



SEPTEMBER 19, 2016
MONDAY
6:30 P.M.

**CITY OF OLD TOWN
ADMINISTRATIVE SERVICES 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) SP@6:30 pm

2. **Property at the former Great Works Dam**

The Penobscot River Restoration has offered a parcel of land to the City.

3. **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 Peterson (Chair), McLeod, Nuttall and Council President Mahan.



QUITCLAIM DEED WITH COVENANT

KNOW ALL BY THESE PRESENTS, that **PENOBSCOT RIVER RESTORATION TRUST**, a Maine nonprofit corporation (“Grantor”), for consideration given, GRANTS to the **THE TOWN OF OLD TOWN** (“Grantee”), with QUITCLAIM COVENANTS, certain lots or parcels of land, located in the Town of Old Town, Penobscot County, Maine, more particularly described as follows:

See Exhibit A attached hereto and incorporated herein (the “Property”).

EXCEPTING FROM THIS CONVEYANCE, the land previously conveyed by PPL Great Works, LLC to Oscar Emerson et al by deed acknowledged on May 21, 2002 and recorded in the Penobscot County Registry of Deeds in Book 8211, Page 1, as referenced in a deed from PPL Great Works, LLC to Penobscot River Restoration Trust dated December 17, 2010 and recorded in Penobscot County Registry of Deeds in Book 12353, Page 278.

SUBJECT TO those reservations, rights, easements, covenants conditions, agreements, carve-outs and limitations on title set forth in (i) a deed from Fort James Operating Company to PP&L Great Works, LLC dated February 25, 2000 and recorded in the Penobscot County Registry of Deeds in Book 7302, Page 102 (the “PP&L Deed”) and (ii) contained in that certain Reciprocal Easement Agreement between Fort James Operation Company and PP&L Great Works, LLC, dated February 28, 2000 recorded in the Penobscot County Registry of Deeds in Book 7302, Page 114, as amended. Reference is made to a certain Assignment and Assumption Agreement by and between PPL Great Works, LLC and Penobscot River Restoration Trust on or near December 17, 2010.

SUBJECT TO a Maine Waterway Development and Conservation Act permit issued by the Maine Department of Environmental Protection (“MEDEP”) and dated July 15, 2010 (the “Permit”), which pursuant to Condition #20 of the Permit, and as required by the Penobscot River Restoration Trust, the Property may not be utilized, in any way, for hydropower development.

DEED RESTRICTION: The Property must be retained in perpetuity for the benefit of the public for recreational, scientific, and educational uses, and shall not be used for commercial, industrial, or residential development; provided, however, that Grantee may charge a reasonable fee for use of the Property in order to offset maintenance and other costs associated with providing public access.

NOAA RESTRICTION: This property was acquired by the Penobscot River Restoration Trust with funds from a financial assistance award from the National Oceanic and Atmospheric Administration (NOAA). Title to the property conveyed by this deed previously vested in the Penobscot River Restoration Trust. If the property is no longer needed for the originally authorized purpose, the Penobscot River Restoration Trust or its successor will request

disposition instructions from NOAA or its successor agencies. The Penobscot River Restoration Trust or its successor shall not dispose of or encumber its title or other interests in this property without the approval of NOAA or its successor agencies.

The Property is further conveyed subject to and with the benefits of all rights, privileges, easements, conditions, covenants, reservations, restrictions set forth in record title to said property, insofar as such rights may be in force and effect.

MEANING AND INTENDING to convey a portion of the property conveyed to the Penobscot River Restoration Trust by PPL Great Works, LLC in a Quitclaim Deed with Covenant dated December 17, 2010 and recorded in Penobscot County Registry of Deeds in Book 12353, Page 278.

Grantee by acceptance of this deed understands and acknowledges that the real estate interests herein conveyed vary amongst fee, easement and other rights.

WITNESS my hand this ___ day of September, 2016.

Penobscot River Restoration Trust

Witness

By: _____
Name: _____
Title: _____

State of Maine
County of Penobscot, ss:

September __, 2016

Personally appeared the above named _____,
_____ of the Penobscot River Restoration Trust, and acknowledged the foregoing instrument to be her/his free act and deed and the free act and deed of said Penobscot River Restoration Trust.

Before me,

Notary Public/ Attorney at Law
Name: _____
Commission Expires: _____

Exhibit A
[Legal Description]

PARCEL ONE

A certain parcel of land in the State of Maine, County of Penobscot, City of Old Town, shown as the upland portion of Parcel One on a plan by James W. Sewall Company entitled "ALTA/ACSM Land Title Survey Showing the Lands of Fort James Operating Company to be Conveyed in Milford, Bradley & Old Town, Maine, Penobscot County," Sheets 1 and 2 of 2, Drawing Numbers P63-03.01 and P63-03.02 dated 9 November 1999, recorded in the Penobscot County Registry of Deeds in Plan Files 2000-10 and 2000-11, more particularly bounded and described as follows:

Beginning at a rebar set near the southeasterly corner of the high voltage substation facility at the Fort James Mill; thence running

N 08° 47' 32" W 100.23 feet to a rebar set; thence turning and running

N 82° 16' 33" E 24.76 feet to a rebar set; thence running

N 82° 16' 33" E approximately 10 feet to a point on the westerly bank of the Penobscot River; thence turning and running

Southerly along the westerly bank of the Penobscot River to a point on the exterior face of the northwesterly wall of Grantor's Building No. 62D, said building being a brick building adjacent to the Power House; thence turning and running

S 33° 29' 37" W approximately 19.7 feet to a point, being a point on the face of Grantor's Building No. 62D, said course being generally along the exterior face of the northwesterly wall of Grantor's Building No. 62D; thence turning and running

S 85° 49' 04" W 64.51 feet to a rebar set, said course being generally along the northerly face of a concrete retaining wall; thence turning and running

N 49° 58' 02" W 45.08 feet to the point of beginning.

Said parcel containing an upland area of approximately 10,300 square feet or 0.2 acres.

All rebars set are 3/4-inch iron rods with alloy caps stamped "J. W. Sewall Co., PLS 2272, Boundary."

Meaning and intending to describe a portion of Lot 1, Parcel A as described in deed from James River-Groveton, Inc. to James River-Norwalk, Inc., dated December 29, 1983, and recorded in the Penobscot County Registry of Deeds in Book 3481, Page 339.

In addition to the above-described upland, Parcel One also includes the Power House and the portion of the Great Works Dam (and associated fish passage facilities) located in Old Town, Penobscot County, Maine, that are part of the hydroelectric project referred to in the records of the United States Federal Energy Regulatory Commission ("FERC") as the Great Works Hydroelectric Project No. 2312 (the project boundary of which was amended by FERC Project 2312-012, Order Amending License dated December 23, 1999), the boundary between said Power House and Dam and the remaining property of Grantor being the party wall line of the northeasterly wall of Grantor's Building No. 62D and the exterior face of the northwesterly wall of Grantor's Building No. 62D (said party wall line and said exterior face each being depicted in Subsketch A on Sheet 2 of 2 of said plan dated 9 November 1999 by James W. Sewall Company). Parcel One also includes Tailrace Island, so-called, located in the Penobscot River in Old Town, Penobscot County, Maine.

Subject to and with the benefit of any and all existing rights, agreements and easements including, but not limited to, the following:

The easement from James River Paper Company, Inc. to Bangor Hydro-Electric Company, dated May 23, 1990, and recorded in the Penobscot County Registry of Deeds in Book 4661, Page 39.

TOGETHER WITH all of Grantor's right, title and interest, if any, in and to the following in Old Town, Penobscot County, Maine:

All of Grantor's right, title and interest in and to the land lying in the bed of the Penobscot River located within the boundaries of the project licensed by FERC License No. 2312, Project 2312-012, Order Amending License, issued December 23, 1999, on file with FERC, within or adjoining the above-described Parcel One (provided, however, that any such right, title and interest in and to the land lying under Grantor's Building No. 62D and under the remaining property of Grantor is expressly excepted and reserved to Grantor, its successors, and assigns); and riparian, flowage, booming, impoundment, and flooding rights with respect to the Penobscot River.

NOTICE PURSUANT TO 38 M.R.S.A. § 563(6)

PENOBSCOT RIVER RESTORATION TRUST, a Maine Non-Profit Corporation, as Seller of the real property located at and near Portland Street in the City of Old Town, County of Penobscot and State of Maine (the "Premises"), hereby gives this written notice to THE CITY OF OLD TOWN, as purchaser of the Premises, in accordance with 38 MR.S.A. § 563(6).

(Seller check item "A: or item "B" and item "C" or item "D" below, as appropriate. If B is checked, complete the information in B.1. and B.2. If D is checked, complete the information in D.):

_____ A. To the best of my knowledge and without investigation, no underground storage facility of the storage of oil or petroleum products exists on the Premises.

_____ B. One or more underground oil storage facilities exist on the Premises.

B.1. The state of Maine Department of Environmental Protection ("DEP") Registration Numbers for all underground oil storage facilities on the Premises are as follows (use additional page if necessary):

No. _____
No. _____

B.2. The following underground oil storage facilities identified in B.1., above, have been abandoned in place and a deed notice provided pursuant to 38 M.R.S.A. § 566-A and Maine DEP Regulations Chapter 691, Section (11)(E)(3) (use additional page if necessary):

No. _____
No. _____

B.3. The facility is subject to regulation, including registration requirements, by the Maine DEP under 38 M.R.S.A. §§ 561 et seq.

_____ C. To the best of my knowledge and without investigation, no aboveground storage tank with underground piping exists on the Premises.

_____ D. One or more aboveground oil storage tanks with underground piping exist on the Premises. The State of Maine Department of Environmental Protection ("DEP") requires Registration Numbers for all aboveground oil storage tanks with underground piping existing on the Premises used to store motor fuel. The Registration Numbers areas follows (Use additional page if necessary):

No. _____
No. _____

DATED: September ___, 2016

WITNESS:

SELLER

PENOBSCOT RIVER RESTORATION
TRUST

By: _____

Print: _____

Its: _____

ACKNOWLEDGEMENT OF RECEIPT

WITNESS

BUYER

THE CITY OF OLD TOWN

By: _____

Name:

Title:

CERTIFICATE OF NONFOREIGN STATUS

Section 1445 of the Internal Revenue Code provides that a transferee (Buyer) of a U.S. real property interest must withhold tax if the transferor (Seller) is a foreign person. To inform the transferee (Buyer) that withholding of tax is not required upon my disposition of a U.S. real property interest, Penobscot River Restoration Trust hereby certifies the following:

1. Penobscot River Restoration Trust is not a nonresident alien for purposes of U.S. income taxation.
2. The U.S. taxpayer identifying number is: 20-1437259.
3. The mailing address is: P. O. Box 5695, Augusta, ME 04330

I understand that this Certificate may be disclosed to the Internal Revenue Service by the transferee and that any false statement I have made here could be punished by fine, imprisonment, or both.

Under penalties of perjury, I declare that I have examined this Certificate, and to the best of my knowledge, it is true, correct and complete.

Penobscot River Restoration Trust

Dated: September ____, 2016

By: _____
Print: _____
Its: _____



SEPTEMBER 19, 2016

MONDAY

Immediately following Administrative Services Comm. Mtg.

**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. **Public Works Request**

a. Public Works Director John Rouleau has received 4 qualified bids for a ¾ ton pick-up with plow & utility body and is looking for a recommendation to the full Council to accept the low bid from Darlings Dodge for a 2017 Dodge pick-up in the amount of \$36,959.

b. Director Rouleau has received 4 qualified bids for a mid-sized chassis Plow truck and is looking for a recommendation to the full Council to accept the low bid from Darlings Dodge for a 2017 Dodge 5500 Plow Truck in the amount of \$44,813.

c. Director Rouleau has received 3 bids for plow equipment and body and is looking for a recommendation to the full Council to accept the low bid from Viking Cives for a stainless steel body and plow equipment in the amount of \$55,932.

These are all budgeted items and funds will come from Account #7000-0414 Heavy Equipment Reserve.

3. **Airport Plowing Bids**

Airport Manager Lance Farrar has received 4 bids for a 5-year contract to plow at the Airport. He is looking for a recommendation to the full Council to accept the bid of Owen J. Folsom for a 5-year contract in the amount of \$253,600 (\$50,720/year) to plow the airport. Funds are to come from Airport Account #1300-0299 other contractual.

4. Stillwater Avenue Traffic Lights

Police Chief Scott Wilcox will update the committee on the Traffic lights at the intersections of Stillwater and Bennoch Road and College Avenue.

5. 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.

3/4 ton pick-up with
plow & utility body

Darling's Dodge 2017	36959	36959
Darling's Ford 2017	38309	
Quirk dodge 2017 (unqualified bid)	38682	
Whited 2016	40825	
O'Conner GMC 2016	40234	

Mid sized Chassis

Darling's Ford F550 2017	45739	
Darling's Dodge 5500 2017	44813	44813
Whited Ford F550 2017	46860	
Quirk Dodge 5500 2017 (unqualified bid)	44282	

Plow equipment and body

Viking Civespainted steel body	51432	
Viking Cives Stainless body	55932	55932
HP Fairfield painted steel body	53927	
HP Fairfield Stainless body		

Total	137704
Budget	175000
savings	37296



Old Town

Contract # 155-08/05/16

Airport Plowing

From: LANCE FARRAR

Airport Manager

City of Old Town, ME

Subject: Contract Award Recommendation

Reference is made to the bids opened on September 9th, 2016 which proposes to provide snow removal at the Old Town Municipal Airport for Five (5) years.

Four bids ranging from \$205,885.00 to \$344,864.65 were received. The bidding was competitive. After careful consideration by myself, the City Manager Bill Mayo and Public works Director John Rouleau we are recommending that the City of Old Town, ME Finance Committee approve our recommendation of Owen J. Folsom Inc. with a bid of \$253,600.00 for the duration of the contract.

Regards

Lance Farrar

Airport Manager

City of Old Town, ME



CITY CLERK

827-3980

CODE ENFORCEMENT

827-3981

FINANCE DEPARTMENT

827-3962

PARKS & RECREATION

827-3961

ASSESSING

827-3960

PUBLIC WORKS DEPARTMENT

827-3974

WASTE TREATMENT

827-3970

WELFARE DEPARTMENT

827-3983

FAX

827-3979

SNOWPLOWING AIRPORT BID

Contract # 155

Friday, September 9, 2016

10:00 A.M.

Old Town City Hall

Name: Streets

Bid: 270,685.00

Notes:

2017	-	\$49,000
2018	-	\$51,450
2019	-	\$54,000
2020	-	\$56,700
2021	-	\$59,535

Recorded by: *Drene*

Name: Folsom

Bid: 253,600.00

Notes:

2017	\$	55,500
2018	\$	45,800
2019	\$	48,200
2020	\$	50,700
2021	\$	53,400

Recorded by: *Drene*

Name: M.O. Harris, Inc.

Bid: 205,885.00

Notes:

2017	\$	38,377
2018	\$	39,777
2019	\$	41,077
2020	\$	42,577
2021	\$	44,077

Recorded by: *Drene*

SNOWPLOWING AIRPORT BID

Contract # 155

Friday, September 9, 2016

10:00 A.M.

Old Town City Hall

Name: Dirigo

Bid: 344,864.65

Notes:

2017	\$	65,585.51
2018	\$	67,493.07
2019	\$	69,457.86
2020	\$	70,132.43
2021	\$	72,195.78

Recorded by: Gene

Name:

Bid:

Notes:

Recorded by:

Name:

Bid:

Notes:

Recorded by:



SEPTEMBER 19, 2016

MONDAY

Immediately following the Finance Comm. Mtg.

AGENDA
SPECIAL COUNCIL MEETING
City Council Chambers, 2nd Floor
265 Main Street-Old Town, Maine

- I. CALL TO ORDER (Please turn off or silence cell phones)**
- II. FLAG SALUTE**
- III. ROLL CALL**
- IV. Approval of the Minutes.**
- V. PETITIONS, COMMUNICATIONS AND CITIZENS' REQUESTS**
- VI. REPORTS**
 - A. Council President**
 - B. Standing Committees (Finance, Public, Administrative & Economic Services; Landfill, Legislative, Sewer, Airport & Housing sub-committees)**
 - C. City Councilors**
 - D. City Attorney**
 - E. Special Committees**
 - F. City Manager**
- VII. CONSENT AGENDA**
- VIII. PUBLIC HEARINGS AND SECOND READING OF ORDINANCES**
- IX. OLD BUSINESS**

X. NEW BUSINESS

1. The City Council will consider issuance of a Proclamation in observance of Constitution Week September 17th through 23rd.

Suggested motion: Resolved, the Old Town City Council hereby approves issuance of a Proclamation in observance of Constitution Week September 17th through 23rd, sponsored by the Old Town-Orono Esther Eayers Chapters Daughters of the American Revolution.

(Councilor Klitch)

2. The City Council will consider going into Executive Session for the purpose of discussing possible litigation with the City Attorney.

Suggested motion: Resolved, the Old Town City Council hereby approves going into Executive Session pursuant to Title 1, M.R.S.A., §405(6)(E) for the purpose of discussing possible litigation with the City Attorney.

(Councilor May)

XI. ADJOURNMENT