



**Town of Camden  
Select Board Meeting  
February 2, 2016 – 6:30 PM  
Washington Street Conference Room**

Select Board meetings are broadcast live on Time Warner Channel 22  
Select Board meetings are web streamed at [www.townhallstreams.com/locations/camden-me](http://www.townhallstreams.com/locations/camden-me)

- 1. Call to Order**
- 2. Communications, Presentations, and Recognitions**
  - Letter from School Superintendent Maria Libby regarding the Mary E Taylor Building
- 3. Citizen Comments (for items *not* on the agenda)**
- 4. Approval of Select Board Minutes of January 19, 2016**
- 5. Select Board Member Reports**
- 6. Town Manager Report**
- 7. New Business**
  - A. Approval of CMP Pole Relocation Permits**

*Background:* In mid-October 2016 (after Columbus Day), MDOT will start its project to replace the Bakery Bridge which is located on Washington St at the intersection with Mechanic St. As part of that project a couple of utility poles will need to be relocated from that intersection.

- B. Approval of Agreement with the Maine Department of Transportation (MDOT) that the Town will relocate the sewer line that runs through the State's Right of Way (Bakery Bridge)**

*Background:* The Town has a sewer line which runs underneath Bakery Bridge. The pipe is encased in concrete, which in turn is incorporated in the concrete bridge abutments. MDOT has informed us that we will be required to replace the pipe under the bridge. The estimated cost to the Town for the sewer work is \$96,150. This item will need to be funded in the FY 17 budget.

- C. Approval of Amendment to the Customer Net Energy Billing Agreement between the Town and Central Maine Power for Power Generated by the Seabright Hydroelectric Dam**

*Background:* Power generated by the Seabright Dam offsets the cost of the electricity at the Wastewater Treatment plant. Formerly, the contract with CMP had to be renewed every 5 years. These contracts are now on-going unless either party terminates the agreement.

**D. Appointment of a member to the Conservation Commission**

*Background:* This appointment is to fill the unexpired term of Timothy Wooster whose term expires June 30, 2016.

**E. Consideration of the request from the Conservation Commission to use \$500 from the Conservation Commission’s reserve account**

*Background:* One of the activities of the Conservation Commission is to offer educational nature walks to the public. To help pay for specialists who lead these walks, the Commission would like to use \$500 from its reserve account to pay the speaker’s mileage and or a small honorarium. The reserve account is funded by donations to the Conservation Commission.

**Adjourn**

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**Upcoming meetings/events:**

- February 6 U.S. National Toboggan Races
- February 9 Select Board Workshop
- February 16 Select Board Meeting

7 Lions Lane  
Camden, Maine 04843

**(207) 236-3358**  
**FAX (207) 236-7810**



**Maria Libby**  
Superintendent  
**Gary Gonyar**  
Assistant Superintendent

January 27, 2016

To the Town of Camden Select Board:

The local school district, MSAD 28, will consider all possible options for the future use of the MET building on its middle school campus as we plan for another project. We recognize that a likely scenario is that we determine it is too expensive to renovate that building and bring it up to code. We understand there may be community interest in preserving the building for historic value, however. Therefore, we wanted to explore whether the town was interested in taking ownership of the building in order to preserve it if the district determines it will not be part of a middle school project. So the question is this: If the district does not intend to continue use of MET as an educational facility, would the town be interested in the school district transferring ownership (and preservation) of the building to the town? We ask out of an appreciation for potential community interest in preserving the building. Knowing whether the town ownership is a viable option to consider as we move forward will be important in our planning process.

Thank you for your consideration,

A handwritten signature in black ink, appearing to read "Maria Libby". The signature is fluid and cursive, with a long, sweeping underline that extends to the right.

Maria Libby  
Superintendent



**Town of Camden**  
**Select Board Meeting**  
**January 19, 2016**

**Minutes**

**Present:** Select Board Chair John French and Select Board Members, Don White, Leonard Lookner, Martin Cates, James Heard, and Town Manager, Pat Finnigan.

Select Board Chair John French called the meeting to order at 6:30 pm.

**1. Communications, Presentations, and Recognitions**

**A. Report of the School Superintendent, Maria Libby.** School Superintendent Maria Libby told the Select Board that the School Board was gearing up to establish a building Committee to consider options for the Middle School. She said she and the School Board recognized that they needed to do a much better job communicating with the public. She said they would be embarking on a "listening tour" to hear citizens' views about the Middle School and the last referendum in February 2015. The Superintendent asked the Select Board to designate one of its members to serve on the Building Committee. Chair French said he would discuss this with the Board and let her know who would be designated. Select Board members thanked Ms. Libby. Members also asked the Building Committee to consider the option of renovating the Middle School, and asked that meetings be held at a time of day when people can attend the meetings.

**B. Winterfest and Toboggan Nationals Update.** Community Development Director Karen Brace reported on the Winterfest which has grown from a one day event to a week-long festival starting with ice sculpting and other activities at the Library Amphitheater, the snow sculpture competitions at the Village Green, family activities throughout the week, and the grand finale of the U.S. National Toboggan Championships the following weekend at the Snow Bowl.

Holly Edwards, Chair of the Toboggan Championships Committee told the Select Board about new activities during Toboggan race weekend including an inflatable obstacle course on the pond and the Camden Select Board-Rockport Select Board toboggan race challenge to commemorate the 125 years since Rockport broke off from Camden and formed its own town. Holly gave the Select Board their official t-shirts for the event. The Select Board thanked Karen, Holly and the many volunteers for all their hard work which makes Winterfest and the Toboggan races possible.

Karen asked the Select Board to authorize the closure of Atlantic Avenue on January 30 from 9:00 a.m. until 4:00 p.m. for the Winterfest activities and on Friday February 5 from 5:00 p.m. to 7:30 p.m. for fireworks.

Don White made a motion to close Atlantic Avenue on January 30 from 9:00 a.m. until 4:00 p.m. for Winterfest activities and on Friday February 5 from 5:00 p.m. to 7:30 p.m. for fireworks. Martin Cates seconded the motion. The motion passed unanimously.

**2. Citizen Comments (for items *not* on the agenda).** No members of the public wished to make any comments.

Don White commended the Police Department for its community programs that focus on senior citizens. He noted that the latest program was "Sand for seniors" which is intended to help keep people from falling on snow and ice. Senior citizens can request a bucket of sand and the Police Department will deliver it to them. He also congratulated the Camden Harbor Inn for being name one of the top 20 inns in the world.

Leonard Lookner expressed sadness and extended sympathies to the family of Sandy McGaw who died in a motorcycle accident while vacationing in Florida. Leonard also asked that the Energy Committee look into opportunities to use solar storage batteries. Jim Heard, Liaison the Energy Committee said he would bring that suggestion to the Energy Committee.

**3. Approval of Select Board Minutes of January 5, 2016.** Don White made a motion to approve the Minutes. Jim Heard seconded the motion. The motion passed 5 to 0.

#### **4. Select Board Member Reports**

Don White reported that Dan Cheever had been elected Chair of the Board of Library Trustees. He also reported that the Planning Board is working on a survey regarding Air B&B lodgings, that the Tannery Work Group had met and was meeting more frequently as they begin planning for community meetings, and that as part of celebrating Camden's 225<sup>th</sup> and Rockport's 125 birthday he and Select Board member Tracy Murphy were organizing a food drive challenge in the spring.

John French reported on the recent Mid-Coast Solid Waste Corporation's Board meeting when the Board heard from solid waste engineers regarding current and future solid waste disposal options. The contract with the Penobscot Energy Recovery Corporation (PERC) expires in 2018, and he said Camden and the other Towns would need to decide how and where they want to dispose of the communities' solid waste.

Martin Cates reported that the 4-town Emergency Medical Services (EMS) Committee held its first meeting of the year with North East Mobile Health Services (NEMHS). He said that NEMHS felt the business was doing well and the call volume was tracking projections. He also reported that NEMHS had purchase a building for their permanent location on Rte. 1 in Rockport, not far from their existing location. He also reported that NEMHS has started working with the hospital and doctors to provide community para-medicine services. The first issue they were concentrating on helping senior citizens prevent falls in their home, since falls are a leading cause of losing their independence and ability to live at home.

**5. Town Manager Report.** The Town Manager said that previous speakers had covered the topics and she had nothing to add.

#### **6. New Business**

**A. Award of the bid for the inner harbor float project.** Town Manager Finnigan reported that the Town had requested bids to replace the inner harbor floats and the Town had received bids from 3 companies: Custom Float Services of South Portland, Prock Marine Company of Rockland, and Shed City of Warren. They were asked to quote prices for composite decking and pressure treated lumber. The Board decided to go with the composite decking due to the length of time it would last. Both Harbor Master Steve Pixley and Harbor Committee Chair Gene McKeever spoke in support.

Leonard Lookner made a motion to award the bid for the inner harbor floats to Customer Float Services for the composite decking at a price of \$103,749. Jim Heard seconded the motion. The motion passed 5 to 0.

**B. Committee Resignation.** Timothy Wooster submitted his resignation from the Conservation Commission explaining that since he had been appointed he had become a new father and his work responsibilities had changed, making it difficult for him to attend meetings.

Don White made a motion to accept the resignation of Timothy Wooster with thanks for his service. Jim Heard seconded the motion. The motion passed 5 to 0.

**C. Victualers Licenses.** The Select Board considered the application for victualers license renewals for the Owl & Turtle Bookshop/Café at 33 Bay View Street and the Maine Stay Inn at 22 High Street.

Jim Heard made a motion to approve the victualers license renewals. Martin Cates seconded the motion. The motion passed 5 to 0.

**D. Liquor Licenses.** The Select Board considered the applications for liquor license renewals for the Waterfront Restaurant, the Lord Camden Inn, and the Inns at Blackberry Inn. Chair French opened the public hearing. No members of the public wished to comment. Chair French noted that James & Cynthia Ostrowski of the Blackberry Inn were present.

After closing the public hearing, Jim heard made a motion to approve the liquor license renewal applications. The motion was seconded by Don White. The motion passed 5 to 0.

**Adjournment.** Don White made a motion to adjourn as the Select Board and convene as the Board of Assessors. Martin Cates seconded the motion. The motion passed 5 to 0.

### **Convene as the Board of Assessors**

The Board of Assessors considered an abatement of personal property taxes for account 604 for the year 2015-2016 in the amount of \$12.10. The Town Manager reported that the Assessing staff continues to review records to ensure the assessments are accurate. This abatement was due to a business (a Wells Fargo office formerly located at 27 Washington St) had closed. If approved, this would bring the total amount of abatements granted to \$12,878.67 out of the original overlay amount of \$39,866.

Don White made a motion to approve the abatement for personal property account 604 in the amount of \$12.10. The motion was seconded by Jim Heard. The motion passed 5 to 0.

Don White made a motion to adjourn and go into a Select Board workshop to discuss the Town's local access channels on cable television. The motion was seconded by Jim Heard. The motion passed unanimously.

Respectfully submitted,

Nora E. McGrath, Recording Secretary

The information requested below will be used to prepare an Easement to CMP for new electric/communication service. All the information can be found on your deed.

BRING COMPLETED WORKSHEET TO YOUR CMP APPOINTMENT, OR RETURN IT IN THE ENVELOPE PROVIDED! IF YOU HAVE QUESTIONS, CALL 1-800-750-4000.

\*\*\*\*\*PLEASE PRINT CLEARLY\*\*\*\*\*

**RESIDENTIAL PROPERTY OWNERS -**

Complete Numbers 1, 2, 3, 9, 10 and 11:

NOTIFICATION # \_\_\_\_\_  
(Required to process your document)

1. Your Name(s) as it appears on your Deed

\_\_\_\_\_  
First Middle Last  
\_\_\_\_\_  
First Middle Last

2. Mailing Address: \_\_\_\_\_  
City/State/Zip Code  
3. Telephone Number: \_\_\_\_\_

**COMMERCIAL PROPERTY OWNERS -**

Complete Numbers 4 thru 11:

NOTIFICATION # \_\_\_\_\_  
(Required to process your document)

4. TOWN OF CAMDEN  
Full Name of Company, Corporation, LLC, LP, Estate or Trust - as appears on deed

5. State in which Company, Corporation, LLC, LP, etc. was formed: MAINE

6. Person having signature authority: Name PATRICIA FINNIGAN Title Town Manager

7. Mailing Address: PO Box 1207 CAMDEN, ME 04843  
City/State/Zip Code

8. Telephone Number: 207-236-3353

**YOUR DEED INFORMATION:**

9. Full name of person(s) you bought property from - as appears on your deed: DOWNTOWN CAMDEN DEVELOPMENT CORP

10. Date your deed was recorded: 4-28-1969

11. County your deed was recorded in: KNOX Book# 489 Page# 179

**FOR CMP USE ONLY**

NOTIFICATION # 101 005 86068

W/O# \_\_\_\_\_  
Road \_\_\_\_\_  
Road Alias FIVE & DIME Lot  
Town CAMDEN

Commencing Pole/Pad #(s) 2.2

To Include Pole/Pad #(s) 2.3

Telephone Company \_\_\_\_\_

Description \_\_\_\_\_

*PARKING LOT  
(RETAINING WALL)  
MECHANICAL*

**TYPE OF EASEMENT:**

- Standard
- Corporate
- Estate
- Trustee
- TYPE OF WORK**
- Overhead/Combo
- Underground
- Aerial
- Guying
- Trim

**MAIL E-MAIL OR FAX TO:**

Mailing Address: Central Maine Power 205 Center Rd., Fairfield, ME 04937

E-mail: [Lineclerknewservice@cmpco.com](mailto:Lineclerknewservice@cmpco.com)

Fax# (207) 629-4752



# Memo

**To:** Wastewater Commissioners

**From:** David Bolstridge

**cc:** Patricia Finnigan

**Date:** January 20, 2016

**Re:** Bakery Bridge Sewer Pipe Replacement

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The collection system sewer pipe on Washington Street travels underneath the Bakery Bridge. The pipe is encased in concrete, which in turn is incorporated in the concrete bridge abutments. Maine DOT informed us the Bakery Bridge will be replaced during the fall/winter of 2016/17. DOT also informed us we would need to replace our pipe that travels under the bridge. During the construction phase of this project, we will need to pump the Washington Street wastewater across the river to Mechanic Street. The project will take three to four months to complete, therefore we have to plan for a four month temporary pump around.

In order to better coordinate this project, DOT is allowing us to include the sewer work in their bid package. DOT will be putting this project out for bid early next month. We had Wright Pierce develop a price quote for the sewer replacement as requested by DOT, and to allow us to plan for this expense. Wright Pierce estimates this sewer work could cost the town up to \$96,150. Wright Pierce's estimate is attached for your review. DOT needs a commitment from the town to cover the cost of this sewer work prior to advertising the bid next month.

The \$96,150 will be included in the FY2017 Wastewater Department Collection System O&M budget line.

Camden, Maine  
 Bakery Bridge Replacement - MDOT

Construction Cost Estimate for Sewer Bypass pumping and sewer replacement under the bridge  
 Revised January 12, 2016 based on comments from MDOT

Item #	Work	Qty	Unit	Unit Cost	Estimated Cost
403.208	Hot Mix Asphalt 9.5 MM HMA Surface	20	Tons	\$ 150	\$ 3,000
461.131	Temporary Paving	10	Tons	\$ 150	\$ 1,500
659.1	Mobilizatoion 10%	1	LS		\$ 7,950
801.011	Bypass Pumping System				
	Temp. pipe buried in road	50	LF	\$50	\$2,500
	Temp. Pipe above ground an in stream	100	LF	\$20	\$2,000
	Traffic Control	1	LS	\$2,000	\$2,000
	Pump/Equipment Rental	4	month	\$5,000	\$20,000
	Fuel/labor	4	month	\$2,500	\$10,000
	Remove Temp pipe in drive	50	LF	\$30	\$1,500
	Remove Temp pipe above ground	100	LF	\$10	\$1,000
822.391	Gravity Sewer Replacement				
	Demo existing pipe /encasement	1	LS	\$12,000	\$12,000
	Cut away concrete to expose existing pipe	1	LS	\$4,000	\$4,000
	Restore stream bed for new encasement	1	LS	\$5,000	\$5,000
	Install new pipe/encasement	1	LS	\$10,000	\$10,000
	Coordination and unknowns	1	LS	\$5,000	\$5,000
				sub-total	\$87,450
				Contingency (10%)	\$8,700
				Total	\$96,150

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

**MAINE DEPARTMENT OF TRANSPORTATION  
UTILITY RECEIVABLE AGREEMENT**

<i>(MaineDOT Use Only)</i>	
Project Location: <u>Camden</u>	Estimated Agreement Amount: \$ <u>87,000.00</u>
State WIN #: <u>20491.00</u>	Vendor Customer #: _____
Federal Aid Project #: <u>STP-2049(100)</u>	Agreement Begin Date: _____
	Forecasted Agreement End Date: <u>June 30, 2017</u>

**THIS AGREEMENT**, in duplicate originals entered into this \_\_\_\_ day of January, 2016, between the **Maine Department Of Transportation** (hereafter the “Department”) and **Town of Camden**, duly authorized and existing under the Laws of the State of Maine and having an office in the Town of Camden, County of Knox (the “Utility”) (the Department and the Utility are collectively referred to as the “Parties”).

1. The Department is implementing a transportation project identified as “Federal Aid Project Number STP-2049(100); WIN: 20491.00 (the “Project”) for highway improvements in the Town of Camden, Knox County;
2. In connection with the Project, the Department has prepared plans and specification for the Project that resulted in the following determination:
 

X The Department has identified the locations of existing utility facilities owned and maintained by the Utility and lawfully installed within the limits of the public highway right-of-way and the impact limits of the Project that must be relocated to accommodate the Project (the “Affected Facilities”);
3. The Affected Facilities consist of Sewer Main located beneath the bridge;
4. The Utility has prepared and provided to the Department the scope of work necessary for relocating or installing the Affected Utilities (the “Utility Work”) and the estimated costs associated therewith, which are outlined in **Appendix A**, attached hereto and made a part hereof. The costs associated with the Utility Work are the sole responsibility of the Utility.
5. The Parties wish to establish a process for including the Utility Work in the Department’s construction contract for the Project.

**NOW, THEREFORE**, the Parties agree as follows:

**6. Plans, Specifications and Estimate:**

- a. The Utility shall, at its own expense, perform and provide all engineering, design and related services related to the Utility Work necessary to enable the Department and/or its consultant to generate construction plans, specifications and an estimate of material quantities for the Utility Work to be included in the Project contract. The Utility will be responsible for locating and recording the location of all Utility Work, including services and other appurtenances within the Project area. To the extent possible and consistent with laws, practices and policies of the Department and the industry, the Utility Work shall be performed in accordance with the plans and specifications provided by the Utility and, if applicable, the most recent version of the Department's Standard Specifications.
- b. All plans shall be on sheets of the same size used by the Department and be reproducible by black and white printing. Specifications shall be on 8 ½ x 11-inch paper, suitable for binding with the Department's specifications. The estimate of quantities shall be in the form prescribed by the Department. In the event of field changes to the Utility Work, the Utility shall prepare any additional plans and specifications and the Department shall prepare a Project change order and amend this Agreement incorporating any changes therein. All plans and specifications will be marked with the Federal Aid Project Number referenced in this Agreement.
- c. The Utility will provide the Department with the plans, specifications and an updated estimate as described in Appendix A no later than one month prior to the scheduled advertise date for the Project.
- d. The Utility shall be responsible for obtaining a Utility Location Permit from the Department in accordance with Title 35-A M.R.S.A. Chapter 25 and for recording the location of all utilities in a manner and form to be specified by the Department.
- e. The Department will prepare the Project contract documents to include the Utility Work specified in Appendix A. The Utility agrees to have these items included in the Department's Project construction contract. Bidders will be required to bid both the Project work and the Utility Work. The Utility Work will be paid for by the Utility, and any changes that increase the Utility Work estimate or amount will be paid for through a written modification of this agreement approved by both the Utility and the Department.

**7. Inspection:**

- a. The Utility shall be responsible for providing all engineering and inspection associated with the Utility Work including computing quantities for payment and other incidental and related work unless otherwise stated herein. By the end of each

work day, whenever Utility Work is performed, the Utility will provide the Department's on-site representative with an itemized summary of all the Utility Work completed.

- b. The Department shall provide inspection of the quality and compaction of backfill installed in connection with the construction contract, excluding bedding and other special backfills and materials used in the installation of the Utility Work.
  - c. If the Utility Work is included in the Project contract pursuant to Section 6.e. above, the Utility agrees to the following:
    - i. Should the Utility find the Project contractor's materials or workmanship to be insufficient in any way, the Utility agrees to inform the Department's on-site representative as soon as possible, but no later than the end of the day in which the problem is identified.
    - ii. As administrator to the construction contract, the Department's on-site representative shall be responsible for authorizing all payments relating to the Utility Work, issuing all directives to the Project's contractor and making the final determination in the event of any disagreements.
8. **Ownership of Completed Utilities:** Upon completion of the Utility Work the Utility shall assume complete ownership of, and responsibility for, the utility facilities installed in connection with the Utility Work.
9. **Claims:** The Utility shall be responsible for the prompt review and settlement of any claims arising from or related to the Utility Work or its impact on the Project.
10. **Indemnification:** The Utility shall indemnify, defend and hold harmless the Department and its officers, employees, agents and assigns, from and against any and all claims, liability or expenses, including but not limited to reasonable attorney's fees and litigation costs (the "Claims"), to the extent such Claims are caused, or alleged to have been caused, by acts or omissions of the Utility or any of its officers, employees, agents, representatives, supervisors, contractors, subcontractors or consultants in connection with the performance of its obligations under this Agreement. Nothing in this Agreement is intended or shall be construed to waive any defense, immunity or limitation of liability that may be available to the Department or the Utility pursuant to the Maine Tort Claims Act (14 M.R.S. § 8101 *et seq.*) or any other privileges or immunities provided by law. The terms outlined in this section shall survive any termination or expiration of this Agreement.
11. **Buy America Requirements:** This agreement is subject to the requirements of Buy America in accordance with Federal Regulation 23 CFR 635.410 Section 1518. Specific requirements are presented in MaineDOT Standard Specification Section 100, Appendix A, Section 3.A., Buy America which are incorporated and made a part hereof by reference.
12. **Subsequent Excavations and/or Installations:** Except in the case of an emergency, the Utility acknowledges and agrees to refrain from applying for a permit for the excavation of

the highway within the limits of the Project for a period of at least (5) five years following the completion of the Project, and agrees to make all necessary notifications to abutters and occupants of the highway as otherwise required of any municipal government under the provisions of 23 M.R.S.A. § 3351. In all cases, whether an excavation moratorium as described above applies, or as in the case of Light Capital Paving projects where no excavation moratorium applies, the Utility further acknowledges and agrees that all subsequent excavations and/or installations within the right-of-way of the Project limits shall be regulated and controlled in the manner specified by the most recent version of the Department's "Utility Accommodation Rules", which are incorporated and made a part hereof by reference. The terms outlined in this section shall survive any termination or expiration of this Agreement.

13. **Non-Appropriation and Termination:** Anything herein to the contrary notwithstanding, the Utility acknowledges and agrees that, although the execution of this Agreement by the Department manifests the Department's intent to honor its terms and to seek funding to fulfill any obligations arising hereunder, by law any such obligations are subject to available budgetary appropriations by the Maine Legislature and, therefore, this Agreement does not create any obligation on behalf of the Department in excess of such appropriations. In the event of unanticipated impacts on the Project, such as, changes in the Project design, or a loss in Project funding, or a delay in advertising or awarding of the contract, the Department may postpone, suspend, abandon or otherwise terminate this Agreement upon thirty (30) days written notice to the Utility and in no event shall any such action be deemed a breach of contract.

14. **Payment:** If the Utility Work is included in the Project contract pursuant to Section 6.e. above, the Utility agrees to reimburse the Department for the full amount of the cost of the utility work. A detailed breakdown of the anticipated cost of the Utility Work is attached hereto and incorporated herein as Appendix A. The Department will issue a final invoice after all the Utility Work is complete, all quantities are verified and any required adjustments have been made. The Department, at its sole discretion, may issue periodic invoices for portions of the Utility Work as it is being completed. The final invoice will include any remaining costs or credits. The Utility shall submit payment to the Department within 30 days from the invoice date.

15. **Contact Information:**

For the Department:

Name: Julia Spinney  
Address: 414 Water Street,  
Gardiner, Maine 04345  
E-mail: [jspinney@tmsinc.us](mailto:jspinney@tmsinc.us)  
Telephone: (207) 441-5072

For the Utility:

Name: Patricia Finnigan  
Address: PO Box 1207, 29 Elm Street  
Camden, Maine 04843  
E-mail: [pfinnigan@camdenmaine.gov](mailto:pfinnigan@camdenmaine.gov)  
Telephone: (207) 236-3353

16. **No Relief of Responsibilities:** Nothing in this agreement is intended, nor shall be interpreted, to relieve the Utility of any responsibilities or duties imposed upon it by law.

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement in duplicate on the day and year first above written by its duly authorized representatives.

**IN THE PRESENCE OF:**

**TOWN OF CAMDEN**

\_\_\_\_\_  
Witness

By: \_\_\_\_\_

Print Name: \_\_\_\_\_

Town Manager  
Duly Authorized

**STATE OF MAINE  
DEPARTMENT OF TRANSPORTATION**

\_\_\_\_\_  
Witness

By: \_\_\_\_\_

Print Name: \_\_\_\_\_

Program Manager  
Duly Authorized

**APPENDIX A**  
**PROJECT SCOPE**

**MAINE DEPARTMENT OF TRANSPORTATION**  
**UTILITY RECEIVABLE AGREEMENT**

**TOWN OF CAMDEN**  
Camden – Bakery Brook Bridge

FEDERAL AID PROJECT NO. STP-2049(100)  
STATE PROJECT IDENTIFICATION NUMBER (WIN) 20491.00

**Project Scope:** Bypass Pumping System around bridgework and Gravity Sewer Replacement - under the bridge.

**ESTIMATE OF UTILITY WORK:**

<b>Item #</b>	<b>Pay Item</b>	<b>Estimated Quantity /Unit</b>	<b>Unit Price</b>	<b>Utility Cost</b>
403.208	Hot Mix Asphalt 9.5MM HMA Surface	20 Ton	\$150.00	\$3,000.00
461.131	Temporary Paving	10 Ton	\$150.00	\$1,500.00
659.10	Mobilization 10% (Final Mob based on % of contract)	1 LS		\$7,950.00
<b>801.011</b>	<b>BYPASS PUMPING SYSTEM</b>	<b>1 LS</b>		
	Temp pipe buried in road	50 LF	\$50.00	2,500.00
	Temp pipe above ground and in stream	100 LF	\$20.00	2,000.00
	Traffic Control	1 LS	\$2,000.00	2,000.00
	Pump/Equipment Rental	4 months	\$5,000.00	20,000.00
	Fuel/Labor	4 months	\$2,500.00	10,000.00
	Remove temp pipe in ground	50 LF	\$30.00	\$1,500.00
	Remove temp pipe above ground	100 LF	\$10.00	\$1,000.00
<b>822.391</b>	<b>GRAVITY SEWER REPLACEMENT</b>	<b>1 LS</b>		
	Demo existing pipe/encasement	1 LS	\$12,000.00	\$12,000.00
	Cut away concrete to expose existing pipe	1 LS	\$4,000.00	\$4,000.00
	Restore stream bed for new encasement	1 LS	\$5,000.00	\$5,000.00
	Install new pipe/encasement	1 LS	\$10,000.00	\$10,000.00
	Coordination and unknowns	1 LS	\$5,000.00	\$5,000.00
			<b>Sub-total</b>	<b>\$87,450.00</b>
			Contingency (10%)	\$8,700.00
			<b>Total Cost:</b>	<b>\$96,150.00</b>

**ESTIMATED PAYMENT SCHEDULE:**

<b>Utility</b>	<b>Payment Amount</b>	<b>Estimated Invoice Date</b>
Town of Camden - Sewer	Monthly invoicing of work accomplished to date	Beginning 2/28/2017

**SPECIAL PROVISIONS  
SECTION 801  
TEMPORARY SEWER BYPASS SYSTEM**

Description.

- A. The Contractor shall temporarily bypass sewer flows during the demolition of the Bakery Bridge and during construction of the new bridge. The existing sewer running under the bridge shall be off-line prior to starting work on the bridge or in the stream bed.
- B. The Contractor shall furnish, install, operate and maintain the temporary bypass system. The temporary system must be able to reliably handle all incoming wastewater flows.
- C. Contractor is responsible to completely clean any impacted area if an overflow occurs as a result of any work done by the Contractor. The Contractor is responsible to notify the Maine DEP for any overflow or release of sewage to the environment, and complete any paper work required by the Town and DEP.

General

- A. The Contractor shall furnish, install, test, operate, maintain and remove a wastewater bypass pumping system that will be capable of handling the following estimated range of flows:

CONDITION	FLOW	
	Million Gallons per Day (MGD)	Gallons per Minute (GPM)
Average	0.1	70
Peak	1.0	700

- B. The temporary bypass system shall be capable of continuous operation, as long as necessary, including over the winter. The schedule for the temporary bypass system is tied to the Bakery Bridge construction timetable.
- C. The bypass system shall pump wastewater from the manhole upstream (north) of the bridge and discharge through a temporary force main into the manhole in Mechanic Street or other manhole acceptable to the Town. No wastewater will be allowed to flow in the existing gravity sewer under the bridge during demolition and construction of the bridge.
- D. Temporary force main can be installed in the river and shall be supported/braced to protect the pipe.
- E. Exposed temporary force main in service through the winter shall be designed in a manner which prevents freezing, damage from snow and ice. Temporary force main in roadways open to traffic and at the discharge manhole shall be buried a minimum of 3 feet.

Submittals.

- A. Submit the following as specified herein.
  - 1. Proposed sequence of construction.

2. Coordination Drawings showing detailed layout of piping, piping fittings, valves, supports and materials provided under this section.
3. List of equipment, piping, fittings, valves, and materials to be utilized by the Contactor for the temporary bypass system.
  - a. If equipment is furnished under another section, the list shall identify the equipment and section reference. Work shall not proceed until shop drawings submitted under this section and related sections have been returned with no exceptions taken.
  - b. Provide a list of standby equipment and spare parts, available on-site.
4. Submit brochures and technical data on proposed materials.

Materials and Construction Requirements.

- A. The Contractor shall install, test and debug all systems and verify that all necessary equipment, materials, spare parts, and labor are available on-site prior to operation of the system.
- B. Provide all labor and equipment necessary to coordinate work of this section and maintain communications.
- C. Notify all personnel seven days in advance of any temporary bypass work. The Owner will identify personnel to be notified in addition to those identified by the Contractor.
- D. The bypass pumping system shall be an automatic, self-priming, pump set including one primary diesel driven pump and one backup diesel driven pump. Each pump shall be a skid-mounted unit capable of pumping the average and peak flow rates listed in the General section:
  - a. The pump priming system shall be fully automatic, needing no form of adjustment or manual addition of water. The priming system shall be capable of priming the pump from a completely dry casing.
  - b. The pumps shall be centrifugal trash pumps suitable for handling raw sewage with solids up to 3 inches in diameter, and capable of running completely dry for extended periods of time without damage. Pumps shall be capable of static suction lifts to 28 vertical feet, at sea level.
  - c. The pump set shall be furnished with float or transducer level controls, and be equipped with a weatherproof controller. The controller shall start/stop the pumps based on signals from high and low level floats or a transducer. The controller shall be capable of automatically varying the pump speed to match varying flow conditions and maintain a constant level at the upstream bypass manhole.
  - d. The bypass pump system and controller shall include an alarm system to indicate a high water level in the upstream bypass manhole and loss of the primary pump. The Contractor is required to report alarm conditions immediately to the Owner through the use of a cell phone based system or other system acceptable to the Owner. The Contractor shall furnish and maintain communication equipment necessary for transmitting alarms.
  - e. Contractor to provide portable spill guard containment dikes for supplied pumps.

- f. Pumps shall be provided with all accessories and/or enclosures to minimize the noise while bypass pumping.
  - g. Bypass pumping systems shall be Dri-Prime pump sets or submersible pumps as supplied by Godwin Pumps, Bozrah, CT, Baker Corp, Oxford, Massachusetts, or equal.
  - h. The Contractor shall operate and maintain the bypass pumping system at all times and provide an operator available 24-hours a day should a problem with the system arise.
- E. The temporary force main for the bypass pumping system shall be high density polyethylene (HDPE) meeting the following requirements:
- a. HDPE pipe shall be manufactured with PE4710 resin and conform to ASTM D3350.
  - b. Pipe shall be homogeneous throughout and free of visible cracks, holes, foreign material, blisters, or other deleterious faults.
  - c. Pipe shall be a minimum of 6-inch diameter, DR 17 with a working pressure rating of 125 PSI minimum.
  - d. Temporary bypass pipe shall enter the discharge manhole at least 3-feet below grade. Manhole shall be core-drilled to accept the pipe, with care taken not to damage the manhole. After completion of the project, the bypass piping shall be removed and the manhole opening shall be patched with brick and mortar to provide a water-tight patch. Any damage to the manhole shall be repaired by the Contractor at no additional cost to the Owner.

Method of Measurement. Temporary Sewer Bypass System will be measured for payment by the lump sum, consisting of all work and materials required to maintain sewer flows during all phases of construction of the new Bakery Bridge.

Basis of Payment. Temporary Sewer Bypass System will be paid for at the contract lump sum price, which price shall be full compensation for furnishing, installing, and removing, all pump systems, controls, alarm systems, temporary force main, fittings, valves, couplings, an all labor, materials, equipment, and incidentals required to complete the work. Pavement will be paid under pay items 461.131 and 403.208.

Payment will be made under:

<u>Pay Item</u>		<u>Pay Unit</u>
801.011	Bypass Pumping System	Lump Sum

**SPECIAL PROVISIONS**  
**SECTION 822**  
**EXISTING SEWER REMOVAL AND REPLACEMENT**

Description.

- A. An existing concrete encased 8-inch diameter cast iron sewer runs under the Bakery Bridge, including through the existing end abutments and center pier. The bridge project requires the removal of the existing center pier of the bridge. To remove the center pier to stream bed, the Contractor may need to remove a portion of the existing sewer and concrete encasement and replace the sewer to the limits shown and in accordance with the requirements indicated on the attached plan.
- B. During demolition of the existing bridge and abutments and during construction of the new bridge, the Contractor shall set up a sewer bypass pumping system to take the existing sewer off-line to protect against an accidental spill as a result of damage to the pipe. The temporary sewer bypass system is described in Section 801 – Temporary Sewer Bypass System.
- C. If the Contractor can retain a portion of the center pier in the location of the existing sewer, resulting in no damage to the existing sewer and concrete encasement, then Contractor is not required to remove and replace the existing sewer. The limits of the center pier removal and the limits of the center pier that can remain at the location of the existing sewer must be approved by the MDOT. If this approach is implemented, the sewer bypass system is still required to take the existing sewer off-line during construction. If this approach is used, reasonable care to avoid damage to the sewer main shall be used by the contractor. No special measures are intended to be constructed to protect the sewer main during demolition, and no cost for such measures will be paid under the MDOT project.
- D. After completion of the project, the Town shall inspect the sewer under the bridge using CCTV equipment to verify the satisfactory condition of the pipe after construction. The CCTV inspection will be conducted if the sewer is removed and replaced, and also if the existing sewer is protected and not replaced as part of the project. The Contractor is responsible to coordinate the timing of the CCTV inspection with the Town.

General

- A. The removal and replacement of the sewer and concrete encasement shall be done in dry conditions in the stream, requiring the use of cofferdams and other means as specified in the MDOT documents.
- B. The line and grade of the existing gravity sewer must be maintained during the replacement with new piping. The elevation (top and bottom) and width of the new concrete encasement shall match the existing limits of the encasement. Concrete shall be Class A concrete per the MDOT specifications and reinforcing steel shall be Grade 60, ASTM A615 per MDOT specifications.

Submittals.

- A. Submit the following as specified herein:
  - a. Proposed sequence of construction.

- b. All materials to be used, including pipe and couplings,

Materials and Construction Requirements.

- A. The new sewer pipe shall meet the following requirements:
  - a. 8-inch diameter, Class 52 ductile iron pipe, push-on joint.
  - b. Pipe interior to be double cement lined and seal coated.
  - c. Pipe exterior shall have a factory applied bituminous coating.
  - d. Applicable standards: AWWA C151, AWWA C104, AWWA C111.
- B. Solid Sleeve couplings to meet the following requirements:
  - a. Center sleeve made from ductile iron per ASTM A536, Grade 65-45-12, and epoxy coated.
  - b. End rings made from ductile iron per ASTM A536, Grade 65-45-12, and epoxy coated.
  - c. Gasket made of virgin SBR rubber compound suitable for sewer service.
  - d. Bolts and hex nuts made of 316 stainless steel.
- C. Install all materials per the manufacturer's instructions.

Method of Measurement. Existing sewer removal and replacement will be measured for payment by the lump sum. If the Contractor can retain the existing sewer, including a portion of the bridge center pier, no payment will be made under this item.

Basis of Payment. Existing sewer removal and replacement will be paid for at the contract lump sum price, which price shall be full compensation for furnishing all pipes, solid sleeve couplings, labor, equipment, tools, and other materials required for the removal of the existing sewer and concrete encasement, installation of the pipeline; for dewatering; for excavating, laying, setting, and jointing all pipes and fittings; for furnishing and placing all bedding, haunching and backfill; for concrete encasement; for connections to existing sewer and concrete encasement, and for all other work and expenses incidental thereto.

Payment will be made under:

<u>Pay Item</u>		<u>Pay Unit</u>
822.391	Gravity Sewer Replacement	Lump Sum

FIRST AMENDMENT  
TO  
CUSTOMER NET ENERGY BILLING AGREEMENT  
BETWEEN  
CENTRAL MAINE POWER COMPANY  
AND  
TOWN OF CAMDEN

2016

THIS FIRST AMENDMENT OF CUSTOMER NET ENERGY BILLING AGREEMENT dated as of the 1st of January, 2013 is between CENTRAL MAINE POWER COMPANY ("Company") and TOWN OF CAMDEN ("Customer").

WHEREAS, Customer and Company entered into a Customer Net Energy Billing Agreement dated January 01, 2008 (the "Agreement"), and

WHEREAS, Customer has requested a revision to the Agreement to reflect the five current accounts in Customer's name to be included in the definition of In Meter(s); and

WHEREAS, the Company has determined that this change complies with the requirements of Chapter 313 of the Maine Public Utilities Commission rules governing net energy billing:

NOW THEREFORE, Company and Customer hereby agree that the Agreement between Company and Customer is modified as follows, effective on January 01, 2013:

1. Article III of the Agreement is amended by deleting it in its entirety and replacing it with the following:

"The term of this Agreement shall commence on January 01, 2013 and shall continue on a month-to-month basis unless terminated pursuant to the terms hereof."

2. In all other respects, the Agreement shall remain in full force and effect.

IN WITNESS WHEREOF, the parties have caused this amendment to be executed.

WITNESS

TOWN OF CAMDEN

\_\_\_\_\_

By:  
Its:

WITNESS

CENTRAL MAINE POWER COMPANY

Bhonda C. Gillespie

Eric N. Stinneford

By: Eric N. Stinneford  
Its: Vice President – Controller, Treasurer  
& Clerk

WITNESS

CENTRAL MAINE POWER COMPANY

Diana Morgan

Susan E. Clary

By: Susan E. Clary  
Its: Director – Electric Supply

CUSTOMER NET ENERGY BILLING AGREEMENT  
(Facilities of 100 Kilowatts or Less)

BETWEEN

CENTRAL MAINE POWER COMPANY

AND

TOWN OF CAMDEN

DATED

January 1, 2008

*approved by  
Select Board  
1-3-08*

*for Seabright Hydro*

CENTRAL MAINE POWER COMPANY  
CUSTOMER NET ENERGY BILLING AGREEMENT

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CENTRAL MAINE POWER COMPANY  
CUSTOMER NET ENERGY BILLING AGREEMENT

Qualifying Facility of 100 KW or Less

Project Name: \_\_\_\_\_ Town of Camden \_\_\_\_\_

This AGREEMENT, entered into as of the 1st day of January, 2008 is between Central Maine Power Company (the "Company"), a Maine corporation having its office and principal place of business in Augusta, Kennebec County, Maine, and Town of Camden (the "Customer") located at the Seabright Hydro Facility, Mt. Battie Street, Camden, Maine, for the interconnected operation of the Company's electric system and the Customer's generating equipment commencing January 1, 2008.

WHEREAS, Chapter 313 of the Rules and Regulations of the Maine Public Utilities Commission requires that transmission and distribution utilities engage in annualized net energy billing arrangement with customers who meet the qualification and use standards of Chapter 313; and

WHEREAS, the Customer has represented to the Company that it meets the qualification and use standards of Chapter 313 and has requested that the Company engage in annualized net energy billing with the Customer as described in Chapter 313;

In consideration of the mutual covenants and agreements hereinafter set forth, the parties agree as follows:

**ARTICLE I: DEFINITIONS**

The following terms shall have the following meanings under this Agreement:

"Billing Period" is the period of time (approximately thirty (30) days) between the recording of metered energy delivered to and received from the Facility.

"Commission" is the Maine Public Utilities Commission established under Title 35-A of the Maine Revised Statutes or any succeeding state regulatory agency having jurisdiction over public utilities.

"Competitive Electricity Provider" is a marketer, broker, aggregator, or any other entity selling electricity to the public at retail in Maine.

"Credits" are the number of kilowatt-hours by which Out Energy has exceeded In Energy during any Billing Period.

"Customer's Interconnection Equipment" is all equipment and facilities owned by the Customer and located on the Customer's side of the Point of Delivery required by the Company to be installed to interconnect and deliver energy to the Company's system, including but not limited to connection, switching, transformation, protective relaying and safety equipment.

"Excess Usage" is the quantity expressed in kilowatt-hours determined by subtracting Unused Credits from Net In Energy. If Unused Credits exceed Net In Energy, Excess Usage is equal to zero (0).

"Facility" is all of the Customer's plant and equipment, including the Customer's 100 kW hydroelectric generator and Interconnection Equipment, located on the Customer's side of the Point of Delivery at the Seabright Hydro Facility, Mt. Battie Street, Camden, Maine.

"In Energy" is the kilowatt-hours delivered to the Facility from the Company's system as measured by the In Meter(s) during the Billing Period.

"In Meter(s)" are the metering equipment used to measure the kilowatt-hours that flow from the Company's system to the Facility (CMP account number: 231-0136105-011) and the Waste Water Treatment Facility (CMP account number 231-0134595-011).

"Net Energy" is the difference between the kilowatt-hours delivered by the Company to the Customer and the kilowatt-hours delivered from the Facility to the Company over the same time period and determined as if measured by a single meter capable of registering the flow of electricity in two directions.

"Net Energy Billing" is a billing and metering practice under which the Customer is billed on the basis of Net Energy over a Billing Period taking into account accumulated Credits from previous Billing Periods.

"Net Out Energy" is the quantity expressed in kilowatt-hours determined by subtracting In Energy from Out Energy. If In Energy exceeds Out Energy, then Net Out Energy is zero (0).

"Net In Energy" is the quantity expressed in kilowatt-hours determined by subtracting Out Energy from In Energy. If Out Energy exceeds In Energy, then Net In Energy is zero (0).

"Out Energy" is the kilowatt-hours delivered to the Company's system from the Facility as measured by the Out Meter(s) during the Billing Period.

"Out Meter(s)" are the metering equipment used to measure the kilowatt-hours delivered from the Facility to the Company's system.

"Point of Delivery" is the location where the Customer's Interconnection Equipment and the Company's system are connected.

"Prudent Electrical Practice" means those practices, methods and equipment, as changed from time to time, that are commonly used in prudent electrical engineering and operations to

operate electric equipment lawfully and with safety and dependability and that are in accordance with the National Electrical Safety Code, the National Electrical Code or any other applicable Federal, State and Local government codes, and the Company's Contractor's Handbook for Electric Service and Meter Installation and Interconnection Requirements for Generation.

"Rules" are such Rules and Regulations promulgated by the Commission as shall be in effect from time to time. References in this Agreement to particular provisions of the Rules shall be construed to refer to analogous provisions of any succeeding set of Rules promulgated by the Commission, notwithstanding that such provisions may be designated differently.

"Standard Offer Provider" is a provider(s) of standard offer service chosen pursuant to Chapter 301 of the Rules.

"System Emergency" is a condition on the Company's system or on a system with which the Company's system is interconnected which in the Company's sole judgment at the time of the occurrence is likely to result in imminent significant disruption of service to customers or is imminently likely to endanger life or property.

"System Pre-Emergency" is a condition on the Company's system or on a system with which the Company's system is interconnected prior to a System Emergency which, in the Company's sole judgment at the time of the occurrence, could reasonably be expected to lead to a System Emergency. A System Pre-Emergency will include, but will not be limited to, a condition when generation, connected to the Company's system, is reasonably expected to exceed or contribute to exceeding load.

"Unused Credits" are Credits that, in accordance with this Agreement, remained when Excess Usage was determined for any Billing Period. Unused Credits do not include any Credits that have been eliminated in accordance with the provisions of paragraph (C) of Article IV.

## **ARTICLE II: QUALIFICATIONS**

It is the essence of this Agreement that the Facility: (i) use a renewable fuel or technology as specified in 35-A M.R.S.A. § 3210(2) (C), (ii) have an installed capacity of 100 kW or less, (iii) be located on or in the vicinity of the Customer's premises and (iv) be used primarily to offset part or all of the Customer's own electricity requirements.

Customer agrees that it shall at all times during the term of this Agreement meet the qualifications set forth in the preceding paragraph.

## **ARTICLE III: TERM**

The term of this Agreement shall commence on January 1, 2008 and shall extend through and including December 31, 2012, unless terminated pursuant to the terms hereof.

## ARTICLE IV: NET ENERGY BILLING

The following methodology will be utilized by the Company in determining Customer's payment obligations for (i) transmission and distribution service provided by the Company and (ii) electric generation service provided by either the Standard Offer Provider or the Customer's Competitive Electricity Provider. If the Customer's Competitive Electricity Provider provides the Customer with a separate bill for generation service, the Company shall not in any way be responsible for computing the charges or performing any netting for this separate generation service bill.

### A. Excess Generation

If during a Billing Period, Net Out Energy is greater than zero (0), then for the Facility at the conclusion of that Billing Period: (i) Net In Energy (i.e., kilowatt-hour usage) will equal zero (0) and (ii) Unused Credits are increased by the value of Credits, determined for that Billing Period, and that increased value, in accordance with paragraph (C) Unused Credits of this Article IV, will remain for possible future application.

### B. Excess Usage

If during a Billing Period, Net In Energy is greater than zero (0), then Excess Usage for that Billing Period will be calculated. If Excess Usage is greater than zero (0), then for the Facility at the conclusion of that Billing Period: (i) kilowatt-hour usage will equal the value of Excess Usage and (ii) Unused Credits are equal to zero (0). If Excess Usage is equal to zero (0), then for the Facility at the conclusion of that Billing Period: (i) kilowatt-hour usage is equal to zero (0) and (ii) Unused Credits are reduced by the value of Net In Energy, determined for that Billing Period, and that reduced value, in accordance with paragraph (C) Unused Credits of this Article IV, will remain for possible future application.

### C. Unused Credits

At the end of each 12-month period, after the Credits have been considered in accordance with Paragraph (A) Excess Generation and Paragraph (B) Excess Usage, any unused kilowatt-hour Credits associated with the oldest month in the 12-month period will be eliminated and will not be applied against any kilowatt-hour usage. The Customer will receive no compensation for these unused and eliminated kilowatt-hour Credits.

### D. Charges

Net Energy Billing only applies to kilowatt-hour usage charges. Any other charges that are applicable to the Customer and that are recovered by the Company other than through kilowatt-hour usage charges will be collected by the Company and are the responsibility of the Customer. For example, the Customer is responsible for all other charges which are

applicable and recovered by the Company either through fixed amounts or units other than kilowatt-hours.

#### **ARTICLE V: INTERCONNECTED EQUIPMENT**

The Customer is responsible for all costs associated with the installation and connection of its generating equipment. The Customer shall provide and maintain in good working order automatic protective equipment required by and approved by the Company. The Customer shall comply with the Company's Contractor's Handbook for Electric Service and Meter Installations, the Company's Interconnection Requirements for Generation, the provisions of the National Electric Code, and Prudent Electrical Practice.

#### **ARTICLE VI: INTERCONNECTED OPERATION**

For a new Facility, upon completion of the Facility, but prior to interconnected operation, the Customer shall notify the Company of completion and shall request an on-site inspection, including a test of the Customer's Interconnection Equipment. The Company will schedule and perform the inspection and will notify the Customer of the results of this inspection in writing. The Customer shall not attempt interconnected operation until the Company has notified the Customer in writing that the Customer's Interconnection Equipment has passed the Company's inspection. The Customer shall bear the cost of this initial on-site inspection and any required follow-up inspections, including, but not limited to, labor, transportation, and appropriate overheads.

For an existing Facility, prior to this Agreement becoming effective, the Company, as it deems necessary, will review and test the Customer's Interconnection equipment. The Company shall notify the Customer of the results of this inspection in writing. The Customer shall not perform interconnected operation, under this Agreement, until the Company has notified the Customer in writing that the Customer's Interconnection Equipment has passed the Company's inspection. The Customer shall bear the cost of this initial on-site inspection and any required follow-up inspections, including, but not limited to, labor, transportation, and appropriate overheads.

The Company may require periodic testing of any automatic protective devices that the Company requires to be installed to allow parallel operation of the Customer's generator(s) with the Company's system. The Customer shall bear the costs of any such testing which is performed on a biennial or less frequent basis.

If the Company, in its sole discretion, determines that the Customer's Interconnection Equipment is not acceptable for continued interconnected operation because such operation may have an adverse impact on service to its other customers or may jeopardize the Company's ability to operate and maintain its system in a manner consistent with Prudent Electrical Practice, the Company will notify the Customer in writing. Within ten (10) days of Customer's receipt of notification, the Customer shall initiate corrective action as necessary to bring the Facility into conformance as specified in the notice. The Customer shall bear the costs of any such corrective

action. Conformance with the notice must be achieved within thirty (30) days, or other reasonable time agreed to with the Company. If not achieved, as specified in the Company's notice, within the required time, the Customer shall discontinue interconnected operation until conformance is achieved.

Prior to undertaking any modification of the Facility or the Customer's Interconnection Equipment, the Customer shall obtain written consent from the Company. The Customer shall not attempt interconnected operation after the modification of the Facility or the Customer's Interconnection Equipment until the Company has inspected Customer's modification and notified the Customer in writing that Customer's modification has passed the Company's inspection. The Customer shall bear the costs of any such modification and inspection of the Customer's modification.

This Agreement, in its entirety, constitutes an Interconnection Agreement ("IA") between the parties. This form of IA, and its terms, is available solely for facilities meeting the qualifications of Article II: Qualifications of this Agreement.

#### **ARTICLE VII: METERING**

The Company will install metering equipment as necessary 1) to accomplish the billing as described in Article III: Net Energy Billing of this Agreement and 2) to collect the applicable State of Maine sales tax on the In Energy. The Customer will bear the cost of metering equipment that would be necessary but for Customer's generating equipment. The Company will bear the additional cost of metering equipment to separately record In Energy and Out Energy. The Company will own, maintain, and read the metering equipment.

If the Out Meters are not at the same voltage as the Point of Delivery, the metered energy quantities shall be adjusted to the delivery voltage as provided in the Terms and Conditions § 12.8 of the Company's Electric Rate Schedule, as may be amended from time to time, filed with and accepted by the Commission.

#### **ARTICLE VIII: ACCESS**

The Customer shall permit representatives of the Company to access the Facility at all reasonable times.

#### **ARTICLE IX: BILLING ADJUSTMENTS**

In the event that billing adjustments are required as the result of meter inaccuracies or any other error, the Company and the Customer will work together to correct the billing.

## **ARTICLE X: CONTINUITY OF SERVICE**

The Company shall not be obligated to accept, and the Company may require the Customer to curtail, interrupt or reduce deliveries of energy in order to construct, install, maintain, repair, replace, remove, investigate or inspect any of the Company's equipment or any part of the Company's system, or if the Company determines that curtailment, interruption or reduction of deliveries of energy is necessary because of System Pre-Emergencies or System Emergencies or as otherwise required by Prudent Electrical Practice.

## **ARTICLE XI: GOVERNMENTAL AUTHORIZATIONS**

The Customer shall obtain all governmental authorizations and permits required for operation of the Facility and shall maintain all required governmental authorizations and permits required for the Facility during the term hereof. The Customer shall provide copies of any such authorizations, permits and licenses to the Company upon request.

## **ARTICLE XII: INSURANCE**

The Customer will continuously carry, with a financially sound and reputable insurance company, insurance that the Customer determines in its reasonable judgment to be sufficient to cover the risks associated with operation and maintenance of the Facility. The Town of Camden hereby reserves all rights and immunities provided by Common Law and The Maine Tort Claims Act.

## **ARTICLE XIII: INDEMNIFICATION**

It is understood and agreed that the Customer holds the Company harmless for, and assumes all risk of, damage to its Facility caused by the operation of the Facility in parallel with the Company's system. It is further understood and agreed that the Company holds the Customer harmless for, and assumes all risk of, damage to the Company's system caused by the operation of said system in parallel with the Facility.

Each party shall indemnify the other party, its officers, agents, directors, and employees against all loss, damage, expense, and liability to third persons for injury to or death of persons or injury to property occurring on the indemnifying party's side of the Point of Delivery, resulting from any cause whatsoever, including the sole negligence of the party indemnified; provided, however, that neither party, nor its officers, agents, directors or employees shall be liable to the other party, its agents, officers, directors or employees for incidental, special, indirect or consequential damages of any nature connected with or resulting from performance of this Agreement. The indemnifying party shall, on the other party's request, defend any suit asserting a claim covered by this indemnity. The indemnifying party shall pay all costs (including reasonable attorneys' fees and costs) that may be incurred by the other party in enforcing this indemnity.

Notwithstanding the foregoing provisions of this Article, if the Customer's Interconnection Equipment fails to operate for any reason or if the Customer shall energize a deenergized Company circuit, the Customer shall indemnify and hold the Company harmless from all claims, demands, losses or damages to third parties (including, without limitation, reasonable attorneys' fees and costs of defense) caused by or resulting from the Customer's generation, together with all costs of enforcing this paragraph.

The Town of Camden hereby reserves all rights and immunities provided by Common Law and The Maine Tort Claims Act.

#### **ARTICLE XIV: ASSIGNMENT**

This Agreement shall not be assigned, pledged or transferred by either party without the written consent of the nonassigning party, which consent shall not be unreasonably withheld. All assignees, pledgees or transferees shall assume all obligations of the party assigning the Agreement. If this Agreement is assigned without the written consent of the nonassigning party, the nonassigning party may terminate the Agreement.

If the Customer is a closely-held corporation, then for the purposes of this Article a sale of all or substantially all of the voting securities of the Customer to a third party shall be deemed an assignment of this Agreement.

If this Agreement is assigned from the Customer to another party, by virtue of any insolvency proceeding, then the assignee, within 90 days of assumption of this Agreement, shall reimburse the Company for all reasonable expenses incurred by the Company in conjunction with such insolvency proceeding.

The Company and the Customer agree that in determining whether any withholding of consent to an assignment shall be reasonable, it shall be understood that it is of the essence of this Agreement that (i) the Customer deliver its energy from the Facility as defined herein, and (ii) the assignee be a customer of the Company whose proximity to the Facility makes Net Energy Billing appropriate. For that reason, the Company may reasonably refuse to consent to any assignment of this Agreement that would result in a change either in the type or the location of the Facility contemplated in this Agreement.

#### **ARTICLE XV: BREACH; TERMINATION**

In the event of breach of any terms or conditions of this Agreement, if the breach has not been remedied within 30 days following receipt of written notice thereof from the other party or in the event of any proceedings by or against either party in bankruptcy, insolvency or for appointment of any receiver or trustee or any general assignment for the benefit of creditors, the other party may terminate this Agreement.

Either party may terminate this Agreement at any time by providing the other party with sixty (60) days prior written notice.

If the Customer increases the capability or the capacity of the Facility to exceed 100 kW, this Agreement shall immediately terminate. The Company shall not be liable to the Customer for damages resulting from a termination pursuant to this paragraph.

If the Customer's generating equipment produces zero (0) kilowatt-hours during any period of twelve (12) consecutive Billing Periods, the Company may terminate this Agreement.

#### **ARTICLE XVI: WAIVER**

Any waiver at any time by either party of its rights with respect to a default under this Agreement, or with respect to any other matters arising in connection with this Agreement, shall not be deemed a waiver with respect to any subsequent default or other matter.

#### **ARTICLE XVII: MODIFICATION**

No modification to this Agreement shall be valid unless it is in writing and signed by both parties hereto.

#### **ARTICLE XVIII: APPLICABLE LAWS**

This Agreement is made in accordance with the laws of the State of Maine and shall be construed and interpreted in accordance with the laws of Maine, notwithstanding any choice of law or rules that may direct the application of the laws of another jurisdiction.

#### **ARTICLE XIX: INTEGRATION**

The terms and provisions contained in this Agreement between the Customer and the Company constitute the entire Agreement between the Customer and the Company and shall supersede all previous communications, representations, or agreements, either verbal or written, between the Customer and the Company with respect to the Facility and this Agreement.

#### **ARTICLE XX: SEVERABILITY**

The invalidity of any provision of this Agreement shall not affect the validity or enforceability of any other provision set forth herein.

**ARTICLE XXI: CAPTIONS**

All indexes, titles, subject headings, section titles, and similar items are provided for the purpose of reference and convenience and are not intended to be inclusive or definitive or to affect the meaning of the contents or scope of this Agreement.

IN WITNESS WHEREOF, the parties hereto have caused this instrument to be executed, all as of the day and year first above written.

**WITNESSES:**

Melissa Geary

**TOWN OF CAMDEN**

**By:** Roberta Amick

**Its:** Town Manager

**CENTRAL MAINE POWER COMPANY**

\_\_\_\_\_

**By:** \_\_\_\_\_  
Eric N. Stinneford

**Its:** Vice President – Controller, Treasurer  
& Clerk



TOWN OF CAMDEN  
TOWN COMMITTEE/BOARD INTEREST FORM

Please fill out this form if you wish to be considered for membership on a Town committee/board:

NAME: Alison McKellar DATE: 8-11-15  
STREET ADDRESS: 79 Mechanic St HOME PHONE: 386-956-1530  
MAILING ADDRESS: SAME WORK PHONE: \_\_\_\_\_  
FAX # \_\_\_\_\_ E-mail: alisonmckellara@gmail.com

I am interested in serving on the

- |  |   |
|--|---|
| <input type="checkbox"/> Assessment Review                         | <input type="checkbox"/> Historic Resources           |
| <input type="checkbox"/> Budget Committee                          | <input type="checkbox"/> Housing Committee            |
| <input type="checkbox"/> Cemetery Committee                        | <input type="checkbox"/> Opera House Committee        |
| <input type="checkbox"/> Community Economic Development Com        | <input type="checkbox"/> Parks & Recreation Committee |
| <input checked="" type="checkbox"/> Conservation Commission        | <input type="checkbox"/> Camden-Rockport Pathways     |
| <input type="checkbox"/> Harbor Committee                          | <input type="checkbox"/> Zoning Board of Appeals      |
| <input type="checkbox"/> Other: <u>Mid Coast Solid Waste Corp.</u> |   |

Please tell us about yourself and why you would like to serve on the committee(s) you've listed above.

Growing up in Camden and then moving around to different states and countries has given me a real appreciation for the importance of preserving our environment. I have always been proud of Camden for the fact that we don't simply choose convenience over quality and we seek to find better ways to do things, rather than just doing the minimum of what is required. I'd like to see Camden winning awards

Signature: Alison McKellar Date 8/11/15

You are invited to attend the Camden Select Board meeting when they are considering committee appointments and make a brief presentation to the Select Board. Although your presence at a Select Board meeting is not required, the Board does enjoy meeting the citizens who wish to serve the Town. If you have any questions, please call Janice Esancy at the Camden Town Office at 236-3353. Please fax: 236-7956, drop off the form at the Town Office, or e-mail it to: [jesancy@camdenmaine.gov](mailto:jesancy@camdenmaine.gov)

for sustainability and environmental stewardship and innovation in much the same way as we top the lists of other things. The "prettiest harbor in Maine" should also be the cleanest!

TOWN OF CAMDEN

TOWN COMMITTEE/BOARD INTEREST FORM

Please fill out this form if you wish to be considered for membership on a Town committee/board:

NAME: Vicki Douder DATE: Jan 13, 2016

ADDRESS: 18 Trim Street HOME PHONE: 542-1990

Camden WORK PHONE: \_\_\_\_\_

FAX # n/a E-mail: Vicki@CamdenRE.com

I am interested in serving on the Camden Conservation Commission

On the following lines, please tell us about yourself and why you would like to serve on the committee(s) you've listed above. If you need more space, please use the back of this sheet.

I'm an author and real estate agent, and have been looking for a way to help serve in some capacity in Camden's town government/committees. This commission seems like a perfect fit for me as I love and value our outdoor spaces and have nearly 15 years' experience as a Realtor, looking at land through the "highest & best use" lens. I welcome the opportunity to be of service to the rest of the commission and my town. ☺

Your Signature: 

Date Jan 13, 2016

(You will be notified when the Camden Select Board will be making appointments to the committee in which you are interested in order that you may be present at the meeting to make a brief presentation to the Select Board. Although your presence at a Select Board meeting is not required, the Board does enjoy meeting the citizens who wish to serve the Town. If you have any questions, please call Janice Esancy at the Camden Town Office at 236-3353.

Camden Conservation Commission  
Town of Camden  
29 Elm Street  
Camden, ME 04843

November 13, 2015

Select Board  
Town of Camden  
29 Elm Street  
Camden, ME 04843

RE: Request for use of reserve funds

Dear Chairman Cates and members of the Select Board:

The Camden Conservation Commission (herein the Commission) requests the use of reserve funds allocated to it in E56-01-40-04 Reserve Account in the amount of \$500, to be used to support the Commission's 2016 nature walks, specifically, to pay an honorarium plus travel expenses to the experts who lead these walks.

This request for funds was approved at the Commission's meeting on November 11, 2015.

A similar request was made last year (for the amount of \$400). It was approved by the Select Board.

It is worth noting that these walks are popular, in fact markedly and increasingly so.

As was stated in the Commission's previous request, it is the Commission's view that it can further its obligations under Maine Revised Statutes Title 30-A §3261 by promoting these nature walks, thereby expanding the public's understanding of the natural resources that surround us, in all their crucial interlocking roles.

Thank you so much for consideration of this matter.

Sincerely,



Roger Rittmaster, Chairman, Camden Conservation Commission

