

Agenda Notes

Selectmen's Meeting 6/03/14

Public Meeting to discuss the Draft Environmental Assessment Report for the Airport.

A copy of the report is posted on the Town website. There will not be a vote on this item.

5.) Special Presentations or Awards.

- a. The recipient of the Lawrence B. Haggett Memorial Scholarship will be announced.
- b. The recipient of the General John and Mrs. Jeanette French Scholarship will be announced.
- c. Town Planner Misty Parker will present an update on the seasonal changes to the Maine Eastern Railroad schedule.

8.) Department Head or Committee Chair Report.

- a. Airport Manager Erv Deck will report on the Airport Master Plan, as a follow up to the Workshop for the Draft Master Plan at the Board of Selectmen's meeting on March 4, 2014.

11.) Town Manager's Report.

- a. The Board will discuss the proposal for maintenance of the Maine Department of Transportation's proposed improvements to the intersection, pedestrian crossing, and sidewalk at Routes 1 and 27 in Wiscasset.

WISCASSET BOARD OF SELECTMEN,
BOARD OF ASSESSORS AND OVERSEERS OF THE POOR
MAY 20, 2014

Preliminary Minutes

Tape recorded meeting

Present: Vice Chair Judy Colby, Pam Dunning, Jeff Slack and Interim Town Manager Don Gerrish.
Ed Polewarczyk participated by speaker phone

Absent: Tim Merry

1. Call to Order

In the absence of the chairman, Vice Chair Judy Colby called the meeting to order at 7:03 p.m.

2. Pledge of Allegiance to the Flag of the United States of America

Pam Dunning moved to add to the agenda as follows: Item 5 – Town Presentation; Item 6 – Appointment of a waste hauler; Item 9 – Opening of striping bids. Vote 4-0-0.

3. Approval of Treasurer’s Warrant: May 13 and May 20

Pam Dunning moved to approve the Treasurer’s Warrant of May 13. Vote 3-0-1. Pam Dunning moved to approve the Treasurer’s Warrant of May 20. Vote 3-0-1,

4. Approval of Minutes: May 6, 2014

Jeff Slack moved to approve the minutes of May 6, 2014. Vote 3-0-1.

5. Special Presentations or Awards

A. Recognition of community support for the Channel 13 “School Spirit Challenge” by representatives of Wiscasset High School: Deb Pooler, Student Council Advisor and the Coordinator for the WGME School Spirit Challenge, summarized the campaign and thanked the selectmen and community for their support which resulted in Wiscasset, with fewer than 100 students, winning over much larger schools. Students Erika Auger and Tylan Onorato thanked the selectmen and the community for helping to raise over 58,000 pounds of food and presented a plaque to Vice Chair Judy Colby.

B. Dedication of Town Report to Maurice Pickering: Judy Colby read the dedication of the 2013 Town Report to the late Maurice Pickering, a long-time employee of the town, and presented a plaque to his wife Dorothy Pickering.

10. New Business

A: Adopt Treasurer Disbursement Policy: Interim Town Manager Don Gerrish said the disbursement policy was adopted the previous year and is adopted annually by the selectmen. **Pam Dunning moved to adopt the Treasurer Disbursement Policy. Vote 4-0-0.**

B. Sign May 31, 2014 Open Town Meeting Warrant: Don Gerrish said the Budget Committee and Board of Selectmen had met on the budget over the previous four weeks and on articles where there were differences, they were noted on the ballot. In response to a question, he said that Article 53J would allow the selectmen to take up to \$125,000 from the fund balance. The selectmen's proposed budget is an increase of 9.46% over last year's budget.

- Article 3: Pam Dunning moved to approve as written. Vote 4-0-0.**
- Article 4: Pam Dunning moved to approve \$376,374 for Police Department. Vote 3-1-0,**
- Article 5: Pam Dunning moved to approve \$77,384 for Municipal Planning. Vote 4-0-0.**
- Article 6: Pam Dunning moved the amount of \$45,300 for Code Enforcement. Vote 4-0-0.**
- Article 7: Pam Dunning moved to approve \$10,630 for Shellfish Conservation. Vote 4-0-0.**
- Article 8: Pam Dunning moved to approve \$748,572 for Parks and Recreation Dept. Vote 4-0-0.**
- Article 9: Pam Dunning moved to approve \$653,741 for Municipal Highway Department. Vote 3-1-0.**
- Article 10: Pam Dunning moved to approve \$40,649 for the Senior Center. Vote 3-1-0.**
- Article 11: Pam Dunning moved to approve \$51,254 for Waterfront and Harbors. Vote 4-0-0.**
- Article 12: Pam Dunning moved to approve \$178,163 for Town Office Administration/operations. Vote 4-0-0.**
- Article 13: Pam Dunning moved to approve \$6,000 for Lincoln County Television. Vote 3-1-0.**
- Article 14: Pam Dunning moved to approve \$40,000 for Municipal Roof Repairs. Vote 3-1-0.**
- Article 15: Pam Dunning moved to approve \$25,000 for Municipal Building Generator. Vote 4-0-0.**
- Article 16: Pam Dunning moved to approve \$7,000 for Emergency Medical Services pagers. Vote 4-0-0.**
- Article 17: Pam Dunning moved to approve \$12,000 for Fire Department Repeaters. Vote 4-0-0.**
- Article 18: Pam Dunning moved to approve \$10,000 for Main St. Pier Electrical Upgrades. Vote 4-0-0.**
- Article 19: Judy Colby moved to approve \$150,000 for Parks and Recreation Community Center Roof Repairs. Vote 4-0-0.**
- Article 20: Judy Colby moved to approve \$55,000 for Public Works Truck. Vote 3-1-0.**
- Article 21: Pam Dunning moved to approve \$77,201 for Road and Sidewalk Repair. Vote 4-0-0.**
- Article 22: Pam Dunning moved to approve \$8,000 for Town's Share of Airport Easement and Obstruction Remediation. Vote 4-0-0.**
- Article 23: Pam Dunning moved to approve \$17,000 for Airport Tractor/Mower/Tug. Vote 4-0-0.**
- Article 24: Pam Dunning moved to approve \$1,250,000 from municipal Reserve Account to reduce tax commitment. Vote 3-1-0.**
- Article 25: Judy Colby moved to approve \$1,611 for Municipal Boards and Committees. Vote 4-0-0.**
- Article 26: Pam Dunning moved to approve \$62,392 for Municipal Building Operations. Vote 4-0-0.**
- Article 27: Judy Colby moved to approve \$35,000 for Contingency. Vote 4-0-0.**
- Article 28: Judy Colby moved to approve \$84,000 for Contractual Services. Vote 4-0-0.**
- Article 29: Pam Dunning moved to approve \$27,380 for Office of Selectmen. Vote 4-0-0.**
- Article 30: Judy Colby moved to approve \$78,348 for Office of Assessment/Human Resources. Vote 4-0-0.**
- Article 31: Pam Dunning moved to approve \$153,456 for Office of Finance/Tax Collector. Vote 4-0-0.**
- Article 32: Judy Colby moved to approve \$62,224 for Town Clerk/Excise Tax Collector/Registrar. Vote 4-0-0.**
- Article 33: Pam Dunning moved to approve \$18,400 for Office of Elections. Vote 4-0-0.**
- Article 34: Pam Dunning moved to approve \$20,510 for General Assistance. Vote 4-0-0.**
- Article 35: Judy Colby moved to approve \$17,000 for Tax Anticipation Note (Interest). Vote 4-0-0.**

- Article 36: Pam Dunning moved to approve \$83,876 for Municipal Insurance. Vote 4-0-0.
 - Article 37: Pam Dunning moved to approve \$5,000 for Unemployment. Vote 4-0-0.
 - Article 38: Judy Colby moved to approve \$14,500 for Celebrations. Vote 4-0-0.
 - Article 39: Judy Colby moved to approve \$108,786 for Fire Department. Vote 4-0-0.
 - Article 40: Pam Dunning moved to approve \$312,944 for Emergency Medical Services. Vote 4-0-0.
 - Article 41: Judy Colby moved to approve \$10,390 for Animal Control. Vote 4-0-0.
 - Article 42: Judy Colby moved to approve \$182,000 for Public Utilities. Vote 4-0-0.
 - Article 43: Judy Colby moved to approve \$391,649 for Wastewater Treatment Plant. Vote 4-0-0.
 - Article 44: Pam Dunning moved to approve \$86,537 for Cemeteries. Vote 4-0-0.
 - Article 45: Judy Colby moved to approve \$316,657 for Airport. Vote 4-0-0.
 - Article 46: Judy Colby moved to approve \$517,730 for Transfer Station. Vote 4-0-0.
 - Article 47: Judy Colby moved to approve \$60,000 for Wiscasset Public Library. Vote 3-0-1.
 - Article 48: Pam Dunning moved to approve \$12,764 for Cardiac Monitors Lease. Vote 4-0-0.
 - Article 49: Pam Dunning moved to approve \$40,463 for Municipal Pier Debt. Vote 4-0-0.
 - Article 50: Pam Dunning moved to approve \$16,815 for Retiree Health Insurance Premiums. Vote 4-0-0.
- Pam Dunning moved to adopt the warrant. Vote 4-0-0.

C. Sign June 10, 2014 Election Warrant: Don Gerrish explained that although the board had signed a previous warrant, the warrant on this agenda included Article 3 regarding approving the Town of Wiscasset school budget for the upcoming school year that the Town adopted at the latest school budget town meeting. Pam Dunning moved to adopt the 2014 Election Warrant. Vote 4-0-0.

D. Board to sign Homestead Reimbursement Application and Ratio Declaration for tax year 2014-2015: Pam Dunning moved to sign the Homestead Reimbursement Application and Ratio Declaration for tax year 2014-2015. Vote 4-0-0.

6. Appointments

A. Approval of Giles Rubbish, Inc. and Pine Tree Waste applications for license as Commercial Waste Disposal Hauler. Jeff Slack moved to approve both applications. Vote 4-0-0.

7. Public Comment

Bob Blagden, speaking as chair of the Budget Committee, said the Budget Committee had passed a resolution at its meeting on May 15 requesting the selectmen return to the secret ballot form of voting.

8. Department Head or Committee Chair Report: none

9. Unfinished Business

The following striping bids were received:

	<u>Lucas Striping</u>	<u>Highway Safety Systems</u>
4" white and yellow lines per linear foot	.04	.039
Double yellow center line per linear foot	.08	.078
White edge line per linear foot	.09	.039
Crosswalks per square foot	.75	.45

Stop bars per square foot	.75	.45
Parking stalls, each	3.50	3.50
Arrows, each	10.00	15.00

Pam Dunning moved to authorize the Town Manager and Public Works Director to review the bids and to choose the company that meets the bid specs at the lowest price. Vote 4-0-0.

11. Town Manager’s Report

There will be a public meeting with MDOT to discuss the sidewalk and intersection improvements to Route 1 and Route 27 on May 21, 6 p.m. at the Wiscasset High school.

On Tuesday, May 27, there board will hear abatement requests, and packets will be available for selectmen on Friday, May 23.

To date, 16 applications have been received for the Town Manager position; deadline for applications is June 4.

12. Adjournment

Jeff Slack moved to adjourn the meeting. Vote 4-0-0.



<i>MaineDOT use only</i>	
TEDOCS #:	_____
CT #:	_____
CSN #:	_____
PROGRAM:	<u>Multimodal Program</u>

**MAINE DEPARTMENT OF TRANSPORTATION
MUNICIPAL/STATE AGREEMENT**

**PROPOSED IMPROVEMENTS TO ROUTES 1 & 27 INTERSECTION,
PEDESTRIAN CROSSING AND SIDEWALK**

<i>(MaineDOT Use Only)</i>	
Project Location: <u>Wiscasset Rte 1 & Rte 27</u>	Estimated Municipal Share: <u>\$0.00</u>
State WIN #: <u>020527.00</u>	Vendor Customer #: <u>WISCASSET</u>
Federal Aid Project #: <u>STP-2052(700)</u>	Agreement Begin Date: _____
	Agreement End Date: <u>(3 years from the date last signed below)</u>

This Agreement is entered into between the Maine Department Of Transportation (hereafter the "Department") and the Town of Wiscasset, a municipal corporation located in the County of Lincoln (hereafter the "Municipality") (hereinafter the "Parties") regarding the planning, development, design, right of way, construction, cost sharing and reimbursement for a project to make improvements to Rtes 1 & 27 intersection, installation of traffic signals and pedestrian crossing signals; and new sidewalks from Lee Street and Bradford Road to existing sidewalk system, and improvements to existing sidewalks, in Wiscasset, Maine, (hereafter Project) as follows:

The following checked appendices are hereby incorporated into this Agreement by reference:

- Appendix A – Project scope, cost sharing, and payment schedule
- Appendix B – Perpetual Bicycle/Pedestrian Facility Maintenance
- Appendix B – Landscape Maintenance
- Appendix B – Lighting/Flashing Beacon Operation and Maintenance
- Appendix B – Perpetual Traffic Signal Operation and Maintenance
- Appendix B – Bridge Lighting/Approach Lighting Maintenance & Snow Plowing
- Appendix C – Additional work requested by Municipality

- A. The Department agrees to procure and administer a contract to construct the Project in accordance with the plans and specifications developed by the Department and, subject to Department approval. This would include any additional plans, specifications and estimates furnished by the Municipality. Please refer to Appendix A of this Agreement for the outline of the scope, limits of work and cost sharing.
- B. The Department shall be the sole administrator of this contract. The Department will pay all project costs, subject to cost sharing by the Municipality, when applicable, as specified in this agreement. Neither the Department nor its contractors will be required to pay for inspections and permits from the Municipality.
- C. The Department reserves the right to terminate the Project for any reason prior to the award of a contract to construct the Project. The Department also reserves the right to terminate all provisions

pertaining to work requested by the Municipality at any time prior to the award of a contract to construct the Project because of any failure by the Municipality to meet any of the conditions and stipulations set forth in this Agreement.

- D.** Upon acceptance of plans, specifications and estimates, the Department shall solicit competitive bids for the Project. Upon acceptance of the lowest acceptable responsive, responsible bid to construct the Project and fulfillment of all terms set forth herein, the Department will submit the information to the Municipality, who will have up to five (5) business days to review the information and notify the Department of any questions or concerns. If the Department is not presented with any questions or concerns during the time allotted all decisions pertaining to the acceptance of the bids, the award and administration of the contract and all payments thereunder shall be the sole discretion of the Department.
- E.** The Municipality, at its election, may request that changes be made or work added to the Project during the period of construction, provided the Municipality agrees in writing to pay any additional cost plus an amount not to exceed ten (10%) percent of such construction cost to cover all necessary engineering, inspection and administrative costs associated therewith, unless specified otherwise. All such requests shall be subject to approval by the Department. In the event that such changes or work are approved for federal participation in the cost thereof, such additional cost may be reduced to the non-federal share.
- F.** The Municipality agrees to allow the Department's contractor to control all traffic through the work areas in accordance with the Traffic Control Plan approved by the Department. The development of the Traffic Control Plan will follow the process outlined below:
1. The PM will submit the project for Traffic Analysis and Movement Evaluation (TAME), when possible, approximately one year prior to advertisement. Once the results are received, the PM/Regional Traffic Engineer will discuss the proposed project with the Municipality (scope, limits, day or night work, work window, etc).
 2. The Municipality will comment on their concerns/issues (two week timeframe allowed).
 3. The PM & Designer will incorporate these comments where practical based on engineering judgment.
 4. If the Municipality desires, a meeting will be held prior to PS&E to review the project design, Special Provision 105 – Limitations of Operations, Special Provision 107 - Time, etc.
 5. The Municipality will have the opportunity to review and comment.
- G.** The Municipality agrees to alter, move, relocate or remove, or cause to be, at no cost to the Project, any municipal property, including all fixtures, facilities or monuments, located on, under or above the ground, as necessary to permit construction of the Project, which has not otherwise been provided for during the development of the Project. Any work necessary to do so during the period of construction shall be coordinated with the contractor for the Project.
- H.** The Municipality will, at no cost to the Department, assure proper adjustment, relocation, or repair of any portion of a service, whether above or below ground, that is located within the limits of the highway right-of-way and connected to any municipal utility, which might become necessary to

permit construction of the Project. The Municipality agrees to hold the Department harmless from any claims for damages occurring as a result thereof.

- I. The Municipality agrees that during and after construction it will apply the requirements of the most recent version of the Department's "Utility Accommodation Policy" as the minimum guidelines not withstanding any municipal rules that are more lenient.
- J. To the extent that it is statutorily responsible therefore, the Municipality agrees to provide utilities, and to maintain all improvements and fixtures constructed, installed or furnished as a part of the Project in such a manner as necessary to preserve the use and function thereof for the expected period of their normal useful life as determined by accepted engineering and/or industry standards. To the extent any warranty exists for said improvements or fixtures, said warranty shall be first relied on by MaineDOT to address maintenance and/or repairs described in this paragraph.
- K. The Municipality agrees that except for an emergency, or as allowed in § 3351-A, it will prohibit the excavation of the highway within the limits of the Project for a period of at least five (5) years after completion of the Project, and agrees to make all necessary notifications to abutters and occupants of the highway as otherwise required of any city government under the provisions of 23 M.R.S.A. § 3351. Thereafter, all future excavations within the right-of-way of the Project shall be regulated and controlled in the manner specified by the Department in its most recent "*Rules, Regulations and Policies for Highway Openings*", which is incorporated herein and made a part hereof by reference.
- L. The Municipality will be responsible to keep new or replaced/rehabilitated pedestrian facilities in usable condition.
- M. The Municipality agrees to keep the right-of-way of the Project inviolate from all encroachments and agrees to remove, or cause to be removed, anything that may encroach thereon.
- N. When applicable the Municipality agrees to regulate all entrances to the highway within the limits of the Project in accordance with the provisions of 23 M.R.S.A. § 704.
- O. The Municipality with city council approval agrees to limit all on-street parking to the parking spaces as designed and constructed under the Project.
- P. The Department shall have all of its common law, equitable and statutory rights of set-off. These rights shall include, but not be limited to the Department's option to withhold for the purposes of set-off any monies owed to the Municipality with regard to this Agreement and any other agreement with the Department, including any agreement for a term commencing prior to the term of this Agreement, plus any amounts owed to the Municipality for any other contract with any State of Maine department or agency.
- Q. To the extent permitted by law, the Municipality shall indemnify, defend and hold harmless the Department, its officers, agents and employees from all claims, suits or liabilities arising from any negligent or wrongful act, error or omission by the Municipality, its officials, employees, agents, consultants or contractors. Nothing herein shall waive any defense, immunity or limitation of liability that may be available to either party under the Maine Tort Claims Act (14 M.R.S. Section 8101 et seq.) or any other privileges or immunities provided by law. *Any other provision of this agreement to the contrary notwithstanding, this provision shall survive any termination or expiration of this Agreement.*

R. The Department may postpone, suspend, abandon or otherwise terminate this Agreement upon thirty (30) days written notice to the Municipality and in no event shall any such action be deemed a breach of contract. Postponement, suspension, abandonment or termination may be taken for any reason by the Department or specifically as the result of any failure by the Municipality to perform any of the services required under this Agreement to the satisfaction of the Department.

In the event of Project termination, all provisions of this Agreement shall become null and void except for those set forth under *Appendices A and C, if attached to this Agreement, as well as those provisions that by their very nature are intended to survive.*

S. The Municipality certifies, by signing this Agreement, that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from participation in this transaction by any Federal department or agency. If the Municipality is unable to certify to this statement, it shall attach an explanation to this Agreement. The Municipality shall promptly notify MaineDOT if it or its principals becomes debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.

T. The Parties agree to: comply with and abide by all applicable State and Federal laws, statutes, rules, regulations, standards and guidelines, including the MUTCD and OSHA standards, and Agreement provisions; avoid hindering each other's performance; fulfill all obligations diligently; and cooperate in achievement of the intent of this Agreement.

U. All provisions of this Agreement, *except those provided above in Paragraphs J-Q and those that by their very nature are intended to survive,* shall expire at Project final voucher, or upon final payment by the Municipality of any Project costs as hereinbefore provided, whichever occurs later.

V. Anything herein to the contrary notwithstanding, the Municipality acknowledges and agrees that although the execution of this agreement by the Department manifests its intent to honor its terms and to seek funding to fulfill any obligations arising hereunder, by law any such obligations are subject to available budgetary appropriations by the Maine Legislature and, therefore, this agreement does not create any obligation on behalf of MaineDOT in excess of such appropriations.

W. No assignment of this agreement is contemplated, and in no event shall any assignment be made without the express written permission of the Department.

IN WITNESS WHEREOF, the Parties hereto have executed this AGREEMENT in duplicate effective on the day and date last signed below.

TOWN OF WISCASSET

MAINE DEPARTMENT OF TRANSPORTATION

By: _____
Don Gerrish/Interim Town Manager

By: _____
Jeffrey Tweedie/Program Manager

(Date Signed)

(Date Signed)

I certify that the signature above is true and accurate. I further certify that the signature, if electronic: (a) is intended to have the same force as a manual signature; (b) is unique to myself; (c) is capable of verification; and (d) is under the sole control of myself.

APPENDIX A
PROJECT SCOPE AND COST SHARING
MAINE DEPARTMENT OF TRANSPORTATION
 MUNICIPAL/STATE AGREEMENT
 Transportation Improvement Project

MUNICIPALITY OF WISCASSET
 PROPOSED IMPROVEMENTS TO ROUTES 1 & 27 INTERSECTION,
 PEDESTRIAN CROSSING AND SIDEWALK

FEDERAL AID PROJECT NO. STP-2052(700)
 STATE PROJECT IDENTIFICATION NUMBER (WIN) 020527.00

Project Scope: New sidewalks in Wiscasset from Lee Street and Bradford Road to existing sidewalk system, and improvements to existing sidewalks. Intersection improvements at Rte 27 and Rte 1 intersection, installation of traffic signals and Pedestrian crossing signals.

Funding Outline: The Total Project Estimated Cost is \$620,000.00, and the Parties agree to share costs through all stages of the Project under the terms outlined below.

Work Element	Municipal Share		State Share		Federal Share		Total Cost		
	%	\$	%	\$	MPO Portion	MaineDOT Portion			
Preliminary Engineering	0	0			80	45,080	20	11,270	56,350
Right of Way	0	0				16,000		4,000	20,000
Construction	0	0				376,120		94,030	470,150
Construction Engineering	0	0				58,800		14,700	73,500
PROJECT SHARES		\$0		\$0		\$496,000		\$124,000	\$620,000
Total Cost of Additional Work Requested by Municipality (Below)	100%								
TOTAL ESTIMATED MUNICIPAL SHARE (Receivable Amount)		\$0							

APPENDIX B
PERPETUAL TRAFFIC SIGNAL OPERATION AND MAINTENANCE

MAINE DEPARTMENT OF TRANSPORTATION
MUNICIPAL/STATE AGREEMENT
Transportation Improvement Project

MUNICIPALITY OF WISCASSET

**PROPOSED IMPROVEMENTS TO RTES 1 & 27 INTERSECTION,
PEDESTRIAN CROSSING AND SIDEWALK**

FEDERAL AID PROJECT NO. STP-2052(700)
STATE PROJECT IDENTIFICATION NUMBER (WIN) 020527.00

- A. The Municipality agrees to operate and maintain the traffic signal to function as designed and installed by the Department, unless approved otherwise as hereinafter provided or as necessary as follows:
1. All malfunctions and deficiencies in the traffic signal or any equipment appurtenant that is not covered by warrantee shall be repaired or corrected expeditiously in accordance with the Institute of Transportation Engineer's (ITE) "Traffic Signal Installation and Maintenance Manual". Any failure to repair or correct the traffic signal to function as designed could, upon written notification from the Department, result in the Department making all necessary repairs at the Municipality's expense.
 2. The visibility of the traffic signal shall be preserved and maintained at all times by removing any visual impairment thereto.
 3. Except in the case of an emergency, no change in operation or modification to the traffic signal or any equipment appurtenant thereto shall be made without the express written approval of the Department.
 4. The Department shall be notified in writing prior to any removal or replacement of the traffic signal or any equipment and appurtenant thereto. Upon removal, such traffic signal or equipment shall be returned to the Department, at no cost to the Department, unless otherwise agreed upon in writing.
- B. The Municipality agrees to be responsible for the electrical service for the traffic signal and agrees to execute any necessary documentation required to establish such service and provide any local permits necessary for the installation of such service.
- C. The Municipality agrees to maintain all pavement markings (including stop bars, lane use arrows and all striping necessary to delineate the turning lane) and all traffic control signs as furnished under the project.

APPENDIX B

Perpetual Bicycle/Pedestrian Facility Maintenance

MAINE DEPARTMENT OF TRANSPORTATION

MUNICIPAL/STATE AGREEMENT

Transportation Improvement Project

MUNICIPALITY OF WISCASSET

**PROPOSED IMPROVEMENTS TO RTES 1 & 27 INTERSECTION, PEDESTRIAN
CROSSING AND SIDEWALK**

FEDERAL AID PROJECT NO. STP-2052(700)

STATE PROJECT IDENTIFICATION NUMBER (WIN) 020527.00

The Municipality will be responsible for year round maintenance of new or replaced/rehabilitated bicycle/pedestrian facilities in such a manner as necessary to preserve the use and function thereof for the expected period of their normal useful life as determined by accepted engineering and/or industry standards. When necessary, the Department reserves the right to undertake maintenance and invoice the municipality.

(Check if applicable)

Additional Work as outlined in Appendix C to this Agreement.

Funding Outline: The Municipality agrees to pay 100% of the costs for the work outlined below.

Additional Work	Cost: 100% Municipal Share
TOTAL COST OF ADDITIONAL WORK REQUESTED BY MUNICIPALITY	\$

Payment:

The Municipality shall submit payment to the Department within 30 days from the invoice date.

1. Prior to award of the contract for Project construction, the Municipality will be invoiced a portion of its share of the cost of the Project. Invoicing will include the following:
 - a. 100% of the local share of the Preliminary Engineering and Right of Way costs; plus
 - b. Fifty percent (50%) of the local share of the Construction and Construction Engineering cost based on the total bid price of the Project; plus
 - c. 100% of all additional work requested by the Municipality (when applicable).
2. Final Voucher Payment to the Contractor. A final bill will be created following the Department's final voucher payment to the Contractor, after all quantities are verified, and any required adjustments have been made. The cost of the work for which the Department will bill the Municipality shall be determined by the contract prices and the completed quantities of the work items or, in the event of termination, the local share of Project development cost to the point of termination as stipulated above. The final invoice will include the Municipality's share of any remaining costs.

Invoicing Schedule: The Municipal Payment Schedule shown below includes estimated invoicing dates based upon the estimated schedule and estimated cost of the Project:

Entity Name	Receivable Amount	Estimated Invoice Date
	\$	
	\$	
	\$	
	\$	