

Barbara Dailey, Chair
John Daley, Vice Chair
Richard Dolliver
Gary Latulippe
Robert Winn, Jr.



AGENDA
MEETING OF THE OGUNQUIT SELECT BOARD
TUESDAY, MAY 16, 2017

- 1.0 EXECUTIVE SESSION - 5:30PM**
 - 1.1 Personnel Issues [Pursuant to Title 1, Chapter 13S405.6.A]
 - 1.2 Legal Rights & Duties [Pursuant to Title 1, Chapter 13S405.6.E]

- 2.0 CALL TO ORDER: 6:00PM**
 - 2.1 Pledge of Allegiance
 - 2.2 Select Board Minutes - May 2, 2017

- 3.0 TOWN MANAGER'S REPORT**
 - 3.1 Update on Parking Machines

- 4.0 APPOINTMENTS, RESIGNATIONS, PROCLAMATIONS, RESOLUTIONS**
 - 4.1 Harbor Committee - Appointment

- 5.0 PUBLIC INPUT (CURRENT AGENDA ONLY)**

- 6.0 PUBLIC HEARING - LICENSE APPLICATIONS**
 - 6.1 Fresh Ogunquit - Malt, Spirituous & Vinous Liquor License Renewal Application
 - 6.2 MC Perkins Cove - Malt, Spirituous & Vinous Liquor License Renewal Application
 - 6.3 MC Perkins Cove - Amusement License Renewal Application
 - 6.4 The OGT - Malt, Spirituous & Vinous Liquor License Renewal Application

- 7.0 PUBLIC HEARINGS & PRESENTATIONS**
 - 7.1 Conservation Commission Environmental Award - Bill Baker, Conservation Commission Chair
Presentation of the Conservation Commission's "Environmental Award"
 - 7.2 June 13, 2017 Annual Town Meeting Proposed Referendum and Budget Articles
Public Comments and Questions on the Proposed Budget and Referendum Articles for the June 13, 2017 Annual Town Meeting

- 8.0 ADMINISTRATIVE ITEMS - UNFINISHED BUSINESS**
 - 8.1 Beach Street Engineering Bid Award - Don Gerrish, Interim Town Manager
Select Board Review and Action on the Beach Street Engineering Bid Award

9.0 ADMINISTRATIVE ITEMS - NEW BUSINESS

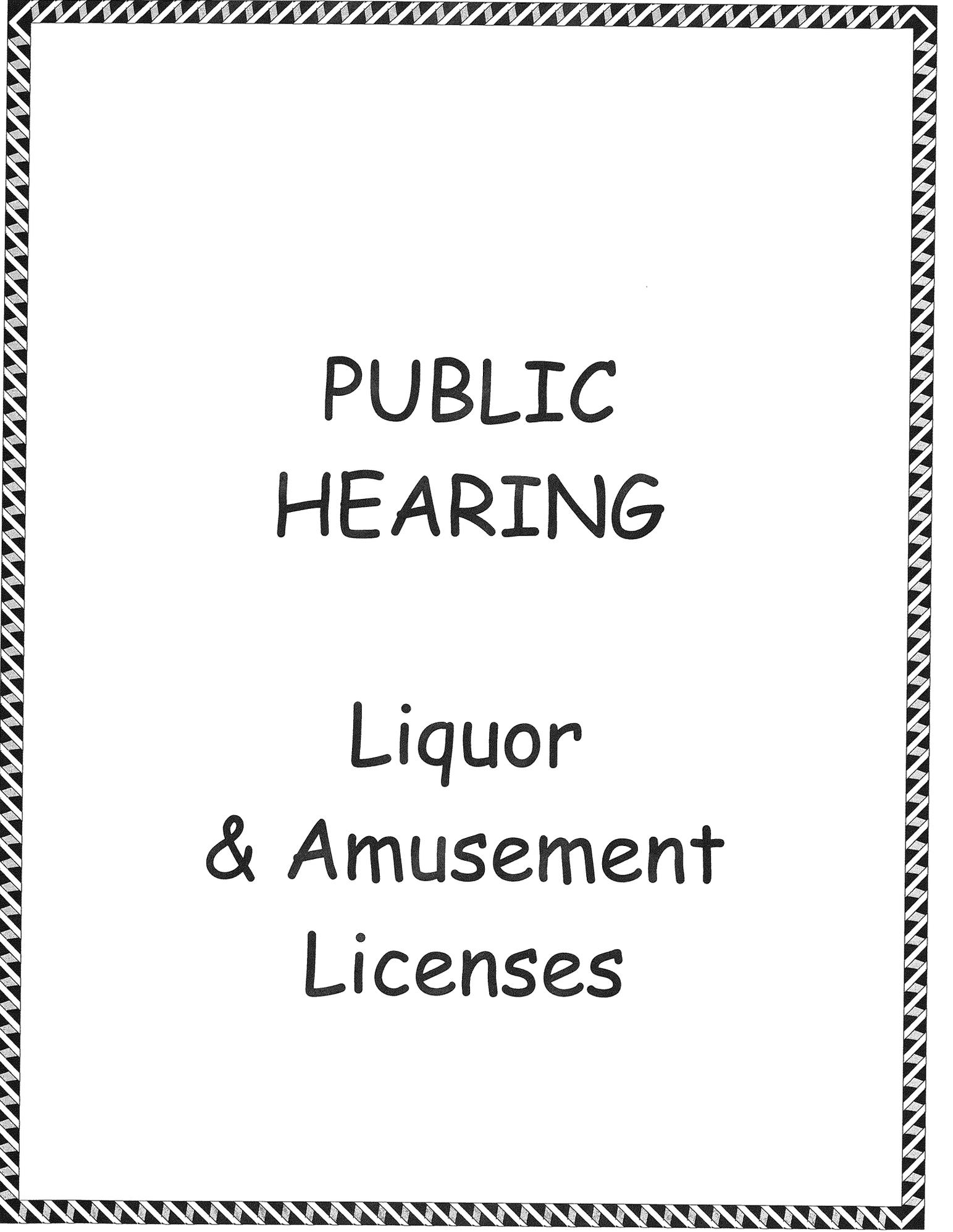
- 9.1 Warrant and Notice of Election Calling Wells-Ogunquit Community School District #18 Budget Validation Referendum
Select Board Review and Action on the Wells-Ogunquit CSD Referendum Warrant
- 9.2 Administrative Consent Agreement with State of Maine Board of Pesticides Control - Don Gerrish, Interim Town Manager
Select Board Action on an Agreement between the Town of Ogunquit and the State of Maine Board of Pesticides Control

10.0 OTHER BUSINESS

11.0 MISCELLANEOUS BUSINESS - ORAL & WRITTEN COMMUNICATIONS - FOLLOW-UP

- 11.1 Public Input
- 11.2 Select Board

12.0 ADJOURNMENT



PUBLIC
HEARING

Liquor
& Amusement
Licenses

OGUNQUIT

Beautiful Place by the Sea

PUBLIC HEARING NOTICE

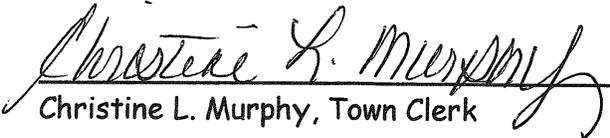
The Ogunquit Board of Selectmen will hold a Public Hearing on Tuesday, May 16, 2017,
at 6:00 PM in the Auditorium of the Dunaway Community Center on School Street,
Ogunquit, Maine for the following application(s):

MALT, SPIRITUOUS & VINOUS LICENSE (RENEWAL)

Fresh Ogunquit	173 Main Street
MC Perkins Cove	111 Perkins Cove Road
The OGT	87 Main Street

AMUSEMENT LICENSE (RENEWAL)

MC Perkins Cove	111 Perkins Cove Road
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Christine L. Murphy, Town Clerk

Posted by:


Patricia L. Arnaudin, Police Chief

Posted:

May 9, 2017
Dunaway Community Center
Ogunquit Post Office
Ogunquit Transfer Station
WOGT

OGUNQUIT

Beautiful Place by the Sea

5/5/2017
@ 2:00pm

OGUNQUIT LIQUOR LICENSE APPLICATION

NEW <input type="checkbox"/> RENEWAL <input checked="" type="checkbox"/>	FOR THE YEAR: <u>2017</u>
CURRENT LICENSE EXPIRATION DATE: <u>5/29/17</u>	

BUSINESS NAME: Fresh LLC dba Fresh Ogunquit
 APPLICANT: Jim Oliver
 EMAIL: _____
 BUSINESS REG #: 2017-173 ISSUE DATE: 5/3/2017 MAP: 006 LOT: 014
 OCCUPANCY LOAD ESTABLISHED BY THE OGUNQUIT FIRE CHIEF: 40

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>Patricia L. Casandri</i>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	05-11-2017
Fire Chief	<i>Mark Oliver</i>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	5-12-17
Code Officer	<i>[Signature]</i>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	5-11-17

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

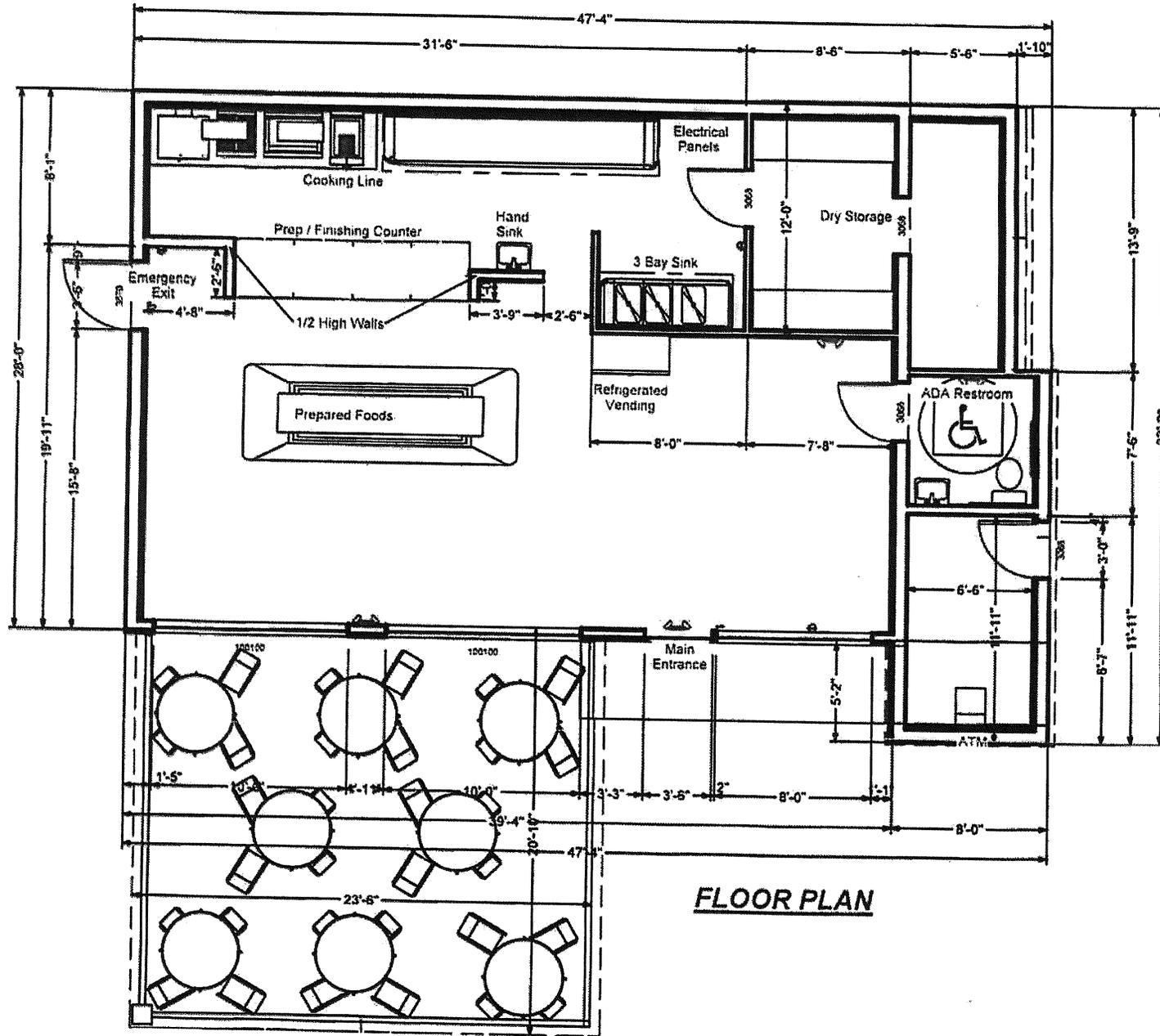
I, the undersigned applicant, acknowledge there has been no change to the business noted above by way of ownership, partnership, location, nature of business or structural change(s) to the building(s) housing the business. Knowingly supplying false information on this application is a Class D offense 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: <u>\$200</u>	Date Paid: <u>5/3/17</u>	Check/Cash	Check #: <u>1350</u>
Background Check Fee: <u>\$41.00</u>	(\$21.00 per person listed on application)		
Business Reg. Fee: <u>\$150.00</u>	Paid prior to Liquor Application? YES <input type="checkbox"/> NO <input checked="" type="checkbox"/>		
TOTAL PAID WITH APPLICATION: \$ <u>350.00</u>		Received by: <i>[Signature]</i> (Town Clerk's Office)	
DATE POSTED: <u>5/8/2017</u>		DATE HEARD: <u>5/16/2017</u>	
APPROVED: _____		DENIED: _____	



OGUNQUIT

Beautiful Place by the Sea

5/5/2017
@ 10:00am

OGUNQUIT LIQUOR LICENSE APPLICATION

NEW [] RENEWAL [] FOR THE YEAR: 2017-2018
 CURRENT LICENSE EXPIRATION DATE: 6/23/2017

BUSINESS NAME: M. C. PERKINS COVE
 APPLICANT: KOKO, INC.
 EMAIL: _____
 BUSINESS REG #: 334-2017 ISSUE DATE: 4/25/2017 MAP: 1 LOT: 71, 72, 73
 OCCUPANCY LOAD ESTABLISHED BY THE OGUNQUIT FIRE CHIEF: 144

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>Patricia L. Amador</i>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	0509-2017
Fire Chief	<i>Mark Brien</i>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	5-8-17
Code Officer	<i>St R</i>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	5-5-17

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: 4-27-17 Check/Cash Check #: 31740917
 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 Received by: *[Signature]*
 (Town Clerk's Office)
 DATE POSTED: 5/8/2017 DATE HEARD: 5/16/2017 APPROVED: _____ DENIED: _____

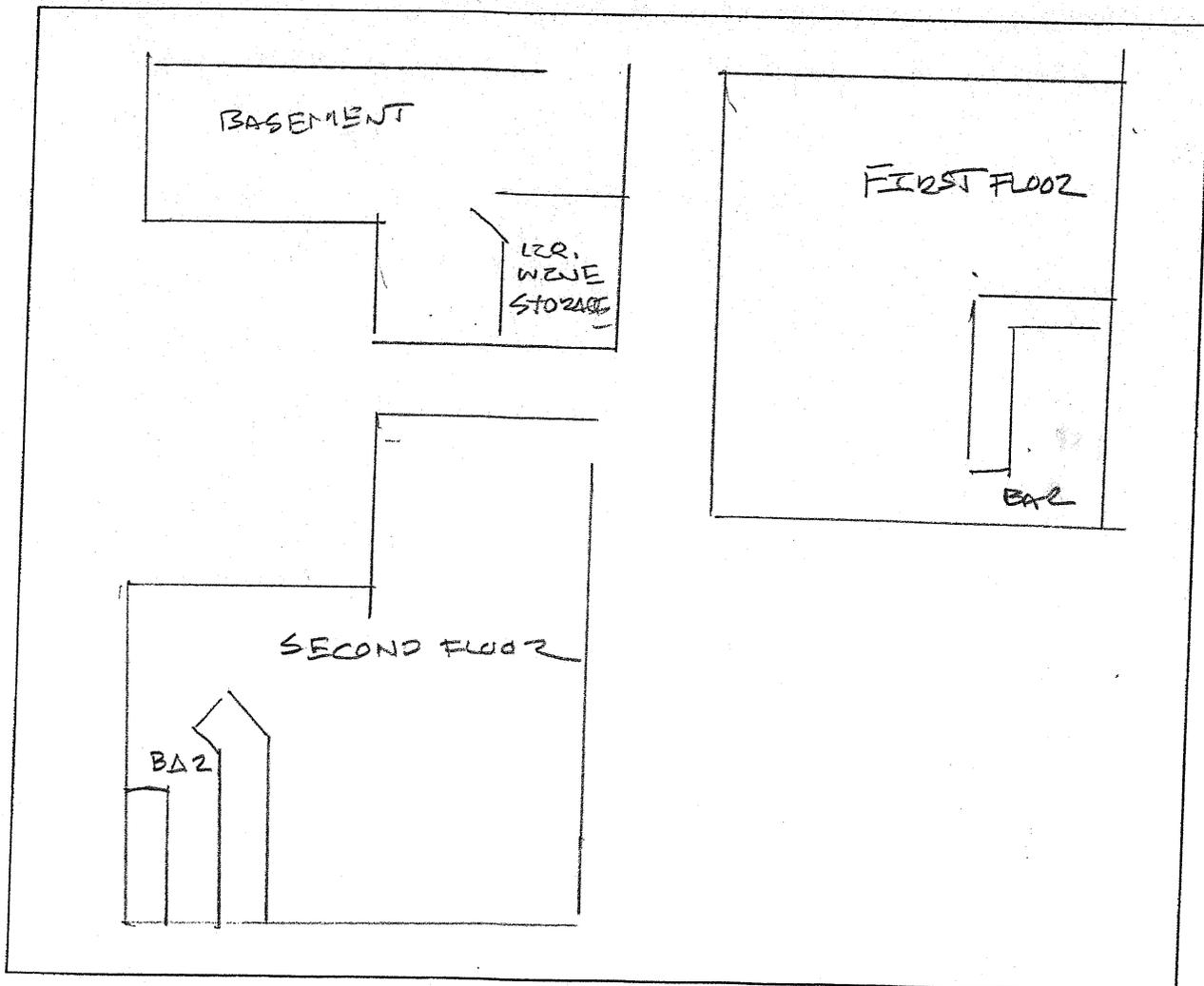
Bureau of Alcoholic Beverages and Lottery Operations
Division of Liquor Licensing & Enforcement
8 State House Station, Augusta, ME 04333-0008
10 Water Street, Hallowell, ME 04347
Tel: (207) 624-7220 Fax: (207) 287-3434
Email Inquiries: MaineLiquor@maine.gov

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.





OGUNQUIT AMUSEMENT LICENSE APPLICATION

NEW RENEWAL FOR THE YEAR: 2017-2018
BUSINESS NAME: M. O. PERKINS COVE
BUSINESS ADDRESS: 111 PERKINS COVE ROAD
BUSINESS PHONE # 207-646-6263 HOME PHONE # -
BUSINESS REG # 334 ISSUE DATE: 4/25/17 MAP: 1 LOT: 71, 72, 73
(Business Registration)
OCCUPANCY LOAD ESTABLISHED BY THE OGUNQUIT FIRE CHIEF: 144
NATURE OF BUSINESS: RESTAURANT
FORM OF ENTERTAINMENT: *(Please be specific)* JAZZ BAND FOR BRUNCH

APPLICANT: MARK LANGRISH / CLARK FRASIER ADDRESS: CAPE NEDDICK, ME.
HAS YOUR LICENSE TO CONDUCT THIS BUSINESS EVER BEEN DENIED, SUSPENDED OR REVOKED?
YES NO

If, YES, please explain:

HAVE YOU, ANY PARTNERS OR CORPORATE OFFICERS EVER BEEN CONVICTED OF A FELONY?
YES NO

If, YES, please explain:

NOTE - SPECIAL ATTENTION

APPLICATION MUST BE SUBMITTED NINETY DAYS (90) PRIOR TO THE EXPIRATION OF THE EXISTING LICENSE.

Please consult Title IX, Chapter 3 of the Ogunquit Municipal Code for all provisions applicable to this license. "Entertainment" is defined as follows in said Code:

"Entertainment shall include dancing by and for patrons, any music, videogames, devices, machines and any other amusement, performance, exhibition, diversion or other activity with an entertainment value whether provided for or used by patrons, independent contractors, employees or proprietors.

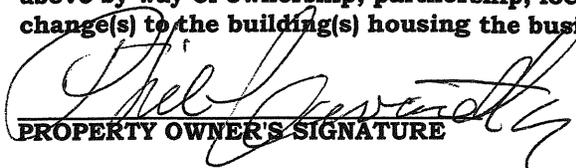
Entertainment shall not include televisions or radios nor shall it include "background music" meaning music not involving live performers and not used for dancing and which music is only incidental to the primary activity offered."

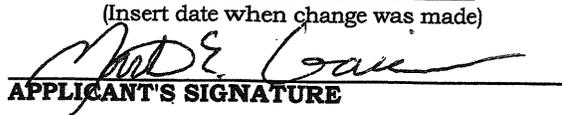
ATTENDANCE AT PUBLIC HEARING IS REQUIRED

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 since _____

(Insert date when change was made)

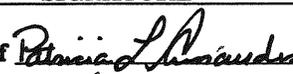

PROPERTY OWNER'S SIGNATURE


APPLICANT'S SIGNATURE

THE FOLLOWING MUST BE SUBMITTED WITH THIS APPLICATION:

1. All applications shall be accompanied by two (2) scale drawings at a scale of one (17") inch to ten (10') feet depicting the floors of the building in which the entertainment is to be located, all entrances and exits and all areas open to patrons indicating in each area the use made by patrons and indicating the floors and areas for which the applicant seeks a license.
2. Applicants for video game entertainment shall present, to scale, floor plans depicting the location and floor area of these devices and the location of the supervisor(s). Machines shall be listed by function and serial number.
3. Applicants for patron dancing entertainment shall present to scale floor plans depicting the location and size of the dance floor(s).
4. Each application shall constitute a new application and all required information must be included. **Licenses expire on May 31st of each year.**

FOR OFFICE USE ONLY

TITLE	SIGNATURE	APPROVAL		REPORT ATTACHED		DATE
		Yes	No	Yes	No	
Police Chief		<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	05-09-2017
Fire Chief		<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	5-8-17
Code Officer		<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	5-5-17

Received by:  (Town Clerk's Office) Fee \$ 100.⁰⁰ Date Paid 4/27/17

Check / Cash Ci Card 31740917

Filed with Liquor License Application

Date posted: 5/8/2017 Date Heard: 5/16/2017 Date Approved: _____ Date Denied: _____

OGUNQUIT BOARD OF SELECTMEN

OGUNQUIT

Beautiful Place by the Sea

5.2.2017
© 9. Dem

OGUNQUIT LIQUOR LICENSE APPLICATION

NEW RENEWAL FOR THE YEAR: 2017
 CURRENT LICENSE EXPIRATION DATE: 06/14/2017

BUSINESS NAME: THE OGT, LLC
 APPLICANT: THE OGT, LLC
 EMAIL: _____
 BUSINESS REG #: 2017-340 ISSUE DATE: 7/29/16 MAP: 006 LOT: 001
 OCCUPANCY LOAD ESTABLISHED BY THE OGUNQUIT FIRE CHIEF: 180

NOTE - SPECIAL ATTENTION

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TITLE	SIGNATURE	APPROVAL		REPORT ATTACHED		DATE
		YES	NO	YES	NO	
Police Chief	<i>Peterina L. Remauderi</i>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	05-10-2017
Fire Chief	<i>Mark Allen</i>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	5-13-17
Code Officer	<i>J.M.</i>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	5-11-17

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[Signature]
 APPLICANTS SIGNATURE

FOR OFFICE USE ONLY

Application Fee: \$200 Date Paid: 4/24/17 Check/Cash Check #: 1001
 Background Check Fee: \$ 42.00 (\$21.00 per person listed on application)
 Business Reg. Fee: \$150.00 Paid prior to Liquor Application? YES NO
 TOTAL PAID WITH APPLICATION: \$ 392.00 Received by: *[Signature]*
 (Town Clerk's Office)
 DATE POSTED: 5/8/17 DATE HEARD: 5/16/17 APPROVED: _____ DENIED: _____

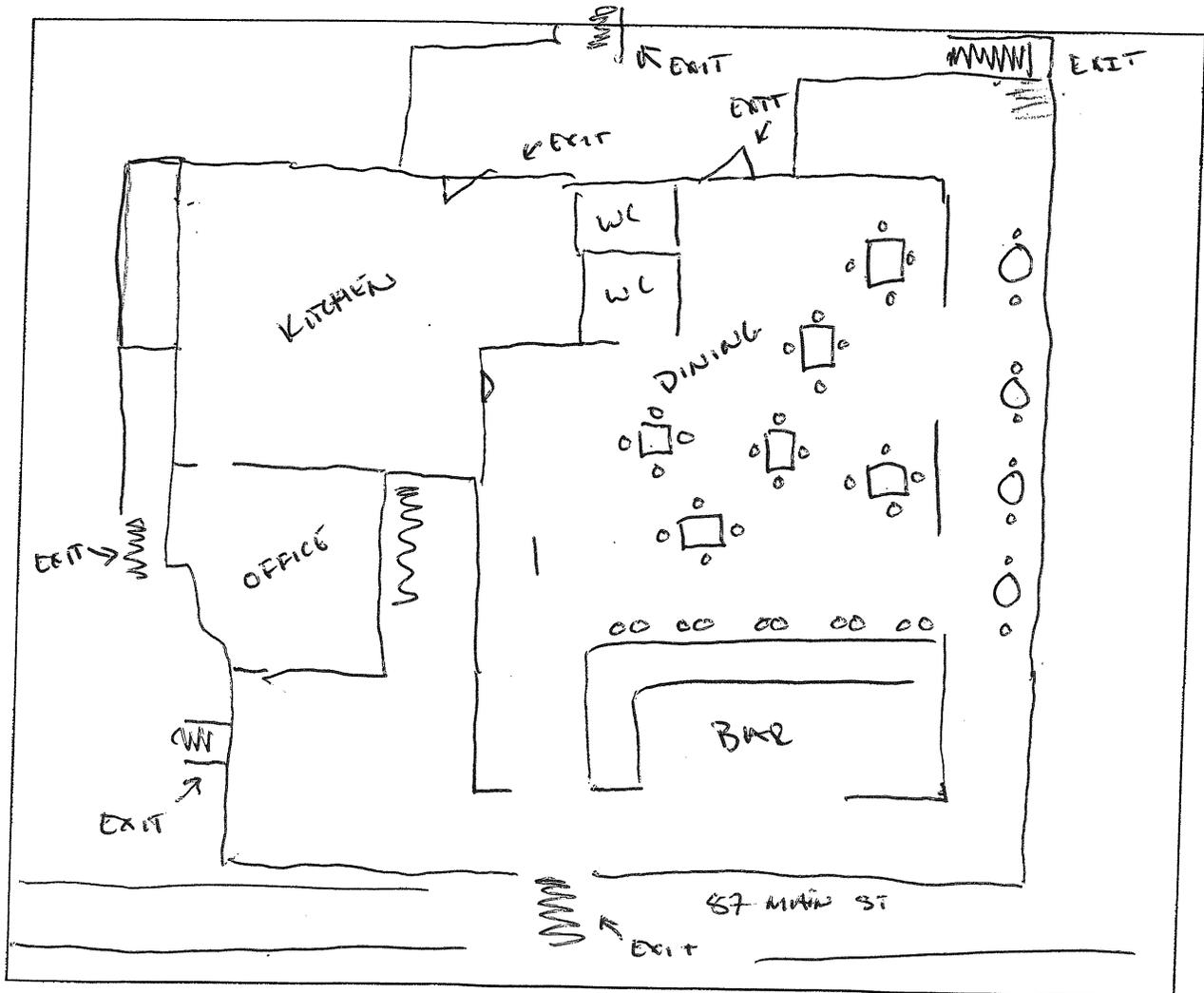
Bureau of Alcoholic Beverages and Lottery Operations
 Division of Liquor Licensing & Enforcement
 8 State House Station, Augusta, ME 04333-0008
 10 Water Street, Hallowell, ME 04347
 Tel: (207) 624-7220 Fax: (207) 287-3434
 Email Inquiries: MaineLiquor@maine.gov

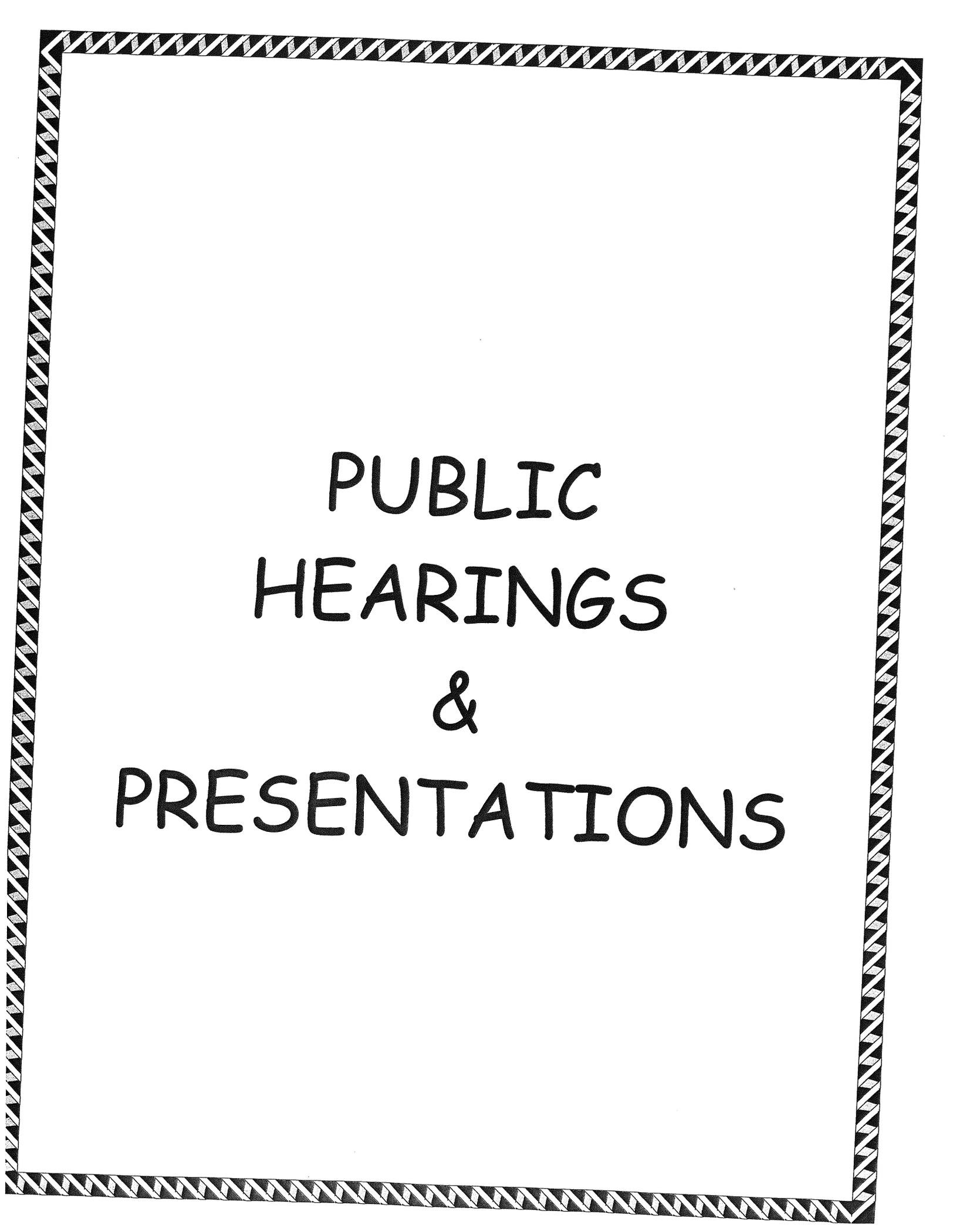
DIVISION USE ONLY	
<input type="checkbox"/>	Approved
<input type="checkbox"/>	Not Approved
BY:	

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.

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PUBLIC
HEARINGS
&
PRESENTATIONS

**WARRANT
FOR THE
2017 ANNUAL TOWN MEETING
OF THE
TOWN OF OGUNQUIT**

TO: **PATRICIA L. ARNAUDIN**, Chief of Police of the Town of Ogunquit, in the County of York, State of Maine:

GREETINGS:

In the name of the State of Maine, you are hereby required to notify and warn the inhabitants of the Town of Ogunquit in said county and state, qualified by law to vote in town affairs, to meet at the Dunaway Community Center, 23 School Street in said Town of Ogunquit on **Tuesday, the thirteenth (13) day of June 2017**, A.D. at eight o'clock in the morning (8:00 a.m.) until eight o'clock in the evening (8:00 p.m.) to vote by secret ballot on the following warrant articles; to wit:

- Article 1:** To elect a Moderator to preside at said Meeting. [**Note:** This question is not intended to be acted upon as part of the official secret ballot at the Annual Town Meeting.]
- Article 2:** To elect **Two (2) Select Board Members** for a three (3) year term to commence at the conclusion of the 2017 Annual Town Meeting; term ending Annual Town Meeting 2020.
- Article 3:** To elect **Two (2) Budget Review Committee Members** for a three (3) year term to commence at the conclusion of the 2017 Annual Town Meeting; term ending Annual Town Meeting 2020.
- Article 4:** To elect **One (1) Wells-Ogunquit Community School District Trustee** for a three (3) year term to commence July 1, 2017; term ending June 30, 2020.
- Article 5:** Shall the Town vote to appropriate **\$12,970.19** from the Town's **Undesignated Fund Balance** for payment of an additional 35 days salary for Town Manager Thomas Fortier pursuant to the terms of the Release and Voluntary Resignation Agreement?
- Article 6:** Shall an ordinance entitled "**An Ordinance to Amend Title X of the Ogunquit Municipal Code, Ogunquit Zoning Ordinance, Article 2 -Definitions**" be enacted? (**Note:** Language proposed to be inserted is indicated by underlining. Language proposed to be removed is indicated by a ~~strikeout line~~. All other portions of the ordinance are proposed to remain unchanged. The symbol "*****" indicates that a portion of the ordinance, which is not proposed to be changed, is not shown below, in order to save space.)

Article 2 – Definitions

Bureau (as referred to in Shoreland Zoning provisions)
State of Maine Department of ~~Conservation's Bureau Forestry~~ Maine Forest Service

Article 7: Shall an ordinance entitled “**An Ordinance to Amend Title X of the Ogunquit Municipal Code, Ogunquit Zoning Ordinance, Article 2 -Definitions**” be enacted? (Note: Language proposed to be inserted is indicated by underlining. Language proposed to be removed is indicated by a ~~strikeout line~~. All other portions of the ordinance are proposed to remain unchanged. The symbol “*****” indicates that a portion of the ordinance, which is not proposed to be changed, is not shown below, in order to save space.)

Article 2 – Definitions

Forest management activities

***** other similar or associated activities, ~~exclusive of~~ timber harvesting and the construction, creation or maintenance of roads.

Article 8: Shall an ordinance entitled “**An Ordinance to Amend Title X of the Ogunquit Municipal Code, Ogunquit Zoning Ordinance, Article 2 -Definitions**” be enacted? (Note: Language proposed to be inserted is indicated by underlining. Language proposed to be removed is indicated by a ~~strikeout line~~. All other portions of the ordinance are proposed to remain unchanged. The symbol “*****” indicates that a portion of the ordinance, which is not proposed to be changed, is not shown below, in order to save space.)

Article 2 – Definitions

Vending or Buyer Operated Retail Device

*****pay telephones and automated multispace parking meters, are exempted from this definition, and therefore are not regulated by section 9.19.

Article 9: Shall an ordinance entitled “**An Ordinance to Amend Title X of the Ogunquit Municipal Code, Ogunquit Zoning Ordinance, Table 702.1, Land Uses Permitted in Zoning Districts**” be enacted? (Note: Language proposed to be inserted is indicated by underlining. Language proposed to be removed is indicated by a ~~strikeout line~~. All other portions of the ordinance are proposed to remain unchanged. The symbol “*****” indicates that a portion of the ordinance, which is not proposed to be changed, is not shown below, in order to save space.)

Land Uses	Shoreland Zones														
	OFR	RD	RR1	RR2	DB	GB1	GB2	LB	F	SLR	SLC	SG1	SG2	SP	RP
Forest Management Activities	<u>A</u>	<u>A</u>	<u>A</u>	<u>A</u>	<u>A</u>	<u>A</u>	<u>A</u>	<u>A</u>	<u>A</u>	<u>A</u>	<u>A</u>	<u>A</u>	<u>A</u>	<u>A</u>	<u>A</u>
	<u>C</u>	<u>C</u>	<u>C</u>	<u>C</u>	<u>C</u>	<u>C</u>	<u>C</u>	<u>C</u>	<u>C</u>	<u>MFS</u>	<u>MFS</u>	<u>MFS</u>	<u>MFS</u>	<u>MFS</u>	<u>MFS</u>

Article 10: Shall an ordinance entitled “**An Ordinance to Amend Title X of the Ogunquit Municipal Code, Ogunquit Zoning Ordinance, Table 702.1, Land Uses Permitted in Zoning Districts**” be enacted? (Note: Language proposed to be inserted is indicated by underlining. Language proposed to be removed is indicated by a ~~strikeout line~~. All other portions of the ordinance are proposed to remain unchanged. The symbol “*****” indicates that a portion of the ordinance, which is not proposed to be changed, is not shown below, in order to save space.)

702.1 KEY

Reviewing Authority

~~MFS BFP - Permitted use with permit from the~~ Contact Maine Forest Service Bureau of Forest Protection

Article 11: Shall an ordinance entitled “**An Ordinance to Amend Title X of the Ogunquit Municipal Code, Ogunquit Zoning Ordinance, Table 702.1, Land Uses Permitted in Zoning Districts**” be enacted? (Note: Language proposed to be inserted is indicated by underlining. Language proposed to be removed is indicated by a ~~strikeout line~~. All other portions of the ordinance are proposed to remain unchanged. The symbol “*****” indicates that a portion of the ordinance, which is not proposed to be changed, is not shown below, in order to save space.)

Timber Harvesting	<u>€</u>	<u>€</u>	<u>€</u>	<u>€</u>	<u>NP</u>	<u>NP</u>	<u>NP</u>	<u>NP</u>	<u>€</u>	<u>BFP</u>	<u>NP</u>	<u>NP</u>	<u>NP</u>	<u>BFP</u>	<u>BFP</u>
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Article 12: Shall an ordinance entitled “**An Ordinance to Amend Title X of the Ogunquit Municipal Code, Ogunquit Zoning Ordinance, Article 9.21, Forest Management Activities**” be enacted? (Note: Language proposed to be inserted is indicated by underlining. Language proposed to be removed is indicated by a ~~strikeout line~~. All other portions of the ordinance are proposed to remain unchanged. The symbol “*****” indicates that a portion of the ordinance, which is not proposed to be changed, is not shown below, in order to save space.)

Article 9.21 — FOREST MANAGEMENT ACTIVITIES ~~Timber Harvesting Outside of the Shoreland Zone~~

Forest management activities ~~Timber harvesting operations~~ outside of the Shoreland Zone shall meet the following standards:

- ~~A. Outside of the Shoreland or Resource Protection Districts, no permit is required for timber harvesting involving the cutting and removal of up to 10 cords of wood for personal use in any calendar year. Any other timber harvesting shall either require a permit, or shall not be permitted, as indicated in Table 702.1.~~
- ~~B. Within the Shoreland and Resource Protection Districts, the provisions of section 9.15.L, of this Ordinance, as amended by section 1.8.C, shall apply to any timber harvesting.~~
- ~~C. No slash or other debris shall remain on the ground within the right of way or within a distance of 50 feet from the nearest edge of the right of way of any public road for more than 15 days after accumulation.~~
- ~~D. No slash or other debris shall remain on the ground within a distance of 25 feet from the boundary of land of another for more than 15 days after accumulation.~~
- ~~E. No timber harvesting operations or stockpiling will take place in the Town right of way.~~
- F A. Within the public right-of-way of any new or proposed entrance onto a public way a culvert approved by the Road Commissioner may be required to ensure that the natural flow of drainage water will not be interrupted and to protect the shoulder of the public road.
- G B. Where yarding and loading operations are conducted within 50 feet of the right-of-way, all debris remaining after such operations shall be removed and the ground restored to its original contour.
- C. Notification must be made to the Maine Forest Service by the owner if applicable.
- D. Whenever provisions of this ordinance are less stringent than the corresponding provisions of applicable federal, state, or municipal law or regulations, the more stringent provisions apply.
- H E. Any timber harvesting operation which will create less than 50 square feet of residual basal area per acre is prohibited, unless a statement from a licensed professional forester is provided demonstrating that such a harvest is appropriate.
- I F. Within 50 feet of any public road, timber harvesting shall be limited to selective cutting, which provides that cutting will be limited to 50% of the basal area which existed prior to the start of the operation.
- ~~J. The timber harvester shall conduct the operations in such a way to minimize soil erosion and sedimentation of surface waters. Operations shall conform to guidelines outlined in the book, Best Management prepared by the Maine Forest Service.~~
- ~~K. Timber harvesting shall conform to all applicable state laws and regulations, unless local ordinances are more restrictive.~~

Article 13: Shall an ordinance entitled “**An Ordinance to Repeal and Replace Title XVII, Private Use Helicopters, of the Ogunquit Municipal Code**” be enacted?

Title XVII (Private Use Helicopters) is hereby repealed and replaced with the following language:

**Title XVII
Helicopter Ordinance**

Section 101. Purpose

The purpose of this Ordinance is to restrict the landing of helicopters within the incorporated boundaries of the Town of Ogunquit.

Section 102. Definitions

102.01 Helicopter

An aircraft whose lift is derived from the aerodynamic forces acting on one or more powered rotors turning about substantially vertical axes.

102.02 Person

Any Helicopter pilot, helicopter passenger, helicopter owner, or any other individual responsible for a helicopter landing and/or take-off within the incorporated boundaries of the Town of Ogunquit.

Section 103. Landing of Helicopters Prohibited

No area within the incorporated boundaries of the Town of Ogunquit shall be used for the landing of helicopters except as provided in Section 104 of this Ordinance.

Section 104. Emergency Landings by Specified Agencies

Military, Coast Guard or law enforcement landings or takeoffs may occur at any time for emergency purposes at specified locations, with appropriate notification to the Fire and Police Departments. Use of helicopters for medical emergency purposes may also occur with prior notification to the Fire and Police Departments. Such landings shall be on an emergency basis only. Helicopter landings and takeoffs associated with public safety training exercises shall be allowed anywhere with prior notification to the Police and Fire Departments.

An exception may be made for the Governor of Maine, with prior notification of the Fire and Police Departments.

Section 105. Violations

Any person who violates any provision of this ordinance shall be subject to a civil penalty of five thousand dollars (\$5,000.00). Each day a violation continues to exist and each individual landing shall constitute a separate offense. A Uniform Summons and Complaint shall be issued for any violation of this Ordinance.

Section 106. Waiver/Payment of Fines

Waiver/Payment of Fines: Any person charged with a violation of this section, shall be allowed to pay a waiver fee of \$2,500 to the Town in satisfaction of the violation. Such amount must be paid within twenty (20) days of issuance of the Uniform Summons and Complaint. If the waiver fine is paid, no appearance before a District Court Judge or other judicial officer shall be required. If the offender pays the waiver fee, the matter will be closed in the Ogunquit Police Records system.

If the offender chooses not to pay the waiver fine, s/he shall appear in court on the specified date to answer for the ordinance violation. If the offender is found by the court to have committed the offense, the Town shall seek the full amount of the applicable fine amount, and shall be entitled to recover its costs of prosecution, including court costs and attorney's fees.

Section 107. Conflict with Other Regulations.

Where a conflict exists between any of the provisions of this Ordinance and any other applicable regulations, the more stringent provision shall govern and prevail.

Section 108. Severability

In the event that any section, subsection or any portion of this Ordinance shall be declared by any court of competent jurisdiction to be invalid for any reason, such decision shall not be deemed to effect the validity of any other section, subsection or other portion of this Ordinance; to this end, the provisions of this Ordinance are hereby declared to be severable.

Section 109. Effective Date

Notwithstanding the provisions of 1 M.R.S.A. Section 302 or any other law to the contrary, this Ordinance shall apply to any applications for permits or approvals required under the prior provisions of Title XVII or any other ordinance or code that were not pending before any officer, board, or agency of the Town as of December 6, 2016.

Article 14: Shall the Town vote to approve the **Municipal Officers’ Order of Discontinuance of a portion of Captain Thomas Road**, dated April 18, 2017 and filed with the Town Clerk? [*Note: Copies of the map showing the portion of Captain Thomas Road is available in the Town Clerk’s Office*]

BUDGET ARTICLES

Article 15: Shall the Town vote to raise and appropriate the sum of **\$794,275** for **General Government** expenditures for fiscal year 2017-2018? [*Note: If this article is defeated, the appropriation for General Government will default to \$818,458 pursuant to Section 503 of the Town Charter*].

Select Board recommends:	Yes	4-0, 1 absent
Budget Review Committee recommends:	Yes	5-0

Article 16: Shall the Town vote to raise and appropriate the sum of **\$13,310** for **Ogunquit Heritage Museum** expenditures for fiscal year 2017-2018? [*Note: If this article is defeated, the appropriation the Ogunquit Heritage Museum for will default to \$12,861 pursuant to Section 503 of the Town Charter*].

Select Board recommends:	Yes	4-0, 1 absent
Budget Review Committee recommends:	Yes	5-0

Article 17: Shall the Town vote to raise and appropriate the sum of **\$25,918** for **Recreation Department** expenditures for fiscal year 2017-2018?

[**Note: Pursuant to Section 503.6.1, this Article includes the Select Board and the Budget Review Committees’ recommendation as the two (2) voter choices.**]

Select Board recommends:	\$25,918	Yes	4-1
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Or

Budget Review Committee recommends:	\$13,000	Yes	5-0
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Article 18: Shall the Town vote to raise and appropriate the sum of **\$6,500** for **Ogunquit Performing Arts** for fiscal year 2017-2018? [*Note: If this article is defeated, the appropriation for Ogunquit Performing Arts will default to \$6,500 pursuant to Section 503 of the Town Charter*].

Select Board recommends:	Yes	4-0, 1 absent
Budget Review Committee recommends:	Yes	5-0

Article 19: Shall the Town vote to raise and appropriate the sum of **\$348,442** for **Land Use Department** expenditures for fiscal year 2017-2018? [*Note: If this article is*

defeated, the appropriation for the Land Use Department will default to \$346,453 pursuant to Section 503 of the Town Charter].

Select Board recommends: Yes 4-0, 1 absent
Budget Review Committee recommends: Yes 5-0

Article 20: Shall the Town vote to raise and appropriate the sum of **\$271,040** for **Visitors Services** expenditures for fiscal year 2017-2018? *[Note: If this article is defeated, the appropriation for Visitor Services will default to \$291,791 pursuant to Section 503 of the Town Charter].*

Select Board recommends: Yes 4-0, 1 absent
Budget Review Committee recommends: Yes 5-0

Article 21: Shall the Town vote to raise and appropriate the sum of **\$1,572,225** for **Police Department** expenditures for fiscal year 2017-2018? *[Note: If this article is defeated, the appropriation for the Police Department will default to \$1,496,775 pursuant to Section 503 of the Town Charter].*

Select Board recommends: Yes 4-0, 1 absent
Budget Review Committee recommends: Yes 5-0

Article 22: Shall the Town vote to raise and appropriate the sum of **\$1,342,522** for **Fire-Rescue Department** expenditures for fiscal year 2017-2018? *[Note: If this article is defeated, the appropriation for the Fire-Rescue Department will default to \$1,244,964 pursuant to Section 503 of the Town Charter].*

Select Board recommends: Yes 4-0, 1 absent
Budget Review Committee recommends: Yes 5-0

Article 23: Shall the Town vote to raise and appropriate the sum of **\$176,781** for **Lifeguard Services** expenditures for fiscal year 2017-2018? *[Note: If this article is defeated, the appropriation for Lifeguard Services will default to \$168,475 pursuant to Section 503 of the Town Charter].*

Select Board recommends: Yes 4-0, 1 absent
Budget Review Committee recommends: Yes 5-0

Article 24: Shall the Town vote to raise and appropriate the sum of **\$203,000** to provide for **Utilities** (Street Lights, Sewer Fees and Water Hydrants) for fiscal year 2017-2018? *[Note: If this article is defeated, the appropriation for Utilities will default to \$203,000 pursuant to Section 503 of the Town Charter].*

Select Board recommends: Yes 4-0, 1 absent
Budget Review Committee recommends: Yes 5-0

Article 25: Shall the Town vote to raise and appropriate the sum of **\$739,399** for **Public Works Department** expenditures for fiscal year 2017-2018? *[Note: If this article is defeated, the appropriation for the Public Works Department will default to \$752,619 pursuant to Section 503 of the Town Charter].*

Select Board recommends: Yes 4-0, 1 absent
Budget Review Committee recommends: Yes 5-0

Article 26: Shall the Town vote to raise and appropriate the sum of **\$304,894** for **Transfer Station** expenditures for fiscal year 2017-2018? *[Note: If this article is defeated, the appropriation for the Transfer Station will default to \$306,653 pursuant to Section 503 of the Town Charter]*

Select Board recommends: Yes 4-0, 1 absent
Budget Review Committee recommends: Yes 5-0

Article 27: Shall the Town vote to raise and appropriate the sum of **\$131,007** for **Harbormaster** expenditures for fiscal year 2017-2018? *[Note: If this article is defeated, the appropriation for the Harbormaster will default to \$119,455 pursuant to Section 503 of the Town Charter]*

Select Board recommends: Yes 4-0, 1 absent
Budget Review Committee recommends: Yes 5-0

Article 28: Shall the Town vote to raise and appropriate the sum of **\$2,000** for **General Assistance** expenditures for fiscal year 2017-2018? *[Note: If this article is defeated, the appropriation for General Assistance will default to \$2,000 pursuant to Section 503 of the Town Charter]*

Select Board recommends: Yes 4-0, 1 absent
Budget Review Committee recommends: Yes 5-0

Article 29: Shall the Town vote to raise and appropriate the sum of **\$140,600** for **Insurance** expenditures for fiscal year 2017-2018? *[Note: If this article is defeated, the appropriation for Insurance will default to \$149,700 pursuant to Section 503 of the Town Charter]*

Select Board recommends: Yes 4-0, 1 absent
Budget Review Committee recommends: Yes 5-0

Article 30: Shall the Town vote to raise and appropriate the sum of **\$365,109** for **Administrative Services Department** expenditures for fiscal year 2017-2018? *[Note: If this article is defeated, the appropriation for the Administrative Services Department will default to \$443,673 pursuant to Section 503 of the Town Charter]*

Select Board recommends: Yes 4-0, 1 absent
Budget Review Committee recommends: Yes 5-0

Article 31: Shall the Town vote to raise and appropriate the sum of **\$14,935** for **Conservation** expenditures for fiscal year 2017-2018? *[Note: If this article is defeated, the appropriation for Conservation will default to \$18,174 pursuant to Section 503 of the Town Charter]*

Select Board recommends: Yes 4-0, 1 absent
Budget Review Committee recommends: Yes 5-0

Article 32: Shall the Town vote to raise and appropriate the sum of **\$64,151** for **Information Services** expenditures for fiscal year 2017-2018? *[Note: If this article is defeated, the appropriation for Information Services will default to \$56,130 pursuant to Section 503 of the Town Charter]*

Select Board recommends: Yes 4-0, 1 absent
Budget Review Committee recommends: Yes 5-0

Article 33: Shall the Town vote to raise and appropriate the sum of **\$7,100** for **Shellfish Conservation** expenditures for fiscal year 2017-2018? *[Note: If this article is defeated, the appropriation for Shellfish Conservation will default to \$9,207 pursuant to Section 503 of the Town Charter]*

Select Board recommends: Yes 4-0, 1 absent
Budget Review Committee recommends: Yes 5-0

Article 34: Shall the Town vote to raise and appropriate the sum of **\$33,000** for the **Marginal Way Committee** for fiscal year 2017-2018? *[Note: If this article is defeated, the appropriation for the Marginal Way Committee will default to \$7,000 pursuant to Section 503 of the Town Charter]*

Select Board recommends: Yes 4-0, 1 absent
Budget Review Committee recommends: Yes 5-0

Article 35: Shall the Town vote to raise and appropriate the sum of **\$5,583** for **Piping Plover** expenditures for fiscal year 2017-2018? *[Note: If this article is defeated, the appropriation for Piping Plover will default to \$1,217 pursuant to Section 503 of the Town Charter]*

Select Board recommends: Yes 4-0, 1 absent
Budget Review Committee recommends: Yes 5-0

Article 36: Shall the Town vote to raise and appropriate the sum of **\$500** for the **American Legion** for fiscal year 2017-2018? *[Note: If this article is defeated, the*

appropriation for American Legion will default to \$500 pursuant to Section 503 of the Town Charter]

Select Board recommends: Yes 4-0, 1 absent
Budget Review Committee recommends: Yes 5-0

Article 37: Shall the Town vote to raise and appropriate the sum of **\$1,500** for **Cemeteries** for fiscal year 2017-2018? *[Note: If this article is defeated, the appropriation for Cemeteries will default to \$1,800 pursuant to Section 503 of the Town Charter]*

Riverside Cemetery \$ 500.00
Locust Grove Cemetery \$ 500.00
Ocean View Cemetery \$ 500.00

Select Board recommends: Yes 4-0, 1 absent
Budget Review Committee recommends: Yes 5-0

Article 38: Shall the town vote to raise and appropriate the sum of **\$5,000** for the **Wells-Ogunquit Historical Society** for fiscal year 2017-2018? *[Note: If this article is defeated, the appropriation for the Wells-Ogunquit Historical Society will default to \$5,000 pursuant to Section 503 of the Town Charter]*

Select Board recommends: Yes 4-0, 1 absent
Budget Review Committee recommends: Yes 5-0

Article 39: Shall the Town vote to raise and appropriate the sum of **\$809,639** for **Debt Management** expenditures for fiscal year 2017-2018? *[Note: If this article is defeated, the appropriation for Debt Management will default to \$806,434 pursuant to Section 503 of the Town Charter]*

Select Board recommends: Yes 4-0, 1 absent
Budget Review Committee recommends: Yes 5-0

Article 40: Shall the Town vote to raise and appropriate the sum of **\$3,000** for the **Unemployment Reserve Account**? *[Note: If this article is defeated, the appropriation for the Unemployment Reserve Account will default to \$3,000 pursuant to Section 503 of the Town Charter]*

Select Board recommends: Yes 4-0, 1 absent
Budget Review Committee recommends: Yes 5-0

Article 41: Shall the Town vote to raise and appropriate the sum of **\$40,000** for the **Accrued Liability Reserve Account**? *[Note: If this article is defeated, the appropriation for the Accrued Liability Account will default to \$40,000 pursuant to Section 503 of the Town Charter]*

Select Board recommends: Yes 4-0, 1 absent
Budget Review Committee recommends: Yes 5-0

Article 42: Shall the Town vote to raise and appropriate the sum of **\$15,000** for the **Building Maintenance Account**, which shall be part of **General Government**? *[Note: If this article is defeated, the appropriation for the Building Maintenance Account will default to \$15,000 pursuant to Section 503 of the Town Charter]*

Select Board recommends: Yes 4-0, 1 absent
Budget Review Committee recommends: Yes 5-0

Article 43: Shall the Town vote to appropriate the sum of **\$25,000** from the **Undesignated Fund Balance** for the **Land Conservation Reserve Account**? *[Note: If this article is defeated, the appropriation for the Land Conservation Reserve Account will default to \$0 pursuant to Section 503 of the Town Charter]*

Select Board recommends: Yes 4-0, 1 absent
Budget Review Committee recommends: Yes 5-0

Article 44: Shall the Town vote to appropriate the sum of **\$20,000** from the **Undesignated Fund Balance** for the **Reserve Fund for Closeout and/or Retirement of ECOMaine Facilities**? *[Note: If this article is defeated, the appropriation for the Reserve for Closeout and /or Retirement of ECOMaine Facilities will default to \$20,000 pursuant to Section 503 of the Town Charter]*

Select Board recommends: Yes 4-0, 1 absent
Budget Review Committee recommends: Yes 5-0

Article 45: Shall the Town vote to raise and appropriate the sum of **\$20,000** for the **Union Contract and Salary Adjustment Reserve Account**? *[Note: If this article is defeated, the appropriation for the Union Contract and Salary Adjustment Reserve Account will default to \$10,000 pursuant to Section 503 of the Town Charter]*

Select Board recommends: Yes 4-0, 1 absent
Budget Review Committee recommends: Yes 5-0

Article 46: Shall the Town vote to appropriate a sum not to exceed **\$20,000** from the **Undesignated Fund Balance** for the **Town Manager Search Committee for Expenses Related to the Hiring of a Town Manager**? *[Note: If this article is defeated, the appropriation for Expenses Related to the Hiring of a Town Manager will default to \$0 pursuant to Section 503 of the Town Charter]*

Select Board recommends: Yes 5-0
Budget Review Committee recommends: Yes 4-0, 1 absent

Article 47: Shall the Town vote to appropriate a sum not to exceed **\$65,000** from the **Undesignated Fund Balance** to replenish the **Natural Disaster Emergency Repair Fund** which was used to fund **Emergency Repairs to the Perkins Cove Foot Bridge**? *[Note: If this article is defeated, the appropriation for Emergency Repairs to the Perkins Cove Foot Bridge will default to \$0 pursuant to Section 503 of the Town Charter]*

Select Board recommends: Yes 5-0
Budget Review Committee recommends: Yes 5-0

Article 48: Shall the Town vote to appropriate a sum not to exceed **\$2,500** from the **Undesignated Fund Balance** to replenish the **Natural Disaster Emergency Repair Fund** which was used to fund **Emergency Repairs to the Perkins Cove Pedestrian Ramp**? *[Note: If this article is defeated, the appropriation for Emergency Repairs to the Perkins Cove Pedestrian Ramp will default to \$0 pursuant to Section 503 of the Town Charter]*

Select Board recommends: Yes 5-0
Budget Review Committee recommends: Yes 5-0

Article 49: Shall the Town vote to appropriate a sum not to exceed **\$17,000** from the **Undesignated Fund Balance** for the **Re-codification of the Town's Ordinances** for the **General Government Department**? *[Note: If this article is defeated, the appropriation for Re-codification of the Town's Ordinances for the General Government Department will default to \$0 pursuant to Section 503 of the Town Charter]*

Select Board recommends: Yes 5-0
Budget Review Committee recommends: Yes 5-0

Article 50: Shall the Town vote to appropriate a sum not to exceed **\$120,000** from the **Undesignated Fund Balance** to **Fund Professional Services to Provide a Design, Building Cost Estimate and Other Associated Costs to Re-purpose the Ogunquit Village School**? *[Note: If this article is defeated, the appropriation for a Design Plan to Re-purpose of the Ogunquit Village School will default to \$0 pursuant to Section 503 of the Town Charter]*

Select Board recommends: Yes 5-0
Budget Review Committee recommends: Yes 5-0

Article 51: Shall the Town (1) vote to approve a capital improvement project consisting of **Improvements to Ogunquit Village School for the Development of a Community Center** for the **Parks and Recreation Department**, (the "Project"); (2) appropriate a sum not to exceed **\$1,800,000** to provide for the costs of the Project; and (3) to fund said appropriation, authorize the Treasurer and Chairman of the Select Board to issue general obligation securities of the Town of Ogunquit,

Maine (including temporary notes in anticipation of the sale thereof) in an aggregate principal amount not to exceed **\$1,800,000**; and (4) delegate to the Treasurer and the Chairman of the Select Board the authority to fix the date(s), maturity(ies), interest rate(s), call(s) for redemption, refunding of said securities, place(s) of payment, form, and other details of said securities, including execution and delivery of said securities on behalf of the Town of Ogunquit, and to provide for the sale thereof?

FINANCIAL STATEMENT

1. **Total Indebtedness**
 - a. Bonds outstanding and unpaid: \$ 8,167,493
 - b. Bonds authorized and unissued: \$ 0
 - c. Bonds to be issued if this Article is approved \$ 1,800,000
2. **Costs**
 - a. At an estimated interest rate of 5.00% for a twenty (20) year maturity, the estimated costs of this bond issue will be:

Principal:	\$ <u>1,800,000</u>
Interest:	\$ <u>774,000</u>
Total Debt Service:	\$ <u>2,574,000</u>

3. **Validity**

The validity of the bonds and of the voters' ratification of the bonds may not be affected by any errors in the above estimates. If the actual amount of the total debt service for the bond issue varies from the estimate, the ratification by the electors is nevertheless conclusive and the validity of the bond issue is not affected by reason of the variance.

/s/ _____
 John Quartararo
 Town Treasurer

[Note: Pursuant to Section 503.6.1, this Article includes the Select Board and the Budget Review Committees' recommendation as the two (2) voter choices.]

Select Board recommends: \$1,800,000 Yes 4-1

Or

Budget Review Committee recommends: \$0 Yes 5-0

Article 52: Shall the Town (1) vote to approve **Improvements to the Parking Lots** for the **Visitor Services Department** (the "Project"); (2) appropriate a sum not to exceed **\$60,000** to provide for the costs of the Project; and (3) to fund said appropriation,

authorize the Treasurer and Chairman of the Select Board to issue general obligation securities of the Town of Ogunquit, Maine (including temporary notes in anticipation of the sale thereof) in an aggregate principal amount not to exceed \$60,000; and (4) delegate to the Treasurer and the Chairman of the Select Board the authority to fix the date(s), maturity(ies), interest rate(s), call(s) for redemption, refunding of said securities, place(s) of payment, form, and other details of said securities, including execution and delivery of said securities on behalf of the Town of Ogunquit, and to provide for the sale thereof? [Note: If this article is defeated, the appropriation for Improvements to the Parking Lots for the Visitor Services Department will default to \$0 pursuant to Section 503 of the Town Charter]

FINANCIAL STATEMENT

1. Total Indebtedness
 - a. Bonds outstanding and unpaid: \$ 8,167,493
 - b. Bonds authorized and unissued: \$ 0
 - c. Bonds to be issued if this Article is approved \$ 60,000
2. Costs
 - a. At an estimated interest rate of 3.00% for a five (5) year maturity, the estimated costs of this bond issue will be:

Principal:	\$ 60,000
Interest:	\$ 5,400
Total Debt Service:	<u>\$ 65,400</u>

3. Validity
The validity of the bonds and of the voters' ratification of the bonds may not be affected by any errors in the above estimates. If the actual amount of the total debt service for the bond issue varies from the estimate, the ratification by the electors is nevertheless conclusive and the validity of the bond issue is not affected by reason of the variance.

/s/ _____
John Quartararo
Town Treasurer

Select Board recommends:	Yes 5-0
Budget Review Committee recommends:	Yes 5-0

Article 53: Shall the Town (1) vote to approve the **Purchase of Multi-Space Parking Meters** for the **Visitor Services Department** (the "Project"); (2) appropriate a sum not to exceed \$204,000 to provide for the costs of the Project; and (3) to fund said appropriation, authorize the Treasurer and Chairman of the Select Board to issue general obligation securities of the Town of Ogunquit, Maine (including temporary notes in anticipation of the sale thereof) in an aggregate principal amount not to exceed \$204,000; and (4) delegate to the Treasurer and the Chairman of the Select Board the authority to fix the date(s), maturity(ies),

interest rate(s), call(s) for redemption, refunding of said securities, place(s) of payment, form, and other details of said securities, including execution and delivery of said securities on behalf of the Town of Ogunquit, and to provide for the sale thereof? *[Note: If this article is defeated, the appropriation for the Purchase of Multi-Space Parking Meters for the Visitor Services Department will default to \$0 pursuant to Section 503 of the Town Charter]*

FINANCIAL STATEMENT

1. Total Indebtedness
 - a. Bonds outstanding and unpaid: \$ 8,167,493
 - b. Bonds authorized and unissued: \$ 0
 - c. Bonds to be issued if this Article is approved \$ 204,000
2. Costs
 - a. At an estimated interest rate of 3.00% for a five (5) year maturity, the estimated costs of this bond issue will be:

Principal:	\$ <u>204,000</u>
Interest:	\$ <u>18,360</u>
Total Debt Service:	\$ <u>222,360</u>

3. Validity
 The validity of the bonds and of the voters' ratification of the bonds may not be affected by any errors in the above estimates. If the actual amount of the total debt service for the bond issue varies from the estimate, the ratification by the electors is nevertheless conclusive and the validity of the bond issue is not affected by reason of the variance.

/s/ _____
 John Quartararo
 Town Treasurer

Select Board recommends: Yes 5-0
 Budget Review Committee recommends: Yes 5-0

Article 54: Shall the Town vote to appropriate a sum not to exceed **\$200,000** for the **Purchase of an Ambulance** for the **Fire Department**, with **\$155,000** to be appropriated from the **Ambulance Reserve Account** and **\$45,000** to be appropriated from **Undesignated Fund Balance**? *[Note: If this article is defeated, the appropriation for the Purchase of an Ambulance for the Fire Department will default to \$0 pursuant to Section 503 of the Town Charter]*

Select Board recommends: Yes 5-0
 Budget Review Committee recommends: Yes 5-0

Article 55: Shall the Town vote to appropriate a sum not to exceed **\$30,000** from the **Undesignated Fund Balance** for the **Rehabilitation of the Fire Station Kitchen** for the **Fire Department**? *[Note: If this article is defeated, the appropriation for*

the Rehabilitation of the Fire Station Kitchen for the Fire Department will default to \$0 pursuant to Section 503 of the Town Charter]

Select Board recommends: Yes 5-0
Budget Review Committee recommends: Yes 3-2

Article 56: Shall the Town vote to appropriate a sum not to exceed **\$25,000** from the **Undesignated Fund Balance for Repairs to the Tennis Court** at Agamenticus Field for the **Public Works Department**? *[Note: If this article is defeated, the appropriation for Repairs to the Tennis Courts at Agamenticus Field for the Public Works Department will default to \$0 pursuant to Section 503 of the Town Charter]*

Select Board recommends: Yes 5-0
Budget Review Committee recommends: Yes 4-1

Article 57: Shall the Town vote to appropriate a sum not to exceed **\$10,000** from the **Undesignated Fund Balance** for the **Replacement of the Main Beach Ramp Decking** for the **Public Works Department**? *[Note: If this article is defeated, the appropriation for the Replacement of the Main Beach Ramp Decking for the Public Works Department will default to \$0 pursuant to Section 503 of the Town Charter]*

Select Board recommends: Yes 5-0
Budget Review Committee recommends: Yes 5-0

Article 58: Shall the Town (1) vote to approve the **Purchase of a Tractor with Mower** for the **Public Works Department** (the "Project"); (2) appropriate a sum not to exceed **\$25,100** to provide for the costs of the Project; and (3) to fund said appropriation, authorize the Treasurer and Chairman of the Select Board to issue general obligation securities of the Town of Ogunquit, Maine (including temporary notes in anticipation of the sale thereof) in an aggregate principal amount not to exceed **\$25,100**; and (4) delegate to the Treasurer and the Chairman of the Select Board the authority to fix the date(s), maturity(ies), interest rate(s), call(s) for redemption, refunding of said securities, place(s) of payment, form, and other details of said securities, including execution and delivery of said securities on behalf of the Town of Ogunquit, and to provide for the sale thereof? *[Note: If this article is defeated, the appropriation for the Purchase of a Tractor with Mower for the Public Works Department will default to \$0 pursuant to Section 503 of the Town Charter]*

FINANCIAL STATEMENT

1.	<u>Total Indebtedness</u>	
	a.	Bonds outstanding and unpaid: \$ 8,167,493
	b.	Bonds authorized and unissued: \$ 0

- c. Bonds to be issued if this Article is approved \$ 25,100
- 2. Costs
 - a. At an estimated interest rate of 3.00% for a five (5) year maturity, the estimated costs of this bond issue will be:

Principal:	\$ <u>25,100</u>
Interest:	\$ <u>2,259</u>
Total Debt Service:	\$ <u>27,359</u>

- 3. Validity
 The validity of the bonds and of the voters' ratification of the bonds may not be affected by any errors in the above estimates. If the actual amount of the total debt service for the bond issue varies from the estimate, the ratification by the electors is nevertheless conclusive and the validity of the bond issue is not affected by reason of the variance.

/s/ _____
 John Quartararo
 Town Treasurer

Select Board recommends:	Yes 4-1
Budget Review Committee recommends:	Yes 5-0

Article 59: Shall the Town (1) vote to approve a capital improvement project consisting of the **Purchase of a Plow Truck with Wing and Sander** for the **Public Works Department**, (the "Project"); (2) appropriate a sum not to exceed **\$170,000** to provide for the costs of the Project; and (3) to fund said appropriation, authorize the Treasurer and Chairman of the Select Board to issue general obligation securities of the Town of Ogunquit, Maine (including temporary notes in anticipation of the sale thereof) in an aggregate principal amount not to exceed **\$170,000**; and (4) delegate to the Treasurer and the Chairman of the Select Board the authority to fix the date(s), maturity(ies), interest rate(s), call(s) for redemption, refunding of said securities, place(s) of payment, form, and other details of said securities, including execution and delivery of said securities on behalf of the Town of Ogunquit, and to provide for the sale thereof? *[Note: If this article is defeated, the appropriation for the Purchase of a Plow Truck with Wing and Sander for the Public Works Department will default to \$0 pursuant to Section 503 of the Town Charter]*

FINANCIAL STATEMENT

- 1. Total Indebtedness
 - a. Bonds outstanding and unpaid: \$ 8,167,493
 - b. Bonds authorized and unissued: \$ 0
 - c. Bonds to be issued if this Article is approved \$ 170,000
- 2. Costs
 - a. At an estimated interest rate of 4.00% for a ten (10) year maturity, the estimated costs of this bond issue will be:

Principal:	\$ 170,000
Interest:	\$ 37,400
Total Debt Service:	\$ <u>207,400</u>

3. Validity

The validity of the bonds and of the voters' ratification of the bonds may not be affected by any errors in the above estimates. If the actual amount of the total debt service for the bond issue varies from the estimate, the ratification by the electors is nevertheless conclusive and the validity of the bond issue is not affected by reason of the variance.

/s/ _____
John Quartararo
Town Treasurer

Select Board recommends:	Yes	5-0
Budget Review Committee recommends:	Yes	4-1

Article 60: Shall the Town vote to appropriate a sum not to exceed **\$15,000** from the **Undesignated Fund Balance** for the **Purchase of Overhead Heaters** for the **Public Works Department**? *[Note: If this article is defeated, the appropriation for the Purchase of Overhead Heaters for the Public Works Department will default to \$0 pursuant to Section 503 of the Town Charter]*

Select Board recommends:	Yes	5-0
Budget Review Committee recommends:	Yes	5-0

Article 61: Shall the Town vote to appropriate a sum not to exceed **\$15,000** from the **Undesignated Fund Balance** for an **Drainage Engineering Study of Agamenticus Road** for the **Public Works Department**? *[Note: If this article is defeated, the appropriation for an Engineering Study of Agamenticus Road for the Public Works Department will default to \$0 pursuant to Section 503 of the Town Charter]*

Select Board recommends:	Yes	5-0
Budget Review Committee recommends:	Yes	5-0

Article 62: Shall the Town (1) vote to approve a capital improvement project consisting of the **Maintenance and Overlay of Cherry Lane** for the **Public Works Department**, (the "Project"); (2) appropriate a sum not to exceed **\$50,000** to provide for the costs of the Project; and (3) to fund said appropriation, authorize the Treasurer and Chairman of the Select Board to issue general obligation securities of the Town of Ogunquit, Maine (including temporary notes in anticipation of the sale thereof) in an aggregate principal amount not to exceed **\$50,000**; and (4) delegate to the Treasurer and the Chairman of the Select Board the authority to fix the date(s), maturity(ies), interest rate(s), call(s) for redemption, refunding of said securities, place(s) of payment, form, and other details of said securities, including execution and delivery of said securities on

behalf of the Town of Ogunquit, and to provide for the sale thereof? [Note: If this article is defeated, the appropriation for the Maintenance and Overlay of Cherry Lane for the Public Works Department will default to \$0 pursuant to Section 503 of the Town Charter]

FINANCIAL STATEMENT

1. Total Indebtedness
 - a. Bonds outstanding and unpaid: \$ 8,167,493
 - b. Bonds authorized and unissued: \$ 0
 - c. Bonds to be issued if this Article is approved \$ 50,000
2. Costs
 - a. At an estimated interest rate of 3.00% for a five (5) year maturity, the estimated costs of this bond issue will be:

Principal:	\$ <u>50,000</u>
Interest:	\$ <u>4,500</u>
Total Debt Service:	\$ <u>54,500</u>

3. Validity
 The validity of the bonds and of the voters' ratification of the bonds may not be affected by any errors in the above estimates. If the actual amount of the total debt service for the bond issue varies from the estimate, the ratification by the electors is nevertheless conclusive and the validity of the bond issue is not affected by reason of the variance.

 /s/
 John Quartararo
 Town Treasurer

Select Board recommends:	Yes 5-0
Budget Review Committee recommends:	Yes 5-0

Article 63: Shall the Town (1) vote to approve a capital improvement project consisting of the **Repairs to the Perkins Cove Boatways for the Harbor Master Department**, (the "Project"); (2) appropriate a sum not to exceed **\$50,000** to provide for the costs of the Project; and (3) to fund said appropriation, authorize the Treasurer and Chairman of the Select Board to issue general obligation securities of the Town of Ogunquit, Maine (including temporary notes in anticipation of the sale thereof) in an aggregate principal amount not to exceed **\$50,000**; and (4) delegate to the Treasurer and the Chairman of the Select Board the authority to fix the date(s), maturity(ies), interest rate(s), call(s) for redemption, refunding of said securities, place(s) of payment, form, and other details of said securities, including execution and delivery of said securities on behalf of the Town of Ogunquit, and to provide for the sale thereof? [Note: If this article is defeated, the appropriation for the Repairs to the Perkins Cove Boatways for the Harbor Master Department will default to \$0 pursuant to Section 503 of the Town Charter].

FINANCIAL STATEMENT

- 1. Total Indebtedness
 - a. Bonds outstanding and unpaid: \$ 8,167,493
 - b. Bonds authorized and unissued: \$ 0
 - c. Bonds to be issued if this Article is approved \$ 50,000
- 2. Costs
 - a. At an estimated interest rate of 3.00% for a five (5) year maturity, the estimated costs of this bond issue will be:
 - Principal: \$ 50,000
 - Interest: \$ 4,500
 - Total Debt Service: \$ 54,500
- 3. Validity

The validity of the bonds and of the voters' ratification of the bonds may not be affected by any errors in the above estimates. If the actual amount of the total debt service for the bond issue varies from the estimate, the ratification by the electors is nevertheless conclusive and the validity of the bond issue is not affected by reason of the variance.

/s/ _____
John Quartararo
Town Treasurer

Select Board recommends: Yes 5-0
Budget Review Committee recommends: Yes 5-0

Article 64: Shall the Town (1) vote to approve a capital improvement project consisting of the **Purchase of Transit Van** for the **Administrative Services Department**, (the "Project"); (2) appropriate a sum not to exceed **\$25,000** to provide for the costs of the Project; and (3) to fund said appropriation, authorize the Treasurer and Chairman of the Select Board to issue general obligation securities of the Town of Ogunquit, Maine (including temporary notes in anticipation of the sale thereof) in an aggregate principal amount not to exceed **\$25,000**; and (4) delegate to the Treasurer and the Chairman of the Select Board the authority to fix the date(s), maturity(ies), interest rate(s), call(s) for redemption, refunding of said securities, place(s) of payment, form, and other details of said securities, including execution and delivery of said securities on behalf of the Town of Ogunquit, and to provide for the sale thereof?

FINANCIAL STATEMENT

- 1. Total Indebtedness
 - a. Bonds outstanding and unpaid: \$ 8,167,493
 - b. Bonds authorized and unissued: \$ 0
 - c. Bonds to be issued if this Article is approved \$ 25,000

- Article 68:** Shall the Town vote to increase the property tax levy limit established for Ogunquit by State law in the event that the municipal budget approved for fiscal year **2017-2018** will result in a tax commitment that is greater than the property tax levy limit?
- Article 69:** Shall the Town authorize the Select Board to apply for and accept grant funds, donations and gifts; and authorize the Select Board to spend such funds for the purposes intended as allowed by law?
- Article 70:** Beginning with taxes assessed for **Fiscal Year 2018-2019**, shall Personal Property Taxes be payable in one installment due in the fall of each year, the actual tax due date to be set by Town Meeting?
- Article 71:** Shall the Town vote to fix the date when property taxes shall be due and payable as follows:
- One-half (1/2) of the tax commitment shall be due 30 days after the commitment; on or about November 1, 2017,
 - The other one-half (1/2) of the tax commitment shall be due on or about May 1, 2018; and further,
 - Interest at the rate of seven-percent (7%) per annum shall be charged for taxes not paid by the established due date(s).
- Article 72:** Shall the Town vote to pay no more than three-percent (3%) per annum to taxpayers who pay taxes in excess of the amounts finally assessed, and to authorize such interest paid or abatements granted to be charged against the Town's annual overlay, or if necessary, against the Town's **Undesignated Fund** balance?
- Article 73:** Shall the Town vote to authorize the Select Board to make one of the following decisions for each **Tax Lien Acquired Property**?
1. To dispose of the property by allowing the immediate former owner, or the immediate former owner's estate, to buy back title to the property from the Town. Buy-back of the property shall require payment of all taxes due plus interest and lien costs; payment of all other costs, and satisfaction of all other conditions established by the Select Board.
 2. To dispose of the property by conducting a limited public sale among the parties who own property that directly abuts this property, with a minimum price of all taxes due plus interest costs and lien costs; payment of all other costs and/or satisfaction of all other conditions established by the Select Board, which may include a lesser amount than the full taxes due when the Select Board deems such amount to be in the best interest of the Town.

3. To dispose of the property by public sealed bid auction or other public process, with a minimum price of all taxes due plus interest and lien costs; payment of all other costs and/or satisfaction of all other conditions established by the Select Board, which may include a lesser amount than the full taxes due when the Select Board deems such amount to be in the best interest of the Town.
4. To hold Town title to the property.

Article 74: Shall the Town authorize the Treasurer to waive foreclosure on a Tax Lien, leaving the Tax Lien Mortgage in full force and effect as provided for in 36 M.R.S.A. 944 (1)?

Article 75: Shall the Town vote to authorize the Select Board to dispose of town-owned surplus property upon such terms and conditions as the Select Board may deem to be in the best interests of the Town as otherwise allowed by law?

Given under our hands this 2nd day of May, 2017, A.D. in Ogunquit, Maine, by the Select Board, acting in their capacity as the Municipal Officers:

OGUNQUIT SELECT BOARD

Barbara Dailey, Chair

John M. Daley, Vice-Chair

Richard A. Dolliver, Member

Gary S. Latulippe, Member

Robert N. Winn, Jr., Member

State of Maine
County of York, ss

A True Copy,
Attest:

Town of Ogunquit, Maine

Dated: _____

VOTER INFORMATION: The Registrar of Voters will hold office hours while the polls are open to correct any error in or change a name or address on the voting list, to accept the registration of any person eligible to vote and to accept new enrollments. A person who is not registered to vote may not vote in any election.

RETURN OF WARRANT CERTIFICATION

In the Town of Ogunquit, County of York, State of Maine, ss.

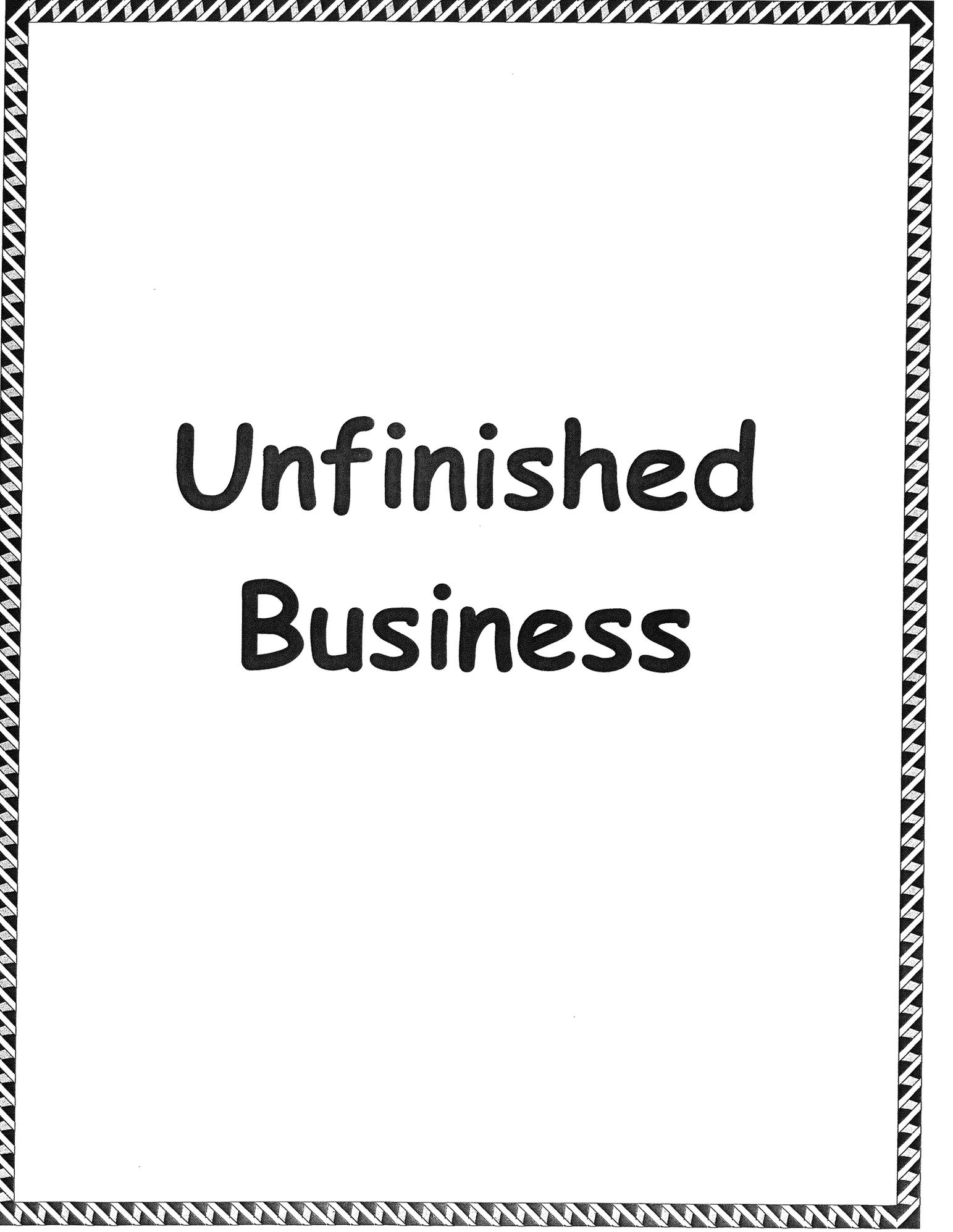
Pursuant to the foregoing Warrant to me as directed, I notified and warned the Inhabitants of the Town of Ogunquit herein named to meet at the time and place for purpose herein stated by posting upon the _____ day of May, 2017, A.D. a copy of said Warrant at the Dunaway Community Center, Ogunquit Post Office, Ogunquit Transfer Station and WOGT, those being four (4) conspicuous and public places in said Town.

Patricia L. Arnaudin, Chief of Police
Town of Ogunquit

UNDER SEAL OF THE TOWN,

A True Copy: ATTEST:

Office of the Town Clerk



Unfinished Business

May 12, 2017

To: Ogunquit Select Board

From: Don Gerrish, Interim Town manager

Re: Beach Street Engineering Bid Award

Included are the two bids that were received for the Beach Street Engineering Project on January 25th:

CES, Inc.	\$48,000
CLD	\$65,330

Acting Manager O'Brien reported to the Board at your meeting of February 7th the results of the bid opening and the intention to review the bids and come back to the Board for approval. Copies of the minutes of that meeting are attached.

Acting Town Manager Mark O'Brien and CEO Scott Heyland reviewed both bids and then met with the low bidder, CES, Inc. on March 1st to review their bid. They concluded that CES met the bid specs and were recommending the contract be awarded to CES.

The contract should have been brought back to the Select Board for approval but that did not happen and the contract was signed. A copy of the signed contract is attached.

The Select Board will need to confirm the award of the bid to CES, Inc.

"Move to confirm the award of the bid for the Beach Street Engineering Project to CES, Inc. for the sum of \$48,000"

- In addition, we supported the resignation because we have obtained full release from any potential liability for litigation. We made this decision because we believe this resolution is in the best interest of the town. Throughout this challenging process we have been committed to being fair, thorough and acting in compliance with the law. This inevitably means that we are not able to share all the information available to us with the public. We remain committed to these same principles to assure that we act fairly and legally.

9.0 ADMINISTRATIVE ITEMS - NEW BUSINESS

9.1 Acceptance of Fiscal Year 2015-2016 Town Audit - John Quartararo, Treasurer

Select Board Review and Acceptance of the Audit of the Financial Statements of the Town of Ogunquit for Fiscal Year ended June 30, 2016

John Quartararo was present to review the 2016 Financial Audit. In addition, Peter Hall from the town's auditing firm, Smith & Associates, was also in attendance.

020717-02 Motion made by John Daley and second by Gary Latulippe to accept the Fiscal Year 2015-2016 Town Audit; approved 5-0.

3.0 TOWN MANAGER'S REPORT

The town has lost another great citizen this past week. Leona (Lee) LaPierre passed away at her home here in Ogunquit. She was 91 years old. My thoughts go out to Roger LaPierre and his family. They are the owners of the Blue Water Inn on Beach Street.

Beach Street RFP's were reviewed and the low bidder was CES, Inc. out of Brewer Maine at \$48,000, next lowest bidder was CLD out of York at \$65,330. We have set up an interview with them to go over the project and get the contract awarded by the Select Board.

Jacob's Lot Bathroom RFP has gone out this week and is due February 24 at 2:00pm. See the town's web site for more information.

The chains for the Perkins Cove are three-quarters installed. They hope to finish them this week. Thank you to Todd Hubbard and the Harbor master Fred Mayo for getting this work done in a timely manner which saves money.

**TOWN OF OGUNQUIT
CONTRACT FORM**

Bid \$ 48,000.⁰⁰

Signed:	<u><i>T. Noyes</i></u>		
Printed Name:	<u>Travis Noyes</u>		
Title:	<u>Engineering Division Director</u>		
Firm:	<u>CES, Inc.</u>		
Address:	<u>PO Box 639</u>		
	<u>Brewer, ME 04412</u>		
Date:	<u>1.24.2017</u>		
Phone #	<u>(207) 989-4824</u>	Fax#	<u>(207) 989-4881</u>
E-mail	<u>tnoyes@ces-maine.com</u>	FID	<u>01-0360334</u>



Engineers ♦ Environmental Scientists ♦ Surveyors

January 24, 2017

Mark O'Brien
Acting Town Manager
Town of Ogunquit
PO Box 875
Ogunquit, ME 03907

Re: Engineering Services for Beach Street Improvements

Dear Mr. O'Brien:

CES, Inc. (CES) is pleased to provide this proposal for engineering and landscape architecture services for Beach Street improvements to the Town of Ogunquit (Town).

CES, Inc. has a 40 year history as a civil engineering firm and has grown into a professional, multi-disciplined, consulting company that offers a wide range of services from project conception to final construction. CES has the depth and breadth of experience with infrastructure to know what is possible to implement all utility and sidewalk/roadway aspects of the project and their likely cost. CES is currently providing engineering support in Northeast Harbor (Town of Mt. Desert) for a similar project, the Village Center Plan. We are teaming with Richardson & Associates Landscape Architects (RALA) on this project. RALA will provide input on several aspects of the design as listed in the scope of work presented in the Request for Proposals (RFP).

The staffs at CES and RALA have experience working with communities on various types of street improvement projects from utility infrastructure upgrades, streetscape beautification, and vehicular and pedestrian flow. Our team recently completed a Village Improvement Plan for the Town of Mt. Desert.

The following Work Plan is what we envision to be the necessary steps to accomplish the scope of work as outlined in the RFP.

WORK PLAN

Kick-off Meeting: This will be our initial project meeting with appropriate Town representatives and stakeholder to review the project goals and discuss the issues that the project design needs to address. At this time we will also finalize and contractual issues.



Site Survey: The next step in the process will be to perform a site topographic survey of the limits of the street right-of-way. The survey will include an approximate 50-foot corridor along the existing street as well as the turn-around area at the municipal beach parking lot. The topographic survey will locate visible site features include above ground utility infrastructure, buildings, and right-of-way monumentation within the limits of the survey area. Plans developed from the survey will be used as the basis of the design.

Preliminary Design: Based on the project discussions at the Kick-off meeting, we will prepare a preliminary design addressing the goals and issues of the project. The Preliminary Design will include a plan and profile of the road, typical cross section, and a preliminary construction cost estimate. We will coordinate with the appropriate utility providers to identify conflicts so that the design does not interfere with their infrastructure, or that proposed changes to their infrastructure can be made if required. The preliminary design documents will be provided to the Town for review and comment.

Preliminary Design Review Meeting: Once the appropriate Town representatives have had a chance to review the preliminary design documents we will meet with the Town to review said comments and discuss the final design changes for the project.

Final Design: Based on feedback from the Preliminary Design Review Meeting, we will prepare final design documents incorporating changes discussed. The Final Design will include plan and profile, typical cross section, street cross sections at 50 foot intervals, details, and notes. We will provide an updated construction cost estimate based on the Final Design. Final Design documents will be provided to the Town for review and comment. We anticipate that there may be minor revisions to the Final Design documents following Town review. These revisions will be incorporated in the Bid Documents.

Permitting: We anticipate that the proposed improvements will require a Natural Resource Protection Act (NRPA) Permit-By-Rule (PBR) application. Once the final design is complete we would prepare a NRPA PBR and submit the application to the Maine Department of Environmental Protection. No additional permitting is anticipated or included in this proposal.

Bid Documents: We will prepare final bid documents incorporating the minor revisions from the final design review. Bid documents will include plans and specifications with standard EJCDC contract documents.

COMPENSATION

CES proposes to provide the above scope of services for an estimated fee of \$48,000 as indicated on the attached Bid Form. CES prepared the projected cost estimate based on our understanding of your project and similar projects. These costs include all charges for labor, materials,

expenses, production, communication, and other cost necessary to perform the indicated service. Invoices for services will be issued monthly based on the attached Schedule of Charges for personnel for actual time expended, plus reimbursement of direct expenses incurred. Our estimated cost is based on the Work Plan described above. Additional meetings or tasks will be considered a change in scope. Any added scope will be discussed with you prior to performing the work.

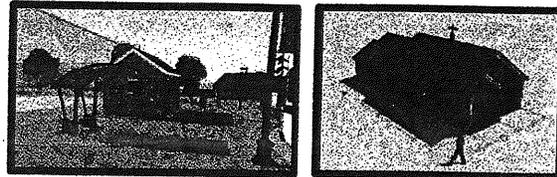
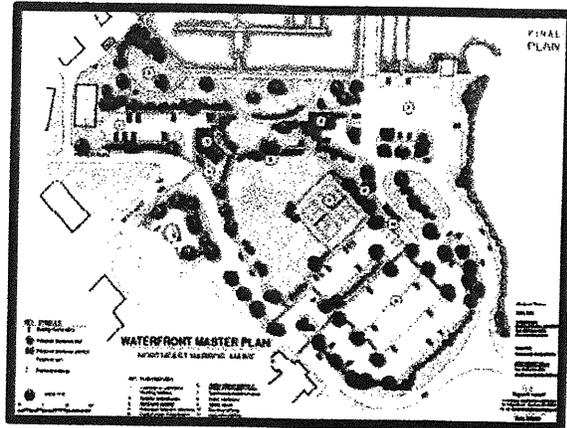
REPRESENTATIVE PROJECTS

Northeast Harbor Waterfront

Client: Town of Mt. Desert, PO Box 248, Northeast Harbor, ME 04662

Contact: Durlin Lunt, Town Manager, 207.276.5531

CES developed a master plan to meet future the working waterfront in Northeast Harbor exemplifies how multiple users can co-exist. The waterfront space is used by a significant year round commercial fishing fleet. It provides critical access for nearby island communities, ferry services, tour boat operations, and other commercial operations. The harbor itself is a significant draw for recreational boaters and tourists. Over time the demands placed on this site have exceeded the capacity of the current facilities and site layout. The Town of Mt. Desert retained the services of CES to assist with developing a master plan to meet the future needs of the Northeast Harbor Waterfront.



CES facilitated several discussions with the Town's Marine Management Committee and other stakeholders to identify several areas of concern. These concerns included the aging Harbor Master building, commercial fishing access, vehicular circulation and bus traffic, public restrooms, mariners facilities, and the green space available along the waterfront. In order to adequately address the Town's goals and objectives, the CES design team developed several conceptual alternatives for development of the waterfront. The plans illustrated different program options and/or arrangements for green space, parking, public buildings, and traffic circulation.

The project team assisted the Town with developing cost estimates for comparison and financial planning, and developed a phasing scheme to help the Town achieve its overall goals over a

longer construction process. CES prepared final design plans and assisted the Town through the construction process. The project was successfully completed in 2012.

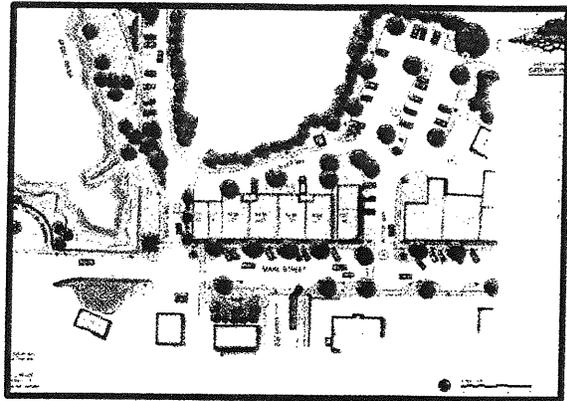
CES is currently providing engineering support to the Northeast Harbor Village Center Plan, the purpose of which is to provide a plan to improve the appearance, functionality, and vitality the Village Center.

Safe Streets Project & Downtown Revitalization

Client: Town of Milo, PO Box 218, Milo, ME 04463

Contact: Town Manager, 207.943.2202

A vibrant and successful downtown can help foster local job growth and create a sense of place that attracts people to locally owned shops and businesses and leads to sustainability in a community. CES engineers worked with the Town of Milo for several years to develop and implement a variety of downtown improvement projects. These ranged from historic preservation of an old church building to waterfront park redevelopment. Most recently, CES worked with the Town to develop a pedestrian safety and streetscape improvement plan called the "Milo Safe Streets Project".



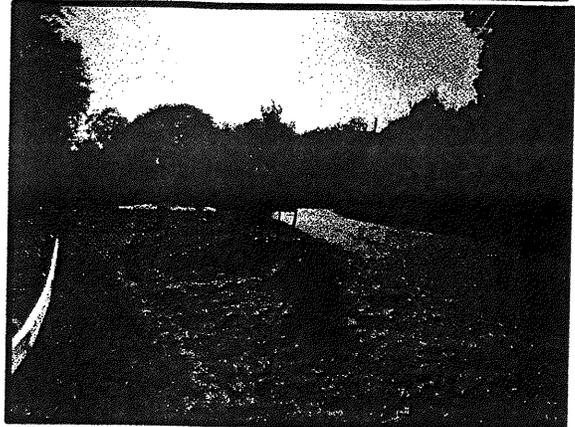
For this project CES engineers took the lead in design, bid document generation, and administration of several sources of federal and state funding on behalf of the Town. The design elements of the project included new sidewalks, enhanced streetscape features, new pedestrian scale lighting, new cross walks, pedestrian safety elements, and street trees. One of the most challenging aspects of this project was the redesign of a busy three way intersection to promote pedestrian safety yet maintain the proper turning radius for large trucks and buses. Throughout the project CES engineers worked closely with MaineDOT through the Local Project Administrator program for consistency and coordination with other MaineDOT projects already planned for the area. This led to the ability to bid the project with other MaineDOT work to help save costs.

Veteran's Memorial Park

Client: Town of Milo, PO Box 218, Milo, ME 04463
Contact: 207.943.2202

CES was hired by the Town of Milo to assist with the design of Veteran's Memorial Park. The project consisted of new parking areas, improvements to the existing boat launch on the Sebec River, a new ADA walking path along the river, and landscaping improvements. CES provided survey and design services for the proposed park for improvements that were within the budget established by the Town. When a final plan was agreed to by all interested parties, CES developed contract documents meeting the requirements of the various funding sources and assisted the Town with the bidding process.

Some of the project highlights included: design of new parking areas, improvements to existing boat launch, new ADA walking path, and landscaping improvements; survey services; permitting services; construction oversight; and developed contract documents and assisted Town with bidding process.



IMPLEMENTATION

Based on discussions at the site walk, it is our understanding that the bid documents must be complete by the end of May 2017. We are prepared to begin work within one week of receiving written authorization to proceed. Our estimated fee is based on limited snow cover at the time of survey. In order to meet the timeframe established by the Town, it will be very important to have the survey done as soon as possible. Excessive snow and/or ice cover can hinder the accuracy of the topographic survey and require additional time to locate site features.

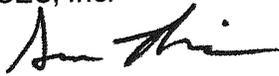
AUTHORIZATION

If this proposal is acceptable to you, please sign in the approval block and return a signed copy for our files. CES is prepared to initiate work on this project upon receipt of a signed copy of this proposal. Out of scope services will not be performed without your prior written approval.

Furthermore, your authorization will signify your acceptance of the attached Terms and Conditions.

If you have any questions concerning this proposal or if additional services are needed, please contact either of the undersigned at (207) 989-4824. We appreciate this opportunity to be of service to you.

Sincerely,
CES, Inc.



Sean M. Thies, PE
Senior Project Manager



Travis Noyes, PE
Principal-in-Charge

SMT/TEN/jlp
Enc.

Acceptance and Authorization to Proceed
on behalf of "Town of Ogunquit":

Signature: _____ Billing Address: _____

Printed Name: _____ City/State/ZIP: _____

Date: _____ Email (Optional): _____

Phone: _____ Fax: _____

SCHEDULE OF CHARGES
(EFFECTIVE NOVEMBER 28, 2016)

STANDARD RATE SCHEDULE	
Principal	\$ 165.00/hr
Senior Project Manager II	\$ 155.00/hr
Senior Project Manager I	\$ 145.00/hr
Senior Project Engineer/Geologist/Scientist/Professional II	\$ 155.00/hr
Senior Project Engineer/Geologist/Scientist/Professional I	\$ 145.00/hr
Project Manager	\$ 125.00/hr
Project Engineer/Geologist/Scientist/Professional	\$ 125.00/hr
Engineer/Geologist/Scientist/Professional	\$ 95.00/hr
Senior Land Surveyor	\$ 125.00/hr
Land Surveyor	\$ 85.00/hr
Senior Designer II	\$ 125.00/hr
Senior Designer I	\$ 110.00/hr
Designer	\$ 95.00/hr
GIS Analyst	\$ 105.00/hr
Senior Technician	\$ 95.00/hr
Technician	\$ 85.00/hr
Technical Aide	\$ 55.00/hr
Senior Project Assistant	\$ 80.00/hr
Project Assistant	\$ 65.00/hr
One Person Robotic Survey Crew	\$ 150.00/hr

LITIGATION/COURT RELATED MATTERS: When serving as consultants to members of the legal profession and as expert witnesses in courts of law, arbitration proceedings, and administrative adjudication proceedings, hourly fees for personnel will be invoiced at 1½ (one and one-half) times the standard hourly rate. This rate is also applicable to time associated with preparation for these services.

EXPENSES: Subconsultant's fees processed through CES will be marked up 15% to cover our direct costs associated with retaining these services. Mileage will be billed at the rate of \$.65 (sixty-five cents) per mile. Photocopies, blue prints, and other project related reimbursable expenses will be billed at cost.

INVOICES: Invoices for personnel time and expenses will be submitted on a monthly basis and will be due when rendered. Interest at a rate of 1½% per month will be assessed to bills remaining due and not paid within 30 (thirty) days.

CES, Inc.

Professional Services Terms and Conditions

1. General

These Professional Services Terms and Conditions, together with the attached proposal and Schedule of Charges, collectively constitute the "Agreement" as that term is used herein between CES, Inc. ("Consultant") and the entity or person to whom the proposal is addressed ("Client") to perform basic Services. The Schedule of Charges may be omitted for lump sum type Agreements.

2. Services

The Consultant agrees to perform the services ("Services") for Client described in the proposal to which these Professional Services Terms and Conditions are attached. Consultant will initiate the Services after receipt of Client's approved and accepted Proposal(s). All Proposals (written or otherwise) are acknowledged to be incorporated into and made a part of the Agreement. It is understood and agreed by the parties that certain conditions or emergencies may arise in which it is to the mutual benefit of the parties that the Consultant initiate Services not identified in the Agreement but which are based upon verbal authorization provided by Client. In such cases, Consultant agrees to commence such verbally authorized Services and Client agrees to compensate Consultant accordingly. All Services verbally authorized by Client in this manner will be governed by the terms of the Agreement. Responding to, or complying with, subpoenas, depositions, testimony, or document retrieval related to the Services will be considered "litigation response" and shall be part of the Services provided that such litigation is unrelated to Consultant's indemnity hereunder.

3. Additional Services

All Services that are not specifically included in, or reasonably inferred to be included in, the Services will be considered Additional Services. Upon request of Client or discovery by Consultant of changed, or latent, or previously undisclosed conditions affecting the cost and/or scope of the Services, Consultant will prepare a written proposal for such Additional Services which, upon written acceptance of Client, will be considered a change order ("Change Order") under this Agreement. All Additional Services verbally authorized by Client will be governed by the terms of this Agreement.

4. Compensation for Services

Client agrees to compensate Consultant in accordance with the Proposal which may be on a lump sum, fixed unit, or time and materials basis depending upon the nature of the Services and the information reasonably available to Consultant at the time the Proposal is prepared. Except for lump sum pricing, Consultant's proposed price is its reasonable best estimate of the cost to perform the Services based upon information generally available to Consultant at the time the Proposal is prepared. It is understood, however, that circumstances or conditions may arise during the performance of the Services that affect the project price which could not have reasonably been expected or foreseen despite the exercise of due care. As such, the "not-to-exceed" price in other than a lump sum Proposal is not intended to be a firm price. Consultant will notify Client in the event that Consultant anticipates the actual project cost will exceed its time and materials estimate. Thereafter the parties shall enter into a mutually acceptable Change Order. For verbally authorized Services or litigation response Services as described above, Client agrees to compensate Consultant at its then current rates for similar Services. Consultant may adjust its hourly rates at the beginning of each calendar year. Consultant will not raise its rates for any project in-progress prior to notice.

5. Schedules, Budgets, and Estimates or Opinions of Cost

Any schedules or completion dates, budgets, or estimates of cost prepared by Consultant represent Consultant's professional judgment based on its experience and available information. Since neither Consultant nor Client has control over the cost of labor, materials, or equipment, or contractor's methods of determining prices, or over competitive bidding or market conditions, Consultant cannot and does not warrant or represent that actual schedules, budgets or completion dates or actual costs will not vary from schedules or completion dates, budgets, or estimates of cost prepared by Consultant or proposed, established, or approved by Client.

6. Invoices and Payment Terms

Invoices will generally be submitted monthly. Lump sum will be billed as percentage complete during the billing period. In order to facilitate prompt payment to

lower-tier subcontractors or vendors, Consultant may submit invoices to Client on an interim basis for such outside expenses exceeding \$10,000. Payment in full is due upon receipt of Consultant's invoice. If client objects to all or any portion of the invoice, Client will notify Consultant within five (5) business days from the date of receipt of invoice and shall promptly pay the undisputed portion of the invoice. The parties will immediately make every effort to settle the disputed portion of the invoice. Interest at the rate of one and one-half (1.5) percent per month will be applied to the outstanding balance for accounts not paid within thirty (30) calendar days from the billing date. Invoices in other than Consultant's standard format or supported documentation for any invoice will be provided at Client's written request. In the event that Consultant must engage counsel to attempt to recover overdue payments, Client will reimburse Consultant for all reasonable attorney's fees and court costs.

7. Suspension and Termination of Contract

Client may terminate this Agreement with seven (7) days prior written notice to Consultant for convenience or cause. Consultant may terminate this Agreement for cause with seven (7) days prior written notice to Client. Failure of Client to make payments when due shall be cause for suspension of Services or, ultimately, termination, unless and until Consultant has been paid in full all amounts due for Services, expenses and other related charges.

8. Term

This Agreement will terminate upon completion of the Services. Notwithstanding the foregoing, Client or Consultant may terminate this Agreement in accordance with the section of this Agreement entitled Suspension and Termination of Services. Client's obligation to compensate Consultant for any litigation response services shall survive termination of the Agreement as described in this paragraph.

9. Standard of Care

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

10. Construction Phase Services

If this Agreement provides for any construction phase Services by Consultant, it is understood that the Contractor (the entity hired by the Client to perform the construction), not Consultant, is responsible for the construction of the project, and that Consultant is not responsible for the acts or omissions of any contractor, subcontractor or material supplier; for safety precautions, programs or enforcement; or for construction means, methods, techniques, sequences and procedures employed by the Contractor.

11. Indemnification

To the fullest extent permitted by law, Client and Consultant each agree to indemnify the other party and the other party's officers, directors, partners, employees, and representatives, from and against losses, damages, and judgments arising from claims by third parties, including reasonable attorneys' fees, and expenses recoverable under applicable law, but only to the extent they are found to be caused by a negligent act, error, or omission of the indemnifying party or any of the indemnifying party's officers, directors, members, partners, agents, employees, or subconsultants in the performance of Services under this Agreement. If claims, losses, damages, and judgments are found to be caused by the joint or concurrent negligence of Client and Consultant, they shall be borne by each party in proportion to its negligence.

12. Insurance

Consultant shall obtain and maintain a policy of professional liability insurance (with prior acts coverage sufficient to cover the Services performed under this Agreement) with policy limits in the amount of not less than \$3,000,000 each occurrence / \$3,000,000 aggregate. Such insurance will be renewed so as to provide continuous coverage during the term of this Agreement and for a period of at least twelve (12) months following the completion of Consultant's professional Services under the Agreement. Coverage shall not be canceled or reduced in limits by endorsement until at least 30 days prior written notice is given to Client or cancelled for nonpayment of premium until at least 10 days prior written notice is given to Client.

Consultant shall also obtain and maintain the following insurance policies and minimum limits: a) Workers' Compensation Insurance - Statutory; b) Commercial General Liability insurance - \$1,000,000 each occurrence / \$2,000,000 aggregate; and c) Automobile

Liability - \$1,000,000 combined single limit. Consultant will promptly notify Client if, during the terms of this Agreement, insurance of these types and limits become commercially unavailable to Consultant's industry at a reasonable price through consideration fault of Consultant. In such circumstances, the parties will endeavor to negotiate a mutually acceptable resolution in good faith.

13. Limitation of Liability

To the fullest extent permitted by law, Client agrees that the total liability, in the aggregate, of Consultant and Consultant's officers, directors, members, partners, agents, employees, and subconsultants, to the Client, its subsidiary and/or affiliated companies and their respective officers, directors, employees, agents and anyone claiming by, through, or under Client for any and all injuries, claims, losses, expenses, or damages whatsoever arising out of, resulting from or in any way relating to Consultants' Services, this Agreement or any Addenda, from any cause or causes, shall be limited to \$50,000 or the total amount of compensation received by Consultant, whichever is greater.

14. Confidentiality

Consultant shall maintain the confidentiality of the project information including but not limited to the nature of the project, the location of any sites under consideration or selected sites, together with any other information supplied to Consultant by Client and designated by Client to be confidential or proprietary, except (1) when such confidential information becomes generally known to the public through no fault of Consultant or (2) when disclosure is required pursuant to applicable governmental regulations or by order of a court of competent jurisdiction.

15. Intellectual Property/Ownership of Documents

All documents prepared or furnished by Consultant pursuant to this Agreement are instruments of Consultant's professional Services, and Consultant shall retain an ownership and property interest therein. Consultant grants Client a license to use instruments of Consultant's professional Services for the purpose of constructing, occupying, and maintaining the project. Reuse or modification of any such documents by Client, without Consultant's written permission, shall be at Client's sole risk and Client agrees to indemnify and hold Consultant harmless from all claims, damages, and expenses, including attorney's

fees, arising out of such reuse by Client or by others acting through Client.

16. Use of Electronic Media

Copies of documents that may be relied upon by Client are limited to the printed copies (also known as hard copies) that are signed or sealed by Consultant. Files in electronic media format or text, data, graphic or other types that are furnished by Consultant to Client are only for convenience of Client. Any conclusion or information obtained or derived from such electronic files will be at the user's sole risk. When transferring documents in electronic media format, Consultant makes no representations as to long term compatibility, usability, or readability of documents resulting from the use of software application packages, operating systems or computer hardware differing from those in use by Consultant at the beginning of this assignment.

17. Record Retention

Consultant will maintain a copy of all final Reports for a period of five years after the date of completion of Services. Upon Client's written request, Consultant will forward such records to Client at the expiration of this retention period, the cost of which Client agrees to bear. If no such written request is received, Consultant shall be entitled to dispose of these records.

18. Force Majeure

Consultant shall not be deemed in default of this Agreement to the extent that any delay or failure in the performance of Consultant's obligation results from any cause beyond its reasonable control and without its negligence.

19. Dispute Resolution

Client and Consultant agree that they shall first submit any and all unsettled claims, counterclaims, disputes, and other matters in question between them, arising out of or relating to this Agreement to mediation in accordance with the Construction Industry Mediation Rules of the American Arbitration Association effective as of the date of this Agreement. Consultant's ability to pursue payment as described in paragraph 6. is not subject to this paragraph.

20. No Third Party Beneficiaries

Nothing contained in this Agreement shall be construed to create, impose, or give rise to any duty owed by Client or Consultant to any other individual or entity. Consultant's Services under this Agreement are for the sole use and benefit of Client and may not

be used or relied upon by any other individual or entity without the express written approval of Client and Consultant.

21. Assignment

Neither Consultant nor Client may delegate, assign, sublet or transfer its duties or interest in the Agreement without written consent of the other party.

22. Subcontracts

Consultant may engage suitably trained and skilled persons or firms, including, without limitation, any affiliate of Consultant, to perform any part of the Services. Nothing herein, however, will relieve Consultant from its duties and obligations as set forth herein.

23. Notices

All notices authorized or required between the Client and the Consultant, or required by any of the provisions herein, shall be given in writing and shall be sent by certified mail, return receipt requested, postage prepaid, and address to the intended party. Notices sent in this manner shall be deemed given seven business days after mailed. Notices may also be given by personal delivery, sent via a nationally recognized overnight carrier, or sent by facsimile, and shall be deemed given when delivered (if by personal delivery or overnight courier) or when faxed.

24. Precedence

These Professional Services 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.

25. Severability

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

26. Legal Action

All legal actions by either party against the other for any cause or causes, including, but not limited to, breach of the Agreement, negligence, misrepresentations, breach of warranty or failure to perform in accordance with the standard of care,

however denominated, shall be barred two years from the day after completion of Services. In the event that Client institutes a suit against Consultant, and if such suit is not successfully prosecuted, or if it is dismissed, or if a verdict is rendered in favor of Consultant, Client agrees to pay Consultant any and all costs of defense, including attorneys' fees, expert witnesses' fees, and court costs and any and all other expenses of defense which may be reasonably necessary, immediately following dismissal of the case or immediately upon judgment being rendered in favor of Consultant.

27. Governing Law

This Agreement shall be governed and construed in accordance with the laws of the State of Maine.

28. Public Responsibility

Client acknowledges that Client or the site owner, as the case may be, is now and shall remain in control of the site for all purposes at all times. Except as required by law or regulation, Consultant will not report to any federal state, county or local public agencies having jurisdiction over the subject matter, any conditions existing at the site that may present a danger to public health, safety, or the environment. Client agrees to notify each federal, state, county, and local public agency, as they each may require, of the existence of any condition at the site that may present a potential danger to public health, safety, or the environment.

29. Survival

Paragraphs (limitation of liability, the indemnification, dispute resolution, and the scope of Services) shall survive the completion of the Services under this Agreement and the termination of this Agreement for any cause.

30. Right of Entry

Client grants Consultant, and, if the project site is not owned by Client, warrants that permission has been granted for, a right of entry from time to time by Consultant, its employees, agents, and subcontractors, upon the project site for the purpose of providing Services. While Consultant will take all reasonable precautions to minimize damage to any property entered upon in pursuit of project functions, it is understood by Client that in the normal course of the work some damage may occur, the correction of which is not part of this Agreement. If Consultant is required to restore the land to its former condition, this will be accomplished and the cost will be added to Consultant's fee.

31. Safety

Consultant will perform its Services in a safe manner and use reasonable care to comply with all State and Federal OSHA regulations, Consultant's Health & Safety Plan which may be developed in connection with the Services, or other written safety rules or regulations provided to Consultant by Client. Consultant's safety responsibilities, however, are limited solely to the activities of Consultant, its employees, and subcontractors. Neither the professional activities nor the presence of Consultant or its employees or subcontractors will be deemed to control the operations of any others.

32. Entire Agreement

These Professional Services Terms and Conditions, Proposals and any addenda thereto (the "Agreement") constitute the entire agreement between Client and Consultant and supersede all prior or contemporaneous communications, representation, or agreements, whether oral or written, with respect to the subject matter, and has been induced by no representations, statements, or agreements other than those herein expressed. This Agreement may be executed on one or more counterparts, each of which shall be deemed an original, and all of which together shall constitute one and the same Agreement.

Professional Services Terms and Conditions with Field Services

1. Site Access

Client grants Consultant, and, if the project site is not owned by Client, warrants that permission has been granted for, a right of entry from time to time by Consultant, its employees, agents, and subcontractors, upon the project site for the purpose of providing Services. While Consultant will take all reasonable precautions to minimize damage to any property entered upon in pursuit of project functions, it is understood by Client that in the normal course of the work some damage may occur, the correction of which is not part of this Agreement. If Consultant is required to restore the land to its former condition, this will be accomplished and the cost will be added to Consultant's fee.

2. Utilities and Subsurface Conditions

Consultant may rely on information regarding utilities and subsurface condition provided by Client or others. Consultant will have no liability for losses or damages of any kind related in any way to utilities and/or subsurface structures which were incorrectly marked or identified on maps, plans, specifications or other documents furnished to Consultant by Client, any third party and/or the property owner. It is understood that subsurface conditions may differ from those which may be expected based upon Consultant's discovery or general observations regarding the geological conditions of the project site. In the event that Consultant encounters differing subsurface conditions, Consultant will notify Client. Consultant assumes no risk or liability with respect to unforeseen conditions.

3. Samples

Consultant may discard all soil, rock, water, asbestos, and other samples sixty (60) calendar days after receipt of sample or at the expiration of the holding time of the test method employed, whichever is longer. Client may request, in writing, that any such samples be retained beyond such date, and in such case Consultant will store such samples at Client's expense.

4. Environmental Testing

Client agrees that if Consultant has been engaged for the purposes of conducting air or other environmental media testing services that Consultant is not liable in the event Client fails to pass such tests. Client, therefore, agrees to remit payment in accordance with the terms of this Agreement irrespective of the test results.

5. Asbestos and Mold Investigations

Client acknowledges the act of sampling suspect asbestos-containing materials or mold may affect, alter, or damage mechanical equipment and/or building components at, in, or upon the site. Consultant shall exercise due care when sampling but will not be liable for any effect, alteration or damage arising out of the act of sampling. Consultant will exercise reasonable efforts to limit damage to the site. The cost of restoration of the site because of any such damage has not been calculated or included in Consultant's fee.

6. Hazardous Substances

The Client warrants that the Client has informed the Consultant of any hazardous substances which may be present if the Client has knowledge or has any reason to assume or suspect that hazardous substances may be present at the project site. If during the course of performing the Services hazardous substances are encountered, Consultant retains the right to suspend work immediately

7. Subsurface Risks

Client recognizes that special risks occur whenever engineering or related disciplines are applied to identify subsurface conditions. Even a comprehensive sampling and testing program, implemented with appropriate equipment and experienced personnel under the direction of a trained professional who functions in accordance with a professional standard of practice, may fail to detect certain hidden conditions. Environmental, geological, and geotechnical conditions that Consultant may infer to exist between sampling points may differ significantly from those that actually exist. The passage of time also must be considered, and Client recognizes that due to natural occurrences or direct or indirect human intervention at or near the site, actual conditions may quickly change. Client realizes that these risks cannot be eliminated altogether, but certain techniques can be applied to reduce them to a level that may be tolerable. The Services included in this Agreement are those which Client agreed to or selected, consistent with Client's risk preferences and other considerations.

8. Disposing of Hazardous Waste

It is acknowledged by both parties that Consultant's scope of Services includes acting as the agent of the Client for the purpose of authorizing the transport of

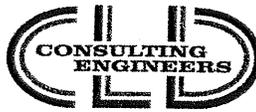
materials responsible for a Hazardous Environmental Condition. Client acknowledges that Consultant is performing such activities as a professional Service for Client and that Consultant is not, and shall not be required to become, an "arranger", "operator", "generator", or "transporter" of hazardous substances, as defined in the Comprehensive Environmental Response, Compensation, and Liability Act of 1990 (CERCLA). To the fullest extent permitted by law, the Client shall defend, indemnify, and hold Consultant harmless from and against all claims, costs, losses, and damages (including but not limited to all fees and charges of other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to this project, the Remediation or the site, except to the extent that such claims, costs, losses, or damages result from the sole negligence of the Consultant in performing this function.

**TOWN OF OGUNQUIT
CONTRACT FORM**

Bid \$ 65,330.00

Signed:	<u>Paul Konieczka</u>		
Printed Name:	<u>Paul Konieczka, AICP</u>		
Title:	<u>Senior Vice President</u>		
Firm:	<u>CLD Consulting Engineers, Inc.</u>		
Address:	<u>540 N. Commercial Street, Manchester, NH 03101 (Headquarters)</u> <u>316 US Route 1, York, ME 03909</u>		
Date:	<u>January 24, 2017</u>		
Phone #	<u>603-668-8223 x 106</u>	Fax#	<u>603-668-8802</u>
E-mail	<u>paulk@cldengineers.com</u>	FID	<u>02-0328588</u>

PO Box 875, 23 School Street, Ogunquit, Maine 03907



January 24, 2017

Mr. Mark O'Brien, Acting Town Manager
P.O. Box 875
Ogunquit, ME 03907

Re: **Engineering Services of Beach Street Improvements**

Dear Mr. O'Brien:

CLD is pleased to submit this response to your Request for Proposal for engineering services associated with Beach Street improvements beginning at the east end of the Veteran's Park intersection of Route 1 and Beach Street and running to the end of Beach Street at the traffic circle.

We feel the depth of resources the CLD Team brings to the table in terms of the combination of 'hard' skills (technical expertise and relevant project experience) and 'soft' skills (stakeholder involvement with context-sensitive designs) bodes well for a successful outcome on this project. The capabilities of our project team and their relevant experience on similar projects are described in detail in subsequent sections.

Rick Lundborn, P.E. will be assigned as our Project Manager and the daily contact person for this assignment. Rick is well versed in the intricacies of site, roadway and utility design and construction from both the private and municipal sectors. Rick manages our York, Maine regional office and will be accessible to the project site and to the Town of Ogunquit throughout the duration of the project. We also bring our in-house capabilities from our Survey Team to the table, as well as other staff members with design and construction experience that will supplement the primary team members. As Principal-in-Charge, I will be responsible for the overall coordination of the assignment between the local, regional and State entities and the Project Team as well as internal allocation of staffing resources.

We have also augmented our in-house team with specialized subconsultants to address additional services that are anticipated in the scope:

Ironwood Design Group to provide landscape architecture and layout services at the important locations to put forth our best possible work for a beautiful, useful beach access.

We hope that this Technical Proposal will provide sufficient information about the capabilities and experience of the CLD Team that will satisfy the needs of the Town under this solicitation. We believe that we offer an experienced and dedicated team, and know that we can be responsive to your needs in a timely fashion.

Should you have any questions or need additional information, please do not hesitate to call me directly at 603-668-8223, ex. 106 or Rick Lundborn at 207-363-0669 ex. 314.

Yours truly,

A handwritten signature in cursive script that reads 'Paul Konieczka'.

Paul Konieczka, AICP
Senior Vice President
Proposed Principal-in-Charge

PK:sc
Enclosures

**TECHNICAL AND COST PROPOSAL
ENGINEERING SERVICES FOR BEACH STREET IMPROVEMENTS
Town of Ogunquit, Maine**

Cover Letter

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FIRM PROFILE

History

CLD Consulting Engineers, Inc. (CLD) is committed to providing a holistic range of professional civil engineering services to a diverse base of clients throughout New England. For over the past 40 years, our reputation for quality has resulted in many long-term repeat clients that appreciate our ability to present cost-effective solutions that address their needs. As one of the largest NH-based firms, we actively participate in our community, supporting charitable groups, mentoring, and sustaining outreach programs within our profession – we are passionate about our work and our involvement and support for the communities of New England.

State Licenses and Affiliations

We are proud to have over 60 employees as part of our team. They range from professionally licensed engineers and planners to surveyors, and technicians. Located throughout New England with offices in New Hampshire, Maine, and Vermont, this team of dedicated professionals is committed to helping our clients solve problems. Our highly skilled staff includes Registered Professional Engineers, Licensed Land Surveyors, Licensed Septic System Designers and a Certified Planner.

We are affiliated with the American Consulting Engineers Council for New Hampshire, Vermont and Maine; The American Planning Association; The American Institute of Certified Planners; American Public Works Association – New England Chapter; American Society of Civil Engineers; American Water Works Association; Association of General Contractors; Greater Manchester Chamber of Commerce; Manchester Historic Association; Queen City Rotary Club; New Hampshire Good Roads Association; New Hampshire Planners Association; NH Society of Professional Engineers; New Hampshire Water Pollution Control Association; Structural Engineers of New Hampshire; New Hampshire Land Surveyors Association; and New Hampshire Institute of Transportation Engineers.

We utilize a management system where the most suitable project manager and team are custom picked for each assignment. Daily activities are directed by the Project Manager and project personnel meet with senior staff on a regular basis to discuss design parameters, findings, and recommendations. Meetings with clients are regularly scheduled to guarantee that objectives are fully understood and achieved within budget and in a timely manner.

Locations

Maine Branch Office:
Park Place Corp. Center
316 US Route 1, Suite D
York, ME 03909
ph: (207) 363-0669
fx: (207) 363-2384

Headquarters:
540 Commercial Street
Manchester, NH 03101
ph: (603) 668-8223
fx: (603) 668-8802

Vermont Branch Office:
28 Gates Street, Suite 100
White River Junction, VT 05001
ph: (802) 698-0370
fx: (877) 895-4949

Sunapee Branch Office:
3 Alpine Court, Suite 2
Sunapee, NH 03782
ph: (603) 873-4039
fx: (877) 895-4949

CAPABILITIES

- Roundabout Design
- Geometric Design
- Construction Documents & Specifications

- Roadway Reconstruction
- Rehabilitation Design
- Drainage Design
- Right-of-Way Plans

- Environmental Impact Plans
- Construction Plans
- Quantity & Cost Estimates
- Value Engineering

Highway Services



Site Design

- Grading & Drainage Design
- Site Planning & Utilities Design
- On/Off-Site Roadway Design

- Water Supply /Wastewater Disposal Design
- Development Feasibility & Impact Studies

- Planning & Zoning Board Approvals
- State DOT Driveway & Site Permits
- State Environmental Permitting



Survey Services

- Topographic Surveys
- Property Line & Boundary Survey
- ALTA & As-Built Surveys

- GPS - Survey Grade & Mapping Grade
- MicroStation/InRoads System

- Deed & Right-of-Way Research
- Construction Layout



Transportation Engineering

- Traffic Engineering
- Impact Studies
- Corridor Evaluations
- Traffic Signal System Design

- Transportation Planning
- Bicycle & Pedestrian Facilities
- Parking Facilities Evaluation & Design

- Railroad Crossings
- Value Engineering
- Traffic Counts, Analysis & Studies



Municipal Services

- Value Engineering
- Infrastructure Design & Construction Oversight
- Planning Board Review Assistance

- Transportation Planning & Analysis
- EPA Stormwater Permitting Compliance Assistance
- Storm Water Pollution Prevention Planning/Training (SWPPP)

- Pedestrian & Bicycle Paths
- Public Hearings, Meetings & Presentation
- Grant/Funding Acquisition Assistance



Structural Services

- Bridge Inspection & Rating
- Bridge Type Studies
- Substructure Rehabilitation
- Construction Phase Services

- Deck Replacement & Rehab
- Covered Bridge Design/Rehabilitation
- Maintenance/Protection of Traffic

- Hydraulics & Scour Assessment
- Culvert Design
- Bridge Replacement



Water & Wastewater Engineering

- Industrial Pretreatment Program Administration
- Subsurface Wastewater Disposal Design & Construction Documents

- Planning, Studies, Design & Analysis-Stormwater & Sewer
- Public Meetings, Outreach & Hearings
- Grant Administration

- Water Storage & Pumping Design
- Wastewater Treatment, Pumping & Discharge
- Value Engineering



Construction Engineering

- Construction Review
- Contract Administration
- Shop Drawing Review
- Public Hearings

- Construction Monitoring & Observation
- Grant Administration
- Temporary Structure Design

- Quality Assurance/Quality Control
- Field Directives
- Periodic Progress Reports



Environmental Documentation

- Categorical Exclusions
- Environmental Assessments

- Environmental Impact Statements (EIS)
- Section 4(f) Evaluations/NEPA Documentation



Ironwood Design Group is a dynamic, New Hampshire-based, design practice providing a full complement of landscape architecture, urban design, and planning services.

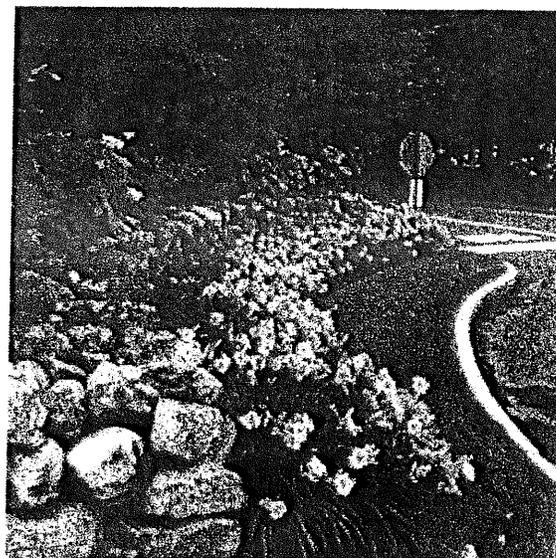
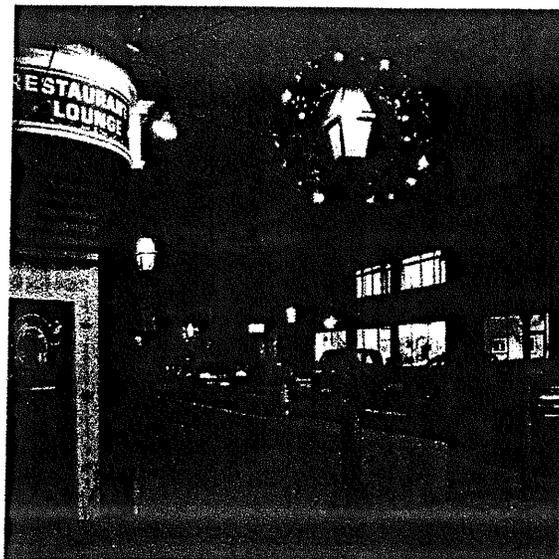
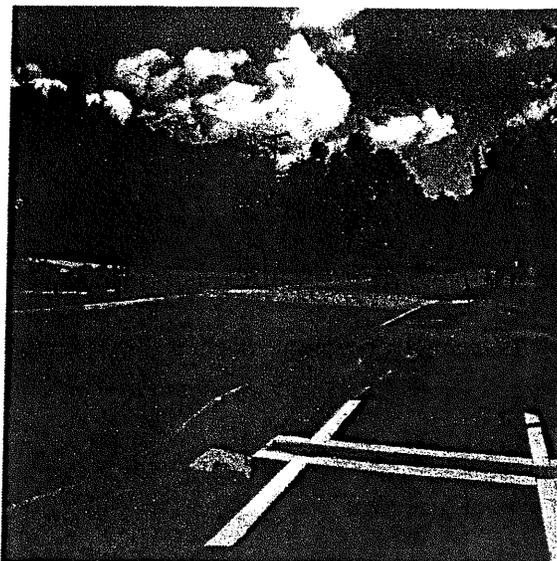
Ironwood staff take a contextual approach to spatial design and planning. The firm's design strategy focuses on embracing both the civic and the natural realms, uniting function, form and human experience to create unique and sustainable landscapes, urban spaces, and green infrastructure.

Given its long track record of successful project design and implementation, Ironwood is well-respected throughout New England. This success can be attributed to an atmosphere of collaboration, communication, and creative energy. The firm places great value on productive partnerships and understanding the fundamental needs of its clients: large and small municipalities, private individuals, public agencies, and allied professionals.

Ironwood's working principles can be traced to its core values:

- Excellence
- Innovation
- Team work
- Continuous improvement
- Accountability
- Fulfillment
- Fun

Woven through these values is the firm's passion for sustainability, which at Ironwood is not a buzzword but a professional choice, a commitment to responsible development, and a way of doing business. By living these principles, Ironwood has earned great trust with its diverse clientele and developed lasting professional relationships.



Ironwood's expertise is broad-based and diverse, providing services to private and public sector clients throughout the eastern United States. From the biggest of plans to the smallest details, its services are comprehensive.

Landscape Architecture

- Community visioning and participation initiatives
- Open space and recreation planning and design
- Greenway planning and design
- Institutional and corporate campus planning and design
- Pedestrian and bicycle path planning and design
- Park and playground planning and design
- Historic landscape rehabilitation, restoration, and adaptive reuse
- Cemetery planning and design
- Public art commissions and memorial planning and design
- Public performance spaces
- Residential site and garden design
- Residential community planning and design
- Resort, and ecotourism planning and design
- Commercial and retail site planning and design
- Site maintenance programming and management

Land Planning

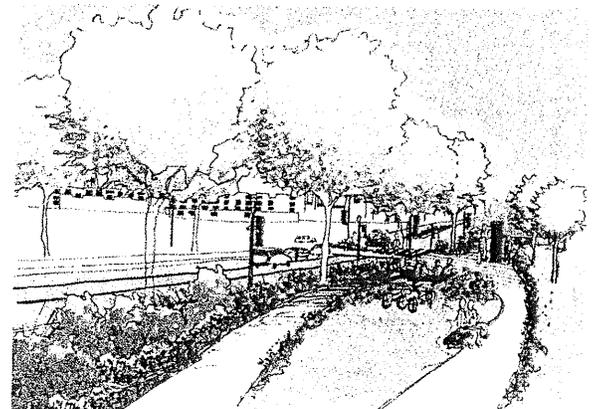
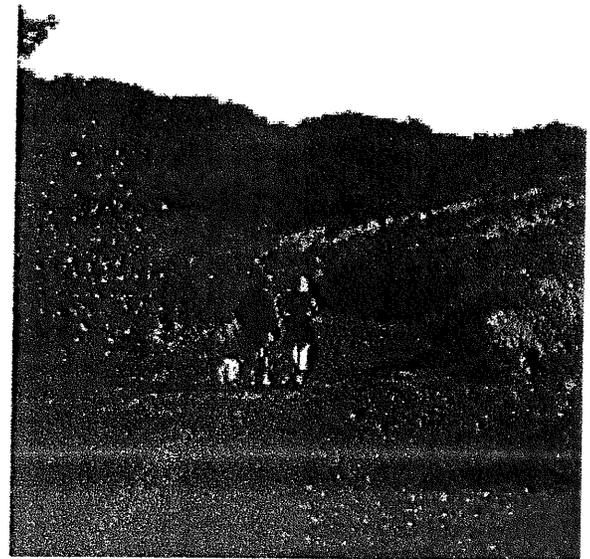
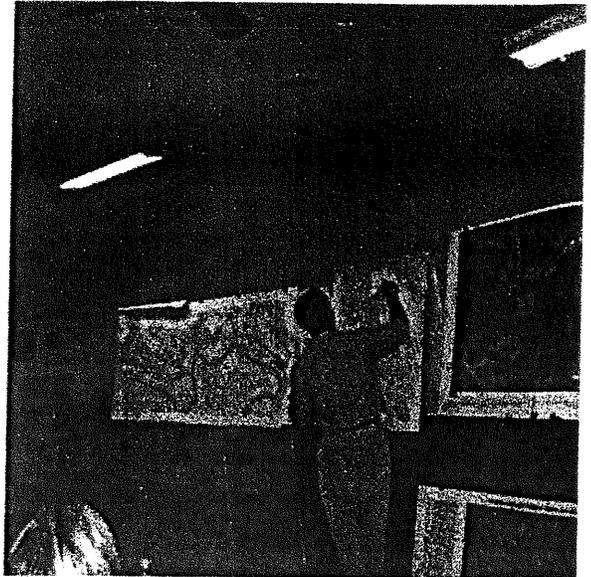
- Site selection and feasibility studies
- Site analysis and master planning
- Vegetation inventories
- Land preservation studies
- Scenic resource assessments and viewshed studies
- Design guidelines and standards
- Smart Growth initiatives and Form-based codes

Urban Design

- Streetscape design and urban revitalization
- Gateway design and place-making
- Town centers and transit oriented planning and design
- Urban massing studies
- Hardscape and plaza design
- ADA compliance and universal accessibility
- Adaptive redevelopment
- Green urbanism

Environmental Design

- Low impact, sustainable development
- Green roof design
- Stormwater management planning
- Bioretention and rain garden design
- Pond, wetlands, and water feature design
- Habitat creation and restoration
- Ecological inventories, assessments, and permitting
- Natural resource preservation, restoration, and mitigation
- Erosion and sediment control design
- Illustrative presentation plans and visualizations
- 3-D computer modeling
- Signage and wayfinding design
- Graphic design
- Site inspections



CLD is proud to have long relationships with many municipalities throughout northern New England, and extensive roadway design, municipal infrastructure, and bicycle / pedestrian design experience. Due to our history of successful similar projects, CLD has developed an experienced team of knowledgeable managers, engineers, specialists, planners, and technicians. Our Team of professionals provides a wide variety of services specifically suitable for this project.

We have the distinction of having a multidisciplinary in-house Team to perform nearly all primary tasks required for this project as well as the advantage of having staff closely located to Ogunquit and working from our location in York, Maine and Manchester, New Hampshire. Our Team is energetic, motivated, and will be able to meet the goals of the Town of Ogunquit. We have also added a well-qualified subconsultant to our Team, **Ironwood Design Group, LLC**.

Brief project Team member descriptions, a proposed organizational chart, and resumes are included in this section.

TEAM MEMBERS

We have put together an extremely competent Team that will handle this project assignment to the Town and stakeholder’s satisfaction. We trust that our valuable capabilities, our professional, experienced and dedicated Team will enhance and beautify the

PRINCIPAL-IN-CHARGE / TRANSPORTATION PLANNER

Years of Experience

Paul Konieczka, AICP

34 (31 with CLD)

Paul brings 34 years of transportation planning and traffic engineering experience in southern New England to this project, including serving as Principal-in-Charge for several sidewalk, roadway and intersection projects in municipalities throughout Maine and New Hampshire. Paul’s experience with addressing transportation planning issues in cities and towns throughout the region has led to the establishment of strong working relationships with state and municipal officials on a variety of projects. These efforts require frequent and continuing communication with state and federal officials, local planning and public works staff, and other community stakeholders to identify and evaluate specific issues as they arise, and to work together to develop implementable solutions.

As Principal-in-Charge, his role will be to ensure the commitment of CLD’s resources to the successful completion of this project, as well as to provide technical expertise in the evaluation of the proposed layout.

PROJECT MANAGER

Years of Experience

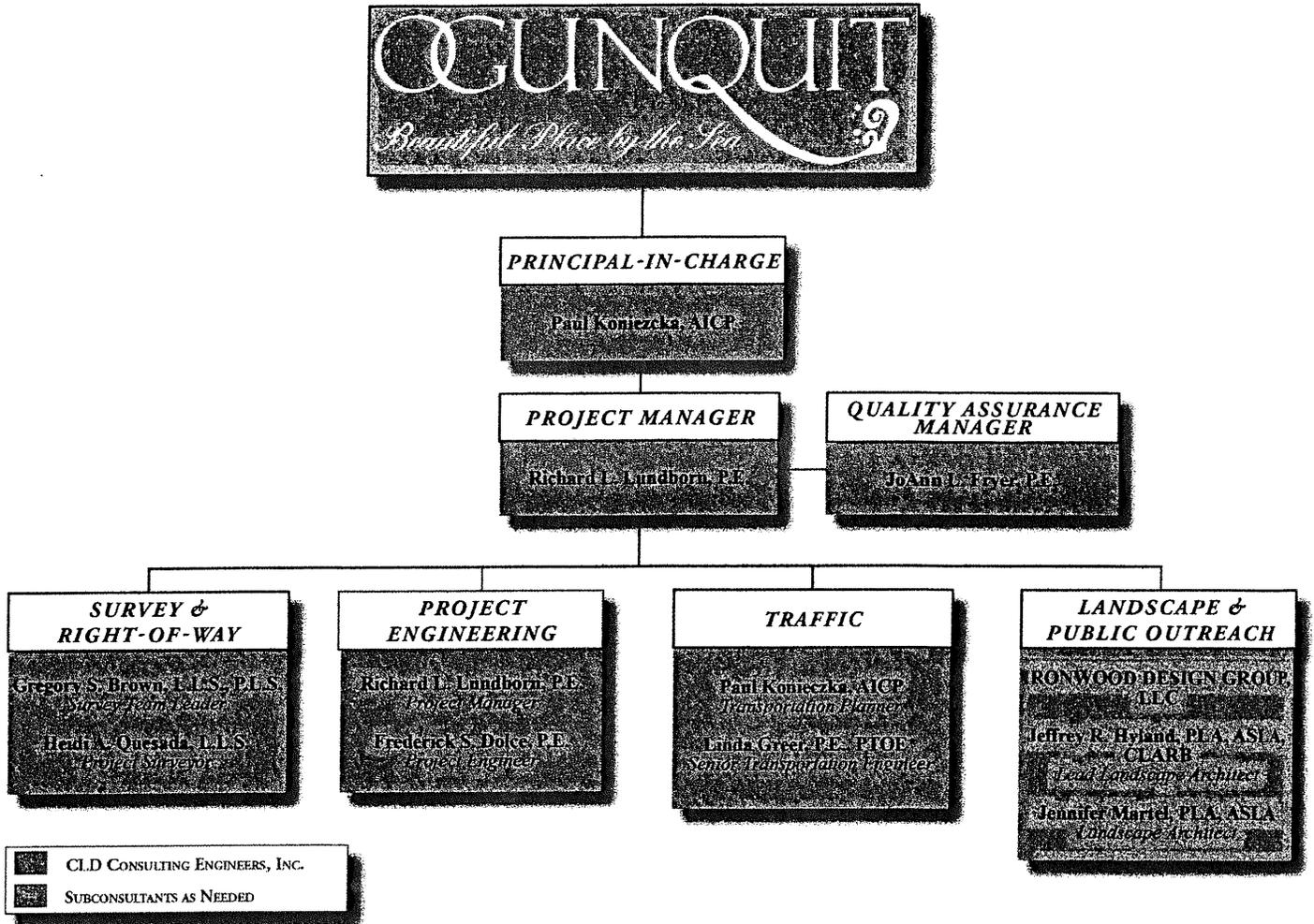
Richard R. Lundborn, P.E.

20 (2 with CLD)

Rick brings over 20 years of civil engineering experience to our York, ME office. He works with municipalities, industrial and commercial clients as well as private land developers on a variety of projects types such as, and municipal roadway, stormwater and utility projects, single family home subdivisions and road designs, and large commercial and industrial developments. Many projects included bicycle and pedestrian considerations for design development. Rick is involved in all facets of



PROPOSED ORGANIZATIONAL CHART



Paul Konieczka, AICP 10
Richard L. Lundborn, P.E...... 11
JoAnn L. Fryer, P.E...... 12
Frederick S. Dolce, P.E. 13
Linda Greer, P.E., P.T.O.E...... 14
Gregory S. Brown, L.L.S., P.L.S. 15
Heidi A. Quesada, L.L.S. 16
Jeffrey R. Hyland, PLA, ASLA, CLARB..... 17
Jennifer Martel, PLA, ASLA 19



Paul Konieczka, AICP

Senior Vice President

Proposed Role:
Proposed Principal-in-Charge/Transportation Planner

Years of Experience

34 (31 with CLD)

Education

B.S., Urban Geography,
Salem State College

Masters Program, Community
and Regional Planning,
University of Wyoming

Professional Affiliations

Institute of
Transportation Engineers

American Institute of
Certified Planners

NH Planners Association

American Planning Association

NH Chapter - Institute of
Transportation Engineers

Professional Certifications

NHDOT Local Public Agency
(LPA) Program Certified

Professional Training

NHDOT/ACEC Technical Transfer
Conference (April 2016)

APA – ADA Guidelines 2010 –
Accessible Routes (December
2015)

ITE – Traffic Incident Management
(June 2015)

NHDOT Local Public Agency
Training and Certification Part 1
(April 2012, May 2015)

ITE – NHDOT – Asset
Management (April 2015)

ITE, Roundabout Triage
(January 2014)

Pedestrian Safety Guide and
Countermeasure Selection System
(September 2013)

NH – ITE – InSync – Adaptive
Traffic Control (March 2012)

York Village Intersection Evaluation, Town of York, ME: Working with Town department heads and downtown stakeholders, collected traffic counts, accident data, and geometric information to evaluate conceptual layouts for possible traffic flow changes to existing intersection of US Route 1, Route 1A, and Long Sands Road in the heart of York Village. Concepts needed to provide access to on- and off-street parking while addressing safety concerns in congested downtown business area for both vehicular and pedestrian traffic while maintaining the historic character of the Village area.

York Street/Organug Road Improvements, York, ME: The full project included reconstruction of Route 1A (York Street) from the Village Elementary School to Hilltop Drive to address the deteriorated street condition, improve the drainage system, and upgrade pedestrian and bicycle facilities. CLD evaluated five options for traffic control including signalization, additional turn lanes, varying stop control scenarios and a roundabout. The signalized option with turn lanes and an improved pedestrian crossing was selected by the Town after neighborhood meetings and coordination with abutters and Town officials.

MaineDOT, ME Routes 26/11 Intersection, Mechanic Falls/Poland: Traffic analyses and traffic signal design services associated with the reconfiguration of the existing 5-way unsignalized intersection of ME Routes 26, 11 and Winterbrook Road.

MaineDOT – ME Route 236 /Vine Street/Academy Road, South Berwick: Traffic analyses and design services associated with the reconfiguration of the existing unsignalized intersection of ME Routes 236, Vine Street and Academy Road that serves two nearby schools to provide turn lanes, a bike access path, and improved turning radii for buses and other through traffic, including a large volume of heavy vehicles.

Milford Downtown and South Street Improvements, Milford, NH: Design of roadway, sidewalks, drainage and streetscape improvements for six projects totaling over \$4 million along South Street toward the Oval / Nashua Street area to address safety concerns and traffic circulation. Also coordinated traffic operations evaluations and public participation efforts on the South Street TE sidewalk improvements, as well as conceptual plan development for various roadway and intersection improvements in the Downtown Milford "Oval" area, including regular working meetings with the local Oval Area Improvement Team Committee.

MaineDOT - Route 1/I-95 Spur Intersection, York, ME: Conducted capacity analyses, evaluation of lane use requirements, and development of signal design plans for modifications to the existing intersection of US Route 1 and I-95 Spur road.

NH Route 108 Improvements Corridor Study and Design, Rochester, NH: Engineering services included a corridor study; traffic projections and alternatives analyses; signalization; roadway design; utility coordination; coordination with NHDOT; environmental documentation and permitting; and coordination with the State's Municipally Managed Program.

Downtown Improvements Study, Manchester, NH: Working with a "stakeholders" group of local officials, employers, business owners and residents, developed a series of improvement recommendations for Elm Street in Downtown Manchester, improved pedestrian corridors between the Millyard and Downtown, short- and long-term parking options, and future multimodal applications





Richard R. Lundborn, P.E.

Branch Manager / Project Manager

Proposed Role:
Project Manager

Years of Experience

20 (2 with CLD)

Education

B.S.C.E., Syracuse University

Professional Registrations

New Hampshire (10943)

Maine (13931)

Professional Affiliations

American Society of Civil Engineers

Theta Tau, National Engineering Fraternity

Order of the Engineer

Professional Training

NHDOT LPA Certification Training

(April 2016)

Mr. Lundborn brings over 20 years of civil engineering experience to our York, Maine office. He works with a wide variety of clients; larger municipalities, commercial developers, industrial clients, property developers and single family home owners. Local, State and Federal permitting of projects for wetlands impacts and stormwater control, treatment, and implementation of appropriate LID technologies are specialties of his. Rick provides project representation for clients throughout the process; at meetings with neighboring property owners, regulators and local boards, helping to develop projects that balance client and abutter wishes and satisfy regulatory requirements.

Shore Road Sidewalk Extension Project, York ME: Worked on the design of a sidewalk extension on Shore Road in York Maine for the Department of Public Works. The project connects a local campground to the Main Street sidewalk system and the greater York Beach area. The project involved working within a tight Right of Way and coordinating the project with sewer and water system improvement projects being undertaken by the York Water District and York Sewer District.

Main Street Drainage and Sidewalk Improvement/Sewer Extension Project, York, ME: Worked as part of the project team to design drainage and sidewalk improvements along Main Street, while also designing a gravity sewer extension in Main Street for the York Sewer District. The project involved close coordination between the Department of Public Works and the Sewer District to ensure no utility conflicts arose and to create the best economy for both clients.

Norway Plains Road Subdivision and Off-site Improvement Design, Rochester, NH: Designed a 101 lot subdivision with approximately 1-mile of internal sidewalks along the designed road system. The project included extensive stormwater management design for the subdivision. ½ mile of off-site sidewalk both adjacent to Norway Plains Road and over land was also designed, connecting the subdivision to a shopping center.

Water Main Repair, Value Engineering, Planning and Design, Dry Dock 2 Portsmouth Naval Shipyard, Kittery, Maine: Acted as the Designer of Record and point of contact for a project that involved developing a solution to repair 1250-ft+ of an over seventy year old water system within the Dry Dock 2 area of the Shipyard while minimizing the service outages. The project involved assessing an array of repair method from the standard reinstalling of the waterline with traditional trench and pipe to the ultimately selected cured in place pipe (CIPP) lining technology. The design was delivered on budget and allowed for construction that came in under budget.

Marc Motors Chrysler and Nissan Dealerships Site Design, Sanford, ME: Worked with Marc Motors in Sanford Maine to design and permit a new auto dealership complex on Route 109 on a property previously occupied by Sprague Electronics. The design involved planning for the reuse of a large concrete slab as parking lot aggregate base, control of stormwater through multiple infiltration basins and a meadow buffer as well as provision of display area for hundreds of vehicles. This project involved State of Maine Site Location of Development Act (SLODA) Permitting, coordination with the Bureau of Remediation and Waste Management (BRWM) and City of Sanford Site Plan Permitting





JoAnn L. Fryer, P.E.

Quality Control Manager, Senior Associate

Proposed Role:
Quality Control Manager

Years of Experience

25 (all with CLD)

Education

B.S., Civil Engineering,
University of New Hampshire

Professional Registrations

New Hampshire (9179)

Massachusetts (40781)

Maine (9655)

Professional Affiliations

American Council of
Engineering Companies, ME
Structural Engineers of NH

Professional Training

MaineDOT Transportation
Conference (December 2016)

NHDOT LPA Certification
Training (April 2016)

Development in FEMA's
Regulatory Floodway,
RedVector (October 2015)

2014 UNH Civil and
Environmental Engineering
Alumni Conference (May
2014)

Modular Decked Steel
Folded-Plate Beams for ABC
Applications (January 2014)

ACEC Financing Public and
Private Capital Investments
(November 2013)

Maine Stormwater
Conference (November 2013)

Integral Abutments for ABC
Bridges in Vermont
(September 2013)

MaineDOT Local Project
Administration Training (May
2013)

Main Street Reconstruction, York, ME: Performed quality control reviews for final design plans and prepared Contract Documents / Special Provisions. The project involved street and sidewalk reconstruction, as well as sewer main extension and drainage improvements. The existing closed drainage system had no discernable outlet, causing flooding especially at high tide. CLD designed a new unique outlet through the stone berm to the Atlantic Ocean, including a buried diffuser header pipe, to improve water exfiltration out of the wetland, without creating a new outlet on the beach.

Long Beach Avenue Drainage Improvements, York, ME: Project Manager for improvements to a public drainage system outletting on Long Sands Beach. Investigated alternatives to the existing substandard system that caused flooding in several neighborhoods. CLD designed and prepared construction plans and contract documents for a large bypass drainage trunk line directly to the existing outlet location on the beach, as well as design of a new, larger outlet structure. Project also required an individual NRPA permit from MaineDEP for outlet in the Sand Dune.

ME Routes 26/11 Intersection Improvements (MaineDOT), Mechanic Falls/Poland: Project Manager for preliminary design to reconfigure the existing 5-way un-signalized intersection of ME Routes 26, 11 and Winterbrook Road, including relocation of one of the intersection approaches. Project includes roadway reconstruction, lane reconfiguration, sidewalks and drainage improvements. Performed quality control reviews for final design plans and contract plans submittals.

ME Route 236 / Vine Street / Academy Road Intersection Improvements (MaineDOT), South Berwick, ME: Project Manager for preliminary design to reconfigure the existing un-signalized intersection of ME Routes 236, Vine Street and Academy Road. Performed quality control reviews for final design and contract plan submittals.

SR 183 (Park Street) over Housatonic River, Great Barrington, MA: Project involves bridge superstructure replacement, including associated roadway approach work, utility relocations, drainage, and sidewalk improvements. Completed project management for preliminary design and quality control reviews for roadway final design / contract plans.

US Route 7 Reconstruction (Segment 6), Brandon, VT: The project includes urban reconstruction of 1.25 miles of US Route 7 and development of two signalized intersections. Also included is sidewalk reconstruction, drainage and stormwater treatment improvements, landscaping, lighting, reconstruction of two public parks, underground utility construction and reconfiguration of on-street and off-street public parking. Responsible for overall plan review, utility coordination and development of Bid Documents and Special Provisions.

Atlantic Heights Traffic Circulation Plan and Raleigh Way Streetscape Improvements, Portsmouth, NH: Project Manager for neighborhood project including a traffic study and streetscape improvements, including sidewalks, street trees, parking, lighting, bump-outs and crosswalks, as well as drainage, sewer and water infrastructure upgrades. Responsible for public outreach and QA/QC review of project design and construction plans. The project included a comprehensive public input process, with multiple neighborhood meetings, as well as several Saturday field days to meet with residents.

Town Hall Beautification and Safety Project, Amherst, NH: Project Manager for this Municipally Managed Transportation Enhancement Project involving reconfiguration of the existing roadways, reduction of paved areas, pedestrian safety improvements and development of roadside public parking lot. Responsible for overall quality control, project management and public interaction from project inception through construction.





Frederick S. Dolce, P.E.

Senior Project Engineer

Proposed Role:
Project Engineer

Years of Experience

17 (2 years with CLD)

Education

B.S.C.E., Bucknell University

Professional Registrations

New Hampshire P.E. (15050)

Maine P.E. (14184)

Connecticut P.E. (0025728)

New Hampshire Subsurface Septic System Designer (01823)

Professional Affiliations

American Society of Civil Engineers

Professional Training

NHDOT LPA Certification

MEDOT LPA Certification

OSHA 10- hour Construction Certification

Rick brings over 17 years of civil engineering experience to the York, ME office. He is versed in the industries of municipal design and construction, as well as site design and development. His career has allowed him the opportunity to work in both the municipal government and private sectors of the civil engineering industry. His experience within municipal government consisted of overseeing multi-million dollar sewer separation projects, as part of a US EPA consent decree agreement. These projects replaced antiquated combined sewer and drainage lines with new sewer, drainage and water lines; while also providing full reconstruction of roadways with pedestrian crossings and incorporated bike lanes, and installation of curbing and sidewalks. As part of construction, being the owner's representative, Rick had daily interaction with residents and business owners within the project areas, including conducting public meetings to answer questions about construction activities. Rick is also LPA Certified.

Engineering Project Manager, City of Portsmouth, Portsmouth, NH:

Managed and coordinated construction projects, from conception to closeout, along with directing various individual departments within the City of Portsmouth Public Works Department. Projects consisted of multi-million dollar US EPA & State mandated projects. Responsibilities included reviewing & critiquing design drawings, reviewing bid estimates and contract amendments from consultants and subcontractors, monitoring budgets, and reviewing payment applications.

Under consent decree with the US EPA the City of Portsmouth, New Hampshire needed to separate the combined sewer and drainage mains. With Rick's oversight, the following projects were completed as part of the consent decree:

- State Street Roadway Reconstruction and Utility Improvements (\$6 million)
- Lincoln Avenue Area Sewer Separation Projects, Phase A, B&C (\$14 million)
- Bartlett Street Sewer Separation Project (\$5 million)
- Cass Street Area Sewer Separation Project (\$4 million)

Responsibilities on these projects included:

- Coordinate construction work to install new sewer, drainage and water mains, with road reconstruction and streetscape.
- Work on the State Street project included extensive streetscape improvements incorporating brick sidewalk installation, tree filter box sand filter system with other LID system installations. Coordinated with landscape architects and UNH storm water resource center staff to monitor benefits effects of LIDs
- Provided construction administration and monitoring as client representative
- Daily onsite visits; weekly & monthly meetings
- Daily interaction with residents to coordinate construction activities and explain how construction will impact their property
- Managed design engineering firm with peer reviews and input on construction expectations.



Heidi A. Quesada, L.L.S.

Survey Technician/Deed Researcher

**Proposed Role:
Project Surveyor**

Years of Experience
29 (16 with CLD)

Education

B.A., Political Science, University of Massachusetts

A.S., Engineering Technology, New Hampshire Technical Institute

Professional Registrations

Licensed Land Surveyor: (NH) 1016

Designer of Subsurface Disposal Systems: (NH) 1641

Granite State Certified Septic System Evaluator: (NH) 78

Professional Affiliations

New Hampshire Land Surveyors Association

Vermont Society of Land Surveyors

Maine Society of Land Surveyors

National Society of Professional Land Surveyors

Granite State Designers and Installers Association

Professional Training Highlights

Erosion Control Workshop (August 2014)

Stormwater BMP Technology

Demonstration Workshop (November 2008)

NH Department of Transportation Highway Seminar (June 2012)

Joint VSLs 7 NHLSA Seminar (April 2013)

NHLSA Roads Seminar (April 2013)

MALSE Legal Perspectives on Land Surveying (January 2016)

Ms. Quesada has been with CLD since early 2001 and is responsible for researching land, owner, and right-of-way information at various registries, town offices, and government agencies throughout Massachusetts, New Hampshire, Maine and Vermont. Ms. Quesada is also responsible for survey note reduction; computations; detailing and generating worksheets and plans; assisting in boundary and right-of-way determination; and preparing field crew assignments while assisting in the field. She has been involved in the research, development, and drafting of various utility, signal and right-of-way easement plans in conjunction with highway improvements.

Draper's Corner Intersection, Claremont, NH: Provided survey services for preliminary design of the intersection of Charlestown Road, West Pleasant Street, Maple Avenue, and Hillstead Road, locally known as "Drapers Corner". Extensive research was performed relating to the historical layouts, final existing right-of-way determination and abutting parcel information for the acquisition of highway easements. The project involved the conceptual design of two alternatives to replace the existing antiquated traffic signal; a modern roundabout and a modern traffic signal system. The signal was selected as the preferred alternative, due to issues that complicated the roundabout design, such as significantly skewed approaches and the presence of five intersection legs. Preliminary design, utility coordination, and natural/cultural resources coordination/permitting efforts culminated in a spring 2010 Public Hearing with final design and a fall 2010 advertise planned.

Washington Street Corridor Study, Rochester, NH: Project included existing conditions plan development for approximately 6,000 feet of urban roadway including location of all utility facilities. Survey services included development of existing right-of-way, full topography including adjacent building corners, utility inverts and flow directions, and location of all surface features.

Granite Street Reconstruction, Manchester, NH: Responsible for all survey activities for a large urban reconstruction project, including one mile of a four-lane City street, a bridge to be widened as part of the project, railroad crossing and multiple signalized intersections, and cross streets. Right-of-way research title abstracts and mapping was also included. Utilities surveyed and included on the survey plan range from water, sewer, storm drainage, gas, and overhead utilities.

Elm Street/Gaslight District Improvements, Manchester, NH: Provided survey services for the Elm Street / Gaslight District Improvements in Downtown Manchester, which includes the design of roadway, sidewalk, street lighting, and aesthetic improvements, as well as landscaping. The goal of the project was to revitalize and refresh this area of the City by improving infrastructure and pedestrian amenities and accessibility, while also enhancing the redevelopment potential of the properties. This project was defined as one of the City's development opportunities and a Gateway in Manchester. Survey included detailed topographic survey of an 8-block urban area, utility location, right-of-way, and research.

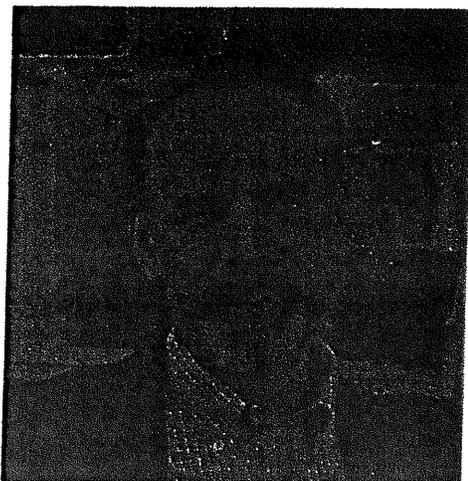
U.S. Route 2 Culvert Replacement, Lunenburg, VT (VTrans): This project includes the replacement of Bridge No. 126 that was constructed in the 1930's with a new larger pre-cast concrete pipe arch. Title abstracts were performed on the abutting properties and right-of-way research conducted to re-establish the historic right-of-way in combination with more recent highway acquisitions within the subject area.



Jeffrey R. Hyland, PLA, ASLA, CLARB

Firm Principal

Landscape Architect, Urban Designer, Planner



Licensure

State of New Hampshire, No. 026

State of Maine, No. 4319

State of Rhode Island, No. 402

CLARB, No. 4544

Education

University of Rhode Island, BLA Landscape
Architecture

Rhode Island School of Design BA Studio Art

Professional and Civic Associations

Granite State Landscape Architects

American Society of Landscape Architects

Council of Landscape Architecture Registration
Boards

American Institute of Architects, NH Chapter
Plan NH

Congress for New Urbanism

South East Land Trust

Appalachian Mountain Club

Biography

With over 20 years of project experience throughout New England, landscape architect Jeffrey Hyland has been a successful early adopter and champion of green infrastructure and sustainable design, with a winning track record of collaboration and professional excellence. His patience and friendly nature has made him particularly successful at identifying shared interests between project stakeholders and common threads as the basis for developing consensus.

As the principal landscape architect of Ironwood Design Group, Jeff manages and directs a broad range of project types, and provides oversight and leadership to firm staff. Jeff's top priorities remain understanding the goals and objectives of each client and project, which he does with creativity and passion.

Awards

- Plan NH 2015 Merit Award, State Street Streetscape Revitalization Project, Portsmouth, NH
- Plan NH 2012 Award Winner for Excellence in Planning, Design, and Development, West Peterborough TIF District Improvement Project, Peterborough, NH
- NH Chapter of the American Society for Civil Engineers 2010 Outstanding Achievement Award State Street Utilities Streetscape Revitalization Project, Portsmouth, NH (with CMA Engineers)
- Memorial Design Competition Finalist 2010, Martin Luther King Memorial, Portland, ME
- Plan of the Year 2010, NH Planners Association, Stratham Gateway Business District Master Plan, Stratham, NH
- Merit Award 2006, Boston Society of Landscape Architects, Garden of Peace, Boston, MA
- Honor Award in Waterfront Design 2003, Boston Society of Landscape Architects, Lowell Riverwalk and Canal Park, Lowell, MA

Recent Lectures and Publications

- International LID Conference 2016, Balancing Green Infrastructure and Urban Horticultural Goals



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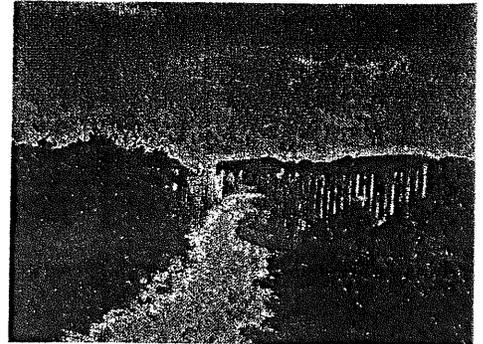


Highlighted Professional Experience

Charlestown Town Beach

Charlestown, RI

Acting as prime consultant Ironwood supplied master planning and landscape architectural design services for the expansion and improvement of an existing Town beach facility. The project design features include tourist information /restroom building, vehicular circulation and parking, bike and pedestrian paths, site furnishings, informational/educational signage, play equipment, lighting and native planting.



Spectacle Island

Boston, MA

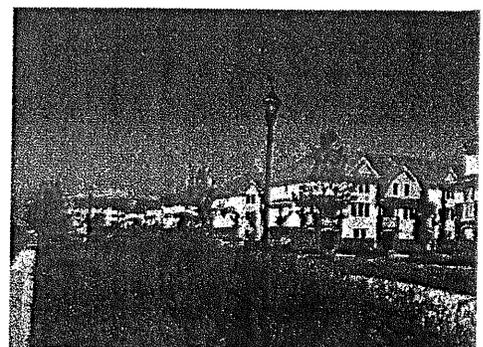
As one of thirty four islands that comprise the Boston Harbor Islands National Recreation Area, Spectacle Island has a varied history. In the 1840's the Island was home to a gambling resort, later a horse rendering plant was built, followed by a city trash incinerator that remained active until 1935. When the incinerator closed the island was used as a landfill until 1959. Spectacle Island was reclaimed and transformed as part of the Central Artery/Third Harbor Tunnel Project. Excavated material was utilized to cap the landfill and sculpt a naturalistic landform composed of two distinctive drumlins terraced with retaining walls. Today Spectacle Island is a public park accessible only by ferry, which makes it a popular daytrip. Amenities on the Island include a marina, visitor center, cafe, swimming beach, picnic areas, and benches. Visitors to the Island can enjoy the facilities, walk along paved roads or the five miles of trails, and enjoy the fantastic views, diverse bird habitat, and native plantings. Jeffrey R. Hyland was the project landscape architect for the final design. The landscape architecture firm of record was Brown and Rowe, Inc. In 2001 Spectacle Island received an Honor Award from the Boston Society of Landscape Architects.



Ocean Boulevard Streetscape Improvements

Long Branch, NJ

Jeffrey Hyland was a project landscape architect involved in the urban and landscape design associated with the reconstruction of a section of roadway within a coastal community. Design challenges included retail traffic management, emergency vehicle access, reduction of pedestrian conflicts, and the establishment of linkages between the City's business center, convention center and the ocean. In the final design the beautiful coastal landscape was emphasized and the boulevard's relation to the beach strengthened through the use of native plantings and ornamental grasses. The landscape architecture firm of record was Pressley Associates, Inc.



Jennifer Martel, PLA, ASLA

Landscape Architect, Urban Designer, Planner



Licensure

Commonwealth of Pennsylvania, No. 002911

Commonwealth of Massachusetts, No. 4200

Education

Rhode Island School of Design, MLA, Landscape Architecture

George Washington University, BA, East Asian Studies

Professional and Civic Associations

Granite State Landscape Architects

American Society of Landscape Architects

Council of Landscape Architecture Registration Boards

American Institute of Architects, NH Chapter

Plan NH

Philadelphia Society of Landscape Architects

Community Design Collaborative

Biography

Jennifer is a registered landscape architect with a decade of experience in the field, and a member of the American Society of Landscape Architects. She has an artist's eye and knack for technical details. Prior to joining Ironwood Design Group, she lived in Philadelphia where she worked at the firms of OLIN and Wallace, Roberts and Todd. Since joining Ironwood, she has demonstrated tremendous capabilities creating stakeholder consensus and an ability to drive master planning and visioning initiatives. She is highly capable using the graphic tools necessary to effectively illustrate her designs.

Over the years, Jennifer has contributed to projects in both the private and public sectors, and has developed strong working relationships with non-profit clients supporting underserved communities in urban environs. Her involvement in large park projects has afforded her with expertise in design of athletic fields, community gardens, play yards, and multi-modal pathways, as well as stormwater mitigation. Examples of her keen abilities include Parklands of Floyds Fork, Camden.

Awards, Lectures, and Publications

- Community Design Collaborative, 20th Anniversary Logo Design Winner 2010
- Community Design Collaborative, Outstanding Volunteer Award 2007
- Rhode Island School of Design, Lothrop Travel Fellowship 2006

Competitions

- Community Design Collaborative Infill Soak Up! Design Competition: OLIN Team 2013
- Gwanggyo Lakeside Park in Gyeonggi Province, South Korea: WRT Team 2010
- Governor's Island Parks & Open Space Design Competition: WRT Team 2007



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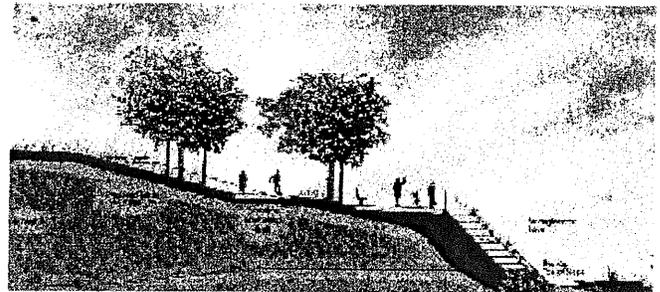
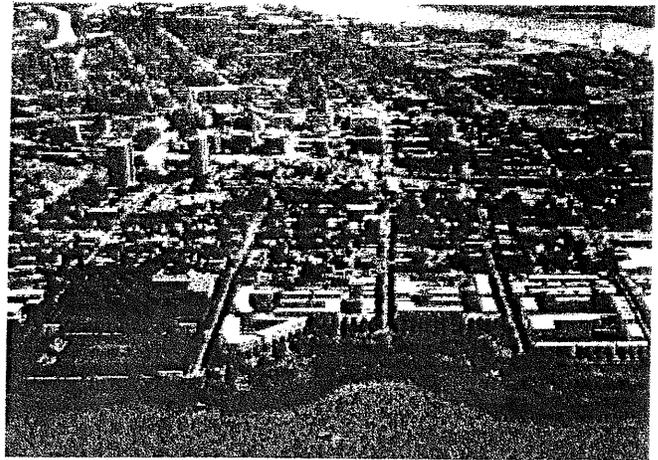


Highlighted Professional Experience

Camden Waterfront Park Planning

Camden, NJ

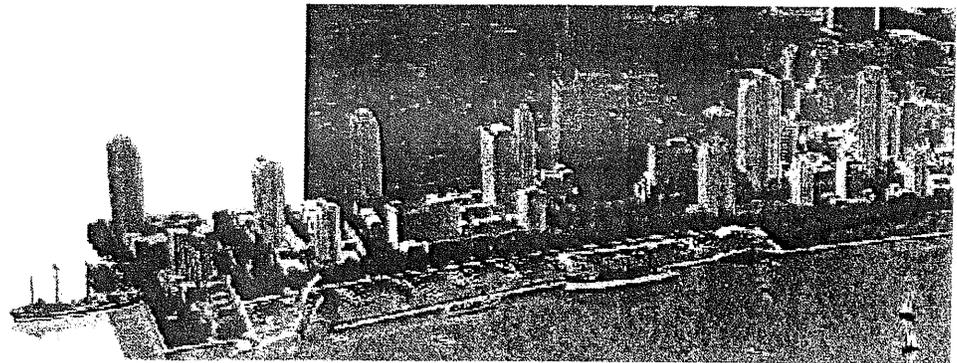
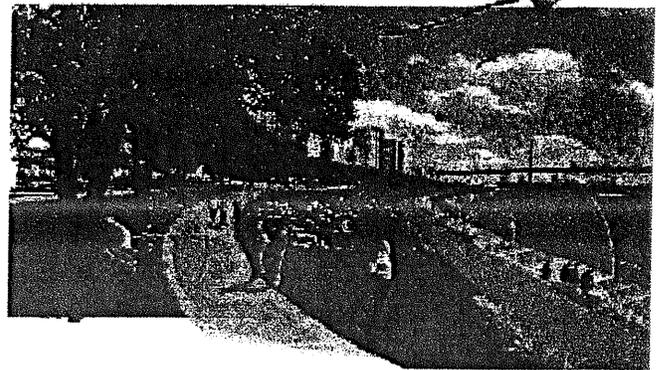
This project focused on the under utilized and ecologically sensitive waterfronts in North Camden and Cramer Hill. The award-winning North Camden Waterfront Park Plan reconnects a cut-off neighborhood to the vibrant South Camden Waterfront and to the amazing views and recreational opportunities along the Delaware River backchannel. The Cramer Hill Waterfront Park Plan takes advantage of the rolling topography of a former landfill to create a park with spectacular overlooks, expansive meadows and trails, ball fields, playgrounds, a community center, and waterfront recreation. On this project, Jennifer was as project designer, examining under utilized and ecologically sensitive waterfronts and exploring design options that balance public use, ecological sustainability. The Landscape architecture firm of record was Wallace, Roberts, and Todd.



A Civic Vision for the Central Delaware

Philadelphia, PA

The Civic Vision for Philadelphia’s waterfront has won numerous awards and effected development already begun on the waterfront today. Jennifer’s primary role on this project was as project designer and Illustrator. Her work has helped to take the planners’ and community’s ideas from framework to vision by creating approachable bird’s-eye perspectives. The images paint a picture of a viable future waterfront and provide a tool for discussion between planners, architects, citizens, and policy makers. The Landscape architecture firm of record was Wallace, Roberts, and Todd.





GENERAL ENGINEERING SERVICES

Town of York, ME

CLIENT

Town of York, Maine

DESCRIPTION

CLD has provided engineering services to the Town of York on a wide variety of projects; including a feasibility study for a new municipal complex, boundary survey and right-of-way/easement plans, bridge design, roadway reconstruction and miscellaneous structural rehabilitation/repair projects. Projects have ranged in size from less than \$10,000 to \$500,000 in construction costs, and several have required immediate response and turn-over of documents to meet imposed deadlines. Staff flexibility to work on priority projects and meet milestones has been essential to the Town.



ROADWAY RECONSTRUCTION:

- Main Street Drainage and Road Reconstruction
- York Street Drainage and Road Reconstruction
- Bell Marsh Road Reconstruction
- Bog Road Reconstruction
- MDOT LAP – York Corner Intersection Capacity Upgrade
- MDOT LAP – Clark Road / Rte 1A Intersection Improvements
- MDOT LAP – Ridge Road / Old Post Road Improvements
- River Road - Reconstruction, Phase I
- Winterbrook and Mallard Drive – Drainage and Roadway
- Shore Road Drainage – Reconstruction

SURVEY / RIGHT-OF-WAY:

- Lilac Lane Drainage Easement
- Barrell Lane, Young's Lane ROW
- Peabody Lot (Bog Road) Boundary
- Ferry Road, Drainage Easement
- York-Ogunquit Town Line

TRAILS:

- Fisherman's Walk Concrete Repair
- York River Trail and Access Improvements

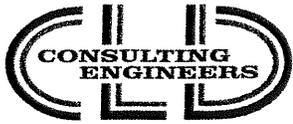
BRIDGES / LARGE CULVERTS:

- Harris Island Culvert Sliplining
- Long Sands Road Box Culvert
- Logging Road over Josias River

MISCELLANEOUS / STRUCTURAL:

- Crane and Loft Ratings
- Chase's Pond Road Bridge Guardrail
- Long Beach Avenue – Seawall and Sidewalk

- Survey
- Easement Plans
- Public Presentations / Participations
- Right-of-Way
- Roadway and Intersection Design
- Bridge Design
- Structural Design
- Traffic Analyses / Signalization
- Contract Documents / Bidding
- Environmental Coordination
- Cost Estimating
- Construction Administration / Inspection



YORK VILLAGE INTERSECTION

York, ME

CLIENT

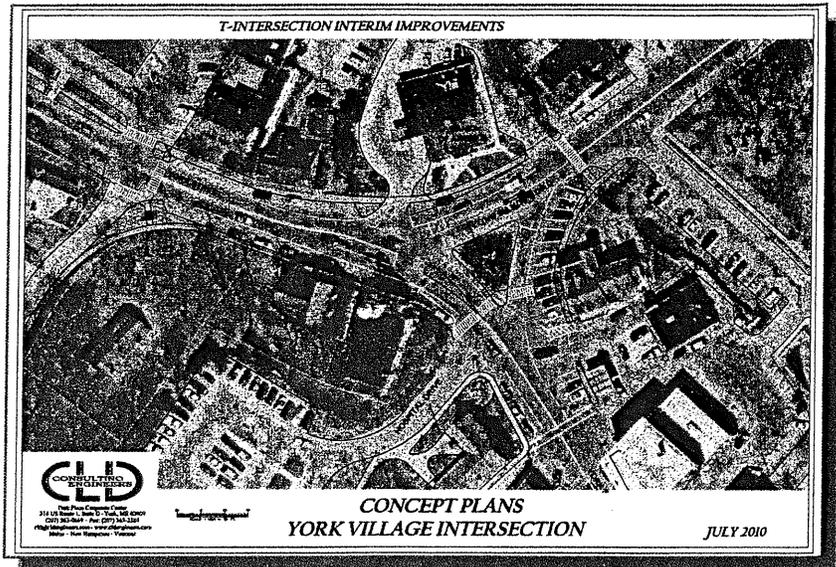
Town of York, Maine
186 York Street
York, ME 03909-1314
Contact: Steve Burns
Phone: (207) 363-1007
Email: Sburns@yorkmaine.org

LOCATION

York, ME

DESCRIPTION

The project involved evaluation of the existing traffic operations and safety conditions at the intersection of York Street (Route 1A), Long Sands Road, and Hospital Drive, in the heart of York Village. The intersection is formed by three roadways surrounding a center island that contains an historic Civil War monument. The majority of the intersection is yield-controlled, with on-street parking, adjacent businesses and entrances as well as crosswalks and sidewalks all in one compact area. The goals of the study were to identify and prioritize areas of concern via outreach to area stakeholders, and evaluate the feasibility of conceptual options that would improve the safety and function of the intersection with respect to pedestrian, bicycle, parking and vehicle movements. Recommendations of the study included identification of primary routes of travel, with stop control on other legs; crosswalk identification and relocation of on-street parking to increase visibility of crosswalk locations; roadway reconfiguration within the existing footprint to improve flow and sight distance.



- GIS Mapping
- Planning Studies
- Traffic and Turning-Movement Evaluation
- Alternatives Investigation
- Public Interaction Process Facilitation
- Study Estimate and Report



ATLANTIC HEIGHTS STREETSCAPE Portsmouth, NH

CLIENT

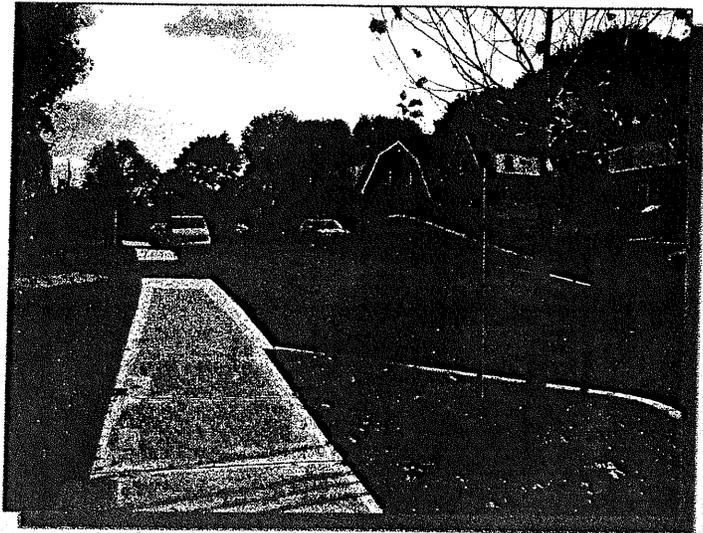
City of Portsmouth, NH
Contact: David Moore
City of Portsmouth Program Manager
Tel: (603) 610-7226
email: dmoore@ch.cityofportsmouth.com

LOCATION

Portsmouth, NH

DESCRIPTION

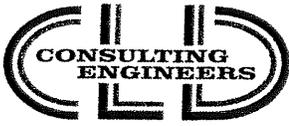
The City undertook a program to upgrade the roadway and utility infrastructure within the Atlantic Heights neighborhood, through Community Development Block Grant funding. The neighborhood is listed on the National Register of Historic Places as it was constructed during World War II to support the adjacent shipbuilding business. Since that time, the neighborhood has been converted mostly to residential single-family and two- to six-unit buildings. The right-of-ways are fairly narrow and the homes are very close to the street, with limited off-street parking. Challenges for street improvements included defining adequate parking, pedestrian facilities, and providing appropriate travel lanes, as well as landscaping and potential for future period lighting.



The City contracted with CLD to complete improvement designs for Raleigh Way. This project included a traffic circulation study for the entire neighborhood, to consider one-way street pairs as a means for providing additional parking within the City's narrow Right of Way. Recommendations included a change to one-way for multiple streets with corresponding street circulation signage design. CLD completed design services to implement streetscape improvements on Raleigh Way also.

The project included an intensive public participation process that included a number of public meetings to present the projects, as well as several "field days" that entailed one-on-one Saturday meetings at the site with individual property owners, to answer questions and resolve concerns.

- Field Survey and Right-of-Way
- Traffic Circulation Study
- Water, Sewer and Drainage Design
- Parking Demand Studies
- Utility Coordination
- Identify Streetscape Improvements
- Facilitation of Stakeholders Meetings
- Contract Documents and Plans



PREBLE/CRESCENT WAY STREETSCAPE IMPROVEMENTS Portsmouth, NH

CLIENT

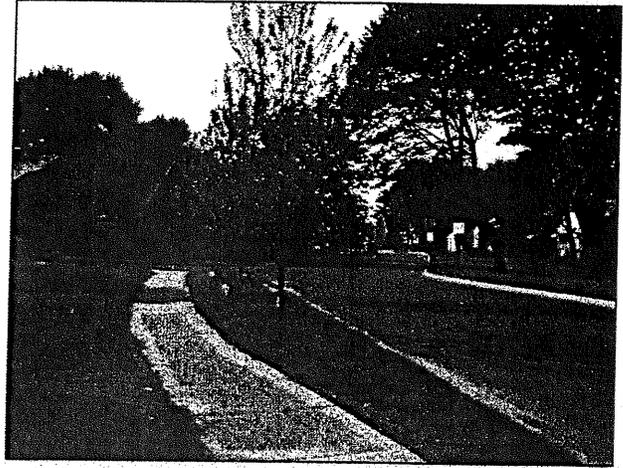
City of Portsmouth, NH
Contact: David Moore
City of Portsmouth Program Manager
Tel: (603) 610-7226
email: dmoore@ch.cityofportsmouth.com

LOCATION

Preble Way-Crescent Way
Portsmouth, NH

DESCRIPTION

The City of Portsmouth employed CLD to design approximately 2,000 linear feet of streetscape improvements as part of a multi-phase project in the Historic Atlantic Heights Neighborhood on the west side of the City. The program is managed by the City's Community Development Department, utilizing Community Development Block Grant funding.



This World War II era neighborhood is comprised of a mix of single-family and two- to six-unit brick residential structures woven into a compact and cohesive community, embracing at least three small public green spaces and a community park. The neighborhood was constructed with small lots and tight right-of-ways which created significant challenges to accommodate all the public infrastructure required. This project entailed the design of a new streetscape including new streets, granite curbs and sidewalks, landscaped esplanades, on-street parking, new water mains and a closed drainage system.

The process included a significant amount of public input, specifically with the Neighborhood Association, as well as holding numerous public meetings for the residents and Saturday field days to meet with individual home owners to address concerns and explain improvements. The project design team, including engineers, landscape architect, City and neighborhood residents worked collaboratively to carry out the Atlantic Heights vision for this project, including street geometry and sidewalk layout; water, sewer and drainage improvements, as well as esplanade and street tree locations. Together with a licensed forester, CLD identified existing tree species and assessed existing plant viability in the proposed streetscape. CLD also completed final design of the street and utility improvements, and prepared contract documents for construction.

- **Field Survey**
- **Right-of-Way**
- **Parking Demand Studies**
- **Utility Coordination**
- **Identify Streetscape Improvements**
- **Public Facilitation of Stakeholders Meetings**
- **Construction Plans and Contract Documents**

Bridgton Main Street Improvements

Bridgton, ME

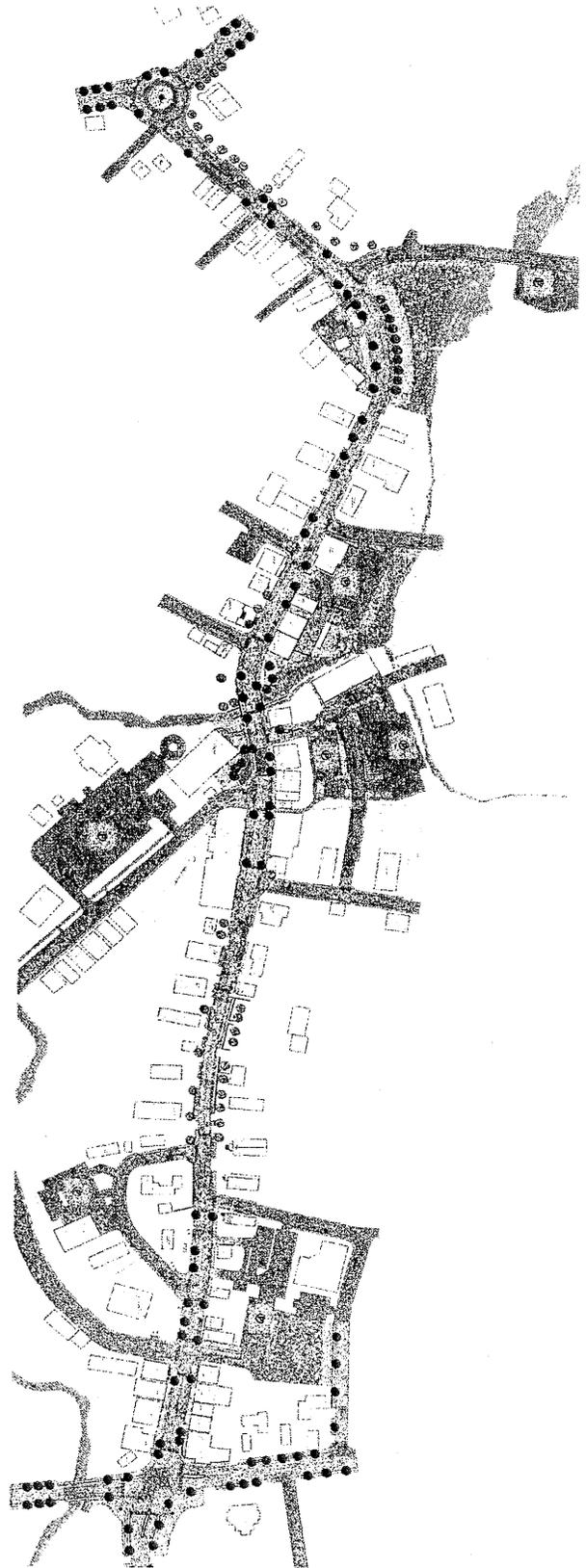
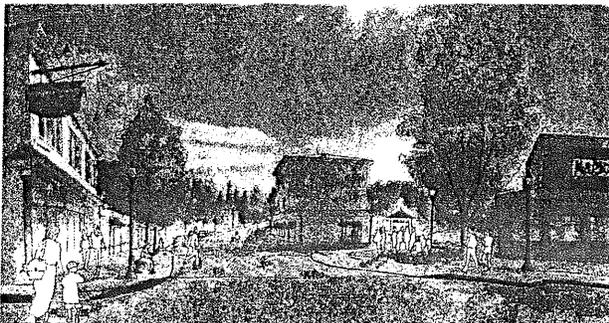
Bridgton's downtown streetscape frames a vibrant amalgam of storefronts, eateries, offices, and residences. Located in the heart of Maine's Lakes Region, the town is a popular summer and winter vacation destination. The 1-mile stretch of Route 302 that runs through downtown is a throughway for large trucks and other vehicles. Ironwood Design Group led a team of architects and engineers through a master planning effort to create a conceptual design that would make downtown a more pedestrian-friendly, attractive, and vibrant destination.

The Ironwood team conducted a comprehensive community outreach process that included both online and off-line feedback mechanisms. Neighbors participated in a visioning workshop, a site walk and place audit, several public input sessions, and scheduled office hours. Project management services included maintaining a blog page for community education and feedback collection. Ironwood used the town's Facebook page and a hashtag to promote visits to the blog.

Through an iterative design process, the final master plan took shape after substantial community vetting. The document included cost estimates, site plans, sections, and perspective drawings in addition to recommendations for paving, lighting, and site furnishings. The master plan document, backed by community support, is a valuable tool for the town to implement the improvements.

Client

Anne M Krieg, AICP, Director of Planning, Economic & Community Development
Town of Bridgton, ME
krieg@bridgtonmaine.org



www.IronWood.com

603.772.0590 | 207.613.0123

Bicycle/Pedestrian Master Plan

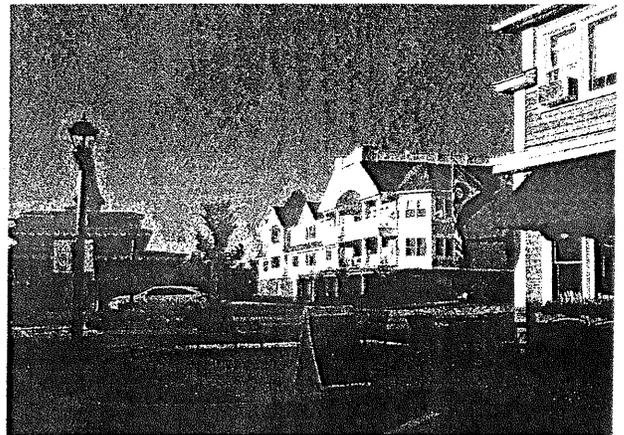
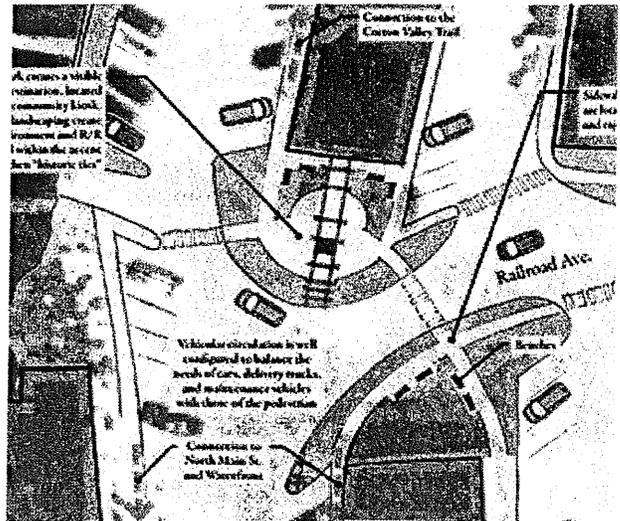
Lakes Region, NH (15 Communities)

Ironwood Design Group provided conceptual design and illustrative visioning services associated with bicycle, pedestrian, and streetscape problem-solving for New Hampshire Lakes Region Communities. Through site analysis, review of existing documentation, and working closely with community stakeholders and Planning Commission staff, we developed solutions responsive to articulated concerns. These included a wide range of options to enhance circulation, increase safety, improve connectivity, and boost community pride. In Wolfeboro, for example, the town goal was to improve bicycle and pedestrian safety through its busy Town Center, particularly at issue during the summer months. Recommended streetscape improvements helped to guide visitors and townspeople to town-stated goals of business destinations, recreation opportunities such as trails and the waterfront, community gathering spaces such as pocket parks, and visitor facilities such as restrooms and information centers. The narrowing of the street with bump outs and sidewalk design changes, slows through traffic and offers pedestrians shorter and safer crossings. Strategic streetscape improvements were tailored to meet the specific design needs of Wolfeboro.

Lasting project attributes include viable concepts for traffic calming such as new crosswalks, bump outs, sidewalk enhancements, new circulation routes to connect existing infrastructure for safe-pedestrian travel, way-finding design, accent-paving, and bicycle lane design, bus drop-offs, illustrative graphics, and cost estimates.

Client

Michael Izard, Principal Planner
Lakes Region Planning Commission
603.279.8171
mizard@lakesrpc.org



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603.772.0596 | 207.513.0123

Silver Street Complete Street Improvements

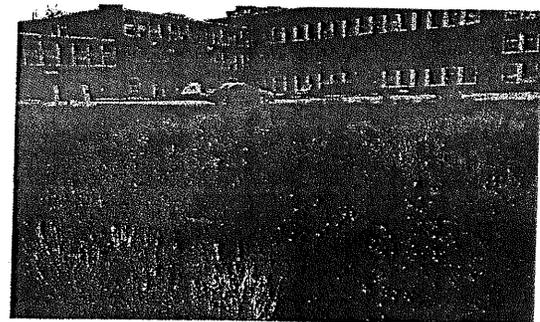
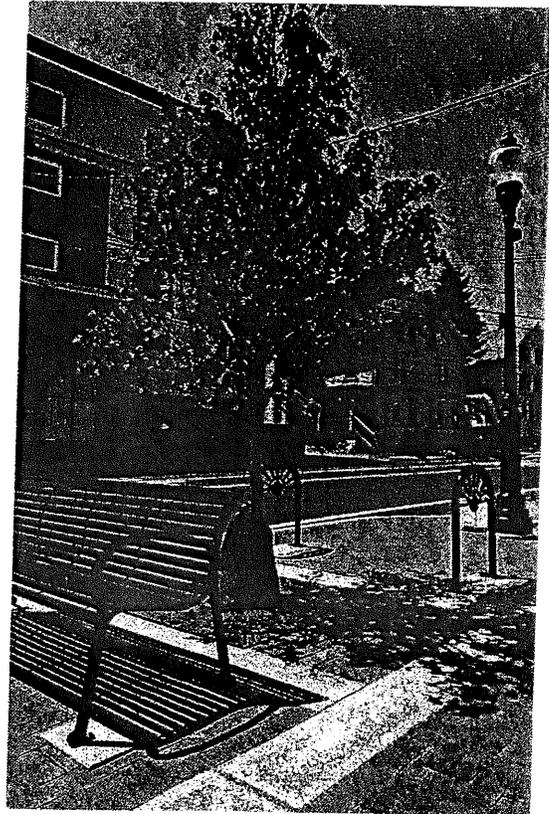
Dover, NH

Streetscapes influence a community in unexpected ways. Thoughtful street design that reduces traffic speeds and improves pedestrian crossing conditions can significantly reduce both the frequency and intensity of crash injuries. Given the proximity of residential neighborhoods and Woodman Park Elementary School to the project area, the safety of community residents was a primary objective. However, the need to enhance water, sewer, and traffic management infrastructure created an opportunity for comprehensive streetscape improvements.

In addition to these design requirements, the City made stormwater management and treatment a secondary design priority. A large bioretention rain garden with an outdoor classroom was installed at the entrance to the school. When completed, the area will have a pedestrian bridge, a seating area, and a path from where students can observe the bioretention areas function and the garden's connection to the roadway drainage system.

Lasting improvements made to the project area include gateway treatments with accent paving, plazas and patios incorporating universal accessible curb ramps, crosswalks, and traffic calming measures; bioretention stormwater treatment, LED architectural area lighting, benches, trash receptacles, bike racks, landscaping, and street tree planting using Silva Cell pavement support systems.

Client
David White, PE, City Engineer
City of Dover, NH
603.516.6450
d.white@dover.nh.gov



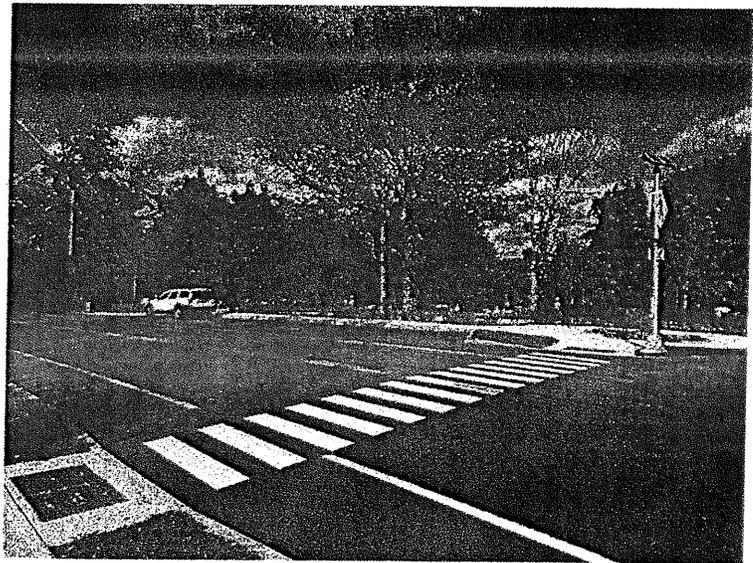
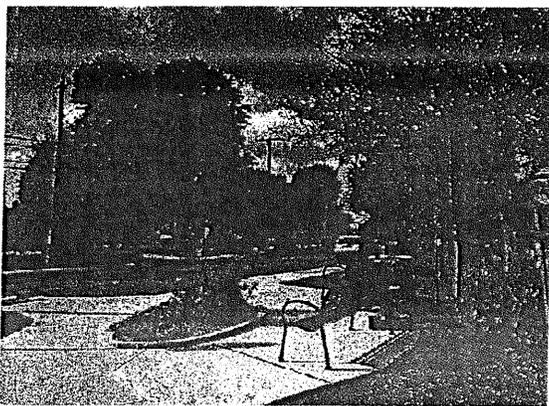
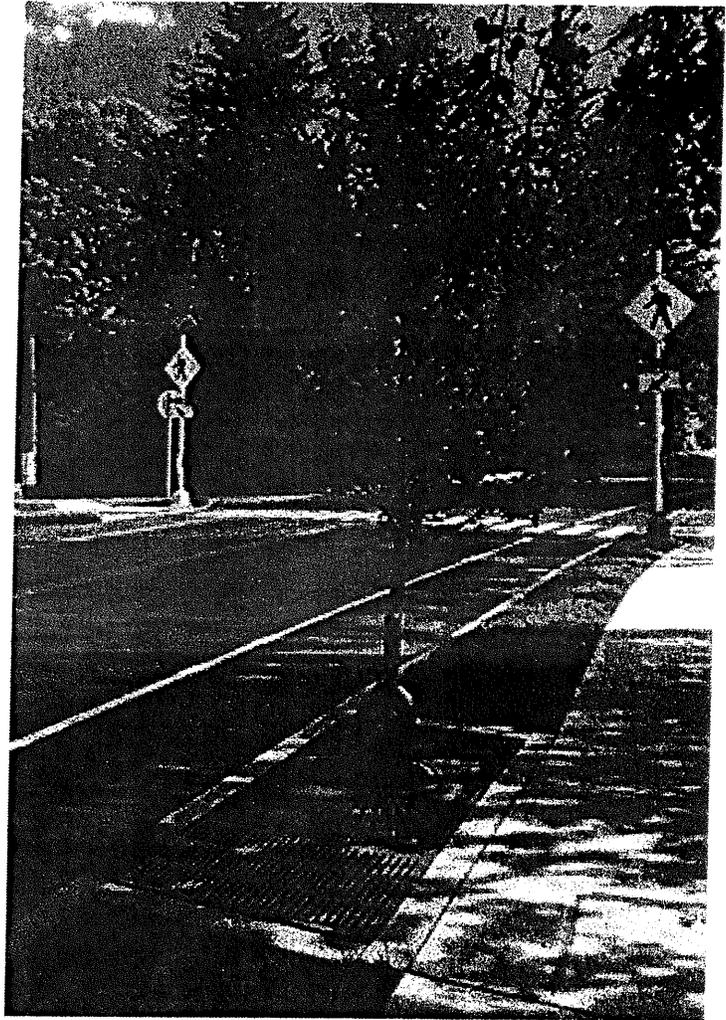
www.Ironwood.com

603.772.0590 | 207.613.0123

Sagamore Avenue Complete Street Improvements

Portsmouth, NH

Historic Sagamore Avenue is a critical contemporary thoroughfare providing passage between the City of Portsmouth and Newcastle with high traffic volumes. The street is flanked by historic South Street Cemetery on the east and prominent residences on the west. Serving as consultant to the project engineer, Ironwood provided landscape architecture services for Complete Street bicycle and pedestrian improvements, traffic calming, and innovative stormwater management. Ironwood prepared a tree assessment report for the City's Blue Ribbon Trees organization and Greenery Committee to recommend which historic trees should be preserved during reconstruction. Ironwood partnered with the project engineer to facilitate 2 public participation meetings to collect design input. The design included custom-designed tree box filters that solve many of the common issues related to their use: aesthetics, durability in the New England climate, and ease of installation and maintenance. In addition to providing stormwater treatment, these tree boxes were designed to support healthy tree growth in the context of winter deicing salts. The project design includes accent paving for streetscape plazas that incorporate universal accessible curb ramps, crosswalks, and elements for traffic calming. Architectural attributes include benches, trash receptacles, and bicycle racks.




Ironwood
Landscape Architecture • Planning

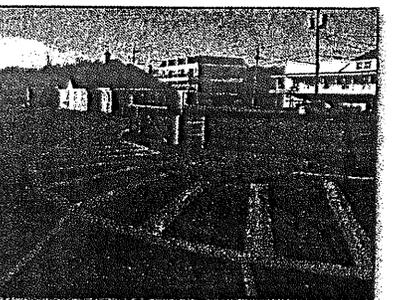
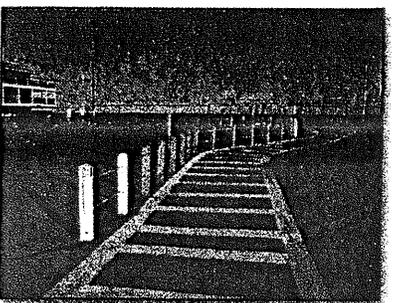
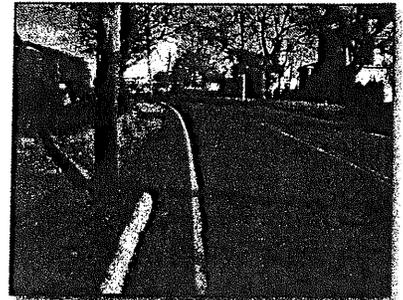
www.Ironwood.com

603.772.0590 | 207.613.0123

PROJECT UNDERSTANDING

After reviewing the Request for Proposal (RFP) and attending the Site Visit with the Town Administrator and Code Enforcement Officer, we have gathered a perspective and understanding of the problems the Town wishes to address with this project. There appears to be a number of issues the Town of Ogunquit wishes to see addressed through this project. The project team understands these issues, in order of importance, to be as follows:

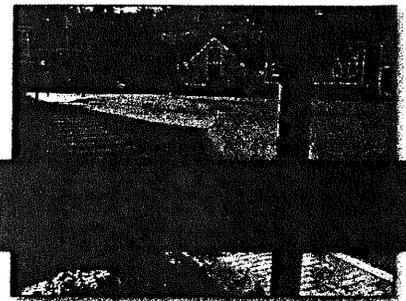
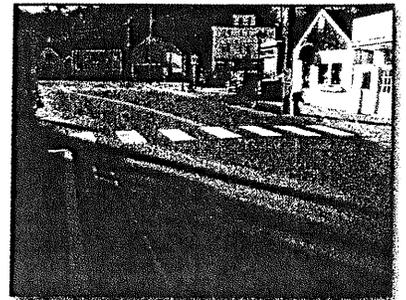
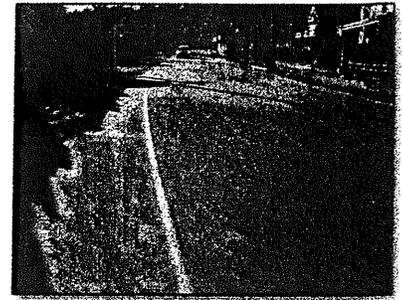
1. **Poor Traffic Interaction Between Vehicular and Pedestrian Traffic at the End of Beach Street:** The RFP and discussion held with the Town staff during the Site Visit on January 10, 2017 made it clear that the most pressing issue the Town wishes to address is the poor interaction between the pedestrians arriving at, and leaving the beach, and the vehicles reaching the end of Beach Street to either turn around and head back to town, or drop people off at the beach. Consideration for the Trolley stop must also be made.
2. **Beach Parking Lot Entrance:** Traffic has a tendency of backing up at the entrance to the parking lot. This impacts the overall traffic circulation at the end of Beach Street. The chosen consultant should review the current configuration of the parking lot entrance and if necessary, make recommendations for improvements and design according to which recommendations are selected.
3. **Relocation of the Dumpster and Provision of Appropriate Screening:** Currently the Dumpster Enclosure, while convenient for beach patrons, is located right out in the open and disrupts what is otherwise a very nice view. Finding a better location for the Dumpster Enclosure, one that is preferably convenient and out of the way is a priority.
4. **Bath House; Providing Better Access for the Current Facility and Planning for Future Expansion:** Foot traffic to the bath house from the beach currently has a tendency to be from a number of directions. No consistent path is used by beach patrons and there is an inclination for the beachgoers to travel “as the crow flies” from the beach access ramp to the bath house. This brings the pedestrians into conflict with the vehicular traffic on Beach Street.



Not only does safe, vehicle conflict free, access to the current bath house need to be provided for pedestrians, there are plans for the expansion of the bath house in the future to not only expand the bath house’s capacity for beach goers, but also provide better facilities for the lifeguard service. This expansion of the beach house needs to be accounted for in the project planning. In the event the team feels simple expansion of the beach house where it currently is located will not ultimately be the most beneficial, cost effective, or a reasonable solution, the team needs to make recommendations regarding this.

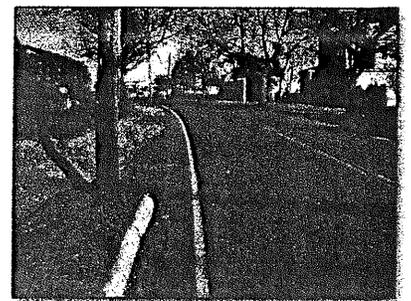
5. **Beach Street From Main Street, Route 1 to Ogunquit Beach:** A number of desired improvements to Beach Street from Main Street to Ogunquit Beach are discussed in the RFP and were discussed at the Site Visit.

- a. **Street Lights:** Provision of street light improvements that would match those along Main Street should be explored, particular attention should be paid to the bridge area.
- b. **Bicycle Lane:** Provision of a dedicated bicycle lane along Beach Street from Main Street to the beach has been discussed.
- c. **Sidewalk Improvements, North Side of Beach Street:** Currently the sidewalk along the north side of Beach Street is the primary pedestrian access to the beach from the Inns and Hotels along Beach Street and Shore Road as well as from Main Street. Improvements to the sidewalk to have it match the Main Street sidewalk are to be explored as alternatives.
- d. **Sidewalk Addition, South Side on Beach Street:** There is not a sidewalk on the south side of Beach Street. The RFP and the discussion with Town Staff at the Site Visit on January 10, 2017 had involved the design and provision of a sidewalk along the south side of Beach Street in addition to the existing sidewalk on the north side of Beach Street. The addition of a sidewalk on the south side of Beach Street will require drainage improvements.



and pipe.

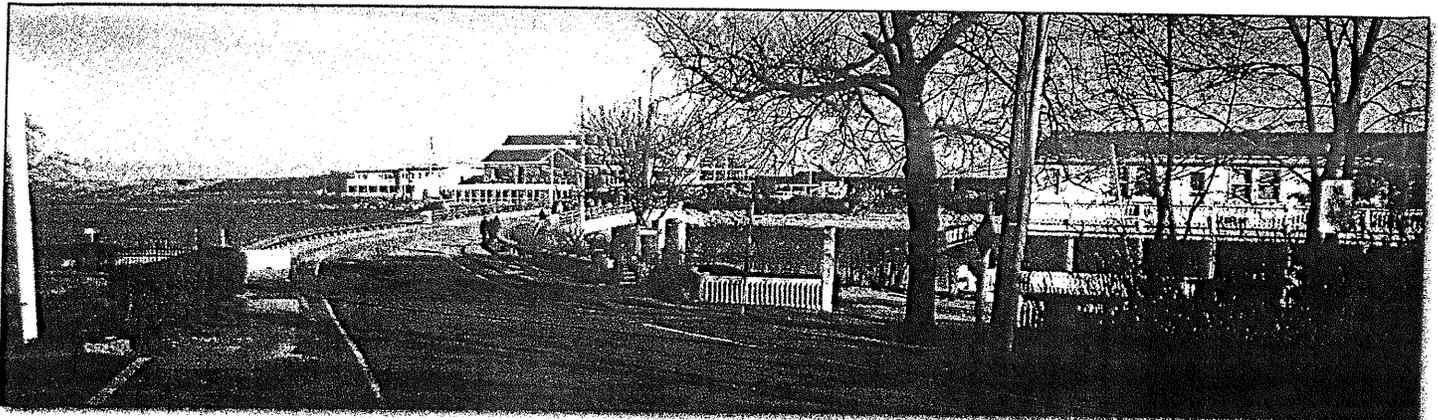
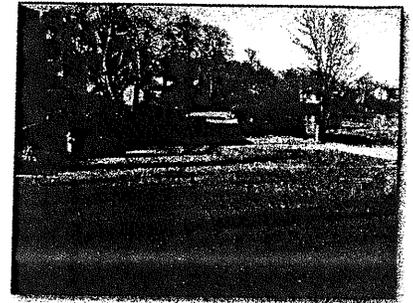
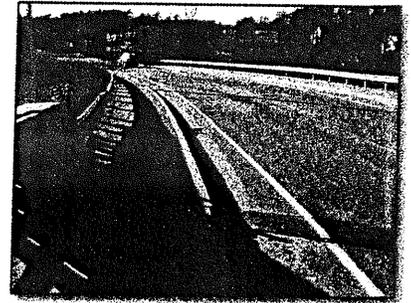
- e. **Streetscape Improvements:** The RFP and the discussion with Town Staff both involved the design of Streetscape improvements such as:
 - i. **Benches:** Provision of benches and rest spots along Beach Street for pedestrians;
 - ii. **Street Trees:** Provision of street trees along Beach Street where trees do not currently exist, yet keep existing mature street trees as they provide valuable shade for pedestrians;
 - iii. **Utilities:** Exploration of the possibility of replacing overhead utilities with underground utilities; the above items will require topographic survey and verification of the Right-of-Way. It will also require the the project team to coordinate with the various utility companies providing service to the area as well as Ogunquit Public Works and the Maine DOT.



Submissions and Meetings:

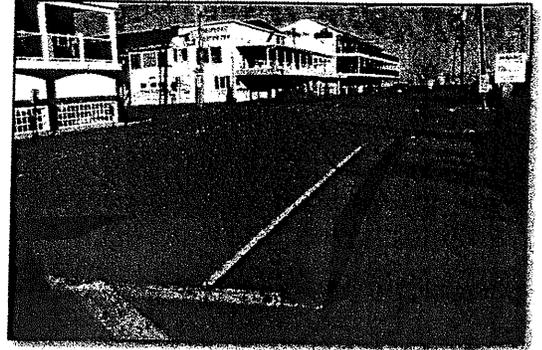
The selected consultant team will be expected to consult with the Town during the process. Per the RFP it is understood that there will be two submissions. The team would expect the process to be as follows:

1. **Kick-off Meeting:** A kick-off meeting with Town Staff and project team representatives will be held to outline what the Town is expecting for design services.
2. **Preliminary Design:** The project team will submit a Preliminary Design package including at a minimum the items listed in the RFP, for the Town and stakeholders to review.
 - a. **Preliminary Cost Estimate:** A Preliminary Cost Estimate will be part of this submission so that the Town and stakeholders can assess the cost related to each piece of the design and decide which parts of the design to pursue.
 - b. **Meeting:** It is anticipated that the team would be present at a meeting with stakeholders and the Town after the Preliminary Design is provided to receive feedback for incorporation in the Final Design.
3. **Final Design:** The project team will submit a Final Design package including at a minimum the items listed in the RFP, for the Town and stakeholders to review. It is anticipated that the team would be present at a meeting with stakeholders and the Town after the Preliminary Design is provided to receive feedback for incorporation in the Final Design.
 - a. **Final Cost Estimate:** A Final Cost Estimate will be part of this submission so that the Town and stakeholders can have an understanding of the costs that will be incurred during construction and what the bids for construction may look like.
 - b. **Meeting:** It is anticipated that the team would be present at a meeting with stakeholders and the Town after to formally present the Final Design.



Design for Better Traffic Flow and Vehicle Pedestrian Interactions: It is apparent that there are a large number of different things occurring at the end of Beach Street often all at the same time:

- Pedestrians walking between Town and the Beach;
- Vehicles traveling to and from the Parking Lot;
- Pedestrians walking between the Beach, the Bath House and stores;
- Vehicles dropping people off at and picking people up from the Beach;
- Trolleys travelling to and from the Beach from the various stops on their route;

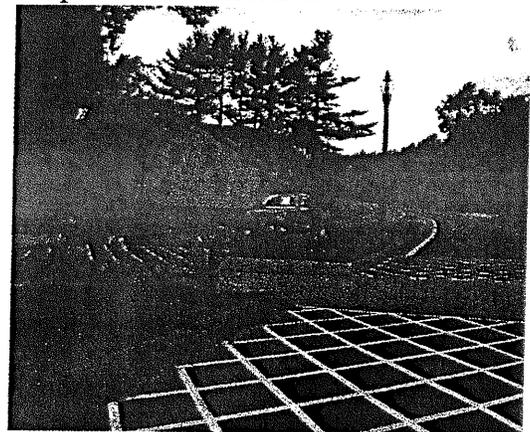


The design team is going to assess the current traffic pattern and physical attributes of the area to evaluate what type of improvements will yield the best results for the Town. Proposed improvements will involve the following or combinations listed below.

Streetscape Considerations: "Complete Streets": Streets are the public framework upon which land uses are organized and around which people's daily lives revolve. All streets cannot be all things to all users, but all users must be considered and accommodated in a safe and respectful fashion on all streets. This means more than simply providing a separate facility for each user but acknowledging the relationship between, as well as the needs of each user group. Complete Streets balance the priorities of each group within a hierarchy of street types and respects their diverse interests and needs. Complete Streets design should take into account not only travel space for each mode but also crosswalk treatments, connectivity, pedestrian comfort and safety, parking, emergency and service vehicle access and storm water management.

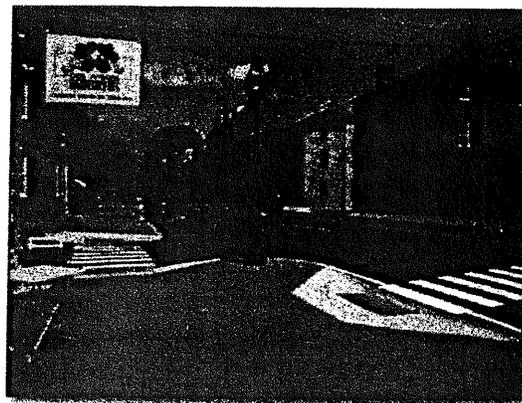
Below are a number of project goals the CLD Team has identified as important. It is anticipated that these goals and the actual project objectives will be further refined through input from Town staff, citizens, and stakeholders.

- Consider streetscape aesthetics especially at the beach drop-off area. Utilize design elements to enhance a sense of place.
- Evaluate circulation functionality to identify improvements to reduce congestion.
- Enhance pedestrian safety with special attention given to the highly congested beach area that currently has little to no vehicular/pedestrian separation other than painted demarcation.
- Evaluate pedestrian travel patterns to maximize connectivity.
- Examine passenger car, trolley, and service vehicle spatial needs and acceptable level of service requirements.
- View low impact design (LID) and sustainability as a foundation for design rather than an independent goal.
- Evaluate opportunities for alternative storm water management.
- Design for longevity and reduced maintenance. Whether pavement, street trees, or light fixtures, reduced maintenance and long life cycles equal sustainability and measurable value.



Urban Design and Landscape:

- Evaluate proposed design alternatives based on physical constraints or controls such as utilities, buildings and sensitive resources.
- Enhance vehicular and pedestrian safety by formalizing driveway curb cuts, constricting the roadway, and enhancing driver and pedestrian attention levels.
- Strategically locate roadway constrictions (bump-outs) to calm traffic.
- Coordinate the location of pedestrian crossings with bump outs to place greater importance on the pedestrian and reduce crossing distance.
- Improve streetscape aesthetics. Utilize design elements such as lighting, accent paving, site furnishings, amenities, and landscaping to create design continuity.
- Consider educational signage where appropriate to promote community heritage, environmental stewardship, etc.
- Make accommodations for bicyclists such as dedicated bike lanes and bike racks.
- Embrace barrier-free design and universal accessibility, and insist on the highest possible level of safety and comfort.
- Identify the optimal design and locale for on street parking spaces and parking spaces for persons with disabilities.
- Identify challenging maintenance issues that warrant special attention.



Traffic Calming: Calming measures can be categorized into volume control or speed control. Volume control targets minimizing volume or cut-through traffic through restricted turns, roadway closures or median barriers. Speed control measures include passive concepts that change a driver's perception of a corridor and active concepts that force a driver to physically alter their travel path and slow down. Design elements considered part of traffic calming include:

- Visual cues
- Pedestrian crossings
- Street design (road diet)

The ultimate goal of the design will be to provide the desired improvements, helping people get to and from the beach as efficiently as possible, while at the same time making the area inviting and attractive.



New Hampshire • Vermont • Maine

**Beach Stree Improvements
Ogunquit, Maine
Proposal Fee Summary**

Task	CLD	Ironwood	Task Total
1. Information Gathering and Assessment			\$ 14,020.00
Topographic and Right-of-Way Survey (incl'd wetland delineation)	\$ 12,400.00	-	\$ 12,400.00
Field Verification and Documentation	-	\$ 640.00	\$ 640.00
Review and Augmentation of Existing Conditions Plan	-	\$ 980.00	\$ 980.00
			\$ 13,410.00
2. Conceptual and Schematic Design (Preliminary Design)			
Kick-off Meeting to Review Project Analysis and Set Goals and Objectives	\$ 810.00	\$ 760.00	\$ 1,570.00
Conceptual Design and Plan Preparation	\$ 3,670.00	\$ 7,260.00	\$ 10,930.00
Meeting with Town and Stakeholders	\$ 590.00	\$ 320.00	\$ 910.00
			\$ 37,150.00
3. Final Design			
Prepare Full Construction Plans, Details, Technical Specifications and Estimate Permitting (Assumes NRPA Permit For One Outfall and a Dune Permit)	\$ 21,310.00	\$ 6,820.00	\$ 28,130.00
	\$ 9,020.00	-	\$ 9,020.00
			\$ 750.00
Direct Costs			
Travel and Per Diem	\$ 100.00	\$ 250.00	\$ 350.00
Plotting and Reprographics	\$ 200.00	\$ 200.00	\$ 400.00
			\$ 65,330.00

Total Project Fee

Included in All Tasks:

1. Collaboration and Coordination with Consultant Team and Town Staff
2. Track Progress Against Time-line and Budget

Not Included:

Construction Administration and Oversight. Construction Administration and Oversight can be added after the full scope of the project is decided. A likely time to decide what the extent of Construction Services need will be would be after Preliminary Design is finished.



BEACH GATEWAY OPPORTUNITIES

- Develop an efficient and safe drop-off area
- Screen or bury utilities and dumpsters
- Create opportunities for green space for stormwater and shade trees
- Develop a consistent site furnishing package including signage, litter receptacles, benches, bike racks, and lighting
- Incorporate bath house into pedestrian circulation
- Beautify the streetscape to create a more attractive frontage for adjacent businesses.

PARKING LOT OPPORTUNITIES

- Use green stormwater infrastructure management solutions where feasible
- Define pathways for improved pedestrian safety and beach access points
- Create opportunities for signage or updated payment systems that will improve parking efficiency.



Engineers ♦ Environmental Scientists ♦ Surveyors

January 24, 2017

Mark O'Brien
Acting Town Manager
Town of Ogunquit
PO Box 875
Ogunquit, ME 03907

Re: Engineering Services for Beach Street Improvements

Dear Mr. O'Brien:

CES, Inc. (CES) is pleased to provide this proposal for engineering and landscape architecture services for Beach Street improvements to the Town of Ogunquit (Town).

CES, Inc. has a 40 year history as a civil engineering firm and has grown into a professional, multi-disciplined, consulting company that offers a wide range of services from project conception to final construction. CES has the depth and breadth of experience with infrastructure to know what is possible to implement all utility and sidewalk/roadway aspects of the project and their likely cost. CES is currently providing engineering support in Northeast Harbor (Town of Mt. Desert) for a similar project, the Village Center Plan. We are teaming with Richardson & Associates Landscape Architects (RALA) on this project. RALA will provide input on several aspects of the design as listed in the scope of work presented in the Request for Proposals (RFP).

The staffs at CES and RALA have experience working with communities on various types of street improvement projects from utility infrastructure upgrades, streetscape beautification, and vehicular and pedestrian flow. Our team recently completed a Village Improvement Plan for the Town of Mt. Desert.

The following Work Plan is what we envision to be the necessary steps to accomplish the scope of work as outlined in the RFP.

WORK PLAN

Kick-off Meeting: This will be our initial project meeting with appropriate Town representatives and stakeholder to review the project goals and discuss the issues that the project design needs to address. At this time we will also finalize and contractual issues.



Site Survey: The next step in the process will be to perform a site topographic survey of the limits of the street right-of-way. The survey will include an approximate 50-foot corridor along the existing street as well as the turn-around area at the municipal beach parking lot. The topographic survey will locate visible site features include above ground utility infrastructure, buildings, and right-of-way monumentation within the limits of the survey area. Plans developed from the survey will be used as the basis of the design.

Preliminary Design: Based on the project discussions at the Kick-off meeting, we will prepare a preliminary design addressing the goals and issues of the project. The Preliminary Design will include a plan and profile of the road, typical cross section, and a preliminary construction cost estimate. We will coordinate with the appropriate utility providers to identify conflicts so that the design does not interfere with their infrastructure, or that proposed changes to their infrastructure can be made if required. The preliminary design documents will be provided to the Town for review and comment.

Preliminary Design Review Meeting: Once the appropriate Town representatives have had a chance to review the preliminary design documents we will meet with the Town to review said comments and discuss the final design changes for the project.

Final Design: Based on feedback from the Preliminary Design Review Meeting, we will prepare final design documents incorporating changes discussed. The Final Design will include plan and profile, typical cross section, street cross sections at 50 foot intervals, details, and notes. We will provide an updated construction cost estimate based on the Final Design. Final Design documents will be provided to the Town for review and comment. We anticipate that there may be minor revisions to the Final Design documents following Town review. These revisions will be incorporated in the Bid Documents.

Permitting: We anticipate that the proposed improvements will require a Natural Resource Protection Act (NRPA) Permit-By-Rule (PBR) application. Once the final design is complete we would prepare a NRPA PBR and submit the application to the Maine Department of Environmental Protection. No additional permitting is anticipated or included in this proposal.

Bid Documents: We will prepare final bid documents incorporating the minor revisions from the final design review. Bid documents will include plans and specifications with standard EJCDC contract documents.

COMPENSATION

CES proposes to provide the above scope of services for an estimated fee of \$48,000 as indicated on the attached Bid Form. CES prepared the projected cost estimate based on our understanding of your project and similar projects. These costs include all charges for labor, materials,

expenses, production, communication, and other cost necessary to perform the indicated service. Invoices for services will be issued monthly based on the attached Schedule of Charges for personnel for actual time expended, plus reimbursement of direct expenses incurred. Our estimated cost is based on the Work Plan described above. Additional meetings or tasks will be considered a change in scope. Any added scope will be discussed with you prior to performing the work.

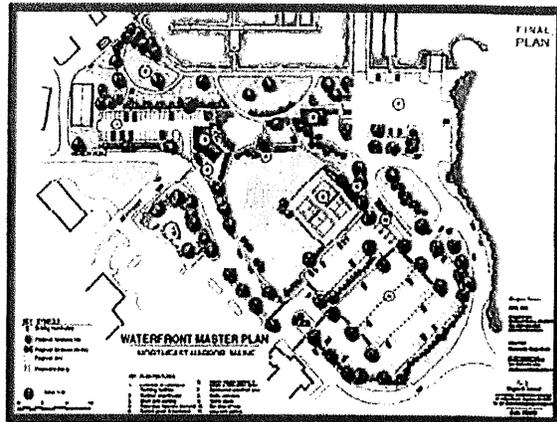
REPRESENTATIVE PROJECTS

Northeast Harbor Waterfront

Client: Town of Mt. Desert, PO Box 248, Northeast Harbor, ME 04662

Contact: Durlin Lunt, Town Manager, 207.276.5531

CES developed a master plan to meet future the working waterfront in Northeast Harbor exemplifies how multiple users can co-exist. The waterfront space is used by a significant year round commercial fishing fleet. It provides critical access for nearby island communities, ferry services, tour boat operations, and other commercial operations. The harbor itself is a significant draw for recreational boaters and tourists. Over time the demands placed on this site have exceeded the capacity of the current facilities and site layout. The Town of Mt. Desert retained the services of CES to assist with developing a master plan to meet the future needs of the Northeast Harbor Waterfront.



CES facilitated several discussions with the Town's Marine Management Committee and other stakeholders to identify several areas of concern. These concerns included the aging Harbor Master building, commercial fishing access, vehicular circulation and bus traffic, public restrooms, mariners facilities, and the green space available along the waterfront. In order to adequately address the Town's goals and objectives, the CES design team developed several conceptual alternatives for development of the waterfront. The plans illustrated different program options and/or arrangements for green space, parking, public buildings, and traffic circulation.

The project team assisted the Town with developing cost estimates for comparison and financial planning, and developed a phasing scheme to help the Town achieve its overall goals over a

longer construction process. CES prepared final design plans and assisted the Town through the construction process. The project was successfully completed in 2012.

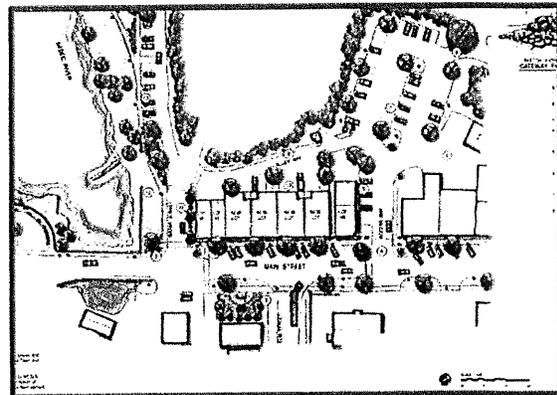
CES is currently providing engineering support to the Northeast Harbor Village Center Plan, the purpose of which is to provide a plan to improve the appearance, functionality, and vitality the Village Center.

Safe Streets Project & Downtown Revitalization

Client: Town of Milo, PO Box 218, Milo, ME 04463

Contact: Town Manager, 207.943.2202

A vibrant and successful downtown can help foster local job growth and create a sense of place that attracts people to locally owned shops and businesses and leads to sustainability in a community. CES engineers worked with the Town of Milo for several years to develop and implement a variety of downtown improvement projects. These ranged from historic preservation of an old church building to waterfront park redevelopment. Most recently, CES worked with the Town to develop a pedestrian safety and streetscape improvement plan called the "Milo Safe Streets Project".



For this project CES engineers took the lead in design, bid document generation, and administration of several sources of federal and state funding on behalf of the Town. The design elements of the project included new sidewalks, enhanced streetscape features, new pedestrian scale lighting, new cross walks, pedestrian safety elements, and street trees. One of the most challenging aspects of this project was the redesign of a busy three way intersection to promote pedestrian safety yet maintain the proper turning radius for large trucks and buses. Throughout the project CES engineers worked closely with MaineDOT through the Local Project Administrator program for consistency and coordination with other MaineDOT projects already planned for the area. This led to the ability to bid the project with other MaineDOT work to help save costs.

Veteran's Memorial Park

Client: Town of Milo, PO Box 218, Milo, ME 04463
Contact: 207.943.2202

CES was hired by the Town of Milo to assist with the design of Veteran's Memorial Park. The project consisted of new parking areas, improvements to the existing boat launch on the Sebec River, a new ADA walking path along the river, and landscaping improvements. CES provided survey and design services for the proposed park for improvements that were within the budget established by the Town. When a final plan was agreed to by all interested parties, CES developed contract documents meeting the requirements of the various funding sources and assisted the Town with the bidding process.

Some of the project highlights included: design of new parking areas, improvements to existing boat launch, new ADA walking path, and landscaping improvements; survey services; permitting services; construction oversight; and developed contract documents and assisted Town with bidding process.



IMPLEMENTATION

Based on discussions at the site walk, it is our understanding that the bid documents must be complete by the end of May 2017. We are prepared to begin work within one week of receiving written authorization to proceed. Our estimated fee is based on limited snow cover at the time of survey. In order to meet the timeframe established by the Town, it will be very important to have the survey done as soon as possible. Excessive snow and/or ice cover can hinder the accuracy of the topographic survey and require additional time to locate site features.

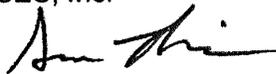
AUTHORIZATION

If this proposal is acceptable to you, please sign in the approval block and return a signed copy for our files. CES is prepared to initiate work on this project upon receipt of a signed copy of this proposal. Out of scope services will not be performed without your prior written approval.

Furthermore, your authorization will signify your acceptance of the attached Terms and Conditions.

If you have any questions concerning this proposal or if additional services are needed, please contact either of the undersigned at (207) 989-4824. We appreciate this opportunity to be of service to you.

Sincerely,
CES, Inc.



Sean M. Thies, PE
Senior Project Manager



Travis Noyes, PE
Principal-in-Charge

SMT/TEN/jlp
Enc.

Acceptance and Authorization to Proceed
on behalf of "Town of Ogunquit":

Acting Town Manager

Signature: *Mark O'Brien* Billing Address: PO Box 875

Printed Name: Mark O'Brien City/State/ZIP: Ogunquit, ME

Date: 3-1-2017 Email (Optional): _____

Phone: 207-646-5139 Fax: _____

CES, Inc.
Professional Services Terms and Conditions

1. General

These Professional Services Terms and Conditions, together with the attached proposal and Schedule of Charges, collectively constitute the "Agreement" as that term is used herein between CES, Inc. ("Consultant") and the entity or person to whom the proposal is addressed ("Client") to perform basic Services. The Schedule of Charges may be omitted for lump sum type Agreements.

2. Services

The Consultant agrees to perform the services ("Services") for Client described in the proposal to which these Professional Services Terms and Conditions are attached. Consultant will initiate the Services after receipt of Client's approved and accepted Proposal(s). All Proposals (written or otherwise) are acknowledged to be incorporated into and made a part of the Agreement. It is understood and agreed by the parties that certain conditions or emergencies may arise in which it is to the mutual benefit of the parties that the Consultant initiate Services not identified in the Agreement but which are based upon verbal authorization provided by Client. In such cases, Consultant agrees to commence such verbally authorized Services and Client agrees to compensate Consultant accordingly. All Services verbally authorized by Client in this manner will be governed by the terms of the Agreement. Responding to, or complying with, subpoenas, depositions, testimony, or document retrieval related to the Services will be considered "litigation response" and shall be part of the Services provided that such litigation is unrelated to Consultant's indemnity hereunder.

3. Additional Services

All Services that are not specifically included in, or reasonably inferred to be included in, the Services will be considered Additional Services. Upon request of Client or discovery by Consultant of changed, or latent, or previously undisclosed conditions affecting the cost and/or scope of the Services, Consultant will prepare a written proposal for such Additional Services which, upon written acceptance of Client, will be considered a change order ("Change Order") under this Agreement. All Additional Services verbally authorized by Client will be governed by the terms of this Agreement.

4. Compensation for Services

Client agrees to compensate Consultant in accordance with the Proposal which may be on a lump sum, fixed unit, or time and materials basis depending upon the nature of the Services and the information reasonably available to Consultant at the time the Proposal is prepared. Except for lump sum pricing, Consultant's proposed price is its reasonable best estimate of the cost to perform the Services based upon information generally available to Consultant at the time the Proposal is prepared. It is understood, however, that circumstances or conditions may arise during the performance of the Services that affect the project price which could not have reasonably been expected or foreseen despite the exercise of due care. As such, the "not-to-exceed" price in other than a lump sum Proposal is not intended to be a firm price. Consultant will notify Client in the event that Consultant anticipates the actual project cost will exceed its time and materials estimate. Thereafter the parties shall enter into a mutually acceptable Change Order. For verbally authorized Services or litigation response Services as described above, Client agrees to compensate Consultant at its then current rates for similar Services. Consultant may adjust its hourly rates at the beginning of each calendar year. Consultant will not raise its rates for any project in-progress prior to notice.

5. Schedules, Budgets, and Estimates or Opinions of Cost

Any schedules or completion dates, budgets, or estimates of cost prepared by Consultant represent Consultant's professional judgment based on its experience and available information. Since neither Consultant nor Client has control over the cost of labor, materials, or equipment, or contractor's methods of determining prices, or over competitive bidding or market conditions, Consultant cannot and does not warrant or represent that actual schedules, budgets or completion dates or actual costs will not vary from schedules or completion dates, budgets, or estimates of cost prepared by Consultant or proposed, established, or approved by Client.

6. Invoices and Payment Terms

Invoices will generally be submitted monthly. Lump sum will be billed as percentage complete during the billing period. In order to facilitate prompt payment to

lower-tier subcontractors or vendors, Consultant may submit invoices to Client on an interim basis for such outside expenses exceeding \$10,000. Payment in full is due upon receipt of Consultant's invoice. If client objects to all or any portion of the invoice, Client will notify Consultant within five (5) business days from the date of receipt of invoice and shall promptly pay the undisputed portion of the invoice. The parties will immediately make every effort to settle the disputed portion of the invoice. Interest at the rate of one and one-half (1.5) percent per month will be applied to the outstanding balance for accounts not paid within thirty (30) calendar days from the billing date. Invoices in other than Consultant's standard format or supported documentation for any invoice will be provided at Client's written request. In the event that Consultant must engage counsel to attempt to recover overdue payments, Client will reimburse Consultant for all reasonable attorney's fees and court costs.

7. Suspension and Termination of Contract

Client may terminate this Agreement with seven (7) days prior written notice to Consultant for convenience or cause. Consultant may terminate this Agreement for cause with seven (7) days prior written notice to Client. Failure of Client to make payments when due shall be cause for suspension of Services or, ultimately, termination, unless and until Consultant has been paid in full all amounts due for Services, expenses and other related charges.

8. Term

This Agreement will terminate upon completion of the Services. Notwithstanding the foregoing, Client or Consultant may terminate this Agreement in accordance with the section of this Agreement entitled Suspension and Termination of Services. Client's obligation to compensate Consultant for any litigation response services shall survive termination of the Agreement as described in this paragraph.

9. Standard of Care

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

10. Construction Phase Services

If this Agreement provides for any construction phase Services by Consultant, it is understood that the Contractor (the entity hired by the Client to perform the construction), not Consultant, is responsible for the construction of the project, and that Consultant is not responsible for the acts or omissions of any contractor, subcontractor or material supplier; for safety precautions, programs or enforcement; or for construction means, methods, techniques, sequences and procedures employed by the Contractor.

11. Indemnification

To the fullest extent permitted by law, Client and Consultant each agree to indemnify the other party and the other party's officers, directors, partners, employees, and representatives, from and against losses, damages, and judgments arising from claims by third parties, including reasonable attorneys' fees, and expenses recoverable under applicable law, but only to the extent they are found to be caused by a negligent act, error, or omission of the indemnifying party or any of the indemnifying party's officers, directors, members, partners, agents, employees, or subconsultants in the performance of Services under this Agreement. If claims, losses, damages, and judgments are found to be caused by the joint or concurrent negligence of Client and Consultant, they shall be borne by each party in proportion to its negligence.

12. Insurance

Consultant shall obtain and maintain a policy of professional liability insurance (with prior acts coverage sufficient to cover the Services performed under this Agreement) with policy limits in the amount of not less than \$3,000,000 each occurrence / \$3,000,000 aggregate. Such insurance will be renewed so as to provide continuous coverage during the term of this Agreement and for a period of at least twelve (12) months following the completion of Consultant's professional Services under the Agreement. Coverage shall not be canceled or reduced in limits by endorsement until at least 30 days prior written notice is given to Client or cancelled for nonpayment of premium until at least 10 days prior written notice is given to Client.

Consultant shall also obtain and maintain the following insurance policies and minimum limits: a) Workers' Compensation Insurance - Statutory; b) Commercial General Liability insurance - \$1,000,000 each occurrence / \$2,000,000 aggregate; and c) Automobile

Liability - \$1,000,000 combined single limit. Consultant will promptly notify Client if, during the terms of this Agreement, insurance of these types and limits become commercially unavailable to Consultant's industry at a reasonable price through consideration fault of Consultant. In such circumstances, the parties will endeavor to negotiate a mutually acceptable resolution in good faith.

13. Limitation of Liability

To the fullest extent permitted by law, Client agrees that the total liability, in the aggregate, of Consultant and Consultant's officers, directors, members, partners, agents, employees, and subconsultants, to the Client, its subsidiary and/or affiliated companies and their respective officers, directors, employees, agents and anyone claiming by, through, or under Client for any and all injuries, claims, losses, expenses, or damages whatsoever arising out of, resulting from or in any way relating to Consultants' Services, this Agreement or any Addenda, from any cause or causes, shall be limited to \$50,000 or the total amount of compensation received by Consultant, whichever is greater.

14. Confidentiality

Consultant shall maintain the confidentiality of the project information including but not limited to the nature of the project, the location of any sites under consideration or selected sites, together with any other information supplied to Consultant by Client and designated by Client to be confidential or proprietary, except (1) when such confidential information becomes generally known to the public through no fault of Consultant or (2) when disclosure is required pursuant to applicable governmental regulations or by order of a court of competent jurisdiction.

15. Intellectual Property/Ownership of Documents

All documents prepared or furnished by Consultant pursuant to this Agreement are instruments of Consultant's professional Services, and Consultant shall retain an ownership and property interest therein. Consultant grants Client a license to use instruments of Consultant's professional Services for the purpose of constructing, occupying, and maintaining the project. Reuse or modification of any such documents by Client, without Consultant's written permission, shall be at Client's sole risk and Client agrees to indemnify and hold Consultant harmless from all claims, damages, and expenses, including attorney's

fees, arising out of such reuse by Client or by others acting through Client.

16. Use of Electronic Media

Copies of documents that may be relied upon by Client are limited to the printed copies (also known as hard copies) that are signed or sealed by Consultant. Files in electronic media format or text, data, graphic or other types that are furnished by Consultant to Client are only for convenience of Client. Any conclusion or information obtained or derived from such electronic files will be at the user's sole risk. When transferring documents in electronic media format, Consultant makes no representations as to long term compatibility, usability, or readability of documents resulting from the use of software application packages, operating systems or computer hardware differing from those in use by Consultant at the beginning of this assignment.

17. Record Retention

Consultant will maintain a copy of all final Reports for a period of five years after the date of completion of Services. Upon Client's written request, Consultant will forward such records to Client at the expiration of this retention period, the cost of which Client agrees to bear. If no such written request is received, Consultant shall be entitled to dispose of these records.

18. Force Majeure

Consultant shall not be deemed in default of this Agreement to the extent that any delay or failure in the performance of Consultant's obligation results from any cause beyond its reasonable control and without its negligence.

19. Dispute Resolution

Client and Consultant agree that they shall first submit any and all unsettled claims, counterclaims, disputes, and other matters in question between them, arising out of or relating to this Agreement to mediation in accordance with the Construction Industry Mediation Rules of the American Arbitration Association effective as of the date of this Agreement. Consultant's ability to pursue payment as described in paragraph 6. is not subject to this paragraph.

20. No Third Party Beneficiaries

Nothing contained in this Agreement shall be construed to create, impose, or give rise to any duty owed by Client or Consultant to any other individual or entity. Consultant's Services under this Agreement are for the sole use and benefit of Client and may not

be used or relied upon by any other individual or entity without the express written approval of Client and Consultant.

21. Assignment

Neither Consultant nor Client may delegate, assign, sublet or transfer its duties or interest in the Agreement without written consent of the other party.

22. Subcontracts

Consultant may engage suitably trained and skilled persons or firms, including, without limitation, any affiliate of Consultant, to perform any part of the Services. Nothing herein, however, will relieve Consultant from its duties and obligations as set forth herein.

23. Notices

All notices authorized or required between the Client and the Consultant, or required by any of the provisions herein, shall be given in writing and shall be sent by certified mail, return receipt requested, postage prepaid, and address to the intended party. Notices sent in this manner shall be deemed given seven business days after mailed. Notices may also be given by personal delivery, sent via a nationally recognized overnight carrier, or sent by facsimile, and shall be deemed given when delivered (if by personal delivery or overnight courier) or when faxed.

24. Precedence

These Professional Services 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.

25. Severability

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

26. Legal Action

All legal actions by either party against the other for any cause or causes, including, but not limited to, breach of the Agreement, negligence, misrepresentations, breach of warranty or failure to perform in accordance with the standard of care,

however denominated, shall be barred two years from the day after completion of Services. In the event that Client institutes a suit against Consultant, and if such suit is not successfully prosecuted, or if it is dismissed, or if a verdict is rendered in favor of Consultant, Client agrees to pay Consultant any and all costs of defense, including attorneys' fees, expert witnesses' fees, and court costs and any and all other expenses of defense which may be reasonably necessary, immediately following dismissal of the case or immediately upon judgment being rendered in favor of Consultant.

27. Governing Law

This Agreement shall be governed and construed in accordance with the laws of the State of Maine.

28. Public Responsibility

Client acknowledges that Client or the site owner, as the case may be, is now and shall remain in control of the site for all purposes at all times. Except as required by law or regulation, Consultant will not report to any federal state, county or local public agencies having jurisdiction over the subject matter, any conditions existing at the site that may present a danger to public health, safety, or the environment. Client agrees to notify each federal, state, county, and local public agency, as they each may require, of the existence of any condition at the site that may present a potential danger to public health, safety, or the environment.

29. Survival

Paragraphs (limitation of liability, the indemnification, dispute resolution, and the scope of Services) shall survive the completion of the Services under this Agreement and the termination of this Agreement for any cause.

30. Right of Entry

Client grants Consultant, and, if the project site is not owned by Client, warrants that permission has been granted for, a right of entry from time to time by Consultant, its employees, agents, and subcontractors, upon the project site for the purpose of providing Services. While Consultant will take all reasonable precautions to minimize damage to any property entered upon in pursuit of project functions, it is understood by Client that in the normal course of the work some damage may occur, the correction of which is not part of this Agreement. If Consultant is required to restore the land to its former condition, this will be accomplished and the cost will be added to Consultant's fee.

31. Safety

Consultant will perform its Services in a safe manner and use reasonable care to comply with all State and Federal OSHA regulations, Consultant's Health & Safety Plan which may be developed in connection with the Services, or other written safety rules or regulations provided to Consultant by Client. Consultant's safety responsibilities, however, are limited solely to the activities of Consultant, its employees, and subcontractors. Neither the professional activities nor the presence of Consultant or its employees or subcontractors will be deemed to control the operations of any others.

32. Entire Agreement

These Professional Services Terms and Conditions, Proposals and any addenda thereto (the "Agreement") constitute the entire agreement between Client and Consultant and supersede all prior or contemporaneous communications, representation, or agreements, whether oral or written, with respect to the subject matter, and has been induced by no representations, statements, or agreements other than those herein expressed. This Agreement may be executed on one or more counterparts, each of which shall be deemed an original, and all of which together shall constitute one and the same Agreement.

1. Site Access

Client grants Consultant, and, if the project site is not owned by Client, warrants that permission has been granted for, a right of entry from time to time by Consultant, its employees, agents, and subcontractors, upon the project site for the purpose of providing Services. While Consultant will take all reasonable precautions to minimize damage to any property entered upon in pursuit of project functions, it is understood by Client that in the normal course of the work some damage may occur, the correction of which is not part of this Agreement. If Consultant is required to restore the land to its former condition, this will be accomplished and the cost will be added to Consultant's fee.

2. Utilities and Subsurface Conditions

Consultant may rely on information regarding utilities and subsurface condition provided by Client or others. Consultant will have no liability for losses or damages of any kind related in any way to utilities and/or subsurface structures which were incorrectly marked or identified on maps, plans, specifications or other documents furnished to Consultant by Client, any third party and/or the property owner. It is understood that subsurface conditions may differ from those which may be expected based upon Consultant's discovery or general observations regarding the geological conditions of the project site. In the event that Consultant encounters differing subsurface conditions, Consultant will notify Client. Consultant assumes no risk or liability with respect to unforeseen conditions.

3. Samples

Consultant may discard all soil, rock, water, asbestos, and other samples sixty (60) calendar days after receipt of sample or at the expiration of the holding time of the test method employed, whichever is longer. Client may request, in writing, that any such samples be retained beyond such date, and in such case Consultant will store such samples at Client's expense.

4. Environmental Testing

Client agrees that if Consultant has been engaged for the purposes of conducting air or other environmental media testing services that Consultant is not liable in the event Client fails to pass such tests. Client, therefore, agrees to remit payment in accordance with the terms of this Agreement irrespective of the test results.

5. Asbestos and Mold Investigations

Client acknowledges the act of sampling suspect asbestos-containing materials or mold may affect, alter, or damage mechanical equipment and/or building components at, in, or upon the site. Consultant shall exercise due care when sampling but will not be liable for any effect, alteration or damage arising out of the act of sampling. Consultant will exercise reasonable efforts to limit damage to the site. The cost of restoration of the site because of any such damage has not been calculated or included in Consultant's fee.

6. Hazardous Substances

The Client warrants that the Client has informed the Consultant of any hazardous substances which may be present if the Client has knowledge or has any reason to assume or suspect that hazardous substances may be present at the project site. If during the course of performing the Services hazardous substances are encountered, Consultant retains the right to suspend work immediately

7. Subsurface Risks

Client recognizes that special risks occur whenever engineering or related disciplines are applied to identify subsurface conditions. Even a comprehensive sampling and testing program, implemented with appropriate equipment and experienced personnel under the direction of a trained professional who functions in accordance with a professional standard of practice, may fail to detect certain hidden conditions. Environmental, geological, and geotechnical conditions that Consultant may infer to exist between sampling points may differ significantly from those that actually exist. The passage of time also must be considered, and Client recognizes that due to natural occurrences or direct or indirect human intervention at or near the site, actual conditions may quickly change. Client realizes that these risks cannot be eliminated altogether, but certain techniques can be applied to reduce them to a level that may be tolerable. The Services included in this Agreement are those which Client agreed to or selected, consistent with Client's risk preferences and other considerations.

8. Disposing of Hazardous Waste

It is acknowledged by both parties that Consultant's scope of Services includes acting as the agent of the Client for the purpose of authorizing the transport of

materials responsible for a Hazardous Environmental Condition. Client acknowledges that Consultant is performing such activities as a professional Service for Client and that Consultant is not, and shall not be required to become, an "arranger", "operator", "generator", or "transporter" of hazardous substances, as defined in the Comprehensive Environmental Response, Compensation, and Liability Act of 1990 (CERCLA). To the fullest extent permitted by law, the Client shall defend, indemnify, and hold Consultant harmless from and against all claims, costs, losses, and damages (including but not limited to all fees and charges of other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to this project, the Remediation or the site, except to the extent that such claims, costs, losses, or damages result from the sole negligence of the Consultant in performing this function.



New Business

**WARRANT AND NOTICE OF ELECTION CALLING WELLS-OGUNQUIT COMMUNITY
SCHOOL DISTRICT #18 BUDGET VALIDATION REFERENDUM**

To: Diane Norton, resident of Wells-Ogunquit Community School District #18 comprised of the following municipalities: Wells and Ogunquit.

In the name of the State of Maine, you are hereby ordered to serve upon the municipal clerks of each of the municipalities within the Wells-Ogunquit Community School District #18, namely the Towns of Wells and Ogunquit, an attested copy of this warrant and notice of election. Service shall be in hand within three (3) days of the date of this warrant and notice of election. The municipal clerks of the above municipalities shall immediately notify the respective municipal officers, who shall post the following warrant and notice of election:

**TOWN OF OGUNQUIT
DISTRICT BUDGET VALIDATION REFERENDUM
WARRANT AND NOTICE OF ELECTION**

York County, ss.

State of Maine

To: Sharma Damren, resident of Ogunquit: You are hereby required in the name of the State of Maine to notify the voters of this municipality of the election in this warrant and notice of election.

TO THE VOTERS OF OGUNQUIT:

You are hereby notified that a District budget validation referendum election will be held at the Judson Dunaway Center, 23 School Street, in the Town of Ogunquit on Tuesday, June 13, 2017 for the purpose of determining the following question:

Question 1: Do you favor approving the Wells-Ogunquit Community School District #18 budget for the upcoming school year that was adopted at the latest district budget meeting?

The voting on Question 1 shall be by secret ballot referendum.

The polls will be opened at 8:00 a.m. and closed at 8:00 p.m.

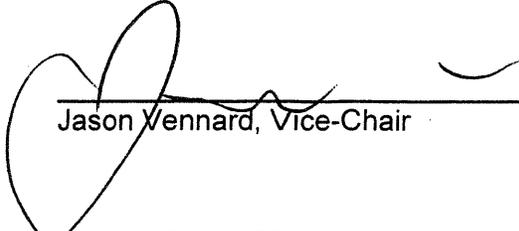
The Registrar of Voters shall hold office hours while the polls are open to correct any error in or change a name or address on the voting list; to accept the registration of any person eligible to vote and to accept any new enrollments.

A person who is not registered as a voter may not vote in any election.

Given under our hand this 3rd day May, 2017 at Wells, Maine



Helena Ackerson, Chair



Jason Vennard, Vice-Chair



Karen MacNeill



Leslie LaFond

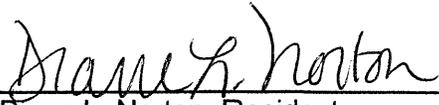


Miranda Pollard

Boriana Dolliver

A majority of the School Committee of the Wells-Ogunquit Community School District #18.

A true copy of the Warrant and Notice of Election, attest:



Diane L. Norton, Resident
Wells-Ogunquit Community School District

Countersigned this _____ day of _____, 2017 at Ogunquit, Maine

A majority of the municipal officers of the Town of Ogunquit.

A true copy of the Warrant and Notice of Election, attest:

Christine Murphy, Town Clerk
Town of Ogunquit

WELLS-OGUNQUIT COMMUNITY SCHOOL DISTRICT
BUDGET VALIDATION REFERENDUM
JUNE 13, 2017

RETURN

York County, ss.

State of Maine

To: The School Committee of Wells-Ogunquit Community School District No. 18

Date: May 4, 2017

Pursuant to the within warrant and notice of election, directed to me, I have served in hand upon the municipal clerk of the Town of Ogunquit, an attested copy of this warrant and notice of election, directing the municipal officers of said municipality to call a Wells-Ogunquit Community School District No. 18 budget validation referendum at said time and place and for the purposes therein stated.



Diane Norton, Resident of
Wells-Ogunquit Community School District No. 18

RETURN

York County, ss.

State of Maine

To: The municipal officers of the Town of Ogunquit

I certify that I have notified the voters of the Town of Ogunquit of the time and place of the Wells-Ogunquit Community School District No. 18 budget validation referendum by posting an attested copy of the within warrant and notice of election as follows:

Date:

Time:

Location of Posting:

Ogunquit Town Office

Ogunquit Post Office

Ogunquit Transfer Station

Town of Ogunquit Website

being public and conspicuous places in said municipality and being at least seven days next prior to election day.

Dated at Ogunquit, Maine: _____, 2017

Sharma Damren, Resident
Town of Ogunquit, Maine