



JANUARY 19, 2016
TUESDAY
6:30 P.M.

CITY OF OLD TOWN FINANCE COMMITTEE AGENDA

City Hall-Council Chambers, 2nd Floor
265 Main Street-Old Town, ME

1. **Call to Order** (Please silence or turn off cell phones)

2. **Pollution Control Polymer System**

Superintendent David Smith received 2 bids for to replace their Polymer System. Part of the system that they use has failed and replacement parts are unavailable. One bid is from Poly Blend in the amount of \$10,755 and the other from Dyna Blend in the amount of \$13,000. The Sewer Advisory Board approved this replacement at their December 11, 2015 meeting. Superintendent Smith is looking for a recommendation to the full Council to accept the bid from Poly Blend in the amount of \$10,755.

3. **MDOT-Traffic Light placement**

The Maine Department of Transportation wants to install a red and yellow blinking Traffic light at the intersection of Brunswick and Center Streets. The MDOT will fund the cost of the installation at a total estimated cost of \$20,000. The City's responsibility will be to fund the operations, maintenance and any necessary repairs once installed.

4. **Animal Control Agreement-Penobscot County**

The Animal Control Agreement with Penobscot County is due for renewal. The cost for this service has increased from \$2,704.20 to \$4,800.00. The increase is due to additional calls that were received last year over and above the yearly stipend of \$2,704.20. Police Chief Scott Wilcox is looking for a recommendation to the full Council to enter into an Agreement with Penobscot County for Animal Control Services in the amount of \$4,800.00 for 2016.

5. **Public Works-Plow Truck**

Director John Rouleau received 2 bids for a Plow Truck Chassis. Freightliner of Maine submitted a bid of \$61,318 w/trade-in but it did not meet the bid specs. Daigle & Houghton submitted a bid of \$76,550 w/trade-in and meets all the bid specs. Director Rouleau is looking for a recommendation to the full Council to accept the bid from Daigle & Houghton in the amount of \$76,550.

6. **Public Works-Side Dump Body & Plow**

Director John Rouleau received 2 bids for the side dump body & plow that goes with the Plow Truck Chassis. HP Fairfield submitted a bid of \$69,632 and Viking Civies submitted a bid of \$65,705. Director Rouleau is looking for a recommendation to the full Council to accept the low bid from Viking Civies in the amount of \$65,705.

7. **Public Works-Vacuum Sweeper truck**

Director John Rouleau received 3 bids for a new vacuum sweeper truck. CN Wood submitted a bid of \$267,500 w/trade-in; HP Fairfield submitted bid of \$216,055 w/trade-in but did not meet the bid specs and Viking Civies submitted a bid of \$249,725 w/trade-in. Director Rouleau is looking for a recommendation to the full Council to accept the low bid from Viking Civies in the amount of \$249,725 w/trade-in for the purchase of a new vacuum sweeper truck.

8. **Island purchase request**

The City has received an offer from Thornton Construction to purchase Edging and Drift Island, located on Tax Map 25, lot 250 in the amount \$10,000.00.

9. **Adjournment**

FUTURE AGENDA ITEMS

Heavy Equipment Replacement Capital Account Discussion

Public Safety, Library,

UDAG Loan Discussion

Foreclosures

IT-Phones, Upgrade, IT Staffing

Legislative Affairs

RSU #34 Update

Note: The Finance Committee is composed of Councilors McLeod (Chair), May, Nuttall and Council President Mahan.

Memo

To: Finance Committee
From: David Smith
cc:
January 5, 2016
Re: Polymer System Bids

The Pollution Control Facility is requesting the Finance Committee's approval to replace their Polymer system. Part of the system that they use has failed and replacement parts are unavailable. The Sewer Advisory Board has approved this replacement during their December 11, 2015 meeting. Two bids have been submitted. Poly Blend's quote is \$10,755 and Dyna Blend's quote is \$13,000. The Pollution Control Facility is recommending the Poly Blend System for \$10,755.

Sincerely,

David Smith

Pollution Control



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

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

PROPOSED IMPROVEMENTS TO ROUTE 2A/BRUNSWICK/INTERSECTION

<i>(MaineDOT Use Only)</i>	
Project Location: <u>OLD TOWN</u>	Estimated Municipal Share: <u>\$0.00</u>
State WIN #: <u>020217.00</u>	Vendor Customer #: <u>OLD TOWN</u>
Federal Aid Project #: <u>STP-2021(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 "MaineDOT") and the Municipality of Old Town, a municipal corporation located in the County of Penobscot (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 Route 2A/Brunswick/Intersection, in Old Town, 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 – Perpetual Landscape Maintenance
- Appendix B – Perpetual Lighting/Flashing Beacon Operation and Maintenance
- Appendix B – Perpetual Traffic Signal Operation and Maintenance
- Appendix B – Perpetual Bridge Lighting/Approach Lighting Maintenance & Snow Plowing
- Appendix C – Additional work requested by Municipality

- A. MaineDOT agrees to procure and administer a contract to construct the Project in accordance with the plans and specifications developed by MaineDOT 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. MaineDOT shall be the sole administrator of this contract. MaineDOT will pay all project costs, subject to cost sharing by the Municipality, when applicable, as specified in this agreement. Neither MaineDOT nor its contractors will be required to pay for inspections and permits from the Municipality.
- C. MaineDOT reserves the right to terminate the Project for any reason prior to the award of a contract to construct the Project. MaineDOT 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, MaineDOT 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, MaineDOT will submit the information to the Municipality, who will have up to five (5) business days to review the information and notify MaineDOT of any questions or concerns. If MaineDOT 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 MaineDOT.
- 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 MaineDOT. 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 MaineDOT's contractor to control all traffic through the work areas in accordance with the Traffic Control Plan approved by MaineDOT. 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 MaineDOT, 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 MaineDOT 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 MaineDOT'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 MaineDOT 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. MaineDOT shall have all of its common law, equitable and statutory rights of set-off. These rights shall include, but not be limited to MaineDOT'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 MaineDOT, 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 MaineDOT, 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. MaineDOT 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

MaineDOT 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 MaineDOT.

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 MaineDOT 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 MaineDOT.

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

MUNICIPALITY OF OLD TOWN

MAINE DEPARTMENT OF TRANSPORTATION

By: _____
William Mayo, City Manager

By: _____
*Dale Doughty, Director of Maintenance
& Operations*

(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 OLD TOWN

PROPOSED IMPROVEMENTS TO Intersection at Route 2A and Brunswick St.

FEDERAL AID PROJECT NO. STP-2021(700)
STATE PROJECT IDENTIFICATION NUMBER (WIN) 20217.00

Project Scope: Install dual 12 inch overhead LED flashing beacons.

Funding Outline: The Total Project Estimated Cost is \$ 20,000.00 , and the Parties agree to share costs through all stages of the Project under the terms outlined below.

Work Element	Municipal Share		Project Share			Total Cost
	%	\$	Select	Portion	MaineDOT (State) Portion	
Preliminary Engineering	0.0%	\$ -	0.0%	\$ -	0.0%	\$ -
Right of Way	0.0%	\$ -	0.0%	\$ -	0.0%	\$ -
Construction	0.0%	\$ -	0.0%	\$ -	100.0%	\$ 20,000.00
Construction Engineering	0.0%	\$ -	0.0%	\$ -	0.0%	\$ -
PROJECT SHARES		\$ -		\$ -		\$ 20,000.00
Total Cost of Additional Work Requested by Municipality (Below)	100.0%	\$ -				
TOTAL ESTIMATED MUNICIPAL SHARE (Receivable Amount)		\$ -				

(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
TYPE OF WORK		\$ -
TYPE OF WORK		\$ -
TYPE OF WORK		\$ -
TOTAL COST OF ADDITIONAL WORK REQUESTED BY MUNICIPALITY		\$ -

Payment:

The Municipality shall submit payment to MaineDOT 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.

2. Final Voucher Payment to the Contractor. A final bill will be created following MaineDOT'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 MaineDOT 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:

Municipality Name	Receivable Amount	Estimated Invoice Date
INSERT MUNICIPALITY NAME	\$0.00	
INSERT MUNICIPALITY NAME	\$0.00	
INSERT MUNICIPALITY NAME	\$0.00	
Total Receivable Amount:	\$0.00	

APPENDIX B
**PERPETUAL LIGHTING/FLASHING BEACON OPERATION
AND MAINTENANCE**

MAINE DEPARTMENT OF TRANSPORTATION
MUNICIPAL/STATE AGREEMENT
Transportation Improvement Project
MUNICIPALITY OF OLD TOWN

PROPOSED IMPROVEMENTS TO ROUTE 2A/BRUNSWICK/INTERSECTION

FEDERAL AID PROJECT NO. STP-2021(700)

STATE PROJECT IDENTIFICATION NUMBER (WIN) 020217.00

- A.** The Municipality agrees to operate and maintain the flashing beacon installed under the Project in such a manner as is necessary to preserve the use and function thereof as designed and intended by the Project as follows:
1. The Municipality shall repair or correct all malfunctions and deficiencies in the flashing beacon expeditiously. Any failure to correct the flashing beacon to function as designed could, upon written notification from MaineDOT, result in MaineDOT making all necessary repairs at the Municipality's expense.
 2. The Municipality agrees to be responsible for electrical service for the flashing beacon and agrees to execute any necessary documentation required to establish such service and provide any local permits necessary for installation of such service.
 3. The Municipality shall preserve and maintain the visibility of the flashing beacon at all times by removing all visual impairments thereto.
 4. The Municipality shall make no operational changes or modifications to the flashing beacon without the express written approval of MaineDOT.
 5. The Municipality shall notify MaineDOT in writing prior to any removal or replacement of the flashing beacon.
 6. The Municipality shall maintain all signs and striping necessary or incidental to the operation of the flashing beacon as furnished and installed under the Project.
 7. The Municipality agrees to maintain the beacon with equipment technology equal to or greater than what has been installed.
- B.** The Municipality shall implement a Traffic Control Plan in compliance with the Manual on Uniform Traffic Control Devices (MUTCD) including a provision for Municipality employees and/or contractors entering the State's right-of-way for long-term maintenance.

ANIMAL CONTROL AGREEMENT

This Agreement is made this _____ day of January, 2016 by and between the City of Old Town, a political subdivision of the state of Maine located in Penobscot County (hereinafter referred to as the “Town”) and **PENOBSCOT COUNTY**, a body politic within the State of Maine, having its principal office located in Bangor (hereinafter referred to as the “County”).

1. **Term:** The term of this contract shall commence on January 16, 2016, and end on January 15, 2017.

2. **Scope of Services:** The County agrees to provide animal control services for purposes of MRSA Title 7, Chapter 725 to the Town through a Regional Animal Control Officer (“ACO”) employed by the County. Such services include, but are not necessarily limited to:
 - a. Responding to domesticated animal complaints;

 - b. Control of dogs running at large;

 - c. Enforcement of rabies vaccination requirements and procedures to prevent the spread of rabies;

 - d. Providing medical care to injured animals;

 - e. Enforcement of municipal animal ordinances;

 - f. Remediation of animal trespass situations; and

 - g. Initial investigation of animal cruelty complaints (State Animal Welfare will be brought in if animal cruelty complaints are founded and require further attention).

3. **Response Times:** The ACO will be dispatched by the Penobscot Regional Communications Center and will be expected to respond to all calls within 24 hours. In addition, the ACO will respond to urgent or emergency calls as soon as possible. The ACO will immediately notify the Town of unusual situations such as dog bites, summonses, cruelty investigations, seizures and rabies cases.

4. **Record Keeping:** The ACO will keep detailed records of all calls relating to the Town, which records will be provided to the Town on a monthly basis. The call records will contain the following information: date of call, town name, physical address, the nature of the call, total call time, and total mileage.
5. **Inoculations:** The City agrees to share equally in the cost of rabies inoculations that may be required due to the performance of this contract.
6. **Training & Certification:** The ACO will be trained and certified as required under 7 MRSA § 3906-B(4).
7. **Town Responsibilities:** The Town shall:
 - a. Appoint the ACO as the Town's ACO;
 - b. Maintain a contract with an approved shelter as required by 7 M.R.S. §3949;
 - c. Remain in good standing with veterinarian clinics used for animal control related services;
 - d. Provide information related to registration of animals to the ACO;
 - e. Provide to the ACO copies of ordinances related to domesticated animals specific to the Town; and
 - f. Direct all animal control complaints to the ACO through the Penobscot County Regional Communications Center for relay to the ACO.
8. **Compensation:**

- a. Base Charge. The Town agrees to pay the County FOUR-THOUSAND, EIGHT-HUNDRED, DOLLARS AND NO CENTS (\$4,800.00) for the term of this contract. This base charges covers up to 195 hours of ACO time and travel.

The County will invoice the Base Charge to the Town in quarterly installments of ONE-THOUSAND, TWO-HUNDRED, DOLLARS AND NO CENTS (\$1,200.00) beginning April 16, 2016.

- b. Surcharge. In addition to the Base Charge, the County will charge the Town THIRTEEN DOLLARS (\$13.00) per hour and FIFTY CENTS (\$.50) per mile that the ACO spends responding to calls for the Town in excess of 195 hours.
 - c. Payment is due within thirty (30) days of receipt of the invoice. The County may charge interest on any unpaid balance after forty-five (45) days from the date of the invoice.
9. **Termination:** Either party may terminate this agreement for no cause upon thirty (30) days written notice.
10. **Indemnification and Hold Harmless:** The Town hereby agrees to indemnify, save harmless and defend the Penobscot County together with any officers, officials, managers, supervisory employees, as well as their agents, persons acting in their interests, predecessors, successors, subsidiaries, affiliates, attorneys, insurers and assigns, and any related or affiliated entity, from and against any and all liabilities, claims, penalties, forfeitures, suits and costs and expenses incident thereto on account of or in any way arising out of this Agreement.
11. **Governing Law:** This Agreement has been executed and delivered in Maine and its interpretation, validity and performance shall be construed in conformance with the laws of Maine.
12. **Entire Agreement:** This Agreement contains the entire agreement between the County and Town with respect to this subject matter.

IN WITNESS WHEREOF, the parties hereunder duly authorized have executed and delivered this agreement.

**PENOBSCOT COUNTY
COMMISSIONERS**

Date

Peter K. Baldacci
It's Chairman

Laura Sanborn

Thomas J. Davis, Jr.

CITY OF OLD TOWN

Date

William Mayo
It's: City Manager

157-1-11-16

PLOW TRUCK CHASSIS BID

due 1/11/16

10:00 A.M.

Old Town City Hall

Name: *Ferguson & Munn* Bid: *101,318*

Notes: *40,000 >*
61,318

Recorded by:

Name: *Ferguson & Munn* Bid:

Notes:

Recorded by:

Name: *Dagle & Houghton* Bid: *103,475*

Notes: *WSTAN* *32,000 >* *TWAIN*
STAN *71,475⁰⁰*

NTL *108,550*
< 32,000 > *TWAIN*
76,550

Recorded by:

152-1-11-16

SIDE DUMP BODY & PLOW BID

due 1/11/16
10:00 A.M.
Old Town City Hall

Name: *HP Fainton*

Bid: *69,632.⁰⁰*

Notes:

Recorded by:

Name: *Viking CWS*

Bid: *65,705.⁰⁰*

Notes:

Recorded by:

Name:

Bid:

Notes:

Recorded by:

153-1-11-16

VACUUM SWEEPER BID

due 1/11/16

10:00 A.M.

Old Town City Hall

Name: CN Wood

Bid: 280,000

Notes:

<12,500 TRADE
267,500

Recorded by:

Name: HP Faintly

Bid:

219,535

Notes:

<3500

216,035

Recorded by:

Name: VIKING CURBS

Bid:

253,225

Notes:

<3500

249,725

Recorded by:

THORNTON INCORPORATED CONSTRUCTION

Po Box 529 Milford, Maine 04461 Office: 207-827-0352 Fax: 207-827-0532

To Whom It May Concern,

I am interested in purchasing Edging and Drift Island, map 25 lot 250. I would like to make an offer of \$10,000 to purchase the Island from the City of Old Town. Please contact me at the number listed below if you would be interested in selling this island. Thank you for your consideration and I look forward to hearing from you soon.

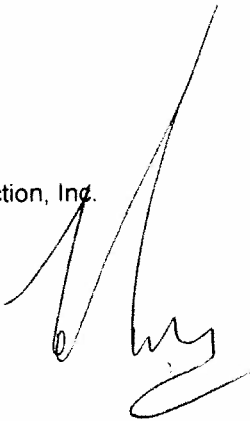
Sincerely,

Mike Thornton

Thornton Construction, Inc.

President

207-949-1344

A handwritten signature in black ink, appearing to read 'Mike Thornton', is written over the typed name and title. The signature is fluid and cursive, with a long, sweeping line extending upwards from the top of the 'M'.