

Charles L. Waite, III, Chair
John M. Daley, Vice Chair
Richard A. Dolliver
Madeline S. Mooney
Robert N. Winn, Jr.



AGENDA
MEETING OF THE OGUNQUIT SELECT BOARD
TUESDAY, JULY 17, 2018
REVISED 07-17-2018

5:15PM - WORKSHOP

- A. Committee Interviews
 - *Conservation Committee*
 - *Ogunquit Heritage Museum Committee*

- B. Meet with Carol Murray, Interim Public Works Director

1.0 CALL TO ORDER: 6:00PM

- 1.1 Roll Call of Members
- 1.2 Pledge of Allegiance
- 1.3 Select Board Minutes - June 5, 2018

2.0 LIQUOR AND AMUSEMENT LICENSE PUBLIC HEARINGS

- 2.1 Bandito's Mexican Grill - Malt, Spirituous & Vinous License Renewal
- 2.2 Beach House Lobster - Malt, Spirituous & Vinous License Renewal
- 2.3 Pizza Napoli - Malt, Spirituous & Vinous License Renewal

3.0 TOWN MANAGER'S REPORT

4.0 PUBLIC HEARINGS

5.0 COMMITTEE APPOINTMENTS & RESIGNATIONS

- 5.1 Committee & Board Appointments
 - a. *Bicycle-Pedestrian Committee (3 reappointments; 1 vacancy)*
 - b. *Board of Assessment Review (2 reappointments; 0 vacancies)*
 - c. *Budget Review Committee (2 vacancies)*
 - d. *Cable TV Committee (1 reappointment; 1 vacancy)*
 - e. *Conservation Commission (1 reappointment; 1 new appointment; 2 vacancies)*
 - f. *Harbor Committee (2 reappointments; 2 vacancies)*
 - g. *Heritage Museum Committee (2 reappointments; 2 vacancies)*
 - h. *Historic Preservation Commission (4 reappointments; 1 new appointment; 0 vacancies)*
 - i. *Performing Arts Committee (2 reappointments; 3 vacancies)*
 - j. *Planning Board (3 reappointments; 1 vacancy)*

- k. Shellfish Conservation Commission (3 reappointments; 1 vacancy)
- l. Zoning Board of Appeals (2 reappointments; 1 vacancy)

6.0 PRESENTATIONS, PROCLAMATIONS, RESOLUTIONS & COMMUNICATIONS

- 6.1 Marginal Way Committee Update - Joan Griswold, Chair

7.0 UNFINISHED BUSINESS

8.0 NEW BUSINESS

- 8.1 Authorize the Town Manager to renew the contract with Municipal Resources Inc. for Assessing Services
- 8.2 Authorize the Town Manager to enter into a Revised Contract with Municipal Resources, Inc. to provide the services of an Interim Public Works Director
- 8.3 Appointment of Carol Murray as Interim Public Works Director
- 8.4 Authorize the Town Manager to enter into a contract with Street Scan, Inc. to conduct an assessment of the Town's streets for the purpose of developing a pavement management system for Capital Planning purposes

9.0 CITIZEN COMMENTS (For town topics not on the agenda)

The Select Board welcomes public comments and questions about Town-related issues that are not on the agenda. We ask that people keep comments on point and within 3 minutes.

10.0 OTHER BUSINESS

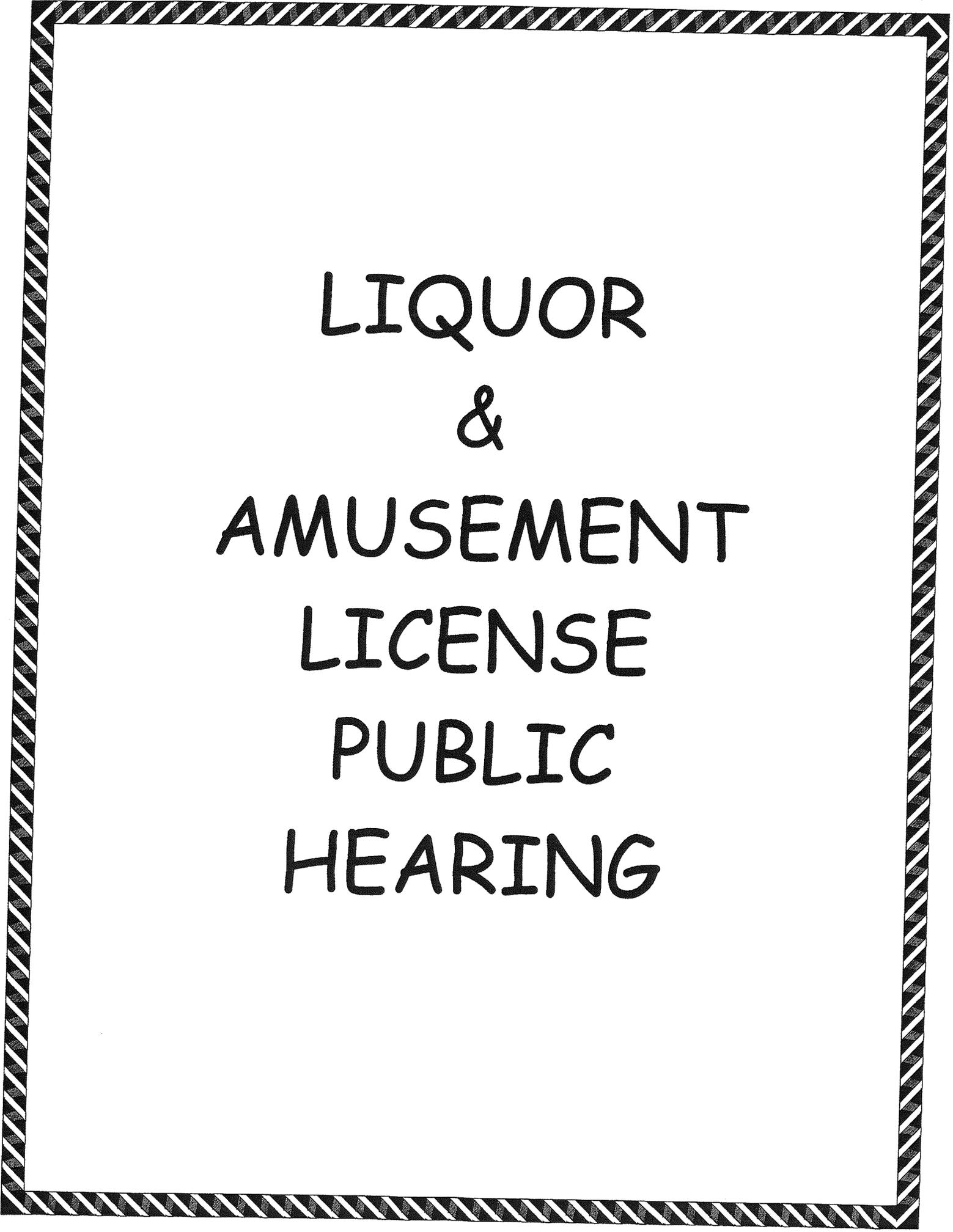
- 10.1 Select Board Reports and Announcements

BREAK

11.0 EXECUTIVE SESSION

- 11.1 Discussion of Collective Bargaining Agreements [Pursuant to M.R.S.A Chapter 1, §405.6(D)]

12.0 ADJOURNMENT



LIQUOR
&
AMUSEMENT
LICENSE
PUBLIC
HEARING

OGUNQUIT

Beautiful Place by the Sea

PUBLIC HEARING NOTICE

The Ogunquit Board of Selectmen will hold a Public Hearing on Tuesday, July 17, 2018, at 6:00 PM in the Auditorium of the Dunaway Community Center on School Street, Ogunquit, Maine for the following application(s):

MALT, SPIRITUOUS & VINOUS LICENSE (RENEWAL)

Bandito's Mexican Grill

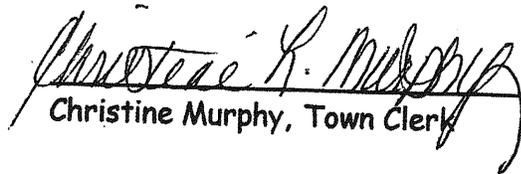
68 Shore Road

Beach Lobster House

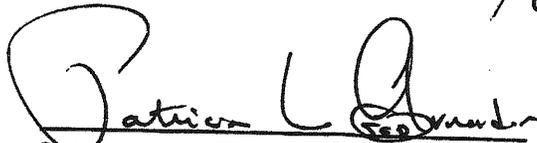
111 Beach Street

Pizza Napoli

667 Main Street


Christine Murphy, Town Clerk

Posted by:


Patricia L. Arnaudin, Police Chief

Posted: July 10, 2018
Dunaway Community Center
Ogunquit Post Office
Ogunquit Transfer Station
WOGT

OGUNQUIT

Beautiful Place by the Sea

OGUNQUIT LIQUOR LICENSE APPLICATION

NEW RENEWAL FOR THE YEAR: 2018
 CURRENT LICENSE EXPIRATION DATE: 7/13/18

BUSINESS NAME: Banditos Mexican Grill
 APPLICANT: Judy Dennis
 EMAIL: judydennis@banditosmexican.com
 BUSINESS REG #: 2018-28 ISSUE DATE: 4-6-18 MAP: 6 LOT: 69
 OCCUPANCY LOAD ESTABLISHED BY THE OGUNQUIT FIRE CHIEF: 32 inside 52 outside

NOTE - SPECIAL ATTENTION

Applicants must procure the signatures of the following Town Officials, submit an original drawing at a scale of one inch (1") equals ten feet (10') of all areas on the premises which are open to the public and return said drawing with this completed application to the Town Clerk before a public hearing can be scheduled by the Select Board. APPLICATIONS MUST BE SUBMITTED NINETY (90) DAYS PRIOR TO THE EXPIRATION OF THE EXISTING LICENSE.

| TITLE | SIGNATURE | APPROVAL | | REPORT ATTACHED | | DATE |
|--------------|-------------------------|-------------------------------------|--------------------------|-------------------------------------|-------------------------------------|------------|
| | | YES | NO | YES | NO | |
| Police Chief | <i>Peter J. Brennan</i> | <input checked="" type="checkbox"/> | <input type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/> | 06-15-2018 |
| Fire Chief | <i>Mark Brian</i> | <input checked="" type="checkbox"/> | <input type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/> | 6-15-18 |
| Code Officer | <i>J.H.</i> | <input checked="" type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input checked="" type="checkbox"/> | 6-14-18 |

ATTENDANCE AT PUBLIC HEARING IS REQUIRED PLEASE READ THE FOLLOWING CAREFULLY BEFORE SIGNING

I, the undersigned applicant, acknowledge there has been no change to the business noted above by way of ownership, partnership, location, nature of business or structural change(s) to the building(s) housing the business. Knowingly supplying false information on this application is a Class D offense under the Criminal Code and is punishable by confinement of up to one (1) year or by a monetary fine of up to \$500 or both.

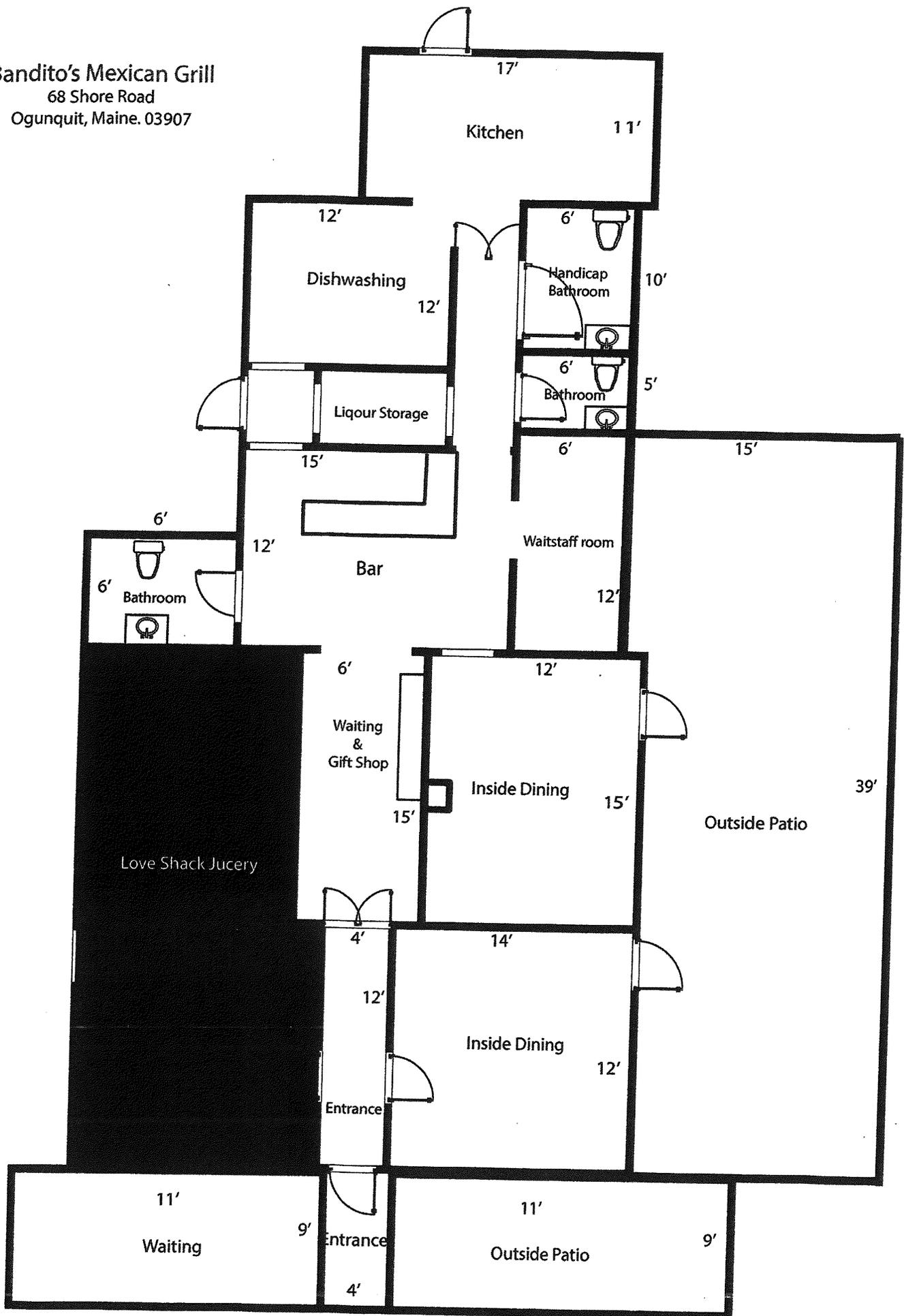
Judy Dennis

 APPLICANTS SIGNATURE

FOR OFFICE USE ONLY

Application Fee: \$200 Date Paid: 6/4/2018 Check/Cash Check #: 1781
 Background Check Fee: \$ 42 (\$21.00 per person listed on application)
 Business Reg. Fee: \$150.00 Paid prior to Liquor Application? YES NO
 TOTAL PAID WITH APPLICATION: \$ _____ Received by: _____
 (Town Clerk's Office)
 DATE POSTED: 7/10/18 DATE HEARD: 7/17/2018 APPROVED _____ DENIED _____

Bandito's Mexican Grill
68 Shore Road
Ogunquit, Maine. 03907



Shore Road

OGUNQUIT

Beautiful Place by the Sea

OGUNQUIT LIQUOR LICENSE APPLICATION

| | | |
|---|---|--------------------------------|
| NEW <input type="checkbox"/> | RENEWAL <input checked="" type="checkbox"/> | FOR THE YEAR: <u>2018-2019</u> |
| CURRENT LICENSE EXPIRATION DATE: <u>7-11-18</u> | | |

BUSINESS NAME: Beach Lobster House

APPLICANT: Beach Lobster House Ogunquit, LLC

EMAIL: [redacted]

BUSINESS REG #: A3A ISSUE DATE: 3/15/18 check date MAP: 7-85 LOT:

OCCUPANCY LOAD ESTABLISHED BY THE OGUNQUIT FIRE CHIEF: 176

NOTE - SPECIAL ATTENTION

Applicants must procure the signatures of the following Town Officials, submit an original drawing at a scale of one inch (1") equals ten feet (10') of all areas on the premises which are open to the public and return said drawing with this completed application to the Town Clerk before a public hearing can be scheduled by the Select Board. APPLICATIONS MUST BE SUBMITTED NINETY (90) DAYS PRIOR TO THE EXPIRATION OF THE EXISTING LICENSE.

| TITLE | SIGNATURE | APPROVAL | | REPORT ATTACHED | | DATE |
|--------------|--------------------|-------------------------------------|--------------------------|-------------------------------------|-------------------------------------|------------|
| | | YES | NO | YES | NO | |
| Police Chief | <i>Peterson</i> | <input checked="" type="checkbox"/> | <input type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/> | 06-15-2018 |
| Fire Chief | <i>Albin</i> | <input checked="" type="checkbox"/> | <input type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/> | 6-15-18 |
| Code Officer | <i>[Signature]</i> | <input checked="" type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input checked="" type="checkbox"/> | 6-14-2018 |

ATTENDANCE AT PUBLIC HEARING IS REQUIRED

PLEASE READ THE FOLLOWING CAREFULLY BEFORE SIGNING

I, the undersigned applicant, acknowledge there has been no change to the business noted above by way of ownership, partnership, location, nature of business or structural change(s) to the building(s) housing the business. Knowingly supplying false information on this application is a Class D offense under the Criminal Code and is punishable by confinement of up to one (1) year or by a monetary fine of up to \$500 or both.

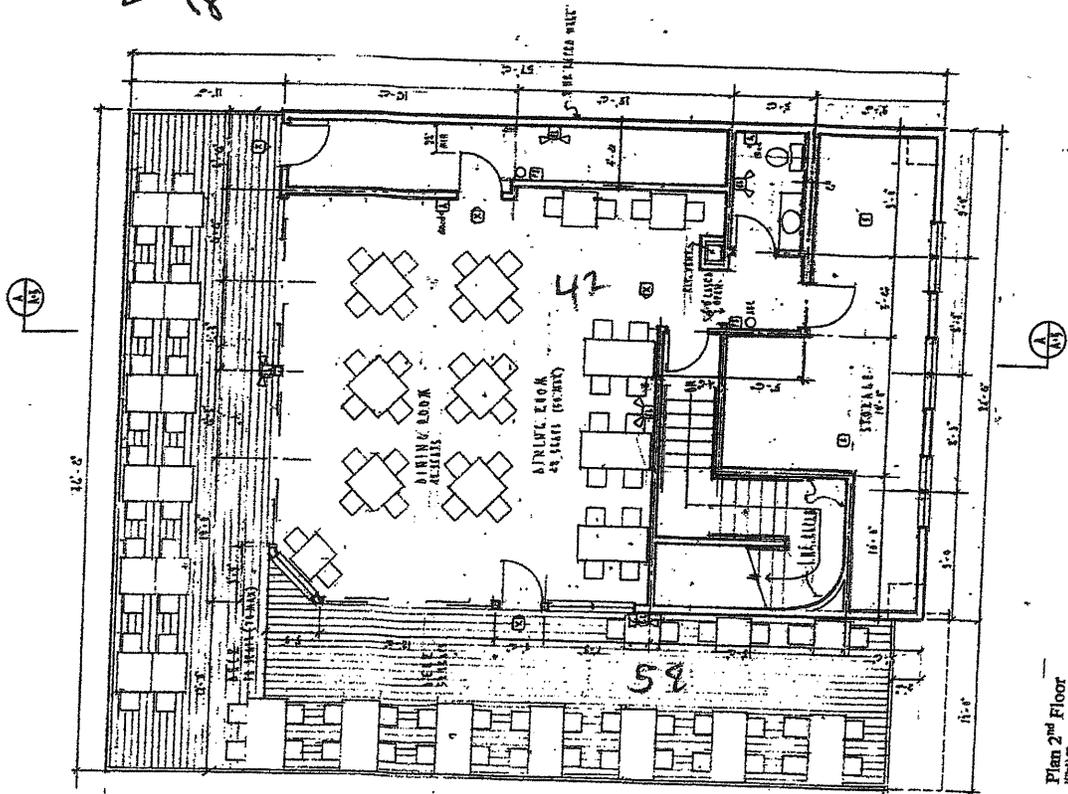
[Signature]

 APPLICANTS SIGNATURE

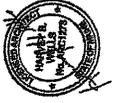
FOR OFFICE USE ONLY

| | | | |
|---|---|--|-----------------------|
| Application Fee: \$200 | Date Paid: <u>6/7/18</u> | Check/Cash | Check #: <u>1859</u> |
| Background Check Fee: \$ <u>63.00</u> | (\$21.00 per person listed on application) | | |
| Business Reg. Fee: \$150.00 | Paid prior to Liquor Application? <input checked="" type="radio"/> YES <input type="radio"/> NO | | |
| TOTAL PAID WITH APPLICATION: \$ <u>263.00</u> | | Received by: <u>[Signature]</u> (Town Clerk's Office) | |
| DATE POSTED: <u>7/10/2018</u> | DATE HEARD: <u>7/17/2018</u> | APPROVED: <u>[Signature]</u> | DENIED: <u> </u> |

Deck 70max
2nd Floor Dining 50max



Plan 2nd Floor
Dining



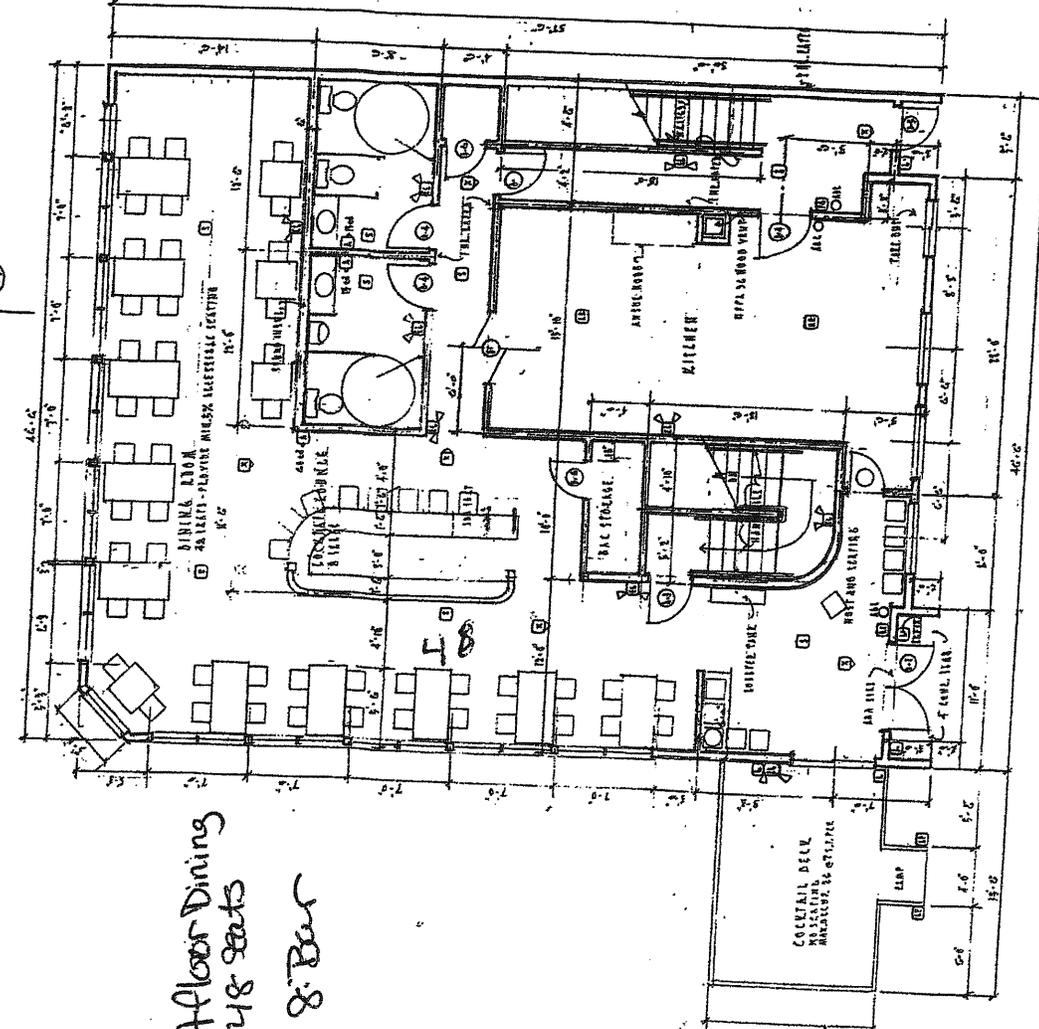
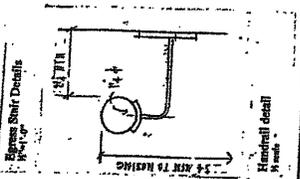
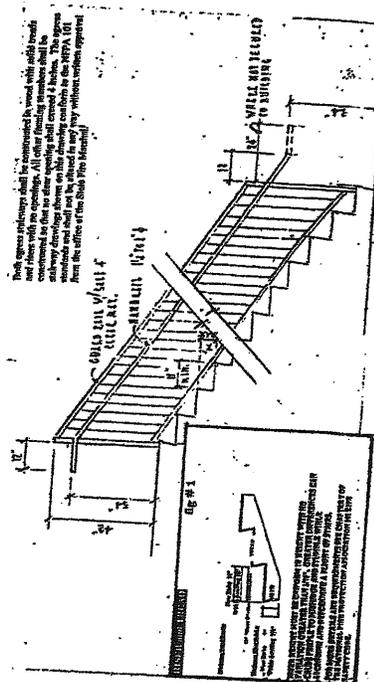
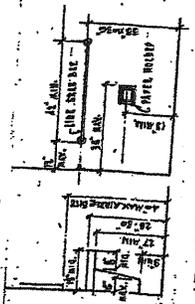
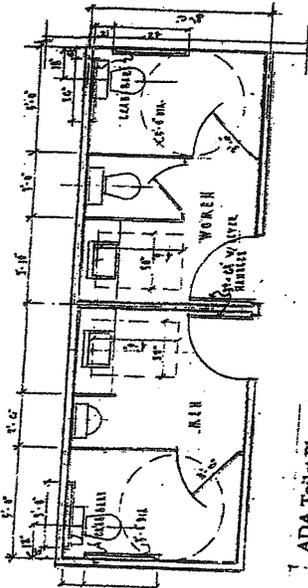
A2

Blue Water Inn
111 Beach Street
Ogunquit, Maine

REVISIONS
DATE
BY

REVISIONS
DATE
BY

- Symbols Legend**
- Ⓜ Pull Station
 - Ⓝ Smoke Detector
 - Ⓢ Emergency Light
 - Ⓛ Lighted Exit Sign
 - Ⓜ Audio-Visual Alarm
 - Ⓜ ABC Fire Extinguisher
 - Ⓜ Rate of Rise Detector
 - Ⓜ Recessed Exit Sign
 - Ⓜ Lamp post light fixture
- Notes:**
- All battery units shall be hard wired for charging.
 - All units shall be wired for the building emergency system.
 - The building shall be provided with a water main and fire hydrant system.



Plan 1st Floor

OGUNQUIT

Beautiful Place by the Sea

7/3/2018
@ 10:00am

OGUNQUIT LIQUOR LICENSE APPLICATION

NEW RENEWAL FOR THE YEAR: 2018
CURRENT LICENSE EXPIRATION DATE: 7/31/17

BUSINESS NAME: Extraordinaire Grap LLC dba Pizza Napoli
APPLICANT: Robert T. Poles and Michael P. Fogarty
EMAIL: 3M
BUSINESS REG #: 2018-265 ISSUE DATE: 2/13/17 MAP: 12 LOT: 19-1
OCCUPANCY LOAD ESTABLISHED BY THE OGUNQUIT FIRE CHIEF: 83 - 40 in, 43 out

NOTE - SPECIAL ATTENTION

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| TITLE | SIGNATURE | APPROVAL | | REPORT ATTACHED | | DATE |
|--------------|-----------|-------------------------------------|--------------------------|-------------------------------------|-------------------------------------|------------|
| | | YES | NO | YES | NO | |
| Police Chief | | <input checked="" type="checkbox"/> | <input type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/> | 07-12-2018 |
| Fire Chief | | <input checked="" type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input checked="" type="checkbox"/> | 7/11/2018 |
| Code Officer | | <input checked="" type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input checked="" type="checkbox"/> | 7.13.2018 |

ATTENDANCE AT PUBLIC HEARING IS REQUIRED

PLEASE READ THE FOLLOWING CAREFULLY BEFORE SIGNING

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APPLICANTS SIGNATURE

FOR OFFICE USE ONLY

Application Fee: \$200 Date Paid: 6/29/18 Check/Cash: Check #: 1370
Background Check Fee: \$ 42 (\$21.00 per person listed on application)
Business Reg. Fee: \$150.00 Paid prior to Liquor Application? YES NO
TOTAL PAID WITH APPLICATION: \$ 242.00 Received by:
(Town Clerk's Office)
DATE POSTED: 7/3/18 DATE HEARD: 7/3/18

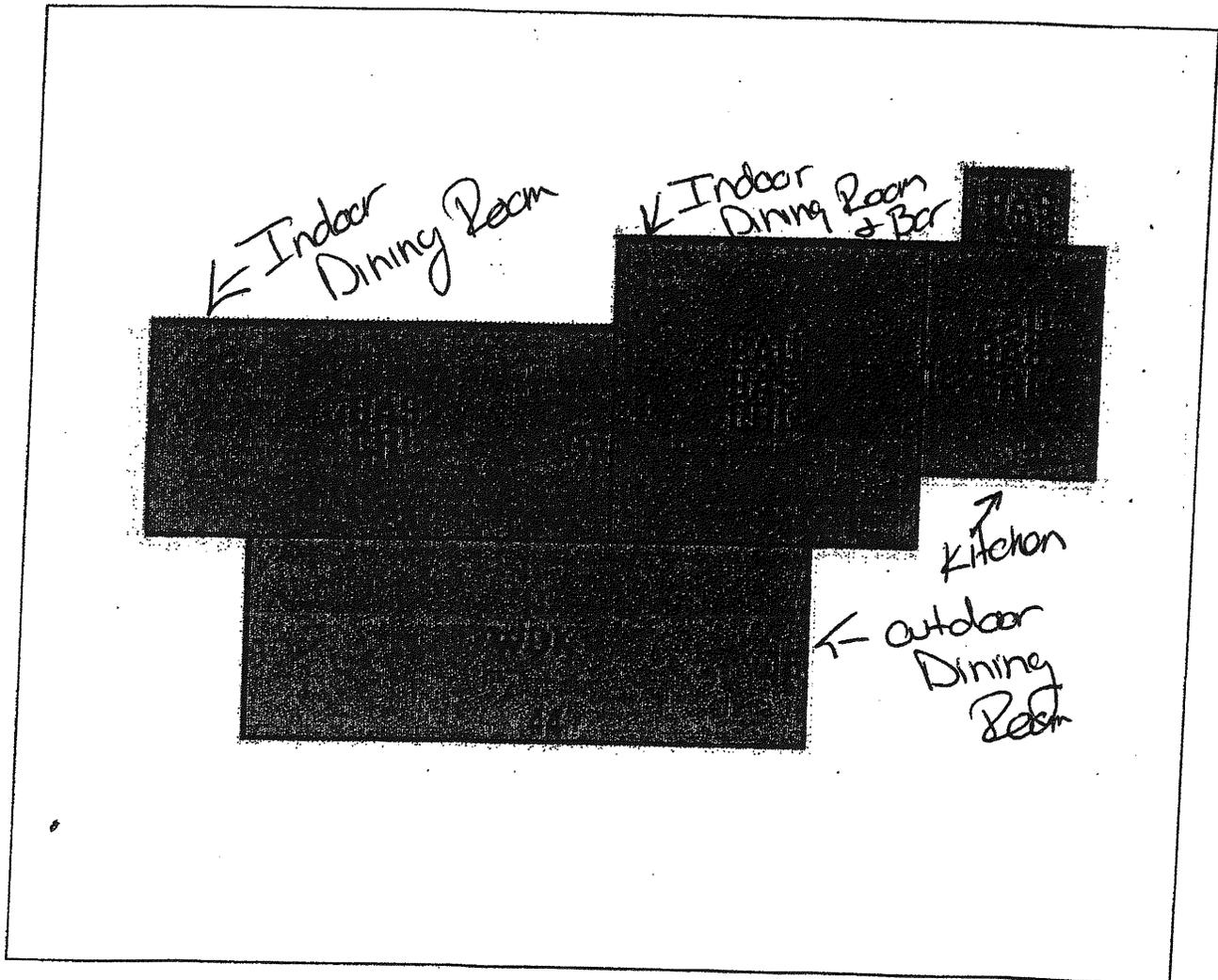
Bureau of Alcoholic Beverages and Lottery Operations
Division of Liquor Licensing & Enforcement
8 State House Station, Augusta, ME 04333-0008
10 Water Street, Hallowell, ME 04347
Tel: (207) 624-7220 Fax: (207) 287-3434
Email Inquiries: MaineLiquor@maine.gov

| DIVISION USE ONLY | |
|--------------------------|--------------|
| <input type="checkbox"/> | Approved |
| <input type="checkbox"/> | Not Approved |
| BY: | |

ON PREMISE DIAGRAM

In an effort to clearly define your license premise and the area that consumption and storage of liquor is allowed. The Division requires all applicants to submit a diagram of the premise to be licensed in addition to a completed license application.

Diagrams should be submitted on this form and should be as accurate as possible. Be sure to label the areas of your diagram including entrances, office area, kitchen, storage areas, dining rooms, lounges, function rooms, restrooms, function rooms, decks and all areas that you are requesting approval from the Division for liquor consumption.





Appointments
&
Resignations

2018 Board and Committee Appointments

Bicycle-Pedestrian Committee:

| | | |
|------------------|---------------------------|------------|
| Charley Laflamme | Full Member | 06/30/2021 |
| Bob McBreen | 1 st Alternate | 06/30/2019 |
| Bruce Byorkman | 2 nd Alternate | 06/30/2019 |

Board of Assessment Review:

| | | |
|---------------|---------------------------|------------|
| Kirk Lavoie | 1 st Alternate | 06/30/2019 |
| Elaine Cooper | 2 nd Alternate | 06/30/2019 |

Cable TV Committee:

| | | |
|--------------|-------------|------------|
| Carole Aaron | Full Member | 06/30/2021 |
|--------------|-------------|------------|

Conservation Commission:

| | | |
|--------------------------|-------------|------------|
| Cindy Douglass | Full Member | 06/30/2021 |
| Laura Breen Brogan (new) | Full Member | 06/30/2021 |

Harbor Committee:

| | | |
|-------------|---------------------------|------------|
| John Gordon | Full Member | 06/30/2021 |
| Jay Smith | 1 st Alternate | 06/30/2019 |

Heritage Museum Committee:

| | | |
|----------------------|---------------------------|------------|
| Susan Meffert | Full Member | 06/30/2021 |
| Jay Smith | Full Member | 06/30/2021 |
| John Ross | Full Member | 06/30/2021 |
| Marc Saulnier | 1 st Alternate | 06/30/2019 |
| Sarah Lefferts (new) | 2 nd Alternate | 06/30/2019 |

Historic Preservation Commission:

| | | |
|-----------------|---------------------------|------------|
| Marcia Williams | Full Member | 06/30/2021 |
| Marsha Northrop | 1 st Alternate | 06/30/2019 |

Performing Arts Committee:

| | | |
|------------------|-------------|------------|
| Vincent D'Errico | Full Member | 06/30/2021 |
| Steve Einstein | Full Member | 06/30/2021 |

2018 Board and Committee Appointments

Planning Board:

| | | |
|--------------------|---------------------------|------------|
| Jackie Bevins | Full Member | 06/30/2021 |
| Mark MacLeod | Full Member | 06/30/2021 |
| Priscilla Botsford | 1 st Alternate | 06/30/2019 |

Shellfish Conservation Commission:

| | | |
|---------------|---------------------------|------------|
| Arthur Damren | Full Member | 06/30/2021 |
| Craig Thiede | Full Member | 06/30/2021 |
| Chris Perry | 1 st Alternate | 06/30/2019 |

Zoning Board of Appeals:

| | | |
|--------------|---------------------------|------------|
| Michael Horn | Full Member | 06/30/2021 |
| Carole Aaron | 1 st Alternate | 06/30/2019 |

Boards Committees

| BOARD/COMMITTEE LIST | TERM | STATUS |
|--------------------------------------|-------------|-------------------|
| BIKE-PEDESTRIAN COMMITTEE | | |
| Charles LaFlamme | 2018 | Member-Chair |
| Gregory Testa | 2018 | Member |
| Jennifer Walker | 2019 | Member |
| John Cavaretta | 2019 | Member |
| Priscilla Botsford | 2020 | Member |
| Bob McBreen | 2018 | 1st Alternate |
| Bruce Byorkman | 2018 | 2nd Alternate |
| Chamber of Commerce | | Liasion |
| Patricia Arnaudin, Police Chief | | Liasion |
| Town Manager | | Liasion |
| Robert Winn, Select Board Member | | Liasion |
| BOARD OF ASSESSMENT REVIEW | | |
| Paul Breen | 2020 | Member |
| Lindsey Perry | 2020 | Member |
| Peter Kahn | 2020 | Member |
| Kirk Lavoie | 2018 | 1st Alternate |
| Elaine Cooper | 2018 | 2nd Alternate |
| BOARD OF SELECTMEN | | |
| Richard A. Dolliver | 2019 | Member |
| Madeline Mooney | 2020 | Member |
| Charles L. Waite, III | 2020 | Member-Chair |
| John Daley | 2021 | Member |
| Robert N. Winn, Jr. | 2021 | Member-Vice Chair |
| BUDGET REVIEW COMMITTEE | | |
| Carole Aaron | 2019 | Member |
| Mark MacLeod | 2020 | Member |
| William Sawyer | 2020 | Member |
| Lindsey Perry | 2021 | Member |
| Frederick Lynk | 2021 | Member |
| Vacant | | 1st Alternate |
| Vacant | | 2nd Alternate |
| John Daley | | Liasion |
| CABLE TV REGULATORY COMMITTEE | | |
| Carole Aaron | 2018 | |
| Marjorie Katz | 2019 | |
| Vacant | 2020 | |
| CONSERVATION COMMISSION | | |
| Glenn Deletetsky | 2018 | Member |
| Cynthia Douglass | 2018 | Member |
| William J. Lee | 2019 | Member |
| William Baker | 2020 | Member |

Boards Committees

| | | |
|---|------|-------------------|
| J. Douglas Mayer | 2020 | Member |
| Pamela Sawyer | 2020 | Member |
| William Woods | 2019 | Member |
| Vacant | 2018 | 1st Alternte |
| Vacant | 2018 | 2nd Alternate |
| Madeline Mooney | 2020 | Liason |
| HERITAGE MUSEUM COMMITTEE | | |
| Jay Smith | 2018 | Member |
| Robin L. Fagerlund | 2018 | Member |
| Susan Meffert | 2018 | Member |
| L.F. "Sonny" Perkins | 2019 | Member |
| Charlotte M. Tragard | 2019 | Member |
| Gary Littlefield | 2020 | Member |
| Eva Nudelman | 2020 | Member |
| Patricia Weare | 2020 | Member |
| Peter Woodbury | 2020 | Member |
| John Ross | 2018 | 1st Alternate |
| Marc Saulnier | 2018 | 2nd Alternate |
| HISTORIC PRESERVATION COMMISSION | | |
| Marcia Williams | 2018 | Member |
| Helen Horn | 2019 | Member |
| Leonard Wyman | 2019 | Member |
| Sumner Nystedt | 2020 | Member - Chair |
| Jerry DeHart | 2020 | Member |
| Marsha Northrop | 2018 | 1st Alternate |
| Kerry Ellen Enright | 2018 | 2nd Alternate |
| Madeline Mooney | 2020 | Liason |
| MARGINAL WAY COMMITTEE | | |
| Vacant | 2018 | Member |
| Kristen Arnold | 2018 | Member |
| Paul Breen | 2019 | Member |
| Vacant | 2019 | Member |
| Louesa Gillespie | 2020 | Member |
| Joan Griswold | 2020 | Member |
| Jim Oliver | 2020 | Member |
| Vacant | 2018 | 1st Alternate |
| Vacant | 2018 | 2nd Alternate |
| PARKS & RECREATION COMMITTEE | | |
| Vacant | 2018 | Member |
| Timothy Pasterczyk | 2018 | Member |
| Lauren Fogarty | 2019 | Member |
| Charlene Taubert | 2019 | Member |
| Michelle Low | 2020 | Member-Chair |
| Jason Corbin | 2020 | Member-Vice Chair |

Boards Committees

| | | |
|--------------------------------------|------|-------------------|
| Boriana Dolliver | 2020 | Member |
| Charles L. Waite, III | 2020 | Liason |
| PERKINS COVE HARBOR COMMITTEE | | |
| John "Jack" Gordon | 2018 | Member |
| Robert McIntire | 2018 | Member |
| Steven Perkins | 2019 | Member |
| William "Tim" Tower III* | 2019 | Member |
| Percy Stevens, Jr. | 2020 | Member |
| Jay Smith | 2018 | 1st Alternate |
| Josh Audet | 2018 | 2nd Alternate |
| PERFORMING ARTS COMMITTEE | | |
| Steve Einstein | 2018 | Member |
| Edwin Seppa | 2018 | Member |
| Judith Yates | 2018 | Member |
| Lesley Mathews | 2019 | Member |
| Janel Lundgren | 2019 | Member |
| Vacant | 2019 | Member |
| Miki Ann Boyd | 2020 | Member |
| Patricia Mason | 2020 | Member |
| Eva Nudelman | 2020 | Member |
| Vacant | 2020 | Member |
| Vincent D'Errico | 2018 | 1st Alternate |
| Charlotte Streeter | 2018 | 2nd Alternate |
| Charles L. Waite, III | 2020 | Liason |
| PLANNING BOARD | | |
| Jacqueline Bevins | 2018 | Member |
| Mark MacLeod | 2018 | Member |
| Rusty (Albert) Hayes | 2019 | Member-Vice Chair |
| Steve Wilkos | 2020 | Member-Chair |
| Muriel Freedman | 2020 | Member |
| Priscilla Botsford | 2018 | 1st Alternate |
| Vacant | 2018 | 2nd Alternate |
| RECYCLING COMMITTEE | | |
| William Bradley Booth | 2018 | Member |
| Barbara Early | 2018 | Member |
| Vacant | 2019 | Member |
| Vacant | 2020 | Member |
| Vacant | 2020 | Member |
| Vacant | 2018 | 1st Alt. |
| Vacant | 2018 | 2nd Alt. |
| SHELLFISH CONSERVATION COM. | | |
| Arthur Damren | 2018 | Member-Chair |
| Craig Thiede | 2018 | Member |
| Leonard Wyman | 2019 | Member |

Boards Committees

| | | |
|--------------------------------|-------------|---------------|
| George Cundiff | 2019 | Member |
| Everett Leach | 2020 | Member |
| Chris Perry | 2018 | 1st Alternate |
| Vacant | 2018 | 2nd Alternate |
| SMRPC | | |
| | | SB Chair |
| | | PB Chair |
| ZONING BOARD OF APPEALS | | |
| Michael Horn | 2018 | Member |
| J. Douglas Mayer | 2019 | Member |
| Peter L. Griswold | 2019 | Member |
| Jerry DeHart | 2020 | Member |
| Jay Smith | 2020 | Member-Chair |
| Carole Aaron | 2018 | 1st Alternate |
| Glenn Deletetsky | 2018 | 2nd Alternate |



New Business



PROFESSIONAL SERVICES AGREEMENT

I. PARTIES TO THE AGREEMENT

This Agreement, dated _____, is to retain professional consulting services for the **Town of Ogunquit, Maine (the Client)**, to be provided by **Municipal Resources, Inc. (MRI)**, and is lawfully entered into between the Town of Ogunquit, Maine, by its authorized representative, Patricia Finnigan, Town Manager, and MRI by its authorized representative, Alan S. Gould, President.

II. SCOPE OF WORK

MRI will provide Professional Consulting Services in the assessment of real property and personal property pursuant to the applicable provisions of Title 36 of the Maine Revised Statutes Annotated.

General Assessing Services

In each year of the agreement MRI will:

1. Provide a Maine Certified Assessor(s), to be sworn as the Town's Contract Assessor, to calculate the valuation of taxable real properties within the Town of Ogunquit, as may be requested by the Town Manager, in accordance with the classifications and procedures established by the State Tax Assessor.
2. Be responsible for appraising and assessing real and personal property for taxation within the Town. Work involves fieldwork in the review of existing and new properties, reconstruction and demolition that has occurred since April 1 and has not been previously assessed; analytical and administrative work to maintain and update values for properties.
3. "Pick-ups" - Ensure that all real property which has been subdivided or improved (whether by issuance of a building permit or by other construction means) since the last inspection or valuation is recalculated in accordance with assessing industry standards and applicable State rules.
4. Review and provide recommendations on all abatement applications.

5. Review materials prepared by the Assistant Assessor including but not limited to Maine Revenue Service required forms.
6. Review and approve any changes of value for any real property.
7. Attend meetings of the Board of Assessment Review when requested, and otherwise defend valuation decisions before said Board and other judicial or quasi-judicial proceedings.
8. To the extent there is interest and opportunity, provide training and mentoring to the Town's Assistant Assessor.

We believe the work outlined above can be completed by a Certified Maine Assessor in an average of 14 hours per month, or 168 hours per year. If the total work effort becomes such that the time required is significantly different (by 15%) requiring more or less than an average of 14 hours per month the Town and MRI will agree to modify the charge for General Assessing Services. A detailed report of staff activity will be provided monthly.

Staff time for fieldwork associated with pick-ups will be billed separately on a flat fee basis. Field work will be scheduled to ensure that all work is completed within the time frames necessary to comply with all elements of the annual tax commitment process.

Cyclical Inspections

In years two and three of the agreement MRI will:

1. Initiate a program to inspect all real property for records accuracy by means of site visits, measure & listing, and photographing approximately twenty-five percent (25%) of the properties in Town in any given year, so that all properties will have been inspected and field verified at least once within a four-year cycle.
2. Any changes to the property descriptions will be data entered into the Vision CAMA System by the Assistant Assessor, with oversight and review from MRI.

Staff time for fieldwork associated with cyclical inspections will be billed on a flat fee basis. Field work will be scheduled to ensure that all work is completed within the time frames necessary; however this time may vary from month to month due to workload and seasonal demands.

With regard to fieldwork for pick-ups and cyclical inspections, MRI will make an initial visit to each property; if someone is present at the time of the visit, an interior inspection will be attempted. However, in all cases, MRI will measure the exterior of the improvements except



where it is inappropriate. In those cases where the interior is not viewed on the initial visit, a list will be provided to enable the Town staff to send a letter requesting an appointment for an interior inspection. If no interior inspection is accommodated by the property owner, MRI will estimate the interior on the basis of the best information available and annotate the property card accordingly.

Responsibilities of the Town of Ogunquit

It is understood that the Town's Assistant Assessor will:

1. Enter and maintain data in the Town's computerized assessing system (Vision), and that current data is available to taxpayers when needed. Changes of value to be verified by MRI.
2. Enter and maintain data for parcels which have been subdivided or improved including; deed plotting and computerized structure sketching. Values to be verified by MRI.
3. Process applications for tax abatements and property exemptions for review and approval/denial by the Contract Assessor. Assist taxpayers in preparation and completion of the forms for same. Assist the Contract Assessor with evaluating individual applications, meeting deadlines, performing on-site property inspections, evaluation of comparable properties, and review of file documents prior to submission to the Contract Assessor for review and recommendation.
4. Process Homestead and Veterans exemptions.
5. Maintain a proficient working knowledge of: State and Federal Laws and Policies. Ogunquit's Tax Standards, VISION software, GIS applications, spreadsheets for property improvements and sales.
6. Maintain a monthly listing (Assessed Values, Sold Values, Buyer's Name and Address and Property ID of all transferred property).
7. Maintain a listing of new lots created and number of new homes assessed on a yearly basis. Maintain a monthly listing of increased/decreased values based on new construction, additions and remodeling.
8. Meet with taxpayers on a drop-in basis, schedule appointments and telephone calls to: supply information regarding Ogunquit's operations, policies & procedures, address questions, concerns, dispense information from assessing system and process complaints relative to assessment.



9. Daily clerical, secretarial and administrative assistance duties regarding property related municipal services such as: Code Enforcement, Inspections, Town Planning and Zoning.
10. Maintain the Assessors calendar of yearly commitments.
11. Assist with the yearly preparation of commitment for the Town of Ogunquit.
 - a. Prepare reports from Vision for the commitment.
 - b. Check assessments for taxpayers who have received supplemental assessments or abated valuations.
 - c. Proof tax maps and confirm that all new parcels are in the record and acreage & building adjustments due to transfers have been appropriately adjusted and that parcel count is correct and matches the commitment documents.
 - d. Print valuation & commitment.
12. Prepare LD-1 for review by Contract Assessor and send to the State Planning Office.
13. Assist the Contract Assessor with annual Tax Rate Calculations provided to the Town Manager, including overlay proposals.
14. Issue annual supplements & abatements that have been approved by the Contract Assessor.
15. Price tree growth/open space & farmland. (Does MRI do this?)
16. Keep Town Officials informed of pertinent State Laws, court decisions and changes in applicable rules, regulations and procedures which relate to municipal assessment and taxation matters, in conjunction with the Contract Assessor.
17. Act as E-911 Addressing Officer

III. FEES AND CHARGES

The annual fees indicated below will be paid in 12 equal monthly installments by the 15th of each month, along with any reimbursable charges or other extras (see Special Conditions). MRI will provide a detailed, itemized description of the services provided.



1. Fiscal Year 2018-19:

| | | |
|----------------------------|----------------------------|-----------------|
| General Assessing Services | 168 hrs @\$75 | \$12,600 |
| Pickups | Flat Fee 225 @ \$25/parcel | \$5,625 |
| | ANNUAL FLAT FEE | \$18,225 |

2. Fiscal Year 2019-20:

| | | |
|----------------------------|--|-----------------|
| General Assessing Services | 168 hrs @\$75 | \$12,600 |
| Pickups | Flat Fee 225 @ \$25/parcel | \$5,625 |
| Cyclical Inspections | Flat Fee 600 @ \$22/parcel (Residential and Commercial) | \$13,200 |
| | ANNUAL FLAT FEE | \$31,425 |

3. Fiscal Year 2020-21

| | | |
|----------------------------|--|-----------------|
| General Assessing Services | 144 hrs @\$75 | \$10,800 |
| Pickups | Flat Fee 225 @ \$25/parcel | \$5,625 |
| Cyclical Inspections | Flat Fee 600 @ \$22/parcel (Residential and Commercial) | \$13,200 |
| | Flat Fee - Timeshares Units – 961 cards | \$1,000 |
| | ANNUAL FLAT FEE | \$32,425 |

Special Conditions

1. The use of MRI staff's personal vehicles for in-town field work will be documented and billed at the IRS in effect at that time.
2. For preparation and presentation of the defense of values in appeals to the local Board of Assessment Review, the cost will be \$75 per hour, billed in addition to the flat fees above.
3. For the preparation and presentation of the defense of values above the local level, the cost will be \$125 per hour, except for the defense of utility values, where the cost will be \$175 per hour.
4. For additional or related services not covered in this agreement, the cost will be \$75 per hour.
5. This agreement has been negotiated based upon the State Statutes in effect at the signing of this agreement. If the statutes change such that more (or less) effort is required by MRI, both parties agree to renegotiate the Scope and Fees sections of this agreement to reflect the additional (or reduced) effort.



6. To the extent MRI may require assistance from the Town's software vendors, or others knowledgeable of the Town's assessing/tax collection practices the Town agrees to authorize use of these resources and to pay directly all costs for their services as may be incurred. MRI shall work to keep these costs as low as possible.

IV. MRI PERSONNEL

MRI proposes the following team to complete the Scope of Work above. MRI reserves the right to assign other qualified assessing personnel to this project for the same monthly cost with prior approval of the Town of Ogunquit.

Karen Fortier, CMA is a Certified Maine Assessor and will serve as the primary contact for this engagement. Prior to joining Municipal Resources in 2017, Karen served numerous Maine communities as a licensed real estate appraiser for 15 years. Karen received her BA from Boston University and has extensive customer service and sales experience. Karen serves MRI Assessing clients in Maine.

Paul McKenney, CNHA, CMA will serve as project manager. Paul has over 15 years' experience in mass appraisal, real estate, and assessing. He has served more than 100 communities in New Hampshire, Maine and Vermont, Massachusetts, Connecticut, and Rhode Island. Paul was previously the Assessor in Casco and North Yarmouth, ME. He is a New Hampshire DRA Certified Property Assessor Supervisor, a certified Maine Assessor (CMA) and NH Assessor (CNHA), certified as a Vermont Project Supervisor. Paul has attended the University of New Hampshire, Macintosh College, and New Hampshire College. He is a licensed New Hampshire Real Estate Broker. Paul has testified before a number of Boards of Assessors including the local, county, and state level. Paul has provided and revaluation services to MRI's Maine and NH clients since 2014.

Michael O'Leary will serve as data collector. Michael is a retired Certified Maine Assessor (CMA) and is currently a New Hampshire Department of Revenue Administration Certified Property Assessor Assistant. Prior to joining Municipal Resources in 2016, Michael provided valuation services to municipalities in Maine, New Hampshire, Vermont and Connecticut for over seven years. Michael also recently served as a Project Specialist, Public Assistance Coordinator and Task Force Lead for the Federal Emergency Management Agency (FEMA).

Joseph W. Lessard, Jr., CNHA, CMA will provide support as needed with appeals to the BOAR and superior court. Mr. Lessard was formerly the Assessment Administrator/Code Enforcement Officer for the City of Gardiner, Maine and served as Chief Assessor for the Towns of Windham, Maine and Salem, New Hampshire, before co-founding MRI in 1991. Having been involved in assessing for over 40 years, he has extensive experience in Assessing Management and departmental operations and procedures, as well as expert witness experience at both the



Board of Tax and Land Appeals and Superior Courts in New Hampshire, U.S. Federal Bankruptcy Court, and both the State of Maine Land Claims Commission and Board of Assessment Review. He is both a Certified Assessor and Certified General Appraiser in Maine and New Hampshire, approved as an Assessor Supervisor by NHDRA. He currently serves on the NH Assessing Standards Board.

Scott Marsh, CNHA will provide project oversight as needed. Scott has over 25 years' experience in the appraisal field, with the past 18 years providing assessing services to New Hampshire and Maine Communities for Municipal Resources. He has completed numerous appraisal and assessing courses and is a Certified New Hampshire Assessor and a New Hampshire Department of Revenue Certified Assessor Supervisor. He has appeared before the Board of Tax and Land Appeals and in court as an expert witness. Scott has been with MRI for over 18 years.

V. CONTACTS

Communications or correspondence related to any problems, issues, or changes required for this project shall be directed to the Client at the following address:

Patricia A. Finnigan, Town Manager
PO Box 875, 23 School Street
Ogunquit, ME 03907
(207) 646-6211 or townmanager@townofogunquit.org

VI. TERM

This agreement shall remain in force and effect from July 1, 2018 through June 30, 2021. Either party may terminate the Agreement without cause with 60 days advance written notice to the other party. This agreement is annually contingent on municipal funding at Town Meeting.

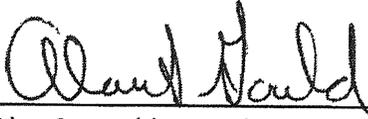
THIS CONTRACT IS SUBJECT TO THE PROVISIONS CONTAINED IN ADDENDUM I, ATTACHED HERETO AND INCORPORATED HEREWITH.

ACCEPTED AND AGREED:

**THE TOWN OF OGUNQUIT
BY TOWN MANAGER**

Patricia A. Finnigan, Town Manager
Date: _____

MUNICIPAL RESOURCES, INC.



Alan S. Gould, President
Date: June 21, 2018



ADDENDUM I

A. MUTUAL REPRESENTATIONS

MRI represents to the Client it is a duly constituted corporation under the laws of the State of New Hampshire and is authorized to do business within this State as a professional services corporation.

MRI has and will maintain in force an effect during this agreement, general commercial liability insurance coverage to protect the Client from accidents while MRI or its authorized representatives may cause to persons or property when performing under this agreement. Annual certificates of insurance coverage will be provided.

MRI has no liens or encumbrances which would adversely affect the ability of MRI to perform as stipulated under this agreement, its terms and conditions.

The Client's representative is authorized to enter into this agreement on behalf of the Client.

The Client is aware of no action, contemplated action, liability or other encumbrance which would limit or otherwise preclude the Client from freely entering into this agreement and compensating MRI for the services provided.

B. NOTICE OF CHANGE OF PERSONNEL

Except as otherwise provided below, the MRI consultants assigned to any scope of work or project will remain throughout the duration of that specific scope of work or project. MRI retains the right, and upon 30 days written notice, to remove from the project any of its consultants whom it believes can no longer suitably perform under its obligations to this agreement or any Supplement to it.

The Client, upon 30 days written notice, may request MRI to replace any of its consultants with another qualified representative.

C. ADMINISTRATION OF AGREEMENT MODIFICATIONS

In all cases where this agreement is modified or expanded a written Supplemental Scope of Work (Supplement) must be prepared which clearly defines the services to be provided and details the billing rates or amounts to be charged by MRI and paid by the Client. Supplements must be executed by the authorized representatives of the respective parties prior to any billable work being undertaken. The Supplement(s) shall identify:



- The MRI officer or principal responsible for the successful delivery of services and/or project completion and the client's contracting official(s) or officer(s);
- The specific details of the work to be performed;
- The MRI personnel to be assigned;
- The basis upon which MRI services are being retained, including the normal hourly rate(s), cost reduction considerations or the agreed upon fee(s) for the personnel assigned and/or the services provided;
- The Client's contact person responsible for administering the Supplement, activities or project and the associated reporting requirements; and
- Any special or other conditions such as time deadlines, special reporting requirements, budget limitations, or other similar constraints.

D. INDEMNIFICATION

MRI Indemnification. MRI, the "Indemnitor", shall defend, indemnify and hold harmless Ogunquit, and its officials and employees from and against any and all Losses incurred by the Ogunquit to the extent arising out of or relating to MRI alleged negligence or breach of its obligations or warranties set forth in this Agreement, in whole or in part, except to the extent such Losses are caused by negligent acts or omissions of the Ogunquit.

Ogunquit Indemnification. Ogunquit, the "Indemnitor", shall defend, indemnify and hold harmless MRI, its officials and employees from and against any and all Losses incurred by MRI arising out of or relating to Ogunquit negligence or breach of its obligations or warranties set forth in this Agreement, except to the extent such Losses are caused by the alleged negligent acts or omissions of MRI.

E. INSURANCE

MRI has in force and shall maintain throughout this engagement the following insurance:

1. **General Liability Insurance:** MRI shall maintain commercial general liability (CGL) and, if necessary, commercial umbrella insurance with a limit of not less than \$1,000,000 each occurrence covering liability arising from premises, operations, independent contractors, products-completed operations, personal injury (including employment practices liability) and advertising injury, and liability assumed under an insured contract (including the tort liability of another assumed in a business contract). If such CGL insurance contains a general aggregate limit, it shall apply separately to this project.

Client shall be named as an additional insured prior to beginning work and MRI shall furnish client with a Certificate(s) of Insurance executed by a duly authorized



representative of each insurer, showing compliance with the insurance requirements set forth above.

All Certificates shall provide for 30 days' written notice to the Client prior to the cancellation or material change of any insurance referred to thereon.

2. **Professional Liability Insurance:** MRI shall maintain professional liability and, if necessary, commercial umbrella liability insurance with a limit of not less than \$1,000,000 each wrongful act arising out of the performance or failure to perform professional services.
3. **Business Auto and Umbrella Liability Insurance:** If applicable, MRI shall maintain business auto liability and, if necessary, commercial umbrella liability insurance with a limit of not less than \$1,000,000 each accident. Such insurance shall cover liability arising out of any auto including owned, hired, and non-owned autos.
4. **Workers Compensation Insurance:** MRI shall maintain workers compensation and employers liability insurance. The commercial umbrella and/or employers liability limits shall not be less than \$1,000,000 each accident for bodily injury by accident or \$1,000,000 each employee for bodily injury by disease.

F. NON-SOLICITATION

The Client agrees that, for a period of one-year following the completion of the terms of this Agreement, they shall not, directly or indirectly, hire, solicit, or otherwise encourage any MRI personnel or affiliates assigned to this Agreement, to leave MRI's employment.

In the alternative, if the client should wish to hire any MRI personnel or affiliate assigned to this Agreement it agrees to compensate MRI with payment in the amount of 25% of that person's first year's total compensation package.

Initialed for Client: _____
Date: _____

Initialed for MRI: ASG
Date: June 21, 2018



120 Daniel Webster Highway
Meredith, NH 03253
www.mrigov.com



Telephone: (603) 279-0352
Toll Free: (866) 501-0352
all@mrigov.com

PROFESSIONAL SERVICES AGREEMENT

I. PARTIES TO THE AGREEMENT

This Agreement, dated 7/13/18, is to retain professional consulting services for the **Town of Wells, ME (the Client)**, to be provided by **Municipal Resources, Inc. (MRI)**, and is lawfully entered into between the Client, by its Town Manager, Jonathan Carter, and MRI, by its authorized representative, Alan S. Gould, President.

II. SCOPE OF WORK

MRI will assign Carol Murray, PE, to provide Interim Public Works Management Services to the Town of Wells and the Town of Ogunquit during the time that the Town is without sufficient staff to perform this function.

It is expected that Ms. Murray will be on-site an average of 40 hours per week to tend to the management and administrative needs of the Public Works Departments; however, the number of hours will be fluid, based upon community needs, meetings, workload, and weather conditions.

Ms. Murray's time will be split between the communities with an average of Town of Wells 60% / Town of Ogunquit 40%; however, it is understood that this ratio will be controlled by the Client, based on the Client's determination of needs of each community.

If at any time, the Client determines that the assigned consultant's services do not satisfy the needs of the Client, or if the consultant becomes injured, ill, or is otherwise unable to fulfill this scope of work, the Client may terminate this agreement with one day's advance notice, or request that MRI replace the assigned consultant with a similarly qualified individual, to the extent that MRI has someone available. In such event, MRI will cooperate and assist the Client in any way that ensures continued operations and a smooth transition.

III. INDEPENDENT CONTRACTOR STATUS

MRI is an independent contractor, and neither MRI nor MRI's employees or personnel are, or shall be deemed, the Client's employees. In its capacity as an independent contractor, MRI agrees and represents, and the Client agrees, as follows:

- MRI has the right to perform services for others during the term of this Agreement.
- MRI has the sole right to control and direct the means, manner, and method by which the services required by this Agreement will be performed.
- The services required by this Agreement shall be performed by MRI, MRI's employees, or contract personnel, and Client shall not hire, supervise, or pay any assistants to help MRI without prior approval of MRI.
- Neither MRI nor MRI'S employees or personnel shall be required by Client to devote full time to the performance of the services required by this Agreement.

MRI represents and warrants that its employees and contract personnel will comply with all federal, state, and local laws requiring drivers and other licenses, business permits, and certificates required to carry out the services to be performed under this Agreement.

Client will not:

- withhold FICA (Social Security and Medicare taxes) from MRI's payments or make FICA payments on MRI's behalf;
- make state or federal unemployment compensation contributions on MRI's behalf; or
- withhold state or federal income tax from MRI's payments.

MRI shall pay all taxes incurred while performing services under this Agreement—including all applicable income taxes and, if MRI is not a corporation, self-employment (Social Security) taxes. Upon demand, MRI shall provide Client with proof that such payments have been made.

MRI understands that neither MRI nor MRI's employees or contract personnel are eligible to participate in any employee pension, health, vacation pay, sick pay, or other fringe benefit plan of Client.

Client shall make no state or federal unemployment compensation payments on behalf of MRI or MRI's employees or contract personnel. MRI will not be entitled to these benefits in connection with work performed under this Agreement.

Client shall not obtain workers' compensation insurance on behalf of MRI or MRI's employees. If MRI hires employees to perform any work under this Agreement, MRI will cover them with workers' compensation insurance to the extent required by law and provide Client with a certificate of workers' compensation insurance before the employees begin the work.



Client shall not provide insurance coverage of any kind for MRI or MRI's employees or contract personnel. MRI shall obtain the following insurance coverage and maintain it during the entire term of this Agreement, and name the Client as an additional insured:

- Automobile liability insurance for each vehicle used in the performance of this Agreement -- including owned, non-owned (for example, owned by MRI's employees), leased, or hired vehicles -- in the minimum amount of \$1,000,000 combined single limit per occurrence for bodily injury and property damage.
- Comprehensive or commercial general liability insurance coverage in the minimum amount of \$1,000,000 combined single limit, including coverage for bodily injury, personal injury, broad form property damage, contractual liability, and cross-liability.

Before commencing any work, MRI shall provide Client with proof of this insurance and with proof that Client has been made an additional insured under the policies.

IV. FEES AND CHARGES

Our services will be provided for an annual fee of **\$135,000.00** for 50 weeks of work which includes all costs. The following parties will be responsible for the fees:

Town of Wells, ME

The Town of Wells, ME will be responsible for **\$6,750.00** per month (60% of total monthly fee), however this portion may change at the direction of the Client.

Town of Ogunquit, ME

The Town of Ogunquit, ME will be responsible for **\$4,500.00** per month (40% of total monthly fee), however this portion may change at the direction of the Client.

Should the Town of Ogunquit not require the services outlined in this agreement, the Town of Wells agrees to assume the full services and associated monthly costs.

The annual fee will be invoiced in 12 monthly installments, the month after the services are performed. Payments will be made within thirty days of receipt of invoice unless otherwise agreed.

Retainer

Upon execution of this agreement the client agrees to pay a retainer of 10% of the annual fee (**\$13,500.00**). These funds will be applied as an invoice credit upon completion of the agreement. If the agreement is terminated early, MRI may apply the retainer to any out of pocket expenses or financial commitments assumed by MRI specifically for this engagement. Any remainder that is not required to pay such expenses will be refunded to the Client. The Client acknowledges that it is not entitled to any interest on the retainer.



V. MRI PERSONNEL IN CHARGE

Alan S. Gould, President, will serve as Principal-In-Charge of this engagement. Carol Murray will serve as MRI's Project Representative, interfacing directly with the Client.

Communications or correspondence related to any problems, issues, or changes required for this project shall be directed to the Client at the following address:

| | |
|---|--|
| Town of Wells, ME Jonathan Carter, Town Manager Town of Wells, ME 208 Sanford Road Wells, ME 04090 (207) 646-5113 or jcarter@wellstown.org | Town of Ogunquit, ME Patricia A. Finnigan, Town Manager PO Box 875, 23 School Street Ogunquit, ME 03907 (207) 646-6211 or townmanager@townofogunquit.org |
|---|--|

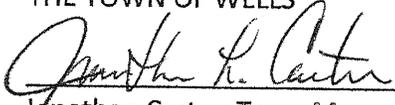
VI. TERM

This agreement shall remain in force and for a period of one (1) year from the execution date unless terminated by either party or extended by mutual agreement.

THIS AGREEMENT IS SUBJECT TO THE PROVISIONS CONTAINED IN ADDENDUM I, ATTACHED HERETO AND INCORPORATED HEREWITH.

ACCEPTED AND AGREED

THE TOWN OF WELLS


Jonathan Carter, Town Manager
Date: 7/13/18

MUNICIPAL RESOURCES, INC.

Alan S. Gould, President
Date: _____

THE TOWN OF OGUNQUIT

Patricia A. Finnigan, Town Manager
Date: _____



ADDENDUM I

A. MUTUAL REPRESENTATIONS

MRI represents to the Client it is a duly constituted corporation under the laws of the State of New Hampshire and is authorized to do business within the State of Maine as a professional services corporation.

MRI has in force and effect general commercial liability and errors and omissions insurance coverage to protect the Client from accidents which MRI or its authorized representatives may cause to persons or property or from professional errors or omissions when performing under this agreement.

MRI has no liens or encumbrances which would adversely affect the ability of MRI to perform as stipulated under this agreement, its terms, and conditions.

The Client represents to MRI that sufficient funds have been appropriated so it may retain and compensate MRI for the services provided for herein.

The Client's representative is authorized to enter into this agreement on behalf of the Client.

The Client is aware of no action, contemplated action, liability or other encumbrance which would limit or otherwise preclude the Client from freely entering into this agreement and compensating MRI for the services provided.

B. NOTICE OF CHANGE OF PERSONNEL

Except as otherwise provided below, the MRI consultants assigned to any scope of work or project will remain throughout the duration of that specific scope of work or project. MRI retains the right, upon 30 days written notice, to remove from the project any of its consultants whom it believes can no longer suitably perform under its obligations to this agreement or any Supplement to it.

The Client, may request MRI to replace any of its consultants with another qualified representative at any time.

C. ADMINISTRATION OF AGREEMENT MODIFICATIONS

In all cases where this agreement is modified or expanded a written Supplemental Scope of Work (Supplement) must be prepared which clearly defines the services to be provided and details the billing rates or amounts to be charged by MRI and paid by the Client. Supplements must be executed by the authorized representatives of the respective parties prior to any billable work being undertaken. The Supplement(s) shall identify:



- The MRI officer or principal responsible for the successful delivery of services and/or project completion and the client's contracting official(s) or officer(s);
- The specific details of the work to be performed;
- The MRI personnel to be assigned;
- The basis upon which MRI services are being retained, including the normal hourly rate(s), cost reduction considerations or the agreed upon fee(s) for the personnel assigned and/or the services provided;
- The Client's contact person responsible for administering the Supplement, activities or project and the associated reporting requirements; and
- Any special or other conditions such as time deadlines, special reporting requirements, budget limitations, or other similar constraints.

D. INDEMNIFICATION

To the fullest extent permitted by law, MRI shall defend, indemnify, and hold harmless Client from and against any third party claim, demand, loss and costs, including reasonable attorney's fees, arising out of bodily injury or property damage to, or the death of, any person, including, but not limited to, any subcontractor, supplier, employee, agent, representative or invitee of Client, MRI, or any subcontractors or suppliers, to the extent such injury, damage or death arises out of or results in any manner from (i) MRI's failure to comply with the terms of this Agreement, or (ii) the fault of, or any act of negligence, or willful misconduct, by MRI, MRI's employees or subcontractors. MRI's indemnity and hold harmless obligation shall not apply to liability to the extent caused by the fault, negligence or willful misconduct of Client.

Any indemnification of Client and any limitation of Client's liability shall to the same extent apply to Client's officers, officials, employees, agents, and volunteers.

Nothing herein shall, nor is it intended to, waive any defense, immunity or limitation of liability which may be available to the Client, its respective officers, agents or employees, under the Maine Tort Claims Act or any other privileges or immunities provided by law. The Client's obligations under this paragraph are limited to (a) the monetary limits and substantive areas of liability under the Maine Tort Claims Act, or (b) any monetary limits and substantive areas exceeding those limits or areas, in either instance of (a) or (b) only where the Town is insured.

E. NON-SOLICITATION

The Client agrees that, for a period of one-year following the completion of the terms of this Agreement, they shall not, directly or indirectly, hire, solicit, or otherwise encourage any MRI personnel or affiliates assigned to this Agreement, to leave MRI's employment.



AGREEMENT FOR SERVICES
BY AND BETWEEN

STREETSCAN, INC.
AND
TOWN OF OGUNQUIT, MAINE

THIS AGREEMENT is made this _____ day of _____, 2018, by and between the Town of Ogunquit, Maine, with offices at 23 School Street, Ogunquit, Maine 03907, hereinafter called the MUNICIPALITY and STREETSCAN, INC., with offices at 151 South Bedford Street, Suite #2, Burlington, MA 01803, hereinafter called STREETSCAN (together the "PARTIES").

WITNESSETH, for the consideration hereinafter set forth, the parties hereto agree as follows:

ARTICLE 1 - ENGAGEMENT OF STREETSCAN

The MUNICIPALITY hereby engages STREETSCAN, and STREETSCAN hereby accepts the engagement to perform certain pavement inspection and management services for the MUNICIPALITY.

ARTICLE 2 - SCOPE OF SERVICES

The Scope of Services will be performed in accordance with STREETSCAN'S proposal to the MUNICIPALITY submitted on May 1,2018 (attached hereto as Exhibit A) (herein referred to as the "PROJECT").

This AGREEMENT represents the full and complete agreement between the PARTIES. Terms and conditions may be changed or additional terms added only by written amendment to this AGREEMENT signed by both PARTIES.

ARTICLE 3 - RESPONSIBILITIES OF THE MUNICIPALITY

The MUNICIPALITY, without cost to STREETSCAN, shall do the following in a timely manner so as not to delay the services of STREETSCAN:

- 3.1 Designate in writing a person to act as the MUNICIPALITY's representative with respect to work to be performed under this AGREEMENT, such person to have complete authority to transmit instructions, receive information, interpret, and define the MUNICIPALITY's policies and decisions with respect to materials, equipment elements and systems pertinent to the work covered by this AGREEMENT.
- 3.2 The MUNICIPALITY's representative will coordinate with officials and other MUNICIPALITY employees who have knowledge of pertinent conditions and will confer with STREETSCAN regarding both general and special considerations relating to the PROJECT.

- 3.3 Assist STREETSCAN by placing at STREETSCAN'S disposal all available information pertinent to the PROJECT or requested by STREETSCAN including previous reports and other historical data relative to design or construction of the roadways in the MUNICIPALITY.
- 3.4 Arrange for access to and make all provisions for STREETSCAN to enter upon public and private lands as required for STREETSCAN to perform its work under this AGREEMENT.
- 3.5 Furnish STREETSCAN all needed topographic, property, boundary and right-of-way maps. Data provided in standard GIS file formats are preferred.

We require a target road GIS layer with segmentation, either from the client or from the State DOT. If neither is available, we can create it from a list of target roads from intersection to intersection or as otherwise directed, charging STREETSCAN's standard engineering billing rates. If MUNICIPALITY requests a different segmentation after the processing has begun, results will be delayed, and STREETSCAN will charge engineering rate for implementing the segmentation change.

STREETSCAN will use MUNICIPALITY's pavement maintenance methods and pricing for the pavement maintenance plan, if it is provided by the end of the data collection. Otherwise we'll use our default pavement maintenance methods and pricing. Subsequent changes are billed at STREETSCAN's standard engineering billing rates.

- 3.6 Cooperate with and assist STREETSCAN in all additional work that is mutually agreed upon.
- 3.7 Pay STREETSCAN for work performed in accordance with the terms specified herein.

ARTICLE 4 - TIME OF PROJECT

STREETSCAN will initiate work under this AGREEMENT following formal acceptance of this AGREEMENT by the MUNICIPALITY. STREETSCAN agrees to provide services described herein in a timely manner. The PARTIES recognize that the services being provided by STREETSCAN are subject to impact by weather, labor, fire, construction, and technological issues that may cause delays during the pavement inspection period. STREETSCAN agrees to use its best efforts to avoid delays.

ARTICLE 5 - PAYMENTS TO STREETSCAN

5.1 Fees. For services performed under this AGREEMENT, the MUNICIPALITY agrees to pay STREETSCAN the total amount set forth in the chart below, subject to the revisions directed by paragraph 5.2, based on those services selected by the MUNICIPALITY as set forth in the below chart after review of the proposal:

| Data Collection & Processing | Unit Cost | Cost |
|---|-----------|-----------------|
| Lane Miles (Single pass on local roads/ all lanes for other road classifications) | | 27 Lane Miles |
| ScanVan Data Collection | \$110 | \$2,970 |
| Data Processing | \$90 | \$2,430 |
| Pavement Management Plan | Fixed | \$3,000 |
| Travel Cost | Fixed | \$444 |
| Data Collection & Processing Total | | \$8,844 |
| Software & Imagery | | |
| Annual Software License | Fixed | \$750 |
| Annual Data Hosting & Support | \$15 | \$405 |
| Pavement Facing Imagery | \$10 | \$270 |
| Enhanced Visualization | \$20 | \$540 |
| Software & Imagery Total | | \$1,965 |
| | | |
| Total Pavement Management Costs | | \$10,809 |
| Efficiency/Regional Group Discount | 5 % | (\$540) |
| Total Cost Net Discount | | \$10,268 |

5.2 Reconciliation. The parties hereby acknowledge that the total amount set forth above may be subject to adjustment based on the actual lane miles surveyed, which will not be

known until STREETSCAN'S field work is complete. MUNICIPALITY agrees to pay for all services set forth in the above chart based on the actual lane miles surveyed, whether more or less than set forth above or estimated in the proposal.

- 5.3 Monthly Payment. Fees for this PROJECT shall be billed monthly as they accrue based upon the services performed or other agreed upon milestones. The MUNICIPALITY agrees to make payment to STREETSCAN upon receipt of the monthly invoice.
- 5.4 Remedies. If the MUNICIPALITY fails to make any payment due STREETSCAN for services and expenses within thirty (30) days after receipt of STREETSCAN's statement therefor, STREETSCAN may, after giving seven (7) days' written notice to the MUNICIPALITY, suspend services under this AGREEMENT. Unless payment is received by STREETSCAN within seven (7) days of the date of the notice, the suspension shall take effect without further notice. In the event of a suspension of services, STREETSCAN shall have no liability to the MUNICIPALITY for delay or damage caused the MUNICIPALITY because of such suspension of services.
- 5.5 Costs of Collection. The MUNICIPALITY agrees to pay all collection related costs that STREETSCAN incurs enforcing the terms of this AGREEMENT, including attorney's fees.

ARTICLE 6 - GENERAL PROVISIONS

6.1 Standard of Care

The services provided by STREETSCAN shall be performed in accordance with generally accepted professional practice consistent with that degree of skill and care ordinarily exercised by similar professionals performing similar services under the same or similar circumstances and conditions. STREETSCAN makes no other representations or warranties, whether expressed or implied, with respect to the services rendered hereunder.

6.2 Risk Allocation/Limitation of Liability

6.2.1 STREETSCAN is not responsible for any delay, disruption or liabilities caused by the failure or the inability of any state, federal, local, or other authority to review or take other appropriate action on a timely basis with respect to services performed by STREETSCAN under this AGREEMENT.

6.2.2 STREETSCAN shall be liable only to the extent that its negligence is the proximate cause of any injury or damage to the MUNICIPALITY. In the event that STREETSCAN is adjudicated or otherwise found to be jointly negligent, STREETSCAN'S liability shall be limited to the proportion or degree of its actual negligence, and recovery against STREETSCAN shall be limited to STREETSCAN'S percentage share of the joint negligence as applied against the total amount recoverable.

6.3 Dispute Resolution

This Agreement shall be deemed to have been made in Massachusetts and the validity, interpretation and performance of this Agreement shall be governed by and construed in accordance with the substantive law of Massachusetts, excluding, however, such laws as pertain to conflicts of law. STREETSCAN and the MUNICIPALITY forever renounce and waive their right to a trial by jury with respect to any demand, claim or counterclaim arising under this Agreement. Except for claims for injunctive relief, STREETSCAN and the MUNICIPALITY agree that all other claims, disputes and controversies between them arising under this Agreement shall be finally resolved by binding arbitration conducted by the American Arbitration Association, or such other person or arbitration service as the parties mutually agreed upon. Either STREETSCAN or the MUNICIPALITY may demand arbitration by providing the other party 10 days' notice that notifying party is filing for arbitration. All arbitration proceedings will take place in Boston, Massachusetts. The arbitrator(s) may grant compensatory damages and costs to the prevailing party (but not punitive or exemplary damages) and that the costs of arbitration shall be borne equally by STREETSCAN and the MUNICIPALITY, except that STREETSCAN and the MUNICIPALITY shall bear their own attorneys' fees. This right to arbitration will not preclude or affect in any manner the rights of STREETSCAN to equitable relief hereunder.

6.4 Governing Law

The AGREEMENT shall be governed by and interpreted in accordance with the laws of the Commonwealth of Massachusetts. Any litigation which arises between the PARTIES shall be initiated and pursued in the Middlesex County Superior Court.

6.5 Comprehensive General Liability Insurance

STREETSCAN shall secure and maintain, for the duration of this PROJECT, the following Comprehensive General Liability Insurance policy or policies at no cost to the MUNICIPALITY.

With respect to the operations STREETSCAN performs STREETSCAN shall carry:

Comprehensive General Liability Insurance providing a combined single limit of One Million Dollars (\$1,000,000) for bodily injuries, death, and property damage to others with a Two Million Dollars (\$2,000,000) General Aggregate.

6.6 Automobile Liability Insurance

STREETSCAN shall secure and maintain for the duration of this PROJECT, Automobile Liability Insurance covering the operation of all motor vehicles, including those hired or borrowed, used by STREETSCAN in connection with this AGREEMENT, in the following amount:

- 6.6.1 Not less than Five Hundred Thousand Dollars (\$500,000) for all damages arising out of bodily injuries to or death of one person and subject to that limit for each person, a total limit of Five Hundred Thousand Dollars (\$500,000) for all

damages arising out of bodily injuries to or death of two or more persons in any one accident or occurrence, and

6.6.2 Not less than One Million Dollars (\$1,000,000) for all damages arising out of injury to or destruction of property in any one accident or occurrence.

6.7 Workers Compensation Insurance Coverage

6.7.1 STREETSCAN shall maintain statutory Worker's Compensation insurance coverage for all of its employees at the PROJECT as required by the Commonwealth of Massachusetts.

6.7.2 If the MUNICIPALITY is located outside of the Commonwealth of Massachusetts, STREETSCAN agrees to obtain statutory Worker's Compensation insurance coverage for all of its employees at the PROJECT, if any, as required by the laws of the state where the work is performed.

6.8 Non-Discrimination In Employment – STREETSCAN

STREETSCAN agrees and certifies that in providing the services described herein, it shall not discriminate against any employee or applicant because of race, color, religion, age, sex, sexual orientation, or national origin. STREETSCAN further agrees to be bound by and abide by any and all applicable governmental regulations pertaining to non-discrimination.

6.9 Precedence

These Terms and Conditions shall take precedence over any inconsistent or contradictory provisions contained in any proposal, contract, purchase order, requisition, notice to proceed, or like document regarding STREETSCAN'S services.

6.10 Severability

If any of these Standard Terms and Conditions shall be finally determined to be invalid or unenforceable in whole or part, the remaining provisions hereof shall remain in full force and effect, and be binding upon the parties hereto. The parties agree to reform this AGREEMENT to replace any such invalid or unenforceable provision with a valid enforceable provision that comes as close as possible to the intention of the stricken provision.

6.11 Survival

ARTICLE 6 shall survive the completion of services under this AGREEMENT and the termination of this AGREEMENT for any cause.

6.12 Force Majeure

Neither MUNICIPALITY nor STREETSCAN shall be considered in default in the performance of its obligations hereunder if such obligations were prevented or delayed by any cause beyond the reasonable control of the party which include, but are not limited to acts of God, labor disputes, or civil unrest.

The party affected by force majeure shall inform the other parties in writing regarding the particulars of the event of force majeure, and shall, within fifteen (15) days from the occurrence of such event, provide a report to the other parties explaining the reason for which the obligations cannot be performed in whole or in part and delayed performance is necessary and the proposed remedy.

ARTICLE 7 - TERMINATION

- 7.1 The obligation to provide further services under this AGREEMENT may be terminated 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.
- 7.2 If the PROJECT is suspended or abandoned in whole or in part for more than three months, STREETSCAN shall be compensated for all services performed prior to receipt of written notice from the MUNICIPALITY of such suspension or abandonment, together with other direct costs then due and all Termination Expenses as defined in Paragraph 7.3. If the PROJECT is resumed after being suspended for more than three months, the PARTIES agree that STREETSCAN'S compensation shall be adjusted to the market rates for the services selected by the MUNICIPALITY at the time the PROJECT is resumed.
- 7.3 In the event of termination by the MUNICIPALITY under Paragraph 7.1 upon the completion of any phase of the PROJECT, progress payments due STREETSCAN for services rendered through such phase constitute payment for such services. In the event of any such termination, STREETSCAN will be paid for all unpaid services and unpaid other direct costs, plus all Termination Expenses. Termination Expenses means additional other direct costs directly attributable to termination, which, if termination is at the MUNICIPALITY'S convenience, shall include an amount computed as 10 percent of total compensation for the PROJECT earned by STREETSCAN to the date of termination.

ARTICLE 8 - OWNERSHIP AND USE OF DOCUMENTS

- 8.1 STREETSCAN shall retain ownership of all work product including, but not limited to, field data, analyses, calculations, notes and other records relating to the project prepared by STREETSCAN. The MUNICIPALITY shall have use of the work product and software for the sole benefit of the MUNICIPALITY with no third party beneficiaries intended. However, such work product is not intended or represented to be suitable for reuse by the MUNICIPALITY or others on extensions of the PROJECT or on any other PROJECT. Any reuse or alteration without written verification or adaptation by

STREETSCAN for the specific purpose intended shall be at the MUNICIPALITY'S sole risk and without liability or legal exposure to STREETSCAN, and the MUNICIPALITY shall indemnify and hold STREETSCAN harmless from all claims, damages, losses and expenses, including reasonable attorneys' fees arising out of or resulting therefrom. Any such verification or adaptation shall entitle STREETSCAN to further compensation at rates to be agreed upon by the MUNICIPALITY and STREETSCAN. In the event the PARTIES are unable to agree on the further compensation due to STREETSCAN, the PARTIES agree to resolve any dispute concerning compensation through binding arbitration as described in Paragraph 6.3.

- 8.2 Following delivery of final results, MUNICIPALITY will be able to access all results for a period of one year from the date of delivery. STREETSCAN agrees to maintain the MUNICIPALITY'S web based portal for their access and will maintain a backup version of the data onsite and through cloud based services. MUNICIPALITY'S initial license for this access is active for 1 year and sold with the initial proposal.
- 8.3 At the conclusion of the one year period referenced in 8.2, MUNICIPALITY has the option to renew its access subscription on an annual basis. Renewals are good for one (1) year and must be paid in a one-time payment made at the beginning of the renewal term. STREETSCAN reserves the right to withhold access pending receipt of the renewal payment. Renewal pricing is based on the surveyed lane miles and is subject to adjustment for inflation based on the most recent annual Consumer Price Index for All Urban Consumers (CPI-U) in the Boston-Brockton-Nashua area. Any and all renewals will be handled by the execution of an additional subscription agreement. The renewal period will not begin until payment is received by STREETSCAN. Renewals may be made as long as the MUNICIPALITY desires access to the data. Non-payment of the renewal notice, once the renewal has begun, will lead to removal of the web based portal from STREETSCAN'S server and termination of MUNICIPALITY'S access to their data.

ARTICLE 9 – CONFIDENTIALITY

MUNICIPALITY agrees not to disclose any of STREETSCAN'S confidential or proprietary information to any person unless requested in writing from STREETSCAN and approved in writing by STREETSCAN, and agrees to bind its employees, officers, and agents to this same obligation.

ARTICLE 10 – SOLE REMEDY

Notwithstanding anything to the contrary contained herein, MUNICIPALITY and STREETSCAN agree that their sole and exclusive claim, demand, suit, judgment, or

remedy against each other shall be asserted against each other's corporate entity and not against each other's shareholders, directors, officers, or employees.

IN WITNESS WHEREOF, the parties hereto have executed this AGREEMENT the day and year first above written.

ACCEPTED FOR:
STREETSCAN, INC.

TOWN OF OGUNQUIT

By Its _____

By: _____

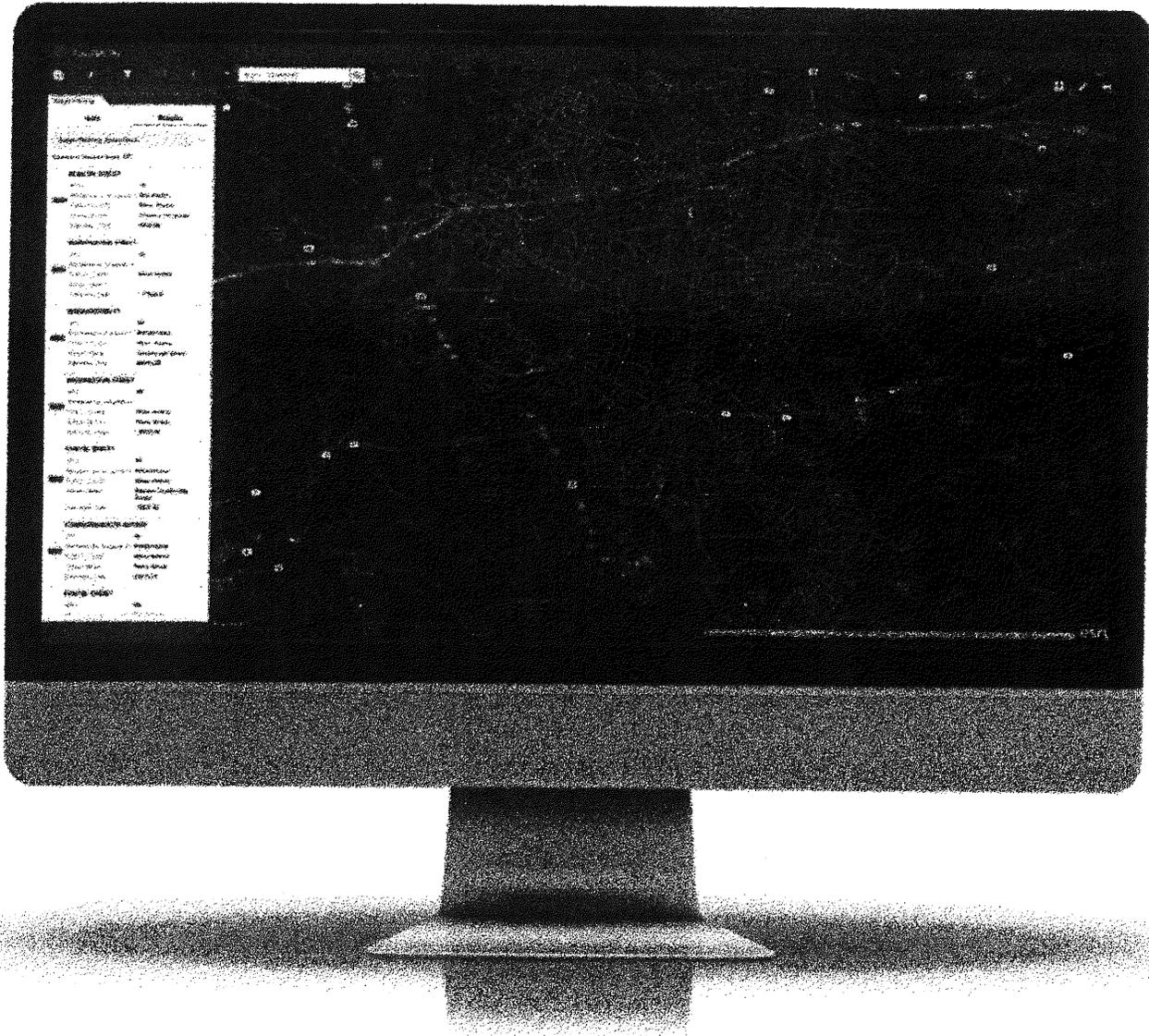
Patricia A. Finnigan

Its Town Manager _____

23 School St/PO Box 875

Ogunquit, ME 03907

EXHIBIT A STREETSCAN AUTOMATED ASSET MANAGEMENT PROPOSAL MAY 1st 2018



The Town Of
Ogunquit, Maine
Beautiful Place by the Sea

STREETSCAN

May 1st, 2018

Carol Murray, Interim Public Works Director
Town of Ogunquit
23 School Street,
Ogunquit, ME 03907

Thank you for your interest in StreetScan. Municipalities worldwide are faced with aging infrastructure and limited budget resources to repair and maintain them. Having the ability to monitor the health of your street network through an abundance of data being collected via multiple vehicle mounted sensors allows your staff to properly allocate repair and maintenance budgets. This is now made possible in an affordable, objective way utilizing StreetScan's advanced mobile sensing survey van and online web based app.

Our service offering includes:

- Data collection: vehicle survey of paved lane miles.
- Data processing of pavement condition and assets.
- Data visualization: pavement monitoring system including Pavement Condition Index (PCI) Report – integrated into your existing GIS or optional cloud-based access.
- Pavement Management Plan: maintenance and budget options, suggestions and scenarios; optional cloud-based access with robust interactive planning and budgeting tools.

Also available: (see Appendices for more details)

- Enhanced Data Visualization Package (front looking camera & videos)
- Optional asset extractions including pavement markings, traffic signs, utility assets, street lighting, curb, trees, etc.

On behalf of the team at StreetScan, we are pleased to submit this proposal for your review. We strive to be as accurate as possible in our initial projections and cost estimates, and look forward to meeting with you soon to discuss any questions you may have.

Yours truly,

Stan Karlin,
Manager, Sales and Marketing

STREETSCAN 

ABOUT US

2009-2015 Northeastern

StreetScan started as a 5-year R&D project out of Northeastern University, receiving over \$18 Million in funding. The project called Versatile Onboard Traffic Embedded Roaming Sensors (VOTERS) created a framework, prototype & blueprint for a service to shift from periodical localized pavement inspections to continuous network-wide health monitoring of roadways.



STREETSCAN 2015

StreetScan was founded as a spin-off of the VOTERS project to commercialize the technology and provide pavement inspection and management services. In its first year of offering the service StreetScan successfully completed multiple surveys in New England, Canada & the State of Washington. Our complete advanced hardware/software turn-key solution set's us apart from the competition. The day's of sending inspectors into the field for Pavement surveys are over as Municipalities embrace the power of data to enrich their decision making abilities!



2017...

StreetScan is kicked off 2017 with its new Smart City Mobile Sensing Service Offering targeted at providing our clients a smart, objective & affordable way to monitor all your street assets. What's unique is that we are combining this service with our existing pavement management offering which in return saves our clients time & money without requiring additional field surveys. With one pass of the ScanVan, Municipalities can now extract & monitor critical assets such as Pavement Condition, Signage, Pavement Markings, Street Lights and much more.

PROJECT TEAM



Stanley Karlin– Manager, Sales & Marketing– As the Manager of Sales & Marketing at StreetScan, Stan brings over 25 years of experience in selling & marketing exclusively to the public sector. Stan comes to StreetScan after selling his municipal software company where he served as the Chief Marketing Officer, and is eager to promote StreetScan’s new technologies and solutions to local governments. In addition, he will be developing new marketing materials & bringing in new customers for StreetScan. He received his M.Ed. From Temple University in Instructional Design & has used this knowledge to help better explain complex solutions in marketing.



Scott MacIntosh, Chief Technology Officer- As the CTO at StreetScan, Scott works with engineers & researchers developing new capabilities and products for StreetScan’s Pavement Inspection & Management Solution. He received his M.S. in Physics from Portland State University in 2003. During that time he worked as a Graduate Research Assistant at Los Alamos National Laboratory developing acoustic based systems for non-destructive testing. Over the last 14 years, Scott has worked on various multi-sensor platforms with a particular emphasis on radar based systems used for imaging and detection.



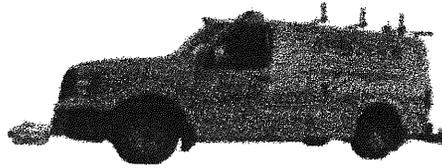
Salar (Sal) Shahini Shamsabadi – Data Scientist & GIS Developer – As a Data Scientist & GIS Developer at StreetScan, Sal works on integrating and leveraging information from large geospatial datasets for developing pavement management, sensor fusion & life-cycle cost analysis models. He received his B.S. in Geomatics Engineering from the University of Tehran in 2012 & his M.S. in Civil Engineering in 2014 from Northeastern University where he developed StreetScan’s GIS web application for pavement monitoring & management. Sal has received multiple awards over the last few years (Best Innovation Award at RISE, Best Paper Award at SAGEEP, Dean’s Scholarship Award at Northeastern Uni.), which encouraged him to pursue his passion for using data driven methods to support better decision making.



Roy Apostle- Operations Manager – Roy Apostle received his B.S. in Environmental Science with a minor in International Affairs from Northeastern University in 2015. Prior to joining StreetScan, he provided GIS, surveying & environmental services to the U.S. Geological Survey, GEI Consultants, Massachusetts Water Resources Authority & Philmont Scout Ranch. His research interests include LiDAR, hydrology & GIS for public transit planning.

Scope of Work (See appendix for further details)

STEP 1: DATA COLLECTION



STEP 2: DATA PROCESSING

PAVEMENT
CONDITION



SIDEWALK
CONDITION



OPTIONAL ASSET EXTRACTION



Traffic Lights



Pavement
Markings



Environmental Data
(Air Quality)



Trees



Street
Furniture



Utility Assets



Traffic Signage



360 Imagery

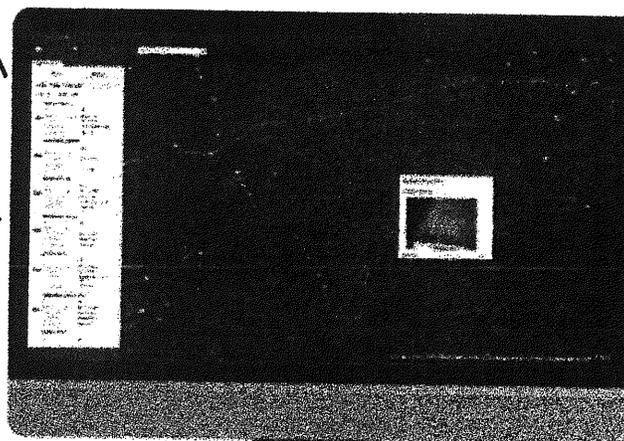
STEP 3: PAVEMENT, SIDEWALK & ASSET MANAGEMENT SOFTWARE



WEB-BASED APP

ADVANCED
ANALYTICS

UNLIMITED USERS

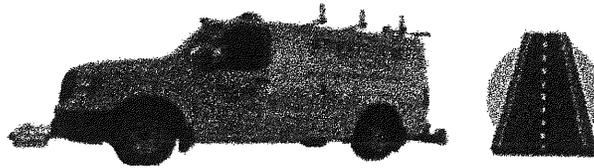


USER FRIENDLY
DASHBOARD

CLOUD HOSTED
DATA

ESRI BASED

Pricing Overview – Pavement Management



| Data Collection & Processing | | Unit Cost | Cost |
|---|----|-----------|-----------------|
| Lane Miles (Single pass on local roads/ all lanes for other road classifications) | | | 27 Lane Miles |
| ScanVan Data Collection | | \$110 | \$2,970 |
| Data Processing | | \$90 | \$2,430 |
| Pavement Management Plan | | Fixed | \$3,000 |
| Travel Cost | | Fixed | \$444 |
| Data Collection & Processing Total | | | \$8,844 |
| Software & Imagery | | | |
| Annual Software License | | Fixed | \$750 |
| Annual Data Hosting & Support | | \$15 | \$405 |
| Pavement Facing Imagery | | \$10 | \$270 |
| Software & Imagery Total | | | \$1,425 |
| Total Pavement Management Costs | | | \$10,269 |
| Efficiency/Regional Group Discount | 5% | | (\$513) |
| Total Cost Net Discount | | | \$9,755 |

| Efficiency / Regional Group Discount | |
|--------------------------------------|----------|
| Survey Miles | Discount |
| 150-300 | 5% |
| 301-600 | 10% |
| 600+ | 20% |

Asset Management-as-a-Service (AMaaS)

With StreetScan’s AMaaS model, Municipalities can establish a data driven Asset Management program with fixed annual payments over a 3 year period. Over this 3 year period our engineers will conduct 1 survey. Recent research has indicated that more frequent health monitoring of our roadways results in lower maintenance costs per lane miles of pavement.

If an AMaaS contract is executed and the Town wishes to increase the frequency of surveys, we would simply adjust the annual payments accordingly. An example of this is in 2015 for the City of Beverly, MA. After experiencing one of the worst winter’s of 2014, Beverly decided to resurvey the roads to ensure their plan was still sufficient. As expected, the harsh winter conditions affected their road network to the point that after completing the StreetScan Survey, the priority sequence of which roads should be repaired changed drastically.

Services Covered



**PAVEMENT
MANAGEMENT**

AMaaS 3-Year Fixed Price Contract

| Year | 1 | 2 | 3 |
|----------|---|---|---|
| Services |  |  |  |
| AMaaS | \$4,527 | \$4,527 | \$4,527 |

| AMaaS | Cost |
|------------------------------|---------|
| 2018 PW Budget | \$1.6M |
| Annual AMaaS Service Fee | \$4,527 |
| % of Annual Operating Budget | 0.28% |

Pricing Overview – Optional Services and Assets

One of our unique advantages is the ability for our clients to extract, assess and obtain actionable data from other Municipal assets utilizing the same data collected for the Pavement Management Survey. Below is a list of additional assets we can process from the collected data. This is set up as an a-la-carte menu so you can pick and choose the assets to meet your asset management needs:

| Assets | Unit L=Lane CL=Centerlane | QTY (est.) | Price (\$/Unit) | Cost (est.) |
|---|---------------------------------|---------------|--------------------|-------------|
| Assets Extracted from ScanVan Dataset (Pavement Management Service Required) | | | | |
| Enhanced Visualization Package | L-M | 27 | \$20 | \$540 |
| PRO- All Remaining Lane Miles | L-M | 13 | \$214 | \$2,779 |
| Pavement Markings | CL-M | 20 | \$80 | \$1,600 |
| Traffic Signage (4 Attributes) | Signs | 114 | \$6 | \$684 |
| Traffic Signage (9 Attributes) | | | \$10 | \$1,140 |
| Sidewalk GIS Database | CL-M | 20 | \$50 | \$1,000 |
| Curb GIS Database | CL-M | 20 | \$60 | \$1,200 |
| Street Lighting GIS Database | Lights | 91 | \$5 | \$456 |
| Lighting Lux Survey (Standard) | L-M | 40 | \$100 | \$4,000 |
| Lighting Lux Survey (Compliance) | | | \$50 | \$2,000 |

Assumptions:

All asset quantities are estimated based on lane or centerlane miles except for:

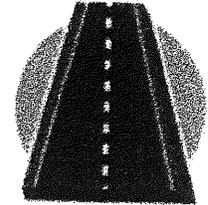
- Signs and Supports which are estimated at 1/8 of the municipal population
- Street Lighting which is 1/10 of the municipal population

APPENDIX A

- Pavement Management- Scope of Work

Roads Assessment Service

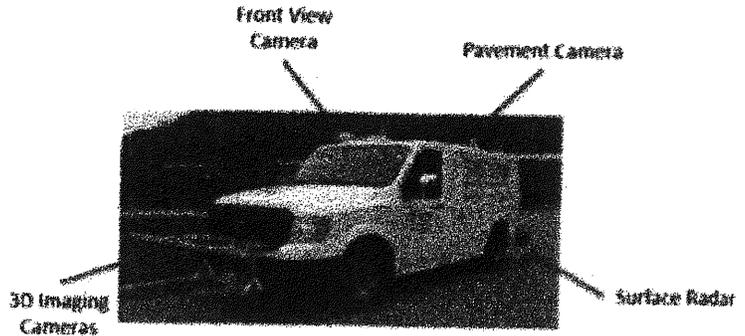
Scope of Work and Deliverables



StreetScan offers a technology based Pavement Management approach to continuous health monitoring of your Municipal road network. Combining years of R&D at Northeastern University, StreetScan's, ScanVan and web-based app saves you time and makes your repair dollars go further.

Step 1: Data Collection

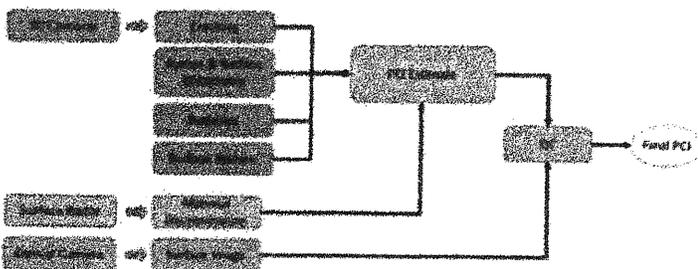
StreetScan utilizes 3D imaging technology to measure road defects, such as cracking, bumps, surface distortions and surface texture. The 3D imaging cameras provide a 8.9' (2.7m) of lateral road coverage and seamless road coverage in the direction of travel at speeds up to 45 mph (72kph). Multiple optical camera systems provide imagery of the road surface and ROW. An IMU (Inertial Measurement Unit) enabled GNSS position system provides position location, even in the event of intermittent satellite coverage. Additionally, the system is capable of supporting a surface radar system which can be used to aide in material discrimination, such as differentiating between paved & unpaved roadways.



Step 2: Data Processing

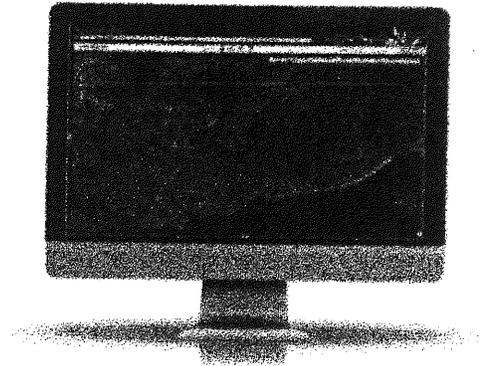
The collected data (100's of GB) is uploaded to the StreetScan server, where automated software processes the raw sensor data.

Using advanced processing algorithms, the sensor's raw data is converted into meaningful parameters representing different aspects of pavement condition. Several of our key indicators are fused to determine the PCI for each road segment. StreetScan's GIS developers segment the pavement evaluation data from intersection to intersection and populate the database allocated to the segment.



Step 3: Data Visualization

Municipalities are given access to our web based-app StreetLogix in order to view all collected survey data. This provides clients an easy-to-use tool to quickly review PCI results, potholes, manholes & pavement images. All data is hosted by StreetScan allowing users to login from anywhere on any computer to view the results. StreetLogix has many data import and export features making it compatible with any existing GIS solution.



Screenshot of Portal View

PaveMON

Search PaveMON

Operational Layers

- Pavement_Evaluation
- Others
- Images_Pictures

Legend

Pavement_Evaluation

PCI

- 0.00 - 10.00
- 10.01 - 25.00
- 25.01 - 40.00
- 40.01 - 55.00
- 55.01 - 70.00

PCI: WITTENEDGE ST

| | |
|------------------|---------------|
| Street Name | WITTENEDGE ST |
| Map Street Name | CAROL ST |
| Full Street Name | JORDAN ST |
| PCI | 38 |
| ESRATED | 1141 |
| Length (ft) | 564.97 |
| Width (ft) | 24.00 |
| Ownership Class | Local |
| Number of Lanes | 2 |

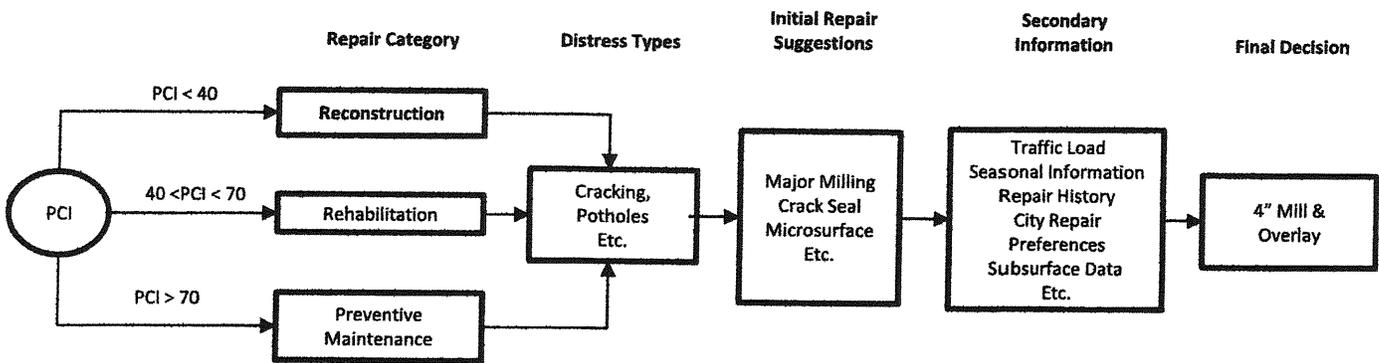
Surface View

Click to enlarge

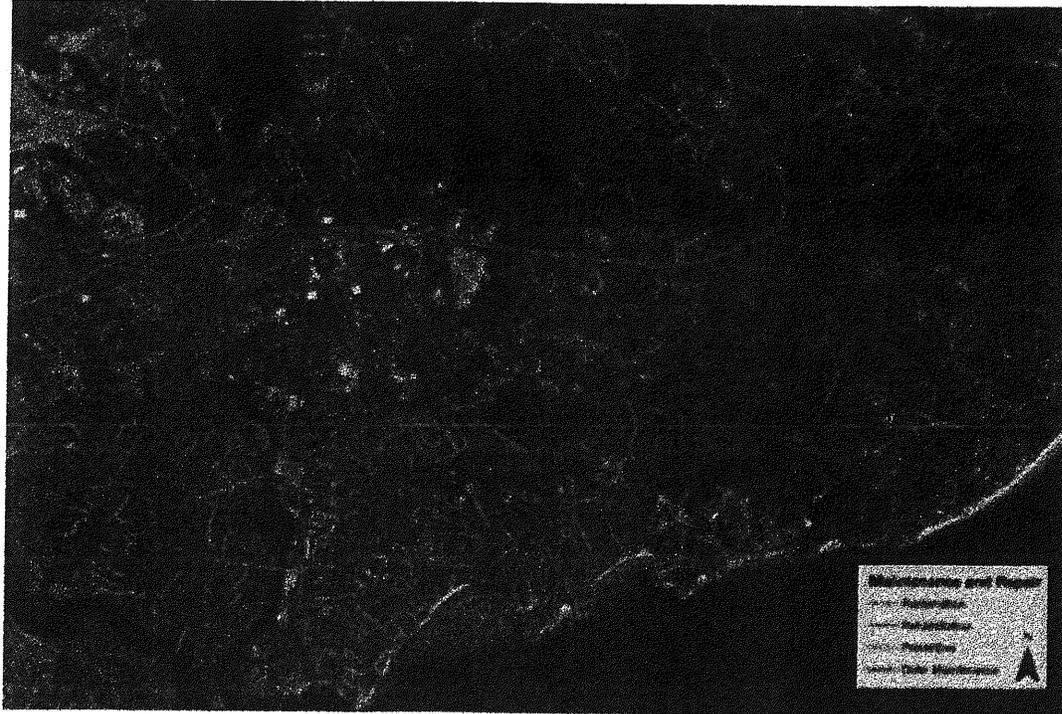
esri

Step 4: Maintenance Planning

Once the inventory and condition database & web-app has been finalized, the work on implementing the pavement management side of the software begins. While pavement condition indicators are concerned with the current conditions of the pavement network, the management side of the process concerns itself with the analysis of conditions, prediction of future conditions & generation of maintenance options and pavement management scenarios. At this stage, the Client's preferred repair methods and associated costs are used to customize our pavement management module. The results are compiled and discussed in a report to the client.



Screenshot of Portal View



APPENDIX B

- **Optional Services and Asset Collection**
 - Sidewalk Inspection Service
 - Enhanced Visualization Package
 - Pavement Markings
 - Traffic Signage
 - Sidewalk GIS Database
 - Curb GIS Database
 - Street Light GIS Database
 - Street Light Lux Survey

Sidewalk Inspection Service



StreetScan scans the Municipalities sidewalk using a stroller-based collection system. The system is equipped with multi-view imaging cameras which are used to capture video of the sidewalks & surrounding area. A high precision INS (inertial navigation system) enabled GPS system is used to provide accurate position location. After data is collected, QC technicians evaluate the video data back in the office to extract surface distresses which are then used to create a sidewalk condition rating (0-10 scale)

StreetScan Measures the following distresses by reviewing video data collected in the field:

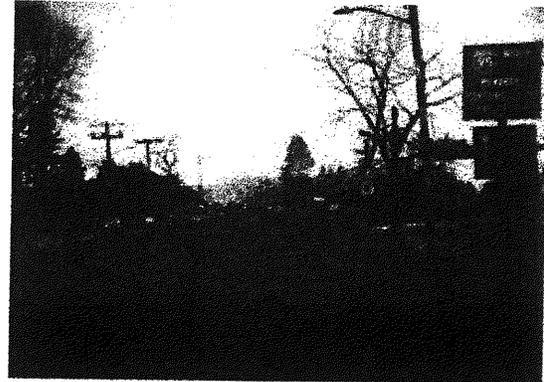
- Uplifts
- Surface Deterioration
- Bumps/Depressions/Surface Distortions
- Cracking

The features evaluated within a 4' interval and rated in severity from 1-3 (minimal, medium, severe)

| Attributes | Description |
|--------------------|--|
| Sidewalk Rating | 0-10 Rating Scale by sidewalk segment |
| ADA Ramps | Location of each Ramp as a GIS layer |
| Segment Length | Length in feet for each segment |
| Severe Features | GIS layer of all severe features |
| Feature Statistics | Failure statistics types & severity per sidewalk segment |

Enhanced Visualization Package (Front Camera)

- Front facing imagery
- Front facing videos



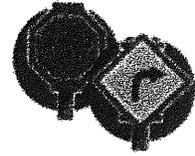
Pavement Markings



Through StreetScan's existing collected data, our geospatial engineering team can extract Pavement Markings and insert them into a separate GIS layer. All data is accessible through Streetlogix. A visual review of the markings determine their current condition and whether maintenance is required.

| Pavement Marking Attributes | Description |
|-----------------------------|--|
| Category | Left Turn, Right Turn, Crosswalk etc. |
| Condition | The analysis will be conducted from intersection to intersection and given a rating of either Good, Fair or Critical. If the length of the road is longer than 1,000 ft, the analysis will be broken up into 1,000 ft segments |
| Location | Global Positioning System (GPS) location (+/- 5 meters) |
| Pavement Marking Image | Accessible in StreetLogix Portal |
| Color | White, Yellow etc. |

Traffic Signage



StreetScan's traffic sign asset management service provides a simple solution for the City to quickly and efficiently manage its traffic signs. StreetScan utilizes an algorithm to automatically locate traffic signs saving you time and money. Our geospatial engineering team then undergoes a rigorous Q&A process and collects multiple unique attributes.

| Sign Attributes | Description |
|-----------------------|---|
| ★ Sign Category | Regulatory, Warning, Guide, School, Recreation, Information, General |
| ★ Sign Type | Federal or State MUTCD designation or custom designation for specialized signs |
| Position on Post | Sign's relative position, in column and row notation, among all signs mounted on the same structure |
| ★ Sign Photo | Digital image |
| Post Type | U-Channel, Round, Square, Light Pole, Signal Mast, etc. |
| Post Material | Steel, Wood, Concrete, etc |
| ★ GPS Location | Global Positioning System (GPS) location (+/- 5 meters) |
| Position | Left, Right, Overhead, Center |
| Sign & Post Condition | Good, Fair, Critical rating assessed through review of daytime digital images |

★ 4 Attributes included for the basic Sign inventory

Sidewalk GIS Database

StreetScan provides sidewalk locations, determined from existing data sources (satellite imagery, Google StreetView or ScanVan images if available). All data is provided as a GIS Layer.

Deliverable:

- GIS Layer of sidewalk locations

Curb GIS Database

StreetScan provides curb location & material, determined from existing data sources (satellite imagery, Google StreetView or ScanVan images if available). All data is provided as a GIS Layer

Deliverable:

- GIS Layer of curb locations and material type

Street Light GIS Database



Utilizing the ScanVan's cameras, StreetScan has the ability to review already collected data and extract the necessary street lighting attributes. Given the recent conversion to LED, StreetScan recommends completing a Lux Level survey to establish a baseline of fixture performance. Over time our engineers can monitor the degradation of light output to signal any fixture performance issues which may be covered by the warranty. A new street lighting data layer will be accessible through StreetLogix.

| Street Lighting Attributes | Description |
|----------------------------|--|
| GPS Location | Global Positioning System (GPS) location (+/- 5 meter) |
| Type | Cobra Head, Decorative/Ornamental |
| Wattage | Fixture output power (ballast not factored for non-LED lights) |
| Technology | LED, other |
| Pole Type | Wood, Metal, Concrete |
| Fixture Photo | Digital Image |

Street Light Lux Level Measurement



Standard Service

For the standard service StreetScan produces a Lux Level map of street light's. This data can be used by the client to determine areas that are under lit and over lit or to identify areas where existing lighting is out. StreetScan also offers an extended service where we will provide the analysis of the data, as well as a compliance study, based on customers criteria. Measurements are made using multiple sensors distributed across the roof of the data collection vehicle, collected at 1ft intervals in the direction of travel. In addition to the street light lux levels, StreetScan also collects 360 degree imagery. The 360 imagery can be used to help identify location of light sources (example: overhead versus store fronts) and light source technology.

Deliverables:

- Lux Level heat map delivered in StreetLogix Portal
- 360 Imagery of surveyed area

Compliance Analysis (add on service)

This add-on service provides a detailed compliance analysis of the street lighting guided by the ANSI RP-8-14 standards and customer input. StreetScan provides a GIS data layer indicating areas that are under lit, over lit. Additionally, if an existing light location layer is provided or StreetScan is retained to perform a GIS Street Light database, StreetScan can identify outages.

Deliverables:

- Client GIS data layers in Portal (if provided by Client)
- Areas out of compliance (over lit/ under lit areas)
- 360 Imagery every 2m
- Compliance Map
 - Average illumination within a segment polygon
 - Indications if segment is over lit (compliance), under lit (non-compliance), properly lit (compliance)

ADA Ramp Compliance Survey

StreetScan will determine the compliance of ADA Ramps, measuring the following attributes: ramp slope & cross slope, road slope & cross slope, flare slopes, ramp width, landing area, tactile pad (present/not present/condition). As part of this service StreetScan provides imagery of all ramps and a GIS data layer accessible in StreetLogix, showing location of ADA ramps and all measured properties.

Deliverables:

- GIS Layer with ramp location & missing ramps
- Image of ramps/no ramp
- Compliance
- Measured Attributes (shown below)

| ADA Ramp Attributes | Description |
|--------------------------|---|
| GPS Location | Global Positioning System (GPS) location (+/- 5 meters) |
| Image | Image of Ramp |
| Ramp Slope / Cross Slope | Angle (+/- 1 Degree)* |
| Road Slope / Cross Slope | Angle (+/- 1 Degree)* |
| Flare Slopes | Angle (+/- 1 Degree)* |
| Ramp Width | N/A |
| Landing Area | Length/Width & Obstructions |
| Tactile Pad | Present/Not Present & Condition |

* Measurement device has a rated accuracy of 0.1degrees. However, in practice due to variations in ground surface and location where measurement is take, measured value can typically vary +/- 1 degree.