

Agenda
Town of Damariscotta, Maine
Board of Selectmen's Meeting
October 17, 2018, 5:30 PM
Damariscotta Town Hall

- I. Pledge of Allegiance**
- II. Call to Order**
- III. Minutes**
 - 1. October 4 Regular Meeting
 - 2. October 10 Special Meeting
- IV. Financial Reports**
 - 1. Payroll Warrant #'s 17 and 18
 - 2. Accounts Payable Warrant #'s 19 and 20
- V. Presentations**
- VI. Citizen Comments and General Correspondence**
- VII. Town Manager Items**
 - 1. November 6 General Election/Special Town Meeting
- VIII. Official Action Items**
 - 1. Contracts for Fuel Oil and Propane for Town facilities
 - 2. Contract with Wright-Pierce for Preliminary Design of Biscay Beach Improvements
- IX. Selectmen's Discussion Items**
- X. Adjourn for Board of Assessors' Meeting**
- XI. Reconvene in Executive Session RE: Personnel Matter re: Town Manager Employment Agreement Review per 1 M.R.S.A. § 405 (6) (A)**
- XII. Adjournment**

TOWN MANAGER NOTES – OCTOBER 17, 2018
BOARD OF SELECTMEN’S MEETING

Town Manager Items

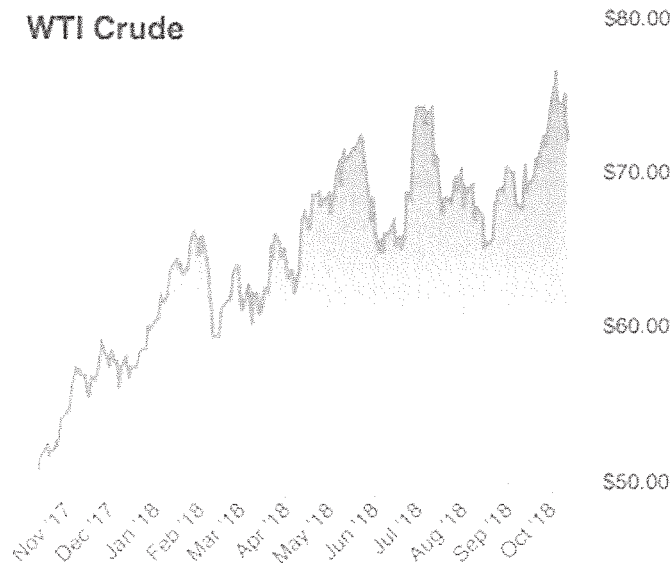
1. November 6 General Election/Special Town Meeting

Official Action Items

1. Contracts for Fuel Oil and Propane for Town facilities-

For at least the past seven years, the Town has obtained its heating oil and propane from Colby and Gale. Given the fact that this local firm has provided very favorable pricing, it has been and continues to be my recommendation to contract with Colby and Gale for the purchase of these fuels. Under the attached agreements, the Town will pay the market price up to a maximum of \$1.69 per gallon for propane and \$2.899 for fuel oil. The Town has budgeted \$18,100 for these fuels in FY 2019.

Although the actual market price may be lower over the next twelve months, the cap prices quoted have increased from last year by 32 % for the fuel oil used at the Fire Department and 12.7% for propane used at the other facilities. This is the result of increases in the price of crude oil over the past year as shown in the following chart provided by Matt Poole at Colby and Gale:



Recommended Action: Waive Town Charter bid guidelines and authorize the Town Manager to execute contracts with Colby and Gale for the purchase of #2 Fuel Oil and Propane for the period extending through September 30, 2019.

2. Contract with Wright-Pierce for Preliminary Design of Biscay Beach Improvements

In July, 2017 the Board accepted a Submerged Lands Grant Award For Biscay Beach Improvements Design of in the amount of a \$3,250. This grant through the Department of Agriculture, Conservation and Forestry was to be used toward the design of a boat ramp at Biscay Beach. The minimum local match of \$1,625 was included in the total of \$3,750 that was set aside in capital reserves for the project. Initially, the grant and matching Town dollars were to be used to design a boat ramp installed on the Town-owned parcel to separate the area used by boaters backing up trailers from the area used by bathers. After a public hearing and subsequent public meeting where the concept was reviewed with interested citizens including users of the park, Biscay Pond residents and representatives from the Pemaquid Watershed Association, it was decided to change the scope of the project to not include a hard surface trailer boat ramp, and add to a hand-carry boat launch area and overall improvements to the design plans .

Early this year, I sent the Department of Agriculture, Conservation and Forestry a request to allow the Town to change the scope in the design project and just recently received their approval. This past week, Travis Pryor, Hugh Priebe and I met with representatives of the Pemaquid Watershed Association to discuss what should be included in a preliminary design. Our meeting included an onsite visit to the park. The work that Wright – Pierce has done thus far has been provided as part of the Town’s general services agreement that the Town has in place with the firm.

Given that we now have approval from the State to proceed with the partially grant-funded design project, I am recommending that the Town execute a formal agreement with Wright-Pierce to begin the actual design work. Under the terms of the attached agreement, the firm will complete a preliminary (25%) design that will be reviewed with the Town and the various stakeholders and, based on the feedback that they receive, complete a 50% design. Wright-Pierce will also be coordinating its work with various State agencies as required.

Wright-Pierce will be including the following in their preliminary design:

- Paved parking with a modest expansion of the lot area to allow vehicles to park further away from the traffic on Biscay Road
- The addition of ADA accessibility from the parking lot to the beach area
- A paved (ADA accessible) ramp for hand carry craft
- No change in the unimproved space allotted to boat trailer access
- Improved landscape, shore stabilization and better site drainage to reduce erosion and reduce the amount of contamination of the pond from the road and parking
- Decluttering of signage
- Replacement of the porta-potty with a more permanent toilet (with pump-out tank) that is closer to the beach and further away from the road.

Recommended action: Authorize the Town Manager to execute the attached agreement (Task Order #5) with Wright-Pierce Engineering for preliminary design for improvements to Biscay Beach park for a contract amount not to exceed \$6,500.

A Board of Assessors' Meeting will follow the regular meeting.

I am also asking the Board to meet in executive session to consider an extension of my employment agreement when it expires next July.

PO Box 208
154 Biscay Road
Damariscotta, ME 04543



Telephone: 207-563-3414
1-800-649-0626
Fax: 207-563-1814
colbyandgale.com

2018-2019 CAP Price Plan Agreement

COLBY & GALE, INC., subject to all the terms and conditions, agrees to sell fuel products to Town of Damariscotta Account # 7818 Town office

At the following physical address: 21 School St, Damariscotta

Contact Person: _____ Phone# _____

Accounts Payable Contact: _____ Phone# _____

	<u>Contracted Gallons</u>	<u>CAP Price per Gallon</u>
<input type="checkbox"/> Fuel Oil	_____	\$ _____
<input type="checkbox"/> Kerosene	_____	\$ _____
<input checked="" type="checkbox"/> Propane	<u>5300</u>	<u>\$ 1.69</u>

Payments – Your account will be set up commercial and billed monthly, with payments due by the 10th of each month. If monthly payments are not made when due, Colby and Gale, Inc. may cancel this agreement on ten days notice.

Price - You will pay either our daily market price at time of delivery or the CAP price, whichever is lower. Fuel delivered in excess of contracted amount will be priced at the daily market price.

Delivery- Automatic delivery service is required for all CAP price accounts. Removing yourself from automatic delivery, refusal to accept an automatically scheduled delivery, receiving deliveries outside this contract and not maintaining access to fill locations will result in the canceling of this contract.

Colby & Gale's obligation to perform these agreements is based on our suppliers' ability to fulfill their contracts with us. If dramatic events (i.e., Force Majeure [Acts of God], terrorism, war, strikes, embargoes, etc.) interfere, we reserve the right to cancel any or all plans without notice or penalty.

Non-Contract Items – Products, service work, cleanings, etc. must be paid within 30 days to continue to qualify for the CAP price plan. If non-contract items are not paid for within 30 days, Colby and Gale, Inc. may cancel this agreement on ten days notice.

CAP Pricing Plan is in effect from October 1, 2018 through September 30, 2019.

Deadline- This contract must be signed and returned by Oct. 19, 18.

REMARKS - _____

Approved by: _____ Date Oct 4, 18
Johanna M. Penolieton
Colby and Gale, Inc.

Accepted by: _____ Date _____

Customer Signature

Please sign and return

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154 Biscay Road
Damariscotta, ME 04543



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2018-2019 CAP Price Plan Agreement

COLBY & GALE, INC., subject to all the terms and conditions, agrees to sell fuel products

to Town of Damariscotta Account # 7809 Shop beside Salt
At the following physical address: Heater Rd, Damariscotta Shed

Contact Person: _____ Phone# _____

Accounts Payable Contact: _____ Phone# _____

	<u>Contracted Gallons</u>	<u>CAP Price per Gallon</u>
<input type="checkbox"/> Fuel Oil	_____	\$ _____
<input type="checkbox"/> Kerosene	_____	\$ _____
<input checked="" type="checkbox"/> Propane	<u>300</u>	<u>\$ 1.69</u>

Payments – Your account will be set up commercial and billed monthly, with payments due by the 10th of each month. If monthly payments are not made when due, Colby and Gale, Inc. may cancel this agreement on ten days notice.

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Approved by: _____ Date Oct 4, 18
Johanna M. Penolletan
Colby and Gale, Inc.

Accepted by: _____ Date _____

Customer Signature

Please sign and return

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Damariscotta, ME 04543



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colbyandgale.com

2018-2019 CAP Price Plan Agreement

COLBY & GALE, INC., subject to all the terms and conditions, agrees to sell fuel products

to Town of Damariscotta Account # 16431 Fire Station

At the following physical address: 27 Massasoct Dr, Damariscotta

Contact Person: _____ Phone# _____

Accounts Payable Contact: _____ Phone# _____

	<u>Contracted Gallons</u>	<u>CAP Price per Gallon</u>
<input checked="" type="checkbox"/> Fuel Oil	<u>3200</u>	\$ <u>2.899</u>
<input type="checkbox"/> Kerosene	_____	\$ _____
<input checked="" type="checkbox"/> Propane	<u>50</u>	\$ <u>1.69</u>

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REMARKS - _____

Approved by: John M. Penolletan
Date Oct 4, 18
Colby and Gale, Inc.

Accepted by: _____
Date _____
Customer Signature

please sign and return

October 8, 2018
W-P Project No. 13036D

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

RE: Biscay Pond Boat Launch Preliminary Engineering
Task Order No. 5

Dear Mr. Lutkus:

We appreciate this opportunity to submit this for professional services to the Town of Damariscotta related to preliminary design of a hand carry boat launch on Biscay Pond at the Town's Biscay Road property.

Specific project issues / goals that have been identified include:

- Provide preliminary engineering services to develop plans and a construction cost estimate for installation of a new hand carry boat launch and associated ADA compliant walkways and vehicular parking at the Town's property abutting Biscay Pond on Biscay Road;
- Coordinate the design effort with the Maine Submerged Lands Program (MeSLP), Harbor Management and Access grant funding requirements;
- Coordinate the design effort with the Maine Department of Agriculture, Conservation and Forestry's (MaineDACF) Boating Facility Program with the intent to apply for future permitting and construction funding support;
- Coordinate the design effort with the Maine Department of Transportation in terms of vehicular access to and from Biscay Road; and
- Coordinate with local stakeholders such as the Pemaquid Watershed Association to solicit local public input for the project.

Scope of Services

We propose the following Scope of Services for this project:

1. Preliminary Design

- 1.1 Compile existing conditions plans based on site documentation by Wright-Pierce, the Town of Damariscotta, and the Maine Department of Transportation (Water levels, Right of Way Mapping, Town Zoning, etc.)
- 1.2 Meet with local stakeholders to discuss preliminary design goals.



- 1.3 Perform 1 day topographic spot grade vertical survey and horizontal site layout field measurements.
- 1.4 Develop draft preliminary design plans (25%) for review by the Town, MaineSLP, MaineDACF and MaineDOT for review.
- 1.5 Present plans at a public input meeting.
- 1.6 Refine the preliminary design plans based on public feedback, identify the need to obtain any local, state and federal regulatory permits, and develop preliminary construction cost estimates.
- 1.7 Provide preliminary design plans (50%) and construction cost estimates to the Town.

Schedule

We are prepared to proceed with this initiative immediately upon authorization to proceed.

Additional Services

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

Fee

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

For Scope of Service Task 1
\$6,500.

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

Very truly yours,

WRIGHT-PIERCE

Travis J. Pryor, RLA,
Project Manager

Accepted this _____ day of _____, 2018

OWNER:

By _____
Authorized Representative

Title _____

WRIGHT-PIERCE:

By 
Jonathan C. Edgerton, PE

Title Senior Vice President