Board of Selectmen

Steven C. Lewis, Chairman Dale C. Harmon, Vice Chairman Kristina Ford Mike Tomacelli Desiree Scorcia

Town Manager

Daniel Bryer



Town of Boothbay Board of Selectmen Meeting Wednesday, December 11th, 2019 7:00 PM Agenda

- 1. Pledge of Allegiance
- 2. Public Hearing
- 3. Public Comment
- 4. Approve Minutes- November 13th, 2019
- Reports- Town Office Reports

BOS Action Items

- 1. The landscaping around rte. 27 Dormant
- 2. The Common project- Complete
- 3. The Umaine Aqua Ventus project Dormant
- 4. Potential grant for electric vehicle charging station- Ongoing

Pending BOS Action Items

- 1. Broadband-Ongoing
- 2. The housing group is continuing to discuss availability of land or subdivisions near municipal water and sewer for the analysis of affordable, workforce, and elder housing options. Ongoing
- 3. BOS Meeting with Board Trustees- Ongoing
- Old Business-
- 7. New Business- 1. Affinity Lighting re: LED conversion of existing street lights
 - 2. Pole permit request- Pension Ridge/Bryers Neck Road
 - 3. Authorize the Town Manager to execute an easement deed to the State of Maine (acting by and through MDOT) and the Municipal/State Agreement between the Town and MDOT relating to Route 27 highway improvements.

<u>Board of Selectmen</u> Steven C. Lewis, Chairman Dale C. Harmon, Vice Chairman Kristina Ford Mike Tomacelli Desiree Scorcia

Town Manager Daniel Bryer



Town of Boothbay Board of Selectmen Meeting Wednesday, December 11th, 2019 7:00 PM Agenda

- 8. **Public Comment**
- 9. **Review Warrants**
- **Adjourn Meeting** 10.

Board of Selectmen

Steven Lewis – Chairman
Dale Harmon – Vice Chairman
Kristina Ford
Michael Tomacelli
Desiree Scorcia

Town Manager Daniel Bryer Jr.



Town of Boothbay Board of Selectmen Meeting Wednesday, November 13, 2019 7:00 PM MINUTES

Present: Steven Lewis, Michael Tomacelli, Desiree Scorcia, Town Manager Dan Bryer

Pledge of Allegiance:

Public Hearing: Shannon Schmelzer, dba Shannon Unshelled, for a new mobile food service license. This is chance for any concerns to be voiced but this is based on town manager approval.

Public Comment: no comment.

Approve Minutes Table the approval of minutes to the next meeting.

Reports:

Old Business:

New Business

- 1. Lincoln Health
 - Jim Donovan presented to the BOS on the second annual tour of select boards of Lincoln County. They are currently the largest health care and largest employer in Lincoln County. An update was provided on some new things that are happening at Lincoln Health such as a recently added Ear, Nose and Throat doctor (mostly for children) and the return of an oncologist on campus. Lincoln Health currently employs 80 employees with a Boothbay address.
- 2. Special Event Request- Cameron Clan Snack Company LLC, 798 Wiscasset Rd. Map R7 Lot 15A
 - Desiree disclosed that Lester is her husband but she has no conflicts because there
 is no financial stake at hand. Other members had no issues and agreed that she
 would be fine to vote.
 - They would like to be one of the businesses to be added to the Boothbay Lights programming next year, but would like to use this year for a test run. This would

- run from November 21, 2019 January 1, 2020. This would run mainly from Thursday-Sunday from 3:00-10:00 pm. Currently there would be about 5 vendors in the area. A better plan could be in place for next year once this year's trial run is complete.
- Motion made by Steve Lewis to designate 798 Wiscasset Rd as a place for a special event from November 21, 2019 to December 31, 2019 from 3:00-10:00 pm from Thursday to Sunday Nights. Mike Tomacelli seconded the motion. Vote: 3-0 in favor.

Public Comment: no comment

Review Warrants and sign: Mike Tomacelli made a motion to review the warrants and sign them and seconded by Desiree Scorcia the motion. Vote: 3-0 in favor.

Motion made by Mike Tomacelli to go into executive session **Title 1 M.R.S.A. 405 (6) (A)** for personnel matter and seconded by Desiree Scorcia.

Adjourn meeting: At made a motion to adjourn the meeting and seconded the motion. Vote: 3-0 in favor.



CENTRAL MAINE POWER COMPANY - Leader Sheet

) plus leader sheet, is being sent
Fax: <u>633-6620</u>
Fax: 629 4752
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Form 4501 2k	14 Nottseation 10300609813
O .	CENTRAL MAINE POWER COMPANY Work Order: 801000256448
	APPLICATION FOR POLE LOCATION OR UNDERGROUND LOCATION
	In the City/Town of: Boolhbay Maine
To the:	City Town
	[X] County of: Lincoln Maine
	ET
E	Central Maine Power hereby applies for permission to:
	Construct and maintain poles together with altached facilities and appurtenances upon, along or across certain attects and highways in said City/Town as described below.
	Construct and maintain buried orbies, conduits, manholes and handholes, together with wire and cables, transformers, cutouts, and other equipment therein, under, along, and across certain streets and highways in said City/Town as described below.
[X]	Central Maine Power Company and Consolldated Communications Inc.
	jointly apply for permission to construct and maintain poles logether with attached facilities and appurtenances upon, along or across certain streets and highways in said City/Town as described below.
	1. Starting Point: CMP pole 020
	Road (State & CMP): Pension Ridge Road (Town) / Bryers Neck Road (CMP)
	3. Direction: Northerly
	4. Distance: 200 feet
	5. Number of Poles: 1
	Overhead twires shall have a minimum clearance of 18 feet over the public highway and be constructed to conform with the requirements of the National Bleetric Safety Code.
-	Burled cable facilities shall be placed at a minimum depth of 36 inches under payement and 30 inches elsewhere and be constructed to conform with the requirements of the National Bleetric Safety Code.
with the St	n, firm, or corporation to be adversely affected by this proposed location shall file a written objection ale Department of Transportation, City, Town or County stating the cause of said objection within 4) days after the publication of this notice or ninety (90) days after installation of facilities without
	Public Notice of this application has been Winot Published given by publishing the text of the same
:	In:
(On:
CEN	TRAL MAINB POWER COMPANY Consolidated Communications Inc.
By: Frank Newell	Date: Sep 17, 2019 By: 27 Date: 9/9/2019
. [Date: Sep 17, 2019 By:

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CENTRAL MAINE POWER COMPANY SKETCH TO ACCOMPANY APPLICATION FOR POLE OR UNDERGROUND LOCATIONS

Notifications 10900809813 Work Order: 801000256446 Page

Boolhbay Date: Sep 17, 2019

City / Town; Street: Pension Ridge Road (Town) / Bryers N By: Frank Newell

Facilities to consist of wood poles and appurtonances with a minimum clearance of whre and cables not less than 21 feet over the public highway, and/or underground facilities to consist of buried cables, condults, transformers and manholes for operation at 7200 volts to ground single phase. Construction to be suitable for future operation at a voltage not to exceed 22KV to ground single phase. Right-of-way limits indicated are based on the best field information available. Poles/ Pads are staked. For further information call: Frank Newell at Central Maine Power

Company tel: 450-7356 . Pole/Pad spans shown are approximate. OJO

		,	*

Attest: Clerk Notification:

10300609813

Work Order: 801000266448

LOCATION PERMIT Upon the Application of Contor Maine Power Company and Consolidated Communications Inc. dated | Sep 17, 2019 , asking for permission, in accordance with law, to construct and maintain poles, buried cables, conduits, and transformers, together with attached facilities and appurtenances over, under, along or across certain highways and public roads in the location described in said application, permission is hereby given to construct, reconstruct, maintain and relocate in anostantially the same location, said facilities and appartenances in the City / Town of Boothbay approximately located as follows: 1. Starting Point: CMP pole 020 2. Road (State & CMP): Pension Ridge Road (Town) / Bryers Neck Road (CMP) 3. Direction: Northerly 4. Distance: feet 200 5. Number of Poles: Rapilities shall consist of wood poles and appurtenances with a minimum of wire and cable not less than 18 foot over the public highway and/or buried cables or conduit and appurtenances placed a minimum depth of 36 Inches under pavement and 30 hackes elsewhere, all in a manner conforming to the National Electric Safety Code, By: By: By:_ By:_ By:_ Municipal Officers Office of the Received and Recorded in Book , Pago ,

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	. 4	4.

EASEMENTS FOR HIGHWAY PURPOSES

KNOW ALL PERSONS BY THESE PRESENTS that the INHABITANTS OF THE TOWN OF BOOTHBAY, a municipal corporation and body politic with its principal offices at 7 Corey Lane, Boothbay, Maine, 04537 grants unto the STATE OF MAINE, acting by and through its Department of Transportation, whose mailing address is 16 State House Station, Augusta, Maine, 04333-0016, the following highway easements being shown as Parcel Nos. 24-1, 24-2, 24-3 and 24-4 on a Right of Way Plan of Route 27 Corridor Improvements prepared for the Town of Boothbay by Sebago Technics referencing W.I.N. 021934.02 and on file in the office of the Maine Department of Transportation at Augusta, File No. 8-187 to be recorded in the Lincoln County Registry of Deeds, described as follows:

The perpetual right to enter, construct, repair, reconstruct, operate, maintain and protect, in all manner necessary, a public way in, over, under and upon the land now or formerly of the Inhabitants of the Town of Boothbay, including the right to install and maintain all utilities (electrical, telephone, water, sewer, etc.) provided by law, located within the following described boundaries in Boothbay, Lincoln County, Maine:

Parcel No. 24-1

Beginning at a point in the present northeasterly line of State Highway "20" (Route 27) at its intersection with the present northwesterly line of Common Drive, said point being about forty-four (44) feet northeasterly from and as measured along a line normal to the State Highway "20" (Route 27) Base Line at about Sta. 5005+81;

Thence northwesterly along the present northeasterly line of State Highway "20" (Route 27), about fifty-four (54) feet to a point about forty (40) feet northeasterly from and as measured along a line normal to the State Highway "20" (Route 27) Base Line at Sta. 5006+35;

Thence southeasterly by a direct course, about eighty-one (81) feet to a point in the present northwesterly line of Common Drive, said point being about twenty-two (22) feet northwesterly from and as measured along a line normal to the Common Drive Base Line at Sta. 7000+94;

Thence southwesterly along the present northwesterly line of Common Drive, about sixty-three (63) feet to the point of beginning.

Said lot or parcel of land containing 1,700± square feet.

Parcel No. 24-2

Beginning at a point twenty-five (25) feet northeasterly from and as measured along a line at right angles to the relocated State Aid Highway No. 5 (Corey Lane) Base Line at P.C. Sta. 6004+36.94;

Thence southeasterly along a curved line, twenty-five (25) feet northeasterly from and concentric with the relocated State Aid Highway No. 5 (Corey Lane) Base Line, about fifty-eight (58) feet to a point in the present southerly line of land of the Town of Boothbay, said point being twenty-five (25) feet northeasterly from and as measured along a line normal to said Base Line at about Sta. 6005+06;

Thence southwesterly along the present southerly line of land of the Town of Boothbay, about fifty-three (53) feet to a point twenty-five (25) feet southwesterly from and as measured along a line normal to the relocated State Aid Highway No. 5 (Corey Lane) Base Line at about Sta. 6004+90;

Thence northwesterly along a curved line, twenty-five (25) feet southwesterly from and concentric with the Base Line, about twenty-two (22) feet to a point in the present southwesterly line of land of said Town of Boothbay, said point being twenty-five (25) feet southwesterly from and as measured along a line normal to the relocated State Aid Highway No. 5 (Corey Lane) Base Line at about Sta. 6004+71;

Thence northwesterly along the present southwesterly line of land of said Town of Boothbay, about two hundred forty-four (244) feet to a point twenty-five (25) feet northeasterly from and as measured along a line normal to the relocated State Aid Highway No. 5 (Corey Lane) Base Line at about Sta. 6002+38;

Thence southeasterly along a curved line, twenty-five (25) feet northeasterly from and concentric with the Base Line, about one hundred thirty-five (135) feet to a point twenty-five (25) feet northeasterly from and as measured along a line at right angles to the relocated State Aid Highway No. 5 (Corey Lane) Base Line at P.T. Sta. 6003+54.49;

Thence S. 20°21'34.08" E. eighty-two and forty-five hundredths (82.45) feet to the point of beginning.

Said lot or parcel of land containing 10,620± square feet.

Parcel No. 24-3

Beginning at a point twenty-five (25) feet southwesterly from and as measured along a line at right angles to the State Highway "20" (Route 27) Base Line at P.R.C. Sta. 5007+51.65;

Thence northwesterly and northerly along a curved line, twenty-five (25) feet southwesterly and westerly from and concentric with the State Highway "20" (Route 27) Base Line, about one hundred thirty-six (136) feet to a point in the present southwesterly line of Back River Road, said point being twenty-five (25) feet southwesterly from and as measured along a line normal to the State Highway "20" (Route 27) Base Line at about Sta. 5008+74;

Thence southeasterly along the present southwesterly line of Back River Road, about thirty-three (33) feet to the point of intersection with the present southwesterly line of State Highway "20" (Route 27), said point being about two (2) feet southwesterly from and as measured along a line normal to the State Highway "20" (Route 27) Base Line at about Sta. 5008+51;

Thence southeasterly along the present southwesterly line of State Highway "20" (Route 27), about one hundred eighty-four (184) feet to the southeasterly corner of land of the Town of Boothbay, said point being about nine (9) feet southwesterly from and as measured along a line normal to the State Highway "20" (Route 27) Base Line at about Sta. 5006+66;

Thence southwesterly along the present southeasterly line of land of said Town of Boothbay, about sixteen (16) feet to a point twenty-five (25) feet southwesterly from and as measured along a line normal to the State Highway "20" (Route 27) Base Line at about Sta. 5006+64;

Thence northwesterly along a curved line, twenty-five (25) feet southwesterly from and concentric with the State Highway "20" (Route 27) Base Line about eighty-three (83) feet to the point of beginning.

Said lot or parcel of land containing 4,810± square feet.

Parcel No. 24-4

Beginning at a point in the present northwesterly line of State Highway "20" (Route 27) at its point of intersection with the present southerly line of State Aid Highway No. 5 (Corey Lane), said point being about eighteen (18) feet northwesterly from and as measured along a line normal to the State Highway "20" (Route 27) Base Line at about Sta. 5009+87;

Thence southwesterly along the present northwesterly line of State Highway "20" (Route 27), about ninety-one (91) feet to the point of intersection with the present northeasterly line of Back River Road, said point being about ten (10) feet northwesterly from and as measured along a line normal to the State Highway "20" (Route 27) Base Line at about Sta. 5009+02;

Thence northwesterly along the present northeasterly line of Back River Road, about eighteen (18) feet to a point twenty-five (25) feet northwesterly from and as measured along a line normal to the State Highway "20" (Route 27) Base Line at about Sta. 5009+10;

Thence northeasterly along a curved line, twenty-five (25) feet northwesterly from and concentric with the State Highway "20" (Route 27) Base Line, about seventy-eight (78) feet to a point in the present southerly line of State Aid Highway No. 5 (Corey Lane),

said point being twenty-five (25) feet northwesterly from and as measured along a line normal to the State Highway "20" (Route 27) Base Line at about Sta. 5009+80;

Thence easterly along the present southerly line of State Aid Highway No. 5 (Corey Lane), about ten (10) feet to the point of beginning. Said lot or parcel of land containing 890± square feet.

		of the Town of Boothbay have caused this ., its Town Manager, duly authorized, this
SIGNED AND SEALED IN THE PRESENCE OF:	INHABIT	ANTS OF THE TOWN OF BOOTHBAY
	Ву:	
		niel G. Bryer, Jr.
	its: Town i	Manager, duly authorized
STATE OF MAINE		
County of Lincoln	Date:	, 2019
	e foregoing instr	Bryer, Jr., Town Manager of the Town of rument to be his free act and deed in his said ants of the Town of Boothbay.
		Before me,
		Attorney/Notary Public
		Print Name:
		My Commission Expires:

MAINE DEPARTMENT OF TRANSPORTATION

MUNICIPAL/STATE AGREEMENT

MAINTENANCE OF HIGHWAY IMPROVEMENTS BOOTHBAY ROUNDABOUT/STATE ROUTE "20" (Route 27) Boothbay, Maine

(MaineDOT Use Only) Non-receivable

Project Location: <u>Boothbay</u> State WIN #: 021934.02 Agreement Begin Date: See last date of execution

Agreement End Date: N/A

This Agreement is entered into between the Maine Department of Transportation, an agency of the State of Maine with headquarters at 24 Child Street, Augusta, Maine (hereafter the "Department") and the Inhabitants of the Town of Boothbay, a municipal corporation and body politic with its principal offices at 7 Corey Lane, Boothbay, Maine 04537 (the "Municipality") (hereinafter collectively, the "Parties") regarding the ongoing maintenance obligations for a highway improvement project constructed as a traffic roundabout at the intersections of State Route "20" (Route 27), Common Drive, Back River Road, and Corey Lane, in Boothbay, Lincoln County, Maine, (hereafter the "Project"), as follows:

BACKGROUND

- A. The Project involved the reconstruction of State Route "20" (Route 27) in Boothbay as it intersects with Common Drive, Back River Road and Corey Lane. Alignments of the intersecting roads were adjusted to accommodate the installation of a traffic roundabout, including the relocation of Corey Lane and the removal of its designation as a state highway. The Project further included installation of sidewalks, lighting, landscaping amenities, and signage, as well as drainage components, including a treatment pond (all improvements installed in connection with the Project are collectively, the "Project Infrastructure").
- B. The Project was constructed in accordance with the Department's business partnership initiative ("BPI") model, the details of which were set out in a Cooperative Agreement between the Department, the Municipality, and PGC5, LLC, a local developer, dated April 7, 2017 (the "BPI Agreement"). The Project was completed in the fall of 2018.
- C. One condition of the BPI Agreement was that the Department and the Municipality enter into a Municipal/State Agreement to establish the Parties' maintenance responsibilities with regard to all Project infrastructure. This Agreement is intended to satisfy that condition.

AGREEMENT

NOW THEREFORE, in accordance with the provisions set out herein, the Parties agree as follows:

1. Maintenance of Project Infrastructure:

- a. The Municipality, or its designee, shall be responsible, at its sole cost, for all year-round maintenance associated with the following components of Project Infrastructure: sidewalk and pedestrian amenities; any installed treatment pond; lighting; landscaping; all signage components that are not directly related to traffic control; and all town roads intersecting with the Project as required by state law (the "Municipally Maintained Amenities").
- b. The Department shall be responsible, at its sole cost, for all year-round maintenance associated with the Project Infrastructure not otherwise identified as Municipally Maintained Amenities, including all storm water drainage elements, but excluding any installed treatment pond.
- c. Maintenance shall consist of upkeep and repairs necessary to preserve the intended public use of the Project Infrastructure for each component's intended life as measured by industry standards, which, in no case, shall be less than ten years.
- d. Maintenance of the lighting shall include maintenance, removal and/or replacement of lighting standards, luminaires, controller cabinets, conduit, hangers and all components necessary for the operation of the lights installed in connection with the Project.
- e. The Parties shall make no material modifications to or replacement or removal of the Project Infrastructure without the express written approval of the other Party, except that changes to landscaping may be implemented at the Municipality's discretion, and changes to Route 27 may be made by the Department at the Department's discretion.
- f. Project Infrastructure shall be maintained with equipment technology equal to or greater than that which has been installed.
- g. Parties shall implement appropriate traffic control plans in compliance with the Manual on Uniform Traffic Control Devices (MUTCD) when entering the highway rights-of-way to perform maintenance activities.
- h. Maintenance activities shall be performed in compliance with all applicable state and federal laws, statutes, rules, regulations, standards and guidelines, including the MUTCD, the Americans With Disabilities Act (ADA) and the Occupational Safety and Health Administration (OSHA) standards.

i. The Parties agree to avoid hindering each other's performance of their respective obligations with regard to Project Infrastructure, fulfill all obligations diligently, and cooperate in achievement of the intent of this Agreement.

2. Additional Municipal Obligations:

- a. The Municipality agrees that it will apply the requirements of the most recent version of the Department's "Utility Accommodation Policy" as the minimum guidelines affecting utility installations in the Department's highway right-of-way notwithstanding any municipal rules that are more lenient.
- b. The Municipality agrees that except for an emergency, or as allowed in 23 M.R.S. § 3351-A, it will prohibit the excavation of the highway rights-of-way within the limits of the Project for a period of at least five (5) years after completion of the Project, and agrees to make all necessary notifications to abutters and occupants of the highway as otherwise required of any municipal government under the provisions of 23 M.R.S. § 3351. Thereafter, all future excavations within the Route 27 right-of-way shall be regulated and controlled in the manner specified by the Department in its most recent "Rules, Regulations and Policies for Highway Openings", which is incorporated herein and made a part hereof by reference.
- c. The Municipality agrees to keep the Route 27 right-of-way inviolate from all encroachments and agrees to remove, or cause to be removed, anything that may encroach thereon.
- d. When applicable, the Municipality agrees to regulate all entrances to the Route 27 highway within the limits of the Project in accordance with the provisions of 23 M.R.S. § 704.

3. Miscellaneous Conditions:

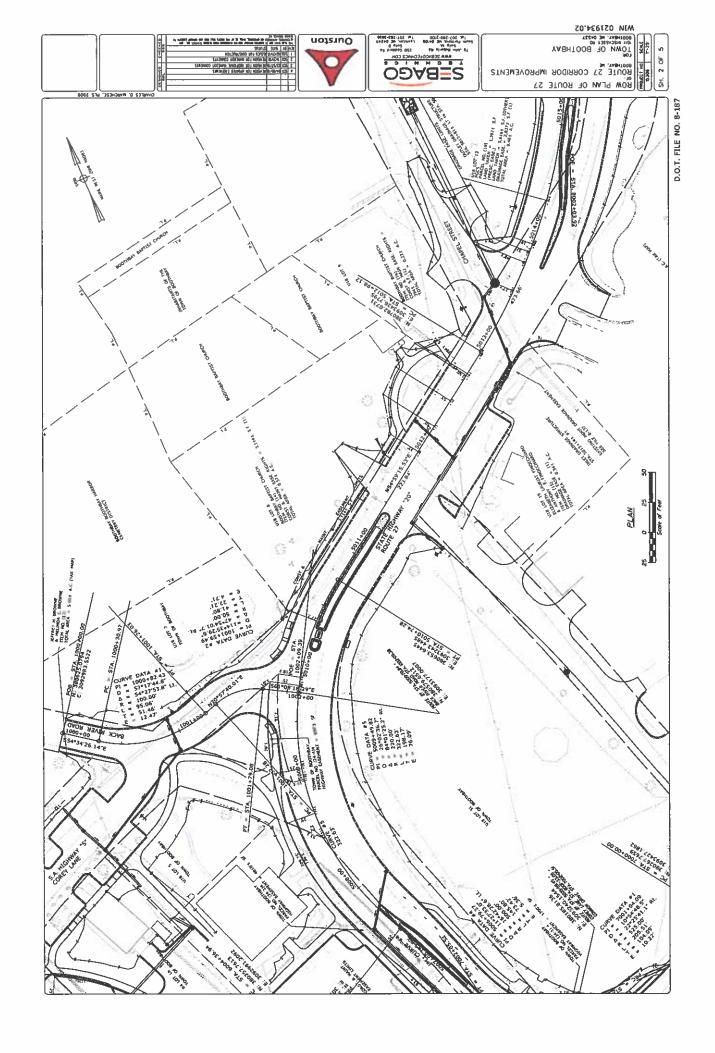
- a. If the Municipality fails to perform its necessary maintenance obligations, the Department reserves the right to undertake maintenance of Municipally Maintained Amenities and invoice the Municipality for any costs incurred when such maintenance is deemed necessary to protect the Route 27 highway right-of-way or the Department's investment in the Project Infrastructure.
- b. The Department shall have all of its common law, equitable and statutory rights of set-off. These rights shall include, but not be limited to the Department's option to withhold for the purposes of set-off any monies owed to the Municipality with regard to this Agreement and any other agreement with the Department, including any agreement for a term commencing prior to the term of this Agreement, plus any amounts owed to the Municipality for any other contract with any State of Maine department or agency.

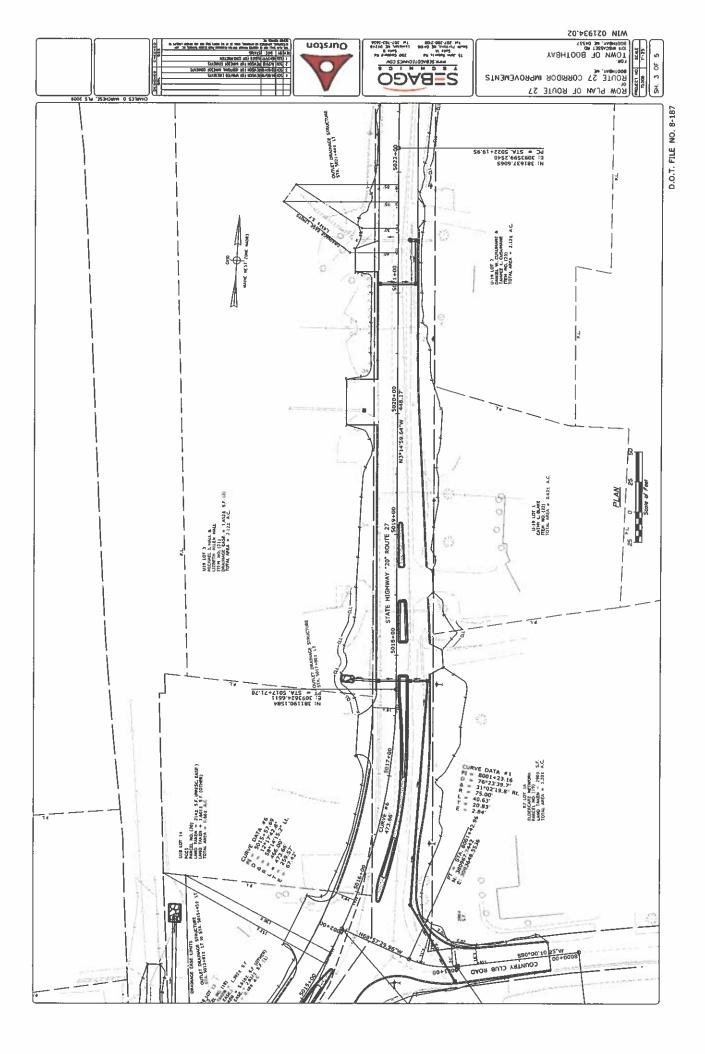
- c. To the extent permitted by law, the Municipality shall indemnify, defend and hold harmless the Department, its officers, agents and employees from all claims, suits or liabilities arising from any negligent or wrongful act, error or omission by the Municipality, its officials, employees, agents, consultants or contractors. Nothing herein shall waive any defense, immunity or limitation of liability that may be available to either party under the Maine Tort Claims Act (14 M.R.S. Section 8101 et seq.) or any other privileges or immunities provided by law. Any other provision of this Agreement to the contrary notwithstanding, this provision shall survive any termination or expiration of this Agreement.
- d. The Municipality certifies, by signing this Agreement, that, in performing its maintenance obligations herein, it shall not use contractors or subcontractors presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from participation in such activities by any federal department or agency. If the Municipality is unable to certify to this statement, it shall attach an explanation to this Agreement. The Municipality shall promptly notify the Department if its contractors or subcontractors become debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in such activities by any federal department or agency.
- e. Anything herein to the contrary notwithstanding, the Municipality acknowledges and agrees that although the execution of this Agreement by the Department manifests its intent to honor its terms and to seek funding to fulfill any obligations arising hereunder, by law any such obligations are subject to available budgetary appropriations by the Maine Legislature and, therefore, this Agreement does not create any obligation on behalf of the Department in excess of such appropriations.
- f. No assignment of this Agreement is contemplated, and in no event shall any assignment be made without the express written permission of both Parties.

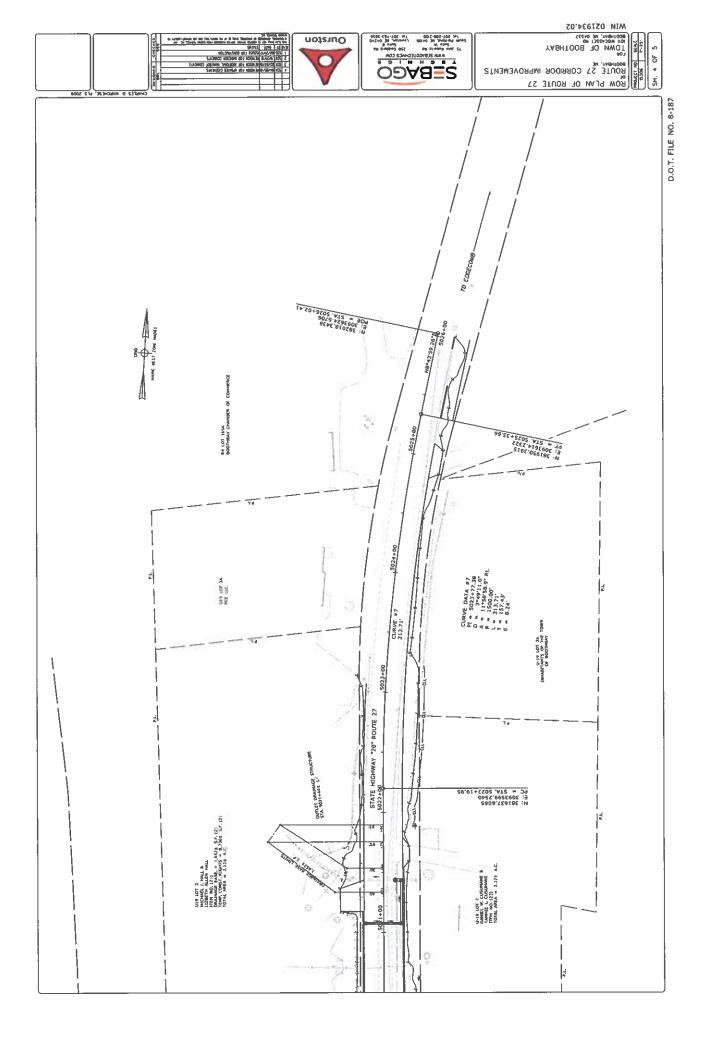
The Parties hereto have executed this AGREEMENT effective on the date last signed below.

INHABITANTS OF	STATE OF MAINE
THE TOWN OF BOOTHBAY	Department of Transportation
By:	By:
	Print name:
Daniel G. Bryer, Jr.	
Its Town Manager	Its
Duly authorized	Duly authorized
Date signed:	Date signed:
* I certify that the signature above is true and accura	ate. I further certify that the signature, if electronic: (a) is intended to
have the same force on a manual signature: (h) is use	views to mo: (a) is canable of varification; and (d) is under my sole

control.







MIN 021934.02 ### SERVICES OF SE YABHTOOR SOUTHBAY ON DESCASSE NO TO HESCASSE NO TO HESCASSE NO CHARACTURE OF STATE Ourston ROW PLAN OF COREY LAVE

SOUTH 25 CORRIDOR IMPROVEMENTS

SOUTH 20 COREY LAVE

SOUTH 20 COREY LAVE

SOUTH 20 CORE 1 LAVE

SOUTH 20 CORE 2 LAVE

SOUTH 20 COR D.O.T. FILE NO. 8-187 L'istan Services Tort I with the first of the fi S ON SURPORT PROPERTY SHOPS