

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

***Workshop on the Personnel Policy following the
regular meeting**

Pledge of Allegiance –

Roll Call of Board Members –

Town Manager's Report –

Board and Committee Reports and Updates –

- Update on the Topsham Library- Susan Preece, Director of Topsham Library
- Update from the Comprehensive Plan Committee- Larry Fitch, Chair
- Update from the Tree Committee/Forester regarding tree harvest at the Solid Waste Facility- John Cullen, Tree Committee

Public Comment –

Correspondence –

Adjustments to the Agenda –

Consent Calendar –

1. Approval of the minutes of the Regular Selectmen meeting 8-17-17.

Public Hearing –

Unfinished Business –

Old Business –

New Business –

17-75- Consideration and any appropriate action on declaring September as Childhood Cancer Awareness month.

17-76- Consideration and any appropriate action on approving Landfill Monitoring and testing contract to CES. Inc.

17-77- Consideration and any appropriate action to approve the request to make the Solid Waste Facility a Tree Farm.

17-78- Consideration and any action to approve the Computer service contract.

17-79- Consideration and any appropriate action on status and disposition of Edgecomb Bridge.

17-80- Consideration and any appropriate action to extend Topsham's current list of "Paper Streets" pursuant to Title 23 M.R.S.A. §3302 for a period of twenty years.

Executive Session-

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
Carol Eyerman, AICP, Assistant Planner
Date: August 15, 2017
Re: UPDATE - Comprehensive Plan Update Committee

As you are aware the comprehensive plan committee has been very busy preparing and planning for the upcoming 5 day planning event "Find · Meet · Plan · Your Topsham". They have spent the past two months meeting multiple times during each month to make decisions on how the event will proceed. Working with the consulting team they are prepping the site of the old fire barn in the Lower Village to accommodate this multi day event. Attached is draft schedule of the planning input sessions and public activities, a site layout concept and general area map showing parking locations. The intent of the site and event planning is to create "community buzz", demonstrate ideas (planning), showcase Topsham people and businesses, and activate the space to draw people to the site. During the 5 days there are multiple input sessions that will be topical community conversations based on transportation, recreation, etc. as well as a full time open studio where the consultants will be gathering input for 5 full days and evenings.

The highlights of the events that are currently being planned are:

1. Thursday evening Kick-off – Bean Supper fundraiser for the fire dept. and community conversation (project overview)
2. Friday – input sessions and open studio evening Historic Lantern Walk – Outdoor Movie (the Parks and Recreation Department will be screening *Wonder Woman*)
3. Saturday – input sessions/ pop up library (with activities)/ music/ food trucks – evening community conversation
4. Sunday – elected official meeting with consulting team (proposed)/ Sunday Market (local vendors)
5. Monday – open studio/ food/closing session focusing on what was learned/heard over the 5-day event.

We are working with all necessary staff including police in regards to safety and Linda Dumont in regards to licenses needed. We will provide an update for the Board when we obtain more details. As this is a public event being planned by the Town we are hoping that some license fees may be waived; again we can return for further discussion if necessary.

Abutter outreach is underway and will be ongoing. Thus far local businesses in the area are excited to participate. We will plan to advertise this event fully after this update with the Board of Selectmen.

Currently, the Comprehensive Plan Update Committee is reaching out to residents through social media with a “Find Your Topsham” campaign to draw attention to Topsham’s many landscapes and neighborhoods.

In September, committee members will “Meet Your Topsham”, taking a bus tour to the town’s various neighborhoods, observing the character and aspects that make each neighborhood and place unique.

October’s five-day “Plan Your Topsham” event will be held in the Lower Village inside the old Firehouse and the outdoor spaces around it. Both a celebration of Topsham today and hands-on planning event, the work completed over the five days will serve to guide the preparation of Topsham’s Comprehensive Plan update.



Porta-Potties

Library

Food

Food

Tent

Studio

Music

Activity Area

Vendors

Fire Station

Vendors



Mill Island

Fire Station

United Baptist Church

Williams Cone School

Androscoggin River

Elm St

Fairgrounds

Route 196

Potential Event Area
 Potential Parking

Board of Selectmen Meeting

For the date of: 09/7/2017

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 08-17-2017.

Brief Description of Consent or Agenda Item: see attached

Submitted by Rich Roedner, Town Manager **Date:** 08/18/2017

MINUTES
TOWN OF TOPSHAM
BOARD OF SELECTMEN MEETING
AUGUST 17, 2017 - 7:00 p.m.

MEMBERS PRESENT: Marie Brilliant
Ruth Lyons
William Thompson
Roland Tufts

MEMBER(S) ABSENT: David Douglass

STAFF PRESENT: Richard Roedner, Town Manager

A meeting of the Topsham Board of Selectmen was held on Thursday, August 17, 2017 in the Donald A. Russell Meeting Room, at the Municipal Building, 100 Main Street, Topsham, Maine.

CALL TO ORDER

Vice Chairman Thompson 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, except for Mr. Douglass, who had been excused.

TOWN MANAGER'S REPORT

Nomination papers are now available at the Town Clerk's Office for the November election. There are two seats open on the Board of Selectmen and four on the School Board.

Reminder to all residents and business owners that Topsham's Comprehensive Plan Kick off Meeting and Event – Plan Your Topsham – will be held from October 19 until October 23, at the old Fire Station on Green Street. Over the course of these five days, there will be a series of structured events along with a long string of unstructured community gathering events, all intended to solicit information from the public in many different ways about the future of Topsham. There will be community meals, events for kids, food, topical sessions, eats, fun, activities, nourishment and probably lots of cookies. So mark your calendars, postpone your vacations and family weddings, to join in this important event in the future history of Topsham. For more information, check out the webpage, www.topshammaine.com/compplan, or our facebook page, [planyourtopsham](https://www.facebook.com/planyourtopsham).

Topsham Police Department's K9 Jobe will receive a bullet and stab protective vest, thanks to a charitable donation from a non-profit organization – Vested Interest in K9's, Inc. K9 Jobe's vest is sponsored by HeatherFest fundraiser in 2016 hosted by Heather McKibben of Norton, Massachusetts and will be embroidered with the sentiment "Donated by HeatherFest in memory of Gertie O.". Delivery is expected within 8 to 10 weeks.

The conation to provide one protective vest for a law enforcement K9 is \$1,050. Each vest has a value between \$1,795 and \$2,234 with a 5-year warranty. The vest weighs between 4 and 5 pounds. There is an estimated 30,000 law enforcement K9's throughout the United States.

Officer Lucas Shirland and K9 Jobe have been working hard over the past several months obtaining certification and training as a patrol team. Their next level of training will focus on drug searches which will expand our department's capabilities for investigating narcotics violations. A special bond has formed between this team as they not only work together, they also live together. Vested Interest in K9s, Inc. has provided an opportunity to protect our K9, while eliminating the financial impact to the Town's budget. The Topsham Police Department is grateful for the opportunity Vested Interest in K9s, Inc. has provided our agency with this grant award.

Sincere condolences are extended to the family and friends of Topsham employee Wayne Campbell who recently passed away. Wayne's funeral was last week, followed by a Celebration of Wayne's life with a lot of people attending.

BOARDS AND COMMITTEE REPORTS – Note noted.

PUBLIC COMMENT – Vice Chairman Thompson read aloud a memo to the Town Manager and Board of Selectmen dated August 17, 2017 from Alison Hawkes of 19 Main Street. The memo read as follows:

"Topsham Selectmen,

I was hoping to address the board in person. It seems we have many conflicting meeting nights. I have a School Board Policy meeting tonight as well.

I wanted to address the parking in front of my building (19 Main St.) and my neighbor at Michaud's Market. Jim and I were seeking for the board to deem these 3-4 spots as timed parking, preferably 15 minutes. These spots have become long term for many. My other neighbor that has a huge parking lot will consistently have employees park there all day. It's a huge burden to Michaud's that relies on quick, easy parking, especially with many elderly customers. I haven't had a tenant downstairs and the biggest deterrent is the parking. They used to be marked. And winter time is a nightmare as well because the plows leave snow banks in front of buildings, to be taken care of by us.

Honestly, I would be happy if the spots could be used by many and not monopolized by a few. We all have businesses we are trying to keep afloat.

Please let me know how we can help move this forward!

Thank you very much for your time.

Sincerely,

*Alison Hawkes
19 Main Street"*

The Town Manager said the parking stalls have not been marked since DEP resurfaced the road. He said there are actually only two spaces – one in front of each building. He will see that they are repainted.

CORRESPONDENCE – None noted.

ADJUSTMENTS TO THE AGENDA – None noted.

CONSENT CALENDAR

1. Approval of the minutes of the Regular Selectmen’s Meeting of August 3, 2017

Motion was made by Selectman Tufts, seconded by Selectman Brilliant, and it was

VOTED

To approve the minutes of the Regular Selectmen’s Meeting of August 3, 2017, as written.
(The vote was 3-0 with one abstention (Selectman Lyons))

PUBLIC HEARING – None noted.

UNFINISHED BUSINESS – None noted.

OLD BUSINESS - None noted.

NEW BUSINESS

17-71 CONSIDERATION AND ANY APPROPRIATE ACTION TO APPROVE THE PURCHASE OF A NEW PICKUP TRUCK FOR THE TOPSHAM PUBLIC WORKS

Public Works Director Dennis Cox spoke to this item saying the bid package was sent to five dealers and only one response came back from O’Connor Auto Park in Augusta. Mr. Cox said the bid meets requested specifications and he recommended the purchase from O’Connor.

Following discussion, motion was made by Selectman Tufts, seconded by Selectman Lyons, and it was unanimously (of those present)

VOTED

To approve the purchase of a 2017 GMC Sierra Pickup for the Topsham Public Works from O’Connor Auto Park, amount not to exceed \$34,790.

17-72 CONSIDERATION AND ANY APPROPRIATE ACTION TO APPROVE THE PURCHASE OF A NEW SIDEWALK PLOW FOR THE TOPSHAM PUBLIC WORKS

Public Works Director Dennis Cox recommended the purchase of a 2017 Trackless MT7 sidewalk plow from H.P. Fairfield for \$134,700, including a snow blower. Mr. Cox said \$140,000 was budgeted for this purchase. It was noted that the bid meets required specifications. Only one bid was received because of the specifications where a “Trackless” brand was requested to be able to use existing parts on the new unit.

Motion was made by Selectman Tufts, seconded by Selectman Lyons, and it was unanimously (of those present)

VOTED

To approve the purchase of a new sidewalk plow for the Public Works Department, cost not to exceed \$134,700.

17-73 CONSIDERATION AND ANY APPROPRIATE ACTION TO APPROVE THE BID AND PURCHASE OF A ONE-TON PICKUP TRUCK TO REPLACE THE 1994 BRUSH TRUCK FOR THE TOPSHAM FIRE DEPARTMENT

EMS Director and Acting Fire Chief Mike Labbe spoke to this item saying bid requests went out to six vendors and only one responded – O’Connor GMC. Mr. Labbe recommended the purchase of the one-ton pickup truck from O’Connor for \$31,009. He said the remaining funds from the budget line (\$13,991) will be used to finish outfitting the truck, including lettering, light bar replacement, front brush guard, rear guard protection and a front hitch. The remaining work is estimated to be approximately \$6,000, and will be done locally.

Motion was made by Selectman Tufts, seconded by Selectman Lyons, and it was unanimously (of those present)

VOTED

To approve the purchase of a brush truck from O’Connor CMG in the amount of \$31,009, with a portion of the remaining funds from the budget to be used to outfit the truck.

17-74 CONSIDERATION AND ANY APPROPRIATE ACTION ON THE APPOINTMENT OF DWIGHT BALSER TO THE TOPSHAM SEWER DISTRICT

Motion was made by Vice Chairman Thompson, seconded by Selectman Lyons, and it was unanimously (of those present)

VOTED

To appoint Dwight Balsler to the Topsham Sewer District for the balance of the unexpired term.

EXECUTIVE SESSION – None noted.

ADJOURNMENT

Motion was made, seconded, and it was unanimously (of those present)

VOTED

To adjourn the meeting at 7:20 p.m.

Respectfully submitted,

Patty Williams, Recording Secretary

Board of Selectmen Meeting

For the date of: 09/07/2017

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: 17-75

(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 declaring September as Childhood Cancer Awareness month.

Brief Description of Consent or Agenda Item:

Submitted by: Rich Roedner, Town Manager

Date: 08/24/2017

PROCLAMATION

The Town of Topsham recognizes September as Childhood Cancer Awareness Month

Whereas, cancer is the leading cause of death by disease among U.S. children and is detected in more than 15,000 of our country's sons and daughters; and

Whereas, September is Childhood Cancer Awareness Month, a time to honor and remember the children and families facing childhood cancer today to help rally support to give kids with cancer better outcomes; and

Whereas, thanks to ongoing advances in research and treatments, the five year survival rate for all childhood cancers has climbed from less than 50 percent to 80 percent over the last several decades, however help does not come soon enough for many of our sons and daughters and too many families suffer pain and devastating loss; and

Whereas, innovative studies are leading to real breakthroughs, reminding us of the importance of supporting scientific discovery and moving closer to finding cures, though much work remains to be done; and

Whereas, during National Childhood Cancer Awareness Month we remember the children who have been taken from us far too soon and we extend our support to all those who continue to battle this illness with their incredible strength and courage.

Now therefore, we, the Topsham Board of Selectmen, do hereby proclaim the month of September, 2017 as

Childhood Cancer Awareness Month

In honor of Madison Arndt, an almost 3-year old Brunswick resident who has been battling stage 3 high-risk neuroblastoma for more than a year. The Town of Topsham recognizes September as Childhood Cancer Awareness Month, paying tribute to the families, friends, professionals and communities who lend their strength to children fighting pediatric cancer.

Approved on this day, September 7, 2017 by the
Topsham Board of Selectmen

David Douglass, Chairman
Ruth Lyons

William Thompson, Vice Chairman
Marie Brilliant Roland Tufts

Board of Selectmen Meeting

For the date of: 09/07/2017

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: 17-76

(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 approving Landfill monitoring and testing contract to CES. Inc

Brief Description of Consent or Agenda Item:

Submitted by: Ed Caron, Solid Waste Director

Date: 08/18/2017

MEMORANDUM

To: Board of Selectmen
From: Richard Roedner, Town Manager
Date: August 18, 2017
Re: Proposal for consulting services
Landfill monitoring and testing

This is an annual approval of a contract with CES to continue the landfill well monitoring program that we have had in place since the landfills closed. CES has been doing this work for us for a number of years now, and has a thorough understanding the systems in place, as well as the monitoring plan (which they helped to amend over the past couple of years).

Staff recommendation is that we waive the bid policy of competitive bidding, and award the contract to CES for a sum of \$7,200, and authorize the Town Manager to sign the contract on behalf of the Town. Should wage costs increase after January 1, 2018 (see page 3, paragraph 2), you might want to give the Town Manager to approve any change in the cost of the contract for the balance of the contract life.



Engineers ♦ Environmental Scientists ♦ Surveyors

June 12, 2017

Mr. Rich Roedner
Town of Topsham
100 Main Street
Topsham, Maine 04086

Re: Proposal for Environmental Consulting Services | Town of Topsham Landfill

Dear Mr. Roedner:

CES, Inc. (CES) is pleased to submit this proposal to the Town of Topsham (Town) for completing the 2017 annual environmental monitoring at the landfill.

SCOPE OF SERVICES

2017 Annual Environmental Monitoring at the Topsham Landfill: CES will complete water quality sampling at the Topsham Landfill as recommended in the Site's Environmental Monitoring Plan dated August 2016.

CES will collect samples from four existing monitoring wells, one pond location, five residential water supply wells, and one water supply well at the Town's Transfer Station. In accordance with the 2015 Topsham Landfill Post Closure and Water Quality Monitoring Report, a duplicate sample will be collected from the water supply well (WW-1). Because the report did not indicate that an equipment blank sample was necessary, CES will not collect an equipment blank during the 2017 sampling event.

Site monitoring wells will be sampled using a peristaltic pump. CES will use low-flow sampling methods consistent with MDEP regulations (e.g., recently revised Chapter 405). Prior to sampling, depth to water measurements will be taken at each well. During sampling, field indicator parameters (turbidity, temperature, pH, dissolved oxygen, specific conductance @ 25°C, and odor) for the monitoring wells will be measured using a flow-through cell. The pond sample, residential samples, and water supply sample will be collected as grab samples.

Groundwater samples (MW-1D, MW-3D, MW-4, TW-4, and WW-1), and pond sample Pond #3 collected during the 2017 sampling event will analyzed for the following parameters:

Mr. Rich Roedner | 06.12.2017 | 10166.000.03 | Page 1



Seven Locations in Maine | www.ces-maine.com

640 Main Street
Lewiston, Maine 04240
T 207 795 6009
F 207 795 6128

- ◆ Ammonia as N, Arsenic, Bromide, Calcium, Chloride, Iron, Magnesium, Manganese, Nitrate as N, Nitrite as N, Potassium, Sodium, Sulfate, Total Alkalinity, Total Dissolved Solids, and Total Organic Carbon.

In addition to the parameters listed above, the sample collected from MW-4 will also analyzed for nickel, and the samples collected from MW-3D and WW-1 will also analyzed for cadmium.

The residential water supply wells will be analyzed for the following parameters:

- ◆ Ammonia as N, Arsenic, Bromide, Calcium, Chloride, Iron, Magnesium, Manganese, Nitrate as N, Nitrite as N, Potassium, Sodium, Sulfate, Total Alkalinity, Total Dissolved Solids, and Total Organic Carbon.

During 2017, the MDEP requested that all monitoring wells and residential wells be analyzed for methane.

Analytical data will be entered into the MDEP Electronic Data Deliverable (EDD) format and compiled into an Annual Report which will be submitted to the Town of Topsham and the MDEP as specified in the EMP.

As part of the post-closure monitoring program, the Town of Topsham is required to conduct annual inspections of the closed Sanitary Landfill, Inert Landfill, and Sludge Landfill cover systems and drainage ways which collectively make up the Topsham Landfill. CES will complete annual post-closure landfill site inspections of cover systems during the month of April, in accordance with MDEP Solid Waste Rules Chapter 401, Section 6(B) 6 and 6(C). The 2017 annual inspection for the closed Sanitary Landfill, Inert Landfill, and Sludge Landfill cover systems will be completed in one site visit. The visual inspection will include assessment of:

- ◆ Cover Condition
- ◆ Cover Settlement
- ◆ Surface Water Drainage and Ponding
- ◆ Groundwater Monitoring Well(s) (above grade portion)
- ◆ Access Roads
- ◆ Security (gates, fences, and signage)
- ◆ Leachate Seeps
- ◆ Litter

A summary report will be completed noting any identified cover system deficiencies and required maintenance actions. The reports will be reviewed by a Licensed Maine Professional Engineer and forwarded to the Town of Topsham.

COMPENSATION

CES projects a **cost estimate** of **\$7,200.00** based on our understanding of this project and similar projects we have been involved with. These cost estimates include all charges for labor, materials, expenses, production, communication, and other cost necessary to perform the Scope of Services described above.

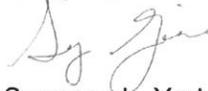
Invoices for services will be issued monthly based on the attached Schedule of Charges for personnel for actual time expended, plus reimbursement of direct expenses incurred. It is also agreed that the Schedule of Charges will remain firm for any phase of services authorized and performed prior to December 1, 2017. Beyond that date, however, we reserve the right to adjust the schedule to reflect then current wage and cost conditions.

AUTHORIZATION

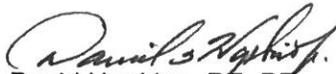
If this proposal is acceptable to you, please sign in the approval block and return a signed copy for our files. CES is prepared to initiate work on this project upon receipt of a signed copy of this proposal. Out of scope services will not be performed without your prior written approval. Furthermore,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

If you have any questions concerning this proposal or if additional services are needed, please feel free to contact either of the undersigned at (207) 795-6009 or (207) 764-8412 respectively.

Sincerely,
CES, Inc.



Suzanne L. Yerina, P.G.
Project Geologist



David Hopkins, PE, PF
Senior Project Manager

SLY/rit
Enc.

Acceptance and Authorization to Proceed
on behalf of the Town of Topsham:

Signature: _____ Billing Address: _____

Printed Name: _____ City/State/ZIP: _____

Date: _____ Email (Optional): _____

Phone: _____ Fax: _____

SCHEDULE OF CHARGES
(EFFECTIVE NOVEMBER 28, 2016)

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

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

EXPENSES: Subconsultant's fees processed through CES will be marked up 15% to cover our direct costs associated with retaining these services. Mileage will be billed at the current State of Maine rate. Photocopies, blue prints, and other project related reimbursable expenses will be billed at cost.

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

CES, Inc.
Professional Services Terms and Conditions

1. General

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

2. Services

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

3. Additional Services

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

4. Compensation for Services

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

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

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

6. Invoices and Payment Terms

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

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

7. Suspension and Termination of Contract

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

8. Term

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

9. Standard of Care

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

10. Construction Phase Services

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

11. Indemnification

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

12. Insurance

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

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

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

13. Limitation of Liability

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

14. Confidentiality

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

15. Intellectual Property/Ownership of Documents

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

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

16. Use of Electronic Media

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

17. Record Retention

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

18. Force Majeure

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

19. Dispute Resolution

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

20. No Third Party Beneficiaries

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

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

21. Assignment

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

22. Subcontracts

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

23. Notices

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

24. Precedence

These Professional Services Terms and Conditions shall take precedence over any inconsistent or contradictory provisions contained in any proposal, contract, purchase order, requisition, notice to proceed or like document.

25. Severability

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

26. Legal Action

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

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

27. Governing Law

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

28. Public Responsibility

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

29. Survival

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

30. Right of Entry

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

31. Safety

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

32. Entire Agreement

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

Professional Services Terms and Conditions with Field Services**1. Site Access**

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

2. Utilities and Subsurface Conditions

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

3. Samples

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

4. Environmental Testing

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

5. Asbestos and Mold Investigations

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

6. Hazardous Substances

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

7. Subsurface Risks

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

8. Disposing of Hazardous Waste

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

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

Board of Selectmen Meeting

For the date of: 09/07/2017

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: 17-77

(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 approve the request to make the Solid Waste Facility a Tree Farm.

Brief Description of Consent or Agenda Item:

Submitted by: Ed Caron, Solid Waste Director , Pam LeDuc, Parks/Rec Director Date: 08/23/2017

Memo

To: Board of Selectmen

From: Ed Caron  Solid Waste Facility Director, Pam LeDuc  Parks and Recreation Director

cc: Rich Roedner, Town Manager

Date: 8/22/17

Re: Request to consider making the Solid Waste Facility a Tree Farm

As we have finished the Tree Harvest at the Solid Waste Facility, the Forester Paul Larivee from SAPPI has encouraged us to consider applying for Tree Farm status. Attached you will find a completed application that would need to be signed by Rich, should you decide to do so.

Becoming a Tree Farm would be beneficial to the Town for the following reasons:

- Establishes that we are being a responsible sustainable forest owner to the Public.
- May enable us to apply for addition Project Canopy Grants.
- Will improve our application to Tree City USA, should we choose to do so.



American Tree Farm System (ATFS) Tree Farm Inspection Record

ATFS Form DD4 Revised 01/15

State **ME** Tree Farm Number

INITIAL INSPECTION INITIAL INSPECTION: HOW DID THE LANDOWNER LEARN ABOUT ATFS? (Check All That Apply)

<input checked="" type="checkbox"/> Certified/Recognition	<input checked="" type="checkbox"/> My Inspector	Currently a Tree Farmer	ATFS Sign	Referred by Tree Farmer	Website
Pioneer	Brochure	Landowners Assn	Magazine	Forestry Association	Field Day/Education Event

REINSPECTION

Recertification/Renewal	Decertification (Choose One)	Deceased	Missing	No Interest
Pioneer		Sold	Substandard	

FIELD INSPECTION DATE INTERVIEW DATE

Month	Day	Year	Month	Day	Year	Type	Phone	Email
3	29	17	3	29	17	<input checked="" type="checkbox"/> Field		

LANDOWNER INFORMATION (Legal Owner) PRIMARY CONTACT

Organization or Last Name	First Name	MI
Co-Owner / Contact Last Name	First Name	MI

PRIMARY CONTACT

Mailing Address 1	Mailing Address 2		
City	State	Zip	Absentee Landowner?
			Yes No
Email	Phone	Preferred Contact	
		Any Phone Email No Contact	

WHICH CONSERVATION ORGANIZATIONS ARE YOU INVOLVED IN? (Check All That Apply)

State Forestry Assn
 State Landowner Assn
 County/Local Forestry Assn
 Ducks Unlimited
 Nat Wild Turkey Fed
 QDMA
 Other (Please Specify): **Municipal, Project Canopy Maine Forest Service**

TREE FARM LOCATION

County	Town	Forested Acres	Location (Legal or GPS)
Sagadahoc	Topsham	100 +/-	Townsend Way

OWNERSHIP TYPE (Check One) WHICH PROGRAMS IS THE PROPERTY ENROLLED IN? (Check All That Apply)

Non-Industrial Private/Family	Conservation Easement	Forest Tax Law / Tax Abatement	<input checked="" type="checkbox"/> State Forest Stewardship Program
Other Public (non-State Forests)	Successional Planning (Estate Planning, etc)		
<input checked="" type="checkbox"/> Municipal/City/Village	Cost Share (Please Specify)	Other (Please Specify)	
Other	Federal <input checked="" type="checkbox"/> State Local	Project Canopy	

NOTES/UPDATES

*** New Nameplate:**

APPROVALS

<input checked="" type="checkbox"/> Landowner * Signature	Month	Day	Year	I, Landowner, understand that, by checking this box, my typed or written signature constitutes a legal signature.
Qualified ATFS Inspector Signature	Month	Day	Year	Recommendation
First Name	MI	Last Name		<input checked="" type="checkbox"/> Certification/Recognition Pioneer Decertification
Regional Approval Signature	Month	Day	Year	Recommendation
State Approval Signature	Month	Day	Year	Recommendation
				Certification/Recognition Pioneer Decertification

This form is the property of the ATFS and must be used with the ATFS 52100 RFP Standard or Substandard Inspection and all other ATFS regulations. The signature of the inspector is required for all ATFS inspections and is required for all ATFS inspections. The signature of the landowner is required for all ATFS inspections. The signature of the landowner is required for all ATFS inspections. The signature of the landowner is required for all ATFS inspections. Only required for new certifications.

STANDARD 1: COMMITMENT TO PRACTICING SUSTAINABLE FORESTRY (MANAGEMENT PLAN)

<p>PM 1.1 Landowner has and implements a written forest management plan consistent with the size of the forest and the scale and intensity of the forest activities.</p>		<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No
<p>Location of management plan, maps and other related documents?</p> <p><i>Town and Forester/Inspector</i></p>			
Notes/Observations	<p>Indicator</p> <p>1.1.1. Management plan is active, adaptive and embodies the landowner's current objectives, remains appropriate for the land certified and reflects the current state of knowledge about natural resources and sustainable forest management.</p>	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No
	<p>1.1.2. (a) Management plan describes current forest conditions, landowner's objectives, management activities aimed at achieving landowner's objectives, documents a feasible strategy for activity implementation and includes a map accurately depicting significant forest-related resources.</p>	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No
	<p>1.1.2. (b) Management plan demonstrates consideration of the following resource elements: forest health, soil, water, wood and fiber production, threatened and endangered species, special sites, invasive species and forests of recognized importance (FRI).</p>	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No
	<p>1.1.2. (c) Where present and relevant to the property, the plan describes management activities related to the following elements: fire, wetlands, desired species, recreation, forest aesthetics, biomass, and/or carbon.</p>	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No
	<p>1.1.3. The landowner should monitor for changes that could interfere with the management objectives as stated in management plan. When problems are found, are reasonable actions taken?</p>	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No

STANDARD 2: COMPLIANCE WITH LAWS

<p>PM 2.1 Landowner complies with all relevant federal, state, county and municipal laws, regulations and ordinances governing forest management activities.</p>		<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No
Notes/Observations	<p>Indicator</p> <p>2.1.1. Landowner corrects conditions that led to adverse regulatory actions, if any.</p>	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No
	<p>2.1.2. Landowner should obtain advice from appropriate qualified natural resource professionals or qualified contractors who are trained in, and familiar with, relevant laws, regulations and ordinances.</p>	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No

STANDARD 3: REFORESTATION AND AFFORESTATION

<p>Has the property been harvested or afforested since 2010 under this ownership? (If no, skip to Standard 4: Air, Water and Soil Protection)</p>		<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No
<p>If yes, PM 3.1 reforestation or afforestation achieved by a suitable process that ensures adequate stocking levels.</p>		<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No
Notes/Observations	<p>Indicator</p> <p>3.1.1. Harvested forest land achieves adequate stocking of desired species reflecting the landowner's objectives, within five years after harvest, or within a time interval as specified by applicable regulation.</p>	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No
	<p>Tot. Number of acres affected? Methods of regeneration? Species selected?</p> <p><i>80 +/- Natural w. pine/oak</i></p>		

STANDARD 4: AIR, WATER AND SOIL PROTECTION

<p>PM 4.1 Landowner meets or exceeds practices prescribed by State Forestry Best Management Practices (BMPs) that are applicable to the property.</p>		<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No
Notes/Observations	<p>Indicator</p> <p>4.1.1. Landowner implements specific State Forestry BMPs that are applicable to the property.</p>	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No
	<p>4.1.2. Landowner minimizes road construction and other disturbances within riparian zones and wetlands.</p>	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No
<p>PM 4.2 Landowner considers a range of forest management activities to control pests, pathogens and unwanted vegetation.</p>		<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No
<p>Have pesticides been used on the property? (If no, skip to Prescribed Fire)</p>		Yes	<input checked="" type="checkbox"/> No
Notes/Observations	<p>Indicator</p> <p>4.2.1. Landowner should evaluate alternatives to pesticides for the prevention or control of pests, pathogens and unwanted vegetation to achieve specific management objectives.</p>	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No
	<p>4.2.2. Pesticides used are EPA-approved and applied, stored and disposed of in accordance with EPA-approved labels and by persons appropriately trained, licensed and supervised.</p> <p><i>N/A</i></p>	Yes	<input type="checkbox"/> No

Landowner's Last Name State Tree Farm Number

PRESCRIBED FIRE

Is prescribed fire used on the property? (If no, skip to Standard 5: Fish, Wildlife, Biodiversity and Forest Health) Yes No

If yes, PM 4.3 prescribed fire conforms with landowner's objectives and pre-fire planning Yes No If yes, number of acres treated

Notes/Observations **Indicator**
4.3.1. Prescribed fire conforms with the landowner's objectives and state and local laws and regulations Yes No

STANDARD 5: FISH, WILDLIFE, BIODIVERSITY AND FOREST HEALTH

THREATENED AND ENDANGERED SPECIES

Indicator
5.1.1. Landowner conferred with natural resource agencies, state natural resource heritage programs, qualified natural resource professionals or reviewed other sources of information to determine occurrences of threatened or endangered species on the property and their habitat requirements. Yes No

Which resources were consulted to determine occurrences of threatened or endangered species on the property?

Maine Natural Areas Program

Are there known occurrences of threatened and endangered species on the property? (If no, skip to Desired Species) Yes No

If yes, which species? Number of acres affected:

If yes, PM 5.1 forest management activities protect habitats and communities occupied by threatened or endangered species as required by law. Yes No

If yes, 5.1.2, forest management activities incorporate measures to protect identified threatened or endangered species on the property. Yes No

If yes, what management activities have been undertaken or are planned to protect the habitats and communities occupied by threatened or endangered species?

DESIRED SPECIES

Has the landowner identified objectives related to desired species and/or forest communities? (If no, skip to PM 5.3 Forest Health) Yes No

If yes, which species? Number of acres affected:

If yes, PM 5.2 landowner should address the desired species and/or desired forest communities when conducting forest management activities, if consistent with landowner's objectives. Yes No

Notes/Observations **Indicator**
5.2.1. Landowner should consult available and accessible information on management of the forest for desired species and/or forest communities and integrate it into forest management. Yes No

FOREST HEALTH

PM 5.3 Landowner should make practical efforts to promote forest health. Yes No

Notes/Observations **Indicator**
5.3.1. Landowner should make practical efforts to promote forest health, including prevention, control or response to disturbances such as wildland fire, invasive species and other pests, pathogens or unwanted vegetation, to achieve specific management objectives. Yes No

Which forest health issues are relevant to the property? Number of acres affected:

White Pine Blister Rust

15 +/-

In what ways is the landowner seeking to prevent, control or respond to forest health concerns?

removed infected individuals and search for Gooseberry Plant.

FORESTS OF RECOGNIZED IMPORTANCE (FORI)

Which resources were consulted to determine relevance to FORI on property?

Maine Natural Areas Program

Are FORI relevant to the property? (If no, skip to Standard 6: Forest Aesthetics) Yes No

If yes, PM 5.4 forest management activities should maintain or enhance forests of recognized importance (FORI). Yes No

Notes/Observations **Indicator**
5.4.1. If relevant, appropriate to the scale and intensity of the situation, forest management activities should incorporate measures to contribute to the conservation of identified forests of recognized importance. Yes No

Landowner's Last Name State Tree Farm Number

STANDARD 6: FOREST AESTHETICS

PM 6.1 Landowner should manage the visual impacts of forest management activities consistent with the size of the forest, the scale and intensity of forest management activities and the location of the property Yes No

Notes/Observations

Indicator

6.1.1. Forest management activities should apply visual quality measures compatible with appropriate silvicultural practices Yes No

STANDARD 7: PROTECT SPECIAL SITES

Notes/Observations

Indicator

7.1.1. Landowner made a reasonable effort to locate and protect special sites appropriate for the size of the forest and the scale and intensity of forest management activities Yes No

Which resources were consulted to reach this determination? For example, field observations by qualified natural resource professional, state natural, historical or cultural heritage databases or offices.

Field observations, Maine Historic

Are special sites relevant to the property? (If no, skip to Standard 8: Forest Product Harvests and Other Activities) Yes No

If yes, which special sites are present? Number of occurrences: How are special sites protected?

Notes/Observations

If yes, **PM 7.1** forest management activities consider and maintain any special sites relevant on the property Yes No

STANDARD 8: FOREST PRODUCT HARVESTS AND OTHER ACTIVITIES

PM 8.1 Landowner should use qualified natural resource professionals and qualified contractors when contracting for services Yes No

Notes/Observations

Indicator

8.1.1. Landowner seeks qualified natural resource professionals and qualified contractors when undertaking forest management activities Yes No

8.1.2. Landowner should engage qualified contractors who carry appropriate insurance and comply with appropriate federal, state and local safety and fair labor rules, regulations and standard practices Yes No

8.1.3. Landowner should retain appropriate contracts or records for forest product harvests and other management activities to demonstrate conformance to the Standards Yes No

PM 8.2 Landowner monitors forest product harvests and other management activities to ensure they conform to their objectives Yes No

Notes/Observations

Indicator

8.2.1. Harvest, utilization, removal and other management activities conducted in compliance with the landowner's objectives and to maintain the potential of the property to produce forest products and other benefits sustainably Yes No

Landowner's Last Name State Tree Farm Number

Thank you to the volunteers who have committed to work at our home meet on Thursday. Here is the status of volunteers and the areas in which we still need support to make the meet run efficiently:

Assistant Clerk: Maddie [Horrocks](#)

Check In: [Deanna Huntsman](#), [Megan Baran Phillips](#)

Starter: Gerry Ouelette

Announcer: Pam Leduc

Hytek: [Justin Pierce](#), Lisandro, Lucas, [Anna Jackson](#)

Discus: Volunteers Needed

Turbo Jav: [Max Spelke](#), additional volunteers needed

Shot: Topsham ([DeShaun Ulrickson](#), MJ and [Jared Balser](#))

Vault: Topsham ([Andrew Mccracken](#)), additional volunteers needed

HJ: Topsham ([Ty Veno](#), [Eric French](#)), additional volunteers needed

Long Jump (Pit 1): Topsham ([Sue](#), [Hannah](#), [Jax](#))

Long Jump (Pit 2): Topsham (Tyler, [Alyssa](#), Connor [Fitzsimms](#))

Triple Jump (Pit 1): Topsham (Sue, Hannah, Jax)

Triple Jump (Pit 2): Topsham (Tyler, Alyssa, Connor)

Hurdle crew: Topsham (Head Crew: [Katie Lynch](#) (?) Fay (?), [Jonathan Cohen](#), [Suzie Toulouse Satterfield](#), [Hope Mills Keleher](#), [Olivia Palmer](#) other parent volunteers needed)

Ribbons: Topsham ([Suzie Toulouse Satterfield](#), [Melissa Groleau Palmer](#), [Sandy Martin Horrocks](#), Kelly LaFountain)

Please confirm you are all set with this plan, and if you are no longer available, please let me know asap.
Thank you!

Board of Selectmen Meeting

For the date of: 09/07/2017

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: 17-78

(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 approve the Computer service contract.

Brief Description of Consent or Agenda Item:

Submitted by: Pam LeDuc, Parks/Recreation Director Date: 08/18/2017

Memo

To: Board of Selectmen
From: Pam LeDuc, Director 
cc: Rich Roedner, Manager
Date: 8/22/17
Re: Service Contract on Servers

As you all are aware, since we moved into this building in 2007 I have been overseeing the Town's Servers and Equipment. In recent months, the need to increase updates, and coordinate with Trio has caused some hefty invoices from our IT provider Ion Networking.

Rich and I have spoken with Ion Networking, as we try to address the need for increased maintenance and oversight. The actual work will also provide us with the IT Audit that you have asked for. Attached you will find a proposed contract that Ion has provided us with.

I recommend that we enter this agreement. You can see the majority of items on our system will be included. This proposal includes our Exchange Server (email) and our NAS Server, in addition in includes service on the two Virtual Servers; Trio SQL and Vision.

I should add that although we have not maintained a contract with Ion, because we were one of their first municipalities they have always responded to us as if we were under contract. Usual down time is 10 minutes to a half hour. They also have never charged their hourly rate of \$145. We have been billed \$115 because of our history.



**WE MANAGE YOUR NETWORK
SO YOU CAN MANAGE YOUR BUSINESS**

Town Of Topsham - Managed Services (Servers)



Prepared For

Pam Leduc
Town of Topsham

Created By

Joseph Cormier
Ion Networking
207-318-7609
joe@ionnetworking.com
<http://www.IonNetworking.com>

Pricing

Services				
Name/Description	Price	Qty	Tax	Subtotal
on-boarding Ion Service Assurance for Servers and Workstations	\$750.00 / Fixed			
<p>ON BOARDING ENGAGEMENT</p> <p>The On boarding Engagement is a one-time project that allows Ion Networking and our client to understand the current state of their network/systems and what is required to stabilize existing issues prior to establishing ongoing service. It also includes the start-up activities necessary to ensure that the ongoing service meets your specific technical and customer-service requirements. The On boarding Engagement includes the following deliverable's</p> <p>Ion Networking will run a full network audit over a 1 week period and deliver a printed and digital report on all best practices for the network and recommendations.</p> <p>GENERAL :</p> <ol style="list-style-type: none"> 1. Create customer "Run Book" of relevant IT/Network/Resource information 2. Establish Maintenance Windows for planned system downtime 3. Review communication and escalation procedures 4. Install and test system monitoring and support tools 5. Discover and document covered system inventories, core network information, manufacturers support contracts and contacts. 6. Assess health of existing supported environment and deliver a report that includes results and a prioritized list of recommended actions to resolve existing issues 7. Optional: Resolve issues uncovered in the assessment. (Subject to additional onboarding charges) <p>FOR SERVERS and USERS</p> <ol style="list-style-type: none"> 1. Install monitoring and support tools 2. Gather system alerts and reports for a 10-14 day period 3. Determine current hardware warranty information 4. Analyze reports to identify current issues and concerns with server and domain health 5. Inventory current installed software and gather key contacts for software support contracts 6. Determine any inter-dependencies of current applications 7. Review current user/file security for outstanding issues or concerns 8. Determine local printing, peripherals, and storage requirements. <p>** This also includes the time to remove local Administrator rights from designated workstations, remap all users to shares to help protect against crypto virus's, ...</p>				\$750.00
			Subtotal:	\$750.00

Subscriptions				
Name/Description	Price	Qty	Tax	Subtotal
Ion Service Assurance for Servers (Enhanced)	\$195.00 / Month	2		\$390.00 / Month
2 Physical Servers - Virtual Machine Host's (2012PDC / TOPSNAS2012) (coverage Enhanced 8-5) -Remote and Onsite Resolution of hardware issues -Remote and Onsite Resolution of OS issues -Remote and Onsite Resolution of Backup issues -Operating system updates, Reconfiguration, and Administration -Anti-Virus monitoring -Performance and Health Monitoring				
Ion Service Assurance for Servers (Enhanced) Virtualized Servers	\$150.00 / Month	2	5.50%	\$316.50 / Month
2 Virtual Machines (TRIO / VISION) -Remote and Onsite Resolution of hardware issues -Remote and Onsite Resolution of OS issues -Remote and Onsite Resolution of Backup issues -Operating system updates, Reconfiguration, and Administration -Anti-Virus monitoring -Performance and Health Monitoring				
			Subtotal:	\$706.50 / Month

**Total cost: \$750.00
+ \$706.50 / Month**

STANDARD TERMS AND CONDITIONS OF PURCHASE

BY ACCEPTING DELIVERY OF THE PRODUCTS OR BY ENGAGING ION NETWORKING (SELLER) TO PROVIDE PRODUCT OR PERFORM OR PROCURE ANY SERVICES, CUSTOMER AGREES TO BE BOUND BY AND ACCEPTS THESE TERMS AND CONDITIONS UNLESS CUSTOMER AND SELLER HAVE SIGNED A SEPARATE AGREEMENT, IN WHICH CASE THE SEPARATE AGREEMENT WILL GOVERN.

1. Prices are subject to change without notice and supply is subject to availability.
2. Prices DO NOT include applicable taxes, insurance, shipping, delivery, setup charges, or other fees, services or material unless specifically stated above.
3. All labor quoted is assumed to be performed during normal business hours (Monday-Friday 8am to 5pm, excluding seller recognized holidays) unless otherwise indicated. Any labor performed after hours will be invoiced at 1.5x the quoted amount.
4. All labor quoted is ESTIMATED unless otherwise noted. Actual hours needed to complete the required work may be more or less than the quoted estimate. Billing for labor will be for actual hours used, including travel hours from nearest Seller office. Billing increments are per ½ hour with a minimum charge of 1 hour per onsite visit.
5. Customer agrees to provide the proper environment, required space and electrical service and connections for the equipment. Any wire installation proposed is based on standard construction and conditions. Actual cost may be adjusted if unexpected or nonstandard conditions are encountered, i.e. concrete construction, ceilings over 10', etc.
6. The Customer is responsible to ensure that all technical and infrastructure prerequisites are met prior to Seller beginning work on this project. These may include, but are not limited to:
 1. Provide all hardware, software, infrastructure and cabling that is required to complete this project unless listed on this quote. Examples may include but are not limited to:
 1. Antivirus software
 2. Backup Software
 3. Network equipment and Cabling
 4. Electrical cabling and UPS power
 5. Provide access to technical support for all systems and devices not identified as Seller's responsibility.
 6. Ensure that appropriate power and network connectivity exists to allow for the installation of equipment by Seller
 7. Ensure that an adequate backup of affected systems and data is verified prior to any equipment migration being performed by Seller
 8. Provide adequate work space, including internal network and Internet access, to the Seller's engineer(s) to perform project duties while onsite at customer's location(s)
 9. Provide Seller with remote access and administrative access to systems as needed to complete project tasks
7. Payment Terms for equipment are 100% down. Payment Terms for labor are 50% down and 50% at time of project completion unless otherwise stated in this agreement. All invoices are due Net 10. At Sellers discretion, Customer agrees to pay a finance charge, at the monthly rate of 1.5% of past due amount where applicable by law.
8. Cancellation of any of the listed products or services are subject to a 15% cancellation fee at seller's discretion.
9. To secure payment of all amounts due Seller under this Agreement, and any and all other obligations of Customer (Buyer) to Seller, whether now existing or which may hereafter arise, Buyer hereby grants to Seller a security interest in all Goods sold hereunder and Buyer's failure to make such payments or to otherwise perform such obligations shall constitute a default of this Security Agreement. WITHOUT LIMITING ANY OTHER RIGHTS OR REMEDIES OF SELLER, BUYER AGREES THAT ON DEFAULT, SELLER MAY ENTER THE PREMISES OF BUYER AND REPOSSESS THE GOODS. Buyer agrees to perform such acts and execute such documents reasonably requested by Seller to perfect, protect and preserve the Seller's security interest in the Goods, including the execution of one or more financing statements and the obtaining of insurance on the Goods.
10. SELLER SPECIFICALLY DISCLAIMS ANY AND ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO ANY IMPLIED WARRANTIES OR WITH REGARD TO ANY LICENSED PRODUCTS. WE SHALL NOT BE LIABLE FOR ANY LOSS OF PROFITS, BUSINESS, GOODWILL, DATA, INTERRUPTION OF BUSINESS, NOR FOR INCIDENTAL OR CONSEQUENTIAL MERCHANTABILITY OR FITNESS OF PURPOSE DAMAGES RELATED TO THIS AGREEMENT.

11. Each party will indemnify, defend and hold harmless the other party from all claims, liabilities or expenses for physical damage to real property or tangible personal property and bodily injury, including death, to the extent caused by the gross negligence or willful misconduct of the indemnifying party's employees or contractors arising out of this Agreement and while at the Customers premises. The foregoing indemnities are contingent upon the party seeking indemnity giving prompt written notice to the indemnifying party of any claim, demand or action, and cooperating with the indemnifying party in the defense or settlement of any such claim, demand or action.
12. If applicable, these Terms and Conditions constitute an ADDENDUM to the Master Customer Agreement and referenced Statement of Work entered into between Customer and Seller.

My Next Steps

To take advantage of this Quote:

- Discuss any desired changes with Ion Networking
- Click on the Green Accept button to the Right if you are ready to move forward.
- Finalize and sign the contract
- Financing is available
- Submit an initial payment of 100% of Hardware, with the remaining due at install

Once completed, Ion Networking will contactTown of Topsham to schedule a install date, that will be convenient for you.

Signed by:

Town of Topsham

Date

Memo

To: Board of Selectmen
From: Pam LeDuc, Director 
cc: Rich Roedner, Manager
Date: 8/22/17
Re: Service Contract on Servers

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Board of Selectmen Meeting

For the date of: 09/07/2017

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- Workshop

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- Additional Agenda Item
- Additional Information

Agenda Number: 17-79

(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 status and disposition of Edgecomb Bridge

Brief Description of Consent or Agenda Item:

Submitted by: Rich Roedner, Town Manager /Dennis Cox, PW Director Date: 08/24/2017

MEMORANDUM

To: Board of Selectmen
From: Richard Roedner, Town Manager
Date: August 30, 2017
Re: Edgecomb Bridge

Edgecomb Bridge spans the Little River between Lisbon and Topsham. Based on State DOT inspections, it is dire need of repair (see DOT 2014 report attached and 2016 report attached). DOT has indicated that this bridge, due to its low usage, is entitled to a 50/50 share of repair costs between state/local, but due to funding issues, it is highly unlikely that the State will appropriate any funds for it. The State has also indicated that if both communities request it, they will remove the bridge at their cost.

The Town of Lisbon has been considering voting to ask DOT to remove the bridge. In the past, as we have been told, Lisbon wanted the bridge to remain, as their animal control officer utilized land in Topsham as part of his duties, thereby needed access over the bridge. This is no longer the situation.

Topsham's history with the bridge is a bit more confusing. In 1910, Town Meeting voted to discontinue the New Road (present day Ward Road as we are led to understand) from the Goodwin Road to the Lisbon Town Line (this would have included our half of the bridge). This vote was unanimous. In 1911, Town Meeting then voted to lay out a portion of the New Road, previously discontinued. We assume this is the paved portion of Ward Road that we maintain today.

There are just a few parcels in Topsham that utilize this bridge, and all of those have access (perhaps not as desirable) via Ward Road, both the public and private sections.

My recommendation to the Board, would be to consult our Town Attorney to more fully understand our obligations toward the Edgecomb Bridge, which we may very well have abdicated out interest in back in 1911, and if that is the case, leave the issue to Lisbon and the State of Maine.

I have been contacted by property owners on the Topsham side of the bridge who would like the bridge to remain. I have notified them and their attorney of this meeting, as they may have an interest in addressing the Board.



STATE OF MAINE
DEPARTMENT OF TRANSPORTATION
16 STATE HOUSE STATION
AUGUSTA, MAINE 04333-0016

Paul R. LePage
GOVERNOR

David Bernhardt
COMMISSIONER

May 9, 2017

Municipality of Lisbon
300 Lisbon Street
Lisbon, Maine 04250-6813

Subject: Edgecomb Bridge #0991

Dear Municipal Officials,

Enclosed is a copy of the 2016 Bridge Inspection Report for the subject bridges. Itemized below is a list of deficiencies or maintenance needs for the bridge.

Edgecomb Bridge #0991

- The center pier is undermined up to 4 feet at the pier
- Recommend grouting the void beneath the pier to provide a stable footing
- Pier cap is cracked and spalling as to expose reinforcing steel

The bridge deficiencies should be addressed as soon as practical to ensure continued safe use of the bridge. Neglect of these deficiencies may result in a diminished function of the bridge through load posting or even closure.

Due to bridge legislation, effective July 1, 2001, Edgecomb Bridge is considered a Low Use or Redundant Bridge. Upon petition by the municipality and approval by the Department, capital responsibility will be shared 50/50 between the State and Municipality. The low priorities associated with this bridge, together with anticipated shortfalls in funding, suggest that very few, if any bridges of this classification, will receive financial assistance in the near future. If your municipality has compelling circumstances, which would demonstrate a high benefit for a capital improvement, and it's committed to funding 50 percent of the project, a request should be forwarded to Jim Foster of MDOT's Bureau of Planning. The Municipality will continue to have maintenance responsibilities and the bridge will be inspected again in 2017.

If you have any questions, do not hesitate to contact me at 624-3423.



PRINTED ON RECYCLED PAPER



STATE OF MAINE
DEPARTMENT OF TRANSPORTATION
16 STATE HOUSE STATION
AUGUSTA, MAINE 04333-0016

Paul R. LePage
GOVERNOR

David Bernhardt
COMMISSIONER

Sincerely,

A handwritten signature in cursive script that reads 'Benjamin W. Foster'.

Benjamin W. Foster, P.E.
Assistant Bridge Maintenance Engineer

Enclosure

cc: Public Works Director
Jim Foster, MDOT, Bridge Management
file



PRINTED ON RECYCLED PAPER

Highway Bridge Inspection Report

**EDGECOMB
EDGECOMB ROAD THEN
over
LITTLE RIVER**



Asset Code: 0991

Inspection Date: 07/21/2016

Inspected By: Carl Edwards

Inspection Type(s): Routine

National Bridge Inventory

Status: 1 - SD

Bridge Name: EDGECOMB

Sufficiency Rating: 2.0

Inspections

(90) INSPECTION DATE	& (91) DESIGNATED INSPECTION FREQUENCY	12	07/21/2016
(92) CRITICAL FEATURE INSPECTION	& (93) CFI DATE		
(92A) FRACTURE CRITICAL DETAIL		N	
(92B) UNDERWATER INSPECTION		N	
(92C) OTHER SPECIAL INSPECTION		N	

Identification

(1) STATE CODE	231 - Maine
(8) STRUCTURE NUMBER	0991
(5) INVENTORY ROUTE	
(5A) RECORD TYPE	1: Route carried "on" the structure
(5B) ROUTE SIGNING PREFIX	5 - CITY STREET
(5C) DESIGNATED LEVEL OF SERVICE	0 - None
(5) INVENTORY ROUTE	0
(5) INVENTORY ROUTE	0 - NOT APPLICABLE
(2) HIGHWAY AGENCY DISTRICT	01 - Southern
(3) COUNTY CODE	001 Androscoggin
(4) PLACE CODE	40035
(6) FEATURES INTERSECTED	LITTLE RIVER
(7) FACILITY CARRIED	EDGECOMB ROAD THEN
(9) LOCATION	1.0 MI E RT 125
(11) MILEPOINT	1.000
(12) BASE HIGHWAY NETWORK	Inventory Route is not on the Base Network
(13) LRS INVENTORY ROUTE, SUBROUTE	
(13A) LRS INVENTORY ROUTE	0000130424
(13B) SUBROUTE NUMBER	00
(16) LATITUDE	44.00487
(17) LONGITUDE	-70.03387
(98A) BORDER BRIDGE CODE	
(98B) PERCENT RESPONSIBILITY	0
(99) BORDER BRIDGE STRUCT NO.	n/a

Structure Type and Material

(43) STRUCTURE TYPE, MAIN	
(43A) KIND OF MATERIAL/DESIGN	3 - Steel
(43B) TYPE OF DESIGN/CONSTR	02 - Stringer/Multi-beam or Girder
(44) STRUCTURE TYPE, APPROACH SPANS	
(44A) KIND OF MATERIAL/DESIGN	0 - Other
(44B) TYPE OF DESIGN/CONSTRUCTION	00 - Other
(45) NUMBER OF SPANS IN MAIN UNIT	2
(46) NUMBER OF APPROACH SPANS	0
(107) DECK STRUCTURE TYPE	9 - Other
(108) WEARING SURFACE/PROTECTIVE SYSTEMS	
(108A) WEARING SURFACE	6 - Bituminous
(108B) DECK MEMBRANE	0 - None
(108C) DECK PROTECTION	0 - None

Age of Service

(27) YEAR BUILT	1924
(106) YEAR RECONSTRUCTED	0
(42) TYPE OF SERVICE	
(42A) TYPE OF SERVICE ON BRIDGE	1 - Highway
(42B) TYPE OF SERVICE UNDER BRIDGE	5 - Waterway
(28) LANES	
(28A) LANES ON THE STRUCTURE	01
(28B) LANES UNDER THE STRUCTURE	00
(29) AVERAGE DAILY TRAFFIC	133
(30) YEAR OF AVERAGE DAILY TRAFFIC	2014
(109) AVERAGE DAILY TRUCK TRAFFIC	5
(19) BYPASS DETOUR LENGTH	100

Geometric Data

(48) LENGTH OF MAXIMUM SPAN (ft.)	22.0
(49) STRUCTURE LENGTH (ft.)	46.0
(50) CURB/SIDEWALK WIDTHS	
(50A) LEFT CURB SIDEWALK (ft.)	0
(50B) RIGHT CURB SIDEWALK (ft.)	0
(51) BRDG RDWY WIDTH CURB-TO-CURB (ft.)	10.1
(52) DECK WIDTH, OUT-TO-OUT (ft.)	10.1
(32) APPROACH ROADWAY WIDTH (ft.)	12.0
(33) BRIDGE MEDIAN	0 - No median
(34) SKEW (deg.)	0
(35) STRUCTURE FLARED	0 - No flare
(10) INV RTE, MIN VERT CLEARANCE (ft.)	328.05
(47) TOTAL HORIZONTAL CLEARANCE (ft.)	10
(53) VERTICAL CLEARANCE OVER BRIDGE ROADWAY (ft.)	327.76
(54) MIN VERTICAL UNDERCLEARANCE	
(54A) REFERENCE FEATURE	N - Feature not a highway or railroad
(54B) MIN VERTICAL UNDERCLEARANCE (ft.)	0
(55) MIN LATERAL UNDER CLEARANCE RIGHT	
(55A) REFERENCE FEATURE	N - Feature not a highway or railroad
(55B) MIN LATERAL UNDER CLEARANCE RIGHT (ft.)	327.76
(56) MIN LATERAL UNDER CLEARANCE (ft.)	99.9

Classification

(112) NBIS BRIDGE LENGTH	Yes
(104) HIGHWAY SYSTEM OF THE INVENTORY ROUTE	0 - Structure/Route is NOT on NHS
(26) FUNCTIONAL CLASSIFICATION OF INVENTORY ROUTE	19 - Urban - Local
(100) STRAHNET HIGHWAY DESIGNATION	Not a STRAHNET route
(101) PARALLEL STRUCTURE DESIGNATION	N - No parallel structure
(102) DIRECTION OF TRAFFIC	One lane bridge for 2-way traffic
(103) TEMP STRUCTURE	
(105) FEDERAL LANDS HIGHWAYS	Not Applicable
(110) DESIGNATED NATIONAL NETWORK	Inventory route not on network
(20) TOLL	3 - On Free Road
(21) MAINTENANCE RESPONSIBILITY	03 - Town or Township Highway Agency
(22) OWNER	03 - Town or Township Highway Agency
(37) HISTORICAL SIGNIFICANCE	5 - Not eligible

Condition

(58) DECK	4 - Poor Condition (advanced deterioration)
(59) SUPERSTRUCTURE	4 - Poor Condition (advanced deterioration)
(60) SUBSTRUCTURE	3 - Serious Condition (primary structure affected)
(61) CHANNEL & CHANNEL PROTECTION	4 - Protect, severely undermined, sev. damage
(62) CULVERT	N - Not Applicable

Load Rating and Posting

(31) DESIGN LOAD	0 - Unknown
(63) METHOD USED TO DETERMINE OPERATING RATING	8 - Load and Resistance Factor
(64) OPERATING RATING	0.16
(65) METHOD USED TO DETERMINE INVENTORY RATING	8 - Load and Resistance Factor
(66) INVENTORY RATING	0.12
(70) BRIDGE POSTING	0 - More than 39.9% below
(41) STRUCTURE OPEN/POSTED/CLOSED	P - Posted for Load

Appraisal

(67) STRUCTURAL EVALUATION	2
(68) DECK GEOMETRY	2
(69) UNDERCLEARANCES, VERTICAL & HORIZONTAL	N
(71) WATERWAY ADEQUACY	7 - Slight Chance of Overtopping Bridge
(72) APPROACH ROADWAY ALIGNMENT	4 - Meets minimum tolerable limits to be left in place as is
(36) TRAFFIC SAFETY FEATURE	
36A) BRIDGE RAILINGS:	0 - Does not meet acceptable standards/safely feature is required
36B) TRANSITIONS:	0 - Does not meet acceptable standards/safely feature is required
36C) APPROACH GUARDRAIL	0 - Does not meet acceptable standards/safely feature is required
36D) APPROACH GUARDRAIL ENDS	0 - Does not meet acceptable standards/safely feature is required
(113) SCOUR CRITICAL BRIDGES	8 - Stable for scour conditions

Proposed Improvements

(75) TYPE OF WORK

(75A) TYPE OF WORK PROPOSED

31 - Replacement -

(75B) WORK DONE BY

(76) LENGTH OF STRUCTURE IMPROVEMENT (ft.)

(94) BRIDGE IMPROVEMENT COST (\$K)

(95) ROADWAY IMPROVEMENT COST (\$K)

(96) TOTAL PROJECT COST

(97) YEAR OF IMPROVEMENT COST ESTIMATE

(114) FUTURE ADT

(115) YEAR OF FUTURE ADT

Navigation Data	
-----------------	--

(38) NAVIGATION CONTROL

0 - No navigation control on waterway (bridge)

(111) PIER OR ABUTMENT PROTECTION

(39) NAV VERT CLEARANCE

0

(116) MIN NAVIGATION VERT CLEARANCE, VERT LIFT BRIDGE

0

(40) NAV HORIZONTAL CLEARANCE

0

Inspection Notes

Structure Number: 0991

Town: Lisbon

Structure Name: EDGECOMB

Inspection Date: 07/21/2016

Structure Notes

Two span salvaged steel rolled girders bituminous filled, on one concrete capped stone masonry abutment & 1 full height concrete pier and abutment. Bridge is posted at 3 Tons, but only at the East end. This bridge is one lane and primarily used for ATV and snowmobile traffic, but will accommodate a vehicle.

Wearing Surface

Bituminous wearing surface is in poor condition with voids in pavement between the steel deck panels.

Deck

NBI Item 58: 4

The steel deck consists of steel girders lying on there side. This has reduced the strength of the girders in the tension zone and all girders are sagging. Also there is concern of the heavy dead load added by the bituminous fill in the webs.

Superstructure

NBI Item 59: 4

The steel deck consists of steel girders lying on there side. This has reduced the strength of the girders in the tension zone and all girders are sagging. Also there is concern of the heavy dead load added by the bituminous fill in the webs. The steel girder paint has total sq. footage in element, but only one side can be seen.

Substructure

NBI Item 60: 3

Exposed irregular ledge at both abutments and center pier. The East abutment is concrete, possibly stone encased, with voids at the base 7"H x 24"L x 24"D due to the irregular ledge. West abutment is stacked stone with scattered voids 3" wide and 16" deep. The center pier is concrete with heavy scaling on the end faces. Pier cap has cracking and spalling with exposed rebar. Void under the up stream half of the center pier extends all the way thru, 8"H x 48"D x 24"W. From the opposite side of the pier in the void area, base stones can be seen. Stone settlement of the SW wing can be seen but doesn't appear recent due to moss cover.

Culvert

NBI Item 62: N

Channel

NBI Item 61: 4

Poor condition

Other

Special Inspection

Monitoring

Pontis Notes

Inspector: Carl Edwards
Inspection Date: 07/21/2016

Structure Number: 0991
Facility Carried: EDGECOMB ROAD
THEN

Highway Bridge Inspection Report

Pictures



PHOTO 1
Description signs

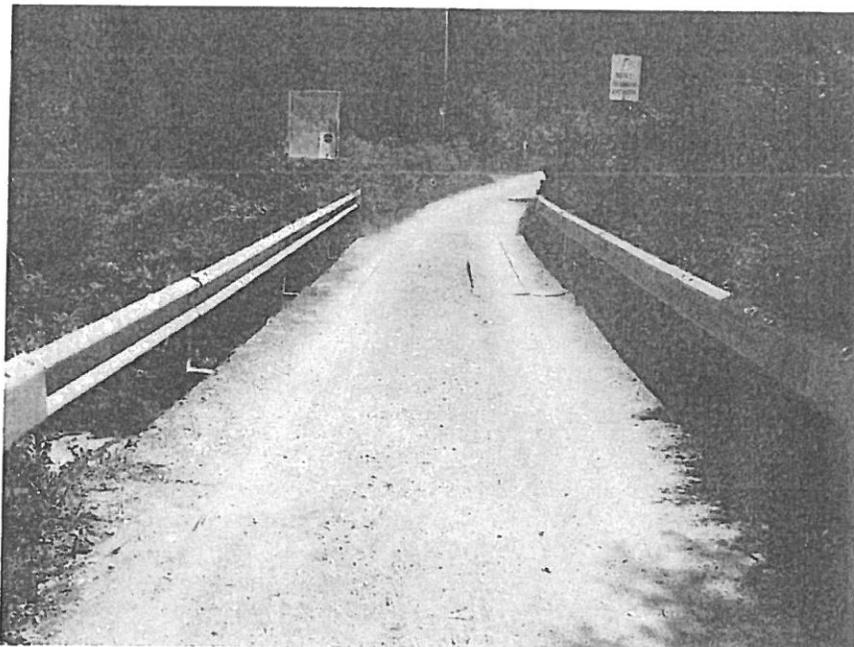


PHOTO 2
Description deck

Inspector: Carl Edwards
Inspection Date: 07/21/2016

Structure Number: 0991
Facility Carried: EDGECOMB ROAD
THEN

Highway Bridge Inspection Report

Pictures



PHOTO 3

Description private signs

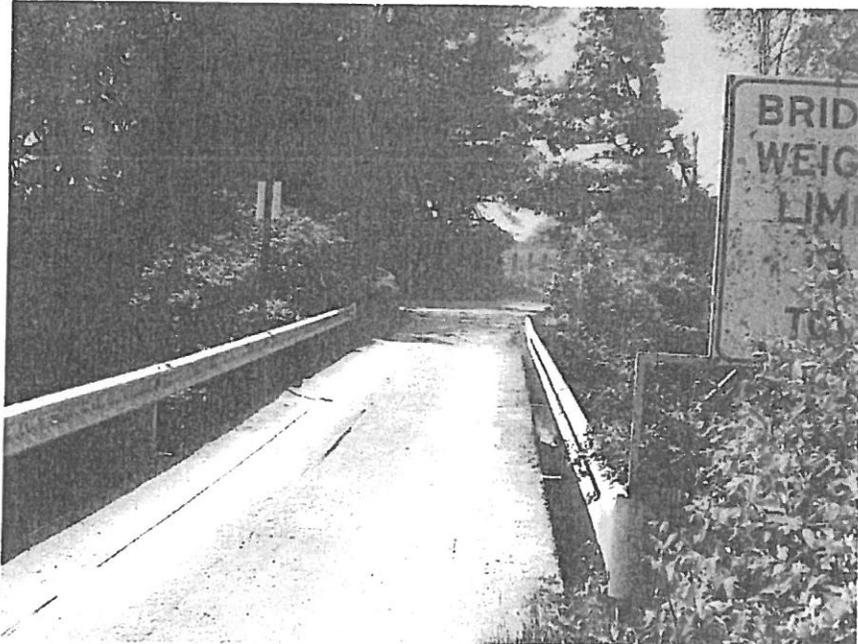


PHOTO 4

Description deck/ posted sign

Inspector: Carl Edwards
Inspection Date: 07/21/2016

Structure Number: 0991
Facility Carried: EDGECOMB ROAD
THEN

Highway Bridge Inspection Report

Pictures



PHOTO 5

Description tree growing out of abutment

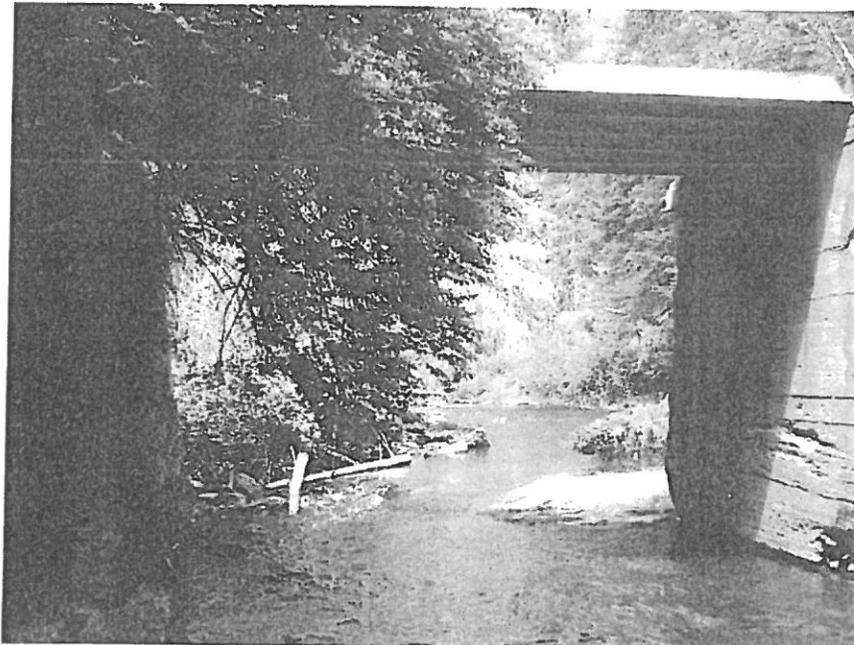


PHOTO 6

Description looking upstream, right channel

Inspector: Carl Edwards
Inspection Date: 07/21/2016

Structure Number: 0991
Facility Carried: EDGECOMB ROAD
THEN

Highway Bridge Inspection Report

Pictures

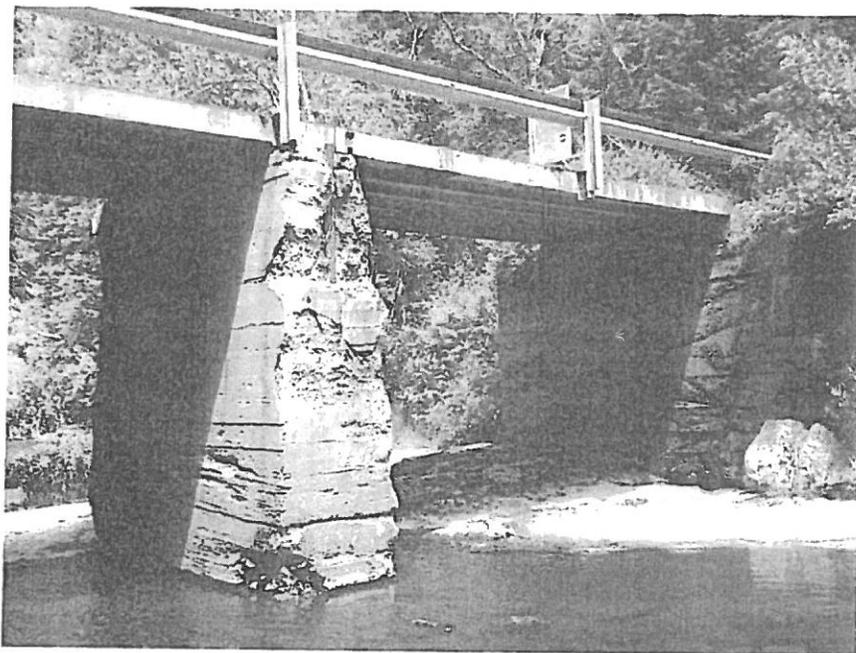


PHOTO 7

Description looking upstream, left channel



PHOTO 8

Description right abutment

Inspector: Carl Edwards
Inspection Date: 07/21/2016

Structure Number: 0991
Facility Carried: EDGECOMB ROAD
THEN

Highway Bridge Inspection Report

Pictures

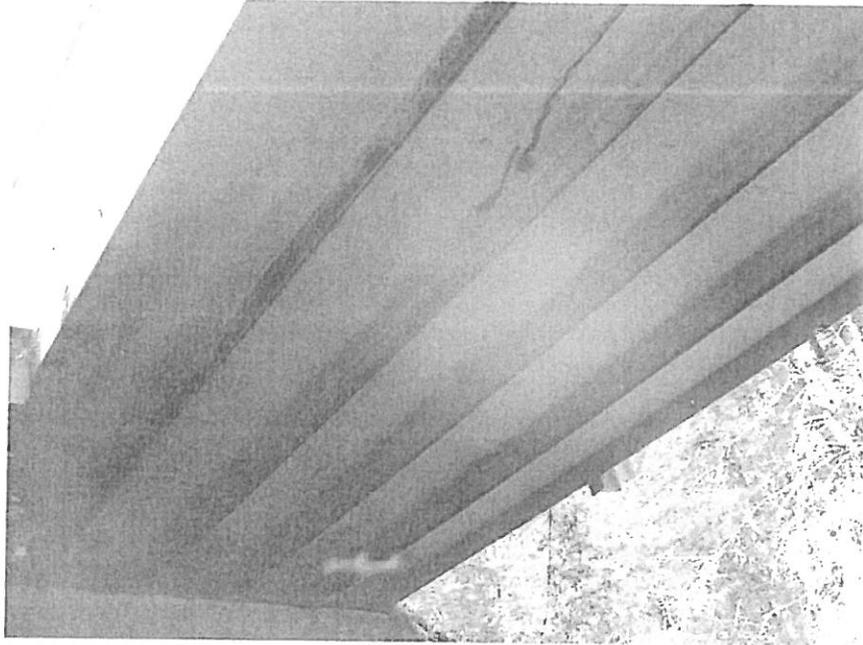


PHOTO 9

Description soffit view

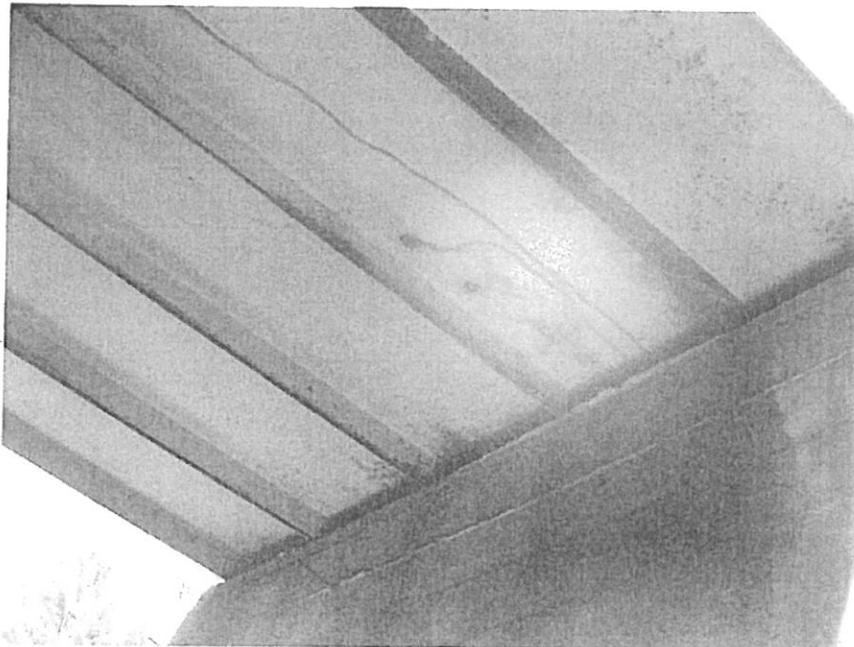


PHOTO 10

Description

Inspector: Carl Edwards
Inspection Date: 07/21/2016

Structure Number: 0991
Facility Carried: EDGECOMB ROAD
THEN

Highway Bridge Inspection Report

Pictures

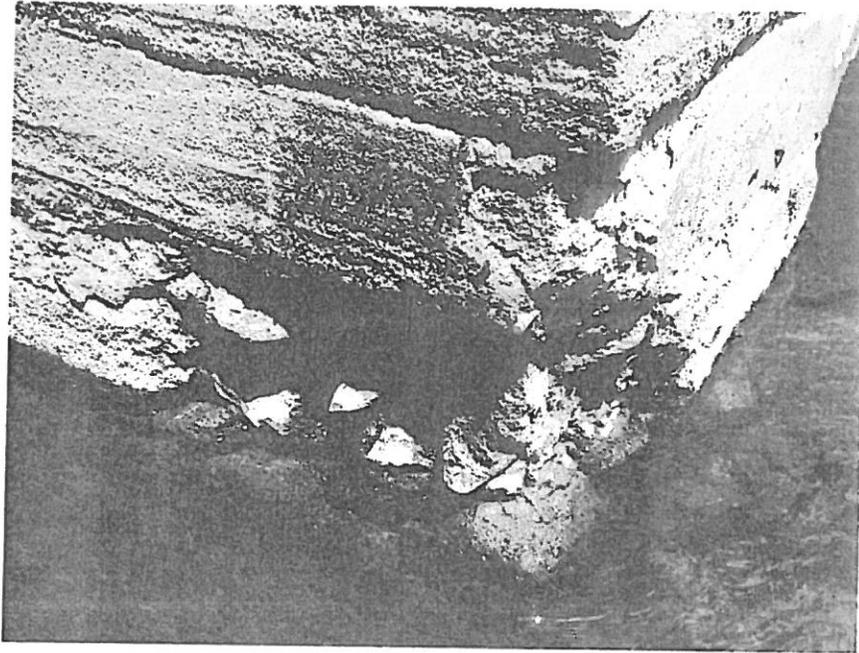


PHOTO 11

Description void on downstream pier corner



PHOTO 12

Description left abutment on ledge

Inspector: Carl Edwards
Inspection Date: 07/21/2016

Structure Number: 0991
Facility Carried: EDGECOMB ROAD
THEN

Highway Bridge Inspection Report

Pictures

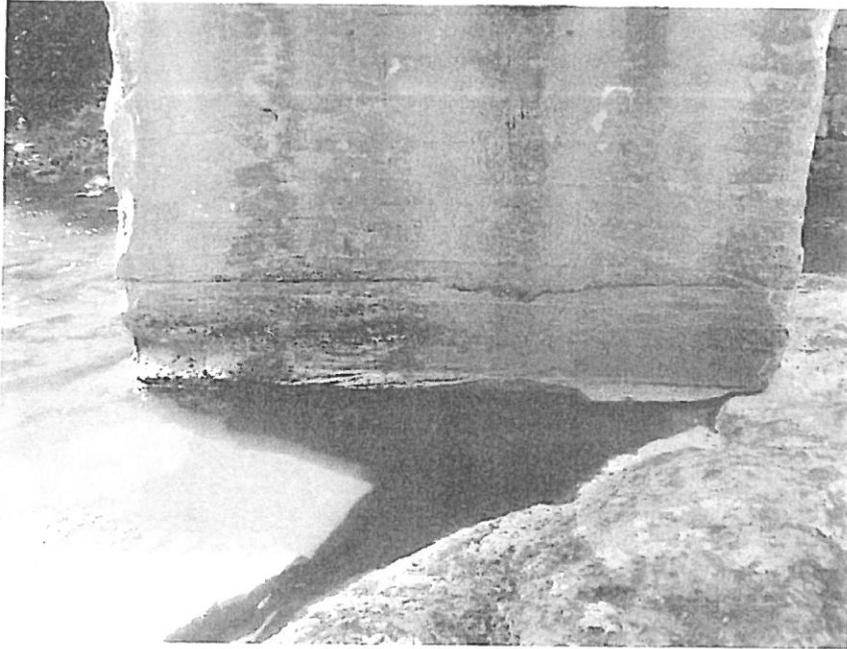


PHOTO 13

Description left side of center pier

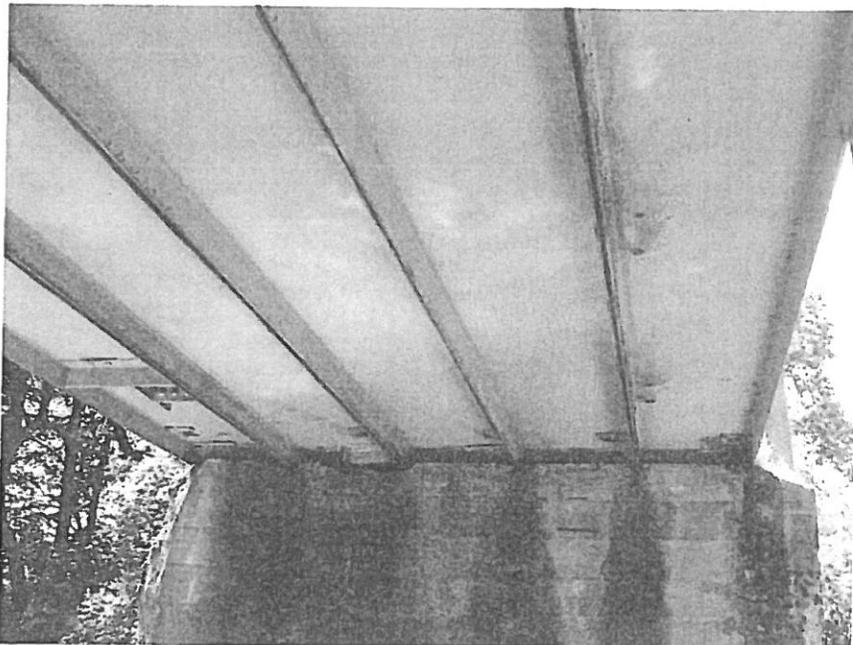


PHOTO 14

Description left span girders

Inspector: Carl Edwards
Inspection Date: 07/21/2016

Structure Number: 0991
Facility Carried: EDGECOMB ROAD
THEN

Highway Bridge Inspection Report

Pictures



PHOTO 15

Description right span girders



PHOTO 16

Description pier

Inspector: Carl Edwards
Inspection Date: 07/21/2016

Structure Number: 0991
Facility Carried: EDGECOMB ROAD
THEN

Highway Bridge Inspection Report

Pictures

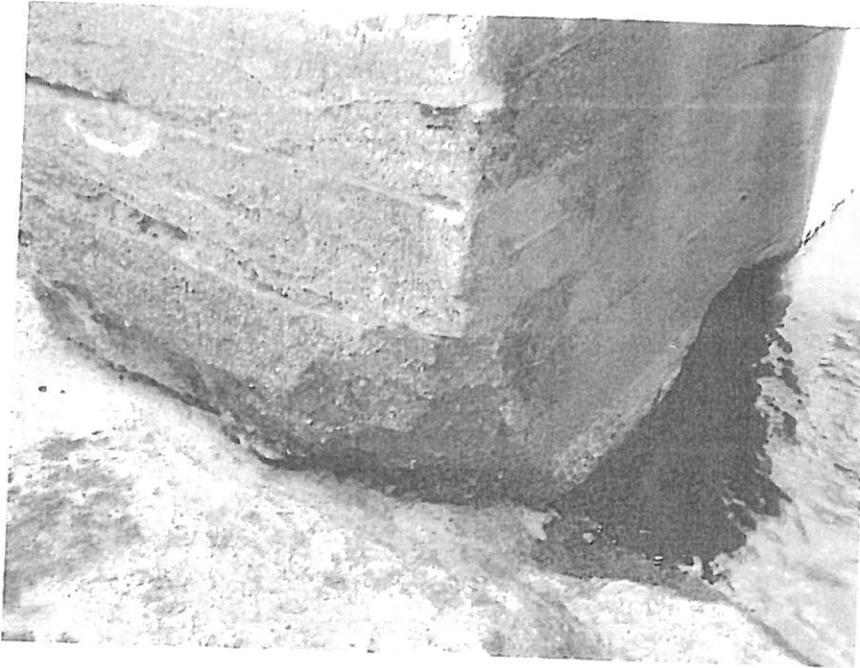


PHOTO 17
Description

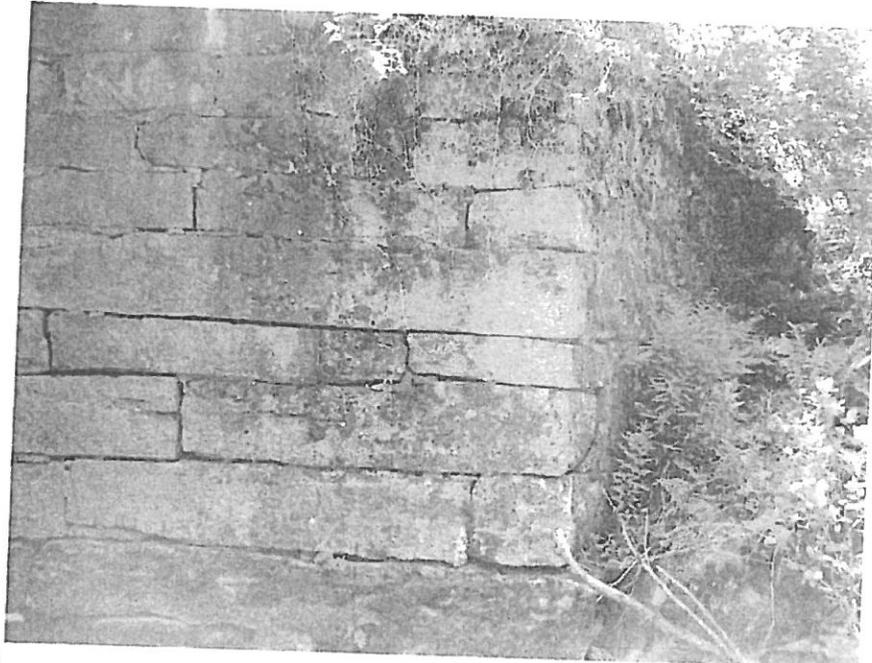


PHOTO 18
Description abutment/wing

Inspector: Carl Edwards
Inspection Date: 07/21/2016

Structure Number: 0991
Facility Carried: EDGECOMB ROAD
THEN

Highway Bridge Inspection Report

Pictures

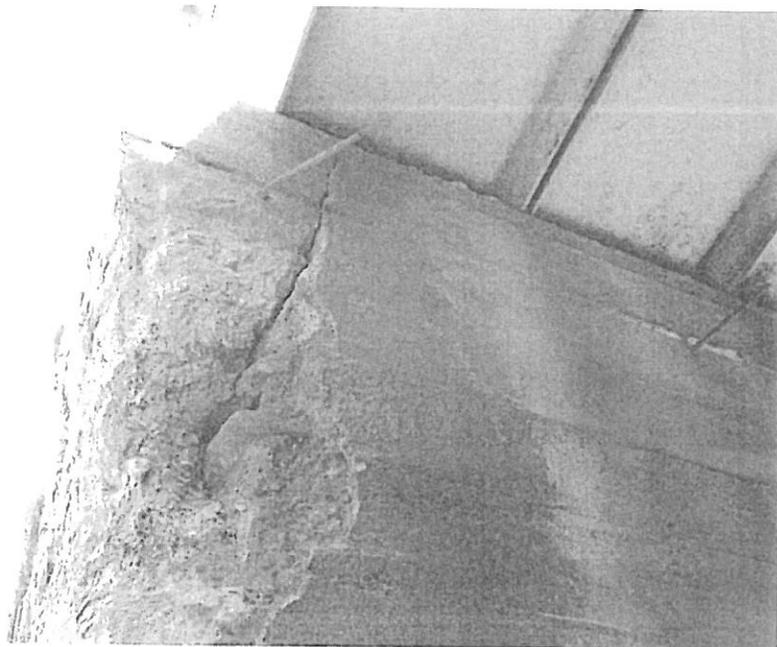


PHOTO 19

Description pier



PHOTO 20

Description pier end

Inspector: Carl Edwards
Inspection Date: 07/21/2016

Structure Number: 0991
Facility Carried: EDGECOMB ROAD
THEN

Highway Bridge Inspection Report

Pictures

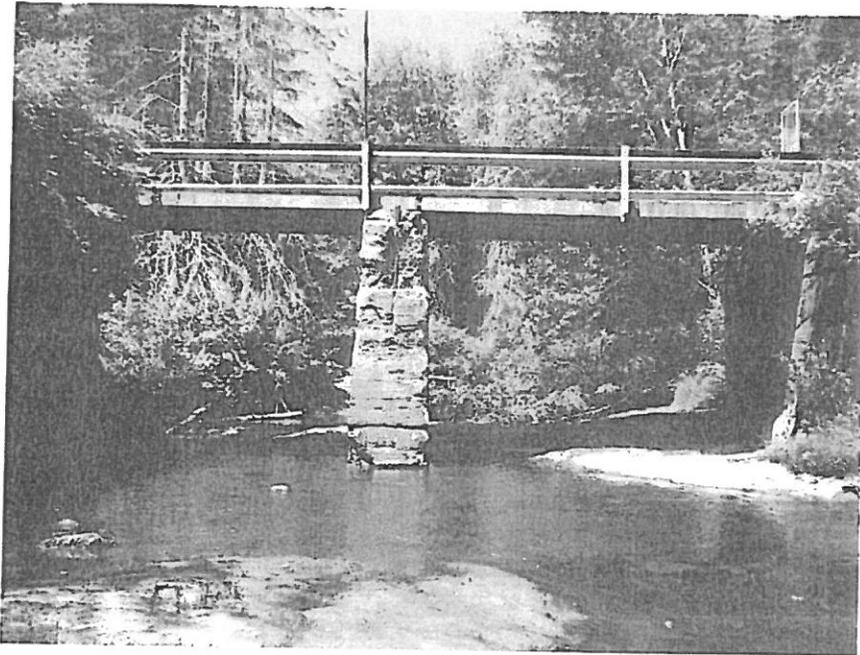


PHOTO 21

Description general view - looking upstream

To: Cornell Knight
From: Dennis Cox
Subject: Ward Road Bridge Responsibilities
Date: June 5, 2012

I have tried to look into the status of whether the Town of Topsham is still responsible for maintaining the Ward Road Bridge over the Little Androscoggin River leading to Lisbon Falls. This research was started as you know, because of the poor report on the condition of the bridge, the Town received from the State who did the inspection.

I have included copies of the Town records dating back to 1910 when the selectmen took action on this bridge.

- A) A letter from Mr. Edward Wheeler on the legality of the land the Ward Road in on.
- B) March 7, 1919 Annual Town Meeting Vote to discontinue said road, this vote was unanimous.
- C) Special Town Meeting dated: June 6th, 1910
 Voted to discontinue Ward Rd. Vote was unanimous

I have also included a map from the tax office, where Ward Road is labeled discontinued on this drawing dated April 1, 1967.

I hope this helps. The meeting minutes were supplied by Ruth Lyons.

EDWARD W. WHEELER

G. ALLEN HOWE

LAW OFFICES OF
WHEELER & HOWE
FIRST NATIONAL BANK BUILDING
BRUNSWICK, MAINE

November 17, 1911

Selectmen,

Topsham, Me.

Gentlemen:--

Replying to your inquiry regarding the estimate and payment of damages for the laying out of a town road I would state that by the decisions in this state if the municipal officers omit to make any award of damages, the omission in a legal sense is equivalent to a return that no damages were sustained or awarded. A person claiming damages may appeal to the Supreme Judicial Court at the next term to be held in the county after sixty days from the establishment of the way, and in case he honestly intended to make an appeal but was prevented by accident or mistake, he may, with the approval of a Justice of the court, prosecute his appeal within six months from the time when his right of appeal expired.

In your case the appeal would be from the decision of the Selectmen awarding no damages. The measure of damages is not the value of the strip of land taken for the road, alone, but the effect of the road upon the remaining land is to be considered, so that the actual damage may be more or less than the value of the land itself which is used for the road, depending upon whether the remaining land is injured or benefited by the laying out of the way.

In the case in question you may make any settlement with the owners of the land you deem advisable, to avoid litigation, but if the sum you offer is not accepted the aggrieved land owner must appeal to the court and have a committee appointed, if he has not forfeited his right of appeal. If you can not agree on the sum to be paid you should withdraw from the negotiations and allow the landowner to proceed in his own way.

Very truly yours,

Edward W. Wheeler

Warrant for Street in Fisham

1910

Art 4th See of the town will vote to pay over
The New Road. So called, leading from the
Road to Lisbon line, or to act or any in
relating to the same.

Art 5th See of the town will vote to pay over
River-New Cemetery Association each year.
interest on the several funds held in trust
town for the benefit of said lots in said C
the money to be expended for the care of the
and the unexpended balance to be used for
improvement of the warping ground accore
to the petition of A. B. Johnson and seven or

Res

E. H. Mallett } Deacons
E. E. Duggett }
Joseph D. Whitney } Deacons

Return.

Fisham May 28. 1910

Pursuant to the within Warrant, to me directed,
I have notified and warned the inhabitants of
town, qualified as therein expressed, to assemble
at the time and place, and for the purposes therein
by posting up an attested copy of said Warrant
at the Post Office and the town hall in said town, being
public and conspicuous places in said town, on the
28th day of May, being seven days before said m.

F. B. Meserve
Constable of Fisham.

A true copy of Warrant and Return.
Attest.

W. W. Gould
Town Clerk.

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Minutes of Special Meeting

19
Art

Voted to discontinue said Road. - This vote was Unanimous.

Art

Voted to turn over the interest on the said bonds in accordance with the ^(said) Article. Providing the said Association will take the responsibility that was rested on the town for any expense or damage, in which the town may now be liable, had they retained control of said interest.

Meeting then voted to adjourn.

A true record of the minutes of the Special town meeting, held June 6. 1910.
Attest

H. H. Good
Town Clerk,

ANNUAL TOWN MEETING - March 7, 1910.

ARTICLE -22- To see what action the town will take toward rebuilding the Bridge and Abutment on the New Road, so called, leading from Topsham to Lisbon or to act on any matter relating to the same.

Vote: To authorize the Selectmen to call the County Commissioners to see about closing the road, but if we have to rebuild the Bridge, to raise money sufficient to cover the expense of rebuilding the Bridge and to build a suitable road leading to the same.

Also voted to build a wooden bridge, if any.

SPECIAL TOWN MEETING - June 6, 1910.

ARTICLE -4- To see if the town will vote to discontinue the New Road, so-called, leading from the Goodwin Road to Lisbon line or to act on any matter relating to the same

Vote: To discontinue said road. This vote was unanimous.

ANNUAL TOWN MEETING - March 6, 1911

ARTICLE -34- To see what action the town will take in regard to laying out a part of the new road, so called, discontinued at the June town meeting or to act on any matter relating to same.

VOTE: That the Selectmen be instructed to be governed by the advice of E. W. Wheeler which was given in a letter to the Selectmen, this day, and read in open town meeting. Voted that the work be done with money to be raised by temporary loan for the purpose.

Nothing else to 1914

No record in Bath as this was on petition of Lisbon people and possible can further records in Androscoggin Records, Auburn, Me.



Paul R. LePage
GOVERNOR

STATE OF MAINE
DEPARTMENT OF TRANSPORTATION
16 STATE HOUSE STATION
AUGUSTA, MAINE 04333-0016

David Bernhardt
COMMISSIONER

April 9, 2014

Municipality of Topsham
100 Main Street
Topsham, Maine 04086

Subject: Edgecomb Bridge #0991

Dear Municipal Officials,

Enclosed is a copy of the 2013 Bridge Inspection Report for the subject bridges. Itemized below is a list of deficiencies or maintenance needs for the bridge.

Edgecomb Bridge #0991

- The center pier is undermined up to 3 feet at the pier
- Recommend grouting the void beneath the pier to provide a stable footing

The bridge deficiencies should be addressed as soon as practical to ensure continued safe use of the bridge. Neglect of these deficiencies may result in a diminished function of the bridge through load posting or even closure.

Due to bridge legislation, effective July 1, 2001, Edgecomb Bridge is considered a Low Use or Redundant Bridge. Upon petition by the municipality and approval by the Department, capital responsibility will be shared 50/50 between the State and Municipality. The low priorities associated with this bridge, together with anticipated shortfalls in funding, suggest that very few, if any bridges of this classification, will receive financial assistance in the near future. If your municipality has compelling circumstances, which would demonstrate a high benefit for a capital improvement, and it's committed to funding 50 percent of the project, a request should be forwarded to Jim Foster of MDOT's Bureau of Planning. The Municipality will continue to have maintenance responsibilities and the bridge will be inspected again in 2015. If you have any questions, do not hesitate to contact me at 624-3423.

Sincerely,

Benjamin W. Foster, P.E.
Assistant Bridge Maintenance Engineer

Enclosures

cc: Public Works Director
Jim Foster, MDOT, Bridge Management
file



PRINTED ON RECYCLED PAPER

Structure Inventory and Appraisal Sheet (English Units)

Bridge Key: 0991 Agency ID: 0991 SR: 4.0 SD/FO: SD

IDENTIFICATION

State 1: 23 Maine Struc Num 8: 0991
 Facility Carried 7: EDGECOMB ROAD THEN Location 9: 1.0 MI E RT 125
 Rte.(On/Under)5A: Route On Structure Rte. Signing Prefix 5B: 5 City Street
 Level of Service 5C: 0 None of the below Rte. Number 5D: 00000
 Directional Suffix 5E: 0 N/A (NBI) % Responsibility: 0
 SHD District 2: 01 Southern County Code 3: 001 Androscoggin
 Place Code 4: 01060 Lisbon Mile Post 11: 1.000 mi
 Feature Intersected 6: LITTLE RIVER
 Latitude 16: 44d 00' 18" Longitude 17: 070d 02' 02"
 Border Bridge Code 98: Not Applicable (P)
 Border Bridge Number 99: n/a

INSPECTION

Frequency 91: 12 months Inspection Date 90: 4/24/2013 Next Inspection: 04/24/2015
 FC Frequency 92A: NA FC Inspection Date 93A: NA Next FC Inspection: NA
 UW Frequency 92B: NA UW Inspection Date 93B: NA Next UW Inspection: NA
 SI Frequency 92C: NA SI Date 93C: NA Next SI: NA
 Element Frequency: 12 months Element Inspection Date: 04/24/2013 Next Elem. Insp. Due: 04/24/2015

CLASSIFICATION

Defense Highway 100: 0 Not a STRAHNET hwy Parallel Structure 101: No || bridge exists
 Direction of Traffic 102: 3 1-lane Br for 2-way Temporary Structure 103: Not Applicable (P)
 Highway System 104: 0 Not on NHS NBIS Length 112: Long Enough
 Toll Facility 20: 3 On free road Functional Class 26: 19 Urban Local
 Defense Hwy 110: 0 Not a STRAHNET hwy Historical Significance 37: 5 Not eligible for NRHP
 Owner 22: 03 Town/Township Hwy Agency
 Custodian 21: 03 Town/Township Hwy Agency

STRUCTURE TYPE AND MATERIALS

Number of Approach Spans 46: 0 Number of Spans Main Unit 45: 2
 Main Span Material/Design 43A/B:
 3 Steel 02 Stringer/Girder
 Deck Type 107: 9 Other
 Wearing Surface 108A: 6 Bituminous
 Membrane 108B: 0 None
 Deck Protection 108C: None

CONDITION

Deck 58: 4 Poor Super 59: 4 Poor Sub 60: 3 Serious
 Culvert 62: N N/A (NBI) Channel/Channel Protection 61: 4 Protection Undetermined

LOAD RATING AND POSTING

Inventory Rating Method 65: 2 AS Allowable Stres: Operating Rating Method 63: 2 AS Allowable Stress
 Inventory Rating 66: HS3.0 Operating Rating 64: HS4.0
 Design Load 31: 0 Unknown Posting 70: 1 30.0-39.9%below
 Posting status 41: P Posted for load

AGE AND SERVICE

Year Built 27: 1924 Year Reconstructed 106: -4
 Type of Service on 42A: 1 Highway
 Type of Service under 42B: 5 Waterway
 Lanes on 28A: 1 Lanes Under 28B: 0 Detour Length 19: 99.9 mi
 ADT 29: 120 Truck ADT 109: 5 % Year of ADT 30: 2011

APPRAISAL

Bridge Rail 36A: 0 Substandard Approach Rail 36C: 0 Substandard
 Transition 36B: 0 Substandard Approach Rail Ends 36D: 0 Substandard
 Str. Evaluation 67: 2 Deck Geometry 68: 2 Intolerable - Replace
 Underclearance, Vertical and Horizontal 69: N Not applicable (NBI)
 Waterway Adequacy 71: 7 Above Minimum Approach Alignment 72: 6 Equal Min Criteria
 Scour Critical 113: 8 Stable Above Footing

GEOMETRIC DATA

Length Max Span 48: 22.0 ft Structure Length 49: 46.0 ft
 Curb/Sdwk Width L 50A: 0.0 ft Curb/Sidewalk Width R 50B: 0.0 ft
 Width Curb to Curb 51: 10.1 ft Width Out to Out 52: 10.1 ft
 Approach Roadway Width 32: 12.0 ft Median 33: 0 No median (w/ shoulders)
 Deck Area: 464.5 sq. ft
 Skew 34: 0.00 * Structure Flared 35: 0 No flare
 Vertical Clearance 10: 99.99 ft Horiz. Clearance 47: 10.00 ft
 Minimum Vertical Clearance Over Bridge 53: 327.8 ft
 Minimum Vertical Underclearance Reference 54A: N Feature not hwy or RR
 Minimum Vertical Underclearance 54B: 0.0 ft
 Minimum Lateral Underclearance Reference R 55A: N Feature not hwy or RR
 Minimum Lateral Underclearance R 55: 327.8 ft
 Minimum Lateral Underclearance L 56: 327.8 ft

PROPOSED IMPROVEMENTS

Bridge Cost 94: \$ 791,000 Type of Work 75: 31 Repl-Load Capacity
 Roadway Cost 95: \$ 79,000 Length of Improvement 76: 51.8 ft
 Total Cost 96: \$ 1,186,000 Future ADT 114: 180
 Year of Cost Estimate 97: 2004 Year of Future ADT 115: 2031

NAVIGATION DATA

Navigation Control 38: 0 Permit Not Required
 Vertical Clearance 39: 0.0 ft Horizontal Clearance 40: 0.0 ft
 Pier Protection 111: Not Applicable (P) Lift Bridge Vertical Clearance 116: 0.0 ft

ELEMENT CONDITION STATE DATA

Str Unit	Elm/Env	Description	Units	Total Qty	% in 1	Qty. St. 1	% in 2	Qty. St. 2	% in 3	Qty. St. 3	% in 4	Qty. St. 4	% in 5	Qty. St. 5
1	107/2	Paint Stl Opn Girder	(LF)	230	0 %	0	0 %	0	80 %	184	20 %	46	0 %	0
1	210/2	R/Conc Pier Wall	(LF)	10	0 %	0	0 %	0	50 %	5	50 %	5	0 %	0
1	215/2	R/Conc Abutment	(LF)	16	0 %	0	0 %	0	100 %	16	0 %	0	0 %	0
1	217/2	Other Mtl Abutment	(LF)	16	0 %	0	0 %	0	100 %	16	0 %	0	0 %	0
1	218/2	Undefined Wall Elem.	(LF)	75	0 %	0	0 %	0	80 %	60	20 %	15	0 %	0
1	234/2	R/Conc Cap	(LF)	10	0 %	0	0 %	0	50 %	5	50 %	5	0 %	0

Structure Inventory and Appraisal Sheet (English Units)

Str Unit	Elm/Env	Description	Units	Total Qty	% in 1	Qty. St. 1	% in 2	Qty. St. 2	% in 3	Qty. St. 3	% in 4	Qty. St. 4	% in 5	Qty. St. 5
1	334/2	Metal Rail Coated	(LF)	92	95 %	87	0 %	0	5 %	5	0 %	0	0 %	0
1	363/2	Section Loss SmFlag	(EA)	1	0 %	0	100 %	1	0 %	0	0 %	0	0 %	0
1	382/2	Wear.Surf.- AC Only	(SF)	465	0 %	0	0 %	0	0 %	0	100 %	465	0 %	0
1	388/2	Paint	(SF)	3,450	40 %	1,380	50 %	1,725	10 %	345	0 %	0	0 %	0

Str Unit	Elm/Env	Description	Element Notes
1	107/2	Painted Steel Open Girder/Beam	
1	210/2	Reinforced Conc Pier Wall	
1	215/2	Reinforced Conc Abutment	< none >
1	217/2	Other Material Abutment	< none >
1	218/2	Undefined Wall Elem (Incl. Wing-	< none >
1	234/2	Reinforced Conc Cap	
1	334/2	Metal Bridge Railing - Coated	< none >
1	363/2	Section Loss	
1	382/2	Wearing Surface - AC Only (Dumm	
1	388/2	Paint (Dummy Element)	<none>

BRIDGE NOTES

Two span salvaged steel rolled girders bituminous filled, on one concrete capped stone masonry abutment & 1 full height concrete pier and abutment.

PAST INSPECTION

Inspection Date: 04/24/2013

Type: 1 Regular NBI

Inspector: DTJHANN

Pontis User Key: DTJHANN - JAMIE

Scope:

NBI: Other: Element:
 Underwater: Fracture Critical:

INSPECTION NOTES

Structure is in overall Poor to Serious condition.
 Bridge is posted at 3 Tons, but only at the East end.

Wearing surface:
 Bituminous wearing surface is in poor condition with voids in pavement between the steel deck panels.

Deck/Superstructure:
 The steel deck consists of steel girders lying on there side, unconventional but are in satisfactory condition.

Substructure:
 Exposed irregular ledge at both abutments and center pier.
 The East abutment is concrete, possibly stone cased, with voids at the base 7" H x 24" x 24" D due to the irregular ledge

Structure Inventory and Appraisal Sheet (English Units)

PAST INSPECTION

Inspection Date: 10/05/2011 Type: 1 Regular NBI
Inspector: DTPDERO Pontis User Key: DTPDERO - PETE

Scope:
NBI: Other: Element:
Underwater: Fracture Critical:

INSPECTION NOTES

Structure is in Poor to Serious condition.
Unablr to wade west abutment and pier.
2009-The center pier is undermined, slid ruler thu.
2010-The pier has Moderate cracking & spalling to exposed rebar.
East abutment has Minor undermining, but is founded on ledge.
The girders are laid on there sides which reduces strength.
WS is broken up and has potholes.
One posting sign at east approach 3 ton.

PAST INSPECTION

Inspection Date: 09/22/2009 Type: 1 Regular NBI
Inspector: DTPBELA Pontis User Key: DTPBELA - PAUL

Scope:
NBI: Other: Element:
Underwater: Fracture Critical:

INSPECTION NOTES

Structure is in poor to serious condition. The center pier is undermined, slide ruler thur (see photos) with cracking & spalling to exposed rebar. The deck is girder laid on there sides bituminous filled. One posting sign at east approach 3 ton.

Structure Inventory and Appraisal Sheet (English Units)

PAST INSPECTION

Inspection Date: 09/04/2007 Type: 1 Regular NBI
Inspector: DTPBELA Pontis User Key: DTPBELA - PAUL

Scope:
NBI: Other: Element:
Underwater: Fracture Critical:

INSPECTION NOTES

Structure is in poor to serious condition. The center pier is undermined up to 3 feet with cracking spalling exposed rebar. The deck is girder laid on there sides bituminous filled. One posting sign at east approach 3 ton.

PAST INSPECTION

Inspection Date: 10/19/2005 Type: 1 Regular NBI
Inspector: DTPBELA Pontis User Key: DTPBELA - PAUL

Scope:
NBI: Other: Element:
Underwater: Fracture Critical:

INSPECTION NOTES

Structure is in poor condition. The center pier is undermined up to 3 feet with cracking spalling exposed rebar. The deck is girder laid on there sides bituminous filled. One posting sign at east approach 3 ton.

Structure Inventory and Appraisal Sheet (English Units)

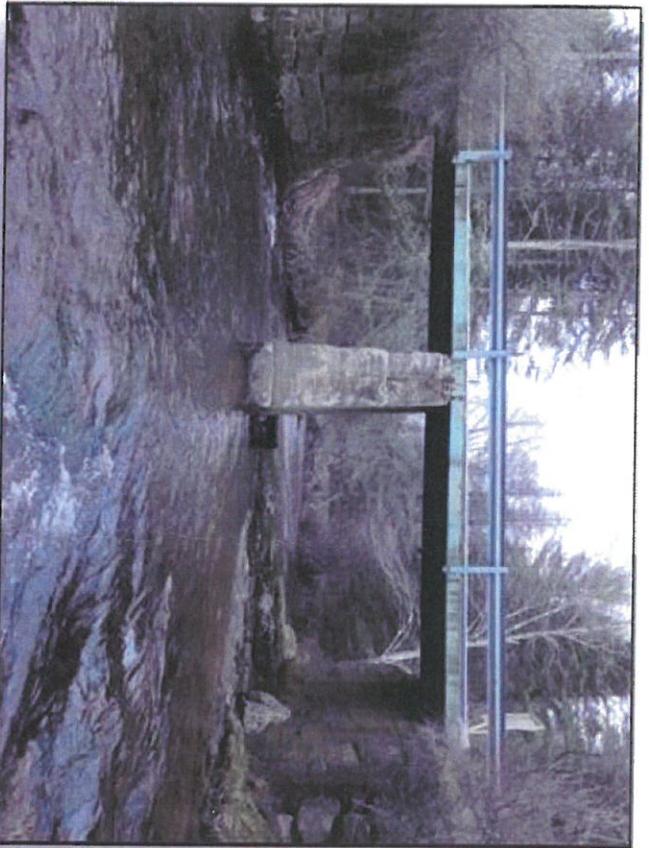
PAST INSPECTION

Inspection Date: 06/25/2003 Type: 1 Regular NBI
 Inspector: -1 Pontis User Key: PJB
 Scope:
 NBI: Other: Element:
 Underwater: Fracture Critical:

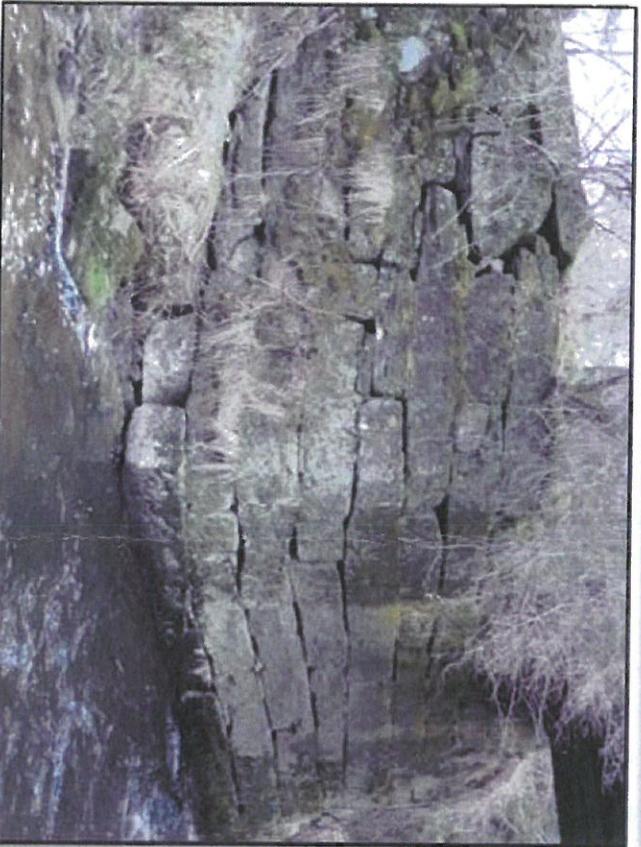
INSPECTION NOTES

INSPECTOR WORK CANDIDATES

Work Candidate ID	Action	Object	Agency Status	Agency Priority	Assigned to a Project	Rec. Date
A-DOT001-0E6FF68A-00000020	Repl Elem	R/Conc Cap	Approved	High	No	4/24/2013
A-DOT001-0AE8BAE6-00000016	Other	Bridge	Approved	High	No	4/24/2013
A-DOT001-0AE8BAE6-00000018	Repl Elem	R/Conc Pier Wall	Approved	High	No	4/24/2013



Looking upstream



West abutment and down stream wing wall



Down stream end of the center pier



East abutment and down stream wing wall

0991

Lisbon

Edgecomb

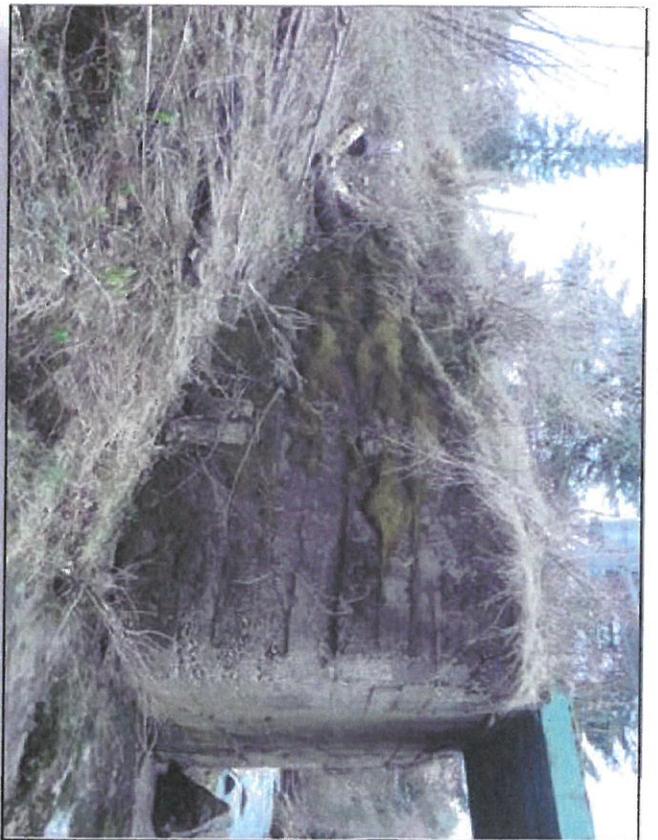
04-24-13



Looking down stream



Up stream end of the center pier



Up stream East wing wall



Up stream West wing wall

0991

Lisbon

Edgecomb

04-24-13



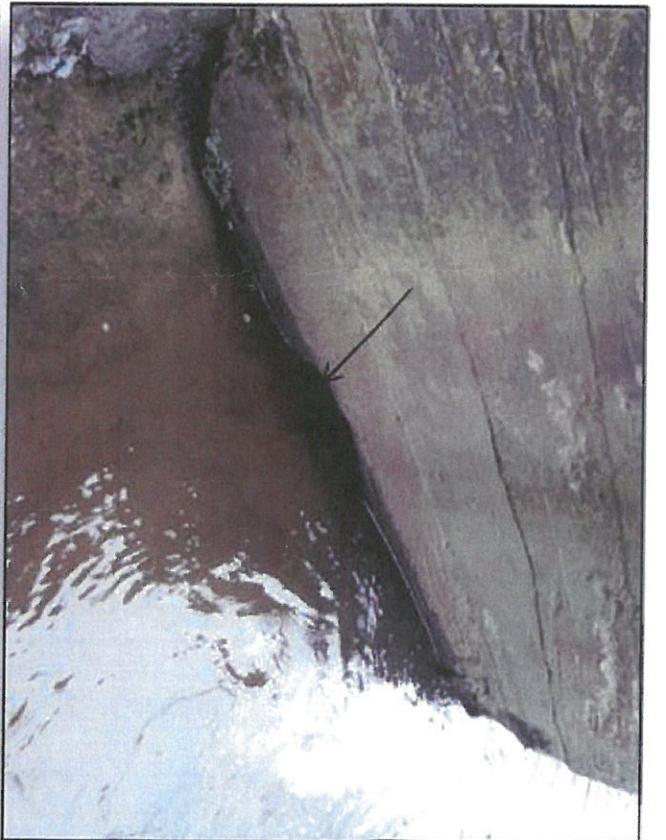
Void under center pier on the West side extends to the East side



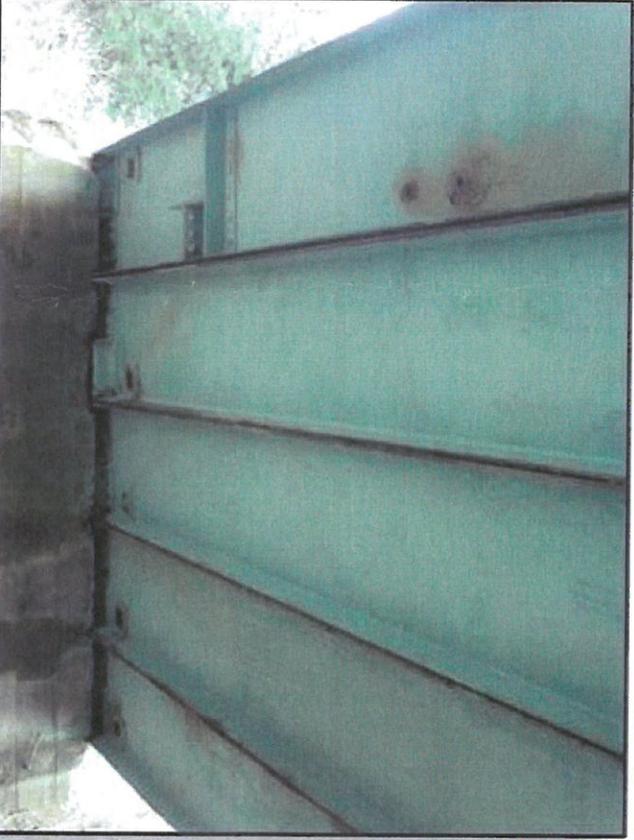
East side of the center pier

0991

Lisbon



Void under center pier on the West side extends to the East side



Bottom of the H-beam deck

Edgecomb

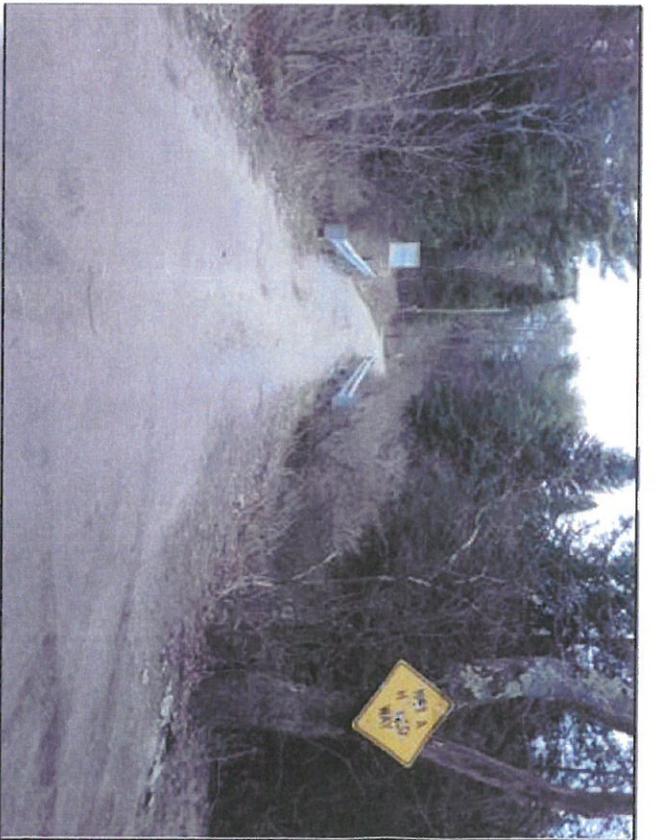
04-24-13



Roadway looking West



Bituminous filled H-beams on their sides



Roadway looking East



General view of the wearing surface

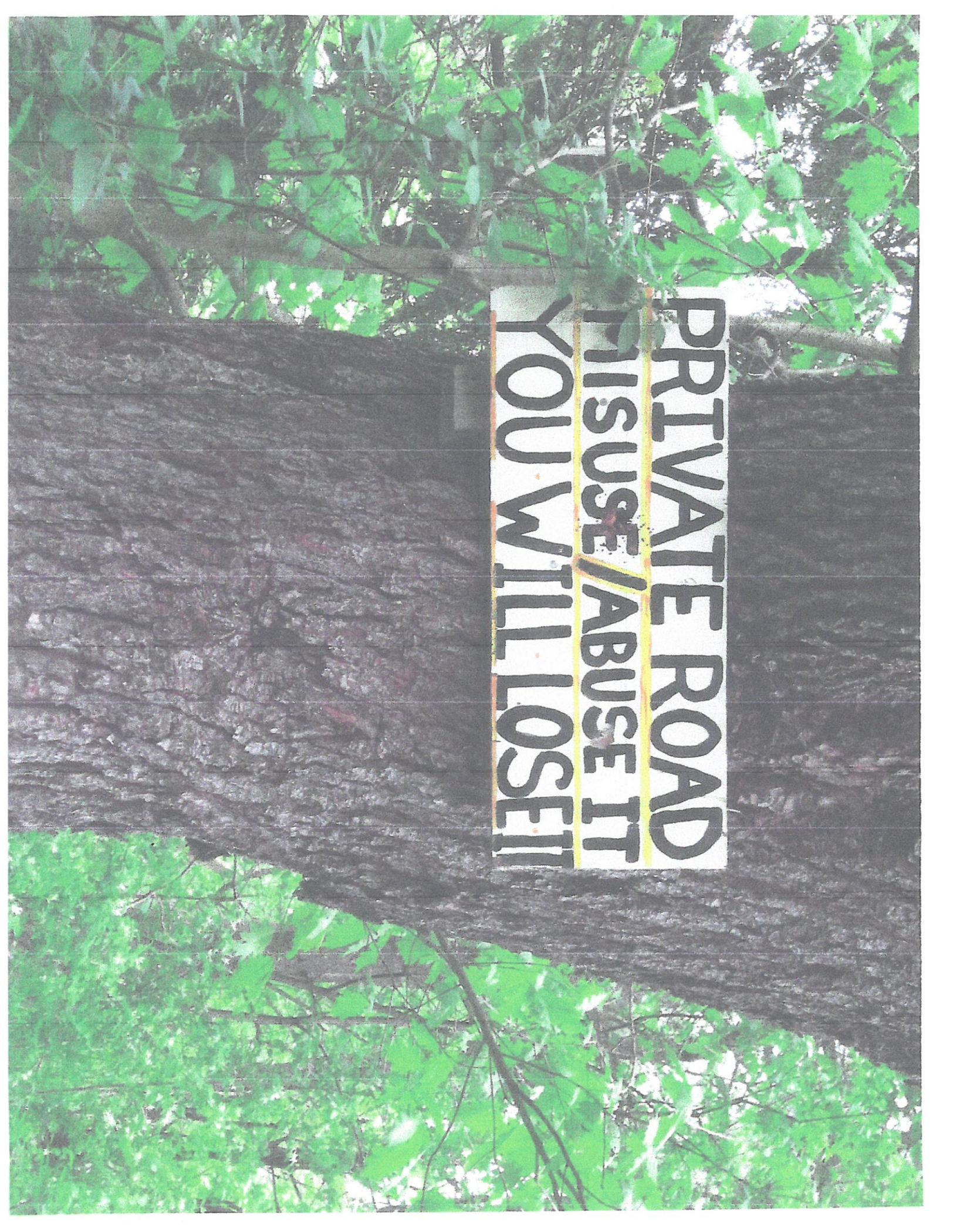
0991

Lisbon

Edgecomb

04-24-13

**PRIVATE ROAD
MISUSE/ABUSE IT
YOU WILL LOSE IT**



Board of Selectmen Meeting

For the date of: 09/07/2017

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: 17-80

(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 extend Topsham's current list of "Paper Streets" pursuant to Title 23 M.R.S.A. § 3302 for a period of twenty years.

Brief Description of Consent or Agenda Item:

Submitted by: Rich Roedner, Town Manager

Date: 08/30/2017

MEMORANDUM

To: Rich Roedner, Town Manager
From: Rod Melanson, Planning Director
Date: August 15, 2017
Re: Paper Streets

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 1987, the State passed legislation requiring Town’s to clear title on paper streets within 10 years. Towns had the option at the end of 10 years to defer action for a period of 20 years. Following that period, Towns could defer for one additional 20-year period.

In September of 1997 the Town recorded a list of streets to defer action on for 20 years. Based upon Maine Statute MRS Title 23 Section 3032 (attached) the town must now decide upon extending the “unknown paper street rights” as described in state statute, or letting any incipient rights we have lapse.

When we were previously in front of the Board, we reviewed the report of the listed paper streets from the 1997 vote of the Town. This included 36 paper streets. We discussed a process where we would review a number of streets per year and receive recommendations through a public review process (Staff/ Planning Board/ Conservation Commission), with an initial focus on disposing/ abandoning any rights on those that we found to be undesirable/ or non-existent.

- Attached is the list of paper streets that we are asking to defer (except) action on for a period of 20 years so we may be able to further review each street for a recommended action
- On the original list we have immediately identified two items that may be removed:
 - #1 Phillipon Drive as referenced on the list is not accurate as there was no approved subdivision of land through the Planning Board, nor does the book and page reference anything in this vicinity.
 - #37 The note about “any other street not identified” may be removed as we recommend that we do not need to further research paper streets that we have no references for.
- First and Cross were retained separately in 1997, and our interest in them lapsed in March of 2017
- Proposed schedule for moving forward:
 - Staff/committee review by end of November
 - Legal advice on the process of abandoning interest in any paper street we decided to retain through December - January
 - January or February, depending on process our attorney lays out for us (notice time frames, hearings, etc.), we will have a list of which ones we are recommending the Town discontinues its interest in

- Subsequently, we will bring paper streets before the Board periodically to ask the Board to vote on formally holding onto our interest. This will require some legal research for each street, plus staff time.

Follow up on the budget for this process included contacting Cape Elizabeth (CE) where they conducted an exhaustive process on this issue. There was no budget as staff time accounted for the bulk of the initial research, and the planner in CE was not privy to the attorney fees associated with the project. We believe that at the very most, we would be looking at no more than 8-10 hours per street. As we move forward with the legal process, we will be able to refine the amount of time needed. It is safe to assume that some streets will require very little legal work, while others may require longer periods.

After consulting with MMA legal services, they have suggested utilizing the updated "Notice" for recording (as shown on the following pages). They also suggested that we create an updated list of paper streets (utilizing the same language as the 1997 street descriptions), this was suggested rather than simply referencing the past notice.

On the following pages is the official new Notice that will need to be recorded, as well as "Exhibit A" where the current descriptions of paper streets are referenced.

Based on the attached notice, We recommend that the Board make the following Motion:

Pursuant to Title 23 MRSA §3032 the Board of Selectmen of the Town of Topsham Vote to except the unaccepted ways or portions thereof as referenced in a document entitled "Exhibit A" which references the 1997 list of paper streets - Notice 07684 and recorded as book 1523 page 292 in the Sagadahoc County Registry of Deeds.

NOTICE TO EXTEND DEADLINE OF AUTOMATIC VACATION OF "PAPER STREET"

(23 M.R.S.A. §3032)

TOWN/CITY OF TOPSHAM

This Notice is made pursuant to 23 M.R.S.A. § 3032. After due consideration, the municipal officers of the Town/City of Topsham hereby vote to except from the operation of the time limitations of § 3032 the proposed, unaccepted ways (commonly known as "paper streets"), or portions thereof, which are described on the sheet attached hereto and incorporated herein as Exhibit "A." being the same proposed, unaccepted ways referenced in the document entitled "Notice 07684" and recorded in Book 1523, Page 292 at the Sagadahoc County Registry of Deeds.

This vote extends, for a period of twenty (20) years from the recording of this Notice, the time in which the ways described in Exhibit "A" will be subject to the operation of § 3032. During that 20-year period, the rights of incipient dedication to public and private use of such ways shall remain in effect unless otherwise terminated or accepted in accordance with law.

Dated: _____, _____

By the Municipal Officers

ACKNOWLEDGMENT

STATE OF MAINE

Sagadahoc County, ss.

Date: _____, _____

Personally appeared the above-named _____, being
duly authorized municipal officers of the Town/City of _____, and made oath
that the foregoing is their free act and deed.

Before me,

Notary Public/Attorney at Law

(Print Name)

EXHIBIT A

Pursuant to title 23 MRSA, §3032 the following is a list of “paper streets” as recorded in the Sagadahoc County Registry of Deeds Book 1523 Page 292.

1. Portion of Barrows Drive from the completed section to Winter Street as shown on a plan of lots for Barrows Drive, and recorded in the Sagadahoc County Registry of Deeds, Book 8, Page 30.
2. Unaccepted portion of East Bay Bridge Road as shown on section “B” of a map of Sagadahoc County, Maine, Topsham, Maine, dated 1858, and filed at the Sagadahoc County Registry of Deeds.
3. Green Area on Blueberry Lane between lots 4 and 6 as shown on the Plan of Lots for Birch Ridge, and recorded in the Sagadahoc County Registry of Deeds, Book 9, Page 34A.
4. Unaccepted portion of High Street to oak Street as shown on the Plan of Lots for Noyesville, and recorded in the Sagadahoc County Registry of Deeds, Book 1, Page 23.
5. Hunter Lane extension between lots 117A and 159 as shown on the Plan of Lots for Bay Park, and recorded in the Sagadahoc County Registry of Deeds, Book 18, Page 50.
6. Lovers Lane from the Androscoggin River to Middlesex Road, so called Four Rod Road. As shown on the plan of Lots for Town of Topsham dated July 21, 1786 and recorded in the Sagadahoc County Registry of Deeds.
7. Maple Street extension from Bridge Street to Central Maine Power R.O.W. as shown on the Plan of Lots for Noyes Hill. And recorded in the Sagadahoc County Registry of Deeds, Book 1, Page 34.
8. Merrill Road from old Merrill homestead to Ward Road as shown on a Plan of Lots which may be recorded in the Sagadahoc County Registry of Deeds.
9. Mill Road from Bridge Street to Summer Street as shown on a Plan of Lots for Topsham Heights, and recorded in the Sagadahoc County Registry of Deeds, Book 1, Page 52.
10. Murder Road from Middlesex Road to point of discontinuation as shown on section “B” of a map of Sagadahoc County, Maine, Topsham, dated 1858, and filed at the Sagadahoc County Registry of Deeds.

11. Nellie Way as shown on the Plan of Lots for Patten Lane, and recorded in the Sagadahoc County Registry of Deeds, Book 15, Page 58.
12. Ralph Lane as shown on a Plan of Lots for Patten Lane, and recorded in the Sagadahoc County Registry of Deeds, Book 15, Page 58.
13. Unaccepted portion of North Street as shown on the Plan of Lots for Topsham Heights, and recorded in the Sagadahoc County Registry of Deeds, Book 1, Page 52.
14. View Street as shown on the Plan of Lots for W.S. Noyes, and recorded in the Sagadahoc County Registry of Deeds, Book 3, Page 45.
15. R.O.W. on Mallet Drive between Lots 51 and 53 as shown on the Plan of Lots for Woodland Park, and recorded in the Sagadahoc County Registry of Deeds, Book 8, Page 4.
16. R.O.W. on Mallet Drive between lots 52 and 54 as shown on the Plan of Lots for Woodland Park, and recorded in the Sagadahoc County Registry of Deeds, Book 8 Page 4.
17. R.O.W. on Mallet Drive between lots 26 and 28 as shown on the Plan of Lots for Woodland Park, and recorded in the Sagadahoc County Registry of Deeds, Book 8 Page 4.
18. R.O.W. on Pinewood Drive between lots 24, 25 and 26 as shown on the Plan of Lots for Topsham Acres, and recorded in the Sagadahoc County Registry of Deeds, Book 6, Page 30.
19. R.O.W. on Pinewood Drive between lots 2, 3, and 4 as shown on the Plan of Lots for Topsham, and recorded in the Sagadahoc County Registry of Deeds, Book 6, Page 30.
20. R.O.W. on Patricia Drive between lots 79 and 80 as shown on the Plan of Lots for Barrows Drive, and recorded in the Sagadahoc County Registry of Deeds, Book 8, Page 30.
21. R.O.W. on Home Place on SE boundary of lot 1 as shown on the plan of Lots for Home Place, and recorded in the Sagadahoc County Registry of Deeds, Book 18, Page 79.
22. R.O.W. on Home Place on the SE boundary of lot 2 as shown on the Plan of Lots for Home Place, and recorded in the Sagadahoc County Registry of Deeds, Book 8, Page 30.
23. R.O.W. on Thomas Avenue between lots 64 and 65 as shown on the Plan of Lots for Arbor Avenue Development, and recorded in the Sagadahoc County Registry of Deeds, Book 7, Page 42.

24. R.O.W. on Somerset Place between lots 84 and 85 as shown on the Plan of Lots for Arbor Avenue Development, and recorded in the Sagadahoc County Registry of Deeds, Book 11, Page 15.
25. R.O.W. on Sokokis Circle between lots 21 and 22 as shown on the Plan of Lots for Abenaki Land Company, and recorded in the Sagadahoc County Registry of Deeds, Book 8, Page 10.
26. R.O.W. between Goldeneye Drive and Merganser Lane as shown on the Plan of Lots for Bay Park, and recorded in the Sagadahoc County Registry of Deeds, Book 18, Page 51.
27. R.O.W. on Madelyn Avenue between lots 16 and 17 as shown on the Plan of Lots for Brilliant Development, and recorded in the Sagadahoc County Registry of Deeds, Book 25, Page 15.
28. R.O.W. on Madelyn Avenue between lots 18 and 19 as shown on the Plan of Lots for Brilliant Development, and recorded in the Sagadahoc County Registry of Deeds, Book 25, Page 15.
29. Skinner Road as shown on the Plan of Lots for Arbor Avenue, and recorded in the Sagadahoc County Registry of Deeds, Book 7, Page 42A.
30. Town Landing Road as shown on section "B" of a map of Sagadahoc County, Maine, Topsham, dated 1858, and filed at the Sagadahoc County Registry of Deeds.
31. The unaccepted portion of Ward Road to the Lisbon town as shown on section "B" of a map of Sagadahoc County, Maine, Topsham, dated 1858, and filed at the Sagadahoc County Registry of Deeds.
32. West Bay Bridge Road from the end of the accepted portion to a Stream as shown on section "B" of a map of Sagadahoc County, Maine, Topsham, dated 1858, and filed at the Sagadahoc County Registry of Deeds.
33. Unaccepted portion of East Schoolhouse Crossing Road from Feldspar Circle to Interstate 95 as shown on section "B" of a map of Sagadahoc County, Maine, Topsham, dated 1858, and filed at the Sagadahoc County Registry of Deeds.
34. R.O.W. on the North side of View Street as shown on the Plan of Lots for Abenaki Land Company, and recorded in the Sagadahoc County Registry of Deeds, Book 6, Page 46A.

35. Patten Lane as shown on the Plan of Lots for Patten Lane, and recorded in the Sagadahoc County Registry of Deeds, Book 15, Page 58.