

**7:00PM Board of Selectmen Meeting
Topsham Municipal Building
Donald A. Russell Meeting Room
July 20, 2017**

Pledge of Allegiance –

Roll Call of Board Members –

Town Manager's Report –

Board and Committee Reports and Updates –

- Update from the History Committee- Ralph Williams
- Update from the Brunswick-Topsham Water District – Yvette Meunier and Stu Kay
- Update from the Topsham Sewer District –Chris LeClerc, Paul Rossingnol and Mark Ponziani
- Update from the Planning Dept on the Paper Street inventory in preparation for the September 2017 disposition deadline- Rod Melanson, Town Planner

Public Comment –

Correspondence –

Adjustments to the Agenda –

Consent Calendar –

1. Approval of the minutes of the Regular Selectmen meeting 6-15-2017.
2. Approval of the minutes of the Special Selectmen meeting 6-26-2017.

Public Hearing –

Unfinished Business –

Old Business –

New Business –

17-60- Consideration and any appropriate action authorizing the Town Manager to sign a Land for Maines Future Project Agreement for the “Direnzo” parcel at Head of Tide Park.

17-61- Consideration and any appropriate action on Police Department’s acceptance of bids for the purchase of three cruisers.

17-62- Consideration and any appropriate action on the Police Department submitting a grant request for a ballistic vest for K-9 Jobe.

Executive Session-

17-63- Consideration and any appropriate action to enter into Executive Session to discuss a personnel matter pursuant to 1 M.R.S.A. § 405 (6) (A)

Any public member desiring to address the Board shall be recognized by the Chair, shall state name and address for the record, and shall limit remarks to the question under discussion. All remarks and questions addressed to the administration of Town shall be addressed to the Town Manager or the Board of Municipal Officers through the Chair and not to any municipal town employee. No person other than members of the Board and the person having the floor shall enter into any discussion either directly or through a member of the Board without the permission of the presiding officer.

Public members attending Board Meetings also shall observe the same rules of propriety, decorum, and good conduct applicable to the members of the Board. Any person making personal impertinent and slanderous remarks, or who becomes boisterous while addressing the Board or those attending the Board meeting shall be removed from the room if so directed by the presiding officer. Aggravated cases shall be prosecuted on appropriate complaint signed by the presiding officer. In case the presiding officer should fail to act, any member of the Board may move to require the Chair to act to enforce the rules, and the affirmative vote of the Board shall require the presiding officer to act. 05/29/2003

MEMORANDUM

To: Rich Roedner, Town Manager
From: Rod Melanson, Planning Director
Date: July 10, 2017
Re: Paper Street Update

The Planning Office and Assessing Office would like to offer a recommendation on a process to address municipal “paper” streets as the deadline for retaining/ disposing of these streets approaches.

In September of 1997 the Town recorded a list of streets to retain for 20 years. Based upon Maine Statute MRS Title 23 Section 3032 (attached) the town must decide upon extending the “unknown paper street rights” as described in state statute.

Process:

Short Term (Pre September 2017)

1. Selectboard reviews inventory report of paper streets Prior to September 2017
 - a. Confirm 1997 Paper Street Inventory List
 - i. Attached report (research conducted by Bowdoin College Fellow with guidance from Assessing and panning office)

Long Term

1. Develop a process to review each unknown paper street
 - a. Map each “paper street” and create digital parcel (Done)
 - b. Review by Cons Comm/ Planning Board/ Staff/ Town Attorney (when necessary)
– recommendations to Select Board per Street (2 Years)
 - c. Public Engagement plan (through board reviews)
2. Create a final recommendation report
 - a. Include all recommendations for retainage
 - b. Include all recommendations for disposal

Based upon recommendations on how to proceed from the Select Board, we believe there will be a number of streets that could be immediately disposed of, and a number that may need further review. We will be returning to the Select board in August to prepare a formal vote prior to the September deadline.

Topsham Paper Street Report
2017

In 1997, the state required all municipalities to take action on their 'paper streets' – the right-of-ways outlined in subdivision plans that were never constructed but are still owned by the town. Topsham chose to extend their rights on most of their paper streets for a 20 year time period, which is now coming to end. The following report is designed to help decide the ultimate fate of the town's remaining paper streets, providing an inventory of their current location and status.

Based on descriptions in the 1997 notice and relevant development plans, each street was mapped using GIS. With this software, the length of each street was calculated, rough estimates were made as to whether there might be existing water or sewer infrastructure in the street area, and streets bordering open spaces were recorded. Additionally, each street site was visited and photographed to verify its current use.

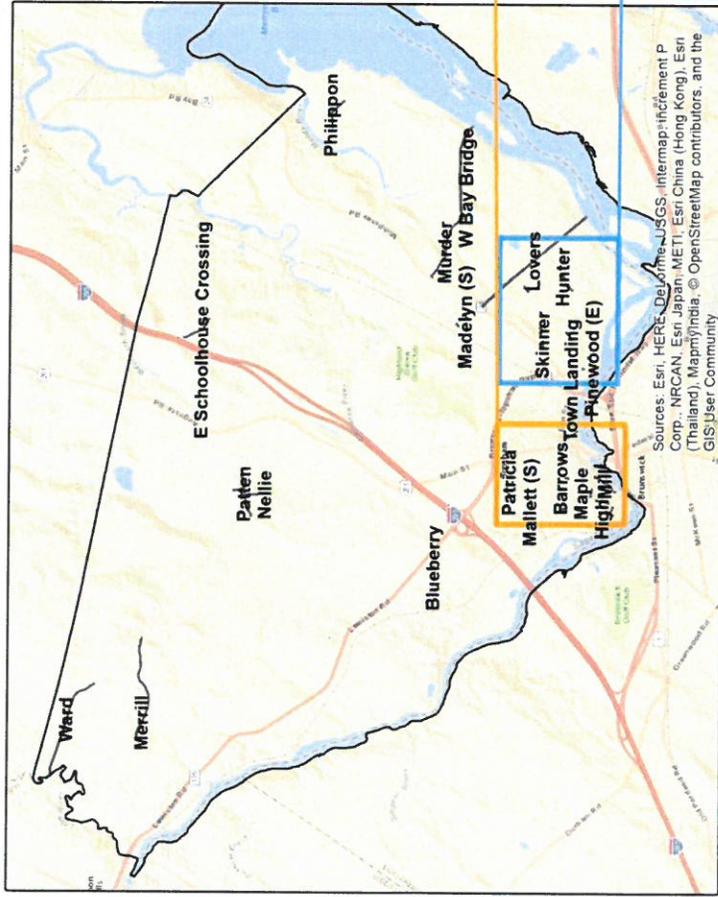
The report finds that Topsham currently owns 36 paper streets. These range from paved roadways, private driveways, unofficial trails, and completely undeveloped land. Each street is outlined in the following pages so that the town may decide to retain rights or vacate the property.

Inventory table.

ID	Name	Book/Page	Length (ft)	Water	Sewer	Private drive	Trail	Open space proximity	Survey status
001	Phillippon Dr	13/57	1838	N/A	N/A	X		yes/IFW	unpaved private road to multiple houses; becomes undeveloped land at the bend
002	Barrows Dr	8/30	219	surrounding	surrounding			no	dead end of paved road; currently occupied by small footpath
003	E Bay Bridge Rd	1858 town map	1258	N/A	N/A			no	unpaved road that turns into a tire track road
004	Blueberry Ln	9/34A	224	no	no			no	undeveloped forested area between two homes dead ends at a private driveway; remains undeveloped until Oak
005	High St	1/23	733	surrounding	no	X		no	begins with paved private driveway which curves off; then becomes undeveloped land paved from Middlesex to Bay Park ; then recreational trail; later indiscernible around Foreside
006	Hunter Ln ext	18/50	400	surrounding	no	X		no	unpaved road that accesses private driveways; dead ends into tire tracks into undeveloped land
007	Lover's Ln	1786 town map	7693	yes	no		X	no	unpaved road
008	Maple St ext	1/34	438	surrounding	surrounding			no	paved walking/biking path along Androscoggin River
009	Merrill Rd	town map	6037	N/A	N/A			yes/electric	private property unpaved road
010	Mill Rd	1/52	1465	surrounding	surrounding		X	yes/electric	impassible by car; undeveloped
011	Murder Rd	1858 town map	3203	N/A	N/A	X		yes/cemetery	impassible by car; undeveloped
012	Nellie Way	15/58	684	N/A	N/A			no	unpaved road that dead ends at a private driveway
013	Ralph Ln	15/58	588	N/A	N/A			no	not clearly demarcated; partially occupied by property; most likely forgotten about
014	North St	1/52	524	surrounding	surrounding	X		no	paved road called Anthony Ave
015	View St (S)	3/45	391	surrounding	no	X		no	paved footpath to new development
016	Mallett Dr (NE)	8/4	145	yes	no			no	paved road to new development called Marilyne Way
017	Mallett Dr (NW)	8/4	142	no	no		X	no	occupied by private driveway and lawn space
018	Mallett Dr (S)	8/4	139	no	no			yes/green space	occupied by private driveway and lawn space
019	Pinewood Dr (E)	6/30	102	surrounding	surrounding	X		no	occupied by private driveway and lawn space
020	Pinewood Dr (W)	6/30	103	surrounding	surrounding	X		no	occupied by private driveway and lawn space

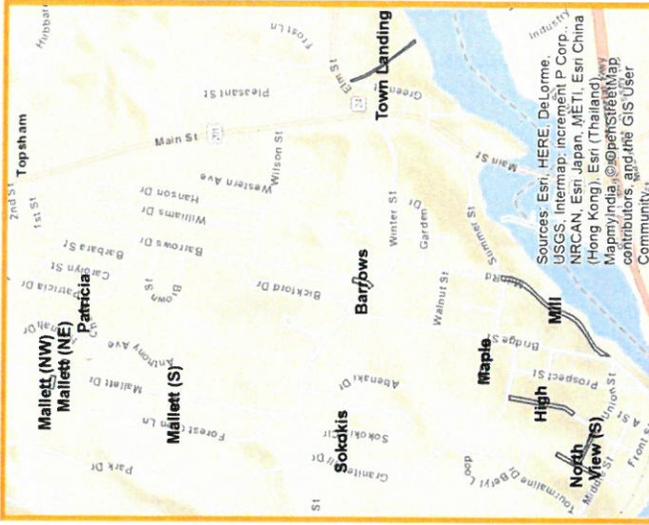
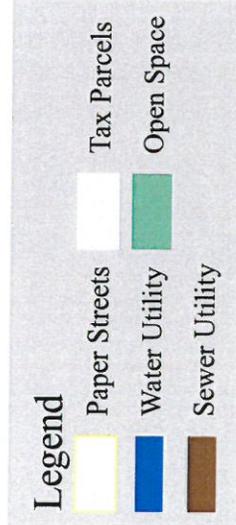
021	Patricia Dr	8/30	106	yes	yes				yes/common land	paved road called Chad Ln
022	Homeplace (E)	18/79	212	no	surrounding				no	undeveloped forested area between two homes with small footprint
023	Homeplace (W)	18/79	209	no	surrounding				no	undeveloped forested area between two homes with small dead end footprint
024	Thomas Ave	7/42	127	no	surrounding		X		yes/town owned	dirt road to sports field; lined with trees on left and lined with house fence on right
025	Somerset Place	11/15	196	no	yes				yes/electric	currently being paved to connect to a new development
026	Sokokis Circle	8/10	123	no	surrounding				no	undeveloped forested area between two homes
027	Goldeneye Dr/Merganser Ln	18/51	353	no	surrounding				no	cleared grass crosssection between Goldeneye and Merganser despite one large tree
028	Madelyn Ave (N)	25/15	214	no	surrounding				no	overgrown dirt road with no discernable destination
029	Madelyn Ave (S)	25/15	283	no	surrounding				no	overgrown cleared area with no discernable destination
030	Skinner Rd	7/42A	330	no	surrounding				no	undeveloped forested area between a home and a grass bar lining Middlesex Rd
031	Town Landing Rd	1858 town map	828	surrounding	surrounding		X		no	developed by government; partially paved and partially trail
032	Ward Rd	1858 town map	5948	N/A	N/A		X		yes/tax acquired	unpaved road; private property signs
033	W Bay Bridge Rd	1858 town map	4682	N/A	N/A				no	paved road that turns into an overgrown dirt road
034	E School House Crossing Rd	1858 town map	1843	N/A	N/A		X		no	paved road that dead ends into a private property unpaved road
035	View St (N)	6/46A	133	no	surrounding		X		no	occupied by private drive and property; essentially completely developed upon
036	Patten Ln	15/58	2450	N/A	N/A				yes/BTLT	unpaved road that dead ends into tire tracks impassible by car

Map showing relative locations of all paper streets.

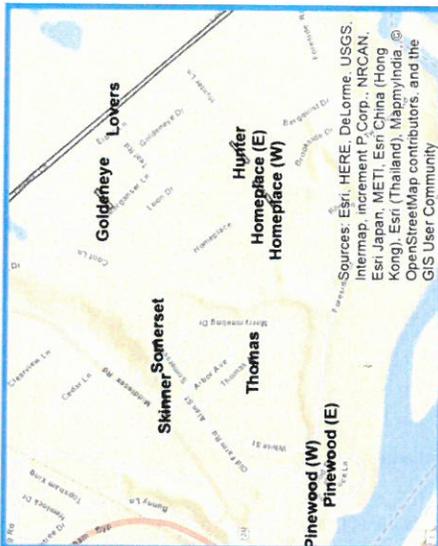


Sources: Esri, HERE, DeLorme, USGS, Intermap, increment P Corp., NRCAN, Esri Japan, METI, Esri China (Hong Kong), Esri (Thailand), MapmyIndia, © OpenStreetMap contributors, and the GIS User Community

Legend for the detail maps in the following pages.

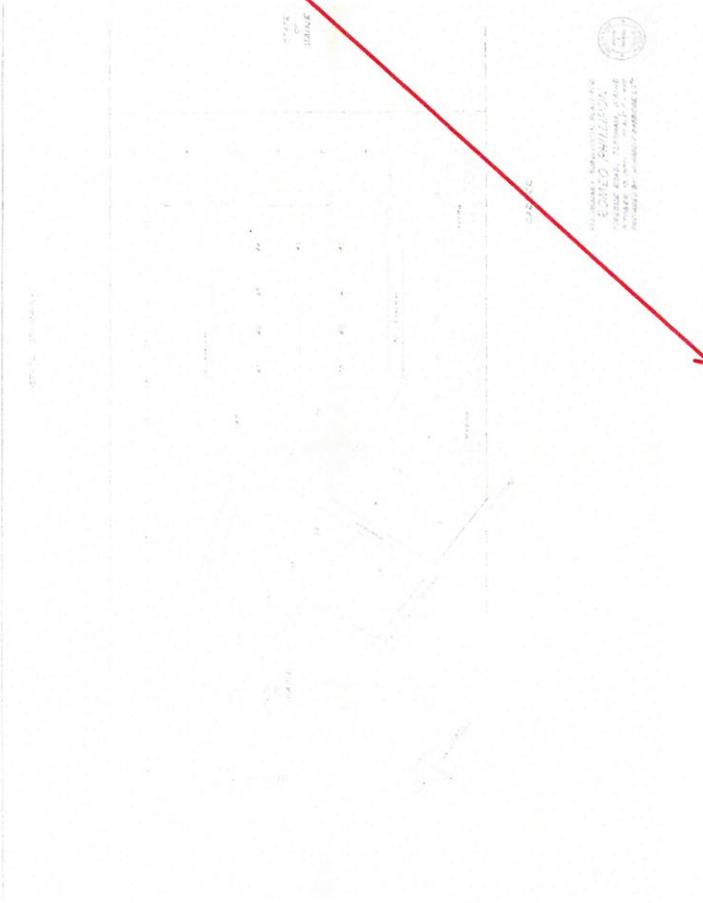


Sources: Esri, HERE, DeLorme, USGS, Intermap, increment P Corp., NRCAN, Esri Japan, METI, Esri China (Hong Kong), Esri (Thailand), MapmyIndia, © OpenStreetMap contributors, and the GIS User Community

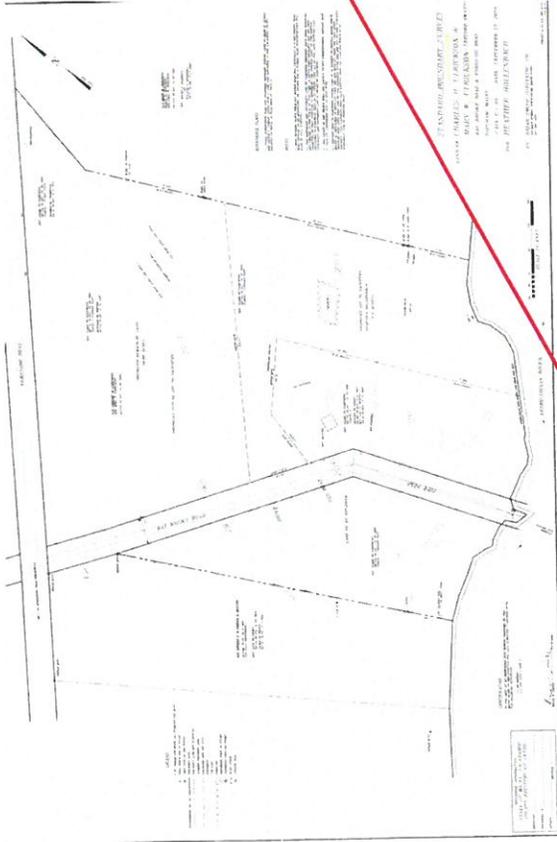


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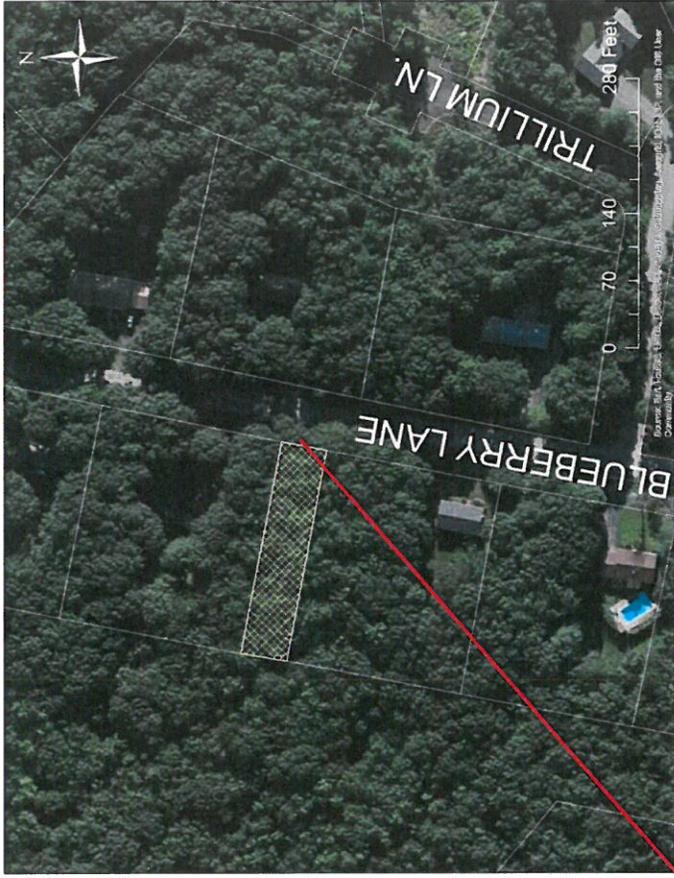
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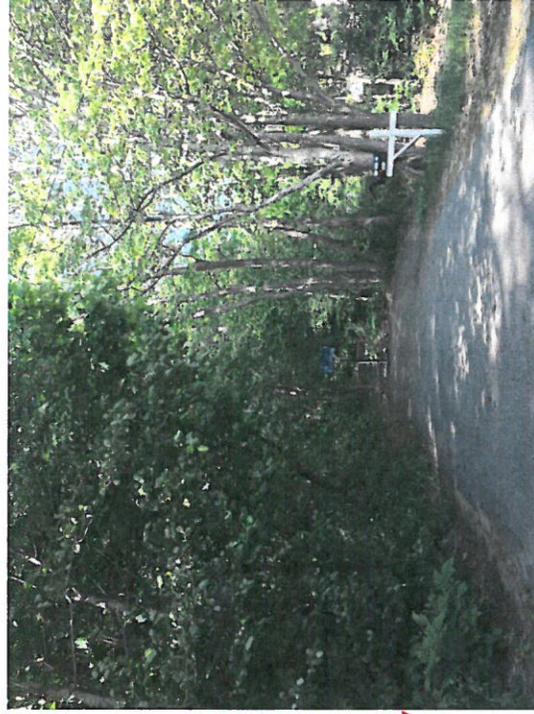
3. E Bay Bridge Rd



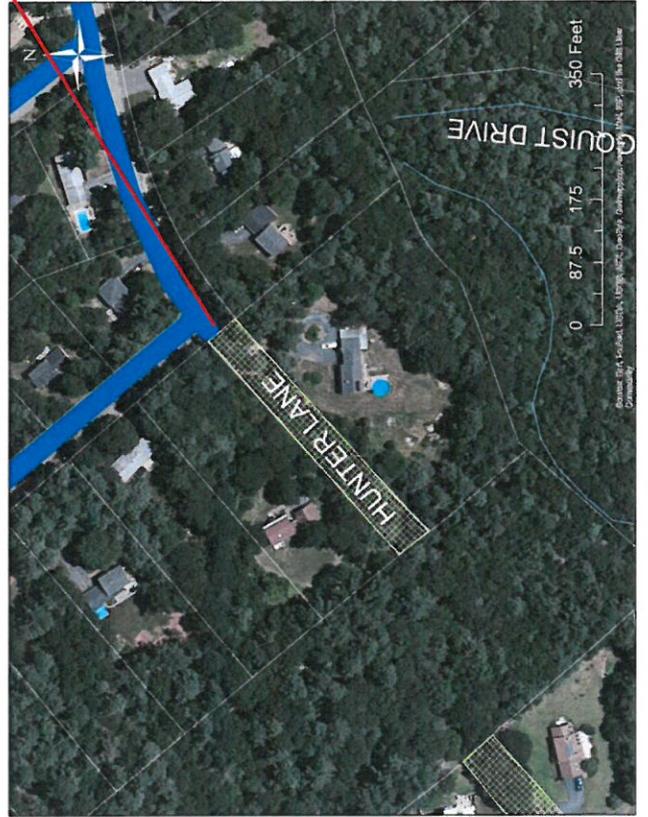
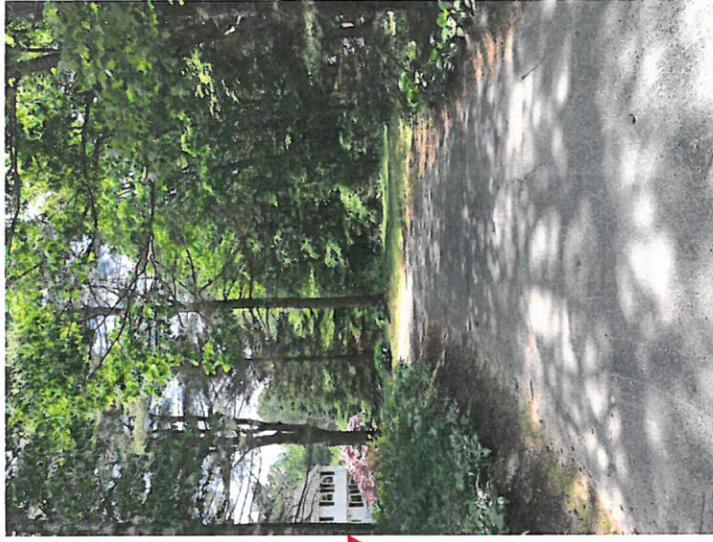
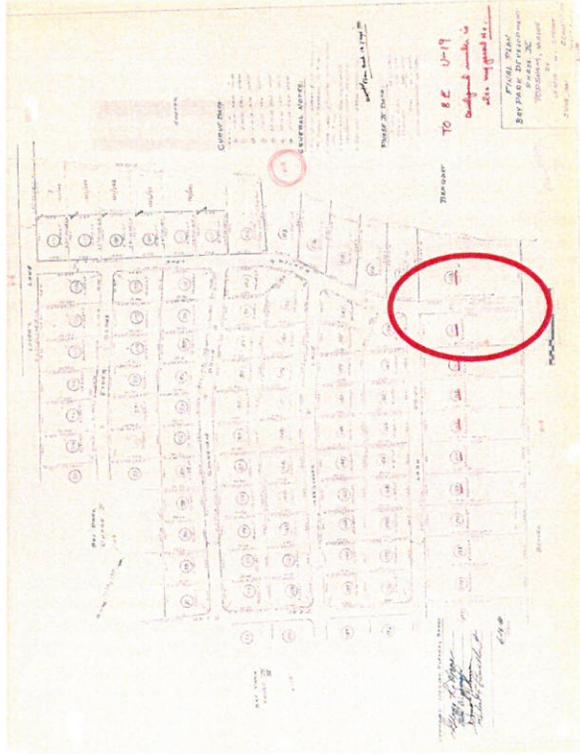
4. Blueberry Ln



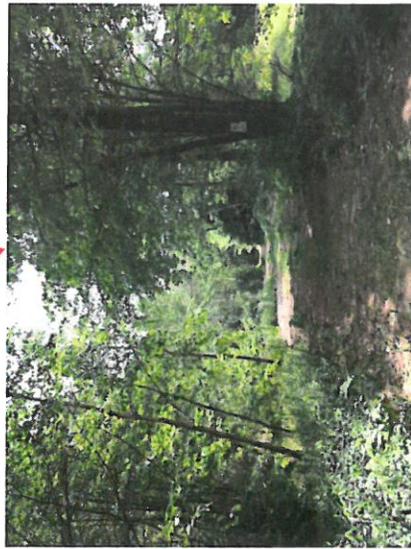
5. High St



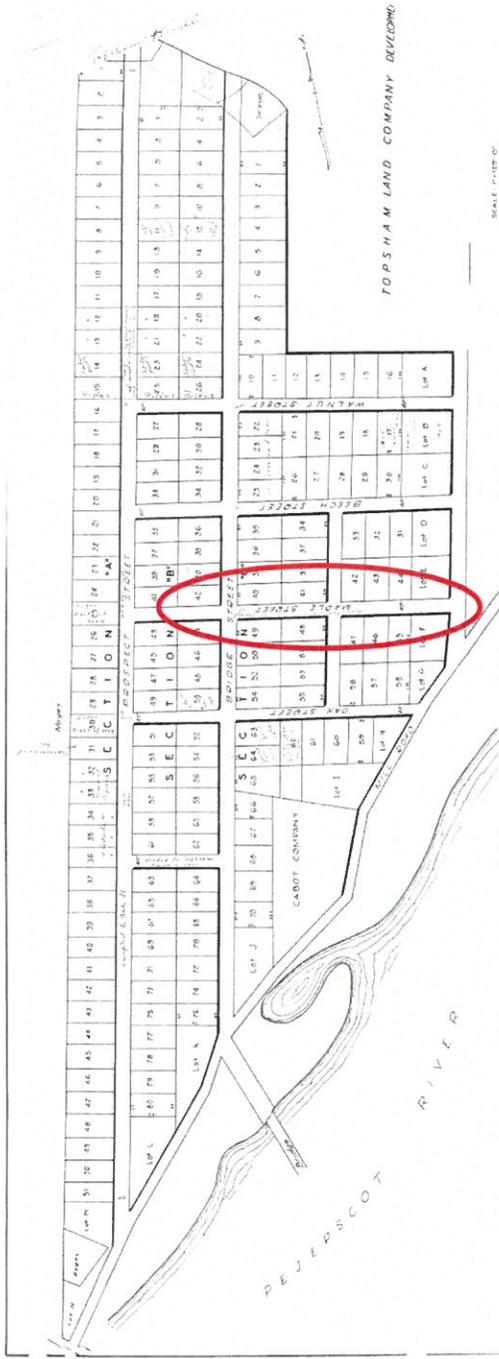
6. Hunter Ln ext



7. Lover's Ln



8. Maple St ext

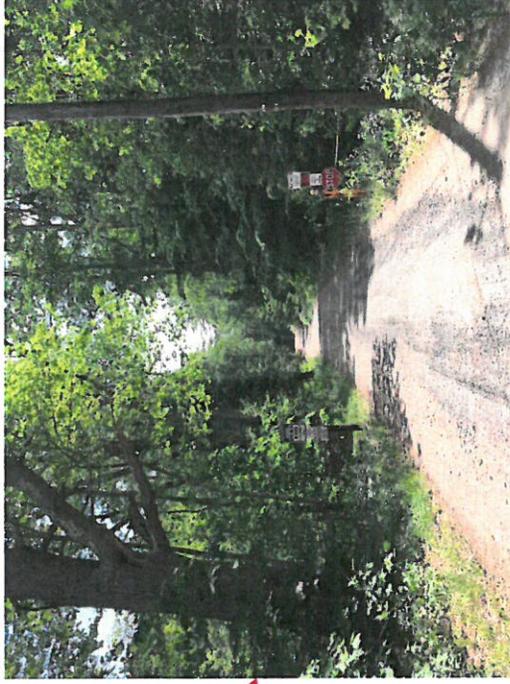


10. Mill Rd



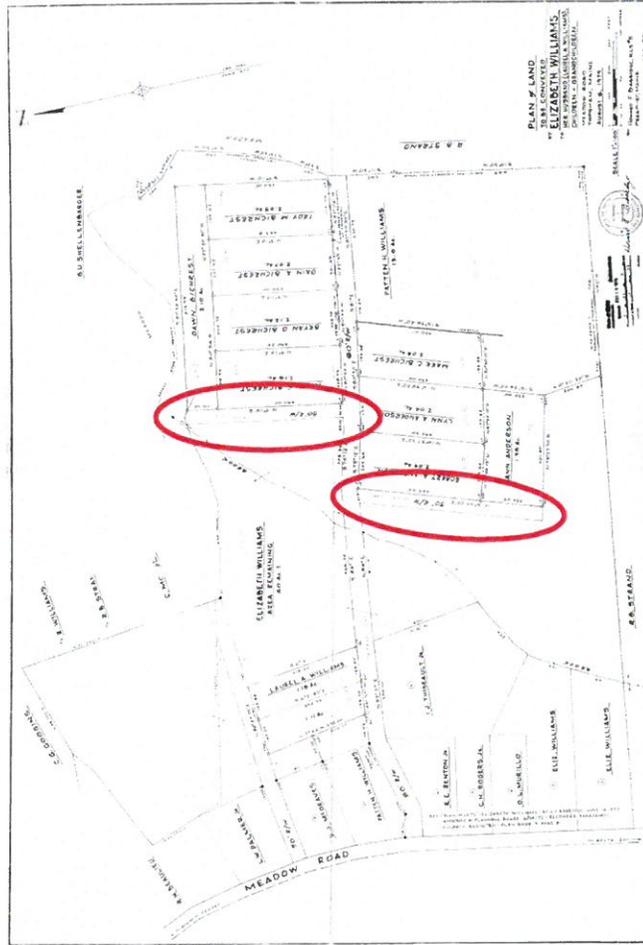
11. Murder Rd

No plan found.

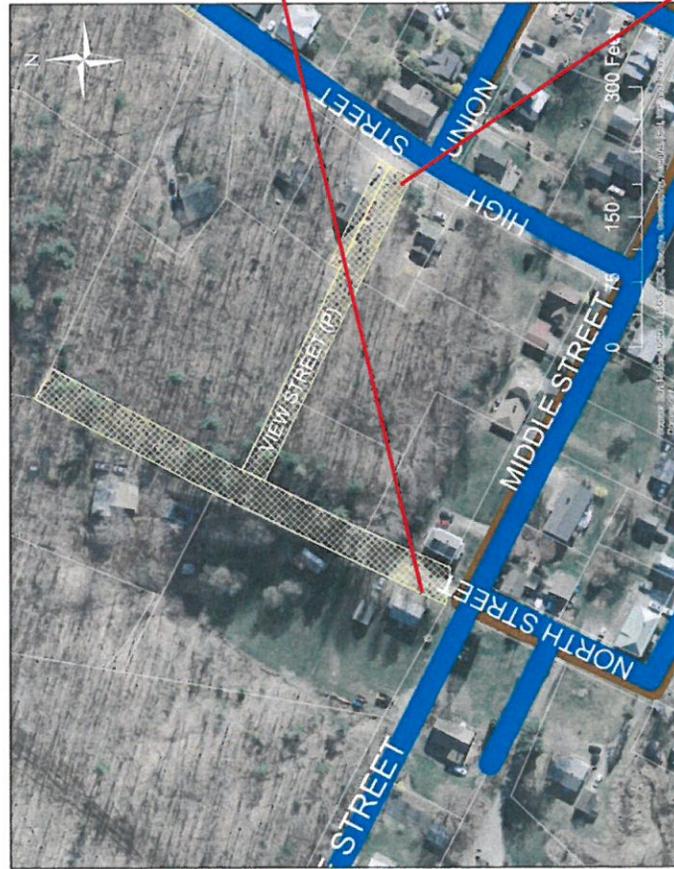
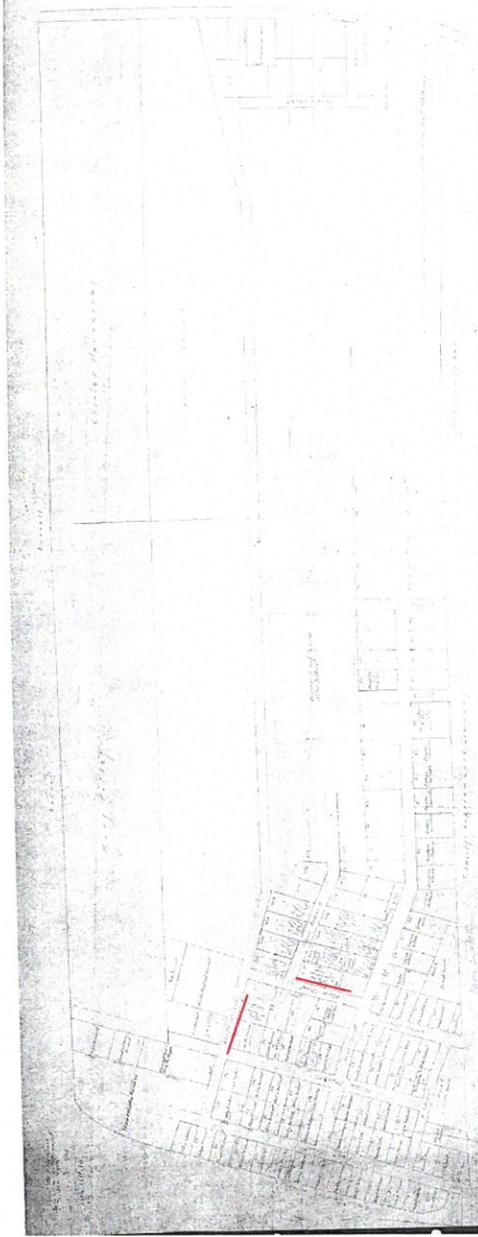


- 12. Nellie Way
- 13. Ralph Lane

Site inaccessible by car; no photo taken.



- 14. North St
- 15. View St



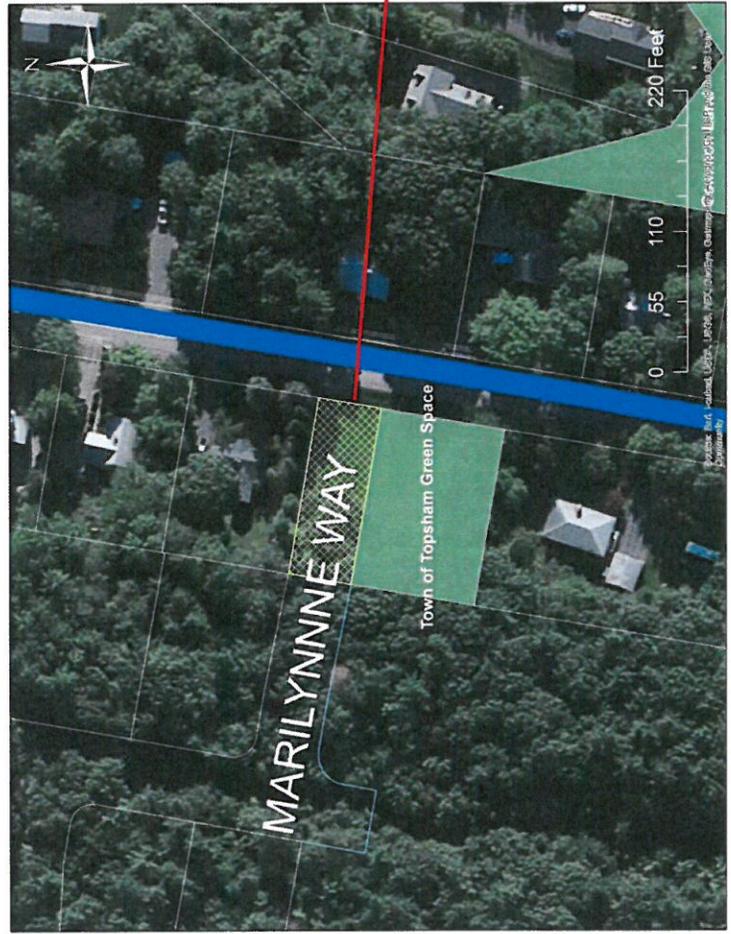
18. Mallett Dr (south)



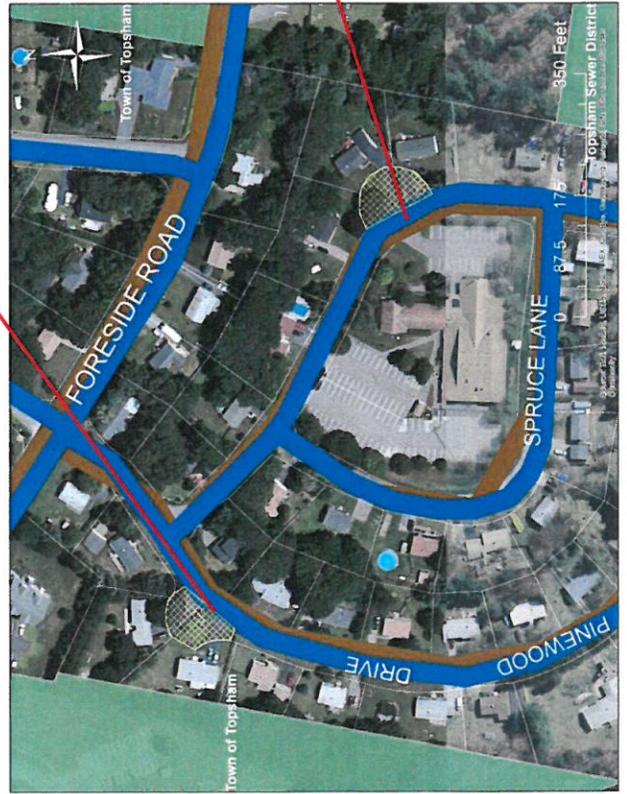
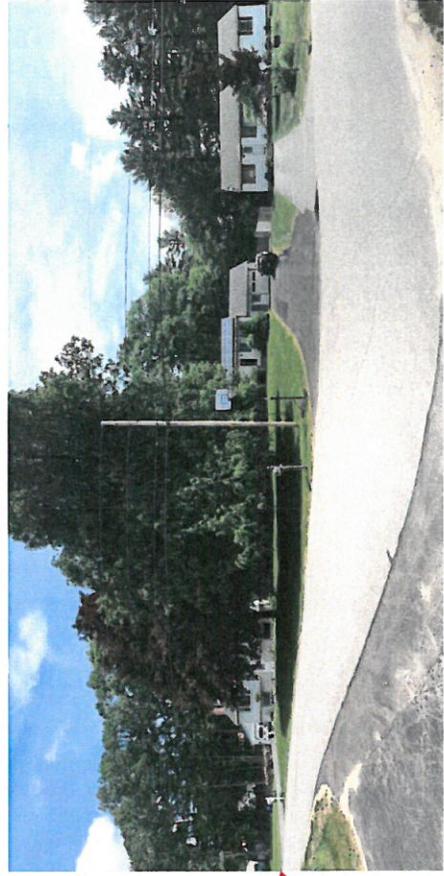
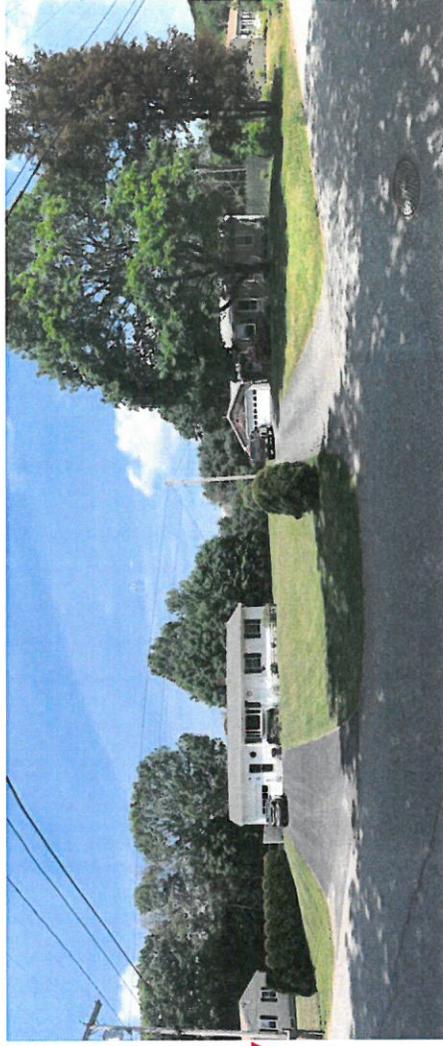
APPROVED BY TOPSHAM PLANNING BOARD

PLAN OF MALLETT DRIVE
WOODLAND PARK
TOWN OF TOPSHAM, MAINE

DATE: 10/15/2014
DRAWN BY: [Name]

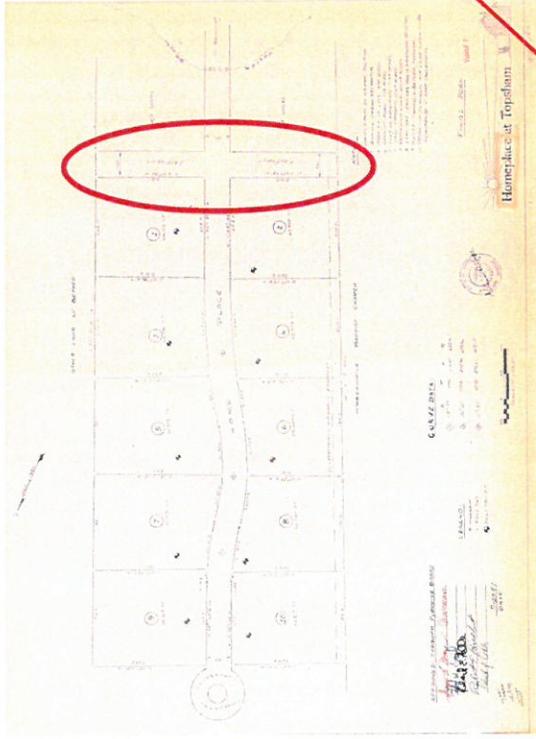


- 19. Pinewood Dr (east)
- 20. Pinewood Dr (west)

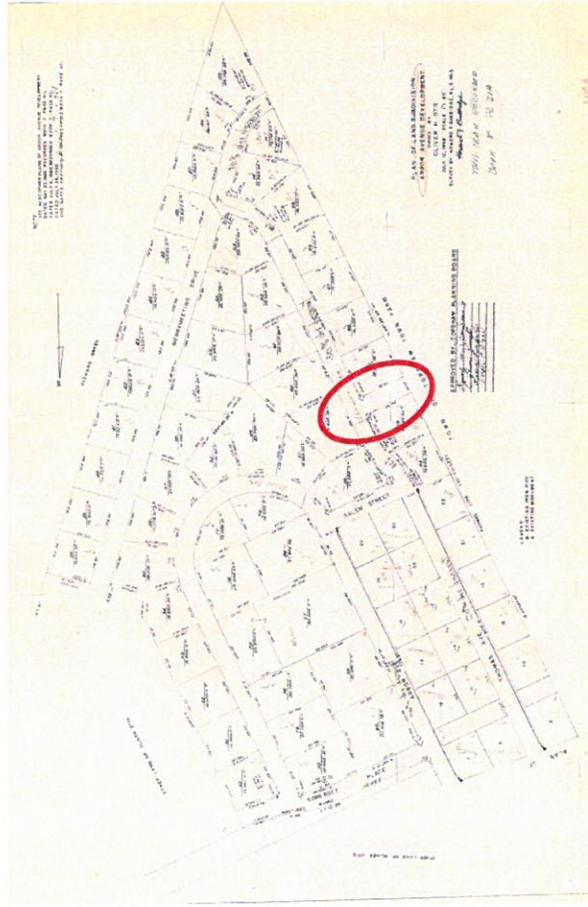
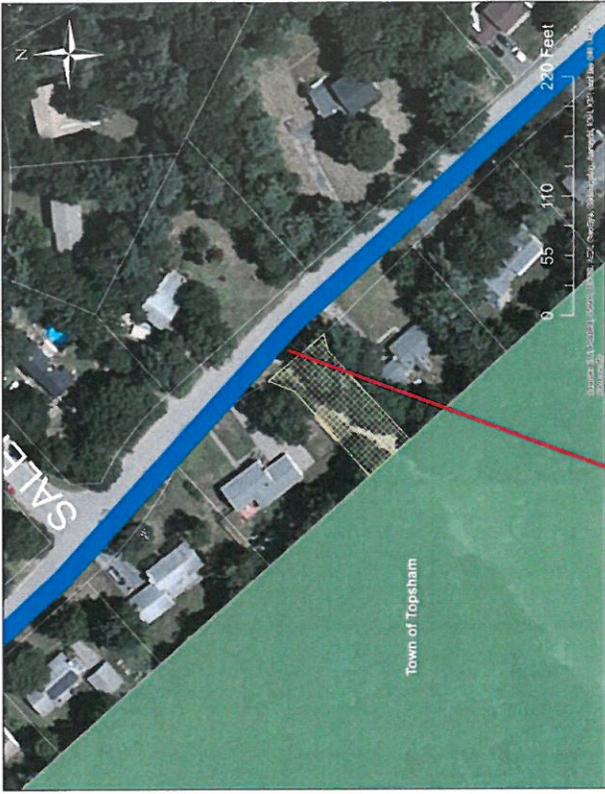


22. Homeplace (east)

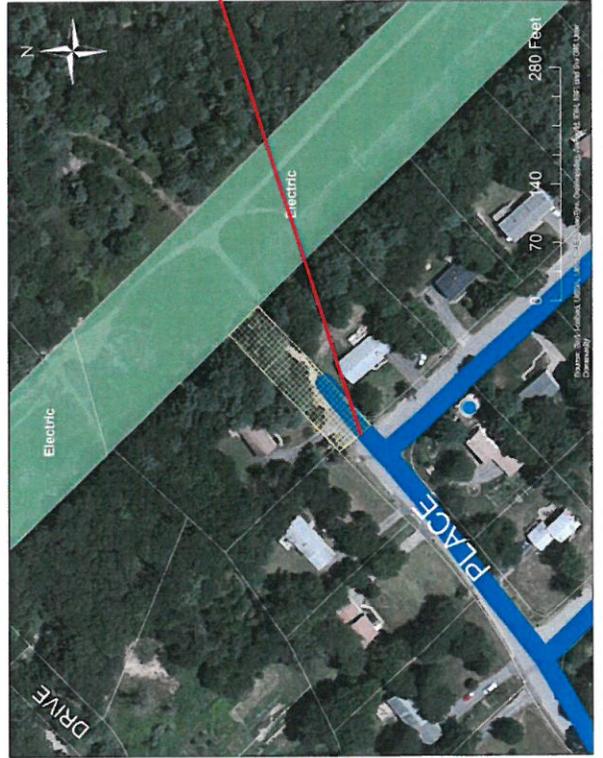
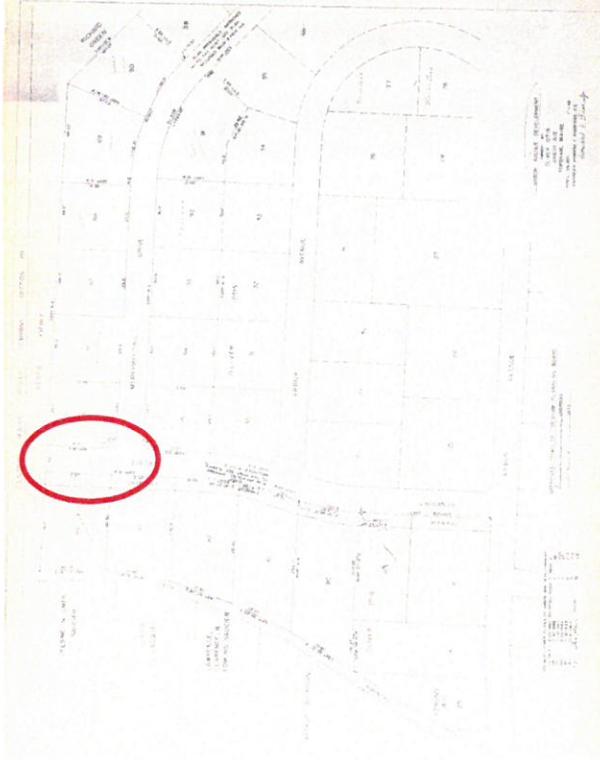
23. Homeplace (west)



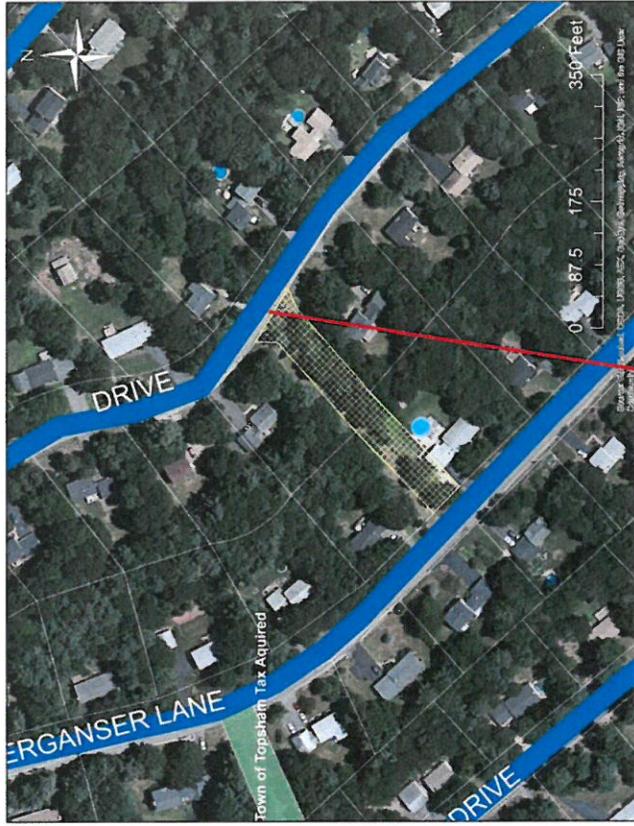
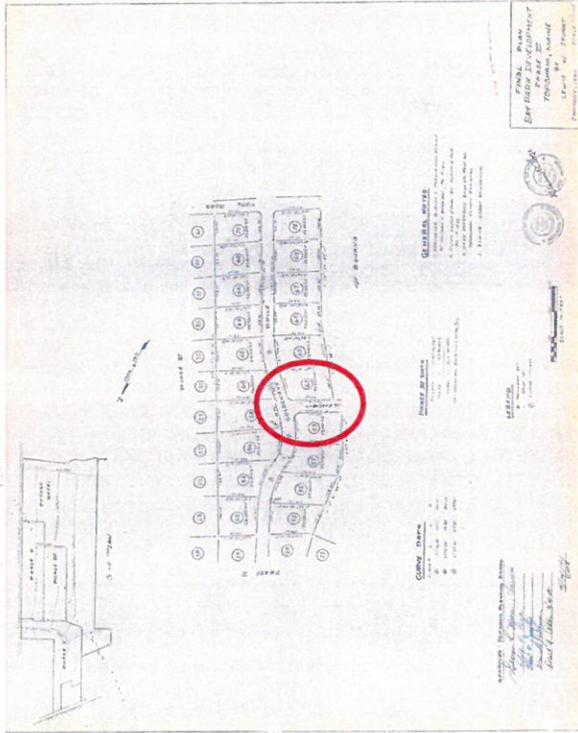
24. Thomas Ave



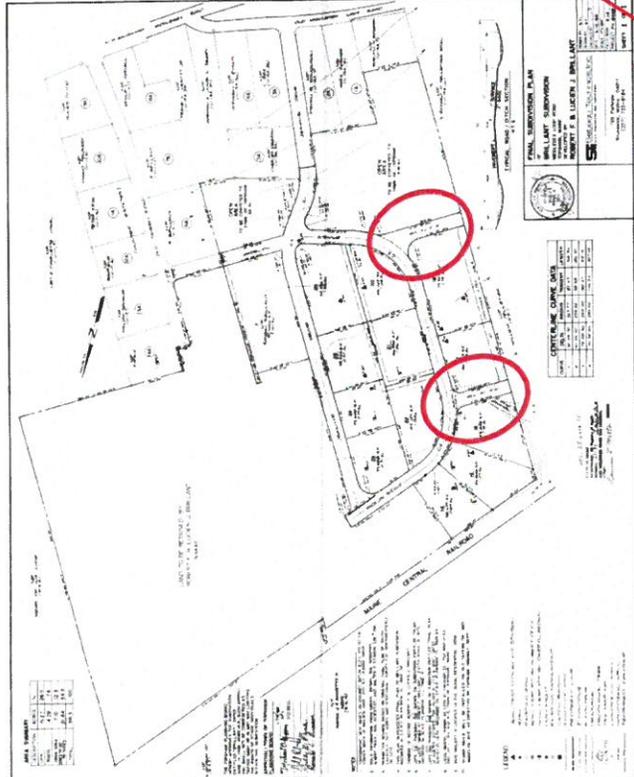
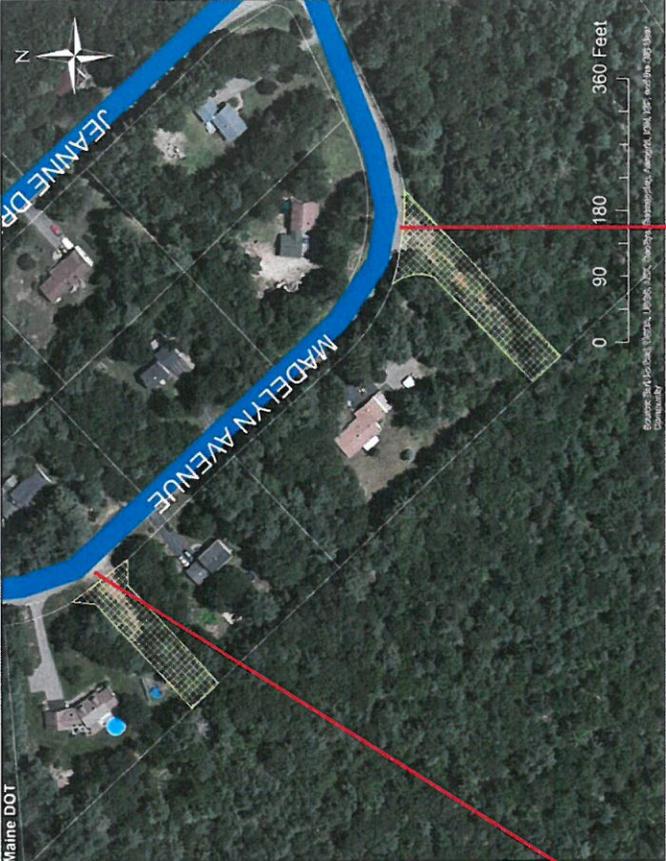
25. Somerset Place



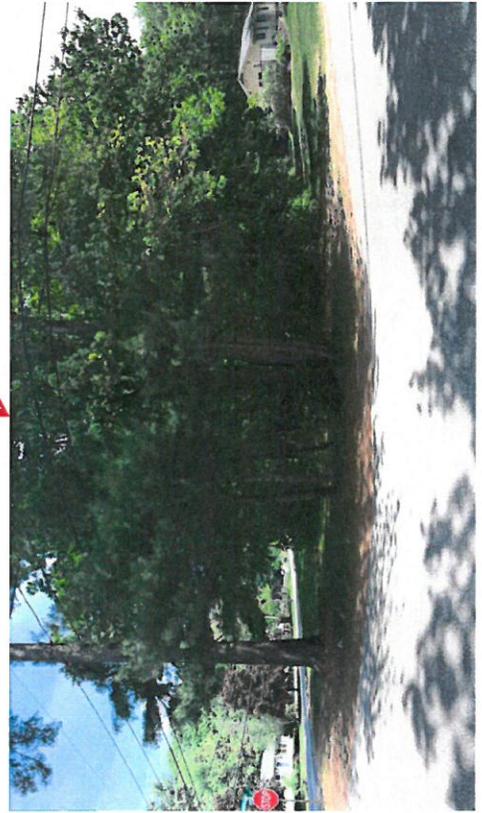
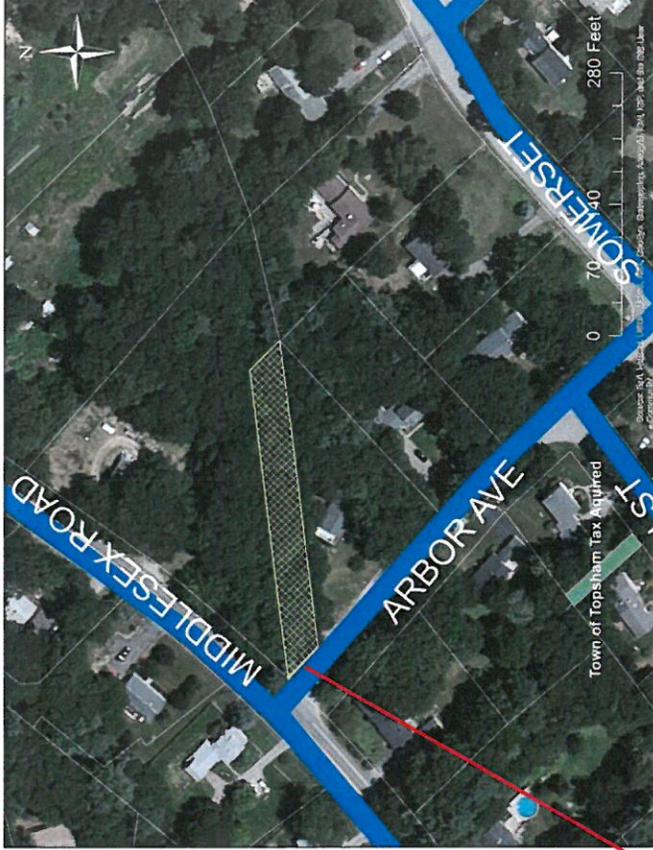
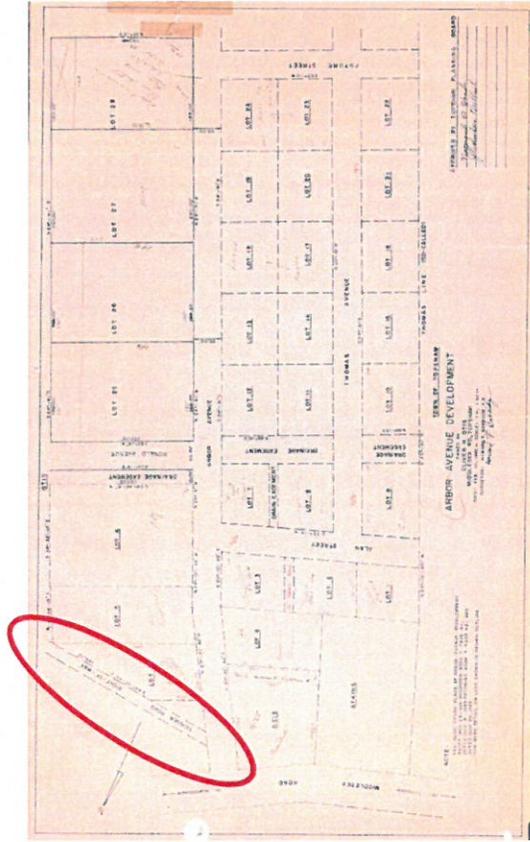
27. Goldeneye Dr/Merganser Ln



- 28. Madelyn Ave (north)
- 29. Madelyn Ave (south)

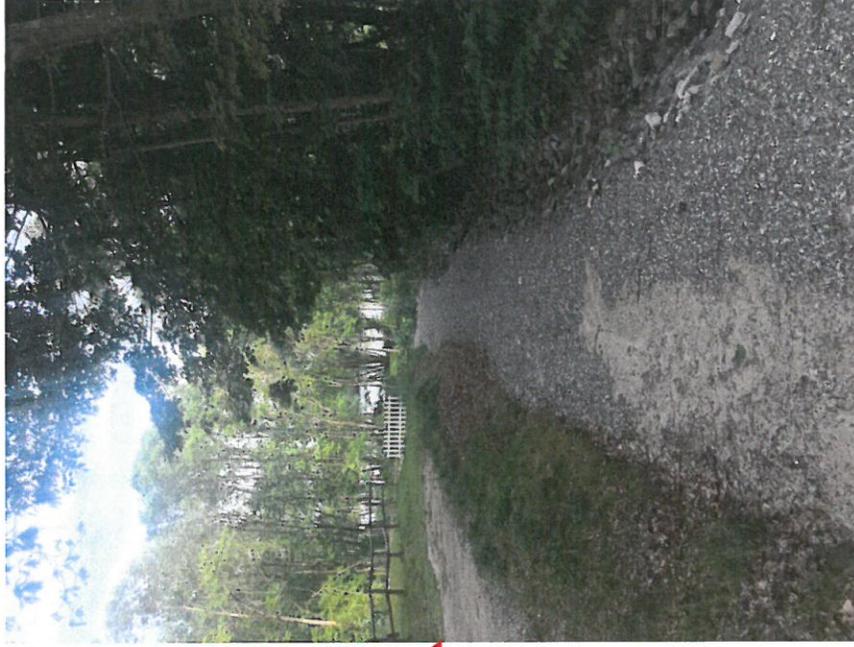


30. Skinner Rd



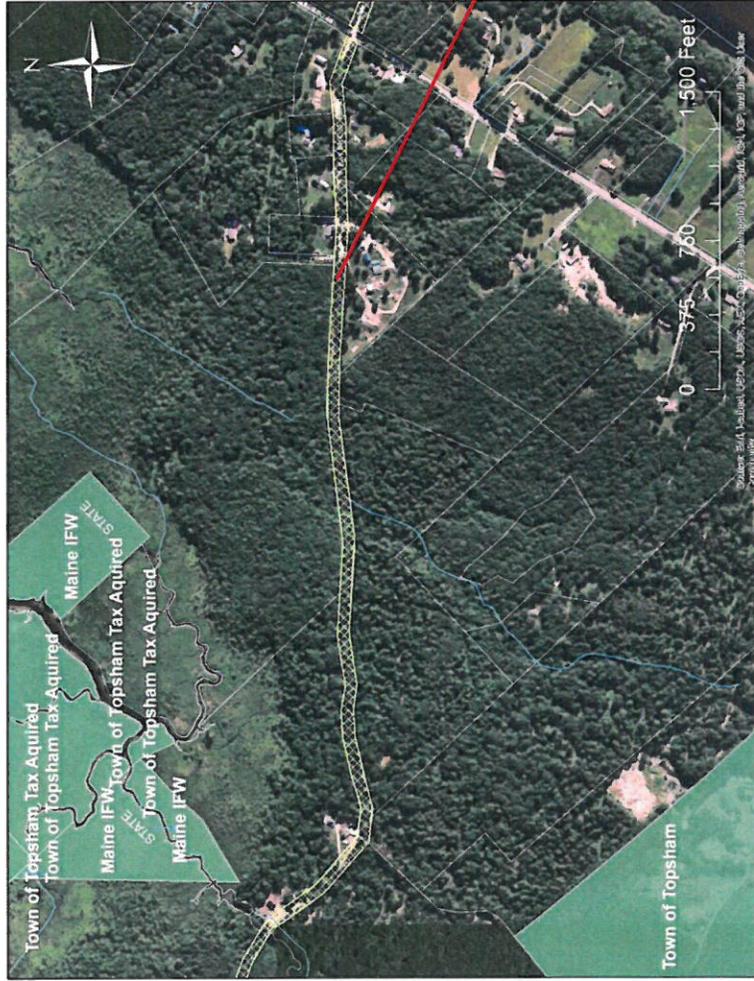
31. Town Landing Rd

No plan found.



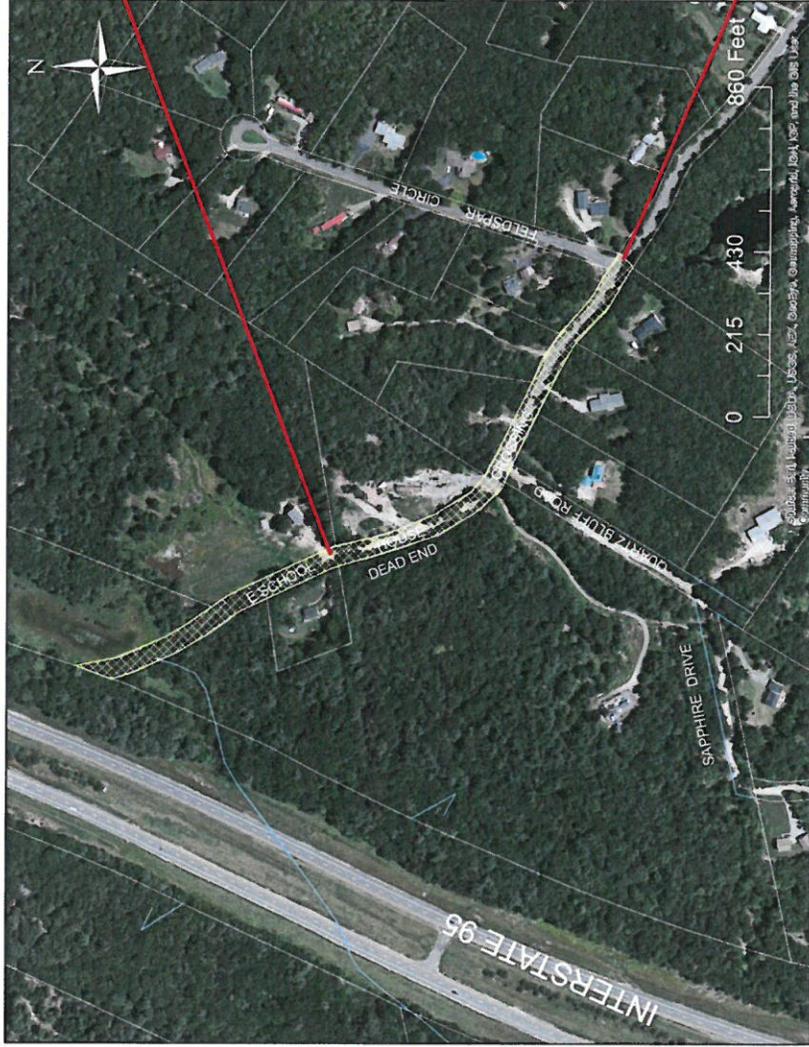
33. W Bay Bridge Rd

No plan found.

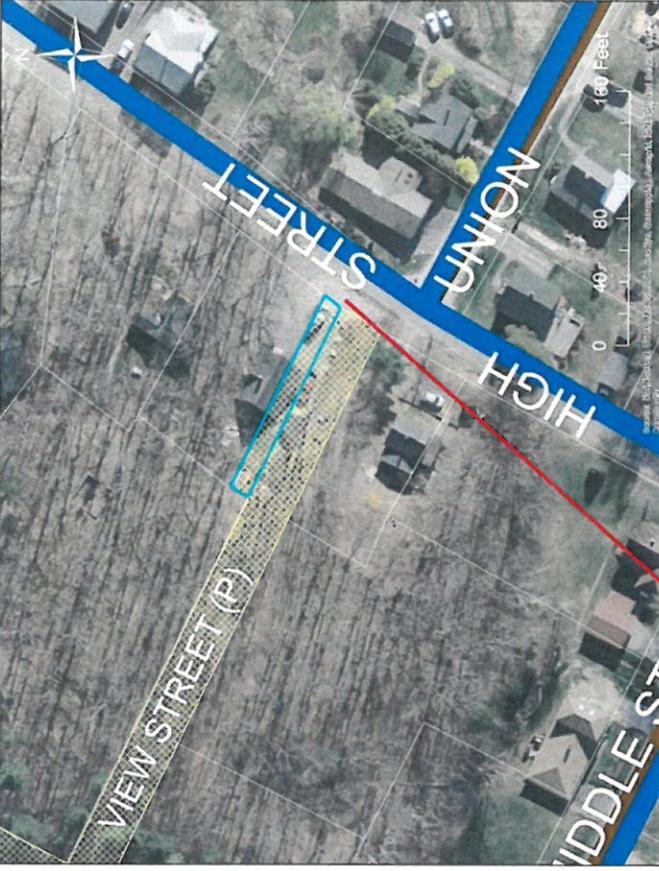
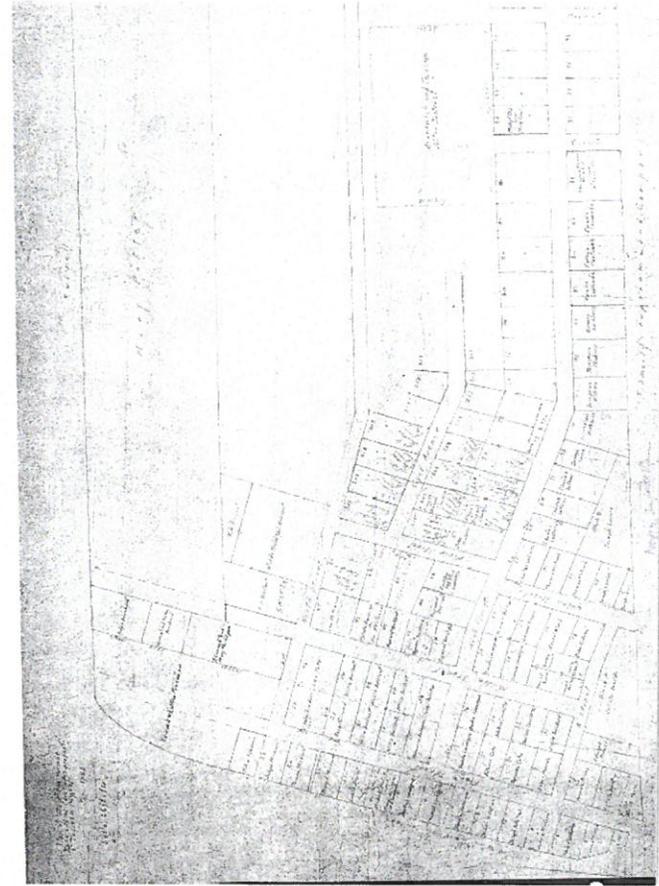


34. E School House Crossing Rd

No plan found.



35. View St (north)



Board of Selectmen Meeting

For the date of: 07/20/2017

Type of Item:

- Board or Committee Presentation
- Consent Agenda Item
- Public Hearing
- Unfinished Business
- Old Business
- New Business
- Executive Session
- Workshop

Type of Submission:

- Regular Submission
- Additional Agenda Item
- Additional Information

Agenda Number 1

(If this is unfinished business, please remember to research and enter the original agenda number above. For regular agenda items, the secretary will assign a number.)

Brief Title of consent or Agenda Item: Approval of the minutes of the Regular Selectmen meeting 06-15-2017.

Brief Description of Consent or Agenda Item: see attached

Submitted by Rich Roedner, Town Manager

Date: 07-06-2017

MINUTES
TOWN OF TOPSHAM
BOARD OF SELECTMEN MEETING
June 15, 2017 - 7:00 p.m.

MEMBERS PRESENT: David Douglass
Marie Brilliant
Ruth Lyons
William Thompson
Roland Tufts

MEMBER(S) ABSENT: All present

STAFF PRESENT: Richard Roedner, Town Manager

A meeting of the Topsham Board of Selectmen was held on Thursday, June 15, 2017 in the Donald A. Russell Meeting Room, at the Municipal Building, 100 Main Street, Topsham, Maine.

CALL TO ORDER

Chairman Douglass called the regular meeting to order at 7:00 p.m.

PLEDGE OF ALLEGIANCE/ROLL CALL

All present were invited to stand and recite the Pledge of Allegiance to the Flag. The recording secretary took the roll call and noted that all Selectmen were present.

TOWN MANAGER'S REPORT

We have just been notified by the Maine Forest Service that the on-line fire permit system we have been using for the past five years, with approval from the Maine Attorney General's Office and the Forest Service, is no longer allowed. This means that residents will have to come to the Fire Station to fill out a paper permit, between 9 a.m. and 6 p.m. (staffing available) and get a free permit. Or, residents can go to the Forest Service web page and fill out an on-line permit for \$7.00.

This Saturday, from 8 am to 11 a.m., is our annual fishing derby out at the Topsham Ponds (Little Eddy and Big Eddy) at the Transfer Station. This annual event is an opportunity for kids of all ages to join in the fun of trying to catch the best fish in town.

Starting Monday, July 3, our Planning Office will have new hours for passports, due to some temporary staff shortages. The new hours will be walk-in Tuesday 1:00 p.m. to -3:30 p.m. only, Thursday 1:00 p.m. to 5:30 p.m. All other hours are by appointment only.

Last Friday, June 9, Officer Shirland and K9 Officer Jobie graduated from the K9 Police Academy. We are glad to have them on the road serving the public.

We have learned that Wild Duck Pub is up and running and open for business.

Following the Manager's Report, suggestion was made to ask our State Representatives to submit a bill next year to change the fire permit process back to the way it was. Concern was expressed that the new process appears to be a way for the Maine Forest Service to make money from citizens who simply want to have a small back yard fire to sit by.

BOARD AND COMMITTEE REPORTS

Transportation Study Presentation – Hanna Whitney, Meghan Cooper and Michael Shephard, Graduate Students from USM Muskie School, gave a presentation on the costs and feasibility of providing transit service in Topsham. The research was done as a class project at the request of Western Maine Transportation.

The three participants took turns covering various parts of the report which was presented to the Board in hard copy, including:

- Demographics
- Regional Transit Need
- Regional Transit Infrastructure
- Potential Regional Transit Expansions
- Cost Information

The service would result in a mil rate tax increase from \$17.99 to \$18.22.

Chairman Douglass thanked the group for presenting the report; no action was taken.

Update on TDI/ECD - John Shattuck, Topsham Economic and Community Development, Inc. Director brought the Board up to date on economic development items, including

- Buffalo Wild Wings in on schedule to open in early July
- Work is under way at the Kume Restaurant, a Dan Catlin project next to Sherman Williams and Sport Clips
- The Maine Beer Festival to be held at the Fairgrounds has been postponed until next year, due to logistical concerns
- Highland Green has submitted preliminary plans to the Planning Department for their significant condominium buildings. The project has been relocated to the Mountain Road area, which may result in the Mountain Road rebuild being completed prior to 2020
- Morning Stone and Time has submitted their updated expansion plans to the Planning Department. The plans will also be reviewed by TDI as the project is within the Park Street Business area
- TDI's annual meeting and election of officers will be held on Wednesday, June 21, 2017.

PUBLIC COMMENT – Selectman Lyons expressed concern regarding a memo from the Secretary of State which she read while at a town office in another town. The State took over voting lists from Maine towns, which the Town Clerks worked very hard to keep up to date. When the State took over the lists it was mandated to use scanners, labeling machines and a computer (all provided to each town by the State). Per the above noted memo, the equipment has become outdated and now the State has mandated that the towns in Maine replace the equipment and absorb the cost of doing so. Selectman Lyons suggested that our representatives be asked to work with the Secretary of State's office to get support in this matter.

CORRESPONDENCE – None noted.

ADJUSTMENTS TO THE AGENDA – Motion was made by Selectman Tufts, seconded by Selectman Lyons, and it was unanimously

VOTED

To add Item 17-59 to the agenda - **TO MOVE INTO EXECUTIVE SESSION TO REVIEW THE TOWN MANAGER’S PERFORMANCE EVALUATION, TITLE 1, §405 (6) (A)**

CONSENT CALENDAR

1. Approval of the minutes of the Regular Selectmen’s Meeting of June 1, 2017.

Motion was made by Selectman Thompson, seconded by Selectman Lyons, and it was

VOTED

To approve the minutes of the Regular Selectman’s meeting of June 1, 2017, as written. (Vote was 4 in favor with 1 abstention [Selectman Tufts])

PUBLIC HEARING – None noted.

UNFINISHED BUSINESS – None noted.

OLD BUSINESS - None noted.

NEW BUSINESS

17-54 CONSIDERATION AND ANY APPROPRIATE ACTION ON HEAD OF TIDE PARK - LAND FOR MAINE’S FUTURE GRANT ACCEPTANCE AND CONSERVATION EASEMENT

Rod Melanson, Town Planner, reviewed the need for a Conservation Easement (included in the Board package for review), as the Land for Maine’s Future (LMF) is now ready to fund and assist in closing of the Dizenzo parcel which the Selectboard actually authorized in February of 2015. Mr. Melanson’s memo to the Town Manager, dated June 7, 2017 (and filed with these minutes) asked the Board to consider taking action to accept the \$50,000 LMF award and to authorize the Town Manager to sign the conservation easement held by the Brunswick Topsham Land Trust, pending legal review by the town attorney.

Motion was made by Chairman Douglass, seconded by Selectman Tufts, and it was unanimously

VOTED

To authorize the Town Manager to sign a Conservation Easement held by the Brunswick Topsham Land Trust, pending legal review by the Town Attorney.

17-55 CONSIDERATION AND ANY APPROPRIATE ACTION ON THE HIRING OF SMITH AND ASSOCIATES FOR THE FY 2017 AUDIT

The Town Manager noted a proposal from Smith and Associates to do the Town’s annual audit. The price for the routine audit is the same as this past year. A provision has been added for what’s referred to as a single audit which kicks in when you spend more than \$750,000 of federal

money. We are getting very close to the amount considering between police grants, the bike path and other project. The line item is an additional \$1,300.

The Board discussed if they wanted to stay with Smith and Associates, who have done the Town's audit since the early 80's. Selectman Lyons inquired if it would be wise to rotate auditors from time to time. Consensus of the Board was that Smith and Associates have done a very good job and to continue with their service.

Motion was made by Chairman Douglass, seconded by Selectman Lyons, and it was unanimously

VOTED

To approve the hiring of Smith & Associates for the FY 2017 Annual Audit, with an expense of up to \$13,500.

17-56 CONSIDERATION AND ANY APPROPRIATE ACTION ON THE REAPPOINTMENTS AND NEW APPOINTMENTS TO THE VARIOUS BOARDS AND COMMITTEES

Motion was made by Chairman Douglass, seconded by Selectman Tufts, and it was unanimously

VOTED

Board of Assessment Review - To reappoint Gordon Donley and Mike Baribeau and add new applicant Michael Nelson to the Board of Assessment Review for the coming year.

Board of Appeals - To reappoint Gordon Donley and Jotham Trafton and add new applicant Michael Nelson to the Board of Appeals for the coming year.

Planning Board - To reappoint Ron Bisson, Donald Spann, Tom Thompson and Scott Libby and add new applicant Peter Richard to the unfinished term to 2019.

Topsham Development, Inc. – To reappoint Lawrence Fitch to serve on Topsham Development, Inc. for the coming year.

Historic District – To reappoint John Graham and Greg Simard to the Historic District Commission for the coming year.

Finance Committee – To reappoint Ken Stockford and Jeff Deletsky to serve on the Finance Committee for the coming year.

Topsham Housing Authority – To reappoint Helen Kincaid and Daniel Breed to serve as members of the Topsham Housing Authority for the coming year.

History Committee – To reappoint Ralph Williams and John Chonko to serve as members on the History Committee for the coming.

Before voting on the Water District Board, Chairman Douglass made it known that his wife works for the Water District. He asked if anyone on the Board considered this a conflict of interest. Consensus was for Chairman Douglass to continue in the voting process.

Chairman Douglass noted that there are two candidates for the Water District Board – Yvette Meunier and Paul Rossignol. He moved to reappoint Yvette Meunier to serve on the Water District Board. The motion was seconded by Selectman Brilliant.

Discussion followed with Selectman Lyons saying this is a very difficult decision for her to make as both candidates are highly qualified. It was noted that Mr. Rossignol also serves on the Sewer District. Other Board members agreed with Selectman Lyons.

Vote was called and the motion passed unanimously, reappointing Yvette Meunier to the Water District Board.

17-57 CONSIDERATION AND ANY APPROPRIATE ACTION ON ANNUAL APPOINTMENTS

Motion was made by Chairman Douglass, seconded by Selectman Lyons, and it was unanimously

VOTED

To appoint the following individuals to serve for the coming year:

- | | |
|--------------------|---|
| Tom Lister | Codes/Health Officer |
| Carol Eyerman | Alternate Codes Enforcement Officer, Administrative/Enforcement |
| Jeffery Hutchinson | Alternate Building/Electrical/Plumbing (Brunswick) |
| Carl Adams | Alternate Building/Electrical/Plumbing (Brunswick) |
| Mike Labbe | Civil Emergency |
| Brian Stockdale | Fire Warden/Health Officer |
| Dennis Cox | Road Commissioner |

17-58 CONSIDERATION AND ANY APPROPRIATE ACTION TO DISCUSS THE TOWN’S RESPONSIBILITY AND POLICY IN REGARDS TO THE MEMORIAL DAY BANNER

Town Manager Roedner began the conversation explaining that a couple years ago the question arose of whether or not the Fire Department should be hanging banners for various groups. He said at that time the Board accepted the Memorial Day Banner from the Memorial Day Committee, so it became the Town’s banner. Mr. Roedner said, this last year, he is not sure how the banner got hung or taken down, because the Town did not do it. The banner reappeared this year about a week before the parade. The Fire Department put it up and took it down.

The question now is: *“Is this a banner that the Town should be putting up and taking it down or have someone else be responsible as other groups do with their banners?”* The Town is a partner with the Memorial Day Committee and owns the banner. A lengthy discussion ensued with concerns and questions put on the table such as:

- Selectman Lyons said she is on the Memorial Day Committee and has been for the last 15 years. She said last year the committee was told that the Town was not going to do it any more (hang and take down the banner). The committee arranged for another entity to do the work. Ms. Lyons said she feels strong, and so does the committee members, that it is the Town’s banner and other towns hang and take down the banners. Brunswick does not use town equipment but has the banner hung, and finance it, and pay for it to be hung. She said she feels very strong that this is in remembrance of our veterans, the committee is small and works very hard and that the Town should allow the Fire Department to use

their equipment and manpower to hang and take down the banner each year.

- Chairman Douglass said it is our banner and if we are only talking about this banner, he is OK with it as we do work in conjunction with the Memorial Day Committee and help fund it. However, he said his fear is that we also work in conjunction with the walking bridge and that different groups will start donating banners to the Town which the Town will have to be responsible for. He added there is another question – by using the Fire Department...are they able to do this...are we going to get fined by an OSHA group? He said he would be fine if this is the only banner we ever are responsible for.
- Selectman Thompson expressed concern regarding liability insurance if a problem occurs. The Town Manager said insurance does play a role, but this banner is covered because we own it. Mr. Thompson requested that the Town Manager check with MMA to be sure we are covered when hanging a banner that we own.

No action was taken, except for the Town Manager to obtain insurance information from MMA and report back to the Board.

EXECUTIVE SESSION

At 8:10 p.m. motion was made by Chairman Douglass, seconded by Selectman Lyons, and it was unanimously

VOTED

To move into Executive Session to review the Town Manager's Performance Evaluation.

17-59 - TO MOVE INTO EXECUTIVE SESSION TO REVIEW THE TOWN MANAGER'S PERFORMANCE EVALUATION, TITLE 1, §405 (6) (A)

Motion was made by Chairman Douglass, seconded by Selectman Lyons, and it was unanimously

VOTED

To take no action on agenda item 17-59.

ADJOURN

Motion was made by Selectman Tufts, seconded by Selectman Lyons, and it was unanimously

VOTED

To adjourn the meeting at 8:25 p.m.

Respectfully submitted,

Patty Williams, Recording Secretary

Board of Selectmen Meeting

For the date of: 07/20/2017

Type of Item:

- Board or Committee Presentation
 Consent Agenda Item
 Public Hearing
 Unfinished Business
 Old Business
 New Business
 Executive Session
 Workshop

Type of Submission:

- Regular Submission
 Additional Agenda Item
 Additional Information

Agenda Number 2

(If this is unfinished business, please remember to research and enter the original agenda number above. For regular agenda items, the secretary will assign a number.)

Brief Title of consent or Agenda Item: Approval of the minutes of the Special Selectmen meeting 06-26-2017.

Brief Description of Consent or Agenda Item: see attached

Submitted by Rich Roedner, Town Manager

Date: 07-06-2017

Draft

Minutes
Topsham Board of Selectmen
June 26, 2017 6:00 pm

Call to Order

The Meeting was called to order at 6:00 pm by Vice Chair William Thompson.

Roll Call

Members Present

William Thompson, Vice Chair
Ruth Lyons
Marie Brilliant

Members Absent

David Douglass, Chair	Excused
Roland Tufts	Excused

Public Comment

Craig Lenz, owner of Wild Duck Pub, inquired about the placement of Official Business Directory Signs (OBDS) in Topsham, specifically along the Coastal Connector. He was informed that our local code requires green signs, while the Federal Highway Administration, as of January 1, 2017, now only allows blue signs.

Rich Roedner, Town Manager, indicated that he would connect with Tom Lister, Codes Enforcement Officer, to inquire about this issue and how it should be addressed locally.

Public Hearing

17-59 Consideration and any appropriate action on Special Amusement Permit Application for Wild Duck Restaurant and Pub.

Vice Chair Thompson opened the public hearing at 6:10 pm

Craig Lenz testified that they had a temporary liquor license (included in the packet) for entertainment within the restaurant, and they have now received a revised license to allow entertainment on the patio area. The plan is to have small musical groups, comedians and other small scale live entertainment on a periodic basis, but that might happen any night of the week, depending on business and the season.

He noted that the restaurant and bar together seat 99 people, with another 25 on the patio.

Vice Chair Thompson asked Mr. Lenz if the following facts were correct:

- Name of the establishment is the Wild Duck Restaurant and Pub
- 114 Village Drive, Topsham
- Temporary license number 9853
- License/permit is sought for restaurant and patio area
- Potentially any night of the week
- Hours are Sun – Thurs. 11 am to 8 pm, and Fri – Sat 11 am to 9 pm
- The dining area is 62 seats, bar is 34 (total is up to 99) and the patio is 25 seats
- Parking is provided on site and is sufficient
- Musical group would be up to 6 people.

Mr. Lenz agreed that those facts were accurate.

Vice Chair Thompson then entered the facts as Findings, and noted that letters had been received from the Fire Chief, Police Chief and Codes Enforcement Officer that there were no issues for any of them. Chairman Thompson then offered the following conclusions:

- The proposed use would not be detrimental to any surrounding neighbors;
- The proposed use did not violate any municipal code or ordinance

Vice Chair Thompson then offered the following motion:

To grant a Special Amusement License to the Wild Duck Restaurant and Pub, with the referenced Findings of Fact, and with the conclusion as noted.

The motion was seconded by Ruth Lyons, and all were in favor.

Marie Brilliant offered a motion to adjourn at 6:32 pm, seconded by Ruth Lyons, and all were in favor.

Respectfully Submitted

Richard Roedner
Town Manager

Board of Selectmen Meeting

For the date of: 07/20/2017

Type of Item:

- Board or Committee Presentation
- Consent Agenda Item
- Public Hearing
- Unfinished Business
- Old Business
- New Business
- Executive Session
- Workshop

Type of Submission:

- Regular Submission
- Additional Agenda Item
- Additional Information

Agenda Number 17-60

(If this is unfinished business, please remember to research and enter the original agenda number above. For regular agenda items, the secretary will assign a number.)

Brief Title of consent or Agenda Item: Consideration and any appropriate action authorizing the Town Manager to sign a Land for Maines Futures Project Agreement for the "Direnzo" parcel at Head of Tide Park.

Brief Description of Consent or Agenda Item:

Submitted by: Rod Melanson, Town Planner

Date: 07/11/2017

MEMORANDUM

To: Rich Roedner, Town Manager

From: Rod Melanson, Planning Director

Date: July 11, 2017

RE: Head of Tide Parcel – Land for Main Future (LMF) Funding & Conservation Easement

Acquisition of Head of Tide Park “Direenzo” property from TDI:

As a follow up to your June meeting where we discussed the LMF grant and acquisition of the “Direenzo” parcel from TDI, we have followed up with reviewing the project agreement that was submitted just prior to your last meeting.

The planning office is asking you to consider and take action upon this item that enables us to finalize the Head of Tide property acquisition in early July:

1. Acceptance of up to \$50,000 LMF award by authorizing the Town manager to sign the “LMF Project Agreement”

In 2015 The Board approved the application for Land for Maine Future funding as follows:

1. Purchase Price - \$85,000
2. TDI contribution - \$4,000
3. BTLT contribution - \$21,000
4. John Cullen Family donation (to conserve the parcel) - \$10,000
5. LMF Application request **\$50,000**

In December of 2014 Topsham Development Inc. (TDI) acquired land from Estella Penney (Heir to Norman Direenzo’s landholdings in Topsham). The parcels acquired (Tax Map R09 Lots 44 & 46A-1) comprise a portion of the Town held parking easement (that was acquired through the original Head of Tide Parcel Purchase) and in total consist of 7 acres with over 1,000 feet of river frontage. For several years, the Town with assistance from the Brunswick Topsham Land Trust has sought ways in which to acquire this parking area outright in order to improve both the existing parking and potential water access for upstream recreational opportunities. Providing improved parking facilities and water access at this site enable the Town to meet the original goals of the Head of Tide Park planning efforts, where water access to the non-tidal portion of the Cathance is formalized, and may accommodate miles of river access between the Route 201 and Cathance Road area. This also enables us to improve upon the parking associated with the site in order to accommodate for safe off street parking for users of the park, and those seeking to access the upstream portion of the river.

The delay in the project funding stems back to late 2015. Topsham was alerted that we were successful in our application, but LMF funding was not readily available until late 2016. We have been working with LMF staff for the past year, and have finally made headway to prepare for a closing and acceptance of funding to occur in early July.

**LAND FOR MAINE'S FUTURE FUND
PROJECT AGREEMENT
(Pursuant to P.L. 2009, c.645, Sec J)
[Fee Version]**

Cooperating Entity: TOWN OF TOPSHAM, MAINE

Project Name: HEAD OF TIDE PARK ADDITION, WATER
ACCESS

Parcel Names: 244 AND 252 CATHANCE ROAD

Location: CATHANCE ROAD, TOPSHAM, MAINE

Designated State Agency: BUREAU OF PARKS AND LAND, MAINE
DEPARTMENT OF AGRICULTURE,
CONSERVATION AND FORESTRY

Premises Covered by this Agreement:

The Head of Tide Park Expansion Water Access Property, being 6.97± acres of fee ownership of lands located at **244 and 252 Cathance Road**, in the Town of **Topsham**, Sagadahoc County, Maine, and as more fully described in a Deed from Paul P. Murphy, duly appointed and acting Personal Representative of the Estate of Estelle Penney to Topsham Development, Inc, dated December 31, 2014, and recorded in the Sagadahoc County Registry of Deeds in Book 215R. Page 00343; and see also plan by Brian Smith c/o Sitelines, PA, Project #2387, DWG #2441, Job #2441, dated December 31, 2013 and recorded in said Registry in Plan Book 2015, Page 4_[Tom1], a reduced scale copy of which is attached hereto as **Exhibit B**.

All of the foregoing hereinafter referred to as “the Premises”.

Scope (Description of Project): The Premises is located on the Cathance River at 244 and 252 Cathance Road in the Town of Topsham, Maine. The Premises contain approximately 6.97± acres of land and approximately 675± feet of river frontage. The Cooperating Entity will manage the Premises for traditional low impact outdoor activities including hiking, biking, nature observation, snowshoeing, cross-country skiing, the launching of boats, hunting, fishing, and trapping, all subject to applicable state, local, and federal laws and regulations.

Project Land Cost:

LMF Contribution to Cooperating Entity:	\$ 50,000.00
Cooperating Entity:	<u>\$ 60,351.00</u> ^[Tom2]
Total Cost:	\$110,351.00

The following are hereby incorporated into this Agreement:

1. General Provisions
2. Project Application and Attachments by reference
3. Project Boundary Map

The Land for Maine's Future Board, represented by its Chair, (hereinafter LMFB), and the State of Maine, Department of Agriculture, Conservation and Forestry, represented by its Commissioner, as the Designated State Agency (hereinafter DSA), and the Cooperating Entity, mutually agree to perform this Agreement in accordance with Title 5, Maine Revised Statutes, Section 6200 et seq., as amended, and augmented by P.L. 2009, c.645, Sec J, and with the terms, promises, conditions, plans, specifications, estimates, procedures, project proposals, maps, assurances, and certifications incorporated herein by reference and hereby made a part hereof.

Subject to the terms hereof and to the availability of funds for this purpose, LMFB hereby agrees, in consideration of the agreements made by the Cooperating Entity herein, to obligate to the Cooperating Entity the amount of money referred to above, and to tender to the Cooperating Entity that portion of the obligation which is required to pay the LMFB's share of the costs of the above described project. The Cooperating Entity hereby agrees, in consideration of the agreements made by the LMFB herein, to provide the matching funds, and lands, if applicable, and to implement the project described above in accordance with the terms of this Agreement.

The following special project terms and conditions are added to this Agreement:

1. The Premises, including any structures located thereon, must remain as a single parcel, under one ownership, and may not be divided into parcels or lots, except for boundary adjustments to resolve bona fide boundary disputes, subject to the approval of the DSA, or as may be approved under Part II, section H subsection (i) of this Agreement. In order to grant any such approval under this provision, the DSA and LMFB must find that the proposed division of the Premises furthers the conservation purpose and objectives of the project as defined in this Agreement and its attachments.

2. The Cooperating Entity shall not prohibit hunting, fishing, or trapping on the Premises, except to the extent of applicable state, local or federal laws and regulations.

3. The Cooperating Entity agrees that any fees or charges imposed for public access to or use of the Premises shall be reasonable and comparable to those charged in Maine for similar facilities, and any such fees must be approved in advance and in writing by the DSA.

4. The Premises or any interest therein may not be sold or transferred without prior written approval of the DSA and LMFB as provided under Part II, section H subsection (i) of this Agreement, and then only to a federal, state, or local government agency or a non-profit conservation organization which is a "qualified organization" under Section 170(h) of the United States Internal Revenue Code, and a "qualified holder" under Title 33, Maine Revised Statutes, Section 476(2), subject to the condition that the qualified organization expressly agrees to assume the rights and obligations of the Cooperating Entity provided for by this Agreement.

5. Permitted Use and Management. The Cooperating Entity will hold and manage the Premises for its multiple resource values including wildlife habitat; low-impact public outdoor recreation, such as launching and retrieving watercraft, access for hunting, trapping, and fishing; all-season, multi-use recreational trails; and ecological, natural, scenic, and educational values. All uses of the Premises shall support these resource values. The Cooperating Entity shall maintain adequate parking and shore access to accommodate these permitted uses.

6. Structures or Improvements. As of this date of this Agreement, there are no structures or improvements ("improvements") on the Premises except for a gravel parking lot measuring 100' x 50', a single concrete 'Jersey barrier' to the south of the parking area, pervious trails, unlighted signage, a post and beam fence of less than 100' along river, and boundary markers. The following minor improvements associated with permitted uses shall be allowed on the Premises without further review by the DSA, subject to receipt of all state and local permits prior to the commencement of construction of such improvements:

- a) minor structures and improvements associated with permitted outdoor activities, such as unlighted signs, information kiosks, self-contained privies, viewing platforms and/or blinds for wildlife observation, picnic tables, benches and fire pits;
- b) pervious surface trails;

- c) trail improvements including stairs, bridges and ramps to accommodate stream crossings or steep grades;
- d) pervious surface vehicular parking area the total square footage of which shall not exceed 7,500 square feet in size;
- e) barriers necessary for discouraging unauthorized motorized access to locations on the Premises other than the parking area itself.
- f) pervious or non-pervious boat access. Improvements made to the waterline and/or below the normal high water line must be reviewed and approved in writing by the DSA; and
- g) boundary markers.

Except as outlined above, no construction or improvements may be allowed without prior review and written approval by the DSA and the LMFB of plans detailing site, budget and maintenance of proposed improvements, and receipt of all state and local permits. No improvements shall be allowed that do not enhance the permitted use of the Premises.

7. Public Access. The Cooperating Entity shall ensure that the Premises is permanently available for access by the general public, provided however that such access may be limited or controlled only on a temporary basis for the purposes of public safety, wildlife management, or resource protection, and that the Cooperating Entity shall have developed a written plan for the terms and conditions of such closure, approved by the DSA prior to implementation, as well as for any subsequent revisions.

8. Forest Management. The Cooperating Entity shall ensure that forest stands on the Premises will be managed for their habitat values as coastal riparian buffer and for perching and nesting sites. The primary objective of any forest management on the Premises will be to manage or enhance the wildlife habitat values thereon. Forest management, if any, undertaken by the Cooperating Entity shall be conducted in accordance with a Forest Management Plan, developed by a licensed professional forester and reviewed by the DSA.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the _____ day of _____, 2017.

THE LAND FOR MAINE'S FUTURE BOARD

By: _____
Patrick Keliher, Its Chairman

**STATE OF MAINE
Department of Agriculture, Conservation and Forestry**

By: _____
Walter E. Whitcomb, Its Commissioner

**COOPERATING ENTITY
Town of Topsham, Maine**

By: _____
Rich Roedner, Its Town Manger

STATE OF MAINE
County of: _____

Date: _____

Then personally appeared the above-named Rich Roedner, duly authorized Town Manager of the Town of Topsham and acknowledged the foregoing to be his free act and deed in his capacity and the free act and deed of said Town of Topsham.

Before me,

Notary Public/Maine Attorney at Law
Print Name: _____
My Commission Expires:
Seal:

**LAND FOR MAINE'S FUTURE FUND
PROJECT AGREEMENT GENERAL PROVISIONS**

Part I – DEFINITIONS

1. The term “DSA” or “Agency” as used herein means the Designated State Agency as shown on Page 1 of the Project Agreement.
2. The term “Director” as used herein means the Commissioner or agency head of the DSA or any representative lawfully delegated the authority to act for such Director.
3. The term “Premises” as used herein means the lot or parcel or parcels of land as described and shown on Page 1 of the Project Agreement.
4. The term “Project” as used herein means a single project, a consolidated grant, a project element of a consolidated grant, or project stage which is subject to the Project Agreement, and as described on Page 1 of the Project Agreement.
5. The term “Cooperating Entity” as used herein means a political subdivision or instrumentality of the State of Maine or a non-profit conservation corporation which will implement the Project as provided in this Agreement.

Part II – CONTINUING ASSURANCES

The Cooperating Entity specifically recognizes that Land for Maine’s Future Fund project assistance creates an obligation to acquire, use and maintain the property described in the Project Agreement consistent with Title 5, M.R.S., Section 6200 et seq., as amended, and augmented by P.L. 2009, c.645, Sec J, and the following requirements:

- A. LEGAL AUTHORITY:** The Cooperating Entity warrants and represents that it possesses the legal authority to apply for the grant and to otherwise carry out the project in accordance with the terms of this Agreement, and has either marketable title to the Premises or a binding Agreement to acquire the same. A resolution or similar action has been duly adopted by the governing body of the Cooperating Entity authorizing the filing of the application and implementation of the Project, including all understandings and assurances contained herein, and directing and authorizing the person identified as the official representative of the Cooperating Entity to act in connection with the application and to provide such additional information as may be required by the LMFB or the DSA and to enter into this Agreement.
- B. FINANCIAL ABILITY:** The Cooperating Entity warrants and represents that it has the funds and the commitment to finance the cost share of acquisition together with all other costs of the Project, including for monitoring and management, except the Land for Maine’s Future Fund share stated on the cover page of this Agreement.
- C. USE OF FUNDS:** The Cooperating Entity shall use moneys granted by LMFB only for the purposes of acquisition/access improvement of the Project as approved by LMFB

and provided for herein.

D. USE AND MAINTENANCE OF PREMISES: The Cooperating Entity shall assure that the Premises shall be forever used, operated and maintained as prescribed in this Agreement and all applicable laws, including without limitation Title 5, M.R.S. Section 6200 et seq., as amended and augmented by P.L. 2009, c.645, Sec J. Permits and licenses necessary for the implementation of this Agreement or use of the Premises shall be obtained and complied with by the Cooperating Entity. All costs of acquisition or implementation of the Project and ownership and management of the Premises shall be paid by the Cooperating Entity, except as to the cost share to be provided by LMFB as specified herein. The Cooperating Entity shall ensure that appropriate signage is established and maintained on the Premises in a prominent location to acknowledge the support of the Lands for Maine's Future Program.

E. RETENTION AND CUSTODIAL REQUIREMENTS FOR RECORDS: The Cooperating Entity shall keep a permanent record in the Cooperating Entity's property records, available for public inspection, to clearly document that the property described in this Project Agreement, and the signed and dated Project boundary map made part of this Agreement has been acquired with Land for Maine's Future Fund assistance and that it cannot be converted to uses other than those specifically provided by this Agreement without the prior written approval of the LMFB and the Director of the DSA..

Financial records, supporting documents, statistical records, monitoring records and all other records pertinent to this grant and the Project shall be retained by the Cooperating Entity and may be inspected by representatives of LMFB and the DSA during normal business hours.

F. ANNUAL REPORTING REQUIREMENTS: On each anniversary of this Agreement, the Cooperating Entity shall report on an annual basis on a monitoring form as approved by LMFB. The form shall be sent to: 1) the Director of the DSA; and (2) the Director of LMFB. For the purposes of this Agreement, the anniversary date for reporting purposes shall be the date of recording of this instrument in the applicable registry of deeds.

G. RIGHT OF ENTRY: The DSA or LMFB, its employees, agents and representatives, shall have the right to enter the Premises at all times and in any manner without prior notice to assure compliance with the terms of this Agreement and any applicable laws.

H. PROVISIONS IN THE EVENT OF TRANSFER:

i. PRIOR NOTICE AND APPROVAL: In the event of any intended sale or transfer, in whole or in part, of the Premises or any interest therein, the Cooperating Entity shall provide at least sixty (60) days prior written notice of the same to the DSA and LMFB and shall obtain written consent from the same prior to such transfer.

ii. DISSOLUTION: In the event of dissolution of the Cooperating Entity, at least sixty (60) days prior written notice of such shall be provided to: (1) the Director, DSA; and (2) Director, LMFB. Prior written consent to the transfer and disposal of the Premises shall be obtained from LMFB as with a conveyance of the Premises under Subsection H(i) unless

the DSA requires that the Cooperating Entity transfer title to the Premises to the DSA or a successor designated by the DSA under Subsection I(d).

iii. SUCCESSORS AND ASSIGNS: Except as otherwise provided herein, this Agreement shall be binding upon and inure to the benefit of the successors and assigns of the parties hereto. The Cooperating Entity shall incorporate the terms of this Agreement by reference in any deed or other instrument by which the Cooperating Entity sells or transfers any interest (including leasehold interest) in all or a portion of the Premises. In the event that the LMFB or the DSA ceases to exist, the rights and responsibilities of that party shall automatically be vested in any successor agency designated by the Legislature. Failing legislative designation, the successor agency shall be as determined by the Governor.

iv. SHARE IN PROCEEDS: In the event of any sale, transfer, or condemnation of any or all of the Premises or disposal of the Premises pursuant to dissolution (hereinafter “transfer”), the Cooperating Entity shall pay to the Land for Maine’s Future Fund, or to another fund designated by the LMFB, a share of the proceeds of the transfer. For the purposes of this Agreement, this share is defined as the product of:

- (a) the ratio of the value of the LMFB’s contribution to the value of the Premises as a whole as of the date of this Agreement, hereby established as **45.3%**, multiplied by
- (b) the appraised value of the transferred Premises or portion thereof at the time of the transfer, unencumbered by this Agreement or other encumbrances recorded after the date of this Agreement (excluding value attributable to authorized improvements to the Premises made after the date of this grant and not paid for by the State).

The LMFB may waive receipt of any proceeds, provided that the said funds are applied to conservation of a substitute property as approved by the LMFB. This payment to the fund shall not relieve the transferee of the continuing obligations to hold, manage and use the Premises under the terms of this Agreement.

The State’s share of proceeds shall be paid to the LMFB at the time of the transfer, sale, condemnation or dissolution for use in another conservation project approved by the LMFB.

I. ENFORCEMENT ALTERNATIVES: In the event that the Cooperating Entity does not meet one or more of its obligations under this Agreement or the deed restrictions and covenants by which it holds title to the Premises, or in the event of dissolution of the Cooperating Entity, the DSA may exercise, in its sole discretion, any of the following remedies following written notice and thirty (30) days opportunity for the Cooperating Entity to cure the default:

- (a) any of the remedies or rights set forth in the Cooperating Entity’s deed to the Premises;
- (b) the right to require specific performance on the part of the Cooperating Entity;

and

- (c) the right to a return of the State's share of proceeds as defined in Section H (iv); and
- (d) any other rights or remedies available at law or in equity including, but not limited to, the right to require that the Cooperating Entity perform remedial work and transfer title to the Premises to the DSA or a successor designated by the DSA under such terms and conditions as the court may require. In the event that the DSA exercises any of the rights available to it upon default of the Cooperating Entity, the Cooperating Entity shall reimburse the DSA for its costs of enforcement and collection, including reasonable attorneys' fees.

In addition to the foregoing remedies, it is understood and agreed that the Project creates a public charitable trust entitled to all the protections thereof under state law.

J. AMENDMENT: This Agreement may not be amended, in whole or in part, except with the written consent of all of the parties hereto.

K. NOTICES: Any notices or requests for approval required by this Agreement shall be in writing and shall be personally delivered or sent registered or certified mail, return receipt requested, or by other courier providing reliable proof of delivery, to the Cooperating Entity, the DSA and the LMFB at the following addresses, unless one has been notified by the others of a change of address:

To Cooperating Entity: Town of Topsham
100 Main Street
Topsham, Maine 04086

To DSA: Maine Department of Agriculture, Conservation and Forestry
22 State House Station
Augusta, Maine, 04333-0022

To LMFB: Land for Maine's Future Program
22 State House Station
Augusta, Maine 04333

NOTE: For the purposes of notice provisions under this Section K, the DSA and the LMFB shall be referred to collectively as the "State", and when being sent, notices shall be sent to both entities.

- (a) In the event that notice mailed to the Cooperating Entity at the last address on file with the State is returned as undeliverable, the State shall send notice by certified mail, return receipt requested, or by such commercial carrier as requires a receipt, and by regular mail to the Cooperating Entity's last known address on file with the tax assessment records of the municipality of Topsham, Maine, and with the Bureau of Corporations, Secretary of the State of Maine, if applicable and the mailing of such notice shall be deemed compliance with the notice provisions of this Agreement. The Cooperating Entity's notices must include sufficient information to

enable the State to determine whether Cooperating Entity's plans are consistent with the terms of this Agreement and the conservation purposes hereof.

(b) When the Cooperating Entity is required to obtain the State's prior written consent and approval, the Cooperating Entity's request shall be in the form of a written application and shall include sufficient details and specifications for the State to adequately review and analyze the same.

Within 60 days of receipt of a complete application, the State shall provide a written decision which shall grant, grant with conditions, withhold approval, or, with consent of the Cooperating Entity, extend the time within which to complete analysis of the application. The parties agree that the application and review process shall be completed as expeditiously as possible.

(c) The State shall not give written consent and approval unless the Cooperating Entity demonstrates to the satisfaction of the State that the proposed use or facilities is consistent with the terms, conditions, and purposes of this Agreement and will not diminish or impair the natural resources and scenic values of the Protected Property.

(d) In the event that the Protected Property is owned by more than one Cooperating Entity, the Cooperating Entity or its successor owners shall designate an agent responsible for the seeking of approvals from the State, and for the receipt of notices from the State. In the event that no single entity or agent is so designated, the approval of or notice to any executive officer of the Cooperating Entity shall be deemed the approval of or notice to all such owners.

Exhibit A
Description of Premises [Tom3]

All that certain parcel of land situated on the southwest side of Cathance Road, in the Town of Topsham, County of Sagadahoc and State of Maine, bounded and described as follows:

Beginning at a 5/8" rebar set in 2013 on the assumed westerly sideline of Cathance Road at a point that is S 07° 46'08" W a distance of 136.93 feet from a similar rebar previously set at the westerly corner of land now or formerly on Inhabitants of Town of Topsham, as shown on Standard Boundary Survey of Cathance Mill Site, revised through October 2009 by Brian Smith Surveying, Inc and recorded in the Sagadahoc Registry of Deeds at Plan Book 45, Page 96;

THENCE N 13° 49' 03" W along the assumed westerly sideline of the Cathance Road, a distance of 102.48 feet;

THENCE N 11° 25' 21" W along said road sideline, a distance of 175.58 feet to land now or formerly of Cullen;

THENCE N 78° 24' 40" W along land of said Cullen and passing through a 1" pipe found at a distance of 1.56 feet, a total distance of 36.06' to a rebar set in 2013;

THENCE S 65° 55' 20" W along land now or recently of said Cullen, a distance of 447.15 feet to a rebar set in 2013 at land now or formerly of Mason;

THENCE S 36° 13' E along said Mason property, a distance of 586.93' to a rebar set in 2013;

THENCE continuing S 36° 13' E approximately 35 feet, to the Cathance River.

THENCE running northwesterly along the high water line of Cathance River and the Mill Pond, a distance of approximately 675 feet to the southerly sideline of Cathance Road;

THENCE westerly and northwesterly along said road, a distance of approximately 614 feet to the point of beginning of the parcel herein described.

Meaning and intending to include 6.97 acres of land, be it the same more or less. The herein described lot includes those premises conveyed to Topsham Development Inc by deed dated December 31, 2014 and recorded in said registry at book 2015R Page 00343.

Also all of the Grantors interest in and to the above referred to Mill Pond that lies between the above described lot and the thread of Cathance Stream.

Also the right in common with others to use the roadway leading to the homestead formerly of William Willes. Said roadway abuts the above described lot on the north side thereof and runs from the Cathance Road 483.21 feet westerly to land now of formerly of Mark B. Mason. Reference is made to deeds from Donald Dizenzo to Dizenzo Inc. Book 327 Page 418 and Book 331 Page 187.

The above described lot is conveyed subject to the existing Town of Topsham Parking and Septic Easement as shown on the above referenced plan of Cathance Mill Site and more particularly described in said registry at Book 373, Page 580.

Reference is made to “BOUNDARY SURVEY LAND OF NORMAN DIRENZO ESTATE & ESTELLA D. PENNY” dated December 31, 2013 by Brian Smith at SITELINES, PA., recorded in said registry Book 2015P, Page 00004.^[Tom4]

Exhibit B
[Insert survey][Tom5]

Board of Selectmen Meeting

For the date of: 07/20/2017

Type of Item:

- Board or Committee Presentation
- Consent Agenda Item
- Public Hearing
- Unfinished Business
- Old Business
- New Business
- Executive Session
- Workshop

Type of Submission:

- Regular Submission
- Additional Agenda Item
- Additional Information

Agenda Number 17-61

(If this is unfinished business, please remember to research and enter the original agenda number above. For regular agenda items, the secretary will assign a number.)

Brief Title of consent or Agenda Item: Consideration and any appropriate action on Police Department's acceptance of bids for the purchase of three police cruisers.

Brief Description of Consent or Agenda Item:

Submitted by: Fred Dunn, Police Lt

Date: 07/11/2017



Christopher A. Lewis
Chief of Police

Town of Topsham, Maine

Incorporated 1764

Police Department

100 Main Street, Topsham, ME 04086-1421
Telephone: 207-725-4337 Fax: 207-725-4604

Frederick Dunn
Lieutenant

Police Cruiser Bid

The Topsham Police Department is accepting bids for three (3) police package SUV cruisers. Vehicles must be black in color. Vehicles must have four doors, AWD, V-6 or V-8, cloth front seats, vinyl rear seats, AC, power locks, power windows, power mirrors, steel wheels black in color, driver's side exterior spot lamp, tilt wheel and should include all standard equipment associated with the police package specifications. We are also requesting the following features be added to both SUV's.

Option Codes: K8A- 2018 Ford Utility Police Interceptor AWD 4dr

- 43D – Dark Car Feature
- 51Y – Drivers side Spot light
- 53M – Ford SYNC
- 549 – Heated side mirrors
- 59C – Fleet keyed (1294X)
- 60A – Pre-wire grille lamp, siren and speaker
- 66C – Rear lighting solutions
- 86P – Headlight housing (Pre-drilled holes)
- 86T – Rear light housing (Pre-drilled holes)

A firm delivery date should be specified and included with the bid.

Sealed bids will be accepted at the Topsham Police Department until 10:00 a.m. on June 27, 2017. The bids will be opened in the Town Manager's Office and all bids must be submitted in a sealed envelope, clearly marked "Police Cruiser Bid", addressed to the Chief of Police Christopher A. Lewis, Topsham Police Department 100 Main Street, Topsham, Maine 04086.

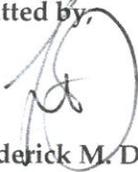
The Town of Topsham reserves the right to accept or reject any or all bids.

The Topsham Police Department will seek to utilize the following vehicle as a trade in to be applied toward the purchase price for the selected police cruiser bid:

1. 2011 Ford Crown Victoria black and white in color, 4 doors, 120,000+ miles. This car does have a transmission issue when put in reverse. Transmission has been repaired.
2. 2010 Ford Crown Victoria black and white in color, 4 doors, 142,000 miles. This car just acquired an overheating issue. Engine has been replaced with engine with 80,000 miles on it.
3. 2002 Chrysler concord white in color, 4 doors, 114,319 miles.

These vehicles will be available for viewing upon request. For viewing appointment contact Lieutenant Frederick Dunn at (207)-725-4337 or via email at fdunn@topshammaine.com.

Submitted by,



Lt. Frederick M. Dunn
Topsham Police Department
fdunn@topshammaine.com

Board of Selectmen Meeting

For the date of: 07/20/2017

Type of Item:

- Board or Committee Presentation
- Consent Agenda Item
- Public Hearing
- Unfinished Business
- New Business
- Executive Session
- Workshop

Type of Submission:

- Regular Submission
- Additional Agenda Item
- Additional Information

Agenda Number: 17-62

(If this is Unfinished Business, please remember to research and enter the original agenda number above. For Regular Agenda items, the Secretary will assign a number.)

Brief Title of consent or Agenda Item: Consideration and any appropriate action on the Police Department submitting a grant request for a ballistic vest for K-9 Jobe.

Brief Description of Consent or Agenda Item:

The Police Department is seeking permission to obtain a ballistic vest for K-9 Jobe through Vested Interest in K9s. This ballistic vest will provide protection for Jobe while on duty and does not require any matching funds.

Submitted by: Christopher A. Lewis, Chief of Police

Date: 07/12/2017



Vested Interest in K9s, Inc. Vest Recipient Application

PLEASE SUBMIT IN ONE EMAIL.

ONLY COMPLETED APPLICATIONS WILL BE REVIEWED.

The mission of non-profit Vested Interest in K9s, Inc. is to spread awareness about and raise much-needed funds to provide bullet and stab protective vests and other assistance to K9s of law enforcement and related agencies throughout the United States. The 501c(3), Massachusetts based organization, offers the vests at no cost to the eligible agencies.

Vest awards are given on a first come, first served basis as funds become available and are embroidered with the sentiment: "This gift of protection provided by Vested Interest in K9s, Inc." This application does not guarantee that a K9 vest will be awarded.

To be eligible for consideration to receive a ballistic K9 vest, law enforcement and related agencies must agree to all of the following terms and conditions.

RECIPIENT PARTICIPATION TERMS:

As a participant, the agency/department agrees to:

1. Complete and submit a vest sizing form via email PDF or JPG (see attached).
2. Provide copy of K9's current certification, demonstrating that the K9 team is certified, actively employed in the United States by the agency or department, and that the K9 is at least 20 months of age.
3. Provide a one paragraph biography for each applicant team: describing the K9 team (including their certifications /dept/state), as well as detailing the K9's age, abilities, personality traits, likes, and dislikes. This should be attached in an MS Word or text document or pasted directly into the email.
4. Provide **TWO, HIGH QUALITY, in focus, close up, clear digital photos in good lighting** of each K9 applicant (one off-duty and one on-duty), with or without the handler, and attach in JPG or PNG format, via email.
5. Submit a local press release at each of the following times: **(1) IMMEDIATELY upon notification of vest award & (2) UPON RECEIPT of the awarded vest(s)** (approx. 10 weeks post order), to at least one of the following media outlets: local, non-subscription newspaper(s) or public social media page or post. A template for this release, along with instructions, is provided by Vested Interest in K9s, Inc. to the PIO listed below when the application is approved. It must appear, in its entirety, as defined in its instructions. Additional media coverage via social media, print, radio, television, etc... is appreciated.

Application email: application@vik9s.org. Applications are accepted by email only. Questions call (508) 824-6978

In order for an applicant to be considered, all fields on this form must be completed, agreed to, and submitted by an authorized party. The submission must also include the required supporting documents and photos.

Please below list each K9 team (Handler and K9) that is applying: !!

- Officer Lucas Shirkland + K9 Jobe

Authorized party: listed below, provides permission via signature, to Vested Interest in K9s, Inc. to utilize the submitted biography and photos for fundraising activities through social media our website and third party fundraising promotions. Permission to use, publish and reproduce comments and testimonials received from the law enforcement agency or other related grant recipient on behalf of his/her K9 partner including name, K9s name, department, city and state for promotion, advertising or any other purpose is granted to Vested Interest in K9s, Inc.

****Handler, please have your administration sign this application.**

Printed Name: Christopher A. Lewis
PRINTED NAME OF AUTHORIZED SIGNER

Authorized Signature: Christopher A. Lewis
ORIGINAL SIGNATURE REQUIRED
Print, sign, scan, and return via email

Date: 06/20/17 Title: Chief of Police Phone: 209-725-4377

Email: c. Lewis @ topshammaine.com Dept: Topsham Police Dept. State: ME

PIO Name: Christopher A. Lewis Phone: 209-725-4377 Email: c. Lewis @ topshammaine.com
PUBLIC INFORMATION OFFICER

PRIVACY POLICY: Only the submitted biography and photos may be made public as specified within this application. Contact details for the handler/officer, department, and/or any other personal or identifiable information shall remain confidential to Vested Interest in K9s, Inc. We are committed to the privacy and protection of all officers, both human and K9.

Board of Selectmen Meeting

For the date of: 07/20/2017

Type of Item:

- Board or Committee Presentation
- Consent Agenda Item
- Public Hearing
- Unfinished Business
- New Business
- Executive Session
- Workshop

Type of Submission:

- Regular Submission
- Additional Agenda Item
- Additional Information

Agenda Number: 17-63

(If this is Unfinished Business, please remember to research and enter the original agenda number above. For Regular Agenda items, the Secretary will assign a number.)

Brief Title of consent or Agenda Item: Consideration and any appropriate action to enter into Executive Session to discuss a personnel matter pursuant to 1 M.R.S.A. § 405 (6) (A).

Brief Description of Consent or Agenda Item:

Submitted by: Rich Roedner, Town Manager **Date:** 06-27-2017