St. George Select Board & Assessors Meeting Agenda
Monday June 29, 2026

The meeting will be held in person; the public may attend in person or remotely; please contact the Town Office at 372-6363 for details on how to attend remotely.

Pledge of Allegiance

- **Adjustments to Agenda**
- **Declaration of Conflicts of Interest**
- **Approval of Minutes of June 1 & 18 meetings**
- **Communications received by town manager and select board members**
- **Warrant for Current Expenditures**

Public Comment

Discussion & Action Items

Committee Nominations (Attachment 1)

Status of audit (certified letter sent to audit firm on June 4)

Ripley Creek Rd. consider 1) authorizing town manager to issue letter of warning re blocking the road and 2) ordering road commissioner to act in the event of future road blockage;

Review & discuss proposed contract with consultant to review changes to our land use ordinances to comply with new State laws and remove barriers to building housing that would be more affordable (see Attachment 2)

Discuss food truck license authority and fee for a seasonal (or monthly) license on town-owned property (Attachment 3)

Liquor licenses:

1. **Historical Society BYOB for St. George Days' event**
2. **OHOP – catered wedding**
3. **Black Harpoon annual license (hearing not required)**

Attachment 4 is a summary of the 2026 – 2027 Select Board Priorities adopted June 1
Attachment 5 Mooring Cap Variance and Secondary Waiting List Policy - Harbor Committee

Upcoming events:

St. George Days' Parade July 18, 11 a.m., other events that week see Community Calendar
July 5, 15, 29, 6:15 pm concerts at the Port Clyde Landing, see Community Calendar

Town Manager's Report

Committee Reports

Cemetery Committee – Willey
Conservation Committee – Cartwright
Planning Board – Elwell
Harbor Committee – Morse
Open Space – Cartwright
Parks & Recreation - Morse
Shellfish – Willey
Scholarship - Elwell
TIF - has not met
Budget has not met
Board of Appeals
Solid Waste - Willey
Emergency Services - Morse
Resilience – Conrad

Next Regular Select Board & Assessors Meeting Monday, July 13, 2026 at 6 p.m.

Attachment 1 List of committee nominations

Board of Appeals
Steve Miller
Nat Lyon, alternate

Budget Committee
Betty Oakes
Gary Plante
Christa Elwell, alternate

Cemetery
Joline Godfrey, member
Patty St. Clair, member

Conservation Commission
Dale Pierson, member
Stu Rich, alternate
Dick Pelletier, alternate
Ryan LeShane, associate
Tom Gorrill, associate

Emergency
Benjy Lowry
John Dillon
Sandra Roak
Peggy Williamson
Rebecca Huetner
Both alternate positions vacant

Harbor
Bill Mroz
Peter Henderson
Jacob Dinces, alternate

Open Space
Susan Merrow
Jeanine O'Brien
Anne Cogger
Alison Wood
Paul Gaudette
Dale Pierson, alternate
Katie Berglund, alternate

Parks & Recreation
Summer Ward
Meaghan Benner
Stephanie Ames
Craig Gauthier
Meaghan Falla
Whitney Curtis
Nicole Wadsworth
Rayanne Emerson, alternate
Lexie Zable, alternate
Channa Plaster, alternate

Resilience
Susy Ellis
Ryan LeShane
Tim Polky
Ingrid Mroz
Carl Danielson
Jason Ludwig, alternate
Gary Plante, alternate

Attachment 2 [insert pdf of Haley Ward contract]

Attachment 3

REVOCABLE LICENSE TO OPERATE A FOOD TRUCK

THIS LICENSE made this _____ day of _____, 2026, by and between the Town of St. George, Maine with principal municipal offices at 3 School Street in St. George, Knox County, ME 04860 (hereinafter “the Town”), and _____ with a mailing address of _____ St. George, ME 04860 (hereinafter "Licensee") for that certain property located at _____ St. George, Maine, (hereinafter referred as “the Property”), which is described in a deed to the Town. as recorded in Book ____ Page ___ of the Knox County Registry of Deeds.

WHEREAS, Licensee is seeking to operate a food truck on town-owned property;

WHEREAS, the Town is willing to grant revocable permission for the above-described use of operating a food truck to be placed on land of the Town in the location and as depicted on map/plan attached hereto in Exhibit A;

WHEREAS, the Licensee is willing to accept a Revocable License Agreement for said use; and

WHEREAS, the Town and the Licensee have entered into this License Agreement for the sole purposes set forth herein.

NOW THEREFORE, in consideration of the mutual covenants and agreements contained herein, the parties agree as follows:

1. Licensee is hereby granted a Revocable License to locate _____ on the portion of Town property depicted on Exhibit A. There is no dedicated parking or any other amenity granted with this Revocable License. The term of this License shall be from ____(start

date) to (end) date, by which time the Licensee shall have vacated the Property and removed all of its property and returned the Property to the condition it was in at the commencement of this License. Licensee shall pay $ 100 per day for each day that the Licensee has not fully vacated the Property. The hours of operation shall be limited to _____ (Note: any days they cannot be open?). For trash removal, the Licensee shall _____. At no time shall the Licensee cause any type of nuisance, trash, unreasonable noise, or interference with the peace and quiet enjoyment of other users of the Property. The Licensee shall pay the Town _____(amount) for the use of the Property, which shall be due as follows: _____.

2. Any damage to the Town's property by Licensee, its employees, guests, customers, contractors, or invitees shall immediately be repaired by Licensee to the satisfaction of the Town Manager at the sole expense of Licensee; the Town may make said repairs if not immediately performed by Licensee, as the Town Manager deems appropriate, at the cost of Licensee.

4. This Agreement may be amended only by an instrument in writing signed by the parties hereto.

5. This Agreement shall be construed in accordance with the law of the State of Maine and is binding upon and inures to the benefit of the parties and their respective successors and assigns.

6. This Revocable License may be terminated by the Town for any reason or no reason upon 14 days' written notice from the Town of St. George to Licensee at the address written above.

7. Licensee shall not assign or otherwise transfer any interest in this Revocable License.

8. Licensee further agrees to indemnify and hold the Town harmless from and against any liability, loss, cost, damage or expense, including reasonable attorney's fees, incurred by the Town, arising out of the installation of the property of Licensee, maintenance, or use of the Property under this Revocable License by the Licensee or any person claiming by, through or under the Licensee, or arising out of the failure of the Licensee to perform or abide by any of the terms or conditions of this agreement, or arising out of any intentional or negligent acts by the Revocable Licensee, or anyone claiming by, through or under the Licensee.

9. Licensee shall maintain, and pay the cost of maintaining, for the duration of the License granted herein, general liability insurance with coverage of not less than Four Hundred Thousand Dollars ($400,000) for each incident or claim, which insurance policy shall name the Town as an additional insured and shall provide that such insurance policy shall not be canceled or amended without at least twenty (20) days prior written notice to the Town. Licensee shall provide a certificate of insurance to the Town Manager upon execution of this License, demonstrating such coverage.

10. Under no circumstances shall any use of the Licensed area unreasonably interfere in any way with the use of the Property by the public, the Town, or any other person authorized by the Town to use the Property.

11. Licensee shall obtain such permits as may be necessary for said installation of its property and subsequent repair or maintenance, as may be required by the Ordinances of the Town of St. George, or as required by the St. George Code and Planning Office, and all work shall comply with said permits.

12. _____, sole owner(s) of Licensee's business and property, join in this Agreement in their individual capacities to guarantee the performance of the obligations of and by Licensee as described herein.

13. This Revocable License shall NOT be recorded in the Knox County Registry of Deeds.

IN WITNESS WHEREOF, the parties hereto have executed this Revocable License on the day and year first-above written.

TOWN OF ST. GEORGE
LICENSOR:

By:_____
Brandon Lepannan, Town Manager
Duly authorized.

(CORPORATE NAME)
LICENSEE:

_____
(NAME)_____, Individually and as Owner, Duly Authorized

_____
(NAME)_____ , Individually and as Owner, Duly Authorized

Attachment 4

Select Board Priorities 2026- 2027 adopted June 1, 2026

1. **Housing**

    a. Hold community conversation regarding short-term rental registry, decide on next steps;

b. Review town's land use ordinances to ensure they comply with recently-adopted State laws & to consider modifications to remove barriers to building less-expensive housing;
c. Collaborate with the St. George Community Development Corp. regarding their proposed development on Route 73, Brookside.

2. Economic Development

a. Collaborate with the St. George Business Alliance and other local businesses, Colby College, the Maine Coast Fishermen's Association, Fishermen's Co-ops, Herring Gut, Island Institute, St. George CDC and other interested individuals and groups regarding the economic initiatives being planned in St. George and whether there are actions they believe the town could take to support (or ease) economic development, such as parking, etc.;
b. Continue to explore a TIF (tax increment finance) district;
c. Review ordinances that might be limiting economic development and propose modifications to the voters.

3. Resilience

a. Support the Resilience Committee's efforts in completing a Community Resilience Plan; hold educational meetings to engage the public in these efforts;
b. Hold public meetings to engage the public in the decision the Select Board faces regarding what action(s), if any, to take regarding Cold Storage and Factory Roads in the face of sea-level rise and increasing strong storms and storm surge.

Attachment 5

Mooring Cap Variance and Secondary Waiting List Policy

Purpose: To provide a fair and transparent process for the temporary allocation of mooring sites that become available after all eligible applicants on the primary Waiting List have been accommodated, while maintaining the five-mooring ownership cap established in **Section 110.2** of the Coastal Waters Management Ordinance.

Eligibility: Applicants must:

- Already hold five or more authorized moorings in Town.
- Be in good standing with the Town.
- Have no outstanding fees, violations, or enforcement actions related to moorings.

Individuals and businesses that are currently at or exceed the five-mooring cap, outlined in the Coastal Waters Management Ordinance (**Section 110.2)**, may apply for the Secondary Mooring Waiting List. In the event that a mooring site opens up and is unclaimed by the individuals on the Waiting List, the sites will be offered on a non-renewing annual lease to individuals on the Secondary Mooring Waiting List. At the end of the season, leases of mooring sites obtained via the Secondary Waiting List shall revert to the Town's available inventory and be offered in accordance with the Coastal Waters Management Ordinance and this policy.

Moorings obtained via the Secondary Waiting List follow the same fee schedule and must meet the requirements outlined in the Coastal Waters Management Ordinance. The Harbormaster may deny, suspend, or revoke an authorization issued under this policy for noncompliance with applicable ordinances, safety requirements, or fee obligations.

Administration:

- Applications shall be accepted on a first-come, first-served basis.
- The order of the Secondary Waiting List shall be determined by the date and time a complete application is received.
- Applicants must renew their interest annually to remain on the list.

No Preference or Ownership Rights:
Receipt of a mooring site through the Secondary Waiting List does not create a property interest, vested right, future preference, or priority claim to that site in subsequent years.

Appeals
Decisions made under this policy may be appealed in accordance with the procedures established in the Coastal Waters Management Ordinance.

Tackle
In the event that the tackle is not sold when the lease transfers, the owner of the tackle must remove the tackle within 30 days of the new lease.

HALEY WARD

May 29, 2026

Town of St. George
Attention: Brandon Lepannen, Town Manager
3 School Street
PO Box 131
St. George, ME 04860

Re: Agreement for Planning Technical Assistance | Land Use and Zoning Services

Dear Mr. Lepannen:

Haley Ward, Inc. (Haley Ward) is pleased to provide the Town of St. George with Professional Planning Technical Assistance to audit and provide updates to its regulatory frameworks to:

1. Comply with State-wide laws regarding planning and zoning; and,

2. Achieve support for and alignment with the Town's newly adopted Comprehensive Plan.

Throughout the update process, Haley Ward will work with you to ensure that the needs of the Town's Select Board and staff are met, incorporating technical workshops with leadership as needed during the draft review phase, ensuring understanding and support for the package of code amendments that will ultimately be brought forward to residents for adoption. Our team has a proven track record of preparing zoning amendments, providing educational workshops, and presenting information in a manner that is easy to understand for a broad set of stakeholders. It is our understanding that the Town Manager, Brandon Lepannen, will serve as the primary point person for this contract, and that on the Haley Ward side, Vanessa L. Farr will serve as the primary point person and preparer of code amendments.

The following provides a general Scope of Services and deliverables based upon our understanding of the Town's needs.

12 MOUNTFORT STREET, 1ST FLOOR, PORTLAND, ME 04101 207.805.8786 | HALEYWARD.COM

SCOPE OF SERVICES

Task 1 | Regulatory Review and Audit

1.A. Perform a review and audit of the Town's ordinances, including subdivision ordinance identifying outdated standards and practices, internal conflicts, and conflicts or areas requiring updating to address current state law. Annotate code.

1.B. Review the Comprehensive Plan to identify areas of inconsistency between existing codes and the goals, policies, and strategies of the new Comprehensive Plan. This task includes a brief review of the required map elements that informed goal-setting and development of the Future Land Use Map. Annotate code.

1.C. Prepare working redline document of ordinances using track changes and comments for review and discussion with staff. Incorporate into discussion any insights or areas of inconsistency with the new Comprehensive Plan. Based on discussions with staff, draft a memo to the Planning Board outlining general findings from the audit, and the recommended approach to preparation of code amendments. Attend a Planning Board Workshop session to review memo and hear from members their observations, issues, and concerns.

After the workshop with the Planning Board, we will reconvene with Staff to finalize the approach to code amendments.

Task 2 | Prepare Code Amendments

2.A. Prepare a first draft redlined document of code amendments. Workshop the draft with staff to land at a public hearing draft for posting, public comment, and public hearing presentation.

2.B. Attend Planning Board public hearing to present the amendments and answer questions. Assuming action by the Planning Board at this meeting, incorporate any remaining edits and deliver to the Town a Final Draft for advancement to a town meeting.

2.C. Discuss further actions needed to advance code amendments.

EXCLUDED SERVICES AND ADDITIONAL SERVICES:

We understand zoning amendments can sometimes require longer than anticipated review periods and/or additional workshops to ensure consensus. Currently, we are scoping work up to and until the Planning Board hearing concludes.

Some additional services may be needed to complete your project and although Haley Ward can assist you with many of these services, they are currently NOT INCLUDED in this agreement. We would be delighted to arrange additional services through a separate agreement or a change order.

The following are examples of some common services that are not included within this agreement:

- Catalyst Site Drawings and Renderings to advance understanding of zoning concepts
- Legal Services (Deed descriptions, Plan recording, easements, Condo Plat prep, etc.)
- Building Design Services (Structural, Architectural, MEP engineering)
- Construction Services (Survey Layout/Property pin placement and Construction Administration/Observation Services)
- Geotechnical Engineering Services
- Traffic Engineering Services
- Services related to Off-site Improvements
- Permitting services not specifically discussed within the Scope of Services Tasks above.

COMPENSATION

The flat rate fee to perform this Scope of Services is $20,000 and represents a not to exceed amount. Services extending beyond the $20,000 threshold shall be billed at an hourly rate of $245.00, ONLY upon your written authorization. Any excluded or additional services may be arranged via a written change order.

AUTHORIZATION

If this proposal is acceptable to you, please complete and sign the approval block below and return a signed copy for our files. Haley Ward is prepared to initiate work on this project upon receipt of a signed copy of this proposal. Out of scope services will not be performed without your prior written approval. Furthermore, your authorization will signify your acceptance of the attached Terms and Conditions.

Haley Ward is delighted for the opportunity to work with you in St. George! If you should have any questions, please feel free to reach me at vlfarr@haleyward.com or by phone at 207-671-7885. We appreciate this opportunity to be of service.

Sincerely,
Haley Ward, Inc.



Vanessa L. Farr, CNU-A
Regional Manager of Planning & Design

VLF/leb
Attachment

Acceptance and Authorization to Proceed on behalf of Town of St. George:

Signature:_____ Billing Address: _____

Printed Name: _____ City/State/ZIP: _____

Date:_____ Email (Optional): _____

Phone: _____ Fax: _____

HALEY WARD

HALEY WARD, INC.
PROFESSIONAL SERVICES TERMS AND CONDITIONS

1. General

These Professional Services Terms and Conditions, together with the attached proposal and Schedule of Charges, collectively constitute the "Agreement" as that term is used herein between Haley Ward, Inc. ("Consultant") and the entity or person to whom the proposal is addressed ("Client") to perform Professional Services. The Schedule of Charges may be omitted for Lump Sum type Agreements.

2. Services

The Consultant agrees to perform the services ("Services") for Client described in the proposal to which these Professional Services Terms and Conditions are attached. Consultant will initiate the Services after receipt of Client's approved and accepted Proposal(s). All Written Proposals are acknowledged to be incorporated into and made a part of the Agreement. It is understood and agreed by the parties that certain conditions or emergencies may arise in which it is to the mutual benefit of the parties that the Consultant initiate Services not identified in the Agreement, but which are based upon verbal authorization provided by Client. In such cases, Consultant agrees to commence such verbally authorized Services and all Services verbally authorized by Client in this manner will be governed by the terms of the Agreement, including compensation terms. To the extent compensation is not set forth in the verbal authorization to proceed with services or Proposal and a dispute arises, Consultant will be paid according to its Standard Hourly Rates.

3. Additional Services

All Services that are not specifically included in, or reasonably inferred to be included in, the Services will be considered Additional Services. Upon request of Client or discovery by Consultant of changed, or latent, or previously undisclosed conditions affecting the cost and/or scope of the Services, Consultant will prepare a written proposal for such Additional Services which, upon written acceptance of Client, will be considered a change order ("Change Order") under this Agreement. All Additional Services verbally authorized by Client will be governed by the terms of this Agreement. If during the Services or after completion of the Services Consultant is requested or required by formal legal processes to respond to, or comply with, subpoenas, depositions, testimony, or document retrieval in litigation involving Client and third parties related to the Services, this will be considered "litigation response" and shall be billed as Additional Services at Consultant's Standard Hourly Rates. Litigation response is not subject to Consultant's responsibility to indemnify hereunder.

4. Compensation for Services

Client agrees to compensate Consultant in accordance with the Proposal which may be on a Lump Sum, fixed fee, or time and materials basis depending upon the nature of the Services and the information reasonably available to Consultant at the time the Proposal is prepared. The total compensation for Services is based on the respective project tasks. The Consultant may alter the distribution of compensation between individual tasks of the work to be consistent with Services actually rendered but shall not exceed the total lump sum or fixed fee compensation amount unless approved in writing by the Client or authorized verbally in emergency or expedited conditions as set forth in paragraph 2. When asked to estimate the cost on a time and material basis, the total estimated compensation for Consultant's Services included in the breakdown of task incorporates all labor, overhead, profit, reimbursable expenses, and Consultant's subconsultants' charges. Reimbursable expenses include but are not limited to the following project-related items: transportation (including mileage), lodging, and subsistence incidental thereto; providing and maintaining field office facilities including furnishing and utilities; courier charges; reproduction charges, reproduction of reports, drawings, specifications, bidding-related or other procurement documents, Construction Contract Documents, specialized equipment or software, and similar project-related items; and subconsultants' charges. Reimbursable expenses will be the project-related internal expenses actually incurred or allocated by the Consultant, plus all invoiced external reimbursable expenses allocable to the project. When external expenses require significant administration or oversight, Consultant reserves the

right to multiply the actual expense by a factor of up to 1.15. Whenever Consultant is entitled to compensation for the charges of Consultant's subconsultants, those charges shall be the amounts billed by Consultant's subconsultants to Consultant times a factor of 1.15. The external reimbursable expenses and Consultant's subconsultant factors include Consultant's overhead and profit associated with Consultant's responsibility for the administration of such Services and costs.

It is understood that circumstances or conditions may arise during the performance of the Services that affect the project price which could not have reasonably been expected or foreseen despite the exercise of due care. As such, the "estimated" or "not-to-exceed" price in other than a Lump Sum Proposal is not intended to be a firm price. Consultant will notify Client in the event that Consultant anticipates the actual project cost will exceed its time and materials estimate and the parties will discuss authorization to proceed beyond the estimated price, and if necessary, determine new estimates. For verbally authorized Services or litigation response Services as described above, Client agrees to compensate Consultant at its then current rates for similar Services. Consultant will not raise its rates for any project in-progress prior to notice.

5. Schedules, Budgets, and Estimates or Opinions of Cost

Any schedules or completion dates, budgets, or estimates of cost prepared by Consultant which are dependent upon the construction schedule of the contractor represent Consultant's professional judgment based on its experience and available information.

Since neither Consultant nor Client has control over the cost of labor, materials, or equipment, or contractor's methods of determining prices, or over competitive bidding or market conditions, Consultant cannot and does not warrant or represent that actual schedules, budgets or completion dates or actual costs will not vary from schedules or completion dates, budgets, or estimates of cost prepared by Consultant or proposed, established, or approved by Client.

6. Invoices and Payment Terms

Invoices will generally be submitted monthly. Invoices shall be prepared in accordance with Consultant's standard invoicing practices and are due and payable within 30 days of receipt. A retainer may be defined in the proposal of Services. If so defined payment of the retainer is required prior to initiating the scope of Services. The retainer amount will be credited to the final invoice, or at the election of Consultant, at such time as an interim invoice remains unpaid beyond its due date. Consultant may also request a deposit/upfront payment/advanced payment toward fees prior to commencing the work. This initial deposit/upfront payment/advanced payment will be applied to invoicing as the work progresses.

For Time and Materials Method of Payment, the amounts billed for Consultant's Services will be based on the cumulative hours charged to the project during the billing period by each class of Consultant's employees times the contracted hourly rates pursuant to the Proposal for each applicable billing class, plus reimbursable expenses and Consultant's subconsultants' charges. Whenever there is no express contracted rate, and Consultant's Standard Hourly Rates and reimbursable expense Schedule apply, these may be adjusted annually (as of December 1st) to reflect annual charges in the compensation payable to Consultant.

For Lump Sum Method of Payment, the portion of the Lump Sum amount billed for Services will be based upon Consultant's estimate of the percentage of the total Services actually completed during the billing period. If any reimbursable expenses are expressly allowed, Consultant may also bill for any such reimbursable expenses incurred during the billing period. The compensation amount is conditioned on a period of service not exceeding twelve months. If such period of service is extended, the compensation amount for Consultant's Services shall be appropriately adjusted.

To facilitate prompt payment to lower-tier subcontractors or vendors, Consultant may submit invoices to Client on an interim basis for such outside expenses exceeding $1,000. Payment in full is due upon receipt of Consultant's invoice. If client objects to all or any portion of the invoice, Client will notify Consultant within five (5) business days from the date of receipt of invoice and shall promptly pay the undisputed portion of the invoice. The parties will immediately make every effort to settle the disputed portion of the invoice.

If Client fails to make any payment due Consultant for Services and expenses within 30 days after receipt of Consultant's invoice, then: amounts due Consultant will be increased at the rate of 1.5% per month (or the maximum rate of interest permitted by law, if less) from said thirtieth day. Consultant may, after giving seven (7) days written notice to Client, suspend Services until Client has paid in full all amounts due for service, expenses, and other related charges. Client waives any and all claims against Consultant for any such suspension. Payment will be credited first to any interest owed to Consultant and then to principal. Invoices in anything other than Consultant's standard format or supported documentation for any invoice will be provided at Client's written request. In the event that Consultant must engage counsel to attempt to recover overdue payments, Client will reimburse Consultant for all reasonable attorney's fees and court costs.

7. Suspension and Termination of Contract

Client may terminate this Agreement with seven (7) days prior written notice to Consultant for convenience or cause. In the event of Client's election to terminate for convenience, Consultant will be paid based upon the agreed to charges for time and materials, or in the case of a lump sum contract, will be paid based upon the proportion of work actually completed, and the cost of any materials procured for the work. When estimated compensation amounts have been stated herein and it subsequently becomes apparent to Consultant that the total compensation amount thus estimated will be exceeded, Consultant shall give Client written notice, allowing Client to consider its options, including suspension or termination of Consultant's Services for Client's convenience.

Consultant may terminate this Agreement for cause with seven (7) days prior written notice to Client. Failure of Client to make payments when due shall be cause for suspension of Services or, ultimately, termination, unless and until Consultant has been paid in full all amounts due for Services, expenses, and other related charges.

8. Term

This Agreement will terminate upon completion of the Services. Notwithstanding the foregoing, Client or Consultant may terminate this Agreement in accordance with the section of this Agreement entitled Suspension and Termination of Services. Client's obligation to compensate Consultant for any litigation response services shall survive termination of the Agreement.

9. Standard of Care

The standard of care for all professional Services performed or furnished by Consultant under this Agreement will be the care and skill used by members of Consultant's profession practicing under similar circumstances at the same time and in the same locality. Consultant makes no warranties, express or implied, under this Agreement or otherwise, in connection with Consultant's Services.

10. Construction Phase Services

If this Agreement provides for any construction phase Services by Consultant, it is understood that the Contractor (the entity hired by the Client to perform the construction), not Consultant, is responsible for the construction of the project, and that Consultant is not responsible for the acts or omissions of any contractor, subcontractor or material supplier; for safety precautions, programs or enforcement; or for construction means, methods, techniques, sequences and procedures employed by the Contractor. In the event that Client elects not to retain Consultant for construction observation services, or elects to limit the construction observation services provided by Consultant, Client waives and releases any and all claims that it may have against Consultant arising from the failure of Client's Contractor to comply with the design specifications, including the failure to raise any potential issues to Consultant during the construction process.

11. Indemnification

To the fullest extent permitted by law, Client and Consultant each agree to indemnify the other Party and the other Party's officers, directors, partners, employees, and representatives from and against losses, damages, and judgments arising from claims by third parties, including reasonable attorneys' fees and expenses of litigation, but only to the extent they are found to be caused by a negligent act, error, or omission of the indemnifying Party or any of the indemnifying Party's officers, directors, members, partners, agents, employees, or subconsultants in the performance of Services under this Agreement. If claims, losses, damages, and judgments are found to be caused by the joint or concurrent negligence or other fault of Client and Consultant, they shall be borne by each Party in proportion to its negligence or fault.

12. Insurance

Consultant shall obtain and maintain a policy of professional liability insurance (with prior acts coverage sufficient to cover the Services performed under this Agreement) with policy limits in the amount of not less than $3,000,000 each occurrence / $3,000,000 aggregate. Such insurance will be renewed so as to provide continuous coverage during the term of this Agreement and for a period of at least twelve (12) months following the completion of Consultant's professional Services under the Agreement. Coverage shall not be canceled or reduced in limits by endorsement until at least 30 days prior written notice is given to Client or cancelled for nonpayment of premium until at least 10 days prior written notice is given to Client.

Consultant shall also obtain and maintain the following insurance policies and minimum limits: a) Workers' Compensation Insurance - Statutory; b) Commercial General Liability insurance - $1,000,000 each occurrence / $2,000,000 aggregate; and c) Automobile Liability - $1,000,000 combined single limit. Consultant will promptly notify Client if, during the terms of this Agreement, insurance of these types and limits become commercially unavailable to Consultant's industry at a reasonable price through consideration fault of Consultant. In such circumstances, the parties will endeavor to negotiate a mutually acceptable resolution in good faith.

13. Limitation of Liability

To the fullest extent permitted by law, Client agrees that the total liability, in the aggregate, of Consultant and Consultant's officers, directors, members, partners, agents, employees, and subconsultants, to the Client, its subsidiary and/or affiliated companies and their respective officers, directors, employees, agents and anyone claiming by, through or under Client for any and all injuries, claims, losses, expenses, or damages whatsoever arising out of, resulting from or in any way relating to Consultants' Services, this Agreement or any Addenda, from any cause or causes, including but not limited to any claims of tort, general negligence, professional negligence, malpractice, breach of warranty or breach of contract, shall be limited to $50,000 or the total amount of compensation received by Consultant, whichever is greater. This limitation is inclusive of any damages that may be paid through insurance coverage applicable to Consultant's work or Services.

14. Waiver of Consequential and Other Damages

In addition to the limitation of damages above, Consultant will not be liable to Client in any amount whatsoever for punitive, exemplary, multiplied, special, incidental, or consequential damages in any way arising from this Agreement or the Services provided hereunder and from the causes listed above, including Client's claims for loss of use or productivity, loss of income, lost profits, lost business, loss of reputation, loss of or extension of financing, extended or substitute rental costs, or extended or additional overhead or management expense.

15. Confidentiality

Consultant shall maintain the confidentiality of the project information including but not limited to the nature of the project, the location of any sites under consideration or selected, together with any other information supplied to Consultant by Client and designated by Client to be confidential or proprietary, except (1) when such confidential information becomes generally known to the public through no fault of Consultant or (2) when disclosure is required pursuant to applicable governmental regulations or by order of a court of competent jurisdiction.

16. Intellectual Property/Ownership of Documents

All documents prepared or furnished by Consultant pursuant to this Agreement are instruments of Consultant's professional Services, and Consultant shall retain an ownership and property interest therein. Consultant grants Client a license to use instruments of Consultant's professional Services for the purpose of constructing, occupying, and maintaining the project. Reuse or modification of any such documents by Client, without Consultant's written permission, shall be at Client's sole risk and Client agrees to indemnify and hold Consultant harmless from all claims, damages, and expenses, including attorney's fees, arising out of such reuse by Client or by others acting through Client.

17. Use of Electronic Media

Copies of documents that may be relied upon by Client are limited to the printed copies (also known as hard copies) that are signed or sealed by Consultant. Files in electronic media format or text, data, graphic or other types that are furnished by Consultant to Client are only for convenience of Client. Any conclusion or information obtained or derived from such electronic files will be at the user's sole risk. When transferring documents in electronic media format,

Consultant makes no representations as to long term compatibility, usability, or readability of documents resulting from the use of software application packages, operating systems, or computer hardware differing from those in use by Consultant at the beginning of this assignment.

18. Record Retention

Consultant will maintain a copy of all final Reports for a period of 10 years after the date of completion of Services. Upon Client's written request, Consultant will forward such records to Client at the expiration of this retention period, the cost of which Client agrees to bear. If no such written request is received, Consultant shall be entitled to dispose of these records.

19. Force Majeure

Consultant shall not be deemed in default of this Agreement to the extent that any delay or failure in the performance of Consultant's obligation results from any cause beyond its reasonable control and without its negligence, including, but not limited to, Acts of God or the public enemy; epidemic, pandemic or viruses; government ordered delay, closures or restrictions which impact Consultant or any of its suppliers or subcontractors; acts of rebellion, war or sabotage; fire, floods, explosion, or accidents; strikes, riots, labor disputes, or other work stoppages.

20. Dispute Resolution

Client and Consultant agree that they shall first submit any and all claims, counterclaims, disputes, and other matters in question between them, arising out of or relating to this Agreement, to mediation in accordance with the Construction Industry Mediation Rules of the American Arbitration Association effective as of the date of this Agreement. The Parties agree to submit their claims to mediation within 30 days of written request of either Party, and suit may not be initiated until after 30 days have passed if the other party will not agree to mediation, or, until 15 days after the completion of mediation or 45 days after the request for mediation, whichever is later. Consultant's ability to pursue payment as described in paragraph 8 is not subject to this paragraph, including any claims that are subject to the recording of and enforcement of a mechanic's lien.

21. No Third-Party Beneficiaries

Nothing contained in this Agreement shall be construed to create, impose, or give rise to any duty owed by Client or Consultant to any other individual or entity. Consultant's Services under this Agreement are for the sole use and benefit of Client and may not be used or relied upon by any other individual or entity without the express written approval of Client and Consultant.

22. Cooperation

Client acknowledges that the successful and timely rendering of the Services will require the good faith cooperation of Client. Client shall fully cooperate with Consultant including without limitation by: a) providing Consultant with all information as may be reasonably required by Consultant; and b) making available to Consultant at least one employee, consultant or director of Client, reasonably acceptable to Consultant, who shall have substantial relevant knowledge and experience to act as Project Manager in connection with the rendering of the Services. The name of Client's Project Manager should be set forth in the applicable Task Order. All estimated dates specified in a Task Order shall be extended by delays caused by Client, including without limitation, Client's submission of Change Requests which impact Consultant's normal schedule.

23. Assignment

Neither Consultant nor Client may delegate, assign, sublet or transfer its duties or interest in the Agreement without written consent of the other party.

24. Subcontracts

Consultant may engage suitably trained and skilled persons or firms, including, without limitation, any affiliate of Consultant, to perform any part of the Services. Nothing herein, however, will relieve Consultant from its duties and obligations as set forth herein.

25. Notices

All notices authorized or required between the Client and the Consultant, or required by any of the provisions herein, shall be given in writing and shall be sent by certified mail, return receipt requested, postage prepaid, and addressed to the intended Party. Notices sent in this manner shall be deemed to be received seven (7) business days after mailed, or upon the date actually received according to the return receipt, whichever is later. Notices may also be given by personal delivery, sent via a nationally recognized overnight carrier, or sent by facsimile or email, and shall be deemed given when delivered (if by personal delivery or overnight courier) or when faxed or sent by electronic mail.

26. Legal Action

All legal actions by either Party against the other for any cause or causes, including but not limited to, breach of the Agreement, negligence, misrepresentations, breach of warranty, or failure to perform in accordance with the standard of care, however denominated, shall be barred two (2) years from the day after completion of Services. In the event that Consultant must engage counsel to recover payments due under this Agreement, Client will reimburse Consultant for all reasonable attorney's fees and court costs. In the event that Client institutes a suit against Consultant and if such suit is not successfully prosecuted or if it is dismissed or if a verdict is rendered in favor of Consultant, Client agrees to pay Consultant any and all costs of defense, including attorneys' fees, expert witnesses' fees and court costs, and any and all other expenses of defense which may be reasonably necessary, immediately following dismissal of the case or immediately upon judgment being rendered in favor of Consultant.

27. Public Responsibility

Client acknowledges that Client or the site owner, as the case may be, is now and shall remain in control of the site for all purposes at all times. Except as required by law or regulation, Consultant will not report to any federal state, county or local public agencies having jurisdiction over the subject matter, any conditions existing at the site that may present a danger to public health, safety, or the environment. Client agrees to notify each federal, state, county, and local public agency, as they each may require, of the existence of any condition at the site that may present a potential danger to public health, safety, or the environment.

28. Right of Entry

Client grants Consultant, and, if the project site is not owned by Client, warrants that permission has been granted for a right of entry from time to time by Consultant, its employees, agents, and subcontractors, upon the project site for the purpose of providing Services. While Consultant will take all reasonable precautions to minimize damage to any property entered upon in pursuit of project functions, it is understood by Client that in the normal course of the work some damage may occur, the correction of which is not part of this Agreement. If Consultant is required to restore the land to its former condition, this cost will be added to Consultant's fee.

29. Safety

Consultant will perform its Services in a safe manner and use reasonable care to comply with all State and Federal OSHA regulations, Consultant's Health & Safety Plan which may be developed in connection with the Services, or other written safety rules or regulations provided to Consultant by Client. Consultant's safety responsibilities, however, are limited solely to the activities of Consultant, its employees, and subcontractors. Neither the professional activities nor the presence of Consultant or its employees or subcontractors will be deemed to control the operations of any others.

30. Client's Information Provided

Client shall provide all required information in a timely manner. Consultant shall be entitled to rely upon the accuracy and completeness of any information provided to Consultant by the Client, or any other Contractor that has prepared information for the Client, and Consultant will provide written notice to Client of any errors or omissions identified in the information provided to Consultant within five (5) business days of discovery of the error or omission.

31. Marketing and Photos

Client grants the Consultant permission to place a sign on the Client's property up to seven (7) days prior to commencing the Services, which may remain in place up to 14 days after the project is completed. The Client also grants Consultant permission to use photographs of the exterior and publicly accessible interior areas of buildings to documenting Consultant's work, and grants Consultant an irrevocable license to use such photographs for any lawful purpose, including in Consultants marketing materials.

32. Utilities and Subsurface Conditions

Consultant may rely on information regarding utilities and subsurface condition provided by Client or others. Consultant will have no liability for losses or damages of any kind related in any way to utilities and/or subsurface structures which were incorrectly marked or identified on maps, plans, specifications, or other documents furnished to Consultant by Client, any third party, and/or the property owner. It is understood that subsurface conditions may differ from those which may be expected based upon Consultant's discovery or general observations regarding the geological conditions of the project site. In the event that Consultant encounters differing subsurface conditions, Consultant will notify Client.

Consultant shall not be liable to Client for additional design of Professional Services costs, or additional construction costs, associated with unforeseen or differing subsurface or site conditions or underground utilities what were not disclosed to Consultant or reasonably foreseeable to Consultant in the exercise of normal care for the inspection or detection of said unforeseen or subsurface conditions.

33. Subsurface Risks

Client recognizes that special risks occur whenever engineering or related disciplines are applied to identify subsurface conditions. Even a comprehensive sampling and testing program, implemented with appropriate equipment and experienced personnel under the direction of a trained professional who functions in accordance with a professional standard of practice, may fail to detect certain hidden conditions. Environmental, geological, and geotechnical conditions that Consultant may infer to exist between sampling points may differ significantly from those that actually exist. The passage of time also must be considered, and Client recognizes that due to natural occurrences or direct or indirect human intervention at or near the site, actual conditions may quickly change. Client realizes that these risks cannot be eliminated altogether, but certain techniques can be applied to reduce them to a level that may be tolerable. The Services included in this Agreement are those which Client agreed to or selected, consistent with Client's risk preferences and other considerations.

34. Samples

Consultant may discard all soil, rock, water, asbestos, and other samples 60 calendar days after receipt of sample or at the expiration of the holding time of the test method employed, whichever is longer. Client may request, in writing, that any such samples be retained beyond such date, and in such case, Consultant will store such samples at Client's expense.

35. Environmental Testing

Client agrees that if Consultant has been engaged for the purposes of conducting air or other environmental media testing services that Consultant is not liable in the event Client fails to pass such tests. Client, therefore, agrees to remit payment in accordance with the terms of this Agreement irrespective of the test results.

36. Asbestos and Mold Investigations

Client acknowledges the act of sampling suspect asbestos-containing materials or mold may affect, alter, or damage mechanical equipment and/or building components at, in, or upon the site. Consultant shall exercise due care when sampling but will not be liable for any effect, alteration, or damage arising out of the act of sampling. Consultant will exercise reasonable efforts to limit damage to the site. The cost of restoration of the site because of any such damage has not been calculated or included in Consultant's fee and will be completed at Client's expense.

37. Hazardous Substances

The Client warrants that the Client has informed the Consultant of any hazardous substances which may be present if the Client has knowledge or has any reason to assume or suspect that hazardous substances may be present at the project site. If during the course of performing the Services hazardous substances are encountered, Consultant retains the right to suspend work immediately.

38. Disposing of Hazardous Waste

It is acknowledged by both Parties that Consultant's scope of Services includes acting on behalf of the Client for the purpose of authorizing the transport of materials responsible for a Hazardous Environmental Condition. Client acknowledges that Consultant is performing such activities solely as a professional Service for Client and that Consultant is not, and shall not be required to become, independently an "arranger", "operator", "responsible party", "generator", or "transporter" of hazardous substances, as defined in the Comprehensive Environmental Response, Compensation, and Liability Act of 1990 (CERCLA). To the fullest extent permitted by law, the Client shall defend, indemnify, and hold Consultant harmless from and against all claims, costs, losses, and damages (including but not limited to all fees and charges of other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to these services, the Remediation of the site, except to the extent that such claims, costs, losses, or damages result from the sole negligence of the Consultant in performing this function.

39. Precedence

These Professional Services Terms and Conditions shall take precedence over any inconsistent or contradictory provisions contained in any proposal, contract, purchase order, requisition, notice to proceed or like document.

40. Severability

If any of the provisions of this Agreement shall be finally determined to be invalid or unenforceable in whole or in part, the remaining provisions shall remain in full force and effect and be binding upon the parties hereto. The parties agree to reform the Agreement to replace any such invalid or unenforceable provision with a valid and enforceable provision that comes as close as possible to the intention of the stricken provision.

41. Governing Law

This Agreement shall be governed and construed in accordance with the laws of the State of Maine.

42. Survival

Paragraphs 11, 13, 14, 15, 16 and 20 shall survive the completion of the Services under this Agreement and the termination of this Agreement for any reason.

43. Entire Agreement

These Professional Services Terms and Conditions, Proposals and any addenda thereto (the "Agreement") constitute the entire agreement between Client and Consultant and supersede all prior or contemporaneous communications, representation, or agreements, whether oral or written, with respect to the subject matter, and has been induced by no representations, statements, or agreements other than those herein expressed. This Agreement may be executed on one or more counterparts, each of which shall be deemed an original, and all of which together shall constitute one and the same Agreement.