



**Town of Damariscotta, Maine
March 15, 2023**

**Select Board Meeting
5:30 PM, Town Office**

Join Virtually

Meeting: <https://us02web.zoom.us/j/87878201039>

Meeting ID: 878 7820 1039 Passcode: Dama22

AGENDA

- I. Pledge of Allegiance**
- II. Reading of the Act to Incorporate the Town in 1847**
- III. Minutes**
 1. February 15, 2023 Select Board Minutes
 2. March 1, 2023 Budget Workshop and Select Board Minutes
- IV. Financial Reports**
 1. Payroll Warrants #
 2. Accounts Payable Warrants #
- V. Citizen Comments and General Correspondence**
- VI. Town Manager Items**
 1. Capital Project Updates
 2. Legislative Updates
- VII. Official Action Items**
 1. Miles St Contract
- VIII. Select Board's Discussion Items**
 1. Town Report Dedication
 2. Budget Recommendations
- IX. Adjournment**

AN ACT TO INCORPORATE THE TOWN OF DAMARISCOTTA

the record of "The Public Acts of Maine 1846-47", in Chapter 55 and on pages 79, 80 and 81; the following is recorded:

An Act To Incorporate the Town of Damariscotta.

(Chapter 55)

Be it enacted by the Senate and House of Representatives in Legislature assembled as follows:

Section 1. All that part of the town of Nobleborough lying South of a line commencing on the western side of Pemaquid Pond, at the northeast corner bound of a lot number eleven, agreeably to a plan of Ephraim Rollins, taken in one thousand eight hundred and thirteen; thence on the northerly line of said lot number eleven to lot number seventeen on said plan; thence on the northerly line of said lot number seventeen to the Oyster Creek; thence southerly and westerly on said Creek to Damariscotta Salt Bay; and all that part of the town of Bristol lying north of a line commencing on the Damariscotta River at the northwest corner of the farm of James Huston; thence running easterly on said Huston's north line to the northeast corner of said farm; thence northerly or southerly as the Commissioners hereafter mentioned shall determine, until it strikes the line of a farm running to Biscay Pond; with the inhabitants therein, is hereby set off from said town of Nobleborough and Bristol and incorporated into a separate town by the name of Damariscotta; and vested with all the powers, privileges and immunities and subject to all the duties and liabilities of other incorporated towns agreeably to the Constitution and laws of this state.

Section 2. Said town of Damariscotta shall be holden to pay the said towns of Nobleborough and Bristol, such a proportion of the debts and liabilities of the said towns beyond their resources now existing and which may arise hereafter in consequence of any and all suits at law, now pending against or in favor of said towns or which may hereafter be commenced on any cause of action which may now exist against either of said towns, or any committee or committees of either of

said towns acting under the authority of either of said towns, and also assume the support of such a proportion of all persons supported as permanent or occasional paupers, by the said towns of Nobleborough and Bristol as the valuation of each portion of said towns hereby set off bears to the whole valuation of the town from which it is taken.

Section 3. All the public property belonging to and lying within said towns of Nobleborough and Bristol with the exception of debts due from towns or individuals, shall remain as the property of said towns.

Section 4. Edwin Smith, of Warren, Albert G. Dole, of Alna and Bernard C. Bailey, of Bath, shall be commissioners, whose duty it shall be to run out and locate the northern and southern lines of the town of Damariscotta, by placing suitable monuments at proper intervals upon said lines. The said commissioners shall also apportion to the said town of Damariscotta the paupers to be supported by it, designating the persons and shall settle and determine the amount to be paid by the said town of Damariscotta on settlement of the debts and liabilities of the said towns of Nobleborough and Bristol making a full and equitable adjustment of all matters between said towns, contemplated by the second and third sections of this act; and report to the said towns of Nobleborough, Bristol and Damariscotta as soon as may be after this act shall take effect and their decision thereon to be final.

Section 5. The town of Damariscotta shall pay their proportion of such state and county tax, as are already assessed, or may be hereafter assessed and apportioned on the inhabitants of said towns of Nobleborough and Bristol, until the Legislature shall lay a tax upon the town of Damariscotta.

Section 6. It shall be the duty of the selectmen of the towns of Nobleborough and Bristol to make returns to the secretary of state, by the first day of February next, of the proportion of the state valuation of their respective towns as it is set off by this act and incorporated into the town of Damariscotta.

Section 7. The towns of Nobleborough, Bremen and Damariscotta shall, from and after the fifteenth day of March one thousand eight hundred and forty-eight, constitute a district to elect one representative to the Legislature of this state until otherwise provided by law.

Section 8. This act shall be in force and have effect from and after the fifteenth day of March in the year of our Lord one thousand eight hundred and forty-eight.

(Approved July 26 1847)

**MINUTES
SELECT BOARD MEETING
DAMARISCOTTA TOWN HALL**

**February 15, 2023 @ 5:30 p.m.
Live and Via Zoom**

Members: Daryl Fraser, Chairperson; Louis Abbotoni, Tom Anderson, Andrea Keushguerian, and Josh Pinkham

Members Absent: None

Staff Present: Andrew Dorr, Town Manager; Rebecca Bartolotta, Town Clerk; John Roberts, Fire Chief; Jason Warlick, Police Chief; Lorraine Faraday, Moderator for Special Town Meeting; Lynda Letteney, recording secretary

Others Present: Anton Lahnston, Co-Chair, Accessibility Committee; Six members of Troop 213 of the Boy Scouts; Mike Loomis, Troop Leader; John Ciders, Troop Leader; Geoff Keochakian, LCTV; and Evan Houk, Lincoln County News

I. Pledge of Allegiance: Chairperson Fraser led the Pledge of Allegiance at 5:30 p.m.

II. Special Town Meeting

On motion (Pinkham/Abbotoni) to appoint Lorraine Faraday as moderator for the Special Town Meeting. **Vote: 5-0-0**

After being duly sworn in by Town Clerk Rebecca Bartolotta, **Ms. Faraday** read each Article (as published) and tallied the ensuing votes.

Article II Shall the Town vote to enact the amended Land Use Ordinance as presented to the Select Board on February 1, 2023? **Moved: Pinkham; Seconded: Anderson** **Select Board Vote: 5-0-0**
Public Vote: 8-0-0

Article II Shall the Town vote to enact the amended Site Plan Review Ordinance as presented to the Select Board on February 1, 2023? **Moved: Abbotoni; Seconded: Pinkham** **Select Board Vote: 5-0-0**
Public Vote: 8-0-0

Article IV Shall the Town vote to enact the amended Subdivision Ordinance as presented to the Select Board on February 1, 2023? **Moved: Pinkham; Seconded: Abbotoni** **Select Board Vote: 5-0-0**
Public Vote: 8-0-0

Article V Shall the Town (1) transfer ownership of the sewer lines located in the Municipal Parking lot to the Great Salt Bay Sanitary District (the "District"), as said lines are more precisely described in the Transfer Agreement; and (2) grant to the District an easement that allows for the use of the Municipal Parking Lot in the area of the sewer lines to construct, install, maintain, repair, alter, and replace the line with the rights of both parties being more fully described in the Sewer Easement Deed; and (3) authorize the Select Board to take any and all actions necessary to finalize the documents needed to complete this transfer of ownership and conveyance of said easement. **Moved: Pinkham; Seconded: Anderson** **Select Board Vote: 5-0-0**
Public Vote: 8-0-0

Copies of All deeds, easements, and ordinances are available on the Town's web site or at the Town Office at 21 School St., Damariscotta, Maine.

On motion (Pinkham/Abbotoni) to close the public meeting at 5:40 p.m. **Vote: 5-0-0**

III. Call to Order

The Select Board's meeting was called to order at 5:41 p.m. **by Chairperson Fraser. Chairperson Fraser**

recognized members of Boy Scout Troop 213. Leaders Mike Loomis and John Ciders were present with 6 members of the Troop who are working on their Citizenship and other merit badges.

IV. Minutes

On motion (Pinkham/Abbotoni) to approve the minutes of 2/1/23 as presented **Vote: 5-0-0**

V. Financial Reports

1. On motion (Pinkham/Abbotoni) to approve Payroll Warrants #38 & 39 **Vote: 5-0-0**

2. On motion (Abbotoni/Anderson) to approve Accounts Payable Warrant #40 **Vote: 4-0-1**
(Pinkham abstaining)

VI. Presentations: None

VII. Citizens Comments and General Correspondence

Anton Lahnston, a resident of 35 School Street, and co-chair of the Accessibility and Safety Committee, He spoke suggesting adding a collaborative. The Committee came about 4 years ago with discussions about Bristol Road. It is difficult to maintain a large number on a volunteer basis. We have built on the shoulders of others – 2008 plan, Heart and Soul plan, Comprehensive Plan, etc. In 2015 the plan was to establish a bike route. MeDOT completed the Streets document in 2019. The Committee has an excellent rapport with the Select Board, Town Manager, Town Planner, police, etc. The Church St and Miles St projects, and the measured mile map and signs are good examples of this cooperative effort. They are very proud of the measured mile map. Others have ideas that they haven't even been able to broach. For example, there is great interest in establishing a handicapped accessible dock in town or in a nearby town. They are looking for area people to join the committee. The next meeting is in one month from 3:30-5:30 p.m. on Thursday As a result of talking with Andy, he has also talked with the Newcastle Town Manager. If anyone is interested in joining, contact the town office and they will forward the name to the committee. Currently there are about 10 active members. **Daryl Fraser** stated that he appreciated Anton keeping the Board informed.

John Roberts spoke next as a resident. A small group has been formed to organize the 175th anniversary celebration of Damariscotta. Kick-off is 2/22/23 at the Fire Station at 6:30 p.m. Suggestions so far include a walking tour of the buildings before incorporation. There is no financial obligation required from the Town for this.

VIII. Town Manager's Items

1. Egypt Rd./Belvedere Rd.

To date \$140,295.79 has been spent. Waiting for ground to dry out before further work can be done.

2. Hodgdon Street

Draft plans and bid specs are expected by the end of the week. These will be sent to CBDG program staff for review. Once approved, the project will be advertised for bid. Camden has this type of lining which goes to a closed catch basin. Plan is to go up to Blue Haven, the rest slated for next year. This may wrap into the Church St. project.

3. Miles St.

Work on the causeway and the culvert replacement will begin towards the end of the month. Contractor is currently working on updated costs given that the Town is looking to pursue Phase II as part of this effort.

4. Parking Lot

The PER for the revised scope of work has been submitted to EDA and we will continue to work with our contact while we seek approval to proceed. Revised engineering is not yet scheduled.

5. 131st Legislative Session

Andy passed out a list of legislature bills/status updates. Over 2300 bills have been submitted, more than two years' worth normally. The list provided is those tracked by MMA and most relevant to municipal needs. However, Andy encouraged the Board to review all bills as to their potential relevancy to Damariscotta.

6. Fire Department purchase

Fred Brewer, Trustee of the Massasoit Engine Company, spoke to this proposal. The replacement vehicle is for the Fire Chief's. They are looking at a vehicle expected to meet their needs for the next 10 years. Through Quirk Auto they can get a 2022 Ford F-150 Police Responder XL 4WD SuperCrew 5.5Box (Average cost #30K-\$50K) for \$36K+ fully warranted. They need the Town to facilitate buying this. With Board approval, they would have the purchase "flow through" the Town as the vehicle is covered through the Town's insurance. **Fred** has the check to give to the Town. The Board needs to accept the donation and then approve the expenditure from the reserve funds, and authorize the Town Manager/Fire Chief to execute the purchase.

On motion (Abbotoni/Anderson) to accept the check (\$36,137) for the cost of a new Fire Chief's vehicle to be placed into the reserve fund for the purpose of purchasing a newer vehicle.

Vote: 4-0-1 (Pinkham abstaining)

7. Planning Services

Andy proposed two contracts to fill the Town Planner's vacancy through the end of the fiscal year. First, MCOG is able and willing to meet our needs for site plan review, public/applicant needs related to planning, assisting the Planning Board, and other various projects subject to the Town Manager's approval. Secondly, IOV Consulting (Isabelle's company) has presented a proposal to continue working on the Comprehensive Plan as well as continuing the ordinance updates she has begun and of which she is intimately aware. **Andy** estimates there is \$17K to allocate to the contracted services between February and June 30th. **Andy** feels the shared partnership works well for both towns and hopes to recruit with that in mind. **Andy** feels we don't want the Comprehensive Plan to derail. Consensus was to keep it going. The survey is available on the website until this summer. **Andrea** asked who would be maintaining the site.

IX. Official Action Items

1. Acceptance of Donation

On motion (Abbotoni/Fraser) to accept the donation from the Massasoit Engine Company for \$36,137 and to allocate said donation to the Fire Truck Reserve
Vote: 4-0-1 (Pinkham abstaining)

2. Fire Department Vehicle Purchase

On motion (Abbotoni/Anderson) to waive the Town's bid policy and authorize the Fire Chief to purchase a vehicle on behalf of the Town.
Vote: 4-0-1 (Pinkham abstaining)

On motion (Abbotoni/Anderson) to appropriate up to \$36,137 from the Fire Truck Reserve for the purpose of purchasing , equipping, and putting into service a Fire Truck that replaces the current Car 1

vehicle.

Vote: 4-0-1

(Pinkham abstaining)

3. Reserve Fund Allocation

As discovered at a recent structure fire, the pump truck would not drive. The yoke assembly didn't work and it is not made anymore. Reliance Equipment has service Massasoit vehicles and know them well. They will do a pump test.

On motion (Fraser/Keushguerian) to waive the bid policy in the interest of completing these repairs in an expeditious manner and to appropriate up to \$12,500 for major repairs as presented by Reliance Equipment.

Vote: 4-0-1

(Pinkham abstaining)

4. Surplus Equipment

On motion (Fraser/Keushguerian) to authorize the Fire Chief to solicit sealed bids for the Dodge Durango once Car 1 is replaced and in service.

Vote: 4-0-1

(Pinkham abstaining)

Question from Board: Do the Scouts understand why Josh has been abstaining on the last few votes? **Daryl** explained Josh's position on the fire department and what conflict of interest meant.

On motion (Fraser/Anderson) to allow the officers to purchase their old service weapons at a value not less than the quoted trade-in value.

Vote: 5-0-0

5. Maine Service Center Coalition

On motion to appoint Andrew Dorr as our representative to the MSCC and Lou Abbotoni as the alternate. (Appointments are on a calendar year basis.)

Vote: 5-0-0

6. Planning Service Contracts

With the resignation of Isobelle, Town Planner services are needed until the end of the fiscal year. The Planning Board can issue permits, other services needed could be covered by two separate contracts. Tom is okay with retaining Isobelle through this method. Josh is okay with everything but the Comprehensive Plan.

On motion (Anderson/Abbotoni) to authorize the Town Manager to enter into planning service contracts to allow for the Town's planning services to be met through the end of the fiscal year.

Vote: 3-1-1

(Pinkham in the negative; Keushguerian abstaining)

7. Waiver of Foreclosure

On motion (Fraser/Anderson) to waive foreclosure of the tax lien mortgage recorded in Lincoln County Registry of Deeds in Book 5760, Page 95

Vote: 5-0-0

On motion (Fraser/Abbotoni) to waive foreclosure of the tax lien mortgage recorded in Lincoln County Registry of Deeds in Book 5760, Page 100.

Vote: 5-0-0

X. Select Board's Discussion Items

Tom Anderson nothing tonight

Lou Abbotoni wanted to thank the scouts and their leaders for coming tonight. He encouraged the members to stay active in Town stuff.

Andrea Keushguerian is concerned about excessive speed of vehicles. **Andy** referred her to Police Department

Josh Pinkham 1) asked about when the State gives reimbursement for senior residents. Andy said for those towns on a fiscal year, it'll be this year. For those on a calendar year, it'll be next year. There are 3-4 bills pending with a lot of uncertainty. Assessors have mentioned it, but there are a lot of moving pieces. 2) Roads posted as of Friday; what about Sunday? 3) **Josh** asked about work on roads if posted?

Andy said Egypt/Belvedere are on hold; Miles is not posted. There are allowances depending on weather. Below 32 degrees is the cut off.

Daryl Fraser hoped the scouts found the meeting demonstrated transparency about what they do.

On motion (Fraser/Abbotoni) to move to Executive Session 1MRSA 405 (6) (A) personnel matter

Vote: 5-0-0

X. Adjournment

Respectfully submitted,

Lynda L. Letteney
Recording Secretary

We, the undersigned, do hereby approve as written, or with corrections as noted, the minutes of the above-designated Select Board meeting on February 15, 2023

Daryl Fraser, Chairperson

Louis Abbotoni

Tom Anderson

Andrea Keushguerian

Joshua Pinkham

Town of Damariscotta, Select Board meeting minutes of 2/21/23, signed this date: _____

**MINUTES
SELECT BOARD/BUDGET COMMITTEE WORKSHOP**

DAMARISCOTTA TOWN HALL

March 1, 2023 at 4:30 p.m.

Live and Via Zoom

Members: Daryl Fraser, Chairperson; Louis Abbotoni, Tom Anderson, Andrea Keushguerian, and Josh Pinkham

Members Absent: Lou Abbotoni

Staff Present: Andrew Dorr, Town Manager; Cheryl Pinkham, recorder for Budget Committee; Lynda Letteney, recording secretary

Others Present: Karen, O'Bryan, Budget Committee; Shari Sage, Budget Committee; Connie Magistrolli, Budget Committee; Bruce Rockwood (via Zoom), Budget Committee; Dick McLean, Chair of Budget Committee; Max Johnstone, EDA; Dan Hunter; Kathy Hytell; Geoff Keochakian, LCTV

I. Pledge of Allegiance: Chairperson Fraser led the Pledge of Allegiance at 4:30 p.m.

II. Call to Order:

The Select Board's joint meeting with the Budget Committee was called to order at 4:31 p.m. **by Board Chairperson Fraser**

III. Official Items: - None

IV. Discussion Items:

A. Overview of Budget and Considerations

Andy Dorr opened the joint session of the Select Board and the Budget Committee saying that the for this workshop, participants would not be taking any action and no specific money would be agreed to. Any questions should be brought to Andy prior to the next meeting. Overall increase could be 9.4% but revenues are down. The gap in valuation if below 70% or greater than 110% requires revaluation. Level step increases still puts valuation off by same quality. April 1st is the cut off and by the end of May a taxable value can be established.

Andy proposes to go through the general government and general administration section of the tax booklet tonight. Next week will be cemetery, fire dept and road commission.

Andy directed the Board and Budget Committee to **pages 20-21** of the budget booklet. A 2K difference is an increase from 15K to 17K in wages. As the money increases the percentages increase. This doesn't account for police overtime. **Page 23** computer maintenance is up about \$900; software, budgeted \$22K, should be down slightly.

Bruce Rockwood (BR) asked which computers the Town uses.

AD: We hope to get 5 years before it is outdated/needs replacement. 8 computers in the office; 1 for assessing; 2 for Planning & Development. Some are obsolete; we may be able to replace one out of this year's budget. We have 22 computers in town. Depending on what needs to be done, computers will vary in programming needs.. We definitely need another counter computer,

Page 24 Supplies will increase about \$1200. Andy is suggesting a pair of reading owls.

BR: An owl works well in a room or from somewhere else.

AD: By pairing multiple owls together and using expandable mics, clarity should improve.

Dick McLean (DM): His experience with mics was not good; one they got expandable, it was great. Cvvv

AD: Health insurance will be going down. Cap for employees if 95% (single) and \$250/mo for family coverage. **Pg. 26 Audit Services** This is up for reconsideration this year. Previously there was a 5 year lock. Estimated budget could be a little low. **Pg. 61** \$10,200 business as usual. Request to consider a “lifetime (?25 yrs.) membership” in the Chamber of Commerce for \$5000.

DM: What do we get for the membership? This is not the Town’s responsibility. It is a business membership organization. No Town officials are members unless members through a business.

AD: Requests for this have been made in surrounding towns.

BR: They are a non-profit.

AD: John Roberts made the request. It would be considered a membership fee. What does “lifetime” mean? Is it negotiable? Further discussion is needed. **Meals for election workers:** \$675 **The owls** are included in Planning and Development with an additional owl split between administration and planning.

Karen O’Bryan (KO): Asked about the charge per meeting and was it in there.

AD: Yes in Tech and 7010. I’ve set aside \$3K to upgrade meeting room with cameras and/or owls.

Assessing: Should go down \$25K-30K. Going from 2 days/week to 1day/wk except in the Spring. Going rate is \$625-\$675/day

Dan Hunter(DH): said full valuation is based on approximately \$200K

DM: Are the cards accurate?

AD: One day a week is minimum.

BR: What is the affect of this law on assessment?

AD: Revenues would go to 100% ?or down to 50%? This is still not settled

Pg. 37 Solid Waste Contracted service goes on calendar year. **Pg. 42 – Contingency** – decrease to \$22K; **pg. 43 Legal Services:** same. **Pg 45 Insurance:** same. **General Assistance:** SNAP is decreasing, ? if there will be an increase in GA fund requests. We get back 75% of what is spent (\$6500 available.)

DM: The influx of covid funds for charity is going away. These monies will no longer be available.

On motion (Keushguerian/Abbotoni) to adjourn at 5:24 p.m.

Vote: 5-0-0

Respectfully submitted,

Lynda L. Letteney
Recording Secretary

Select Board/Budget Committee Workshop 3-1-23 (cont'd)

We, the undersigned, do hereby approve as written, or with corrections as noted, the minutes of the above-designated Budget Committee/Select Board workshop on Wednesday, March 1, 2023

Daryl Fraser, Chairperson

Louis Abbotoni

Tom Anderson

Andrea Keushguerian

Joshua Pinkham

Connie Magistrolli

Dick McLean

Karen O'Bryan

Bruce Rockwood

Shari Sage

Kathy Hytell

Town of Damariscotta, Select Board meeting minutes of March 1, 2023, signed this date: _____



Town of Damariscotta
21 School Street
Damariscotta, Maine 04543
(P) 207-563-5168 (F) 207-563-6862

Andrew Dorr
Town Manager

Town Manager's Report

March 12, 2023

1. Capital Projects

Hodgdon St

Included in your packet is an overview of the RPF documents for this project along with the Construction Plans for the road project. This will be advertised starting this week. The engineer and I will solidify the RFP schedule prior to advertising to best align with one of your regularly scheduled meetings.

Miles St

Also in your packet is a draft contract for this project. The contractor is eager to get working on this and I am working with the hospital to finalize our MOU that will have the town serve as the project owner. This is for the purpose of coordinating the billing of the various components of the project. I have included the previously agreed to MOU with the hospital and it will require amendments to capture how this project will ultimately managed.

At this time, we will not be considering Phase II (Schooner St to Bristol Rd) as neither entity has the budget available to do so. We will work within our respective budgeting processes to coordinate this work in the future.

Downtown Parking Lot

The committee is expected to review the requested for a revised scope of work and the preliminary engineering report for Phase II in their March meeting. Last week, we received notice that our efforts to transfer ownership of the sewer lines will require some additional steps/approval with EDA. I have put the request in to learn more about what will be required and will coordinate with the Sanitary District to finalize that effort. For additional context, there was a letter provided to the town in February 2021 that stated we were approved to transfer ownership of the sewer lines for the purpose of maintenance and operations. Apparently a legal review of that has now highlighted that the district is not a co-recipient of the funds and therefore unable to take ownership at this time. Again, I will continue to work with our contact at EDA and the Sanitary District to remedy this matter, but it may take a couple more months.

Church St

Federal funding requests will be submitted this week for this project. We are still waiting to hear back about the MeDMR/MeDOT grant submission that included our culvert replacement, but if these are awarded, we will be able to take the next steps in the project planning phase which will include ROW and legal review as well as finalizing the design components. This work will also look ton include the remaining section of Hodgdon St as it intersects with Church St.

2. 131st Legislature - Bill status/updates.

- a. Included in your packet is the latest legislative bulletin. This week there will be a hearing on the bills pertaining to the tax stabilization program.
- b. One of the more concerning discussions happening now is with regards to processing of sludge from sewer treatment plants. While this does not directly impact us, it is something worth keeping an eye on.

Agenda Items

1. Miles St Contract

As noted above, the contract is now available and ready to be signed this week. There will likely be some change orders relating to the water line replacement as well as the guardrail. The remaining work that pertains directly to our portion of the project is relatively straightforward and will hopefully have minimal change orders throughout the project. I have sent over the amended MOU to the hospital and hope to have the final version available for Wednesday's meeting. This will not have had the opportunity for legal review before then and you may wish to consider that, however, both parties are committed to seeing Phase I completed this spring.

Recommended Motion: On motion (_____ / _____) to sign the amended MOU for the Miles Street Reconstruction project with Maine Health d/b/a Lincoln Health.

Vote ___ / ___ / ___

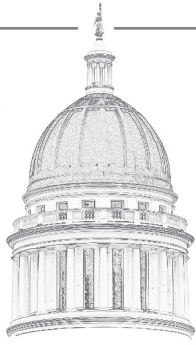
Recommended Motion: On motion (_____ / _____) to sign the contract for the Miles Street Reconstruction project with Hagar Enterprises, Inc.

Vote ___ / ___ / ___

2. Budget Recommendations

If the board is in a position to make any recommendations following the initial budget presentations it would be great to have that captured so the budget committee can begin their review. At a minimum, I recommend the

board consider providing a recommendation on all budget items that have been reviewed to-date with more to follow at a subsequent meeting. If there are questions that you have relating to what has been presented to-date, please let me know and we can bring you the answers at the meeting.



LEGISLATIVE BULLETIN

A publication of the Maine Municipal Association • Vol. XLV No. 8 • MARCH 10, 2023

It's Not Greed

MMA staff appeared before the Taxation Committee Thursday afternoon to be the lone soldier to testify in support of MMA's platform bill, LD 88, *An Act to Provide Qualifying Municipalities a Percentage of Adult Use Cannabis Sales and Excise Tax Revenues*, sponsored by Rep. Sean Paulhus of Bath.

In his presentation, Rep. Paulhus noted that LD 88 would support municipal efforts to combat the negative effects that allowing adult use cannabis businesses within their borders has triggered. Of course, it contained other points as well, but some committee members couldn't see past the first two paragraphs and peppered him with questions on how municipalities have suffered and why the cannabis revenue distributed as part of the state-municipal revenue sharing program was insufficient.

While some committee members seem to favor municipalities getting a slice of the cannabis pie, others felt that local level investments are being recouped via a mix of increased revenue sharing program distributions, local level permit fees and the one-time implementation grants funded by the state. Thankfully, municipalities had committee member Rep. Joe Perry of Bangor in their corner who supports the time and energy put into local cannabis regulation, having grappled with those issues while serving on the city council in Bangor.

No one was specifically present to testify against the bill, however Rep. David Boyer of Poland rose to speak, admittedly off the cuff. While he feels the premise is worth exploring, he takes issue with the argument that this bill would help to buffer against the negative effects of implementation. He doesn't believe the costs associated with setup are burdensome and isn't surprised municipalities are looking for more money, as though offsetting the property tax burden for ongoing management tasks was suspect.

Maine continues to be the only state that has created a robust cannabis market without sharing the received revenue with local government partners either via local option sales tax or statutory sales revenue share back. Colorado has both and allows local licensing fees and Michigan shares 15% with both their county and municipal partners.

The Department of Administrative and Financial Services testified neither for nor against the bill and suggested that

an amendment be considered to include a specified date for the first transfer and a provision enabling the state to retain reasonable fees to administer the program.

Local leaders deal with many important issues daily and the cannabis conversation is losing its luster. The work session will provide more insight on the state's willingness to provide its local government partners with the requested assistance, which is currently scheduled for of the Tuesday, March 21 at 1:00 p.m. in room 127 of the State House.

No Reprieve from Advertising Fees?

Thursday, the State and Local Government Committee held a work session on LD 422, *An Act to Eliminate the Requirement That Municipalities Provide Public Notice in Newspapers*, sponsored by Rep. Daniel Newman of Belgrade, following a budget work session and report from the Abandoned and Discontinued Roads Commission.

As covered in the March 3 Legislative Bulletin, the bill would make the statutory use of generally circulated newspapers to provide public notice optional rather than statutory and free municipal revenue for more effective communication methods. Smaller communities away from the major service center media headquarters could then use that outsized expense for more direct options like mailings, websites, or phone notification systems which are already common in those communities for schools and capable of proving both voice and text announcements to all subscribers.

With no discussion following the analyst's summary, the committee quickly moved "ought not to pass," which was split along party lines. The minority "ought to pass as amended" report came from Rep. Randall Greenwood of Wales, who remarked in the interest of time he wouldn't continue the discussion further, but felt there was merit in the effort, and expanded the option to include counties and quasi-governmental utilities. The amendment also replaces the paid public notice with a press release requirement offering a way for the general newspapers to continue to provide

(continued on page 2)

No Reprieve from Advertising Fees?...cont'd

value to their dwindling subscribers.

While the final decision will be left to the rest of the legislature to debate, the amendment proposed in the minority report deserves exploration. If the loss of the public announcement revenue is clearly the “death of democracy” as opponents opined, and if such papers truly serve the public good they claim, then why would they not be willing to print a municipal press release in service to democracy? Those that delivered on the claims may earn their municipal advertising revenue by demonstrating the value and impact of the service.

As this is Maine, and the wood heating season is upon us, unread newspapers and distant municipal announcements will still serve a vital purpose, regardless of which report is advanced on the House floor. One thing is for certain; you won't find out when the legislature will debate the issue on the floor printed as an announcement in any newspaper.

Hearings of The Week: Training & Elections

Day Training Program. The Criminal Justice & Public Safety Committee will conduct a public hearing on LD 673, *An Act to Direct the Maine Criminal Justice Academy to Develop a Nonresidential Law Enforcement Training Program*. The hearing will take place on **Monday, March 13 at 10:00 a.m.** in room 436 of the State House. The bill, sponsored by Rep. Michel Lajoie of Lewiston on behalf of MMA, requires the Board of Trustees of the Maine Criminal Justice Academy to develop and implement a nonresidential law enforcement training program as a complement to its residential program.

On-premises Consumption. The Veterans & Legal Affairs Committee will conduct a public hearing on LD 839, *An Act to Allow On-premises Consumption of Adult Use Cannabis and Adult Use Cannabis Products on the Premises of Cannabis Store Licensees* on **Monday, March 13 at 11:00 a.m.** in room 437 of the State House. The bill, sponsored by Rep. Lynne Williams of Bar Harbor, authorizes the on-premises consumption of adult use cannabis and products in a separate area within the retail sales building, which is contingent on the approval of the state and municipality.

LD 290 Fix Reminder: As described in the March 3 edition of the Legislative Bulletin, at **1:00 p.m. on March 16** the Taxation Committee will conduct hearings on several bills seeking amendments to the Property Tax Stabilization law.

Speak Now...

Or, Forever Hold Your Peace.

Members of the Veterans & Legal Affairs committee met on Wednesday to conduct a public hearing on LD 750, *An Act to Eliminate the Limits on Candidates' Speech at the Polls*, sponsored by Sen. Jim Libby of Cumberland County.

Aside from the sponsor, the only support for the bill came from Sen. Eric Brakey of Androscoggin County, who reminded committee members of the struggles candidates currently face on election day. In the senator's view, allowing candidates to state their names and the offices they are running for would eliminate those awkward conversations that currently tend to take place when candidates are present to welcome voters to the polls.

By the time election day rolls around, most voters have already established their positions on the issues before them. Furthermore, Maine has worked hard to create a safe place for citizens to cast ballots, one that is free from harassment, intimidation, or confrontation. The question remains, do the benefits associated with allowing candidates to speak freely to voters and endure some cringy conversations at the polls outweigh the possibility of increased confrontation due to opposing political views or potentially having acts of violence occur? The Secretary of

State (SOS), MMA, the Maine Town & City Clerks Association (MTCCA), and the Women League of Voters don't think so.

Deputy Secretary Joanne Batista, who testified on behalf of the SOS, stated that allowing candidates to interact with voters at the polls blows the door wide open for increased friction and disruption, ultimately eroding the sanctity of election day.

Rep. David Boyer of Poland asked Patty Dubois, MTCCA, if their membership would be supportive of banning candidates at the polls altogether. While some states do ban candidates from being present at the polling place and given that the clerks have not been asked that question directly, Dubois indicated that banning candidates would level the playing field while still maintaining the safety of the polls.

It would appear that only candidates would like the ability to interact with voters at a deeper level on election day at the polls. Time and time again election bills are presented, and the same sentiment is heard, Maine does a great job conducting fair and accurate elections. So how about we let the election officials do what they do best without also having to police the premises and degrade their safety and security.

HEARING SCHEDULE

For the week of March 13, 2023

MONDAY, MARCH 13

Agriculture, Conservation & Forestry Room 214, Cross Building, 9:00 a.m. Tel: 287-1312

LD 791 – An Act to Support the Maintenance of Historic Fort George in Castine

LD 797 – Resolve, to Authorize the Conveyance of Real Property to the Capitol Area Recreation Association

Criminal Justice & Public Safety Room 436, State House, 10:00 a.m. Tel: 287-1122

LD 178 – An Act to Support Reentry and Reintegration into the Community

LD 673 – An Act to Direct the Maine Criminal Justice Academy to Develop a Nonresidential Law Enforcement Training Program

LD 756 – An Act to Provide Funding for Positions in the Penobscot County Sheriff's Office

LD 799 – An Act to Fund Patrol Positions for the Penobscot County Sheriff's Office

Veterans & Legal Affairs Room 437, State House, 10:00 a.m. Tel: 287-1310

LD 766 – An Act Regarding the Residence of Incarcerated Persons for Voting Purposes

LD 770 – An Act to Prohibit Ballot Harvesting by Preventing a 3rd Person from Returning More than 2 Absentee Ballots per Day

LD 812 – An Act to Assist Clerks in Facilitating Elections and to Improve Access to In-person Absentee Voting for Working People by Increasing Time for Absentee Ballot Processing and In-person Voting

LD 839 – An Act to Allow On-premises Consumption of Adult Use Cannabis and Adult Use Cannabis Products on the Premises of Cannabis Store Licensees

LD 886 – An Act to Allow Clerks to Issue Absentee Ballots After the 3rd Business Day Before Election Day to Voters Who Have a Nonphysical Disability and Voters Who Support a Person with a Disability

TUESDAY, MARCH 14

Energy, Utilities & Technology Room 211, Cross Building, 3:15 p.m. Tel: 287-4143

LD 399 – An Act to Amend the Portfolio Requirements for Class II Resources

LD 437 – An Act to Eliminate the Repeal Provision on Waste-to-energy Renewable Energy Credits

Innovation, Development, Economic Advancement & Business Room 202, Cross Building, 1:00 p.m. Tel: 287-4880

LD 583 – An Act to Provide for Municipalities to Allow Grocery Stores up to 10,000 Square Feet to Open on Easter, Thanksgiving and Christmas

LD 648 – An Act to Address Staffing Shortages in Critical Public Safety Jobs Through Economic Incentives

Labor & Housing Room 202, Cross Building, 1:00 p.m. Tel: 287-1331

LD 827 – An Act to Allow Employees to Request Flexible Work Schedules

State & Local Government Room 214, Cross Building, 1:00 p.m. Tel: 287-1330

LD 670 – An Act to Protect Birds and Wildlife in the Construction and Maintenance of Public Buildings

LD 671 – An Act to Factor Conservative Projections of Sea Level Rise into State Planning on Climate Change

Taxation Room 127, State House, 1:00 p.m. Tel: 287-1552

LD 517 – An Act to Allow Maine Families to Deduct Vehicle Excise Taxes on State Income Tax Returns

Transportation Room 126, State House, 1:00 p.m. Tel: 287-4148

LD 413 – An Act to Require the Department of Transportation to Upgrade Route 1 from Fort Kent to Van Buren

LD 528 – An Act to Improve Road Safety for Waste and Recycling Collection Employees

Note: You should check your newspapers for Legal Notices as there may be changes in the hearing schedule. Weekly schedules for hearings and work sessions can be found on the Legislature's website at: <http://legislature.maine.gov/calendar/#Weekly/>. There is also the option to testify via Zoom if you register 30 minutes in advance. Persons wishing to testify over Zoom can submit their testimony by uploading it through the registration portal (<https://www.mainelegislature.org/testimony/>).

LD 607 – Resolve, to Direct the Department of Transportation to Examine the Feasibility of Extending Interstate 95 to the St. John Valley

LD 652 – An Act to Allow the Reinstatement of Certain Commercial Driver's Licenses

WEDNESDAY, MARCH 15

Environment & Natural Resources Room 216, Cross Building, 9:00 a.m. Tel: 287-4149

LD 27 – An Act to Align Maine's Lead Abatement Law with Federal Definitions and to Clarify Lead Abatement Licensing and Certification Requirements

LD 826 – An Act to Prohibit the Disposal of Certain Solar Panels in the State and to Require Bonds to Cover Disposal Costs

Health & Human Services Room 209, Cross Building, 1:00 p.m. Tel: 287-1317

LD 35 – An Act to Establish Adult Protective Services Training Requirements for Professionals Mandated to Report Suspected Abuse, Neglect or Exploitation to Enhance Protection of Incapacitated and Dependent Adults

LD 474 – An Act to Improve Collaboration Between Mandatory Reporters and Law Enforcement in the Investigation of Alleged Child Abuse and Neglect

Judiciary Room 438, State House, 9:00 a.m. Tel: 287-1327

LD 336 – An Act Regarding State Recognition of Native American Tribes

(continued on page 4)

HEARING SCHEDULE

For the week of March 13, 2023

Veterans & Legal Affairs

Room 437, State House, 10:00 a.m.

Tel: 287-1310

LD 768 – An Act to Authorize State Political Parties to Opt Out of Ranked-choice Voting for Primary Elections

11:00 a.m.

LD 879 – An Act to Place Restrictions on Candidate Speech and Clothing, Buttons and Other Items at Voting Places

THURSDAY, MARCH 16

Energy, Utilities & Technology

Room 211, Cross Building, 1:00 p.m.

Tel: 287-4143

LD 496 – An Act to Address Solar Energy Development Decommissioning

Labor & Housing

Room 202, Cross Building, 1:00 p.m.

Tel: 287-1331

LD 891 – An Act to Protect Due Process for Certain Public Sector Employees

Marine Resources

Room 206, Cross Building, 1:00 p.m.

Tel: 287-1337

LD 487 – Act to Establish Coastal Waters and Submerged Lands Regional Planning Commissions

State & Local Government

Room 214, Cross Building, 1:00 p.m.

Tel: 287-1330

LD 620 – An Act to Promote Free Trade by Preventing Municipalities from Prohibiting the Sale of Legal Goods

LD 662 – An Act to Prohibit Municipal Flavored Tobacco Product Bans on State-licensed Tobacco Retailers

LD 735 – An Act to Require the State to Hold a Public Hearing in a Municipality Before the State Constructs a Solar Project in That Municipality

LD 894 – An Act to Preserve Heating and Energy Choice by Prohibiting a Municipality from Prohibiting a Particular Energy System or Energy Distributor

Taxation

Room 127, State House, 1:30 p.m.

Tel: 287-1552

LD 37 – An Act to Amend the Laws Governing Property Tax Stabilization for Senior Citizens to Eliminate the Requirement for an Annual Application

LD 89 – An Act to Clarify Eligibility for Property Tax Stabilization for Individuals 65 Years of Age or Older

LD 130 – An Act to Eliminate Senior Citizen Property Tax Stabilization and Expand the Homestead Property Tax Exemption

LD 529 – An Act to Remove the Annual Filing Requirement in the Property Tax Stabilization Laws

Transportation

Room 126, State House, 1:00 p.m.

Tel: 287-4148

LD 560 – An Act Regarding County Sheriff Vehicle Registration Plates

How Much is too Much?

On Friday, members of the Veterans & Legal Affairs committee were scheduled to rip through four work sessions and three public hearings on bills up for consideration this session. Of municipal interest were hearings on three bills relating to cannabis.

First up for discussion was LD 355, *An Act to Refocus the Purpose and Duties of the Cannabis Advisory Commission (CAC)*, sponsored by Sen. Craig Hickman of Kennebec County. Speaking to the concept draft, Sen. Hickman admitted that he presented the draft to spark stakeholder and public comment relating to the future of this commission. An amendment to abolish the CAC has been prepared, however, Sen. Hickman feels it is important to know how stakeholders and members of the public feel about such an action.

With concept drafts, it is nearly

impossible to determine the intent of the bill when writing testimony. This resulted in varied testimony in support for LD 355 and against, even though several had the same reasoning but chose opposing positions.

Susan Meehan from the Maine Cannabis Coalition and the Cannabis Council of Maine provided testimony in support of the bill along with a two-part proposal that would dissolve the commission as it currently stands and replace it with one comprised of more pertinent stakeholders. Other testimony provided by the Maine Craft Cannabis Association also supported a measure that would involve replacing the commission with one that is more appropriately comprised of stakeholders.

Questions from committee members led the hearing off track a bit, but Sen. Hickman quickly brought the discus-

sion back to the first part of Meehan's proposal to abolish the current commission, since establishing a new cannabis group would require a public hearing for that measure.

Maine Public Health Association is opposed to abolishing the commission since they feel the current commission membership represents a diverse perspective on cannabis policy, essential for a thoughtful approach to policy making.

MMA, like most individuals testifying at the public hearing on LD 365, *An Act to Support Compliance and Establish Graduated Sanctions Under the Maine Medical Use of Cannabis Act* sponsored by Sen. Ben Chipman of Cumberland County, were in support of the establishment of graduated enforcement measures based proportionally on the nature of the infraction

(continued on page 5)

How Much is too Much?...cont'd

that has occurred.

Andelena Henderson, owner of West Paris Provisions Medical Dispensary, testified in support of graduated sanctions. Henderson's testimony described an incident where a former employee sold a \$5 preroll to an undercover Office of Cannabis Policy (OCP) employee performing a sting operation, who did not possess a medical card. This action was brought to Henderson's attention nine months after the incident took place and caused her license to be revoked with no opportunity to correct the situation.

While Henderson acknowledged her employee was in the wrong, she is claiming an overreach by the OCP for performing sting operations around the state and trying to entrap businesses into breaking one of the cannabis regulations, in this case, selling medical cannabis to an individual who does not possess a medical card.

Two other employees of West Paris Provisions submitted testimony citing the same incident, claimed OCP overreach, and supported the measure to establish a set of graduated sanctions proportional to the infraction.

Opposition to LD 365 came from Vern Malloch, Deputy Director for Operations at OCP, who oversees compliance for the program. The OCP welcomes the opportunity to discuss enforcement issues and the lack of compliance in the medical program but feels the bill does not provide for those conversations to happen in a meaningful way. Currently, liquor inspectors can conduct compliance checks and OCP would like to see a similar program for cannabis compliance.

OCP inspectors do not have the ability to write a ticket for noncompliance and the only enforcement action they currently have, for an infraction such as the West Paris Provisions one, is to revoke the license of that business. It was mentioned that when a sting opera-

tion is successful, an OCP inspector will go back to the business a few times to see if it was a one-time occurrence or if there is a pattern.

No one testified neither for nor against the bill.

How much is too much? That was seemingly the question of the day when discussing LD 555, *An Act to Increase the Number of Mature Plants Allowed for the Home Cultivation of Cannabis* sponsored by Rep. David Boyer of Poland.

With the exception of MMA, testimony heard at the public hearing was in favor of increasing the number of mature cannabis plants allowable for home cultivation. Generally speaking, those in favor, who included several medical cannabis caregivers and representatives from the Maine Craft Cannabis Association and the Maine Cannabis Union, reasoned that unless someone is growing cannabis professionally, the likelihood that three plants would produce an amount sufficient for an individual to use as they see fit, is quite low.

When presenting the bill to the committee, Rep. Boyer admitted there have been some neighborly squabbles, but that the sky hasn't fallen as predicted. However, the members of MMA's policy committee would argue that those squabbles are a large part of the reason why municipal officials do not want to increase the number of mature plants allowed for home cultivation. These squabbles, though insignificant at the

state level, can be time consuming and take away from the important work that goes on at the local government level.

While ruminating on why the limit was originally set at three plants, committee members remembered that the limit was set as a political maneuver to get the measure to pass.

Rep. Walter Riseman of Harrison asked the sponsor if he knew how much cannabis six plants would produce. Lucky for him, MMA provided testimony that found data indicating an estimated production of cannabis from one healthy mature plant grown outside is ½ pound or 8 ounces of cannabis flower or if grown indoors can potentially produce a ¼ pound or 4 ounces.

Arguments for the passage of LD 555 claim that a person inexperienced at growing cannabis could encounter several barriers during cultivation, from both environmental and experience related means. Considering the legal limit for adult use possession is two and a half ounces, it would seem even one plant would produce an allowable limit and would include a margin of error. Furthermore, current statute allows for an unlimited number of seedlings and twelve immature plants, allowing a continuous rotation of product.

In the end, local officials really don't care who wants to grow the devil's lettuce, but they do care about the neighborly squabbles that ensue because of the difficulties regulating this market. These bills will be worked by the committee on Monday, March 13 at 1 p.m.

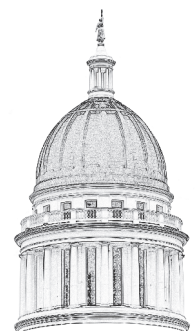
LEGISLATIVE BULLETIN

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Augusta's Alternate Universe

Perhaps it's the winter doldrums, or just general political fatigue, but lately anyone working in service of functional public policy reading from the list of bills as they are printed probably feels like they are in an alternate universe.

While normally gubernatorial nominations for quasi-judicial bipartisan statutory boards are not controversial or matters of municipal concern, such nominations are now frequently presented in committees prior to public hearings on proposed legislation. As such, staff has had the opportunity to sit through the largely procedural processes and witnessed an increasingly partisan approach on which some nominees are grilled, and others are quickly confirmed. Almost three months into the legislative session, with few public hearings held,

1,200 printed bills and 1,100 more waiting, the act of scoring political points at the expense of nominees – well intended volunteers – is at best wasting precious time better focused on public policy.

However, judging from the most recently printed bills it may help to explain the lack of will to tackle the hard problems facing municipalities head on.

Despite an out-of-control housing market, rent increases tipped in favor of higher paying transient tenants, the plethora of sales of residential housing at above market prices to investors, and a growing unhoused population, LD 984, *An Act to Expand Access to the Homestead Property Tax Exemption* was printed last week.

As drafted, the bill seeks to apply the homestead exemption on property

with four or fewer units that is owned by a limited liability company (LLC), provided a member of that company resides there. Corporate ownership of real estate, is often used as a tax shelter for LLC members, limits personal liability for injuries incurred by occasional guests on the property, and restricts the ability for a loss of property in a monetary judgement against an individual. Perhaps more importantly, corporate ownership of property has exploded in the past five years for short-term rental ownership, especially in coastal areas where seasonal and year-round workforce housing was once in abundance.

Meanwhile, MaineHousing says its current projects are “dramatically constricted by workforce shortages and supply chain troubles,” and thus will

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IN THE HOPPER

Agriculture, Conservation & Forestry

LD 1048 – An Act Regarding the Authority of Municipalities to Regulate Timber Harvesting (Sponsored by Sen. Black of Franklin Cty.) The bill requires municipal timber harvesting ordinances to be certified by the Bureau of Forestry and consistent with an adopted comprehensive plan. The bill also requires municipal clerks to provide the bureau with notice and a copy of the ordinance either: (1) by April 1, 2024 in communities that have adopted a timber harvesting ordinance as of January 1, 2024; and (2) for ordinances adopted after January 1, 2024, at least seven days before the meeting of the legislative body or public hearing at which the adoption of the ordinance is considered.

Criminal Justice & Public Safety

LD 526 – An Act to Provide Funding to Emergency Medical Services Organizations (Sponsored by Speaker Talbot Ross of Portland) This bill provides a one-time General Fund appropriation of \$25 million in FY 2024 to the Department of Public Safety targeting emergency medical services organizations at immediate risk of failing and leaving their service areas without access to adequate emergency medical services.

LD 1036 – An Act to Require All Police Officers to Carry Naloxone Hydrochloride When on Duty (Sponsored by Rep. Milliken of Blue Hill) This bill requires law enforcement officers to obtain medical training in the dispensing of naloxone hydrochloride and to carry naloxone hydrochloride at all times when on duty.

Education & Cultural Affairs

LD 1022 – An Act to Allow School Budget Referenda on the Same Day as Primary Elections (Sponsored by Rep. Arata of New Gloucester) This bill allows participating municipalities of a regional school

(The bill summaries are written by MMA staff and are not necessarily the bill's summary statement or an excerpt from that summary statement. During the course of the legislative session, many more bills of municipal interest will be printed than there is space in the Legislative Bulletin to describe. Our attempt is to provide a description of what would appear to be the bills of most significance to local government, but we would advise municipal officials to also review the comprehensive list of LDs of municipal interest that can be found on MMA's website, www.memun.org.)

unit beginning January 1, 2024 to limit the time period in which a regional school unit budget meeting or referendum may be held to at least 45 days prior to the date of a statewide primary or referendum election in June or the second Tuesday in June if a statewide primary or referendum election is not held in June of that year.

Energy, Utilities & Technology

LD 905 – An Act to Expand Energy Choice Through Municipal Utilities (Sponsored by Rep. Geiger of Rockland) This bill limits the approval by the Public Utilities Commission of a municipal power district's or a rural electrification cooperative's proposal to furnish service in a municipality in which an investor-owned transmission and distribution utility is already furnishing service to the a determination that there is no proven net harm to other ratepayers in the utility losing customers and the municipal power district or cooperative was created in conformance with applicable law. The bill also specifies that a utility furnishing service in communities where a municipal power district or cooperative is created and approved must facilitate the transfer of property and be provided just compensation, as determined by the commission, for that property.

Augusta's Alternative Universe... cont'd

likely cause rents and home prices to continue to increase in 2023. However, there is no legislative incentive in sight to mitigate market forces.

Homestead exemptions for the corporate ownership of property where up to three units can be used for transient rentals - not permanent workforce or affordable housing? Alternate universe.

LD 801, *An Act to Require Municipalities to Obtain Housing Units for Residents Experiencing Homelessness*, would require municipalities to obtain and maintain one housing unit for every 1,000 residents in an effort to combat homelessness. A noble idea. However, considering the City of Bangor already has more than 800 units for that purpose, well over the 31 the bill suggested as necessary, and still can't meet the housing need, it's unclear if the bill suggests a reduction, or more likely an increase, which would be a mandate on municipal government.

Shifting additional burdens on those who are already housed, based on population rather than need? Alternate universe.

In 2021, property tax supported law enforcement officers conservatively volunteered \$500,000 in payroll costs to deliver the basic and continuing law enforcement programs necessary to train and prepare Maine's law enforcement officers. That estimate, however, does not include overtime pay, or the expenses associated with travel to deliver training, cover shifts for employees to provide that training, or the costs to pay employees required to attend these courses.

Meanwhile, during the Department of Public Safety's budget review before Criminal Justice and Public Safety Committee, members sought to cut the requested positions at the Maine Criminal Justice Academy necessary to provide existing and legislatively expanded programming. The staffing levels at the academy are lower than they were 20 years ago, despite the significant expansion in continuing education needs.

Municipalities are facing a crisis in

filling vacancies in vital public safety positions in a state wrestling to recover from a year of record overdose deaths, a homicide rate nearly larger than the highest level in the past two decades, and a mental health catastrophe that far exceeds available providers or beds. Municipalities want and need flexibility to attract mature candidates with complex lives who desire to serve their community. They need two models of basic training to accomplish it.

MMA's bill seeking to direct even more resources than the commissioner requested to allow the board of the academy to develop a non-residential basic training course in addition to the existing residential course, LD 673, *An Act to Direct the Maine Criminal Justice Academy to Develop a Nonresidential Law Enforcement Training Program*, sponsored by Rep. Michel Lajoie of Lewiston, will have a public hearing on Monday, March 13 at 10:00 a.m.

The Legislature seems to want more training for police, and like communities, desires professional, highly skilled, emotionally, and culturally informed officers, but questions investing in additional permanent staff to deliver it? Alternate universe.

Meanwhile, somewhere someone is sitting in their parents' basement using technological tools to play real-life video games with our emergency response systems, schools, and public infrastructure. One way to address this growing public safety concern is found in LD 405, *An Act to Prevent False Reporting Leading to Evacuation, Shutdown or Lockdown*, sponsored by Sen. Ann Carney of Cumberland County, which received a public hearing on Monday. The proposal seeks to make it a felony for anyone knowingly reporting a false threat that leads to the evacuation of a building, place of assembly or public transport.

Proponents included students and teachers who had experienced a multi-school active shooter hoax that continues to have an impact on those who were swept up in the response. Additionally, Maine Prosecutors Association, Maine Education Association, Maine School

Management Association, Maine Chapter of American Academy of Pediatrics, Maine Chiefs of Police and Maine State Police all support LD 405.

As MMA testified, these events are not a one off. They continue on a regular basis, involve a variety of threat types, and are sent to public safety systems in a multitude of ways. Each event has cost communities hundreds of thousands of dollars in multi-agency response, or improvements to security measures necessary to limit cancellations and evacuations and avoid disrupting student learning. While there is little hope that a single municipality can pursue justice for the harm to the community alone, collectively with interconnected agencies, they are able to assess and share that intelligence quickly to increase the odds of finding the source. Additionally, county and municipal agencies receive vital information from the emerging patterns of hoax communications that are reported between federal partners and fusion centers across the U.S.—essentially an ever-evolving early warning system.

Opposition to legislation came from the Maine Prosecutors Association and the ACLU of Maine. Focused on the lack of connection to deterrence and criminal penalties, both felt elevating the level of penalty on intentional acts that cause major community harm was unlikely to achieve the desired effect.

The committee will hold a work session on LD 405 on March 15 at 10:00 a.m.

Just in case you thought creating a real-life video game out of public safety response was already an alternate universe, there's a bill title in the pipeline to eliminate the collection of information and the communication center that law enforcement agencies relied on to avoid triggering active shooter and bomb squad responses to 300 plus hoax threats.

Tune in to either the public hearings or work session next week and perhaps you'll find an "alternate universe" where the Matrix choice between a "red" or a "blue" pill actually creates a legislature that listens and treats municipal government like a partner, rather than a special interest. I wouldn't risk your crypto currency on it though.

**MAINE MUNICIPAL
ASSOCIATION SINCE 1936**

60 Community Drive
Augusta, ME 04330

IN THE HOPPER (cont'd)

Environment & Natural Resources

LD 928 – RESOLUTION, Proposing an Amendment to the Constitution of Maine to Establish a Right to a Clean and Healthy Environment (Sponsored by Rep. O’Neil of Saco)

This resolution proposes to amend the Constitution of Maine to grant the people of the State a right to a clean and healthy environment and to the preservation of the natural, cultural, and healthful qualities of the environment.

Labor & Housing

LD 1050 – Resolve, Directing the Department of Labor to Request a Federal Waiver to Allow Presumptive Work Eligibility for Asylum Seekers (Sponsored by Sen. Brakey of Androscoggin Cty.)

This resolve directs the Commissioner of Labor to request a waiver from the United States Department of Homeland Security to allow an asylum seeker who has applied for asylum to work during the six-month period immediately after applying for asylum while awaiting a final determination and for the time period while an asylum seeker’s work permit has expired and is pending renewal by the Federal Government.

Transportation

LD 480 – An Act to Clarify Laws Regarding the Placement of Signs on Public Ways (Sponsored by Rep. Newman of Belgrade)

This bill requires that when the department or a municipality removes a sign located within the public way that is not temporary in nature to notify the owner that the sign has been removed and the reason for the

removal. If a temporary sign is removed, the notice must also include instructions on how to install the sign in a manner that complies with the law. The also defines: (1) “noncommercial message” to include a sign that does not include a business name or logo, but may include a symbol pertaining to a product or service; (2) “control-of-access areas” as areas where an abutting property owner does not have direct access and to which all access is controlled by the Department of Transportation; and (3) “public safety hazard” as a sign placed or constructed in a manner that causes a danger of injury to the public traveling by vehicle.

Veterans & Legal Affairs

LD 866 – An Act to Allow Clerks to Issue Absentee Ballots After the 3rd Business Day Before Election Day to Voters Who Have a Nonphysical Disability and Voters Who Support a Person with a Disability (Sponsored by Rep. Osher of Orono)

This bill expands the list of persons who may receive an absentee ballot after the third business day before election day to include persons with any disability, rather than persons with a physical disability as current law provides, and to include persons providing volunteer or uncompensated care to a person with a disability.

LD 1038 – An Act to Reinstate Plurality Voting by Repealing the Ranked-choice Voting Laws (Sponsored by Rep. Polewarczyk of Wiscasset)

This bill repeals the laws governing ranked-choice voting.

LD 1055 – An Act to Prohibit the Use of Ballot Drop Boxes (Sponsored by Sen. Brakey of Androscoggin Cty.)

This bill prohibits the use of ballot drop boxes.

**TOWN OF DAMARISCOTTA
HODGDON STREET DRAINAGE IMPROVEMENTS
INTRODUCTION**

1. GENERAL

A. This CONTRACT covers reconstruction a portion of Hodgdon Street in the Town of Damariscotta. This CONTRACT covers all work to be performed. This project is being partially funded by a Community Development Block Grant (CDBG). The requirements of the CDBG have been included in this project manual.

B. Scope of work, to include, but not limited to:

BASE BID:

This project includes reconstructing a 460' section of Hodgdon Street beginning at the intersection of Pleasant Street. The existing road is approximately 9 to 12 feet wide, the proposed designs widen the road to 18' for the first 425' of the road and then taper to 12'. The road reconstruction includes but is not limited replacing existing culverts with a new drainage system with four (4) catch basins, underdrains and some open ditching. In addition, the project also includes box cutting the existing road base and replacing aggregate, installing asphalt curbing, regrading, repaving, as well as all other project specifics indicated in the DRAWINGS and CONTRACT DOCUMENTS.

2. DEFINITIONS

A. Definitions shall be as listed in the Agreement. "OWNER" shall mean Town of DAMARISCOTTA, acting through or by its authorized representative.

3. SCHEDULE

A. Construction shall be substantially complete in accordance with the following schedule:

Bids Due:	March 31, 2023 @ 2:00 PM
Anticipated Award:	March 31, 2023
Construction Start Date:	When Contractor Is Available
Project Completion Deadline:	October 27, 2023*

***Construction must be completed eight (8) weeks after commencement.**

4. OTHER CONSIDERATIONS

A. Bidders are advised of the requirement to maintain effective protection of Town property, adjacent private property, building occupants, pedestrians and vehicular traffic at all times.

B. Each BIDDER is responsible for inspecting the site and for reading and being thoroughly familiar with the site conditions and CONTRACT DOCUMENTS. The failure or omission of any

BIDDER to do any of the foregoing shall in no way relieve any BIDDER from any obligation in respect to its BID. Bidder shall be responsible for preparing quantities and takeoffs.

- C. Attention is drawn to the requirement to reconstruct all disturbed areas to their existing condition on the property. Reconstruction of disturbed areas shall include but not be limited to replacement of plantings, surface materials, signage, finishes, etc. All work shall be performed as part of the LUMP SUM bid.
- D. Alternative bond forms prepared by a bonding agent will be acceptable.
- E. Except when otherwise stated, the amount of insurance for each policy shall be not less than:
 - 1. Liability for bodily injury, including accidental death:
 - (1) \$2,000,000 for any one person and (2) \$2,000,000 for each accident.
 - 2. Liability for Property Damage:
 - (1) \$2,000,000 for any accident and (2) \$2,000,000 for all accidents.

TOWN OF DAMARISCOTTA
HODGDON STREET DRAINAGE IMPROVEMENTS
NOTICE AND INFORMATION TO BIDDERS

BID DUE DATE

The Town of DAMARISCOTTA will receive sealed bids for a project entitled: "**Hodgdon Street Drainage Improvements**" on or before **March 31st, 2023 at 2:00 PM** at the Damariscotta Town Office at 21 School Street. At which time, the received bids will be opened and read aloud. All bids shall be in accordance with 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. All of the bid documents are a material part of this NOTICE and are incorporated by reference into this NOTICE.

BID BOOK AND PLANS

Bid packages will be made available by Gartley & Dorsky Engineering & Surveying, Inc. Hard copies of the bid package will be provided for \$100.00 or by email at no charge.

QUESTIONS

Project-specific questions, identification of discrepancies, and/ or omissions from the project documents shall be requested in writing or emailed to Andrew Hedrich, Gartley & Dorsky Engineering & Surveying, Inc. 59 Union Street, Unit 1, Camden, ME 04843 or at AHedrich@gartleydorsky.com. Questions received less than two (2) days in advance of the Bid Due Date will not be answered. Prior to an award of the contract, no other person has been authorized to make any oral modifications or changes in the terms and specifications of this NOTICE. Bidders shall not contact any other staff for clarification of Contract provisions, and Owner will not be responsible for any interpretations so obtained. The Project Engineer will provide additional written clarification concerning the issues raised in the NOTICE to all prospective bidders no later than two (2) days prior to the bid due date.

BID REQUIREMENTS

For purposes of this BID NOTICE and all Project documents, the term "bidder" shall mean any person, company or organization submitting a Proposal pursuant to this NOTICE and the term "bid" shall mean a Proposal submitted by a bidder. Each Bid must be made upon blank forms provided in the Request for Bid provided by the Town of Damariscotta and must be accompanied by a bid bond at five (5) percent of the bid amount as a bid guarantee. A Contract Performance Surety Bond and Contract Payment Surety Bond each in the amount of 100 percent of the Contract price, will be required of the successful Bidder. Contractor will pay to the Town of Damariscotta the amount of \$150.00 per day for liquidated damages for each calendar day that the Contractor shall be in default after the time stipulated in the contract document.

In the execution of the contract, the Contractor and all subcontractors agree and undertake not to discriminate in their hiring or in the furnishing of goods or services required by this Contract on the grounds of race, color, religion, sex, sexual orientation, national origin or citizenship status, age, disability or veterans' status, and to provide reasonable accommodations to qualified individuals with disabilities upon request. All employees, agents, or subcontractors of the Contractor who enter into or upon the Town's premises for any reason relating to this Contract shall at all times abide by and adhere to all laws, regulations, and/or the Town policies against sexual harassment and discrimination, and shall not engage in, and shall report to the Town, any criminal or nefarious conduct on the property.

All deviations from the contract documents must be noted in detail by the bidder, in writing, at the time of submittal of the formal bid. Bidders are expressly informed that any material deviation from the contract documents may be a basis for rejection of the Proposal at the time the Town considers an award of the contract.

At the time of the opening of proposals, each bidder shall be presumed to have read and be thoroughly familiar with the construction plans in this BID NOTICE and all enclosures. The failure or omission of any bidder to receive or examine any form, instrument, or document shall in no way relieve any bidder from any obligation in respect to the Proposal submitted. Any bidder to whom a contract is awarded shall be responsible for observing applicable standards for fair employment practices and work safety.

BONDING

Each bid must be made upon blank forms provided in the Request for Bid provided by the Town and must be accompanied by a bid bond of five (5) percent of the bid amount as a bid guarantee or an official bank check, cashier's check, certified check, certificate of deposit, or United States postal money order in the required amount payable to the Town of Damariscotta as a Bid Guarantee. A Contract Performance Surety Bond and a Contract Payment Surety Bond, each in the amount of 100 percent of the Contract price, will be required of the successful Bidder.

BID AWARD AND PROJECT SCHEDULE

The Board of Selectmen reserve the right to accept or reject any or all bids. The bid will be awarded to the lowest responsive & responsible Bidder, while taking into consideration project experience and familiarity with the contractor. Bid results will be provided to Bidders upon request.

**TOWN OF DAMARISCOTTA
HODGDON STREET DRAINAGE IMPROVEMENTS
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 sump bid, unit prices will be used for contract modifications for both additions and deductions.

Base Bid-

This project includes reconstructing a 460' section of Hodgdon Street beginning at the intersection of Pleasant Street. The existing road is approximately 9 to 12 feet wide, the proposed designs widen the road to 18' for the first 425' of the road and then taper to 12'. The road reconstruction includes but is not limited replacing existing culverts with a new drainage system with four (4) catch basins, underdrains and some open ditching. In addition, the project also includes box cutting the existing road base and replacing aggregate, installing asphalt curbing, regrading, repaving, as well as all other project specifics indicated in the DRAWINGS and CONTRACT DOCUMENTS.

BID PRICE

BASE BID: \$ _____

Name of Individual / Company: _____

Address: _____

Printed Name of Person Signing Form: _____

Telephone: _____

Email: _____

Signature: _____

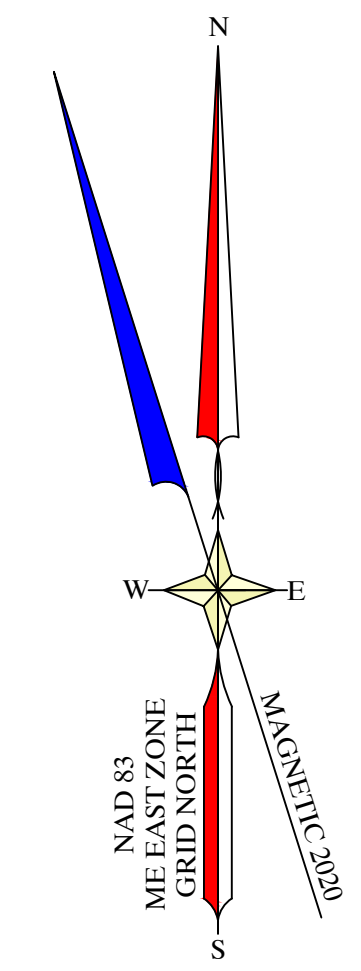
Date: _____

LEGEND

- APPARENT RIGHT OF WAY LINE PER PLAN REF. #1
- APPROXIMATE PROPERTY LINE
- EXISTING STONE RETAINING WALL OR STONE WALL
- EXISTING OVERHEAD UTILITY LINE
- EXISTING STORM PIPE
- EXISTING CONTOUR
- EXISTING FENCE AS NOTED
- EXISTING SANITARY LINE
- EXISTING WATER LINE
- IRON ROD OR RE-BAR FOUND
- IRON PIPE FOUND
- EXISTING SANITARY MANHOLE
- EXISTING DRAINAGE MANHOLE
- EXISTING CATCH BASIN
- EXISTING UTILITY POLE
- EXISTING GUY
- EXISTING GATE VALVE
- EXISTING FIRE HYDRANT
- EXISTING DECIDUOUS TREE
- EXISTING CONIFEROUS TREE
- EXISTING BUSH OR SHRUB
- EXISTING MAIL BOX
- PROPOSED SEDIMENT BARRIER
- PROPOSED STORMWATER PIPE
- PROPOSED CATCH BASIN
- PROPOSED CONTOUR

CATCH BASIN SCHEDULE

STRUCTURE	STATION AND OFFSET	RIM	INV. IN	INV. OUT	REMARKS
CB #1	0+05.35 (OFFSET -17.50' L)	23.20'	19.50' (15" HDPE TYPE C UNDERDRAIN)	19.50' (18" HDPE)	48" DIA. W/ RISERS, FRAME, AND GRATE
CB #2	0+45.56 (OFFSET 8.00' R)	25.34'	20.74' (15" HDPE TYPE C UNDERDRAIN)	20.54' (15" HDPE)	48" DIA. W/ RISERS, FRAME, AND GRATE
CB #3	1+85.99 (OFFSET 8.00' R)	33.33'	27.70' (15" HDPE TYPE C UNDERDRAIN)	27.50' (15" HDPE)	48" DIA. W/ RISERS, FRAME, AND GRATE
CB #4	2+87.23 (OFFSET 8.00' R)	37.37'	33.05' (15" HDPE) 33.05' (15" HDPE)	32.85' (15" HDPE)	48" DIA. W/ RISERS, FRAME, AND GRATE
CB #5 (EXISTING)	0+03.73 (OFFSET 66.59' R)	22.50'	18.80' (18" HDPE)		48" DIA. W/ RISERS, FRAME, AND GRATE



SHADIS FAMILY TRUST OF 2009
 10 PLEASANT STREET
 BOOK 4769, PAGE 108
 TAX MAP 7, LOT 34-1

CONSTANCE R. REISDORF
 28 HODGDON STREET
 BOOK 2191, PAGE 141
 TAX MAP 7, LOT 34

NICOLE E. OLIVER
 54 CHURCH STREET
 BOOK 2627, PAGE 192
 TAX MAP 7, LOT 25

STEPPING STONE HOUSING, INC.
 4 BLUE HAVEN LANE
 BOOK 4742, PAGE 55
 PARCEL #1
 TAX MAP 7, LOT 41

STEPPING STONE HOUSING, INC.
 5 BLUE HAVEN LANE
 BOOK 4742, PAGE 55
 PARCEL #1
 TAX MAP 7, LOT 41-1

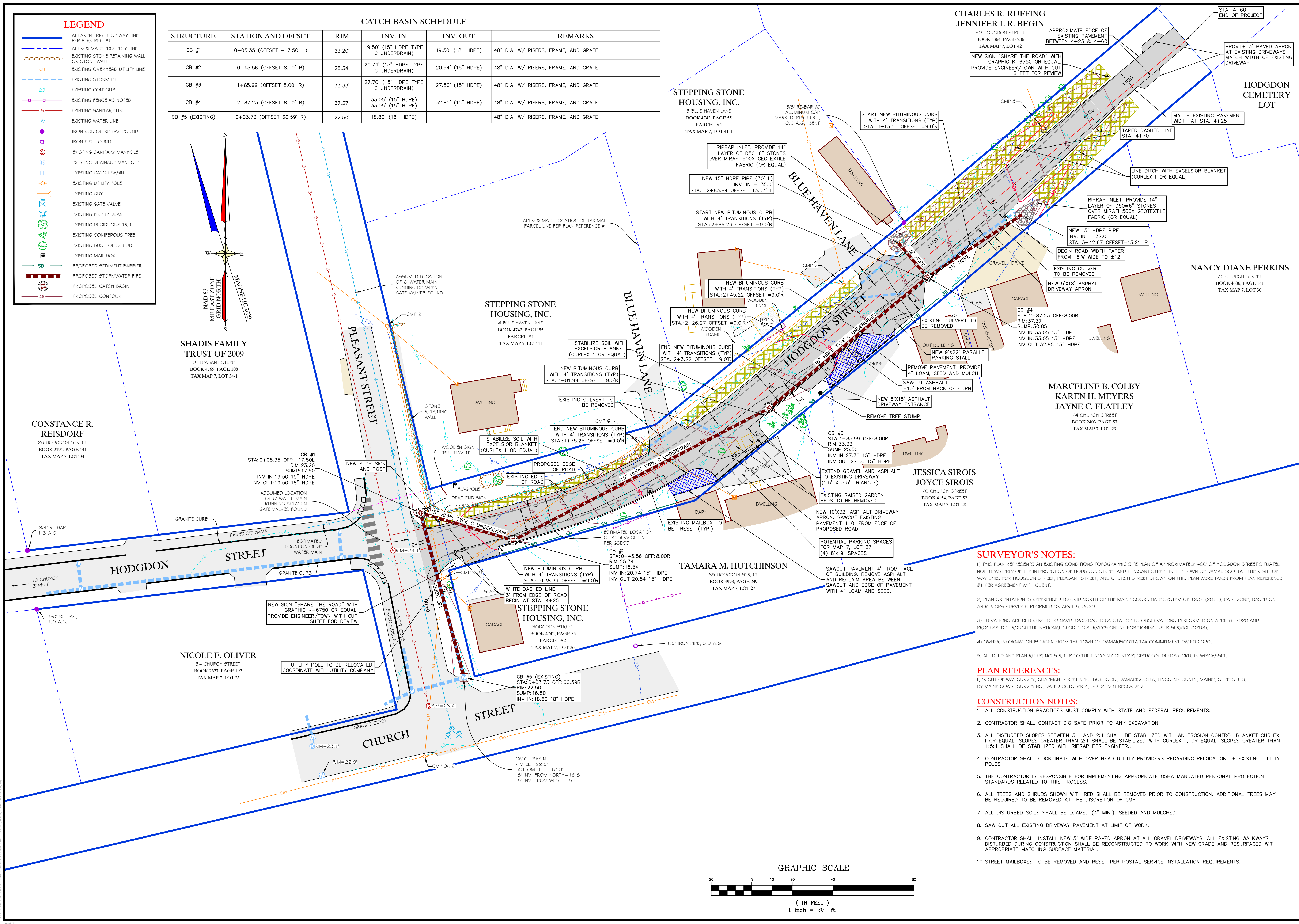
TAMARA M. HUTCHINSON
 35 HODGDON STREET
 BOOK 4998, PAGE 249
 TAX MAP 7, LOT 27

CHARLES R. RUFFING
JENNIFER L.R. BEGIN

NANCY DIANE PERKINS
 76 CHURCH STREET
 BOOK 4606, PAGE 141
 TAX MAP 7, LOT 30

MARCELINE B. COLBY
KAREN H. MEYERS
JAYNE C. FLATLEY
 74 CHURCH STREET
 BOOK 2403, PAGE 57
 TAX MAP 7, LOT 29

JESSICA SIROIS
JOYCE SIROIS
 70 CHURCH STREET
 BOOK 4154, PAGE 52
 TAX MAP 7, LOT 28



SURVEYOR'S NOTES:

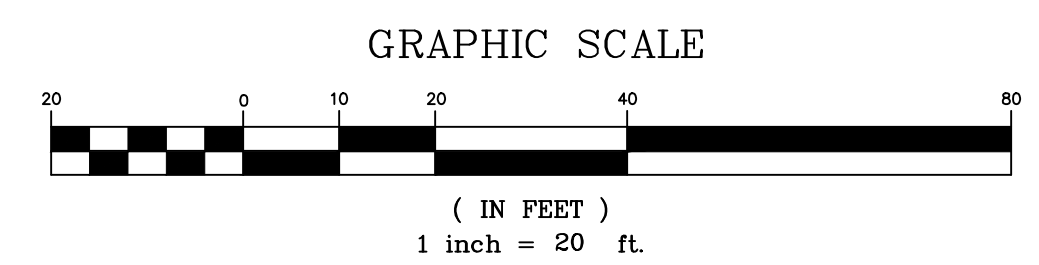
- THIS PLAN REPRESENTS AN EXISTING CONDITIONS TOPOGRAPHIC SITE PLAN OF APPROXIMATELY 400' OF HODGDON STREET SITUATED NORTHEASTERLY OF THE INTERSECTION OF HODGDON STREET AND PLEASANT STREET IN THE TOWN OF DAMARISCOTTA. THE RIGHT OF WAY LINES FOR HODGDON STREET, PLEASANT STREET, AND CHURCH STREET SHOWN ON THIS PLAN WERE TAKEN FROM PLAN REFERENCE #1 PER AGREEMENT WITH CLIENT.
- PLAN ORIENTATION IS REFERENCED TO GRID NORTH OF THE MAINE COORDINATE SYSTEM OF 1983 (2011), EAST ZONE, BASED ON AN RTK GPS SURVEY PERFORMED ON APRIL 8, 2020.
- ELEVATIONS ARE REFERENCED TO NAVD 1988 BASED ON STATIC GPS OBSERVATIONS PERFORMED ON APRIL 8, 2020 AND PROCESSED THROUGH THE NATIONAL GEODETIC SURVEYS ONLINE POSITIONING USER SERVICE (OPUS).
- OWNER INFORMATION IS TAKEN FROM THE TOWN OF DAMARISCOTTA TAX COMMITMENT DATED 2020.
- ALL DEED AND PLAN REFERENCES REFER TO THE LINCOLN COUNTY REGISTRY OF DEEDS (LCRD) IN WISCONSSET.

PLAN REFERENCES:

- RIGHT OF WAY SURVEY, CHAPMAN STREET NEIGHBORHOOD, DAMARISCOTTA, LINCOLN COUNTY, MAINE, SHEETS 1-3, BY MAINE COAST SURVEYING, DATED OCTOBER 4, 2012, NOT RECORDED.

CONSTRUCTION NOTES:

- ALL CONSTRUCTION PRACTICES MUST COMPLY WITH STATE AND FEDERAL REQUIREMENTS.
- CONTRACTOR SHALL CONTACT DIG SAFE PRIOR TO ANY EXCAVATION.
- ALL DISTURBED SLOPES BETWEEN 3:1 AND 2:1 SHALL BE STABILIZED WITH AN EROSION CONTROL BLANKET CURLEX I OR EQUAL. SLOPES GREATER THAN 2:1 SHALL BE STABILIZED WITH CURLEX II, OR EQUAL. SLOPES GREATER THAN 1:5:1 SHALL BE STABILIZED WITH RIPRAP PER ENGINEER.
- CONTRACTOR SHALL COORDINATE WITH OVER HEAD UTILITY PROVIDERS REGARDING RELOCATION OF EXISTING UTILITY POLES.
- THE CONTRACTOR IS RESPONSIBLE FOR IMPLEMENTING APPROPRIATE OSHA MANDATED PERSONAL PROTECTION STANDARDS RELATED TO THIS PROCESS.
- ALL TREES AND SHRUBS SHOWN WITH RED SHALL BE REMOVED PRIOR TO CONSTRUCTION. ADDITIONAL TREES MAY BE REQUIRED TO BE REMOVED AT THE DISCRETION OF CMP.
- ALL DISTURBED SOILS SHALL BE LOAMED (4" MIN.), SEEDED AND MULCHED.
- SAW CUT ALL EXISTING DRIVEWAY PAVEMENT AT LIMIT OF WORK.
- CONTRACTOR SHALL INSTALL NEW 5' WIDE PAVED APRON AT ALL GRAVEL DRIVEWAYS. ALL EXISTING WALKWAYS DISTURBED DURING CONSTRUCTION SHALL BE RECONSTRUCTED TO WORK WITH NEW GRADE AND RESURFACED WITH APPROPRIATE MATCHING SURFACE MATERIAL.
- STREET MAILBOXES TO BE REMOVED AND RESET PER POSTAL SERVICE INSTALLATION REQUIREMENTS.



ROADWAY PLAN (CONSTRUCTION SET)

TOWN OF DAMARISCOTTA
 HODGDON STREET

DAMARISCOTTA COUNTY
 LINCOLN STATE, MAINE

LOCATION: HODGDON STREET
 TOWN: DAMARISCOTTA COUNTY, LINCOLN STATE, MAINE

DATE: MARCH 3, 2023
 DRAWN BY: JAM
 CHECKED BY: ADH

SCALE: 1" = 20'
 DATE: MARCH 3, 2023

Gartley & Dorsky
 ENGINEERING SURVEYING
 59 Union Street, Unit 1, P.O. Box 1031 Camden, ME 04843-1031
 Ph (207) 236-4365 Fax (207) 236-3055 Toll Free 1-888-282-4365
 105 Main Street, Suite 210 P.O. Box 1072 Damariscotta, Maine 04543
 Ph (207) 790-5405

ADVANCE COPY

PROJ. NO. 2019-016
C1

**TOWN OF DAMARISCOTTA
MILES STREET RECONSTRUCTION
AGREEMENT**

BETWEEN OWNER AND CONTRACTOR
FOR CONSTRUCTION CONTRACT (STIPULATED PRICE)

THIS AGREEMENT is by and between _____ Town of Damariscotta _____ (“Owner”) and
_____ Hagar Enterprises, Inc _____ (“Contractor”).

Owner and Contractor hereby agree as follows:

ARTICLE 1 – WORK

- 1.01 Contractor shall complete all Work as specified or indicated in the Contract Documents. The Work is generally described as follows:

ARTICLE 2 – THE PROJECT

- 2.01 The Project, of which the Work under the Contract Documents is a part, is generally described as follows: The Town of Damariscotta – Miles Street Reconstruction

ARTICLE 3 – ENGINEER

- 3.01 The Project has been designed by Gartley & Dorsky Engineering & Surveying, Inc.

ARTICLE 4 – CONTRACT TIMES

4.01 *Time of the Essence*

- A. All time limits for Milestones, if any, Substantial Completion, and completion and readiness for final payment as stated in the Contract Documents are of the essence of the Contract.

4.02 *Contract Times: Dates*

- A. The Work will be substantially completed on or before twelve (12) weeks after commencement, and completed and ready for final payment in accordance with Paragraph 15.06 of the General Conditions.

4.03 *Liquidated Damages*

- A. Contractor and Owner recognize that time is of the essence as stated in Paragraph 4.01 above and that Owner will suffer financial and other losses if the Work is not completed and Milestones not achieved within the times specified in Paragraph 4.02 above, plus any extensions thereof allowed in accordance with the Contract. The parties also recognize the delays, expense, and difficulties involved in proving in legal or arbitration proceedings the actual loss suffered by Owner if the Work is not completed on time. Accordingly, instead of requiring any such proof, Owner and Contractor agree that as liquidated damages for delay (but not as a penalty):

1. Substantial Completion: Contractor shall pay Owner \$200.00 for each day that expires after the time (as duly adjusted pursuant to the Contract) specified in Paragraph 4.02.A above for Substantial Completion until the Work is substantially complete.

4.04 *Special Damages*

- A. In addition to the amount provided for liquidated damages, Contractor shall reimburse Owner (1) for any fines or penalties imposed on Owner as a direct result of the Contractor's failure to attain Substantial Completion according to the Contract Times, and (2) for the actual costs reasonably incurred by Owner for engineering, construction observation, inspection, and administrative services needed after the time specified in Paragraph 4.02 for Substantial Completion (as duly adjusted pursuant to the Contract), until the Work is substantially complete.
- B. After Contractor achieves Substantial Completion, if Contractor shall neglect, refuse, or fail to complete the remaining Work within the Contract Times, Contractor shall reimburse Owner for the actual costs reasonably incurred by Owner for engineering, construction observation, inspection, and administrative services needed after the time specified in Paragraph 4.02 for Work to be completed and ready for final payment (as duly adjusted pursuant to the Contract), until the Work is completed and ready for final payment.

ARTICLE 5 – CONTRACT PRICE

- 5.01 Owner shall pay Contractor for completion of the Work in accordance with the Contract Documents the amounts that follow, subject to adjustment under the Contract:

- A. For all Work associated with the Base Bid: \$ 517,930.00 .
- B. For all Work associated with the Replacement Water System: \$ 141,675.75 .
- C. For all Work other than Unit Price Work, a lump sum total of: \$ 659,605.75 .
- D. The final payment to be made by the Town to the Contractor remains subject to change due to ongoing coordination with the Great Salt Bay Sanitary District.
- E. Accepted unit bid alternate prices:

All specific cash allowances are included in the above price in accordance with Paragraph 13.02 of the General Conditions.

ARTICLE 6 – PAYMENT PROCEDURES

6.01 *Submittal and Processing of Payments*

- A. Contractor shall submit Applications for Payment in accordance with Article 15 of the General Conditions. Applications for Payment will be processed by Owner as provided in the General Conditions.

6.02 *Progress Payments; Retainage*

- A. Owner shall make progress payments on account of the Contract Price on the basis of Contractor's Applications for Payment on or about the 15th day of each month during performance of the Work as provided in Paragraph 6.02.A.1 below, provided that such Applications for Payment have been submitted in a timely manner and otherwise meet the requirements of the Contract. All such payments will be measured by the Schedule of Values

established as provided in the General Conditions (and in the case of Unit Price Work based on the number of units completed) or, in the event there is no Schedule of Values, as provided elsewhere in the Contract.

1. Prior to Substantial Completion, progress payments will be made in an amount equal to the percentage indicated below but, in each case, less the aggregate of payments previously made and less such amounts as Owner may withhold, including but not limited to liquidated damages, in accordance with the Contract
 - a. 90 percent of Work completed (with the balance being retainage). If the Work has been 50 percent completed as determined by Engineer, and if the character and progress of the Work have been satisfactory to Owner and Engineer, then as long as the character and progress of the Work remain satisfactory to Owner and Engineer, there will be no additional retainage; and
 - b. 90 percent of cost of materials and equipment not incorporated in the Work (with the balance being retainage).
- B. Upon Substantial Completion, Owner shall pay an amount sufficient to increase total payments to Contractor to 100 percent of the Work completed, less such amounts set off by Owner pursuant to Paragraph 15.01.E of the General Conditions, and less 150 percent of Engineer's estimate of the value of Work to be completed or corrected as shown on the punch list of items to be completed or corrected prior to final payment.

6.03 *Final Payment*

- A. Upon final completion and acceptance of the Work in accordance with Paragraph 15.06 of the General Conditions, Owner shall pay the remainder of the Contract Price as recommended by Engineer as provided in said Paragraph 15.06.

ARTICLE 7 – INTEREST

- 7.01 All amounts not paid when due shall bear interest at the rate of 12 percent per annum.

ARTICLE 8 – CONTRACTOR'S REPRESENTATIONS

- 8.01 In order to induce Owner to enter into this Contract, Contractor makes the following representations:
 - A. Contractor has examined and carefully studied the Contract Documents, and any data and reference items identified in the Contract Documents.
 - B. Contractor has visited the Site, conducted a thorough, alert visual examination of the Site and adjacent areas, and become familiar with and is satisfied as to the general, local, and Site conditions that may affect cost, progress, and performance of the Work.
 - C. Contractor is familiar with and is satisfied as to all Laws and Regulations that may affect cost, progress, and performance of the Work.
 - D. Contractor has carefully studied the Site and all drawings of physical conditions relating to existing surface or subsurface structures.
 - E. Contractor has considered the information known to Contractor itself; information commonly known to contractors doing business in the locality of the Site; information and

observations obtained from visits to the Site; the Contract Documents; and the Site-related reports and drawings identified in the Contract Documents, with respect to the effect of such information, observations, and documents on (1) the cost, progress, and performance of the Work; (2) the means, methods, techniques, sequences, and procedures of construction to be employed by Contractor; and (3) Contractor's safety precautions and programs.

- F. Based on the information and observations referred to in the preceding paragraph, Contractor agrees that no further examinations, investigations, explorations, tests, studies, or data are necessary for the performance of the Work at the Contract Price, within the Contract Times, and in accordance with the other terms and conditions of the Contract.
- G. Contractor is aware of the general nature of work to be performed by Owner and others at the Site that relates to the Work as indicated in the Contract Documents.
- H. Contractor has given Engineer written notice of all conflicts, errors, ambiguities, or discrepancies that Contractor has discovered in the Contract Documents, and the written resolution thereof by Engineer is acceptable to Contractor.
- I. The Contract Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performance and furnishing of the Work.
- J. Contractor's entry into this Contract constitutes an incontrovertible representation by Contractor that without exception all prices in the Agreement are premised upon performing and furnishing the Work required by the Contract Documents.

ARTICLE 9 – CONTRACT DOCUMENTS

9.01 *Contents*

- A. The Contract Documents consist of the following:
 - 1. Project Manual
 - 2. This Agreement
 - 3. Performance Bond
 - 4. Payment Bond
 - 5. Other bonds
 - a. None Noted
 - 6. General Conditions
 - 7. Supplementary Conditions
 - 8. Contract Documents & Specifications
 - 9. Drawings and items listed on the attached Drawings & Additional Item Index
 - 10. Addenda
 - 11. The following which may be delivered or issued on or after the Effective Date of the Contract and are not attached hereto:
 - a. Notice to Proceed
 - b. Work Change Directives

- c. Change Orders
- d. Field Orders
- B. The documents listed in Paragraph 9.01.A are attached to this Agreement (except as expressly noted otherwise above).
- C. There are no Contract Documents other than those listed above in this Article 9.
- D. The Contract Documents may only be amended, modified, or supplemented as provided in the General Conditions.

ARTICLE 10 – MISCELLANEOUS

10.01 *Terms*

- A. Terms used in this Agreement will have the meanings stated in the General Conditions and the Supplementary Conditions.

10.02 *Assignment of Contract*

- A. Unless expressly agreed to elsewhere in the Contract, no assignment by a party hereto of any rights under or interests in the Contract will be binding on another party hereto without the written consent of the party sought to be bound; and, specifically but without limitation, money that may become due and money that is due may not be assigned without such consent (except to the extent that the effect of this restriction may be limited by law), and unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under the Contract Documents.

10.03 *Successors and Assigns*

- A. Owner and Contractor each binds itself, its successors, assigns, and legal representatives to the other party hereto, its successors, assigns, and legal representatives in respect to all covenants, agreements, and obligations contained in the Contract Documents.

10.04 *Severability*

- A. Any provision or part of the Contract Documents held to be void or unenforceable under any Law or Regulation shall be deemed stricken, and all remaining provisions shall continue to be valid and binding upon Owner and Contractor, who agree that the Contract Documents shall be reformed to replace such stricken provision or part thereof with a valid and enforceable provision that comes as close as possible to expressing the intention of the stricken provision.

10.05 *Contractor's Certifications*

- A. Contractor certifies that it has not engaged in corrupt, fraudulent, collusive, or coercive practices in competing for or in executing the Contract. For the purposes of this Paragraph 10.05:
 - 1. "corrupt practice" means the offering, giving, receiving, or soliciting of anything of value likely to influence the action of a public official in the bidding process or in the Contract execution;

- 2. "fraudulent practice" means an intentional misrepresentation of facts made (a) to influence the bidding process or the execution of the Contract to the detriment of Owner, (b) to establish bid or Contract prices at artificial non-competitive levels, or (c) to deprive Owner of the benefits of free and open competition;
- 3. "collusive practice" means a scheme or arrangement between two or more Bidders, with or without the knowledge of Owner, a purpose of which is to establish bid prices at artificial, non-competitive levels; and
- 4. "coercive practice" means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in the bidding process or affect the execution of the Contract.

IN WITNESS WHEREOF, Owner and Contractor have signed this Agreement.

This Agreement will be effective on _____ (which is the Effective Date of the Contract).

OWNER:

CONTRACTOR:

Town of Damariscotta

Hagar Enterprises, Inc

By: _____

By: _____

Title: _____

Title: _____

(If Contractor is a corporation, a partnership, or a joint venture, attach evidence of authority to sign.)

Attest: _____

Attest: _____

Title: _____

Title: _____

Address for giving notices:

Address for giving notices:

**TOWN OF DAMARISCOTTA
MILES STREET RECONSTRUCTION
BASE BID – PHASE 1 CHANGES (C2 – REV. 2)
AMENDED 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.

Amended Base Bid: Includes but is not limited to replacing existing concrete retaining walls with riprap armored side slopes, tree removal, the installation of a new water main, installing a 5' wide sidewalk with granite curbing, paving the full length of Miles Street, as well as all other project specifics indicated in the DRAWINGS and CONTRACT DOCUMENTS.

Summary of Proposed Changes to Original Bid-

Deductions

- 42" x 114' HDPE Pipe –To be replaced with 48" culvert.
- Inserta Tee/Connection Fitting – Eliminated in leu of straight pipe.
- 8" HDPE Water Main – 70 LF – To Be Replaced with a 12" main section.

Additions

- 48" x 114' N-12 HDPE Pipe – Increased pipe size.
- 8"x8"x12" Tee – Schooner Street water main intersection.
- Schooner Drive Shutoff Valves 2 - 8" & 1 - 12" Shutoff Valve
- Miles Hospital Shutoff Valve 8" – Provide shutoff valve end of new main work.
- 12" HDPE Water Main – 78 LF – Increase water main size from 8" o 12".
- 15" HDPE Pipe – 20 LF

Total Base Bid w/ Granite Curb Bid Amount:	\$ <u>511,120.00</u>
Deduction - 42" x 114' Culvert	\$ <u>(-22,230.00)</u>
Deduction - Inserta Tee	\$ <u>(-2,000.00)</u>
Addition - 15" HDPE Culvert	\$ <u>1,400.00</u>
Addition - 48" x 114' HDPE Culvert	\$ <u>29,640.00</u>
Amended Base Bid Total:	\$ <u>517,930.00</u>
Total Replacement Water System Bid Amount:	\$ <u>86,600.00 (82,600.00)</u>
Deduction – 8" x 78' Water Main	\$ <u>(-9,800.00) (-10,920.00)</u>
Addition – 12"x78' Water Main (78' not 70")	\$ <u>23,400.00</u>
Addition – 8"x8"x12" Tee at Schooner Street	\$ <u>3,500.00</u>
Addition – Schooner Street Shutoff Valves – 2 @ 8" and 1 @12"	\$ <u>18,641.00</u>
Addition – Miles Hospital Shutoff Valve – 1 @ 8"	\$ <u>5,711.50</u>
Addition – Fire Line Shutoff Valve	\$ <u>15,472.25 As Needed</u>
Addition – Asphalt Repair for Water Line	\$ <u>3,250.00 As Needed</u>
Amended Water System Bid Total:	\$ <u>141,675.75</u>

**TOWN OF DAMARISCOTTA
MILES STREET RECONSTRUCTION
AMENDED BID FORM - CONTINUED**

Anticipated Completion Date: June 1, 2023

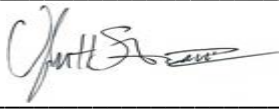
Name of Individual / Company: Hagar Enterprises, Inc.

Address: 54 Biscay Rd. Damariscotta, ME 04543

Printed Name of Person Signing Form: Vaughan Stevens

Telephone: (207)563-8588

Email: vstevens@hagarenterprises.com

Signature: 

Date: 2/14/2023

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	4' 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: SCM
Signature

WITNESS: Tina Elmond
~~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
HARCO NATIONAL INSURANCE COMPANY
INTERNATIONAL FIDELITY INSURANCE COMPANY

Bond # HAGAR189

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

**Memorandum of Understanding
Between
The Town of Damariscotta, Maine
And
MaineHealth d/b/a LincolnHealth**

THIS MEMORANDUM OF UNDERSTANDING (the “MOU”) is entered into by and between the Town of Damariscotta, Maine (hereinafter referred to as “Damariscotta”) and MaineHealth d/b/a LincolnHealth (hereinafter referred to as “LincolnHealth”).

RECITALS

WHEREAS, Damariscotta is a municipality in the State of Maine; and

WHEREAS, LincolnHealth is a registered not for profit organization in the State of Maine; and

WHEREAS, Damariscotta is responsible for the ongoing maintenance of Miles Street, since it is a designated Town Way;

WHEREAS, Miles Street serves as the main entrance for the LincolnHealth Miles campus in Damariscotta; and

WHEREAS, both the Town and LincolnHealth have a strong interest in the reconstruction Miles Street and the construction of a sidewalk that will provide pedestrian access to the soon-to-be constructed Bristol Road sidewalk; and

WHEREAS, both entities have indicated a willingness to share in the cost of these improvements,

NOW THEREFORE, in consideration of the mutual covenants, promises and commitments herein, the parties agree as follows:

PURPOSE

The purpose of this Memorandum of Understanding is to establish a general framework for cooperation and collaboration between Damariscotta and LincolnHealth. This MOU is non-binding. It will assist in defining the relationship between the two entities in order to ensure that the goals of each are accomplished in a mutually supportive way.

GUIDING PRINCIPLES

The guiding principles and assumptions for this Agreement are as follows:

- Damariscotta has received estimates from the engineering firm of Gartley and Dorsky for the engineering design and reconstruction of the Town Way known as Miles Street, as well as for the infrastructure that supports the roadway, including the riprap between the roadway and the adjacent water bodies on both sides of the road and the drainage systems. In addition, Gartley and Dorsky’s estimates include the cost of construction of a new five-foot sidewalk with an option for granite curbing.
- The projected cost for engineering, reconstruction of the roadway, construction of the sidewalk and landscaping is currently approximately \$323,800, with an additional estimated cost of \$45,000 for granite curbing on the sidewalk. (estimates are attached)

- Each of the parties has agreed to divide the costs of engineering and construction on a 50/50 basis.
- The engineering phase of the project will begin in May, 2019 and will be completed prior to December, 2019, while project construction will be phased in on a schedule that coincides with funding availability over a period not to exceed four years from the date of this MOU.
- Damariscotta will serve as the lead entity during the duration of this project and as such will oversee the work of the engineer, construction inspector and projector contractor.
- Damariscotta shall be responsible for the payment of all bills related to the project and shall invoice LincolnHealth for LincolnHealth's share of the costs.
- After construction is completed, Damariscotta agrees to provide ongoing maintenance of Miles Street and the new sidewalk including snow removal. Lincoln Health agrees to continue to maintain the landscape area adjacent to the Street and sidewalk.
- Given that the ownership of the landscape area adjacent to Street, that is, the full width of the causeway, is uncertain, LincolnHealth agrees to allow the Town to utilize the entire width and length of the causeway for this construction project.
- All construction activities shall be coordinated with LincolnHealth so as to minimize any disruption of ongoing activities on the campus.
- Any notice to either party hereunder must be in writing signed by the party giving it, and shall be deemed given when mailed postage prepaid by the U.S. Postal Service first class, certified or express mail or other overnight mail service, or hand delivered, when addressed as follows:

To Damariscotta: Matt Lutkus, Town Manager, 21 School Street, Damariscotta, ME 04543

To LincolnHealth: Brooks Betts, Senior Director of Operations, LincolnHealth, 35 Miles Street Damariscotta, ME 04543

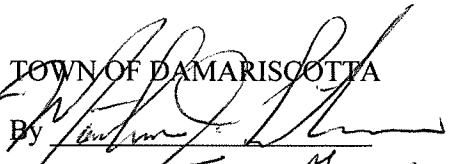
AMENDMENT AND TERMINATION

- This Understanding may be amended only in writing signed by an authorized representative of both Parties.
- This Understanding shall terminate immediately in the event that either party is unable to meet the obligations set forth in the Guiding Principles set forth above

SIGNATURES


IN WITNESS WHEREOF, the Town of Damariscotta and LincolnHealth have executed this Memorandum of Understanding on this 2nd day of May, 2019.

TOWN OF DAMARISCOTTA

By 
(Signature) Town Manager

Matthew J. Lutkus on
(Printed Name) behalf of
Board of Selectmen

Lincoln Health

By 
(Signature)

Wayne R. Printy
(Printed Name)

DocuSigned by:

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**Memorandum of Understanding
Between
The Town of Damariscotta, Maine
And
LincolnHealth**

THIS MEMORANDUM OF UNDERSTANDING (the “MOU”) is entered into by and between the Town of Damariscotta, Maine (hereinafter referred to as “Damariscotta”) and MaineHealth d/b/a LincolnHealth (hereinafter referred to as “LincolnHealth”).

RECITALS

WHEREAS, Damariscotta is a municipality in the State of Maine; and

WHEREAS, LincolnHealth is a registered not for profit organization in the State of Maine; and

WHEREAS, Damariscotta is responsible for the ongoing maintenance of Miles Street, since it is a designated Town Way;

WHEREAS, Miles Street serves as the main entrance for the LincolnHealth Miles campus in Damariscotta; and

WHEREAS, both the Town and LincolnHealth have a strong interest in the reconstruction Miles Street and the construction of a sidewalk that will provide pedestrian access to the soon-to-be constructed Bristol Road sidewalk; and

WHEREAS, both entities have indicated a willingness to share in the cost of these improvements,

WHEREAS, both entities agreed to an MOU, dated May 2, 2019, for the purpose of reconstructing Miles Street, constructing a sidewalk, and replacing the water system.

NOW THEREFORE, in consideration of the mutual covenants, promises and commitments herein, the parties agree to the following amendments:

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PURPOSE

The purpose of this Memorandum of Understanding is to establish a general framework for cooperation and collaboration between Damariscotta and LincolnHealth. This MOU is non-binding. It will assist in defining the relationship between the two entities in order to ensure that the goals of each are accomplished in a mutually supportive way.

GUIDING PRINCIPLES

The guiding principles and assumptions for this Agreement are as follows:

- Damariscotta has received estimates from the engineering firm of Gartley and Dorsky for the reconstruction of the Town Way known as Miles Street, as well as, for the replacement of LincolnHealth’s water system.

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- The Phase I (Schooner St to campus) projected cost for reconstruction of the roadway, construction of the sidewalk, replacement of the water lines, and landscaping is currently \$659,605.75.
- Project construction will be completed on a schedule that coincides with funding availability over a period not to exceed one year from the date of this MOU.
- LincolnHealth agrees to contribute a sum of \$240,000 towards the Damariscotta road/sidewalk project scope along with any private funds that are or will be pledged to the project, estimated to be \$95,000 at the time of this agreement.
- LincolnHealth agrees to contribute 100% of the cost of the replacement water system, currently estimated at \$141,675.75 for Phase I including, but not limited to, design, permitting, construction, and inspection.
- Phase II (Schooner St to Bristol Rd) will be completed at a future date on a schedule that coincides with funding availability over a period not to exceed four years from the date of this MOU.
- Damariscotta will serve as the lead entity during the duration of this project and as such will oversee the work of the engineer, construction inspector and projector contractor.
- Damariscotta shall be responsible for the payment of all bills related to the project and shall invoice LincolnHealth for LincolnHealth's share of the costs.
- After construction is completed, Damariscotta agrees to provide ongoing maintenance of Miles Street and the new sidewalk including snow removal. Lincoln Health agrees to continue to maintain the landscape area adjacent to the Street and sidewalk.
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- Any notice to either party hereunder must be in writing signed by the party giving it, and shall be deemed given when mailed postage prepaid by the U.S. Postal Service first class, certified or express mail or other overnight mail service, or hand delivered, when addressed as follows:

To Damariscotta: Andrew Dorr, Town Manager, 21 School Street, Damariscotta, ME 04543

To LincolnHealth: Brooks Betts, Senior Director of Operations, LincolnHealth, 35 Miles Street Damariscotta, ME 04543

AMENDMENT AND TERMINATION

- This Understanding may be amended or terminated only in writing signed by an authorized representative of both Parties.

SIGNATURES

IN WITNESS WHEREOF, the Town of Damariscotta and LincolnHealth have executed this Memorandum of Understanding on this ____ day of _____, 2023.

TOWN OF DAMARISCOTTA

By _____

(Signature)

Lincoln Health

By _____

(Signature)

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Deleted: 2019

(Printed Name)

(Printed Name)

DRAFT

