



Agenda
Board of Selectmen's Meeting
Town of Damariscotta, Maine
July 21, 2021; 5:30 PM
Damariscotta Town Hall
Meeting also to be held remotely via Zoom

- I. Pledge of Allegiance**
- II. Call to Order**
- III. Minutes**
 - 1. July 7 Meeting
- IV. Financial Reports**
 - 1. Payroll Warrant
 - 2. Accounts Payable Warrants
- V. Presentations**
- VI. Citizen Comments and General Correspondence**
- VII. Town Manager Items**
 - 1. Waterfront Improvement Project Update
 - 2. Restroom Project Update
 - 3. Upgrades to Board Room Audio/Visual Equipment
 - 4. Maine Municipal Association Ballot
 - 5. Board of Assessors' Meeting -August 4
- VIII. Official Action Items**
 - 1. Animal Control Services Agreement
 - 2. Miles Street Reconstruction Bid
 - 3. Coronavirus State and Local Fiscal Recovery Funds Application
- X. Selectmen's Discussion Items**
- XI. Adjournment**

Workshop on 2021-22 Workplan to follow regular meeting

Town Manager Notes for July 21, 2021 Board of Selectmen's Meeting

Town Manager items:

Waterfront Improvement Project Update -Town Staff have had several remote and in -person meetings with the Town's consultants and representatives from EDA and FEMA during the past two weeks to discuss the next steps in the design process for the remaining elements of the project. The 30% design has now been completed. the design drawings are attached.

The estimated cost of the flood residency component of the project, especially with a 13.1 foot elevation height wall, is a major concern. To summarize the multiple discussions in a nutshell, EDA is agreeable to the Town's bidding the project out with the flood wall being an alternate bid. If bid prices come back in amount higher than the amount available for the grant-funded project, the Town may proceed with the award of the bid for the construction of the storm water improvements and pedestrian access improvements. The Town can then reapply for the grant funds needed to complete the flood wall and the park improvements.

Restroom Project Update (verbal update)

Upgrades to Board Room Audio/Visual Equipment -The funding that will allow LCTV to proceed with the purchase of equipment listed during their July 7 presentation has been included in the Accounts Payable Warrant for this meeting.

Maine Municipal Association Ballot (attached)

Board of Assessors' Meeting -August 4 (verbal)

Official Action Items:

1. **Animal Control Services Agreement-** Attached for the Board's review is a cover letter from Deputy Lincoln County Sheriff Rand Maker and the proposed contract with the Lincoln County Sheriff's Office for the continuation of animal control services for Damariscotta. The agreement is the same as the FY 2021 Agreement with the exception of the dates. The actual cost of the services will depend on the amount of service provided to Damariscotta residents. Costs for this service during the past two years have been below the \$3,500 budgeted.

Recommended action: Renew the contract with Lincoln County for animal control services for Fiscal Year 2022.

2. **Miles Street Reconstruction Bid-** The previous construction estimate from Gartley and Dorsky is attached. The work listed would be comparable to the bid for Alternate 2, i.e., the project without the additional 2 feet for the minimum road elevation.

The engineer's "estimate of probable costs" including the granite curbing was \$344,000 which included a 20% contingency. Adding in the high end of the range for engineering and permitting costs (5/6/2020 memo) brought the total estimated project cost to \$380,000. In

the Town's five-year plan and in the capital reserve requests, I requested \$400,000 (\$200K each for LCH and the Town). The Town's share was subsequently approved at the last two Town Meetings. Last Friday, the engineer let me know that in June, Gartley and Dorsky had revised their estimated project cost to \$900,000.

Given that the only bid received for the base project is \$995,000 and \$886,640 with alternate reductions, the majority of members on the Public Works Committee are recommending that the bid be rejected. The bid and bid tabulation is attached.

Town staff will be meeting with the project engineer, Lincoln Health and the Public Works Committee to discuss next steps.

Recommended Action: Reject the bid from Hagar Enterprises for the Miles Street Reconstruction Project

3. **Coronavirus State and Local Fiscal Recovery Funds Application-** Although it appears to some that there is a wide range of Covid-related relief funding available, the most recent plan approved by Congress and the President is very specific with regard to the activities that will be eligible to receive funding under this program.

To view the most recent guidance available on this program click on:

https://memun.org/DesktopModules/Bring2mind/DMX/Download.aspx?Command=Core_Download&EntryId=14931&language=en-US&PortalId=0&TabId=204

Pages 3 to 5, of the above linked document provide an executive summary.

After reviewing the guidelines, I believe that the stormwater portion of our Waterfront Project is eligible for grant funding under this program since it was planned prior to 3/3/21 and expenses will be incurred by 12/31/24. (Per Section 5.6 of the approved expenditure categories.) The amount of funding that will be available directly to the Town through the State has been increased to \$227,165. This does not include any funding that the Town might be able to obtain from the County's allocation of \$6.7 million.

The Waterfront consultants have estimated that the parking lot storm water improvements will cost \$706,035. As noted above, it is unlikely that the funding currently available for the Waterfront Project will be sufficient to cover larger project's cost especially if a 13.1 foot elevation flood wall is required.

Given that the deadline by which "non-entitlement" municipalities may apply for funding is quickly approaching, I am asking the Board to authorize me to submit an application for partial funding of the Waterfront Project stormwater improvements from the State and Local Fiscal Recovery Fund. Using the Town's allocation for this purpose would not preclude our asking the County to utilize some of their funds for broadband expansion or other grant-eligible use in Damariscotta.

Recommended action: Authorize the Town Manager to submit a grant application to the State that would, if approved, allow the Town to use its State and Local Fiscal Recovery Fund allocation for Waterfront Project stormwater drainage improvements.

BID SET No. _____

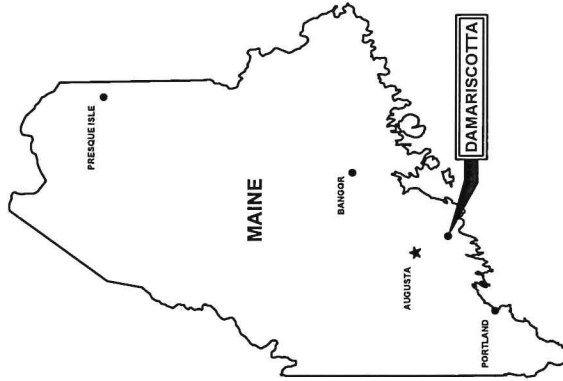
TOWN OF DAMARISCOTTA, MAINE

CONTRACT DRAWINGS FOR

DOWNTOWN FLOOD PROTECTION IMPROVEMENTS

MAY 2021

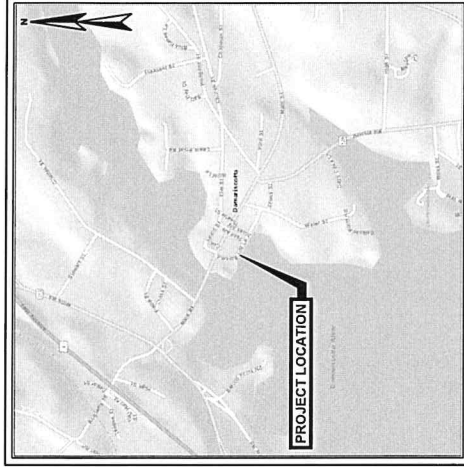
30% DESIGN SUBMISSION



GENERAL	
—	CIVIL
C1	GENERAL NOTES, LEGEND & ABBREVIATIONS
C2	EXISTING CONDITIONS & DEMOLITION PLAN
C3	PROPOSED SITE LAYOUT PLAN
C4	PROPOSED GRADING & DRAINAGE PLAN
C5	PROPOSED SITE UTILITY PLAN
C6	FLOOD WALL PROFILES & SECTIONS
C7	DETAILS I
C8	DETAILS II
C9	EROSION CONTROL NOTES & DETAILS

DRAWING INDEX

COVER SHEET
GENERAL NOTES, LEGEND & ABBREVIATIONS
EXISTING CONDITIONS & DEMOLITION PLAN
PROPOSED SITE LAYOUT PLAN
PROPOSED GRADING & DRAINAGE PLAN
PROPOSED SITE UTILITY PLAN
FLOOD WALL PROFILES & SECTIONS
DETAILS I
DETAILS II
EROSION CONTROL NOTES & DETAILS



LOCATION PLAN
SCALE: NIT



WRIGHT-PIERCE
Engineering a Better Environment
(207) 725-8721 | www.wright-pierce.com

FOR REVIEW MAY 28, 2021
FOR BIDDING
WP PROJECT No. 20459

Table with columns: NO, REVISIONS, APPROVAL DATE, PROJECT NO. 2019-0001, SHEET NO. 131 OF 131, DATE 11/15/2019, DRAWN BY M. BROWN, CHECKED BY J. BROWN, DATE 11/15/2019, APPROVED BY J. BROWN, DATE 11/15/2019.

CIVIL ABBREVIATIONS table listing symbols for various utilities and features like DIAMETER, NUMBER, FLOOD, BUILDING, CATCH BASIN, etc.

LEGEND table showing symbols for EXISTING and PROPOSED features such as PROPERTY/ROW LINE, STREET/UTILITY LINE, EXISTING/PROPOSED CURBING, etc.

SURVEY & LAYOUT NOTES
1. DO NOT SCALE DRAWINGS UNLESS OTHERWISE NOTED. WRITTEN DIMENSIONS AND STATIONING SHALL PREVAIL.
2. EXISTING TOPOGRAPHIC SURVEY AND BOUNDARY SURVEY INFORMATION IS BASED ON A PLAN ENTITLED "MUNICIPAL PARKING LOT, DAMARISCOTTA, VERMONT, MAINE" BY MAINE COST SURVEY, DATED APRIL 7, 2009. SUPPLEMENTARY TOPOGRAPHIC DATA WAS ADDED BY WRIGHT-PIERCE CONSULTANTS, INC. ON 12/15/2018. SURVEY INFORMATION IS BASED ON A PLAN ENTITLED "MUNICIPAL PARKING LOT, DAMARISCOTTA, VERMONT, MAINE" BY MAINE COST SURVEY, DATED APRIL 7, 2009. SUPPLEMENTARY TOPOGRAPHIC DATA WAS ADDED BY WRIGHT-PIERCE CONSULTANTS, INC. ON 12/15/2018.

GENERAL NOTES
1. ALL UTILITIES SHOWN ON THIS DRAWING ARE BASED ON RECORD DRAWINGS AND FIELD SURVEY DATA. THE CONTRACTOR SHALL VERIFY THE LOCATION AND DEPTH OF ALL UTILITIES PRIOR TO CONSTRUCTION. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY RIGHTS OF WAY AND EASEMENTS. THE CONTRACTOR SHALL VERIFY THAT THE PROVISIONS OF EACH EASEMENT AS THEY APPLY TO THE WORK AND AS REQUIRED BY THE TOWN SHALL BE STRICTLY ADHERED TO. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY RIGHTS OF WAY AND EASEMENTS. THE CONTRACTOR SHALL VERIFY THAT THE PROVISIONS OF EACH EASEMENT AS THEY APPLY TO THE WORK AND AS REQUIRED BY THE TOWN SHALL BE STRICTLY ADHERED TO.

UTILITY NOTES
1. ALL UTILITY COVERS, CATCH BASINS, MANHOLES, VALVE BOXES AND OTHER BURIED FACILITIES WITH SURFACE ACCESS SHALL BE ADJUSTED TO MATCH THE NEW PAVEMENT GRADE UNLESS OTHERWISE NOTED. THE RELOCATION OF UTILITY POLES WILL BE PERFORMED BY THE APPROPRIATE UTILITY OR ITS CONTRACTOR TO COORDINATE ALL UTILITY RELOCATION AND INSTALLATION WITH THE APPROPRIATE UTILITY COMPANY.
2. ALL EXISTING WATER, SEWER AND STORM DRAIN LINES DISCOVERED DURING CONSTRUCTION ARE TO REMAIN IN SERVICE EXCEPT AS OTHERWISE INDICATED. ANY EXISTING WATER, SEWER AND STORM DRAIN LINES DISCOVERED DURING CONSTRUCTION ARE TO REMAIN IN SERVICE EXCEPT AS OTHERWISE INDICATED. ANY EXISTING WATER, SEWER AND STORM DRAIN LINES DISCOVERED DURING CONSTRUCTION ARE TO REMAIN IN SERVICE EXCEPT AS OTHERWISE INDICATED.

GRADING AND DRAINAGE NOTES
1. ALL EXISTING GRADE, DRAINAGE AND DRAINAGE STRUCTURES SHALL BE MAINTAINED UNLESS OTHERWISE NOTED. ALL RECONSTRUCTED ROAD, DRIVE, PARKING AND DRIVEWAY AREAS SHALL MATCH EXISTING SLOPE CONDITIONS UNLESS OTHERWISE NOTED.
2. ALL EXISTING GRADE SHALL BE MAINTAINED UNLESS OTHERWISE NOTED. ALL RECONSTRUCTED ROAD, DRIVE, PARKING AND DRIVEWAY AREAS SHALL MATCH EXISTING SLOPE CONDITIONS UNLESS OTHERWISE NOTED.

SITE DEMOLITION NOTES
1. REFER TO THE EXISTING CONDITIONS AND DEMOLITION PLAN, DWG. 04, FOR UNITS OF WORK AND SPECIFIC INFORMATION REGARDING DEMOLITION AND REMOVAL. THIS DRAWING IS FOR USE AS GENERAL GUIDANCE ONLY.
2. REFER TO SPECIFICATION SECTION 02100, WHICH CONTAINS INFORMATION ON CONSTRAINTS OF CONSTRUCTION SEQUENCING.
3. UNLESS OTHERWISE NOTED, THERE IS NO KNOWN ASBESTOS WITHIN THE AREA OF WORK. IF THE PRESENCE OF ASBESTOS IS DISCOVERED, THE CONTRACTOR SHALL NOTIFY THE OWNER AND THE ENGINEER IMMEDIATELY. DISPOSAL OF ASBESTOS SHALL BE IN ACCORDANCE WITH STATE OF MAINE REGULATIONS.

GENERAL NOTES
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TOWN OF DAMARISCOTTA
STORMWATER IMPROVEMENTS
DAMARISCOTTA, MAINE

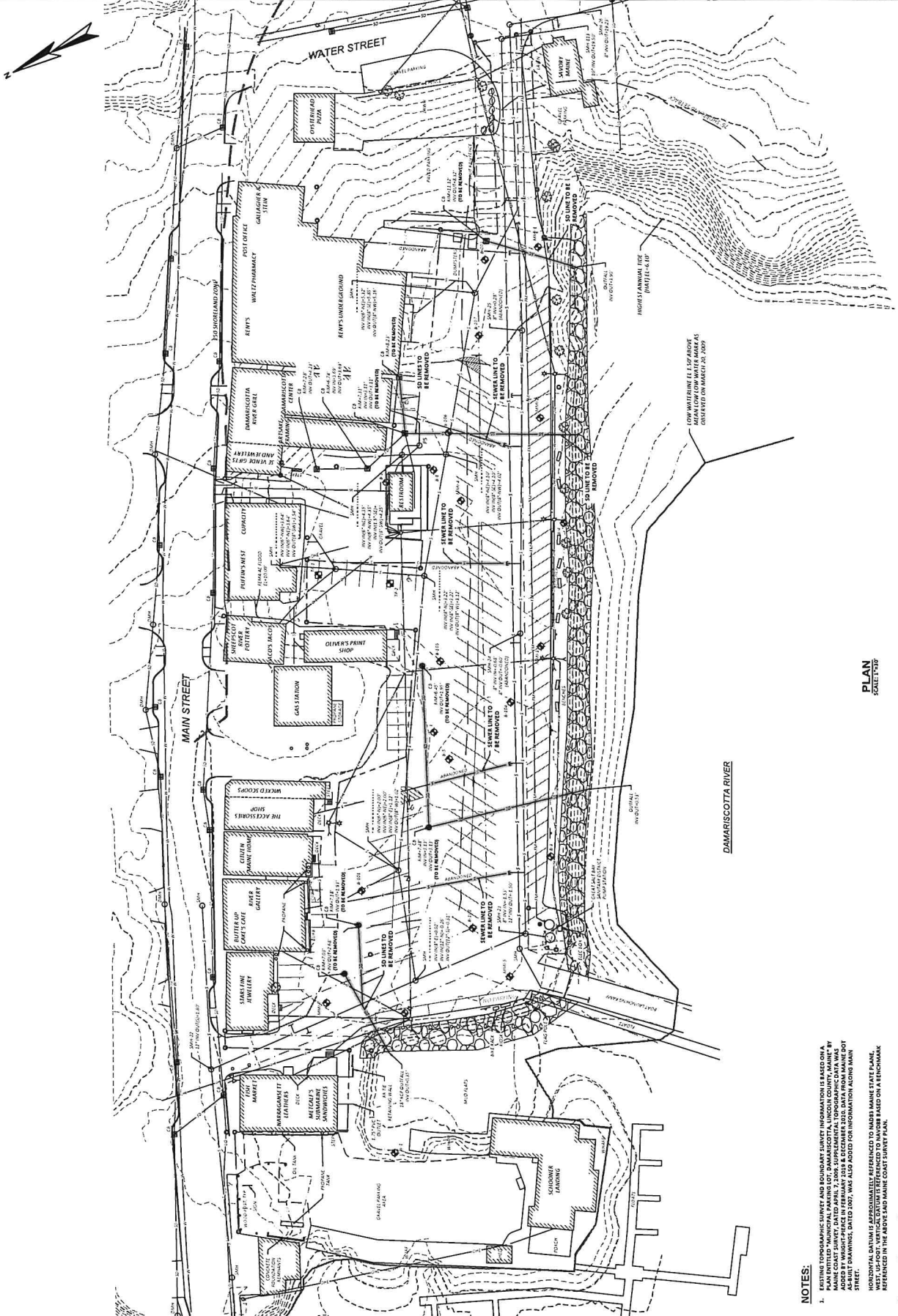
WRIGHT-PIERCE
(207) 725-8721 | WWW.WRIGHT-PIERCE.COM

11 BOWEN HALL BLVD, TOPSHAM, ME 05098

EXISTING CONDITIONS DEMOLITION PLAN

NO.	REVISIONS	APPROVED DATE

PROJECT NO.	2023
PROJECT NAME	STORMWATER IMPROVEMENTS
CLIENT	TOWN OF DAMARISCOTTA
DESIGNED BY	R. WRIGHT
CHECKED BY	R. WRIGHT
DATE	10/24/23
REVISIONS	
APPROVED BY	
DATE	
DESIGNED BY	
DATE	
APPROVED BY	
DATE	



NOTES:

- EXISTING TOPOGRAPHIC SURVEY AND BOUNDARY SURVEY INFORMATION IS BASED ON A PLAN FILED: MUNICIPAL PLANNING LOT, DAMARISCOTTA, LINCOLN COUNTY, MAINE BY WRIGHT-PIERCE ON 02/05/2019. THE PLAN IS FILED AT THE OFFICE OF THE CLERK OF COURTS, LINCOLN COUNTY, MAINE. THE PLAN IS FILED UNDER CASE NO. 19-001. THE PLAN IS FILED UNDER CASE NO. 19-001. THE PLAN IS FILED UNDER CASE NO. 19-001. THE PLAN IS FILED UNDER CASE NO. 19-001.



PLAN
COLLECTOR

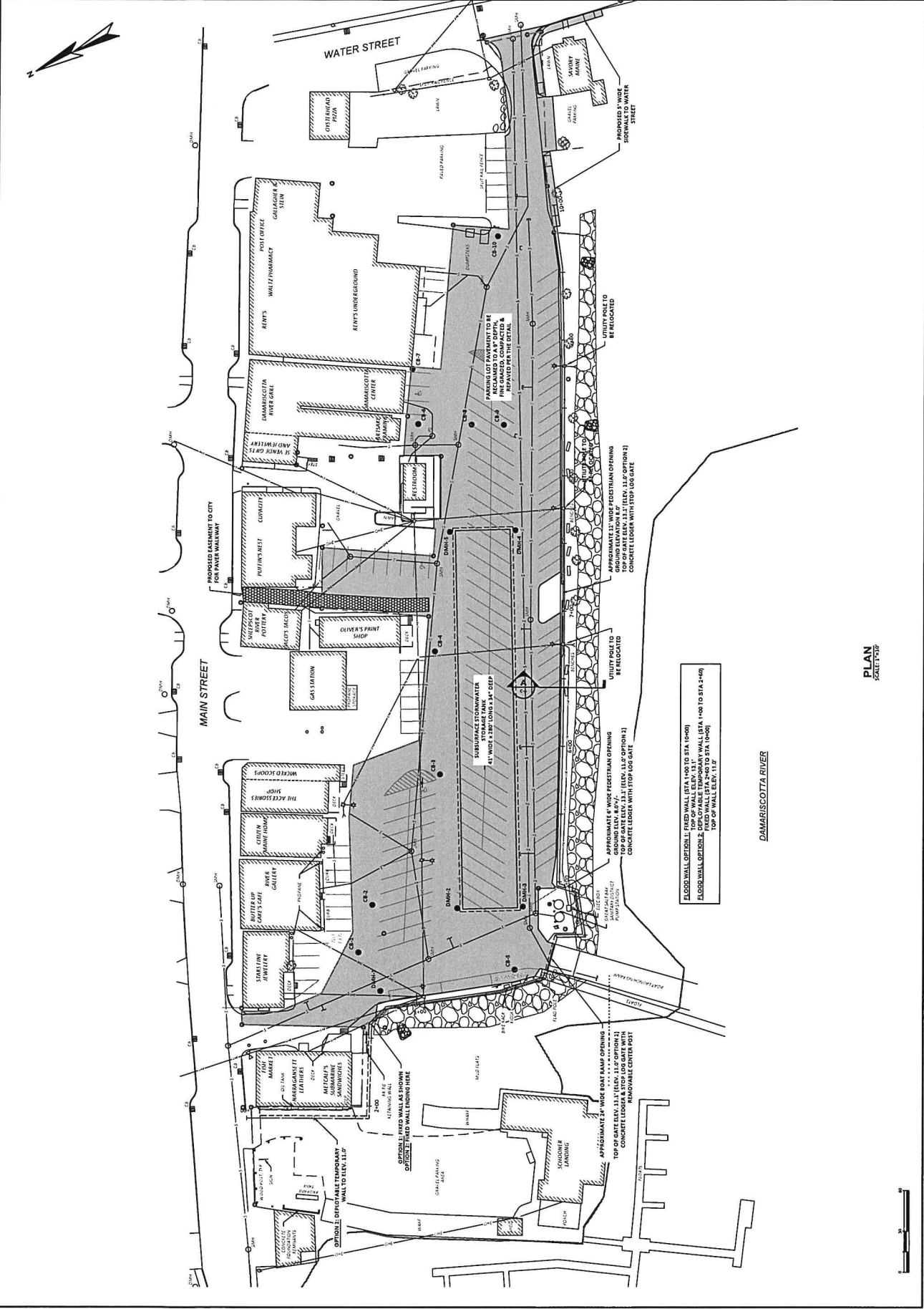
TOWN OF DAMARISCOTTA
STORMWATER IMPROVEMENTS
DAMARISCOTTA, MAINE

PROPOSED SITE LAYOUT PLAN

WRIGHT-PIERCE
11 BUSHNELL STREET, TOPSHAM, ME 05626
(207) 725-8721 | WWW.WRIGHT-PIERCE.COM

NO.	DATE	REVISIONS
1	1-2-21	ISSUED FOR PERMITS
2	1-2-21	REVISED PER COMMENTS
3	1-2-21	REVISED PER COMMENTS
4	1-2-21	REVISED PER COMMENTS
5	1-2-21	REVISED PER COMMENTS
6	1-2-21	REVISED PER COMMENTS
7	1-2-21	REVISED PER COMMENTS
8	1-2-21	REVISED PER COMMENTS
9	1-2-21	REVISED PER COMMENTS
10	1-2-21	REVISED PER COMMENTS

PROJECT NO.	2019-01
CLIENT	TOWN OF DAMARISCOTTA
DESIGNER	WRIGHT-PIERCE
DATE	1-2-21
SCALE	AS SHOWN
APPROVED	[Signature]
DATE	1-2-21



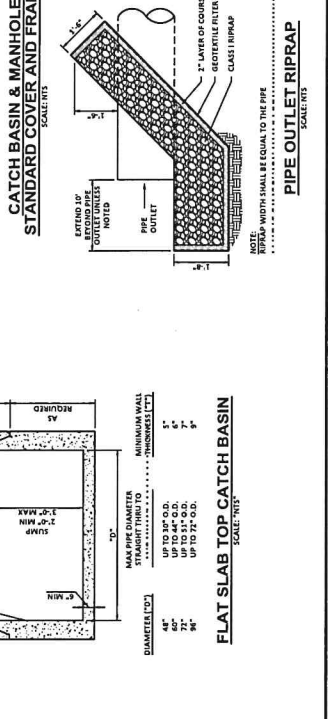
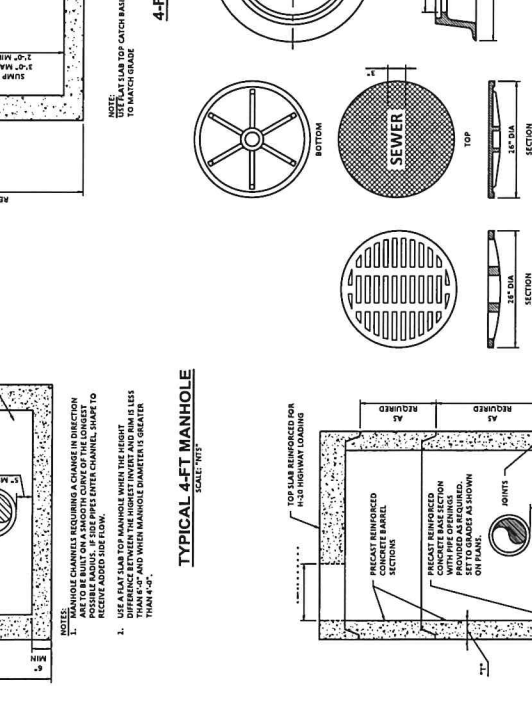
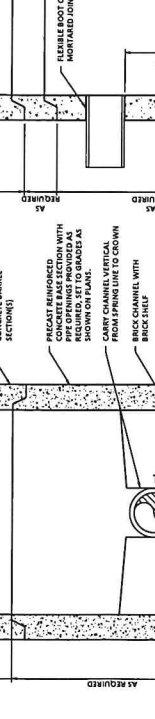
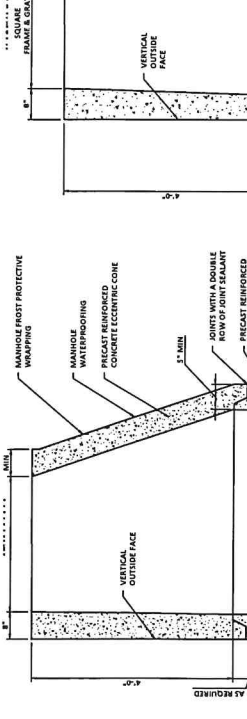
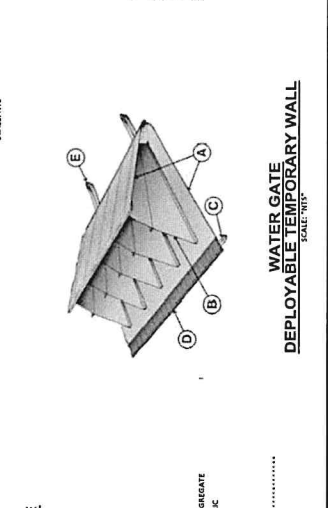
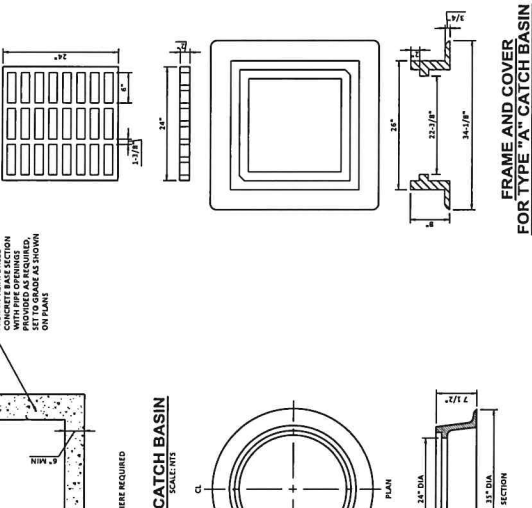
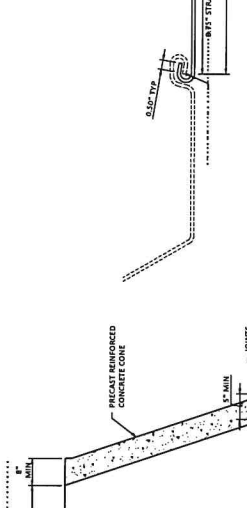
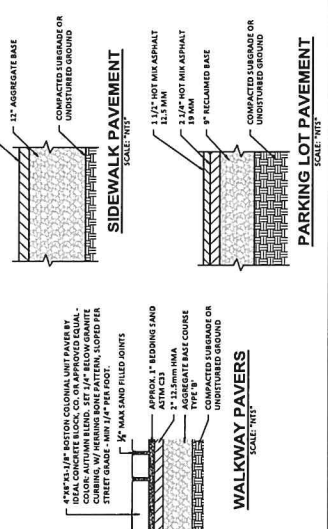
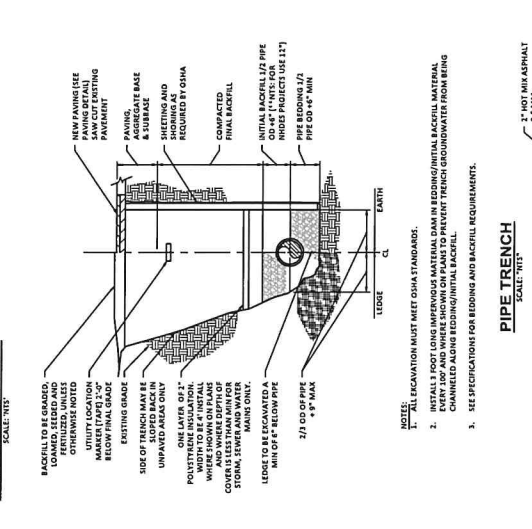
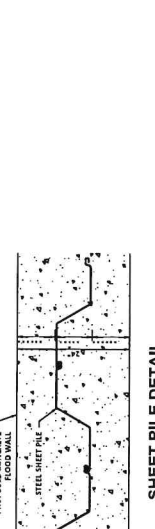
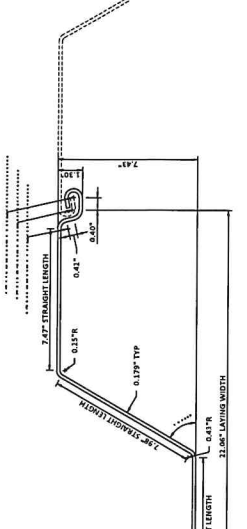
FLOOD WALL, OPTIONAL: FIXED WALL (STA 1+00 TO STA 1+00)
 FLOOD WALL, OPTIONAL: DEPLOYABLE TEMPORARY WALL (STA 1+00 TO STA 1+00)
 FLOOD WALL, OPTIONAL: DEPLOYABLE TEMPORARY WALL (STA 1+00 TO STA 1+00)
 TOP OF WALL ELEV. 11.2

PLAN
SCALE 1"=20'

NO.	DATE	REVISIONS
1	11/15/17	ISSUED FOR PERMITS
2	01/10/18	REVISED PER COMMENTS
3	02/01/18	REVISED PER COMMENTS
4	02/01/18	REVISED PER COMMENTS
5	02/01/18	REVISED PER COMMENTS
6	02/01/18	REVISED PER COMMENTS
7	02/01/18	REVISED PER COMMENTS
8	02/01/18	REVISED PER COMMENTS
9	02/01/18	REVISED PER COMMENTS
10	02/01/18	REVISED PER COMMENTS

PROJECT NO. 2013	CLIENT: TOWN OF DAMARISCOLTA
DATE: 11/15/17	DESIGNED BY: J. WILSON
CHECKED BY: J. WILSON	DATE: 11/15/17
APPROVED BY: J. WILSON	DATE: 11/15/17
PROJECT NO. 2013	CLIENT: TOWN OF DAMARISCOLTA

WRIGHT-PIERCE
 11 MONROE HILL SQUARE, TOPSFIELD, MA 01462
 (207) 725-8221 | WWW.WRIGHT-PIERCE.COM



MANHOLE CHANNELS REQUIRING A CHANGE IN DIRECTION ARE TO BE BUILT ON A SMOOTHER CURVE OF THE LONGEST PRACTICABLE RADIUS. THE CHANNEL SHOULD BE RECEIVED ADDED SIDE FLOW.

1. USE A FLAT SLAB TOP MANHOLE WHEN THE HEIGHT DIFFERENCE BETWEEN THE HIGHEST INVERT AND B.M. IS LESS THAN 4'-0". USE A CURVED MANHOLE WHEN THE HEIGHT DIFFERENCE IS GREATER THAN 4'-0".

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Maine Municipal
Association

60 COMMUNITY DRIVE
AUGUSTA, MAINE 04330-9486
(207) 623-8428
www.memun.org

TO: Key Municipal Officials of MMA Member Cities, Towns and Plantations

FROM: David Barrett, Interim MMA Executive Director
(Director, MMA Personnel Services & Labor Relations)

DATE: July 12, 2021

SUBJECT: MMA Annual Election - Vice President and Executive Committee Members

Deadline: Friday, August 20, 2021 by 12:00 noon

Nomination Process – Each year member municipalities have an opportunity to vote in the election of the proposed MMA Vice President and municipal officials to serve on the MMA Executive Committee. A five-member Nominating Committee was appointed in March to review nominations submitted by municipal officials and conduct interviews with those municipal officials qualifying for and interested in serving as the MMA Vice President and on the MMA Executive Committee. The MMA Nominating Committee completed its task in May and put forth the 2022 Proposed Slate of Nominees to member municipalities.

Petition Process – As part of the May mailing, information was also provided on the MMA Petition Process. Pursuant to the MMA Bylaws, nominations may also be made by Petition signed by a majority of the municipal officers in each of at least 5 member municipalities. The deadline for receipt of nominations by petition was Friday, July 9, by 4:30 pm. There were no municipal officials nominated by petition.

It is now time for each member municipality to cast its official vote.

Election Process – Enclosed you will find the MMA Voting Ballot which includes the proposed Slate of Nominees to serve on the MMA Executive Committee as selected by the MMA Nominating Committee. A brief biographical sketch on each nominee listed on the MMA Voting Ballot is enclosed for your reference. You will note that unlike municipal elections, MMA does not provide for "Write-in Candidates" since our process includes an opportunity to nominate a candidate by petition, as noted above.

The MMA Voting Ballot must be signed by a majority of the municipal officers or a municipal official designated by a majority of the municipal officers, and received by the Maine Municipal Association by 12:00 noon on Friday, August 20, 2021. We have enclosed a self-addressed self-stamped envelope for your convenience. MMA Voting Ballots will be counted that afternoon and the election results confirmed under the direction of MMA President James Gardner, Jr., Town Manager, Town of Easton.

Election results will be available by contacting the MMA Executive Office or by visiting the MMA website at www.memun.org on Monday, August 23. A formal announcement of the election results will be made at the MMA Annual Business Meeting being held and live broadcasted on Thursday, September 30, at 11:00 a.m. Newly elected Executive Committee members will be introduced at the MMA Awards Luncheon as well as the MMA Annual Business Meeting and will officially take office on January 1, 2022.

If you have any questions on the Election Process, please contact me or Theresa Chavarie at 1-800-452-8786 or in the Augusta area at 623-8428, or by e-mail at tchavarie@memun.org. Thank you.



MAINE MUNICIPAL ASSOCIATION
VOTING BALLOT

Election of MMA Vice President and Executive Committee Members
Deadline for Receipt of Voting Ballots – 12:00 noon on Friday, August 20, 2021

VICE-PRESIDENT - 1 YEAR TERM

Vote for One

Proposed by MMA Nominating Committee:

Elaine Aloes, Chair of Selectboard, Town of Solon

EXECUTIVE COMMITTEE MEMBERS - 3 YEAR TERM

Vote for Three

Proposed by MMA Nominating Committee:

David Cyr, Town Manager, Town of Frenchville

Melissa Doane, Town Manager, Town of Bradley

**Justin Poirier, Town Manager, Town Administrator
Town of Chebeague Island**

Please note that unlike municipal elections, MMA does not provide for "Write-in Candidates" since our process includes an opportunity to nominate a candidate by petition.

The Voting Ballot may be cast by a majority of the municipal officers, or a municipal official designated by a majority of the municipal officers of each Municipal member.

Date: _____

Municipality: _____

Signed by a Municipal Official designated by a majority of Municipal Officers:

Print Name: _____

Signature: _____

Position: _____

OR Signed by a Majority of Municipal Officers

Current # of Municipal Officers: _____

Print Names:

Signatures:

Return To:
*MMA Annual Election
Maine Municipal Association
60 Community Drive
Augusta, Maine 04330
FAX: (207) 626-3358
Email: rlambert@memun.org*

**MAINE MUNICIPAL ASSOCIATION
BIOGRAPHICAL SKETCH OF
PROPOSED SLATE OF NOMINEES FOR 2022 EXECUTIVE COMMITTEE**

**MMA VICE PRESIDENT
(1-Year Term)**

ELAINE ALOES (CHAIR OF SELECTBOARD, TOWN OF SOLON)

Professional & Municipal Experience:

- Chair of Selectboard, Assessor and Overseer of the Poor, Town of Solon, Maine (March 1998 – present)
- 2nd Selectman, Assessor and Overseer of the Poor, Town of Solon, Maine (March 1990 – March 1994)
- Auto Damage Appraiser, Bishop Adjustment Company (March 1990 – present)
- Budget Committee, Town of Solon (1995 – 1998)
- Owner/Operator, Mid Maine Adjustment Company (independent insurance adjusting company) (June 1987 – March 2005)
- Auto body repair businesses in Massachusetts and Maine (1972 – June 1987)
- Tax Preparer, H & R Block (1985 – 1992)
- Salesperson, Combined Insurance (health and accident insurance) (1985 – 1986)

Other Experience, Committees and Affiliations:

- Member, Somerset County Budget Committee (2001 – present); Vice Chair (2012 – 2016); Chair (2017 – present)
- Member, MMA Legislative Policy Committee (1999 – present)
- Member, MMA Executive Committee (2001 – 2003) and (Dec 2016 – present)
- Member, MMA Property & Casualty Pool Board of Directors (2001 – 2003) and (Dec 2016 – present)
- Member, MMA Workers Compensation Fund Board of Trustees, (2001 – 2003) and (Dec 2016 – present)
- Member, MMA Strategic & Finance Committee (2002 – 2003) and (2017 – present)
- President, Somerset County Municipal Association (2001 – present)
- First Park Representative (2006 – present)
- Member, MMA Nominating Committee for Executive Committee (2011, 2012 and 2014)
- Member, Maine Municipal Association Rural/Service Center Committee (2002)
- Member, Somerset County Jail Planning Committee (2006 – 2008)
- Vice Chairman, Somerset County Charter Commission (2008 – 2010)
- Chair, Regional School Planning Committee for MSAD 74, MSAD 59, MSAD 12, MSAD 13 and several small towns (2007 – 2009)

Education:

- High school graduate, Medfield High School, Medfield, Massachusetts
- Kennebec Valley Technical College (courses in computers, accounting and supervisory management)
- Insurance Institute of America (Introduction to Claims)
- State of Maine (four part Property Tax Assessment course)
- Maine Municipal Association (many workshops and training on a wide variety of municipal topics such as budget preparation, finance management, personnel issues, right to know, town meetings, assessing)
- Maine Local Roads Center (variety of workshops on road issues and maintenance)

Awards and Certifications:

- State of Maine, All Lines Adjuster
- Maine Roads Scholar – Maine Local Roads (completed ten required road related workshops to earn award)

MMA EXECUTIVE COMMITTEE MEMBERS
(3-Year Terms)

DAVID CYR (TOWN MANAGER, TOWN OF FRENCHVILLE)

Professional & Municipal Experience:

- Town Manager, Town of Frenchville (2021 – present)
- Town Manager, Town of Mars Hill (2014 – 2020)
- Resident Project Representative, NicCait Construction Services, Presque Isle
- Construction Engineer, Soderberg Construction, Caribou
- Engineer, Criterium Brown Engineers, Washburn
- Public Works Director, Town of Fort Kent
- Project Engineer, Civil Engineering Services, Brewer
- Public Works Director for the Unorganized Territories, County of Aroostook, Caribou
- Project Engineer, Cianbro Corporation, Pittsfield
- Engineer/Soil Technician, Brescia Construction/Caribou Soils, Inc., Caribou
- Selectmen, Town of Woodland (1995 – 2004); Chairman for five years
- Firefighter 1/EMT, Caribou Fire and Ambulance, Town of Caribou (1985 – 1988)
- Firefighter 1/EMT, Budd Lake Volunteer Fire Company, Budd Lake, New Jersey (1983 – 1984)

Other Experience, Committees and Affiliations:

- Member, MMA Executive Committee (2020)
- Member, MMA Property & Casualty Pool Board of Directors (2020)
- Member, MMA Workers Compensation Fund Board of Trustees, (2020)
- Member, MMA Strategic & Finance Committee (2020)
- Member, Aroostook Municipal Association (2014 – present); Treasurer (2017); Secretary (2017 – 2019); Vice Chair (2019 – 2020)
- Board Member, Northern Maine Development Commission Executive Committee (2014 - present), Chair (2016-2018); NMDC Revolving Loan Committee (2014 – present), Chair since 2016; NMDC Treasurer (2017); NMDC Finance & Audit Committee; Chairperson (2018 - present)
- President, Mars Hill Rotary Club (July 2016 – June 2020)
- Assistant Chief of Stadium, US Ski and Snowboard Association Supertour competition, Presque Isle (2019)
- Volunteer, Cross Country Ski Trail Groomer at Woodland Community Trails
- Volunteer, Biathlon World Cup Competitions in Presque Isle; Assistant Chief of Stadium (2016)
- Board Member, Northern Maine Solid Waste Management Committee, (1992 – 2000); Chairman (1999 – 2000)
- Member, MDOT Regional Transportation Advisory Committee (1997 – 2002); Chair (1999 – 2000)
- Member, Public Advisory Committee, MDOT Aroostook County Transportation Study
- Board Member, Maine Chapter of the American Public Works Association (1998 – 2000); Secretary (1999); Treasurer (2000)

Education:

- Bachelor of Mechanical Engineering Technology, University of Maine at Orono

Awards and Certifications:

- State of Maine State Board of Registration for Professional Engineers
- Maine Municipal Certified Assessor
- Maine Department of Transportation Local Roads Center “Road Scholar”
- Graduate, Rotary Leadership Institute, Rotary District 7810
- State of Maine Class A Commercial Driver’s License with Hazardous Materials Endorsement

MELISSA DOANE (TOWN MANAGER, TOWN OF BRADLEY)

Professional & Municipal Experience:

- Town Manager, Clerk, Treasurer, Tax Collector, General Assistance Administrator, Registrar of Voters and Road Commissions, Town of Bradley, Maine (2005 – present)
- Membership Coordinator, GrowSmart of Maine (2016 – 2020)
- Secretary/Administrative Assistant, Roy Associates, CPAs (2004 – 2005)
- Administrative Assistant/Town Agent, Town of Bradley, Maine (1998 – 2004)
- Coor, Clinical Operations/Secretary/Patient Accounts/Registrations, Neurology Associates, (1994 – 1998)
- Secretary/Receptionist, Dr. James Iannetta Medical Office (1991 – 1994)

Other Experience, Committees and Affiliations:

- Member, MMA Executive Committee (2019 – present)
- Member, MMA Property & Casualty Pool Board of Directors (2019 – present)
- Member, MMA Workers Compensation Fund Board of Trustees, (2019 – present)
- Member, MMA Strategic & Finance Committee (2019 – present)
- Member, Executive Board, Municipal Review Committee (2021 – present)
- Member, Executive Board, Maine Town, City & County Management Association (2016 – present)
- Co-Chair Membership Committee, Maine Town, City & County Management Association (2016 – present)
- Chair, Sponsorship Committee, Maine Town, City & County Management Association (present)
- Member, Maine Town, City & County Management Association (2005 – present)
- Member, Maine Town & City Clerks Association
- Member, Maine Municipal Tax Collectors & Treasurer Association
- Member, Maine Welfare Directors Association
- President, Executive Board, Living History Museum, Maine Forest and Logging Museum

Education:

- Business Management Studies, Husson College
- Associate Degree, Business Management, Beal College
- Associate Degree, Office Management, Beal College
- Associate College Preparation, Foxcroft Academy

Awards and Certifications:

- Certified Municipal Manager, Maine Town, City & County Management Association
- Rookie of the Year Award, Maine Town, City & County Management Association (2009)
- State of Maine Notary
- State of Maine Dedimus Justice

JUSTIN POIRIER (TOWN ADMINISTRATOR, TOWN OF CHEBEAGUE ISLAND)

Professional & Municipal Experience:

- Town Administrator, Town of Chebeague Island (Nov 2020 – present)
- Urban Development Specialist, City of Auburn (July 2020 – November 2020)
- Director, Maine Revenues Services, Property Tax Division (2017 – 2020); Deputy Director (2014 – 2017)
- Member, Town of Winthrop, Planning Board (2019 – 2020)
- Member, City of Augusta, Planning Board (2013 – 2018); Chair (2017 – 2018)
- Director, Community Development Coordinator; City of Bath (2012-2014); Coordinator (2011 – 2012)
- Administrative Assistant, Board of Selectpersons, Town of Pownal (2010 – 2011)
- Administrative Coordinator, Building Services Department, Town of Belmont, MA (2007 – 2010)

(continued)

Other Experience, Committees and Affiliations:

- Member, Maine Town City and County Management Association
- Member, Maine Association of Assessing Officers
- Member, Executive Committee, Greater Portland Council of Governments (January 2021 – present)
- Member, Ecomaine Board of Directors (2010 – 2011)

Education:

- Master of Public Policy; Concentration on Public Management, Environmental Policy, University of Massachusetts Dartmouth
- Bachelor of Arts in Public management; Major in Public Management; Minor in Political Science, University of Maine in Orono

Awards and Certifications:

- Certified Maine Assessor
- Certified Community Development Block Grant Administrator

**Office Of The Sheriff
Lincoln County, Maine**

Lincoln County Sheriff's Office
42 Bath Road / P.O. Box 611
Wiscasset, ME 04578

(207) 882-7332 (207) 832-4000
(207) 563-3200 (207) 549-7072

Fax (207) 882-9872



Todd B. Brackett, Sheriff
Rand D. Maker, Chief Deputy

Administrative Division
(207) 882-6576

Correctional Services
(207) 882-9728

July 1, 2021

Town of Damariscotta
21 School Street
Damariscotta, ME 04543

Greetings,

I have enclosed two copies of a proposed renewal to the existing "Animal Control Services" contract. This contract begins July 1, 2021 for a period of one year. Only standard date changes have been made from the previous year's contract.

If you are interested in making changes, please contact me directly so we can work out a time to discuss these details. If your satisfied with the current contract please sign both copies of the contract, return them to me and I will place them before the County Commissioners for approval. Once the contract has been approved by the County Commissioners I will return to you an original contract that has been signed by both parties.

Thanks in advance for the opportunity to provide this service.

Sincerely,

A handwritten signature in black ink, appearing to be "R. Maker", written over a horizontal line.

Rand D. Maker
Chief Deputy

**AGREEMENT BETWEEN LINCOLN COUNTY AND
THE TOWN OF DAMARISCOTTA**

**"ANIMAL CONTROL SERVICES"
(ACO Contract)**

THIS AGREEMENT effective as of **July 01, 2021** by and between the COUNTY OF LINCOLN (hereinafter referred to as "Lincoln County") and the TOWN OF DAMARISCOTTA, a body politic and corporate and having a place of business in the County of Lincoln and State of Maine (hereinafter referred to as "the Town").

WITNESSETH

WHEREAS, the Town is desirous of contracting with Lincoln County for animal control services which are more particularly described herein; and

WHEREAS, Lincoln County is willing to provide said animal control services;

NOW, THEREFORE, in consideration of the mutual promises by each party to the other and other good and valuable consideration, the receipt of which is hereby acknowledged, the parties covenant and agree as follows:

1. SERVICES:

- ◆ Lincoln County, through the Office of the Sheriff, agrees to provide no less than one primary Animal Control Officer (ACO) to the Town for the enforcement of the Town's animal control ordinance.
- ◆ The primary ACO shall be the primary responder to animal control concerns within the Town.
- ◆ Lincoln County, through the Office of the Sheriff, agrees to provide a secondary ACO(s) to the Town for the enforcement of the Town's animal control ordinance, at times when the primary ACO is unavailable.
- ◆ The primary and/or secondary ACO is expected to accept calls related to his/her duties under this contract, respond accordingly, or may conduct such business by phone when possible.
- ◆ The ACO(s) duties and authority are limited to those specified in the Town ordinance.
- ◆ Due to the nature of this type of enforcement, the ACO's work schedule will be flexible and as needed.
- ◆ Lincoln County will provide supervision of the ACO(s) through the Special Services Division of the Lincoln County Sheriff's Office.
- ◆ The ACO(s) will be employed by the County of Lincoln, through the Lincoln County Sheriff's Office and subject to the Sheriff's rules, regulations, and Lincoln County's Personnel Policies.
- ◆ Lincoln County, through the Sheriff's Office, shall provide the Town documentation of hours worked by the ACO(s) on a quarterly basis to coincide with billing.

2. AUTHORITY

The Town grants Lincoln County any authority necessary to enforce the Animal Control Ordinance and any other municipal rule, regulation, or ordinance that pertains to animals with in the Town, pursuant to Title 30-A §107 M.R.S.A.

3. REPRESENTATION OF COUNTY

Lincoln County hereby represents and acknowledges that those services described in section 1 of this Agreement would not be provided through any appropriation of the annual Budget of Lincoln County, in the event this Agreement did not exist, and that they are supplementary to any services provided through any such appropriation.

4. TERM

Lincoln County agrees to provide the services specified in this Agreement for a period of one (1) year commencing **July 01, 2021** and terminating **June 30, 2022** unless this Agreement is earlier terminated as set forth in Section 11 hereof.

5. PERSONNEL – SHARED RESOURCES

The Town and the County recognize that there will be times when the primary ACO is unavailable to accept animal control calls. With those times in mind, Lincoln County agrees to establish a list of on call secondary ACO's, consisting of ACO's from other participating municipalities who will be able to accept animal control calls when the primary ACO is unavailable. The Town agrees that the primary ACO may participate in the on call list to assist other Towns as established by Lincoln County.

The Town agrees that the primary animal control officer assigned to duty in the Town may leave the corporate limits of the Town in order to respond to bona fide emergencies at the specific request of an established law enforcement agency or other ACO. The ACO's so responding shall return to duty in the Town as soon as possible.

Both parties agree to utilize ACO's from other Towns who participate in similar ACO agreements with Lincoln County as secondary on call ACO's for the purpose of this agreement.

The Office of the Sheriff shall provide the Lincoln County Communications Center (LCCC) with an up to date list of primary and secondary ACO's and their respective contact information. In addition the Sheriff shall provide the LCCC with

an up to date schedule of which secondary ACO is on call and available to respond as needed.

6. SELECTION OF ACO's

Lincoln County in consultation with the Town shall make all decisions regarding hiring and firing of the primary and secondary ACO(s), provided, however, that Lincoln County shall replace the Primary ACO only with an individual meeting the qualifications specified in the paragraph below and provided further that Lincoln County shall not terminate the Primary ACO's employment before making provision for his/her replacement. Lincoln County shall allow and invite a representative from the Town to participate in the selection of the Primary ACO. Lincoln County shall provide a list of names and Towns of residence of all ACO(s) providing services under this Agreement, and Lincoln County shall update the list within thirty (30) days of the change of any personnel affected.

The Town agrees that all requests made by the ACO to the Town pertaining to equipment, training, work schedule and other related matters will be referred to the Sheriff's Office for approval. In addition, all ACO's shall meet the State and County training and other requirements for Animal Control Officers.

Lincoln County, through the Sheriff's Office, shall provide the Town with written responses to citizen inquiries and complaints which are directed towards the ACO's when appropriate. Such responses shall be provided by the Sheriff within 60 days of filing.

7. EQUIPMENT

The Town agrees to allow Lincoln County to use any ACO related equipment in its possession for the duration of this agreement. Lincoln County agrees to coordinate the replacement, upgrade, or purchase of new equipment with the Town and other Towns who participate in similar agreements to maximize efficiency and reduce duplication. Any equipment related costs must be approved by the Town in accordance with section 9 of this agreement.

8. BUDGET and CONTINGENCY

The Town shall establish the annual budget for animal control services as it deems appropriate. Lincoln County agrees to monitor and operate within the budget set by the Town for purposes of this agreement.

Both parties recognize that unforeseen or unplanned for expenses directly related to animal control services may occur during the term of this agreement.

Each party agrees to notify the other as soon as practical when a situation arises that is outside of the normal ACO operations budget. The Town agrees to take appropriate steps to ensure that a contingency is available to cover any such costs.

9. COST

- (A) For the term of this Agreement, the Town shall compensate Lincoln County for work hours of the ACO(s) for the enforcement of the Town's Animal Control and related Ordinances at a rate of \$16.00 per hours in addition to all applicable benefits. (FICA, Workers Comp, MePERS, Unemployment etc.)
- (B) The Town agrees to compensate Lincoln County an amount not to exceed \$300.00, for providing an on call ACO during the term of this Agreement. Such amount shall be billed annually, as part of the regular billing process.
- (C) The Town also agrees to pay the IRS mileage rate set by Lincoln County for any ACO who physically responds to duties directly related to this agreement.
- (D) The Town agrees to pay a minimum of two hours for each ACO who is physically required to respond to a call. In addition, the Town agrees to pay by the hour for calls requiring a phone response. In any case only actual hours worked shall be calculated for purposes of overtime pay.
- (E) The Town agrees to pay the costs of the ACO's inoculations, training, office supplies, photocopying, equipment and the like directly related to this agreement, except in cases where these costs may be shared among participating municipalities then the Town agrees to share equally in those costs.
- (F) Payments are to be made to the Treasurer of Lincoln County and mailed to the Lincoln County Finance Office at P.O. Box 249, Wiscasset, ME 04578 on a quarterly basis.

Administrative expenses that include the supervision, processing of payroll and other human resource needs are included in costs outlined sections A and B above. Dispatching services by Lincoln County shall not be considered as expenses to be charged against the Town under this Agreement. Further, Lincoln County shall bear the sole responsibility of ensuring that all payments for direct and indirect expenses incurred by Lincoln County in performing services under this Agreement shall be made.

Lincoln County agrees that the ACO(s) providing the services to the Town shall be employee(s) of Lincoln County and not those of the Town, and that Lincoln County shall be responsible for the payment of any compensation or indemnity to any such employee(s) because of injury or sickness arising out of his or her employment.

10. MUTUAL OBLIGATION TO DEFEND, INDEMNIFY AND HOLD HARMLESS

The County and Town agree that each shall defend, indemnify and hold harmless the other for any claims, demands, actions or causes of action asserted against one as a

result of the actual or alleged negligence or other wrongdoing by the other, including claims, demands, actions or causes of action asserted against, or caused by, County or Town employees, agents, attorneys or others acting on their behalf.

The party obligated to defend, indemnify or hold harmless shall have the right to control the defense of, or response to, any claim, demand, action or cause of action that is asserted or filed against the other. The right to control includes the right to hire counsel of the obliged party's choosing, and to settle or defend any such claims in the obliged party's sole discretion.

In the event that claims are asserted against both parties by a third party for matters relating to or arising out of this Agreement, then each party shall be obligated to defend itself in response to, or defense of any such claim. If a fact-finding tribunal ultimately adjudicates the merits of any such claims, and if that adjudication results in a determination that either party is liable for damages, then the liable party shall be obligated to reimburse the other party for those fees, expenses, costs and damage that were determined to be caused by, or the responsibility of, the liable party. The intent of this agreement to defend, indemnify and hold harmless is to allocate the financial and other exposure, expense and burden to the party whose conduct has resulted in the assertion or filing of any claim, demand, action or cause of action.

11. STANDARD OF PERFORMANCE

Lincoln County and all participating Towns agree to form an Advisory Committee consisting of at a minimum one ACO, one representative from each participating municipality, and one county representative. The Advisory Committee shall meet as needed to evaluate the effectiveness of this agreement, training, equipment and other needs, and to report its findings with recommendations to each party to this agreement. Lincoln County through the Sheriff's Office shall host and coordinate Advisory Committee activities with the Town(s).

The Town and Lincoln County shall attempt to mutually resolve all issues pertaining to the nature of the services and conduct of the ACO(s) performed under this Agreement, and may mutually choose to do so through the Advisory Committee, provided, however, that Lincoln County shall make the final determination on said issues. Lincoln County agrees to receive and consider, in good faith, all inquiries and requests made by the Town. All decisions pertaining to employment, discipline, and discharge of personnel, performance of duties and other personnel matters shall remain exclusively with Lincoln County.

12. JOB DESCRIPTION(S)

A copy of all relevant Job Descriptions for Town and County positions shall be attached to and be made a part of this Agreement.

13. ARBITRATION

- (A) In the event of dispute between the parties, either party may request arbitration to resolve such dispute. Such election for arbitration shall be conclusively evidenced by the filing of a written demand for arbitration with the opposing party. This demand for arbitration shall be made within thirty (30) days after the claim, dispute or other matter in question has arisen, and in no event shall it be made when institution of legal or equitable proceedings based on such claim, dispute or other matter in question would be barred by the applicable statute of limitations.
- (B) The arbitrator shall be Justice J. David Kennedy of Eaton Peabody in Brunswick, Maine. Should Justice Kennedy be unable to serve, he shall appoint another arbitrator for which no conflict exists.
- (C) All parties shall send a representative to the arbitration empowered to make a full settlement and represent the party in arbitration.
- (D)
- (E) The claim, dispute or other matter shall be submitted to the arbitrator and the arbitrator shall render its decision within thirty (30) days from the close of the hearing.
- (F) All costs of the arbitration shall be borne equally by each party.
- (G) The decision of the arbitrator shall be final and conclusive between the parties.

14. TERMINATION

- (A) This Agreement shall expire on **June 30, 2022** unless earlier terminated in accordance with paragraph (B) of this Section or unless extended as set forth in Section 15 hereof. The County, through the Sheriff's Office, agrees to provide the Town with any proposed renewal contract at least sixty (60) days prior to expiration.
- (B) Either party can terminate this Agreement, at any time, by providing the other party with a written notice of termination not fewer than sixty (60) days prior to the date specified for termination in said notice.

15. EXTENSION

Unless terminated on notice, as provided in Section 10 above, rights and privileges herein granted, together with all other provisions of this Agreement, shall continue in full force and effect, subject to necessary adjustment of any added cost factors, for an additional period of thirty (30) days from the date of expiration heretofore mentioned, unless either party, at least ten (10) days prior to said date of expiration, shall notify the other party in writing that it does not desire the Agreement to be extended for such an additional period.

16. ENTIRE AGREEMENT

This instrument embodies the entire Agreement of the parties. There are no promised terms, conditions, or obligations other than those contained herein; and this Agreement shall supersede all previous communications, representations or Agreements, either verbal or written, between the parties hereto.

IN WITNESS WHEREOF, the TOWN OF DAMARISCOTTA by order duly adopted by its Selectmen, has caused this Agreement to be signed by the Selectmen; and the COUNTY OF LINCOLN, by order of the County Commissioners, has caused this Agreement to be subscribed by the Chairman of said Board and the seal of said Board to be affixed thereto and attested by the Clerk of said Board, all as of the day and year first below written.

SIGNED, SEALED AND DELIVERED

IN THE PRESENCE OF: COUNTY OF LINCOLN

DATE: BY:

CHAIRMAN
COUNTY COMMISSIONERS

DATE: BY:

SHERIFF

SIGNED, SEALED AND DELIVERED

IN THE PRESENCE OF: TOWN OF DAMARISCOTTA

DATE: BY:

ATTEST:

COUNTY ADMINISTRATOR, DEPUTY



February 15, 2019

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

Project 2019-018

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

Dear Hugh:

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

PROJECT UNDERSTANDING

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

PROPOSED WORK SCOPE

A. Survey: \$2,800.00

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

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

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

2. We will first prepare a schematic design of the proposed improvements to review during a meeting with the Town. Following our meeting we will refine the plan in preparation of construction.
 3. The plan set we prepare will be sufficient for permitting and construction. The plan set will include the following:
 - i. Finish Grading;
 - ii. Stormwater Management;
 - iii. Erosion Control Measures;
 - iv. Side Slope Stabilization;
 - v. Typical Details.
 4. We will prepare multiple cross sections for the proposed roadway reconstruction and stabilization in order to best address the conditions observed on site.
 5. We will prepare a plan set that includes the Base Map, Site Plan, Plan and Profile sheet and Typical Detail Sheet(s) that will be suitable for the reconstruction, drainage improvements, sidewalk construction and shoreline stabilization.
- C. Permitting: \$3,500.00 - \$5,000.00
We anticipate permits will be required from both Army Corps of Engineers and the Department of Environmental Protection for activity within 25' of the ocean and 75' of the stream along Miles Street and for the shoreline stabilization.
1. Maine DEP Natural Resources Protection Act:
 - i. We will prepare a full NRPA application for the DEP, for the activity within 75' of the protected resources and for the shoreline stabilization. This includes public notification and other requirements of the application process.
 2. We will prepare and submit the application for a permit from the U.S. Army Corps of Engineers.
- D. Bid Administration: \$3,000.00 - \$3,500.00
1. We will prepare plans, specifications, and a project manual that will be suitable for soliciting bids from multiple contractors.
 2. We will prepare and provide a request for bid notice to the Town for them to place in the local newspaper, upon request.
 3. We will submit a request for bid to multiple contractors preapproved by the Town.
 4. We will attend bid opening, review bids and provide the Town with our recommendations.
 5. Construction oversight is not included. Oversight will be provided at our standard hourly rates, see attached fee schedule.

PROPOSED FEE

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

APPROVAL

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

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

Sincerely,
Gartley & Dorsky, Engineering & Surveying Inc.



Andrew D. Hedrich, P.E.
Senior Engineer



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

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

ACCEPTED BY:  Date 5/3/2019
Matthew S. Lutkus
Town Manager

Gartley & Dorsky

ENGINEERING & SURVEYING

February 15, 2019

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

Project #: 19-018

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

Dear Hugh,

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

Estimate of Probable Cost (Asphalt Curb Option)-

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

Estimate of Probable Cost (Granite Curb Option)-

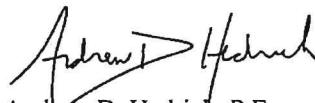
Additional Cost to Substitute Asphalt Curbing for Granite	\$ 45,000.00
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The total estimate cost for this phase of the project is \$299,000.00 with asphalt curb and \$344,000.00 with granite curb. We have included a $\pm 20\%$ contingency to accommodate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

Sincerely,
Gartley & Dorsky Engineering & Surveying Inc.



Alyssa D. Gartley, E.I.
Design Engineer



Andrew D. Hedrich, P.E.
Senior Engineer

FEE SCHEDULE 1/01/2019

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

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

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

**TOWN OF DAMARISCOTTA
MILES STREET RECONSTRUCTION
BID FORM**

The undersigned Bidder acknowledges receipt of the NOTICE AND INFORMATION TO BIDDERS, ALL PLANS LISTED IN THE DRAWING INDEX, BID FORM, CONTRACT AGREEMENT, OFFER AND AWARD, SPECIAL CONDITIONS, ADDENDA and SPECIFICATIONS respectively and hereby proposes to provide the work. Provide lump sum bid price for the work to be completed by the dates indicated on the bid schedule. This is a lump sum bid, unit prices will be used for change orders and project adjustments.

Base Bid: Includes but is not limited to replacing existing concrete retaining walls with a new ±225' long block retaining wall on the northern side of Miles Street, a new ±246' long block retaining wall along the southern side of Miles Street, tree removal, the installation of a new 6" Ø underdrain, installing a 5' wide sidewalk, paving the full length of Miles Street, as well as all other project specifics indicated in the DRAWINGS and CONTRACT DOCUMENTS. Contractors shall indicate anticipated completion date.

Alternate 1: Alternate 1 shall identify the cost reduction associated with constructing the low section of the road and retaining walls approximately 2 feet lower than designs indicated on Sheets C2 and C3. See alternate profile and site plan on Sheet C5.

Alternate 2: Alternate 2 shall identify the cost reduction associated with installing asphalt curbing instead of the granite curbing shown in the DRAWINGS.

Option 1: Option 1 would extend the project completion deadline to 2022. Contractors shall indicate anticipated schedule for the 2022.

	<u>2021</u>	<u>BID PRICES</u>
		<u>Option 1 (2022)</u>
Base Bid Total:	\$ <u>NA</u>	\$ <u>995,000.00</u>
Alternate 1 Reduction:	\$ <u>NA</u>	\$ <u>-77,500.00</u>
Alternate 2 Reduction:	\$ <u>NA</u>	\$ <u>-30,860.00</u>
Anticipated Completion Date	<u>NA</u>	<u>Please see note*</u>

Name of Individual / Company: Hagar Enterprises, Inc.

Address: 54 Biscay Rd. Damariscotta, ME 04543

Printed Name of Person Signing Form: Vaughan Stevens

Telephone: 207-563-8588 Email: vstevens@hagarenterprises.com

Completion Date & Addenda Acknowledged: V.S. (initial)

Signature: [Handwritten Signature] Date: 07/08/2021

NOTE: Est. Start Date of April 1, 2022 and completion 12 weeks after then
HEI has several cost saving suggestions that we would be willing to discuss

UNIT PRICING

BID ITEM	ITEM DESCRIPTION	UNITS	UNIT PRICE
202.XX	Removal Pavement Surface - Mill	SY	\$16.50
203.20	Common Excavation	CY	\$16.50
203.21	Rock Excavation	CY	\$275.00
203.35	Crushed Stone 3/4"	CY	\$49.50
304.10	Aggregate Subbase Course - Gravel - Type D	CY	\$27.50
304.14	Aggregate Subbase Course - Type A	CY	\$38.50
307.32/33	Full Depth Reclamation Pavement	SY	\$4.40
403.207	Hot Mix Asphalt, 19.0 mm Nominal Maximum Size	Ton	\$104.50
403.208	Hot Mix Asphalt, 12.5 mm Nominal Maximum Size	Ton	\$104.50
403.209	Hot Mix Asphalt, 9.5 mm Hand Placed	Ton	\$192.50
603.169	15" Culvert Pipe Option III	LF	\$60.50
603.199	24" Culvert Pipe Option III	LF	\$71.50
603.229	42" Culvert Pipe Option III	LF	\$93.50
604	14' Catch Basin	Each	\$4,180.00
	Type F Catch Basin	Each	\$3,500.00
605.09	6" Underdrain	LF	\$27.50
605.1	6" Underdrain Outlet	LF	\$27.50
606.XX	Guardrail	LF	\$66.00
608.26	Curb Ramp Detectable Warning Field	SF	\$22.00
609.11	Vertical Curb Type 1 - Granite	LF	\$66.00
609.31	Curb Type 3 - Asphalt (Alternate 2)	LF	\$44.00
610.08	Plain Riprap	CY	\$44.00

UNIT PRICING

BID ITEM	ITEM DESCRIPTION	UNITS	UNIT PRICE
610.16	Heavy Riprap	CY	\$60.50
613.319	Erosion Control Blanket	SY	\$3.96
615.07	Loam	CY	\$49.50
618.13	Seeding Method Number 1 (Unit 1000 SF)	Unit	\$132.00
620.54	Stabilization/Reinforcement Geotextile	SY	\$1.21
	4" PVC (SDR-35)	LF	\$38.50
	8" PVC (SDR-35)	LF	\$49.50
	42" Tall Pedestrian Guardrail	LF	\$374.00
	Light Fixture and Installation	Each	\$9,350.00
	Precast Concrete Light Base	Each	\$1320.00
	Block Retaining Wall	SF	\$61.60

LEDGE REMOVAL			
BID ITEM	ITEM DESCRIPTION	UNITS	UNIT PRICE
	Blasting Mobilization	Lump	\$2,750.00
	Blasting	SY	\$165.00
	Ledge Hammer Mobilization	Lump	\$2,200.00
	Ledge Hammer	Hour	\$330.00

**TOWN OF DAMARISCOTTA
MILES STREET RECONSTRUCTION
ACKNOWLEDGMENT OF BID AMENDMENTS**

With this form, the Bidder acknowledges their responsibility to ensure they have received all Amendments to the Bid Package. It is the responsibility of the Bidder to determine if there are Amendments to the Project, to download them, to incorporate them into their Bid Package, and to reference the Amendment number and the date on the form below. Bid Amendments will not be posted any later than noon the day before the bid opening without individually notifying all the plan holders.

Amendment Number	Date
#1	06/24/2021

The Contractor, for itself, its successors and assigns, hereby acknowledges that it has received all of the above referenced Amendments to the Bid Package.

07/08/2021

Date

CONTRACTOR

Signature of Authorized Representative

BID BOND

Any singular reference to Bidder, Surety, Owner or other party shall be considered plural where applicable.

BIDDER (Name and Address):
HAGAR ENTERPRISES, INC.
54 BISCAY ROAD
DAMARISCOTTA, ME 04543

SURETY (Name, and Address of Principal Place of Business):
HARCO NATIONAL INSURANCE COMPANY
PO BOX 10800
RALEIGH, NC 27605

OWNER (Name and Address):
Town of Damariscotta
21 School Street
Damariscotta, ME 04543

BID

Bid Due Date: JULY 8, 2021

Description (Project Name— Include Location): MILES STREET RECONSTRUCTION PROJECT
DAMARISCOTTA, ME

BOND

Bond Number: HAGAR189

Date: JULY 6, 2021

Penal sum FIVE PERCENT OF ATTACHED BID \$ *5%*
(Words) (Figures)

Surety and Bidder, intending to be legally bound hereby, subject to the terms set forth below, do each cause this Bid Bond to be duly executed by an authorized officer, agent, or representative.

BIDDER
HAGAR ENTERPRISES, INC. (Seal)

SURETY
HARCO NATIONAL INSURANCE COMPANY (Seal)

Bidder's Name and Corporate Seal

Surety's Name and Corporate Seal

By: Cindy R. Hagar
Signature

By: Nancy L. Castonguay
Signature (Attach Power of Attorney)

Cindy R Hagar
Print Name

NANCY L. CASTONGUAY
Print Name

Sec. Treasurer Co-Owner
Title

ATTORNEY-IN-FACT
Title

Attest: SOM
Signature

WITNESS: Tina Eppend
~~Attest~~ Signature

Title

Title

Note: Addresses are to be used for giving any required notice.

Provide execution by any additional parties, such as joint venturers, if necessary.

1. Bidder and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors, and assigns to pay to Owner upon default of Bidder the penal sum set forth on the face of this Bond. Payment of the penal sum is the extent of Bidder's and Surety's liability. Recovery of such penal sum under the terms of this Bond shall be Owner's sole and exclusive remedy upon default of Bidder.
2. Default of Bidder shall occur upon the failure of Bidder to deliver within the time required by the Bidding Documents (or any extension thereof agreed to in writing by Owner) the executed Agreement required by the Bidding Documents and any performance and payment bonds required by the Bidding Documents.
3. This obligation shall be null and void if:
 - 3.1 Owner accepts Bidder's Bid and Bidder delivers within the time required by the Bidding Documents (or any extension thereof agreed to in writing by Owner) the executed Agreement required by the Bidding Documents and any performance and payment bonds required by the Bidding Documents, or
 - 3.2 All Bids are rejected by Owner, or
 - 3.3 Owner fails to issue a Notice of Award to Bidder within the time specified in the Bidding Documents (or any extension thereof agreed to in writing by Bidder and, if applicable, consented to by Surety when required by Paragraph 5 hereof).
4. Payment under this Bond will be due and payable upon default of Bidder and within 30 calendar days after receipt by Bidder and Surety of written notice of default from Owner, which notice will be given with reasonable promptness, identifying this Bond and the Project and including a statement of the amount due.
5. Surety waives notice of any and all defenses based on or arising out of any time extension to issue Notice of Award agreed to in writing by Owner and Bidder, provided that the total time for issuing Notice of Award including extensions shall not in the aggregate exceed 120 days from the Bid due date without Surety's written consent.
6. No suit or action shall be commenced under this Bond prior to 30 calendar days after the notice of default required in Paragraph 4 above is received by Bidder and Surety and in no case later than one year after the Bid due date.
7. Any suit or action under this Bond shall be commenced only in a court of competent jurisdiction located in the state in which the Project is located.
8. Notices required hereunder shall be in writing and sent to Bidder and Surety at their respective addresses shown on the face of this Bond. Such notices may be sent by personal delivery, commercial courier, or by United States Registered or Certified Mail, return receipt requested, postage pre-paid, and shall be deemed to be effective upon receipt by the party concerned.

9. Surety shall cause to be attached to this Bond a current and effective Power of Attorney evidencing the authority of the officer, agent, or representative who executed this Bond on behalf of Surety to execute, seal, and deliver such Bond and bind the Surety thereby.

10. This Bond is intended to conform to all applicable statutory requirements. Any applicable requirement of any applicable statute that has been omitted from this Bond shall be deemed to be included herein as if set forth at length. If any provision of this Bond conflicts with any applicable statute, then the provision of said statute shall govern and the remainder of this Bond that is not in conflict therewith shall continue in full force and effect.

11. The term "Bid" as used herein includes a Bid, offer, or proposal as applicable.

POWER OF ATTORNEY

Bond # HAGAR189

**HARCO NATIONAL INSURANCE COMPANY
INTERNATIONAL FIDELITY INSURANCE COMPANY**

Member companies of IAT Insurance Group, Headquartered: 702 Oberlin Road, Raleigh, North Carolina 27605

KNOW ALL MEN BY THESE PRESENTS: That **HARCO NATIONAL INSURANCE COMPANY**, a corporation organized and existing under the laws of the State of Illinois, and **INTERNATIONAL FIDELITY INSURANCE COMPANY**, a corporation organized and existing under the laws of the State of New Jersey, and having their principal offices located respectively in the cities of Rolling Meadows, Illinois and Newark, New Jersey, do hereby constitute and appoint

NANCY L. CASTONGUAY, JOLINE L. BINETTE, SAMUEL M. GOULET, ROBERT E. SHAW, JR., MELANIE A. BONNEVIE, HEIDI RODZEN

Lewiston, ME

their true and lawful attorney(s)-in-fact to execute, seal and deliver for and on its behalf as surety, any and all bonds and undertakings, contracts of indemnity and other writings obligatory in the nature thereof, which are or may be allowed, required or permitted by law, statute, rule, regulation, contract or otherwise, and the execution of such instrument(s) in pursuance of these presents, shall be as binding upon the said **HARCO NATIONAL INSURANCE COMPANY** and **INTERNATIONAL FIDELITY INSURANCE COMPANY**, as fully and amply, to all intents and purposes, as if the same had been duly executed and acknowledged by their regularly elected officers at their principal offices.

This Power of Attorney is executed, and may be revoked, pursuant to and by authority of the By-Laws of **HARCO NATIONAL INSURANCE COMPANY** and **INTERNATIONAL FIDELITY INSURANCE COMPANY** and is granted under and by authority of the following resolution adopted by the Board of Directors of **INTERNATIONAL FIDELITY INSURANCE COMPANY** at a meeting duly held on the 13th day of December, 2018 and by the Board of Directors of **HARCO NATIONAL INSURANCE COMPANY** at a meeting held on the 13th day of December, 2018.

"RESOLVED, that (1) the Chief Executive Officer, President, Executive Vice President, Senior Vice President, Vice President, or Secretary of the Corporation shall have the power to appoint, and to revoke the appointments of, Attorneys-in-Fact or agents with power and authority as defined or limited in their respective powers of attorney, and to execute on behalf of the Corporation and affix the Corporation's seal thereto, bonds, undertakings, recognizances, contracts of indemnity and other written obligations in the nature thereof or related thereto; and (2) any such Officers of the Corporation may appoint and revoke the appointments of joint-control custodians, agents for acceptance of process, and Attorneys-in-fact with authority to execute waivers and consents on behalf of the Corporation; and (3) the signature of any such Officer of the Corporation and the Corporation's seal may be affixed by facsimile to any power of attorney or certification given for the execution of any bond, undertaking, recognizance, contract of indemnity or other written obligation in the nature thereof or related thereto, such signature and seals when so used whether heretofore or hereafter, being hereby adopted by the Corporation as the original signature of such officer and the original seal of the Corporation, to be valid and binding upon the Corporation with the same force and effect as though manually affixed."

IN WITNESS WHEREOF, **HARCO NATIONAL INSURANCE COMPANY** and **INTERNATIONAL FIDELITY INSURANCE COMPANY** have each executed and attested these presents on this 31st day of December, 2019



STATE OF NEW JERSEY
County of Essex

Kenneth Chapman

Executive Vice President, Harco National Insurance Company
and International Fidelity Insurance Company

STATE OF ILLINOIS
County of Cook



On this 31st day of December, 2019, before me came the individual who executed the preceding instrument, to me personally known, and, being by me duly sworn, said he is the therein described and authorized officer of **HARCO NATIONAL INSURANCE COMPANY** and **INTERNATIONAL FIDELITY INSURANCE COMPANY**; that the seals affixed to said instrument are the Corporate Seals of said Companies; that the said Corporate Seals and his signature were duly affixed by order of the Boards of Directors of said Companies.



IN TESTIMONY WHEREOF, I have hereunto set my hand affixed my Official Seal, at the City of Newark, New Jersey the day and year first above written.

Shirelle A. Outley a Notary Public of New Jersey
My Commission Expires April 04, 2023

CERTIFICATION

I, the undersigned officer of **HARCO NATIONAL INSURANCE COMPANY** and **INTERNATIONAL FIDELITY INSURANCE COMPANY** do hereby certify that I have compared the foregoing copy of the Power of Attorney and affidavit, and the copy of the Sections of the By-Laws of said Companies as set forth in said Power of Attorney, with the originals on file in the home office of said companies, and that the same are correct transcripts thereof, and of the whole of the said originals, and that the said Power of Attorney has not been revoked and is now in full force and effect.

IN TESTIMONY WHEREOF, I have hereunto set my hand on this day, JULY 6, 2021

Irene Martins, Assistant Secretary

TABULATION OF BIDS			
2021 CONSTRUCTION		2022 CONSTRUCTION (OPTION 1)	
BASE BID	Hagar Enterprises	BASE BID	Hagar Enterprises
LUMP SUM BID	No Bid	LUMP SUM BID	\$995,000.00
Bid Rank	Name	Bid Rank	Name
1	Hagar Enterprises	1	Hagar Enterprises
2	No other bidders	2	No other bidders
ALTERNATE 1 REDUCTION	Hagar Enterprises	ALTERNATE 1 REDUCTION	Hagar Enterprises
LUMP SUM BID	No Bid	LUMP SUM BID	\$995,000.00
ALTERNATE # 1 REDUCTION	-	ALTERNATE # 1 REDUCTION	\$77,500.00
TOTAL	-	TOTAL	\$917,500.00
Bid Rank	Name	Bid Rank	Name
1	Hagar Enterprises	1	Hagar Enterprises
2	No other bidders	2	No other bidders
ALTERNATE 2 REDUCTION	Hagar Enterprises	ALTERNATE 2 REDUCTION	Hagar Enterprises
LUMP SUM BID	No Bid	LUMP SUM BID	\$995,000.00
ALTERNATE # 2 REDUCTION	-	ALTERNATE # 2 REDUCTION	\$30,860.00
TOTAL	-	TOTAL	\$964,140.00
Bid Rank	Name	Bid Rank	Name
1	Hagar Enterprises	1	Hagar Enterprises
2	No other bidders	2	No other bidders
ALTERNATE 1 & 2 REDUCTIONS	Hagar Enterprises	ALTERNATE 1 & 2 REDUCTIONS	Hagar Enterprises
LUMP SUM BID	No Bid	LUMP SUM BID	\$995,000.00
ALTERNATE # 1 REDUCTION	-	ALTERNATE # 1 REDUCTION	\$77,500.00
ALTERNATE # 2 REDUCTION	-	ALTERNATE # 2 REDUCTION	\$30,860.00
TOTAL	-	TOTAL	\$886,640.00
Bid Rank	Name	Bid Rank	Name
1	Hagar Enterprises	1	Hagar Enterprises
2	No other bidders	2	No other bidders

Alternate 1: Construct low section of road and retaining walls approximately 2 feet lower than base bid.
 Alternate 2: Asphalt curbing instead of granite curbing.

