

3a

WISCASSET SELECTBOARD
TAX ASSESSORS AND OVERSEERS OF THE POOR
6 P.M. DECEMBER 19, 2023
IN PERSON AND VIA ZOOM

Preliminary Minutes

Present: James Andretta, Pam Dunning, Terry Heller, Vice Chair Bill Maloney, Chair Sarah Whitfield, and Town Manager Dennis Simmons

The chair called the meeting to order at 6 p.m.

1. Pledge of Allegiance

2. Approval of Treasurer's Warrants

- a. **Pam Dunning moved to approve the payroll warrants of December 8, FY24 and December 15, FY 24. Vote 5-0-0.**
- b. **Terry Heller moved to approve the accounts payable warrants of December 12, FY 24 and December 19, FY 24. Vote 5-0-0.**

3. Approval of Minutes

Terry Heller moved to approve the minutes of December 5, 2023. Vote 5-0-0.

4. Special Presentations or Awards – none

5. Committee Appointments/Resignations – none

6. Public Hearings

a. **Liquor license renewal: Renn Restaurant Group DBA Back River Bistro - Pam Dunning moved to open the public hearing at 6:02 p.m. Vote 5-0-0. There was no discussion. Terry Heller moved to close the public hearing at 6:03 p.m. Vote 5-0-0. Bill Maloney moved to approve the Liquor License for Renn Restaurant Group LLC dba Back River Bistro. Vote 5-0-0.**

7. Public Comment – none

8. Department head or committee chair

- a. Monthly Reports
- b. Financials
- c. HM Payson

9. Unfinished Business

a. Wawenock Block Update: Dennis Simmons reported that there had been an issue with flashing due to the storm and the open windows which reportedly had been boarded up. Other than that, no activity seemed to be taking place.

10. New Business

a. Economic Development Director

Consider approving an Economic Development Committee Directive: Simmons said there had been mixed reactions to the Economic Development Committee Directive which Aaron Chrostowsky had developed. The directive describes the Economic Development Committee as an advisory committee that would recommend short and long term economic and community development goals, policies, and strategies. The committee would focus on the 2008 comprehensive plan. The committee would be made up of no fewer than five members with a background in relevant fields. After discussion, it was recommended that Chrostowsky be chair of the committee. Bill Maloney will be the board liaison. **Bill Maloney moved to go along with the ad hoc committee with Aaron Chrostowsky as chair and with a minimum of five members. Vote 5-0-0.**

b. Annual License for sale of Consumer Fireworks, Big Al's Outlet: Simmons said that the advice of the town attorney and Big Al's attorney were included in the selectmen's packets. Whitfield noted that nothing had changed in the past year. Katie Bryant asked that the following be included in the minutes:

"Big Al's is illegally storing fireworks on JB's Way, which makes the company ineligible for a town license, as we explained in our letter dated 11/28/23 and emailed to the Select Board on 11/30/23.

"We request that Big Al's license application be denied until there is no longer illegal activity at JB's Way, or at least that the issue be tabled until the Law Court's ruling on the 12/7/22 arguments is announced.

"Finally, because I've only taken a minute of your time, I'd like to request an opportunity speak again, or respond with clarifications, if necessary, after further discussion."

Terry Heller moved to approve the annual license for sale of Consumer Fire Works, Big Al's Outlet Inc., DBA Big Al's Fireworks Outlet. Mrs. Bryant was informed that the town's attorney's response was the same as last year and a copy was online. **Vote 5-0-0.**

c. Old Ferry Road Contract: Simmons had contacted contractors who had not returned bids on the contract, and the reasons given included complications with winter work on relocating a bypass. One of the contractors he had contacted, T. Buck Construction in Turner, had expressed interest in the contract contingent on funding. Funds available included \$1.3 million in FEMA funds, \$500,000 from Maine Department of Marine Resources, \$12.5 million from DEP and \$525,000 allocated by the town. Simmons asked the board for approval of his intent to award the contract to T. Buck Construction. **Pam Dunning moved to authorize the Town Manager to issue a notice of intent to award the Ferry Road contract to T. Buck Construction for \$1,861,219 contingent on approval of the Army Corps of Engineers and Maine Emergency Management. Vote 5-0-0.**

d. North Point Fill Area Cleanup Contract – omitted

e. March 5, 2024, town meeting warrant: Simmons said County Planner Emily Rabbe and the ORC had revised the ordinances in line with LD2003, which will appear on the March primary ballot. In the event

the question is voted down, changes could be reworked in time for the question to appear on the Town Meeting warrant in June to meet the state's July 1 deadline for compliance with LD2003. Also included in the revised ordinances are a change to the solar conversion ordinance allowing small solar systems on Route 1 and a change in the retirement for EMS which would match the Police Department's retirement plan and help with recruitment. An additional question would allow the sale of Scout Hall. Bill Maloney asked that Article 6, the sale of Scout Hall, be withdrawn from the ballot and be put on the June ballot. **Bill Maloney moved to approve the Town Warrant as submitted with Article 6 removed. Vote 5-0-0.**

11. Assessors Business – N/A

12. Town Manager's Report

Simmons reported that Bill Maloney, Rob Lalli, Bill Olver, and he had toured the wastewater facility in Oxford. The facility is a Membrane Bioreactor (MBR) system which is part of the biological treatment process and uses microfiltration to separate solids within the biological reactor. It is the first such system in Maine. Simmons said this could be an option for Wiscasset and would appear less intrusive in the area where it is being built.

Simmons has been working with Olver and MEMA for a FEMA scoping grant that will help pay to evaluate alternative systems such as an MBR system, conduct evaluation of environmental attributes, soil conditions, geotechnical evaluations, and other characteristics for feasibility of possible relocation sites, develop engineering reports, complete the environmental review, and applications process.

A budget schedule has been posted, departmental capital requests are being evaluated and Simmons is working on the capital plan.

Simmons recently attended two FEMA courses centered around Building Resilient Infrastructure and Communities (BRIC) and Flood Mitigation Assistance programs.

On December 13, Simmons, Sean Tiney (FAA), Tim LeSage (MDOT) and Dave Nadeau (Stantec) conducted an inspection of the airport runway construction project. A punch list of items still needed is being developed so that the work can be finished, and the grant closed out.

13. Other Board Business

There was a request to obtain an update on the plans for the Pleasant Street extension and to discuss the possibility of electrical vehicle charging stations.

14. Adjournment

Bill Maloney moved to adjourn the meeting at 7:06 p.m. Vote 5-0-0.



4 Blanchard Road, P.O. Box 85A
Cumberland, ME 04021
Tel: 207.829.5016 • Fax: 207.829.5692
info@smemaine.com
smemaine.com

December 20, 2023

10a

Mr. Dennis Simmons
Wiscasset Town Manager
51 Bath Road
Wiscasset, ME 04578

Subject: Acceptance and Contract Conditions
U.S.EPA Brownfield Cleanup Project – Former Mason Station North Point Fill Area
Wiscasset, Maine

Dear Mr. Simmons:

In response to your email request on November 13, 2023, Sevee & Maher Engineers, Inc. (SME) is providing this contract to provide Qualified Environmental Professional (QEP) services in support of your United States Environmental Protection Agency (U.S.EPA)-funded Brownfields Cleanup Program for the Former Mason Station North Point Fill Area in Wiscasset, Maine. Work prepared by SME will incorporate the requirements of the Build America Buy America (BABA) Act and will be performed in accordance with the Terms and Conditions outlined in the Town's Cooperative Agreement with the U.S.EPA (incorporated by reference).

This letter serves as the Contract Agreement between the Town of Wiscasset and SME. SME will conduct the work as described in Attachment 3 and will seek written approval from the Town for any changes in Scope. Costs are based on our Standard Fee Schedule (Attachment 1) and actual time and materials expended. Based on the budget outlined in the Town's Cooperative Agreement with the U.S.EPA, SME will perform QEP services to support this grant for an estimated cost of \$121,000 which will not be exceeded without Wiscasset's authorization.

This Agreement and its terms and conditions are based on our November 1, 2023 proposal to you and will be valid for the term of the U.S.EPA Brownfields grant as outlined in the Cooperative Agreement (July 1, 2023 through September 30, 2027); however, this Agreement may be renewed, extended for an additional period of time, and/or amended at any time, upon written agreement by both parties, hereto.

SME is prepared to start this work immediately upon signature of this Agreement. SME's standard Schedule of Contract Conditions is included as Attachment 2.



Please let me know if you need any additional information.

Sincerely,

SEVEE & MAHER ENGINEERS, INC.

A handwritten signature in black ink, appearing to read "E. Clapp". The signature is fluid and cursive.

Erik M. Clapp, Ph.D., L.G.
President/Principal

ACCEPTED and AGREED TO:

TOWN OF WISCASSET

Signature

Printed Name

Date

- Attachments:
1. Fee Schedule
 2. Schedule of Contract Conditions
 3. Proposal/Scope of Services

ATTACHMENT 1

FEE SCHEDULE



FEE SCHEDULE

PRINCIPAL	\$200/hr
SR. CHEMIST/SR. TOXICOLOGIST	\$225/hr
PROGRAM MANAGER	\$180/hr
PROJECT MANAGER/SR. ENGINEER/SR. GEOLOGIST/SR. SCIENTIST	\$170/hr
ENGINEER/GEOLOGIST/SCIENTIST	\$145/hr
SENIOR FIELD ENGINEER	\$145/hr
FIELD ENGINEER/FIELD GEOLOGIST	\$115/hr
SENIOR TECHNICIAN	\$115/hr
SENIOR CADD	\$105/hr
CADD	\$95/hr
TECHNICIAN	\$95/hr
JUNIOR TECHNICIAN	\$65/hr
ADMINISTRATIVE SUPPORT	\$65/hr
COMMUNICATIONS	3% of labor
COMPANY VEHICLE USE	\$0.75/mi
PERSONAL VEHICLE USE	IRS Prevailing Rate
SUBCONTRACTORS	Cost + 15%
PERMIT/APPLICATION FEES	Cost + 10%
DIRECT EXPENSES	Cost + 10%

Invoices will be submitted every 30 days. Payment shall be made to Sevee & Maher Engineers within 30 days of receipt of invoice. A 1.5% finance charge will be assessed on all past due invoices.

ATTACHMENT 2

SCHEDULE OF CONTRACT CONDITIONS

Schedule of Contract Conditions

Scope of Services

Sevee & Maher Engineers, Inc. (SME) shall perform, on behalf of the Town of Wiscasset (the Client) the professional services designated and described in Attachment 3, primarily related to conducting Brownfields, environmental, and engineering tasks as part of Client's current or future Brownfields Assessment, Clean-up, and/or Revolving Loan Fund Programs. Additional tasks for environmental and/or engineering professional services may be performed under this Agreement as they may arise or as requested by the Client. All work performed will be at the request and discretion of the Client.

Ownership of Documents

All documents, including reports, inventories, community outreach materials, drawings, specifications, estimates, field notes, and other data, prepared or furnished under the Scope of Services described in Attachment 3, are instruments of service in respect to the Project. Federal funding requires that such documents are considered public documents, and therefore may be distributed, copied, or replicated without notice; however, such documents are not intended or represented to be suitable for additions, extensions, or completion of the Project by another engineer or QEP, use on any other project or use by anyone other than the client. Any reuse without written verification or adaptation by SME for the specific purpose intended is at Client's sole risk and without liability or legal exposure to SME or their independent contractors or consultants.

Opinions of Cost

In providing estimates of probable construction cost, the Client understands that SME has no control over the cost or availability of labor, equipment, or materials, or over market conditions or the Contractor's method of pricing, and that SME's estimates of probable construction costs are made on the basis of SME's professional judgment and experience. SME makes no warranty, expressed or implied, that the bids or the negotiated cost of the Work will not vary from SME's estimate of probable construction cost.

Health and Safety

SME shall be responsible for, and its employees shall follow, health and safety precautions which meet federal, state, and local standards, statues, and regulations. SME shall not specify construction procedures, manage or supervise construction, or implement or be responsible for health and safety procedures for other than its own employees or subconsultants. SME shall not share any responsibility for the acts, errors, or omissions of its subconsultants or other parties on the Project nor have control or change of, or be responsible for, construction means, methods, techniques, sequences, or procedures, or for safety precautions and programs.

SME observation and testing of portions of the work of other parties on the Project shall not relieve such other parties from their responsibilities for performing their work in accordance with applicable health and safety requirements.

Risk Allocation

The Client hereby agrees to limit SME's total liability for any claims or damages of any nature whatsoever to a maximum amount equal to the total compensation received by SME under this agreement.

SME observation and testing of portions of the work of other parties on the Project shall not relieve other parties from their responsibilities for performing their work in accordance with applicable plans, and specifications.

Indemnification

Client agrees to defend, indemnify, and hold SME harmless from any and all claims, liabilities, fines, administrative penalties, or other costs, including court costs and attorney's fees, by any third parties arising out of or relating to health and safety procedures for other than its own employees or subconsultants, or arising out of or related to the acts, errors, or omissions of contractors, subcontractors, independent consultants, subconsultants, or other parties on the Project.

Project Suspension/Abandonment

If the Project is suspended or abandoned in whole or in part for more than three months, SME will be compensated for all services performed prior to receipt of written notice from the Client of such suspension or abandonment, together with payment of reimbursable expenses then due. If the Project is resumed after being suspended for more than three months, SME's compensation shall be equitably adjusted.

Dispute Resolution

In an effort to resolve any conflicts that arise during the design and construction of the Project or following the completion of the Project, the Client and SME agree that all disputes between them arising out of or relating to this Agreement or the Project shall be submitted to nonbinding mediation.

The Client and SME further agree to include a similar mediation provision in all agreements with independent contractors and consultants retained for the Project and to require all independent contractors and consultants also to include a similar mediation provision in all agreements with their subcontractors, subconsultants, suppliers and fabricators, thereby providing for mediation as the primary method for dispute resolution among the parties to all those agreements.

Compliance with Applicable Law

The Consultant shall exercise usual and customary professional care in its efforts to comply with applicable laws, codes, and regulations in effect as of the date of the letter proposal. Design changes made necessary by newly enacted laws, codes and regulations after this date shall entitle the Consultant to a reasonable adjustment in the schedule and additional compensation in accordance with the Additional Services provisions of this Agreement.

Payment(s) for Services Rendered

Each invoice, upon submittal, is due and payable by Client. Invoices are past due after 30 days unless other payment terms have been agreed upon. Past due amounts are subject to a charge on the outstanding balance of the lesser of one and one-half percent per month or part thereof (18 percent per annum) or the maximum permissible by law. Client agrees to pay SME's attorney's fees, interest, and all other costs incurred in collecting past due amounts. Unless otherwise agreed, SME shall be paid in full at the contract rates for any additional services performed at Client's request more than those stated in this Agreement. The Client's obligation to pay for the Services contracted for is in no way dependent upon the Client's ability to obtain financing, payment from third parties, approval of governmental or regulatory agencies, or upon the Client's successful completion of a project. The Client shall remain obligated to pay SME for the services even though the test results or report produced by SME may contain conclusions unfavorable to the Client's interests.

ATTACHMENT 3

PROPOSAL/SCOPE OF SERVICES

GENERAL SCOPE OF WORK

SME will primarily conduct Brownfields QEP services, Cooperative Agreement (CA) oversight, and other general environmental, engineering, and/or programmatic support activities as assigned by the Town of Wiscasset (Client) or as needed to support the Client's current or future Brownfields Assessment, Cleanup, and/or Revolving Loan Fund (RLF) programs.

Task 1 - Cooperative Agreement Oversight and Programmatic Tasks

SME will prepare progress reports; prepare and submit quarterly reports; complete Minority Business Enterprises/Women Business Enterprises (MBE/WBE) and Financial Status Report (FSR) forms; enter site data into the U.S.EPA's Assessment, Cleanup, and Redevelopment Exchange System (ACRES) on-line database; prepare final reports and grant closeout materials; maintain duplicate project files, related documents, and transactions of all U.S. EPA Cooperative Agreement Requirements (administrative and programmatic) including grant files, site project files, and financial records for the project; and will comply with all applicable federal regulations regarding the U.S.EPA Brownfields Programs, based on direction from the Town, Maine Department of Environmental Protection (MEDEP), and U.S. EPA. SME, in the performance of this work, is bound to the terms and conditions of the CA governing the expenditure of U.S. EPA grant funds (CA incorporated to this Contract via reference).

Task 2 - Finalize ABCA/RAP

SME will prepare a final ABCA/RAP for the Site based on revised MEDEP Remedial Action Guidelines (updated in November of 2023), comments from the Town of Wiscasset, MEDEP, U.S. EPA, and any comments received during the proposed 30-day public comment period discussed below. To satisfy U.S. EPA requirements, each alternative is evaluated based on feasibility, effectiveness, cost, schedule, ability to meet the overall cleanup goal (protection of human health and the environment), and resilience to climate change conditions (climate vulnerability and adaptation considerations). We will also refine anticipated engineering cost estimates, budgets, and schedules for the cleanup activities, based on the selected remedial alternative. The final risk based ABCA/RAP will be reviewed and approved by a Maine Licensed Professional Engineer prior to final submission to the Town, MEDEP, and U.S. EPA.

Task 3 – Community Outreach and Community Engagement Plan

SME will develop a Community Involvement Plan (CIP) and will work with the Town of Wiscasset to keep the public informed and invested in the cleanup and ultimate redevelopment of the Site. We will facilitate and attend one public meeting (as required by the grant) and develop a written summary that can be distributed to the public that explains the remediation process, cleanup alternatives, and redevelopment plans. We have assumed that the Town of Wiscasset will advertise and provide a location for the public meetings. The public meetings will be attended by the Project Manager.

Prior to completion of the final ABCA/RAP, SME and the Town will advertise a 30-day public comment period in the Wiscasset News and on the Town website. A copy of the ABCA/RAP will be placed in the information repository at the Town offices and be made available for public review during this period. A public meeting will be held during this 30-day comment period in order to provide the public with information on the proposed remedial action plan, answer questions, and receive comments on the draft ABCA/RAP. Comments and questions from the public will be received and, if applicable, incorporated into the final ABCA/RAP.

Task 4 - Site Specific Quality Assurance Project Plan (SSQAPP)

Upon completion of the remedial activities at the Site, confirmatory sampling may be necessary to determine that the remedial measures adequately mitigated the environmental concerns at the Site. SME

will develop a sampling plan/SSQAPP, in accordance with MEDEP and U.S. EPA regulations. A draft version of the SSQAPP will be submitted to the Town, the MEDEP, and the U.S. EPA for review. Comments will be incorporated into the final SSQAPP.

Task 5 – Development of Cleanup Plans and Specifications

SME will conduct final cleanup design and develop a complete bidding package for the procurement of the cleanup contractor. This bid package will include our remediation design, details, bid specifications, Davis-Bacon requirements, Green Remediation principles and goals, requirements of the Build America Buy America (BABA) Act, and detailed information on specified materials and products. A draft version of the design will be submitted to the Town and MEDEP for review and comment prior to its finalization and distribution to the potential contractors.

Task 6 – Permitting

SME will assist the Town obtain any permits necessary to execute the proposed remedial design. Until the ABCA is complete, the exact extent of permitting requirements is unknown; however, it may be necessary to obtain a MEDEP Natural Resources Protection Act (NRPA) permit or perform an Army Corps of Engineers Pre-Construction Notification review due to the project's impacts along the shoreline.

Task 7 - Bidding Phase Services

SME will work with the Town through the process of soliciting bids, reviewing bids, making appropriate recommendations to the Town with regards to the bids, selecting the contractor, and executing the necessary contract documents. This will include preparing the advertisement for bids to be placed in a local paper, sending out the advertisement to a list of reputable environmental contractors, and placed online in the Maine APEX Accelerator (formerly the Maine Procurement Technical Assistance Center); answering questions and issuing addenda during the bid process; facilitating and attending a pre-bid meeting at the Site for prospective contractors; review of submitted bids, including checking references and insurances; contractor recommendation; and assistance with contract procurement. All contractors and subcontractors selected as part of this project will acknowledge and agree to the terms provided in the Davis-Bacon and Related Acts (DBRA) Requirements for Contractors and Subcontractors Under EPA Grants.”

Task 8 - Construction Phase Services

Once a Contractor has been selected, SME will oversee the cleanup activities, conduct site inspections, and perform confirmatory sampling, as necessary. SME will perform construction observation to monitor the cleanup contractor and document that work is conducted in accordance with the design plans and applicable regulations and requirements; measure quantities; coordinate onsite sub-contractors; and monitor the project budget and schedule. Our field engineer will be in frequent contact with our Project Manager, to address in a timely manner any problems or issues that arise during construction. Digital photographs will be taken, and detailed records will be maintained of the work completed, a description of any issues that arise, and a discussion of decisions that have been made. The field engineer will also review submittals, review contractor pay requisitions, and document activities onsite to support VRAP and Brownfields closure reporting requirements. During this period, SME will also interview workers relative to Davis-Bacon requirements. This will involve reviewing appropriate wage rates, the presence of posters and signage at the Site during construction; reviewing weekly certified payrolls; conducting infield wage rate interviews of Site workers; reviewing pay applications; and completing Davis-Bacon compliance forms.

SME will provide weekly updates to the Town to report project progress. These updates may be done via telephone or email, as practical. An on-Site pre-construction meeting will be held with the Town, selected

Contractor, and MEDEP. For the duration of the project, SME will be available to provide input and advice to the Town on Brownfields matters as they arise and at key milestones throughout the project. SME will also work with the Town to determine goals and performance measures to evaluate the performance of this cleanup project.

SME will perform confirmatory sampling as outlined in the SSQAPP (see task 4, above) to confirm that remedial actions have adequately abated onsite contamination. The exact scope and frequency of confirmatory sampling will be dependent on the selected remedial measures and will be outlined in the SSQAPP and approved by the MEDEP and U.S. EPA prior to start of construction. Results from this sampling will be incorporated into the final closure report (see task 9, below)

Task 9 – Post-Remediation Project Closure and Reporting

SME will prepare MEDEP and U.S. EPA required grant completion/closeout documents, financial documentation, and other required documentation including assistance in the preparation of a Uniform Environmental Covenant (UECA), if needed, to obtain a MEDEP VRAP Certificate of Completion. Following the MEDEP's review and approval of the completion/closure reports, and provided that the remedial actions have been completed to the satisfaction of the MEDEP, the MEDEP will issue a Certificate of Completion to the Town, indicating that Wiscasset, and their respective successors and/or assigns, will be granted the liability protection for the Site under the VRAP, as provided by the State of Maine under 38 MRSA §343E (I).

Other Services

Other services required under this contract may include professional engineering design and consulting services for non-project areas, hydrogeological and geophysical services, reuse and/or redevelopment planning, general Brownfield (assessment, cleanup, and/or RLF) support and guidance, as well as any other tasks needed or requested by the Client. SME will hire and supervise subcontractors as necessary to complete any Brownfields activities. If funded by U.S.EPA Brownfields funding, other services will be subject to review and approval by the U.S.EPA and must be determined both eligible and allowable under the grant's workplan and terms and conditions.

10b



Huntoon Hill Grange #398
11 Huntoon Hill Road
Wiscasset, Maine 04578

Mailing Address: 11 Huntoon Hill Road, Wiscasset, ME 04578

Contact: Sharon Morton, Secretary
P.O. Box 191, Windsor, ME 04363
207-485-6197

December 4, 2023

Town of Wiscasset
83 Federal Street
Wiscasset, ME 04578

RE: Letter of Blanket Approval

To the Board of Selectmen:

Huntoon Hill Grange #398, 11 Huntoon Hill Road, is requesting that the Board of Selectmen of the Town of Wiscasset issue a letter of blanket approval to operate Beano/Bingo and Games of Chance, consisting of Sealed Tickets, for the year of 2024.

Sincerely,
Sharon Morton
Sharon Morton, Secretary
Huntoon Hill Grange #398