

**Agenda**  
**Board of Selectmen's Meeting**  
**Town of Damariscotta, Maine**  
**June 3, 2020; 5:30 PM**

(Meeting to be held via electronic media. Contact [mlutkus@damariscottame.com](mailto:mlutkus@damariscottame.com) for link to participate)

**I. Pledge of Allegiance**

**II. Public Hearing**

1. Request for Extension of Liquor License from Y-Knot Underground

**III. Call to Order**

**IV. Official Action On Public Hearing Item**

1. Request for Extension of Liquor License from Y-Knot

**V. Minutes**

1. May 20 Meeting

**VI. Financial Reports (to be emailed to Board members)**

1. Payroll Warrant
2. Accounts Payable Warrant

**VII. Presentations**

Downtown Businesses' Ideas on Community-wide Reopening Plans

**VIII. Citizen Comments and General Correspondence**

1. Thank you letters from Provider Agencies
2. Letter from Mrs. Lambert regarding concerns about drainage from Bristol Road

**IX. Town Manager Items**

1. Introduction of Management Intern
2. Review of Covid-19 Related Matters:
  - i. Town Office Reopening Plan
  - ii. Other
3. Tax Increment Financing District Update
4. Waterfront Improvement Project Update
5. Bristol Road Sidewalk Project Update
6. Joint RFP with Town of Bristol for Paving Work
7. Church Street Culvert
8. Shellfish Resiliency Study Update

**X. Official Action Items**

1. Bid Administrative Service Contract – Vine Street (tabled until June 17 Board Meeting)
2. LED Street Light Conversion/Municipal Ownership Professional Services Agreement
3. Request for Proposals- Waterfront Improvement Project Engineering Services
4. Advertisement for Bids Preparation/Construction Management Contract- Municipal Parking Lot Sanitary Sewer Service Lines
5. Date for Town Fireworks Display
6. Date for Public Hearing for Adult-Use Marijuana Retail Establishment

**XI. Selectmen's Discussion Items**

**XII. Adjournment**

**TOWN MANAGER'S NOTES  
BOARD OF SELECTMEN'S MEETING  
June 3, 2020**

**Note: Public access to this meeting will be provided through electronic media via Zoom. As part of the Town's COVID-19 health safety precautions, only the members of the Board of Selectmen and the Town Manager will be present in the Town Hall Board Room.**

**Public Hearing and Action On Public Hearing Items:**

1. **Request for Extension of Liquor License from Y-Knot** – The Y-Knot Restaurant located at 590 Main Street has submitted the attached application to extend the area in which liquor can be served to an area just outside of their building. In accordance with Board policy, liquor license amendments require a public hearing and Board approval. The Police Department has reviewed the application and its records of police activity in the area and found no alcohol-related violations.  
**Recommended Action: Approve the “Request for Extension of License on Premise” for the Y-Knot Underground, LLC**

**Presentations:** Lisa Hagen from the Chamber of Commerce will give a presentation on the results of a survey of businesses on the question of whether to have an open-air market or other reopening activities after the COVID-19-related closures.

**Town Manager Items:**

1. **Introduction of Management Intern-** The Town's Management Intern, Eric Hall, a 2020 graduate of Bowdoin College, began working for the Town on May 26. Eric applied for the internship through the Margaret Chase Institute. He has a keen interest in learning more about local government management to determine whether this could be a career option. One of his initial assignments is researching the ways in which Maine municipalities have used service charges to offset the cost of providing local public services to property tax exempt organizations. He is also preparing draft narratives on various topics that could be added to the Town's website. Eric will be in attendance at Wednesday's meeting via Zoom.
2. **Review of Covid-19 Related Matters** (verbal)
3. **Tax Increment Financing District Update** – This past week, I received the attached formal notification that the Town's application for a Tax Increment Financing District for the 435 Main Development (Camden Bank Plaza) and two adjacent properties had been approved. This is excellent news in that the Town now will have a secure source of funds to match State and Federal Grants to begin the construction of a sidewalk and bikeway from the Coastal Marketplace to Great Salt Bay School. The next step will be for the Town to submit a grant application to the State's Bicycle and Pedestrian Program. Projects awarded under this program are funded at 50% with a \$400,000 maximum in grant funds. There is currently a minimum three-year delay from when applications are

approved to when funds are available for specific projects. The next deadline for submitting an application will be in August.

- 4. Waterfront Improvement Update-** Because of issues with the Bristol Road sidewalk project this past week, I have not had time to follow up on a number of key items related to the EDA Grant Award.

The Waterfront Improvement Project Committee met via Zoom on May 21 to review the draft Request for Proposals for Engineering Services. The Committee wants to ensure that the storm resiliency improvements being made as part the grant funded project will protect the businesses adjacent to the parking lot for several decades.

In addition to the items that are shown under the Official Action portion of the agenda, Wright-Pierce continues to work on updates to the restroom advertisement for bids.

- 5. Bristol Road Sidewalk and Drainage Project Update –** The relationship between the Town and the contractor during the later stages of this project. has been more contentious than all of us had hoped for. I have been pleased with the overall work quality and the very good rapport that the contractor has had with residents. However, there have been some delays due to the failure of the base gravel during onsite tests conducted by the Maine Department of Transportation (MDOT). The gravel is currently being replaced by the contractor and the project completion deadline remains as June 13. I admit that I cannot speak for the Board, but this controversy has been a disappointment for me.

Citizens can be assured that the Town will have a high-quality project when the work is completed this month. We have had a great working relationship with the Maine DOT throughout the construction phase of the project as well as excellent oversight and inspection services by the Town's contracted onsite resident Brian Mousseau.

- 6. Joint RFP with the Town of Bristol for Paving Work (verbal)**
- 7. Church Street Culvert (verbal)**
- 8. Update on Broad Reach Foundation Shellfish Resource Resiliency Study (verbal)**

#### **Official Action Items:**

- 1. Bid Administrative Service Contract – Vine Street (tabled until June 17 Board Meeting)**
- 2. LED Street Light Conversion/Municipal Ownership Professional Services Agreement** -At your May 20 meeting, the Board approved moving forward on a contract with RealTerm Energy for assistance with the acquisition of the Town's street lights from

Central Maine Power and the conversion of these street light fixtures to LED. The next steps in the municipal ownership/conversion process are the comprehensive assessment of the existing street light inventory, the selection of equipment and an installer, the design of the system and, if the Town wants to continue to move forward, the transfer of ownership of the fixtures to the Town. I am also working to set up a virtual meeting so that members of the public can learn directly from the contractor was is planned.

The attached Professional Services Agreement commits the Town and RealTerm to these next steps. The Select Boards for both Bristol and Newcastle have already approved the agreements with RealTerm for their towns. The cost to Damariscotta for these services will be \$3,000. This expenditure will require a transfer from the Town's contingency account since the budget expenditure was not included in the FY 2020 Budget. The Contingency account balance currently stands at \$13,990.

- 3. Request for Proposals- Waterfront Improvement Project Engineering Services** -Bob Faunce and George Parker have done an outstanding job of drafting attached request for proposals (RFP) for engineering firms interested in the Waterfront Improvement Project. In a nutshell, the contract specifications that will be developed through this process will incorporate plans and specifications for flood resiliency into the waterfront improvement project specifications that were previously prepared by Wright-Pierce. The current draft reflects much of the input provided by members of the Waterfront Improvement Committee. The draft has also received preliminary approval by EDA.

The only change that I am asking the Board to approve in the Charter requirements for bids is the required sentence that states "the Board of Selectmen reserves the right to accept or reject any or all bids". The EDA will want to have the final say on the acceptance of any proposal so this wording should be amended by adding "although any bid that it is accepted must also be approved by the Economic Development Administration".

The RFP will need to be approved in its final form by the EDA so I am asking the Board to approve the document in substantially the same form as the attached draft. Town staff have identified a number of websites where the RFP will be posted in addition to paid notices in the Lincoln County News and the Portland Press Herald.

The Board will find the details of the request including the proposed timeline the attached draft.

**Recommended Action: Approve a request for proposals for Waterfront Improvement Project Engineering Services and waive Town Charter bid guidelines related to language required in the bid advertisements.**

- 4. Advertisement for Bids Preparation/Construction Management Contract- Municipal Parking Lot Sanitary Sewer Service Lines** -Another aspect of the Waterfront Improvement project is the replacement of sanitary sewer service lines that extend under the parking lot. Wright-Pierce previously included the replacement of these antiquated lines in their specifications for the larger parking lot reconstruction project.

After receiving the EDA grant award, Town staff and Wright-Pierce reviewed the timing for this element the project schedule. The conclusion was that it would be best to complete the sanitary sewer line improvements ahead of the balance of the projects. This approach will reduce the complexity of the larger project and will allow the project to proceed yet this season when the need for public parking is much less than normal. The downside is that when the work is done on the waterfront parking lot and drainage project, some modifications such as manhole extensions may be required.

I am recommending that that Board approve the agreement with Wright-Pierce because of their prior history and familiarity with the project. Because the Town would not be going through the EDA competitive bid process, this engineering and construction oversight work would not be eligible for grant funding even though the construction work itself will be paid with grant/town funds.

**Recommended Action: Waive Town Charter Bid Guidelines and approve the attached negotiated task order with Wright-Pierce for preparation of the advertisement for bids and construction oversight for the replacement of sanitary sewer service lines below the Municipal Parking Lot for a total amount not to exceed \$34, 700.**

- 5. Date for Town Fireworks Display-** I have had a number of conversations with Chris Roberts who has for quite a few years has conducted the fund-raising, contracted with the fireworks company and handled the myriad other details for the Fourth of July Fireworks displays and Independence Day daytime events. Although Chris has done all of the legwork and the event is almost entirely subsidized by local businesses, it is a Town-sponsored event. It is the Board's decision on whether to postpone the event as a result of the COVID-19 pandemic and the crowd size restrictions that have resulted.

The Board could decide to have the fireworks on July 4 and encourage viewers to watch the display from their vehicles or at sites where fewer than 50 people gather and where social distancing can occur. The fireworks firm has indicated that the display can be held on other dates of the Town's choosing. Chris and I believe that either the Saturdays or Sundays of Labor Day or Columbus Day weekends might be good alternative dates. Because of the limited opportunities for fund-raising, the daytime activities including the performance by a live band, will not take place regardless of the date that is selected.

**Recommended Action: The Board needs to select a date for the annual fireworks display.**

- 6. Date for Public Hearing for Adult-Use Marijuana Retail Establishment-** A public hearing on the site plan application for Coastal Cannabis adult use retail sales is on the Planning Board's meeting agenda for this evening. If this is approved, the next step will be for the Board of Selectmen to hold a public hearing and make a decision on the retail sales application.

**Recommendation Action: (Contingent on the Planning Board's favorable action) set the date for the public hearing on the application submitted by David Page for an adult-use marijuana retail establishment.**

Division of Liquor Licensing & Enforcement  
 8 State House Station, Augusta, ME 04333-0008 (Regular Mail)  
 10 Water Street, Hallowell, ME 04347 (Overnight Mail)  
 Telephone (207) 624-7220 Fax: (207) 287-3434  
 Email Inquiries:



**REQUEST FOR EXTENSION OF LICENSE ON PREMISE**

Legal Name: Y Knot Underground LLC License Number: RES-2019-12196  
 DBA Name: Y Knot Underground LLC Expiration Date: 10-10-2020  
 Physical Address: 590 Main St Suite #3 City, State, Zip Danville Maine 04543  
 Mailing address: 62 Lynch Rd. Newcastle Me 04553  
 Phone: 207-563-7775 Fax: \_\_\_\_\_ Email address: yknotfood@icloud.com

Name, address, telephone number of Property Owner (if property is rented or leased, need copy of rental agreement / lease):

William Coppola - You have copy of lease on file  
 Temporary  Permanent  Inside  Outside  Live Entertainment: Yes  No   
 Start Date: 6/1/20 End Date (if applicable): \_\_\_\_\_  
 Reason for this request: CO-Vid - limited inside seating

This request for an extension of service area for on premise license location MUST have Town / County Commission approval and MUST have a diagram submitted with this form.

**Outdoor Restrictions:**

There must be a stanchion or fence completely enclosing the area. Signs must be posted, stating "no alcohol beyond this point". There must be sufficient employees at the extension of premise, which would be able to control and monitor the area.

Carol L. Heaberlin  
 Signature of Owner / Corporate Officer

\_\_\_\_\_  
 Printed Name of Owner / Corporate Officer

**For Municipal Approval Only**

**TO STATE OF MAINE MUNICIPAL OFFICERS & COUNTY COMMISSIONERS:**

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

Dated at: \_\_\_\_\_, Maine \_\_\_\_\_  
 City/Town (County)

On: \_\_\_\_\_  
 Date

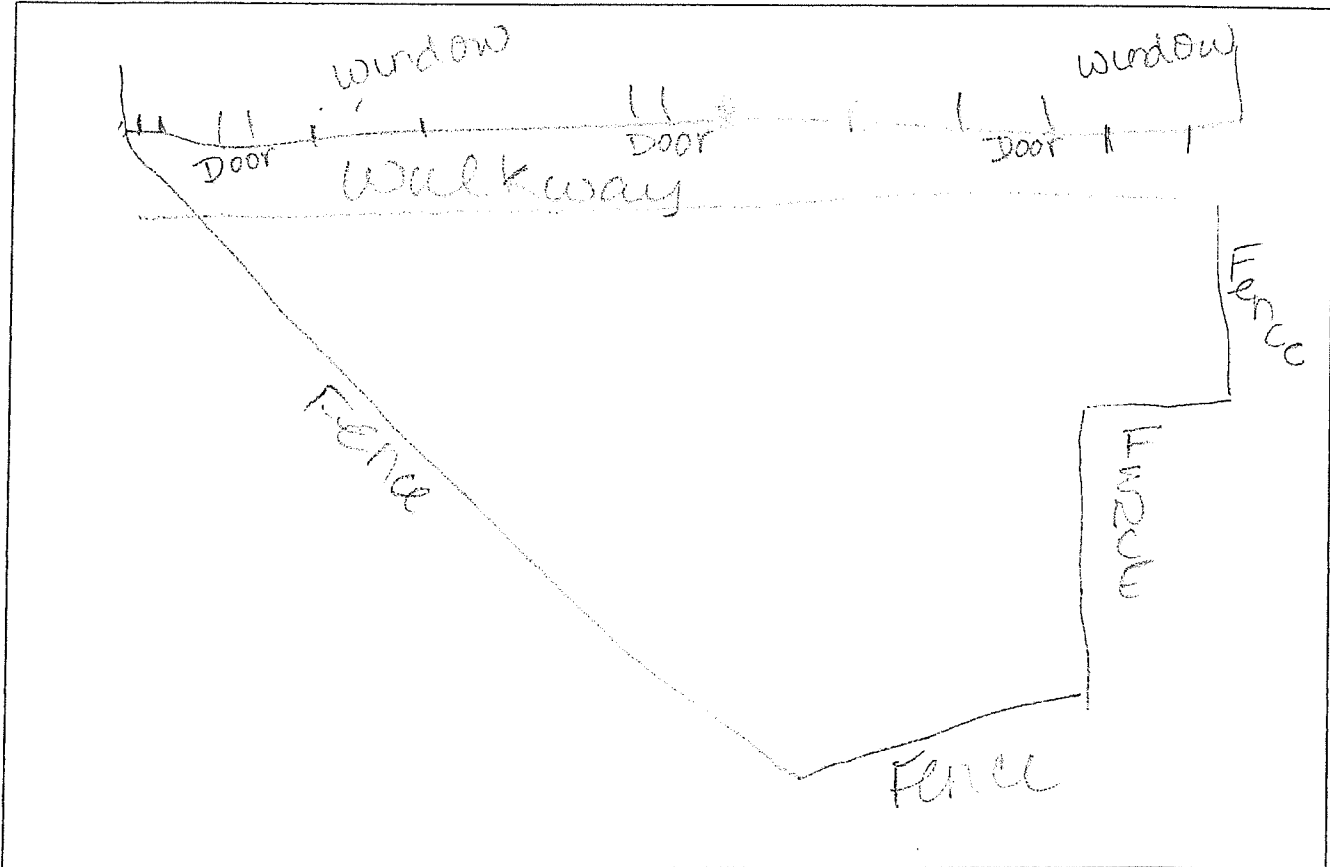
The undersigned being:  Municipal Offices  County Commissioners of the  
 City  Town  Plantation  Unincorporated Place of: \_\_\_\_\_, Maine

Signature of Officials	Printed Name	Title

RECEIVED MAY 18 2020 TDD:R/S

## EXTENSION AREA PREMISE DIAGRAM

In an effort to clearly define your extension please draw a diagram below that will include the area you want for a temporary / permanent license premise. Diagrams should be submitted on this form and should be as accurate as possible. Be sure to label the areas of your diagram including methods of monitoring and containment of certain area which you are requesting approval from the Division for liquor consumption.



### For Office Use Only:

Date Filed: \_\_\_\_\_ Date Issued: \_\_\_\_\_ Issued By: \_\_\_\_\_

Approved       Not Approved

### Subchapter 1: GENERAL CONDITIONS

#### §1051. LICENSES GENERALLY

**3. Liquor not to be consumed elsewhere.** Except as provided in paragraphs A and B and in section 1207, no licensee for the sale of liquor to be consumed on the premises where sold may personally or by an agent or employee, sell, give, furnish or deliver any liquor to be consumed elsewhere than upon the licensed premises. The service and consumption of liquor must be limited to areas that are clearly defined and approved in the application process by the bureau as appropriate for the consumption of liquor. Outside areas must be controlled by barriers and by signs prohibiting consumption beyond the barriers.



*Damariscotta Police Department*  
*Chief Jason Warlick*



*21 School Street*  
*Damariscotta, Maine 04543*  
*(207)563-1909 (207) 563-3200 fax (207) 563-8986*  
*email: jwarlick@damariscottame.com*

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**TOGETHER WE MAKE A DIFFERENCE**

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May 19, 2020

Board of Selectman  
Town of Damariscotta  
21 School Street  
Damariscotta, Maine 04543

Re: Y-Knot Underground

To the Board of Selectman:

As requested, I had my staff research our records for any police complaints or contacts involving Y-Knot Underground located at 590 Main St. In the time period of September 1, 2019 to May 19, 2020 year this department has responded to that location as follows (See Attached Information):

- \*2 Property Check
- \*1 Criminal Mischief
- \*1 Smell of Smoke investigation w/FD

To our knowledge, none of these calls involved the serving of alcohol at Y-Knot Underground.  
Please do not hesitate to contact me if you have further concerns or questions regarding this information.

Please do not hesitate to contact me if you have further concerns or questions regarding this information.

Sincerely,

A handwritten signature in black ink, appearing to read "Jason Warlick", with a long horizontal line extending to the right.

Chief Jason Warlick  
Damariscotta Police Department

Lincoln County Sheriff's Office

Site Analysis

09/01/2019 to 05/19/2020 (0000 - 2359 only)

Jurisdiction: Damariscotta (200)

Site(s) : 392

Page: 1

Printed: 05/19/2020

Reason	<u>Calls</u>	<u>Unfounded</u>	<u>Incidents</u>	<u>Accidents</u>	<u>Arrests</u>	<u>Interviews</u>	<u>EMS</u>	<u>Fire</u>
Y-KNOT UNDERGROUND								
PROPERTTY CHECK	2	0	0	0	0	0	0	0
CRIMINAL MISCHIEF	1	0	1	0	0	0	0	0
FIRE, OTHER	1	0	0	0	0	0	0	0
Sub Total >	4	0	1	0	0	0	0	0
Totals >	<u>4</u>	<u>0</u>	<u>1</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>

RECEIVED MAY 13 2020



Working to end domestic violence, dating violence, and stalking.

P.O. Box A / Rockland, ME 04841-0733 / Ph 1-800-522-3304 or 207-594-2128 / F 207-594-0811  
E newhope@newhopeforwomen.org / W www.newhopeforwomen.org

May 9, 2020

21 School Street  
Damariscotta, Maine 04543

*Thank you for your support.*

Dear Town of/City of Damariscotta,

Greetings from New Hope for Women, Midcoast Maine's only domestic violence resource center serving Sagadahoc, Lincoln, Knox and Waldo Counties. We hope that you are well and safe in these unusual times!

As our agency considers the impact of COVID-19, we recognize that it directly effects community budgets. We would therefore like to take this opportunity to update you on our efforts, to thank you for your support, and to ask that you maintain your commitment to New Hope for Women during these uncertain times.

As you might imagine, mandated isolation is challenging for our clients, many of whom are effectively imprisoned with their abusers. The pandemic has added more stress including job loss, additional child care responsibilities and reduced access to court to seek protection from abuse orders. This adds up to what can be a very confusing and dangerous time.

New Hope for Women's approach to working with victims is therefore both flexible and dynamic. The agency remains fully operational with the following adaptations to care for the health and safety needs of both clients and staff. We are currently:

- Working closely with the district attorney's office and court systems to ensure the support needed to complete protection from abuse and harassment orders
- Partnering with area inns and hotels to secure shelter for victims
- Increasing answering service use to 100% (as opposed to overnights and weekends only) while staff cannot be in the office. This ensures 24/7 remote access to an advocate.
- Adding a new chat service that allows clients to access services through a second and perhaps safer means when abusers may be living with them.
- Implementing a Matching Challenge Campaign with area banks to ensure community awareness and to allow communities to support our work.

New Hope for Women is still here and will continue to be a strong and active presence in our four-county catchment area. That said, the agency counts on municipal support to meet our annual operating budget and to provide critical matching funds required to receive Federal awards. Your support is therefore more important than ever.

With sincere thanks,

Joan LeMole, Development Director (Please note email: [jlemole@newhopeforwomen](mailto:jlemole@newhopeforwomen))

*Friends of Town of Damariscotta -*

*We send you our sincere  
gratitude for your generosity  
to Coastal Kids Preschool.*

*Your donations and support  
over the years to the school's  
mission are much appreciated.*

*Sincerely,  
John Bristow*

*CKP Board*

26 May 2020

There is a difference between survival and sustainability. The difference is donors like you. Without your financial support, we would not have entered the COVID-19 pandemic period as a viable and vibrant private, nonprofit preschool serving young children and their families regardless of income or ability. Nor, would we be poised to reopen with cautious optimism to meet the many challenges that we shall surely encounter.

In accordance with Maine Department of Education guidelines, we temporarily closed the school to safeguard the health of our students and staff on March 15, 2020, and extended that closure on April 9th through the end of the academic year. We are excited to announce that we plan to reopen on June 29th unless otherwise directed not to do so. This is the new normal. It's simply going to be uncertain and unpredictable. We are immensely grateful that your steadfast support is not. Many thanks.

61 Bristol Road  
Damariscotta, ME 04543  
May 30, 2020

State of Maine DOT  
16 State House Station  
Augusta ME 04333-0016  
Attn: Lorrinda J. Connelly, Chief Negotiator

RE: DAMARISCOTTA 019406.00 PCL 10

Dear Ms. Connelly,

Enclosed are copies of correspondence re the above. On May 21 I met with Matt Lutkus, Town Mgr., Seth Hagar and Brian. Seth told me they were not going to repair my drive- There was no money, although it was always to be part of the Bristol Road (Rte. 129) and sidewalk project. A catch basin and grid have already been placed on the driveway. My friends suggested "Seek Counsel"; "Arbitration"; "Escrow property taxes". More stress-surely we can do better.

Perhaps we could consider this: DOT has already placed the grid, etc. and have to black top that portion – if that is topped to the front corner of the house, leaving a 12'-14' of very damaged drive which, with their equipment could be removed, erosion filled with good soil and leveled as it was original, I would work with that as a solution, and DOT would have what they need – I cannot use the drive safely as it is.

Or: - Town and State could share the cost and fulfil their promises to me.

I hope this will be considered and I do thank you for your interest and help.

Very respectfully yours,

Patricia Lambert

cc: Robin Mayer, Pres. Select Board  
Matt Lutkus, Town Mgr. ✓  
Seth Hagar

*Matt - you probably know all this  
but it may help in discussing  
it with Mr Hagar.*

*Thanks <sup>for</sup> your help-*

*Pat Lambert*

# Send Result Report



MFP

TASKalfa 4551ci

Firmware Version 2N4\_2000.003.032 2014.01.16

06/03/2016 15:09  
[2N4\_1000.002.001] [2N4\_1100.001.002] [2N4\_7000.003.032]

Job No.: 034447

Total Time: 0°00'42"

Page: 002

## Complete

Document: doc03444720160603150806

### TOWN OF DAMARISCOTTA ROAD COMPLAINT

Date: 6-3-16

Taken by: Nichole Cameron

Time: 2:55 PM

Person with complaint information PATRICIA LAMBERT

Location 61 BRISTOL RD

Phone# 563-7544

Complaint: COLLAPSED, DAMAGED CULVERT UNDER

No.	Date and Time	Destination	Times	Type	Result	Resolution/ECH
001	06/03/16 15:08	8827692	0°00'42"	FAX	OK	200x100 Normal/On

*127th Legislature*  
*Senate of*  
*Maine*  
*Senate District 13*

*Senator Christopher Johnson*  
*3 State House Station*  
*Augusta, ME 04333-0003*  
*(207) 287-1515*

*3230 Turner Ridge Road*  
*Somerville, ME 04348*  
*Home (207) 549-3358*

September 12, 2016

Andrea Glidden  
MDOT Manager  
Region 2  
66 Industrial Drive  
Augusta, ME 04330

Dear Andrea,

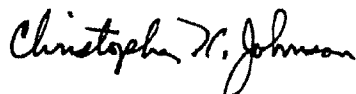
As a follow up to Pat Lambert's letter and situation with her culvert at 61 Bristol Road in Damariscotta, I am asking for MDOT to clarify the commitment for fixing and making a permanent correction to the faulty culvert.

It has been several years for Ms. Lambert dealing with a changing guard of DOT staff on this issue, and changes of plans for when and how DOT will make repairs before she need no longer worry about subsidence or a cave-in of her driveway. I understand that DOT is now planning to re-route the storm drain system to no longer cross her property and fill in the culvert under her driveway in conjunction with the road and sidewalk project in 2017. Can DOT provide assurance of two things:

- 1) That until the road storm drain system is relocated away from her property DOT is responsible for timely repairs to her driveway in a timely manner if it should exhibit settling or cave-in reasonable attributable to the failed culvert under it.
- 2) That the re-routing and repair will in fact be performed in 2017.

Any further information you can provide that would give Ms. Lambert assurance she need not be burdened with worry about whether her driveway will remain safely usable by her and that repairs will not be further delayed would be much appreciated. Please do not hesitate to contact me if I may be of any help.

Sincerely,



Chris Johnson  
State Senator

cc: Pat Lambert

61 Bristol Road  
Damariscotta, ME 04543  
Feb. 5, 2018

Mr. Michael Devin  
State Representative, Dist. 90  
No 2 State House  
Augusta, ME 04333

Dear Mr. Devin:

Re: D.O.T. and 61 Bristol Road

This will confirm my phone call to you that on Friday, Feb. 2, Andrea Glidden, D.O.T., and her aide, Randy, came to tell me the work on my driveway would not be done until Spring 2019. Driveway would be torn up, culverts removed there and from trench going to Day's Cove; new culverts installed; rebuild and repave driveway to original condition; also fill trench and restore to original condition. Not clear why work cannot be done till 2019.

After above restoration, water coming down and under North side of High St. to C.B. 10 would go under Bristol Road to C.B. 11 at 61 Bristol Road; also the storm runoff from surface of West side of Bristol Road. Is this all of the water that would be using C.B. 11?

Until driveway is restored, water will continue to pour through damaged culverts and further the erosion of driveway. I do not know condition of culvert under Bristol Road between C.B. 10 and C.B. 11.

Am sending copy of this letter to Ms. Glidden to see if she agrees with my understanding of proposal.

I thank you, Mick; this has concerned me for so many years that I want you to know how grateful I am for your interest and help.

Sincerely,

Pat Lambert

cc: Andrea Glidden, D.O.T. Mgr, Region 2

I will call you if driveway continues to collapse at C.B. 11.





STATE OF MAINE  
DEPARTMENT OF TRANSPORTATION  
REGION 2  
98 STATE HOUSE STATION  
AUGUSTA, MAINE 04333-0098

Paul R. LePage  
GOVERNOR

David Bernhardt  
COMMISSIONER

March 2, 2018

Pat Lambert  
61 Bristol Road  
Damariscotta, ME 04543

Dear Pat:

This letter is in response to your Feb. 5, 2018 letter that you sent to Representative Devin and cc'd me.

This response is to clarify the Department of Transportation, Bureau of Maintenance and Operations position regarding the culvert that exists under your driveway.

Randy Butterfield and I visited you as stated on Feb.2, 2018 to discuss the delay regarding the Damariscotta Sidewalk Project that was scheduled for this year but has been delayed most likely until Spring of 2019.

As explained to you on Feb. 2, Maintenance and Operations would move forward this year and replace the culvert under your driveway as we do concur the culvert is of concern to M.D.O.T. We would remove the sediment build up to the edge of your lawn area (possibly 10' +/- from the end of the culvert) and re-establish the small stone area that was beside the culvert. We will also install stone at the outlet of the culvert to minimize erosion.

As M.D.O.T. is replacing your driveway culvert this summer, we will continue using this drainage outlet, as it always has been used.

It is not prudent for us to go to the expense of replacing the culvert and then go to the added expense of changing the drainage pattern and sending the water down the hill as was originally designed. That is not the best use of tax-payer money.

I hope this clears up any questions and concerns you have.

Please let me know if you have additional questions.

Sincerely,

Andrea Glidden  
cc: Representative Devin  
Jamie Andrews, MDOT Mid-Coast Region Manager

61 Bristol Rd.  
Dunbar'sville  
March 12, 2018

Dear Andrea, Thank you so much for your letter reminding me that D.O.T. will be working on my driveway problem this year as a separate maintenance work.

I'm not sure what will be done with the culvert when it emerges from the stone wall. I hope it will go directly in a straight line as it originally did, to the Cove, and be completely covered, so that water from High St + Bristol Rd. does not spew out on what used to be lawn.

It is difficult, the State having so many problems + not enough money to take care of them. I will be so grateful when the damage to my driveway + Cove-front are repaired.

So, Andrea, thank you for your thoughtfulness + keeping me informed along the way. I hope the whole project goes well for you and your crew.

Sincerely,  
Pat Lambert

cc: Rep Mick Devin

TOWN OF DAMARISCOTTA  
ROAD COMPLAINT

Date: 6-3-16

Taken by: Nichelle Cameron

Time: 2:55 PM

Person with complaint information PATRICIA LAMBERT

Location 61 BRISTOL RD

Phone# 563-7544

Complaint: COLLAPSED, DAMAGED CULVERT UNDER  
MY PAVED DRIVEWAY, CAUSING SERIOUS  
SOIL EROSION UNDER DRIVEWAY & CONTINUING  
WHERE CULVERT EXITS DRIVEWAY UNDER  
FLAGSTONE PATIO <sup>NOW PARTIALLY COLLAPSED</sup> TOWARD DAYS COVE.

→  
OVER

\*\*\*\*\*

Notified Hagar DOT

Notified Road Commissioner

Date/Time 6/3/16 @ 2:55

Date/Time 6/3/16 3:00

By Phone Fax  Email

By Phone Desk  Email

By: Nichelle

By: Nichelle

Hagar Fax 563-8468

DOT Fax 882-7692

Copy given to  
MS. Lambert also -  
Nichelle

→  
see over

#10/10

I first notified Town about 2 yrs ago. <sup>2013</sup>  
~~2014~~

At a later date, I spoke with the then Road Mgr,  
Steve Reynolds & at some time, summer of 2015,  
he examined & took photos of damaged culvert  
that was causing water to escape from rusted  
culvert & causing soil under my driveway to  
exit; thereby gradually lowering the  
height of driveway & damaging my property  
~~with~~ with serious erosion & possible  
collapse of driveway. I do not park my car  
where culvert is in case of collapse.

Steve Reynolds & a DOT representative  
met with me sometime late summer, early fall  
of ~~2014~~ <sup>2015</sup>. Subsequent to that, Sen. Johnson  
& the DOT representative met with me at my  
house at 61 Bristol Rd., & my understanding  
was that when the State released funds,  
that the culvert would be replaced & any  
damaged taken care of when the work on  
the Bristol Rd was undertaken - which would  
be spring of 2016.

I was assured by the DOT representative,  
(sorry, I do not recall his name, but he was the same  
gentleman involved when Mr. Reynolds was Mgr.) that  
the work would be done.

Patricia K. Lambert



STATE OF MAINE  
DEPARTMENT OF ECONOMIC  
AND COMMUNITY DEVELOPMENT



JANET T. MILLS  
GOVERNOR

HEATHER JOHNSON  
COMMISSIONER

May 11, 2020

Matthew J. Lutkus  
Town Manager  
TOWN OF DAMARISCOTTA  
21 School Street  
Damariscotta, Maine 04543

RE: Main Street Damariscotta Municipal *Tax Increment Financing* (TIF) District and *Development Program* (Program)

**A P P R O V E D**

Dear Mr. Lutkus,

The Maine Department of Economic and Community Development (DECD) reviewed and EFFECTIVE TODAY APPROVED the above referenced Municipal TIF District and Program. Based on the application, DECD notes/approves:

- a. District term of 30 years starting July 1, 2020, and ending June 30, 2050;
- b. District taxable Original Assessed Value of \$818,000 as of March 31, 2019 (April 1, 2018)—acreage 33.31;
- c. Real and personal property Increased Assessed Value (IAV) capture of up to 100%;
- d. District revenues deposited/held in DEDICATED accounts and applied ONLY toward approved activities/projects,
  - i) Project Cost accounts to fund public activities/projects,
  - ii) Sinking Fund Account to retire associated public debt, if any;
- e. TOWN may NOT negotiate/execute any agreements with reimbursement components without due public process and future amendment;
- f. Any non-captured incremental property values resulting in General Fund revenue/deposits MUST be included/reported with Town equalized assessed value;
- g. Any future amendment MUST comply with 30-A M.R.S.A. §§ 5221-5235 and DECD rules;
- h. When District expires, or is terminated, DAMARISCOTTA MUST NOTIFY DECD IN WRITING.

As further described in the Program, Town revenue allocation projected at \$1,135,050 may facilitate funding for an estimated \$4,074,200 in public costs and associated debt, if any. This funding MUST comply with Town appropriation process—with activities/projects due completion BEFORE/BY JUNE 30, 2050. Approved public activities/projects costs are as follows:

**WITHIN DISTRICT**

- i. Professional service costs \$40,000;
- j. Administrative costs of prorated Town Manager salary costs associated with TIF program administration (at 5% of \$111,600 salary and benefits annually) \$167,400;



JANET T. MILLS  
GOVERNOR



HEATHER JOHNSON  
COMMISSIONER

- k. Fire Truck/Pumper, prorated at 10% for commercial District use, including fire services and equipment \$54,000;

**OUTSIDE DISTRICT ◊**

- l. Construction of public ways infrastructure improvements and upgrades, as it relates to sidewalks, curbing, lights, and bike trails, along with related grant matching \$2,341,800; ◊ Ψ
- m. Bond debt service for sidewalk construction, as it directly relates to or made necessary by the establishment or operation of district \$696,000; Ψ ◊

**INSIDE/OUTSIDE DISTRICT ◊**

- n. Sidewalk equipment and maintenance, prorated at 10% cost each for sidewalk plow, employee time to plow sidewalks, and sand/salt costs, as it relates to District commercial development \$375,000; Ψ

**WITHIN MUNICIPALITY**

- o. Grant matching related to 30-A M.R.S.A. §§ 5221-5235 economic development activities \$400,000.

DECD notes while the Program may list multiple statutory citations with the public project costs in the application, not all citations apply to all activities/projects described within each cost description. Damariscotta is obligated to verify proper authorization for each project cost to be undertaken. DECD advises Town to plan for debt retirement to coincide with the District term end of June 30, 2050.

Please contact Development Program Officer Tina Mullins with questions about this certification. With this approval, the Department extends best wishes for the success of the District.

*Sincerely,*

Heather Johnson  
Commissioner

- cc: via e-mail only  
 Senator Dana L. Dow (SD-13)—129<sup>th</sup> Legislature  
 Representative Michael G. Devin (HD-90)—129<sup>th</sup> Legislature  
 Peter Lacy, MRS Property Tax Division Acting Director  
 Matthew Murphy, Damariscotta Assessor's Agent  
 Amanda A. Meader, Law Office of Amanda A. Meader

◊ To the extent a project is outside the District, Damariscotta must prorate/allocate costs not directly related to or made necessary by establishment/operation of this District to other funding sources.

**EXCLUDING FOLLOWING COSTS/FUNDING:**

- ◊ Public park(s)
- Ψ Private residential distribution line(s)



**PROFESSIONAL SERVICES AGREEMENT**

**BETWEEN**

**Town of Damariscotta, ME**

**AND**

**RealTerm Energy US, L.P.**

**FOR THE CONVERSION OF PUBLIC STREET LIGHTING TO LED**

**1. PARTIES**

This contract (hereinafter referred to as the "Agreement") is made and entered into on this \_\_\_\_ day of \_\_\_\_\_, 2020, by and between the Town of Damariscotta, ME with a mailing address of, 21 School Street, Damariscotta, Maine 04543 (hereinafter referred to as the "Town"); and RealTerm Energy US, L.P., a Delaware limited partnership, with a mailing address of 201 West Street, Annapolis, MD 21401 (hereinafter referred to as the "Consultant".)

**WHEREFORE**, the Consultant has responded to the Town’s request to submit a preliminary technical and budgetary proposal for street light conversion services on 3/25/2020.

**WHEREFORE**, the committee designated by the Town to evaluate the proposal deemed the Consultant’s technical and budgetary proposal the most highly advantageous for the scope of services requested.

**WHEREFORE**, the Town has relied on the presentation made by the Consultant in addition to the respective proposal.

**NOW THEREFORE**, in exchange for the good and valuable consideration described herein, the receipt and sufficiency of which are hereby acknowledged, the Town and the Consultant shall agree to be bound by the terms and conditions contained in this Agreement as follows:

**2. SCOPE OF WORK**

In consideration of the mutual promises contained herein and the payment terms set forth in Section 4 of this Agreement, the Consultant shall perform the services as outlined below:

**2.1. Task 1 – GIS Streetlight Audit:** Undertake a Geographic Information Systems (GIS) audit of the Town’s existing roadway luminaires, park lights, and/or parking lot lights.

- a) The Consultant will compile an inventory of the existing public street lights via a Geographic Information Systems (GIS) inventory assessment. The Consultant will collect and report on the following attributes:

**Table 2.1.**

GPS Location (XY coordinates)	Pole Setback
Street Name	Pole Material
Data Collection Date	Road Width
Luminaire Type	Road Classification
Lamp Wattage	Pedestrian Activity <sup>1</sup>

---

<sup>1</sup> RP-8-2018 refers to “Pedestrian Conflict”, as a level of pedestrian activity in the first hour after dark, with the following ranges:  
 - Low activity is fewer than 10 pedestrians per block in the first hour (normally a residential area)  
 - Medium activity is between 11 and 100 pedestrians per block in the first hour  
 - High activity is over 100 pedestrians per block in the first hour (normally a downtown area)

Mounting Height	Pole Usage
Arm Length	Visible problems that may affect the project (tree trimming, transformer present, primary wire, high reach, inaccessible by vehicle)
Connection Location (overhead or ground)	General Comments
Wire Location	

- b) Throughout the inventory assessment process, the Consultant will report all relevant matters to the Town, prepare any necessary interim reports and review and address with the Town all relevant issues, on a timely basis, in order to minimize any delay on the eventual conversion.
- c) The Consultant will produce an electronic inventory map using ESRI's online mapping system and will provide the Town with access to the online map upon completion of the GIS Streetlight Audit. The Client shall review and approve the electronic inventory map within thirty (30) days of delivery. The Consultant shall not proceed with the next tasks without Client's approval of the electronic inventory map.
- d) Unless otherwise stated or agreed, this agreement excludes the GIS audit of all other outdoor lighting including but not limited to sport fields lighting, exterior building lighting, aesthetic landmark lighting etc. for which a separate agreement may be required and additional pricing will apply.

**2.2. Task 2 – Streetlight Acquisition:** The Consultant will assist the Town in the acquisition of existing streetlights from Central Maine Power. Such assistance shall be limited to the following:

- a) Review of the current utility streetlight inventory, if provided, against data obtained from the GIS streetlight audit
- b) Provide an opinion as whether further action is required in the negotiation of the final purchase price

If the Town so decides to pursue further action and engage the services of the Consultant in negotiating a purchase price, this shall be considered an increase to the scope of work for which the Consultant shall charge \$75.00 per hour plus related outlays.

**2.3. Task 3 – Selection of Equipment Manufacturer(s) and Installer(s):**

- a) Selection of equipment
  - i. The Consultant shall evaluate relevant streetlight products using a competitive purchasing process, involving non-proprietary performance specifications describing applicable photometric, electrical, physical, and durability characteristics of the luminaires and related products, to recommend the most suitable suppliers. The Consultant shall conduct this process with specific reference to local roadway conditions. The Town shall select and approve the luminaires based on the Consultant's recommendations and on the specifications required by the Town.
  - ii. The Consultant shall manage the complete competitive purchasing process.
  - iii. The Consultant shall provide an evaluation report summarizing the technical and financial criteria of recommended streetlight products.



b) Selection of installer

- i. Through a competitive purchasing process, the Town will work with the Consultant to develop detailed installation specifications to engage a firm, authorized by the electric utility which provides service to the Town, to work on their grid and install the light fixtures. It is understood by both parties that the selected installer shall be a subcontractor of the Consultant and not of the Town, and as such shall contract directly with and be managed by the Consultant.

2.4. **Task 4 – Photometric Design:** Perform a comprehensive lighting design analysis to determine luminaire selection.

- a) The design analysis and the determination of adequate light levels for safety of pedestrians, cyclists, and vehicles shall be performed in accordance with the Illuminating Engineering Society (IES) Standard for Roadway Lighting (RP-8-18) or, where applicable, in accordance with such other standards or criteria as the parties may mutually agree in writing. Consultant will use commercially reasonable efforts to identify the locations that the RP-8-18 standards will or will not be met in its design recommendations to the Town based on pole placement and the selected fixtures, however, absent negligent acts or omissions by the Consultant in making its design analysis, Consultant will not have any liability to the Town or any third party for the failure by the ultimate lighting system installed to meet any specific performance standard or lighting requirement, as the Town acknowledges that Consultant does not guaranty the performance of any particular lighting installation or fixture, nor can it reasonably anticipate such performance in all possible locations and conditions. The Town recognizes that existing pole placement limits the degree to which IES standards may be met.
- b) Lighting designs through photometric modelling shall be performed for each materially unique roadway application that display similar roadway layout and lighting asset conditions. Roadway segments or individual lights that cannot be formally designed using the aforementioned method, shall be specified using best practices for the roadway conditions on-site.

2.5. **Task 5 – Smart Control Consultation:** The Consultant will advise the Town on the use of available lighting control systems in terms of impact on safety, standardization, potential energy cost savings and total life cycle cost of the system. The Consultant may also propose to the Town any other value-add systems and discuss with the Town their financial impact, commercial readiness, and alignment with utility policies.

2.6. **Task 6 – Investment Grade Audit Report:** Provide an Investment Grade Audit (IGA) report.

- a) Based on the inventory assessment, utility bill analysis, and consultation on controls and/or other products, the Consultant shall prepare an IGA Report; a comprehensive analysis, adequate for the purpose of obtaining financing, should the Town decide to do so, which, apart from the inventory attributes previously mentioned, shall include:
  - i. Recommendations on how to address identified serious deficiencies in the current street lighting network along with the Consultant’s best estimate of associated additional costs. The Town will direct the Consultant on how to address these issues before the procurement of equipment and installation stages commence.

- ii. Baseline energy use, energy cost and operations and maintenance costs.
  - iii. Estimated retrofit energy use and operations and maintenance costs.
  - iv. Sources of funding, including any available rebate programs.
  - v. Calculation of estimated total conversion cost, energy and maintenance cost reduction, and payback.
- b) A comparative analysis of all viable options including but not limited to the following:
- i. Status quo - do not replace light fixtures and continue reliance on the utility to maintain the existing system.
  - ii. Take ownership of all existing fixtures, replace existing fixtures including installation of new fuses and rewiring where necessary.
- c) The IGA Report shall be submitted to the Town for review and approval. The Consultant shall not proceed with following tasks if without Client's approval of the IGA.

**2.7. Task 7 – Procurement Services:**

a) Equipment

- i. The Consultant shall procure and carry out all services related to ordering, delivery, receipt, verification and inspection of all equipment purchases, including inventory control throughout the installation process.

b) Installer(s)

- i. The Consultant shall procure and carry out all services related to the purchase of installation services.

**2.8. Task 8 – Assistance with Rebate / Incentive Application(s):** With the assistance of and on behalf of the Town, the Consultant will apply on behalf of the Town for all available grants and rebates relating to the LED conversion project (if any).

**2.9. Task 9 – Project Management / Construction Administration:** Perform project management functions including oversight of the LED luminaire installation and the recycling/disposal of the replaced streetlight equipment.

The following tasks will be performed:

- i. Hold installation launch meeting
- ii. Provide installation schedule
- iii. Manage data on installations and provide a weekly status update of the project
- iv. Field quality control, inclusive of a sampling of spot-checks on installed lights to ensure proper installation procedures are being followed, especially at project onset

**2.10. Task 10 – Electricity Billing Changes:** The Consultant will work with the utility to submit the final inventory and will ensure that the utility billing correctly reflects the updated inventory including updated demand and consumption values.

**2.11. Task 11 – Commissioning Documents:** Following project completion, the Consultant will provide the Town a copy of the Commissioning Documentation which will include the following:

- a) GPS/GIS Streetlight Installation Summary Report (Final Installation Report)
- b) Fixture Specifications
- c) Recycling Certificate
- d) Confirmation of utility supplier billing update
- e) Warranty Service Request System Overview
- f) Equipment Warranties
- g) Request for Feedback and Testimonial
- h) Post Project Customer Care and Company Information

### **3. PROJECT COMMENCEMENT**

- a) The Consultant will schedule a kickoff meeting with the Town to be held within three (3) weeks of the Town's execution date of the Agreement.
- b) The Town may authorize changes in the scope, extent or character of the services provided under this Agreement and the time and cost for completion will be adjusted accordingly and submitted to the Town for approval.

### **4. PAYMENT TERMS**

- a) The Consultant shall maintain an “open book approach” in relation to this agreement to enable the Town to monitor, scrutinize and verify the accuracy of all Consultant invoicing which is based upon material and subcontracted labor charges (inclusive of labor for all field quality control), and/or any new material and subcontracted labor charges proposed by it. On request by the Town, the Consultant shall provide the Town an open book account of these charges and/or any new proposed related charges, setting out full and transparent details of each of these components of the costing (including any profit margins or discounts applicable to those costings).
- b) The Consultant shall submit invoices on or about the first (1<sup>st</sup>) and the fifteenth (15<sup>th</sup>) day of each month reflecting services performed to date, which invoices will be due and payable within 30 days of receipt. The Town understands that the payment for completion of the services shall be based upon a cost-plus basis whereby the Consultant agrees to charge a \$30.00 per luminaires specified fee for the Investment Grade Audit, including data collection and design services (the IGA Fee). The project management and post-installation service fee shall be \$ 18.30 per streetlight in addition to an 8% gross margin on materials and installation labor invoiced by the respective suppliers (the “Project Management Fee”). The total \$48.30 per fixture fee applies only to existing roadway luminaires, park lights, and/or parking lot lights. The Consultant agrees to perform the services on that basis. Schedule B provides a more detailed pricing breakdown and payment schedule.

### **5. INTEREST ON LATE PAYMENT**

Payments due and unpaid under the Agreement shall bear interest from the date payment is due at the prime rate of interest reported by the Wall Street Journal (or if more than one such rate is reported, by the average of such rate) plus one percent, or the maximum rate permitted by law in the jurisdiction where the Project is located, whichever is greater.

## **6. LIMITED WORKMANSHIP WARRANTY**

- a) Consultant warrants to the Town that the installations services shall be performed by licensed and qualified installers using reasonable care and skill, to such high standard of quality as is reasonably expected.
- b) This Limited Workmanship Warranty only covers installation services such as incorrect equipment mounting or wiring of the fixture and related equipment. This warranty does not cover issues unrelated to the installation, such as fuse failure, pole knockdowns, wire shorting, disconnection of the pole or arm from owner source (unless improperly mounted), weather-related damage, natural disasters, vandalism, or unrelated capital work impacting the pole or fixture. The warranty period for installation services shall be one (1) year from the Date of Substantial Completion. The Town shall be responsible to serve as first-responder to any and all outages, shall identify locations where warranty-related work is necessary, and shall notify Consultant of the warranty-related locations so that a remedy can be implemented. The Consultant shall be reimbursed for all outlays incurred in responding to items which are determined not to be warranty related.
- c) This Limited Workmanship Warranty does not cover any cost related to fixture, photocell and related products and parts failure. Such costs are covered by their individual manufacturers' warranty as applicable. Consultant shall ensure that the Town is provided with all manufacturers' warranties for equipment and materials installed and/or used in the Scope of Work and that such documents are in conformity with the agreed upon warranty terms and conditions. Any installation cost related to failed fixtures or photocells is not covered under this warranty.

## **7. TERMINATION**

- a) The Town may elect to terminate the Agreement without cause by written notice to the Consultant delivered prior to the approval of the IGA and the commencement of the procurement process, in which case the Town will pay the Consultant the amount of \$30.00 per fixture based upon the final inventory count (the "IGA Fee") as compensation for services rendered to date.
- b) The Town may terminate the Agreement without cause at any point following approval of the IGA by giving the Consultant fourteen (14) business days' notice, and compensating the Consultant for services performed, including the entire IGA Fee and the Project Management Fee based upon all equipment purchased and installation services performed, less any payments made on account to the Consultant, in accordance with this Agreement through the effective date of termination.
- c) Either party may terminate this Agreement at any time for cause after giving the other party written notice with 10 business days to cure the same, provided, however that if the default in question cannot reasonably be cured within such ten (10) business days, then so long as the defaulting party commences cure within ten (10) business days and continues to use commercially reasonable efforts to pursue such cure, then such default shall not be deemed a default hereunder.
  - v. If the Consultant elects to terminate this Agreement for cause, the Town shall be obliged to compensate the Consultant for all services rendered to date, including the entire IGA

Fee and the Project Management Fee based upon all equipment purchased and installation services performed less any payments made previously by the Village on account of such fees to the Consultant, in accordance with this Agreement, through the effective date of termination.

#### **8. DISPUTE RESOLUTION**

Any controversy or claim arising out of or related to this Agreement, which cannot be resolved between the parties shall be resolved in an arbitration to be held before an arbitrator mutually agreeable to both parties. This agreement shall be governed by and construed in accordance with the laws of the State of Maine, notwithstanding its conflict of law principles.

#### **9. QUALIFICATIONS**

The Consultant represents that it currently and will continue to hold during the term hereof any and all qualifications, licenses and certifications required to perform its services in the State of Maine. The Consultant shall perform all services in accordance with professional standards.

All documents, reports, data, studies, estimates and other work material developed under this Agreement shall be the property of the Town and shall be promptly delivered to the Town in a form compatible with the Town's software or other records management systems. All data collected shall be disclosed only to the Town's authorized representatives, at the direction of the Town.

#### **10. SUBCONTRACTORS**

The Consultant shall be fully responsible for the acts and omissions of any subcontractors and of persons both directly or indirectly employed by it, and shall hold subcontractors to the same terms and conditions as the Consultant is held under this Agreement. No subcontractors shall be retained on this Agreement without the specific prior written approval of the Town. Subcontractors shall not be deemed employees of the Town under any circumstances and the Consultant assumes full responsibility for payment of compensation, taxes and all other benefits due and payable to all such personnel involved in performing services under this Agreement.

#### **11. SUCCESSORS AND ASSIGNMENT**

The Town and Consultant are hereby bound to this Agreement and to the successors of the other party in respect of all covenants, agreements and obligations of this Agreement, subject only to the appropriation by the Town of sufficient funds to fulfill its obligations hereunder. Neither the Town nor Consultant may assign, sublet, or transfer any rights under or interest in this Agreement without the written consent of the other party, unless mandated by law. No assignment will release or discharge the assignor from any duty or responsibility under this Agreement, unless expressly provided otherwise in a written consent to assignment.

#### **12. INSURANCE**

The Consultant shall purchase and maintain insurance in accordance with Schedule A attached hereto, including Workers' Compensation, Employers' Liability, Commercial General Liability, Property Insurance, Automobile Liability and Professional Liability Insurance. The Town shall be named as an additional insured and loss payee on the liability policies, as their interest may appear, with respect to the work performed by the Consultant.

**13. INDEMNIFICATION**

The Consultant will indemnify and hold harmless the Town, its officers, agents and employees from and against all claims, damages, losses and expenses including attorney's fees arising out of or resulting from the negligent performance of the Agreement by the Consultant, its officials, employees, agents and subcontractors. To the extent permitted by law, the Town will indemnify and hold harmless the Consultant, its officers, agents and employees from and against all claims, damages, losses and expenses including attorney's fees arising out of or resulting from the Town's negligent performance under the Agreement. Any obligation of the Town to indemnify pursuant to this Agreement shall not be deemed or construed to operate in practical effect to waive any defense, immunity, or limitation of liability which may be available to the Town, its officers, agents or employees, under the Maine Tort Claims Act (14 M.R.S. §§ 8101, et seq) or any other privileges or immunities which may be provided by law.

**14. LIMITATION OF LIABILITY**

Notwithstanding anything to the contrary herein, the parties acknowledge and agree that the Consultant's liability for any damages or claims hereunder shall be limited solely to the greater of (a) the amount of any compensation to be paid to Consultant hereunder or (b) the amount of any insurance proceeds (net of any deductible) available to Consultant under the policies maintained by Consultant in accordance with the terms and provisions of this Agreement.

**15. CONFLICT OF INTEREST**

The Consultant will represent the Town and not suppliers, avoiding both the appearance, as well as any actual conflict of interest. Any subsequent disclosure of a conflict of interest after this contract is awarded, but which existed at the time of proposal submission, will be grounds for termination.

**16. COMPLIANCE WITH LAWS**

Consultant shall at all times conduct its business affairs relating to this Agreement in compliance with all applicable laws.

**17. NOTICES**

All notices, requests, demands or other communications to or from the parties hereto shall be in writing and shall be given by overnight delivery service, by hand delivery, telecopy or e-mail to the addressee as follows:

(i) If to the Consultant:  
RealTerm Energy US, L.P.  
201 West Street  
Annapolis, Maryland 21401

Attention: Mark Carter  
Phone: (438) 816-0141  
E-mail: [mcarter@realtermenergy.com](mailto:mcarter@realtermenergy.com)

(ii) If to the Town:  
Town of Damariscotta, ME  
21 School Street  
Damariscotta, Maine 04543

Attention: \_\_\_\_\_  
Name Title

Phone: \_\_\_\_\_

E-mail: \_\_\_\_\_

**18. AMENDMENTS**

This Agreement may not be and shall not be deemed or construed to have been modified, amended, rescinded or canceled in whole or in part, except by written instrument signed by the Parties hereto which makes specific reference to this Agreement and which specifies that this Agreement is being modified, amended, rescinded or canceled.

**19. SEVERABILITY**

If any provision of this Agreement shall be declared invalid or illegal for any reason whatsoever, then, notwithstanding such invalidity or illegality, the remaining terms and provisions of this Agreement shall remain in full force and effect in the same manner as if the invalid or illegal provision had not been contained herein.

**20. WAIVERS**

No failure on the part of either party to exercise, and no delay in exercising, any right or remedy hereunder shall operate as a waiver thereof, nor shall any single or partial exercise of any right or remedy hereunder preclude any other or a future exercise thereof or the exercise of any other right or remedy granted hereby, or by any related document, or by law. Any failure of a Party to comply with any obligation contained in this Agreement may be waived by the Party entitled to the benefit thereof only by a written instrument duly executed and delivered by the Party granting such waiver, which instrument makes specific reference to this Agreement and the provision to which it relates and describes the right or obligation consented to, waived or purported to be violated.

**21. ENTIRE AGREEMENT**

This Agreement its schedules, appendices and attachments and the Investment Grade Audit Report represent and contain the entire agreement between the parties. Prior discussions or verbal representations by the parties that are not contained in this Agreement its schedules, appendices and attachments, nor within the Investment Grade Audit Report, are not a part of this Agreement. Where there is any conflict between the provisions of this Agreement and the provisions of any attachment or the Investment Grade Audit Report, the provisions of this Agreement shall control.

**22. COUNTERPARTS**

This agreement may be signed in any number of counterparts, each of which is an original, and all of which taken together constitute one single document.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their duly authorized representative's effective as of the date and year first above written.

By: RealTerm Energy US, L.P., a Delaware limited partnership

By: \_\_\_\_\_

Name:

Title:

Date: \_\_\_\_\_

By: Town of Damariscotta, ME

By: \_\_\_\_\_

Name:

Title:

Date: \_\_\_\_\_



**SCHEDULE A**  
**INSURANCE REQUIREMENTS**

**INSURANCE COVERAGES**

The Consultant agrees that it shall, at all times during the term of this Agreement, maintain in full force and effect, the following insurance coverage:

- 1) **Commercial General Liability Insurance** with limits of five million dollars (\$5,000,000) per occurrence and general aggregate for each (i) bodily injury and property damage, (ii) personal injury and advertising injury liability, and (iii) products and completed operations. The policy shall also include contractual liability and a standard separation of insureds or cross liability provision, as would be achieved under the standard ISO CGL form. The Town shall be named as an additional insured, as their interests may appear, as respects operations performed by Consultant.
- 2) **Automobile Liability Insurance** to cover liability for the ownership, maintenance and use of all owned, hired, or non-owned vehicles, for a combined single limit for bodily injury and property damage in an amount of one million dollars (\$1,000,000) per accident.
- 3) **Workers Compensation** coverage in an amount not less than statutory requirements and Employer's Liability Insurance in an amount of not less than \$1,000,000 each accident for bodily injury by accident, each employee for bodily injury by disease and policy limit for bodily injury by disease.
- 4) **Property Insurance** to cover Consultant's personal property, or property considered to be in its care, custody, and control.
- 5) **Professional Liability** Insurance with limits of \$250,000 per claim, and \$500,000 general aggregate.

**CONDITIONS OF INSURANCE**

- A. In order to meet the required minimum limits of the Liability Insurance, it is permissible for the Consultant to combine an umbrella liability policy with the primary liability policy, at the discretion of Consultant.
- B. Policies shall be issued by insurers approved to do business in the jurisdiction where the Town is located
- C. The Consultant shall be responsible for deductible amounts under its insurance policies, except where otherwise provided.
- D. Prior to commencement of the Work and upon the renewal, or extension of each policy of insurance required herein, the Consultant shall promptly provide the Town with a certificate of insurance.

**SCHEDULE B**

**PRICING BREAKDOWN AND PAYMENT SCHEDULE**

Stage	Task	Scope of Services	Pricing	Billing/Payment Method
GIS Inventory Audit	Task 1	GIS Streetlight Audit	\$15.00 / fixture	Task Completion  Upon Client approval of the GIS inventory but payment due no later than 30 days following receipt of the related invoice.
	Task 2	Streetlight Acquisition		Task Completion  Upon delivery of the initial IGA Report but payment due no later than 30 days following receipt of the related invoice
Investment Grade Audit Report <sup>1</sup>	Task 3	Selection of Equipment and Installer(s)	\$15.00 / fixture	
	Task 4	Photometric Design		
	Task 5	Smart Control Consultation <sup>2</sup>		
	Task 6	Investment Grade Audit Report		
Installation Project Management	Task 7	Procurement Services	\$ 18.30 / fixture  In addition to an 8 % gross margin on material and labor	Percentage of completion based on percentage of fixtures installed. Payment terms are net 30 days
	Task 8	Assistance with Rebate / Incentive Application(s)		
	Task 9	Project Management / Construction Administration		
	Task 10	Electricity Billing Changes		
Commissioning	Task 11	Final Commissioning	N/A	N/A

<sup>1</sup> The quantity of fixture in the Investment Grade Audit Report shall be determined on the number of luminaires requested by the client to be specified and designed during the entire duration of the project, regardless of the number of items surveyed and mapped, procured and/or installed.

<sup>2</sup> Should the Town decide to include smart lighting controls as part of the scope of this project, the Consultant shall charge a Smart Controls Commissioning fee of \$15.00/ per smart control. The Smart Controls Commissioning fee shall be charged upon the Town's signature of the IGA Report and payment will be due no later than 30 days following receipt of the related invoice.

In the event that the inventory assessment exceeds twenty percent (20%) of the number of budgeted fixtures in the proposal, the Consultant will seek a written approval by the Client to proceed with the inventory assessment process.

All unit pricing is based on final numbers to be determined and final billing shall be adjusted based on final reconciliation once all installation has been completed and the Final Installation Report (FIR) has been completed by the Consultant.

# Damariscotta Downtown Flood Protection and Municipal Parking Lot Improvement Project

## Evaluation, Design and Environmental Permitting Services

EDA Grant No. 01-79-14942

### REQUEST FOR PROPOSALS

5-216-8-2020

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The Town of Damariscotta, Maine, is located on the easterly side of the tidal Damariscotta River in Lincoln County, Maine. Damariscotta is a designated service center serving seven communities in coastal Lincoln County. While year-round population is just over two thousand individuals, seasonal residents and visitors expand the population served by Damariscotta businesses to fifteen thousand or more with a downtown employment base in excess of five hundred500. Many of these businesses and local institutions, including the historic Lincoln Theater, Skidompha Library, Reny's Department Store, several banks and a number of shops and restaurants are within the downtown Damariscotta National Historic District, which consists of many 19<sup>th</sup> century multi-story brick buildings. Portions of downtown are also within a FEMA AE Flood Zone and are projected to be subject to increasing flooding associated with sea level rise as depicted on the following graphic.



The Town received a Coastal Community Grant in 2013 from the Maine Coastal Program to investigate the potential impact of sea level rise on its downtown. Milone and Macbroom, Inc. (MM), was retained to complete the Adaptation Planning Study for the Downtown Waterfront Area in 2014. The report and appendices are available at:

<https://www.damariscottame.com/waterfront%2%A0committee/pages/waterfront-project-documents>

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<https://www.damariscottame.com/waterfront-project/files/appendix-downtown-flood-protection-report-2015>

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Preliminary recommendations from MM included raising the parking lot, which is located between Main Street and the river, and installing a flood wall to provide flood protection to 12' NAVD88, or about 4 feet above its existing elevation (the existing 1% storm elevation is 10.0 NAVD88). This was considered a potentially viable alternative because, concurrent with the MM study, Town officials were evaluating needed improvements to the municipal parking lot. These include upgrading sanitary sewer and storm sewer facilities, replacement of poor quality subsurface materials that have led to settling and surface deterioration, new pavement, construction of a public restroom building and improvements to pedestrian amenities.

Wright-Pierce Engineers, Inc. (WP) was retained to evaluate parking lot, underground utility and storm drainage conditions and complete a geotechnical investigation. Due to limited availability of funds, the Town decided to pursue all aspects of the project except flood protection and commissioned WP to prepare required construction drawings and specifications based on maintaining the approximate existing elevation of the parking lot. Construction drawings and specifications are available at \_\_\_\_\_.

Prior to bidding out the project, the Town was notified of a Financial Assistance Award from the U.S. Economic Development Administration (EDA) for assistance with the construction of the proposed improvements, including flood damage repairs and mitigation. The award was funded under EDA's FY 2018 Disaster Supplemental through the Supplemental Appropriations for Disaster Relief Act, FY2018. The Town subsequently decided to expand the project to include the flood resiliency component (the public restroom is currently out to bid and will be constructed separately from the project envisioned in this RFP).

Concurrent with Damariscotta's ongoing waterfront resiliency project, the Maine Silver Jackets Team has initiated a project to provide Damariscotta with future dynamic floodplain maps that include sea level rise. It is the Town's intention to work with the Team to ensure that, where possible, the Maine Silver Jackets modeling effort informs the Town's engineering consulting activities (or vice versa) depending on the respective projects' timelines. This product is very much needed – Maine created a sea level rise viewer which incorporates potential sea level rise scenarios from NOAA et al. (2017). However, this viewer is a bathtub model for "static" sea level rise and doesn't account for waves, wave run-up, or how mapped floodplains might change as a result of higher water levels. The proposed Silver Jackets project will result in a much more detailed coastal flood model of Damariscotta which incorporates sea level rise and potential changes to floodplains. The model will be utilized to produce future floodplain maps to be overlain with building and infrastructure footprints to facilitate climate-resilient planning in Damariscotta. The Town will work with the Silver Jackets Team on interpreting model outcomes and integrating outcomes into local planning efforts.

The Town seeks qualified consultants or consultant teams to perform planning, design and environmental review services for its Downtown Flood Protection and Municipal Parking Lot Improvement Project. Qualified consultants should have demonstrated, verifiable experience in flood control engineering, structural design, hydraulic modeling, geotechnical engineering, project management, preparing environmental impact reports, construction plans and specifications, and securing required regulatory permits.

There are two phases of work under this contract:

- 1) Evaluation, geotechnical investigations, and feasibility studies, as necessary, and
- 2) Design and regulatory permitting.

This Project has multiple objectives. The Town seeks to construct new flood protection facilities that consider the current 100-year tidal floodplain and potential Sea Level Rise scenarios over a 50-year period. In addition, the Project will include a reconstructed parking lot, above- and below-ground infrastructure including coordination with utilities and installation of Wi-Fi or broadband service, pedestrian access, redeveloped waterfront park, an informational kiosk and wayfinding signs. The project shall result in bidding documents for the combined flood resilience work as well as needed infrastructure work included in the WP work to date. It is up to the applicant to decide on the ultimate way to accomplish this.

The Town's preferred flood resiliency approach consists of four components:

1. Design and install passive flood protection for the parking lot, the boat ramp and a substantial portion of the downtown. The design should account for the existing 100-year floodplain in addition to a selected sea level rise scenario over the next 50 years with the goal of providing flood protection to elevation 12 feet or 13 feet NAVD88 depending on the results of the Phase I work. As possible, consideration should be given for the incorporation of green infrastructure into any potential flood protection design.
2. Design -flood protection along the river north of Courtyard Street while accommodating carry-in canoe access (note – construction of such improvements is not considered part of the project at this time)
3. Procure a Conditional Letter of Map Revision (CLOMR) to remove the area protected by components 1, 2 and 3 from the FEMA AE Flood Zone
4. Design and install pedestrian and recreational amenities in the area occupied by the riverfront park

**PROPOSALS MUST BE RECEIVED BY:**

**July 17, 2020 4:00 p.m. local time, delivered to:**

Rebecca Bartolotta, Town Clerk  
Town of Damariscotta  
35 School Street

Damariscotta, Maine 04543

Please include one electronic copy on a CD and six hard copies of the proposal, limited to 30 pages, font size 11, including any supporting materials. Questions regarding this RFP will be answered at a pre-proposal workshop on June 29, 2020 at 11:00 a.m. (location to be announced at [damariscottame.com](http://damariscottame.com)). Additionally, questions submitted before July 2, 2020 at 5:00 p.m. by e-mail to [mlutkus@damariscottame.com](mailto:mlutkus@damariscottame.com) with the subject line "Flood Project" will be answered in an FAQ document posted on this website on July 7, 2020.

**Project Schedule:**

This project will begin with contract execution on *approximately September 15, 2020*. Phase 1 is expected to be completed by December 15, 2020 and Phase 2 is expected to be completed by May 15, 2021.

**Project Budget**

All tasks described within the enclosed Scope of Work shall be included within a proposal's fee schedule and itemized according to required and optional tasks.

**Proposal Requirements:**

Each proposal should contain the following:

- cover letter with contact information;
- title page and table of contents;
- organizational chart of the project team;
- statement of approach to the project, management plan and any suggested modifications to the Project Tasks;
- project schedule and work plan;
- itemized fee schedule including reimbursables;
- list of team members who will be assigned to the project, their role on the project, and experience relevant to their role;
- description of previously completed projects of similar scope, and two references (per individual) regarding those experiences; and
- list of any subcontractors, their role, and personnel assigned to the project.

Town staff and others will evaluate the proposals provided in response to this RFP based on the following criteria:

- quality and completeness of proposal;
- quality and creativity of the proposed approach to achieving project goals
- quality of products and/or services to be provided;
- experience, including the experience of staff to be assigned to the project, the engagements of similar scope and complexity;
- project cost to the Town;
- ability to perform the work within the time specified;
- proposer's record of compliance with applicable laws, regulations, policies, guidelines and orders governing prior or existing contracts performed by the contractor.

Potential applicants should consider their ability to comply with the provisions contained within the Engineers Joint Contract Documents Committee (EJCDC) E-500 Agreement Between Owner and Engineer for Professional Service.

**Anticipated Selection Process Timeline:**

RFP issuance June 8, 2020

Pre-proposal workshop June 29, 2020

FAQ published at damariscottame.com July 7, 2020

**Proposals due July 17, 2020**

Interviews Late Early August, 2020

Consultant selection Early Mid-August, 2020

Contract negotiations Late August, 2020

Pre-contract meeting Early September, 2020

Contract execution September 15, 2020

**SCOPE**

The Town is the lead agency for the Project and will administer this contract.

General Project Deliverables:

- Feasibility study report detailing preliminary field investigation, conceptual alternatives based on flood protection to elevation 12 feet or 13 feet NAVD88, construction phasing and engineering and construction cost estimates;
- A bid-ready set of construction documents for all civil improvements and tidal flood protection improvements that incorporate forward-thinking design and emerging techniques that minimize construction costs and maximize opportunities for ecosystem and recreational/connectivity enhancements. This project will be constructed in phases, which must be coordinated with infrastructure design;
- Regulatory permit applications and acquisition assistance (optional task service);
- Bidding and construction support services (optional task service);
- Preparation of Conditional Letter of Map Revision (CLOMR) for submittal to FEMA upon completion of final project design, and a Letter of Map Revision (LOMR) for submittal after completion of construction (optional task service);
- Quarterly progress reports consistent in format and detail with the EDA; and
- Submission of all project files in formats to be specified.

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The Town will make all background information and reports in its possession available to the contracted Consultant, and will request similar information from additional agencies.

A preliminary scope of services for the proposed work is detailed below. The scope has been separated into two phases, as described above. Consistent with the Project objectives and deliverables discussed above, the Consultant will be asked to recommend changes to the Scope that improve efficiency, cut costs, and produce a better product.



**Phase 1:**

**Task 1: Project Management**

The Consultant shall:

- Supervise, coordinate and monitor field investigations for conformance with standard engineering practices and other governing agency requirements;
- Coordinate with local utilities;
- Notify the Town of any changes in scope or budget as soon as possible and propose actions if necessary to correct these changes;
- Maintain communication by phone or e-mail and respond in a timely fashion;
- Participate in public meetings;
- Prepare monthly progress reports and invoices showing budgeted and actual costs versus work progress status and the projected spending versus progress; and
- Maintain project files, prepare correspondences and memos, and perform other project management activities necessary to keep the project on schedule.

**Task 2: Identify Potential Flood Control Features**

The Town has identified two alternatives to providing passive flood protection for the parking lot. The first alternative would consist of a flood wall that is built to an elevation that is 4 to 5 feet above existing grade depending on the results of the Phase 1 recommendation with fill built up to within 2 to 3 feet of the top of wall. The second alternative would be to leave the grade as is and construct a flood wall, the upper 2 to 4 feet of which, again depending on the Phase 1 recommendation, would be made of transparent materials to reduce the visual impact of a solid visual barrier to the river. Each alternative must incorporate provisions for extending the height of the flood wall in the future. The boat ramp will require separate provisions for passive flood protection.

The Consultant will work collaboratively with the Town to identify the range of flood wall products, including transparent flood walls, and automatic flood gates (for the boat ramp) , where such products have been installed, case studies or other information documenting their performance and their engineering characteristics; establish criteria for evaluating the alternatives; and propose recommended products for the parking lot, boat ramp and the north side of the downtown considering existing conditions, opportunities, constraints and their ability to accommodate implementation over two construction seasons.

**Task 3: Preliminary Engineering Evaluations**

**3.1 Surveying** – The Consultant shall coordinate with survey information previously developed by WP and provide services required to augment existing topography at key locations and ground-verify existing topography data derived from existing LiDAR (utility locations were field checked at ground penetrations and tied into topographic maps and property corners and

easements were researched and located as part of the WP civil and utility designs previously completed).

**3.2 Geotechnical Evaluation and Investigations** – The Consultant shall evaluate existing boring information and conduct any additional investigations needed to develop the geotechnical parameters for the design of various project elements including the suitability of subsurface soils for the deposition of additional fill and seawall construction (a geotechnical investigation was undertaken as part of the WP civil and utility designs previously completed). Consultant shall prepare a Draft and a Final Geotechnical Report that are technical and include the following:

- Table of Contents
- Introduction including site location, description and purpose of investigation
- Field investigation and laboratory work
- Subsurface conditions and geology
- Analysis and recommendations
- Site location map
- Test boring location plan
- Test boring logs
- Laboratory data including methods and calculations
- Field methods and equipment, and any additional documentation including site visits and meetings.

**3.3 Seepage Calculations** – The Consultant will prepare calculations needed to inform design and compaction of the proposed flood protection features needed to accommodate anticipated Sea Level Rise during the life of the Project, which is expected to be at least 50 years.

**3.4 Coastal Hydraulics** – The Consultant will identify coastal hydraulic criteria affecting floodwall and slope geometry and armoring against wave-induced erosion, including required freeboard, to be used for preliminary design. Consultant shall utilize studies of tides and flooding produced by other agencies and research institutions and data available from the Maine Silver Bullets project previously described. Additional analysis may be required to develop hydraulic criteria consistent with FEMA base flood elevations, which are expected to be higher than those depicted on the current FEMA maps, which may be updated during the Project and the impact of redirecting flood-associated water volumes and wave force from the areas to be flood-protected to adjacent properties, including Schooner Landing. Also, the effects of relative Sea Level Rise will be considered, following the most recent guidance by the USACE. This Task includes communications with staff from FEMA, USACE, NOAA and others in order to understand the latest guidance available.

**3.5 Drainage Hydrology** – The Consultant will evaluate drainage to assess the potential for flooding from interior ~~drainage that may result from floodwall construction~~. The assessment will be derived from review of all record drawings (stamped and signed by a Professional Engineer), site visit results, and other drainage infrastructure information provided by public

agencies and include an assessment of the need, if any, for pumping and backup power generation.

**3.6 – Living Shoreline** – The Consultant will evaluate the feasibility and suitability of integrating living shoreline components into the final project design.

**3.7 Park Improvements** – The Consultant will evaluate the feasibility and suitability of alternative improvements for the linear park that exists between the parking lot and the river including replacement of existing fencing.

**3.8 Additional Considerations** – The Consultant will evaluate the feasibility and suitability of installing underground power and public WiFi or broadband, changes/upgrades to parking lot lighting and the need, if any, for ADA-compliant building entryways as a result of changes in parking lot elevation.

#### **Task 4: Feasibility Assessment and Cost Estimates**

The Consultant will conduct a feasibility assessment that includes conceptual project alternatives, engineer's cost estimates, and potential construction phasing of flood control facilities in the project area.

**4.1 Project Alignments** – The Consultant will conduct a feasibility assessment of the flood resilience components determined in Task 2. In addition to the considerations described above, they should take into account the existing conditions, opportunities and constraints associated with the ecosystem habitat of adjacent lands and potential impacts on adjacent properties.

**4.2 Mitigation and Permitting** – The new facilities may impact existing wetlands. These impacts will be mitigated, if necessary, by the conversion of the riprap retaining wall to a living shoreline. The Consultant will develop the mitigation approach in cooperation with the USACE, MDEP and other agencies.

**4.3 Cost Estimate** - The Consultant will develop an initial opinion of probable construction quantities and costs that includes a description of cost assumptions.

**4.4 Conditional Letter of Map Revision** - The Consultant shall prepare a Conditional Letter of Map Revision (CLOMR) for submittal to FEMA upon completion of final project design in order to secure FEMA's conditional approval for removing properties from the Special Flood Hazard Area when Project construction is complete.

#### **Phase 2:**

#### **Task 5: Project Management**

The Consultant shall:

- Supervise, coordinate and monitor design for conformance with standard engineering practices and other governing agency requirements;
- Notify the Town of any changes in scope or budget as soon as possible and propose actions if necessary to correct these changes;
- Maintain communication by being available by phone or e-mail and responding in a timely fashion.
- Maintain project files;
- Prepare monthly progress reports and invoices showing budgeted and actual costs versus work progress status and the projected spending versus progress; and
- Prepare correspondences and memos, and perform other project management activities necessary to keep the project on schedule.

**Task 6: 30% Plans, Specifications and Estimates (PS&E)**

The 30% Submittal will initiate the process of representing the preferred alternative that enhances flood protection, ecosystems and recreation in sufficient detail to guide construction. It will consist of grading plans, landscape drawings, and design drawings all created using appropriate digital format, e.g. CAD or GIS format.

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- **Grading Plans** - The Consultant will develop grading plans showing plan and profile of the flood protection components and detailed construction sections including foundations or other flood protection features.
- **Landscape Drawings** -The Consultant will prepare plans for the living shoreline and park improvements.
- **Design Drawings** - A preliminary list of drawings, including all infrastructure work per WP plans, will be prepared to illustrate the basic scope and approach for final design. Drawings will be prepared in AutoCAD following agreed upon drafting standards. Technical specifications will be prepared in an agreed upon standard format. Reporting for 30% will include an outline of specifications and a preliminary bid schedule. Each progress submittal will also include an updated engineer's estimate of probable quantities and costs and an estimated construction schedule.

**Task 7: 60% PSE**

The Consultant will revise the 30% Submittal to create a 60% Submittal. Reporting for 60% will include a revised outline of specifications and a preliminary bid schedule.

**Task 78: 90% PS&E**

The Consultant will revise the 60% Submittal to create a 90% Submittal. Draft technical specifications and bid schedule at the 90% complete submittal will be provided.

**Task 8: Final PS&E**

The Consultant will revise the 90% Submittal to create Final Design Documents – drawings, cost estimate, specifications, and bid schedule.

**Task 9: Certification Reports**

The following project reports and calculations will be developed:

- Engineer’s Report
- Hydraulic Calculations
- Final Geotechnical Report
- Soils Sources Report
- Operations and Maintenance Plan

**Task 11: Conditional Letter of Map Revision**

The Consultant shall prepare a Conditional Letter of Map Revision (CLOMR) for submittal to FEMA upon completion of final project design in order to secure FEMA’s conditional approval for removing properties from the Special Flood Hazard Area when Project construction is complete.

**Task 11: Environmental Review**

The Consultant shall prepare the appropriate NEPA documents for the project, if required *(will this be required?)*.

**Task 12: Mitigation and Monitoring Plan**

The project may need to include mitigation for wetland impacts. If required, the Consultant shall prepare a Mitigation and Monitoring Plan (MMP) in accordance with the requirements of the USACE and MDEP for project impacts to regulated habitats.

**Task 13: Regulatory Permit Acquisition (optional task service)**

The consultant shall assist the Town in preparation of regulatory permit applications and acquisition of permits needed to construct the project.

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**Task 14: Bidding and Construction Support Services (optional task service)**

The Consultant shall assist the Town during the bidding period as required. While the project is being advertised for bids, all questions concerning the intent to bid shall be referred to the Town for resolution. The Consultant shall provide consultation to the Town in the interpretation of the contract documents. The interpretation of these items shall be analyzed for a decision by the Town as to the proper procedure required. Corrective action shall either be in the form of an addendum or letter of clarification prepared by the Consultant and issued by the Town, or by a covering change order after the award of the construction contract. Consultant shall perform the following tasks associated with project construction:

- Attend pre-construction conference;
- Attend resolution meetings;
- Assist the Town in providing responses to inquiries, change orders, Requests for Information (RFIs), and/or re-design work addenda, and letters of clarifications;
- Provide clarifications/interpretations of plans and specifications;
- Perform shop drawing review and submittal reviews as requested;

- Assist the Town or a designated construction manager with the preparation of contract change orders;
- Perform periodic site visitations and review of construction activities as requested;
- Provide recommendations for changes required by design discrepancies, utility conflicts, or other unforeseen circumstances, which may develop during construction; and
- Provide assistance to final walk-through inspection.

**Task 15: Letter of Map Revision (optional task service)**

The Consultant shall assist the Town in preparation of a Letter of Map Revision for submittal to FEMA after completion of project construction in order to secure FEMA approval for removing protected properties from the Special Flood Hazard Area.

May 26, 2020  
W-P Project No. 13116

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

Subject: Waterfront Parking Sewer Line Project  
Task Order No. 9: Final Design and Construction Documents

Dear Mr. Lutkus:

Thank you for the opportunity to submit the following Task Order for professional services to the Town of Damariscotta related to sewer services replacement within the public parking lot property between Main Street, Water Street and the Damariscotta River. The work will be funded by the United States Economic Development Administration (EDA) and bid documents and contractor selection and contract administration procedures will need to follow EDA's requirements.

The Town has received EDA grant funding towards the sewer service replacement project and other projects within the parking lot. The sewer service replacement project was previously designed as part of the parking lot improvement project that was not bid. The sewer service replacement has been further reviewed and modified by the Great Salt Bay Sanitary District (GSBSD). The current direction for the service replacement would be to install an 8" sewer line along the rear of the buildings to tie service lines into the line rather than extending multiple new service lines across the parking lot to the existing sewer truck line.

The following scope outlines the engineering support for the design through construction of the project.

**Scope of Services:**

1. Prepare final design plans for the sewer line and service lateral replacement. Send final plans to the GSBSD for review.
2. Prepare project specifications for the sewer line and lateral replacement and include provisions required for EDA projects.
3. Submit 90% construction documents (plans and specifications) to EDA for review prior to advertisement.
4. Provide bid assistance for the project with hosting bid documents on the Wright-Pierce web site for contractors to obtain, arrange for bid advertisement, conduct a pre bid meeting with contractors, respond to contractor comments and prepare addenda as necessary, review bids for the Town once bids are received. Submit bid recommendation to EDA for approval of award.



- 5. Construction Administration: Issuing agreements and a notice to proceed to the contractor, conducting a pre-construction meeting for the project, reviewing contractor submittals for conformance with specifications, responding to contractor inquiries, reviewing payment requests, periodic site visits, and preparing a punch list.
- 6. Construction Observation: Provide full time resident project representative (RPR) for construction observation of the project, consisting of 40 hours per week while the contractor is on site. We have assumed the contract duration will be four (4) weeks. The construction observation will include observation of the work progress, communications with owners and engineer, conducting wage interviews and confirming contract quantities.

**Schedule**

On authorization to proceed, work will start on the preparation of specifications and a submittal of 90% construction documents to EDA for approval. We anticipate having an EDA submission two weeks from authorization to proceed. We anticipate the EDA review will take up to four weeks and that construction plans will be finalized during the EDA review period. We anticipate a minimum 30 day bid period and a four week period from acceptance of bids to EDA approval of the award. We anticipate that construction could take four (4) weeks.

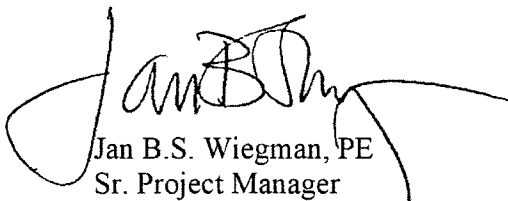
**Fee**

The estimated not to exceed fee for the tasks identified above are listed in the table below.

Task	Description	Fee
1	Prepare Final Design Plans	\$ 4,000.
2	Final Specifications	\$ 3,100.
3	EDA CD Approval Coordination	\$ 1,300.
4	Bid Assistance and Award Approval	\$ 2,800.
5	Construction Administration	\$ 6,100.
6	Construction Observation	\$ 15,800.
7	Expenses	\$ 1,600.
	<b>Total</b>	<b>\$ 34,700.</b>

Thank you for considering Wright-Pierce for these services and we look forward to working with the Town on this project. If you have questions or comments regarding the above scope of services, schedule or fee, please do not hesitate to contact us.

Sincerely,  
WRIGHT-PIERCE



Jan B.S. Wiegman, PE  
Sr. Project Manager  
jan.wiegman@wright-pierce.com



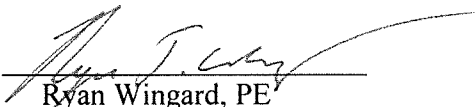


Accepted this \_\_\_\_\_ day of \_\_\_\_\_ 2020.

TOWN OF DAMARISCOTTA, MAINE

WRIGHT-PIERCE

By: \_\_\_\_\_  
Authorized Representative

By:   
Ryan Wingard, PE

Title: \_\_\_\_\_

Title: Vice President