

MARCH 20, 2017
MONDAY, 6:30 pm

**CITY OF OLD TOWN
PUBLIC 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)

2. **Woodland Avenue**

Discussion on possible upgrades to enhance condition of the road.

3. **Private use of City Land**

Code Enforcement Officer, David Russell will give an overview of a request from a citizen to more formally use a portion of City owned property on French Island for gardening.

4. **Adjournment**

Note: The Public Services Committee is composed of Councilors May (Chair), McLeod, Roach and Council President Mahan.



Old Town

265 MAIN STREET * OLD TOWN, MAINE 04468-1497

MEMO

March 15, 2017

City Council

Councilors,

I have been approached once again by Mr. James Mitchell. Mr. Mitchell owns property at 6 Nadeau Street and 3 Nadeau Street on French Island. He currently resides at 3 Nadeau Street. This property directly abuts land owned by the City along the river. The City's property, which could allow river access in the future, is encumbered by a large sewer main running across it. You may recall that I had come before the Council four or so years ago to feel out the Council as to the possibility of the City selling or leasing a portion of abutting property that the City owns to Mr. Mitchell for gardening purposes. At that time the Council indicated that they were not interested in doing anything formal, but did not have a problem with Mr. Mitchell enjoying the use of the land.

Mr. Mitchell has greatly improved the property and meticulously maintains it and has several raised gardening beds on it. Mr. Mitchell greatly enjoys gardening and has a very strong background in education as he only recently retired as an educator. He now grows vegetables on the city property for not only himself, but numerous neighbors that perhaps cannot supply themselves with fresh produce due to any number of factors. Mr. Mitchell would like to expand the size of the property that he is currently utilizing, thus expanding the amount of produce he can grow and supply to those less fortunate. His desire is to solicit the help of young people to help teach them the benefits of, not only growing your own food, but of helping ones neighbors as well.

The City Manager and I have met with Mr. Mitchell and explained that we felt the best way to offer assurance to Mr. Mitchell that the City is comfortable in allowing him the enjoyment of the land, without giving up the City's rights to it, would be in the way of a letter of perpetuity. This would allow Mr. Mitchell the use of the land for as long as he shall live, and or, require the use of it. Mr. Mitchell understands that the City would still have control of the property for maintenance of, but not limited to, the sewer line, water access as there may in the future be a need for shoreland stabilization, the creation of public water access etc. He also understands that unfortunately, damage could be caused to his gardens in the event of a sewer line repair or other type of repair.

Enclosed in your packet is a map of the property with the boundary lines of the proposed area the City would allow him to use. The size of the area is approximately

sixteen-thousand, seven- hundred and fifty square feet. (16, 750 sq. ft.)(.38 acres) You can also see the sewer line running across this area.

Mr. Mitchell has indicated that some years ago, while Nadeau Street was being repaved, that the City enlarged and paved the driveway at 6 Nadeau so that plow trucks could turn around on his property. In fact the City removed a dying tree at the end of the street just last fall to aid in the turning around of plow equipment. Mr. Mitchell indicated to me that at the time the work was being conducted on his property that some sort of easement to the city was to be drawn up and recorded. I do not find that this ever happened. For what reason, I don't know. Perhaps if the Council would like to enter into some sort of arrangement with Mr. Mitchell for the other property agreement, that now would be a good time to address this as well.

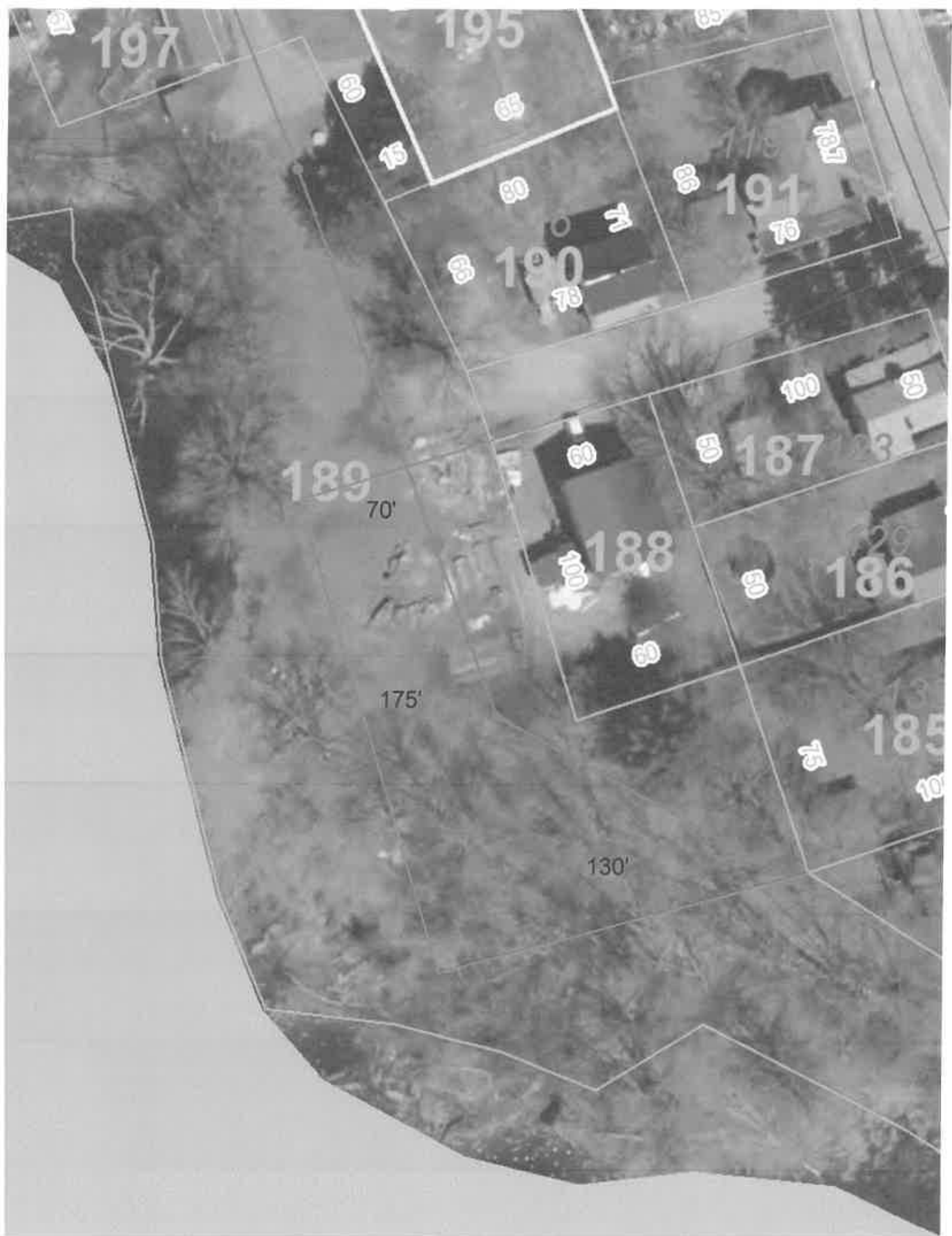
In closing; It is the opinion of the Code Enforcement Officer that a Letter of Perpetuity stating the size, location and encumbrances of the area designated is the best outcome for all parties involved. I of course leave this up to the City Council and City Manager. I would also suggest that the Code Officer draft a letter for the City Manager to sign to be provided to the full Council if the Committee decides to move this issue forward.

Thank you,

David C. Russell

David C. Russell
City of Old Town
Code Enforcement Officer

David C. Russell, Code Enforcement Officer
Tel: 207-827-3965 x 205 Cell: 570-6798 Fax: 207-827-3966
drussell@old-town.org



197

195

191

190

189

188

187

186

185

70'

175'

130'

88

75

65

80

88

78

88

76

137

100

88

60

88

100

88

60

81

100



MARCH 20, 2017

Immediately following the Public Services Committee 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. **MPI Grant**
John Rouleau will update the committee on the status of the grant and streets that are involved in the project.

3. **Video Camera**
Scott Wilcox will give an overview of security cameras.

4. **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), May, Nuttall and Council President Mahan.



<i>Internal Use Only</i>
TEDOCS #: _____
CT#: _____
CSN#: _____

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

WIN 021928.08

REGARDING

GILMAN FALLS AVENUE MILL AND FILL PROJECT, CITY OF OLD TOWN

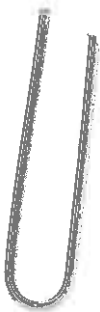
This Cooperative Agreement (AGREEMENT) is entered into by and between the MAINE DEPARTMENT OF TRANSPORTATION (“MaineDOT”), an agency of state government with its principal administrative offices located on Child Street, Augusta, Maine, and the CITY OF OLD TOWN (“MUNICIPALITY”), a municipality in the State of Maine with offices located at 265 Main Street, Old Town, ME.

WHEREAS,

OLD TOWN shall perform **A PAVEMENT PRESERVATION PROJECT ON GILMAN FALLS AVENUE (ROUTE 43) IN OLD TOWN** (the “Project”). The work will consist of a 1 ½ inch mill and fill (the “Work”). **OLD TOWN** estimates the cost of this project at **\$176,022.00**

OLD TOWN SHALL:

- A. Shall procure all contracts for and oversee the Project on **Gilman Falls Avenue (Route 43)** for the Work outlined above.
- B. Cause such Work to be performed in accordance with a design by an engineer licensed in the State of Maine. The Licensed Engineer shall provide a certification to the Municipality and to MaineDOT that, in his/her professional opinion, the Project as designed will provide a smooth ride, not reduce the safety, mobility or structural quality of the state [state aid] road. All design documents must be stamped and signed in accordance with this provision by the Professional Engineer.
- C. Agree to secure all necessary Federal, State and Local permits necessary to complete the Work. **OLD TOWN** also agrees to secure any needed property rights in accordance with all applicable State and Federal Law.
- D. Agree that any exceptions to State Design Standards shall be documented as part of this process. This documentation shall compare the new design to the existing conditions for each of the exceptions to current design standards. Any such exceptions shall be displayed on the cover sheet for the Project plans with the signature and PE stamp of the engineer responsible for the design of the Project.
- E. Be responsible, within the Project limits, for the following:



<i>Internal Use Only</i>
TEDOCS #: _____
CT#: _____
CSN#: _____

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

WIN 021928.07

REGARDING

BRUNSWICK STREET MILL AND FILL PROJECT, CITY OF OLD TOWN

This Cooperative Agreement (AGREEMENT) is entered into by and between the MAINE DEPARTMENT OF TRANSPORTATION (“MaineDOT”), an agency of state government with its principal administrative offices located on Child Street, Augusta, Maine, and the CITY OF OLD TOWN (“MUNICIPALITY”), a municipality in the State of Maine with offices located at 265 Main Street, Old Town, ME.

WHEREAS,
OLD TOWN shall perform **A PAVEMENT PRESERVATION PROJECT ON BRUNSWICK STREET IN OLD TOWN** (the “Project”). The work will consist of a 1 ½ inch mill and fill (the “Work”). **OLD TOWN** estimates the cost of this project at **\$64,045.00**

OLD TOWN SHALL:

- A. Shall procure all contracts for and oversee the Project on **Brunswick Street** for the Work outlined above.
- B. Cause such Work to be performed in accordance with a design by an engineer licensed in the State of Maine. The Licensed Engineer shall provide a certification to the Municipality and to MaineDOT that, in his/her professional opinion, the Project as designed will provide a smooth ride, not reduce the safety, mobility or structural quality of the state [state aid] road. All design documents must be stamped and signed in accordance with this provision by the Professional Engineer.
- C. Agree to secure all necessary Federal, State and Local permits necessary to complete the Work. **OLD TOWN** also agrees to secure any needed property rights in accordance with all applicable State and Federal Law.
- D. Agree that any exceptions to State Design Standards shall be documented as part of this process. This documentation shall compare the new design to the existing conditions for each of the exceptions to current design standards. Any such exceptions shall be displayed on the cover sheet for the Project plans with the signature and PE stamp of the engineer responsible for the design of the Project.
- E. Be responsible, within the Project limits, for the following:



<i>Internal Use Only</i>
TEDOCS #: _____
CT#: _____
CSN#: _____

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

WIN 021928.06

REGARDING

MAIN STREET MILL AND FILL PROJECT, CITY OF OLD TOWN

This Cooperative Agreement (AGREEMENT) is entered into by and between the MAINE DEPARTMENT OF TRANSPORTATION ("MaineDOT"), an agency of state government with its principal administrative offices located on Child Street, Augusta, Maine, and the CITY OF OLD TOWN ("MUNICIPALITY"), a municipality in the State of Maine with offices located at 265 Main Street, Old Town, ME.

WHEREAS,

OLD TOWN shall perform **A PAVEMENT PRESERVATION PROJECT ON MAIN STREET (ROUTE 43) IN OLD TOWN** (the "Project"). The work will consist of a 1 ½ inch mill and fill (the "Work"). **OLD TOWN** estimates the cost of this project at **\$135,316.00**

OLD TOWN SHALL:

- A. Shall procure all contracts for and oversee the Project on **Main Street (Route 43)** for the Work outlined above.
- B. Cause such Work to be performed in accordance with a design by an engineer licensed in the State of Maine. The Licensed Engineer shall provide a certification to the Municipality and to MaineDOT that, in his/her professional opinion, the Project as designed will provide a smooth ride, not reduce the safety, mobility or structural quality of the state [state aid] road. All design documents must be stamped and signed in accordance with this provision by the Professional Engineer.
- C. Agree to secure all necessary Federal, State and Local permits necessary to complete the Work. **OLD TOWN** also agrees to secure any needed property rights in accordance with all applicable State and Federal Law.
- D. Agree that any exceptions to State Design Standards shall be documented as part of this process. This documentation shall compare the new design to the existing conditions for each of the exceptions to current design standards. Any such exceptions shall be displayed on the cover sheet for the Project plans with the signature and PE stamp of the engineer responsible for the design of the Project.
- E. Be responsible, within the Project limits, for the following:

Northstar Protection LLC
 34 Freedom Parkway
 Suite 1
 Hermon, ME 04401
 (207) 989-1006



PROPOSAL

PROPOSAL # 1946
 DATE 03/15/2016

ADDRESS
 City of Old Town
 265 Main St.
 Attn: David Russell
 Old Town, Maine 04468
 United States

Please detach top portion and return with your payment.

ACTIVITY	QTY	RATE	AMOUNT
Project: Avigilon HD CCTV Visual Security Location: Public Safety ***** ***	1	0.00	0.00
HD Camera - Avigilon Multi-Sensor 3x 3MP Outdoor Pendant Dome (Requires Pendant Mount Bracket) (For PSB Entrance Area)	1	1,875.00	1,875.00
HD Camera - 3.0 Megapixel WDR, LightCatcher, Day/Night, Indoor/Outdoor Dome, 3-9mm f/1.3 P-iris lens, Integrated IR, Self- Learning Video Analytics (FD Med Rm)	1	1,035.00	1,035.00
Avigilon 1Ch Permanant IP Camera Licenses (Up to 5 viewing clients)	2	185.00	370.00
Corner mount adapter for use with MNT-PEND-WALL, H3-BO-JB or HD Bullet Camera	1	90.00	90.00
Compact wall bracket for use with H3PTZ-DP and H3-DP Pendant Dome Cameras	1	95.00	95.00
CAT 5/Ft	375	0.20	75.00
Boxes, Fittings, Supplies, Staples	1	30.00	30.00
Relocate Existing Brunswick St Camera	1	150.00	150.00
Installation, configuration, programming and testing. Includes standard network setup as applicable. Advanced network configurations may require customer IT or ISP support.	1	450.00	450.00

This proposal does NOT include provision and/or installation of conduit,
 wiremold, raceway or associated fittings etc. Wires will be surface run or in
 conduit provided and installed by customer.

TOTAL

\$4,170.00

Server in this proposal CAN support proposed airport CCTV as well
 PROVIDED adequate internet bandwidth and configuration by City IT

INVOICE - This invoice is per my design and based on the prints and documentation provided to Northstar Protection LLC. PRICING - Price includes
 installation, materials and testing. WARRANTY- Parts and labor covered 100% for one full year from the acceptance date.
 ACCOUNTS NOT PAID WITHIN TERMS ARE SUBJECT TO A 1.5% MONTHLY FINANCE CHARGE



MARCH 20, 2017

MONDAY

Immediately following the Finance Committee Meeting

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 accepting an after deadline redemption on foreclosed property for Andrew & Charlotte Fitzgerald, located at 2074 Bennoch Road for payment of 2014 through 2017 Real Estate Taxes in the total amount of \$10,819.80

Suggested motion: Resolved, the Old Town City Council hereby accepts an after deadline redemption on foreclosed property for Andrew & Charlotte Fitzgerald, located at 2074 Bennoch Road for payment of 2014 through 2017 RE taxes in the amount of \$10,669.80 plus \$150 Late Redemption fee for a total amount of \$10,819.80 which includes interest and lien costs and further authorize the City Manager to execute a Municipal Quit-Claim Deed.

(Councilor May)

2. The City Council will consider supporting legislation being presented to Congress on the Dewitt Field Airport in Old Town.

Suggested motion: Resolved, the Old Town City Council hereby endorses the bill being presented by Representative Poliquin and companion legislation presented by Senator Collins to remove restrictions on airport property in Old Town that will allow business development on the site.

(Councilor Roach)

XI. ADJOURNMENT