REGULAR TOWN COUNCIL MEETING AGENDA

September 8, 2025 7:00 PM

The Zoom Link to the meeting is provided below for those wishing to attend virtually:

https://us02web.zoom.us/j/85680739243

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Council Chair; Jo	ohn Trask, Vice	Chair: Stephen	Jiay	
Councilors; Mars Sheldon Hanington	cella Ireland, D on	aniel Summers_	, Gordon Stree	t
Pledge of Allegia	nnce and Prayer			
	nutes: From the special gistered the Council Ch	-		
Approval of the	Warrants (0104)			
	10TION: To approve	e and sign Warra	nts # through #_	
Acceptance of G	SECONE	rants (0104)		
Acceptance of G	ifts/Donations and G IOTION: Move to ap amount of \$140.00, as	prove and accept detailed below. Amount /		
Acceptance of G SUGGESTED M and Grants in the Organization	ifts/Donations and G IOTION: Move to ap amount of \$140.00, as	rants (0104) oprove and accept detailed below. Amount / Value	t the following Gifts, Department	
Acceptance of G SUGGESTED N and Grants in the Organization Denise Lynn Moore	ifts/Donations and G IOTION: Move to agamount of \$140.00, as Type of Gift Donation in Nancy Christensen's name	prove and accept detailed below. Amount / Value \$50.00	t the following Gifts, Department Library	
Acceptance of G SUGGESTED N and Grants in the Organization Denise Lynn	ifts/Donations and G IOTION: Move to apamount of \$140.00, as Type of Gift Donation in Nancy Christensen's name Donation in Barbara	rants (0104) oprove and accept detailed below. Amount / Value	t the following Gifts, Department	
Acceptance of G SUGGESTED N and Grants in the Organization Denise Lynn Moore	ifts/Donations and G IOTION: Move to agamount of \$140.00, as Type of Gift Donation in Nancy Christensen's name	prove and accept detailed below. Amount / Value \$50.00	t the following Gifts, Department Library	

7. Monthly Reports:

*10.

8. Open Forum: The Council will allow Lincoln residents and/or Lincoln taxpayers to comment prior to Council action on agenda items. Open Forum questions should be forwarded to the Town Office by mail, or emailed to Town Clerk Ann Morrison at Questions@lincolnmaine.org. Please have your questions/comments in by 5:00pm the day of the meeting. If you have any questions, please call 794-3372. General requests may be made in Open Forum during the regular meeting but will not be acted upon in the same meeting.

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The Council Chair reserves the right to stop any public comment that is contrary to these rules and any Councilor may call Point of Order during the discussion. Any person who disrupts a Council meeting may be required to leave in order to maintain orderly consideration of the matters for which the meeting was called.

- *9. Consent Agenda: All items marked with an asterisk (*) are considered to be routine and will be enacted by one motion. There will be no separate discussion of these items unless a Council Member so requests, in which event, the item will be removed from the Consent Agenda and considered in its normal sequence on the Agenda.
 - 10. Order Polls to Open
 - 11. Direct Registrar of Voters
 - 12. Appoint Election Wardens

suggested motion through #12, as presented.	: Move to approve the suggest	ed motions for items #10
MOTION:	SECOND:	VOTE:
Order Polls to Open Nov	rember 4, 2025 (0101)	
	f: Move to order polls to open to RSA Article II, Section 626, for al Municipal Election.	
MOTION:	SECOND:	VOTE:

*11. Direct Registrar of Voters to sit/deliver voting list for November Election (0101)

SUGGESTED MOTION: Move to direct the Registrar of Voters to sit, register voters and make corrections to the voting list on Tuesday 10/28/2025 from 8:00am-5:00pm, Wednesday 10/29/2025 8:00am – 7:00pm, Thursday 10/30/25, Friday 10/31/2025 from

8:00am-5:00 pm, and Monday, 11/3/2025 from 8:00am -5:00pm, and also while the polls are open on 11/4/2025 according to Title 21A, MRSA, Section 122, Subsection 6A, and also to instruct the Registrar to deliver a supplemental voting list to the Town Clerk prior to opening the polls.

MOTION: _____ SECOND: _____ VOTE: _____

	MOTION:	SECOND:	VOTE:			
*12.	Appoint Election Wardens (0101)					
	Sharon Severson and		M. Morrison as Election Warden, dens, for the November 4, 2025 State			
	MOTION:	SECOND:	VOTE:			
13.	Presentation- Upda	te from Biofine Developments	Northeast, Inc. (0100)			
14.	Update on Propert	ies added to Tax Records (01	05)			
15.	Discussion- Wreath	s Across America (0100)				
16.	Approve Changes	to the Personnel Policies rega	ording Holidays (0100)			
		TION: Move to approve the for regards to holidays; taking ef	following changes to the Town's fect on January 1, 2026.			
	Addi	ng Martin Luther King Day ng Juneteenth ing the personal day				
	MOTION:	SECOND:	VOTE:			
17.	Approve Change of Parade and Fireworks in July 2026 (0100)					
		aturday July 4, 2026 in celebra	nnual parade and fireworks show ation of the 250 th birthday of the			
	MOTION:	SECOND:	VOTE:			
18.	Approve Closure (l	Events)				
		TION: Move to approve closures on October 31, 2025 from	ing Veteran's Memorial Square for 2:00pm to 9:00pm.			
	MOTION:	SECOND:	VOTE:			

	UV34) for the Ceme	etery, Parks and Recreation Dep	for a new UTV machine (Bobcat partment to Jordan Equipment in the he recreation equipment reserve
	MOTION:	SECOND:	VOTE:
20.	Award Bid (0406)		
		oment in the amount of \$141,30	for a Case 580SNWT loader backhoe 0 with funding to come from capital
	MOTION:	SECOND:	VOTE:
21.	Abate Property Ta	xes (0105)	
		*	erfront Events Center business 98.31 for FY2023, \$86.02 for FY2024
	MOTION:	SECOND:	VOTE:
22.	Authorize Town M	anager (0105)	
		TION: Move to authorize the deed on behalf of Blaine King;	Town Manager to sign a municipal as attached.
	MOTION:	SECOND:	VOTE:
23.	Award Bid (Econor	nic Development)	
		TION: Move to award the bid ent Management) area to SAG	-
	MOTION:	SECOND:	VOTE:
24.	Award Bid (Econor	nic Development)	
		nts Northeast site to Allstate in	for the cap on contaminants at the the amount of \$125,392 with funding
	MOTION:	SECOND:	VOTE:

19.

Award Bid (0601)

			o Executive Session Pursua	ant to Title 1
MOTION: _		SECOND:	VOTE:	
TIME STAF	RTED:		TIME CLOSED:	
Future Age	nda Items			
Adjourn				
SUGGEST	ED MOTION	: Move to adjourn t	he meeting atpm	
MOTION: _		SECOND:	VOTE:	
	Upcom	ing Meetings and o	other Noteworthy Items:	
Sept. 5 th Sept. 6 th Sept. 9 th Sept. 10 th Sept. 15 th Sept. 16 th Sept. 16 th Sept. 17 th Sept. 17 th	Nomination Septembers Events & T Finance Co Council Wo Planning B All Town I Finance Co	n Papers due by 5:00 Fest-Veteran's Squar Fourism Meeting-5: mmittee Meeting-Porkshop-6:00pm oard-6:00pm Departments Closed mmittee Meeting-P	Opm re- 10am to 5pm 30pm ayroll- 4:30pm for Safety Training Day ayroll and Warrant- 4:30pn	n
	MRSA Sect MOTION: _ TIME STAF Future Age Adjourn SUGGEST	MRSA Section 405 (6) (A MOTION: TIME STARTED: Future Agenda Items Adjourn SUGGESTED MOTION MOTION: Upcom Sept. 4 th Finance Co Sept. 5 th Nomination Sept. 6 th Septemberf Sept. 9 th Events & T Sept. 10 th Finance Co Sept. 15 th Council Wo Sept. 16 th Planning B Sept. 17 th All Town I Sept. 18 th Finance Co	MRSA Section 405 (6) (A) Personnel. MOTION: SECOND: TIME STARTED: Future Agenda Items Adjourn SUGGESTED MOTION: Move to adjourn t	MOTION: SECOND: VOTE: TIME STARTED: TIME CLOSED: Future Agenda Items Adjourn SUGGESTED MOTION: Move to adjourn the meeting at pm MOTION: SECOND: VOTE: Upcoming Meetings and other Noteworthy Items: Sept. 4 th Finance Committee Meeting- Warrant-4:30pm Nomination Papers due by 5:00pm Sept. 6 th Septemberfest-Veteran's Square- 10am to 5pm Sept. 9 th Events & Tourism Meeting- 5:30pm Sept. 10 th Finance Committee Meeting-Payroll- 4:30pm Sept. 15 th Council Workshop- 6:00pm Sept. 16 th Planning Board- 6:00pm Sept. 17 th All Town Departments Closed for Safety Training Day Sept. 18 th Finance Committee Meeting-Payroll and Warrant- 4:30pn

^{*}Meetings and other noteworthy items are subject to change without notice. *

SPECIAL TOWN COUNCIL MEETING MINUTES

August 11, 2025 6:30 PM

The Zoom Link to the meeting is provided below for those wishing to attend virtually:

https://us02web.zoom.us/j/7495106748

1a. Call to Order at 6:30pm.

Present: Council Chair John Trask and Vice Chair Stephen Clay.

Councilors; Marscella Ireland, Daniel Summers, and Gordon Street.

Also, present Town Manager Rick Bronson and Town Clerk Ann Morrison.

Absent, Councilor Sheldon Hanington.

1b. Pledge of Allegiance

2. Open Forum: The Council will allow Lincoln residents and/or Lincoln taxpayers to comment prior to Council action on agenda items. Open Forum questions should be forwarded to the Town Office by mail, or emailed to Town Clerk Ann Morrison at Questions@lincolnmaine.org. Please have your questions/comments in by 5:00pm the day of the meeting. If you have any questions, please call 794-3372. General requests may be made in Open Forum during the regular meeting but will not be acted upon in the same meeting.

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NOTE: There was a technical issue with the Zoom connection. While we were waiting for the issue to be resolved the Council Chair allowed others to speak during open forum when originally no one expressed an interest to speak.

Cathy Moison stated that she noticed that the criticisms listed in this audit were the same as the last audit in regards to our processes.

Councilor Trask stated that he believes the issue was addressed in 2024 and this audit is for fiscal year ending 2021.

Byron Sanderson asked how long after the fiscal year ends does an audit have to be completed.

Manager Bronson stated that an audit should be done approximately within a year of the fiscal year ending. He explained that we had issues with a previous auditor and needed to look for another. At that point, we found there to be a shortage of auditors, therefore; we are behind in having them done.

At this point, the Zoom got running again and the Council Chair cut off Mr. Sanderson but will allow him to resume his questions in the 7:00pm session.

3. Presentation by Rodefer Moss- Completed 2021 Audit

Sara from Rodefer Moss provided the Council an explanation of the audit that was conducted by the company.

Sara stated that they provided an unmodified clean opinion.

Sara also stated that Barry Dunn had cleaned up a lot from 2020 before Rodefer Moss was asked to begin work on the fiscal year 2021 audit.

Councilor Trask asked about the management corrective plan.

Sara stated that they were provided with an action plan from the town and that Rodefer Moss has approved the plan. With this plan in place these in deficiencies they found should not happen again in the future.

Councilor Trask asked if the Maine PERS money was in the general fund.

Sara explained that the Perm Fund is for funds held in perpetuity; held forever. The Maine PERS has no restriction so they moved the funds to the general fund.

Treasurer Quintela stated that the money is still being held in an investment account at UBS. The money, accounting wise, is accounted for in the general fund.

Councilor Street asked about a phrase that Sara had used about three out of eleven expenditures were correct, the others were not properly approved. He wanted to know what these expenditures were for.

Sara stated that they were all Airport related.

4. Adjourn

Motion made by Stephen Clay and seconded by Gordon Street to adjourn the meeting at 7:05pm.

VOTE: 5-0

Respectfully Submitted by, Town Clerk Ann Morrison, CMC, CCM

REGULAR TOWN COUNCIL MEETING MINUTES

August 11, 2025 7:00 PM

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1a. Call to Order at 7:05pm.

Present: Council Chair John Trask and Vice Chair Stephen Clay.

Councilors, Marscella Ireland, Daniel Summers and Gordon Street.

Also, present Town Manager Rick Bronson, Town Clerk Ann Morrison, and Town Attorney Andy Hamilton.

Absent, Councilor Sheldon Hanington.

1b. Pledge of Allegiance

2. Approval of Minutes: From the Council Workshop on July 9, 2025, the regular meeting on July 14, 2025 as well as the Special Council meeting on July 24, 2025. No objections were registered; therefore, the Council Chair approved the same as written.

3. Approval of the Warrants (0104)

Motion made by Marscella Ireland and seconded by Stephen Clay to approve and sign Warrants #7 through #15 in the amount of \$1,060,292.75.

VOTE: 5-0

4. Acceptance of Gifts/Donations and Grants (0104)

Motion made by Stephen Clay and seconded by Daniel Summers to approve and accept the following Gifts, Donations and Grants in the amount of \$201.05, as detailed below.

Organization	Type of Gift	Amount / Value	Department
Jody and Bradley Dickey	Donation in memory of Barbara Piehler	\$100.00	Library books
Denise Lynn Moore	Donation in Nancy Christensen's name	\$50.00	Library- Equity and tolerance
Gail J. Lockwood	Donation in memory of Barbara Piehler	\$25.00	Library
Can Donations		\$26.05	Library

VOTE: 5-0

5. Chairman's/Town Manager's Comments:

Manager Bronson stated that there are issues with the building that houses the Police Department. Currently, we are waiting on the State to determine how the mold issue will affect the department being in the building.

Manager Bronson informed the Council that the Fire Department has had another resignation.

Councilor Trask gave congratulations to Economic Development Administrator Ruth Birtz for her presentation the National DEP Convention in Chicago this past week. He also congratulated Town Clerk Ann Morrison for graduating in July from NEMCI; the New England Municipal Clerks Institute

Councilor Trask addressed a paid advertisement in the Lincoln News recently that was full of inconsistent facts. He stated that many of these issues noted have been corrected or the deficiencies are in the process of being fixed.

6. Planning Board Report:

Code Enforcement Officer Amanda Woodard informed the Council that the Planning Board has approved the Verizon site plan to open a store in the former Label Shopper location on West Broadway.

Ms. Woodard also informed the Council that the Planning Board denied the ordinance that Mr. Alan Dill had provided and wished the Town to adopt. The Planning Board agreed that with the current town ordinances and the state laws we do not need this ordinance and did not recommend it going before the Town Council.

Councilor Trask asked about the progress with the Forestry Management issue.

Ms. Woodard stated that she has another meeting later this week to discuss.

7. Monthly Reports:

No comments.

8. Open Forum: The Council will allow Lincoln residents and/or Lincoln taxpayers to comment prior to Council action on agenda items. Open Forum questions should be forwarded to the Town Office by mail, or emailed to Town Clerk Ann Morrison at Questions@lincolnmaine.org. Please have your questions/comments in by 5:00pm the day of the meeting. If you have any questions, please call 794-3372. General requests may be made in Open Forum during the regular meeting but will not be acted upon in the same meeting.

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Byron Sanderson, who was cut off at the prior 6:30 meeting, was allowed to continue with his questions. He asked how many audits in one year would be paid for since we are behind on our audits.

Manager Bronson stated that most likely there would not be more than one in a year that would be paid for.

Mr. Sanderson asked if there are any penalties for being behind on our audits.

Manager Bronson stated that there could be some penalties but the Maine Bond Bank is working with us since there is a shortage of audit companies. We are using a company from out of state.

Cathy Moison stated that she was disappointed to see that item #23 of the agenda did not have any money set aside for the dams.

Manager Bronson stated that we have had to use some of the funds already set aside for emergency repairs of Mattanawcook Dam.

Carl Stingley asked for an update on Frost Street paving and dam.

Public Works Director Dennis Bullen stated that they are working on the underdrain replacement and paving will be in the next cycle.

Manager Bronson stated that Haley Ward, the engineering company we use for our dams, is currently looking for grant opportunities to help with the condition of our dams.

Matthew Wambalt, speaking on Zoom, stated that he has spoken with Gary Gordon's widow Carmen, and she likes the idea of relocating his statue to a more prominent location within Lincoln. He would like to see an agenda item next month to address this.

Dakota Corro spoke in regards to Wreaths Across America stating that they are in need of funds to lay wreaths on veteran graves this December.

Jessica Cloukey, speaking on Zoom, explained how the transition from her starting this a few years ago to how it is being handled now.

Lisa Gagnon spoke about the ad in the paper and felt that things were not being addressed as stated by Council Chair Trask,

Manager Bronson stated that the walking trail and the bathhouse had some issues during construction and were dealt with accordingly.

Charles Dwelley asked if the mil rate was being set tonight.

Stacey Williams stated that she is not getting any answers from Mr. Bronson.

Mr. Sanderson suggested turning over the dams on each lake to the lake owners associations.

9. Recognition- Former Councilor Jared McCarthy (0100)

Mr. McCarthy was not present for the recognition of his service.

10a. Public Hearing- Renewal State Liquor License Application- Charlie's Seafood Market (0101)

Motion made by Marscella Ireland and seconded by Gordon Street open a public hearing for the purpose of hearing oral and written comments on a Renewal State Liquor License Application submitted by Charlie's Seafood Market (Glen Porter).

VOTE: 5-0

Town Clerk Ann Morrison informed the Council that the next few items are a bit confusing. The current owner's alcohol license is expiring; therefore, the state is mandating that this owner needs to apply for a renewal liquor license. Also, the owners buying the business need to apply for the transfer and need to apply for a victualers license.

TIME STARTED: 7:34pm TIME CLOSED: 7:35pm

10b. Approve Renewal State Liquor License Application- Charlie's Seafood Market (0101)

Motion made by Marscella Ireland and seconded by Gordon Street to approve the new State Liquor License Application submitted by Charlie's Seafood Market (Glen Porter).

VOTE: 5-0

11a. Public Hearing- New State Liquor License Application- Charlie's Seafood Market (0101)

Motion made by Gordon Street and seconded by Daniel Summers to open a public hearing for the purpose of hearing oral and written comments on a New State Liquor License Application submitted by Charlie's Seafood Market which is under new ownership.

VOTE: 5-0

No comments.

TIME STARTED: 7:36pm

TIME CLOSED: 7:36pm

11b. Approve New State Liquor License Application- Charlie's Seafood Market (0101)

Motion made by Marscella Ireland and seconded by Daniel Summers to approve the new State Liquor License Application submitted by Charlie's Seafood Market which is under new ownership.

VOTE: 5-0

12. Approve a New Victualer License- Charlie's Seafood Market (0101)

Motion made by Marscella Ireland and seconded by Gordon Street to approve a new "conditional" victualer's license for Charlies Seafood Market which is under new ownership.

VOTE: 5-0

13. Presentation by Town Attorney Andy Hamilton- Petition Request/Process

Town Attorney Andy Hamilton was present to inform the Council about a petition that the Town Clerk had received. He stated that he had met with the Council Chair, the Town Clerk, and Mr. Rojo; the lead petitioner. Everyone involved has a binder with all the State Statutes that would need to be followed if this petition goes forward. In his opinion, what the group of petitioners is requesting constitutes a Charter revision and would need a Charter Commission. He explained how this would all transpire if we were to get a proper affidavit submitted to the clerk.

Mr. Hamilton asked if the clerk had received a proper affidavit.

The clerk stated that she has yet to receive a proper affidavit.

Mr. Hamilton asked the Clerk what department positions are affected by the questions laid out in the petition request.

The clerk read the question so anyone in attendance knew what is at stake within this request.

14a. Discussion: FY2026 mil rate (0105)

Assessor Birtz stated that she still has some work to do, but the mil rate will be set at \$15.68 per thousand. This would mean a decrease for those with values \$200,000 or less and an increase for those over the \$200,000 assessed value.

Councilor Trask asked what the mil rate was last year.

Ms. Birtz stated that it was \$20.60 last year.

Ms. Birtz also stated that the revaluation contract has been signed.

14b. Confirm FY2026 mil rate (0105)

Motion made by Gordon Street and seconded by Daniel Summers to confirm the FY2026 mil rate at \$15.68 per thousand.

VOTE: 5-0

15. Approve an After-Hours Author Event (0700)

Motion made by Stephen Clay and seconded by Gordon Street to approve opening the library from 6:00pm to 8:00pm on September 18, 2025 to hold an author event.

Councilor Street asked who the author would be.

Director Hakala stated that it would be Chris Davis.

Councilor Trask asked about the donation entitled "Equity and Tolerance".

Director Hakala stated that this is how this person would like the donation money to be used; for this particular genre. Director Hakala has the discretion to order what she sees fit for that section.

Councilor Trask stated that he doesn't want to see our library get political.

VOTE: 5-0

16. Approve Closure (0100)

Motion made by Daniel Summers and seconded by Gordon Street to approve closing all town departments on Wednesday September 17, 2025 for the annual employee safety training day.

*Emergency personnel will be responding directly from the training location.

VOTE: 5-0

17. Authorize Transfer (0100,0104)

Motion made by Stephen Clay and seconded by Daniel Summers to authorize the transfer of funds in the amount of \$272,406.00 from the FY25 budget to reserve accounts at Bangor Savings Bank as listed below:

Account	Description	Description at Bangor Savings	Amount
0406-0108	Public Works Contractual Services	PW Contractual Services	\$175,000.00
0510-0132	Ash Disposal	Ash Disposal	\$8,406.00
0900-0114	Re-Assessment	Re-Assessment	\$50,000.00
0900-0512	TS Trailer	TS Trailer	\$14,000.00
0900-0515	TS Bailer	TS Bailer	\$8,000.00
0900-0612	Rec Equipment	Rec Equipment	\$17,000.00
		TOTAL	\$272,406.00

VOTE: 5-0

18. Award Bid-Winter Sand (0406)

Motion made by Gordon Street and seconded by Daniel Summers to award the winter sand bid to SAG Realty in the amount of \$4.00 Owen Folsom at \$4.50 per cubic yard.

Director Bullen asked the Council Chair to revise his recommendation and award the bid to Owen Folsom for \$4.50 per cubic yard due to the yard being closer for pick up compared to the other bid.

VOTE: 5-0

19. Award Bid- Tandem Axel Utility Trailer (0406)

Motion made by Daniel Summers and seconded by Gordon Street to award the Tandem Axel Utility Trailer bid to SR1 Trailer Sales in the amount of \$8,600.

Councilor Trask stated that this was not the lowest bid and asked why he is recommending this companies bid.

Director Bullen stated that the other company quoted a trailer that did not meet all the specs that were requested. This trailer from SR1 meets all the specs.

VOTE: 5-0

20. Award Bid-Roadside Mowing (0406)

Motion made by Gordon Street and seconded by Daniel Summers to award the roadside mowing bid to King's Seasonal Solutions in the amount of \$9,000.

VOTE: 5-0

21. Award Bid- Gravel (0406)

Motion made by Gordon Street and seconded by Daniel Summers to award the gravel bid to SAG Realty in the amount of \$7.70 per cubic yard.

VOTE: 5-0

22. Approval- Serving alcohol at Septemberfest (events)

Motion made by Gordon Street and seconded by Daniel Summers to approve serving alcohol at Septemberfest on September 6, 2025 provided all necessary permits and insurances are obtained for the event.

Councilor Street asked if this would be contained to a certain area.

Mr. Rogers stated that he is not exactly sure what he is doing at this time, but the event will be held in Veteran's Square. He is currently trying to make financial sense out of it all as he looks into insurance in order to provide alcohol.

VOTE: 5-0

23. Authorize Transfer (0103)

Motion made by Daniel Summers and seconded by Gordon Street to authorize the transfer of funds from the FY2025 TIF budget to reserves for the FY2026 Budget as listed below:

\$19,008.79 for wharfs in recreation to wharf reserve \$15,000.00 in debt payments for the FY2025 fire lease payment \$4,198.99 in the Communication budget to Events reserve \$22,860.25 in donations and income for events to Events reserve

These transfers are needs as the invoices have not come in at this time. If we do not transfer these amounts over it would put us in the negative in the new fiscal year.

Councilor Trask if any of this money could be put into the dam reserves.

Ms. Birtz stated that the only amount that could possibly be used would be the \$4,198.99, but with costs increasing, Shawn would need that money for events this year.

VOTE: 5-0

24. Future Agenda Items

Gary Gordon Statue
Wreaths Across America
Dam update
Update on properties being added to the tax rolls

25. Executive Session (0100)

Motion made by Gorson Street and seconded by Marscella Ireland to retire into Executive Session Pursuant to Title 1 MRSA Section 405 (6) (A) Personnel.

VOTE: 5-0

TIME STARTED: 8:21pm

TIME CLOSED: 8:56pm

26. Adjourn

Motion made by Stephen Clay and seconded by Daniel Summers to adjourn the meeting at 8:56pm.

VOTE: 5-0

Respectfully Submitted by: Town Clerk Ann Morrison, CMC, CCM

Upcoming Meetings and other Noteworthy Items:

August 6th	Finance Committee-Payroll-4:30pm
August 6 th	Planning Board- 6pm
August 7th	Finance Committee- Warrant- 4:30pm
August 8th	Farmer's Market-Veteran's Square- 10am to 2pm
August 11 th	Regular Town Council Meeting- 7pm
August 13th	Finance Committee-Payroll-4:30pm
August 15 th	Farmer's Market- Veteran's Square- 10am to 2pm
August 20 th	Finance Committee- Payroll- 4:30pm

August 21 st	Finance Committee- Warrant- 4:30PM
August 22 nd	Farmer's Market- Veteran's Square- 10am to 2pm
August 27 th	Finance Committee- Payroll- 4:30pm
August 29th	Farmer's Market-Veteran's Square- 10am to 2pm
September 5 th	Nomination Papers due to the Clerk's office no later than 5:00pm

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MEMORANDUM

To: Rick Bronson

Town Manager

Fr: Steve Levesque

Economic Development Advisor

Re: Economic Development Report

Dt: August 28, 2025

Following is an update on our current economic development consulting activities on behalf of the Town of Lincoln thru August 2025.

Our focus this past month has been involved with: 1) the various complex issues associated with facilitating the Biofine project; 2) managing several property leases and options; 3) managing several environmental clean-up grant applications and contracts; 3) working through the development of industrial wastewater management solutions associated with Biofine; 4) developing and managing an on-going, large-scale vision and implementation strategy for mill site redevelopment; 5) facilitating several grant and loan applications for environmental remediation infrastructure and new building development; and 6) facilitating several business development clients. Following is a general bullet list of our activities over the past several months:

- Continue to work with Town Manager, Town Attorney, and engineering consultants to fine-tune infrastructure needs and associated costs to support Biofine and overall mill redevelopment efforts;
- Continue to work with environmental consultants and Economic Development Administrator on timing of remediation efforts above;
- Worked with Economic Development Administrator and Designlab on development of Lincoln marketing presentations;
- Continue to work with environmental consultants, EMDC and others on identification of future grant funding programs to support future capital and environmental assessment and remediation needs, including industrial wastewater management.
 - To date, Lincoln received \$15,604,649.00 in grants and loans, and have \$8,260,000.00 in outstanding pending requests, to support the redevelopment of the former mill site, from a variety of federal and state sources. These funds are being utilized and intended to support environmental characterization and remediation; building demolition; replacement of aging infrastructure; and new business development at the Lincoln Technology Park. Our team is actively managing these projects and their related administration functions. We anticipate applying for up to \$17,000,000.00 in additional environmental clean-up funding this fall.

- ➤ Saw the completion of the environmental remediation and related removal of old Bldgs. 6 & 7;
- The Town was recently awarded a \$5 million grant from EPA Brownfield funds to assist with environmental remediation and building demolition;
- Worked with EMDC to secure \$365,000 in Brownfields RLF funds for permitting and remediation;
- Worked with our environmental consultants to submit \$2,160,000 application to Maine DECD Brownfields program for Asbestos consolidation area preparation. We were awarded \$1 million for initial efforts;
- ➤ Continue to work with the EDA, EMDC and our engineering and environmental consultants to finalize a \$3,760,000 application to the US Economic Development Administration to construct the Innovation Center and received preliminary approval from regional office (still awaiting final approval at federal level). Also submitted \$500,000 grant application to MTI for match, which was not awarded;
- > Successfully worked with Ruth and Vicki and NMDC staff to convert \$638,000 grant to now support equipment and furnishings for the Innovation Center;
- > Working with the USDA on a funding for the industrial wastewater treatment facility;
- Successfully worked with Town Manager, Economic Development Administrator, Town attorneys and State officials on Mill Facilities District Legislation, which was signed by the Governor;
- Worked with Town administration and legal counsel, and EMDC to finalize and fund short-term development loans for Biofine;
- Worked with Town Attorney, staff and environmental team and the DEP to develop beneficial use case for use of asbestos containing materials for fill of future solar farm;
- Worked with Town staff and Form Energy and Revisions Energy to draft lease term sheets and received approval for both by LLIC Board and Town Council;
- Worked with Town Attorneys, Town staff and representatives of FORM Energy and Revision Energy to finalize lease and option agreements (Revision lease option has been completed);
- > Worked with Biofine to facilitate DEP required public session;
- Worked with Town staff, attorneys, and consultants to prepare and distribute rfp for design of the industrial wastewater treatment facility;
- We have researched and reached out to over 170 companies (both domestic and international);
- Congress has approved our request for \$3,500,000.00 in funding for infrastructure improvements to the mill site, as recommended by both Senator Collins and Senator King. I am pleased to announce we have executed the final contract and are working with HUD staff to begin the draw-down process and start the work efforts;
- ➢ Because of the energy components of the mill site and our progress made to date on Biofine and Form Energy, the Town has been selected by the State Energy Office for the provision of Technical Assistance by their national consultants (HR&A

- Advisors, Inc.) to assist the Town staff in refining our vision and operational plan for the remainder mill site:
- Work with Town staff and attorneys to affect LLIC and Lincoln Mill Facilities District (LMFC) regular and organizational meetings;
- We have been notified by both Senator Collins and King that the Senate Appropriations Committee (vote 28-1) has submitted the 2025 CDS budget request to include Lincoln's \$4,500,000 request to support additional infrastructure improvements at the mill site. (However, all CDS 25 projects, including this project, were canceled by Congress in the recent budget approval) However, we have been invited to resubmit for FY 26, which we are in the process of;
- ➤ We have resubmitted a \$5,400,000 CDS request to replace the canceled 25 CDS funding applications. We have been advised that \$4,000,000 for this project has been moved by the Senate Appropriations Committee as part of the overall HUD package. The full Congress will need to vote to approve, and the President must sign the bill; and
- We worked with environmental and legal team with DEP on submittal of permit to facilitate asbestos management on the mill site, which was approved. The permit work was funded through a Brownfields grant from EMDC.

As illustrated, there is a significant amount of activity occurring at the former mill site. We are actively managing a large number of environmental clean-up and infrastructure grants and loans, with a number still awaiting final approvals, as well as working with a number of business prospects. With such large workload, we are fortunate to have added Dr. Rusbult to the team to assist with grant administration and management. The focus of our efforts in the coming months, in accordance with our work plan will be:

- Finalize Form Energy lease option and lease agreements;
- Work with Town engineers and staff to conceptualize workforce housing project and prepare developer rfp.
- Continue to work with the Town team and Biofine to develop a Services Agreement to bring before Council/Facilities District Board;
- Work with HUD Town staff and engineers to start the HUD CDS 24 infrastructure effort:
- Work with Town team to finalize tax increment financing plan for mill site and other key areas of the community;
- Continue to work with the State, Town Manager, Economic Development Administrator, and others to respond to the requests and needs of several business prospects;
- Continue with business attraction outreach efforts;
- Continue to identify and seek additional federal and/or state funding to support all activities:

- Continue to work with engineering consultants, Town attorney and staff, DEP staff and Biofine reps to develop long-term industrial wastewater management program which supports the Biofine project and accommodates future mill site development activities and secure funding;
- Continue to work with Town Manager and Economic Development Administrator on development of mill site lease and sale pricing strategy;
- Continue to evaluate with LLIC the feasibility and interest in building a new "flex" industrial facility on the mill site;
- Work with Economic Development Administrator, our engineering team, and others on development of grant applications for funding for the Innovation Center project and other potential projects;
- Continue to work with Town team to manage the Mill Facilities District;
- Continue to work with the Town team, environmental consultants, the EPA, and State to further develop a long-range environmental remediation strategy and funding plan, to include a schedule for redevelopment of the mill site;
- ➤ Continue to work with environmental team to map-out and coordinate 2025 grant applications;
- Continue to work with Economic Development Administrator to develop short and long-range mill site and Town economic and community development strategy;
- ➤ Work with State team and their technical assistance consultants (HR&A Advisors), who will assist us with various aspects of the mill site redevelopment efforts;
- Work with Town staff on enhancement of the Lincoln Technology page on the Town's website and a newsletter; and
- Continue to work with Town staff on mill redevelopment, airport opportunities, community capital needs and other emerging economic development issues.

- MONTHLY REPORT-

DATE: September 3, 2025

TO: Rick Bronson, Town Manager

FROM: Ann Morrison, Town Clerk

RE: August Monthly Report

ACTIVITIES: I have been busy this month putting together the Town's Annual Report. This is always a huge undertaking getting all the information needed from various staff members and then compiling it into a professionally bound book. My goal is to get the finished product to the printer by the middle of September in order to have copies available at the beginning of October.

I completed annual evaluations on each of my employees and had valuable discussions with each of them.

Some of my employees, including myself, used some vacation time this month and what a gorgeous month this has been!

Traffic has increased in the office with people taking out nomination papers for the various seats available at the November election. Currently, there are seven sets of papers out for the 3-three-year RSU67 seats with five sets being returned and verified, ten sets of papers have been issued for the 3-three-year Town Council seats with six sets being returned and verified. Three sets of papers have been taken out for the 2- three-year seats on the Sanitary District board with two sets being returned and verified and one in the process of being verified. Finally, four sets of papers for the Town Council one-year seat have been issued with two sets being returned and verified.

TRAINING: Marci attended a dog training online to gain information on the upcoming licensing year. With the new statewide dog program, the state implemented this past fall, there is still lots

Monthly Transactions	August FY25
Paid Trash Passes	46
Complementary Trash Passes	56
Refrigerator Disposal	20
Tire Disposal	12
Notary / Dedimus / Copy / Fax	17
Library Fees Reconciliation	3
Police Fines & Fees Reconciliation	9
Concealed Weapons Reconciliation	5
Demo / Shingle Permits	94
ATV / Snow sled Registrations	56
Boats	22
Hunting/Fishing	12
Certified Birth	44
Marriage Intentions	10
Certified Marriage	17
Death Certificate	27
Burial Transit / Disposition	0
Cemetery Lot Sales	0
Grave Openings	5
Real Estate Taxes	353
Lien Payment	23
Personal Property Taxes	19
Motor Vehicles	504
Dogs	16
Total	1370
Motor Vehicle Rapid Renewal	30
Boat Rapid Renewal	4

we need to know before licensing begins in October. She brought back valuable information to share with the rest of us in the Clerk's office.

MONTHLY REPORT

DATE: August 26, 2025

TO: Rick Bronson, Town Manager

FROM: Melissa Quintela, Treasurer

RE: August 2025

PROJECTS:

This month Cindy and I have been busy cleaning up FY25 paperwork and filing it away in our storage area. We also take this time of year to destroy files that we are allowed to destroy using the state retention schedule. Most items have to be retained between 5-7 years. Some items we must retain for a longer period and some we can never destroy. Since we are limited on storage space, we attempt to follow this schedule as closely as possible.

We are starting work with our audit firm and are starting the FY2022 audit. Ed has been scanning in documents we know we will need for this audit and we will await their request.

GENERAL ASSISTANCE:

This month has been very busy with General Assistance request. We have had a large number requesting help with electric and rent. We are finding that some residents have signed payment arrangements with Versant to avoid cutoffs and then have not honored the arrangements. Versant then wants payment in full which sometimes is well over \$3,000.00. Cindy and I both contact the State General Assistance office to determine what the Town will do for these families. Unfortunately, the Town may have to pay by State Guidelines to keep the requestors electricity on. We also could have to pay to keep an eviction from happening even if it exceeds the General Assistance Maximums. We both will negotiate with Versant or the Landlords to pay the least amount to keep power on or avoid the eviction.

TRAINING:

Cindy attended a Zoom training on Sexual Harassment and I attended one for Cyber Security. We will both be using this information to present to the town staff on our training day September 17th.

MONTHLY REPORT

DATE: September 2, 2025

TO: Richard Bronson, Town Manager

FROM: Ruth E. Birtz, Economic Development Administrator and Assessor

RE: Monthly Report for August

Assessing:

The mil rate was set at the Town Council Meeting on August 11, 2025 at \$15.68 per thousand. Unfortunately, later that week a resident came in and discussed the calculation to come up with a 30% increase. Upon checking he was correct. The land value had been increased by an additional 30%. I tried to go into TRIO to fix this error and it started deleting Assessing information. This was Friday August 15. I advised the Town Manager and the Treasurer of this error. We called TRIO to explain our situation. To make this brief the situation apparently is quite common and usually Town's valuation doubled, so we were told we were the lucky ones. It took them until August 26th to fix the error. We will revisit the mill rate on the 8th of September and commitment has been moved to September 15th. TRIO is the software that the majority of municipalities use. The Assessors group is always discussing errors and problems they have with the software. In fairness, the other software providers have similar if not worse problems with their software.

TIF Budget Report:

Below is the estimated TIF budget for the FY2026. This budget will not be final until commitment in August. These are the proposed numbers and referenced to show current expenses. Expenditures in Events and in Recreation are typically high. Summer activities mostly occur in July-August and Loon Fest is also in July. This is anticipated and typical.

TIF-Rollins	Budget	Expended	Balance	% Budget	%Income received
Events	\$74.945.00	\$53,477.03	\$22,467.91	71%	
Economic Development	\$260,000.00	\$76,811.68	\$183,188.32	29%	
Communications Director	\$118,851.72	\$27,795.83	\$91,058.89	23%	
Debt Service	\$67,000.00	\$0	\$67,000.00	0%	
Utilities	\$14,000.00	\$8,754.90	\$5,245.10	62%	
Cemetery, Parks and Recreation	\$82,280.00	\$52,521.55	\$29,758.45	63%	
Totals Rollins	\$661,297.55	\$219,360.99	\$441,937.46	35%	0%
Reserve-dam	\$24,534.47	\$883.60	\$24,534.47	0%	
TIF Bangor Gas	\$79,821.17	\$0	\$79,821.11	0%	
TIF Lakeview Senior Housing	\$50,694.83	\$0	\$50,694.83	0%	

Economic Development:The current grant-loan-remediation efforts at the mill are listed in the following chart.

Grant	Loan	Source	Status	Project Description
205,000		MDF	Received and closed	Environmental Studies
650,000		EPA	Received/closed	Environmental assessments
\$250,000	\$250,000	MDEP	Received/in process	Remediation Biofine parcel
\$366,250	\$366,250	MDEP	Received/ closed	Remediation of building 6&7
\$750,000		EPA	Received/in process	Remediation of Lagoons and waste water treatment plants
\$194,000 \$50.000	\$140,000	EMDC DECD	Received /in process	Remediation building #22
\$70,000		EMDC	Received/closed out/completed	Permitting of Asbestos containment site
\$15,000	\$15,000	EMDC	Received/in process	Scale Shack remediation
\$1,550,000 (\$500,000)	\$500,000	MDEP	submitted/and awarded a grant loan in a smaller amount	Construction of asbestos containment site
\$3,500,000		CDS	Received /Application has been processed/contract pending.	Utility and road upgrades Depot street entrance
\$5,000,000		EPA	Received/in process	Lot 3 Remediation
\$500,000		EPA	Approved in process	Community Wide Assessment
\$4,000,000		EPA	Submitted/denied Will resubmit	Lot 3 West Remediation
\$4,000,000		EPA	Submitted/ denied will resubmit	Lot 4 east Remediation
\$4,000,000		EPA	Submitted/ denied will resubmit	Lot 4 West Remediation
\$4,000,000		EPA	Submitted/ denied will resubmit	Lot 5 Remediation
\$400,000		EPA	Approved in process	Remainder of lot 2 remediation
4,500,000		CDS 2025	SEE NOTES	Utility and road upgrades Scale Road Entrance
4,000,000		CDS 2026	Submitted and preliminary approval received.	Utility and road upgrades Scale Road Entrance
	15,000,000	RDA	In process/approved	Waste water treatment plant
3,700,000		EDA	Submitted this month, received approval of first phase of grant process, now in second phase of approval	Innovation center
638,000		NBRC	Received/in process	Innovation Center
	\$500,000	MTI	This application was denied.	Gap funding innovation Center
	\$450,000	MDA	Submitted and approved	Gap funding innovation center
\$100,000		EPA	Received and work performed and administered by EPA	Planning Brownfield Remediation technical assistance

Economic Development Table notes;

- 1. Total grant awards received \$17,484,250.00
- 2. Total loan awards with terms starting when the mill site starts to turn a profit, or interest only. \$1,271,250.00
- 3. Loans for gap funding and waste water not yet received, \$15,950,000.00.
- 4. Total pending applications construction \$3,700,000. The EDA grant for the Innovation Center has received phase one approval, this has been put on hold by the Trump Administration. All applications denied this year will be resubmitted this year for consideration.
- 5. We are currently working on the RFPs for the reconstruction of Depot Street and the water and sewer lines into the Innovation Center and Biofine.
- 6. We had submitted a second CDS request for 5.4 million for infrastructure improvements on Scale Road. We received preliminary approval for 4 million.
- 7. The 638,000 NBRC grant that was requested for construction of the Innovation Center has been on hold for 4 years now. The primary reason was \$638,000 would not be near enough to construct the facility. We are in process of applying to EDA for this. NBRC has approved our request to use this grant for furnishing the facility. We have been approved and given the go ahead to move forward with this.
- 8. ACM area is complete; the Town Council will be asked to approve this bid at the September Council meeting.
- 9. Building 22 and the scale shack remediation efforts have begun.
- 10. The lagoons have been de-watered. The next step in this project is sludge removal.

Grants outside the mill site; I received the \$70,000 grant filed on behalf of public works for stormwater. A grant for \$650,000 has been submitted to FEMA for repairs and engineering on the dams. Work has also begun on a DOT grant for reconstruction of the rail spur at the mill site.

Passport Activity:

Passport activity is listed below.

	FY20	FY21	FY22	FY23	FY24	FY25	FY26
MONTH							
July	28	1	10	17	16	13	18
August	27	3	10	15	14	7	19
September	7	2	4	5	6	13	
October	23	5	8	22	8	20	
November	18	3	9	9	4	7	
December	26	3	10	20	6	9	
January	22	5	6	33	32	28	
February	22	2	9	24	13	23	
March	5	8	14	12	27	22	
April	0	7	9	7	23	36	
May	0	7	7	17	19	23	
June	0	9	9	15	13	26	
Totals	178	55	105	196	181	227	



POLICE MONTHLY REPORT

To: Richard Bronson, Town Manager

From: Lee Miller - Police Chief

Date: August 29th, 2025

RE: Police Department Report for August 2025

Police Department Updates

Message from Chief Miller

This month brought a unique challenge with several team members taking well-deserved vacations. To ensure coverage, many of our officers worked extra hours so their colleagues could enjoy time off. I continue to be impressed with the dedication of our staff and the commitment they show to one another and to the community. In my eight months here, I've gained a true appreciation for just how busy Lincoln is. We respond to a significant volume of calls, and while some days are particularly demanding with only one officer on duty, we remain focused on building toward proper staffing levels to better meet the needs of our community.

I am also pleased to share that our first-ever National Night Out, held earlier this month, was a tremendous success. As with any new event, there were questions about turnout and impact, but the community response exceeded all expectations. Families, youth, and residents of all ages came together for food, games, music, and great conversation—creating an evening that showcased the strength of our community spirit. This success was made possible by the hard work and dedication of many individuals and organizations. Our sponsors were especially vital:

- **Walmart** for their generous grant and volunteer support.
- Steak & Stuff, Hannaford, and Dollar Tree for donating food.
- McDonald's for providing all of the ice.

National Night Out demonstrated the value of partnerships and the power of community engagement. I want to sincerely thank everyone who participated, volunteered, or donated. We are already excited to build on this momentum for next year's event.

Policies and Administrative

Last month, I shared information about our newly formed partnership with Community Health and Counseling Services. I'm happy to announce that Kate from CHCS will now be working with us one day each month. Her role will be to assist with mental health, homelessness, and repeat call situations, helping us approach these issues in a non-law enforcement way. This partnership will allow us to connect more people with the services and resources they need.

One matter that requires our attention is the presence of mold in the Police Station, which is scheduled for discussion at the September workshop. I have spoken with the landlord, representatives from the state courthouse building, Penobscot Cleaning Services, and Mr. Nick Ferrala from the State's Safety and Environmental Services office to gather as much information as possible. The health and safety of our employees must remain our highest priority, and based on my discussions with Mr. Larkin regarding his proposed remediation plan, I have concerns that his approach does not meet the accepted standards for properly addressing mold. His plan does not include the use of a certified mold remediation company or the specialized equipment that is typically necessary to ensure the space is safe for occupancy. In fact, he initially indicated that staff would not even need to vacate the affected area, which contradicts best practices and raises significant concerns about safety.

In addition to the area currently being used by the Police Department, there appear to be other areas within the building that raise questions about possible mold concerns. Compounding the issue further, exterior problems with the property have not been addressed, which could continue to contribute to interior conditions if left unresolved. Despite these ongoing issues, the landlord has pressed to begin work inside the building. I have made it clear that remediation cannot proceed without a proper plan in place, carried out by qualified professionals, to ensure the work is done safely and effectively.

For comparison, when mold was discovered in the state courthouse, staff were relocated immediately out of precaution. This response highlights the seriousness with which mold issues should be handled and suggests we must also explore alternative solutions to protect our employees until proper remediation occurs. Mr. Ferrala echoed these

Policies and Administrative Cont.

same concerns, stressing the importance of ensuring that remediation is done correctly and safely. He further advised that the affected area should not be used as regular office space, while occasional entry to retrieve files may be permissible, full-time use of the space as a work area is not recommended.

Given these circumstances, it is important that we work with the landlord to ensure remediation is completed by a qualified professional using the appropriate methods and equipment, and that any contributing issues outside the building are addressed before repairs are attempted inside.

I attended the quarterly Crisis Intervention Team (CIT) regional council meeting, where we discussed a wide range of topics related to mental health. These meetings also provided the opportunity for me to help facilitate our new partnership with Community Health and Counseling, which will strengthen our ability to connect individuals with the services and support they need.

We were recently notified by the State that concealed weapons permit fees will be increasing effective September 24th. The new fee structure will be \$50 for new permits and \$35 for renewals. To the best of my knowledge, this is the first increase in permit fees in quite some time.

We are still waiting on a couple of the new cruiser to arrive before they will head to outfitter to get fitted for cruisers. I have one cruiser that the detective drives that I have taken off line as it can not pass inspection and will have a significant cost to fix.

Grants

Last month, we were awarded a \$25,000 grant to improve our evidence room storage. We are currently working on the design and exploring options to ensure the storage system will work effectively, even if it needs to be located in a different space.

In addition, we are preparing applications for two Highway Safety grants—one focused on speed enforcement and the other on OUI enforcement. These grants reimburse departments for enforcement details, and with additional staff, we'll be better positioned to complete them. As part of the Drug Recognition Expert (DRE) program, officers are required to complete specialized out-of-state training to gain certification. Highway Safety covers the cost of

Grants Cont.

this training, and I will be submitting the grant request to ensure our officers can participate.

We recently received funding through the Community Foundation grant, which allowed us to purchase Guardian Angel safety lights this month for all of our officers. These lights can be worn on their uniforms to increase visibility when directing traffic and can also serve as an additional flashlight when needed.

Staffing

Officer Nic Milner and Officer House were officially sworn in as police officers the week before leaving for the police academy. This was a special milestone in their careers, and we encouraged them to invite their families to share in the moment and celebrate this important step together.





Officer Nic Milner and Officer House have now completed their first few weeks at the police academy.

When I checked in with Officer Milner last week, he shared that things are going well, saying, "It's good actually—a change that I needed." They have about 16 weeks remaining before graduating in December. Following graduation, they will begin three to four months of field training before moving on to solo patrols.

On the hiring front, we are still working to fill two open positions. We have a second interview scheduled next week, and if that goes well, we will move forward with the next steps in the process.

Patrol Highlights Cont.

We are excited to share that Officer Morales has been accepted into the Drug Recognition Expert (DRE) School. This specialized training equips officers with the skills to evaluate individuals suspected of operating under the influence of drugs. DREs conduct a series of detailed assessments to determine impairment and identify which of the seven drug categories may be involved. I previously served as both a DRE and a DRE instructor for more than ten years, and I can say with confidence that having a DRE on staff is a tremendous asset to our department.

We also had the opportunity to send Officer Peters to two valuable School Resource Officer (SRO) trainings. The first was a foundational course on the role of an SRO, and the second focused on school safety—specifically, how to assess risks and develop comprehensive safety plans for our schools.

Additionally, we launched a new online training program for our supervisors through the Daigle Law Group, one of the nation's leading law firms specializing in law enforcement liability and training. This program delivers monthly courses that address a wide range of supervisory responsibilities. As the "gatekeepers of liability," our supervisors must be among the most knowledgeable members of our department, ensuring they can provide sound guidance and the right answers to the officers they lead.

Patrol Highlights

In August, we responded to several notable incidents. One involved a burglary in which a suspect had unlawfully moved into a residence without any legal right to be there. The individual was arrested and additionally charged with violating bail conditions and possession of an unlawful scheduled drug.

We also discovered someone camping on the mill site property. Initially, we believed it to be the same person we dealt with earlier this summer, but this individual had also planted marijuana plants on the property. Working with the Warden's Service, we set up a camera that fed directly to Detective Jacobs' phone. This allowed us to capture an image of the suspect, respond quickly to the area, and locate him.

The suspect was found to be wanted for probation violation, and during the attempted arrest, he assaulted a warden. He was ultimately taken into custody and charged with multiple crimes, including criminal trespass and assault on an officer.

Later in the month, we assisted the fire department with a wildfire believed to have been started by a vehicle. Our team worked alongside firefighters, and we retrieved additional hose to help them reach deeper into the woods. Officer Milner also deployed our drone to assist in identifying and monitoring hot spots.

Community Outreach

I met with both the high school and middle school administrations to discuss the role of our School Resource Officer (SRO) and to establish clear guidelines moving forward. These meetings were also an opportunity to reinforce the importance of maintaining a strong working relationship, ensuring that administrators feel comfortable reaching out to me at any time. It is important to me that their expectations of the SRO are being met and that we continue to build trust and collaboration. Both school reassured me that the program works well. They recently moved Officer Peters office in the high school to the front of the school, she has access to cameras and the ability to be more visible.

As the school year begins, our priority is for the SRO to review and understand each school's safety plan and to work closely with administrators to ensure that safety remains a top priority across all of our schools.

MONTHLY REPORT

DATE: September 3, 2025

TO: Richard Bronson, Town Manager

FROM: Les Brown Fire-EMS Chief

RE: August 2025 Monthly Report

ACTIVITIES: We are preparing to hire a replacement to replace Andrew Rideout. We had three complete the fire academy this month.

TRAINING:

We have done our daily, weekly, and monthly training for the month.

BUDGET/OVER TIME

Vacations, floaters, and employees taking classes has been our overtime this month. Grants for training are being used.

Ambulance Runs & Transfers								
EMS	Transfers	Fire						
Runs	Included	Calls						
158	16	54						
**								
0								
54								
	E M S Runs 158 	E M S Runs Included 158 16						

Ambulance Runs & Transfers

MONTHLY REPORT

DATE: September 3, 2025

TO: Rick Bronson, Town Manager

FROM: Dennis Bullen, Public Works Director

RE: August, FY26

ACTIVITIES:

August of 2025 will go down as a hot, dry and dusty month. The drought conditions experienced in July carried thru nearly the entire month, having both positive and negative results. The positive is that the crews lost nearly no time due to weather and were able to make significant progress on a number of annual assignments. The negative being the dusty conditions on many of our unimproved roads and the increased difficulty in excavating on many of the job sites.

The dry conditions did however, allow the culvert crew to whittle down the culvert list for the year. Once the Department set in motion the replacement operations, little time was wasted as culvert after culvert was replaced. The season began with 18 replacement or adjustment locations and an additional 2 locations were booked during the season. At months end, only two locations remained.

The sweeper was deployed this month, first on intersection detail, sweeping multiple intersections such as Stanhope Mill Road/ Phinney Farm intersection and Halftownship Road/Curtis Farm Road intersection of sand and gravel and then continued on to basin detail, beginning, the at times, arduous task of clearing out the Storm Drain Catch Basins located thru town. This deployment will continue, likely for the duration of the Summer and well into the Fall. This is the first year we have performed this undertaking in-house and thus far has been a success.

A sizable patch job was concluded this month, with the patch crew repairing several large defects in the library parking lot. A total of 4 tons of asphalt was used in the multiple day effort. This job was done in conjunction with multiple other jobs at different locations.

The three area stream crossings were maintained this month. This task consists of trimming any overhanging or overgrown brush from the Frost Street, Town Farm Road and Station Road stream crossing locations. Any flotsam or vegetation in the water is also removed so as not to restrict the flow of the water, potentially causing flooding and subsequently erosion damage. This is an important maintenance task and is performed annually.

Closely resembling this work was the dispatch of a tree trimming crew that pruned back multiple trees that had begun to overhang some of our roads, thereby becoming into conflict with our dump trucks. As part of this assignment, the associated drainage ditches were also cleared out, assuring a positive flow when rain does return or snow arrives and melts off.

The long-awaited Margurite Flanders Playground sign installation that is to be located on Main Street began and will be completed by months end. Much of the labor required for this project fits into the manual category and it must be said that the crew did not complain a bit.

The Public Works Department hired an Operator to fill the vacant position. This hire proved to be an erroneous decision as the newly hired individual quickly proved that he was NOT the person for the job. Josh Swahn worked a total of 3 weeks before he was let go. His failure to coexist with nearly every member of the crew was what ultimately led to his dismissal. Thus far, his replacement, George Williamson seems to be an improvement. There will be a slightly steeper learning curve with George than it would have been with Josh but that is just the way it is.

Mechanical issues this month were not kind to the Department. The grader suffered a significant front-end failure that required a total disassembly, seal replacement, alignment pin replacement, line boring and pinion replacement. This repair process is undergoing at the time of this report and will not be inexpensive. Preliminary estimates are in the neighborhood of \$15,000. Truck #7 did receive an electrical repair performed at the Freightliner facility and from there went to Skowhegan to the H.P. Fairfield facility to accept a new dump body. This replacement should be complete by the first week of September. The resident mechanic also performed the annual service on all the Fire Department apparatus including the Ladder Truck, Trucks 531 and 532 and Truck #4. A repair to the Transfer Station Trailer #2 was ongoing at months end. All normal PM was performed and records of same are kept at the facility.

MONTHLY REPORT

DATE: August 29, 2025

TO: Rick Bronson, Town Manager

FROM: Dennis Bullen, Transfer Station Director

RE: AUGUST, FY2026

ACTIVITES:

August saw the continuance of the abnormally hot and dry weather experienced in the area. This did not slow the traffic visiting the facility however. A steady flow kept the crew busy, especially during the morning hours as folks made an effort to beat the heat. SMW and recycling totals were on par with expectations, with cardboard surging upward, averaging over a bale per day for the month.

As mentioned, cardboard led the way in the daily recycling efforts. 24 bales were collected and processed with this report being generated 2 days before the end of the month. Continuing the current pace, likely 2 or even 3 additional bales will be collected and will be included in next months totals. In addition to the abundant cardboard, a single bale of Newspaper was processed along with a single bale of #2 plastic. A separation effort is now in place for the #2, as the opaque or clear plastic brings a much higher price than does the colored. After some trial arraignments, an acceptable system is now in place.

The brush pile was ground and removed from the site this month. Maine Logistical Solutions completed the task and did a good job. This company has performed this work for us for several years prior. Seventeen loads of ground material were trucked off, with this being part of the payment for the service they provide us.

The fire pit burned for 3 days at the very beginning of the month, before the state wide fire ban that was enacted as a result of the drought. This has caused a build up of material to be burned and a dose of rain would surely be helpful.

SMW totals for the month were what is expected this time of year. 285.02 tons were conveyed to the Juniper Ridge Landfill. The EPEC facility, formerly known as PERC continues to make slow progress toward re-opening with a single boiler. A representative of the company has been keeping us apprised on regular intervals as to the status of the repair effort being made there.

Mechanical issues were minimal this month. The derelict backhoe continues to limp around the facility and is eager for retirement. A replacement is coming soon. Trailer #2 received a hinge repair as the door had become hinge bound. All PM was performed and records of same are kept at the facility.

Materials Shipped:

The following table is a running tally of materials that left the facility this year. This table also reflects a running total for the Fiscal Year.

Materials Shipped

Materials	MTD	FYTD	Comments
Cardboard			1000lbs. per bale
Newsprint			1700lbs. per bale
Plastic #2			700lbs. per bale
SOW			780lbs. per bale
Light Iron & Tin	1 Loads	3 Loads	Tons vary per load
Glass			
Ash	1 Load	8 Tons	12-15 tons per load
Waste Oil		1,000 Gal	Gallons shipped
E-Waste *	1,000 LB	6,700 LB	LB. of items shipped
Equipment Tires			Tons of items shipped
Freon Removal	36 Units	146 Units	# Of units
Fluorescent Bulbs Mixed		437 Bulbs	# Veolia for recycling
4ft Bulbs		240 Bulbs	# Veolia for recycling
8ft Bulbs		25 Bulbs	# Veolia for recycling

Juniper Ridge Landfill SMW Delivery Totals Trash Tonnages

Fiscal Year 2025

Fiscal Year 2026

Month	Tons	Tipping	Cost	Month	Tons	Tipping	Cost
July	404.22	\$95.00	\$ 38,400.90	July	330.08	\$95.00	\$31,357.60
Aug	349.32	\$95.00	\$ 33,185.40	Aug	285.02	\$95.00	\$27,076.90
Sept	332.71	\$95.00	\$ 31,607.45	Sept		\$95.00	
Oct	334.24	\$95.00	\$ 31,752.80	Oct		\$95.00	
Nov	295.71	\$95.00	\$ 28,092.45	Nov		\$95.00	
Dec	296.45	\$95.00	\$ 28,162.75	Dec		\$95.00	
Jan	281.18	\$95.00	\$ 26,712.10	Jan		\$95.00	
Feb	238.20	\$95.00	\$ 22,629.00	Feb		\$95.00	
Mar	296.07	\$95.00	\$ 28,126.65	Mar		\$95.00	
Apr	288.41	\$95.00	\$ 27,398.95	Apr		\$95.00	
May	388.5	\$95.00	\$ 36,907.50	May		\$95.00	
June	342.88	\$95.00	\$ 32,573.60	June		\$95.00	
Total	3,847.89	\$95.00	\$ 365,549.55		615.10	\$95.00	\$58,434.50

MONTHLY REPORT

DATE: September 3, 2025

TO: Richard Bronson, Town Manager

FROM: Brendan Crocker, Cemetery, Parks and Recreation Director

RE: August 2025

ACTIVITIES:

August was a busy month in the Cemetery, Parks and Recreation department. We were dealing with one season ending while another was starting. The waterfront staff was wrapping up the last couple weeks of swim lessons. This was a very successful year with the completion rate, out of the 90 kids who participated 69 of them completed all of the requirements which resulted in a 76% completion rate which is one of the highest rates that they have had in years. Not only was the staff busy with swim lessons but they averaged between 50-60 patrons at the beach each day, 10-15 kayaks/paddleboards were signed out each week and 50-60 lunches and 25-30 snacks were handed out as part of the free lunch program. Unfortunately, the month was not without its downside, a lifeguard was let go due to inability to complete the duties of being a lifeguard. This was done to maintain the trust of patrons who visit the beach each day that their safety was being maintained. Overall, it was a successful last month of summer at the Waterfront.

One last note from the waterfront side of things, Sue Theriault has decided to pass on her role as Waterfront Director after 25 years. She was a guiding force in making the Waterfront what it is today and making sure that every citizen that visited the beach was safe and had an enjoyable experience. Sue will be sticking around to help teach swim lessons which is one of her passions while using more of her free time to spend time with her kids and grandkids that live out of town.

August was also the start of a couple of our fall recreation programs which were football and fall cheering. Football equipment hand out was on August 4th & 5th and practices started the week of the 11th. The football league that we are a part of follows a similar program as that of local high schools where the first couple practices are helmets and practice jerseys only, followed by helmets and should pads for a couple days and then finally moving into full pads. This is to ramp them up slowly to full contact instead of launching into it right at the beginning

of the season. Fall cheer also started around the same time so that they would be ready for the first game of the football season on August 31st. Coed soccer, travel soccer and flag football will start the first weekend of Sept. The new sign for the Flanders playground was installed the last week of August by Dennis and his public works crew, the sign looks great!

Due to the dry month of July and August the cemetery crew was able to take a few days each week to start some general maintenance on the walking trails. They have been in need of some trimming and a little bit of ditch work to drain water a different way. The crew was able to start the trimming process and will continue it in the spring along with the removal of some trees that were pushed off the trail but only barely. Cody was also able to make up a couple doors for the concrete tanks that were put in the ground to help run the conduit for the lightning project when that was stopped a few years ago. These tanks had openings in them that people would be able to climb down in them and possibly get trapped especially kids. During the month we were also struck with some equipment failures. The dodge crew cab truck that we have was due for an inspection and failed due to leaf springs and brushings. The truck also has an engine tick which Thornton Bros believes are the lifters. The bobcat went down at the same time as the truck with a head gasket, water pump and coolant tank issue. Each fix would cost anywhere between 2 and 5k. Due to the age of the bobcat and the recommendation from Jordan Equipment that the best course on that machine would be to replace the engine entirely, we have gone to bid on a new machine. The bid closes Friday August 29th @ 1pm. We have fixed the issues with the truck to get it inspected so that it is available for us to use at this time while we decide to fix the lifters or go to bid on another truck.

During the month of August, we had four cremations and zero full size burials.

BUDGET:

Two months into the fiscal year things look to be in good shape. Due to the issues stated above about the cemetery equipment there is a chance that equipment maintenance line could be overspent due to the size of the amount to fix one of the issues and budget line not being equipped to handle that size of fix. Due to dedicating finances towards equipment the last few years, there is money in reserves for both these items if needed.

MONTHLY REPORT

DATE: 8/18/25

TO: Rick Bronson, Town Manager

FROM: Lauren A. Hakala- Library Director

RE: Monthly Report for August 2025 (August 29th Deadline).

Library Activities and Children's Programing: The Summer Reading Program: Level up at your Library went out with a lovely End of Summer Reading Party! We had a bounce house, coolers full of water and frozen treats (that made it just about the whole time) and a side yard full of bubbles. The top readers of the Level up wall were a 9-yr old and a 3-yr old each reading over 600 books!

The weeks leading into back-to-school errands, families can come make pool noodle floaty fish, encourage your little ones stomping around on dinosaur feet and rocks to paint to ease out of summer at the library.

Programs for Adults Highlights:

Next Month: September 18th from 6pm-8pm we are open for an Author's Event; Chris Davis will read from her book <u>Worthy</u>. Please stay tuned for our Movie on the Lawn Announcement: We will be showing TBA Movie Friday September 26th 7pm on the Lawn.

The Homestead Forum: Our regulars are sharing summer garden stories and chicken updates as they happen. We are looking forward to learning what each of us have been up to this summer, and how we are preserving our gardens. The wet start and current heat really complicated our gardens this summer. Our next date back is now September 2nd. We are lining up some *tried-and-true* canning recipes, and talking to growers who are reporting on their season.

Yarn society: The seats have been full and the skeins were flowing; we trust that with a bit of a summer lull that all will be back again. We have agreed to add, once a month, teaching sessions for beginning knitters and crocheters.

Book Group: In the Month of September, the title is: <u>Stranger in the Woods</u> by Michael Finkel (Maine Author).

The Book Group has been checking off their BookOpoly Boards, remember those? Good until February of 2026.

Personnel Highlights: Lorna and the Summer Reading has been so active and rewarding, we all enjoyed the End of Summer Reading Celebration. I am taking the MSL Crash Course for Library Directors. We can never learn enough about the challenges Libraries are facing, and how best to navigate the changing needs of our times. In September our Staff will be attending a mandatory Safety Day; It's once a year that Town Employees enjoy each other, share a lunch, and learn a thing or two as a group.

Technology: Monthly Tech Help from Patrick Johnson; We welcome all to learn how best to work with your own devices. He is also helping us with our Public Access computers; we are interested in featuring more that patrons can use while they are here in the library.

The Friends of Lincoln Memorial Library: The Friends of the LML took a well-deserved break and the month of August Off. Friends will resume regular meetings the second Thursday September 11th @ 9am.

The Advisory Committee: The Advisory Committee will resume regular meetings the Third Tuesday September 16th, 2025 @ 9am.

The Beautiful and Quaint Library Building: The library really needs a good coat of paint and we are so fortunate to be working with someone who can take his time working on section for section. We as a library need to move and reshelve sections at a time as this project moves along. We plan to begin ASAP.

Projects: We are also being future minded about Volunteers, Interns and Teen Advisory Members. We continue to offer various opportunities and value our volunteers who are ages 14 and up here at the library.

Statistics and Finances: We are in FY26, a new year for finances and statistics. Thank you for all of our patrons who sign in to use our public access computers; we are working on ways to represent our need and use for regular updates and ways to improve access to our patrons. We count just about everything here at Lincoln Memorial Library from TP to printing services. Each year we represent what we need and can accommodate the needs of the library based on our numbers. Thank you for your continued patronage.

Book Sales and Library Services: We are accepting book donations again, and are setting up for monthly book sales regularly. We paused for the Friend's Annual Book Sale, and did we ever have a lot of books! Thanks for all who came to that sale, and bought by donation; We continue to marvel over the fact that we moved a monumental number of books those two days!!

Due to the volume of printing, our Patrons have done this summer, we now know what the limits are for the Brother-wireless printer. At the end of August, we ask ourselves when we meet: What went well and What can we funnel more support into? We leave no stone unturned. Evaluating and reflecting is our August activity to provide the best Library Services we can.

Respectfully Submitted, Lauren A Hakala- Library Director.

YR: 25MO: 9 ITEM # 10 TOWN COUNCIL

	AGENDA	REQUEST
* Please note Public Notices need a 7–1	4-day advanc	ce notice in the paper depending on subject.
Council Meeting Date: September 8, 20	25	Today's Date: August 18, 2025
Department: Town Clerk		
Department #: 0101		
Request:		
Order Polls to Open November 4, 2025 (0	101)	
Order polls to open from 8:00am tl November 4, 2025 State Election as		, according to Title 21A, MRSA Article II, Section 626, for the cal Municipal Election.
Action Needed From Council: Order po	olls to open	
Is This Item Budgeted:		
Was This A Bid Process:		Lowest Bid:
Is Public Hearing Required:		
If So What Dates:		

TO	WN COUNCIL YR: 25 MO: 9 ITEM # /1
AGE	NDA REQUEST
Please note Public Notices need a 7–14-day a	advance notice in the paper depending on subject.
Council Meeting Date: September 8, 2025	Today's Date: August 18, 2025
Department: Town Clerk	
Department #: 0101	
Request:	
Direct Registrar of Voters to sit/deliver voting list	for November Election (0101)
10/28/2025 from 8:00am-5:00pm, Wednes 10/31/2025 from 8:00am-5:00 pm, and Mo are open on 11/4/2025 according to Title 2	r voters and make corrections to the voting list on Tuesday sday 10/29/2025 8:00am – 7:00pm, Thursday 10/30/25, Friday onday, 11/3/2025 from 8:00am -5:00pm, and also while the polls 1A, MRSA, Section 122, Subsection 6A, and also to instruct the list to the Town Clerk prior to opening the polls.
Is This Item Budgeted:	
Was This A Bid Process:	Lowest Bid:
Is This Item Budgeted: Was This A Bid Process: Is Public Hearing Required: If So What Dates:	Lowest Bid:

YR: 25 MO: 9 ITEM # 12 TOWN COUNCIL AGENDA REQUEST * Please note Public Notices need a 7-14-day advance notice in the paper depending on subject. Council Meeting Date: September 8, 2025 Today's Date: August 18, 2025 Department: Town Clerk Department #: 0101 Request: **Appoint Election Wardens (0101)** Appoint Ann M. Morrison as Election Warden, Sharon Severson and Marci Elvers as Deputy Wardens, for the November 4, 2025 State Election as well as the local Municipal Election. Action Needed From Council: Is This Item Budgeted: Was This A Bid Process: Lowest Bid:

Is Public Hearing Required:

If So What Dates:

YR: <u>25 mo: 9</u> ITEM# 13 **TOWN COUNCIL** AGENDA REQUEST * Please note Public Notices need a 7-14-day advance notice in the paper depending on subject. Council Meeting Date: September 8, 2025 Today's Date: August 18, 2025 Department: Town Manager Department #: 0100 Request: Presentation- Update from Biofine Developments Northeast, Inc. Action Needed From Council: Allow a presentation Is This Item Budgeted: Was This A Bid Process: Lowest Bid: Is Public Hearing Required: If So What Dates:

YR: 25 MO: 1TEM # 14

* Please note Public Notices need a 7-14-day advance notice in t	he paper depending on subject
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Council Meeting Date: September 8, 2025	Today's Date: August 18, 2025	
Department: Assessor		
Department #: 0105		
Request:		
Update on Properties added to Tax Records (0105)		
Action Needed From Council: Allow for an upda	ate from the Assessor	
Is This Item Budgeted:		
Was This A Bid Process:	Lowest Bid:	
Is Public Hearing Required:		
If So What Dates:		

YR: 65 MO: 9 ITEM # 15 TOWN COUNCIL AGENDA REQUEST * Please note Public Notices need a 7-14-day advance notice in the paper depending on subject. Council Meeting Date: September 8, 2025 Today's Date: August 18, 2025 Department: Town Manager Department #: 0100 Request: **Discussion-** Wreaths Across America Action Needed From Council: Hold a discussion Is This Item Budgeted: Was This A Bid Process: Lowest Bid: Is Public Hearing Required:

If So What Dates:

YR: 26 MO: 1TEM # 1(0

* Please note Public Notices need a	7-14-day	advance notice in	the paper	depending of	on subject.

Trease note I able Notices need a 7 14 day au	ance notice in the paper depending on subject
Council Meeting Date: September 8, 2025	Today's Date: July 23, 2025
Department: Town Manager/Council Chair	
Department #: 0100	
Request:	
Approve Changes to the Personnel Policies regarding	; Holidays (0100)
Approve the following changes to the Town's F	Personnel Policies:
Adding Martin Luther King Day Adding Juneteenth Deleting the personal day	<i>(</i>
Action Needed From Council: Approve changes	
Is This Item Budgeted:	
Was This A Bid Process:	Lowest Bid:
Is Public Hearing Required: No	
If So What Dates:	

Current Non-Union Holiday Policy

Holidays 5,6

For full-time employees, the Town shall recognize eleven (11) paid holidays and one (1) paid personal day each calendar year for which they shall receive one-fifth of a week's base pay at their regular rate. For regular part-time employees this benefit will apply for all holidays paid at the rate of their normal day of pay (pro-rata when compared to a full-time employees). The authorized holidays shall be as follows:

- 1. New Year's Day
- 3. President's Day
- 5. Patriots Day
- 7. Memorial Day
- 9. Independence Day
- 11. Labor Day

- 2. Columbus Day
- 4. Veterans Day
- 6. Thanksgiving Day
- 8. Day After Thanksgiving
- 10. *Christmas Day
- 12. One (1) Personal Day

⁵ Amended October 21, 2019, effective immediately. Added limited regular part time benefits.

⁶ Amended February 23, 2022 by the Personnel Director aligning Washington's Birthday with the nationally recognized holiday of President's Day which combines Washington and Lincolns' birthdays together.

If a full-time employee is required to work an authorized holiday, in lieu of holiday pay, the Personnel Director shall choose one of the following where this situation is not controlled by a union contract:

- 1. Receive one (1) day off regular work schedule with pay for each full holiday worked;
- 2. Receive payment for having actually worked on the holiday under regulations as specified in the sections pertaining to overtime compensation in these Personnel Policies; or
- 3. Receive credit for one (1) additional vacation day for each holiday worked. The additional vacation shall be taken during the calendar year in which it was earned, provided that all vacations shall be approved by the department manager.
- 4. When an authorized holiday falls on an employee's day off, the holiday shall be treated as though it had fallen on his next workday.
- 5. An employee on vacation or sick leave shall have his or her sick leave increased one (1) day for each authorized holiday falling within the period of time.
- 6. When an authorized holiday falls on Sunday, the following Monday shall be observed as the official holiday.
- 7. When an authorized holiday falls on Saturday, the preceding Friday shall be observed as the official holiday.
- 8. *On the last working day before Christmas, all Town employees except those in necessary service operations shall be permitted to leave at twelve (12) noon at the discretion of the department manager. Time worked after twelve (12) noon on this day is not considered overtime.
- 9. Department managers will use discretion in authorizing holiday leave for all employees in the department. Sufficient personnel should be on duty in those departments requiring full time operation to maintain adequate service.

hundred sixty (160) days to hire and train a new employee. After one hundred sixty (160) days, this Section no longer applies as such time resorts back to Section I.

ARTICLE 14 - HOLIDAYS

Holidays which will be observed on the actual day of occurrence by eligible employee are as follows:

Day after Christmas New Year's Day Washington's Birthday

Patriot's Day Memorial Day Independence Day

Labor Day

Columbus Day Veteran's Day

Thanksgiving Day Christmas Day

Floating Holiday- MLK day

Other holidays observed by non-union

personnel, excluding day after Thanksgiving

Employees shall be granted a second floating holiday for Juneteenth unless and until Juneteenth or MLK day is observed by non-union personnel, at which point Juneteenth and MLK day will be observed, and no additional floating holiday will be available.

In lieu of the aforementioned observed holidays, employees shall be granted personal time off at the rate of twelve (12) days per year, said personal time days off to be granted subject to written request to the Public Safety Director at least forty-eight (48) hours before the commencement of the period to be taken. The Public Safety Director in his sole discretion may waive this forty-eight (48) hour requirement for requests for time off or PTO. Said personal time days off in no event are to interfere with the workload of the Department.

Any Police Officer who reports/punches in to work between the hours of 00:00 and 24:00 on Memorial Day, Independence Day, Thanksgiving or Christmas Day will be paid time and one half (1 1/2) their regular wages for his/her entire shift unless they are already working a time and one half (1 1/2) rate, in which case they will be paid twice (2X) their regular rate.

Any unused personal time days off, up to a maximum of eight (8) days unused as of the employee's anniversary date (date of hire), shall be carried over to the next year and added to that year's issuance of personal time days off. Upon death, layoff, retirement or voluntary termination by an employee, all unused personal time days off shall be paid to the employee at his current rate of pay.

ARTICLE 15 - VACATIONS

All eligible employees who have more than one (1) year and less than five (5) years of continuous fulltime employment shall be entitled to a vacation of two (2) weeks during each anniversary year. All employees who have completed five (5) years of consecutive full-time employment and less than thirteen (13) years or more of consecutive full-time employment shall be entitled to a vacation of three (3) weeks during each anniversary year. All employees who have completed thirteen (13) or more years of consecutive full-time employment shall be entitled to a vacation of four (4) weeks during each The Transfer Station workweek shall be a regular forty (40) hours per week within the seven (7) day cycle from Monday through Sunday. The work schedule shall be Friday through Tuesday 7:30 AM to 4:00 PM unless adjusted by mutual agreement between the Public Works Director and employee. This adjustment will be dependent on the work load of the department and the need to provide public services as determined by the Public Works Director.

Allow unpaid meal breaks of one (1) hour for breakfast and/or supper when necessary.

ARTICLE 14 - OVERTIME

Employees shall work overtime when the same in necessitated by workload requirements. The overtime rate shall be one and one-half (1 1/2) times the regularly hourly rate and shall be paid for all work performed after eight (8) hours per day or forty (40) hours per week during winter schedule and after ten (10) hours per day or forty (40) hours per week during the summer schedule. For the purpose of this Section, "hours worked" shall include only the following:

1. Actual hours worked

4. Vacations

2. Holidays

5. Days compensated with sick leave

3. Bereavement Leave

ARTICLE 15 - HOLIDAYS

The following days shall be observed as paid holidays:

1. New Year's Day

2. Washington's Birthday

3. Patriot's Day ✓

4. Memorial Day ✓

5. Independence Day

6. Floating Holiday

7. Labor Day

8. Columbus Day

9. Veteran's Day10. Thanksgiving Day

11. Day after Thanksgiving Day

12. ½ Day Christmas Eve

13. Christmas Day

Floating holidays must be taken in the calendar year, with the authorization by the Department Head. The employees shall normally be required to notify the Department Head three (3) days before he or she is allowed the floating holiday.

Employees shall be granted a 2nd floating holiday for Juneteenth unless and until Juneteenth is observed by non-union personnel, at which point Juneteenth will be observed and no additional floating holiday will be available.

The holidays under this contract shall be observed on the same days as they are observed by the Town under the Personnel Rules and Regulations as those policies may exist from time to time. Currently, when an authorized holiday falls on Sunday, the following Monday shall be observed as the official holiday, and when an authorized holiday falls on Saturday, the preceding Friday shall be observed as the official holiday. When a holiday falls on a regularly scheduled off day at the

Fire Union Contract Local 3038

bargaining unit employees into work to cover the shift by the order of reverse seniority and rotation to fill the vacant shift. Non-bargaining unit personal may not perform bargaining unit work except for training purpose or in the event of emergencies and only when all available "off duty" full-time unit employees have had the opportunity to work the vacant shift, in accordance with Article 13 paragraph 6 of this agreement.

In the event of a position's vacancy due to a severance of employment, the Town reserves the right to determine, on shift by shift basis, whether or not the vacancy is to be filled by an off-duty engineer while efforts are being made to hire for said vacancy. At no time shall this right extend beyond four months, per vacancy, nor be repeated during any twelve-month rolling period.

ARTICLE 11- HOLIDAYS

<u>Section 1</u>. The Town and the Union recognize the following days as legal holidays, plus any other day declared or taken as a holiday by the Town:

a.	New Year's Day	g.	Columbus Day
b.	Washington's Birthday	h.	Veteran's Day
c.	Patriot's Day	i.	Thanksgiving Day
d.	Memorial Day	j.	Day after Thanksgiving
e.	Independence Day	k.	Christmas
f.	Labor Day	1.	Two (2) Floating Holidays for
Martin	Luther King Day and Junetee		

Section 2. All employees shall be compensated for eleven (11) holidays. All employees shall be paid for each of the holidays in Section 1 above except "Floating Holidays in his payroll check next following the designated holiday. In addition to the holidays set forth in Section 1 above, each employee shall be granted one (1) personal day off to be approved by the Public Safety Director, after the completion of six (6) months' probation. For the purpose of this section, a holiday shall be defined as fourteen (14) hours. Employees who work Thanksgiving, Christmas, Memorial Day and Independence Day shall be paid time and half for hours worked (EE: 0000-0700 prior shift and 0700-2400 on actual day)

* In the event the Town Council votes to adopt Martin Luther King Day or Juneteenth as a Town-wide holiday at any time, employees shall be paid for the holiday and will no longer have a floating holiday to account for the day.

ARTICLE 12 - VACATIONS

Section 1. Each unit employee shall accrue paid vacation time at the following rate:

- a. After one (1) Year Two (2) weeks (84 Hours per year.)
- b. After five (5) Years Three (3) weeks (126 Hours per year)
- c. After fifteen (15) Years Four (4) weeks (168 Hours per year)
 - 1. After sixteen (16) Years Four (4) hours of vacation will be accrued
 - 2. After seventeen (17) Years Four (4) hours of vacation will be accrued
 - 3. After eighteen (18) Y ears Four (4) hours of vacation will be accrued
 - 4. After nineteen (19) Years Four (4) hours of vacation will be accrued

TOWN COUNCIL YR: 26 MO: 9 ITEM # 17

Council Meeting Date: September 8, 2025	Today's Date: July 23, 2025
Department: Town Manager/Councilor Hanington	
Department #: 0100	
Request:	
Approve Change of Parade and Fireworks in July 202	26 (0100)
Change the annual parade and fireworks show during 250 th birthday of the United States; the Semi quincent	Loonfest next year to Saturday July 4, 2026 in celebration of the ennial.
Action Needed From Council: Approve change	
Is This Item Budgeted:	
Was This A Bid Process:	Lowest Bid:
Is Public Hearing Required: No	
If So What Dates:	

YR: <u>25</u> MO: 9 ITEM # 18

* Please note Public Notices need a 7–14-day advance notice in the paper depending on sul	* Please note	Public	Notices need	a 7–14-day	v advance notic	e in the n	aner denendin	g on subject
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	mee notice in the purport depending on analysis.
Council Meeting Date: September 8, 2025	Today's Date: August 18, 2025
Department: Events	
Department #:	
Department #.	
Request:	
SUGGESTED MOTION: Move to approve	e closing Veteran's Memorial Square for Halloween
celebrations on October 31, 2024 from 2:00pm to 9:	
Action Needed From Council: Approve Closure	
Is This Item Budgeted:	
_	
Was This A Bid Process:	Lowest Bid:
Is Public Hearing Required:	
If So What Dates:	

YR: <u>∂</u> MO: <u></u>	ITEM#_ ^
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AGENDA REQUEST

* Pleas	se note Public	Notices need:	a 7–14-da	v advance not	ice in the	paper de	pending on	subject.

Council Meeting Date: September 15th 2025	Today's Date: 8/28/25	
Department: Cemetery, Parks & Recreation		
Department #: 0601		

Request:

Acceptance of Bid for a new UTV machine for the Cemetery side of the department.

- Bid that I am putting forward for Acceptance is from Jordan Equipment for the Bobcat UV34 totaling \$21,822.90.
- They are offering \$1,250 which is reflected in the above price.
- This machine best fits our needs and it hit all the minimum requirements per the bid sheet.

Action Needed From Council:
Acceptance of Bid

Is This Item Budgeted: Yes in reserves

Was This A Bid Process: Yes

Lowest Bid: Lincoln Powersports

Is Public Hearing Required: N/A

If So What Dates:

Bid Opening Cemetery/Parks and Rec UTV

Present: Brendan Crocker, Cody Norris, Kellsey Grass August 29,2025 1:00 pm

Bidder		
Greenway Equipment 2026 John Deere Gator XUV 875M Trade in \$1,000.00	Final Bid: 1 \$25,111.49	
	Final Bid:	
Jordan Equipment Bobcat UV34 Diesel MISOI Trade in \$1,250.00	\$1,822.90	
Lincoln Powersports Canam Defender XT HD9	Final Bid: \$19,916.37	Pending 5% local discount
Trade allowance \$500.00 Lincoln Powersports		
Canam Defender DPS Cab 900 Trade allowance \$500.00	Final Bid: \$123, 242.87	Pending 5% local discount

Kuly D 08/29/25 Colf M 8/29/25 B 8/29/25

AGENDA REQUEST

* Please note Public Notices need a 7-14-day advance notice in the paper depending on subject.

Thease note I ubite Notices need a 7 14-day advance	or notice in the puper depending on the jeen
Council Meeting Date: September 8,2025	Today's Date: August 27,2025
Department: Public Works	
Department #: 0406	
Request:	
Accept bid price of \$141,300.00 from Beauregard Eq Loader backhoe.	uipment for the purchase of Case 580SNWT
Action Needed From Council: Award Bid	
Is This Item Budgeted: Yes	
Was This A Bid Process: Yes	Lowest Bid: Yes
Is Public Hearing Required: No	
If So What Dates: N/A	

Bid Opening Public Works Loader/Backhoe

Present: Dennis Bullen, PW Director. Marci Elvers Deputy Clerk

August 21,2025

Bidder		
United Forestry and Construction (John Deere)	169,200	w/Trade
42 inch Tilt Ditching Bucket	8,221.02	
Quick Coupler	8082.53	
Nokian TCI 2 each Tires	5691.66	
Beauregard (Case)	121,600	w/Trade
42 inch Tilt Ditching Bucket	8,300.00	
Quick Coupler	Included	
Nokian TCI 2 each Tires	8,000.00	
Milton (Caterpillar)	140,000	w/Trade
42 inch Tilt Ditching Bucket	7,800.00	
Quick Coupler Hydraulic	8,500.00	
Quick Coupler Manual	2,000.00	
Nokian TCI 2 each Tires	3,500.00	

TOWN COUNCIL	YR: 25 MO: 9 ITE	:M# 2)
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*	Please note	Public	Notices n	eed a	7-14-0	lav advan	ce notice ir	n the na	ner de	nending	on subi	ect.
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Trease note I ubite Notices need a 7 14 day advant	to notice in the puper depending on subject
Council Meeting Date: 09-08-2025	Today's Date: 09-02-205
Department: Assessing Department	
Department. Assessing Department	
Department #: 0105	
Request:	
To see what action the Town Council will take to abat #264 taxes in the amount of \$98.31 for FY2023, \$86. should have been deleted. The property was sold and	02 for FY2024 and \$101.20 for FY2025. This account
Action Needed From Council:	
To abate property taxes.	
Is This Item Budgeted:	
Was This A Bid Process:	Lowest Bid:
Is Public Hearing Required:	
If So What Dates:	

EM #_ <i>22</i>

*	Please note Pul	blic N	otices need	d a '	7 - 14 - d	lav advanc	e notice in	the pa	aper de	pending	on sub	ject.
	A RUSSION AROUN A SEC	O				,						,

Council Meeting Date: 09-08-2025	Today's Date: 09-02-205
Department: Assessing Department	
Department #: 0105	
Request:	
To see what action the Town Council will take claim release deed on behalf of Blaine King.	e to authorize the Town Manager to sign a municipal quick
was found that a small portion of the lot was s	executely had a title search done. In completing the title search it still owned by the Town of Lincoln. This was an oversite, the roperty. It has been assessed and taxed as a whole for 100 k claim release deed to correct this error.
Action Needed From Council:	
Authorize the Town Manager to sign a munici	ipal release deed.
Is This Item Budgeted:	
Was This A Bid Process:	Lowest Bid:
Is Public Hearing Required:	
If So What Dates:	

Dennis Sanborn, LPE 435 Upper St. Turner, ME. 04282 Cell Ph (207) 852-9227 August 18, 2025

Town of Lincoln, Maine Counsel (LC))

Re: Request for Town of Lincoln to Release all Interest in a Parcel described and recorded in Penobscot Couty Registry of Deeds (Registry) in Book 845 Page 283, attached. Said Parcel located on West Broadway on the southerly shoreline of Pollard Brook as depicted on the attached Plot Plan for Blaine King, owner of abutting parcels as depicted on Tax Map 035 Lots 124-001 and 124-002 located within the AP1 and AP2 Sub-Zones:

Dear LC members:

The owner, Blaine King, of Lincoln Tax Map 035 Lots 124-001 and 124-002 located in South Lincoln south of the Public Boat Landing on the Penobscot River was under the understanding as was the previous owner, Robert Neil, now deceased, that he owned the land abutting the southerly bound of Pollard Brook between US Rte. 2 and the Penobscot River as depicted on the Tax Maps.

At the October 2024 Lincoln Planning Board (LPB) meeting Mr. King's request to divide his land into residential lots per the Lincoln Ordinance was approved along with his request to conduct mineral extraction operations for any purpose affecting an area of two (2) acres or greater in size for the purpose of developing his proposed lots and to fill the portion of parcel 124-002 that was excavated by others pre-1970 to within the five feet (5') minimal separation distance between the normal high water level of an aquifer and mineral extraction floor elevation; as well as, below the aquifer's normal high water level in a sump hole area and to fill the pre-1970 mineral excavated area in compliance with present day Maine Department of Environmental Protection (DEP) and Municipal "Closeout" Regulations and Standards for Mineral Extraction Pits located over aquifers. The Town's parcel is partially located in the latter excavated area. Note: Mineral Extractions pre-1970 are "Exempt" from DEP Regulations.

Mr. King did not find out that the Town of Lincoln owned a portion of Parcel 124-002 until he had the property recently surveyed as depicted on the attached plot plan. A portion of the

"Closeout" operations. It is estimated that it will take approximately 1500 cy of aggregate material to fill the pre-1970 mineral extraction area located on the Town's parcel as depicted on the plan to the 172' contour elevation to provide the 5' minimal separation distance noted, above, to protect the drinking water of the Lincoln Water District from direct contact with River flooding elevations.

If the Town parcel is conveyed to Mr. King by "Quick Claim Deed" or by some other means Mr. King will fill the parcel in as noted above at his expense.

FYI, On October 1, 2024, per Mr. King's request, Erick Kluck of the Maine DEP, Enforcement Officer of the Land Bureau overseeing Mineral Extraction Regulations, inspected the pre-1970 mineral excavation, noted above, after inspecting Mr. King's licensed aggregate pit located on the Dodlin Rd. in Enfield. Mr. Kluck agreed that the pre-1970 mineral extraction was "Grandfathered and Exempt" from DEP Regulations; however, it would be Environmental beneficial to "Closeout" the mineral extraction pit per present day "standards". Additionally, the Lincoln Water District was consulted on Mr. King's requests as part of the LPB review process at the October 2024 LPB meeting and had no objection to Mr. King's requests.

Note: The above proposed mineral extraction operational is not expected to require filing with the DEP a Notice of Intent to Comply with the Maine General Construction Permit Regulations of the DEP Site Law. However, should the latter not be the case, Mr. King has sufficient equipment and knowledge to undertake the proposed mineral extraction operations in compliance with Town and State DEP Regulations and Requirements. Mr. King is the owner/operator of a DEP Site Law Licensed Sand and Gravel Pit, DEP L-18908, located in Enfield, Maine and over sixty (60) acres in size. In addition, the proposed filling operations will not encroach on the twenty-five feet (25') buffer zone above normal high level of Pollard Brook or the Penobscot River; therefore, not requiring to obtaining a DEP Permit by Rule.

I trust the above will address any questions or concerns you may have about Mr. King's proposed "Closeout" of the entire pre-1970 mineral excavation per present day "Regulations and Standards". The later requires either; One: The Town convey the noted Town's parcel to Mr. King or Two: The Town "Closing Out" their portion of the pre-1970 mineral extraction at their expense. Should the LC decide not to do either of the latter two options, Mr. King will need to reconsider his proposal to "Closeout" his portion of the pre-1970 mineral excavation. Please feel free to contact me day or night via the above cell phone number, if you have questions or comments on the above contents.

In Summary, Mr. King is requesting LC grant and release to Mr. King all interest and title the Town of Lincoln may have in a parcel described in a deed, recorded in the Registry in Book 845 Page 283.

Sincerely,

Denne Sulin

Dennis Sanborn, LPE

Attachments:

Deed Book 285 Page 283 and Book 14,961 Page 284

Town of Lincoln Zone Map, South Lincoln area

Survey Plot for Mr. King of Lots 124-001 and 124-002 and abutting Town of Lincoln Lot

Cc: Blaine King

Town of Lincoln:

Tax Assessor,

Town Manager,

CEO



Know all Men by these Presents, That

Einball to Dihab.

I, Alma L. Kimball of Mincoln Ri	in the County of Penobecot and Space of Maine.	Kimball to D
I manage First Form	ICIAL OFFICIAL	Lincoln
paid by Inhabitants of the	Lain of Lincoln, within the county of Penebacca	
and State of Maine	OT	
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the mid . Inhabitants of Phelitogn	Ir Cinfold, Isa succeeded of F Frail of and producted	h 1
a cartain parcal of land, offun	to In soid Lincoln, bounded and described as	
follows namely: Commoncing on	the northerly skie of the rood leading from	
Lincoln Village to South Lincols	a at the point where the westerly blue of rollard	
Brook intersects the northerly	sins of the road aforesaid, thence along the	
northerly line of the road in a	westerly direction, 16.44 rods to an from rod	
set in the ground, thomas north	21 degrees west, 12.72 rods to an iron rol set	
in the ground, thence north 36	degrees east, sixteen rods to an iron rod set	4 4
in the proceed: thence south 42	degrees east nine and one half rods to the said	
brook, thence southerly along t	he shere of said brook about fourteen rais to	
the point of beginning.	The same with the same and the	
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And I is so coverant with the said Grant	a its guogespore and week and eadges, that I am	
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will watered and defend the same to the said Granes	its successions	
	and demands of all persons.	-
' In Witness, Whereof, 1 the s	iil granter and John H. Kinbell hunbend of the	
	class of all right of Dower or title by descent,	
To forth Determine I'm annother 1		
here herewate and page hands and make this	Pourtounth day of April	1
in the year of our Lard one thousand nine handred	and thirteen.	į
Signed, Teaded and Dedinared in presence of		4
A. Weatherbee	Alma II. Mimbell, (let)	i i
	J. H. Kimball, (Le)	
		!
And the state of t	State of Maine,	
Fonds ect	April 14th, 1913, Personally appeared	i i
the show named Alma i. Kimbe	The second secon	. 1
and acknowledged the above implument	to be has free act and deed.	* * *
Maleton see	destaces nancharbas Instict of the Prace.	î

Resetvoi April 16, 1913, . 9 h -- al.

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OFFICIAL OFFICIAL
COPY COPY

ROBERT O. NEAL and PENNY L. NEAL of 106 Lowell Road, Town of Enfield, County of Penobscot NSAterof Maine for consideration pard Grants, with Warranty Covenants, to BLAINE MING of PO Box 1, West Enfalch ME 04493, a certain lot or parcel of land@ittate in Ltacdin County of Penobscot, State of Maine, bounded and described as follows: O P Y C O P Y

Being situate in that part of Lincoln formerly known as Township #2 and being Lot #11 therein. Being the place heretofore known as the A.J. Bodwell place on the River Road. Containing one hundred (100) acres, more or less.

Excepting and Reserving those parcels which have been heretofore conveyed by predecessors in-title. Said exceptions are as follows:

John H. Kimball and Alma L. Kimball to Charles W. Kimball dated June 8, 1904 and recorded in Penobscot County Registry of Deeds in Volume 743, page 111.

Alma L. Kimball to Inhabitants of the Town of Lincoln dated April 14, 1913 and recorded in Penobscot County Registry of Deeds in Volume 845, page 283.

Flora M. Lancaster to State of Maine dated August 6, 1943 and recorded in the Penobscot County Registry of Deeds in Volume 1106, page 292.

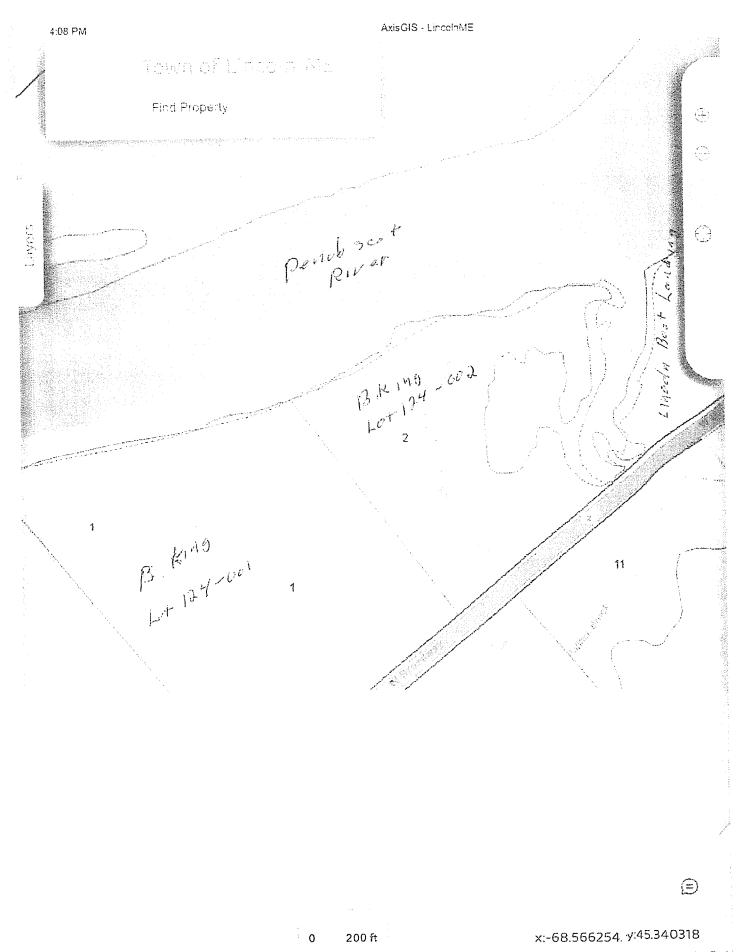
Flora M. Lancaster to John T. Quint dated June 23, 1943 and recorded in the Penobscot County Registry of Deeds in Volume 1193, page 460.

Flora M. Lancaster to State of Maine dated August 31, 1994 and recorded in Penobscot Registry of Deeds in Volume 1207, page 356.

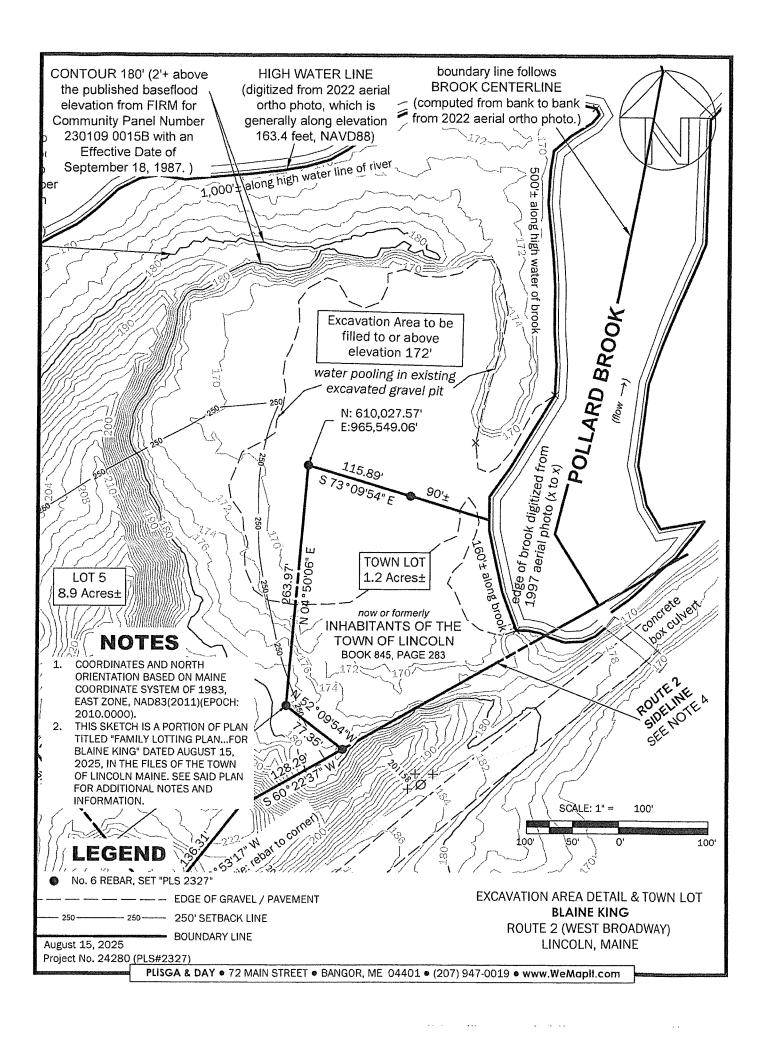
Flora M. Lancaster to Kenneth Butterfield dated March 29, 1947 and recorded in Penobscot County Registry of Deeds in Volume 1279, page 206.

Flora M. Lancaster to Parker W. Merrifield dated May 28, 1943 and recorded in the Penobscot County Registry of Deeds in Volume 1196, page 29.

Being the same premises described in a deed from Elizabeth N. Lancaster from Robert O. Neal and Penny L. Neal recorded in the Penobscot Registry of Deeds in Book 11547, page 198. Elizabeth N. Lancaster has died and therefore the life estate reserved to Elizabeth N. Lancaster is released.



Esri, NASA, NGA, USGS | Esri Community Maps Contributors, Province of New Brunswick, © OpenStreetMap, Micro... Powered by Esri



YR:26 MO: 9 ITEM# 23

- 1 ICAND HUIL I HUIL INDICEN HELD A /IT-UAY AUYANCE HUILE III HIC DADEI GEDERUME VII SUDICE	* Please note Public Notices	need a 7-14-day a	dvance notice in the pa	ner depending on subje	ect.
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Council Meeting Date: 09-08-2025	Today's Date: 09-02-205
Department: Economic Development	
Department #: 0101	
Request:	
To see what action the Town Council will take to awar Containment Management) area to SAG Realty LLC. pricing. Activity is estimated to be 5-10 years.	
This bid has been reviewed and approved by the Main Environmental protection agency. Contract will be pai Economic and Community Development.	
Action Needed From Council:	
To approve bid to Allstate	
Is This Item Budgeted:	
Was This A Bid Process:	Lowest Bid:
Is Public Hearing Required:	
If So What Dates:	

SCOTT A. GARDNER

PRIME CONTRACTOR



207-659-1210



Scott@sag-realty.com



PO BOX 100 Lincoln, ME 04457



OBJECTIVE

Obtain job as Prime Contractor for the ACM consolidation area former Lincoln Pulp & Tissue site.

EXPERIENCE

2005-2025

Owner of SAG, Realty, LLC

1982-2022

Vice President of WT Gardner & Sons

OPERATIONAL OVERSIGHT

For over 40 years I have been a successful business owner. I pride myself on my strategic leadership. I have maintained and grown our client relations and provided excellent service to our customers. I have used many key qualifications that will be key in the success of this project. Operation oversight, problem solving, decision making and process optimization.

EDUCATION

Husson

Bangor

ME

BA in Business Administration

KEY SKILLS

- BUSINESS ADMINISTRATION
- CONTRACTING
- JOB SITE MANAGEMENT
- SAFTEY DIRECTOR
- HEAVY EQUIPMENT OPERATOR

REFERENCES

[Available upon request.]

Operation of Asbestos Consolidation Area: Brownfields Cleanup of Former LP&T Mill, Lincoln, Maine For Bidding

SECTION 00 41 13 - BID FORM

1.1 BID INFORMATION

A Bidder: <u>SAG Realty</u> LLC

B. Bidder Address: 154 West Broadway

C. Bid Date: 1 - 17 - 25

D. Project Name: Operation of ACM Consolidation Area.

E. Project Location: Former LP&T Mill Lincoln, Maine.

F. Bid Submitted To (Owner's Representative): Sevee & Maher Engineers, Inc. via email LincolnACA@sme-engineers.com

1.2 OFFER

Having examined the Place of the Work and all matters referred to in the Instructions to Bidders and the Contract Documents prepared by Engineer (Sevee & Maher Engineers, Inc., 4 Blanchard Road, P.O. Box 85A, Cumberland, Maine) for the above-referenced Project, we, the undersigned, hereby offer to enter into a Time and Materials Contract to perform the Operation of the ACM Consolidation Area at the Former LP&T Mill in Lincoln, Maine.

Initial here: SAG

The undersigned proposes and agrees to furnish all materials, labor, equipment, and supervision to perform all operations required to complete the entire scope of work in accordance with the Contract Specifications, ACM Operations Manual, and all applicable local State and Federal Regulations, for a period of five (5) years (note: contract duration is dependent on funding and remediation scheduled in remaining portions of the LP&T Mill). An annual Notice to Proceed will be issued by the Town.

Initial here: <u>SAG</u>

The Contract will be awarded as a Time and Materials Contract, in accordance with Bidder rate sheets attached to this Bid Form. To track costs associated with the project completion, on a weekly basis, the Contractor is required to provide daily log sheets documenting work performed. Payment will only be made for work which is documented on daily rate sheets and categorized on the Bidder rate sheets.

Initial here: SAG

1.3 ACCEPTANCE

This offer shall be open to acceptance and is irrevocable for 30 days from the Bid closing date. If this Bid is accepted by the Owner within the time period stated above, we will execute the Agreement within seven days of receipt of Notice of Award. If this Bid is accepted within the time stated, and the Bidder

Operation of Asbestos Consolidation Area: Brownfields Cleanup of Former LP&T Mill, Lincoln, Maine For Bidding

fails to commence the Work or fails to provide the necessary information, the Bid may be nullified/rejected.

1.4 CHANGES TO THE WORK

The UNDERSIGNED agrees that any changes to the project, necessary for the completion of the work but not included in the Contractor Unit Rate Sheet, for which method of payments has not been otherwise established in this Bid will be negotiated on a fixed lump sum basis, unit price basis or cost-pluspercentage basis, as selected and approved by the Engineer.

1.5 ADDENDA

The following Addenda have been received. The modifications to the Bid Documents noted below ha	ave
been considered and all costs are included in the Bid Price.	

A.	Addendum No. 1, dated	7-07-25
В.	Addendum No. 2, dated	7-11-25

L.6 EXPERIENCE MODIFICATION RATE (EMR)

C. Addendum No. 3, dated _____

Bidder EMR: 68	
Insurance Company: FA	Peabledy

1.7 SUBCONTRACTORS AND SUPPLIERS

The following companies shall execute subcontracts for the portions of the Work indicated:

A.	SAG Realty, LLC
	Gardner Road Company, LLC
C.	Freland's Rubbish Service, Inc.
D.	
E.	
F.	

1.8 APPENDICES/ATTACHMENTS

See Document 00 43 93 - BID SUBMITTAL CHECKLIST for a list of documents that must be attached to, and made a condition of, the Bid.

Operation of Asbestos Consolidation Area: Brownfields Cleanup of Former LP&T Mill, Lincoln, Maine For Bidding

1.9 EVALUATION OF BIDS

The basis of selection shall be Bidder rate sheets, qualifications, experience, and references. The Owner reserves the right to reject any and all bids and to waive informalities and irregularities.

1.10 BID FORM SIGNATURES

A.	Submission Date: 1/-17-25
В.	Submitted By SAG Realty, UC (Name of bidding firm or corporation).
C.	Authorized Signature: Sold A (Sandre (Handwritten signature)
	Signed By: Scott A. Gardner, Owner (Name and Title).
E.	Address: PO BOX 100 Lincoln, ME 04457
E	Email & Phone: 500+tesqq-reolty-com
G.	License No.: G635-781-64-226-0
	Fodoral ID No : 20 7 2 h 0 1696 Affix Corporate Seal(s) Below

If the Bid is a joint venture or partnership, add additional forms of execution for each member of the joint venture in the appropriate form or forms as above.

END OF DOCUMENT



OMB Control No: 2090-0030 Approved: 8/ 13/ 2013 Approval Expires: 8/ 31/ 2015

Disadvantaged Business Enterprise (DBE) Program DBE Subcontractor Utilization Form

This form is intended to capture the prime contractor's actual and/or anticipated use of identified certified DBE¹ subcontractors² and the estimated dollar amount of each subcontract. An EPA Financial Assistance Agreement Recipient must require its prime contractors to complete this form and include it in the bid or proposal package. Prime contractors should also maintain a copy of this form on file.

Prime Contractor Name		T			
Scott A. Ga	rdner	Project Name	ration	of AC	A
Bid/ Proposal No.	Assistance Agreement I		Point of Co		
		o no. (n known)		nnaci run Mo	1 .
Address				ron pric	21+1m
LO ROX	00 Lincoln, M	15 04457	•		
Telephone No. 207-659	-1210	Email Address	<u></u>		
Issuing/Funding Entity:		1 3c0+1	<u>esqg-</u>	realty,	iom
<i>3,</i>					
I have identified potential DBI		© ALC			7
certified subcontractors		O YES		(<u>©</u>	NO)
If yes, please complete the tab	le below. If no, please expl	ain:			
Subcontractor Name/	Company Addre	ss/Phone/Email		Est. Dollar	Currently
Company Name	•	•	·	Amt	DBE
					Certified?
			-		
1					

	a	back if needed -	-	1	

EPA FORM 6100-4 (DBE Subcontractor Utilization Form)

¹ A DBE is a Disadvantaged, Minority, or Woman Business Enterprise that has been certified by an entity from which EPA accepts certifications as described in 40 CFR 33,204-33.205 or certified by EPA. EPA accepts certifications from entities that meet or exceed EPA certification standards as described in 40 CFR 33,202.

²Subcontractor is defined as a company, firm, joint venture, or individual who enters into an agreement with a contractor to provide services pursuant to an EPA award of financial assistance.



OMB Control No: 2090-0030

Approved: 8/ 13/ 2013 Approval Expires: 8/ 31/ 2015

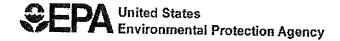
Disadvantaged Business Enterprise (DBE) Program DBE Subcontractor Utilization Form

I certify under penalty of perjury that the forgoing statements are true and correct. Signing this form does not signify a commitment to utilize the subcontractors above. I am aware of that in the event of a replacement of a subcontractor, I will adhere to the replacement requirements set forth in 40 CFR Part 33 Section 33.302 (c).

Prime Contractor Signature	Print Name
Soft A. Cordner Title	Scott A Gordner
Owner	7-17-25

The public reporting and recordkeeping burden for this collection of information is estimated to average three (3) hours per response. Send comments on the Agency's need for this information, the accuracy of the provided burden estimates, and any suggested methods for minimizing respondent burden, including through the use of automated collection techniques to the Director, Collection Strategies Division, U.S. Environmental Protection Agency (2822T), 1200 Pennsylvania Ave., NW, Washington, D.C. 20460. Include the OMB control number in any correspondence. Do not send the completed form to this address.

FORM 6100-4 (DBE Subcontractor Utilization Form)



EPA Project Control Number

CERTIFICATION REGARDING LOBBYING

CERTIFICATION FOR CONTRACTS, GRANTS, LOANS AND COOPERATIVE AGREEMENTS

The undersigned certifies, to the best of his or her knowledge and belief, that:

- (1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
- (2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
- (3) The undersigned shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including sub-contracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31 U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

Scott A. Gardner, Owner
Typed Name & Title of Authorized Representative

Signature and Date of Authorized Representative



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 07/01/2025

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s). PRODUCER Cassie Dube FA Peabody Company PHONE (A/C, No, Ext): E-MAIL (207) 794-8297 (207) 794-3175 150 W Broadway Suite # 1 cassie.dube@fapeabody.com ADDRESS: P O Box 687 INSURER(S) AFFORDING COVERAGE Lincoln NAIC # ME 04457 Frankenmuth Mutual Ins. Co. INSURER A : 13986 INSURED Eastern Alliance INSURER B: EA1234 Sag Realty I.I.C INSURER C PO Box 100 INSURER D : INSURER E : Lincoln ME 04457-0100 INSURER F: COVERAGES **CERTIFICATE NUMBER:** CL257159125 REVISION NUMBER: THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS. EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS. ADDL SUBR POLICY EFF POLICY EXP TYPE OF INSURANCE POLICY NUMBER COMMERCIAL GENERAL LIABILITY EACH OCCURRENCE DAMAGE TO RENTED 1,000,000 CLAIMS-MADE X OCCUR 500,000 PREMISES (Ea occurrence) 5,000 MED EXP (Any one person) A 6661932 05/22/2025 05/22/2026 1,000,000 PERSONAL & ADV INJURY GEN'L AGGREGATE LIMIT APPLIES PER: 2,000,000 **GENERAL AGGREGATE** PRO-JECT POLICY 2,000,000 PRODUCTS - COMP/OP AGG \$ OTHER: HZRD 500,000 **AUTOMOBILE LIABILITY** COMBINED SINGLE LIMIT \$ 1,000,000 (Ea accident) ANY AUTO BODILY INJURY (Per person) OWNED AUTOS ONLY SCHEDULED 6661931 05/22/2025 AUTOS NON-OWNED AUTOS ONLY 05/22/2026 BODILY INJURY (Per accident) \$ HIRED AUTOS ONLY PROPERTY DAMAGE 5 Medical payments s 5.000 UMBRELLA LIAB OCCUR **EACH OCCURRENCE** EXCESS LIAB CLAIMS-MADE AGGREGATE DED RETENTION \$ WORKERS COMPENSATION S PER STATUTE AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) s 1,000,000 Y N/A 0000117193 E.L. EACH ACCIDENT 06/10/2024 06/10/2025 1,000,000 E.L. DISEASE - EA EMPLOYEE If yes, describe under DESCRIPTION OF OPERATIONS below 1,000,000 EL DISEASE - POLICY LIMIT DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required) **CERTIFICATE HOLDER** CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN Insured Copy ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE

SAG Realty, LLC

154 West Broadway, Lincoln, ME 04457 P: 207-659-1210 office@sag-realty.com

Rate Sheet

Last Updated: 7/15/2025

Pype	Description	Rate	COMMENT
DEVELON DOZER	DD130	250.00 PER HOUR	
DOOSAN ESCAVATOR	DX 300	285.00 PER HOUR	<u> </u>
DOOSAN ESCAVATOR	DX 225	265.00 PER HOUR	
CAT ROLLER	CS 585	100.00 PER HOUR	
WS DUMP TRUCK	14 YARD DUMP TRUCK	100.00 PER HOUR	
SURVEY CREW	LASER LEVEL	195.00 PER HOUR	
GENERAL LABOR		80.00 PER HOUR	
SAFTEY DIRECTOR		100.00 PER HOUR	
ROLL OFF TRUCK	ROLL OFF TRUCK (IRELANDS RUBBISH)	200.00 PER HOUR (2 HOUR MINIMUM)	
COMMON BORROW	DELIVERED TO MILL SITE	16.00 PER YARD	
BANK RUN GRAVEL	DELIVERED TO MILL SITE	20.00 PER YARD	
LOAM	DELIVERED TO MILL SITE	48.00 PER YARD	
ANNUAL PERMIT	APPLICATION AND PERMIT FEES	TBD	
WATER TRUCK		150.00 PER HOUR	

^{**}Container options: Rent 10 containers for 150.00 per month (5 year lease) or pay \$75,000.00 upfront for the containers and they will be retained by Ireland's Rubbish at the end of the 5 year term.

DAILY LOG ACM CONSOLIDATION AREA FORMER LINCOLN PULP & TISSUE SITE LINCOLN, MAINE

						EQUIPMENT		DATE:
						RATE		
						HOURS		
						HOURS MATERIAL		
						YARDS		
						LOADS	רחפמבה פגי	100000
						PPE USED		
						Additional Comments		



Report of Gradation

ASTM C-117 & C-136

Project Name

HOLDEN ME - 2025 AGGREGATE SUBMITTALS - LABORATORY

TESTING SERVICES

Client

J.E. BUTLER, LLC

Material Type

AGGREGATE SUBBASE - TYPE D

Material Source LINGOLN PIT

Project Number 25-0891

Lab ID

31498B

Date Received

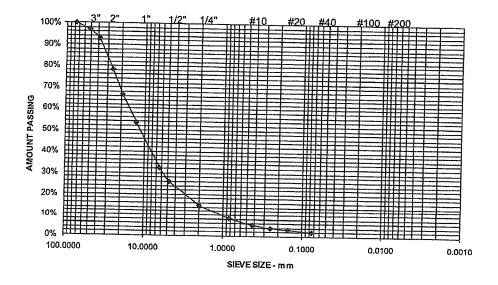
6/20/2025

Date Completed 6/20/2025

Tested By

JULES MUYAMBI

			resieu by	JOLEO N
<u>STANDARD</u> DESIGNATION (mm/µm)	SIEVE SIZE	AMOUNT PASSING (%)	MDOT 703.06	TYPE D ONS (%)
150	6"	100	100	
125	5"	100	100	
100	4"	100		
75	3"	100		
50	2"	97		
38.1	1-1/2"	93		
25.0	1"	78		
19.0	3/4"	66		
12.5	1/2"	53	35 - 80	
6.3	1/4"	32	25 - 65	
4.75	No. 4	26	23 - 03	
2.00	No. 10	15		
850	No. 20	8		
425	No. 40	5	0 - 30	
250	No. 60	4	0 - 30	
150	No. 100	3		
7 5	No. 200	2.1	0.0 - 7.0	



Comments

Tom Higgins



RE: ACM Consolidation Area-former LP&T site Lincoln Maine

From Virginia Hafford < Virginia@sag-realty.com>

Date Mon 7/21/2025 12:20 PM

To Jaime Madore < Jaime. Madore@smemaine.com>; Aaron Martin < Aaron. Martin@smemaine.com>

Cc Scott Gardner <scott@sag-realty.com>; Lincoln Asbestos Consolidation Area <LincolnACA@smeengineers.com>

Please see below answers in red. 😂

Kindly,

Virginia Hafford
Office Manager
SAG Realty, LLC

From: Jaime Madore < Jaime. Madore@smemaine.com>

Sent: Monday, July 21, 2025 10:49 AM

To: Virginia Hafford < Virginia@sag-realty.com>; Aaron Martin < Aaron.Martin@smemaine.com> **Cc:** Scott Gardner < scott@sag-realty.com>; Lincoln Asbestos Consolidation Area < LincolnACA@sme-

engineers.com>

Subject: Re: ACM Consolidation Area-former LP&T site Lincoln Maine

CAUTION: This email originated from outside your organization. Exercise caution when opening attachments or on clicking links from unknown senders.

Thank you for your bid. We had a couple of follow up questions.

- On your rate sheet, are the equipment costs inclusive of an operator? (i.e. You list \$250/hour for a dozer - is that just for equipment or for the dozer AND the operator?) We do not see an hourly rate for equipment operators. Yes
- Can you confirm that your hourly equipment rates are inclusive of fuel, mobilization, repairs, etc.? Yes
- Can you confirm that the general laborers on-Site will have asbestos awareness training, and that the Safety Director will have Class 4 asbestos training? And that the rates presented are inclusive of that training? Yes, We will have 2 for the awareness training and 2 for the Class 4 asbestos training.
- We do not see an hourly rate for an "Area Manager" who is responsible for overseeing the operation and closure. Is that the "Safety Director"? Area Manager will be 200.00 per hour
- Do you anticipate having any admin time? If so, can you provide an hourly rate for office staff (submittals, invoices, etc.)? Yes, admin Rate will be 150.00 per hour
- Can you confirm that your unit rates for common borrow/gravel/loam are inclusive of placement in the ACA? Your rate sheet implies that the cost is just for delivery. Yes, dropped off at site.

Thank you,
-Jaime

Jaime L. Madore, P.E.

Senior Environmental Engineer / Project Manager



Sevee & Maher Engineers, Inc.

4 Blanchard Road, P.O. Box 85A

Cumberland, Maine 04021 Office: (207) 829-5016 Mobile: (207) 749-3188

This electronic message contains information from Sevee & Maher Engineers, Inc. (SME), which may be confidential, privileged or otherwise protected from disclosure. The information is intended to be used solely by the recipient(s) named. If you are not an intended recipient, be aware that any review, disclosure, copying, distribution or use of this transmission or its contents is prohibited. If you have received this transmission in error, please notify SME immediately at postmaster@smemaine.com.

From: Virginia Hafford < Virginia@sag-realty.com>

Sent: Thursday, July 17, 2025 1:55 PM

To: Aarom.martin@smemaine.com < Aarom.martin@smemaine.com >

Cc: Jaime Madore < Jaime.Madore@smemaine.com >; Scott Gardner < scott@sag-realty.com >

Subject: ACM Consolidation Area-former LP&T site Lincoln Maine

Hello,

Please find attached the information required for the Lincoln Mill site clean-up.

Let me know if there is anything else I can help with.

Kindly,

Virginia Hafford

Office Manager

SECTION 00 52 13.12 - AGREEMENT

This AGREEMENT made on the date last signed below, is by and between <u>Town of Lincoln</u> (hereinafter called Owner), located at 29 Main Street in Lincoln, Maine, and <u>SAG Realty, LLC</u>, a corporation or other legal entity organized under the laws of the State of Maine, with its principal place of business located at <u>Lincoln, Maine</u> (hereinafter called Contractor). Owner and Contractor, in consideration of the mutual promises set forth in this Agreement (the "Contract"), hereby agree as follows:

A. The Work

- The Contractor agrees to complete all work as specified or indicated in the Bidding Contract Documents, dated June 2025, including Project Manual, Appendices, Specifications, and Addendums. The work includes operation of the Site in accordance with the ACM Operations Manual and obtaining/adherence to Asbestos Waste Storage Facility Permit.
- 2. The Contractor shall be responsible for furnishing all supervision, labor, equipment, tools, supplies, permanent materials and temporary materials required to perform the Work. Contractor shall be responsible for performing operations, inspection, reporting and documentation, permitting, project completion documentation, and other operations tasks as outlined in the ACM Operations Manual and Asbestos Waste Storage Facility permit requirements.
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- 4. The Contractor shall be responsible for costs associated with developing and implementing a written Respiratory Protection Program (RPP), proper training of workers, proper medical monitoring of workers, and providing adequate supplies of Personal Protective Equipment (PPE) for site personnel associated with the ACM Consolidation Area, among other operations tasks as outlined in the ACM Operations Manual. Contractor shall perform work described above utilizing the Rate Sheet provided in their Bid (July 17, 2025) and in accordance with subsequent email correspondence (attached to this Agreement).
- 5. The Owner shall have the right to alter the nature and extent of the Work as provided in the Contract; payment to be made as provided in the same.

B. Time

- 1. The period of ACM Consolidation Area operation shall be ten (10) years; however, the contract may be terminated early by the Town based on funding limitations and/or the extent of future cleanup and demolition activities at the former LP&T Mill site.
- 2. An annual Notice to Proceed will be issued by the Town.

C. Price

- Owner agrees to pay Contractor on a unit price basis for the actual costs incurred as part of the
 operation of the ACM Consolidation Area in accordance with these Contract Documents and the
 ACM Operations Manual. Payment shall be made based on the Contractor Wage and Rate
 Sheet, provided as part of their Bid Form and dated <u>July 17, 2025</u>. This completed bid form is
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- 2. Costs associated with the following tasks shall be the responsibility of the Contractor, and shall be incidental to the project: developing and implementing a written Respiratory Protection Program (RPP); proper training of workers; proper medical monitoring of workers; and providing adequate supplies of Personal Protective Equipment (PPE) for Contractor personnel working on this project.
- 3. In conjunction with the annual Notice to Proceed, the Contractor may renegotiate their wage and rate sheet, if requested by the Owner or Contractor. Wage and Rate sheets shall be agreed upon prior to signing the annual Notice to Proceed.
 - a. Annual hourly rates increases shall comply with the prevailing wage rates on similar work, as determined by the Secretary of Labor for the United States (Heavy Construction Wage Rate Determination for Penobscot County, Maine).
 - b. The unit rates for equipment and materials shall not increase more than the current year's Consumer Price Index (CPI) for Non-Residential Construction per annum.
 - c. Special equipment, waste transportation/disposal, materials, or other expenses associated with any additional work necessary to complete the work must be approved by the Engineer and Owner prior to work/expense being incurred, and will be reimbursed at cost plus no more than 10% markup of actual cost.

D. Contract

- 1. This Contract, which may be amended, modified, or supplemented in writing only, consists of the Contract documents as defined below:
 - a. The EJDCDC 700 (2018) Standard General Conditions of the Construction Contract
 - b. Project Manual for the ACM Consolidation Area Operation, including all Appendices
 - c. Addendum #1, dated July 7, 2025
 - d. Addendum #2, dated July 11, 2025
 - e. This executed Agreement
 - f. The ACM Operations Manual
 - g. Change Orders executed on or after the date of this Agreement
- 2. It is agreed and understood that this Contract will be governed by the documents listed above. In case of any inconsistency, conflict or ambiguity among the Contract Documents, the documents shall govern in the order in which they are identified above (i.e. items a g as defined above), provided nevertheless that if the inconsistency, conflict or ambiguity involves a technical specification or drawing, the more stringent provision shall apply regardless of cost.

E. PAYMENT PROCEDURES

 Contractor shall submit Applications for Payment in accordance with Document 00 72 13.12 – GENERAL CONDITIONS and Document 01 20 00 – PAYMENT PROCEDURES. Applications for Payment will be submitted to Engineer for review and approval. Applications for Payment must include signed weekly equipment logs and necessary Davis Bacon documentation. Engineer will make recommendations for payment to the Owner.

F. Certifications

- 1. By signing below, the Contractor hereby certifies that to the best of the Contractor's knowledge and belief:
 - a. Contractor has examined and carefully studied and Contract Documents, outlined in Paragraph D.1, above.
 - b. Contractor has visited the site and become familiar with and is satisfied as to the general, local and site conditions that may affect cost, progress, performance or furnishing of the Work.
 - c. Contractor is familiar with and is satisfied as to all federal, state and local Laws and Regulations that may affect cost, progress, performance and furnishing of the Work.
 - d. Contractor has carefully studied supplemental information supplied in Section 00 31 00 AVAILABLE PROJECT INFORMATION; Contractor acknowledges that such information may not be complete for Contractor's purposes; and Contractor acknowledges that Owner and Engineer do not assume responsibility for the accuracy or completeness of information and data shown or indicated in the Contract Documents. Contractor does not consider that any additional examinations, investigations, explorations, tests, studies or data are necessary for the performance and furnishing of the Work at the Contract Price, within the Contract Times and in accordance with the other terms and conditions of the Contract Documents.
 - e. Contractor has given Engineer written notice of all conflicts, errors, ambiguities or discrepancies that Contractor has discovered in the Contract Documents; the written resolution thereof by Engineer is acceptable to Contractor; and the Contract Documents are sufficient for performance and furnishing of the Work.
 - f. All of the statements, representations, covenants, and/or certifications required or set forth in the Bid Documents and Contract are complete and accurate as of the date of this Agreement.
 - g. The Contractor knows of no legal, contractual, or financial impediment to entering into this Contract.
 - h. The person signing below is legally authorized by the Contractor to sign this Contract on behalf of the Contractor and to legally bind the Contractor to the terms of the Contract.

G. MISCELLANEOUS

- 1. No assignment by a party hereto of any rights under or interests in the Contract Documents will be binding on another party hereto without the written consent of the party sought to be bound; and specifically but without limitation moneys that may become due and moneys that are due may not be assigned without such consent (except to the extent that the effect of this restriction may be limited by law), and unless specifically stated to the contrary in any written consent to an assignment no assignment will release or discharge the assignor from any duty or responsibility under the Contract Documents.
- 2. Owner and Contractor each binds itself, its partners, successors, assigns and legal representatives to the other party hereto, its partners, successors, assigns and legal representatives in respect of all covenants, agreements and obligations contained in the Contract Documents.
- 3. Any provision or part of the Contract Documents held to be void or unenforceable under any Law or Regulation shall be deemed stricken, and all remaining provisions shall continue to be valid and binding upon Owner and Contractor, who agree that the Contract Documents shall be

Operation of Asbestos Consolidation Area: Brownfields Cleanup of Former LP&T Mill, Lincoln, Maine Agreement, Revised

reformed to replace such stricken provisions or part thereof with a valid and enforceable provision that comes as close as possible to expressing the intention of the stricken provision.

H. Offer

IN WITNESS WHEREOF, the Contractor, for itself, its successors and assigns, hereby execute three duplicate originals of this Agreement and thereby binds itself to all covenants, terms and obligations contained in the Contract Documents.

	CONTRACTOR
Date	(Signature of Legally Authorized Representative of the Contractor
Witness	(Name and Title Printed)

Operation of Asbestos Consolidation Area: Brownfields Cleanup of Former LP&T Mill, Lincoln, Maine Agreement, Revised

١.	Award

referenced herein.	accepted.	Ihis	award	consummates	the	Contract,	and	the	documents
					Т	own of Lin	coln		
Date	<u> </u>				В	y (Name, T	itle):		
Witne	ess								

END OF SECTION

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Operation of Asbestos Consolidation Area: Brownfields Cleanup of Former LP&T Mill, Lincoln, Maine Agreement, Revised

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	CONTRACTOR
Date	(Signature of Legally Authorized Representative of the Contractor
Witness	(Name and Title Printed)

I.	Award	
	Your offer is hereby accepted. This award referenced herein.	consummates the Contract, and the documents
		Town of Lincoln
•	Date	By (Name, Title):
_		
-	Witness	

Operation of Asbestos Consolidation Area: Brownfields Cleanup of Former LP&T Mill, Lincoln, Maine

Agreement, Revised

END OF SECTION

Operation of Asbestos Consolidation Area: Brownfields Cleanup of Former LP&T Mill, Lincoln, Maine For Bidding Agreement, Revised

SECTION 00 52 13.12 - AGREEMENT

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called Owner), located at 29 Main Street in Lincoln, Maine, and
SAG_Realty, LLC, a corporation or other legal entity Formatted: Underline
organized under the laws of the State of Maine, with its principal place of business located at
Lincoln, Maine (hereinafter called Formatted: Underline
Contractor) Owner and Contractor in consideration of the mutual promises set forth in this Agreement

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- 3. The Contractor shall be responsible for transporting up to ten (10) 30-yard roll-off containers of asbestos waste from the Asbestos Waste Storage Facility to the ACM Consolidation Area for disposal and cover on a daily basis when abatement contractors have either stored or anticipate storing ten (10) 30 yard-roll-off containers of asbestos waste from the Asbestos Waste Storage Facility on a day to day basis. Abatement Contractor(s) will be responsible for providing at least one (1) day's prior notice to the Contractor prior to transporting ten (10) 30-yard-roll-off containers of asbestos waste to the Asbestos Waste Storage Facility.
- The Contractor shall be responsible for costs associated with developing and implementing a written Respiratory Protection Program (RPP), proper training of workers, proper medical monitoring of workers, and providing adequate supplies of Personal Protective Equipment (PPE) for site personnel associated with the ACM Consolidation Area, among other operations tasks as outlined in the ACM Operations Manual.
- Contractor shall perform work described above utilizing the Rate Sheet provided in their Bid-(July 17, 2025) and in accordance with subsequent email correspondence (attached to this Agreement).
- 3-5. The Owner shall have the right to alter the nature and extent of the Work as provided in the Contract; payment to be made as provided in the same.

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B. Time

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Sevee & Maher Engineers, Inc. (250186)

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una-August 2025

Operation of Asbestos Consolidation Area: Brownfields Cleanup of Former LP&T Mill, Lincoln, Maine

Agreement, Revised

- 1. The period of ACM Consolidation Area operation shall be tenfive (105) years; however, the contract may be terminated early by the Town based on funding limitations and/or the extent of future cleanup and demolition activities at the former LP&T Mill site.
- 2. An annual Notice to Proceed will be issued by the Town.

C. Price

- 1. Owner agrees to pay Contractor on a time and materials unit price basis for the actual costs incurred as part of the operation of the ACM Consolidation Area in accordance with these Contract Documents and the ACM Operations Manual. Payment shall be made based on the Contractor Wage and Rate Sheet, provided as part of their Bid Form and dated July 17, 2025. This completed bid form is included as Document 00-41 13attached to this Agreement.
- Costs associated with the following tasks shall be the responsibility of the Contractor, and shall be incidental to the project: developing and implementing a written Respiratory Protection Program (RPP); proper training of workers: proper medical monitoring of workers; and providing adequate supplies of Personal Protective Equipment (PPE) for Contractor personnel working on this project.
- 2-3. In conjunction with the annual Notice to Proceed, the Contractor may renegotiate their wage and rate sheet, if requested by the Owner or Contractor. Wage and Rate sheets shall be agreed upon prior to signing the annual Notice to Proceed.
 - a. Annual hourly rates increases shall comply with the prevailing wage rates on similar work, as determined by the Secretary of Labor for the United States (Heavy Construction Wage Rate Determination for Penobscot County, Maine).
 - b. The unit rates for equipment and materials shall not increase more than 5%the current year's Consumer Price Index (CPI) for Non-Residential Construction per annum.
 - Special equipment, waste transportation/disposal, materials, or other expenses associated with any additional work necessary to complete the work must be approved by the Engineer and Owner prior to work/expense being incurred, and will be reimbursed at cost plus no more than 10% markup of actual cost.

D. Contract

This Contract, which may be amended, modified, or supplemented in writing only, consists of the Contract documents as defined below:

The EJDCDC 700 (2018) Standard General Conditions of the Construction Contract

- a-b. Project Manual for the ACM Consolidation Area Operation, including all Appendices
- Addendum #1, dated July 7, 2025
- Addendum #2, dated July 11, 2025
- -Addendums (LIST-IN-SEQUENTIAL/DESCENDING-ORDER);
- e.e. This executed Agreement:
- The ACM Operations Manual
- dig. Change Orders executed on or after the date of this Agreement;
- The EJDCDC 700 (2018) Standard General Conditions of the Construction Contract;

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Sevee & Maher Engineers, Inc. (250186)

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June-August 2025

f- The ACM Operations Manual

2. It is agreed and understood that this Contract will be governed by the documents listed above. In case of any inconsistency, conflict or ambiguity among the Contract Documents, the documents shall govern in the order in which they are identified above (i.e. alphabetical orderitems a - g as defined above), provided nevertheless that if the inconsistency, conflict or ambiguity involves a technical specification or drawing, the more stringent provision shall apply regardless of cost.

E. PAYMENT PROCEDURES

Contractor shall submit Applications for Payment in accordance with Document 00 72 13.12 –
GENERAL CONDITIONS and Document 01 20 00 – PAYMENT PROCEDURES. Applications for
Payment will be submitted to Engineer for review and approval. <u>Applications for Payment must
include signed weekly equipment logs and necessary Davis Bacon documentation.</u> Engineer will
make recommendations for payment to the Owner.

F. Certifications

- By signing below, the Contractor hereby certifies that to the best of the Contractor's knowledge and belief:
 - Contractor has examined and carefully studied and Contract Documents, outlined in Paragraph D.1, above.
 - b. Contractor has visited the site and become familiar with and is satisfied as to the general, local and site conditions that may affect cost, progress, performance or furnishing of the
 - c. Contractor is familiar with and is satisfied as to all federal, state and local Laws and Regulations that may affect cost, progress, performance and furnishing of the Work.
 - d. Contractor has carefully studied supplemental information supplied in Section 00 31 00 AVAILABLE PROJECT INFORMATION; Contractor acknowledges that such information may not be complete for Contractor's purposes; and Contractor acknowledges that Owner and Engineer do not assume responsibility for the accuracy or completeness of information and data shown or indicated in the Contract Documents. Contractor does not consider that any additional examinations, investigations, explorations, tests, studies or data are necessary for the performance and furnishing of the Work at the Contract Price, within the Contract Times and in accordance with the other terms and conditions of the Contract Documents.
 - e. Contractor has given Engineer written notice of all conflicts, errors, ambiguities or discrepancies that Contractor has discovered in the Contract Documents; the written resolution thereof by Engineer is acceptable to Contractor; and the Contract Documents are sufficient for performance and furnishing of the Work.
 - f. All of the statements, representations, covenants, and/or certifications required or set forth in the Bid Documents and Contract are complete and accurate as of the date of this Agreement.
 - g. The Contractor knows of no legal, contractual, or financial impediment to entering into this
 - h. The person signing below is legally authorized by the Contractor to sign this Contract on behalf of the Contractor and to legally bind the Contractor to the terms of the Contract.

G. MISCELLANEOUS

- 1. No assignment by a party hereto of any rights under or interests in the Contract Documents will be binding on another party hereto without the written consent of the party sought to be bound; and specifically but without limitation moneys that may become due and moneys that are due may not be assigned without such consent (except to the extent that the effect of this restriction may be limited by law), and unless specifically stated to the contrary in any written consent to an assignment no assignment will release or discharge the assignor from any duty or responsibility under the Contract Documents.
- 2. Owner and Contractor each binds itself, its partners, successors, assigns and legal representatives to the other party hereto, its partners, successors, assigns and legal representatives in respect of all covenants, agreements and obligations contained in the Contract Documents.
- 3. Any provision or part of the Contract Documents held to be void or unenforceable under any Law or Regulation shall be deemed stricken, and all remaining provisions shall continue to be valid and binding upon Owner and Contractor, who agree that the Contract Documents shall be reformed to replace such stricken provisions or part thereof with a valid and enforceable provision that comes as close as possible to expressing the intention of the stricken provision.

H. Offer

IN WITNESS WHEREOF, the Contractor, for itself, its successors and assigns, hereby execute three duplicate originals of this Agreement and thereby binds itself to all covenants, terms and obligations contained in the Contract Documents.

	CONTRACTOR
Date	(Signature of Legally Authorized Representative of the Contractor
Witness	(Name and Title Printed)

Operation of Asbestos Consolidation Area: Brownfields Cleanup of Former LP&T Mill, Lincoln, Maine For-Bidding Agreement, Revised

|--|

Your offer is hereby accepted. referenced herein.	This award	consummates	the Contra	ct, and	the documents
			Town of	Lincoln	
Date	***************************************		By (Name	, Title):	
Witness					

END OF SECTION

TOWN COUNCIL

YR: <u>25</u> MO: 1	ITEM#
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AGENDA REQUEST

*	Please note Public	Notices need a	7-14-day	advance notice	e in the p	aper depending	on subject.

Council Meeting Date: 09-08-2025	Today's Date: 09-02-205
Department: Economic Development	
7	
Department #: 0101	
Request:	
To see what action the Town Council will take to awar site to Allstate in the amount of \$125,392. To be paid f	
Action Needed From Council:	
To approve bid to Allstate	
Is This Item Budgeted:	
Was This A Bid Process:	Lowest Bid:
Is Public Hearing Required:	
If So What Dates:	

ADDENDUM 3 BID SUMMARY SHEET

CONTRACTING COMPANY: Allstate Environmental Services
ADDRESS: PO BOX 291 Gorham, ME 04038
AUTHORIZED REPRESENTATIVE: Brigh Sollick PHONE NUMBER: 207-838. 4076
CONTACT EMAIL: Brelick @ maine M.com DATE: 8/1/25

Sources of fill

Cut - 3 cubic yard local pile

Town of Lincoln Woodex site – 1824 cu yards, load,

transport

Contractor Supplied, clean structural fill, in the event that Woodex material is not acceptable for all the fill, delivered to the construction site

Loam to support vegetation

Estimated

28. 75 \$/cu yd 360 cu yd 75.00 \$/cu yd

12. 5/cu yd

Construction of CAP

10.135.00

Total estimated pricing

\$ 125,392.

Bidder to supply source and characteristics of structural fill to be provided as alternate.

- 1. Pricing Terms Pricing provided is good for 60 Calendar Days
- 2. Alternate Proposals Contractor is encouraged to provide alternate proposals, in addition to, but not in lieu of the specified requirements. Alternate proposal shall be separate from that provided to address the specified requirements and shall be clearly marked as the alternate proposal.
- 3. AWARD—CEG reserves the right to not award or to award to other than low bidder or award in whole or part the requirements of this inquiry request. By responding to this Bid Invitation, Contractor acknowledges that the Town of Lincoln and CEG are not responsible for Contractor's cost incurred to prepare and submit its bid
- **4.** Clarifications Contractor to provide assumptions and clarifications to the RFB on a separate document.

Bid Submitted By:

Signature of Authorized Representative

Date



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

ADDENDUM #2

1.1 PROJECT INFORMATION

- A. Project Name: Brownfields Operation of Asbestos Containing Materials (ACM) Consolidation Area, Former Lincoln Pulp & Tissue Mill, Lincoln, Maine
- B. Owner: Town of Lincoln, Maine
- C. Engineer: Sevee & Maher Engineers, Inc.
- D. Date of Addendum: July 11, 2025

1.2 NOTICE TO BIDDERS

- A. This Addendum is issued to all plan holders and individuals who attended the mandatory Pre-Bid meeting on **July 9, 2025** pursuant to the Instructions to Bidders and Conditions of the Contract. This Addendum serves to clarify, revise, and supersede information in the Project Manual and previously issued Addenda. Portions of the Addendum affecting the Contract Documents shall be incorporated into the Contract by enumeration of the Addendum in the Owner/Contractor Agreement.
- B. The Bidder shall acknowledge receipt of this Addendum in the appropriate space on the Bid Form.

1.3 ATTACHMENTS - NONE

1.4 SCHEDULE

- A. The Preliminary project schedule has NOT been modified and remains as follows:
 - 1. Contractor Bids Due July 17, 2025 at 2:00 p.m.
 - 2. Targeted Contractor Selection/Contract Signing Week of July 21, 2025
 - 3. Anticipated First ACM Delivery September 2025

1.5 CLARIFICATIONS AND NOTES – PROJECT SPECIFIC

- A. <u>ACM Roll-off Containers:</u> The Operator shall provide ten (10) roll-off containers with 30 CY minimum volume each, and that these containers shall remain at the Site for the duration of the contract (assume 5 years).
 - 1. In the Operator's Rate Sheet provided as part of the bid, Bidders shall provide a unit cost for providing and maintaining ten (10) roll-off containers with 30 CY minimum volume each, and that these containers shall remain at the Site for the duration of the contract



(assume 5 years). The Operator will insure the containers under their insurance requirements for the project. The Operator will own the containers after the 5-year contract has expired.

- 2. If more than 10 roll-off containers are required by the abatement contractor(s), the abatement contractors shall be responsible for providing additional ACM roll-off containers necessary for their abatement projects.
- 3. In accordance with the ACA Operations Manual, the abatement contractors will be responsible for placing ACM into the containers, covering, labeling and securing the containers. The abatement contractors are responsible for loading the containers on their trucks and transporting them to the ACM Consolidation Area or the Asbestos Waste Storage Facility (adjacent to the ACM Consolidation Area), as detailed below:
 - Transport the ACM containers directly to the ACM Consolidation Area, whereby the Operator will receive, place and provide daily cover over the ACM on a daily basis; or
 - b. Transport the containers to the Asbestos Waste Storage Facility for temporary storage.
 - 1) This task must include sufficient prior notice and coordination between the Abatement Contractors, Operator and SME to dispose ACM from the Asbestos Waste Storage Facility into the ACM Consolidation Area such that the Abatement Contractors have sufficient quantity of roll-off containers available and the Operator is not supplying unnecessary equipment, personnel and daily cover for the project.
 - 2) If the Abatement Contractors transport containers to the Asbestos Waste Storage Facility, the Abatement Contractors will be responsible for providing trucking/equipment necessary to load and transport the containers from the Asbestos Waste Storage Facility to the ACM Consolidation Area for disposal unless the Operator provides prior notice to the Abatement Contractors that the Operator will provide equipment/trucking for this task.
 - The Operator shall be responsible for securing and maintaining the ACM containers in the Waste Storage Facility until which time the Operator places that material in the ACM Consolidation Area.

END OF ADDENDUM NO. 2

BID NOTICE BROWNFIELDS CLEANUP OPERATION OF ASBESTOS-CONTAINING MATERIALS (ACM) CONSOLIDATION AREA FORMER LINCOLN PULP & TISSUE MILL LINCOLN. Maine

Sevee & Maher Engineers, Inc. (SME) on behalf of the property owner, Town of Lincoln, will receive bids for a Brownfields-funded cleanup to operate an asbestos-containing materials (ACM) consolidation area at the former Lincoln Pulp & Tissue Mill (LP&T Mill) in Lincoln, Maine (the "Site"), until July 17, 2025, at 2:00 p.m. local time.

A mandatory Prebid meeting will be held on Thursday, June 19, 2025. Bidders shall meet at the LP&T Mill's Depot Street parking area at 10:00 a.m. local time. Bidders, Owners, and Engineer will hold a site walk for the project. Prospective prime bidders are required to attend. Subcontractors and key vendors are encouraged to attend. At the time of this request, Bidders should provide names and contact information for personnel who will be attending the Prebid meeting.

Electronic versions of the Contract Documents are available at no charge upon request from SME's project team (Jaime Madore, Brian Pierce & Aaron Martin). SME's project team can be reached at 207-829-5016 and LincolnACA@sme-engineers.com. Paper copies of plans and specifications will not be issued. Bids not received by the indicated time will not be opened. Bids shall be accepted via email to LincolnACA@sme-engineers.com. Owners will only consider bids prepared in compliance with the Instructions to Bidders and submitted on the Bid Form provided in the Contract Documents. No bids may be withdrawn for a period of 60 days after opening of bids. Owners reserve the right to reject any and all bids and to waive informalities and irregularities.

This project is funded by Maine Department of Economic and Community Development's (DECD's) Brownfields Revolving Loan Fund. Each bidder shall take special notice of the Guidance and project goals for use of Minority and Woman Business Enterprises in sub-agreements. The Contractor shall comply with Davis-Bacon and Related Acts, and employees shall be paid wages at rates not less than prevailing wage rate determinations (including in the Contract Document). Contractor shall follow requirements outlined in the Build America, Buy America (BABA) Act which requires that iron, steel, manufactured products, and construction materials are produced in the United States.

	TOWN (COUNCIL YR: 25 MO: 9 ITEM # 25
	AGENDA	REQUEST
* Please note Public Natices need a 7	1.4_day advanc	ce notice in the paper depending on subject.
rease note I unit Notices need a /	—14-day advanc	
Council Meeting Date: September 8, 2	2025	Today's Date: September 3, 2025
Department: Town Manager		
Department #: 0100		
Request:		
Executive Session (0100)		
Retire into Executive Session Pur	rsuant to Title 1 M	IRSA Section 405 (6) (A) Personnel.
Netire into Exceditive Session Full	Judit to Title I W	ms/ (section 105 (b) (7) reisonner.
Action Needed From Council: Retire	into executive se	ession
Is This Item Budgeted:		
Was This A Bid Process:		Lowest Bid:
Is Public Hearing Required:		
If So What Dates:		

Month of August 2025

Тах	FY Total	FY Total	Total	Monthly	Balance	Percent Percent	Percent
Year	Abatements	Abatements Supplemental	Commitment	Revenue		Collected Collected	Collected
		Bills					Last Year
FY21/OLDER				\$ 400.13	400.13 \$ 11,136.92		
FY22			\$ 7,794,464.06	\$	93.50 \$ 16,248.69		
FY23			\$ 9,211,729.23	\$ 2,136.55	2,136.55 \$ 35,271.91		
FY24			\$ 10,704,302.46	\$ 14,771.48	14,771.48 \$ 143,842.01	38.66%	98.39
FY25			\$ 11,614,025.40 \$		227,868.31 \$ 414,468.87	96.44%	98.96
FY26							
Total	- \$	- \$					
TOTAL MONTHLY REVENUE				\$ 245,269.97			

COMMENTS:

This month there were 406 30-Day Notices of Lien sent by certified mail for unpaid 2025 taxes, and we processed 395 tax receipts.

Preparations are now underway for the filing of liens at the Registry of Deeds for unpaid 2025 taxes.

Respectfully Submitted, Tracie L. York, Tax Collector

Excise Collection		% Collected	Last Year	% Col Last Year
Motor Vehicle	\$ 107,463.04		\$ 106,252.49	
Boat	\$ 296.80		\$ 263.80	
Aircraft	÷ -	Est FY 26 \$ 1,000,000	- \$	Est FY 25 \$ 1,000,000
Total this month	\$ 107,759.84	10.77%	10.77% \$ 106,516.29	10.65%
FY 2026 Excise Total \$	\$ 221,093.49			