services.

Recommended Action: Waive Town Charter Bid Guidelines and authorize the Town Manager to execute an agreement with Wright-Pierce for revisions to the construction bid specifications and for bid administration for the Town's waterfront parking lot project for an amount not to exceed \$20,025.

3. Cemetery Deed a Perpetual Care Agreement with Allen J. Corson and Yuan Yuan Wu Corson.

Recommended Action: Approve the attached Cemetery Deed a Perpetual Care Agreement with Allen J. Corson and Yuan Yuan Wu Corson

4. Construction Management Firm for Bristol Road Sidewalk and Drainage

Project- As part of the Bristol Road Local Project Administration Agreement with the Maine Department of Transportation (MDOT), the Town must select a construction management firm from MDOT's list of approved construction residents. Per Federal grant requirements, the Town cannot use the cost of these services as a factor in the selection of this consultant. I reviewed the list of approved consultants with the Public Works Committee, reviewed the qualifications of each of the firms on their websites and requested a proposal from the firm that has offices in closest proximity to the Town. The firm is Hoyle Tanner out of Yarmouth. I have been working with the firm and MDOT staff on a proposal that incorporates a number of items required by MDOT staff. The final MDOT-approved document is attached.

Recommended Action: Waive the Town Charter bid guidelines and authorize the Town Manager to execute an agreement with Hoyle Tanner for construction management services for the Bristol Road Sidewalk and Drainage Project for an amount not to exceed \$34,277.60.



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 since we're brand new*
- 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: N/A This is for a new license

NEW application: Yes No

If business is NEW or under new ownership, indicate starting date: May 5, 2019 7 days a week

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

INDICATE TYPE OF PRIVILEGE: MALT VINOUS SPIRITUOUS 11am - 10pm

INDICATE TYPE OF LICENSE:

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

(QUALIFIED CATERERS ONLY)

REFER TO PAGE 3 FOR FEE SCHEDULE

ALL QUESTIONS MUST BE ANSWERED IN FULL

Corporation Name: <u>Que Rico, LLC</u>			Business Name (D/B/A)		
APPLICANT(S) -(Sole Proprietor)		DOB:	Physical Location:		
		DOB:	City/Town	State	Zip Code
Address <u>125 Main St. Lower level</u>			Mailing Address		Same As Above? <input type="checkbox"/>
City/Town State Zip Code <u>Damariscotta ME 04543</u>			City/Town State Zip Code <u>Damariscotta Me 04543</u>		
Telephone Number		Fax Number	Business Telephone Number		Fax Number
<u>(207) 210-2846</u>			<u>(207) 210-2846</u>		
Federal I.D. # FEIN: <u>47-5455273</u>			Seller Certificate #: or Sales Tax #:		
Email Address: <u>Saraderico@gmail.com</u>			Website:		

- If premise is a Hotel or Bed & Breakfast, indicate number of rooms available for transient guests: _____
- State amount of gross income from period of last license: this is a brand new restaurant
 ROOMS \$ _____ FOOD \$ _____ LIQUOR \$ _____
- 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.
- 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: _____

7. Business records are located at: 125 Main St. Apt. #3 Damariscotta, Me 04543

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
Sara McKenzie	3/13/1979	Rockport, Maine

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

Name: Sara McKenzie	City: Damariscotta	State: Maine
Name: _____	City: _____	State: _____
Name: _____	City: _____	State: _____

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) 1000 sq. foot, partially underground restaurant space with seating capacity of 29.

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

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? .3 miles
 Which of the above is nearest? Damariscotta Baptist Church @ 4 Bristol Rd.

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: Damariscotta, Maine Lincoln
City/Town (County)

On: _____
Date

The undersigned being: Municipal Officers County Commissioners of the
 City Town Plantation Unincorporated Place of: Damariscotta, 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).]

1. 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) .]

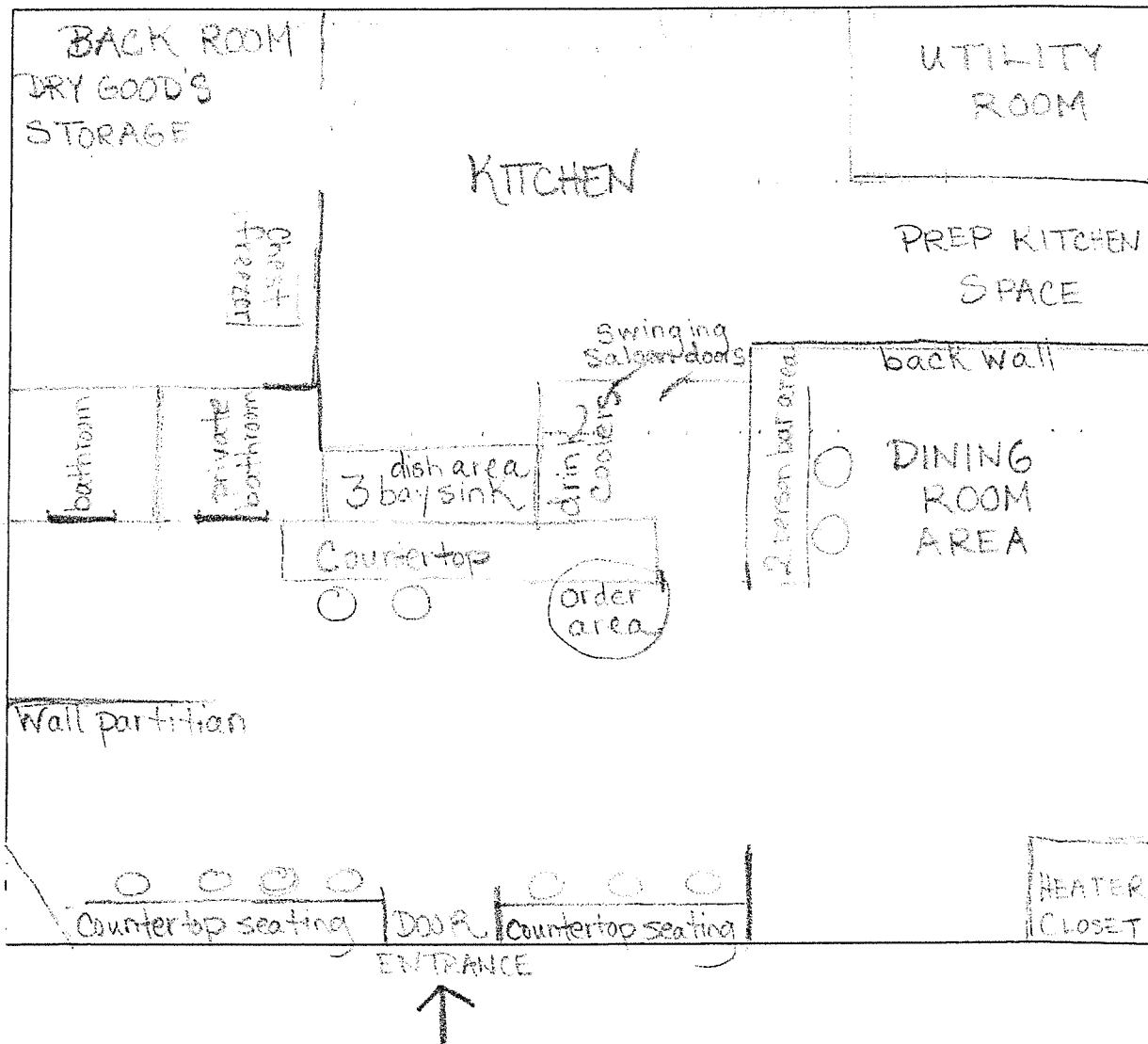
Bureau of Alcoholic Beverages and Lottery Operations
 Division of Liquor Licensing & Enforcement
 8 State House Station, Augusta, ME 04333-0008
 10 Water Street, Hallowell, ME 04347 (overnight)
 Tel: (207) 624-7220 Fax: (207) 287-3434
 Email Inquiries: MaineLiquor@maine.gov



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. This space is roughly 1000 sq-feet

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.





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.

1. Exact legal name: Que Rico, LLC
2. Doing Business As, if any: _____
3. Date of filing with Secretary of State: 10/22/2015 State in which you are formed: Maine
4. If not a Maine business entity, date on which you were authorized to transact business in the State of Maine: _____
5. 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 %
Sara McKenzie	125 Main St. Apt #3 Damariscotta, Me 04543	3/13/1979		100%

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

6. 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

Sara McKenzie
Signature of Owner or Corporate Officer

March 19, 2019
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) 287-3433
Email Inquiries: MLB@DCL.BUDGET.ME

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: No current license

Name of Organization: Que Rico, LLC

Organization Phone #: (207) 210-2846

Location of Entertainment: 125 Main St. Lower Level

Planned Time/Hours: between 11am - 10 pm

Lighting & Noise Level: normal

Days of Occurrence: no planned days

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.

Sara McKenzie
Signature of Applicant

Town Manager or Town Clerk

March 24, 2019
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 <u>3/25/19</u>	Clerks initials <u>MPC</u>
Ad to run in <u>3/28</u> edition of the Lincoln County News		
Hearing to be held on Wednesday, <u>4/3</u> at <u>5:30</u> at the Municipal Building at 21 School St.		
Applicant notified of said hearing <u>✓</u>		
Police Report obtained <u>N/A</u>		

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

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: NA

NEW application: Yes No

If business is NEW or under new ownership, indicate starting date: June 18, 2019

Requested inspection (New Licensees/ Ownership Changes Only) Date: Business hours: Tues-Sat 4:30-10pm
Some Sundays

INDICATE TYPE OF PRIVILEGE: MALT VINOUS SPIRITUOUS

INDICATE TYPE OF LICENSE:

- RESTAURANT (Class I,II,III,IV) RESTAURANT/LOUNGE (Class XI) CLASS A LOUNGE (Class X)
- HOTEL (Class I,II,III,IV) HOTEL, FOOD OPTIONAL (Class I-A) BED & BREAKFAST (Class V)
- GOLF COURSE (Class I,II,III,IV) TAVERN (Class IV)
- QUALIFIED CATERING
- OTHER: _____

REFER TO PAGE 3 FOR FEE SCHEDULE

ALL QUESTIONS MUST BE ANSWERED IN FULL

Corporation Name: <u>Damariscotta River House, LLC</u>			Business Name (D/B/A) <u>River House</u>		
APPLICANT(S) - (Sole Proprietor) <u>Eleanor H. Kinney</u>		DOB: <u>12/19/1967</u>	Physical Location: <u>27 Main St.</u>		
		DOB:	City/Town <u>Damariscotta</u>	State <u>ME</u>	Zip Code <u>04543</u>
Address <u>333 Fogle Rd</u>			Mailing Address <u>PO Box 402</u>		
City/Town <u>Bremen</u>	State <u>ME</u>	Zip Code <u>04551</u>	City/Town <u>Damariscotta</u>	State <u>ME</u>	Zip Code <u>04543</u>
Telephone Number <u>207 380-3155</u>		Fax Number	Business Telephone Number <u>207 563-3155</u>		Fax Number
Federal I.D. # <u>83-3589536</u>			Seller Certificate #: or Sales Tax #: <u>Still need to apply</u>		
Email Address: Please Print <u>eleanor.kinney@mac.com</u>			Website: <u>Not online yet</u>		

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

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

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: Not yet hired
7. Business records are located at: 333 Fogler Rd Bremen ME 04551 (home of owner)
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
Eleanor H. Kinney	12/19/67	Washington D.C.

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

Name: Eleanor Kinney	City: Bremen
State: Maine	
Name: _____	City: _____
State: _____	
Name: _____	City: _____ State: _____

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: _____

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) Farm to table restaurant with wood fired grill, 32 seats on one level, including 6-seat bar

17. Does/do applicant(s) have all the necessary permits required by the State Department of Human Services?

YES NO Applied for: currently applying for health license

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? 0.1 mile

Which of the above is nearest? St. Andrew's Church, Newcastle

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

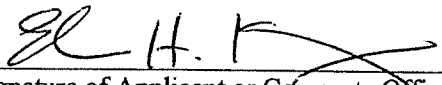
If YES, give details: _____

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: Danverscotta, ME on March 20, 2019
Town/City, State Date

PLEASE SIGN IN BLUE INK


 Signature of Applicant or Corporate Officer(s)
Eleanor H. Kinney
 Print Name

 Signature of Applicant or Corporate Officer(s)

 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;	
Class III & IV Malt & Vinous Only	\$ 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 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.

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.

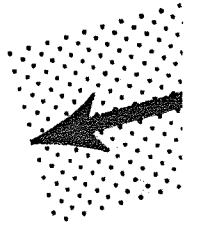
This application must be completed and signed by the Town or City and mailed to:
 Bureau of Alcoholic Beverages and Lottery Operations
 Division of Liquor Licensing and Enforcement
 8 State House Station, Augusta, ME 04333-0008 (Regular address)
 10 Water Street, Hallowell, ME 04347 (Overnight address)
 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: Damariscotta, Maine Lincoln
City/Town (County)

On: _____
Date



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

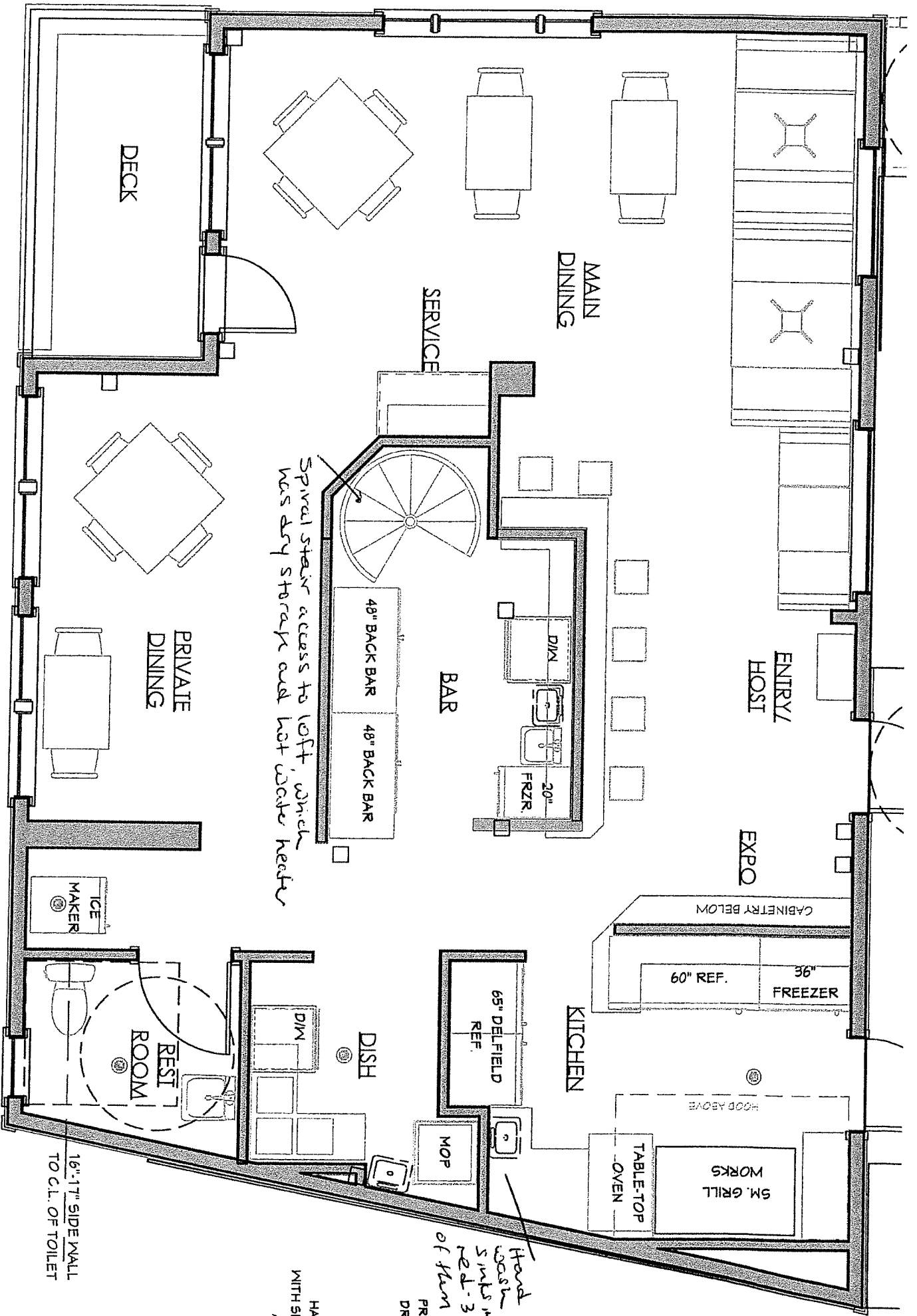
See attached architectural plan.
Dry storage located in 2nd floor loft, not visible on plan. Access for staff only via circular staircase located behind bar.

Operations

Division of Liquor Licensing and Enforcement
On Premise Application Rev. 12/2018 Replace 10/2018

Page 7 of 9

Corporate Information Required for



The Anne House

Scale: 1/4" = 1 ft.

HA WITH SI

Hand wash sink in rest room

16'-11" SIDE WALL TO C.L. OF TOILET

Spiral stair access to loft, which has dry storage and hot water heater



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.

1. Exact legal name: Damariscotta River House, LLC
2. Doing Business As, if any: River House
3. Date of filing with Secretary of State: 02/07/2019 State in which you are formed: Maine
4. If not a Maine business entity, date on which you were authorized to transact business in the State of Maine: _____
5. 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 %
Eleanor H. Kinney	333 Fogler Rd Bremen, ME 04551	12/19/67		100

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

6. 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: _____

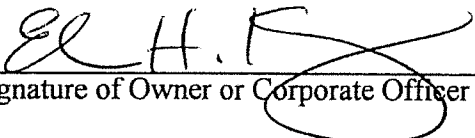
Offense: _____

Location of Conviction: _____

Disposition: _____

Signature:

PLEASE SIGN IN BLUE INK



Signature of Owner or Corporate Officer

03/20/19

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



STATE OF MAINE
DEPARTMENT OF ENVIRONMENTAL PROTECTION



JANET T. MILLS
GOVERNOR

GERALD D. REID
COMMISSIONER

March 15, 2019

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

Re: Public complaint regarding snow disposal.

Dear Matt,

As we discussed, yesterday morning I received an anonymous public complaint regarding alleged inappropriate disposal of snow at the Town's public boat landing disposal site. I arrived and saw the material that had been placed adjacent to the public boat landing ramp, one of the two locations authorized in your Permit (MEG210012).



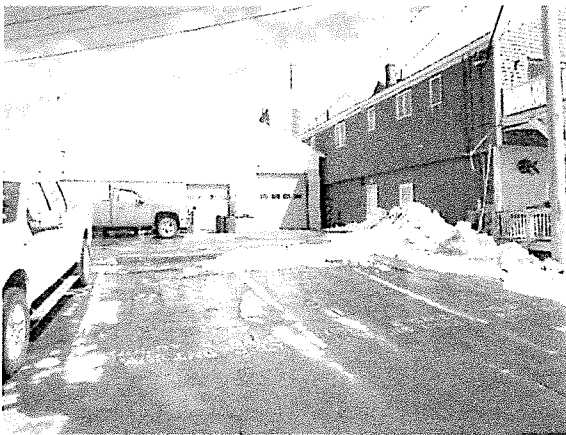
AUGUSTA
17 STATE HOUSE STATION
AUGUSTA, MAINE 04333 0017
(207) 287-7688 FAX: (207) 287-7826

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
1255 CENTRAL DRIVE, SKYWAY PARK
PRESQUE ISLE, MAINE 04769
(207) 764-0477 FAX: (207) 760-3143

The snow accumulation that was dumped came from the small back lot of the Colby & Gale Service Station.



Apparently snow is accumulated by the Station over time and (usually) disposed of periodically at an inland property owned by Colby & Gale. As there will be a tank removal/replacement occurring next week, yesterday they removed most of the accumulated snow, some of which may have been hauled inland, but some of which was disposed of at the landing. The snow at the landing was fairly dirty, but not more so than the snow at the other disposal site by the bridge; this year, any accumulated snow is pretty dirty, due to the need to address frequent icing conditions. There did not appear to be any accumulation of gasoline, diesel, or lubricants in the dumped snow, as far as I could see or smell.

The use of the Town snow dumpsite(s) is intended for the public rights-of-way that the Town manages. Additionally, it should be (relatively) free from contamination, and the permit indicates that snow being dumped should be removed within 72 hours of when the storm has ended to avoid accumulating contaminants. Colby & Gale site management indicated that they normally accumulate snow at this place on their lot, and dispose of it as necessary at an inland location nearby (Elm Street Plaza) that they own. It is OK for Colby & Gale to pile and acculate relatively uncontaminated snow on their own property, but they are not covered under the Town's Permit, so they may not use either of the Town's dump sites. Though I did not see any inappropriate fuel or lubricant staining or sheen at the time of my visit, fueling stations are prone to numerous minor (and occasional major) spillages, and snow from locations like this is what the Permit is attempting to *prevent* being released into the water.

I have seen your March 14 email to myself and Matt Poole, Daryl Fraser, and Hugh Priebe. I'll reiterate that the Town's snow dumping sites are for the Town's use only, and removal practices are to be in accordance with your Permit's Special Conditions E. NARRATIVE EFFLUENT LIMITATIONS and F. BEST MANAGEMENT PRACTICES FOR THE DISCHARGE OF WASTE SNOW.

If you have any questions, please contact me.

Sincerely,

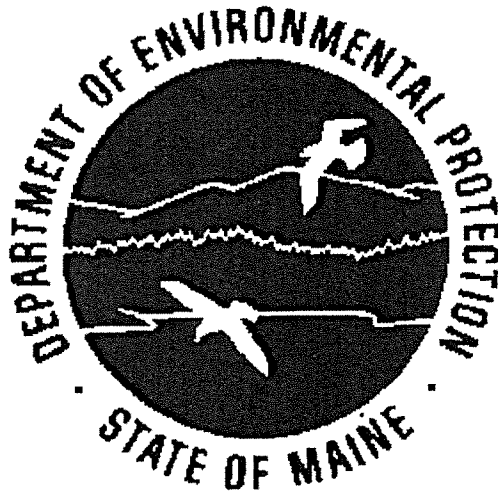
A handwritten signature in black ink, appearing to read "James R. Crowley". The signature is fluid and cursive, with a large loop at the end.

James R. Crowley
Compliance Supervisor, State Pretreatment Coordinator
Department of Environmental Protection
Division of Water Quality Management
207-287-8898
james.r.crowley@maine.gov

STATE OF MAINE
DEPARTMENT OF ENVIRONMENTAL PROTECTION

**General Permit – Discharge of Waste Snow to
Certain Estuarine or Marine Waters**

**Maine Pollutant Discharge Elimination System Permit
Maine Waste Discharge License**



Bureau of Water Quality
Maine Pollutant Discharge Elimination System (MEPDES) Permit
Waste Discharge License (WDL)

November 9, 2018
#MEG210000
#W009106-5Y-B-R

SPECIAL CONDITIONS

C. NOTIFICATION, DECISIONS AND EFFECTIVE TERM OF COVERAGE (cont'd)

6. **Transfers of ownership.** In the event that the person authorized to discharge under this General Permit transfers the responsibility to a new person, coverage under this General Permit may be transferred by the new person proposing to continue a discharge notifying the Department in writing, provided the new person proposing to continue a discharge proposes no significant changes in the facility or its operation. The notice must include documentation that the new person has: 1) the technical and financial capacity to comply with this General Permit; 2) title, right or interest in the facility; and 3) a *Certificate of Good Standing* or a statement signed by a corporate officer affirming that the corporation is in good standing, if applicable. Such notification must be made within two weeks of the transfer. If increases or significant changes in the discharge are proposed, a new NOI must be filed.
7. **Changed conditions.** In the event a person authorized to discharge under this General Permit proposes to make significant changes in the nature or scope of the operations of facilities described in a NOI previously approved, the authorized person must notify the Department as soon as becoming aware of and before implementing such changes. Based on its evaluation of the proposed changes, the Department may require the submittal of a new NOI or that an individual permit is obtained.

D. AUTHORIZED DISCHARGES

A person authorized to discharge under this General Permit is authorized to discharge: 1) only in accordance with the permittee's Notice of Intent; 2) only in accordance with the terms and conditions of this General Permit; and 3) only from the discrete discharge points identified in the approved NOI. Discharges of pollutants from any other point source are not authorized under this General Permit, and must be reported in accordance with Standard Condition D(1)(f), *Twenty-four hour reporting*, of this General Permit.

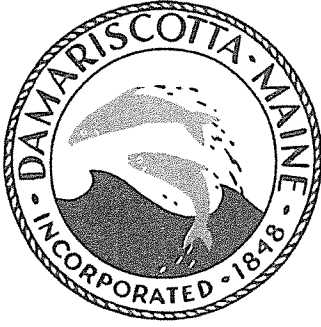
SPECIAL CONDITIONS

E. NARRATIVE EFFLUENT LIMITATIONS

1. The permittee must not discharge waste snow that results in a visible oil sheen or floating foam or solids at any time which would impair the usages designated for the classification of the receiving waters.
2. The permittee must not discharge waste snow that contains materials in concentrations or combinations which are hazardous or toxic to aquatic life, or which would impair the usages designated for the classification of the receiving waters.
3. The permittee must not discharge waste snow that causes visible discoloration, taste, toxicity, radioactivity, turbidity, or other properties in the receiving waters that causes those waters to be unsuitable for the designated uses and characteristics ascribed to their class.
4. The permittee must not discharge waste snow that lowers the quality of any classified body of water below such classification, or lowers the existing quality of any body of water if the existing quality is higher than the classification.
5. The permittee must not discharge waste snow that causes an obstruction to navigation based on criteria set forth at 33 CFR Part 245.5.
6. The permittee must not discharge waste snow that causes an accumulation of debris, litter or sand on an intertidal area that cause those waters to be unsuitable for the designated uses and characteristics ascribed to their class.

F. BEST MANAGEMENT PRACTICES FOR THE DISCHARGE OF WASTE SNOW

1. Only snow which is removed from the collection area within three (3) days following the end of a snow event may be discharged under this General Permit.
2. A litter removal program to minimize the presence of litter in the collection area prior to snow events or screening of snow prior to discharge must be employed.
3. The use of sand, salt, or sand/salt mixtures in areas from which snow is removed for discharge must be restricted, where appropriate, or consistent with application rates provided by the Maine Department of Transportation. See <http://www.maine.gov/mdot/csd/mlrc/technical/winterplowsand/index.htm>.



Town of Damariscotta

*Administrative Offices
21 School Street
Damariscotta, ME 04543
Telephone – 207-563-5168
Fax – 207-563-6862*

*Office Hours
9 am - 5 pm
except
Wed. – 1 pm - 6 pm*

Damariscotta Town Manager's Testimony Before the Committee on Taxation

on behalf of the Damariscotta Board of Selectmen,

March 27, 2019

The Town of Damariscotta Board of Selectmen is providing testimony today in support of legislation that would allow a municipality to implement a local sales tax if approved by referendum in that community.

Like many small towns in Maine, Damariscotta continually must deal with the need to provide basic municipal services and provide for the maintenance of aging public infrastructure. However, unlike most other small towns, Damariscotta must also provide an array of public safety and public works-related support services and facilities for many families and organizations that do not contribute towards the funding of these services.

The Town is one of 69 designated regional service centers, and may be the smallest municipality in the State that meets the criteria for that designation. While the Town's population is a modest 2,100, its businesses and non-profits provide employment, goods and services to an estimated 12,500 persons living in Bristol, South Bristol, Bremen, Newcastle, Nobleboro and several other communities. While citizens in the surrounding communities often acknowledge their dependence on Damariscotta, none of those communities have offered to help reduce the service center burden on Damariscotta taxpayers.

Within Damariscotta, there are many property tax-exempt facilities including Miles Hospital, the buildings and land owned by the regional land trusts, the regional YMCA, the regional primary school, the regional ambulance service, the regional library and more than two dozen other non-profit organizations. In addition, the Town's downtown area which draws thousands of visitors per year makes up only about 1/20 of the Town's assessed valuation. The cost of maintaining the facilities that support these valuable community services and commercial enterprises must borne by the Town's taxpayers. Certainly, it makes sense for these costs to be

shared by those living in adjacent communities and the thousands of visitors that visit our community each year. A local option sales tax, if approved by Damariscotta voters, would provide a more equitable cost sharing alternative.

The property tax rate for Damariscotta is currently 16.3 mils, 4.67 of which is spent for municipal services (i.e. excluding the Schools and County Assessment). It can be documented that well over approximately \$800,000 can be attributed to service center-related functions.

In comparison, during FY 2019, the Town will receive \$117,000 in revenue sharing from the State. Twenty percent of that figure, or \$23,400, consisted of the "Rev 2" component for higher tax communities. Based on the 2017 Total Taxable Sales reported by the Maine Revenue Service, Office of Tax Policy Division, a 1 percent local option sales tax in Damariscotta would generate slightly more than \$875,000.

The Board of Selectmen would use any and all sales tax revenues generated to reduce the Town's reliance on property tax. Keeping this in mind, the Board strongly supports LD 65 and LD 1110 which would allow the Town maximum flexibility in reducing the property tax burden. Although LD 156 limits the use of local option sales tax revenues to infrastructure, this bill is also acceptable to the Board. Please be aware that if a local sales tax option becomes a State law, Damariscotta would only hold a referendum after considerable amount of outreach to citizens and businesses. It has been the Board's practice to host multiple informal "community conversations" on important topics like this prior to scheduling the formal public hearings and Town votes.

Thank you for your time and consideration of this request.

Submitted on behalf of the Damariscotta Board of Selectman

By Matt Lutkus, Town Manager

**TOWN OF DAMARISCOTTA
WARRANT FOR TOWN MEETING
SECONDARY EDUCATION
FISCAL YEAR 2020
FOR PERIOD JULY 1, 2019 TO JUNE 30, 2020**

LINCOLN, SS

STATE OF MAINE

TO: JASON WARLICK, a Constable for the Town of Damariscotta in the County of Lincoln.

GREETINGS:

In the name of the State of Maine, you are hereby required to notify and warn the voters of the Town of Damariscotta, in said County qualified by law to vote in Town Affairs, to assemble at the Damariscotta Town Office, located at 21 School Street, in said Town, on Wednesday, the 17th day of April, A.D. 2019 at 5:30 P.M., then and there to act on Articles 1 through 16.

ARTICLE 1 To choose a Moderator to preside at said meeting.

ARTICLE 2 To see what sum the Town will be authorized to expend for Regular Instruction.

School Committee Recommends	\$1,010,397.40
Selectmen Recommend	\$1,010,397.40

ARTICLE 3 To see what sum the Town will be authorized to expend for Special Education.

School Committee Recommends	\$480,565.11
Selectmen Recommend	\$480,565.11

ARTICLE 4 To see what sum the Town will be authorized to expend for Career and Technical Education.

School Committee Recommends	\$200.00
Selectmen Recommend	\$200.00

ARTICLE 5 To see what sum the Town will be authorized to expend for Other Instruction.

School Committee Recommends	\$0
Selectmen Recommend	\$0

ARTICLE 6 To see what sum the Town will be authorized to expend for Student and Staff Support.

School Committee Recommends	\$2,195.17
Selectmen Recommend	\$2,195.17

ARTICLE 7 To see what sum the Town will be authorized to expend for System Administration.

School Committee Recommends	\$41,233.21
Selectmen Recommend	\$41,233.21

ARTICLE 8 To see what sum the Town will be authorized to expend for School Administration.

School Committee Recommends	\$0
Selectmen Recommend	\$0

ARTICLE 9 To see what sum the Town will be authorized to expend for Transportation and Buses.

School Committee Recommends	\$81,021.30
Selectmen Recommend	\$81,021.30

ARTICLE 10 To see what sum the Town will be authorized to expend for Facilities Maintenance.

School Committee Recommends	\$0
Selectmen Recommend	\$0

ARTICLE 11 To see what sum the Town will be authorized to expend for Debt Service and Other Commitments.

School Committee Recommends	\$0
Selectmen Recommend	\$0

ARTICLE 12 To see what sum the Town will be authorized to expend for All Other Expenditures.

School Committee Recommends	\$0
Selectmen Recommend	\$0

ARTICLE 13 SUMMARIZES THE PROPOSED SCHOOL BUDGET

ARTICLE 13 To see what sum the Town will authorize the school committee to expend for the fiscal year beginning July 1, 2019 and ending June 30, 2020 from the Town’s contribution to the total cost of funding public education from grade 9 to grade 12 as described in the Essential Programs and Services Funding Act, non-state-funded school construction projects, additional local funds for school purposes under the Maine Revised Statutes, Title 20-A, section 15690, unexpended balances, tuition receipts, state subsidy and other receipts for the support of schools.

School Committee Recommends	\$1,615,612.19
Selectmen Recommend	\$1,615,612.19

ARTICLES 13 THROUGH 15 RAISE FUNDS FOR THE PROPOSED SCHOOL BUDGET

School Budget Funding Explanation	
Article # 14 Required Local (EPS) Raise Amount	\$ 959,090.10
Article # 15 Additional Local Raise Amount	\$ 0.00
Total Local Funds Raised	\$ 959,090.10
Fund Beginning Balance	\$ 354,725.79
State Subsidy	\$ 301,796.30
Total School Budget Request	\$ 1,615,612.19

ARTICLE 14 To see what sum the Town will appropriate for the total cost of funding public education from grade 9 to grade 12 as described in the Essential Programs and Services Funding Act (**School Committee Recommends \$1,260,886.40**) and to see what sum the Town will raise as the Town’s contribution to the total cost of funding public education from grade 9 to grade 12 as described in the Essential Programs and Services Funding Act in accordance with the Maine Revised Statutes, Title 20-A, section 15688.

School Committee Recommends	\$959,090.10
Selectmen Recommends	\$959,090.10

Explanation: The Town’s contribution to the total cost of funding public education from grade 9 to grade 12 as described in the Essential Programs and Services Funding Act is the amount of money determined by state law to be the minimum amount that a municipality must raise in order to receive the full amount of state dollars. The difference between the “appropriate” amount and the “raise” amount is the amount of state subsidy.

ARTICLE 15 In addition to the statutorily allowed 5% transfer of funds between budget cost centers, shall the Damariscotta School Committee be allowed to transfer an additional 5% (for a total of 10%) between budget cost centers, as necessary, in the best interest of the Damariscotta School Department, provided that such transfers will not increase the total budget of the Damariscotta School Department?

School Committee Recommends Yes

Explanation: In the event of unexpected and unbudgeted expenditures in a given year, the School Committee has the statutory authority to transfer up to 5% from a cost center (regular instruction, special education, etc.) to a different cost center in order to cover the overage. If the overage is greater or requires funds from other cost centers that exceed the allowable 5%, a special town meeting must be called to allow the School Committee the authority to transfer funds from a cost center in excess of 5% of the cost center budget. This warrant article gives the School Committee authority to transfer up to 10% from within the budget to cover overages without asking for additional funds from the Town. This additional authority reduces the possibility of a special town meeting just to transfer funds.

ARTICLE 16 Shall the Damariscotta School Committee be authorized to expend such other sums as may be received from federal or state grants or programs or other sources during the fiscal year for education purposes provided that such grants, programs, or other sources do not require the expenditure of other funds not previously appropriated.

Given under our hands at said Damariscotta, Maine this ____ of April A.D., 2019.

Robin Mayer, Chairman

Ronn Orenstein

Amy Leshure

Mark Hagar

Louis F. Abbotoni

**Board of Selectmen
Damariscotta, Maine**

Attest:

Matthew J. Lutkus, Town Manager

AGREEMENT FOR PROFESSIONAL SERVICES
Bristol Road Sidewalk Project – WIN 19406.00

This is an agreement between the Town of Damariscotta (Client) and Hoyle, Tanner & Associates, Inc. (Consultant) for professional services for the Client's project which is generally described as the MaineDOT Bristol Road Sidewalk project (WIN: 19406.00) within the Town of Damariscotta. The Consultant's services under this agreement are generally described as follows: hourly services for on-site construction observation to document the contractor's performance of work and off-site administration.

The effective date of this Agreement is _____. Client and Consultant further agree as follows:

Article 1: Scope of Services

Consultant shall provide the services set forth in Exhibit A.

Article 2: Client's Responsibilities:

Client shall provide to Consultant all of Client's criteria and information as to requirements for the Project including objectives, constraints, performance requirements, and budgetary limitations.

Client shall provide Consultant with all information available to Client pertinent to Consultants work under this Agreement. Client shall assist Consultant as necessary to obtain available pertinent information from Federal, State or local offices or from other engineers or others who have previously worked for Client on matters affecting this Project. Client shall also make available all information Client may have relative to concealed, subsurface, soil, and other conditions that are not apparent from visual, non-invasive, and non-destructive observations of the applicable site.

It may be necessary for Consultant's personnel and/or subconsultants to enter areas of the Project property. Client shall arrange for and provide Consultant with access to such areas on a timely basis.

Client shall examine all documents prepared for the Project by Consultant; and at Client's option, obtain advice from legal counsel, insurance counsel, and other appropriate advisors, and advise Consultant of any opinion or recommendations resulting from said advice.

Client shall give prompt notice to Consultant whenever Client becomes aware of anything that would have a significant effect on the scope or timing of Consultant's services.

Client shall bear all costs related to compliance with this Article of this Agreement.

During the construction of the project it is recommended Client or his/her designated representative, other than Consultant, attend the following meetings: Pre-construction conference, construction progress meetings, and Project completion meetings.

Client shall advise Consultant of any safety or security programs which may be applicable to Consultant during Project site visits.

Client shall make decisions and perform other Client responsibilities in a timely manner so as not to delay Consultant's performance of services.

Client's responsibilities may include those agreed upon and identified in Exhibit A.

Article 3: Schedule

Consultant is authorized to begin providing services on the effective date of the Agreement. Consultant shall perform services in conformance with the schedule guided by and subject at all times to sound judgment and practice in accordance with law and professional ethics.

If the schedule changes or orderly progress of services is impaired through no fault of Consultant; the schedule for services shall be adjusted and compensation may be adjusted by amendment to this Agreement.

Services will be performed as expeditiously as is consistent with professional skill and care and the orderly progress of the Project. Notwithstanding anything to the contrary contained herein, Consultant shall not be deemed in default of this Agreement to the extent that any delay or failure in the performance of its obligations results from any cause beyond its reasonable control or without its negligence.

Article 4: Compensation and Payment for Services

Consultant shall charge for all services requested by Client and rendered by Consultant in connection with the Project in strict accordance with the conditions set forth in this Article of the Agreement.

The charges made by Consultant under this Article and the payment of said charges by Client shall constitute full compensation for all expenses incurred by Consultant in connection with the services rendered including F.I.C.A. taxes, Federal and State unemployment taxes, costs in connection with employees' benefits, office expenses, supplies, and equipment, the general costs of doing business, and Consultant's profit; and Subconsultants engaged by Consultant for the Project, if any.

Consultant's compensation for services and the method of compensation shall be as described in Exhibit C.

Consultant shall prepare and submit monthly invoices for payment for services completed under this Agreement.

Invoices shall comply with the MaineDOT Consultant General Conditions for invoices and will include all necessary back-up documentation and forms. Invoices will also provide the Town with all the necessary information needed to request reimbursement from MaineDOT as outlined in the MaineDOT LPA Manual, Section 1.5.

Invoices are due within thirty (30) days of receipt by Client.

If payments are not made on time, Consultant may suspend services under this Agreement, after giving Client seven (7) days notice, until payment is received by Consultant. Client waives any and all claims against Consultant due to such suspension of services and agrees to appropriate adjustments to the Project schedule and Consultant's schedule.

Client may withhold payment of a disputed invoice, however, Client must advise Consultant promptly of the reason for doing so and Client agrees to process and pay any portion of the invoice which is not in dispute. Client shall not withhold payments based on damages that Client has incurred or alleges that it has incurred unless Consultant has been adjudged liable for such damages and failed to compensate Client accordingly within 30 days of such determination.

Article 5: Standard of Care

The standard of care for all professional services performed or furnished by Consultant under this Agreement will be the skill and care used by members of Consultant's profession practicing under similar circumstances at the same time and in the same locality. Consultant makes no warranties, express or implied, under this Agreement or otherwise, in connection with Consultant's services.

Article 6: Construction Phase Services

It is understood that the Contractor, not Consultant, is responsible for the construction of the project, and that Consultant is not responsible for the acts or omissions of any Contractor, Subcontractor or material supplier; for safety precautions, programs or enforcement; or for construction means, methods, techniques, sequences and procedures employed by the Contractor.

Consultant, including the resident project representative does not assume any responsibility for the Contractor's failure to perform the construction in accordance with the Contract documents.

Site visits and detailed inspections by Consultant are intended to provide Client greater confidence that the completed work by the Contractor will conform to the Contract documents; while site visits are detailed inspections, they do not extend to every aspect of the Contractor's work.

Article 7: Insurance

Consultant procures and maintains insurance as set forth in Exhibit B. Consultant shall cause Client to be an additional insured on any applicable general liability insurance policy of the Consultant. Consultant shall provide Client reasonable notice of changes to any policy.

Client shall procure and maintain workers' compensation insurance, employer's liability insurance, general liability insurance, excess or umbrella liability and automobile liability insurance. Client shall cause Consultant and its subconsultants to be additional insureds on any general liability policies and as loss payees on any property insurance policies of Client applicable to the projects.

Client shall require Contractor to carry workers' compensation, general liability, property damage, motor vehicle damage and injuries and other insurances to protect Client and Consultant and

subconsultant; and Client shall require Contractor's policies to cover Consultant and its subconsultants as additional insureds.

Client may request Consultant and/or subconsultants provide and maintain additional insurance coverage, at the expense of client.

Article 8: Suspension and Termination

Client may terminate this Agreement with seven days prior written notice to Consultant for convenience or cause. Consultant may terminate this Agreement for cause with seven days prior written notice to Client. Failure of Client to make payments when due shall be cause for suspension of services or, ultimately, termination, unless and until Consultant has been paid in full all amounts due for services, expenses and other related charges.

Article 9: Indemnification and Limitation of Liability

To the fullest extent permitted by law, Consultant shall indemnify Client, its officers, directors, partners, employees, and representatives, from and against losses, damages, and judgments arising from claims by third parties, including reasonable attorneys' fees and expenses recoverable under applicable law, but only to the extent they are found to be caused by a negligent act, error, or omission of Consultant or Consultant's officers, directors, members, partners, agents, employees, or subconsultants in the performance of services under this Agreement.

To the fullest extent permitted by law, Client shall indemnify Consultant, its officers, directors, partners, employees, and representatives, from and against losses, damages, and judgments arising from claims by third parties, including reasonable attorneys' fees and expenses recoverable under applicable law, but only to the extent they are found to be caused by a negligent act, error, or omission of Client or Client's officers, directors, members, partners, agents, employees, or subconsultants in the performance of services under this Agreement.

Article 10: Dispute Resolution

Client and Consultant agree that they shall first submit any and all unsettled claims, counterclaims, disputes, and other matters in question between them arising out of or relating to this Agreement to mediation in accordance with the Construction Industry Mediation Rules of the American Arbitration Association, effective as of the date of this agreement.

Article 11: Controlling Law

This Agreement shall be governed by the laws of the State of Maine

Article 12: Successors and Assigns

Client and Consultant each binds itself, its partners, successors, executors, administrators and assigns, to the other party of the Agreement and to the partners, successors, executors, administrators and assigns, for such other party to all covenants of this Agreement.

Except as above, neither Client nor Consultant shall assign, sublet or transfer its interest in this Agreement without the written consent of the other party hereto.

Nothing in this paragraph shall prevent Consultant from employing such independent subconsultants as Consultant may deem appropriate to assist in the performance of the services of this Agreement.

Article 13: Severability

If any of the terms and conditions of this agreement are deemed unenforceable or invalid, in whole or in part, by judgment or order of a court, that shall not affect the remaining terms and conditions of the Agreement and they shall remain in full force and effect.

Article 14: Waiver of Provisions

Non-enforcement of any provision of this Agreement by Client or Consultant shall not constitute a waiver of that provision; and non-enforcement shall not prohibit subsequent enforcement of the provision or any other provision of the Agreement.

ACCEPTANCE

For Hoyle, Tanner & Associates, Inc.:

(Hoyle, Tanner Officer Name & Title)

(Date)

For Town of Damariscotta

PLEASE PROCEED WITH THE PROJECT AS INDICATED.

(Name)

(Date)

(Title)

EXHIBIT A
Scope of Services

Consultant will provide qualified Resident/Inspector to perform the following:

- 1) Consult with and act as the Client's representative as provided in the construction Contract under duties, responsibilities and authority of Engineer (herein Consultant) except as Consultant may otherwise agree.
- 2) Have authority to act on behalf of Client and all Client instructions to Contractor shall be through Consultant.
- 3) Provide or engage sub consultant to provide construction materials testing.
- 4) Coordinate and participate in a pre-construction meeting with Client and Contractor.
- 5) Review shop drawings and other submittals for conformance with the Contract documents and the design intent; and approve them or take other appropriate actions. Review and determine acceptability of "or equal" materials or equipment proposed by Contractor.

Review and approval of shop drawings does not extend to the means and methods of construction nor to safety precautions and programs of the Contractor.

- 6) Provide clarifications and interpretations of the Contract documents.
- 7) Consider and evaluate change orders and as appropriate recommend to Client and prepare change orders.
- 8) Inspections will include, but are not limited to,
 - a. Ensuring that the Contractor meets the contract requirements through direct inspections, performing acceptance tests, generating written documentation of the contractor's daily activities and documenting acceptance test results. All documentation and measurements will meet the requirements of MaineDOT found at the following website:
<https://www.maine.gov/mdot/contractors/publications/manuals/RecordKeepingManual2013.pdf>
 - b. Inspections will be daily and provide fulltime coverage of the contractor's work to ensure that the Contractor is following laws regarding Dig Safe, best practices for soil and sedimentation control, MUTDC regulations and ADA laws and all other necessary specifications and requirements. The inspections are to determine if the construction is proceeding in accordance with the Contract documents and are detailed inspections of the Contractors work.
- 9) The consultant resident shall be responsible for all construction administration and documentation as outlined in the MaineDOT LAP manual, Chapters 11 & 12.
- 10) Review applications for payment to Contractor and make recommendations to Client and assist Client with payment process.

**Exhibit B
INSURANCE**

Consultant has the following Insurance coverages:

a. Workers' Compensation and Employers' Liability	\$ 500,000	Each Accident
	\$ 500,000	Disease-Each Employee
	\$ 500,000	Disease-Policy Limit
b. General Liability Commercial Package	\$ 1,000,000	Each Occurrence
	\$ 2,000,000	General Aggregate
	\$ 2,000,000	Products- Comp/Op Agg
	\$ 1,000,000	Personal & Adv Injury
	\$ 10,000	Med Exp (any one person)
c. Umbrella	\$ 10,000,000	Each Occurrence
	\$ 10,000,000	Aggregate
e. Business Auto (Hired and Non-Owned)	\$ 1,000,000	Combined Single Limit Per Accident
f. Professional Liability	\$ 3,000,000	Per claim
	\$ 3,000,000	Annual Aggregate

EXHIBIT C
Compensation for Services

MaineDOT Class IV Resident Engineer Inspector - \$87.26 per hour

A total of 310 hours are estimated for this project.
(Construction - 6 weeks at 45 hours per week)
(Pre & Post Construction – 1 Week at 40 hours per week)

310 hours of Class IV Resident Engineer Inspector @ \$87.26 per hour = \$27,050.60

Mileage Rate: \$0.44 per mile.
Approximately 35 days of construction and meetings @ 100 miles per day = \$1,540.00
(7 weeks @ 5 days per week)

Additional Expenses: Billed at cost. (postage, copies, etc.)
Approximately \$50.00

Outside Consultants: Billed at cost. (Any potential material testing)
Approximately \$5,587.00

Estimated Amount for this Assignment: \$34,227.60

When 80% of the amount of this assignment is reached, the consultant must contact the Client to notify them and discuss whether a revision is necessary to cover any remaining work by the Client.

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

DRAFT

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

RE: Waterfront Parking Lot Improvements Final Design, Permitting and Bid Administration Services
Task Order No. 7

Dear Mr. Lutkus:

We appreciate the opportunity to submit this proposal for professional services to the Town of Damariscotta related to final design, permitting and bid administration services for improvements to the Town's waterfront parking lot property between Main Street, Water Street and the Damariscotta River.

Specific project items and goals that have been identified include:

- The Town has received approximately \$900,000 in local funding for initial phase reconstruction of the waterfront parking lot. The project is based on the 2012 Waterfront Parking Lot Improvements project (W-P # 12276) with the following modified goals identified by the Town since the previous design effort:
 - Reconstruction of the parking lot will be within the existing paved parking area boundaries along the Damariscotta River and Misery Gulch and existing parking spaces will be maintained and re-stripped by the Town. The previous design had expanded the parking lot further towards the river and gulch areas to improve parking space and access aisle widths to Town ordinance standards, and to improve grading and surface drainage of the parking lot. The parking lot layout, grading, drainage and utility designs will be re-designed to accommodate this change;
 - Improve surface drainage and replace deteriorating storm drainage structures along Water Street, from the parking lot entrance to Cross Street. This drainage will be handled through the reconstructed drainage system within the parking lot and discharged through existing parking lot outfall locations;
 - Add a new sidewalk segment from the parking lot access drive to Water Street. This sidewalk will be partially located on what is currently abutting private property. The Town intends to coordinate with this property owner for the necessary rights to construct the sidewalk;
 - Coordinate with the recently reconstructed parking lot abutting the project by Gallagher and Stein. Their parking lot was upgraded to meet USPS standards and the parking lot



project needs to be adjusted to these new conditions if their parking is to be maintained with access from the municipal parking lot. Their project is partially on Town property and the Town will coordinate with the abutter for all necessary approvals to maintain this relationship;

- Provide a bid alternate option for installation of a fuel line from Colby and Gale to the public boat launch. This line will be sized to allow for future fueling operations by boaters at the Town's floating dock system;
- Provide a water service line to the greenspace along the Damariscotta River for the Town's use in lawn irrigation;
- Construct a new pedestrian walkway with unit pavers along Taco Alley (between Main Street and the end of the parking spaces adjacent to the new public restroom facility.);
- Provide new greenspace between the parking lot and Misery Gulch by stabilizing the shoreline with heavy riprap slope replacement material above the highest annual tide level;
- Retainage of all park space along the Damariscotta River waterfront, including the existing grade transition from the parking lot for ADA access, the wooden guardrail, trees, benches and all other existing site amenities;
- Coordination of the project with replacement of private sewer service lines as a separately funded project supported by the Town and other participating abutters; and
- Re-design of the parking lot to accommodate the new public restroom facility.

Scope of Services

We propose the following Scope of Services for this project:

1. Permitting

- 1.1 Prepare and submit a Maine Department of Environmental Protection Natural Resources Protection Act Permit-By Rule; and
- 1.2 Prepare and submit a United States Army Corps of Engineers Category 2 State Program General Permit.

2. Final Design

- 2.1 Update 2012 plans and specifications to current contract document standards;
- 2.2 Perform one day of field survey to update the plans to include changes to the USPS parking spaces and the additional sidewalk and drainage portions of the project along Water Street;
- 2.3 Perform final utility coordination to apprise the utilities of the latest design and construction goals, and to confirm conduit sizing needs and locations to connect to future underground electric, CATV, DATA and fuel service systems;



- 2.4 Develop revised design plans, specifications and construction cost estimate for Town review; and
- 2.5 Incorporate Town review comments into final design plans, specifications and construction cost estimate.

3. Bid Administration

- 3.1 Prepare bid documents and administer the public bid process on behalf of the Town;
- 3.2 Distribute the bid materials to applicable plan holding agencies and prospective bidders;
- 3.3 Address any bidder requests for information and issue applicable bid addenda;
- 3.4 Attend a bid opening at the Damariscotta Town Office; and
- 3.5 Provide a summary letter of review of the bids to the Town.

Schedule

We are prepared to proceed with this initiative immediately upon authorization to proceed. We understand the Town desires to bid the project as soon as possible and for the construct effort to be substantially completed during the fall of 2019. It is our intent to be able to bid the project in April of 2019 assuming permitting efforts are successful in a timely manner.

Additional Services

Wright-Pierce will undertake Additional Services upon Client's request and authorization.

Responsibilities of the Town

The Town will be responsible for the following:

- Applications and fees for any local permits required for this project;
- Providing meeting facilities for the bid opening; and
- Obtaining all necessary rights / easements to construct the project.

Fee

Based on the Scope of Services presented above, we propose to undertake this project on a time charge basis with not-to-exceed fees of **\$20,025** for the above-described Tasks as follows:

Thank you for asking Wright-Pierce to assist with this task order for the Town of Damariscotta. In the event you have any questions or comments regarding the above scope of services, schedule, or fee please do not hesitate to contact us.

Mr. Matt Lutkus, Town Manager
March 11, 2019
Page 4



Very truly yours,

WRIGHT-PIERCE

Travis J. Pryor, RLA,
Project Manager

Accepted this _____ day of _____, 2019

OWNER:

WRIGHT-PIERCE:

By _____
Authorized Representative

By _____
Jonathan C. Edgerton, PE

Title _____

Title Senior Vice President

Cemetery Deed

KNOW ALL MEN BY THESE PRESENTS that the Town of Damariscotta, in the County of Lincoln and the State of Maine, a municipal corporation organized and existing under the laws of the said State, in consideration of the sum of three hundred dollars (\$300.00) paid by **Allen J. Corson and Yuan Yuan Wu Corson**, in the state of Maine, does hereby transfer and convey unto the said **Allen J. Corson and Yuan Yuan Wu Corson** and his/her assigns, a certain lot of land in **Hillside Cemetery** in said Town of Damariscotta, said lot(s) being numbered **#1087 (Annex 2)** as shown on the plan of the cemetery on file with the Trustees of said cemetery.

TO HAVE AND TO HOLD the same unto the grantee(s) and assigns forever:

ON CONDITION that the same shall be used and improved only as and for a burial lot for the human dead; that no permanent markers shall be erected above the surface of the ground (this does not apply to monuments); no shrubbery or trees shall be planted on the lot; the lot shall not be mounted or terraced, grade to be maintained on level with the rest of area; that it shall not be sold or transferred without leave had and obtained in writing from the trustees of said cemetery; that the owners and possessors thereof shall always be subject to such regulations and orders as are or shall be made for the use and improvement of said cemetery.

And the said Town of Damariscotta covenants to and with the **Allen J. Corson and Yuan Yuan Wu Corson** and his/her assigns that it is lawfully seized in fee of the aforesaid premises, that the granted premises are free from all encumbrances, that it has good right to sell and convey the same to the said **Allen J. Corson and Yuan Yuan Wu Corson** and his/her assigns forever.

IN TESTIMONY WHEREOF, the Town of Damariscotta has caused these present to be signed and sealed by its Selectmen, thereunto duly authorized this **3rd day of April, 2019**.

The Town of Damariscotta

Roberta Mayer

Ronn Orenstein

Louis F Abbotoni

Mark Hagar

Amy Leshure

State of Maine

County of Lincoln

Then personally appeared the above named Selectmen of the Town of Damariscotta and acknowledge the foregoing instrument to be their free act and deed in their said capacity and the free act and deed of said Town on April 3, 2019.

Before me, _____
Notary Public

Cemetery Perpetual Care & Maintenance

THE TOWN OF DAMARISCOTTA, in the County of Lincoln and State of Maine, has received from **Allen J. Corson and Yuan Yuan Wu Corson**, in the State of Maine the sum of two hundred dollars (\$200.00.), and said sum has been accepted by said town, to be held in trust, the income thereof to be used for the perpetual care and maintenance of cemetery lot number(s) **1087 (Annex 2)** in the **Hillside Cemetery**; provided however, that should any part of said income remain unexpended, after the reasonable and proper care of said lot, it shall be used for the general care and maintenance of **Hillside Cemetery**.

Dated at Damariscotta, Maine this 3rd day of April, 2019.

Roberta Mayer

Ronn Orenstein

Louis F Abbotoni

Mark Hagar

Amy Leshure

The Town of Damariscotta

State of Maine

County of Lincoln

Then personally appeared the above named Selectmen of the Town of Damariscotta and acknowledge the foregoing instrument to be their free act and deed in their said capacity and the free act and deed of said Town on April 3, 2019.

Before me, _____
Notary Public