TOWN OF WINSLOW, MAINE
REGULAR COUNCIL MEETING
& PUBLIC HEARING
August 11, 2014
7:00 p.m.

PUBLIC HEARING

1. Completion of CDBG Grant with Orion Ropeworks.

2. Order No. 9-2014: Providing for Designation of Omnibus Development Program -Natural Gas and Industrial Park Tax Increment Financing District.

REGULAR COUNCIL MEETING

1. Roll Call
2. Recite the Pledge of Allegiance
3. Approval of Minutes of Previous Meetings (July 14)
4. Communications
    a. Judy Mathiau, Pipeline Assessment
    b. Other
5. Reports of Committees and Commission
    a. Town Manager's Report
    b. Department Reports
    c. Finance Committee Report (Treasurer's Warrants)
    d. Financial Report.

TABLED BUSINESS

1. Resolution No. 13-2014: Providing for Approval for an Assignment of the Franchise and the Cable System to Comcast Corporation. (One Reading) Sponsored by Gerald Saint Amand.

UNFINISHED BUSINESS

1. Order No. 6-2014: Providing for the Purchase of a 1 Ton, Rack Body, Truck to replace an existing 2002, 1 Ton Pick-up Truck. (Second Reading) Sponsored by Gerald Saint Amand.

2. Order No. 7-2014: Providing for the Authorization for the Town Manager to Re-Roof the Fire Department Roof with a fully tapered EPDM Roof at a cost not to exceed $84,000. (Second Reading) Sponsored by Gerald Saint Amand.

NEW BUSINESS

1. Ordinance No. 7-2014: Providing for an Amendment to Winslow Zoning Ordinance Sec. 14-45, Low Density Residential District Sec. 14- 84, Definitions and adding Sec. 14-65C to Article 6, All having to do with Companion Animals. (First Reading) Sponsored by Catherine Nadeau.

2. Order No. 8-2014: Providing for the Abatement of Taxes on Accounts that have been acquired by the Town or That have been assessed to "Owner Unknown". (First Reading) Sponsored by Gerald Saint Amand.

3. Order No. 9-2014: Providing for Designation of Omnibus Development Program -Natural Gas and Industrial Park Tax Increment Financing District. (First Reading) Sponsored by Gerald Saint Amand.

4. Resolution No. 19-2014: Providing for Authorization for the Town Manager to sign an Agreement with the Maine Bureau of Parks and Land for $95,936 in Grant Funds for the Fort Halifax Project. Which requires a Town Commitment of $97,384. (One Reading) Sponsored by Gerald Saint Amand.

DISCUSSION

- Fireworks

EXECUTIVE SESSION

- Labor negotiations with Public Works & Fire Fighters

ADJOURN COUNCIL MEETING

Fort Halifax Park Grant Approved by the National Park Service

As you know, our Fort Halifax Park grant was tentatively approved by the Maine Bureau of Parks and Land. On July 15th I received notice that the project received final approval from the National Park Service.

In the Council Packet is Resolution No. 19 -2014 which if approved will authorize me to sign an agreement with the Maine Bureau of Parks and Land to receive the $95,936 in grant funds. The Town's share of the project is $97,384 and the total project cost is $193,320. Attached to this report is a project description with cost estimates.

When we submitted the grant we were hopeful we would be approved in April so that we could take advantage of this year's construction season. With such late notice it will be difficult to do much work this year. The first thing we will need to do is the Design, Engineering and Permitting phase of the project.

Our Fort Halifax Planning Committee has agreed to do some fundraising to help fund the Town's portion of the project. If our Public Works Department can provide $50,000 in in-kind services (*Labor & Equipment*) then the Committee's fundraising target will be around $50,000. We will discuss this further at our August 11th meeting.

Natural Gas Pipeline TIF

At the August 11th Council meeting the Town Council will be taking action on Order No. 9-2014. The Order, if approved, will create a TIF District related to the Natural Gas pipeline and three (3) undeveloped lots in the Town owned Industrial Park. The TIF is for 30 years and will capture and shelter 100% of the pipeline's assessed value and any investment made into the 3 Industrial Park lots. In addition, the Town will retain 100% of the tax revenue generated. By sheltering the new tax value over the 30 year period the Town will not lose $2,339,310 in State Aid to Education, $269,850 in Municipal Revenue Sharing and our County Tax will not increase by $262,904. The total net benefit to the Town is projected to be $2,932,064. Beginning year 9 of the TIF the annual amount of the tax projected to be retained is $173,060.

Please see Exhibit G of the TIF proposal for projects proposed to be funded with TIF revenue.

CDBG Public Hearing

On August 11th we will hold a public hearing on our 2012 CDBG Grant. As you may recall, in November of 2012 we were awarded $131,000 in CDBG funds to make the following improvements to the Town's Industrial Building: (1) Roof Repair & Improvements, (2) Sewer System Upgrade and (3) the Replacement of Three Furnaces. The total project cost was expected to be $263,571.

The bids for the roof work came in $10,624 higher than expected and the sewer system upgrade cost $13,892 more than projected due primarily to the cost of removing ledge. To keep costs down, only two furnaces were replaced instead of three.

The project was recently completed and a total of $139,502 in CDBG funds were used. The Town contributed $139,504 for a total project cost of $279,006.

Since CDBG funds were used Orion RopeWorks was required to create five (5) new jobs, which they did.

MDOT Rt. 201 Paving Project

In my February 2014 report to the Council I reported that MDOT was willing to delay the paving project to allow Summit some time to install some of their natural gas pipe along Rt. 201. At the same time I reported that PanAm was planning to replace the RR Crossing at the intersection of Benton Ave. and Bay Street. At a recent meeting regarding this project I learned that PanAm was NOT planning to replace the crossing. The PanAm representative at the meeting said replacing the crossing would be a priority if another funding source could be found. As a result of this disclosure I now plan to search for funding alternatives to help fund the crossing portion of this project.

Also during this meeting I became aware that we need to update our Road Opening Permit Process to better protect our utilities when future repairs are needed. A current concern is achieving adequate spacing between utilities so that repairs can be made later without negatively impacting surrounding utilities.

Fire Department Re-Roofing Project

At our last Council meeting I was asked to have the Fire Department Roof assessed to determine if our proposed re-roofing project (Order No 7-2014) would negatively impact the roof support system.

Benjamin Murray of E.S. Coffin Engineering conducted the assessment and his report is included in the Council packet. As you will see, Mr. Murray recommends that if insulation is added to the roof then the roof support system would need to be reinforced to meet current code.

We will discuss our options at our meeting next week.

Labor Contract Negotiations Update

At our meeting on August 11th we will be going into Executive Session at the end of the meeting to discuss labor contract negotiations with the PW/Fire Union.

Fort Halifax Park Project
Description and Cost Estimates
08/12/2013

DESCRIPTION:

ENTRANCE & TURNOUT RELOCATION - The existing access drive and parking lot need to be moved away from the site's historic resources. The vehicular, bicycle and pedestrian entrance to the parking lot will be realigned directly across from the Route 201 access point. The new paved 20' wide by 70' long access drive will require relocating the existing railroad crossing and will cross the railroad at a perpendicular angle and then curve to the north. A new 18,460 sf parking lot will be constructed at the end of the access drive, just north of the existing gravel parking lot. The parking lot will accommodate 23 cars. The end loop of the parking lot will someday serve as a drop off area for carry-in boat users.

STONE DUST SIDEWALK - A 5' wide by 100' long stone dust sidewalk will connect the new parking lot to the Welcoming Display Area and the Town's Existing Sidewalk along Route 201.

WELCOMING DISPLAY AREA - A 30'x30' welcoming display area will be constructed at the former location of the 16th century Trading Post by using stone dust surfacing. The display area will consist of Benches (wood or granite), Interpretive Signs and an Artifact Replica. The interpretive signs will educate visitors about the history of the site.

SIDEWALK TO RIVER OVERLOOK - A 5' wide by 60' long paved sidewalk will lead from the Turnout to a sheltered picnic area that is handicap accessible. Then, a 5' wide by 80' long stone dust sidewalk will lead from the paved sidewalk to a river overlook with interpretive signage. The signage will educate visitors about migrating wildlife common to the area.

COST ESTIMATES:

Design/Engineering/Permitting:	**$ 18,720**
State and Federal Review(s)	**$ 3,000**
Gravel for Parking & Roadway	**$ 16,000**
Paving	**$ 50,000**
Granite Curbing (installed)	**$ 20,000**
Misc. Materials	**$ 10,000**
Labor & Equipment	**$ 50,000**
Railroad Crossing	**$ 10,000**
Construction Oversight/Engineering	**$ 15,600**
TOTAL	**$ 193,320**

Town Share *$ 97,384 (or 48,692 each over the next 2 FY)*

432 Cony Road
P.O. Box 4687
Augusta, ME 04330

ENGINEERING
E.S. COFFIN
SURVEYING
E.S. COFFIN ENGINEERING & SURVEYING, INC.

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1-800-244-9475

July 29, 2014

Mr. Michael W. Heavener
Winslow Town Manager
114 Benton Avenue
Winslow, ME 04901

Subject: Roof Framing Analysis
Winslow Fire Station
114 Benton Avenue
Winslow, Maine

Dear Mr. Heavener:

Thank for choosing E.S. Coffin Engineering & Surveying, Inc. to perform a roof framing analysis of the existing roof framing at the Winslow Fire Station located at 114 Benton Avenue in Winslow, Maine. The following information was collected during a site visit on Wednesday July 23, 2014.

No destructive or invasive testing was performed. A visual evaluation does not constitute the structure being analyzed. Observations and subsequent assessments are limited as such to those limitations. The evaluation and report is not to be considered as a guarantee of condition and no warranty is implied. The work conducted does not constitute a building inspection.

Observations

We were asked to review the load capacity of the existing roof for the Winslow Fire Station in anticipation of a re-roofing project. It is proposed to replace the existing membrane roof with an EPDM roof and in the process remove the existing stone ballast and also increase the thickness of the insulation.

The Winslow Fire Station located on Benton Avenue appears to have been constructed in the 1960's. The entire structure also includes the Winslow Town Office, Town of Winslow Parks and Recreation Center and the Winslow Police Station, but this report is limited to the area of the fire station. The fire station has overall dimensions of approximately 100'-0" in width and 100'-0" in length. The roof framing for the two-story building consists of open web steel joists that span from east to west. Support for the roof system consists of exterior and interior CMU (concrete masonry unit) walls with no interior support beams or columns. A CMU wall that spans north to south splits the building down the center resulting in a maximum span of 48'-6" between the wall supports. Lateral support for the building consists of a wood deck diaphragm attached to the steel joists that translates lateral loading to the perimeter CMU walls and then down to the foundation.

The existing steel joists are 28" deep open web joists, spaced at approximately 6'-0" on center. The configuration of the joists consists of a custom V-shaped top chord section, a custom B-shaped bottom chord section, and round diagonal steel rods for web members. From past experience of this type of joist, these joists appear to have been manufactured by Macomber Incorporated. During our visual observation, we observed the roof framing in only a few select locations. At these locations, the framing appeared to be in excellent condition with no visual structural damage observed.

On top of the roof, we observed a single layer of stone ballast over a membrane roofing. There does not appear to be any pitch to the roof joists and the entire roof appears to have only (2) roof drains that pipe to interior insulated drainage lines.

Analysis

The Macomber joist manufacturer is no longer in business, but the original loading tables are available. Based on the physical dimensions taken, the joists appear to be 28J V-Beam joists. With a span length of 48'-6", the joists have a maximum allowable total load capacity of 368.5 lb./ft. (pounds per linear foot) and a maximum live load (snow load) capacity of 303 lb./ft. based on a maximum deflection of L/240. Based on a 6'-0" joist spacing, this translates into an allowable total load capacity of 61.4 PSF (pounds per square foot) and an allowable live load capacity of 50.5 PSF.

The required snow load for a flat roof in Winslow based on the current 2009 IBC (International Building Code) is 67.2 PSF. This is obtained by taking the ground snow load for Winslow of 80 PSF and multiplying by a .7 factor for a flat roof and a 1.2 factor, because the building is designated as an essential facility, where it is a fire station.

For a roof with this configuration and ballast roof, we would assume a dead load of 18 PSF for the existing ballast, roofing, wood deck, steel joists and utilities. This would give a total required load for the roof of 85.2 (67.2+18) PSF to meet the current code requirements.

The proposed removal of the ballast roof would decrease the dead load by approximately 10 PSF, resulting in a total required load of 75.2 PSF. This required total loading is larger than the total load capacity of 67.2 PSF for the existing joist framing according to the joist tables. The joist roof snow capacity load of 50.5 PSF is also lower than the code required 67.2 PSF.

Recommendations

The determination that the existing roof framing does not meet the roof loading requirements of the current building code does not mean that the roof needs to be immediately reinforced. Although we cannot confirm the code requirements at the time of construction, the building most likely met the requirements of the code at that time. From past roof analyses of other buildings in the central Maine area, we found that roofs constructed in this time period were designed for a roof snow load of only 40 PSF. This would be consistent with the loading for the fire station. This determination, along with that no structural damage has been observed, is evidence that the roof has performed well over years.

What this analysis does mean is that the existing roof framing needs to be kept in good working condition or improved to lower the potential weight that it supports. Steps that can be taken in order to maintain and improve the condition of the roof include annual inspections of the roof system to repair any leaks, continuous heating of the structure to reduce snow weight, snow removal from the roof when needed and maintenance and improvement of the roof drainage system to make sure water does not pond on the roof. The proposed removal of the ballast will also improve the load carrying capabilities of the roof.

If the roof is altered in any way, the roof framing would need to be reinforced to meet the current code required loading. The proposed installation of additional insulation would result in an increase snow load on the roof due to less snow being melted from heat loss. Therefore, the additional insulation is not recommended unless the roof framing is reinforced to current standards. Additional examples of alterations includes, but are not limited to, the installation or replacement of roof top units, not heating the building in the winter which would increase snow load, construction of an abutting addition with a higher roof that would produce a snowdrift and any structural modifications to the roof framing.

This concludes our report for the analysis of the existing roof framing. The analysis of the roof framing was based on gravity loading only, which is comprised of the dead, live and snow loads only. None of the existing connections, lintels or headers were analyzed. The structure was not analyzed for wind loading and the foundation system was not analyzed.

If you have any questions, please feel free to call me at 623-9475.

Sincerely,

Benjamin Murray, P.E.
Project Engineer
E.S. Coffin Engineering & Surveying, Inc.

STATE OF MAINE
BENJAMIN E.
MURRAY
No. 10128
LICENSED
PROFESSIONAL ENGINEER

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PUBLIC HEARING_____

TOWN COUNCIL **ORDINANCE NO. 7-2014**

AN ORDINANCE

Providing for: An Amendment to Winslow Zoning Ordinance Sec. 14-45, Low Density Residential District, Sec. 14-84, Definitions and adding Sec. 14-65C to Article 6, all having to do with Companion Animals.

BE IT ORDAINED by the Town Council of the Town of Winslow as follows:

WHEREAS, the Planning Board has reviewed a Petition to Amend the Winslow Zoning Ordinance from Rony and Jennifer Assaf:

WHEREAS, the Planning Board has determined that three sections of the Winslow Zoning Ordinance must be amended in order to add Companion Animals to our Ordinance.

BE IT ORDAINED by the Town Council of the Town of Winslow, Maine, that the Winslow Zoning Ordinance Sections 14-84, 14-45 and 14-65C be amended to include the attached amendments for Companion Animals.

SPONSORED BY: Catherine Nadeau

_____, 2014 First Reading, _____ _____
accepted rejected

_____, 2014 Second Reading, _____ _____
adopted rejected

_____
Town Clerk

APPROVED: _____, 2014

CHAIRMAN: _____

_____ _____

_____ _____

_____ _____

Sec. 14-45

Maximum Building Height	35ft.	35 ft	35 feet
Open space.	Note: lawn and landscaping 1X building Area		

Note 1.Open Space Developments may have reduced lot lines between residential units within the project, however the side and rear setbacks for the project to non-project properties cannot be reduced.
Note 2. Proposed Exemptions as approved by the Planning Board:

- May include alleys in calculation of rear setback.
- Lots under 9,000 sf. may not exceed 25% of the project.
- Lots under 50 ft. of frontage may not exceed 50% of any development.

Note 3. Lot front yard setback may be modified by the Planning Board where it can be demonstrated that safety and snow removal is not an issue. And must be part of a Open Space Development.

(d) Allowed Uses:

Principal Uses:

Agriculture
Bed and Breakfast (note 1 below)
Boarding Home
Child Care Center
Churches
Congregate Housing
Essential Services
Farmer Markets
Forestry
Home Child Care
Greenhouses
Home Occupations
Open Space Development
Nursing Homes
Parks & Playgrounds
Passive Recreation
Retail Businesses as part of an Open Space development
Single Family Dwellings
Veterinary Clinics
Yard Sale
Mobile Home Parks
Minor Home Occupation

Accessory Uses and Structures for Principal Uses.

Conditional Uses:
Radio and Communication Towers
Outdoor Recreation
Retail Business
Light Manufacturing/Warehousing
Accessory Uses and Structures for Conditional Uses
Municipal Facility
Companion Animal Care Center

Sec. 14-65C

Associated Facilities to the extent they are not otherwise in or proposed to be placed into productive use. All earth disturbed during decommissioning must be graded and re-seeded, unless the landowner of the affected land requests otherwise in writing.

[Note: At the time of decommissioning, the Applicant may provide evidence of plans for continued beneficial use of any or all of the components of the Wind Energy Facility. Any changes to the approved decommissioning plan shall be subject to review and approval by the Code Enforcement Officer.]

3. An estimate of the total cost of decommissioning less salvage value of the equipment and itemization of the estimated major expenses, including the projected costs of measures taken to minimize or prevent adverse effects on the environment during implementation of the decommissioning plan. The itemization of major costs may include, but is not limited to, the cost of the following activities: turbine removal, turbine foundation removal and permanent stabilization, building removal and permanent stabilization, transmission corridor removal and permanent stabilization and road infrastructure removal and permanent stabilization.

4. Demonstration in the form of a performance bond, surety bond, letter of credit, parental guarantee or other form of financial assurance as may be acceptable to the Planning Board that upon the end of the useful life of the Wind Energy Facility the Applicant will have the necessary financial assurance in place for 100% of the total cost of decommissioning, less salvage value. The Applicant may propose securing the necessary financial assurance in phases, as long as the total required financial assurance is in place a minimum of 5 years prior to the expected end of the useful life of the Wind Energy Facility.

Sec. 14-65C: Companion Animal Care Center

1. A Companion Animal Care Center shall be carried on wholly within the Principal building or Within a building or other structure accessory to it. Keeping companion animals outside during the period beginning 45 minutes after sunset to 30 minutes before sunrise shall be prohibited.

2. A Companion Animal Care Center shall employ no more than one person other than family Members residing in the home at any one time.

3. A Companion Animal Care Center shall not alter the residential character of the structure or neighborhood, nor change the character of the lot from its principal use as a residence.

4. One non-illuminated sign, no larger than 4 square feet may be erected on the premises.

5. A Companion Animal Care Center shall not create unreasonable traffic for the area in which it is located.

6. A Companion Animal Care Center with one operator may care for no more than twenty (20) companion animals at any one time. A Companion Animal Care Center with two or More operators, or with one operator and one or more helpers, may care for no more than 30 companion animals at any one time.

Sec. 14-84

Community Center. A place, structure, area or other facility used for and providing religious, fraternal, social, and/or recreational programs generally open to the public and designed to accommodate and serve significant segments of the community.

Companion Animal. "Companion animal" means a cat or dog.

Companion Animal Care Center. A residence where one cares for companion animals for an owner during the day or overnight in one's home (dwelling unit) or in a building or other structure accessory to one's home (dwelling unit) as one would his/her own companion animal. Companion animals which are cared for overnight must be housed in the dwelling unit or an accessory building. Keeping companion animals outside during the period beginning 45 minutes after sunset to 30 minutes before sunrise shall be prohibited.

Congregate Housing. A type of dwelling consisting of private living quarters and that provides shared community space and shared dining facilities and might also provide its residents with housekeeping services, personal care and assistance, transportation assistance, recreational activities and/or specialized services such as medical support.

Convenience Store. A retail store containing less than 2,000 square feet of gross floor area that is designed and stocked to sell primarily food, beverages and other household supplies to customers who purchase only a relatively few items. ("in contrast to a supermarket") It shall not include retail fuel sales.

Corner Lot. A lot abutting 2 or more streets at their intersections provided that the corner of such intersection shall have an angle of 135 degrees or less measured on the lot side.

Dwelling. A building or portion thereof used exclusively for residential occupancy, including one-family, two-family, and multi-family dwellings; not including hotels, motels, lodging houses or boarding homes. Dwelling includes the word "residence".

Dwelling Multi-family. A residence designed for or occupied by 3 or more families with separate housekeeping and cooking facilities for each.

Dwelling Two-family. A residence designed for or occupied by 2 families only, with separate housekeeping and cooking facilities for each.

Dwelling Unit. A room or suite of rooms used by one family as a habitation which is separate from other rooms or suites of rooms and which contains cooking facilities.

Efficiency. A dwelling unit consisting of one principal room with no separate sleeping room.

Essential Services. Services provided by public and private utilities necessary for the exercise of the principal use or service of the principal structure, and electric power transmission or distribution lines, and related equipment. These services include underground, surface or overhead gas, electrical, steam, water, sanitary sewers, storm water drains and accessories thereto such as poles, towers, wires, mains, drains, vaults, culverts, laterals, sewers, pipes, catch basins, water storage tanks, conduits, cables, fire alarm boxes, police call boxes, traffic signals,

also allowed. Sec. 14-84

Jurisdiction. The governmental unit which has adopted this code under due legislative authority.

Kennel. An establishment, other than a Companion Animal Care center housing dogs, cats, or other household pets and where grooming, breeding, boarding, training, or selling of animals is conducted as a business.

Laboratories. A building or group of buildings in which are located facilities for scientific research, investigation, testing or experimentation, but not facilities for the manufacture or sale or products, except as incidental to the main purpose of the laboratory.

Light Manufacturing. A use engaged in the manufacture, predominantly from previously prepared materials, of finished products or parts, including processing, fabrication, assembly, treatment, packaging, incidental storage, sales, and distribution of such products, but excluding basic industrial processing.

Living Area. The total living area bounded by the exterior walls of a building at the front levels, but not including unfinished basements, utility rooms, garages, porches, breezeways, and unfinished attics.

Loading Area. A completely off-street space or berth on the same lot for the loading or unloading of freight carriers having adequate ingress and egress to a public street or alley.

Lot. A parcel of land of at least sufficient size to meet minimum zoning requirements for use, coverage and area, and to provide such yards and other open space as are herein required. The word lot includes the words "plot" or "parcel".

Lot Width. The width of a parcel of land measured at the street right-of-way equal to the specified street yard distance. The lot width shall not include any part of the lot for which a right-of-way has been granted which denies to the owner the right of exclusive use of the ground surface of such right-of-way for pedestrian or motor vehicle use or otherwise, or which interest in such right-of-way the owner has transferred to another, either fully or partially.

Mineral Extraction. Any operation within any 12 month period which removes more than 100 cubic yards of soil, topsoil, loam, sand, gravel, clay, rock, peat, or other like material from its natural location and transport, the product removed, away from the extraction site.

Minor Repairs. Application or notice to the Code Enforcement Officer is not required for ordinary repairs to structures, but such repairs shall not include the cutting away of any wall, partition or portion thereof, the removal or cutting of any structural beam or bearing support, or the removal or change of any required means of egress, or rearrangement of parts of a structure affecting the exit requirements, nor shall ordinary repairs include addition to, alteration of, replacement or relocation of any standpipe, water supply, sewer, drainage, drain leader, gas soil, waste, vent or similar piping, electric wiring or mechanical work or other work affecting public health or general safety.

TOWN OF WINSLOW, MAINE

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114 Benton Avenue
Winslow, ME 04901

TOWN COUNCIL **ORDER NO. 8-2014**

AN ORDER
Providing for: The Abatement of Taxes on Accounts That Have Been Acquired by the Town or That Have Been Assessed to "Owner Unknown".

BE IT ORDERED by the Town Council of the Town of Winslow as follows:

WHEREAS, the Town has acquired one home located at 13 Cushman Road for nonpayment of property taxes; and

WHEREAS, the Town has recently identified the owners of eight (8) parcels of river land formerly assessed to "Owner Unknown" now, therefore

BE IT ORDERED that the municipal officers of the town of Winslow hereby authorize the Tax Collector to issue tax abatements to the following accounts in the following amounts:

Year	Account	Amount
2013	1565 (13 Cushman Rd)	$443.68
	7013 (Riverland)	27.90
	7015 (Riverland)	55.80
	7016 (Riverland)	122.45
	7018 (Riverland)	80.60
	7019 (Riverland)	20.15
	7020 (Riverland)	38.75
	7022 (Riverland)	52.70
	7025 (Riverland)	58.90
	TOTAL ABATEMENTS	**$900.93**

SPONSORED BY: **Gerald Saint Amand**

IN THE TOWN COUNCIL

_____, 2014 First Reading, _____ _____
accepted rejected

_____, 2014 Second Reading, _____ _____
adopted rejected

_____
Town Clerk

APPROVED: _____, 2014

CHAIRMAN: _____

_____ _____

_____ _____

_____ _____

TOWN OF WINSLOW, MAINE

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TOWN COUNCIL **ORDER NO. 9-2014**

AN ORDER

Providing for: Designation of Omnibus Development Program –Natural Gas and Industrial Park Tax Increment Financing District

WHEREAS, the Town of Winslow is authorized pursuant to Chapter 206 of Title 30-A of the Maine Revised Statutes, as amended, to designate a specified area within the Town as a municipal development district and tax increment financing district and to adopt a development program for such district; and,

WHEREAS, there is and continues to be a need to encourage the expansion, improvement and attraction of manufacturing, industrial and commercial, businesses in the Town, and to provide continuing employment opportunities for the citizens of the Town and the surrounding region, to improve and broaden the tax base of the Town, and to improve the general economy and general business development climate of the Town, the surrounding region and the State of Maine; and

WHEREAS, designating the proposed Natural Gas and Industrial Park Tax Increment Financing District and adopting and implementing the proposed Omnibus Development Program will help to provide new employment opportunities for the citizens of the Town and the surrounding region and will help the Town to continue the pursuit of business development in the Town and the region; and

WHEREAS, the Town has held a public hearing on the proposed District and Development Program in accordance with the requirements of 30-A MRSA sub-section 5226(1) upon at least ten (10) days prior notice published in a newspaper of general circulation within the Town; and,

WHEREAS, the Town desires to designate the proposed District and adopt the Development Program in accordance with the proposed amendment presented to the Town Council this day; and,

WHEREAS, it is expected that the Commissioner of the Maine Department of Economic and Community Development will approve the adoption of the above-described amendment;

NOW, THEREFORE,

IT IS ORDERED by the Winslow Town Council that:

1. The Town Council hereby finds and determines that:

(a) At least twenty-five percent (25%) of the real property within the District is suitable for commercial sites as defined in 30-A M.R.S.A. §5223(3); and
(b) The total area of the District does not exceed two percent (2%) of the total acreage of the Town, and the total area of all development districts within the Town (including the District) does not exceed five percent (5%) of the total acreage of the Town; and

(c) Subject to the exclusions permitted under 30-A MRSA §5223(3), the original assessed value of the District plus the original assessed value of all other tax increment financing districts in the Town does not exceed five percent (5%) of the total value of taxable property within the Town as of April 1, 2014; and

(d) Designation of the District and implementation of the Development Program will generate substantial economic benefits for the Town and its residents, including employment opportunities, broadened and improved tax base and economic stimulus, and therefore constitute a good and valid public purpose and will contribute to the economic growth or well-being of the inhabitants of the Town or to the betterment of the health, welfare or safety of the inhabitants of the Town; and

(e) The Town Council has considered all evidence presented to it with regard to any adverse economic effect on or detriment to any existing business and has found and determined that designation of the District and implementation of the Development Program will not result in a substantial detriment to any existing business in the Town, and any adverse economic effect of the proposed Development Program on any existing business in the Town is outweighed by the contributions expected to be made by the District and the projects and improvements described in the Development Program to the economic growth or well-being of the Town or to the betterment of the health, welfare or safety of the inhabitants of the Town.

2. Pursuant to Chapter 206 of Title 30-A of the Maine Revised Statutes, as amended, and to promote completion of the projects and improvements described therein, the Town Council hereby designates the Natural Gas and Industrial Park Tax Increment Financing District and adopts the related Omnibus Development Program presented to the Town Council and such Development Program is hereby incorporated by reference into this vote as the Development Program for the District.

3. The foregoing designation of the District and adoption of the Development Program shall automatically become final and shall take full force and effect upon receipt by the Town of approval of the designation of the District and adoption of the Development Program by the Commissioner of DECD, without requirement of any further action by the Town, the Town Meeting, the Board of Selectmen, or any other party.

4. Pursuant to the provisions of 30-A M.R.S.A. §5227, the percentage of the increased assessed value to be retained as captured assessed value in the District is hereby established as set forth in the Development Program.

5. The Town Manager be, and hereby is, authorized and empowered and directed to submit the proposed designation of the District and adoption of the Development Program to Commissioner of the Department of Economic and Community Development (DECD) for review and approval, pursuant to the requirements of 30-A M.R.S.A. §5226(2). The Town Manager is further authorized, at his discretion from time to time, to make such revisions to the Development Program as the Town Manager deems reasonably necessary or convenient in order to facilitate the process for review and approval by DECD, or for any other reason so long as such revisions are not inconsistent with these resolutions or the basic structure and intent of the Development Program.

6. The Town Manager, with the prior approval of the Town Council, be, and hereby is, authorized and directed to enter into and execute in the name of and on behalf of the Town, one or more credit enhancement agreement or loan or grant agreement as contemplated by the Development Program, in the name of and on behalf of the Town, such agreements to be in such form and to contain such terms and provisions, not inconsistent with the Development Program as the Town Manager, with the prior approval of the Town Council, may approve

IT IS FURTHER ORDERED that this Order will take effect as soon as possible, in compliance with the Town Charter.

SPONSORED BY GERALD SAINT AMAND

IN THE TOWN COUNCIL

August 11, 2014 First Reading, _____ _____
accepted rejected

September 8, 2014 Second Reading, _____ _____
adopted rejected

_____
Town Clerk

APPROVED: _____, 2014

CHAIRMAN: _____

_____ _____

_____ _____

_____ _____

TOWN OF WINSLOW, MAINE

(207) 872-2776 Phone
(207) 872-1999 Fax
www.winslow-me.gov
114 Benton Avenue
Winslow, ME 04901

TOWN COUNCIL **RESOLUTION NO. 19-2014**

A RESOLUTION
Providing for: Authorization for the Town Manager to Sign an Agreement with the Maine Bureau of Parks and Land for $95,936 in Grant Funds for the Fort Halifax Project, which requires a Town Commitment of $97,384.

BE IT RESOLVED by the Town Council of the Town of Winslow as follows:

WHEREAS, the Town has developed a Master Plan for the Fort Halifax Park, and

WHEREAS, total cost to implement key portions of the plan is $193,320, and

WHEREAS, the Town Council authorized the Town Manager to submit a grant to the Maine Bureau of Parks & Land (*Resolution No. 32-2013*), and

WHEREAS, the Town's grant request has been approved in the amount of $95,936; now, therefore

BE IT RESOLVED by the Town Council of the Town of Winslow that the Town Manager is hereby authorized to Sign the attached Agreement with the Maine Bureau of Parks and Land for $95,936 in Grant Funds for the Fort Halifax Project, which requires a Town Commitment of $97,384.

SPONSORED BY: **Gerald Saint Amand**

IN THE TOWN COUNCIL

_____, 2014 First and only Reading, _____ _____
accepted rejected

_____
Town Clerk

APPROVED: _____, 2014

CHAIRMAN: _____

_____ _____

_____ _____

_____ _____

AdvantageME CT No: 20140715*0199

STATE OF MAINE
DEPARTMENT OF Agriculture, Conservation and Forestry
Agreement to Purchase Services

THIS AGREEMENT, made this 15 day of July, 2014, is by and between the State of Maine, Department of Agriculture, Conservation and Forestry, hereinafter called "Department," and Town of Winslow, located at 114 Benton Avenue, Winslow, ME 04901, telephone number 207-872-2776, hereinafter called "Provider", for the period of 7/15/2014 to 12/31/2015.

The AdvantageME Vendor/Customer number of the Provider is VC1000097204

WITNESSETH, that for and in consideration of the payments and agreements hereinafter mentioned, to be made and performed by the Department, the Provider hereby agrees with the Department to furnish all qualified personnel, facilities, materials and services and in consultation with the Department, to perform the services, study or projects described in Rider A, and under the terms of this Agreement. The following riders are hereby incorporated into this Agreement and made part of it by reference:

Rider A - Specifications of Work to be Performed
Rider B - Payment and Other Provisions
Rider C – Exceptions to Rider B
Rider D, E, and/or F – (At Department's Discretion)
Rider G – Identification of Country in Which Contracted Work will be Performed

IN WITNESS WHEREOF, the Department and the Provider, by their representatives duly authorized, have executed this agreement in 2 original copies.

DEPARTMENT OF AGRICULTURE, CONSERVATION AND FORESTRY

By: _____
Walter Whitcomb, Commissioner

and

_____

By: Michael Heavener, Town Manager

Total Agreement Amount: $ 95,936.00

Approved: _____
Chair, State Purchases Review Committee
BP54 (Rev 1/12)

The use of this standard form of agreement is controlled by and subject to revision by the Division of Purchases. The current version of this form is available at the Division website (http://www.maine.gov/purchases/info/forms.shtml), or at 9 State House Station, Augusta, Maine 04333-0009.

BP 54 - AGREEMENT TO PURCHASE SERVICES

AdvantageME ACCOUNT CODING

VC NUMBER	DOC TOTAL	FND	DEPT	UNIT		SUB UNIT		OBJ		JOB NO.	PROGRAM
VC1000097204	$ 95,936.00	013	01A	LWCF		33		6331			

VC NUMBER	DOC TOTAL	FND	DEPT	UNIT		SUB UNIT		OBJ		JOB NO.	PROGRAM

VC NUMBER	DOC TOTAL	FND	DEPT	UNIT		SUB UNIT		OBJ		JOB NO.	PROGRAM

VC NUMBER	DOC TOTAL	FND	DEPT	UNIT		SUB UNIT		OBJ		JOB NO.	PROGRAM

VC NUMBER	DOC TOTAL	FND	DEPT	UNIT		SUB UNIT		OBJ		JOB NO.	PROGRAM

VC NUMBER	DOC TOTAL	FND	DEPT	UNIT		SUB UNIT		OBJ		JOB NO.	PROGRAM

VC NUMBER	DOC TOTAL	FND	DEPT	UNIT		SUB UNIT		OBJ		JOB NO.	PROGRAM

RIDER A
SPECIFICATIONS OF WORK TO BE PERFORMED

STATE OF MAINE
DEPARTMENT OF AGRICULTURE, CONSERVATION AND FORESTRY
BUREAU OF PARKS AND LANDS
LAND & WATER CONSERVATION FUND
PROJECT AGREEMENT

Political Subdivision: Town of Winslow

Project Title: Halifax Park Improvement Project

Project Period: 7/15/2014 to 12/31/2015 **Project Number:** 23-00851

Project Scope:
The Town of Winslow will be making improvements to Ft. Halifax Park, an existing LWCF site. The parking lot will be relocated away from the historic structure, a new 60' long pathway will be constructed allowing ADA access and a new welcome display area will be built.

Project Costs: Total $191,872.00 **Federal:** $ 95,936.00 **Local:** $ 95,936.00

THIS AGREEMENT is hereby made between the STATE OF MAINE, by and through the BUREAU OF PARKS & LANDS, hereinafter called the State, and the Town of Winslow hereafter called the Recipient.

WITNESS:

WHEREAS, the United States of America, represented by the Director, National Park Service, United States Department of the Interior, and the State of Maine have entered into an agreement (which, with its attachments and all regulations and provisions incorporated therein, is hereinafter referred to as the Project Agreement) pursuant to the Land and Water Conservation Fund Act of 1965, 78 Stat. 897 (1964) providing for the acquisition and/or construction of the above described project (hereinafter referred to as the Project), for the benefit of the Recipient, and,

WHEREAS, the Project Agreement between the United States of America and the State imposes responsibilities upon the State which the State has assured the United States of America will apply to the Recipient and which the Recipient agrees to perform;

NOW, THEREFORE, for valuable considerations, the State and the Recipient agree as follows:

1. The Project Agreement is hereby attached and made a part of the Agreement, and the Recipient hereby agrees to discharge, perform, and fully satisfy all provisions of the Project Agreement directly or indirectly applicable to the Recipient, and the Recipient further agrees that it shall not, through any act or omission, violate any provision of the Project Agreement.

2. In connection with all phases of the Project, including all work to be performed in the development thereof, the Recipient agrees as follows:

A. The Recipient shall comply with the provisions of the Uniform Relocation and Real Property Acquisition Policies act of 1970 (P.L. 91)646 84 Stat. 1894) including amendments thereto and regulations thereunder, as provided in 1 M.R.S.A 901 et seq.

B. The Recipient agrees to execute and complete the Project in strict accordance with the above referenced Project Scope and the other terms and conditions hereof. Subsequent to this Agreement, any change in the use or any substantial change in the design or arrangement of the Project must have the prior written approval of the State and the National Park Service of the U.S. Department of the Interior.

C. The Recipient shall not advertise any work on the Project for bidding, enter into any contract for work to be performed, or undertake any work on the Project unless and until the Recipient shall have submitted

reasonably detailed plans and specifications for the Project to the State for approval and shall have received written approval of the State.

D. All contracts for work on the Project shall be awarded through competitive bidding and shall be subject to prior approval of the state.

E. The Recipient shall establish a separate account for all funds received and expended in connection with the Project and shall preserve (and permit inspection of) such financial records until an audit is made by the United States Government, but in no case for less than three (3) years following the completion of the Project.

F. The eligibility for reimbursement by the State of any cost incurred or proposed to be incurred in connection with the Project shall be determined by the State Liaison Officer in accordance with the criteria set forth in the National Park Service Manual and any replacements or amendments thereto.

G. The Recipient agrees to repay any funds received for costs determined to be non-allowable by a post audit of the Project account.

3. The Recipient agrees that it shall, at its sole cost and expense, retain title to and management over all land acquired and improvements thereon developed in connection with the Project (such land and improvements hereinafter referred to as the Facilities) and operate the Facilities in a first-class manner for the use of the general public for the lifetime of the Facilities. Without limitation of the foregoing, the Recipient shall, at its sole cost and expense, comply with the following particular requirements:

A. The Recipient shall own and operate the Facilities and shall not sell, assign, transfer, lease, encumber or create or suffer any lien upon, the Facilities or any part thereof. The Facilities shall at all times be used exclusively for public outdoor recreation in accordance with the terms of this Agreement, unless prior written approval of any change of use is obtained from the State and the National Park Service. The Facilities shall be kept open to the public at reasonable hours and times of the year consistent with the types of recreational opportunities offered therein, and shall be open to use and entry by all members of the public, regardless of race, color, creed, national origin, sex or place of residence, who are eligible according to reasonable rules and regulations for the use of the facilities adopted by the Recipient in accordance with the Project Agreement.

B. The Facilities shall be operated and maintained to present an attractive and inviting appearance to the public to the satisfaction of the State Liaison Officer. The Recipient shall provide and maintain adequate sanitation and sanitary facilities and all the Facilities shall be maintained and operated in accordance with the applicable Federal, State and Local laws, ordinances, codes, rules, regulations, and standards. The Recipient shall keep the facilities safe for public use in good, operable condition and repair.

4. Upon request of the State, the Recipient shall, at its own cost and expense, keep any building, improvements or equipment, as designated by the State, forming part of the Facilities, insured against loss or damage by fire, lightning, vandalism, malicious mischief, theft, and such other risks as may be included in the broadest form of extended coverage available in an amount determined from time to time by the State to the full insurable value thereof.

5. Upon request of the State, the Recipient shall, at its own cost and expense, provide and keep in force comprehensive general public liability insurance against claims for personal injury, death or property damage occurring on, in or about the Facilities, or respecting the use of any vehicle or equipment used by the Recipient in connection with the Project or the Facilities, such insurance to be in form and amount determined from time to time by the State.

6. All insurance provided by the Recipient pursuant to this Agreement shall be carried by responsible companies satisfactory to the State. Certificates evidencing such policies shall be furnished to the State and shall require thirty (30) days prior written notice to the State of any cancellation or modification thereof.

7. The Recipient understands and agrees that be executing this Agreement and receiving the benefits hereof, it is irrevocably binding itself to operate, maintain, and care for the Facilities, all at its sole cost and expense, and in accordance with the Provisions of this Agreement. If the Recipient fails to fulfill any of its obligation hereunder, including without limitation of those relating to the operation, insurance, maintenance, and repair of the Facilities, the State may, at its election, in addition to other rights it may have hereunder or at law or in equity, operate and insure the Facilities, provide such maintenance and repairs and/or otherwise perform the obligations of the Recipient for and on account of the Recipient, in which event any amounts so expended by the State shall become an amount due and payable by the Recipient to the State and the Recipient shall promptly reimburse the State for all such amounts. If the Recipient fails to make such payment promptly upon request, the State may withhold all or any part of any other monies which may be payable to the Recipient under other State programs, by invoking the provisions of 5 M.R.S.A. #113 or otherwise.

8. The Recipient shall post in a prominent place on the Facilities, and shall maintain in good condition, a sign, approved by the State, giving public acknowledgment of assistance from the Land and Water Conservation Fund.

9. The Project and the Facilities, and all records pertaining thereto, shall at all reasonable times be open and available for inspection by the State, its agents and designees.

10. The Recipient shall indemnify, defend, and save the State harmless from and against any and all claims, expenses, damages, injuries, liabilities and costs (including reasonable attorneys' fees and court costs) arising out of or in any way in connection with the construction, operation, use, or maintenance of the Project and the Facilities or any accident or occurrences therein or thereon.

11. The provisions of 5 M.R.S.A #784(2), regarding nondiscrimination in employment, are hereby incorporated into this Agreement by reference as if the same were set out in full herein.

12. **The following terms and conditions are made a part of this Agreement**:

a. The conversion restrictions of Sec. 6.f. of the Land and Water Conservation Fund Act apply to that area shown on the attached Project Area Map. Specifically, the LWCF Act states in Section 6(f)(3), as amended, "no property acquired or developed with assistance under this section, shall, without the approval of the Secretary (of the Interior), be converted to other than public outdoor recreation uses."

b. The project site shall be adequately signed to indicate that it is a public recreation facility.

c. The State will turn over to the **Town of Winslow** all funds granted hereunder upon submission of approved reimbursement request(s).

d. The **Town of Winslow** will post and maintain on site all signs required under the Land and Water Conservation Fund Act, including but not limited to, acknowledgement of LWCF assistance and Title VI of the Civil Rights Act.

e. The **Town of Winslow** will submit Project Inspection Reports every five (5) years commencing five (5) years from the date of project close-out (final project reimbursement).

IN WITNESS WHEREOF, the parties hereto have, by their duly authorized agents, executed this Agreement as of the date entered below.

Date: _____

STATE OF MAINE

By: _____
Mick Rogers

Title: Alternate State Liaison Officer

RECIPIENT

Sponsor: Town of Winslow

By: _____
Signature

Michael Heavener

Title: Town Manager

RIDER B
METHOD OF PAYMENT AND OTHER PROVISIONS

1. **AGREEMENT AMOUNT** $ 95,936.00

2. **INVOICES AND PAYMENTS** The Department will pay the Provider as follows:

The provider will submit invoices as costs are incurred and will be reimbursed up to 50% of all costs incurred since July 15, 2014. Invoices will not be processed for payment without the following information. Dates of Service/work performed description of services, hourly/unit costs and location of work performed.

Payments are subject to the Provider's compliance with all items set forth in this Agreement and subject to the availability of funds. The Department will process approved payments within 30 days.

3. **BENEFITS AND DEDUCTIONS** If the Provider is an individual, the Provider understands and agrees that he/she is an independent contractor for whom no Federal or State Income Tax will be deducted by the Department, and for whom no retirement benefits, survivor benefit insurance, group life insurance, vacation and sick leave, and similar benefits available to State employees will accrue. The Provider further understands that annual information returns, as required by the Internal Revenue Code or State of Maine Income Tax Law, will be filed by the State Controller with the Internal Revenue Service and the State of Maine Bureau of Revenue Services, copies of which will be furnished to the Provider for his/her Income Tax records.

4. **INDEPENDENT CAPACITY** In the performance of this Agreement, the parties hereto agree that the Provider, and any agents and employees of the Provider shall act in the capacity of an independent contractor and not as officers or employees or agents of the State.

5. **DEPARTMENT'S REPRESENTATIVE** The Agreement Administrator shall be the Department's representative during the period of this Agreement. He/she has authority to curtail services if necessary to ensure proper execution. He/she shall certify to the Department when payments under the Agreement are due and the amounts to be paid. He/she shall make decisions on all claims of the Provider, subject to the approval of the Commissioner of the Department.

6. **AGREEMENT ADMINISTRATOR** All progress reports, correspondence and related submissions from the Provider shall be submitted to:

Name:	Mick Rogers
Title:	Alternate State Liaison Officer
Address:	State House Station 124, Augusta, Me 04333-0124
E-mail:	mick.rogers@maine.gov
Phone:	207-287-4962

who is designated as the Agreement Administrator on behalf of the Department for this Agreement, except where specified otherwise in this Agreement.

7. **CHANGES IN THE WORK** The Department may order changes in the work, the Agreement Amount being adjusted accordingly. Any monetary adjustment or any substantive change in the work shall be

in the form of an amendment, signed by both parties and approved by the State Purchases Review Committee. Said amendment must be effective prior to execution of the work.

8. **SUB-AGREEMENTS** Unless provided for in this Agreement, no arrangement shall be made by the Provider with any other party for furnishing any of the services herein contracted for without the consent and approval of the Agreement Administrator. Any sub-agreement hereunder entered into subsequent to the execution of this Agreement must be annotated "approved" by the Agreement Administrator before it is reimbursable hereunder. This provision will not be taken as requiring the approval of contracts of employment between the Provider and its employees assigned for services thereunder.

9. **SUBLETTING, ASSIGNMENT OR TRANSFER** The Provider shall not sublet, sell, transfer, assign or otherwise dispose of this Agreement or any portion thereof, or of its right, title or interest therein, without written request to and written consent of the Agreement Administrator. No subcontracts or transfer of agreement shall in any case release the Provider of its liability under this Agreement.

10. **EQUAL EMPLOYMENT OPPORTUNITY** During the performance of this Agreement, the Provider agrees as follows:

a. The Provider shall not discriminate against any employee or applicant for employment relating to this Agreement because of race, color, religious creed, sex, national origin, ancestry, age, physical or mental disability, or sexual orientation, unless related to a bona fide occupational qualification. The Provider shall take affirmative action to ensure that applicants are employed and employees are treated during employment, without regard to their race, color, religion, sex, age, national origin, physical or mental disability, or sexual orientation.

Such action shall include but not be limited to the following: employment, upgrading, demotions, or transfers; recruitment or recruitment advertising; layoffs or terminations; rates of pay or other forms of compensation; and selection for training including apprenticeship. The Provider agrees to post in conspicuous places available to employees and applicants for employment notices setting forth the provisions of this nondiscrimination clause.

b. The Provider shall, in all solicitations or advertising for employees placed by or on behalf of the Provider relating to this Agreement, state that all qualified applicants shall receive consideration for employment without regard to race, color, religious creed, sex, national origin, ancestry, age, physical or mental disability, or sexual orientation.

c. The Provider shall send to each labor union or representative of the workers with which it has a collective bargaining agreement, or other agreement or understanding, whereby it is furnished with labor for the performance of this Agreement a notice to be provided by the contracting agency, advising the said labor union or workers' representative of the Provider's commitment under this section and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

d. The Provider shall inform the contracting Department's Equal Employment Opportunity Coordinator of any discrimination complaints brought to an external regulatory body (Maine Human Rights Commission, EEOC, Office of Civil Rights) against their agency by any individual as well as any lawsuit regarding alleged discriminatory practice.

e. The Provider shall comply with all aspects of the Americans with Disabilities Act (ADA) in employment and in the provision of service to include accessibility and reasonable accommodations for employees and clients.

f. Contractors and subcontractors with contracts in excess of $50,000 shall also pursue in good faith affirmative action programs.

g. The Provider shall cause the foregoing provisions to be inserted in any subcontract for any work covered by this Agreement so that such provisions shall be binding upon each subcontractor, provided that the foregoing provisions shall not apply to contracts or subcontracts for standard commercial supplies or raw materials.

11. **EMPLOYMENT AND PERSONNEL** The Provider shall not engage any person in the employ of any State Department or Agency in a position that would constitute a violation of 5 MRSA § 18 or 17 MRSA § 3104. The Contractor shall not engage on a full-time, part-time or other basis during the period of this Agreement, any other personnel who are or have been at any time during the period of this Agreement in the employ of any State Department or Agency, except regularly retired employees, without the written consent of the State Purchases Review Committee. Further, the Provider shall not engage on this project on a full-time, part-time or other basis during the period of this Agreement any retired employee of the Department who has not been retired for at least one year, without the written consent of the State Purchases Review Committee. The Provider shall cause the foregoing provisions to be inserted in any subcontract for any work covered by this Agreement so that such provisions shall be binding upon each subcontractor, provided that the foregoing provisions shall not apply to contracts or subcontracts for standard commercial supplies or raw materials.

12. **STATE EMPLOYEES NOT TO BENEFIT** No individual employed by the State at the time this Agreement is executed or any time thereafter shall be admitted to any share or part of this Agreement or to any benefit that might arise therefrom directly or indirectly that would constitute a violation of 5 MRSA § 18 or 17 MRSA § 3104. No other individual employed by the State at the time this Agreement is executed or any time thereafter shall be admitted to any share or part of this Agreement or to any benefit that might arise therefrom directly or indirectly due to his employment by or financial interest in the Provider or any affiliate of the Provider, without the written consent of the State Purchases Review Committee. The Provider shall cause the foregoing provisions to be inserted in any subcontract for any work covered by this Agreement so that such provisions shall be binding upon each subcontractor, provided that the foregoing provisions shall not apply to contracts or subcontracts for standard commercial supplies or raw materials.

13. **WARRANTY** The Provider warrants that it has not employed or contracted with any company or person, other than for assistance with the normal study and preparation of a proposal, to solicit or secure this Agreement and that it has not paid, or agreed to pay, any company or person, other than a bona fide employee working solely for the Provider, any fee, commission, percentage, brokerage fee, gifts, or any other consideration, contingent upon, or resulting from the award for making this Agreement. For breach or violation of this warranty, the Department shall have the right to annul this Agreement without liability or, in its discretion to otherwise recover the full amount of such fee, commission, percentage, brokerage fee, gift, or contingent fee.

14. **ACCESS TO RECORDS** As a condition of accepting a contract for services under this section, a contractor must agree to treat all records, other than proprietary information, relating to personal services work performed under the contract as public records under the freedom of access laws to the same extent as if the work were performed directly by the department or agency. For the purposes of this subsection, "proprietary information" means information that is a trade secret or commercial or financial information, the disclosure of which would impair the competitive position of the contractor and would make available information not otherwise publicly available. Information relating to wages and benefits of the employees performing the personal services work under the contract and information concerning employee and contract oversight and accountability procedures and systems are not proprietary information. The Provider shall maintain all books,

documents, payrolls, papers, accounting records and other evidence pertaining to this Agreement and make such materials available at its offices at all reasonable times during the period of this Agreement and for such subsequent period as specified under Maine Uniform Accounting and Auditing Practices for Community Agencies (MAAP) rules. The Provider shall allow inspection of pertinent documents by the Department or any authorized representative of the State of Maine or Federal Government, and shall furnish copies thereof, if requested. This subsection applies to contracts, contract extensions and contract amendments executed on or after October 1, 2009.

15. **TERMINATION** The performance of work under the Agreement may be terminated by the Department in whole, or in part, whenever for any reason the Agreement Administrator shall determine that such termination is in the best interest of the Department. Any such termination shall be effected by delivery to the Provider of a Notice of Termination specifying the extent to which performance of the work under the Agreement is terminated and the date on which such termination becomes effective. The Agreement shall be equitably adjusted to compensate for such termination, and modified accordingly.

16. **GOVERNMENTAL REQUIREMENTS** The Provider warrants and represents that it will comply with all governmental ordinances, laws and regulations.

17. **GOVERNING LAW** This Agreement shall be governed in all respects by the laws, statutes, and regulations of the United States of America and of the State of Maine. Any legal proceeding against the State regarding this Agreement shall be brought in State of Maine administrative or judicial forums. The Provider consents to personal jurisdiction in the State of Maine.

18. **STATE HELD HARMLESS** The Provider agrees to indemnify, defend and save harmless the State, its officers, agents and employees from any and all claims, costs, expenses, injuries, liabilities, losses and damages of every kind and description (hereinafter in this paragraph referred to as "claims") resulting from or arising out of the performance of this Agreement by the Provider, its employees, agents, or subcontractors. Claims to which this indemnification applies include, but without limitation, the following: (i) claims suffered or incurred by any contractor, subcontractor, materialman, laborer and any other person, firm, corporation or other legal entity (hereinafter in this paragraph referred to as "person") providing work, services, materials, equipment or supplies in connection with the performance of this Agreement; (ii) claims arising out of a violation or infringement of any proprietary right, copyright, trademark, right of privacy or other right arising out of publication, translation, development, reproduction, delivery, use, or disposition of any data, information or other matter furnished or used in connection with this Agreement; (iii) Claims arising out of a libelous or other unlawful matter used or developed in connection with this Agreement; (iv) claims suffered or incurred by any person who may be otherwise injured or damaged in the performance of this Agreement; and (v) all legal costs and other expenses of defense against any asserted claims to which this indemnification applies. This indemnification does not extend to a claim that results solely and directly from (i) the Department's negligence or unlawful act, or (ii) action by the Provider taken in reasonable reliance upon an instruction or direction given by an authorized person acting on behalf of the Department in accordance with this Agreement.

19. **NOTICE OF CLAIMS** The Provider shall give the Contract Administrator immediate notice in writing of any legal action or suit filed related in any way to the Agreement or which may affect the performance of duties under the Agreement, and prompt notice of any claim made against the Provider by any subcontractor which may result in litigation related in any way to the Agreement or which may affect the performance of duties under the Agreement.

20. **APPROVAL** This Agreement must have the approval of the State Controller and the State Purchases Review Committee before it can be considered a valid, enforceable document.

21. **LIABILITY INSURANCE** The Provider shall keep in force a liability policy issued by a company fully licensed or designated as an eligible surplus line insurer to do business in this State by the Maine Department of Professional & Financial Regulation, Bureau of Insurance, which policy includes the activity to be covered by this Agreement with adequate liability coverage to protect itself and the Department from suits. Providers insured through a "risk retention group" insurer prior to July 1, 1991 may continue under that arrangement. Prior to or upon execution of this Agreement, the Provider shall furnish the Department with written or photocopied verification of the existence of such liability insurance policy.

22. **NON-APPROPRIATION** Notwithstanding any other provision of this Agreement, if the State does not receive sufficient funds to fund this Agreement and other obligations of the State, if funds are de-appropriated, or if the State does not receive legal authority to expend funds from the Maine State Legislature or Maine courts, then the State is not obligated to make payment under this Agreement.

23. **SEVERABILITY** The invalidity or unenforceability of any particular provision or part thereof of this Agreement shall not affect the remainder of said provision or any other provisions, and this Agreement shall be construed in all respects as if such invalid or unenforceable provision or part thereof had been omitted.

24. **INTEGRATION** All terms of this Agreement are to be interpreted in such a way as to be consistent at all times with the terms of Rider B (except for expressed exceptions to Rider B included in Rider C), followed in precedence by Rider A, and any remaining Riders in alphabetical order.

25. **FORCE MAJEURE** The Department may, at its discretion, excuse the performance of an obligation by a party under this Agreement in the event that performance of that obligation by that party is prevented by an act of God, act of war, riot, fire, explosion, flood or other catastrophe, sabotage, severe shortage of fuel, power or raw materials, change in law, court order, national defense requirement, or strike or labor dispute, provided that any such event and the delay caused thereby is beyond the control of, and could not reasonably be avoided by, that party. The Department may, at its discretion, extend the time period for performance of the obligation excused under this section by the period of the excused delay together with a reasonable period to reinstate compliance with the terms of this Agreement.

26. **SET-OFF RIGHTS** The State shall have all of its common law, equitable and statutory rights of set-off. These rights shall include, but not be limited to, the State's option to withhold for the purposes of set-off any monies due to the Provider under this Agreement up to any amounts due and owing to the State with regard to this Agreement, any other Agreement, any other Agreement with any State department or agency, including any Agreement for a term commencing prior to the term of this Agreement, plus any amounts due and owing to the State for any other reason including, without limitation, tax delinquencies, fee delinquencies or monetary penalties relative thereto. The State shall exercise its set-off rights in accordance with normal State practices including, in cases of set-off pursuant to an audit, the finalization of such audit by the State agency, its representatives, or the State Controller.

27. **ENTIRE AGREEMENT** This document contains the entire Agreement of the parties, and neither party shall be bound by any statement or representation not contained herein. No waiver shall be deemed to have been made by any of the parties unless expressed in writing and signed by the waiving party. The parties expressly agree that they shall not assert in any action relating to the Agreement that any implied waiver occurred between the parties which is not expressed in writing. The failure of any party to insist in any one or more instances upon strict performance of any of the terms or provisions of the Agreement, or to exercise an option or election under the Agreement, shall not be construed as a waiver or relinquishment for the future of such terms, provisions, option or election, but the same shall continue in full force and effect, and no waiver by any party of any one or more of its rights or remedies under the Agreement shall be deemed to be a waiver of any prior or subsequent rights or remedy under the Agreement or at law.

RIDER C
EXCEPTIONS TO RIDER B

None.

RIDER E

Shall consult with Maine Historic Preservation Commission prior to ground disturbance as required by response from the Historic Preservation Commission

RIDER F

Not Required: For use at Department's Discretion

N/A

RIDER G
IDENTIFICATION OF COUNTRY IN WHICH CONTRACTED WORK WILL BE PERFORMED

Please identify the country in which the services purchased through this contract will be performed:

☐ **United States. Please identify state: ____**

☐ **Other. Please identify country: ____**

Notification of Changes to the Information

The Provider agrees to notify the Division of Purchases of any changes to the information provided above.