

Distributed to Council by  
Dan Wathen @ 8/4/04  
OUTLINE Meeting

1. The Lithgow program requires an expansion to 30,000 square feet or, at least, to 26,000 square feet.
2. An expansion of this magnitude, at this time, will cost more than can reasonably be funded by municipal bonds alone.
3. A smaller expansion, to 20,000 square feet, would not serve the program needs adequately and would not be a prudent expenditure.
4. The project to expand Lithgow should be continued by first mounting an active campaign of private fundraising. The City should complement that effort by establishing and dedicating a fund for library restoration and expansion from current assets. Finally, the balance of the project should be funded by the issuance of municipal bonds.
5. In the interim, the maintenance deficiencies must be addressed in a manner consistent with restoration and expansion.
6. Alternate locations for Lithgow were explored, but moving the library would diminish its historic, civic and cultural importance in its present location in the core of the City. In addition, a different location such as the Buker School would undermine the private fundraising effort that will be needed to support any expansion.

**AGREEMENT BETWEEN THE  
CITY OF AUGUSTA AND AUGUSTA TRAILS  
RELATING TO DEVELOPMENT, MAINTENANCE, USE, PROMOTION, AND SUPPORT  
OF THE  
BOND BROOK RECREATION AREA TRAIL SYSTEM**

THIS AGREEMENT (the "Agreement") is entered into this \_\_\_ day of \_\_\_\_\_, 20\_\_ (the "Effective Date"), by and between the City of Augusta, a Maine municipal corporation (the "City") and Augusta Trails, a Maine nonprofit corporation located in Augusta, Maine ("Augusta Trails").

**RECITALS**

*WHEREAS*, the City owns parcels of property consisting of approximately two hundred sixty-six (266) acres bounded by Bond Brook, the Augusta State Airport, and the City's Department of Public Works and known as the Bond Brook Recreation Area (the "BBRA"); and

*WHEREAS*, on October 6, 2008, the Augusta City Council adopted the "Short Term Plan" for the BBRA and therein "[e]ncourage[d] the establishment of independent organizations to help facilitate the development of the Park"; and

*WHEREAS*, the City Council approved the Forest Management Plan for the BBRA as commissioned and developed by the Augusta Conservation Commission and the Augusta Tree Board; and

*WHEREAS*, the City and Augusta Trails wish to further the development, maintenance, use, promotion, and ongoing support of a single system of multi-use, four-season public recreational trails at the BBRA, in a manner consistent with the Short Term Plan and the Forest Management Plan for the BBRA; and

*WHEREAS*, the City recognizes the great potential for recreation and economic development that the BBRA trail system represents; and

*WHEREAS*, the City recognizes the work done to date by Augusta Trails to develop, raise funds for, and promote the BBRA trail system; and

*WHEREAS*, the City and Augusta Trails desire to define their respective roles and responsibilities with respect to the development, maintenance, use, promotion, and ongoing support of the trail system at BBRA; and

*WHEREAS*, it is the intent of the City and Augusta Trails that all provisions of this Agreement, and all actions taken pursuant to this Agreement be consistent with Augusta Trails' [anticipated] status as a tax-exempt charitable organization under Section 501(c)(3) of the Internal Revenue Code.

*NOW THEREFORE*, in consideration of their mutual promises and undertakings, the parties hereby agree as follows:

**A. City's Rights as Property Owner**

1. Notwithstanding any other provision of this Agreement, the City shall retain all rights as owner of BBRA to ensure open public access to the BBRA and to adopt rules and regulations for operation and use of the BBRA that are consistent with the City Charter and the City's Code of Ordinances.

2. Augusta Trails acknowledges and agrees that all development of trails and related amenities within and about the BBRA, and all uses of the BBRA, are subject to all of the City's Code of Ordinances.

3. The City, after consultation with Augusta Trails, shall adopt appropriate rules and regulations, consistent with the terms of this Agreement, for operation and use of the BBRA.

4. With respect to all development, maintenance, and uses of trails within the BBRA, the parties agree to communicate and cooperate with each other in a reasonably timely and comprehensive manner.

**B. Compliance.**

The parties agree that all development and maintenance of trails, trailheads, and related amenities within and related to the BBRA shall comply with all applicable federal and state laws and regulations and with all City Ordinances.

**C. Access to BBRA.**

1. The parties understand and agree that, subject to Subsection 4 and any temporal limitations the City may impose on access, members of the public shall have access to the BBRA and its trails for non-motorized use at no cost; provided, however, that a fee may be charged to participants in and attendees at competitive, fundraising, or other events to cover costs of the event and ongoing maintenance of the BBRA.

2. In order to facilitate Augusta Trails' performance of its responsibilities under this Agreement, the City shall provide Augusta Trails with reasonable access to City's Public Works compound, Parks Building, and the area immediately surrounding the Public Works compound and Parks Building.

3. The parties agree that at certain competitive and/or fundraising events and during periods of maintenance at the BBRA, public access may be limited with respect to portions of the BBRA for reasonable times before, during, and after the event or maintenance.

4. The parties agree that, in order to promote Nordic skiing opportunities at the BBRA, snowshoeing may be prohibited on groomed Nordic ski trails.

**D. Development and Use of BBRA.**

1. Augusta Trails shall have primary responsibility for designing the further development and use of the BBRA, including without limitation development and use of the BBRA trail system and related facilities, and recommending to City Council proposed changes in such development and use; provided, however, that nothing in this Subsection is intended to reduce or alter the City's right, as owner of the BBRA and as stated in Section A, to control and direct development and use of the BBRA.

a. If an organization or individual requests a particular new use of the BBRA, a change in an existing use, or permission to conduct a particular event at BBRA, and Augusta Trails denies the request, the parties agree that the organization may petition the City Council for review of Augusta Trails' decision by filing with the City Manager a written petition setting forth in reasonable detail the nature of the request.

2. Augusta Trails shall have primary responsibility for funding further development of the BBRA, consistent with Section I and Subsection J(1).

3. The City shall cooperate with and assist Augusta Trails in the development of the BBRA trail system. The City's cooperation and assistance will include the following:

a. The City will sign contracts and other documents necessary for development of the trails if the City's signature is required because the City owns the land or for other reasons.

b. When requested by Augusta Trails and to the extent City resources are available, the City will furnish the services of its professional staff as consultants to Augusta Trails to assist in the development and use of the BBRA trail system, access road, trailheads, and other amenities at the BBRA. By way of example, matters as to which Augusta Trails may request such assistance include preparation of requests for proposals, analysis of bids, preparation of contracts, and design and engineering issues.

c. The City will assist Augusta Trails in identifying City ordinances and codes applicable to the development and use of the BBRA.

4. Augusta Trails shall develop, in consultation with the City, a uniform system of signage for all trails and trailheads in and related to the BBRA.

**E. Access Road and Trailheads.**

1. The City and Augusta Trails will cooperate in the design and construction of the access road to the so-called BBRA "stadium" or "bowl."

2. The City and Augusta Trails shall cooperate in the design and construction of trailheads for the BBRA.

3. In accordance with Section I, Augusta Trails shall be primarily responsible for raising the funds for the development and construction of the BBRA access road and trailheads.

**F. Maintenance.**

1. Subject to the City's operating budget constraints, the City shall provide:

a. As needed, mowing of trails and fields in BBRA, with assistance from Augusta Trails' volunteers;

b. As needed, snowplowing and snowblowing of the BBRA access road, the BBRA trailhead parking lots, and related BBRA areas; and

c. Routine trash removal at BBRA trailheads and other BBRA locations. Augusta Trails shall be responsible for ensuring larger, non-routine trash removal, such as after events at the BBRA.

2. Augusta Trails shall be responsible for grooming of Nordic ski trails at the BBRA.

3. Augusta Trails agrees to participate, through its volunteers, in the maintenance of trails at the BBRA, including without limitation the cutting of blowdowns and brush on trails.

4. Consistent with Subsections (1)-(3), the parties agree to communicate about and collaborate in the maintenance of the trails at the BBRA.

**G. Equipment.**

1. Augusta Trails agrees to purchase and retain in its own name equipment to be used for the grooming of Nordic ski trails at the BBRA (the "Nordic Ski Equipment"). The parties understand and agree that the Nordic Ski Equipment will be used not only at BBRA, but, with the consent of the landowners, at other not-for-profit public venues in the community open to the public for Nordic skiing, such as Pine Tree State Arboretum, Buker Center, and still-to-be-developed venues.

2. The City, to the extent consistent with the City's own needs for storage of equipment, will allow the Nordic Ski Equipment to be stored at its Public Works compound, or, if convenient for the City and Augusta Trails, at one or more other secure sites owned by the City.

3. The City will provide reasonable maintenance for the Nordic Ski Equipment. To the extent that the City provides such maintenance, Augusta Trails shall reimburse the City at its then regular rates for such maintenance.

## H. Security.

1. The City retains responsibility for the security of the BBRA and all trailheads related to the BBRA and the cost thereof.

2. Augusta Trails shall ensure that the organization or person conducting an approved event at BBRA arranges and pays for any increased law enforcement and/or paramedic services reasonably required for the event.

## I. Fundraising.

1. Augusta Trails shall have the lead role in raising funds for development, maintenance, and promotion of the BBRA trail system, including, but not limited to, identification of available public funding sources, strategies for solicitation from foundations and other private donors, direct solicitation of potential donors, conduct of fundraising events, engagement of fundraising professionals if appropriate, maintenance of one or more accounts for deposit of donations, and oversight of the application for and solicitation of funds.

2. The City shall provide Augusta Trails with assistance needed in furtherance of fundraising, including, but not limited to, the following:

a. Unless the City determines that a particular grant will inappropriately encumber the City by way of a match requirement, property encumbrance, or other restriction or burden, the City will assist Augusta Trails in preparing applications for grants for funds for the BBRA; will sign, or authorize Augusta Trails to sign on its behalf, any such applications and letters of support, and will communicate with any grant sources as necessary to obtain the awards of the grants.

b. City officials will contact or meet or communicate with potential donor organizations or potential individual donors, if requested by Augusta Trails.

c. City officials will meet with and assist any fundraising professional engaged by Augusta Trails.

3. In furtherance of the fundraising responsibilities undertaken by Augusta Trails under this Agreement, the City authorizes Augusta Trails to provide specific naming opportunities for buildings, amenities, trails, and other items or locations in or related to the BBRA. Augusta Trails shall inform the City on a reasonably periodic basis of all such naming opportunities granted.

4. The City authorizes Augusta Trails to act on its behalf to accept donations and other funds for the BBRA. The City will transfer to Augusta Trails within a reasonable time any donation that the City receives for the BBRA that the City is not required to retain by law or regulation. Any funds designated by the donor to benefit the BBRA and transferred to Augusta

Trails by the City under this Subsection shall be deposited by Augusta Trails in the BBRA Account in accordance with Subsection J(1).

5. Nothing in this Agreement precludes the City from contributing funds, by virtue of the issuance of a bond or other means, for the development, maintenance, and/or promotion of the BBRA trail system.

6. In accepting oversight for fundraising for the BBRA, Augusta Trails is not obligated to raise funds in any minimum amount necessary for development, maintenance, and/or promotion of the BBRA trail system.

**J. Revenues.**

1. Augusta Trails shall place in a separate Augusta Trails bank account (the "BBRA Account") all net revenues generated from events held at BBRA, whether from events sponsored by Augusta Trails or from events sponsored by other organizations and for which a certain percentage of the revenues are paid to Augusta Trails by the sponsoring organization. Augusta Trails shall ensure that all funds deposited in the BBRA Account are used for further development, maintenance, and support of the BBRA trail system, including equipment purchased to facilitate public recreational use of the BBRA trail system; provided, however, that Augusta Trails and City may agree in writing that funds in the BBRA Account may be used for another charitable purpose consistent with Augusta Trails status as a Section 501(c)(3) organization.

2. The parties understand and agree that all funds and revenues received by Augusta Trails other than those specified in Subsection (1) may be used by Augusta Trails for any of its charitable purposes in the development of public trails and public recreational opportunities in the Augusta area.

3. The City agrees that net receipts received by the City from timber harvesting on BBRA shall be used for the development of the BBRA trails and shall be expended in accordance with the City procurement ordinance; provided, however, that the City Council shall have the authority to disregard this Subsection (3) and spend such timber harvesting receipts for a different purpose(s) if the City Council determines that it is in the best interests of the City to do so.

**K. Informing the Public and Promoting the BBRA Trail System.**

1. Augusta Trails shall have primary responsibility for informing the public about the BBRA trail system and promoting the BBRA trail system and its benefits and advantages. Means by which Augusta Trails will promote the BBRA include without limitation: public announcements; press releases; website pages; calendars of events; and email and hard-copy mailings and other communications as appropriate to inform area residents of events and developments regarding the BBRA.

2. The City may, in its sole discretion, assist Augusta Trails in promoting the BBRA trails system and in the preparation and distribution of any announcements, brochures, or other materials communicating to the public information regarding the Park. The City agrees to include on its website links to the Augusta Trails' website and to the page of the Augusta Trails' website relating to the BBRA.

**L. Programming and Events.**

1. Augusta Trails and the City agree to collaborate, utilizing other organizations and persons as appropriate, in the development of programs, including educational programs, for area residents at the BBRA.

2. Augusta Trails, in accordance with all applicable City Ordinances and City-adopted rules and regulations relating to the BBRA, shall coordinate all programming, uses, and events at the BBRA. Augusta Trails shall establish an events committee for this purpose.

3. The parties agree that Augusta Trails may request an organization or person wishing to conduct an event, programming, or other use at the BBRA to pay to Augusta Trails as a precondition for such event or programming (i) the actual cost of security, paramedic services, trash removal, port-a-potties, and other services that Augusta Trails or the City determine are necessary for the event; and (ii) a reasonable fee to be paid to Augusta Trails, which fee Augusta Trails shall deposit in the BBRA Account to be used solely for the purposes specified in Subsection J(1).

4. When requested by Augusta Trails for events, programming or other uses at the BBRA, the City will provide for such events, programming, or uses port-a-potties, generators, or other equipment reasonably accessible to the City. When the City provides equipment pursuant to this Subsection, Augusta Trails shall reimburse the City for the City's actual cost of use of the equipment for the time it is used at BBRA.

5. Augusta Trails shall ensure that any organization or person conducting an event, programming, or use at the BBRA has secured all applicable permits, including, without limitation, a so-called "mass gathering" permit.

**M. Insurance**

1. Within 30 days after the date of this Agreement, the City will have in force a policy of liability insurance in an amount equal to that the City provides for itself and its personnel and the policy shall name as insureds, or additional insureds, the City, and its officers, employees, and agents; and Augusta Trails, the officers, directors, and employees, and agents of Augusta Trails. The policy shall also provide an extended reporting endorsement or "tail" coverage for a period sufficient to meet any applicable statute of limitations, if available at reasonable commercial rates. The City shall provide insurance coverage for the City, its officers, employees, and agents relative to acts or omissions relating to the BBRA under the City's existing policies of insurance to the extent that such policies provide such coverage.

2. Within 30 days after the date of this Agreement, Augusta Trails shall have in force a policy of liability insurance with limits of \_\_\_\_\_ \$1,000,000 per claim and \$2,000,000 annual aggregate for itself and its personnel and the policy shall name as insureds, or additional insureds, the City, and its officers, employees, and agents; and Augusta Trails, the officers, directors, and employees, and agents of Augusta Trails. The policy shall also provide an extended reporting endorsement or "tail" coverage for a period sufficient to meet any applicable statute of limitations, if available at reasonable commercial rates.

3. Each party Augusta Trails shall, within thirty (30) days after the date of this Agreement, provide the other party with a certificate evidencing the coverage required by Subsections (1) and (2). After such policies are policy is in effect, a party Augusta Trails must obtain the approval of the other party City as to any changes in coverage that are inconsistent with Subsections (1) and (2). A party The City may shall not unreasonably withhold, condition, or delay such approval.

4. The parties agree that before any organization or person holds an event in the BBRA, the organization or person must submit to Augusta Trails a certificate of insurance evidencing insurance coverage for the event with reasonable coverage limits satisfactory to Augusta Trails. [Specify required limits of coverage?]

5. The parties also will require all general contractors and sub-contractors performing services at the BBRA to have in force policies of insurance affording reasonably appropriate coverage.

6. Nothing in this Agreement is intended to preclude or limit any immunity that may be available to the City, Augusta Trails, or any of their officials, officers, directors, employees, volunteers, agents, or contractors including any immunity afforded by the Maine Tort Claims Act, any immunity afforded charitable directors, officers, or volunteers by 14 M.R.S.A. § 158-A, or any other statutory immunity.

#### **N. Indemnification.**

1. Augusta Trails shall indemnify the City against any claims for injury to persons or property arising out of the use of the BBRA by employees, volunteers, or agents of Augusta Trails, including costs of defense and reasonable attorney's fees, to the extent that any such claim is not covered by the City's policies of insurance coverage.

2. The City shall indemnify Augusta Trails against any claims for injury to persons or property arising out of the use of the BBRA by employees, volunteers, or agents of the City, including costs of defense and reasonable attorney's fees, to the extent that any such claim is not covered by the Augusta Trails' policies of insurance coverage.

#### **ON. Independent Contractor Status.**

It is expressly agreed and understood that each party's employees, volunteers, agents, or other personnel performing services hereunder shall at all times be acting and performing

services for all purposes as independent contractors and not as employees or agents of the other party hereto. Accordingly, except as expressly stated otherwise in this Agreement, neither party shall have or exercise any specific control or direction over the particular methods by which the other party shall perform or cause to be performed the responsibilities required by this Agreement. It is further understood and agreed that this Agreement shall not create or constitute either a partnership or a joint venture arrangement. Neither party nor any party's employees or other personnel shall have any claim against the other party under this Agreement or otherwise for any vacation pay, paid sick leave, retirement benefits, social security, workers' compensation, health, disability, professional malpractice, or unemployment insurance benefits or any other employee benefits of any kind. Each party shall be responsible for making all required tax filings with respect to the employees or other personnel performing services hereunder, including without limitation any required withholding filings, and shall provide the other party with satisfactory proof of the same on request.

**PO. Term**

By express agreement of the parties, this Agreement shall commence on the date first set forth above Effective Date and shall continue indefinitely unless and until terminated in accordance with Section QP.

**QP. Termination**

This Agreement may be terminated as follows:

1. By Agreement. The parties may terminate this Agreement at any time by mutual written agreement. Such termination shall be effective upon the date designated by the parties.

2. Without Cause. No sooner than ten (10) years after the Effective Date, either party may terminate this Agreement without cause by giving the other party at least one hundred eighty (180) days prior written notice.

23. For Cause. A party may terminate this Agreement for cause in accordance with the following:

a. A party seeking to terminate this Agreement for cause must first give the other party a written notice to cure specifying the acts or omissions constituting cause for termination and requiring the other party to cure the specified deficiency(ies) within a reasonable period of time not less than 90 days from the date of the notice. If the deficiency(ies) has/have not been remedied within the time specified in the notice, the party serving the notice to cure may then terminate this Agreement by serving written notice of termination on the other party.

b. As used in this Subsection QP(2), "cause" means the failure to comply with any material term of this Agreement or to perform satisfactorily material duties or requirements specified in this Agreement.

4. Automatic Termination. The City may terminate this Agreement automatically and without prior notice (i) upon the dissolution of Augusta Trails, or (ii) if Augusta Trails is adjudged bankrupt or becomes insolvent, or institutes or consents to any voluntary bankruptcy or similar arrangement, or a receiver or trustee is appointed for Augusta Trails for any similar reason.

34. Violation. In the event that any of the provisions of this Agreement are or may become violative of the provisions of the Internal Revenue Code of 1986 as amended (the "Code"), or any rules or regulations adopted by the Internal Revenue Service, or may jeopardize Augusta Trails' status as an organization described in Section 501(c)(3) of the Code, Augusta Trails may, at its option, terminate or alter the terms of this Agreement so that it no longer violates the same nor jeopardizes Augusta Trails' status as a Section 501(c)(3) organization. In the event of such an alteration by Augusta Trails, the City shall have the option of terminating this Agreement upon written notice to Augusta Trails.

45. Effect of Termination. Upon termination of this Agreement, neither party shall have any further obligations hereunder except for any obligations set forth herein that expressly or by their nature extend beyond the termination of this Agreement.

**RQ. No Liability.**

Augusta Trails accepts no liability or obligation, including financial, to develop the trail system at BBRA or any portion of BBRA if sufficient funding or regulatory or municipal approval(s) are not received in timely fashion or if development or construction are unduly constrained or prohibited by law, rule, permit, or force majeure.

**SR. Logo.**

Augusta Trails, in consultation with the City, shall develop a logo for the BBRA, and shall consult with City before any modification of the logo.

**TS. Notices.**

Any notice required under or relating to this Agreement shall be deemed sufficiently given to the other party if sent by certified mail, return receipt requested, to the following:

To City:  
City Manager  
City of Augusta  
16 Cony Street  
Augusta, ME, 04330

To Augusta Trails:  
President, Board of Directors  
Augusta Trails  
P.O. Box 817  
Augusta, Maine 04332-0817

Notice shall be deemed given one (1) day after being deposited in the United States mail. A party shall notify the other party in writing of any change of address..

**UT. Miscellaneous**

1. Amendment. The parties may amend this Memorandum of Understanding Agreement from time to time only by mutual written agreement.

2. Third Parties. This Agreement is entered into for the benefit of the parties hereto, and nothing in this Agreement shall be construed as creating or giving rise to any rights in any third parties or any persons other than the parties hereto, except as expressly set forth herein.

3. Binding Effect. The provisions of this Agreement shall apply to, bind, and inure to the benefit of the parties hereto and their respective successors, legal representatives, or assigns.

4. Section Headings. The titles to the sections in this Agreement are solely for the convenience of the parties and shall not be used to explain, modify, simplify, or aid in the interpretation of the provisions of this Agreement.

5. Severability. The invalidity or unenforceability of any particular provision of this Agreement shall not affect the validity or enforceability of any other provision, which shall remain in full force and effect.

6. Assignment. Neither party may assign this Agreement or any rights or obligations hereunder without the prior written consent of the other party, which consent shall not be unreasonably withheld, conditioned, or delayed.

7. Survival. The provisions of Sections \_\_\_\_\_ shall survive the termination of this Agreement.

87. Governing Law. This Agreement shall be governed by and interpreted in accordance with the laws of the State of Maine.

98. Entire Agreement. This Agreement constitutes the entire agreement between the parties and contains all agreements and understandings between them with respect to the subject matter of this Agreement.

IN WITNESS WHEREOF, the parties, by their duly authorized representatives, have executed this Agreement in duplicate originals as of the day and year first noted above.

Approved by the Augusta City Council on \_\_\_\_\_, 2010 and the Augusta Trails Board of Directors on \_\_\_\_\_, 2010.

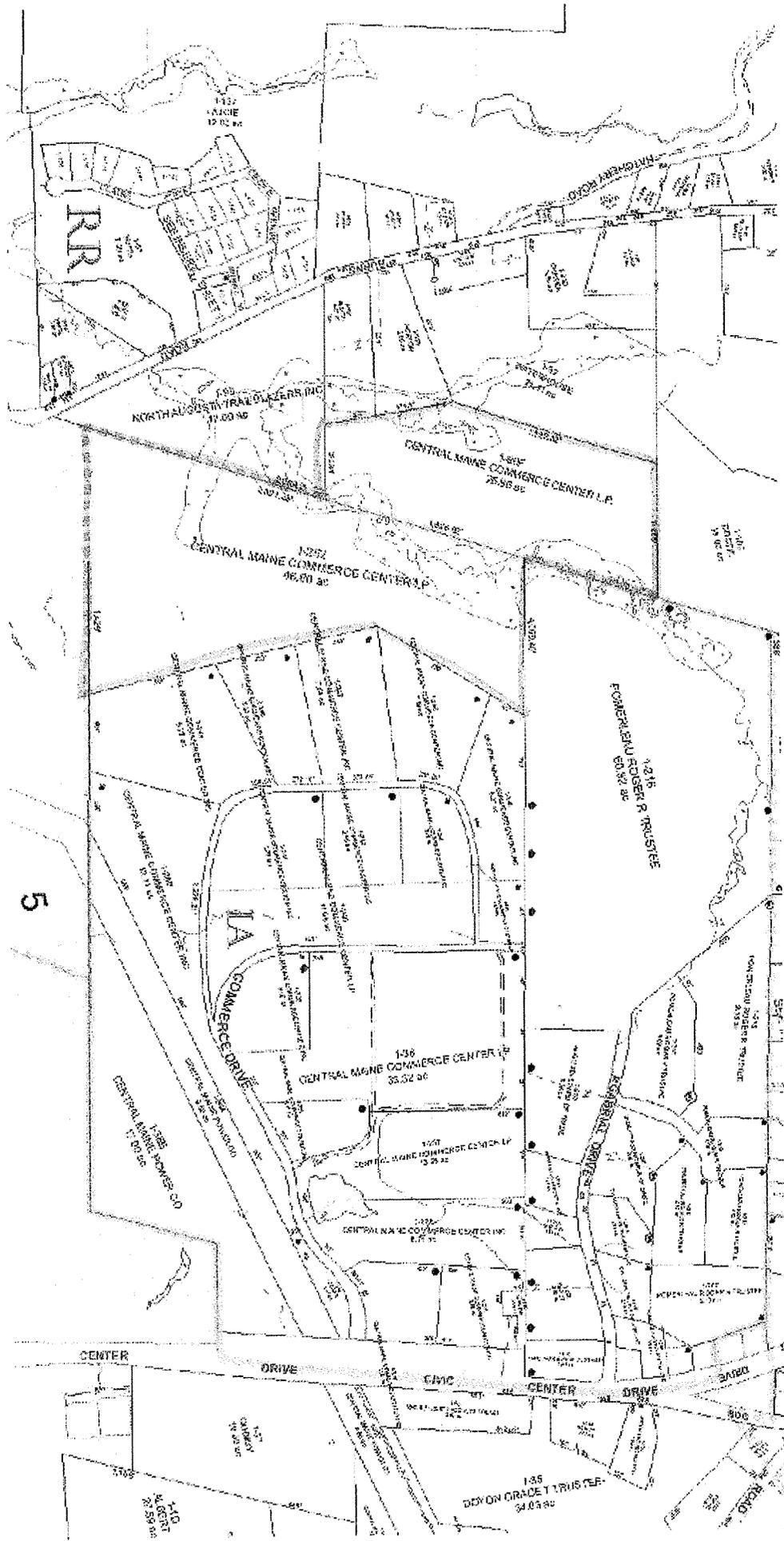
**City Council**  
**City of Augusta**

**Board of Directors**  
**Augusta Trails**

By: \_\_\_\_\_  
William R. Bridgeo  
Its: City Manager

By: \_\_\_\_\_  
Michael D. Seitzinger  
Its: President

DRAFT



RR

1-137  
LAJOLLE  
10.00 AC.

1-193  
NORTH HADLEY INVESTMENTS, INC.  
19.00 AC.

1-887  
CENTRAL MAINE COMMERCE CENTER L.P.  
25.55 AC.

1-272  
CENTRAL MAINE COMMERCE CENTER L.P.  
96.00 AC.

1-215  
FONEREAU FOSTER TRUSTEE  
60.52 AC.

5

1-1  
COMMERCE DRIVE

1-188  
CENTRAL MAINE COMMERCE CENTER L.P.  
35.52 AC.

1-220  
CENTRAL MAINE COMMERCE CENTER L.P.  
13.25 AC.

1-222  
CENTRAL MAINE COMMERCE CENTER INC.  
8.77 AC.

CIVIC CENTER DRIVE

1-185  
DOYON GRACEY TRUSTEE  
34.05 AC.

Proposed Legislation on the Question to be Used  
For the Vote on Continuation of the Budget Validation Referendum Process

Amend Title 20-A, Section 1486, sub-§1 by adding at the end a new paragraph to read as follows:

The warrant for the referendum to validate the FY 2010-11 budget shall be deemed the warrant in the 3<sup>rd</sup> year for all Maine school administrative units. The question at the referendum shall be substantially as follows:

Question . Do you wish to continue the budget validation referendum process in (name of school administrative unit) for an additional three years?

Yes

No

INFORMATIONAL NOTE

A "Yes" vote will require (name of school administrative unit) to continue to conduct a referendum to validate its annual school budget for the next three years.

A "No" vote will discontinue the budget validation referendum for at least three years and provide instead that the annual school budget shall be finally adopted at a meeting of the (voters, municipal council, or other legislative body, as applicable).

# City of Augusta Maine

## MEMORANDUM

February 8, 2010

To: William R. Bridgeo, City Manager  
From: Jerry Dostie, Civil Engineering Technician JD  
Re: Buckwood Road Easements

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Buckwood Road is a private road located on the easterly side of the Prescott Road in Manchester. It runs in an easterly direction for approximately 3000 feet. The first 1700 feet is located in Manchester with the remaining 1300 feet located in Augusta. There are 3 year round homes located on individual lots on the portion of the road in Augusta. Because of these 3 homes, the road is eligible for plowing and sanding services from the City of Augusta per the policy established by the City Council in October of 2005.

The residents of this road were notified of their eligibility in 2005, but the homeowners did not take advantage of the policy at the time. They would now like to take advantage of the policy and have provided all of the necessary documentation to the City. The documents have been reviewed and approved by Corporation Counsel.

If I can be of any further assistance, please let me know.

cc: John Charest, Public Works Director

**TITLE Acceptance of Public Easements – List of Private Roads**

**ORDERED, That** pursuant to Council Order No.152 defining the City's policy regarding the plowing and sanding of private roads, the City hereby accepts public easements from the property owners of the following roads:

Buckwood Road

Please see attached for list of all property owners giving easements to the City.

The following is a list of property owners along Buckwood Road giving easements to the City that are required in order to provide plowing and sanding services to the road:

Buckwood Road Association  
Michael Adams  
Linda Adams  
Mark Michaud



PROJECT:  
**BUCKWOOD ROAD**

LOCATION:  
**AUGUSTA/MANCHESTER**

PROJECT NUMBER: \_\_\_\_\_ DRAWN BY: **J. Dostic**  
 CHECKED BY: \_\_\_\_\_

SHEET TITLE:  
**2008 AERIAL PHOTO**

SCALE:  
**1" = 500'**

DATE:  
**OCTOBER 2009**

NO.	REVISION	BY	DATE



**CITY OF AUGUSTA**  
**ENGINEERING BUREAU**  
 16 CONY ST AUGUSTA, ME 04330  
 PHONE: (207)626-2365 FAX: (207)626-2520