

Select Board Meeting  
September 9, 2020  
6:00 P.M.  
Cumston Hall

AGENDA

1. Call to Order and Roll Call
2. School Superintendent Tonya Arnold
3. Approval of Minutes for 8-26-20 Meeting
4. Department Reports
5. Select Board Reports
6. Public Comment
7. TIF Revenue Distribution
8. Request to Waive Taxes – Postponed on 8-26-20
9. Setting the Time for Opening the Polls and Designating the Location
10. Appointment of Fire Chief Daniel Roy and Assistant Fire Chief Jason Mills
11. Appointment of Police Officers and Constables
12. Request to Close Part of Route 132 for AppleFest on September 26<sup>th</sup>
13. Authorizing Michaud Engineering to Perform Cost Analysis for Middle School Reuse Option
14. Authorizing Town Manager to Sign Agreement with Wright-Pierce for Engineering Services for the Wilson Pond Road Culvert Project
15. Award of Bid for Academy Road Paving
16. Enrollment in the Maine Municipal Association's Workers Compensation Fund Safety Incentive Program
17. Warrant #6
18. Adjourn

# DRAFT

## TOWN OF MONMOUTH BOARD OF SELECTMEN Meeting Minutes – August 26, 2020

**PRESENT:** Doug Ludewig – Chair, Timothy McDonald – Vice Chair, and Harold Jones, Kristin Sanborn, and Mike Minkowsky - Board Members.

**ALSO PRESENT:** Linda Cohen - Town Manager, David Shaw – CEO, Kevin Mulherin – Police Chief, and Doreen Christ – Recording Secretary.

**1. Call to Order and Pledge of Allegiance.** This meeting was held at The Theater at Cumston Hall and was called to order at 6:00 pm by Doug Ludewig – Chair, along with the Pledge of Allegiance.

**2. Approval of Minutes for 08-12-2020 Meeting.** The following motion was made.

**MOTION:** *by Harold Jones, seconded by Mike Minkowsky to approve the Board of Selectmen meeting minutes for August 12, 2020, as written.*

**VOTED:** *5-0 (Passed).*

**3. Department Reports.** Mr. Shaw said that he is issuing a lot of shed permits. He said the Camp Kippewa project is not happening and the Annabessacook boat launch has not started yet.

Chief Mulherin referenced his July 2020 Monthly Report, included in Board Member packets, with 167 calls for service. Officers conducted 88 motor vehicle stops resulting in five criminal summonses or arrests. The summonses or arrests were for the following: one OAS, two violation of bails, a drug possession, and one OUI. He explained that the volume of 911 hang up calls results mostly from I-phones.

Ms. Cohen said that MMA did a drone survey of Cumston Hall and reported that it looks very good. She reported that she and Laurie Walker did a room-by-room inventory of both the Monmouth Middle School and the Cottrell Elementary School buildings. She reported Maple Street catch basins only need to be raised up. Both Packard/Gilman Roads are nearing completion. The MDOT paving on Route 132 and Maple Street should start on September 9, 2020. She is hoping to not have a Board of Selectmen meeting the week of the November election. Mr. Jones commented that, if necessary, a Special Meeting could be scheduled for the following week. The deadline for the proposals for the Cottrell Elementary School is September 14, 2020.

**4. Select Board Reports.** Mr. Ludewig said he is concerned with the appearance of the middle school building and would like to have the hanging board repaired and the tree growing through the porch removed. Mr. McDonald suggested waiting on spending any of the money. Again, Mr. Ludewig said he would like to see the tree cut and to repair the hanging board. Mr. Minkowsky suggested that the Highway Dept. (Public Works) could repair the board and remove the tree. Mr. McDonald then advised that the Public Works beware of the porch, since they could fall through, and Mr. Jones advised that staff should do a risk assessment.

**5. Public Comment.** Sandra Schiller expressed concern with political signs being removed. She expressed her disappointment in the community. Emily Dufour also said that the “*Black Lives Matter*” sign and political signs are being removed. Mr. Jones responded that this is illegal. He also said the Police Department can follow up, if given evidence. Sarah Simpson, a French Teacher at Monmouth Schools and a resident, asked in regards to Governor Mills funds, if this could possibly go to reuse of the schools. Working parents do not want virtually schooled students left alone at home. This item is placed as a Workshop item later on in this meeting and will be discussed at that time.

**6. Request to Waive Taxes.** Ms. Cohen said this is a request from Charlie Brown for this Board to waive taxes on Map 2, Lots 3-2, 3-3, and 3-4. These are multiple lots that she is trying to combine, but cannot get financing because the Town has liens on the property. The taxes, interest, and fees total \$6,572.53, as of August 4, 2020; however, interest is added each day. A property abatement of taxes, based on assessment, was done in May 2020 by this Board. This is the Don William’s place. At this point in the discussion, Dr. Brown gave an overview. She stated that two pieces were pulled out and taxed separately. She said these should not have been pulled out. She said this was being taxed separately and was not going to the right people. She then read a response letter written by Bart Kelsea, Androscoggin Title Company, which states

that his recollection of the tax issue was that the Town was contacted at least twice and possibly three times to make sure that all back taxes were paid on all of the property purchased as the Town had broken out a couple of lots from the larger lot. He further states that the Town would not take any more money as they claimed the amount asked for absolutely took care of everything. He said they did not believe that to be true, but they could not get anyone at the Town to give a different dollar amount. He said this was spoken about at the closing and that it was left that Dr. Brown was planning to go to the Town to get this issue rectified with respect to the two lots that the Town had broken out. At this point in this discussion Dr. Brown said there was one large and two smaller lots. Mr. Minkowsky asked Dr. Brown if she had a fall back on the title company? Dr. Brown responded that there are a lot of mistakes done on these properties. She said this is a hardship and it has been a year. By year-end she needs this cleared up. Mr. Minkowsky asked for more time to gather more information. Mr. Jones said he would like to see a legal opinion. He then said a summary is needed from Donna Hays, Assessor's Agent, of what she recalls. The following motion was made.

**MOTION:** *by Mike Minkowsky, seconded by Harold Jones to postpone this item to the next regularly scheduled Board of Selectmen meeting which is September 9, 2020.*

**VOTED:** *5-0 (Passed).*

**7. Appointment to Board of Appeals.** Ms. Cohen said that if Paul Greenier, currently an AlterMr. Board Member is appointed as a regular full Board Member, his term would expire July 31, 2023. The following motion was made.

**MOTION:** *by Harold Jones, seconded by Kristin Sanborn to appoint Paul Greenier as a regular, full Board Member to the Board of Appeals.*

**VOTED:** *5-0 (Passed).*

**8. Representatives to KVCOG General Assembly.** Included in Board Members packets was the request from the Kennebec Valley Council of Governments (KVCOG) for the Town of Monmouth to appoint two (2) representatives to the General Assembly from July 2020 through June 2021 and that at least one representative must be from the Board of Selectmen. The following motion was made.

**MOTION:** *by Kristin Sanborn, seconded by Timothy McDonald to appoint both Mike Minkowsky and Harold Jones to the KVCOG General Assembly from July 2020 through June 2021.*

**VOTED:** *5-0 (Passed).*

**9. Approving the Details of the Bond for the Wilson Pond Road Culvert Project.** This item was placed on the agenda for approving the details of the bond and to authorize the Treasurer and Chair to sign the documents for the Wilson Pond Road Culvert Project. Ms. Cohen said that this project needs to start ASAP. The voters had approved borrowing \$345,000 for replacing the culvert and related work at Wilson Pond Road at the July 14, 2020 Annual Town Meeting. She said the interest rate could be less than 2.85% once the paperwork is drawn up. A motion is necessary authorizing the Treasurer and Chair to sign the documents.

**MOTION:** *by Kristin Sanborn, seconded by Timothy McDonald to authorize the Treasurer and Chair to sign the bond for the Wilson Pond Road Culvert Project.*

**VOTED:** *5-0 (Passed).*

**10. Setting Tax Rate for FY21.** Ms. Cohen presented this item. Included in Board Member packets was the Tax Rate Calculator form from Donna Hays, Assessor's Agent. Based on her calculations, the MIL rate will go up \$0.50 to \$18.15. The overlay for this year is set at less than one percent or \$67,246.26. Whatever is not used by the end of the year will lapse into the general fund to help offset next year's taxes. Overlay is basically an insurance protection (cushion). The following motion was made.

**MOTION:** *by Timothy McDonald, seconded by Harold Jones to approve the Tax Rate for FY21 at \$18.15.*

**VOTED:** *5-0 (Passed).*

**11. Warrant #5 - Payroll and Payables.** Ms. Cohen read a list of items over \$1,000. The following motion was made.

**MOTION:** *by Harold Jones, seconded by Kristin Sanborn, to pay Warrant #5 – Payroll \$47,743.65 and Payables - \$723,639.48.*

**VOTED:** *5-0 (Passed).*

**12. Workshop.**

*The second Workshop item was discussed first.*

### **Discussion about request to use space for virtually schooled students and timing of disposal of contents.**

Ms. Cohen stated that the School Reuse Committee, and now the Select Board, is being asked if it is possible to use any space in the recently acquired schools to house an all-day program for students on days they are not in class, under the RSU's school year plan to have limited in person classes. Parents are concerned about leaving students home alone. It was mentioned that maybe the Town could work with the RSU#2 regarding a daycare system or a recreation project. She spoke with the new Superintendent who said they do not have money or staff and cannot give money to private groups because of school laws. However, money has been released by the Governor's office, but these funds need to be applied for and released to schools to try to help them come up with funding for programs.

She noted that Monmouth Middle School is disgusting with what looks like mold in the lower level. The Cottrell Elementary School is also not a good place to have this. The only space available is the Old Music/Transportation Office (Administrative Office). This space was mentioned, however, it was not known if the building is large enough to accommodate this. It was suggested to lease the building back to the RSU for \$1, plus utilities and insurance, if it can come up with funds for the program. School Board Member Donna Seppy stated that she had spoken to the Maine Dept. of Education with regards to modeling for a 21 Century Community Learning Grant. This would fund everything from heat, etc. The information is still not available. Based on the school and town,,Monmouth would be eligible.

Also suggested, was the Monmouth Middle School Gym. RSU#2 is willing to have a Special Meeting. This can be reviewed by the RSU#2. Staffing is an issue. Ms. Seppy stated that she works for the University System. She mentioned a Conditional Certification that college students are being pre-certified for teaching. Emily Dufour said there are a minimum of hours to overlap. The Conditional Certification options are for college students and certified teachers for tutoring. Monmouth Academy students could volunteer for after-school tutoring, but could not be paid staff unless they are at least 17 years old. Also, Monmouth Academy students cannot be volunteering during school hours, since they have their own school to attend via distance learning.

Mr. Minkowsky said he is not in favor of using the Monmouth Middle School building. He mentioned the options as being the smaller building (Administrative Office) or possibly portions of Cumstan Hall (downstairs). It was noted that any program away from Academy Road might present transportation problems for parents. Sarah Simpson also mentioned the volunteer program within the High School or Monmouth Middle School. \$25 million has been given to the whole state.

Ms. Seppy said this would mostly be for school-age children - fifth grade and under.

Mr. McDonald said that this Board will support a plan by offering space and work with the school, but the town does not have funds to support the program. He noted that remaining student desks can be loaned to parents to use at home. He then asked Ms. Cohen to advertise it. The following motion was made.

**MOTION:** *by Timothy McDonald, seconded by Harold Jones to loan desks to parents during the time students are being virtually schooled.*

**VOTED:** *5-0 (Passed).*

Mr. Jones said that the Monmouth Middle School cannot be occupied. He also said there is limited space at Cumston Hall and that the Administrative Office is available. Ms. Cohen said she will wait to hear back from the Superintendent of Schools. Another suggestion in regards to location was the Helen Melledy Hall. Kelvin Hasch said that a committee is needed to put this together within the next week. This needs to be done by the RSU#2. Ms. Seppy said that this is a collaborative endeavor between the school and another entity and has to be community-based to come up with a proposal.

### **Monmouth Economic Development Discussion – Hallowell City Manager Nate Rudy – Guest.**

Mr. Rudy began his discussion by giving his work history. He has worked in town offices for Gardiner, Waterville, and now Hallowell, Maine. He gave his approach to a logical/methodical way to look at Tax Increment Financing (TIF). He mentioned sheltering and the value of the CMP facility. He asked, "What are your visions and goals for your TIF". He gave a background of what they want to do. The TIF letter looks at the Comprehensive Plan and the Downtown Revitalization Plan. The current TIF has 13 years left. He said having a plan will help. He said to ask yourself, "What makes Monmouth stand out as a Town?" He went on to say that sidewalks are a small investment. He said partners are needed, such as the KVCOG. BuildMaine is also a good reference. He suggested going to conferences. This is a great place to find opportunities. He then mentioned GrowSmart Maine. He suggested using the Main Street Model, which is a good format. He then asked, "What makes Monmouth unique?" He suggested, regarding business parks, to first look for partners before investing in a park.

Formulizing the TIF. He suggested tracking of funds. Keep tract by category. He warned, you need to be careful. These are being watched. TIF investments should be listed in Warrants.

Have a Plan. He suggested to implement and manage a plan. Make sure you have deliverables. The Comprehensive Plan can be used as a marketing tool.

Developing, Defining, and Designing the Downtown. He suggested making investments in the downtown. Make it more desirable. He suggested Arts (creativity) and Trades.

Revolving Loan Funds. Again, he stressed to be thoughtful of how it is managed. Every dollar spent outside of the plan, there can be an unintended consequence.

He suggested, again, before investing money in a business park, have a tenant lined up.

He then asked, "What makes Monmouth a place for people to invest?"

Website. Mr. Minkowsky stated that first, the Town's Website is not very user-friendly. Someone needs to get this item up and running. After 6-12 months, it was suggested to turn this over to the Town Manager to administer. Mr. McDonald said "MonmouthNow" is another Website. Mr. McDonald said that someone needs to maintain the Website. Ms. Sanborn stated that both the Towns of Yarmouth and Scarborough have great Websites. It was mentioned that there is a line in the TIF for Web Management. There are platforms to go by and he suggested working on these. Mr. Rudy said this really needs time and organization. He suggested working with a consultant on marketing. His recommended strategy was for a RFP to consolidate and update the Website. Mr. McDonald said to make it part of the budget. Also suggested, was to use the Town's Comprehensive Plan. Links are needed for events happening. He suggested working with platforms. People need to be able to find the information, i.e. available rental space, as mentioned by Mr. McDonald. Mr. Rudy suggested Performance Standards and Zoning for accessory rental unit uses. Having an ADU in place. He encouraged looking at Zoning. He suggested filling unused parking lots with buildings. This creates a place where people want to see. He said you want to create an environment where a business will flourish. That is what TIF funds are for. He suggested putting strategy in place to work with a program that will help.

Emily Dufour mentioned amplifying local business. She stated that when she came to Monmouth, the Economic Development Committee was not very helpful. She asked Mr. McDonald to review the behavior of the Economic Development Committee.

Mr. Rudy encouraged leveraging small investments that will make a big difference. He suggested making sure the downtown and Main Street are full before using any farmland. He said to not promote any policy that uses GreenSpace. He suggested Monmouth maintain its rural culture. Mr. Minkowsky said he wants the town to facilitate new business and to make it a place for people to stay. Affordable medium housing was mentioned. He suggested that a consultant, the Town Manager, and the Economic Development Committee put together a plan and put anchors in place.

Nancy Smith, of GrowSmart Maine, suggested separating the Economic Development and School Reuse committees.

In closing, Mr. Rudy said for TIF distribution and that Monmouth's location is a plus because of its proximity to Portland.

**13. Adjourn.** The following motion was made to adjourn the meeting.

**MOTION:** *by Timothy McDonald, seconded by Harold Jones, to adjourn the meeting at 8:32 pm.*

**VOTED:** *5-0 (Passed).*

Respectfully submitted,

Doreen M. Christ  
Recording Secretary - Town of Monmouth

PO Box 270  
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TOWN OF MONMOUTH

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CODE ENFORCEMENT OFFICE

www.monmouthme.org  
monmouthceo@monmouthme.org

**Town of Monmouth Code Enforcement  
Memorandum**

To: Town Manager and Board of Selectman

From David Shaw

Subject: Monthly Report for July 2020

Date: August 3, 2020

There were 12 permits issued last month, which is about normal for this time of year. The value of this month's permits is substantially less than last year. I have also included a report which shows that value and fees both this year and last year for those permits.

There are no applications for the Board of Appeals and 1 pending application for the Planning Board this month. We will also be working on updates for both the Shoreland and Comprehensive Development ordinances as we can again.

I currently have put a hold on active (3) violations of land use. I will continue to work with those violators to come into compliance with State and Local ordinances.

Respectfully submitted;

David A. Shaw  
Code Enforcement Officer  
Addressing Officer

# BUILDING PERMIT MONTHLY SUMMARY

Building Type	All			8/1/2020 through 8/31/2020		
	# Permits	Value	Fees	# Permits	Value	Fees
(None)	0	\$0	\$0.00	0	\$0	\$0.00
House	2	\$288,750	\$1,495.00	2	\$288,750	\$1,495.00
Garage	1	\$35,000	\$200.00	1	\$35,000	\$200.00
Shed	2	\$12,000	\$100.00	2	\$12,000	\$100.00
Barn	1	\$1,500	\$35.00	1	\$1,500	\$35.00
Other Accessory Structure	1	\$3,350	\$60.00	1	\$3,350	\$60.00
Sign	0	\$0	\$0.00	0	\$0	\$0.00
Commercial Building	0	\$0	\$0.00	0	\$0	\$0.00
Commercial Addition	0	\$0	\$0.00	0	\$0	\$0.00
Other	2	\$31,500	\$200.00	2	\$31,500	\$200.00
Converted	0	\$0	\$0.00	0	\$0	\$0.00
addition	1	\$1,500	\$25.00	1	\$1,500	\$25.00
Mobile Home	0	\$0	\$0.00	0	\$0	\$0.00
Deck	1	\$1,000	\$30.00	1	\$1,000	\$30.00
Pool	0	\$0	\$0.00	0	\$0	\$0.00
Fence	0	\$0	\$0.00	0	\$0	\$0.00
Interior Renovation	0	\$0	\$0.00	0	\$0	\$0.00
House and Barn	0	\$0	\$0.00	0	\$0	\$0.00
House and Shed	0	\$0	\$0.00	0	\$0	\$0.00
House and Garage	1	\$1,500	\$25.00	1	\$1,500	\$25.00
House and Other Accessory structure	0	\$0	\$0.00	0	\$0	\$0.00
Addition/Pool	0	\$0	\$0.00	0	\$0	\$0.00
<b>Totals:</b>	<b>12</b>	<b>\$376,100</b>	<b>\$2,170.00</b>	<b>12</b>	<b>\$376,100</b>	<b>\$2,170.00</b>

# BUILDING PERMIT MONTHLY SUMMARY

Building Type	All			8/1/2019 through 8/31/2019		
	# Permits	Value	Fees	# Permits	Value	Fees
(None)	0	\$0	\$0.00	0	\$0	\$0.00
House	2	\$985,000	\$975.00	2	\$985,000	\$975.00
Garage	4	\$81,600	\$330.00	4	\$81,600	\$330.00
Shed	2	\$13,300	\$120.00	2	\$13,300	\$120.00
Barn	0	\$0	\$0.00	0	\$0	\$0.00
Other Accessory Structure	1	\$9,000	\$70.00	1	\$9,000	\$70.00
Sign	0	\$0	\$0.00	0	\$0	\$0.00
Commercial Building	0	\$0	\$0.00	0	\$0	\$0.00
Commercial Addition	0	\$0	\$0.00	0	\$0	\$0.00
Other	4	\$201,223	\$1,045.00	4	\$201,223	\$1,045.00
Converted	0	\$0	\$0.00	0	\$0	\$0.00
addition	3	\$243,500	\$1,390.00	3	\$243,500	\$1,390.00
Mobile Home	2	\$17,000	\$135.00	2	\$17,000	\$135.00
Deck	3	\$17,085	\$220.00	3	\$17,085	\$220.00
Pool	0	\$0	\$0.00	0	\$0	\$0.00
Fence	0	\$0	\$0.00	0	\$0	\$0.00
Interior Renovation	0	\$0	\$0.00	0	\$0	\$0.00
House and Barn	0	\$0	\$0.00	0	\$0	\$0.00
House and Shed	0	\$0	\$0.00	0	\$0	\$0.00
House and Garage	0	\$0	\$0.00	0	\$0	\$0.00
House and Other Accessory structure	0	\$0	\$0.00	0	\$0	\$0.00
Addition/Pool	0	\$0	\$0.00	0	\$0	\$0.00
<b>Totals:</b>	<b>21</b>	<b>\$1,567,708</b>	<b>\$4,285.00</b>	<b>21</b>	<b>\$1,567,708</b>	<b>\$4,285.00</b>

**TOWN OF MONMOUTH**  
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## **Memorandum**

**To:** Select Board Members  
**From:** Linda C. Cohen, Town Manager  
**Date:** September 3, 2020  
**Re:** Distributing TIF Funds for FY21

At your meeting on August 12<sup>th</sup>, you set the amount of TIF revenue to be set aside at \$120,000. Since you were having a workshop about Economic Development on August 26<sup>th</sup>, you postponed until this meeting a decision about distribution of the funds.

I have attached my original proposal from the 12<sup>th</sup>. It put no additional funds into the business park, which I believe Nate suggested might be a good idea until you have definite plans. I redistributed that original amount by putting \$10,000 in streetscapes and \$5,000 in parking facilities. It is the Board's decision about any of the amounts in the various lines.

As Nate and I both pointed out at the workshop, next year this process will occur earlier in the year and go on the warrant for voter approval.

Main Street Tax Increment Finance District Budget

Account Number	Account Name	Proposed Distribution	Carried Over from FY20	Total
11200550	TIF Property Rehabilitation	10000	65224.93	75224.93
11200551	TIF Parking Facilities	15000	79434.97	94434.97
11200552	TIF Advertising	10000		10000
11200553	TIF Streetscapes	35000	231679.1	266679.1
11200554	Town Wide Events	10000		10000
11200555	Economic Plan/Programs	20000		20000
11200556	TIF Revolving Loan Fund	10000	57275.49	67275.49
11200557	Professional & Administrative Costs	10000		10000
11200558	TIF Business Park	0	90000	90000
		120000	523614.49	643614.5

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### Memorandum

**To:** Select Board Members  
**From:** Linda C. Cohen, Town Manager *LCC*  
**Date:** September 3, 2020  
**Re:** Taxpayer Request to Waive Taxes

At the last meeting, you postponed this item to September 9<sup>th</sup> and asked for a written summary from Assessors Agent Donna Hays and a written determination from the Town's attorney on your authority to waive taxes. Donna's statement is in the packet, and below is an email from our attorney, Mary Costigan. While Dr. Brown is asking for a "waiver" of the taxes, it is still an abatement.

**From:** Mary E. Costigan [mailto:mcostigan@bernsteinshur.com]  
**Sent:** Wednesday, September 2, 2020 4:07 PM  
**To:** Linda Cohen <lcohen@monmouthme.org>  
**Subject:** RE: Waiving Tases

Linda –

Any forgiveness regarding taxes is an abatement, not a waiver, and must fall into the categories permitted by law: 1) Illegality, Error, or Irregularity; 2) poverty; 3) inability to collect after 2 years; 4) de minimis value; or 5) veteran.

Not sure which category this would fall into – perhaps error.

- Mary

**Mary E. Costigan**

**Shareholder**

207 228-7147 direct

207 774-1200 main

[My Bio](#) | [LinkedIn](#) | [Twitter](#)

**BERNSTEIN SHUR**

To: Board of Selectmen/Assessors

From: Donna Moore Hays, CMA  
Assessors Agent

Date: September 1, 2020

Re: Williams Properties

This is in response to your request for clarification of the transfers of properties previously owned by Don Williams and acquired through foreclosure by Key Bank. Mr. Williams bought the house and acreage in 1988. In subsequent years he transferred this property back and forth from himself to a trust and back again. In 2008 he designed a five lot subdivision which he deeded to his children. Over the course of time these lots were transferred back to Mr. Williams. Please be aware that once a lot has a legal deed description and is recorded, it is a lot of record. Just because it was deeded back does not make it part of the whole again, it is still an individual lot and taxed accordingly. There were also numerous attempts by Mr. Williams to create illegal back lots (no frontage) in which we ignored. In conclusion, all of Mr. Williams lots have and always will be assessed.

TOWN OF MONMOUTH  
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### Memorandum

**To:** Select Board Members  
**From:** Linda C. Cohen, Town Manager *LCC*  
**Date:** August 20, 2020  
**Re:** Taxpayer Request to Waive Taxes

This is neither a poverty abatement nor an abatement request involving property value.

Charlie Brown is requesting that the Select Board waive taxes on Map 2 Lots 3-2, 3-3 and 3-4. These are multiple lots that she is trying to combine, but cannot get financing because we have liens on the property. Taxes, interest and fees total \$6,572.53 as of 8-4-2020. Interest is added each day.

At the closing, a call was placed to town hall, requesting taxes due. The Deputy Tax Collector remembers being asked for taxes due on property owned by Key Bank at 492 Ridge Road, and that was the amount she gave to be paid at closing. These three other lots were not pulled up, as they are separate from 492 Ridge Road and located on Williams Lane.

Dr. Brown remembers a different scenario and will be present at the meeting to relate her recollection of the call.

Some of you will remember this as the former Williams property, for which you granted a property abatement in May in the amount of \$7,730.70 on recommendation of the Assessors Agent, because the property was over-assessed for the condition it was in.

The detail sheet shows the property as being owned by Key Bank, but that is because the system has not updated all property as of April 1<sup>st</sup> of this year. The property is owned by Dr. Brown.

**RE Account 32 Detail  
as of 08/04/2020**

Name: KEYBANK NA

Location: 51 WILLIAMS ROAD

Acreage: 0.92 Map/Lot: 002-003-002

Book Page: B13119P159

2019-1 Period Due:

1) 322.41

2) 299.16

Land:	33,900	As of 2019
Building:	0	
Exempt	0	
<b>Total:</b>	<b>33,900</b>	

Ref1:

Mailing 4910 TIEDEMAN ROAD  
Address: BROOKLYN OH 44144

Year	Date	Reference	P	C	Principal	Interest	Costs	Total
2019-1	R				598.33	23.24	0.00	621.57
2018-1	L	*			594.94	66.06	64.50	725.50
2017-1	L	*			615.37	90.40	76.10	781.87
Account Totals as of 08/04/2020					1,808.64	179.70	140.60	2,128.94

**Per Diem**

2019-1	0.1147
2018-1	0.1141
2017-1	0.1180
<b>Total</b>	<b>0.3469</b>

Note: Payments will be reflected as positive values and charges to the account will be represented as negative values.

**RE Account 34 Detail  
as of 08/04/2020**

Name: KEYBANK NA

Location: 58 WILLIAMS LANE

Acreage: 0.92 Map/Lot: 002-003-003

Book Page: B13119P159

2019-1 Period Due:

1) 322.41

2) 299.16

Land:	33,900	As of 2019
Building:	0	
Exempt	0	
<b>Total:</b>	<b>33,900</b>	

Ref1:

Mailing Address: 4910 TIEDEMAN ROAD  
BROOKLYN OH 44144

Year	Date	Reference	P	C	Principal	Interest	Costs	Total
2019-1	R				598.33	23.24	0.00	621.57
2018-1	L	*			594.94	66.06	64.50	725.50
2017-1	L	*			615.37	90.40	76.10	781.87
Account Totals as of 08/04/2020					1,808.64	179.70	140.60	2,128.94

**Per Diem**

2019-1	0.1147
2018-1	0.1141
2017-1	0.1180
<b>Total</b>	<b>0.3469</b>

Note: Payments will be reflected as positive values and charges to the account will be represented as negative values.

**RE Account 35 Detail  
as of 08/04/2020**

Name: KEYBANK NA  
Location: 66 WILLIAMS LANE  
Acreage: 2.76 Map/Lot: 002-003-004  
Book Page: B13119P159

Land: 38,000 As of 2019  
Building: 0  
Exempt: 0  

---

Total: 38,000

2019-1 Period Due:  
1) 361.40  
2) 335.35

Ref1:  
Mailing 4910 TIEDEMAN ROAD  
Address: BROOKLYN OH 44144

Year	Date	Reference	P	C	Principal	Interest	Costs	Total
2019-1	R				670.70	26.05	0.00	696.75
2018-1	R				666.90	74.06	9.70	750.66
2017-1	L	*			689.80	101.34	76.10	867.24
Account Totals as of 08/04/2020					2,027.40	201.45	85.80	2,314.65

Per Diem	
2019-1	0.1286
2018-1	0.1279
2017-1	0.1323
Total	0.3888

Note: Payments will be reflected as positive values and charges to the account will be represented as negative values.

**TOWN OF MONMOUTH**  
P.O. BOX 270  
MONMOUTH, ME 04259



TELEPHONE (207) 933-2206  
FAX (207) 933-3413

**Memorandum**

**To:** Select Board Members  
**From:** Linda C. Cohen, Town Manager   
**Date:** September 3, 2020  
**Re:** Setting the Time for Opening the Polling Place

Title 21-A Section 626 sets the closing time for all polling places at 8:00 P.M., but requires the municipal officers to set the opening time for each election.

Traditionally, the polling place in Monmouth has opened at 7:00 A.M. I am asking the Board to set that as the opening time for the General Election on November 3, 2020 and locate the polling place at Monmouth Academy Gymnasium.

**TOWN OF MONMOUTH**  
P.O. BOX 270  
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TELEPHONE (207) 933-2206  
FAX (207) 933-3413

### **Memorandum**

**To:** Select Board Members

**From:** Linda C. Cohen, Town Manager *LCC*

**Date:** September 3, 2020

**Re:** Appointing Fire Chief and Assistant Fire Chief

This is the appointment of Daniel Roy as Fire Chief and Jason Mills as Assistant Fire Chief for a two-year term which expires June 30, 2022.

**TOWN OF MONMOUTH**  
P.O. BOX 270  
MONMOUTH, ME 04259



TELEPHONE (207) 933-2206  
FAX (207) 933-3413

## **Memorandum**

**To:** Select Board Members  
**From:** Linda C. Cohen, Town Manager  
**Date:** September 3, 2020  
**Re:** Appointing Police Officers and Constables

Police Officers need to be initially appointed by the Municipal Officers, but they do not have to have a specified term like some other appointments you make. My recommendation is to appoint all the officers on the roster with no set term so we have it done and in my records and then appoint the same list, plus Chief Mulherin and ACO Andrea Orne, as constables, as well, for a one-year term. Going forward, only new officers will be brought to you for approval.

Dana Wessling  
Olivia Mora  
Richard Patrie  
Mike Mayer  
Ryan Sherman  
Reece Rodigue  
Dana Massey  
Kirk Barkman  
Dan Ross  
Josh Hammond

**TOWN OF MONMOUTH**  
P.O. BOX 270  
MONMOUTH, ME 04259



TELEPHONE (207) 933-2206  
FAX (207) 933-3413

**Memorandum**

**To:** Select Board Members

**From:** Linda C. Cohen, Town Manager

*LCC*

**Date:** September 3, 2020

**Re:** Authorizing Closure of Route 132 for AppleFest

In your packet is a request from Scott Ainsworth which describes the area and the timeframe of the closure.

I have checked with MDOT, Police, Fire and Public Works, and they are all set.

8/13/2020

Scott Ainsworth  
21 Sherwood Forest Drive  
Winthrop, ME 04364  
207-512-6127

Dear Selectmen,

I am requesting that Route 132 between Pleasant Street and Maple street be closed off to traffic for the AppleFest on September 26<sup>th</sup> between the hours of 7am and 3 pm. The Masons have held a craft fair during the AppleFest for the last 8 years and the event has grown to the point where we need more room. I have contacted the police chief in the past, and he agrees that this section of route 132 should be closed for the safety of everyone.

We would only be using one side of the road, leaving one lane of travel open for the horse drawn wagon rides and any emergency vehicles that would have to go through. Signs would be placed to direct traffic down Pleasant Street to Gray Mill Road and up Maple street. I have contacted Hannaford and they do not run their trucks on Saturdays. This has worked very successfully in the past and would like to continue as we have done before.

Thank you,



Scott Ainsworth

**TOWN OF MONMOUTH**  
P.O. BOX 270  
MONMOUTH, ME 04259



TELEPHONE (207) 933-2206  
FAX (207) 933-3413

### Memorandum

**To:** Select Board Members

**From:** Linda C. Cohen, Town Manager

A handwritten signature in black ink, appearing to read "L.C.C.", is written over the name "Linda C. Cohen" in the "From:" field.

**Date:** September 3, 2020

**Re:** Engineering Services for Cost Analysis Regarding Middle School Options

The Building Reuse Committee is recommending that Michaud Engineering perform cost analysis based on various scenarios regarding the Middle School. These scenarios range from partial to full restoration to demolition of all or part of the school.

Robert Michaud performed the engineering assessment on the building back in the spring.

**MICHAUD** Michaud Engineering, Inc.  
**engineering** 30A Summer Street  
 Winthrop, ME 04364

# Proposal

Date	Estimate #
8/21/2020	2013-1009

www.michaud-engineering.com

Name / Address
Linda Cohen P.O. Box 270 859 Main Street Monmouth, ME 04259

			Project
Description	Qty	Cost	Total
<p>Consulting services to provide budgetary cost estimate options based on provided criteria from the Town of Monmouth. This estimate is for the budgetary cost estimates for seven (7) options as transmitted by e-mail on 8/19/20. It was indicated that additional options may also be considered and that work will be performed at the hourly rate shown.</p> <p>Michaud Engineering shall produce a report listing the proposed budgetary costs of the options noted using R.S. Means as the basis for the budgeting. The results are intended to be used for comparison and overall budget analysis but should not be construed as detailed construction cost estimates.</p>	20	95.00	1,900.00
Thank you for the opportunity.		<b>Total</b>	\$1,900.00

Phone / FAX #	(888) 652-6777
---------------	----------------

**TOWN OF MONMOUTH**  
P.O. BOX 270  
MONMOUTH, ME 04259



TELEPHONE (207) 933-2206  
FAX (207) 933-3413

### Memorandum

**To:** Select Board Members

**From:** Linda C. Cohen, Town Manager



**Date:** September 3, 2020

**Re:** Authorizing the Town Manager to Sign Agreement with Wright Pierce for Engineering Services for the Wilson Pond Road Culvert Project

Wright-Pierce was involved last year when the town applied for grant funding for this project, but was unsuccessful in securing funds.

To make sure that we had at least two proposals for engineering services, I reached out to Pine Tree Engineering for a proposal, as well.

Wright-Pierce came in the lower at \$25,000, and I am asking the Board to authorize me to sign the agreement, so we can get this project going. The preliminary work is extensive.

August 28, 2020  
WP Project No. MCVME

Mr. Bruce Balfour, Director of Public Works  
Town of Monmouth  
859 Main Street, PO Box 270  
Monmouth, Maine 04259

**SUBJECT: Proposal for Design and Engineering Services  
Wilson Pond Culvert Replacement**

Dear Bruce,

We appreciate the opportunity to provide you with this proposal for professional engineering services associated with the replacement of the Wilson Pond Culvert located on Wilson Pond Road in Monmouth, Maine. This corrugated metal pipe (CMP) culvert was flagged by the Town as a high priority for repair/replacement following a partial washout of the roadway in 2019. Review of the existing conditions shows the culvert is in poor condition and continues to deteriorate. Field investigations in 2019 showed the bottom of the culvert is rusting and the culvert is out of round. Preliminary hydraulic modeling indicates this crossing is undersized and only capable of passing flows from a 5-year, 24-hour design storm. Based on the location of the culvert under a major public way in Town, best practices dictate that it should be upgraded to handle a 25-year, 24-hour design storm at a minimum.

Based on our initial assessment using the Maine GIS habitat viewer, it was also noted that areas upstream of the culvert are mapped as documented habitat for alewives, modeled rearing habitat for Atlantic salmon and inland waterfowl and wading bird habitat. As such, this proposal assumes the culvert will be designed with "stream smart" principals, which set the span based on a predicted natural stream cross section. Maine Department of Environmental Protection (MEDEP) and US Army Corps of Engineers (ACOE) procedures have been established to encourage this type of design, which promotes fish and aquatic organism passage. We anticipate coordination with regulators as part of this project.

**SCOPE OF SERVICES**

Wright-Pierce has prepared the following scope to provide engineering services associated with the replacement of this culvert.

**Task 1 – Field Survey**

Wright-Pierce will perform a topographic existing conditions survey in/around the project site. This will include pertinent natural resources and stream survey information. The survey will focus on relevant surficial

8/28/2020

Mr. Bruce Balfour, Director of Public Works

Page 2 of 5

existing conditions (i.e. edges of pavement, evidence of utilities, culverts, headwalls) and stream infrastructure and will serve as the baseline conditions for engineering design efforts.

#### **Task 2 – Wetland and Natural Resource Delineation**

Wright-Pierce will partner with Atlantic Environmental, LLC to perform a delineation of regulatory wetland boundaries and natural resources at the project site. This delineation will be an important component of regulatory permit applications. We anticipate flagging the associated boundaries ahead of the survey to be picked up during field survey work. A written delineation report will also be provided that describes the delineation methods, resources identified and functional assessment of the wetland resources in the project area.

#### **Task 3 – Subsurface Exploration and Sampling**

It will be important to gain an understanding of the underlying soils to design the new (and larger) crossing structure. The data collected by these subsurface explorations will inform the design of the proposed structure foundation. Periodic samples of these soils will be taken over the depth of the exploration for examination. We anticipate one day of borings (advancing approximately 3 to 4 explorations) to a depth of at least fifteen (15) feet below existing grade. The results of these explorations will be summarized on written explorations logs that characterize soil conditions at each boring location.

#### **Task 4 – Hydrologic and Hydraulic Analysis**

A preliminary hydrologic and hydraulic analysis evaluating the performance of the existing culvert crossing was performed by Wright-Pierce staff as part of the MEDEP stream crossing grant application. That analysis will be further refined, based on the field survey performed in Task 1, to confirm the performance of the existing culvert crossing as well as evaluate the performance of proposed improvement alternatives. Wright-Pierce will use the HydroCAD model to simulate flow rates at this culvert crossing for a variety of storm recurrence intervals to determine the design parameters for a replacement. The proposed capacity of this culvert will target the 25-year, 24-hour design storm flow. This task includes the preparation of supporting GIS figures (watershed map and soils map) and data processing in GIS to support the hydrologic and hydraulic modeling effort.

#### **Task 5 – Preliminary Design Development**

Wright-Pierce staff will meet with the Town to discuss the project (either virtually or in-person), agree on design criteria, confirm deliverables and refine the project timeline. Preliminary plans for the reconstruction effort at the culvert crossing will be developed and provided to the Town. These plans and documents will be used as the basis for coordination with regulatory agencies and associated permitting applications. A preliminary estimate of probable construction cost for the replacement culvert will be prepared from these documents and provided.

8/28/2020

Mr. Bruce Balfour, Director of Public Works

Page 3 of 5

#### **Task 6 – Regulatory Coordination and Permitting**

The regulatory effort associated with the replacement of road-stream crossings typically involves both state and federal agencies, including the MEDEP and the ACOE. We anticipate a pre-submission meeting with regulatory staff to confirm the appropriate environmental permitting. Utilizing the preliminary design plans, permit applications will be prepared as needed to advance the proposed culvert crossing replacement through the regulatory process for the acquisition of associated permit approvals. We have assumed permitting will include a Natural Resource Protection Act (NRPA) Individual Permit thru Maine Department of Environmental Protection (Maine DEP) and a Category 1 Permit thru Army Corp of Engineers (ACOE) for the purposes of this proposal. The required fees associated with any regulatory filings will be determined during the coordination as part of this task, however payment of such fees shall be the responsibility of the Town.

#### **Task 7 – Bid Documents and Bidding Assistance**

Upon review and approval of the preliminary design plans by the Town and Regulatory Agencies, the preliminary design plans will be refined and suggested modifications that may arise during the regulatory process will be incorporated. Construction documents (final design plans and specifications) for replacement of the culvert crossing will be prepared for bidding. Bidding assistance will include advertising for bids, distribution of drawings and specifications, maintaining a list of prospective bidders, responding to bidder questions, preparation and attendance at one pre-bid conference, preparing and issuing addenda, attending the bid opening, tabulating and evaluating bids and preparing a letter of recommendation regarding award of the contract.

In addition to bidding services, Wright-Pierce can offer construction administration services to act as the Town's representative through the construction phase. These services typically include:

- Preparing executed contract documents for signing.
- Preparing for and attending one pre-construction conference.
- Preparing for and attending monthly project meetings.
- Participation in formal inspections by the Town.
- Review of shop drawings and other submittals for compliance with construction contract documents.
- Review of field test reports including those submitted by the Independent Testing Laboratory.
- Review of payment requests and estimate amounts to be paid by the town.
- Negotiation of changes in the scope of work, price and/or completion time and prepare change orders, which become necessary due to factors discovered during the progress of the work, resulting from interpretations and clarifications of the contract documents.
- Coordination and supervision of resident project representatives.
- Preparation of punch lists for uncompleted or unacceptable work.
- Final inspections to confirm the completion of the punch list.

Construction phase services have not been included in this proposal and can be negotiated at a later date if requested.

8/28/2020

Mr. Bruce Balfour, Director of Public Works

Page 4 of 5

**PROPOSED FEE and SCHEDULE**

Based on the scope of services above, we have prepared the following recommended budget:

Task	Budget
1 – Survey	\$ 3,200
2 – Wetland Delineation	\$ 1,200
3 – Geotechnical Evaluation	\$ 2,700
4 – Hydrologic and Hydraulic Analysis	\$ 3,000
5 – Preliminary Design	\$ 6,300
6 – Regulatory Coordination and Permitting	\$ 3,600
7 – Final Design and Bidding Phase Services	\$ 5,000
<b>Total Budget for Design and Engineering</b>	<b>\$ 25,000</b>

The above budget includes our labor and reimbursable expenses. Fees charged by Wright-Pierce will be invoiced on a monthly basis and will be based on our standard hourly billing rates, plus non-labor expenses, which will be billed at straight cost. Any additional services performed at the Client's request and authorization will be billed on a time and materials basis on our standard labor rates, plus any applicable reimbursable expenses. Services will be performed in accordance with our standard general conditions for engineering agreements (Exhibit A - copy attached).

Wright-Pierce is available to begin coordination immediately upon approval by the Town. Given the time of year, we would anticipate moving forward this summer to accommodate existing conditions survey and natural resources review. Wright-Pierce anticipates preliminary design and permitting coordination to be completed within 6-8 weeks of receipt of survey information. It should be noted, culvert replacements are generally subject to time of year restrictions (typical in water work window is from July 15 to September 30). As part of preliminary project planning, we will discuss project funding and target date for permitting and bidding based on these expected restrictions.

If this proposal is acceptable, please have an authorized agent sign below and return a copy for our files.

8/28/2020

Mr. Bruce Balfour, Director of Public Works

Page 5 of 5

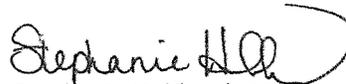
We appreciate this opportunity to be of service to you and look forward to this opportunity to work with you on this project. Should you have any questions or wish to discuss this proposal further, please do not hesitate to contact me at 207-798-3766.

Sincerely,

**WRIGHT-PIERCE**



Charles Daigle, EI  
Project Engineer  
[Charles.daigle@wright-pierce.com](mailto:Charles.daigle@wright-pierce.com)



Stephanie Hubbard, PE  
Senior Project Manager  
[stephanie.hubbard@wright-pierce.com](mailto:stephanie.hubbard@wright-pierce.com)

Seen and agreed to by:

**Town of Monmouth**

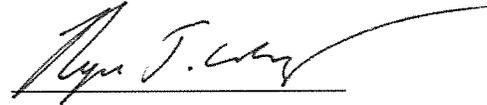
By: \_\_\_\_\_

Name: \_\_\_\_\_

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

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

**Wright-Pierce**

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

Ryan T. Wingard, PE

Vice President

August 28, 2020

**EXHIBIT A**  
**SCHEDULE OF TERMS AND CONDITIONS**  
**FOR**  
**AGREEMENT BETWEEN**  
**TOWN OF MONMOUTH**  
**AND**  
**WRIGHT-PIERCE**

**EXHIBIT A**  
**SCHEDULE OF TERMS AND CONDITIONS**  
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**EXHIBIT A - SCHEDULE OF TERMS AND CONDITIONS  
(CLIENT IS OWNER)**

**1.0 Standard of Care**

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

**2.0 Client's Responsibilities**

Except as otherwise provided in this Agreement, CLIENT shall do the following in a timely manner as requested by ENGINEER and shall bear all costs incident thereto:

2.1. Designate in writing a person to act as CLIENT's representative with respect to the services to be performed or furnished by ENGINEER under this Agreement. Such person will have complete authority to transmit instructions, receive information, interpret and define CLIENT's policies and decision with respect to ENGINEER's services for the Project.

2.2. Provide all criteria and full information as to CLIENT's requirements for the Project, including design objectives and constraints, space, capacity and performance requirements, flexibility and expandability, and any budgetary limitations, and furnish copies of all design and construction standards which CLIENT will require to be included in the Drawings and Specifications.

2.3. Assist ENGINEER by placing at ENGINEER's disposal all available information pertinent to the Project including previous reports and any other data relative to design or construction of the Project as requested by ENGINEER.

2.4. Arrange for access to and make all provisions for ENGINEER to enter upon public and private property as required for ENGINEER to perform services under this Agreement.

2.5. Provide approvals and permits from all governmental authorities having jurisdiction to approve the portions of the Project designed or specified by ENGINEER and such approvals and consents from others as may be necessary for completion of such portions of the Project.

2.6. Give prompt written notice to ENGINEER whenever CLIENT observes or otherwise becomes aware of any development that affects the scope or time of performance or furnishing of ENGINEER's services, or any defect or nonconformance in ENGINEER's services or in the work of any Contractor.

**3.0 Reuse of Documents, Records**

3.1. Documents are Instruments of ENGINEER's Service

All documents including Drawings and Specifications provided or furnished by ENGINEER (or ENGINEER's Consultants) pursuant to this Agreement are instruments of service in respect of the Project, and ENGINEER and ENGINEER's Consultants, as appropriate, shall retain an ownership and property interest therein (including the right of reuse by and at the discretion of ENGINEER and ENGINEER's Consultants, as appropriate) whether or not the Project is completed.

CLIENT may make and retain copies of documents for information and reference in connection with the use and occupancy of the

Project by CLIENT. Such documents are not intended or represented to be suitable for reuse by CLIENT or others on extensions of the Project or on any other project.

Any such reuse, or modification, without written verification or adaptation by ENGINEER and ENGINEER's Consultants, as appropriate, for the specific purpose intended will be at CLIENT's sole risk and without liability or legal exposure to ENGINEER, or to ENGINEER's Consultants, and CLIENT shall indemnify and hold harmless ENGINEER and ENGINEER's Consultants from all claims, damages, losses and expenses including attorneys' fees arising out of or resulting therefrom. Any such verification or adaptation will entitle ENGINEER to further compensation at rates to be agreed upon by CLIENT and ENGINEER.

3.2. Records Retention/Access to Records.

ENGINEER will retain pertinent records relating to the services performed under this Agreement for a period of three (3) years following completion of the services, during which period the records will be made available to CLIENT at ENGINEER's office during normal business hours with reasonable advance notice. Copies will be prepared by ENGINEER for CLIENT for reasonable cost of reproduction and associated labor.

3.3. Electronic Transmittals

CLIENT and ENGINEER may transmit, and shall accept, project-related correspondence, documents, data, drawings, specifications in electronic media or digital format either directly or through access to a secure file transfer protocol. The method of electronic transmittal will be by a mutually agreeable protocol.

CLIENT and ENGINEER make no representations as to the long-term compatibility, usability, or readability of the item resulting from the recipient's use of software applications, operating systems or computer hardware differing from those used by the transmitter.

CLIENT acknowledges that electronic data is changeable. CLIENT acknowledges that any revisions made to electronic data and any consequences of its direct or indirect use by the CLIENT or its agents are beyond the control of the ENGINEER. The ENGINEER cannot be held responsible for software errors, for deterioration of data due to aging, damage to the computer disk, or for failure of the data to respond as intended if used with software and/or operating systems other than those on which it was developed. The original document maintained by the ENGINEER shall be the controlling document.

**4.0 Third Party Information**

CLIENT acknowledges and agrees that ENGINEER may solicit and reasonably rely on third party information essential and relative to the performance of ENGINEER's duties created and addressed by this Agreement whenever such information is under the control of a third party; and, ENGINEER will not be responsible or liable for the direct or indirect consequences of its reliance on such third party information. Examples of the type of third party information addressed above include, but are not limited to, any information within the control of any of the following: a public, quasi-public or private utility; a governmental body, agency or government (federal, state or local); water and/or sewer facility, district or entity; or, an agent or employee of CLIENT.

## 5.0 Estimates of Cost

Since ENGINEER has no control over the cost of labor, materials or equipment or over Contractor(s) methods of determining prices, or over competitive bidding or market conditions, its estimate of probable project costs provided for herein are to be made on the basis of its experience and qualifications and represent its professional judgment as a design professional familiar with the construction industry, but ENGINEER cannot and does not guarantee that proposals, bids or the project costs will not vary from its estimate of probable costs. If, prior to the Bidding or Negotiating Phase, CLIENT wishes greater assurance as to the project costs, CLIENT shall employ an independent cost estimator. Engineering services to modify the Contract Documents to bring the project costs within any limitation established by CLIENT will be considered Additional Services and paid for as such by CLIENT.

The construction cost of the entire Project (herein referred to as "Construction Cost") means the total cost to construct the project including furnishing and installing all equipment and materials, but it will not include ENGINEER's compensation and expenses, the cost of land, right-of-way, or compensation for or damages to properties unless this Agreement so specifies, nor will it include CLIENT's legal, accounting, insurance counseling or auditing services, or interest and financing charges incurred in connection with the Project.

## 6.0 Allocation of Risks

### 6.1. ENGINEER shall Indemnify CLIENT from Claims caused by ENGINEER's Negligence

To the fullest extent permitted by law, ENGINEER shall indemnify and hold harmless CLIENT, CLIENT's officers, directors, partners, and employees from and against any and all costs, losses and damages (including but not limited to reasonable attorneys' fees and all court or other dispute resolution costs) arising from claims by third parties, to the extent caused by the negligent acts, errors or omissions of ENGINEER or ENGINEER's officers, directors, partners, employees, agents and ENGINEER's Consultants in the performance and furnishing of ENGINEER's services under this Agreement.

### 6.2. CLIENT shall Indemnify ENGINEER from Claims caused by CLIENT's Negligence

To the fullest extent permitted by law, CLIENT shall indemnify and hold harmless ENGINEER, ENGINEER's officers, directors, partners, and employees and ENGINEER's Consultants from and against any and all costs, losses and damages (including but not limited to reasonable attorney' fees and court or other dispute resolution costs) arising from claims by third parties, to the extent caused by the negligent acts, errors or omissions of CLIENT or CLIENT's officers, directors, partners, employees, agents and CLIENT's consultants with respect to this Agreement or the Project.

### 6.3. CLIENT shall Indemnify ENGINEER from Claims caused by Hazardous Waste

In addition to the indemnity provided under Paragraph 6.2 of this Schedule, and to the fullest extent permitted by law, CLIENT shall indemnify and hold harmless ENGINEER and its officers, directors, partners, and employees and ENGINEER's Consultants from and against all claims, costs, losses, and damages (including but not limited to reasonable attorneys' fees and court or other dispute resolution costs) caused by, arising out of or relating to the presence, discharge, release or escape of Asbestos, PCBs, Petroleum, Hazardous Waste, or Radioactive Material at, on, under or from the Project site.

### 6.4. ENGINEER's Liability Limited to Amount of Insurance Proceeds Paid

Notwithstanding any other provision of this Agreement, and to the fullest extent permitted by law, the total liability, in the aggregate, of ENGINEER and ENGINEER's officers, directors, partners, employees, agents and ENGINEER's Consultants, and any of them, to CLIENT and anyone claiming by, through or under CLIENT, for any and all claims, losses, costs or damages whatsoever arising out of, resulting from or in any way related to the Project or the Agreement from any cause or causes, including but not limited to the negligence, professional errors or omissions, strict liability or breach of contract or warranty express or implied of ENGINEER or ENGINEER's officers, directors, partners, employees, agents or ENGINEER's Consultants or any of them (hereafter "CLIENT's Claims"), shall not exceed the total insurance proceeds paid up to the limits required in Section 7.1 on behalf of or to ENGINEER by ENGINEER's insurers in settlement or satisfaction of CLIENT's Claims under the terms and conditions of ENGINEER's insurance policies applicable thereto (excluding fees, costs and expenses of investigation, claims adjustment, defense and appeal). If no such insurance coverage is recovered with respect to CLIENT's Claims, then the total liability, in the aggregate, of ENGINEER and ENGINEER's officers, directors, partners, and employees and ENGINEER's Consultants and any of them to CLIENT and anyone claiming by, through or under CLIENT, for any and all such uninsured CLIENT's Claims shall not exceed the ENGINEER's fee or \$100,000, whichever is less.

### 6.5. Exclusion of Special, Incidental, Indirect and Consequential Damages

To the fullest extent permitted by law, and notwithstanding any other provision in the Agreement, ENGINEER and ENGINEER's officers, directors, partners, employees, agents and ENGINEER's Consultants shall not be liable to CLIENT or anyone claiming by, through or under CLIENT for any special, incidental, indirect or consequential damages whatsoever, arising out of, resulting from or in any way related to the Project or the Agreement from any cause or causes, including but not limited to any such damages caused by the negligence, professional errors or omissions, strict liability, breach of contract or warranty express or implied of ENGINEER or ENGINEER's officers, directors, partners, employees, agents or ENGINEER's Consultants, or any of them.

### 6.6. Limitation of ENGINEER's Liability on Comparative Negligence Basis

To the fullest extent permitted by law, ENGINEER's total liability to CLIENT and anyone claiming by, through or under CLIENT for any claim, cost, loss or damages caused in part by the negligence of ENGINEER and in part by the negligence of CLIENT or any other negligent entity or individual, shall not exceed the percentage share that ENGINEER's negligence bears to the total negligence of CLIENT, ENGINEER and all other negligent entities and individuals determined on the basis of comparative negligence principles. CLIENT further agrees to hold harmless ENGINEER against any such claim, cost, loss or damages but only to the extent of the percentage share that CLIENT's negligence bears to the total negligence of CLIENT, ENGINEER and all other negligent entities and individuals determined on the basis of comparative negligence principles.

## 7.0 Insurance

### 7.1. ENGINEER's Insurance

ENGINEER shall procure and maintain insurance for protection from claims under workers' compensation acts, claims for damages because of bodily injury including personal injury, sickness or

disease or death of any and all employees or of any person other than such employees, from claims or damages because of injury to or destruction of property, and from professional liability claims due to ENGINEER's negligent acts, errors or omissions. Upon request, ENGINEER shall list CLIENT as an additional insured on ENGINEER's general liability insurance policy, and shall provide CLIENT with a copy of the Certificate of Insurance.

As long as it remains commercially available, ENGINEER shall procure and maintain the following insurance coverage:

- A. Worker's Compensation: Statutory Limits.
- B. Employer's Liability: \$500,000 per Accident and \$500,000 per Disease per Employee.
- C. Commercial General Liability, including Bodily Injury and Property Damage: \$1,000,000 occurrence and \$2,000,000 aggregate.
- D. Commercial Automobile Liability, including owned, hired and non-owned vehicles: Combined Single Limit of \$1,000,000 per accident.
- E. Excess Umbrella Liability: \$5,000,000 per occurrence and \$5,000,000 aggregate over the Employer's, Commercial General and Commercial Auto Liability.
- F. Professional Liability Insurance: \$1,000,000 per claim and \$3,000,000 annual aggregate.

#### 7.2. CLIENT's Insurance and Contractor's Insurance

CLIENT shall list ENGINEER and ENGINEER's Consultants as additional insureds on any general liability or property insurance policies carried by CLIENT that are applicable to the Project. CLIENT shall require Contractor to purchase and maintain general liability and other insurance as specified in the Contract Documents and to list ENGINEER and ENGINEER's Consultants as additional insureds with respect to such liability, property and other insurance purchased and maintained by Contractor. All policies of property insurance shall contain provisions to the effect that ENGINEER and ENGINEER's Consultants' interests are covered and that in the event of payment of any loss or damage the insurers will have no rights of recovery against the insured or any additional insureds thereunder.

#### 7.3. Additional Insurance

At any time, CLIENT may request that ENGINEER, at CLIENT's sole expense, provide additional insurance coverage. If so requested by CLIENT, and if commercially available, ENGINEER shall obtain and shall require ENGINEER's Consultants to obtain such additional insurance coverage, different limits or revised deductibles, for such periods of time as requested by CLIENT, at CLIENT's sole expense.

### 8.0 Subsurface Conditions

#### 8.1 Interpretations and Recommendations Based Solely on Information Available.

CLIENT recognizes that subsurface conditions may vary from those encountered at the location where borings, surveys, or explorations are made by the ENGINEER or ENGINEER's geotechnical Consultant, and that the data, interpretations and recommendations of the ENGINEER or geotechnical Consultant are based solely on the information available to it. The ENGINEER or geotechnical Consultant will be responsible for those data, interpretations, and recommendations, but neither shall be responsible for the interpretation by others of the information developed.

#### 8.2 Utilities

In the prosecution of its work, the ENGINEER, and its Consultants will take reasonable precautions to avoid damage or injury to

subterranean structures or utilities. CLIENT agrees to release, indemnify, and hold the ENGINEER, and its Consultants harmless for any damage to subterranean structures or utilities and for any impact this damage may cause where the subterranean structures or utilities are not called to the ENGINEER, and its Consultants' attention or are not correctly shown on the plans furnished.

### 9.0 Independent Contractors

It is understood and agreed that all contractors and Consultants engaged by the ENGINEER are independent contractors of the ENGINEER and not employees or agents of the ENGINEER; and ENGINEER shall have no right, duty or obligation to direct or control the means, methods or techniques of any such contractors and consultants.

### 10.0 Compensation

#### 10.1. Direct Labor Costs

Direct Labor Costs means the hourly wages paid to ENGINEER's personnel. For salaried personnel, the imputed direct hourly rate shall be the weekly salary divided by 40.

#### 10.2. Standard Billing Rates

ENGINEER's Standard Billing Rates mean Direct Labor Costs times ENGINEER's Standard Multiplier that is based on ENGINEER's standard and customary overhead rate and profit. Standard Multiplier will be adjusted as may be appropriate to reflect changes in its various elements. All such adjustments will be in accordance with generally accepted accounting practices.

#### 10.3. Reimbursable Expenses

Reimbursable Expenses are those non-labor expenses associated with ENGINEER's conduct of the Project. Some examples of Reimbursable Expenses are meals, transportation, printing and photocopying costs, and field equipment rental. The amount ENGINEER will bill for Reimbursable Expenses will be in accordance with ENGINEER's standard schedule of Reimbursable Expenses Billing Rates or, if the expense item is not listed on the schedule, the cost actually incurred or the imputed cost ENGINEER allocates to the expense item.

#### 10.4. Invoices/Late Payment

Invoices will be prepared in accordance with ENGINEER's standard invoicing practices and will be submitted to CLIENT at least monthly. Invoices are due and payable upon receipt. If CLIENT fails to pay any invoice within thirty days of the invoice date, the amounts due ENGINEER will increase at the rate of 1.0% per month from the thirtieth day following the invoice date; and, in addition, ENGINEER may, after giving seven days' written notice to CLIENT, suspend services under this Agreement until ENGINEER has been paid in full all amounts due. Payments will be credited first to interest and then to principal. In the event of a disputed or contested billing, only that portion so contested may be withheld from payment.

#### 10.5. Professional Services Taxes

If at any time ENGINEER's compensation under this Agreement becomes subject to a professional services tax, sales tax, Value Added Tax, gross receipts tax or similar levy imposed by any local, state, federal or other government or quasi-government agency or authority, CLIENT agrees to pay such tax or levy on ENGINEER's behalf or reimburse ENGINEER for its paying such tax or levy.

### **11.0 Controlling Law**

This Agreement is to be governed by the laws of the State of Maine. Any dispute resulting in legal action and not resolved by arbitration, mediation or such other method as may be mutually agreed to by the parties, shall be adjudicated solely and exclusively within the aforementioned jurisdiction.

### **12.0 Financial Advisor**

ENGINEER is not a financial professional firm and makes no recommendations as to the best way for CLIENT to fund the Project. ENGINEER recommends that CLIENT seek the advice of an Independent Registered Municipal Advisor or other financial professional regarding the type and structure of financing appropriate for the Project. Engineer's services do not include (1) serving as a "municipal advisor" for purposes of the registration requirements of Section 975 of the Dodd-Frank Wall Street Reform and Consumer Protection Act (2010) or the municipal advisor registration rules issued by the Securities and Exchange Commission, or (2) advising Owner, or any municipal entity or other person or entity, regarding municipal financial products or the issuance of municipal securities, including advice with respect to the structure, timing, terms, or other similar matters concerning such products or issuances.

### **13.0 Dispute Resolution**

The parties hereto agree that prior to filing litigation they will consider alternative dispute resolution techniques to resolve all claims, counterclaims, disputes and other matters in question between the parties arising out of or relating to this Agreement.

### **14.0 Notices**

Any notice required under this Agreement will be in writing, addressed to the appropriate party at the address which appears on the signature page to this Agreement (as modified in writing from time to time by such party) and given personally, by registered or certified mail, return receipt requested, or by a nationally recognized overnight courier service. All notices shall be effective upon the date of receipt.

### **15.0 Precedence**

These provisions shall take precedence over any inconsistent or contradictory provisions contained in any proposal, contract, purchase order, requisition, notice to proceed, or like document.

### **16.0 Severability**

Any provision or part of the Agreement 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 CLIENT and ENGINEER, who agree that the Agreement 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.

### **17.0 Successors and Assigns**

CLIENT and ENGINEER each binds itself and its partners, successors, executors, administrators and assigns to the other party of this Agreement and to the partners, successors, executors, administrators and assigns of such other party, in respect to all covenants of this Agreement. Neither CLIENT nor ENGINEER shall assign, sublet or transfer its interest in this Agreement without the written consent of the other. Nothing herein shall be construed

as creating any personal liability on the part of any officer or agent of any public body that may be a party hereto, nor shall it be construed as giving any rights or benefits hereunder to anyone other than CLIENT and ENGINEER.

### **18.0 Survival**

All express representations, indemnifications or limitations of liability made in or given in this Agreement will survive the completion of all services of ENGINEER under this Agreement or the termination of this Agreement for any reason.

### **19.0 Termination**

The obligation to provide further services under this Agreement may be terminated:

#### **19.1 For cause**

For cause by either party upon thirty days' written notice in the event of substantial failure by the other party to perform in accordance with the terms hereof through no fault of the terminating party. Notwithstanding the foregoing, this Agreement will not terminate as a result of such substantial failure if the party receiving such notice begins, within seven days of receipt of such notice, to correct its failure to perform and proceeds diligently to cure such failure within no more than thirty days of receipt thereof; provided, however, that if and to the extent such substantial failure cannot be reasonably cured within such thirty-day period, and if such party has diligently attempted to cure the same and thereafter continues diligently to cure the same, then the cure period provided from herein shall extend up to, but in no case more than, sixty days after the date of receipt of the notice.

#### **19.2 By ENGINEER**

By ENGINEER upon seven days' written notice if ENGINEER believes that ENGINEER is being requested by CLIENT to furnish or perform services contrary to ENGINEER's responsibilities as a licensed design professional; or upon seven days' written notice if the ENGINEER's services for design or during the construction of the Project are delayed or suspended for more than ninety days for reasons beyond ENGINEER's control.

In the case of termination under this paragraph, ENGINEER shall have no liability to CLIENT on account of such termination.

#### **19.3 For convenience**

For convenience by CLIENT effective upon the receipt of notice by ENGINEER.

#### **19.4 ENGINEER's Compensation**

In the event of any termination, CLIENT will pay ENGINEER for all services rendered to the date of termination and all reimbursable expenses.

### **20.0 Equal Employment Opportunity**

ENGINEER is an Equal Employment Opportunity employer and is committed to recruiting, hiring, training and promoting for all job classifications without regard to race, religion, color, national origin, sex or age, physical or mental handicap, marital status or status as a disabled veteran, veteran of the Vietnam era, ex-offender or former patient of a state institution except where based on a bona fide occupational qualification.

TOWN OF MONMOUTH  
P.O. BOX 270  
MONMOUTH, ME 04259



TELEPHONE (207) 933-2206  
FAX (207) 933-3413

### Memorandum

**To:** Select Board Members

**From:** Linda C. Cohen, Town Manager

*LCC*

**Date:** September 3, 2020

**Re:** Award of Bid for Paving of Academy Road

We received bids from six companies with the lowest two bidders being \$200 apart.

Allstates is the lowest bidder for this project, and I am asking the Board to award the bid to allow the project to move forward this month. This is the only road proposed to be paved at this time. With the new sidewalks installed, this will make Academy Road very attractive.

Paving Bids for Academy Road

	SHIM		MIX		MILL		MANHOLES		TOTAL
ALLSTATES	\$82.00		\$78.50		\$1.80		\$1,450.00		\$124,250.00
SPENCER	\$88.95		\$78.95		\$2.35		\$1,200.00		\$129,095.00
PIKE	\$98.00		\$98.00		\$2.70		\$1,600.00		\$156,700.00
GLIDDEN	\$87.52		\$78.94		\$2.00		\$1,424.00		\$127,638.00
CROOKER	\$84.00		\$84.00		\$2.55		\$2,000.00		\$144,450.00
ST LAURENT	\$97.00		\$82.00		\$1.75		\$1,000.00		\$124,450.00

	SHIM		MIX		MILL		MANHOLES
ALLSTATES	\$16,400.00		\$70,650.00		\$19,800.00		\$17,400.00
SPENCER	\$17,790.00		\$71,055.00		\$25,850.00		\$14,400.00
PIKE	\$19,600.00		\$88,200.00		\$29,700.00		\$19,200.00
GLIDDEN	\$17,504.00		\$71,046.00		\$22,000.00		\$17,088.00
CROOKER	\$16,800.00		\$75,600.00		\$28,050.00		\$24,000.00
ST LAURENT	\$19,400.00		\$73,800.00		\$19,250.00		\$12,000.00

**TOWN OF MONMOUTH**  
P.O. BOX 270  
MONMOUTH, ME 04259



TELEPHONE (207) 933-2206  
FAX (207) 933-3413

**Memorandum**

**To:** Select Board Members

**From:** Linda C. Cohen, Town Manager *LCC*

**Date:** September 3, 2020

**Re:** Resolution to Join MMA's Workers' Compensation Safety Incentive Program

To the extent that we can keep employees safer and also save money on our insurance expenses, we need to do so. In your packet is information about MMA's incentive program. As part of the application process, we have gone through all of our buildings and noted and repaired or are in the process of repairing any hazards. The most time consuming inspections were in Cumston, as you would expect. It turned out to be the building with the most corrective action needed, as well. Items ranged from loose railings and trips hazards to uncovered electrical outlets and dangling wires and cords.

Having the Select Board vote to support this initiative will reinforce to our employees that we take their safety very seriously and will hopefully incentivize them to be proactive in making sure the workplace is safe.



**MAINE MUNICIPAL ASSOCIATION**

***Risk Management Services***

60 Community Drive  
PO Box 9109  
Augusta, Maine 04332-9109

***Telephone No.***

(207) 626-5583  
(800) 590-5583 Maine Only  
Fax (207) 626-0513

May 29, 2020

Linda Cohen  
Town Manager  
Town of Monmouth  
PO Box 270  
Monmouth, ME, 04259-0270

RE: Workers Compensation Safety Incentive Program

Dear Ms Cohen:

The MMA Workers' Compensation Fund is excited to invite your organization to join the **Workers Compensation Safety Incentive Program (WCSIP)**. The WCSIP is voluntary and provides members with the opportunity to earn up to 10% in contribution credits by improving workplace safety.

Joining this program affirms your commitment to a safe and healthful workplace. Our team of professionals will work with you to manage your workplace safety efforts by providing sample safety policies and programs, training opportunities, and additional resources to help you obtain maximum benefit from your workplace safety efforts.

The program is designed to help you to control your costs by improving your loss experience and minimize workplace disruptions. The goals of this program are to; reduce the incidence of injury and illness throughout the operations, improve overall safety in the work environment, maintain lines of communication with all employees, protect member's assets, promote a self-sustaining safety culture, utilize best practices claim management, and provide financial incentives which reward our partnership toward safety

The program is tiered into three levels based on documented performance. The tiers and associated credits are: Tier I is compliance with the Maine Department of Labor and earns a credit of 5%, Tier II earns a credit of 7.5%, and Tier III earns a credit of 10%

For complete program details, or to enroll in the WCSIP, go to our online site at <https://memun.org/WCSIP>. Please download the appropriate forms in Adobe Acrobat Reader and send a copy of the completed forms by email to [WCSIP@memun.org](mailto:WCSIP@memun.org). If you have questions or need assistance please contact RMS Loss Control at [RMSLossControl@memun.org](mailto:RMSLossControl@memun.org).

We realize you have a lot on your municipal plate due to the ongoing pandemic. But we don't want you to miss this opportunity. Please consider having your organization join the



**MMA WORKERS' COMPENSATION SAFETY INCENTIVE PROGRAM  
RESOLVE FORM**

**WHEREAS,** the Town of Monmouth is a member of the Maine Municipal Association Workers' Compensation Fund (hereinafter "WC Fund"); and

**WHEREAS,** Maine Municipal Association (hereinafter "MMA") provides risk management services and workers' compensation coverage; and

**WHEREAS,** MMA developed the Workers' Compensation Safety Incentive Program (hereinafter "the Program") to help reduce the incidents and impact of workplace injuries by implementing WC claim best practices; and

**WHEREAS,** MMA will provide necessary written program information, and offer assistance to participants; and

**WHEREAS,** WC Fund members that participate in the Program and complete the required activities, will have the opportunity to earn a credit to their annual contribution; and

**WHEREAS,** the Town of Monmouth is committed to providing a safe environment for its employees, citizens, and visiting public; and

**WHEREAS,** the Program will help enhance such an environment and promote a self-sustaining culture of safety with participating members,

**NOW THEREFORE BE IT RESOLVED BY THE** Monmouth Board of Selectmen  
to elect to participate in the MMA Workers' Compensation Safety Incentive Program.

**DATED THIS** \_\_\_\_\_ **DAY OF** \_\_\_\_\_, 20\_\_\_\_

**ATTEST by Governing Board (signatures or e-signatures):**

_____	_____
_____	_____
_____	_____
_____	_____
_____	_____