

**- PUBLIC MEETING -
Hope Select Board
Meeting at 6:30 p.m.
Tuesday, June 8, 2021
Hope Town Office/Zoom**

-AGENDA-

Zoom: <https://zoom.us/j/5851802397>
Meeting ID: 585 180 2397

Livestream: https://townhallstreams.com/towns/hope_me

Call to Order:

Agenda Adjustments/Approval:

Public Comment (*Please limit comments to 2-3 minutes*):

Minutes:

- May 25, 2021

Warrants:

New Business:

- Hope Elementary School Land Use:
- **Application for Committee Service – Planning Board:**

Old Business:

Other Business:

Town Administrator Report:

Executive Session: Pursuant to 1 M.R.S. §405 (6)(A)(1) Personnel Matter:

Adjournment:

MINUTES OF SELECT BOARD MEETING

Hope Select Board

Tuesday, May 25, 2021

6:30 PM

Via Zoom

View the meeting in its entirety at

https://townhallstreams.com/towns/hope_me

Board Members Present:

- Sarah Ann Smith, Brian Powers Jr., Bruce Haffner, Dick Crabtree, and Wendy Pelletier

Others Present:

- Samantha Mank, Rick Bresnahan, Michelle Fong, Jim Guerra, Amy Powers, John Monroe, Paul Smith, Sandie Sabaka, Nancy Ford, Chris Pinchbeck, Molly Luce, Melissa Hall, Elizabeth Drury-Creighton, Heidi Blood, and Lindsay Pinchbeck

Call to Order:

- The meeting was called to order at 6:31 PM by Sarah.

Agenda Adjustments/Approval:

- Brian made a motion to approve the agenda as written. It was seconded by Wendy.
Motion passed 5-0

Public Comment:

- Paul Smith commented on language used at previous Select Board meeting and what was written in the Village Soup. Reiterated purpose for the upcoming recall election for Mr. Haffner and Ms. Goldberg.
- Amy Powers made a comment as it is last opportunity prior to June 8th election. Reiterated events, behaviors, and reasons for upcoming recall election for Mr. Haffner and Ms. Goldberg.
- Molly Luce commented that recall effort is not personal but also reiterated events, behaviors, and reasoning for the upcoming recall election for Mr. Haffner and Ms. Goldberg.

Minutes:

- May 11, 2021: Dick made a motion to approve the May 11, 2021 minutes as written. He also stated that the minutes need to include certain required material but do not need to be a transcript of the meeting. The meeting is available to be viewed by anyone wanting more detail. It was seconded by Brian who also said he agreed with Dick. The other Select Board members also agreed to have shorter minutes.
Motion passed 5-0

Warrants 86, 87, & 88:

- The Select Board reviewed the warrants. Brian made a motion to approve warrant #'s 86, 87, and 88. It was seconded by Dick.

Motion passed 5-0

New Business:

- Report from Roads Advisory Committee (RAC) – Rick Bresnahan: Rick presented a report from the Roads Advisory Committee (*located on Town website May 11th meeting documents*). He said that the Roads Committee consists of individuals who really care about the Town. He also believes the Committee is in a really good position to resume meetings in the Fall. The goal has been to have continuity with the changing of Road Commissioners and the Select Board. The RAC is suggesting having a standard policy for the roads and the materials that are used. The RAC recommends keeping the current elected Road Commissioner model used by the Town. The RAC is not recommending pursuing a Public Works Department due to the costs and complexity of it. Bruce did not provide numbers for the RAC to review. The RAC did not to a cost analysis and choose to not research the matter any further since the Town already has a snowplowing contract for the next four years.

There was much discussion regarding the research and analysis needed to determine the feasibility of a public works department. Roads are the Towns greatest asset.

- 2021 Personal Property Taxes – 36 M.R.S. 105§760-A “Minor or Burdensome Amount” of \$4,079.81: Brian made a motion to remove all 2021 personal property taxes from the Town books in the amount of \$4,079.81 pursuant to 36 M.R.S. 105 §760-A, Minor and Burdensome Amount. It was seconded by Wendy.

Motion passed 5-0

Old Business:

- Follow-up Appeal for Dog Warning – Heidi Blood: Heidi explained the procedures she followed to give Ms. Hatch the barking dog warning. Ms. Hatch’s p, Covid restrictions prevented in person contact, and a neighbor contacted her from the dog’s residence, therefore she felt confident it was the right dog and owner. The Select Board discussed ways to make situations similar to this less confusing in the future. Heidi will implement those suggestions.
- Award Quote for Tree Removal in Cemetery: The Select Board is not sure that “Home Advisors” is a suitable place to obtain a reference for work. This item will be tabled until a later date.
- American Rescue Plan (ARP) Stimulus Money Discussion: Melissa Hall aske to have a preemptive discussion with the Select Board about not giving all of the Towns ARPA money to the Mid Coast Broadband Association. She encouraged the Select Board to take time to explore various options.

Assessors:

- Suspend as Select Board & Convene as Board of Assessors: Brian made a motion to suspend as the Select Board and to convene as the Board of Assessors at 8:13pm. It was seconded by Dick.

Motion passed 5-0

- 2021 Ratio Declaration & Reimbursement: Dick made a motion to approve and sign the 2021 Ration Declaration. It was seconded by Brian.

Motion passed 5-0

- Adjourn as Assessors & reconvene as Select Board: Dick made a motion to adjourn as the Board of Assessors and to reconvene as the Select Board at 8:20pm. It was seconded by Brian.

Motion passed 5-0

Other Business:

- Dick asked if there was any guidance regarding how to count votes for the June 8th recall election. Sarah said that she was waiting to hear back from the Town Attorney but would forward the information to the rest of the Board once she receives it.

Town Administrator Report:

- The digital format of the Town Report is available on the Town website. It was sent to the printers already and it is expected to be available in hard copy late next week or the beginning of the following week.
- The Town and the School are now completely ready for the audit. Just waiting for the actual date. When I last spoke with the auditor, he thought the team would come in person. We should be getting the exact date of the audit sometime this week.
- The accountant is working on getting the quarterly reports caught up and sent to us as soon as possible.
- The 3-month staff evaluations have been completed. I will schedule an executive session for the next meeting to give you those personnel updates.
- Late Monday, the U.S. Treasury Department issued additional guidance regarding the American Rescue Plan Act's (ARPA) Coronavirus State and Local Fiscal Recovery Funds program. MMA will provide a webinar for municipal officials on June 2nd. I have included a hand with some helpful links to sign up for any of the upcoming sessions regarding the use of this money.
- There are 14 real estate 2020 accounts totaling \$32,254.33. Unpaid 2020 real estate taxes will automatically foreclose on February 10, 2022 if the accounts are not paid in full. This remains unchanged from two weeks ago.

- There are 170 RE accounts for 2021, totaling \$267,498.78. This is a change of 27 accounts & \$34,693.81 from two weeks ago.
- There have been pre-payments on 50 accounts for the 2022 real estate taxes totaling \$15,501.66. This affects 7 additional accounts and changes by \$528.66 from two weeks ago.

Adjournment:

- Dick made a motion to adjourn at 8:36 p.m. It was seconded by Brian.
Motion passed 5-0

View the meeting in its entirety at
https://townhallstreams.com/towns/hope_me

LICENSE AGREEMENT

This License Agreement (“License”) is made as of this ____ day of _____, 2021 (the “Effective Date”), by and between **JACOB DOWLING**, an individual with a mailing address of 9 Samoset Road, Rockland, ME 0484 (“Licensor”) and **TOWN OF HOPE**, a body corporate and politic and Maine municipal corporation with a mailing address of 441 Camden Road, Hope, ME 04847 (“Licensee”), for the benefit of **HOPE ELEMENTARY SCHOOL** (the “School”).

WHEREAS, Licensor is the owner of a certain lot or parcel of land situated in the Town of Hope, County of Knox, State of Maine, consisting of 1.36 acres, more or less, and more particularly described in deed to Licensor dated February 21, 2021 and recorded in the Knox County Registry of Deeds in Book 5713, Page 89 (the “Property”); and

WHEREAS, the Property is identified on plan entitled “Sketch Plan for Jake Dowling, Highfield Road, Hope, Maine” dated September 21, 2020, File # 20-177, prepared by Ingraham Land Consulting, Inc. (the “Plan”), a copy of which is attached hereto as Exhibit A and incorporated herein by reference; and

WHEREAS, the Property is adjacent to the School; and

WHEREAS, the School wishes to use the Property for the purpose of facilitating field trips, nature walks, outdoor classroom, outdoor recreation, recess, and like activities for students of the School and Licensor consents to the same, subject to the terms and conditions set forth herein.

NOW, THEREFORE, in consideration \$1.00 and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereby agree as follows:

1. License. Licensor hereby grants to Licensee, and Licensee hereby accepts from Licensor, a non-exclusive license to use the entirety of the Property for the purposes of facilitating field trips, nature walks, outdoor classroom, outdoor recreation, recess, and like activities for students of the School (all of the foregoing, the (“Permitted Use”), subject to the following terms and conditions:
 - (a) Students shall be supervised by a responsible adult at all times when using the Property.
 - (b) Licensor shall have no obligation to maintain the Property but may do so at its election.
 - (c) Licensee may, at its election and at its own cost, maintain and landscape the Property, mow grass, plant flowers and trees, plant gardens, maintain existing trails, cut new trails, trim trees and vegetation, clear land, and do all other lawful things on the Property consistent with the Permitted Use. Licensee shall provide all equipment necessary for the Permitted Use and Licensor shall have no responsibility or liability therefor, or for any damage, vandalism, theft, or the like with respect thereto.
 - (d) Licensee’s use of the Property shall at all times be in compliance with all applicable laws and all governmental rules, regulations, permits and approvals relating thereto. Licensee shall not use or permit the Property to be used for any unlawful purpose. Licensee and its agents, employees, and licensees shall abide by any and all reasonable rules now or hereafter promulgated by Licensor with respect to the Property.

- (e) Licensee shall not permit rubbish, trash, garbage, debris, food, drink, or other items to accumulate on the Property and shall promptly dispose of the same in a clean and safe manner.
 - (f) Licensee's use of the Property shall not disturb any neighbors of the Property.
 - (g) Licensee will maintain at its own cost and expense comprehensive general liability insurance with limits of not less than \$1,000,000 for injury to or death of one or more persons in any one occurrence, with an annual aggregate limit of not less than \$3,000,000. On or before the Effective Date of this License, Licensee shall provide a certificate of insurance naming Licensor as an additional insured on such insurance policy. Such insurance certificate shall provide that such policy shall not be cancelled without at least thirty (30) days' prior written notice to Licensor.
 - (h) Licensee shall hold harmless, indemnify and defend the Licensor from and against all claims, actions, proceedings and costs (including, without limitation, reasonable attorneys' fees and costs) relating in any way to personal injury and/or property damage arising out of or resulting from Licensee's use of the Property; provided, however, that nothing in this License shall be construed as a waiver of Licensee's right to assert any and all defenses in response to claims made against Licensee, its officers, agents, or employees pursuant to the Maine Tort Claims Act (14 M.R.S.A. § 8101 et seq.) or any other privileges or immunities as may be provided by law.
2. Term. The term of this License shall begin on the Effective Date and shall continue in perpetuity until terminated by either party. Licensor or Licensee may terminate this License by providing written notice to the other to the address above or to such other address as the parties have communicated in writing, and upon the giving of such notice, the term of this License shall terminate as of the date set forth in the notice.
 3. Miscellaneous. This License may be amended or modified only by a writing, executed and acknowledged by both Licensor and Licensee or their respective successors or assigns.
 4. Severability. If any provision of this License, or portion thereof, or the application thereof to any person or circumstances, shall to any extent be held invalid, inoperative or unenforceable, the remainder of this License, or the application of such provision or portion thereof to any other persons or circumstances, shall not be affected thereby; it shall not be deemed that any such invalid provision affects the consideration for this License; and each provision of this License shall be valid and enforceable to the fullest extent permitted by law.
 5. Governing Law. This License shall be governed by and construed in accordance with the laws of the State of Maine.
 6. Counterparts. This License may be executed in multiple counterpart copies, each of which shall constitute an original and which, when taken together, shall constitute one and the same instrument.
 7. Termination of Prior Agreements. This License supersedes all prior agreements between the parties with respect to the subject matter hereof, whether written or oral.
 8. Recording. This License shall not be recorded in any Registry of Deeds. In the event that the License is recorded, the License shall terminate as of the date of recording.

IN WITNESS WHEREOF, the parties have executed this License as of the date and year first above written.

Signed, Sealed and Delivered:

LICENSOR:

Witness:

Jacob Dowling

LICENSEE:

TOWN OF HOPE

Witness:

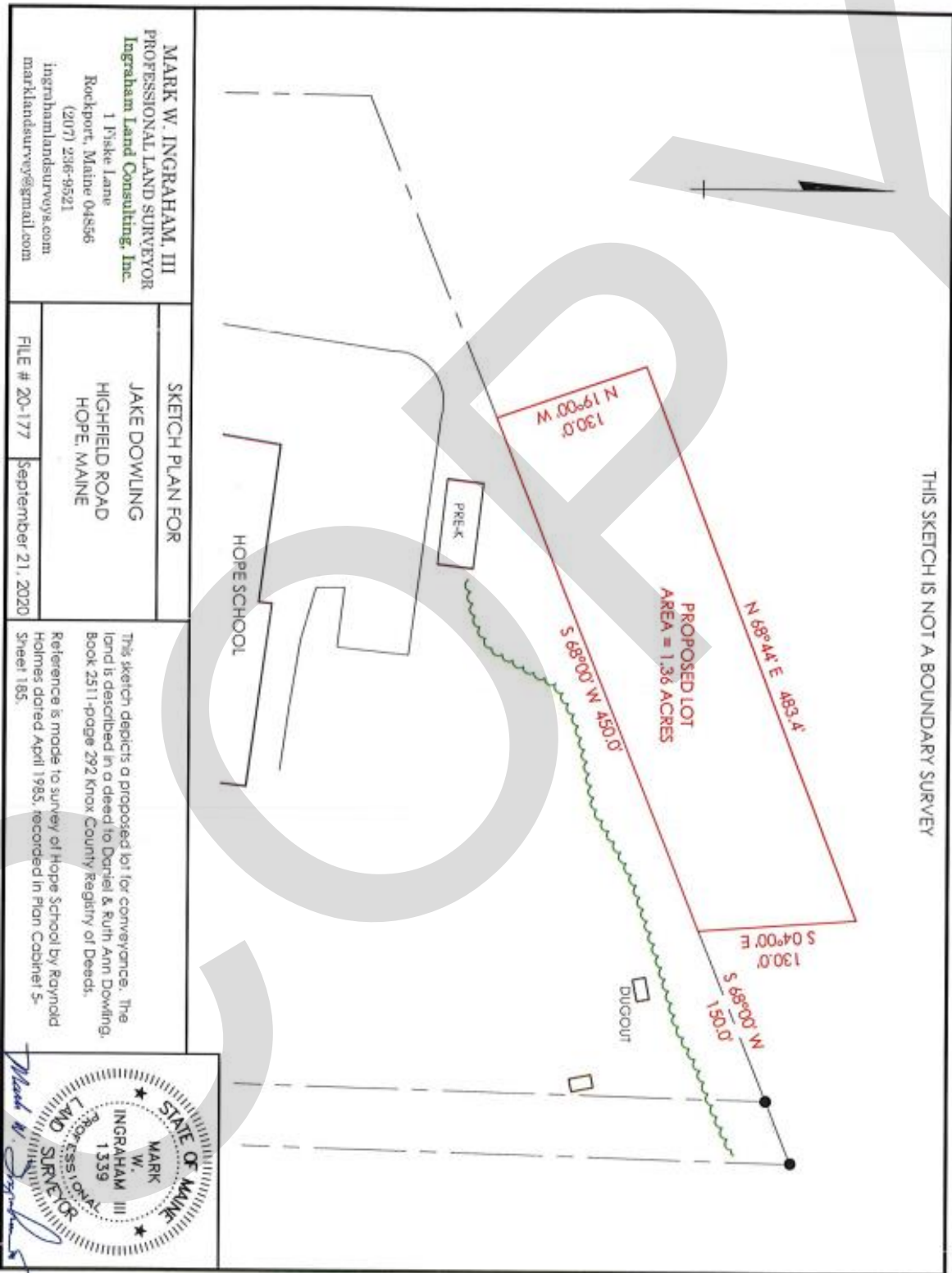
By: _____

Print Name:

Its: _____, thereunto duly authorized

EXHIBIT A

[Plan]





APPLICATION FOR COMMITTEE SERVICE

Town of Hope 441 Camden Road Hope, ME
04847

Name: Mark Dierckes

Home Address: 48 Notch Road, Hope

Work Address: 67 Front Street, Rockland

Mailing Address (if different): _____

Phone Number: (Home) 207-691-1344 (Work) 207-542-9567

E-mail Address: medierckes@gmail.com

Committee you wish to serve on: Planning Board

Why do you want to serve on this committee?

- to be of service to the Town of Hope

- reverence for planning

Do you have any background that would be helpful to this committee?

25 yrs construction management experience

APPLICATION FOR COMMITTEE SERVICE – continued

Land Use philosophy: (if applicable)

- spirit of the ordinance should prevail

Are there objectives you wish to see accomplished?

- fairness, objectivity, efficiency
- facilitate the citizens

Are you interested in serving on other committees?

past budget committee member

Interview comments:

Appointment Date: _____