

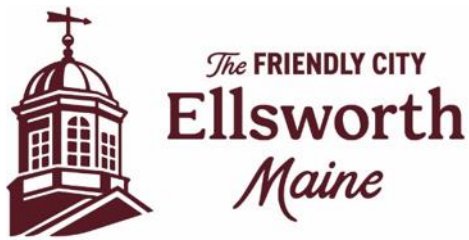
Merrill Lane Extension Project

Courthouse Relocation



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City of Ellsworth, Maine
1 City Hall Plaza, Ellsworth, ME 04605

Merrill Lane Construction Project – Procurement Update and In-House Construction Estimate

Proposed Motion

Move To authorize the City Manager to enter into contract with RF Jordan contractor in the amount not to exceed \$1,633,545 for the final construction of Merrill Lane extension.

PURPOSE

The purpose of this memo is to outline the procurement process facilitated by City staff, with insight from the City Attorney, for the Merrill Lane Construction Project. It summarizes staff's evaluation of the proposals received and of the cost to complete the work in-house with City resources, and presents staff's recommendation to award the construction contract to RF Jordans following a thoughtful procurement and negotiation process.

PROCUREMENT APPROACH

The City utilized a Request for Proposals (RFP) process for the Merrill Lane Construction Project. This approach provided the City with flexibility to evaluate the proposed construction approach and costs and to identify opportunities to reduce overall project costs through negotiation, City-provided materials, City-performed work, or a combination of contracted and in-house services.

The original RFP was issued through the City's OpenGov procurement platform on August 10, 2026. A non-mandatory pre-proposal meeting was held at the project site on August 17, 2026, and proposals were due on September 3, 2026.

The City received four proposals through the competitive process. The proposals were not publicly opened, and proposal amounts, pricing, and other contractor-specific information were not publicly announced or discussed. All proposals remained confidential while staff conducted its review and while the competitive procurement and negotiation process remained active.

Following review of the proposals, staff identified three proposals for further consideration based on their overall pricing and responsiveness to the project requirements.

Rather than proceeding directly to an award based upon the original proposals, staff identified several areas where modifications to the scope and allocation of work could potentially reduce the overall cost to the City. These included opportunities for the City to furnish certain

materials directly, perform selected work using City resources, and further evaluate contractor mobilization, scheduling, material markups, and other project costs.

COUNCIL ACTION – SEPTEMBER 21, 2026

At its September 21, 2026 meeting, the City Council considered the Merrill Lane construction contract. Staff recommended that the Council table the contract award rather than proceed with an award based on the original proposals.

The purpose of tabling the award was to allow the competitive procurement process to continue and provide the three lowest proposers with an equal opportunity to submit amended proposals based on a consistent revised scope.

The City Council voted to table the contract award, allowing staff to proceed with the amended proposal process and return to the Council after the revised proposals had been received and evaluated.

Importantly, the Council's action did not constitute an award or selection of a contractor. The competitive procurement remained active following the September 21 meeting, and the individual proposals and contractor-specific pricing continued to remain confidential.

AMENDED PROPOSAL PROCESS

Following the Council's action, the City invited the three contractors identified for further consideration to participate in the amended proposal process. The City Attorney advised staff on the amended process.

On September 23, 2026, City staff held a mandatory meeting with representatives of all three contractors. The meeting was conducted collectively so that each contractor received the same information regarding the amended process and the items the City was asking proposers to reconsider. Contractors were provided an opportunity to ask questions, with additional questions and clarifications to be handled formally through OpenGov.

Following that meeting, the City issued an Amended RFP on September 24, 2026, through OpenGov. The amended solicitation provides all three contractors with the same revised information, scope, and opportunity to submit updated proposals and pricing.

The schedule for the amended procurement is:

- **September 23:** Mandatory meeting with the three participating contractors
- **September 24:** Amended RFP issued through OpenGov
- **September 29:** Deadline for contractor questions
- **September 30:** Deadline for City responses to questions
- **October 1:** Amended proposals due

All formal questions and City responses are being managed through OpenGov to ensure that information and clarifications provided during the procurement process are communicated consistently to all participating contractors.

REVIEW OF AMENDED PROPOSALS

Following the October 1 deadline, staff reviewed the amended proposals based upon the requirements established in the Amended RFP.

The amended proposal process provided the three participating contractors with the same revised scope, project information, and opportunity to submit updated pricing. This allowed the City to evaluate the proposals on a consistent basis and clearly compare the cost of completing the defined construction work.

As part of this process, the City has identified opportunities to reduce project costs through City-provided materials and selected work performed using City resources. These changes have been incorporated consistently into the amended procurement so that each contractor is pricing the same scope of work.

Provided that the lowest-priced amended proposal is responsive to the requirements of the RFP and the contractor remains qualified and capable of completing the work, staff intended to recommend award of the construction contract to the lowest bidder.

This approach maintains competition among the three participating contractors, provides each contractor with an equal opportunity to submit its best and final pricing, and establishes a clear basis for staff's recommendation to the Council.

IN-HOUSE CONSTRUCTION ALTERNATIVE

At the City's request, Public Works developed a preliminary estimate (dated September 14, 2026) of the staffing, overtime, materials, and contracted services that would be required for the Highway Department to construct Merrill Lane using City forces. Based on the anticipated scope of work, the preliminary estimates are as follows:

- **City Workforce:** Approximately 6 Highway Department employees
- **Estimated Overtime:** Approximately 12,000 hours, assuming the project proceeds without significant delays or unforeseen conditions, which equates to an average cost of \$558,000.
- **Estimated Material Costs:** Approximately \$1.55 million
- **Work Requiring Competitive Bidding/Outside Contractors:** Blasting, electrical work, and final paving.

These figures are preliminary and should be considered planning-level estimates. The overtime estimate in particular assumes favorable conditions and does not account for delays,

unforeseen site conditions, additional work, or other circumstances that could extend the construction schedule.

Staffing. When the possibility of constructing Merrill Lane with City forces was originally discussed, the Highway Department had a full crew available. Since that time, staffing circumstances have changed, including the reallocation of some Highway personnel to the Parks and Recreation Department. As a result, the Department currently has fewer personnel available to dedicate to a project of this size while continuing to perform normal Highway operations.

Labor considerations. The use of City employees for a construction project of this magnitude has not yet been discussed with the Union. Any applicable labor requirements, scheduling considerations, or other contractual issues would need to be addressed before moving forward with an in-house construction approach.

Scheduling. Material procurement may involve longer lead times than anticipated, and the City would need to coordinate the separately bid blasting and electrical work with the work performed by City crews. Weather, material availability, equipment breakdowns, subcontractor availability, permitting or utility coordination, and unforeseen field conditions all have the potential to affect the schedule.

Ongoing Highway operations. Highway crews would still be responsible for the Department's normal operations throughout construction. Emergency response, road repairs, drainage and culvert work, paving and maintenance activities, winter preparation, storm response, and other unanticipated priorities could require employees and equipment to be temporarily reassigned from Merrill Lane. These interruptions could substantially extend the project schedule and increase overtime requirements.

For these reasons, constructing Merrill Lane in-house would likely take considerably longer than construction by a private contractor whose workforce and equipment could be dedicated primarily to the project. A longer construction period could also affect the timing of related work and any other projects, development activities, utility installations, or commitments that depend upon completion of Merrill Lane.

The estimates above provide an initial picture of the direct resources required for an in-house approach; however, they should be considered together with the staffing limitations, labor considerations, operational impacts, schedule risk, and potential for additional costs associated with an extended construction period.

PROCUREMENT CONFIDENTIALITY AND INTEGRITY

Throughout the original proposal review and the subsequent amended proposal process, the individual proposals and contractor-specific pricing have remained confidential. The proposals were not publicly opened, proposal amounts were not announced by the City, and the proposals were not publicly discussed during the active procurement process.

Maintaining that confidentiality is particularly important during the amended proposal process. Each of the three participating contractors is being provided the same information

and the same opportunity to revise its proposal without access to the pricing or proposal information submitted by its competitors.

This approach protects the integrity of the competitive process, preserves the City's negotiating position, and allows each contractor to independently provide its best proposal based upon the amended scope.

Contractor-specific proposal and pricing information will remain confidential while the competitive procurement process is active. Once the amended proposals have been received and evaluated, and staff is prepared to bring forward a recommendation, the relevant proposal and cost information will be presented to the Council as part of its consideration of the contract award. All proposal costs will be made publicly available once the contract is finalized and executed.

NEXT STEPS

Staff is recommending that the City Council award the contract for the Merrill Lane Extension to RF Jordan contractor for a not-to-exceed amount of \$1,633,545. The final decision to award the contract remains with the City Council.

At the October 19, 2026 Council meeting, staff will request approval to enter into a contract with Andrew McCollough for engineering services related to construction administration and oversight of the Merrill Lane Construction Project.

The objective of this process was to preserve competition while providing the City with an opportunity to identify efficiencies and obtain the most advantageous overall cost for completing the project in accordance with the City's design and construction requirements.

MEMORANDUM



CITY OF ELLSWORTH, MAINE

OFFICE OF THE PUBLIC WORKS DIRECTOR

TO: Ellsworth City Council

FROM: Michael Harris, Public Works Director

DATE: September 28, 2026

SUBJECT: Merrill Lane Extension Progress and Courthouse Coordination

SUMMARY

This memo reports progress on the Merrill Lane Extension and its role in providing access and utilities for the new Hancock Judicial Center. It includes the courthouse site-selection background, road and utility status, documented costs, and remaining work.

BACKGROUND

The City and the Maine Judicial Branch are working together to provide public access and utilities to the new Hancock Judicial Center on the Wardwell property off High Street. Their April 2025 Courthouse Collaboration Agreement provides for the land exchange, Merrill Lane right of way, and City construction of the road and supporting utilities. The Wardwell family contributed road land, the Adams family transferred a key parcel, and the Merrill family helped resolve access arrangements with family members and leaseholders. The City announced completion of the needed land transfers in October 2025. The roadway project is separate from the State's courthouse building contract, but both require coordinated access, utilities, and construction sequencing.

Why the Courthouse Site Changed

The Judicial Branch determined that the courthouse at 50 State Street, built in 1931, could not meet current needs for space, safety, building systems, and parking. It considered renovation and an addition at the existing site, but the limited land, wetlands, ledge, parking constraints, and effects on the historic building made those options infeasible. The State purchased 120 Surry Road in 2024 for a replacement courthouse. Residents objected to placing the facility in that neighborhood, and the City and Judicial Branch considered other locations while the Surry Road site remained under review.



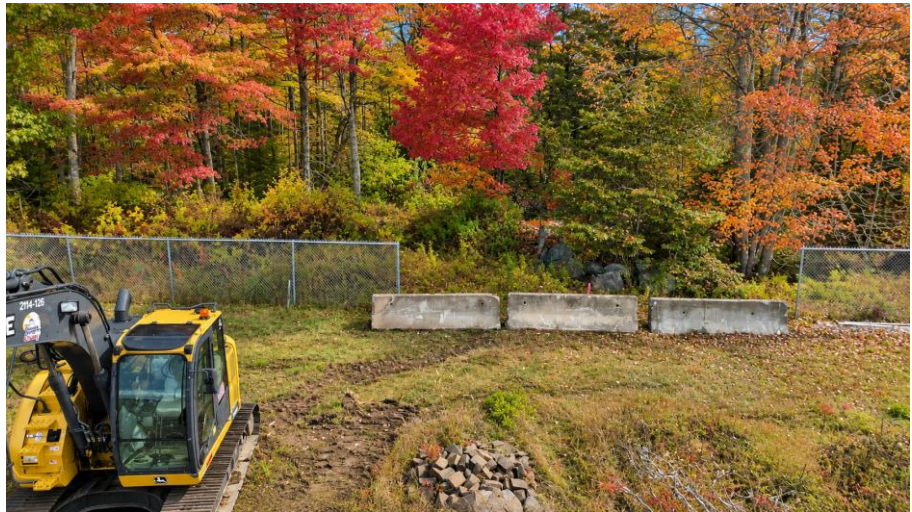
Courthouse area before construction. Photo supplied for this memo.

How the High Street Site Was Selected

In August 2024, the City, working with the Judicial Branch, issued a Request for Information (RFI) seeking proposals from property owners for potential alternative courthouse sites. The request sought at least five buildable acres near Ellsworth's urban core, with practical road and pedestrian access, room for the courthouse and parking, and feasible utility service. The City's October 2024 presentation reported 9 submissions. Public workshops, Council and staff meetings, and State review brought forward Alice Wardwell's land near High Street as the preferred alternative. It met the State's site criteria except for road access, which would require new right of way and construction. The property had not been for sale during the Judicial Branch's original search.

At its January 7, 2025 meeting, the City Council authorized the City Manager to facilitate the proposed exchange of the State's 17.9-acre Surry Road parcel for an equivalent 17.9-acre portion of the Wardwell property, secure Merrill Lane right of way, and arrange an access road from High Street. The City, Judicial Branch, and Mrs. Wardwell finalized the Courthouse Collaboration Agreement in April 2025. The City's road and utility obligations under that agreement are the reason for the Merrill Lane Extension project.

The extension runs approximately 1,225 linear feet from High Street toward the courthouse parcel within a planned 66-foot public road right of way. The City engaged Andrew McCullough of McCullough Engineering for permitting and roadway design work and Ron Fortier for the electrical design work. The permanent road will convert the gravel construction access into a finished municipal roadway with drainage, sanitary sewer, water, electrical and communications infrastructure, lighting, and roadside improvements. Those utilities also support future development in this part of the Urban Core.



Road corridor before clearing. Photo supplied for this memo.

PROGRESS TO DATE

Milestone	Status as of September 28, 2026
Site and right of way	The City announced completion of the needed land transfers in October 2025, including road land from Wardwell, a key Adams parcel, and Merrill access arrangements.
Permitting	The City announced Maine DEP and Bureau of Land Resources permit approvals in October 2025. Applicable permit conditions still govern construction.
Early access	Clearing and grubbing are complete; a gravel construction road is in place. The State identified access as unpaved at the July 7, 2026 groundbreaking.
High Street utility stubbing	The September 29 cost-to-date memo records \$52,153.41 for the utilities subphase: \$35,388.51 in materials and equipment and \$16,764.90 in staff pay for 434.25 hours.
Design	Andrew McCullough of McCullough Engineering was engaged for permitting and roadway design, and Ron Fortier for electrical design. Construction plans, specifications, logistics, and the July 27, 2026 engineer's estimate were prepared.
Procurement	The City issued the construction RFP August 10; four proposals were received by September 3. The September 21 Council packet recommended tabling award pending amended offers from the three lowest proposers.
Value engineering	Staff proposes consistent revised scope and best and final pricing from the three lowest proposers to compare contracted, City-force, and hybrid delivery. The packet targeted October 5 for Council review.



Aerial view of the road corridor during clearing. Photo supplied for this memo.



Ground view of the road corridor during clearing. Photo supplied for this memo.

COURTHOUSE COORDINATION

The Judicial Branch held its groundbreaking July 7, 2026. The City credited Public Works' construction of the access road with making the ceremony possible. Courthouse construction is underway with Bowman Constructors as the building contractor, and the Judicial Branch expects to occupy the facility in 2028. The gravel access road serves construction traffic; it is not the completed public roadway. The existing courthouse at 50 State Street remains in use during construction.

The City's road contractor must maintain alternating one-way travel along Merrill Lane and coordinate weekly with the courthouse contractor. Work at the High Street end (Stations 0+00 to 1+75) is restricted in the project logistics document to 9 p.m.–6 a.m. Construction phasing must preserve site access, emergency response, deliveries, and the ability to install and connect permanent utilities without interrupting the courthouse contractor's work. A confirmed joint schedule is needed before a notice to proceed is issued.



Courthouse groundbreaking, July 7, 2026. City of Ellsworth photo.



Public Works team at the groundbreaking. City of Ellsworth photo.

UTILITY STUBBING

The City completed the High Street utility stubbing over four nights using Highway, Water, and Wastewater personnel, together with the Public Works Director. The September 29, 2026 cost-to-date memo records \$52,153.41 for the Preliminary Road Construction: Utilities subphase, consisting of \$35,388.51 in materials and equipment and \$16,764.90 in staff pay for 434.25 hours. Materials and equipment include \$18,630.07 in water stubbing materials and \$1,136.80 in SDR 35 sewer pipe, totaling \$19,766.87, with \$15,621.64 in other recorded equipment charges. This phase total replaces the earlier worksheet-based combination of equipment values, rentals, and materials and is included in the overall project total.

TEMPORARY POWER

The City provided temporary electrical power for the courthouse project and installed a generator to supply that power. This work supports the project while permanent electrical infrastructure is being completed.

The September 29 cost-to-date memo records \$2,973.84 in generator fuel, repairs, and parts: \$1,815.46 for fuel and \$1,158.38 for repairs and parts. It also lists a \$2,360.00 payment to Darren Richardson Electric, Inc. on August 4, 2026 under Requirements of the Developer Agreement. Together, these generator and electrical contractor costs total \$5,333.84. The full Requirements of the Developer Agreement phase is \$14,888.84, including other agreement-related expenditures, and is included in the overall project cost total.

TRAFFIC PERMIT

MaineDOT issued Traffic Movement Permit Reg. 04-000237-A-N to the State of Maine Judicial Branch on September 8, 2026, for the proposed 64,200-square-foot Hancock Judicial Center on Merrill Lane. The permit is in the over-200 passenger-car-equivalent category and estimates 237 morning and 205 evening peak-hour vehicle trips. Required mitigation must be completed to MaineDOT's satisfaction before the facility opens, unless MaineDOT approves otherwise.

The High Street/Merrill Lane improvements include a raised island separating Merrill Lane from the furniture store parking lane; enter-only southerly and exit-only northerly furniture store driveways; exit-only southerly and enter-only northerly Key Bank driveways; relocation of the L.L. Bean driveway northward, with a connection to Key Bank that bypasses its drive-through lanes; continuous sidewalk access from High Street to the courthouse; and the necessary signs, pavement markings, curbing, and High Street lane-use signs. The permit also requires ADA-compliant on-site pedestrian access, stop controls, and driveway illumination.

The applicant must separately pay \$46,000 to MaineDOT for pedestrian improvements at High Street/Merrill Lane under WIN 027124.00. This payment is to MaineDOT; it is not City reimbursement.

The First Amendment to Development Agreement, dated June 30, 2026, supplements the May 23, 2025 Development Agreement within the courthouse collaboration arrangements. Section 3 provides a State TMP contribution of up to \$415,000 to reimburse reasonable, actual covered costs connected with the City's receipt of the permit. The City must submit reimbursement invoices at least monthly, and the State must receive them by June 15, 2027. The cap is a reimbursement commitment, not evidence that the City has received the funds.

The September 28 TMP memo identifies the City as the practical partner to coordinate affected property owners, secure easements and property rights, finalize design with MaineDOT, and manage construction alongside the Merrill Lane Extension. A contract modification using the mobilized road contractor is an available approach. This coordination can reduce duplicate mobilization, traffic control, equipment transportation, and administration. The Judicial Branch is the permit applicant and remains responsible for the courthouse mitigation; the amendment separately assigns TMP-related duties to the City.

The amendment requires any additional real property needed for TMP improvements to be acquired by January 1, 2027, and sets June 1, 2027 as the deadline to obtain the permit. The September 8 issuance precedes that permit deadline. It also requires completion of Merrill Lane, including intersection improvements, and City acceptance as a public way by October 1, 2027. Staff will track TMP costs separately from the City's road-extension costs and confirm covered-cost eligibility with the State before committing reimbursement funds.

REMAINING WORK

The bid scope includes earthwork and ledge excavation; aggregate base and two roadway asphalt courses; curbing, sidewalk-related work, retaining wall and pavement markings; drainage pipe and nine underdrained soil-filter systems; approximately 1,192 feet of 8-inch sanitary main and seven manholes; approximately 1,176 feet of 12-inch water main and three hydrants; and underground electrical and communications systems with street lighting. These are design and bid quantities, not installed quantities. Testing, disinfection, inspection, restoration, and final acceptance remain part of completion.



Merrill Lane corridor near High Street. City of Ellsworth photo, published October 2025.



Merrill Lane Extension Project: Cost-to-Date Summary

Costs associated with the relocation of the Hancock County courthouse and the Merrill Lane Extension Project began in the fourth quarter of 2024. Early project development work included environmental screening, survey, and preliminary roadway design. This work was necessary to evaluate site and access alternatives and to provide the technical information needed to inform City Council consideration of the project.

Since that time, the City has advanced the project through property and easement work, development agreements with the Judiciary, preliminary construction, utility coordination, and final design. To provide a clear and transparent accounting of project expenditures, costs incurred over the past two years have been tracked by the following project phases:

- Road Design and Engineering
- Real Estate and Easements
- Developer Agreement
- Supplemental Developer Agreement
- Requirements of the Developer Agreement
 - Letter of Credit
 - Temporary Power
- Preliminary Road Construction
- Preliminary Road Construction: Utilities Subphase
- Final Road Design and Engineering
- General

Cost to Date

Through September 29, 2026, project costs total **\$606,462.20**. Consultant and professional services, including land purchase payments, account for \$465,941.21 (76.8%); City materials and equipment for \$109,873.69 (18.1%); and City staff for \$30,647.30 (5.1%, 913.25 hours).

The table below provides the cost incurred within each project phase to date. Organizing expenditures in this manner distinguishes early project development and agreement costs from preliminary construction and final design costs and provides the Council with a clear accounting of how project funds have been used as the Merrill Lane Extension has advanced.

Phase	Vendors	Materials & Equipment	Staff Hours	Staff Paid	Total Cost
Road Design and Engineering	\$159,336.45	—	—	—	\$159,336.45
Real Estate and Easements(and legal)	\$251,605.77	—	—	—	\$251,605.77

Phase	Vendors	Materials & Equipment	Staff Hours	Staff Paid	Total Cost
Developer Agreement	\$11,209.00	—	—	—	\$11,209.00
Supplemental Developer Agreement	\$2,812.00	—	—	—	\$2,812.00
Requirements of the Developer Agreement	\$11,915.00	\$2,973.84	—	—	\$14,888.84
Preliminary Road Construction	\$163.08	\$71,511.34	479	\$13,882.40	\$85,556.82
Preliminary Road Construction: Utilities subphase	—	\$35,388.51	434.25	\$16,764.90	\$52,153.41
Final Road Design and Engineering	\$18,165.00	—	—	—	\$18,165.00
General	\$10,734.91	—	—	—	\$10,734.91
Total	\$465,941.21	\$109,873.69	913.25	\$30,647.30	\$606,462.20

Real Estate and Easements includes \$205,000.00 in land purchase payments made through Acadia Law Group LLC. Line items for every phase are in Attachment A, and payments by firm are in Attachment B.

Description of Project Cost Categories

Road Design and Engineering. Includes survey, environmental screening, and preliminary engineering and roadway design. These activities established baseline site conditions, identified environmental and design constraints, and supported the City's evaluation of project alternatives. *Cost to date: \$159,336.45.*

Real Estate and Easements. Includes costs associated with securing the property interests and easements necessary to construct the roadway and related improvements, including \$205,000.00 in land purchase payments. *Cost to date: \$251,605.77.*

Developer Agreement and Supplemental Developer Agreement. Includes the work necessary to develop and refine the agreements between the City and the Judiciary. This process required multiple coordination meetings, revisions to the agreements, and legal review to clearly define project responsibilities, obligations, and implementation. *Cost to date: \$11,209.00 and \$2,812.00, respectively.*

Requirements of the Developer Agreement. Includes costs associated with fulfilling specific City obligations established through the developer agreements, including temporary power and obtaining the required letter of credit. *Cost to date: \$14,888.84.*

Preliminary Road Construction. Includes clearing, grubbing, installation of cross culverts, placement of gravel fill, and compaction of the roadway surface within the 66-foot-wide right-of-way for approximately 0.22 miles from High Street to the courthouse site. This work established construction access and prepared the corridor for subsequent phases of the project. *Cost to date: \$85,556.82.*

Preliminary Road Construction: Utilities Subphase. Includes the initial water and wastewater utility work and work at the roadway entrance near High Street, including applicable City staff time and materials. *Cost to date: \$52,153.41.*

Final Road Design and Engineering. Includes final roadway engineering, electrical design, and preparation of construction and contract documents necessary to advance the project to full construction. *Cost to date: \$18,165.00.*

General. Includes legal and consultant services that support the project as a whole rather than a single phase. *Cost to date: \$10,734.91.*

Attachment A: Line Items by Phase

Item	Date Paid / Week Beginning	Hours	Cost
Road Design and Engineering			
Consultant Invoices			
Andrew McCullough Engineering	10/17/2024		\$6,680.00
Andrew McCollough Engineering	12/6/2024		\$2,000.00
Andrew McCollough Engineering	1/15/2025		\$4,800.00
Andrew McCullough Engineering	4/10/2025		\$2,400.00
Andrew McCullough Engineering	5/29/2025		\$15,687.50
Andrew McCullough Engineering	6/30/2025		\$36,650.00
Andrew McCullough Engineering	9/3/2025		\$18,050.50
Andrew McCullough Engineering	10/31/2025		\$16,300.00
Andrew McCullough Engineering	12/3/2025		\$7,500.00
Andrew McCullough Engineering	12/3/2025		\$1,462.50
Herrick & Salsbury Inc	3/18/2025		\$8,503.00
Herrick & Salsbury Inc	6/25/2025		\$18,442.50
Herrick & Salsbury Inc	9/4/2025		\$7,467.50
Herrick & Salsbury Inc	10/1/2025		\$82.50
Herrick & Salsbury Inc	10/1/2025		\$5,400.00
Moyse Environmental Services	10/25/2024		\$224.00
Moyse Environmental Services	10/25/2024		\$1,519.00
Moyse Environmental Services	10/25/2024		\$429.00
Moyse Environmental Services	10/25/2024		\$225.00
Moyse Environmental Services	10/25/2024		\$73.70
Moyse Environmental Services	1/24/2025		\$4,918.95
Moyse Environmental Services	7/16/2025		\$520.80
Consultant subtotal (22 payments)			\$159,336.45
Phase total			\$159,336.45
Real Estate and Easements			
Consultant Invoices			
Acadia Law Group LLC	2/3/2025		\$1,650.00
Acadia Law Group LLC	3/12/2025		\$240.00
Acadia Law Group LLC	4/2/2025		\$90.00
Acadia Law Group LLC	5/14/2025		\$2,610.00
Acadia Law Group LLC	6/3/2025		\$2,040.00
Acadia Law Group LLC	6/27/2025		\$1,706.77
Acadia Law Group LLC	8/20/2025		\$2,940.00

Item	Date Paid / Week Beginning	Hours	Cost
Acadia Law Group LLC	12/8/2025		\$2,096.00
Herrick & Salsbury Inc	1/15/2025		\$12,713.00
Herrick & Salsbury Inc	1/15/2025		\$13,545.00
Jones, Kurillf & Sargent LLC	9/5/2025		\$6,975.00
Land purchase <i>(see note 1)</i>	6/27/2025		\$30,000.00
Land purchase <i>(see note 1)</i>	9/5/2025		\$175,000.00
Consultant subtotal (13 payments)			\$251,605.77
Phase total			\$251,605.77
Developer Agreement			
Consultant Invoices			
Acadia Law Group	2/3/2025		\$3,840.00
Acadia Law Group	3/12/2025		\$1,530.00
Acadia Law Group	4/2/2025		\$1,680.00
Acadia Law Group	5/14/2025		\$750.00
Acadia Law Group	6/3/2025		\$1,590.00
Acadia Law Group LLC	12/8/2025		\$120.00
Rudman & Windchell LLC	3/3/2025		\$1,699.00
Consultant subtotal (7 payments)			\$11,209.00
Phase total			\$11,209.00
Supplemental Developer Agreement			
Consultant Invoices			
Rudman & Winchell LLC	4/28/2026		\$2,045.00
Rudman & Winchell LLC	7/13/2026		\$767.00
Consultant subtotal (2 payments)			\$2,812.00
Phase total			\$2,812.00
Requirements of the Developer Agreement			
Consultant Invoices			
Bangor Daily News	12/11/2025		\$195.00
Darren Richardson Electric, Inc.	8/4/2026		\$2,360.00
Pierce Atwood	1/30/2026		\$8,856.00
Pierce Atwood	4/28/2026		\$504.00
Consultant subtotal (4 payments)			\$11,915.00
Materials & Equipment			
Generator Fuel			\$992.70
Generator Fuel			\$296.04
Generator Fuel			\$305.43
Generator Fuel			\$221.29

Item	Date Paid / Week Beginning	Hours	Cost
Generator Repairs and Parts			\$17.19
Generator Repairs and Parts			\$393.31
Generator Repairs and Parts			\$524.24
Generator Repairs and Parts			\$51.97
Generator Repairs and Parts			\$99.30
Generator Repairs and Parts			\$72.37
Materials subtotal			\$2,973.84
Phase total			\$14,888.84
Preliminary Road Construction			
Consultant Invoices			
Ellsworth Chainsaw, Inc.	10/9/2025		\$163.08
Consultant subtotal (1 payment)			\$163.08
Materials & Equipment			
Chain Saw			\$1,200.00
Dump Trucks 12-14 CY			\$9,747.60
Dump Trucks 12-14 CY			\$649.84
Dump Trucks 3-9 CY			\$10,864.80
Dump Trucks 3-9 CY			\$724.32
Dump Trucks 3-9 CY			\$452.70
Excavator			\$21,330.00
Grader			\$2,000.00
Rock			\$4,032.00
Skid Steer			\$200.08
Two Inch Minus Gravel			\$18,780.00
Two Inch Minus Gravel			\$1,530.00
Materials subtotal			\$71,511.34
Staff Charges			
Staff paid	10/14/2025	32	\$858.24
Staff paid	10/14/2025	32	\$879.36
Staff paid	10/14/2025	32	\$998.08
Staff paid	10/14/2025	32	\$981.12
Staff paid	10/20/2025	32	\$981.12
Staff paid	10/20/2025	32	\$858.24
Staff paid	10/20/2025	32	\$879.36
Staff paid	10/20/2025	32	\$998.08
Staff paid	10/27/2025	32	\$981.12
Staff paid	10/27/2025	32	\$858.24
Staff paid	10/27/2025	32	\$879.36

Item	Date Paid / Week Beginning	Hours	Cost
Staff paid	10/27/2025	32	\$998.08
Staff paid	11/4/2025	15	\$412.20
Staff paid	11/4/2025	15	\$402.30
Staff paid	6/29/2026	13	\$429.00
Staff paid	6/29/2026	13	\$325.00
Staff paid	6/29/2026	13	\$370.50
Staff paid	6/29/2026	13	\$377.00
Staff paid	6/29/2026	13	\$416.00
Staff subtotal		479	\$13,882.40
Phase total		479	\$85,556.82
Preliminary Road Construction: Utilities subphase			
Materials & Equipment			
Compactor			\$1,010.16
Concrete Chain Saw			\$610.00
Dump Trucks 12-14 CY			\$3,736.58
Dump Trucks 3-9 CY			\$4,164.84
Excavator			\$2,724.58
Mini Excavator			\$662.40
Pavement Saw			\$1,678.08
Portable Light Tower			\$1,035.00
SDR 35 Sewer Pipe			\$1,136.80
Water Stubbing Materials			\$3,606.01
Water Stubbing Materials			\$3,048.00
Water Stubbing Materials			\$11,457.10
Water Stubbing Materials			\$518.96
Materials subtotal			\$35,388.51
Staff Charges			
Staff paid	5/31/2025	33.5	\$1,213.61
Staff paid	5/31/2025	48	\$1,703.76
Staff paid	5/31/2025	25	\$718.60
Staff paid	5/31/2025	20	\$750.50
Staff paid	5/31/2025	45.5	\$1,660.95
Staff paid	5/31/2025	46.5	\$1,863.74
Staff paid	5/31/2025	10.5	\$533.93
Staff paid	5/31/2025	8.5	\$334.73
Staff paid	5/31/2025	8.5	\$347.48
Staff paid	5/31/2025	26	\$1,149.98
Staff paid	5/31/2025	26	\$1,080.82
Staff paid	5/31/2025	10.25	\$531.98

Item	Date Paid / Week Beginning	Hours	Cost
Staff paid	5/31/2025	25.5	\$776.25
Staff paid	5/31/2025	20	\$1,009.60
Staff paid	5/31/2025	80.5	\$3,089.00
Staff subtotal		434.25	\$16,764.90
Phase total		434.25	\$52,153.41
Final Road Design and Engineering			
Consultant Invoices			
Andrew Mccullough Engineering	3/10/2026		\$3,075.00
Andrew McCullough Engineering	8/5/2026		\$13,650.00
Ronald J. Fortier	2/28/2026		\$1,120.00
Ronald J. Fortier	8/10/2026		\$320.00
Consultant subtotal (4 payments)			\$18,165.00
Phase total			\$18,165.00
General			
Consultant Invoices			
Acadia Law Group	2/3/2025		\$300.00
Acadia Law Group	3/12/2025		\$300.00
Acadia Law Group	4/2/2025		\$150.00
Acadia Law Group	5/14/2025		\$1,387.50
Acadia Law Group	8/20/2025		\$540.00
Kleinfelder, Inc.	2/24/2026		\$261.60
Kleinfelder, Inc.	3/22/2026		\$4,594.15
Kleinfelder, Inc.	4/28/2026		\$1,636.63
Kleinfelder, Inc.	8/3/2026		\$915.60
Kleinfelder, Inc.	8/17/2026		\$649.43
Consultant subtotal (10 payments)			\$10,734.91
Phase total			\$10,734.91
GRAND TOTAL		913.25	\$606,462.20

Attachment B: Consultant Payments by Firm

Firm	Phases	Payments	Total Paid	Share
Land purchase (paid through Acadia Law Group LLC)	Real Estate and Easements	2	\$205,000.00	44.0%
Andrew McCullough Engineering	Final Road Design and Engineering; Road Design and Engineering	12	\$128,255.50	27.5%
Herrick & Salsbury Inc	Real Estate and Easements; Road Design and Engineering	7	\$66,153.50	14.2%
Acadia Law Group LLC	Developer Agreement; General; Real Estate and Easements	19	\$25,560.27	5.5%
Pierce Atwood	Requirements of the Developer Agreement	2	\$9,360.00	2.0%
Kleinfelder, Inc.	General	5	\$8,057.41	1.7%
Moyse Environmental Services	Road Design and Engineering	7	\$7,910.45	1.7%
Jones, Kurillf & Sargent LLC	Real Estate and Easements	1	\$6,975.00	1.5%
Rudman & Winchell LLC	Developer Agreement; Supplemental Developer Agreement	3	\$4,511.00	1.0%
Darren Richardson Electric, Inc.	Requirements of the Developer Agreement	1	\$2,360.00	0.5%
Ronald J. Fortier	Final Road Design and Engineering	2	\$1,440.00	0.3%
Bangor Daily News	Requirements of the Developer Agreement	1	\$195.00	0.0%
Ellsworth Chainsaw, Inc.	Preliminary Road Construction	1	\$163.08	0.0%
Total		63	\$465,941.21	100.0%

Firm names are standardized where the source spells the same firm more than one way. Line items in Attachment A keep the spelling from the source report.

Notes and Reconciliation

Source	Source Total	This Memo	Difference
Consultant Invoices by Phase (grand total)	\$465,941.21	\$465,941.21	\$0.00
Combined Project Costs by Phase: materials & equipment	\$109,873.69	\$109,873.69	\$0.00
Combined Project Costs by Phase: staff paid	\$30,647.30	\$30,647.30	\$0.00
Combined Project Costs by Phase: staff hours (6/29/2026 hours corrected to 65)	849.25	913.25	+64 hrs
Combined total	\$606,462.20	\$606,462.20	\$0.00

- 1. Land purchase.** *Two Real Estate payments to Acadia Law Group LLC, \$30,000.00 (6/27/2025) and \$175,000.00 (9/5/2025), are land purchase payments and are labeled “Land purchase” in this memo. Together they are \$205,000 of the \$251,605.77 Real Estate and Easements phase, about a third of total project cost. They remain in the consultant invoice totals because the consultant report includes them, but the firm table lists them separately from Acadia Law Group’s legal fees.*
- 2. What “to date” covers.** *Consultant costs are payments made (10/17/2024 to 8/17/2026). City costs are charges recorded through the report date. Neither report includes invoices received but not yet paid.*

MEMORANDUM



CITY OF ELLSWORTH, MAINE

OFFICE OF COMMUNITY DEVELOPMENT

TO: City Council

FROM: Twila Fisher, Community Development Director

DATE: September 30, 2026

SUBJECT: Economic Development Considerations for the Merrill Lane Extension Project

SUGGESTED MOTION:

SUMMARY / PURPOSE Provide Council with an economic development perspective on the City's investment in the Merrill Lane extension project and associated public infrastructure serving the new Hancock County Judicial Center and surrounding area.

BACKGROUND The State's new Judicial Center represents a major capital project in Ellsworth and serves as the initial anchor investment in this large land parcel area of the City. The City will become part of that investment beyond providing public infrastructure to the new facility. The longer-term economic development opportunity is the infrastructure's potential to improve access to surrounding land, facilitate future private investment, support housing and commercial development, increase taxable assessed value, and establish greater connectivity between High Street and Main Street. The new Courthouse creates the immediate need for infrastructure, but the long-term municipal value of the investment depends upon what the infrastructure enables beyond the Courthouse and Merrill Lane extension.

ANALYSIS / DISCUSSION Public infrastructure is one of the principal ways municipalities can improve the development potential of land. Providing adequate road access, sewer, water, and utility infrastructure can materially change and greatly increase the feasibility of private development. Opening opportunities for private investment creates the possibility for increased property taxes, which adds to the General Fund revenue (and in this location, TIF value capture). This does not mean the Merrill Lane extension is guaranteed to pay for itself, but the objective is for future incremental development to offset and leverage some of the City's upfront investment over time. Of note, this infrastructure investment may also provide greater public benefits, like increased access to the Downeast Sunrise Trail, trailhead parking, Card Brook recreational connections, and a longer-term High Street – Main Street connection.

CONCERNS / DRAWBACKS

The principal concern is the City's upfront financial commitment relative to an economic-development return that could occur over a considerably longer period. The Judicial Center is the immediate user of the roadway, while much of the City's economic development justification depends on subsequent private development of surrounding property. Council should therefore evaluate the Merrill Lane extension as a long-term enabling investment rather than an assumption that particular development will occur on a particular schedule.

FINANCIAL IMPACT

The analysis of financial impact should consider both the immediate municipal cost and the potential long-term tax revenue and cost-recovery mechanisms associated with the Merrill Lane extension project.

1. The Central Corridor TIF provides one potential source of future revenue associated with new taxable value. If Council approves 100% capture of all new tax assessments in this TIF for FY28, the projected capture (very conservatively) is \$38,756, which could all go to offset the Merrill Lane extension costs since that project is included in the state-approved development plan.
2. The projected Beckwith Hill TIF tax revenue capture for FY28 is \$629,341, of which an estimated \$150,000 could be budgeted for infrastructure improvements and/or debt service of the same.
3. New residential and/or multi-use development around the Courthouse could have a significant impact on tax revenue. Per statistical averages of current assessed values provided by the City Assessor, if just 40 land parcels (1.63 acres each) were built out over the next 15 years, it could generate approximately \$800,000 of tax increment (see attachment). This amount could be fully or partially sheltered through the Central Corridor TIF to satisfy the debt service.
4. Under Maine law, the City could consider establishing a "Merrill Lane Extension Impact Fee Program" to recover some of the City's investment in public infrastructure from future private development that benefits from and uses the infrastructure. Maine's impact-fee statute allows municipalities to impose impact fees for: wastewater collection/treatment; municipal water; roads and traffic-control infrastructure; and other qualifying infrastructure (30-A M.R.S. §4354). Conversely, the City may decide this program could disincentivize development and not consider it as an option.

NEXT STEPS

The strong potential for land development around the new Courthouse and the access to it the Merrill Lane extension project provides is evident. From an economic development perspective, the City should move forward with completing the immediate Merrill Lane extension project while Staff simultaneously develops a strategy for maximizing the public value of the infrastructure investment. Additionally, Staff should prepare a baseline "Merrill Lane/Central Corridor TIF Development and Fiscal Profile" that documents the City's total infrastructure investment, existing assessed value, developable acreage, TIF district boundaries, eligible TIF expenditures, current property ownership, and existing infrastructure. Staff should provide quarterly updates to the Council on this progress, thus building in accountability for producing (as much as possible) the economic development outcomes anticipated when the infrastructure was connected.

From Larry:

This information relates strictly to statistical averages, based on the current existing values for FY2025.

Based on what we already have, a full complete built-out estimate of total valuation calculated using this statistical sample data conjectures a generalized assessment (when "built-out") of approximately \$50 million.

How long might a full and complete build-out take to subdivide and sale off 40 land parcels and have all buildings constructed? ...if 15 years would approx. be $\$50/15 = \3.3 million per year.

Year	Value millions	tax rate	property tax
1	\$ 3,300,000	0.01745	\$ 57,585
2	\$ 6,600,000	0.01745	\$ 115,170
3	\$ 9,900,000	0.01745	\$ 172,755
4	\$ 13,200,000	0.01745	\$ 230,340
5	\$ 16,500,000	0.01745	\$ 287,925
6	\$ 19,800,000	0.01745	\$ 345,510
7	\$ 23,100,000	0.01745	\$ 403,095
8	\$ 26,400,000	0.01745	\$ 460,680
9	\$ 29,700,000	0.01745	\$ 518,265
10	\$ 33,000,000	0.01745	\$ 575,850
11	\$ 36,300,000	0.01745	\$ 633,435
12	\$ 39,600,000	0.01745	\$ 691,020
13	\$ 42,900,000	0.01745	\$ 748,605
14	\$ 46,200,000	0.01745	\$ 806,190
15	\$ 49,500,000	0.01745	\$ 863,775

Twila added:

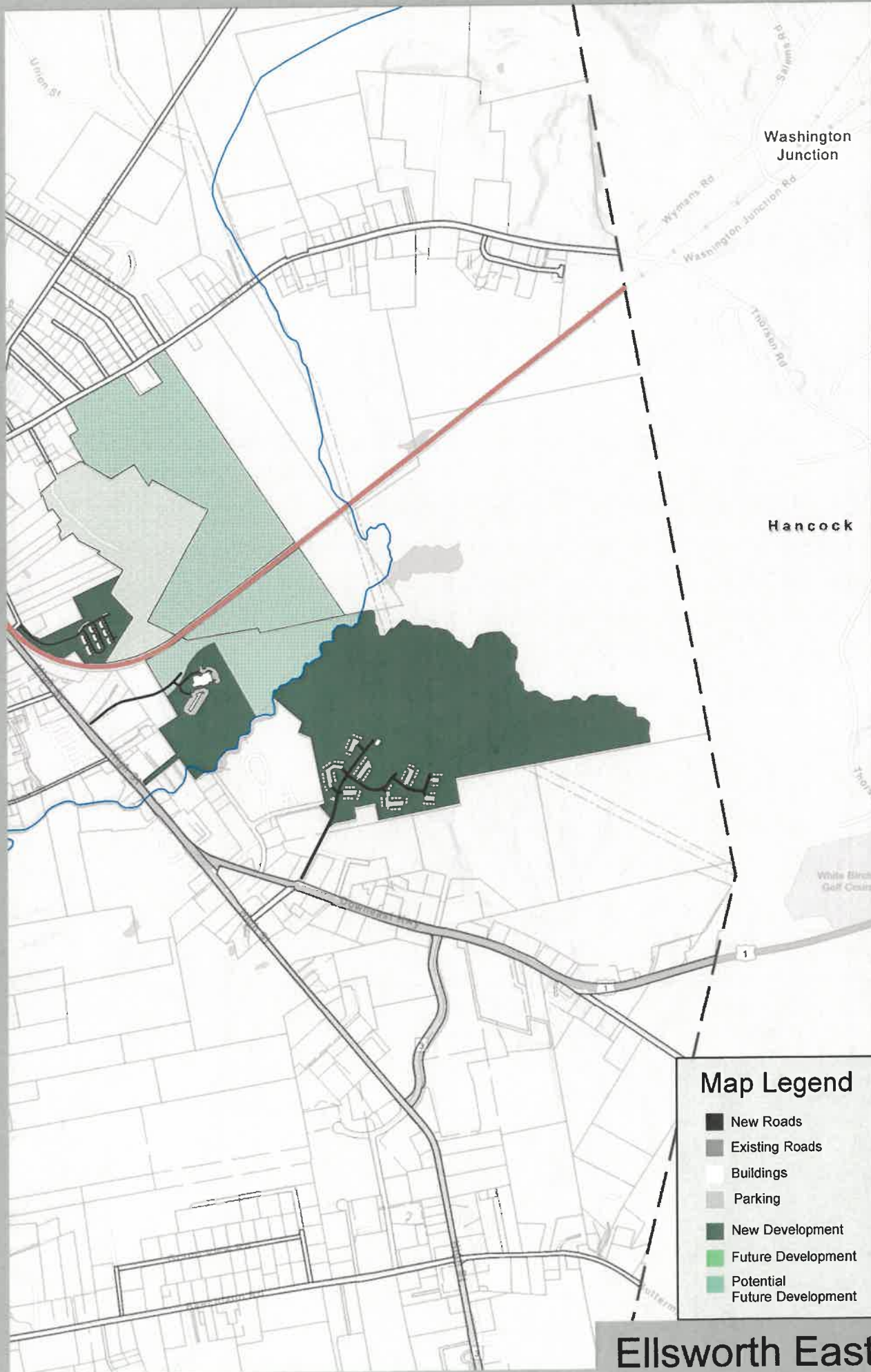
**Central Corridor TIF
\$806,190 in estimated sheltered
tax increment over 15 years**

Average building size is 9,096 sf
Average ratio of bldg size to land size is 18%
Average total land & bldg value is \$961,358
Average bldg value is \$648,547
Average land size is 1.63 acres
Average land value per acre is \$238,892
Average bldg value per sqft is \$81

Taking the average land parcel size of 1.63 acres which equates to 71,002 square feet x the building size ratio of 18% infers a building size of 12,780 x \$81 per sf = \$1,035,220
bldg value x 40 lots = \$41 million

Potentially developable land after wetlands and road is approx. 70 acres /1.63 average land size = approx. 40 acres x \$238,892 average land value per acre = \$9.5 million.

Again, please note, this information is based on statistical averages of current assessed values, not market values.



Ellsworth East



Parcel #: 027-002-000-000



Documents

- ☒ Vision Property Card
- ☒ CAI Property Card
- ☒ Tax Map
- ☒ CITY OF Ellsworth Tax Bill Search Page

Assessment

Mailing Address : 343 MAIN STREET
Mailing Address 2 :

City : ELLSWORTH
State : ME
ZIP : 04605
Municip : 3413

Parcel ID : 0270020000000

Account Number : A04998

Land Area in Acres : 70

Nthbd : 50

Nthbd Adj : 1

Book : 7713

Page : 915

Price : 0

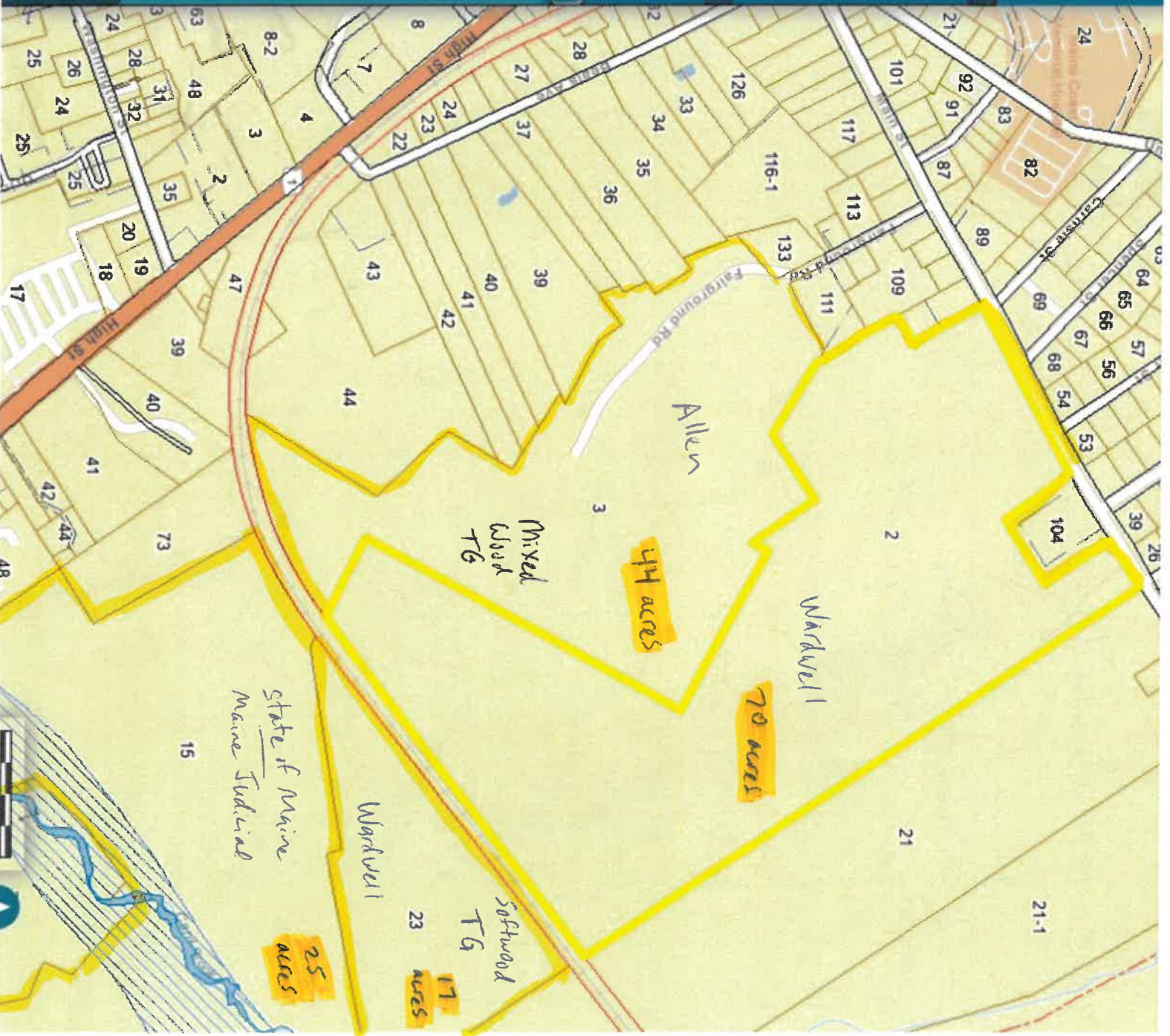
Sale Date : 2022-6-16

Depth :

Land Value : 33100.00

Av PID : 4558

Prem Inlet Suppress :





City of Ellsworth, ME



September 28, 2026

1 inch = 537 Feet

www.cai-tech.com

0 537 1074 1611



Data shown on this map is provided for planning and informational purposes only. The municipality and CAI Technologies are not responsible for any use for other purposes or misuse or misrepresentation of this map.



MEMORANDUM

CITY OF ELLSWORTH, MAINE

FINANCE DEPARTMENT

TO: City Council

FROM: Chris Nemeth, Chief Financial Officer

DATE: October 1, 2026

SUBJECT: Finance Opinion for the Merrill Lane Extension Project

SUMMARY / PURPOSE

Provide Council with the Finance Department's opinion on the City's investment in the Merrill Lane extension project and associated public infrastructure serving the new Hancock County Judicial Center and surrounding area.

BACKGROUND

From a finance perspective, the Merrill Lane project represents a pivotal opportunity to recast the City's financial trajectory – both in the near-term as well as for generations to come. Once the enabling infrastructure (access road, water, wastewater) of this project is put into service, our ability to unlock and tap the economic potential of this strategically-positioned district will not only cover the project financing costs, but should also provide necessary capital capacity to fund a broader array of pending CIP infrastructure projects.

PROJECT DEBT

The 2026 General Obligation Bond.

The required \$1,750,000 project funding was included as part of the City's newly-approved, \$3,860,443 General Obligation Bond issue (MMBB Series 2026B). The Merrill Lane project's \$1.75M portion of the debt is structured as a 20-year note, priced at 4.668% interest. In addition, this debt is further structured as a "level principal" note - effectively raising the annual debt service payments in the near-term while saving the city a significant amount of interest expense over the long term.

The Merrill Lane project portion of the debt (\$1.75M) represents 45.33% of the total bond amount. Accordingly, the 20-year amortization schedule for this portion is presented in Table 1 below. The annual payments range from a high of \$211,156.81 for FY2028 down to the final payment of \$40,738.08 in FY2047. The average annual payment over the 20-year life of the loan is \$113,751.66. With that said, we anticipate that some portion of this debt service will be allocated to and covered by the Enterprise Fund accounts.

Table 1: Project Debt Service Schedule

Merrill Lane Project Amount

45.3316%

\$ 1,750,000.00

<u>Date</u>	<u>TE Principal</u>	<u>TE Coupon</u>	<u>TE Interest</u>	<u>TE Debt Svc</u>	<u>Ann Net Debt Svc</u>
11/5/2026					
5/1/2027			37,896.39	37,896.39	37,896.39
11/1/2027	136,306.26	3.91%	38,757.67	175,063.93	
5/1/2028			36,092.88	36,092.88	211,156.81
11/1/2028	136,306.26	3.96%	36,092.88	172,399.14	
5/1/2029			33,394.02	33,394.02	205,793.16
11/1/2029	136,306.26	4.03%	33,394.02	169,700.28	
5/1/2030			30,647.45	30,647.45	200,347.72
11/1/2030	136,306.26	4.08%	30,647.45	166,953.70	
5/1/2031			27,866.80	27,866.80	194,820.50
11/1/2031	136,306.26	4.16%	27,866.80	164,173.05	
5/1/2032			25,031.63	25,031.63	189,204.68
11/1/2032	136,306.25	4.26%	25,031.63	161,337.88	
5/1/2033			22,128.30	22,128.30	183,466.19
11/1/2033	136,306.25	4.32%	22,128.30	158,434.56	
5/1/2034			19,184.09	19,184.09	177,618.65
11/1/2034	133,068.28	4.42%	19,184.09	152,252.37	
5/1/2035			16,243.28	16,243.28	168,495.66
11/1/2035	133,068.28	4.50%	16,243.28	149,311.57	
5/1/2036			13,249.24	13,249.24	162,560.81
11/1/2036	133,068.28	4.59%	13,249.24	146,317.53	
5/1/2037			10,195.33	10,195.33	156,512.85
11/1/2037	39,665.14	4.73%	10,195.33	49,860.46	
5/1/2038			9,258.24	9,258.24	59,118.71
11/1/2038	39,665.14	4.88%	9,258.24	48,923.38	
5/1/2039			8,291.40	8,291.40	57,214.78
11/1/2039	39,665.14	5.01%	8,291.40	47,956.54	
5/1/2040			7,298.39	7,298.39	55,254.92
11/1/2040	39,665.14	5.09%	7,298.39	46,963.52	
5/1/2041			6,289.70	6,289.70	53,253.23
11/1/2041	39,665.14	5.16%	6,289.70	45,954.84	
5/1/2042			5,266.14	5,266.14	51,220.98
11/1/2042	39,665.14	5.22%	5,266.14	44,931.28	
5/1/2043			4,231.88	4,231.88	49,163.16
11/1/2043	39,665.14	5.26%	4,231.88	43,897.01	
5/1/2044			3,189.08	3,189.08	47,086.09
11/1/2044	39,665.14	5.32%	3,189.08	42,854.21	
5/1/2045			2,134.58	2,134.58	44,988.79
11/1/2045	39,665.14	5.35%	2,134.58	41,799.72	
5/1/2046			1,072.94	1,072.94	42,872.66
11/1/2046	39,665.14	5.41%	1,072.94	40,738.08	
5/1/2047			0.00	0.00	40,738.08
	1,750,000.00		638,784.81	2,388,784.81	2,388,784.81

FUNDING SOURCES & RETURNS

As we've observed with some of our previous economic development infrastructure projects, we anticipate that there will be several ways we'll be able to generate – and then deploy – revenue from this project.

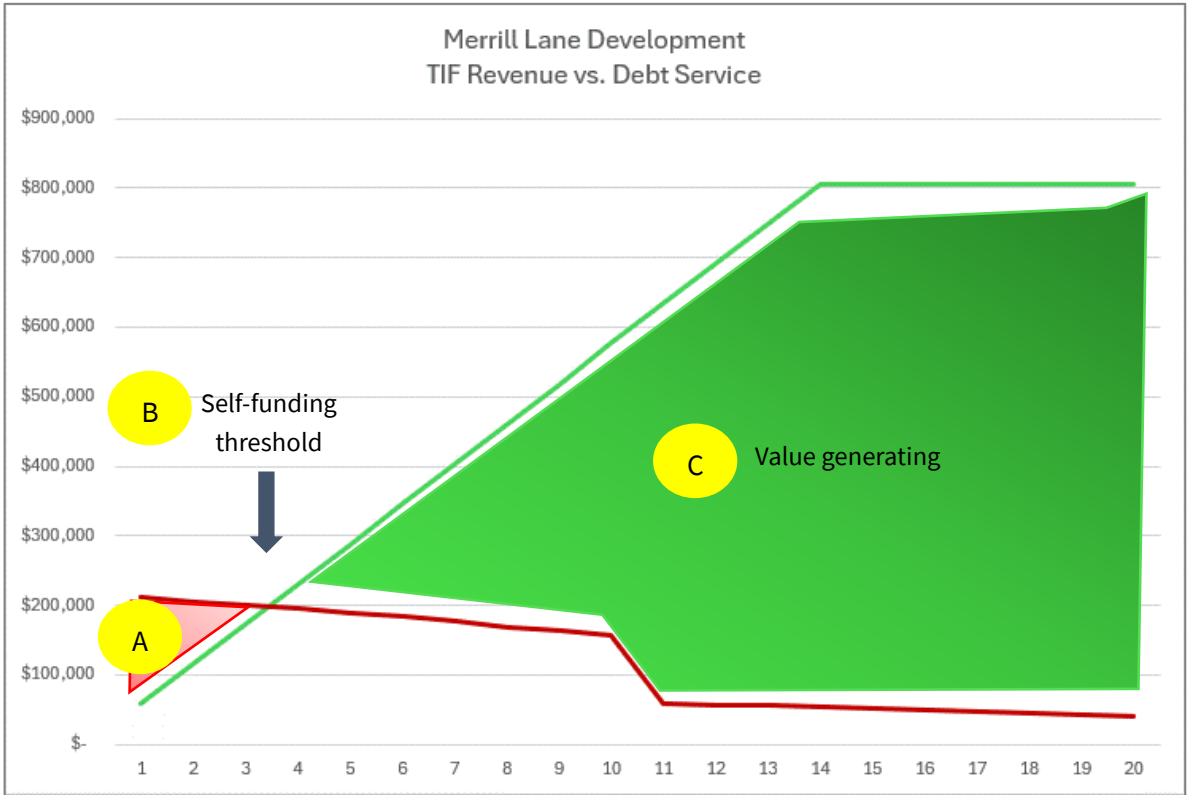
TIF-Sheltered Property Tax. The most basic/obvious revenue source will be from property tax revenue, as parcels within the district are purchased and developed. Our economic development team has succeeded in securing TIF designation for this district, which will help us to capture/shelter/maximize these revenues, and apply them directly toward the development costs and associated debt.

In Table 2 below, the Ellsworth City Tax Assessor has prepared a simple analysis of the property tax revenue potential under a very conservative set of assumptions (40 developed lots):

Table 2: Conservative Property Tax Growth Scenario

Merrill Lane Development TIF-Sheltered Property Tax						
	year	value	tax rt	prop tx	TIF increm	
baseline	0	\$ 3,300,000	0.01745	\$ 57,585	0	
	1	\$ 6,600,000	0.01745	\$ 115,170	\$ 57,585	
	2	\$ 9,900,000	0.01745	\$ 172,755	\$ 115,170	
	3	\$ 13,200,000	0.01745	\$ 230,340	\$ 172,755	
	4	\$ 16,500,000	0.01745	\$ 287,925	\$ 230,340	
	5	\$ 19,800,000	0.01745	\$ 345,510	\$ 287,925	
	6	\$ 23,100,000	0.01745	\$ 403,095	\$ 345,510	
	7	\$ 26,400,000	0.01745	\$ 460,680	\$ 403,095	
	8	\$ 29,700,000	0.01745	\$ 518,265	\$ 460,680	
	9	\$ 33,000,000	0.01745	\$ 575,850	\$ 518,265	
	10	\$ 36,300,000	0.01745	\$ 633,435	\$ 575,850	
	11	\$ 39,600,000	0.01745	\$ 691,020	\$ 633,435	
	12	\$ 42,900,000	0.01745	\$ 748,605	\$ 691,020	
	13	\$ 46,200,000	0.01745	\$ 806,190	\$ 748,605	
	14	\$ 49,500,000	0.01745	\$ 863,775	\$ 806,190	
	15	\$ 49,500,000	0.01745	\$ 863,775	\$ 806,190	
	16	\$ 49,500,000	0.01745	\$ 863,775	\$ 806,190	
	17	\$ 49,500,000	0.01745	\$ 863,775	\$ 806,190	
	18	\$ 49,500,000	0.01745	\$ 863,775	\$ 806,190	
	19	\$ 49,500,000	0.01745	\$ 863,775	\$ 806,190	
	20	\$ 49,500,000	0.01745	\$ 863,775	\$ 806,190	

The following graph, then, overlays these conservative revenue assumptions against the associated debt service schedule. Even with this conservative case (utilizing this one revenue stream alone) it's possible to get a clear sense of: a) the up-front investment period and exposure, b) the self-funding threshold and timeline, and c) the subsequent (accelerating) value creation period and ROI potential.



ADDITIONAL REVENUE

Even beyond this “base case” scenario, we will look to examine a series of additional, incremental sources for revenue and project funding which could effectively minimize and/or shorten the up-front investment exposure, accelerate the self-funding date, raise the value creation curve, or some combination of all of the above. These would including things such as:

- Beckwith Hill TIF – utilization of Beckwith Hill TIF revenues to cover a significant portion of the Bond debt service, particularly in the early years.
- Water/Sewer Fees – revenues related to onboarding of new water/sewer customers.
- Impact Fees – adoption of a simple impact fee model to accelerate cost recovery and project break-even.

From a finance perspective, our goal will be to examine these scenarios and deploy these levers to fund this project – particularly the initial investment period – in such a way as to have the least amount of adverse impact on the general taxpayer.

LONGER TERM PERSPECTIVE

As highlighted in the most recent Capital Improvement Plan (CIP), the City is currently wrestling with a \$20M+, unfunded liability with respect to necessary infrastructure improvements. These are not optional or discretionary “nice-to-have” projects. This is core infrastructure. As so it’s clear we need to understand how we can put ourselves in a position to undertake these necessary repairs.

For reference, the annual debt service payment on a \$20M loan (amortized over 20 years at a 4.5% interest rate) is approximately \$1.5M.

With this, one begins to recognize the strategic and financial importance of this project, not only in developing the eastern border of the City, but in being able to afford the necessary infrastructure maintenance for the City as a whole.

MEMORANDUM



CITY OF ELLSWORTH | CITY MANAGER'S OFFICE

TO: Ellsworth City Council and the Ellsworth Community

FROM: Charlie Pearce, City Manager

DATE: October 2, 2026

MEMO: Ellsworth Courthouse Relocation Project Narrative and Future Public Policy Considerations



Architect's rendering of the new Hancock County Judicial Center.

The Difficult Public Responsibilities of a Growing Regional Service Center

Ellsworth's courthouse relocation partnership and the balance between new investment and existing obligations

In 2024, the City of Ellsworth faced a public policy problem: the State Judiciary had purchased land in a neighborhood zone for a \$55 million courthouse, a civic investment that would shape the city for generations. Residents and city officials questioned whether the location was appropriate for their neighborhood and consistent with the city's future. The City had to decide whether to accept the proposal, attempt to stop it, or work with the State to create an alternative.

Ultimately, the City Council chose to partner with the State to relocate the courthouse to Ellsworth's Urban Core through an innovative land swap and road building initiative. That decision connected a major civic investment to the City's broader goals for housing, infrastructure and economic growth. The road would provide modern courthouse access while extending water, sewer and other utilities toward more than 100 acres of largely undeveloped land in the last unbuilt quadrant of the city's urban core. It would also provide direct access to an approximately 87-mile scenic rail trail with ATV, hiking and biking opportunities, situated just 20 miles away from Acadia National Park, and within walking distance of the recently nationally designated nationally historic Ellsworth downtown. It offered a practical opportunity to carry out the recently adopted Comprehensive Plan's

direction for growth near existing services. This narrative explains why Council chose that course, the extraordinary work City staff and public and private partners undertook to execute it, and the difficult choices facing the next Council about how much further to invest, if at all.

History of the courthouse in Ellsworth and its community contributions

Ellsworth's role as a county seat grew alongside its role as a place of business. People came here to conduct public affairs, trade, find services and make a living. The courthouse belonged to that pattern. Its contribution was practical as well as civic: a regional institution brought people into a community whose businesses and public systems served a much larger area.

The first chapter was across the Union River from where the current courthouse sits. Work on those civic buildings at the top of Bridge Hill began in 1834 as county government moved from Castine, Maine to Ellsworth, the buildings became the courthouse and city hall. These building are now the Courthouse Art Gallery. An example of how a public building could change its use while continuing to contribute to the city around it. That has been part of Ellsworth's story from the beginning.



The former courthouse and registry on Bridge Hill. The buildings served county government before its move across the Union River in the 1880s.

The move to State Street and the fire of 1930

The next courthouse stood on State Street, across the river from Bridge Hill and close to where more new downtown commerce was developing. The courthouse and county jail complex was built in the mid-1880s. A growing county seat in Ellsworth needed more space, and another generation made a substantial investment in the institutions that supported it.

In 1930, fire destroyed the courthouse. The loss forced an urgent decision about civic infrastructure whose consequences would last far longer than the emergency. The current relocation effort, again brought before the community on a compressed timetable, is therefore not the first occasion on which Ellsworth has had to respond quickly to a change in the public buildings it would live with for close to a century.

The Bangor Daily News
BANGOR, MAINE, SATURDAY MORNING, MARCH 15, 1930 PRICE THREE CENTS

Destroys Hancock County Court House

Five Men Killed When Collapsing Cupola Hurls Four Men to Base

Japan Agreement Nearly Complete
By News That Negotiated a Step Nearer and That Appears Necessary. Deadlock Still Holds.

Welfare Workers Express Views On Prohibition
Ask That Dry Law Be Kept Unchanged or Strengthened.

Fine Old Building Goes Up in Smoke

County Officials Estimate the Loss Will Be \$300,000
Will Cost \$500,000 to Replace Contents—Law Library Valued at \$100,000—Total Loss—City Water Supply as Result of Continuous Pumping of Department Engine

Mayor Walker And Communist Leaders Meet
Engage in Lively Exchange of "Jokes" on the "Red" Thursday Events.

Strong No Carrying Shotguns to Obedience Threatened

Smiles For Breakfast
One man can support four children, but it's a devil of a job to get four children to support the old man.
A politician was called up at his office recently and notified that his wife had presented him with triplets. He was silent for a moment, and then boomed forth: "I demand a recount!"
Willie: "A little boy fell down today and some of the kids laughed."
Mother: "Well, I hope you weren't one of the unkind children who laughed."
Willie: "Ye-ah, I was the little boy who fell down."

Important Part of Planet Discovery

ELLSWORTH
Two men met battling a fire year-old red brick courthouse with \$300,000.
Five firemen, however, were on the scene of the old building's collapse. The structure, to the basement, George F. Felt were able to get out, the left Peavey on his left. Peavey died. Porter and Felt were killed.

HANCOCK COUNTY COURT-HOUSE BEFORE THE FIRE, SHOWING TOWER WHICH FELL WITH FATALITIES.

Contemporary newspaper coverage of the 1930 courthouse fire. This was a separate event from the downtown fire of 1933.

A courthouse for the next century

The county rebuilt on the State Street site. The replacement courthouse, dating to the early 1930s, carried forward parts of the earlier structure and served for nearly another century. It became familiar enough that it could seem permanent. Its walls, however, were built for a different era of court operations.



The rebuilt Hancock County Courthouse on State Street from a historical postcard.

The people who made those earlier decisions could not know the world in which we would use their buildings. They provided what their communities needed and left later generations to maintain, adapt or replace it. Today's decisions regarding the courthouse belong to that same continuing responsibility.

The opportunity to replace an inadequate courthouse

The need for a new facility was well established before the dispute over its location. The existing courthouse struggled to meet modern expectations for accessibility, security, private consultation and the safe movement of jurors, families, staff and people in custody. In fact, the Hancock County Judicial Center was considered the State's highest-priority courthouse replacement in Maine. Keeping the old arrangement indefinitely was not a satisfactory answer.

Fortunately, Ellsworth's own Senator Nicole Grohoski presented LD 2090 and helped secure its passage, An Act to Modernize and Consolidate Certain Court Facilities. The legislation authorized additional courthouse financing for Hancock and other counties. Her work helped make a long-recognized local need a funded opportunity. The approximately \$55 million Hancock Judicial Center would be relocating to a new and modern building for the next century.



The Waldo Judicial Center in Belfast which has a similarly modern courthouse layout and is in that city's urban core.

Community opposition changed the question

In fall of 2023, State Judiciary officials met with the city management and planning staff at the time who confirmed that an area they were thinking of purchasing in a neighborhood zone would be allowed because of their exemption status as a public institution. Unfortunately, that confirmation did not become a community or Council discussion about the merits of the location before the State purchased the parcel in March 2024. A permissible use and a desirable long-term location were treated as the same question. They were not.

When the purchase and proposal became public, opposition was substantial. Residents organized, contacted State leaders and asked the City to intervene. Hundreds attended the April 30, 2024 meeting with Chief Justice Valerie Stanfill and the Judiciary. Their concerns included traffic, parking, safety and the possibility that a regional institution would bring commercial pressure into a residential area.

FEATURED

Courthouse hearing draws overflow crowd

By Jennifer Osborn May 1, 2024

NEWS

2 of 2



Local residents fill the Hancock County Superior Courtroom Tuesday to speak out against plans to build a Hancock Judicial Center at 120 Surry Road.
ELLSWORTH AMERICAN PHOTO BY JENNIFER OSBORN

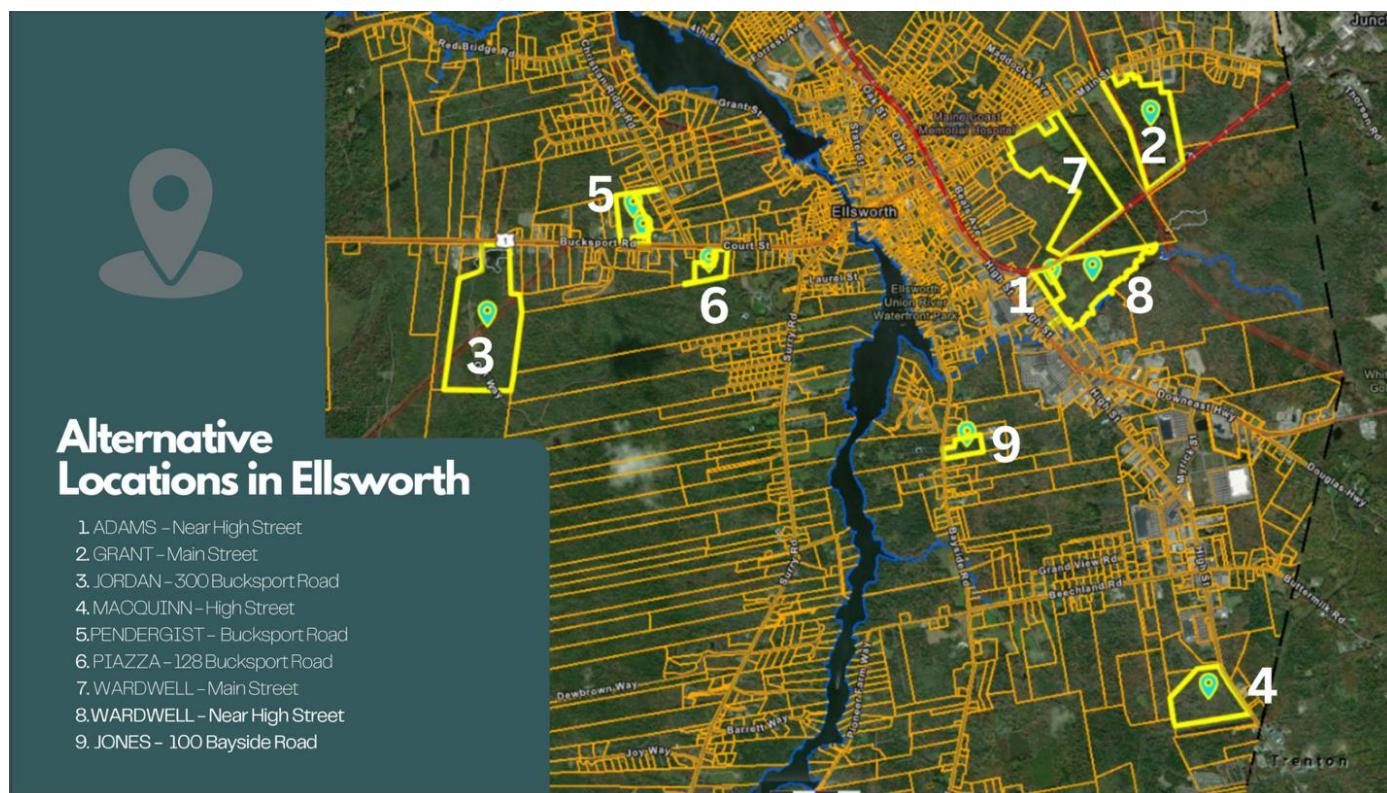
Public turnout during the debate over the Surry Road location as reported in the Ellsworth American.

Finding an alternative that could work

The City Manager's initial view was that some objections reflected a familiar resistance to nearby development, and that the City should respect rules on which a purchaser had relied. Listening to residents and Council changed the assessment. A councilor who had previously served as City Manager explained why the area had been designated a neighborhood zone in the first place. The concern extended beyond proximity to individual homes to the way Ellsworth intended to grow.

Based on the community response and discussion about the significance of the issue on future generations, the city council directed the city manager to begin general outreach to the Judiciary and report back as to their willingness to consider alternatives. To its credit, the Judiciary remained willing to reconsider, although it had already spent years searching and had acquired land. But a new option had to meet the State's requirements and connect local property owners in a land exchange.

The City thus reported back to the council and community at large and sought alternative-site submissions from local landowners and the real estate community. Public workshops on July 30 and September 26, 2024, followed by an October Council presentation and a November workshop, brought the choices and their difficulties before residents. Staff examined access, utilities, environmental constraints, cost and suitability with the Judiciary. This was a sequenced public process, undertaken while the time to influence the location was narrowing.



Alternative locations around Ellsworth's urban core considered during the public search.

Why the Wardwell land was compelling

Upon public review of the nine proposals, the community and council aligned on the Wardwell property being the preferred alternative for relocation and a much more suitable area for a courthouse. It placed a major public institution near existing commerce and opened a route into one of the Urban Core's last large undeveloped areas. A single substantial landholding offered the possibility of coordinated development, close to High Street, Main Street, the hospital and the rail trail.

The surrounding area had the potential to accommodate homes and other development on public water and sewer, rather than extending the same pattern of scattered rural construction. Roads and utilities could serve more than the immediate public building. Local business owner Leslie Harlow's description of a future "Eastside Ellsworth" captured the broader possibility staff, Council, and the community were beginning to consider.



The Wardwell property in light blue outline and surrounding Urban Core. The illustrated acreage represents a planning opportunity; environmental constraints and future approvals will determine usable development area.

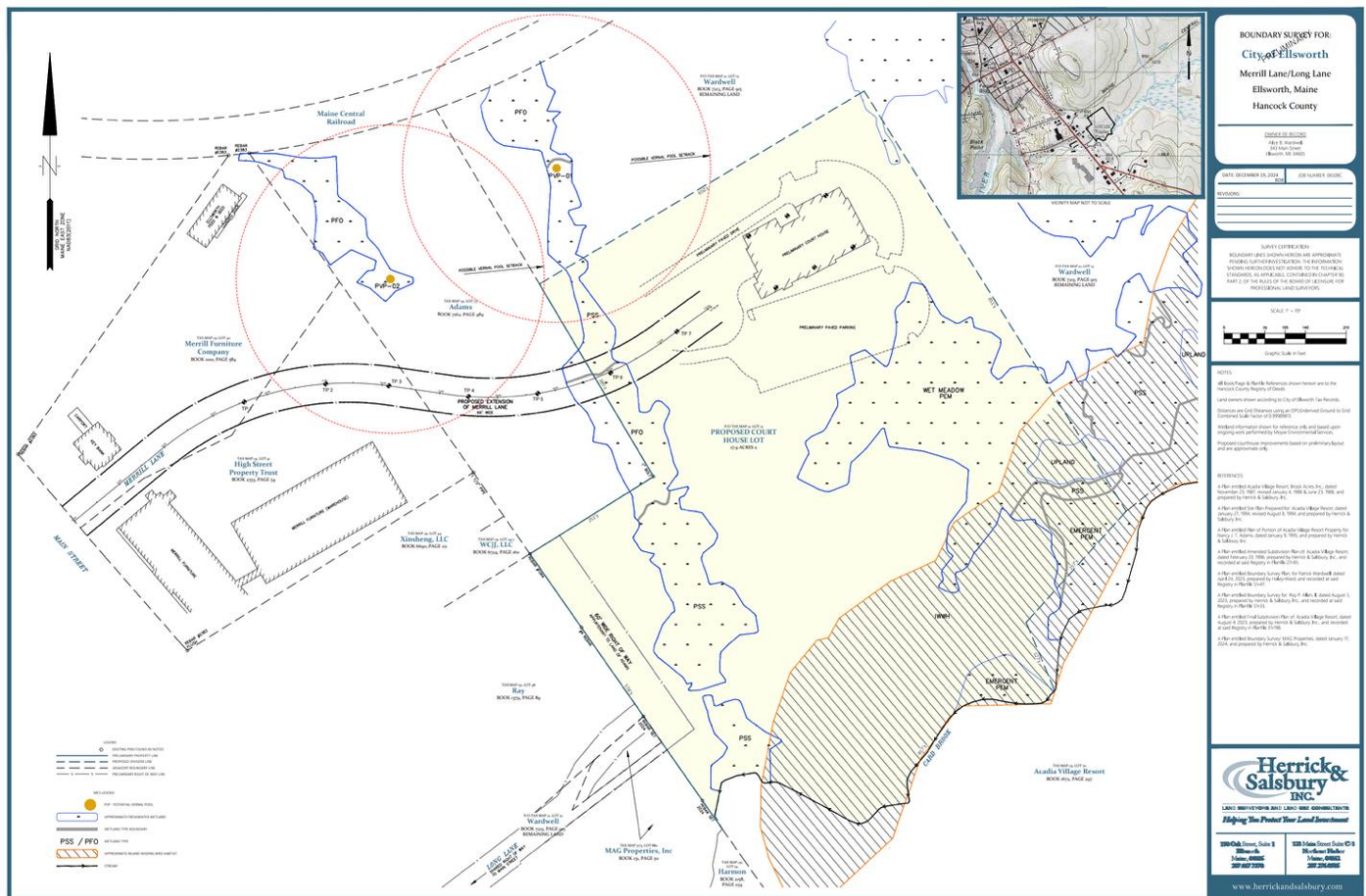
Its significance was its relationship to the existing city. Making the connections safe and useful would still require decisions about street design, pedestrian access, utilities and future development.

Putting the adopted plans into practice

The 2024 Comprehensive Plan urged sustainable growth that protects rural and natural areas. It also called for public systems that could support growth in the Urban Core. Under Principle 5, the plan states that the City will:

“expand water and sewer infrastructure to better support growth in the City’s Urban Core.”

The Business Attraction Plan identified housing and other barriers to recruiting workers, along with a shortage of prepared development sites. The relocation offered a practical response: infrastructure serving a courthouse could also make future homes and business activity possible in a location the City’s plans favored.



Boundary survey and preliminary courthouse site information. Current approved engineering and stormwater plans are included in the project binder.

The Council choice

By January 2025, Council faced three approaches. It could consider a courthouse moratorium, with questions about authority, fairness and the effect on an urgently needed State project. It could allow the Surry Road proposal to proceed under existing rules with corresponding extensive community antagonism to the project in perpetuity. Or it could pursue a land exchange and accept municipal responsibility for a new access road and utilities and increased costs and future maintenance obligations.

The approaching bond and project timetable for the judiciary made delay consequential. As staff explained at the time, the opportunity for a City role in the location was quickly closing. Failure to reach an alternative could leave the State proceeding at Surry Road or place the replacement project itself at risk for another generation. The choice could not be postponed indefinitely while every uncertainty was resolved.



Approach to the future courthouse site during construction off the Merrill Lane traffic light.

Relocation offered a better planning fit and future development potential. It also required borrowing, land and legal work, staff capacity and a lasting maintenance obligation. Those burdens would arrive before any housing buildout or new tax revenue. Council had to decide whether that prospective public benefit justified accepting the responsibility.

On January 7, 2025, Council voted 6–1 to proceed. The direction initiated a series of actions included purchasing or accepting road land from three owners, associated road design, surveying, and engineering needs, and the pursuit of bond anticipation note funding to build a road to a site that the community preferred and the Judiciary was willing to pivot towards. The vote established a course of action; it did not remove the obstacles to carrying it out.

Building the partnership and securing access

The working principle was straightforward. Improvements the Judiciary would have needed at Surry Road, including intersection upgrades, would remain a State cost responsibility at Merrill Lane. The access road required specifically by the alternative location would be the City's responsibility. Collaboration and developer agreements translated that understanding into obligations, guarantees and deadlines, later adjusted as the road and courthouse advanced on parallel schedules.

A continuous route had to cross three properties. The Wardwell, Adams and Merrill arrangements involved different ownership interests, existing uses and future development possibilities. Some land was donated; other interests were acquired at assessed values through negotiation. The Merrill arrangements also required attention to leaseholder rights. L.L.Bean and KeyBank worked with the landowners and the City on changes to existing access and easements.



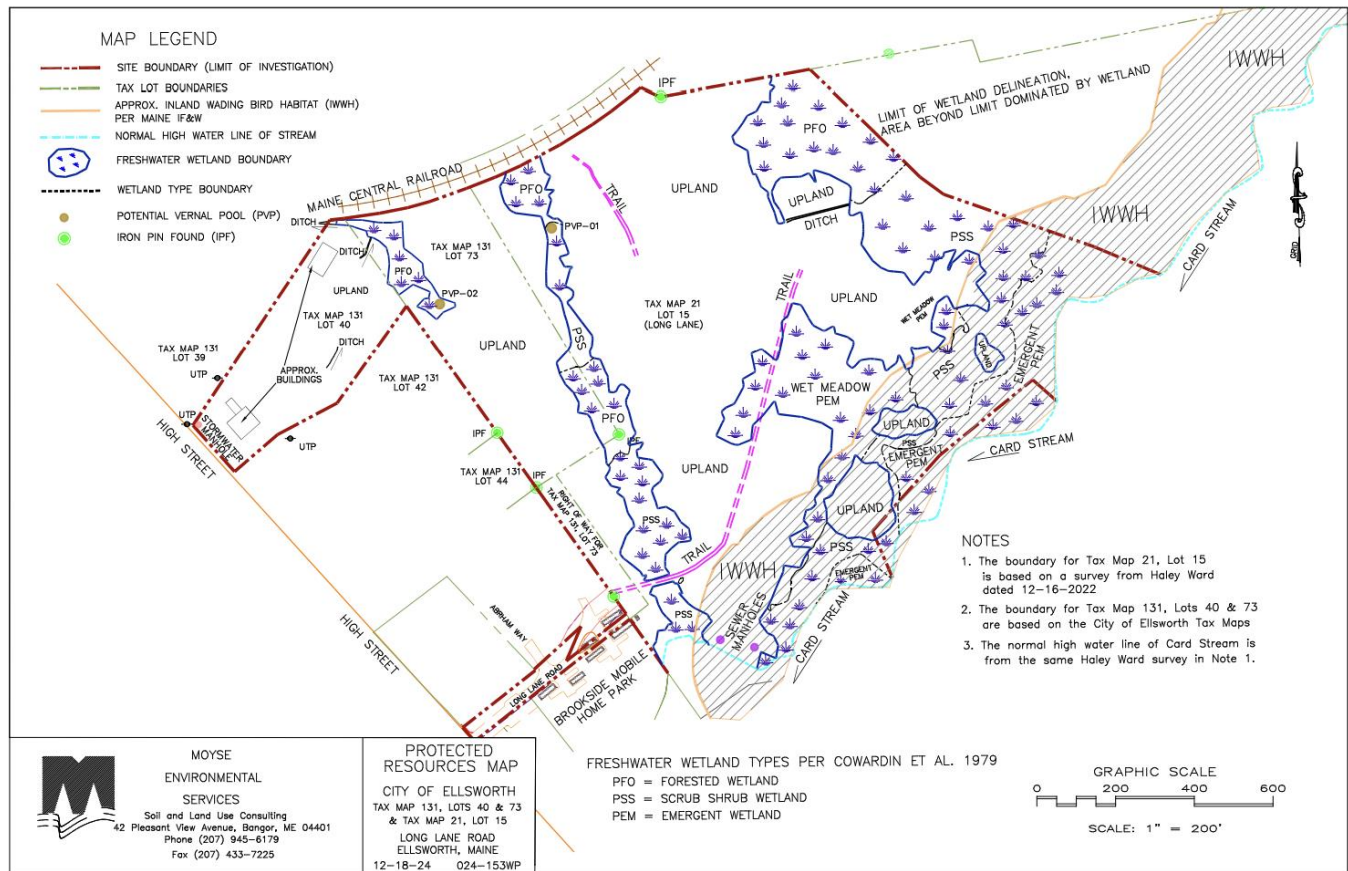
Merrill Furniture in an earlier view. The extension enters a landscape of established businesses, leases and property rights, all of which had to be addressed.

The resulting land exchange involved a 17.9-acre courthouse parcel. An agreement announced in April 2025 set out the relocation, subject to the further work needed to close the transactions and deliver access. No single signature could complete the project. Every property right had to fit the engineering, every agreement had to fit the State's schedule, and the City had to protect its own future responsibilities.

Working through environmental and legal constraints

Early mapping identified two possible vernal pools creating potential for substantial financial environmental mitigation and construction delays. That raised immediate questions about the road alignment and the development opportunity around it. Staff could not assume that a promising map meant a buildable site. The areas had to be investigated before the City and landowners could rely on a design.

At the City's May 2025 meeting, staff provided detailed reports on the two suspected areas, which were eventually determined not to be vernal pools after a two stage testing process. Wetlands, drainage and stormwater nevertheless remained consequential design and permitting issues. Environmental review helped establish what the project could responsibly accomplish, rather than simply confirm what the City hoped to build.



Protected resources map prepared by Moyse Environmental Services. Mapped wetlands and potential vernal pools informed the environmental review; field findings and current approvals govern the project.

Andrew McCullough and Steve Salsbury brought local engineering and surveying knowledge to the effort, alongside Herrick & Salsbury, Kleinfelder and the environmental team. Alison King of Acadia Law Group and Tim Pease of Rudman Winchell worked through the corresponding property rights and agreements. Land transfers and Maine Department of Environmental Protection approvals were announced in October 2025. The technical and legal work had to move together while the construction window remained open.

Delivering the work with the City team

During the course of the project, the City considered at a council meeting an approximately \$300,000 proposal for a clerk of the works to oversee the hybrid public/private construction effort underway. Staff ultimately chose to manage the project internally, with Deputy City Manager Sara Devlin coordinating and a small group of local experts working alongside the municipal team, with a much smaller consultant engagement with the engineering firm Kleinfelder to help oversee cost calculations/record keeping and ensure requests for private construction proposals and bids were comprehensive and cost-competitive against internal options with Public Works. That avoided a substantial outside expense, but it also transferred a substantial workload to City staff. We also resolved construction access in a way that avoided a second road from Long Lane, which was originally anticipated.



Road construction toward High Street. Public Works built a serviceable gravel road with culverts and drainage within the planned 66-foot right of way, providing construction access and a foundation for the permanent road.

Public Works Director Mike Harris, Highway Superintendent Brian Moon, Highway Foreman Nate Hardwick, Public Works Administrator Amanda Ray and the Highway/Water/Wastewater crews contributed the practical knowledge of people who build and maintain roads and utilities here. They delivered considerably more than a temporary construction track. Their work reduced the scope remaining for a private contractor, while courthouse construction continued and the City's ordinary workload remained.

Another narrow window came before MaineDOT repaved High Street. Highway, Water and Wastewater personnel worked over four nights to install utility stubs, including all-night work, avoiding the need to reopen the new pavement and the associated financial penalty. Temporary electrical service and generator arrangements also had to be coordinated. The project advanced because people kept solving the next practical problem.

The work that made construction possible

Behind the road was a continuing sequence of Council meetings, workshops and authorizations: land and easement agreements, engineering and surveying proposals, letters of credit, road pre-acceptance and procurement. Clerks prepared public notices, agendas, packets and records. Finance, assessing, planning and other departments helped keep the decisions consistent with the agreements and construction timetable.

Regular coordination with the Judiciary and many internal meetings connected that public process to the work on the ground. The City Manager's retrospective estimate is that the effort involved more than a hundred internal and intergovernmental meetings and likely thousands of administrative staff hours.

Public Works tracked labor, materials and equipment, and the City recorded land, design, surveying and other expenditures. The separate cost-to-date memo supplies the financial detail. Future projects should also record administrative time from the beginning, so Council can understand the full cost and the work deferred elsewhere.

This is an important lesson from the partnership. Internal delivery can make a project possible and avoid an outside contract, but staff capacity is still a public resource. The willingness of people to work extra hours deserves recognition. It should also inform realistic decisions about how much the same organization can undertake next.

The State's willingness to reconsider, private owners' willingness to negotiate, and local professionals' willingness to act as extensions of the City team were all necessary. This particular result depended on this particular partnership. It would have been difficult to reproduce through a conventional construction contract alone.

Where the project stands and what remains

The groundwork for both the road and courthouse is now in place. The State held its ceremonial groundbreaking in July 2026 and anticipates courthouse occupancy in the spring of 2028. The road is scheduled for completion in 2027 under the City's current project timetable. These are related projects with separate obligations; their schedules must continue to be coordinated.

Tonight's procurement decision to finalize road construction through a private firm concerns completion of the permanent road and utilities while maintaining construction access. MaineDOT-required intersection improvements, funded by the State at a little over \$400,000, still require final design and additional easement negotiations. Their implementation may require contractor change orders. The City must also obtain an estimate from Andrew McCullough for inspection and certification of work to municipal standards, followed by testing and final road acceptance.

The city's legislators have advanced a bill to provide reimbursement of up to \$750,000 for this project, which is intended to be discussed again in the next legislative session though there are signs that may prove difficult to ensure passage. Additional legislative ideas include asking that any surplus bond proceeds for the three courthouses to be built in Maine be used to reimburse the City for its road costs. The City Manager also recently reached out to Hancock County to see if they would consider bearing some of this cost for the judicial center; that request was tabled for future consideration.



Card Brook and the courthouse landscape, looking south toward the mountains of Mount Desert Island. The landscape is part of the opportunity and part of the responsibility for future design.

When it opens, the courthouse will bring regional public service to a location beside the Down East Sunrise Trail. Further connections could put that civic investment within reach of new homes, existing commerce and downtown. Construction completion will be a significant milestone. The surrounding neighborhood remains a policy choice for future consideration.

The opportunity behind the courthouse

Ellsworth continues to function as a commercial and residential center for Downeast Maine. Growth in new hotels, shopping, restaurants and housing reflects that role. The City's 2023 Business Attraction Plan reported \$565 million in taxable retail sales in 2022, more than 60 percent above 2012 and 28 percent above 2019. Those are nominal sales figures, not an inflation-adjusted measure of growth, but they illustrate the scale of the city's regional commerce. But sales tax revenue generated by that retail growth is collected by the State rather than retained directly by the City to reduce property tax reliance.

And success brings financial and infrastructure pressure on public services as well as opportunity for the community. Employers need people who can find homes near their jobs. Older residents need options that allow them to remain here. Young households need a beginning they can afford. Existing homeowners can experience rising costs without a corresponding rise in income. Higher property values and a growing visitor economy do not, by themselves, answer those needs.

A recent analysis of short-term rentals in the city found growth from a few hundred to potentially a thousand listings over the past 5–10 years. Listings include different types of accommodation and some homes occupied by their owners for part of the year. New housing is being built (50 units a year and 12 homes announced just last week), and local builders deserve credit and support for all they are already doing to service the housing need. The policy question is whether that construction produces enough year-round homes and apartments, in the types and

price ranges needed by the local workforce, to change the market people actually face. New access on the Wardwell land could support that effort at a scale difficult to achieve through scattered individual projects.

Public water, sewer and road access can reduce barriers to building. They cannot ensure that the resulting homes will be affordable. The City would need willing landowners and developers, a workable financing structure through Credit Enhancement Agreements, Workforce Housing Infrastructure agreements potentially funded through the recently passed bipartisan federal housing bill, and enforceable terms wherever public assistance is offered. The opportunity is substantial precisely because it allows those questions to be considered together, before the area is built out.

Three approaches to the next phase

The next Council will face choices similar in character to the courthouse decision. It can concentrate on existing obligations, shape a targeted housing initiative, or pursue a broader set of connections and public investments. These approaches can be combined or phased, but their demands should be compared before staff are asked to advance all of them.

Concentrate on existing systems

Complete the road, maintain existing assets and improve municipal operations, while allowing private development to proceed under the City's ordinances. This approach preserves staff capacity and limits additional municipal exposure. It also leaves the timing, price and pattern of housing largely to private decisions, which may not produce the workforce housing the City needs.

Pursue targeted housing partnerships

Work with owners and developers to bring year-round housing to the newly accessible land. Consider a public solicitation, credit enhancement agreements, affordable housing tax increment financing and carefully scoped additional infrastructure. Any assistance should be tied to defined housing outcomes, an affordability period and protections for the public investment. This approach requires negotiation, administration and potentially more municipal funding.

Pursue a broader set of connections

Continue the High Street, Historic Downtown, Marina, and Bridge Hill planning efforts, including trail access, safer crossings, downtown connections and public spaces. These projects have the potential for substantial grant matches (9 to 1 in some cases) from the State and federal governments. Coordinated investment could make housing and commerce easier to reach and strengthen the city over time. It would also require more staff, financing, property rights and long-term care than the courthouse road alone, and further strain city staff resources to a degree which is unsustainable.

The City should evaluate these approaches against the same questions: who benefits, what the City pays, what can be maintained, how much staff time is required, and what other work must wait. A growing tax base is a potential benefit. Its net value depends on the pace of construction, the terms of any incentives and the cost of serving new development.

Connecting Eastside Ellsworth to the existing city

A neighborhood becomes useful through its connections. A home near High Street is not necessarily a home from which someone can safely walk to work, the trail or downtown. The concepts developed through the High Street planning effort address that gap. They would require further engineering, property rights, funding and public decisions before construction.

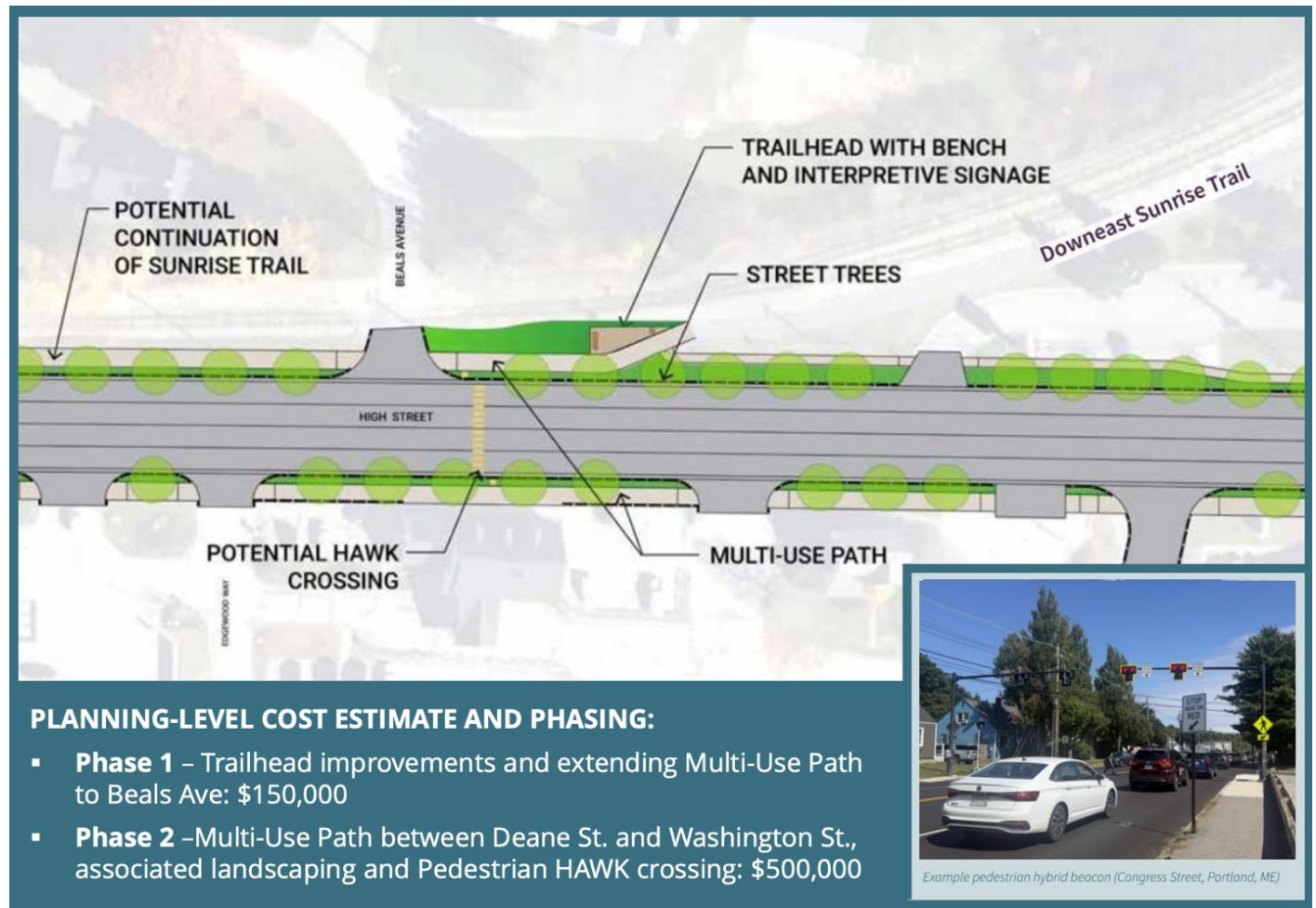


Conceptual view of Merrill Lane and High Street improvements. This illustration shows a possible future condition; the construction scope and final design require separate approval.

The courthouse road provides a beginning. The larger question is whether the City wants to turn that beginning into a connected area where people can meet daily needs with fewer difficult crossings and shorter trips. The answer should come from residents and Council, supported by a clear account of the cost of each connection.

The High Street opportunity

The federally funded Thriving Communities Program has supplied planning, technical assistance and capacity support. It can help communities prepare projects and pursue other funding; participation does not itself constitute a construction grant. The City's High Street work must therefore be evaluated as a proposal with further decisions ahead, rather than as a funded promise.



High Street concepts for a trailhead, crossing and shared path. Any amounts printed in the supplied illustration are preliminary planning figures, not approved construction budgets.

Trail access and safer movement through the commercial district could benefit existing residents as well as future development. The case for proceeding should identify those benefits, the work needed to obtain them, and the cost of looking after the facilities once built.

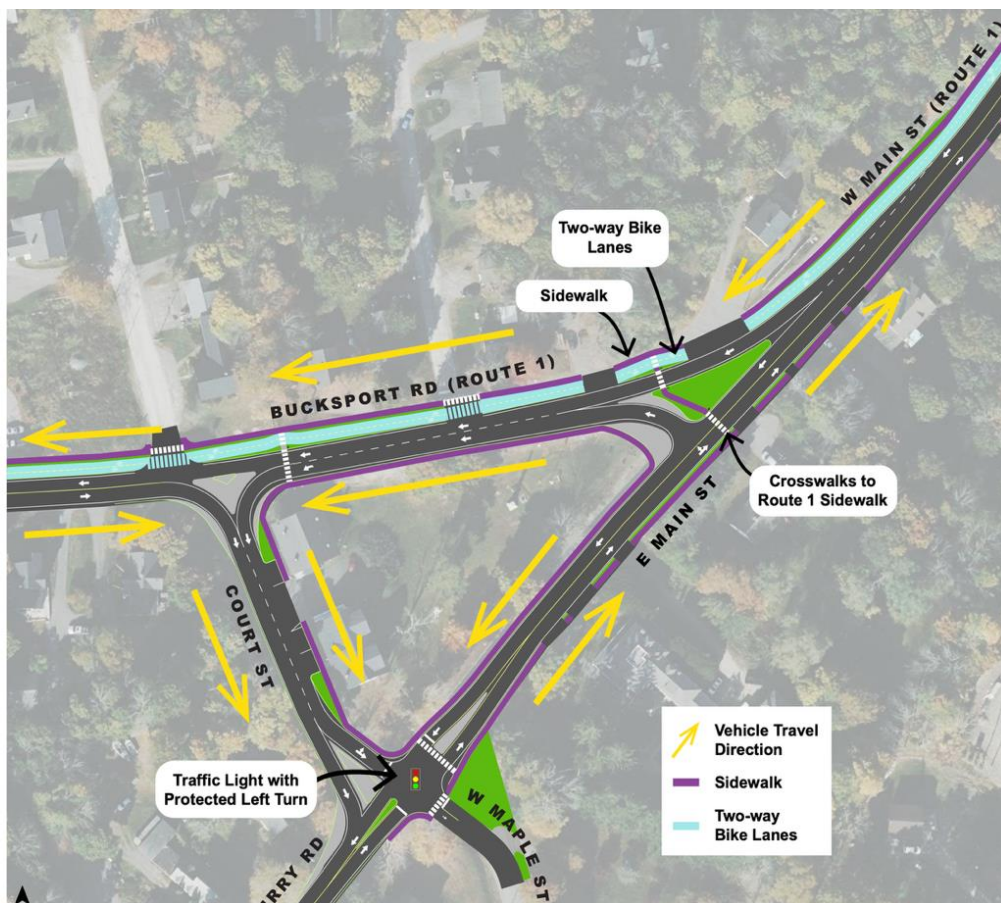
Bridge Hill and the downtown connections

The Village Partnership Initiative offers a separate setting for considering Bridge Hill and historic downtown improvements. Its relationship to the courthouse is geographic and strategic; it is not part of tonight's road contract. Each proposal must have its own scope, funding assumptions and public approval.

BUCKSPORT ROAD / MAIN STREET

Preliminary Design

- Create circular flow of traffic around court house
- Redirect eastbound Rte 1 traffic down Court St
- Add a traffic light to Court St / Main St intersection
- Add sidewalk and two-way bike lane to north side of Bucksport Rd and Main St



Preliminary Bridge Hill concept for traffic and pedestrian improvements. Further engineering, funding and approvals would be required.

Together, these concepts ask whether Ellsworth wants to connect a new eastern potential neighborhood to the civic and commercial places that have sustained it for generations. Outside assistance may make that more attainable. It cannot eliminate municipal matching costs, staffing needs or maintenance obligations. The City should test actual funding terms when available, rather than build its decision around a presumed grant ratio. It should also decide if these are even worth pursuing. The Bridge Hill intersection upgrade would have significant complications and expenses and may not be feasible. A proposal like this could be pared down to just sidewalk improvements on the side of Main Street which is currently inaccessible to downtown by pedestrians.

Public spaces and the capacity to care for them

Connections along Card Brook and the Union River could offer recreation, access and a closer relationship to the landscape around which Ellsworth developed. They also add assets that somebody must inspect, repair, clear and maintain.

PEDESTRIAN RAMP TO RIVERWALK

Preliminary Design

- Add pedestrian ramps from the sidewalks on both sides of the Union River bridge down to the waterfront
- Adding a more direct Riverwalk to Main St connection would encourage use of existing Riverwalk and potential Riverwalk extension to Harbor Park



Conceptual riverwalk access near the Union River bridge. This is a planning illustration of a separate potential project, not completed work or an authorized extension of the courthouse contract.

Public Works, Highway and Parks and Recreation already have substantial obligations. If the City chooses to add paths, parks and other facilities, it should decide at the same time how they will be cared for. A capital grant can help build an asset. A municipal staffing and operating plan must sustain it.

A recommendation for the next Council

I recommend that the next Council explicitly authorize a defined next phase of work on Eastside Ellsworth housing opportunities, with a work plan and policy direction with scheduled public reports. Continuing that work would allow the City to determine what is feasible while preserving an opportunity created through considerable effort. It would not commit the City to constructing every concept in this binder. From my perspective, Eastside Ellsworth is a feasible opportunity to give further resources to. The Thriving Communities and Village Partnership initiatives, including High Street and Bridge Hill, should be paused temporarily (or pared back significantly for from staff time investments) while the City focuses on housing and completes its current capital improvement planning and financial reconciliation work. The Council should revisit those broader initiatives when staffing capacity and financial conditions improve and the work is better organized.

Before proposing a further major investment, staff should bring forward its expected housing and access outcomes, environmental and utility constraints, full municipal costs and realistic sources of funding. The account should include administrative time, debt and matching requirements, ongoing maintenance, and the projects or services that would be delayed. A proposal should also explain how any public subsidy benefits residents and how that benefit will be secured.

The City should continue seeking an appropriate contribution from State and county stakeholders, including the request for up to \$750,000 in State road assistance and the county request that has been tabled. The courthouse serves a regional population. Even so, earlier reluctance to contribute must inform our financial planning. Uncommitted assistance should not be treated as available revenue.

Additional developer contributions, connection charges or impact fees also deserve examination where appropriate. Their design should account for authority, fairness, development feasibility and the City's actual costs. The objective is to share infrastructure burdens sensibly while making the desired housing possible.

For the larger initiatives, workshops alone may not provide a sufficient community mandate. As plans and financing become concrete, I recommend extensive public engagement and consideration of a referendum at the November 2028 presidential election on all or some of these projects if the council decides to move forward with planning for them. Council and counsel would need to determine the question, legal form and timing. Voters should be able to weigh a specific project and municipal commitment, rather than an attractive concept without its full costs.

If Council or the community chooses to pause or end these initiatives, that direction should be equally explicit. Staff can then concentrate on maintaining existing systems and improving operations. Letting proposals remain indefinitely active without a decision consumes capacity and risks leaving another binder of work that never becomes a public benefit.

The responsibility that accompanies the opportunity

The City must make these choices while school, public safety, public works, infrastructure, and general government costs are placing increasing pressure on taxes. Existing roads, buildings and utilities need sustained attention. New investment should be assessed alongside those needs, rather than justified solely by the growth we hope it will produce.

The courthouse effort showed what a capable team and willing partners can accomplish. It also showed how much an ambitious project asks of that team. Future generational investments need a staffing model that reflects their demands, especially in Public Works, Highway and Parks and Recreation for maintenance. If we build more than we can care for, the next generation inherits the same deferred maintenance we are trying to address.

There is good reason to take the opportunities seriously. Ellsworth has regional commerce growth and importance, a growing residential role, a major State institution under construction and substantial buildable land near existing services. A careful next phase could turn those assets into more homes and better connections. There is also good reason to insist on limits, sequencing and evidence. The responsibility of Council is to choose the work the City can carry through, and to explain that choice to the people who pay for it.

The people who made this phase possible

Alice and Pat Wardwell, Bob Merrill and Troy Adams helped make the land and access possible. L.L.Bean and KeyBank worked through existing easements. Within the City, Sara Devlin, Amanda Ray, Mike Harris, Nate Hardwick, Brian Moon, the Highway crew and Water and Wastewater personnel put exceptional attention and labor into the project. Finance, assessing, planning, communications, clerks and other staff supported the decisions that allowed the physical work to proceed.

Andrew McCullough, Steve Salsbury and Herrick & Salsbury provided essential local engineering and surveying judgment. Kleinfelder and environmental partners helped establish what could be built responsibly. Ron Fortier supplied electrical guidance. Alison King of Acadia Law Group and other counsel made the agreements workable. Senator Nicole Grohoski, Representative Russell White, Chief Justice Valerie Stanfill and the Judiciary's team contributed to the funding, reconsideration and coordination on which the result depended. Their work deserves a place in the record.

The Ellsworth we leave behind

Our part in this story is brief compared with the life of a courthouse. A century from now, another generation may be deciding whether this building still meets its needs. We cannot know what work, travel or public service will look like then. We can leave a sound beginning: public systems maintained with care, room for a changing community, and a record of why we made the choices we did.

The people who built Ellsworth before us did not possess a clear view of our world either. They built roads, schools and civic buildings for the lives they knew, and for lives that would follow. Some decisions lasted. Others had to be repaired or reconsidered. We honor that inheritance by doing our own work thoughtfully.

Ellsworth's future is bright. Its shape will depend in part on decisions made in rooms like this one, around this Council table. We hope our children and grandchildren can make a home here, find useful work and enjoy the place that has supported so many before them. Our responsibility is to give them choices worth having.

The first City appropriations in 1869 offer a familiar reminder. Roads and sidewalks received \$5,300 of a \$22,950 budget, about 23 percent. The city has changed enormously; the need to connect people, care for public systems and decide what can be afforded remains. Tonight we choose how to finish a road. The next decisions will help determine what that road makes possible in Ellsworth.

ward 1; J. T. Grant, ward 2; C. P. Jordan, ward 3; Philander Austin, ward 4; and Jesse Dutton, ward 5.

Thus, Ellsworth grew and prospered from a clearing to a village, a village to a town, and a town to a city.

On the fifth day of April, 1869, the governing Board of the new city took their seats. The meeting was held in H. E. Davis' carriage factory, and was opened with prayer by Rev. Dr. Tenney. Judge A. F. Drinkwater administered the oath of office to Mayor Davis. The usual preliminaries passed; and the election of other municipal officers began.

John H. Brimmer became the first city clerk; William O. McDonald, the first city treasurer and collector of taxes. Other officers of the first year of the city were: Jesse Dutton, street commissioner; Rev. Sewall Tenney and Messrs. Drinkwater and L. A. Emery, superintending school committee; S. K. Whiting, chief engineer of the fire department, with A. B. Spurling and S. J. Morrison, assistant engineers; J. T. Osgood, sealer of weights and measures and inspector of coal oil; A. B. Spurling, city marshal; and Calvin P. Jordan, John M. Hale and E. H. Stockbridge, assessors of taxes.

The appropriations aggregated \$22,950. The division allowed \$3,500 for the city poor; \$800 for insane paupers; \$200 for the fire department; \$500 for bridges; \$800 for sidewalks; \$4,500 for highways; \$6,000 for schools; \$2,500 for interest on the town debt; \$4,000 for contingencies and \$150 for ringing the town bell, regulating the town clock and lighting the street lamps.

As the population increased, more houses and stores were built, and roads and streets constructed. In 1870, there were but few houses between Main Street and the Falls Village. Today it is one of the most thickly settled sections of the city. The lumber business was flourishing. Eleven mills were running "full-blast," with day and night crews most of the time. H. M. & B. Hall alone, kept twenty-five double-horse teams hauling lumber to the wharves, each team making four daily trips. Sixty million feet of long and short lumber, valued at \$733,433, was manufactured in 1870. Wages paid the millmen for that year amounted to \$332,300. The largest lumbermen

History of Ellsworth, page 105. The 1869 appropriations included \$5,300 for highways and sidewalks out of \$22,950 in total spending.

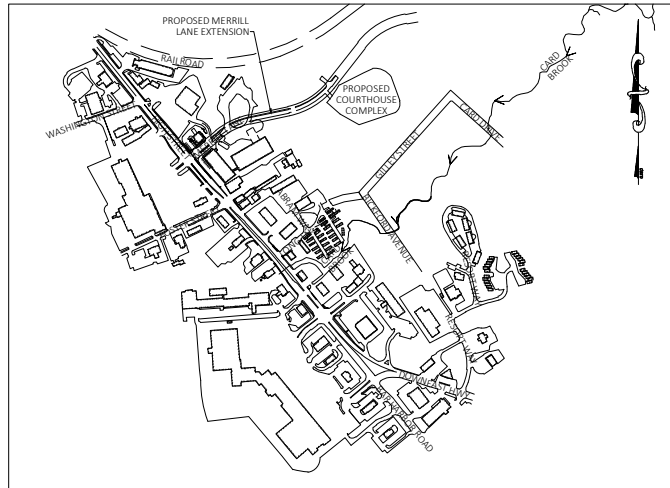
MERRILL LANE EXTENSION

LIST OF SHEETS

COVER

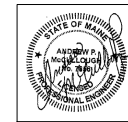
- C1.0 VICINITY PLAN
- C1.1 GRADING PLAN
- C1.2 CENTERLINE PROFILE
- C1.3 USF 1 & 2 PLAN & DETAIL
- C1.4 USF 3 & 4 PLAN & DETAIL
- C1.5 USF 5 & 6 PLAN & DETAIL
- C1.6 USF 7 & 8 PLAN & DETAIL
- C1.7 USF 9 PLAN & DETAIL
- C1.8 BURIED UTILITY PLAN
- C1.9 ELECTRICAL UTILITY PLAN
- C1.10 UTILITY PROFILE
- C1.11 SECTIONS 0+00 TO 2+75
- C1.12 SECTIONS 3+00 TO 6+50
- C1.13 SECTIONS 6+75 TO 9+75
- C1.14 SECTIONS 10+00 TO 12+25
- C1.15 TURN AROUND SECTIONS
- C1.16 CONSTRUCTION NOTES
- C1.17 EROSION CONTROL DETAILS
- C1.18 ROAD CONSTRUCTION DETAILS
- C1.19 UTILITY CONSTRUCTION DETAILS
- C1.20 UTILITY CONSTRUCTION DETAILS
- C1.21 STORMWATER DETAILS
- C1.22 RETAINING WALL DETAILS

PROJECT LOCATION

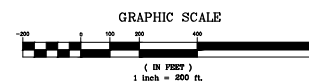
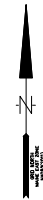


CITY OF ELLSWORTH
ONE CITY HALL PLAZA
ELLSWORTH, ME 04605

ANDREW McCULLOUGH
ENGINEERING CONSULTANTS
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207-667-6551 mccengr@gmail.com



JULY 24, 2026



General Notes

FOR CONSTRUCTION

No.	Revision/Issue	Date

Record Owner and Address
CITY OF ELLSWORTH
1 CITY HALL PLAZA
ELLSWORTH, ME 04605

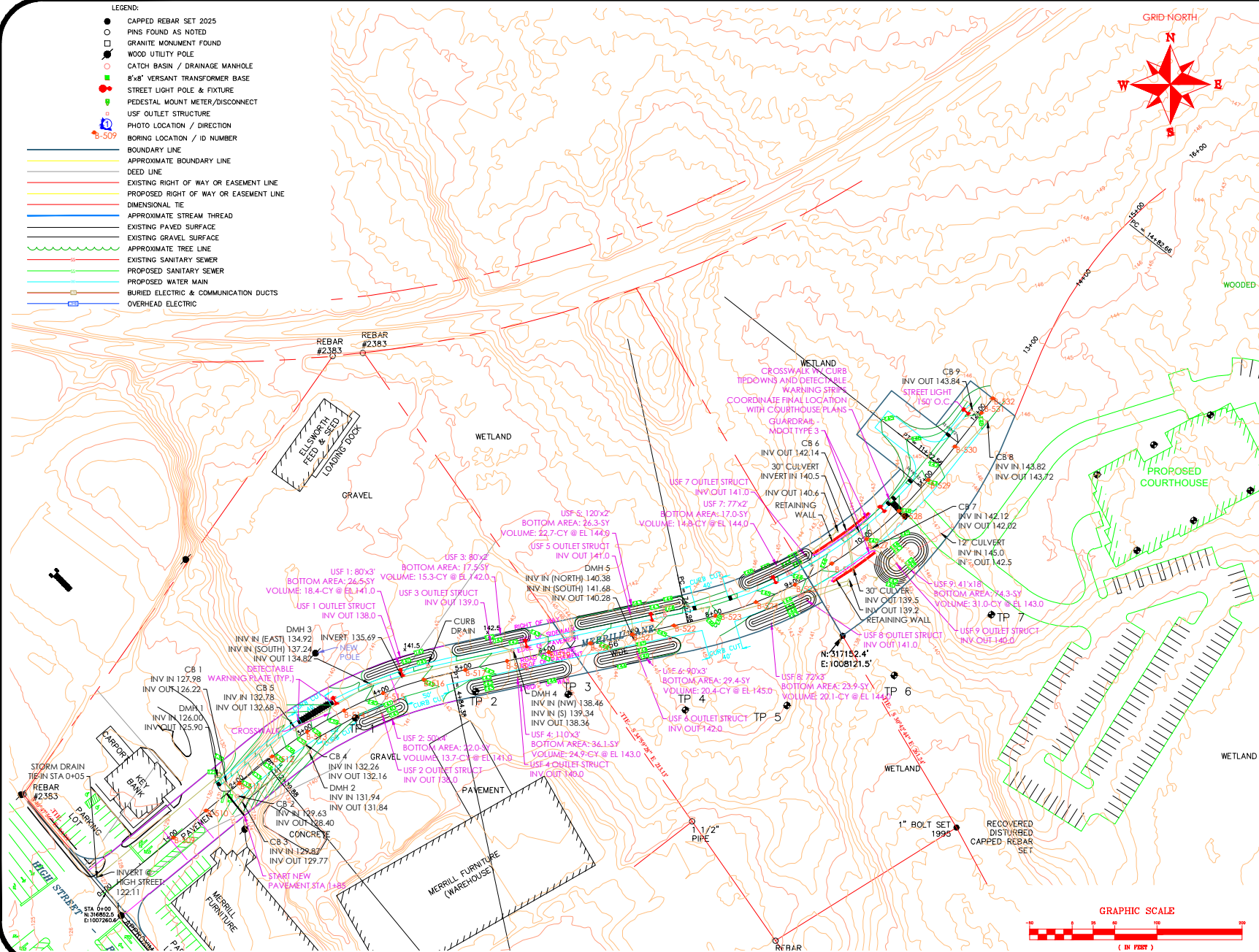
Firm Name and Address
Andrew McCullough
Engineering Consultants
93 Bucksport Road
Ellsworth, ME
207-667-6551
mccengr@gmail.com

Project Name and Address
VICINITY PLAN
MERRILL LANE EXTENSION
Prepared For:
CITY OF ELLSWORTH
Merrill Lane
Ellsworth, Maine

Project 6508	Sheet C-1.0
Date 7/24/26	
Scale 1"=200'	

LEGEND:

- CAPPED REBAR SET 2025
- PINS FOUND AS NOTED
- GRANITE MONUMENT FOUND
- WOOD UTILITY POLE
- CATCH BASIN / DRAINAGE MANHOLE
- 8"x8" VERSANT TRANSFORMER BASE
- STREET LIGHT POLE & FIXTURE
- PEDESTAL MOUNT METER/DISCONNECT
- USF OUTLET STRUCTURE
- PHOTO LOCATION / DIRECTION
- BORING LOCATION / ID NUMBER
- BOUNDARY LINE
- APPROXIMATE BOUNDARY LINE
- DEED LINE
- EXISTING RIGHT OF WAY OR EASEMENT LINE
- PROPOSED RIGHT OF WAY OR EASEMENT LINE
- DIMENSIONAL TIE
- APPROXIMATE STREAM THREAD
- EXISTING PAVED SURFACE
- EXISTING GRAVEL SURFACE
- APPROXIMATE TREE LINE
- EXISTING SANITARY SEWER
- PROPOSED SANITARY SEWER
- PROPOSED WATER MAIN
- BURIED ELECTRIC & COMMUNICATION DUCTS
- OVERHEAD ELECTRIC



General Notes

FOR CONSTRUCTION

No.	Revision/Issue	Date

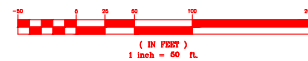
Record Owner and Address
CITY OF ELLSWORTH
1 CITY HALL PLAZA
ELLSWORTH, ME 04605

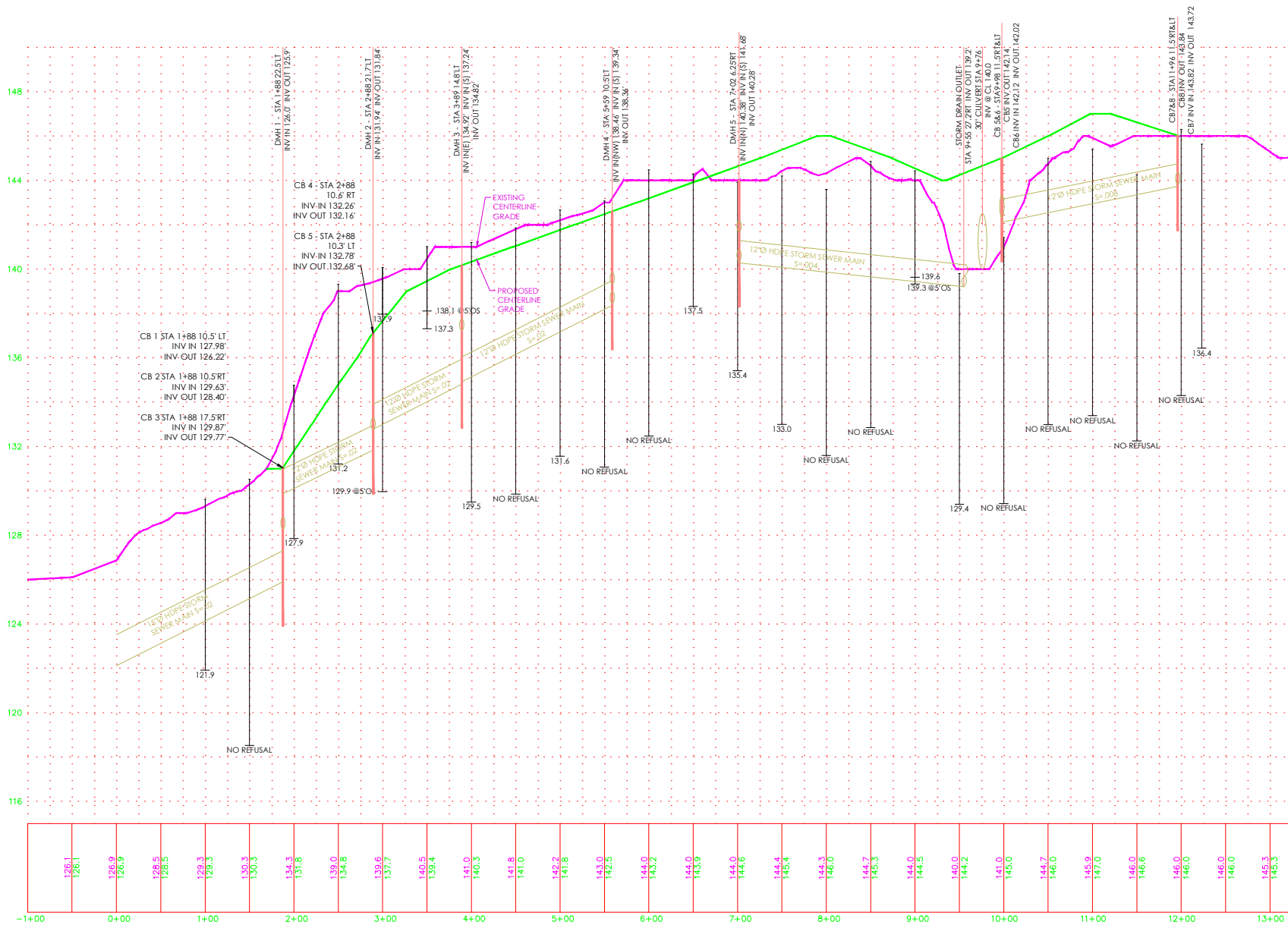
Prepared By and Address
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Engineering Consultants
93 Bucksport Road
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207-667-6551
mccengr@gmail.com

GRADING PLAN
MERRILL LANE EXTENSION
Prepared For:
CITY OF ELLSWORTH
1 City Hall Plaza
Ellsworth, Maine

Project 6508	Sheet C-1.1
Date 7/24/26	
Scale 1"=50'	

GRAPHIC SCALE





General Notes

FOR CONSTRUCTION

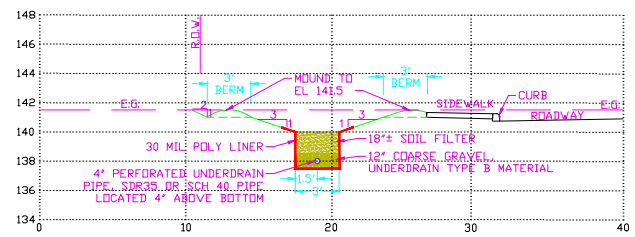
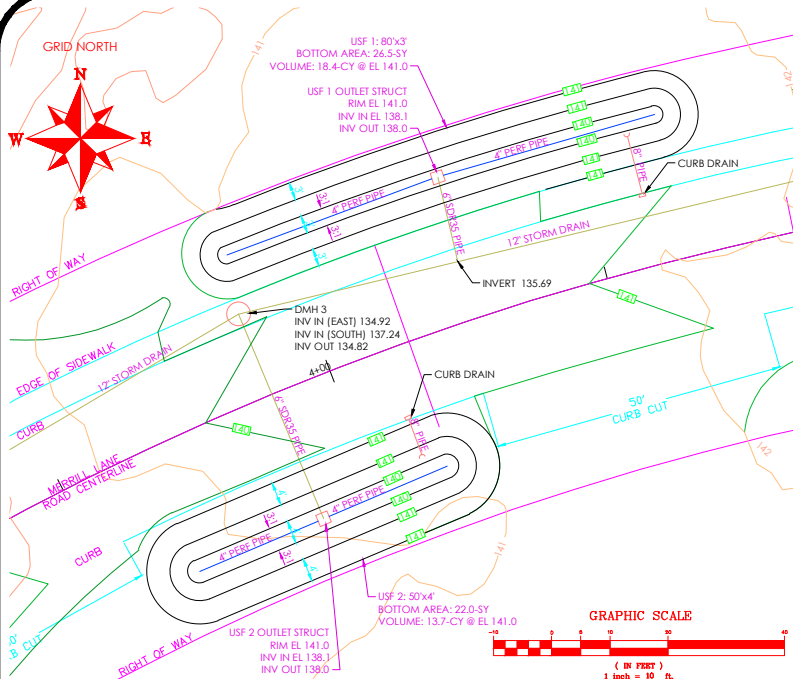
No.	Revision/Issue	Date

Record Owner and Address
CITY OF ELLSWORTH
1 CITY HALL PLAZA
ELLSWORTH, ME 04605

Prep Name and Address
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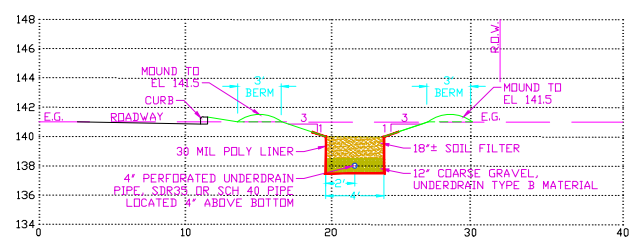
ROAD CENTERLINE PROFILE
MERRILL LANE EXTENSION
Prepared For:
CITY OF ELLSWORTH
1 City Hall Plaza
Ellsworth, Maine

Project 6508	Sheet C-1.2
Date 7/24/26	
Scale 1/2" = 1' VERT 1" = 50' HORIZ	



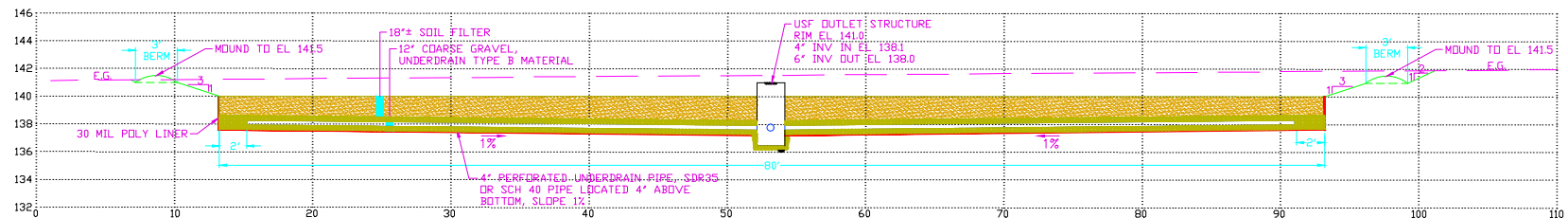
SECTION 1
SCALE: 1" = 4'

NOTE: FOR CLARITY, THE USF OUTLET STRUCTURE IS NOT SHOWN.

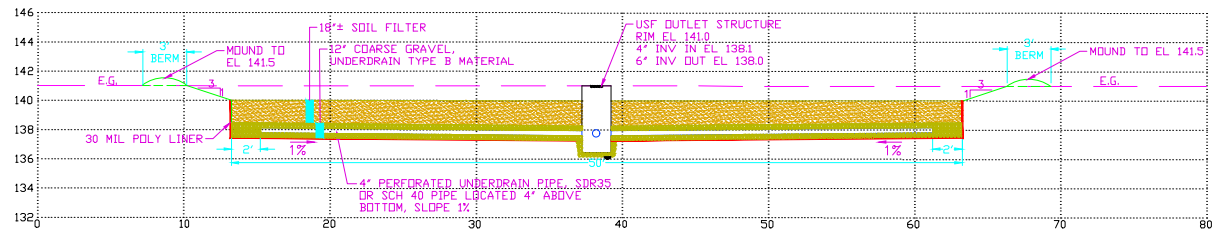


SECTION 2
SCALE: 1" = 4'

NOTE: FOR CLARITY, THE USF OUTLET STRUCTURE IS NOT SHOWN.



PROFILE 1
SCALE: 1" = 4'



PROFILE 2
SCALE: 1" = 4'

General Notes

FOR CONSTRUCTION

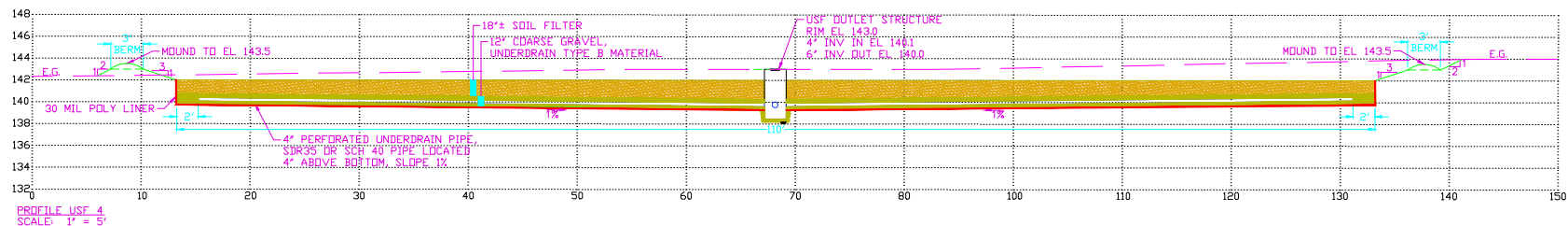
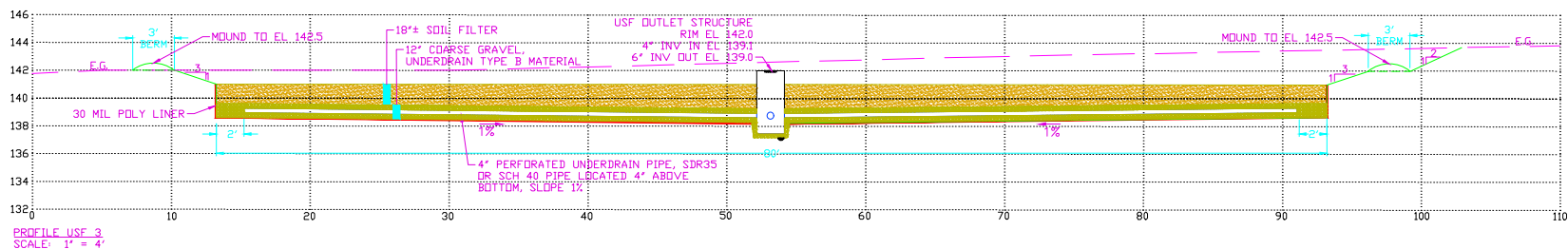
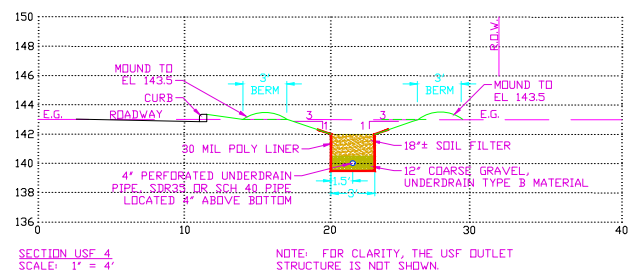
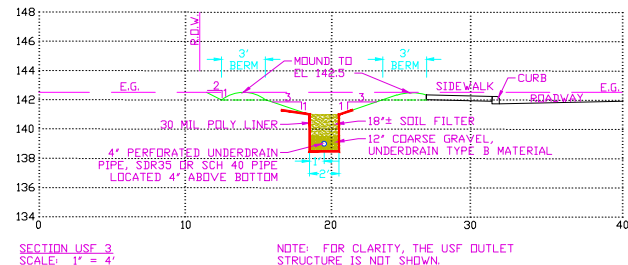
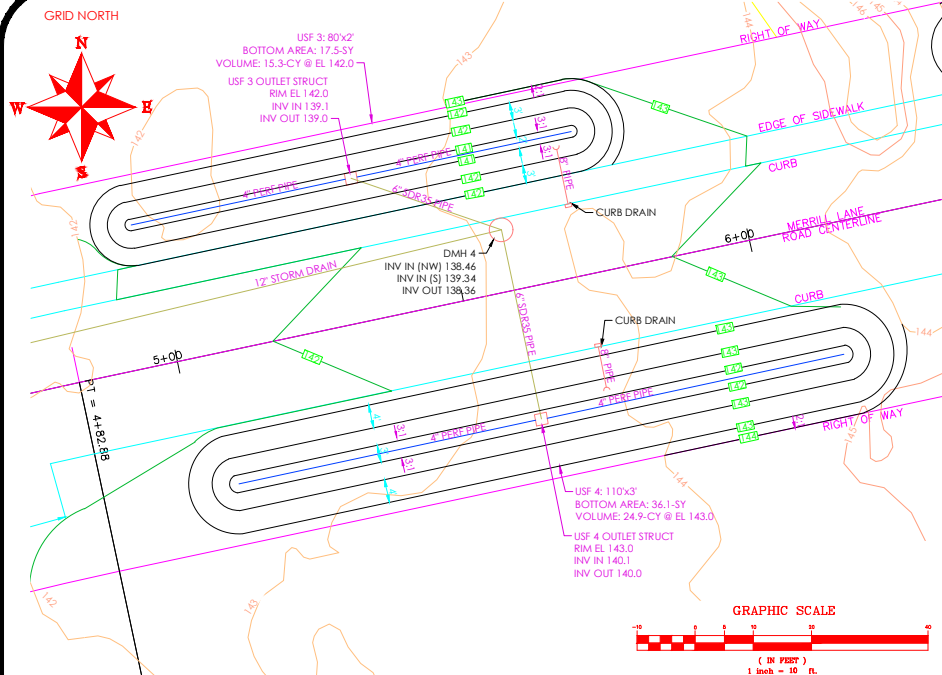
No.	Revision/Issue	Date

Record Owner and Address
CITY OF ELLSWORTH
1 CITY HALL PLAZA
ELLSWORTH, ME 04605

Firm Name and Address
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Engineering Consultants
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USF 1 & 2
MERRILL LANE EXTENSION
Prepared For:
CITY OF ELLSWORTH
1 City Hall Plaza
Ellsworth, Maine

Project 6508	Sheet C-1.3
Date 7/24/26	
Scale AS NOTED	



General Notes

FOR CONSTRUCTION

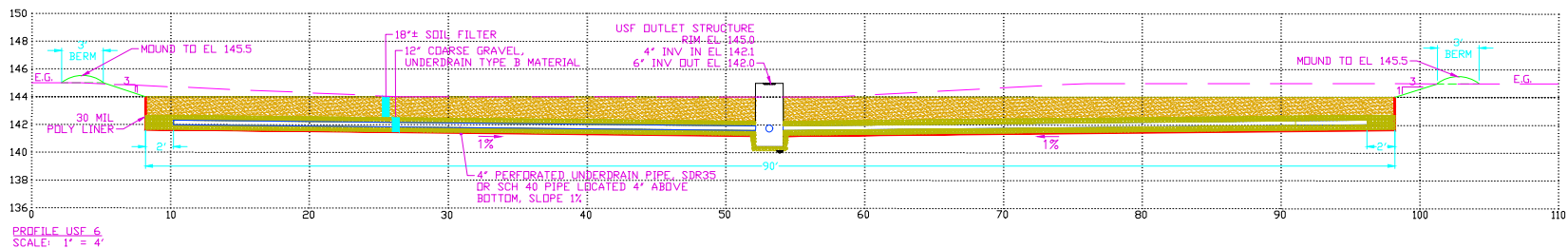
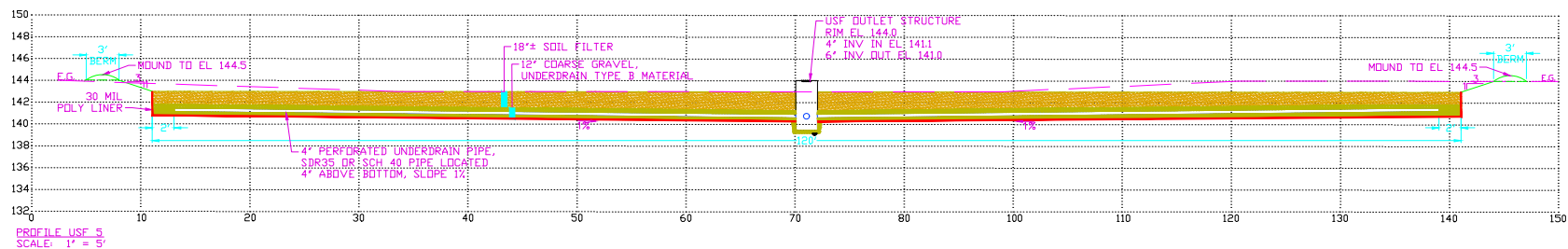
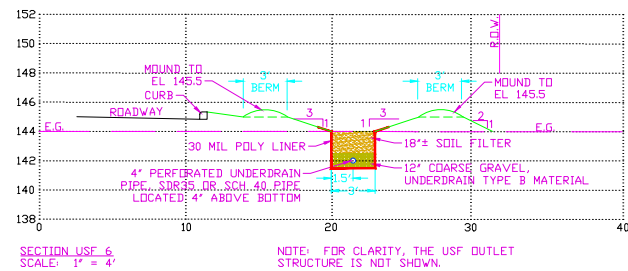
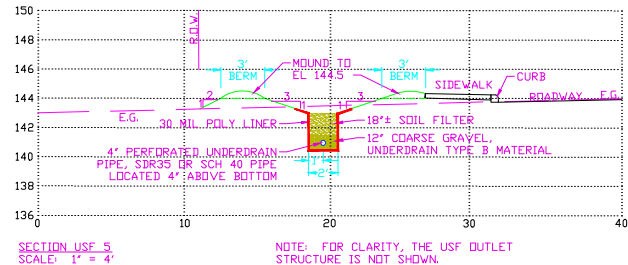
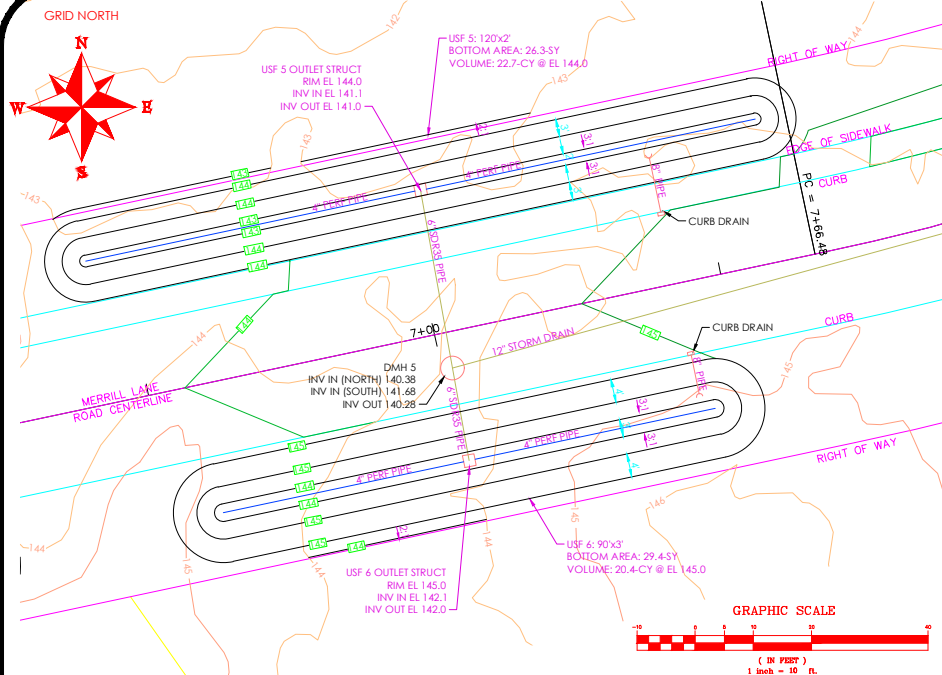
No.	Revision/Issue	Date

Record Owner and Address
CITY OF ELLSWORTH
1 CITY HALL PLAZA
ELLSWORTH, ME 04605

Prepared By and Address
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USF 3 & 4
MERRILL LANE EXTENSION
Prepared For:
CITY OF ELLSWORTH
1 City Hall Plaza
Ellsworth, Maine

Project 6508	Sheet C-1.4
Date 7/24/26	
Scale AS NOTED	



General Notes

FOR CONSTRUCTION

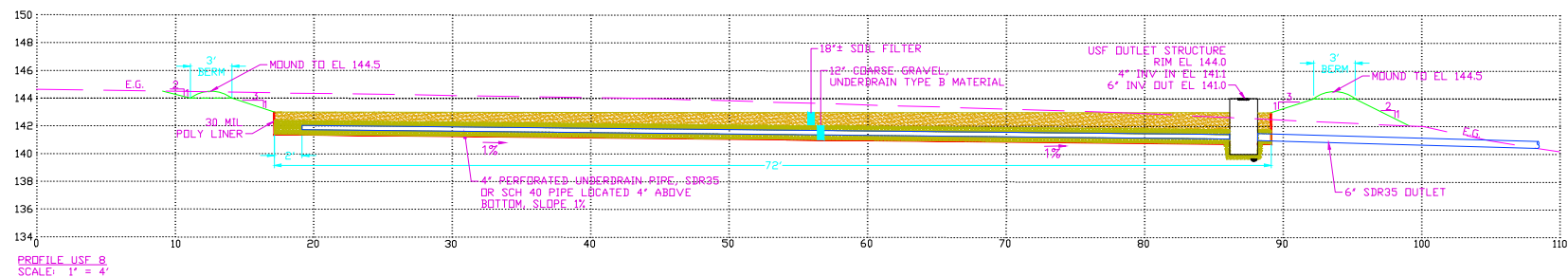
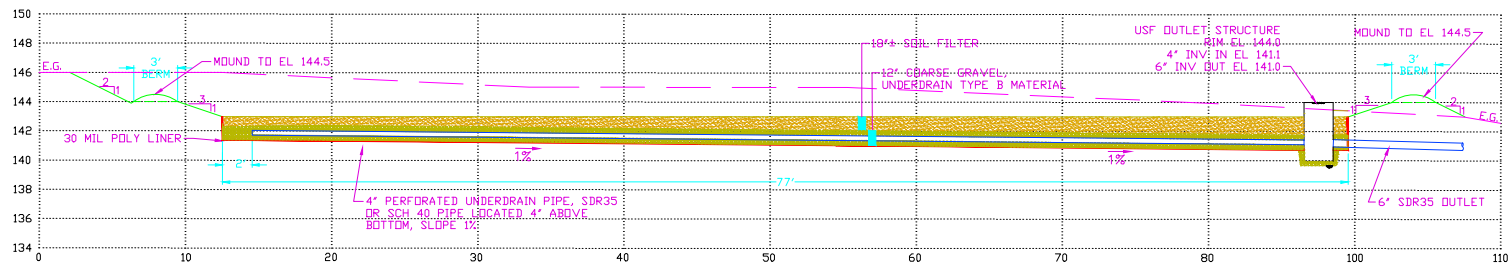
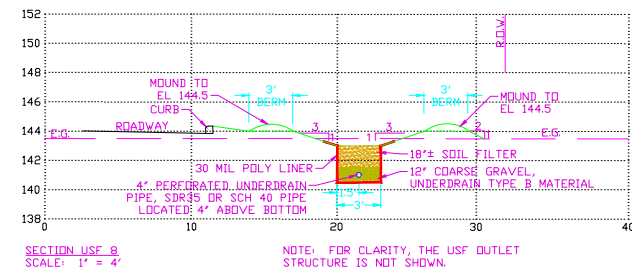
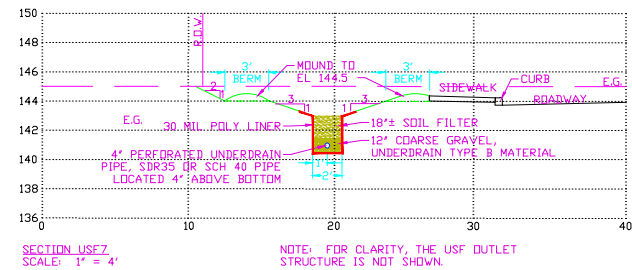
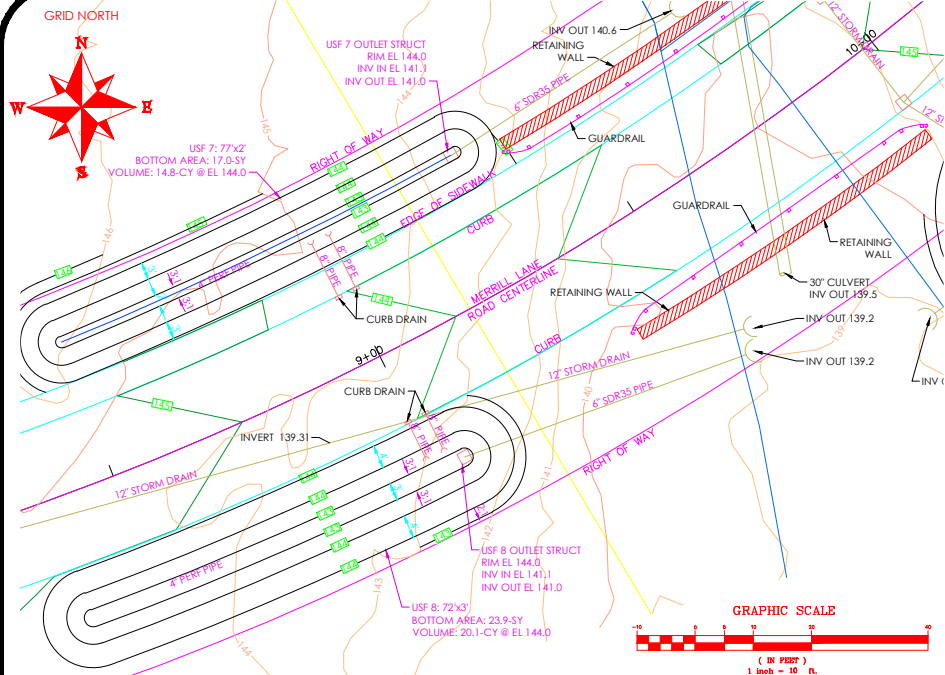
No.	Revision/Issue	Date

Record Owner and Address
CITY OF ELLSWORTH
1 CITY HALL PLAZA
ELLSWORTH, ME 04605

Prepared By and Address
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mccengr@gmail.com

USF 5 & 6
MERRILL LANE EXTENSION
Prepared For:
CITY OF ELLSWORTH
1 City Hall Plaza
Ellsworth, Maine

Project 6508	Sheet C-1.5
Date 7/24/26	
Scale AS NOTED	



General Notes

FOR CONSTRUCTION

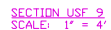
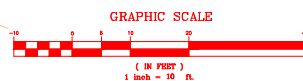
No.	Revision/Issue	Date

Record Owner and Address
CITY OF ELLSWORTH
1 CITY HALL PLAZA
ELLSWORTH, ME 04605

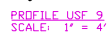
Prepared By and Address
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mccengr@gmail.com

USF 7 & 8
MERRILL LANE EXTENSION
Prepared For:
CITY OF ELLSWORTH
1 City Hall Plaza
Ellsworth, Maine

Project 6508	Sheet C-1.6
Date 7/24/26	
Scale AS NOTED	



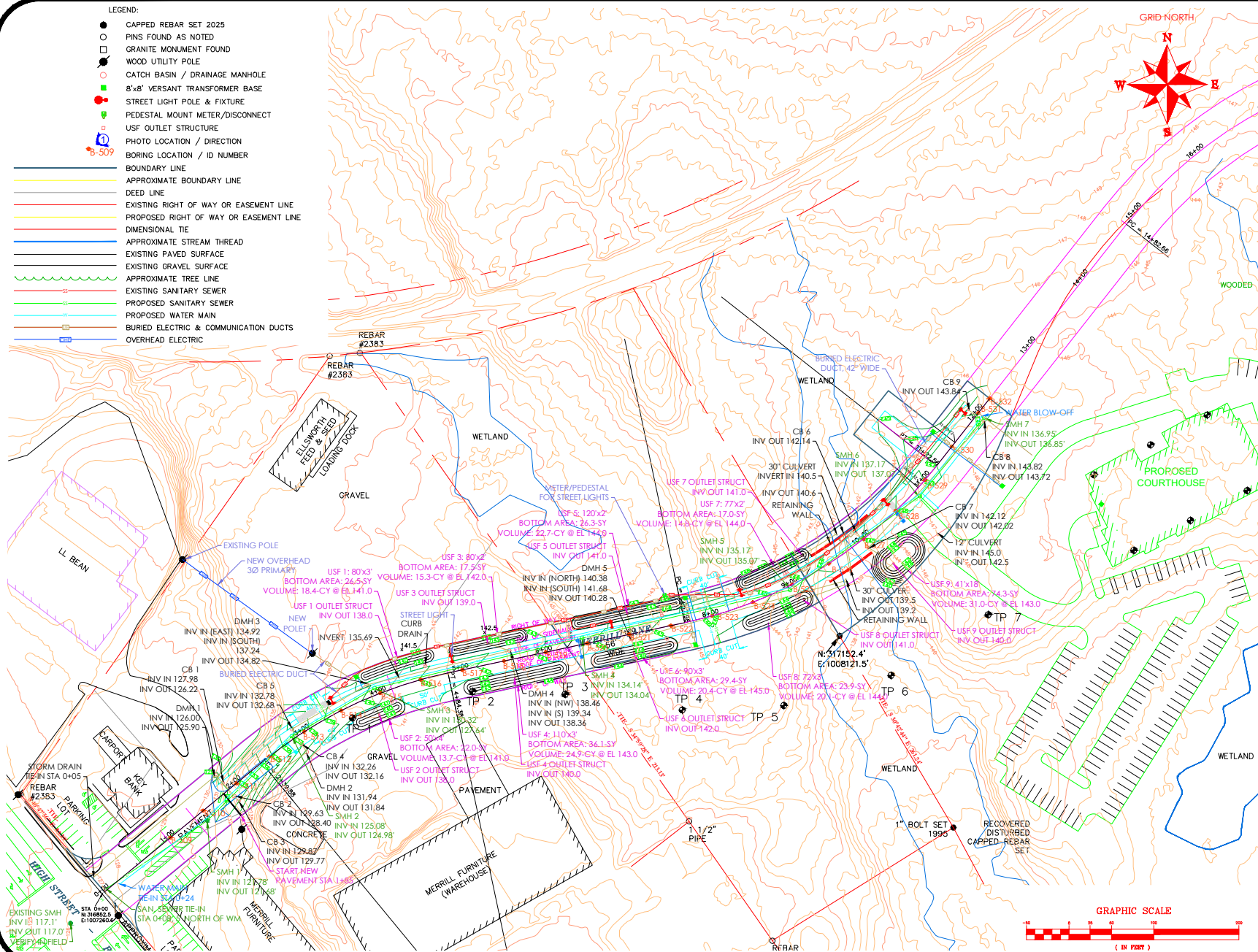
NOTE: FOR CLARITY, THE USF OUTLET STRUCTURE IS NOT SHOWN.



C-1.7

LEGEND:

- CAPPED REBAR SET 2025
- PINS FOUND AS NOTED
- GRANITE MONUMENT FOUND
- WOOD UTILITY POLE
- CATCH BASIN / DRAINAGE MANHOLE
- 8"x8" VERSANT TRANSFORMER BASE
- STREET LIGHT POLE & FIXTURE
- PEDESTAL MOUNT METER/DISCONNECT
- USF OUTLET STRUCTURE
- PHOTO LOCATION / DIRECTION
- BORING LOCATION / ID NUMBER
- BOUNDARY LINE
- APPROXIMATE BOUNDARY LINE
- DEED LINE
- EXISTING RIGHT OF WAY OR EASEMENT LINE
- PROPOSED RIGHT OF WAY OR EASEMENT LINE
- DIMENSIONAL TIE
- APPROXIMATE STREAM THREAD
- EXISTING PAVED SURFACE
- EXISTING GRAVEL SURFACE
- APPROXIMATE TREE LINE
- EXISTING SANITARY SEWER
- PROPOSED SANITARY SEWER
- PROPOSED WATER MAIN
- BURIED ELECTRIC & COMMUNICATION DUCTS
- OVERHEAD ELECTRIC



General Notes

FOR CONSTRUCTION

No.	Revision/Issue	Date

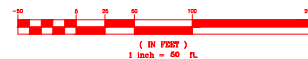
Record Owner and Address
CITY OF ELLSWORTH
1 CITY HALL PLAZA
ELLSWORTH, ME 04605

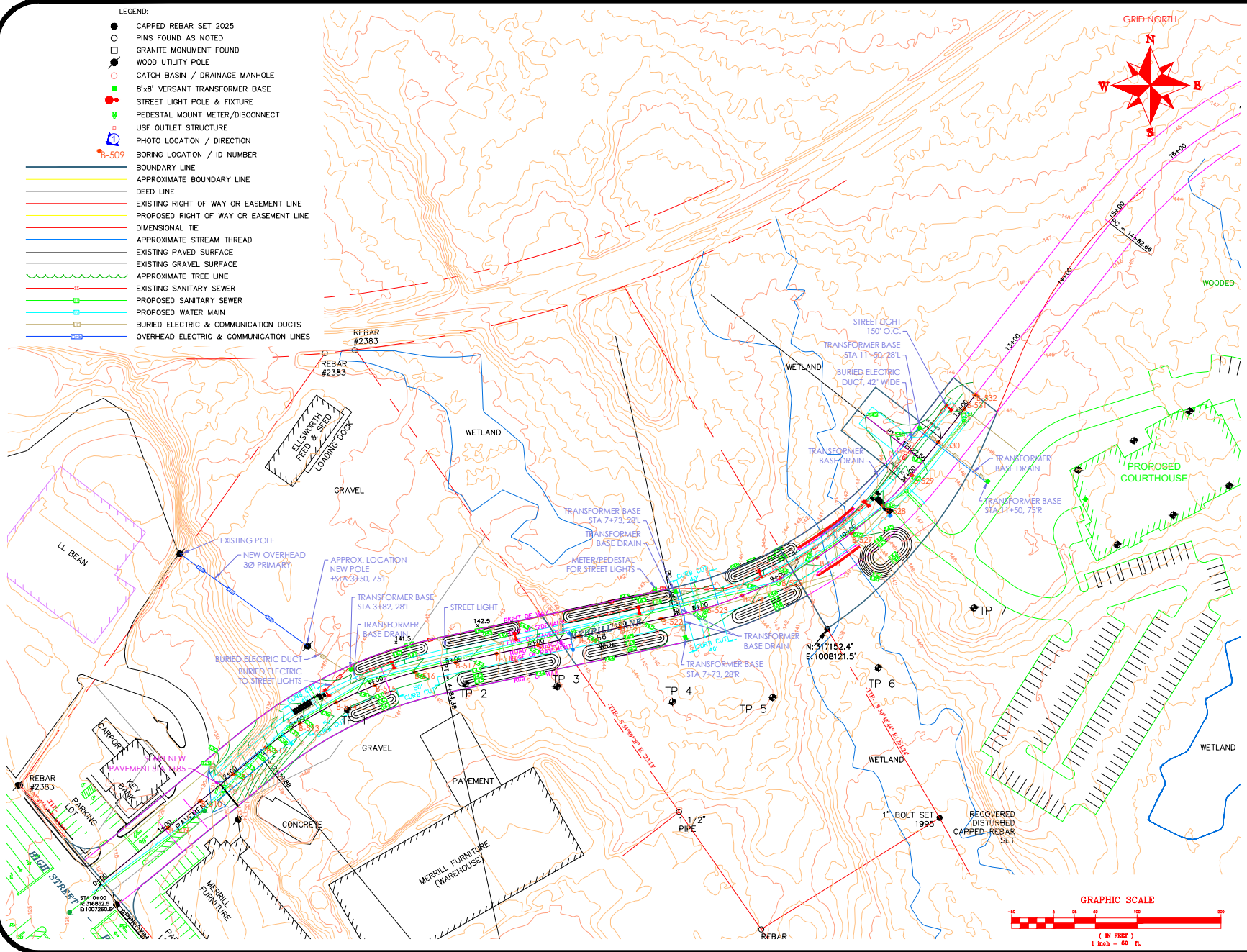
Prepared By and Address
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mccengr@gmail.com

BURIED UTILITY PLAN
MERRILL LANE EXTENSION
Prepared For:
CITY OF ELLSWORTH
1 City Hall Plaza
Ellsworth, Maine

Project 6508	Sheet C-1.8
Date 7/24/26	
Scale 1"=50'	

GRAPHIC SCALE





- LEGEND:
- CAPPED REBAR SET 2025
 - PINS FOUND AS NOTED
 - GRANITE MONUMENT FOUND
 - WOOD UTILITY POLE
 - CATCH BASIN / DRAINAGE MANHOLE
 - 8'x8' VERSANT TRANSFORMER BASE
 - STREET LIGHT POLE & FIXTURE
 - PEDESTAL MOUNT METER/DISCONNECT
 - USF OUTLET STRUCTURE
 - PHOTO LOCATION / DIRECTION
 - B-509 BORING LOCATION / ID NUMBER
 - BOUNDARY LINE
 - APPROXIMATE BOUNDARY LINE
 - DEED LINE
 - EXISTING RIGHT OF WAY OR EASEMENT LINE
 - PROPOSED RIGHT OF WAY OR EASEMENT LINE
 - DIMENSIONAL TIE
 - APPROXIMATE STREAM THREAD
 - EXISTING PAVED SURFACE
 - EXISTING GRAVEL SURFACE
 - APPROXIMATE TREE LINE
 - EXISTING SANITARY SEWER
 - PROPOSED SANITARY SEWER
 - PROPOSED WATER MAIN
 - BURIED ELECTRIC & COMMUNICATION DUCTS
 - OVERHEAD ELECTRIC & COMMUNICATION LINES

General Notes

FOR CONSTRUCTION

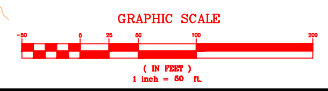
No.	Revision/Issue	Date

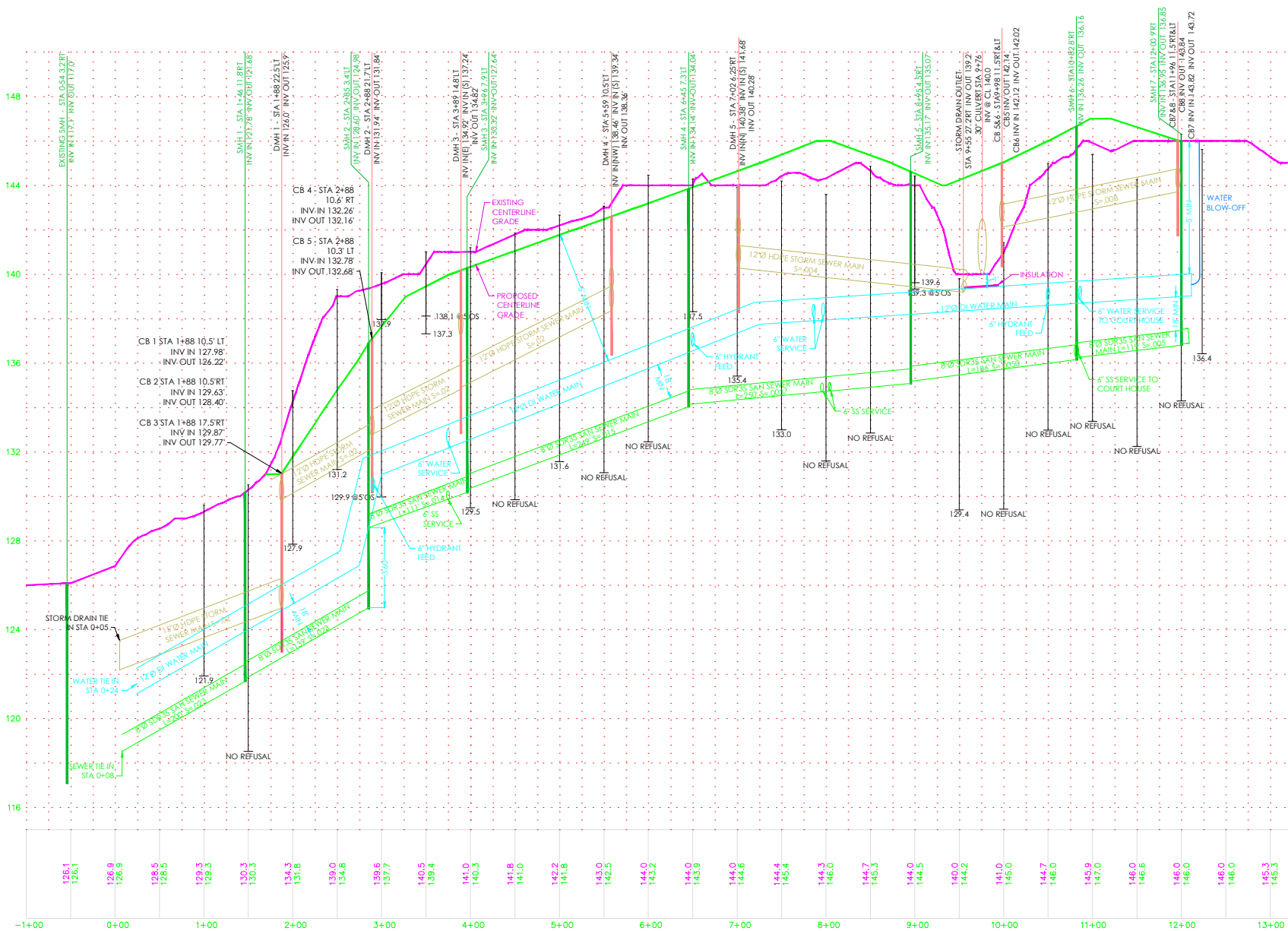
Record Owner and Address
CITY OF ELLSWORTH
1 CITY HALL PLAZA
ELLSWORTH, ME 04605

Prep Name and Address
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ELECTRICAL UTILITY PLAN
MERRILL LANE EXTENSION
Prepared For:
CITY OF ELLSWORTH
1 City Hall Plaza
Ellsworth, Maine

Project 6508	Sheet C-1.9
Date 7/24/26	
Scale 1"=50'	





General Notes

PERMIT DRAWINGS
NOT FOR CONSTRUCTION

No.	Revision/Issue	Date

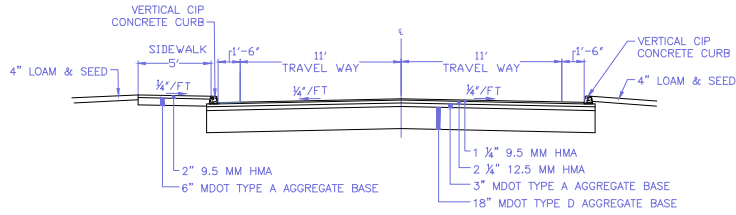
Record Owner and Address
CITY OF ELLSWORTH
1 CITY HALL PLAZA
ELLSWORTH, ME 04605

Prepared By and Address
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Engineering Consultants
93 Bucksport Road
Ellsworth, ME
207-667-6551
mccengr@gmail.com

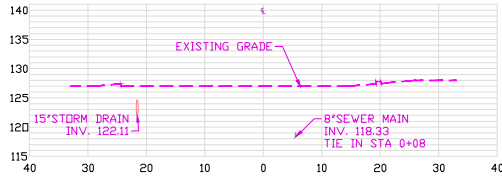
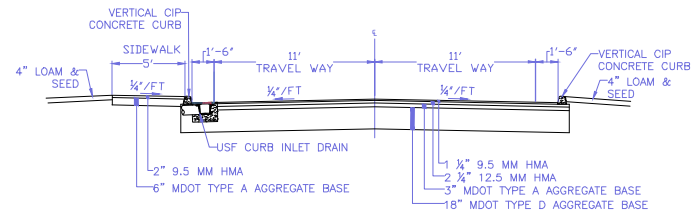
PROFILE
MERRILL LANE EXTENSION
Prepared For:
CITY OF ELLSWORTH
1 City Hall Plaza
Ellsworth, Maine

Project 6508	Sheet C-1.10
Date 7/24/26	
Scale 1/2" = 1' VERT 1" = 50' HORIZ	

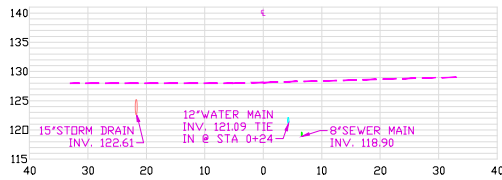
TYPICAL ROAD
SECTION
SCALE: 1"=4'



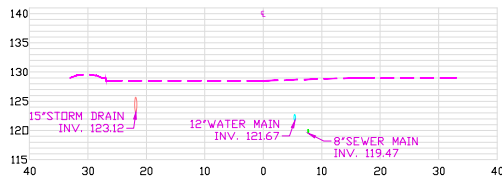
TYPICAL ROAD SECTION
AT CURB INLET
SCALE: 1"=4'



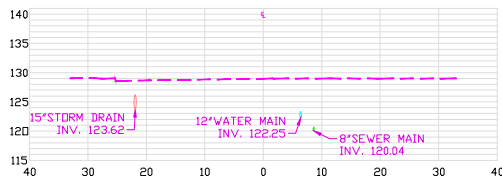
STATION 0+00
EXIST. CL. ELEV 126.9
PROP. CL. ELEV 126.9



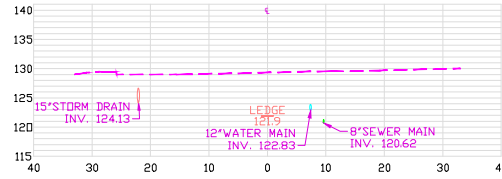
STATION 0+25
EXIST. CL. ELEV 128.1
PROP. CL. ELEV 128.1



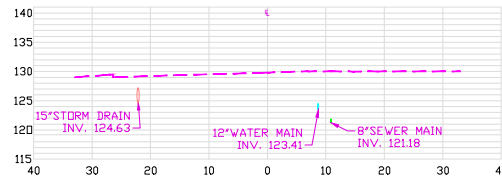
STATION 0+50
EXIST. CL. ELEV 128.5
PROP. CL. ELEV 128.5



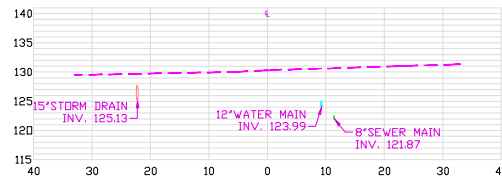
STATION 0+75
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PROP. CL. ELEV 128.9



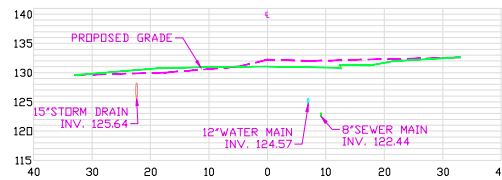
STATION 1+00
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PROP. CL. ELEV 129.3



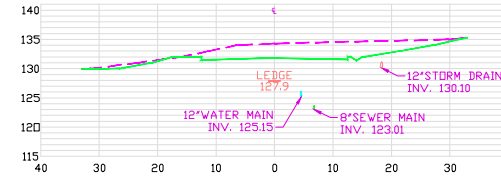
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PROP. CL. ELEV 129.8



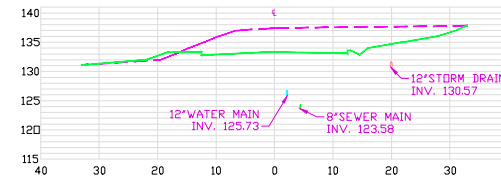
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PROP. CL. ELEV 130.3



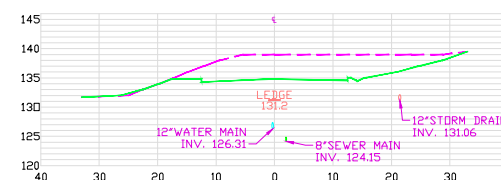
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PROP. CL. ELEV 131.05



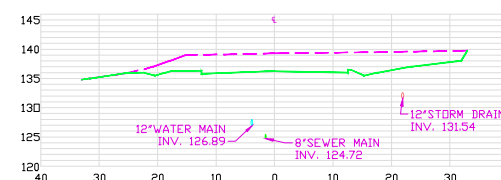
STATION 2+00
EXIST. CL. ELEV 134.3
PROP. CL. ELEV 131.8



STATION 2+25
EXIST. CL. ELEV 137.2
PROP. CL. ELEV 133.3



STATION 2+50
EXIST. CL. ELEV 139.0
PROP. CL. ELEV 134.8



STATION 2+75
EXIST. CL. ELEV 139.3
PROP. CL. ELEV 136.25

General Notes

FOR CONSTRUCTION

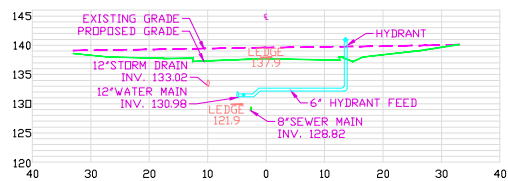
No.	Revision/Issue	Date

Record Owner and Address
CITY OF ELLSWORTH
1 CITY HALL PLAZA
ELLSWORTH, ME 04605

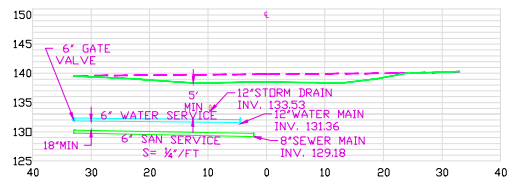
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SECTIONS
MERRILL LANE EXTENSION
Prepared For:
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1 City Hall Plaza
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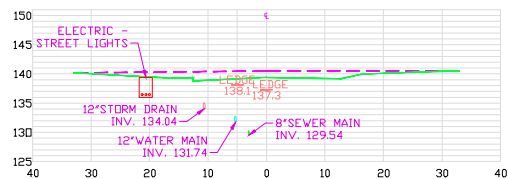
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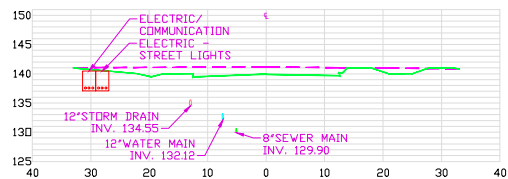
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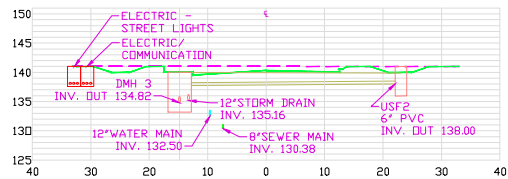
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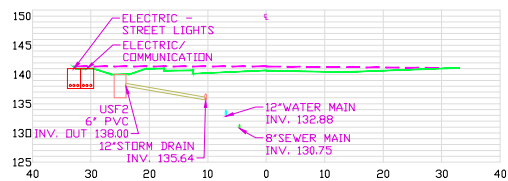
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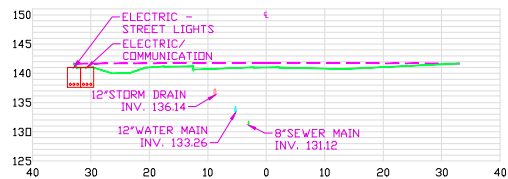
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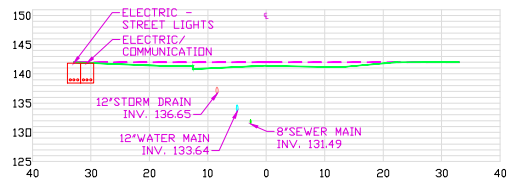
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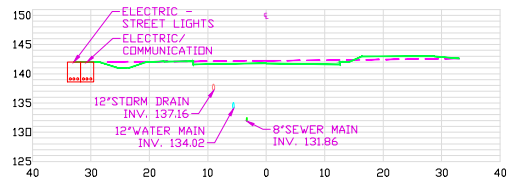
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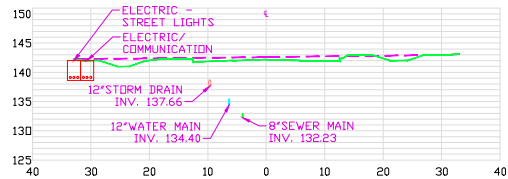
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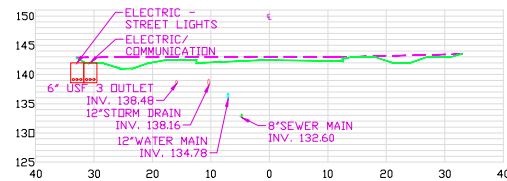
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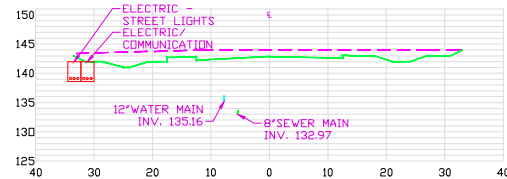
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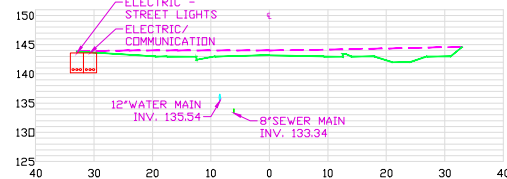
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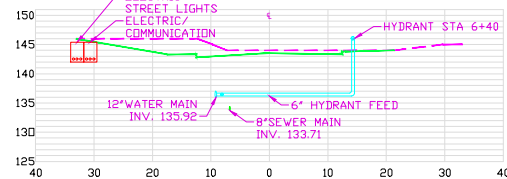
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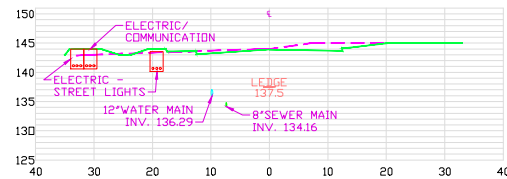
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STATION 6+00
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PRDP. CL ELEV 143.2



STATION 6+25
EXIST. CL ELEV 144.0
PRDP. CL ELEV 143.6



STATION 6+50
EXIST. CL ELEV 144.0
PRDP. CL ELEV 143.9

General Notes

FOR CONSTRUCTION

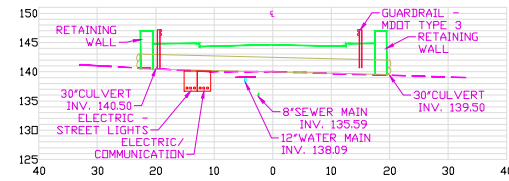
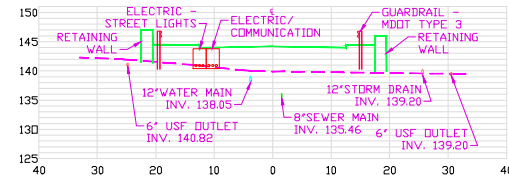
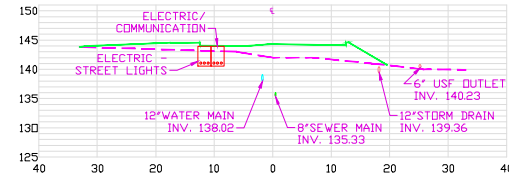
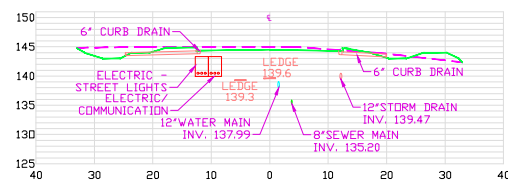
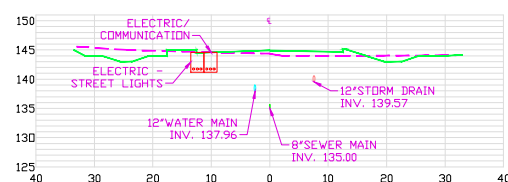
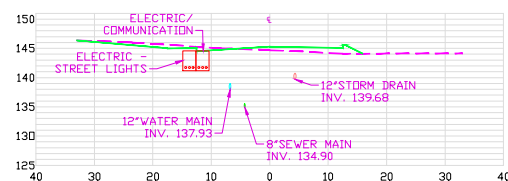
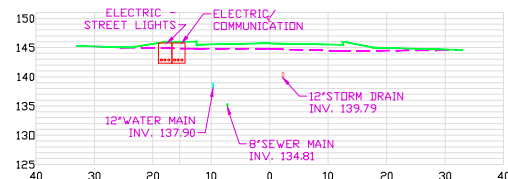
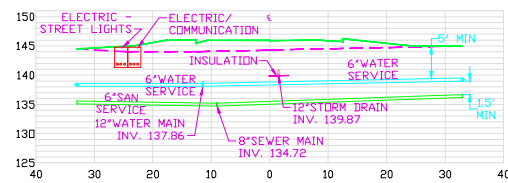
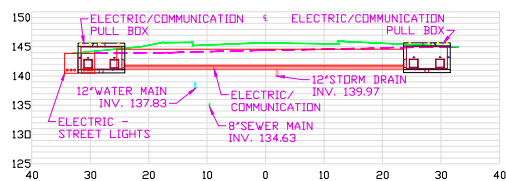
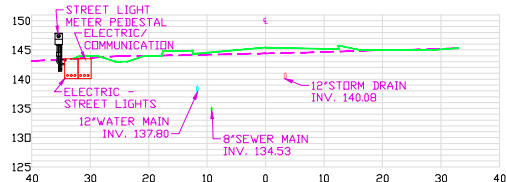
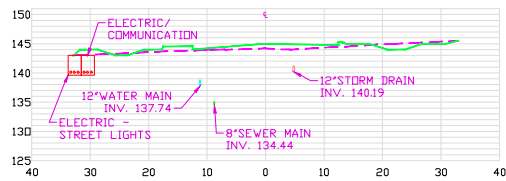
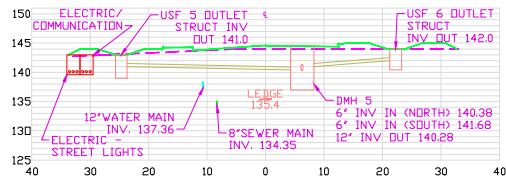
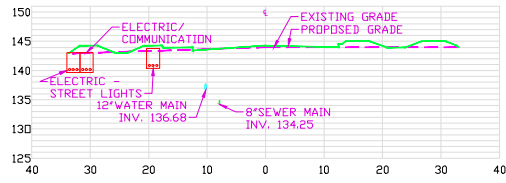
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Record Owner and Address
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1 CITY HALL PLAZA
ELLSWORTH, ME 04605

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SECTIONS
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1 City Hall Plaza
Ellsworth, Maine

Project 6508
Date 7/24/26
Scale 1"=10'
Sheet C-1.12



General Notes

FOR CONSTRUCTION

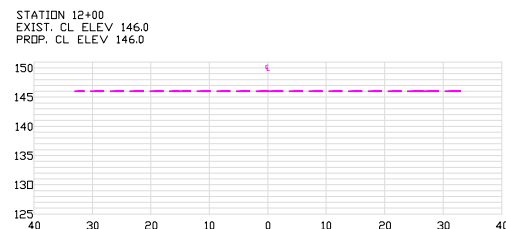
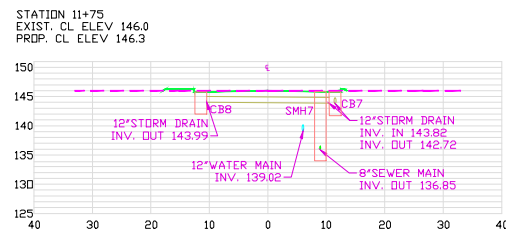
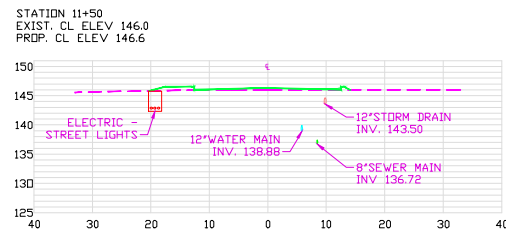
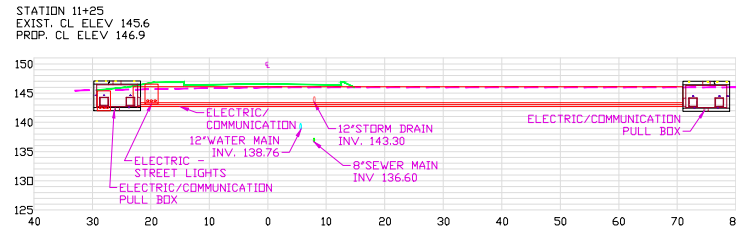
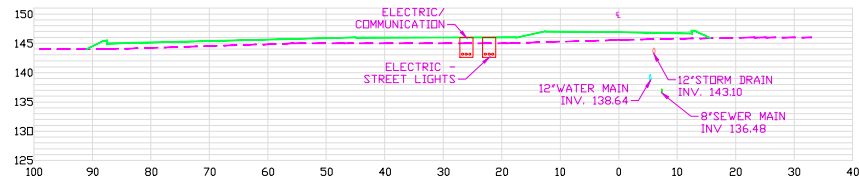
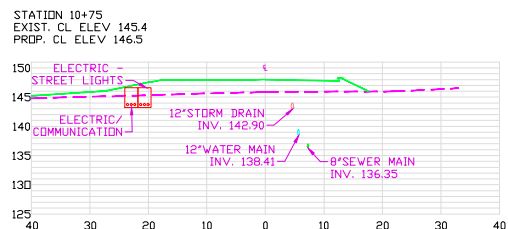
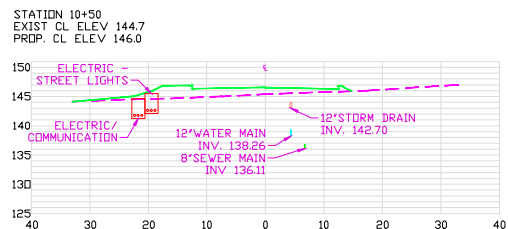
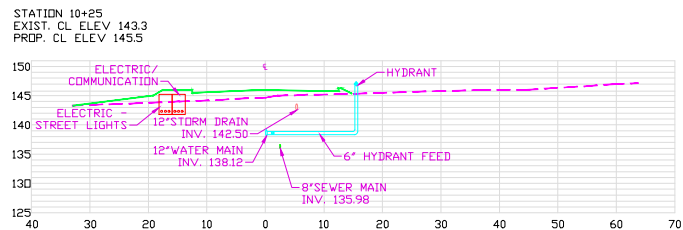
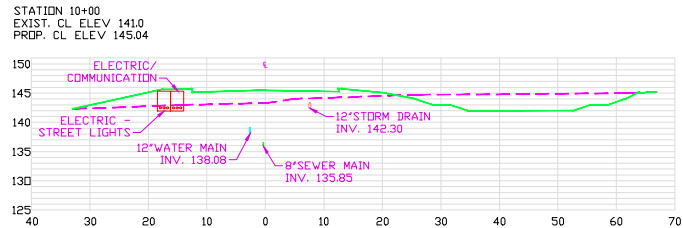
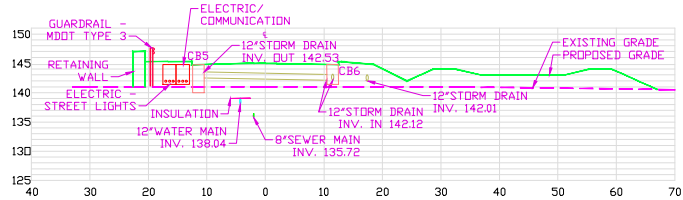
No.	Revision/Issue	Date

Record Owner and Address
CITY OF ELLSWORTH
1 CITY HALL PLAZA
ELLSWORTH, ME 04605

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SECTIONS
MERRILL LANE EXTENSION
Prepared For:
CITY OF ELLSWORTH
1 City Hall Plaza
Ellsworth, Maine

Project 6508	Sheet C-1.13
Date 7/24/26	
Scale 1"=10'	



General Notes

FOR CONSTRUCTION

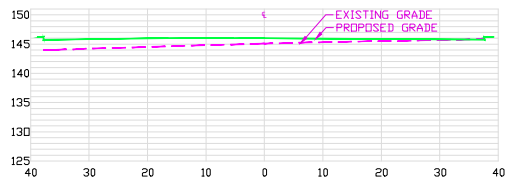
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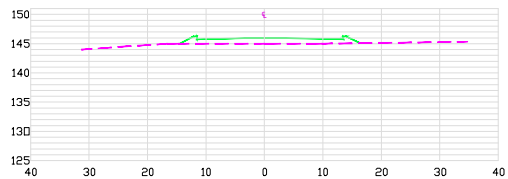
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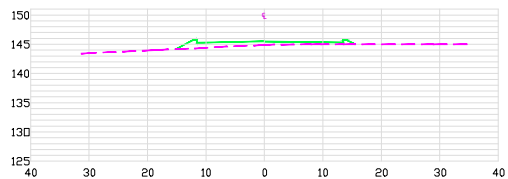
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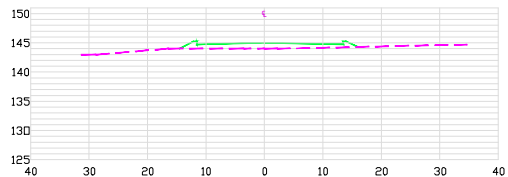
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PROP. CL ELEV 147.0



SECTION AT TURN AROUND STA 11+22 37.5' LT
EXIST. CL ELEV 145.0
PROP. CL ELEV 147.0



SECTION AT TURN AROUND STA 11+22 62.5' LT
EXIST. CL ELEV 144.8
PROP. CL ELEV 147.5



SECTION AT TURN AROUND STA 11+22 87.5' LT
EXIST. CL ELEV 144.0
PROP. CL ELEV 148.0

General Notes

FOR CONSTRUCTION

No.	Revision/Issue	Date

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CITY OF ELLSWORTH
1 CITY HALL PLAZA
ELLSWORTH, ME 04605

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TURN AROUND SECTIONS
MERRILL LANE EXTENSION
Prepared For:
CITY OF ELLSWORTH
1 City Hall Plaza
Ellsworth, Maine

Project 6508	Sheet C-1.15
Date 7/24/26	
Scale 1"=10'	

A. GENERAL

1. THE CONTRACTOR SHALL REQUEST A COPY OF ALL PERMITS PRIOR TO THE COMMENCEMENT OF CONSTRUCTION.
2. CONDITIONS IN ALL PERMITS SHALL BE A PART OF THE CONTRACT DOCUMENTS.
3. THE CONTRACTOR SHALL NOTIFY DIG-SAFE AND LOCAL UTILITIES A MINIMUM OF 72 HOURS PRIOR TO THE COMMENCEMENT OF CONSTRUCTION.
4. WORK SHALL BE PERFORMED BETWEEN STA 0+00 AND 1+75 BETWEEN THE HOURS OF 9 PM AND 7 AM.
5. ALL OTHER WORK SHALL BE PERFORMED BETWEEN THE HOURS OF 7 AM AND 5 PM MONDAY-SATURDAY UNLESS APPROVED BY THE OWNER.
6. THE CONTRACTOR SHALL NOTIFY A REPRESENTATIVE OF THE CITY 7 DAYS PRIOR TO THE COMMENCEMENT OF CONSTRUCTION.
7. THE CONTRACTOR SHALL MAKE HIMSELF AWARE OF THE RIGHT-OF-WAY LIMITS AND PROPERTY BOUNDARIES PRIOR TO THE COMMENCEMENT OF CONSTRUCTION.
8. THE CONTRACTOR SHALL NOTIFY LOCAL EMERGENCY SERVICES OF SCHEDULED CONSTRUCTION AT LEAST 7 DAYS IN ADVANCE AND COORDINATE ACCESS FOR EMERGENCY VEHICLES AS REQUIRED.
9. THE CONTRACTOR SHALL BECOME FAMILIAR AND PERFORM ALL WORK IN CONFORMANCE WITH THE CONSTRUCTION STANDARDS IN CFR 29, PART 1928 SAFETY AND HEALTH REGULATIONS FOR CONSTRUCTION MOST RECENT EDITION.
10. SUITABLE TEMPORARY STATIONING, OFFSETS AND ELEVATION BENCH MARKS SHALL BE PRESERVED.
11. THE CONTRACTOR SHALL MAINTAIN THE EXISTING SURVEY CONTROLS.
12. THE CONTRACTOR SHALL NOTIFY ABUTTING PROPERTY OWNERS OF ANY DISRUPTION IN ACCESS TO DRIVEWAYS AT LEAST 24 HOURS IN ADVANCE.
13. ACCESS TO DRIVEWAYS SHALL BE RESTORED AT THE END OF EACH WORK DAY.
14. THE CONTRACTOR SHALL SUPPLY AND MAINTAIN SANITARY FACILITIES INCLUDING TEMPORARY TOILETS, WASH FACILITIES, AND DRINKING WATER SUITABLE FOR THE NUMBER OF EMPLOYEES ON THE WORK SITE.
15. THE CONTRACTOR SHALL PROVIDE FIELD OFFICES, STORAGE TRAILERS, AND OTHER SUPPORT FACILITIES AS REQUIRED FOR CONSTRUCTION.
16. THE CONTRACTOR SHALL COLLECT WASTE DAILY AND WHEN CONTAINERS ARE FULL, LEGALLY DISPOSE OF WASTE OFF-SITE.
17. THE CONTRACTOR SHALL PROVIDE TEMPORARY BARRICADES, WARNING SIGNS, AND LIGHTS TO PROTECT THE PUBLIC AND CONSTRUCTION PERSONNEL FROM CONSTRUCTION HAZARDS.
18. DEMOLITION AND CLEARING DEBRIS SHALL BE DISPOSED OF IN ACCORDANCE WITH STATE OF MAINE SOLID WASTE RULES.
19. THE CONTRACTOR SHALL COORDINATE DEMOLITION, UTILITY WORK AND EARTHWORK DURING CONSTRUCTION.

B. WORK ZONE TRAFFIC CONTROL:

1. THE CONTRACTOR SHALL SUBMIT A TRAFFIC CONTROL PLAN FOR REVIEW AND APPROVAL.
2. THE CONTRACTOR SHALL INSTALL TEMPORARY TRAFFIC CONTROL SIGNS IN ACCORDANCE WITH THE APPROVED TRAFFIC CONTROL PLAN.
3. TEMPORARY TRAFFIC CONTROL MEASURES SHALL BE IMPLEMENTED AND MAINTAINED DURING CONSTRUCTION.

C. EROSION CONTROL:

MATERIALS:

1. GRASS SEED MIXTURE SHALL CONSIST OF:

SEED	RATE	PURITY	GERMINATION
KENTUCKY BLUE GRASS	0.46 LBS/1000 SQ. FT	90%	80%
CREeping RED FESCUE	0.46 LBS/1000 SQ. FT	90%	80%
PERENNIAL RYEGRASS	0.11 LBS/1000 SQ. FT	99%	90%

2. WEED SEED SHALL NOT EXCEED 0.5% OF THE TOTAL MIXTURE AND SEED SHALL CONTAIN NO NOXIOUS WEED SEED.
3. MULCH SHALL CONSIST OF: HAY AND STRAW WHICH ARE FREE OF WEED SEEDS, SHREDDED CORN STALKS, WOOD CHIPS, BARK OR SHAVINGS, SAWDUST, WOOD EXCELSOR AND WOOD FIBER.
4. FILTER FABRIC SHALL BE INSTALLED UNDER ALL RIPRAP AND UNDER STONE FOR LEVEL SPREADERS. THIS FABRIC SHALL BE MIRAFI 180N OR APPROVED EQUIVALENT.
5. STONE FOR RIPRAP.
6. RIPRAP FOR DITCH STABILIZATION, SLOPE STABILIZATION AND PIPE INLET/OUTLET PROTECTION SHALL CONSIST OF ROUGH UNWEIGH QUARRY STONE OF APPROXIMATELY RECTANGULAR SHAPE. THE STONE SHALL BE HARD AND OF SUCH QUALITY THAT IT WILL NOT DISINTEGRATE ON EXPOSURE TO WATER OR WEATHERING.
7. RIPRAP SHALL BE A WELL GRADED MIXTURE DOWN TO THE 1 INCH PARTICLE SIZE. FIFTY PERCENT OF THE MIXTURE BY WEIGHT SHALL BE LARGER THAN THE D50 SIZE. THE DIAMETER OF THE LARGEST STONE IN THE MIXTURE SHALL BE 1.5X D50 SIZE.

INSTALLATION:

1. TEMPORARY AND PERMANENT EROSION AND SEDIMENT CONTROLS SHALL CONFORM TO THE MDEP MAINE SEDIMENT AND EROSION CONTROL BMP'S 2016 EDITION.
2. TEMPORARY EROSION CONTROLS SHALL BE IN PLACE PRIOR TO ANY SOIL DISTURBANCE.
3. THE CONTRACTOR SHALL PREVENT ANY BUILD-UP OF DIRT OR GRAVEL ON PAVED AREAS.
4. DUST CONTROL MEASURES SHALL BE STRICTLY MAINTAINED DURING CONSTRUCTION.
5. DUST CONTROL MEASURES SHALL INCLUDE: MOISTENING THE SOIL SURFACE PERIODICALLY WITH ADEQUATE AMOUNTS OF WATER.
6. LIQUID OR FLAKE CALCIUM CHLORIDE OR AN APPROVED EQUIVALENT SHALL BE APPLIED TO DISTURBED SOIL TO MAINTAIN A MOIST SURFACE.
7. PRIOR TO APPLYING GRASS SEED AND TEMPORARY STRAW MULCH, FERTILIZER OF A CONSISTENCY OF 10-20-20 SHALL BE APPLIED AT A RATE OF 18.4 LBS/1000 SQ. FT. AND GROUND LIMESTONE SHALL BE APPLIED AT A RATE OF 138 LBS / 1000 SQ. FT.
8. AREAS SEEDDED SHALL BE MULCHED IMMEDIATELY FOLLOWING SEEDING.
9. MULCH MUST BE SPREAD WITHIN 3 CALENDAR DAYS FOLLOWING ANY SOIL DISTURBANCE AND PRIOR TO ANY STORM EVENT WITHIN 100' OF STREAMS, WETLANDS AND IN LAKE WATERSHEDS.
10. MULCH SHALL BE APPLIED WITHIN 7 DAYS OF SOIL DISTURBANCE IN ALL OTHER AREAS.
11. MULCHES MUST BE INSPECTED WEEKLY AND AFTER EACH STORM EVENT TO CHECK FOR RILL EROSION.

12. IF LESS THAN 90 PERCENT OF THE SOIL SURFACE IS COVERED WITH MULCH, ADDITIONAL MULCH SHALL BE APPLIED IMMEDIATELY.

APPLICATION RATES FOR HAY OR STRAW MULCH:	
APRIL 15 - SEPT. 15:	70 LB - 90 LB PER 1000 SQ. FT.
SEPT 15 - APRIL 15:	140 LB -180 LB PER 1000 SQ. FT.

13. SILT FENCE OR A FILTER BERM SHALL BE INSTALLED DOWN GRADIENT OF DISTURBED SOIL WITHIN THE LIMITS OF CONSTRUCTION.	
14. CURLEX 1800 NETS SHALL BE INSTALLED IN ROAD DITCHES WHERE SLOPES ARE LESS THAN 5 PERCENT AND ON OTHER FILL SLOPES OR BACK SLOPES STEEPER THAN 3:1.	
15. THE MINIMUM THICKNESS OF THE RIPRAP LAYER FOR CHANNEL STABILIZATION SHALL BE 2.25X THE D50 SIZE.	
16. RIPRAP FOR PIPE OUTLET PROTECTION SHALL FOLLOW THE OUTLET PROTECTION DETAIL.	
17. RIPRAP IN CHANNELS SHALL EXTEND ACROSS THE BOTTOM AND UP BOTH SIDES OF THE CHANNEL TO A HEIGHT EQUAL TO THE MAXIMUM DEPTH OF FLOW.	
18. RIPRAP SHALL BE PLACED SO THAT IT PRODUCES A DENSE WELL-GRADED MASS OF STONE WITH A MINIMUM OF JOINTS.	
19. RIPRAP SHOULD BE PLACED TO ITS FULL THICKNESS IN ONE OPERATION.	
20. THE FINISHED SLOPE SHALL BE FREE OF POCKETS OF SMALL STONE OR CLUSTERS OF LARGE STONES.	
21. SILT FENCE AND OTHER TEMPORARY SEDIMENT AND EROSION CONTROL MEASURES SHALL ONLY BE REMOVED WHEN VEGETATION IS 90 PERCENT ESTABLISHED.	
D. DRAINAGE	

1. PIPE FOR CULVERTS SHALL BE ADS N-12 ST 18 PIPE OR APPROVED EQUIVALENT INSTALLED ACCORDING TO THE MANUFACTURER'S INSTALLATION INSTRUCTIONS.
2. THE CULVERT DIAMETER SHALL BE 12 INCHES UNLESS NOTED OTHERWISE.
3. THE TRENCH BOTTOM SHALL PROVIDE UNIFORM PIPE SUPPORT. IT SHALL NOT CONTAIN BEDROCK, SOFT MUCK OR REFUSE.
4. INSULATION UNDER CULVERTS WHERE REQUIRED SHALL BE DOW CYTODRAM HIGHLOAD 60 EXTRUDED POLYSTYRENE INSULATION.
5. TRENCHES SHALL BE EXCAVATED IN ACCORDANCE WITH THE FOLLOWING TABLE.

PIPE DIAMETER	MINIMUM TRENCH WIDTH	TRENCH WIDTH
24"	5'10"	6'
12"	30"	30"
15"	34"	34"
18"	38"	38"
20"	42"	42"
24"	50"	56"

6. PIPES SHALL BE JOINED USING BELL AND SPIGOT JOINTS.
7. THE JOINTS SHALL HAVE SOIL TIGHT GASKETS.
8. THE BELL AND SPIGOT SHALL BE ADEQUATELY HOMED FOR A TIGHT JOINING SEAL.

E. EARTHWORK

MATERIALS:

1. GRADATIONS AND CERTIFICATIONS FOR ALL MATERIALS SHALL BE SUBMITTED TO THE OWNER PRIOR TO USE ON THE PROJECT.
2. LOAM SHALL BE SCREENED, LOOSE, FRIABLE AND SHALL BE FREE FROM SUBSOIL, REFUSE, LARGE STONES, CLODS, ROOTS, RHIZOMES OR OTHER UNDESIRABLE FOREIGN MATTER.
3. LOAM pH RANGE: 5.5X - 8X
4. LOAM ORGANIC CONTENT SHALL BE DETERMINED BY IONITION TEST

ORGANIC CONTENT	HUMUS	PERCENT BY VOLUME
		10 - 20
MINERAL CONTENT	SAND	PERCENT BY VOLUME
		45 - 75
	SILT	20 - 40
	CLAY	5 - 15
5. LOAM SHALL CONTAIN SOLUBLE SALTS AT AN AMOUNT NOT TO EXCEED 500 PPM.		
6. STONE FOR UNDERDRAIN AND STABILIZED CONSTRUCTION EXIT SHALL CONSIST OF HARD, DURABLE ROCK AND SHALL CONFORM TO THE FOLLOWING TABLE:		

SIZE	PERCENT BY WEIGHT PASSING	PERCENT BY WEIGHT PASSING
1 1/2 INCH	100	100
2 INCHES	100	100
1 1/2 INCHES	95 - 100	100
3/4 INCH	0 - 40	90 - 100
1/2 INCH	0 - 20	0 - 55
3/8 INCH	0 - 5	0 - 25
NO. 4	0 - 5	0 - 10
NO. 200	0 - 2	0 - 2

7. GRAVEL SUBBASE SHALL BE SAND OR GRAVEL OF HARD DURABLE PARTICLES FREE FROM VEGETATIVE MATTER, LUMPS OR BALLS OF CLAY AND OTHER DELETERIOUS SUBSTANCES.
8. MDT 703.06 TYPE D AGGREGATE SUBBASE GRADATION:

SIZE DESIGNATION	PERCENT BY WEIGHT PASSING
3/4 INCH	25 - 70
NO. 40	0 - 10
NO. 200	0 - 7

9. MDT 703.06 AGGREGATE BASE GRADATION:

SIZE DESIGNATION	PERCENT BY WEIGHT PASSING
1/2 INCH	45 - 70
3/4 INCH	30 - 55
NO. 40	0 - 20
NO. 200	0 - 5

10. SURFACE GRAVEL SHALL MEET THE FOLLOWING GRADATION:

SIZE DESIGNATION	PERCENT BY WEIGHT PASSING
2 INCH	95 - 100
1 1/2 INCH	30 - 65
NO. 200	7 - 12

11. MDT 703.20 GRAVEL BORROW SHALL CONSIST OF UNIFORMLY GRADED GRAVEL SHA MATERIALS. ROCKS SHALL BE A MAXIMUM DIAMETER OF OVER 6 INCHES AND THAT PORTION PASSING A 3 INCH SQUARE MESH SEIVE SHALL CONTAIN NOT MORE THAN 70 PERCENT PASSING THE 3/4 INCH SEIVE AND NOT MORE THAN 10 PERCENT PASSING THE NO. 200 SEIVE.

12. BACKFILL FOR PIPES SHALL CONSIST OF GRANULAR MATERIAL FREE FROM ORGANIC MATTER AND SHALL CONFORM TO THE FOLLOWING GRADATION:

SIZE DESIGNATION	PERCENT BY WEIGHT PASSING
1 INCH	95 - 100
12 INCH	75 - 100
NO. 4	50 - 100
NO. 20	15 - 80
NO. 60	0 - 15
NO. 200	0 - 5

F. WATER SUPPLY LINE

PIPING

1. CLASS 52 DUCTILE IRON PIPE (ALTERNATE: DR11 AWWA C906 HDPE PIPE)
2. CTS POLYETHYLENE TUBING
3. COPPER TUBE SIZE POLYETHYLENE SHALL HAVE A WORKING PRESSURE OF 200 P.S.I. AND SHALL CONFORM TO AWWA C-901, ASTM-D-1248 AND ASTM-D-2737. INSERT STIFFENERS ARE REQUIRED FOR ALL FLEXIBLE PLASTIC CONNECTIONS.

FITTINGS

1. CLASS 52 DUCTILE IRON FITTINGS (ALTERNATE: HDPE PIPE FITTINGS).

SERVICE BOXES

1. COVER: PLUG TYPE WITH DEEP SLOT AND BRASS PENTAGON PLUG WITH COARSE ROPE-THREAD.

CORROSION STOPS AND CURB STOPS

1. SERVICE BRASS MUST CONFORM TO AWWA STANDARD C-800 (LATEST REVISION) AND PACK JOINT END CONNECTIONS SHALL CONSIST OF A BUNA-N BEVELED GASKET FOR WATERTIGHT SEAL. AN INDEPENDENT, SPLIT-CLAMP LOCKING DEVICE OR STAINLESS STEEL BEVELED GRIPPER SHALL BE INCORPORATED IN THE DESIGN FOR ADDITIONAL RESTRAINT.

INSTALLATION

1. THE PIPE SHALL BE INSTALLED TO THE LINE AND GRADE IN THE CONSTRUCTION DRAWINGS.
2. ALL PIPES SHALL HAVE METALLIC TAPE LAID 2 FEET ABOVE THE PIPE. THE WIDTH OF THE TRENCHES AT ANY POINT BELOW THE TOP OF THE PIPE SHALL NOT BE GREATER THAN THREE TIMES THE OUTSIDE DIAMETER OF THE PIPE TO PERMIT SATISFACTORY JOINTING AND THOROUGH TAMPING OF THE BEDDING MATERIAL UNDER AND AROUND THE PIPE.
3. ROCK IN EITHER LEDGE OR BOULDER FORMATION SHALL BE REPLACED WITH SUITABLE MATERIALS TO PROVIDE A COMPACTED EARTH CUSHION HAVING A THICKNESS BETWEEN UN-REMOVED ROCK AND THE PIPE OF AT LEAST 6 INCHES OR 1/4 INCH FOR EACH FOOT OF FILL OVER THE TOP OF THE PIPE, WHICHEVER IS GREATER THAN THREE-FOURTHS THE NOMINAL DIAMETER OF THE PIPE.
4. WHERE WET OR OTHERWISE UNSTABLE SOIL INCAPABLE OF PROPERLY SUPPORTING THE PIPE, AS DETERMINED BY THE ENGINEER, IS UNEXPECTEDLY ENCOUNTERED IN THE BOTTOM OF THE TRENCH, SUCH MATERIAL SHALL BE REMOVED TO THE DEPTH REQUIRED AND REPLACED TO THE PROPER GRADE WITH SELECT GRANULAR MATERIAL AND COMPACTED AS REQUIRED.
5. BACKFILL SHALL FOLLOW PIPE ASSEMBLY AS CLOSELY AS POSSIBLE. ANY LOOSE STONES WHICH HAVE FALLEN INTO THE TRENCH SHALL REMOVE BEFORE BACKFILLING BEGINS. THE HAUNCHING SHALL BE INSTALLED AND COMPACTED IN 4 INCH LAYERS. A CUSHION OF APPROVED FILL UP TO 12 INCHES THICK SHALL BE PLACED IN 8 INCH LIFTS AND COMPACTED WITH MECHANICAL TAMPERS OR RAMMERS TO 95% MAXIMUM DRY DENSITY ASTM D698 OVER THE PIPE AND BETWEEN THE TRENCH WALLS.

FLUSHING

1. THE PIPE SHALL BE THOROUGHLY FLUSHED PRIOR TO THE PRESSURE TEST.
2. VALVES SHALL BE PARTIALLY OPENED AND CLOSED SEVERAL TIMES UNDER EXPECTED LINE PRESSURE. THE DOWN VALVE SHALL BE ADEQUATE TO FLUSH FOREIGN MATERIAL OUT OF THE VALVES.

WATERLINE PRESSURE TEST

1. THE PRESSURE TEST SHALL BE PERFORMED ACCORDING TO AWWA C600-93.
2. A PRESSURE TEST SHALL BE PERFORMED ON THE SERVICE LATERAL. THIS TEST SHALL BE AT A PRESSURE OF 80 PSI OR 150% OF OPERATING PRESSURE WHICHEVER IS GREATER FOR A PERIOD OF 2 HOURS. THERE SHALL BE NO EVIDENCE OF LEAKS AND THE PRESSURE SHALL NOT VARY BY MORE THAN 5 PSI FOR THE DURATION OF THE TEST. ALL JOINTS SHALL BE KEPT OPEN FOR VIEWING DURING THIS PERIOD.

WATERLINE DISINFECTION

1. THE WATERLINE SHALL BE DISINFECTED ACCORDING TO AWWA C651-92.

G. SANITARY SEWER

PIPING MATERIALS

1. PIPE FOR GRAVITY SEWERS SHALL CONFORM TO ASTM D3034 FOR SDR35 PIPE.
2. PIPE FOR THE BUILDING SEWER SHALL BE PVC CONFORMING TO ASTM D2665 FOR SCHEDULE 40 PIPING. JOINTS SHALL BE WATERTIGHT.

HANDLING

1. PLACE BUNDLES OF PIPE ON LEVEL GROUND.
2. TAKE CARE TO ENSURE BUNDLES DO NOT IMPACT ANYTHING AND THAT PIPE IS NOT DROPPED OR DAMAGED.
3. STORE PIPE IN BUNDLES.
4. AVOID COMPRESSION, DEFORMATION OR DAMAGE TO THE BELL ENDS OF THE PIPE.
5. STORE FITTINGS AND LUBRICANT IN SEALED CONTAINERS AWAY FROM DIRT OR FOREIGN MATERIAL.

INSTALLATION

1. LOWER PIPE AND FITTINGS CAREFULLY INTO TRENCHES. USE CAUTION TO AVOID IMPACT DAMAGE.
2. AVOID EXPOSURE TO EXCESS HEAT.
3. PLACE PIPE WITH BELL ENDS IN THE DIRECTION OF THE WORK PROGRESS. INSTALL BELLS IN THE UPSTREAM DIRECTION.
4. INSTALL PIPE TO THE ALIGNMENT AND GRADE ESTABLISHED BY THE DESIGN ENGINEER.
5. CLEAN-OUTS SHALL BE INSTALLED AT 100 FOOT INTERVALS OR AS SHOWN ON THE PLANS.
6. USE TRENCH BOXES WHENEVER REQUIRED TO PROTECT WORKERS FROM POSSIBLE CAVE-INS.
7. CONSTRUCT THE TRENCH BOTTOM TO PROVIDE A FIRM, STABLE AND UNIFORM SUPPORT FOR THE FULL LENGTH OF THE PIPE. THE TRENCH BOTTOM SHALL BE FREE OF LARGE STONES, ROCKS, BOULDERS, CONSTRUCTION DEBRIS OR FROZEN MATERIAL.
8. PIPE BEDDING SHALL CONSIST OF GRANULAR SOIL INCLUDING COARSE SAND OR CRUSHED STONE.
9. WHEN AN UNSTABLE SUBGRADE CONDITION IS ENCOUNTERED, ADDITIONAL TRENCH DEPTH SHALL BE EXCAVATED AND REFILLED AND COMPACTED WITH SUITABLE FOUNDATION MATERIAL.
10. EMBEDMENT MATERIALS SHALL BE FREE OF STONES, FROZEN LUMPS AND DEBRIS.
11. A MINIMUM OF 6 INCHES OF SOIL CUSHION SHALL BE PROVIDED ON ALL SIZED OF THE PIPE IF LEDGE IS ENCOUNTERED.
12. ALL PIPES SHALL HAVE METALLIC TAPE LAID 2 FEET ABOVE THE PIPE. PIPE ASSEMBLY
13. CLEAN THE GASKET, THE BELL INTERIOR AND THE SPIGOT AREA WITH A CLOTH TO REMOVE DIRT OR FOREIGN MATERIAL.
14. INSPECT GASKET TO ENSURE IT IS INSTALLED CORRECTLY.
15. APPLY LUBRICANT TO THE BELL END ONLY. USE ONLY LUBRICANT SUPPLIED WITH THE PIPE.
16. ALIGN THE SPIGOT AND BELL AND INSERT THE SPIGOT INTO THE BELL UNTIL IT CONTACTS THE GASKET UNIFORMLY.
17. FIELD CUT PIPE AND CHAMFER THE END ACCORDING TO THE MANUFACTURER'S INSTALLATION INSTRUCTIONS.

FITTINGS

1. CUT THE PIPE SQUARE TO THE REQUIRED LENGTH AND BEVEL THE END PRIOR TO THE INSTALLATION OF FITTINGS.
2. LUBRICATE THE GASKET TO APPROXIMATELY A 1 MM THICKNESS PRIOR TO INSTALLATION.

MANHOLE CONNECTIONS

1. CONNECT TO MANHOLES USING A GASKETED OUTLET SIZED FOR THE PIPE SIZE AND TYPE.

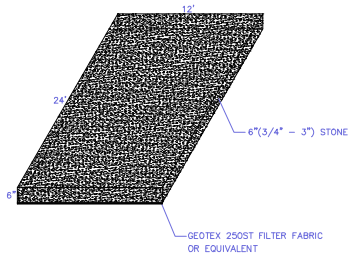
H. ASPHALT:

ROADWAY / PARKING LOT PAVING

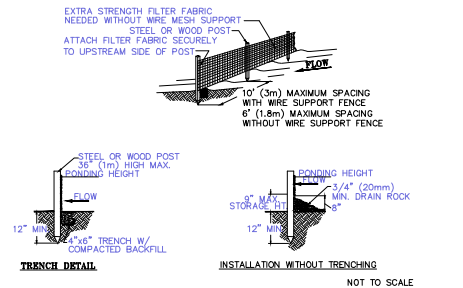
1. AN APPROVED RELEASE AGENT IS REQUIRED ON TOOLS AND EQUIPMENT USED. THE USE OF PETROLEUM BASED FUEL OILS OR ASPHALT STRIPPING SOLVENTS WILL NOT BE PERMITTED.
2. THE ENGINEER WILL ACCEPT OR REJECT ANY HMA BASED ON A VISUAL BASIS, EITHER PRIOR TO PLACEMENT, DURING PLACEMENT OR IN ITS FINAL DISPOSITION. MIXTURES EXCEEDING THE 275% LOWER LIMIT OR THE 325% UPPER LIMIT WILL BE REJECTED.
3. ALL HMA MIXTURES SHALL BE SOURCED FROM ONE APPROVED JOB MIX FORMULA. INF. PER TYPE OF MIX.
4. THE JOB MIX FORMULAS SHALL BE SUBMITTED TO THE ENGINEER FOR APPROVAL.
5. PLACE BINDER COURSE WHEN THE SURFACE TEMPERATURE IS A MINIMUM OF 60°F AND RISING.
6. PLACE ASPHALT SURFACE COURSE WHEN THE SURFACE TEMPERATURE IS A MINIMUM OF 60°F AND RISING.
7. ROLLING SHALL START AS SOON AS THE HMA CAN BE COMPACTED WITHOUT DISPLACEMENT. ROLLING SHALL CONTINUE UNTIL THE HMA IS THOROUGHLY COMPACTED TO 92 - 95 PERCENT AVERAGE DENSITY AND ALL ROLLER MARKS HAVE DISAPPEARED.
8. THE SURFACE OF THE COMPLETED WORK, WHEN TESTED WITH A 10 FOOT STRAIGHTEDGE, SHALL NOT CONTAIN IRREGULARITIES IN EXCESS OF 1/4 INCH.
9. A TACK COAT SHALL BE APPLIED BETWEEN LIFTS OF ASPHALT AT A RATE OF 0.05 - 0.15 GAL/SQ. YD.
10. CLEAN CONTACT SURFACES AND APPLY TACK COAT TO JOINTS.
11. CONSTRUCT JOINTS TO ENSURE A CONTINUOUS BOND BETWEEN ADJOINING PAVING SECTIONS.

General Notes		
FOR CONSTRUCTION		
No.	Revision/Issue	Date
Record Owner and Address		
CITY OF ELLSWORTH 1 CITY HALL PLAZA ELLSWORTH, ME 04605		
Firm Name and Address		
Andrew McCullough Engineering Consultants 93 Bucksport Road Ellsworth, ME 207-667-6551 mccengr@gmail.com		
Project Name and Address		
CONSTRUCTION NOTES MERRILL LANE EXTENSION Prepared For: CITY OF ELLSWORTH 1 City Hall Plaza Ellsworth, Maine		
Project 6508	Sheet	C-1.16
Date 7/24/26		
Scale -		

STABILIZED CONSTRUCTION EXIT



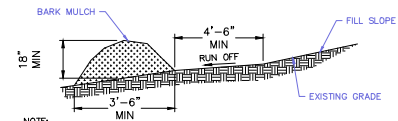
SILT FENCE



- NOTES:
1. SILT FENCE SHALL BE PLACED ON SLOPE CONTOURS TO MAXIMIZE PONDING EFFICIENCY.
 2. INSPECT AND REPAIR FENCE AFTER EACH STORM EVENT AND REMOVE SEDIMENT WHEN NECESSARY.
 3. REMOVED SEDIMENT SHALL BE DEPOSITED TO AN AREA THAT WILL NOT CONTRIBUTE SEDIMENT OFF-SITE AND CAN BE PERMANENTLY STABILIZED.

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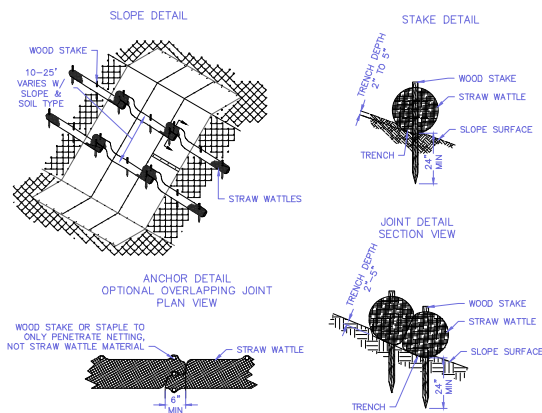
BARK MULCH FILTER BERM



NOTE:
BARK MULCH FILTER BERMS MAY BE USED IN COMBINATION WITH SILT FENCE TO IMPROVE SEDIMENT REMOVAL AND PREVENT CLOGGING OF THE BARK MULCH BERM BY LARGER SEDIMENT PARTICLES. (SILT FENCE PLACED TO FILTER RUNOFF BEFORE BARK MULCH.)

NOT TO SCALE

STRAW WATTLES N.T.S.



- NOTES:
1. SPACING
 - 1:1 SLOPES - 10 FEET APART
 - 2:1 SLOPES - 20 FEET APART
 - 3:1 SLOPES - 30 FEET APART
 - 4:1 SLOPES - 40 FEET APART
 2. ADJUSTMENTS TO BE MADE FOR THE SOIL TYPE. IF THE SOIL IS SOFT AND LOAMY, ROWS SHOULD BE PLACED CLOSER TOGETHER. FOR HARD, ROCKY SOILS, ADJUST THE ROWS FURTHER APART.
 3. TRENCHING
 - USE A HAND TOOL SUCH AS A MADDOX OR PICK TO SCORE THE GROUND. THEN USE A SHOVEL TO DIG THE TRENCH TO THE REQUIRED DEPTH. SOIL FROM THE EXCAVATION CAN BE PLACED ON THE UPHILL SIDE OF THE TRENCH.
 - TRENCH DEPTH:
 - 3-5 INCHES FOR SOFT SOIL
 - 2-3 INCHES FOR HARD SOIL
 4. STAKING
 - 25 FOOT WATTLES - USE 6 STAKES
 - 20 FOOT WATTLES - USE 5 STAKES
 - 12 FOOT WATTLES - USE 4 STAKES
 - DRIVE STAKES THROUGH THE MIDDLE OF EACH WATTLE, LEAVING 2-3 INCHES OF STAKE PROTRUDING ABOVE THE WATTLE TO PREVENT HEAVY LOADS OF SEDIMENT FROM PICKING THE WATTLE UP AND OFF OF THE STAKES.

General Notes

FOR CONSTRUCTION

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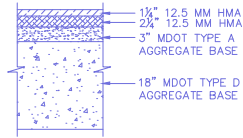
Record Owner and Address
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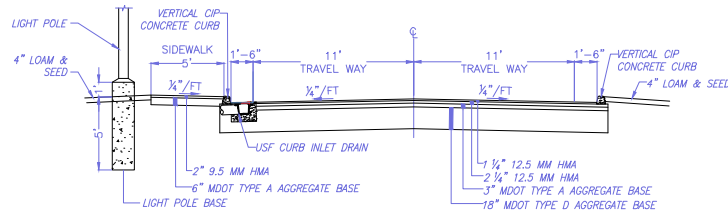
Project Name and Address
EROSION CONTROL DETAILS
MERRILL LANE EXTENSION
Prepared For:
CITY OF ELLSWORTH
1 City Hall Plaza
Ellsworth, Maine

Project 6508	Sheet C-1.17
Date 7/24/26	Scale AS NOTED

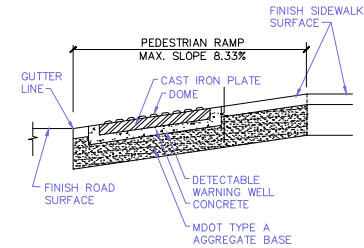
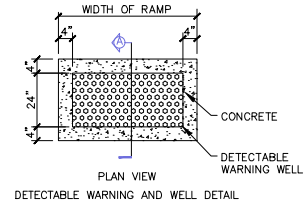
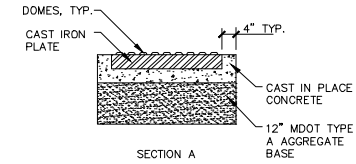
TYPICAL PAVEMENT CROSS-SECTION
SCALE: 1"=1'



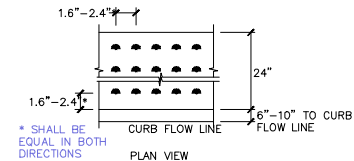
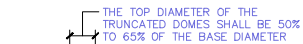
TYPICAL ROAD SECTION
SCALE: 1"=4'



DETECTABLE WARNING PLATE DETAILS
N.T.S.

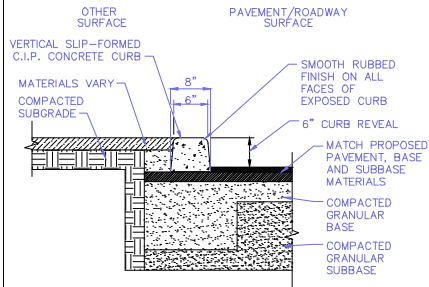


SIDE SECTION VIEW OF
DETECTABLE WARNING, WELL, GUTTER LINE

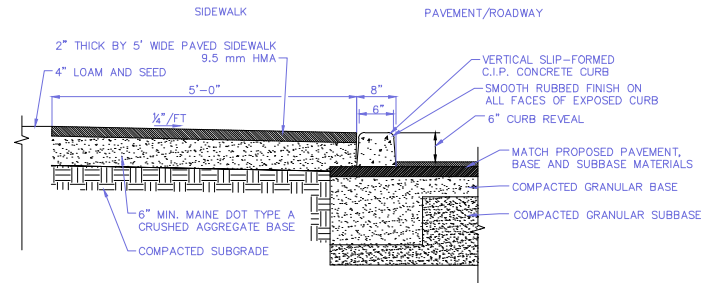


DOMES AND DETECTABLE WARNING DETAILS

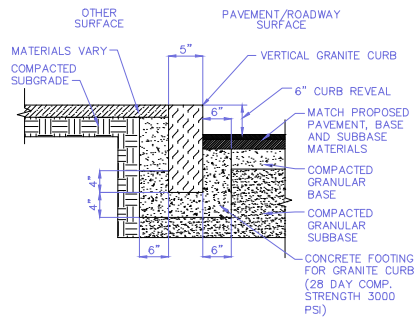
VERTICAL SLIP-FORM CAST IN
PLACE CONCRETE CURBING
N.T.S.



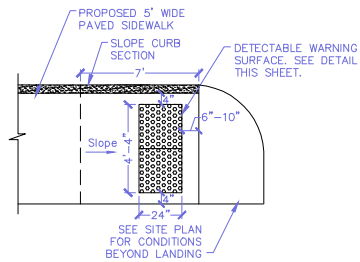
PAVED SIDEWALK & CAST IN PLACE
CONCRETE SLIP FORM CURB
SCALE: 1"=1'



ALTERNATE 1
GRANITE CURB
N.T.S.

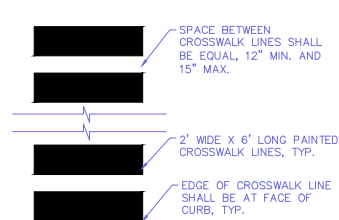


DETECTABLE WARNING TILE LAYOUT DETAIL
N.T.S.



NOTE: SEE SITE PLAN FOR SIDEWALK LAYOUT CONDITIONS

CROSSWALK MARKING DETAIL
N.T.S.



General Notes

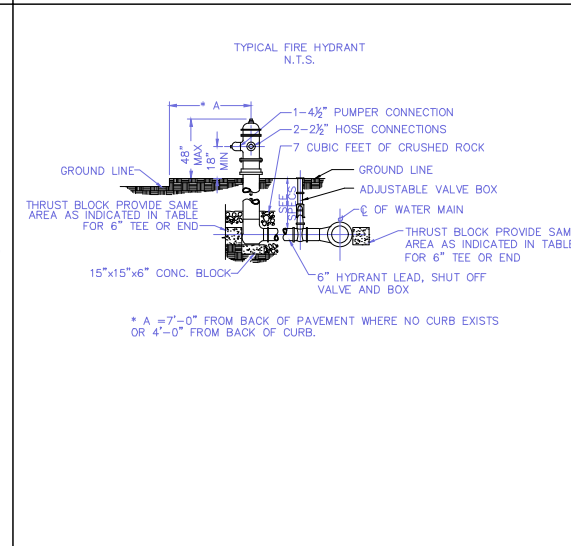
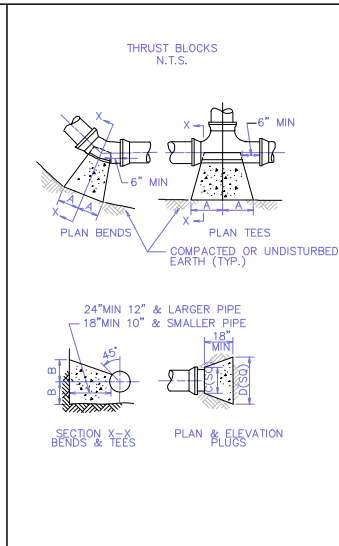
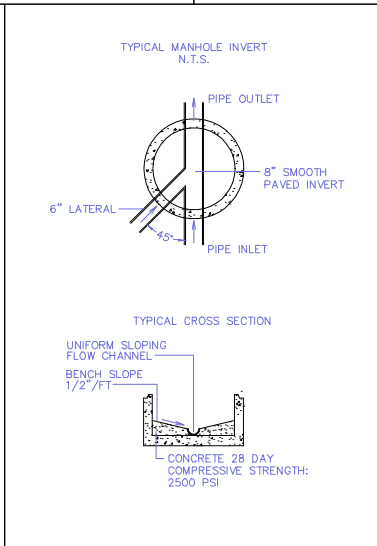
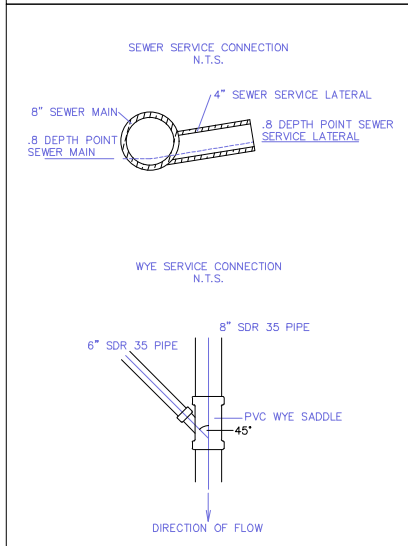
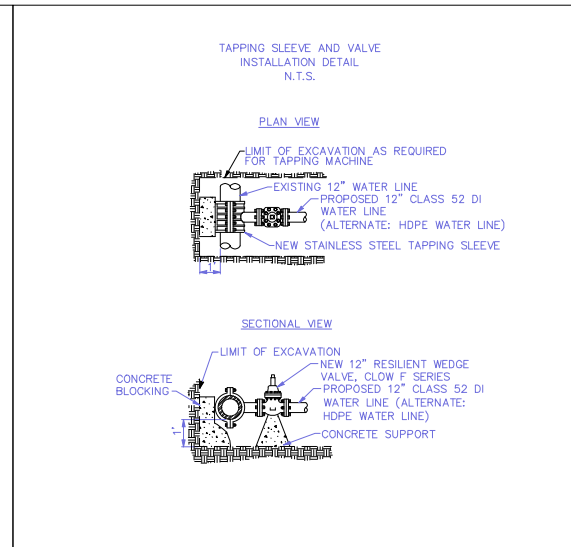
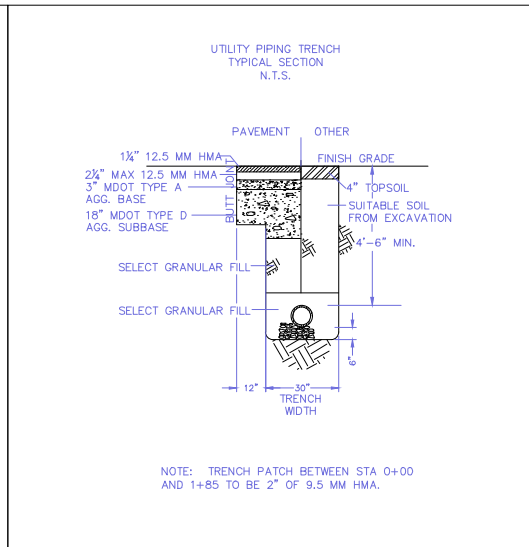
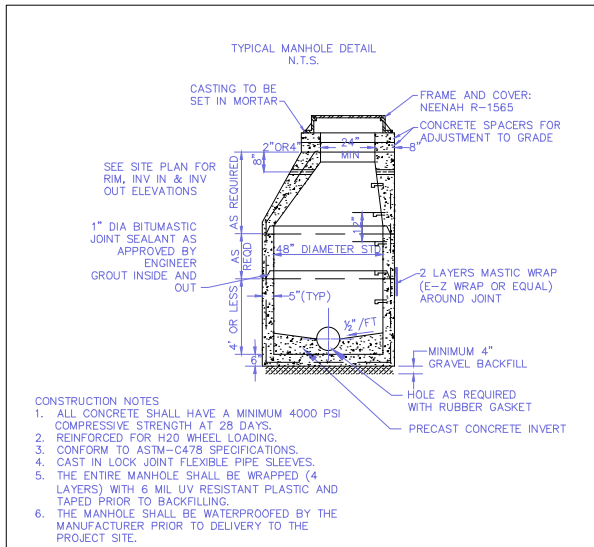
FOR CONSTRUCTION

Record Owner and Address
CITY OF ELLSWORTH
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ELLSWORTH, ME 04605

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ROAD CONSTRUCTION DETAILS
MERRILL LANE EXTENSION
Prepared For:
CITY OF ELLSWORTH
1 City Hall Plaza
Ellsworth, Maine

Project 6508
Date 7/24/26
Scale AS NOTED
Sheet C-1.18



General Notes

FOR CONSTRUCTION

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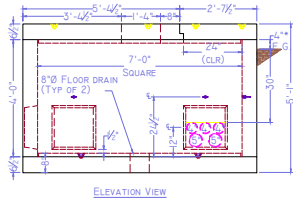
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UTILITY CONSTRUCTION DETAILS
MERRILL LANE EXTENSION
Prepared For:
CITY OF ELLSWORTH
1 City Hall Plaza
Ellsworth, Maine

Project 6508	Sheet C-1.19
Date 7/24/26	
Scale AS NOTED	

8'x8' 3-PHASE (500-750KVA)
TRANSFORMER PAD
SCALE: 1/2"=1'



*GRADE RECOMMENDED PER EREMA MAINE,
TO PREVENT WATER INFILTRATION

NOTE:
CONDUIT DEPTH 30" PER NEC CONDUIT
DEPTH 36" ON MDOT PROJECTS,
THIS MAY REQUIRE A CUSTOM HEIGHT
VAULT

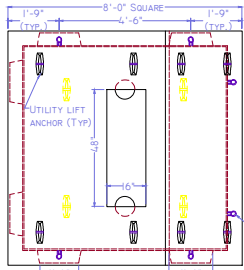
*Dimension is taken from bottom of tank

Manufacturing Notes

- 1.1. CONCRETE COMPRESSIVE STRENGTH: 5000PSI @ 28 DAYS
- 1.2. AIR ENTRAINMENT: 4-6%
- 1.3. GRADE 60 REINFORCEMENT
- 1.4. DESIGNED FOR 300PSF LOADING
- 1.5. CONTRACTOR TO SUPPLY TRANSFORMER/CABINET LOADING SPECIFICATIONS
- 1.6. THREADED INSERTS FOR PULLING EYES TO BE ~3 1/2" ABOVE KNOCKOUTS
- 1.7. OPENINGS BELOW REMOVABLE COVER FOR PRIMARY ONLY

Physical Specifications

Base Slab Weight: 6,018 lbs
Barrel Weight: 8,209 lbs
Top Slab (Access Side) Weight: 1,920 lbs
Top Slab (T-Pad Side) Weight: 3,625 lbs

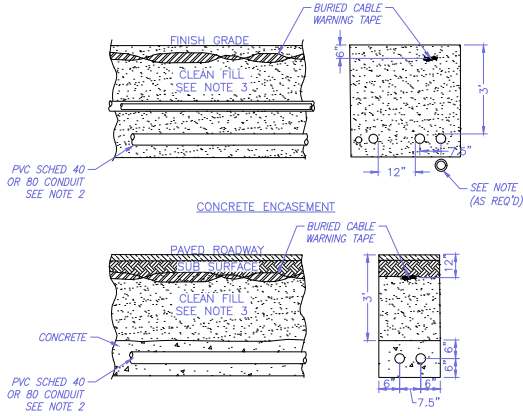


PLAN VIEW

ACI CATALOG DRAWINGS ITEM#: 321020
REVISION #: 0.01 REVISION DATE: 5/7/2020

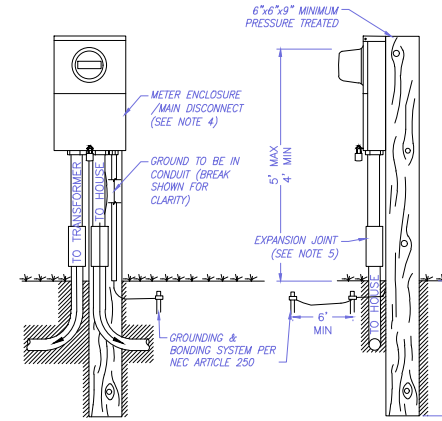
TRENCH & CONDUIT DEPTH FOR PRIMARY
UNDERGROUND INSTALLATION
NOT TO SCALE

TYPICAL URD CONDUIT TRENCHES



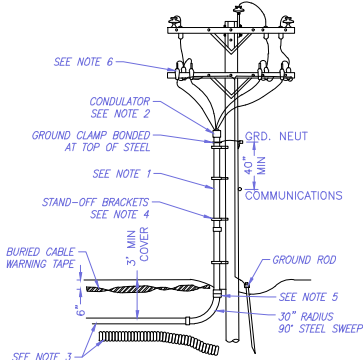
- NOTES:
1. TELEPHONE AND CABLE T.V. PLUS OTHER COMMUNICATION CABLES AND DUCT. NO WATER LINES, GAS LINES, OR SEWER LINES IN SAME TRENCH
 2. ONLY PVC SCH 40 OR 80 CONDUIT UNLESS OTHERWISE APPROVED. MINIMUM ALLOWED CONDUIT SIZES:
PRIVATELY OWNED - SINGLE PHASE: 2" DUCT
THREE PHASE: 4" DUCT (5" FOR 35KV)
BHE CO. OWNED - SINGLE PHASE FACILITIES: 4" DUCT
THREE PHASE FACILITIES: 4" DUCT (5" FOR 35KV)
 3. CLEAN FILT MUST CONTAIN NO CONSTRUCTION DEBRIS OR ROCK OVER 4" IN DIAMETER.
 4. OPTIONAL TO SET BHE DUCT VERTICAL WHEN INSTALLING 2 DUCTS (MAINTAIN CLEARANCE AND DEPTH) TOP CONDUIT 3'.
 5. CONCRETE ENCASED DUCTS MUST BE FORMED.

100 - 200 AMP OUTDOOR
UNDERGROUND METERING PEDESTAL
NOT TO SCALE



- NOTES:
1. THE METER ENCLOSURE SHOULD BE APPLICABLE FOR UNDERGROUND APPLICATION.
 2. THE TOTAL CABLE RUN FOR THE METER PEDESTAL TO THE TRANSFORMER SHOULD NOT BE MORE THAN 300'. VERSANT POWER WILL NOT GUARANTEE PROPER VOLTAGE OVER 300'.
 3. THE PEDESTAL LOCATION MUST BE APPROVED BY VERSANT POWER W/ REGARD TO ACCESSIBILITY.
 4. A COMBINATION METER ENCLOSURE/DISCONNECT IS RECOMMENDED. DISCONNECT PER 230.70, 230.71 & 230.85 REQUIRED.
 5. ABOVE GROUND EXPANSION JOINTS REQUIRED.

TERMINAL POLE EXCEPT PUBLIC WAY
THREE PHASE 15KV & 35 KV
NOT TO SCALE



- NOTES:
1. R.M.C.-RIGID METAL CONDUIT, GALV. -- I.M.C.-INTERMEDIATE METAL CONDUIT, GALV. SEE STANDARD #2217 FOR CONDUIT SIZE.
 2. CONDUIT NEED ONLY TO EXTEND ABOVE NEUTRAL WIRE, BUT ALWAYS MUST BE 3'-4" OR MORE ABOVE COMMUNICATION CABLES.
 3. DRAINAGE HOLES IN DUCT LINE AND SUB DRAIN REQUIRED.
 4. STAND-OFF BRACKETS REQUIRED.
 5. THREADLESS COUPLING MAY BE USED WITH BHE CO. APPROVAL.
 6. SPARE TERMINATOR IF NEEDED.

NOTE: Precast concrete structures will be supplied and placed by owner along with any required drainage and site prep. Trenching, backfill, surface restoration will be by owner. Concrete for encasement where indicated will be supplied/ placed by owner. Owner will supply and place lighting pole precast concrete bases.

Bidder shall be responsible for:

All conduits and fittings, new utility pole with conductors and hardware, any underground wire and cables which are not supplied by utilities, metal lighting poles and fixtures, grounding per current standards, service equipment and wooden pedestal as indicated, coordination with Versant, Consolidated/Fidium, Spectrum.

Bidder should acquire a City of Ellsworth Electrical Permit (at no fee) and arrange for timely inspections.

- 1) CONDUIT shall be PVC Schedule 40 throughout, except where otherwise specified. All joints shall be glued and made up tight. Bell ends shall be utilized in all transformer enclosures/pull box enclosures. Use factory standard radius sweep bends. Conduit support "chairs" shall be used where concrete encasement is indicated. The chairs shall allow a minimum of 2" spacing off trench bottom, and shall be placed at 6ft intervals. #3 rebar shall be driven at angles every other chair to anchor and to prevent "floating". Conduits shall also be fastened to chairs to help prevent "floating". Trench warning ribbon (" DANGER ELECTRICAL BELOW") shall be installed when backfilling trench, 12" below finished grade.
- 2) PRIMARY CABLE shall be #2 AL 15KV and acceptable to Versant Power.
- 3) SECONDARY CONDUCTORS for lighting shall be copper type THHN/THWN. Maintain same color coding (based on NEC) throughout system.
- 4) GALVANIZED METAL CONDUITS for all 4 pole risers. Galvanized 90-degree sweep at pole base for all 4 conduit risers. Bond all risers together and connect to Versant down ground at pole. PVC Conduit may be utilized above first 10ft galvanized conduit.
- 5) GROUNDING: Special attention is called to Versant spec for grounding at transformer bases and at pole and service pedestal. Grounding otherwise shall meet NEC. Each steel light pole shall be earthed with a ground rod and #6 bare copper in PVC cast into the concrete base.
- 6) STREET LIGHTING poles shall be round 25 ft steel poles with factory-supplied base covers and anchor bolts and templates. Anchor bolts and templates shall be delivered to Owner for inclusion in precast concrete bases. Contractor will mount fixtures and poles plumb and level on base per manufacturers specs, wire up pole for fixture, connect to underground circuit. Conduit system for streetlights shall be 1" PVC sched 40 conduits with 2 #8 THHN/THWN copper and 1 #10 THHN/THWN copper. Basis of Design is RAB #PR4-11-25WT pole, RAB #KAI-SF-KIT pole fitter, RAB # KAI-31200 fixture with twist lock 208/240V photocell. Alternates if submitted as equal will be evaluated prior to award.
- 7) SERVICE FOR STREETLIGHTING shall consist of a 100amp 120/240 or 120/208 (with 5" jaw kit) meter enclosure/distribution breaker and be supplied with 1-30A 2-pole circuit breakers. Unit shall be mounted on pedestal constructed of two 4 x 6 or 6 x 6 nominal pressure treated earth contact timbers. Service at pedestal shall be grounded per Versant and NEC standards; service shall be fed from nearest transformer base as indicated on Drawing sheet C-1.12. Conduit for this service shall be 2"Sched 40 PVC with 3 - #2 Aluminum XHHW conductors. Expansion fittings shall be installed per Versant Standards drawing 2709.
- 8) UTILITY POLE shall be 45ft minimum treated pole to meet Versant specifications, and shall be installed with all necessary crossarms, hardware and grounding for 3 phase 15KV primary terminal pole. Sufficient conductor shall be supplied to reach existing line pole and as specified by Versant. This pole may require ledge hole and rock anchor. Coordinate with owner and Versant. Versant Planner for this project is Josh Buxton (207-356-9163)
- 9) Install COMMUNICATIONS CONDUIT SYSTEM(S) for distribution as per drawings. Install pull strings (200# tensile) in all conduits and plug or cap to prevent foreign objects from entering. Install one 4" conduit for Consolidated Communications/Fidium and one 4" conduit for Spectrum Cable. Conduits to rise for pedestal placement per drawings. Coordinate with Consolidated/Fidium - Jason Holyoke (207-843-0262)

General Notes

FOR CONSTRUCTION

No.	Revision/Issue	Date

Record Owner and Address
CITY OF ELLSWORTH
1 CITY HALL PLAZA
ELLSWORTH, ME 04605

Prep Name and Address
Andrew McCullough
Engineering Consultants
93 Bucksport Road
Ellsworth, ME
207-667-6551
mccengr@gmail.com

Project Name and Address
UTILITY CONSTRUCTION DETAILS
MERRILL LANE EXTENSION
Prepared For:
CITY OF ELLSWORTH
1 City Hall Plaza
Ellsworth, Maine

Project 6508	Sheet C-1.20
Date 7/24/26	
Scale AS NOTED	

VEGETATED UNDERDRAIN SOIL FILTER SPECIFICATIONS:

PART 1: GENERAL

CONSTRUCTION OF THE FILTER SHALL CONFORM TO THE STANDARDS IN STORMWATER MANAGEMENT FOR MAINE, VOLUME III: BMP'S TECHNICAL DESIGN MANUAL, CHAPTER 7 FILTRATION BMP'S.

PART 2: PRODUCTS

UNDERDRAIN PIPE: PIPE SHALL CONFORM TO ASTM D 3034 WITH DIMENSION RATION SDR 35. RUBBER GASKETS SHALL CONFORM TO ASTM D3212 AND F477. STANDARD LAYING LENGTHS SHALL BE 13 FT. THE PIPE SHALL BE COLORED GREEN TO IDENTIFY IT. PERFORATIONS SHALL BE 1/2" DIA. HOLES, 5' ON CENTER, 2 ROWS 120 DEGREES APART. DIAMETER 4" INCHES.

OUTLET PIPE: PIPE SHALL CONFORM TO THE STANDARDS LISTED FOR UNDERDRAIN PIPE SPECIFIED ABOVE EXCEPT WITHOUT PERFORATIONS.

30 MIL POLY LINER

PIPE BEDDING

UNDERDRAIN BEDDING MATERIAL SHALL CONSIST OF CRUSHED STONE MEETING MDOT SPECIFICATION 703.22 UNDERDRAIN TYPE C FOR UNDERDRAIN BACKFILL MATERIAL.

SOIL FILTER BED:

SOIL FILTER MEDIA

MATERIAL	MIXTURE BY VOLUME	SPECIFICATION
SAND	50% - 55%	MDOT SPECIFICATION #703.01 FINE AGGREGATE FOR CONCRETE
TOPSOIL	20% - 30%	LOAMY SAND TOPSOIL WITH MINIMAL CLAY CONTENT AND BETWEEN 15-25% FINES PASSING THE #200 SIEVE
MULCH	20% - 30%	MODERATELY FINE, SHREDDED BARK OR WOOD FIBER MULCH WITH LESS THAN 5% PASSING THE 200 SIEVE

SEED MIX: ERNST SEEDS - RETENTION BASIN WILDLIFE MIX ERNMX-127

Mix Composition:

30.0% Panicum clandestinum, Tioga (Deertongue, Tioga)
29.5% Carex vulpinoidea, PA Ecotype (Fox Sedge, PA Ecotype)
20.0% Elymus virginicus, Madison-NY Ecotype (Virginia Wildrye, Madison-NY Ecotype)
7.0% Carex lurida, PA Ecotype (Lurid Sedge, PA Ecotype)
7.0% Carex scoparia, PA Ecotype (Blunt Broom Sedge, PA Ecotype)
3.0% Verbena hastata, PA Ecotype (Blue Vervain, PA Ecotype)
1.5% Juncus effusus (Soft Rush)
0.5% Agrostis perennans, Albany Pine Bush-NY Ecotype (Autumn Bentgrass, Albany Pine Bush-NY Ecotype)
0.5% Asclepias incarnata, PA Ecotype (Swamp Milkweed, PA Ecotype)
0.3% Scirpus cyperinus, PA Ecotype (Woolgrass, PA Ecotype)
0.2% Helenium autumnale, PA Ecotype (Common Sneezeweed, PA Ecotype)
0.1% Aster novae-angliae, PA Ecotype (New England Aster, PA Ecotype)
0.1% Aster puniceus, PA Ecotype (Purplestem Aster, PA Ecotype)
0.1% Aster umbellatus, PA Ecotype (Flat Topped White Aster, PA Ecotype)
0.1% Eupatorium perfoliatum, PA Ecotype (Boneset, PA Ecotype)
0.1% Lobelia siphilitica, PA Ecotype (Great Blue Lobelia, PA Ecotype)

PART 3: EXECUTION

THE AREA OF THE SOIL FILTER SHALL BE EXCAVATED TO THE LINES AND GRADES SHOWN ON THE PLAN.

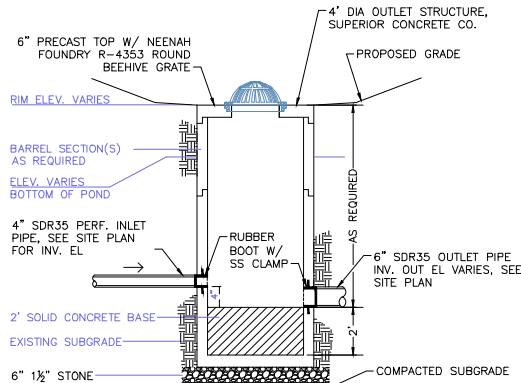
THE 30 MIL POLY LINER SHALL BE PLACED PRIOR TO PLACING THE MATERIALS FOR THE FILTER TO PROVIDE SEPARATION BETWEEN THE NATURAL SOILS AND CONSTRUCTED MEDIA. SEAMS SHALL BE LAPPED A MINIMUM OF 12 INCHES.

THE UNDERDRAIN BEDDING MATERIAL AND PERFORATED PIPING SHALL BE INSTALLED OVER THE POLY LINER. AT LEAST 4 INCHES OF BEDDING MATERIAL SHALL BE PLACED BEFORE INSTALLING THE PIPING. AT LEAST 4 INCHES OF BEDDING MATERIAL SHALL COVER THE PIPING.

THE PERFORATED PIPING SHALL BE INSTALLED AT 4' ON CENTER. THE UNDERDRAIN FILTER PIPE SHALL BE INSTALLED WITH A SLOPE OF 1 PERCENT MINIMUM. A VENT SHALL BE INSTALLED IN THE UNDERDRAIN PIPING SYSTEM.

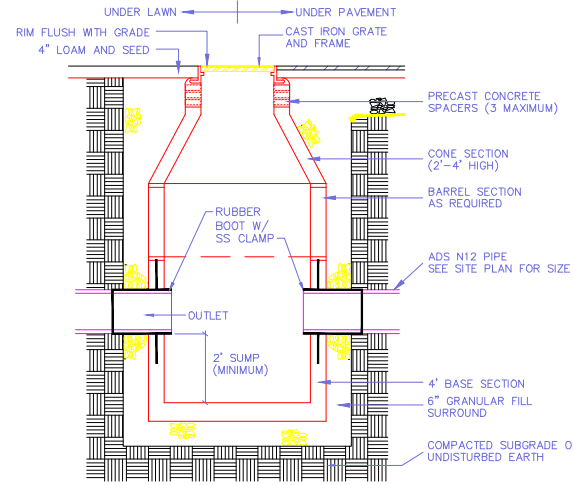
THE SOIL FILTER BED SHALL BE INSTALLED AS THE PRIMARY FILTER MEDIA ABOVE THE PIPE BEDDING MATERIAL. THE SOIL FILTER BED SHALL HAVE A MINIMUM THICKNESS OF 12 INCHES. IT SHALL BE A UNIFORM MIX, FREE OF STONES, STUMPS, ROOTS OR OTHER SIMILAR OBJECTS LARGER THAN TWO INCHES. THE MIXTURE SHALL HAVE MINIMAL CLAY CONTENT AND CONTAIN BETWEEN 5 AND 15 PERCENT FINES PASSING THE #200 SIEVE. CARE SHALL BE TAKEN TO AVOID COMPACTION OF THE GRAVEL AND SOIL FILTER. IT SHALL CONTAIN NO MATERIALS THAT MAY BE HARMFUL TO PLANT GROWTH.

TYPICAL FILTRATION POND OUTLET STRUCTURE

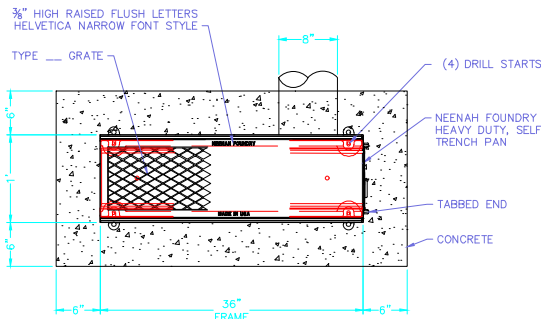


- NOTES:
1. CONCRETE: 4000 PSI MIN. AT 28 DAYS
 2. REINFORCING: 0.18 IN. SQ./LF.
 3. INSTALL ON LEVEL BED OF 6" THICK 1 1/2" STONE
 4. THE INLETS AND OUTLETS SHALL BE EQUIPPED WITH A RUBBER BOOT

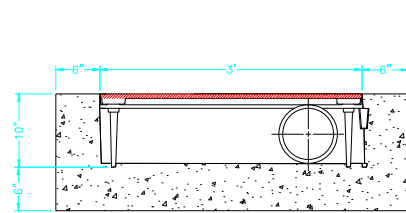
PRECAST CATCH BASIN DETAIL



USF CURB DRAIN INLET DETAIL N.T.S.



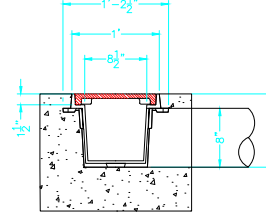
PLAN VIEW



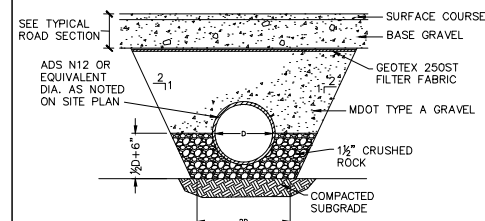
PROFILE



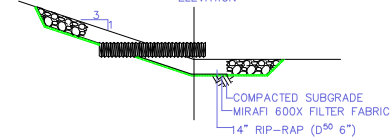
SECTION



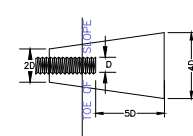
TYPICAL STORMDRAIN SECTION SCALE: N.T.S.



PIPE INLET/OUTLET PROTECTION ELEVATION



PIPE OUTLET PROTECTION PLAN VIEW



NOTE: LENGTH=50 FOR OUTLET PROTECTION
LENGTH=20 FOR INLET PROTECTION

General Notes

FOR CONSTRUCTION

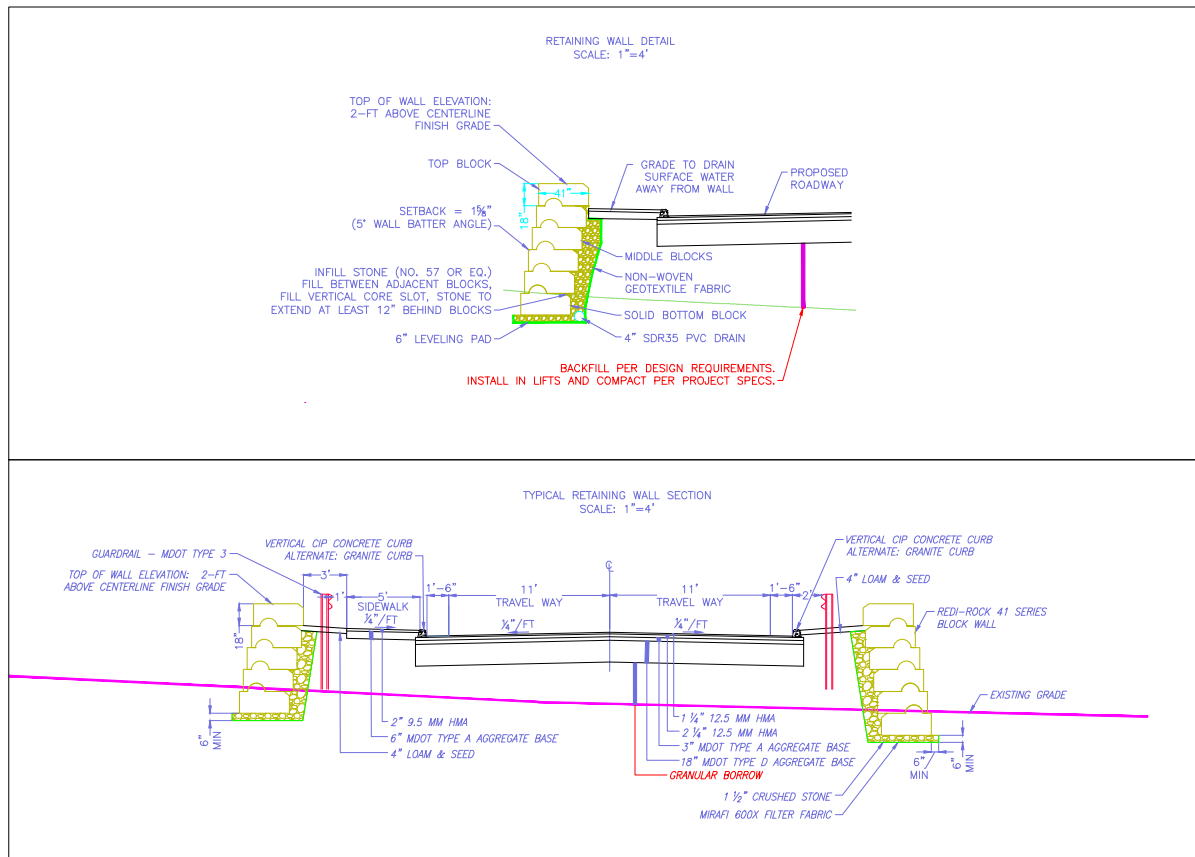
No.	Revision/Issue	Date

Record Owner and Address
CITY OF ELLSWORTH
1 CITY HALL PLAZA
ELLSWORTH, ME 04605

Prep Name and Address
Andrew McCullough
Engineering Consultants
93 Bucksport Road
Ellsworth, ME
207-667-6551
mccengr@gmail.com

Project Name and Address
STORMWATER DETAILS
MERRILL LANE EXTENSION
Prepared For:
CITY OF ELLSWORTH
1 City Hall Plaza
Ellsworth, Maine

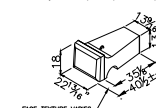
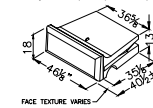
Project	6508	Sheet
Date	7/24/26	C-1.21
Scale	NOT TO SCALE	



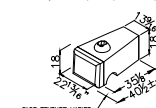
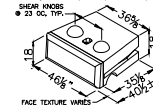
REDI-ROCK 41" SERIES

RETAINING BLOCKS Block Library

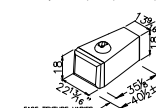
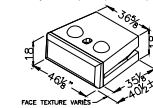
R-41T 41" (1030mm) TOP *	R-41HT 41" (1030mm) HALF TOP *
Face Texture: Cobble / Limestone / Kongsberg / Limestone	Face Texture: Cobble / Limestone / Kongsberg / Limestone
Block Weight: 1750 lb (790 kg) 1850 lb (850 kg)	Block Weight: 770 lb (350 kg) 740 lb (330 kg)
Block Volume: 12.22 ft³ (0.343 m³) 11.73 ft³ (0.332 m³)	Block Volume: 5.38 ft³ (0.15 m³) 5.14 ft³ (0.15 m³)
Center of Gravity: 21.3" (540 mm) 20.6" (522 mm)	Center of Gravity: 22.4" (568 mm) 21.6" (550 mm)



R-41M 41" (1030mm) MIDDLE	R-41HM 41" (1030mm) HALF MIDDLE
Face Texture: Cobble / Limestone / Kongsberg / Limestone	Face Texture: Cobble / Limestone / Kongsberg / Limestone
Block Weight: 2310 lb (1050 kg) 2240 lb (1020 kg)	Block Weight: 1020 lb (460 kg) 990 lb (450 kg)
Block Volume: 16.14 ft³ (0.457 m³) 15.80 ft³ (0.443 m³)	Block Volume: 7.14 ft³ (0.20 m³) 6.90 ft³ (0.20 m³)
Center of Gravity: 20.4" (518 mm) 19.8" (504 mm)	Center of Gravity: 21.4" (543 mm) 20.8" (528 mm)



R-41B 41" (1030mm) BOTTOM	R-41HB 41" (1030mm) HALF BOTTOM
Face Texture: Cobble / Limestone / Kongsberg / Limestone	Face Texture: Cobble / Limestone / Kongsberg / Limestone
Block Weight: 2440 lb (1100 kg) 2370 lb (1070 kg)	Block Weight: 1080 lb (490 kg) 1050 lb (480 kg)
Block Volume: 17.08 ft³ (0.483 m³) 16.36 ft³ (0.460 m³)	Block Volume: 7.58 ft³ (0.21 m³) 7.33 ft³ (0.21 m³)
Center of Gravity: 20.7" (527 mm) 20.2" (514 mm)	Center of Gravity: 21.7" (551 mm) 21.2" (538 mm)



- Units for dimensions are inches, typical unless noted otherwise.
- Block production varies with each licensed Redi-Rock manufacturer. Confirm availability before ordering.
- Center of Gravity is measured from the back of block.
- Actual block volumes and weights may vary.
- Weights are based upon a concrete density of 143 lb/ft³ (229 kg/m³).
- Half blocks exclude a fork slot on on-eye side of the block.
- Interface shear studs are typically 10" diameter by 4" tall. Smaller studs elsewhere are available.
- * 41" Top blocks are not typical and used in limited applications.

General Notes

FOR CONSTRUCTION

No. Revision/Issue Date

Record Owner and Address
CITY OF ELLSWORTH
1 CITY HALL PLAZA
ELLSWORTH, ME 04605

Prep Name and Address
Andrew McCullough
Engineering Consultants
93 Bucksport Road
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RETAINING WALL DETAILS
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Prepared For:
CITY OF ELLSWORTH
1 City Hall Plaza
Ellsworth, Maine

Project 6508
Date 7/24/26
Scale AS NOTED
Sheet C-1.22



MEMORANDUM

TO: City Council

FROM: Sara Devlin, Deputy City Manager

DATE: September 28, 2026

RE: Hancock County Judicial Center – Traffic Movement Permit Improvements

Purpose

The purpose of this memorandum is to provide the City Council with an update regarding the Traffic Movement Permit (TMP) associated with the new Hancock County Judicial Center and the coordination between the City of Ellsworth and the State of Maine for completion of the required transportation improvements.

Background

A Traffic Movement Permit is required by the Maine Department of Transportation (MaineDOT) as part of the development of the new Hancock County Judicial Center on Merrill Lane. The State of Maine Judicial Branch is the applicant for the permit and, as the developer of the courthouse project, is responsible for satisfying the mitigation requirements associated with the permit.

MaineDOT issued the Traffic Movement Permit to the State of Maine Judicial Branch on September 8, 2026. The permit identifies several required improvements associated with the courthouse development, including modifications to the High Street/Merrill Lane intersection, changes to adjacent property access, sidewalk improvements, signage, pavement markings, curbing, and related transportation improvements. The required intersection modifications must be completed prior to the courthouse opening to the public.

Supplemental Developer Agreement and City Coordination

The Supplemental Developer Agreement between the City and the State outlines the coordination and respective responsibilities for completing the improvements associated with the Traffic Movement Permit.

The City was identified as the most practical entity to manage this work because the TMP improvements directly overlap with the City's construction of the Merrill Lane Extension. The City will already be managing construction in the immediate project area and will have a contractor mobilized on site.

The City was also identified as the most practical partner to work directly with affected property owners to secure the easements and other property rights necessary to complete the TMP improvements. Several of the required improvements affect existing access points and property adjacent to Merrill Lane and the High Street intersection. Coordinating these discussions through the City provides a local point of contact for property owners and allows easement acquisition, final design, and construction to proceed as one coordinated effort.

Consistent with the Supplemental Developer Agreement, the City will coordinate the final design of the TMP improvements with MaineDOT and manage construction of the improvements in conjunction with the Merrill Lane Extension project. The City could issue a contract modification to complete the TMP work utilizing the contractor already mobilized for the Merrill Lane construction rather than requiring the State to undertake a separate procurement and construction effort within the same project area.

Under this arrangement, the State will reimburse the City for eligible costs associated with completing the TMP improvements, up to \$415,000.

Importantly, this coordination does not shift the underlying TMP obligation to the City. The Traffic Movement Permit is associated with the State's courthouse development, and the required mitigation remains a developer obligation. The Supplemental Developer Agreement establishes the mechanism through which the City will assist the State in implementing those requirements.

Benefits of the Coordinated Approach

Coordinating the TMP improvements with the Merrill Lane Extension provides both practical and financial efficiencies. The City can coordinate property-owner discussions, easement acquisition, final design, MaineDOT review, construction sequencing, and traffic control as part of a single construction effort.

The City previously identified the potential for these efficiencies when evaluating the TMP improvements associated with the Merrill Lane site. Because the roadway extension and intersection improvements are directly related, utilizing the same contractor can reduce or eliminate duplicate mobilization, traffic control setup, equipment transportation, project administration, and other contractor overhead.

This approach also provides greater continuity between the design of the Merrill Lane Extension and the improvements required under the TMP, particularly where the two projects physically intersect.

Financial Impact

Pursuant to the coordinated approach outlined in the Supplemental Developer Agreement, the State will reimburse the City for eligible costs associated with the TMP work up to \$415,000.

City staff will separately track costs associated with the TMP improvements to ensure eligible expenses are appropriately documented for reimbursement. Costs associated solely with construction of the Merrill Lane Extension will continue to be accounted for separately as part of the City's project.

Next Steps

City staff will continue coordinating with the State, MaineDOT, the project engineers, and affected property owner to finalize the design, secure the necessary easements and property rights, and incorporate the TMP improvements into the overall construction schedule.

This approach implements the coordination contemplated by the Supplemental Developer Agreement, maintains the State's responsibility for the TMP requirements associated with its development, and allows the City to efficiently coordinate the work with the Merrill Lane Extension already underway.



STATE OF MAINE
DEPARTMENT OF TRANSPORTATION
16 STATE HOUSE STATION
AUGUSTA, MAINE 04333-0016

Janet T. Mills
GOVERNOR

Dale F. Doughty
COMMISSIONER

Applicant: State of Maine Judicial Branch
Project Location: Merrill Lane, Ellsworth
Ellsworth Tax Map #21, Lot #15
Project: Proposed 64,200 SF Court House
Identification #: Reg. 04-000237-A-N
Permit Category: Over 200 PCE
Traffic Engineer: John Q. Adams/Barton & Loguidice, LLC
Attn: John Q. Adams, PE, PTOE
383 US Route 1, Suite 2E, Box 4,
Scarborough, Maine 04074

Pursuant to the provision of 23 M.R.S.A. § 704-A and Chapter 305 of the MaineDOT's Regulations, the Maine Department of Transportation has considered the application of The State of Maine Judicial Branch with supportive data, agency review and other related materials on file.

PROJECT DESCRIPTION

The proposed project includes the development of a 64,200 square foot courthouse located off Merrill Lane in the City of Ellsworth. The development is located on a 17.9 acre parcel that is currently undeveloped. Access to the development will be provided by an entrance that provides a single entering lane and a single exiting lane.

The City of Ellsworth is extending Merrill Lane to provide access to this project. The proposed entrance to the courthouse will be located approximately 1,090 feet northeast of High Street. The City will provide sidewalk along Merrill Lane from High Street to the courthouse site.

The site is estimated to generate 237 vehicle trips during the weekday morning peak hour and 205 vehicle trips during the weekday evening peak hour. The site provides 153 parking spaces to accommodate employees and visitors to the courthouse. Sidewalk is provided along the site entrance and adjacent to the parking lots.

Findings

Based on a review of the files and related information, MaineDOT approves the Traffic Movement Permit Application of State of Maine Judicial Branch subject to the following conditions:

MITIGATION

The following mitigation is intended to describe that conceptually shown on the plans provided within the Traffic Movement Permit Application and listed as follows:

- “Site Plan of Hancock Judicial Center, Merrill Lane Extension” Sheet C-102, prepared by Sebago Technics and stamped and signed by William A. Gerrish with final plan revision dated 1/05/2026.
- “Ellsworth Merrill Lane Extension – Conceptual ADA Improvements” Sheet 1 of 3 prepared by Barton & Loguidice.
- “Ellsworth Merrill Lane Extension – Conceptual Intersection Design” Sheet 1 of 2 prepared by Barton & Loguidice
- “Ellsworth Merrill Lane Extension – High Street Lane-Use Signs” Sheet 3 of 3 prepared by Barton & Loguidice.

If the descriptions contained herein conflict with the plans, these descriptions shall take precedence over the plans. Not all the mitigation discussed herein may be shown on those or any plan. The following mitigation shall be constructed or implemented to MaineDOT’s satisfaction prior to the opening of the facility, unless otherwise approved by MaineDOT.

On-Site Mitigation

Site Entrance

The new facility will be accessed by a single entrance that provides an entrance lane and an exit lane. The width of this driveway will be 24 feet.

Pedestrian Access

Pedestrian access to the facility will be provided with a 5-foot paved sidewalk along the site entrance that connects the new Merrill Lane sidewalk to the internal sidewalks that connect the parking lots to the public entrance of the courthouse. All sidewalks and crosswalks within the site shall be constructed to meet current ADA standards including appropriate cross slopes, sidewalk tip downs, landing areas, and tactile warning surfaces.

Other Safety Items

- A. Standard 30” stop sign and stop bar will be placed at the intersection of the site driveway and Merrill Lane. A stop sign will also be placed at the intersection of the site driveway with the roadway that provides access to staff parking at the northern end of the site.

Off-Site Mitigation

The applicant will provide a fee of \$46,000.00 to the Maine Department of Transportation to complete pedestrian improvements at the intersection of High Street and Merrill Lane as depicted in the plan “Ellsworth Merrill Lane Extension – Conceptual ADA Improvements” Sheet 1 of 3 prepared by Barton & Loguidice. This work will be completed as a part of MaineDOT WIN 027124.00 project

The intersection of High Street and Merrill Lane shall be modified in accordance with the plan labeled, “Ellsworth Merrill Lane Extension – Conceptual Intersection Design” Sheet 1 of 2 prepared by Barton & Loguidice. This work includes the following:

- Construct raised island to separate Merrill Lane from the parking lane on the westerly end of the furniture store.
- Modify access to the furniture store by limiting the southerly access off Merrill Lane to an enter only and the northerly driveway off Merrill Lane to an exit only.
- Modify access to the Key Bank by limiting the southerly driveway off Merrill Lane to an exit only and the northerly driveway off Merrill Lane to an enter only driveway.
- Relocate the driveway from Merrill Lane to L.L. Bean to the north to provide separation between the Key Bank entrance and the L.L. Bean driveway. Provide an entrance from the new L.L. Bean driveway to the Key Bank property to bypass bank drive through lanes.
- Provide continuous sidewalk access along Merrill Lane from High Street to the courthouse site.
- Provide all necessary signage, pavement markings, and curbing necessary to define these changes to access at the intersection.

These intersection modifications must be completed prior to the opening of the courthouse to the public.

Provide lane use signs on High Street as depicted in the plan titled “Ellsworth Merrill Lane Extension – High Street Lane-Use Signs” Sheet 3 of 3 prepared by Barton & Loguidice.

Overall Lighting

The site driveways shall have overhead illumination, if there is existing it shall be upgraded to illuminate the intersection per MaineDOT standards at a minimum. Overhead lighting shall have an average of 0.6 to 1.0 foot candles, with the maximum to minimum lighting ratio of not more than 10:1 and an average to minimum light level of not more than 4:1.

Overall Requirements

A. Provide all necessary auxiliary signs, striping, and pavement markings to implement the improvements described herein according to MaineDOT and/or National standards. All Flashing LED Stop, Stop Ahead, and blank-out signs shall be a minimum of 36" x 36". Flashing LED chevrons shall be a minimum of 30" x 36".

B. All plantings and signs (existing and/or proposed; permanent and/or temporary) shall be placed and maintained such that they do not block available sight distances and do not violate the State's "Installations and Obstructions" law. No signage, plantings, or structures shall be allowed within the "clear zone" if they constitute a deadly fixed object as determined by MaineDOT. All signs shall meet MRSA Title 23, Chapter 21, Section 1914: "On-Premise Signs".

C. If any of the supporting data or representations for which this permit is based changes in any way or is found to be incorrect/inaccurate, the applicant shall request in writing from MaineDOT a decision of what impacts those changes will have on the permit. The applicant will then be required to submit those changes for review and approval and additional mitigation as a result of those changes may be required at the expense of the applicant.

D. If the proposed project affects the State Highway and drainage systems and requires improvement to that system, the applicant must obtain approval of the design plans and coordinate work through MaineDOT's Region Engineer in Bangor, who can be reached by phone at (207) 941-4500.

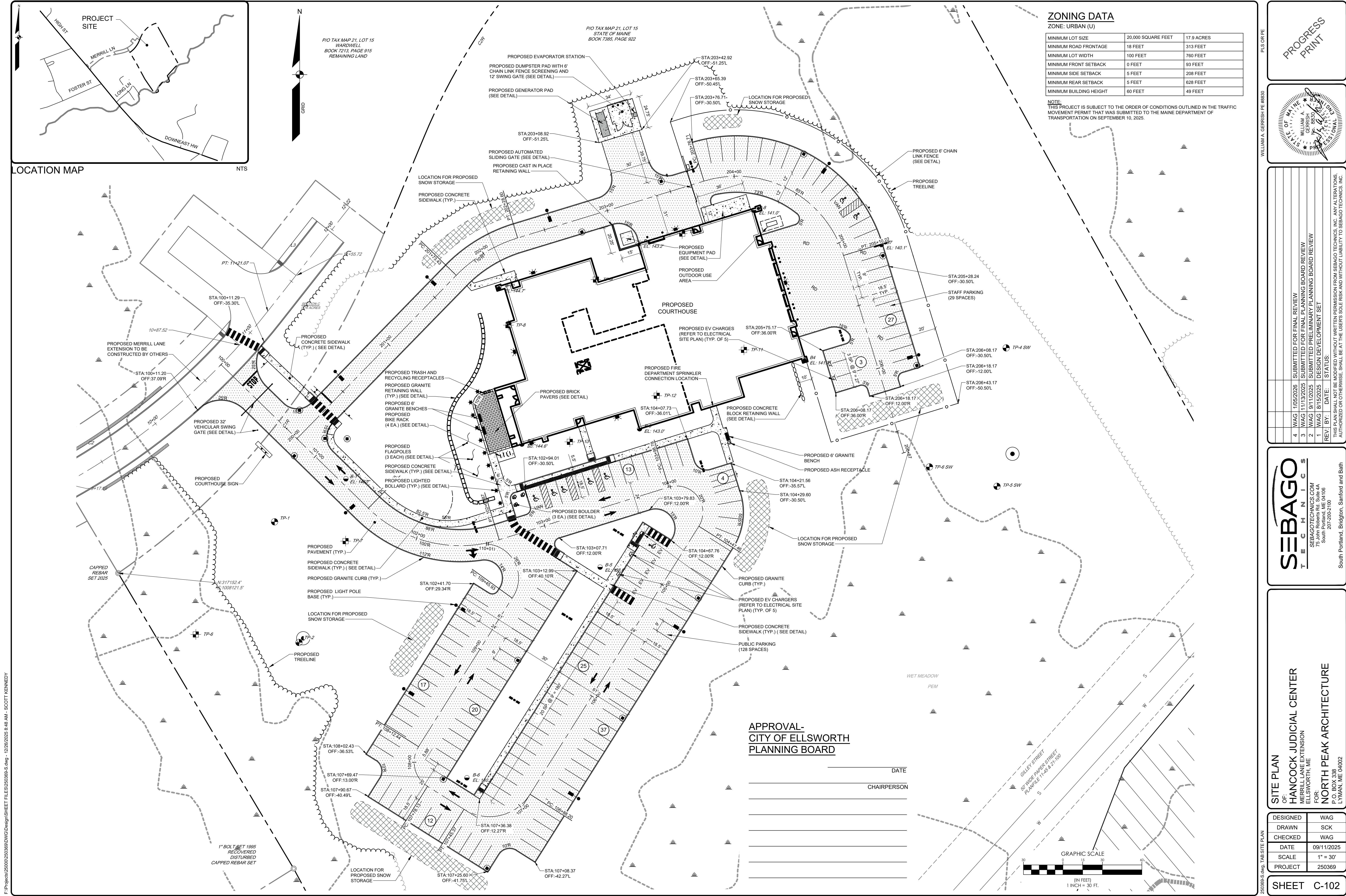
E. This permit will lapse 5 years from the date signed for all development for which building permits have not been issued within Phase 1 development. This permit will lapse 7 years from the date signed for all development for which occupancy permits have not been issued within the Phase 1 development.

By:



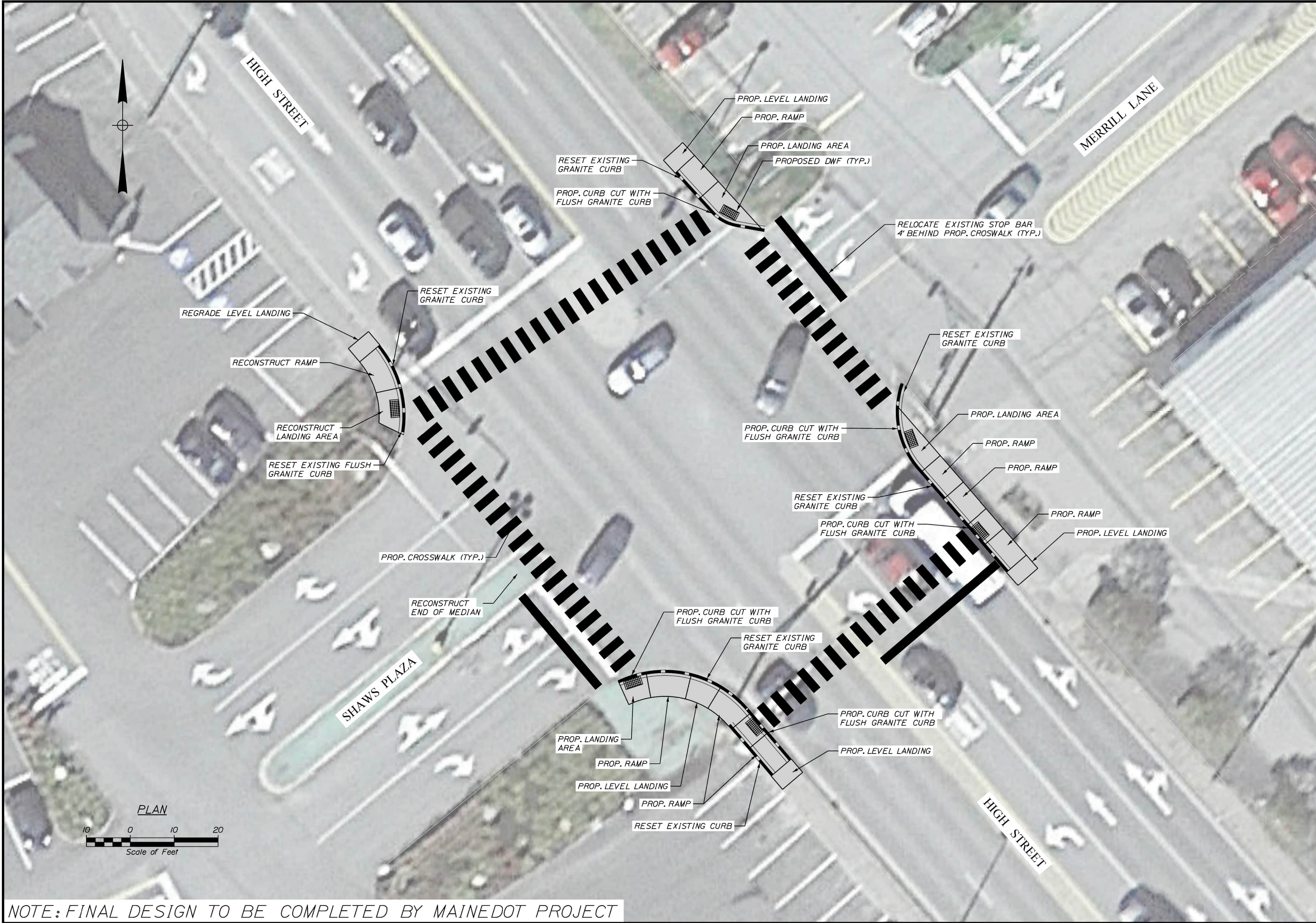
Jeff Pulver, PE, PTOE
Assistant State Traffic Engineer

Date: 9/8/2026



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Barton & Loguidice

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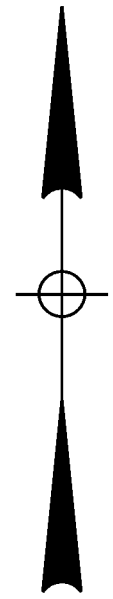
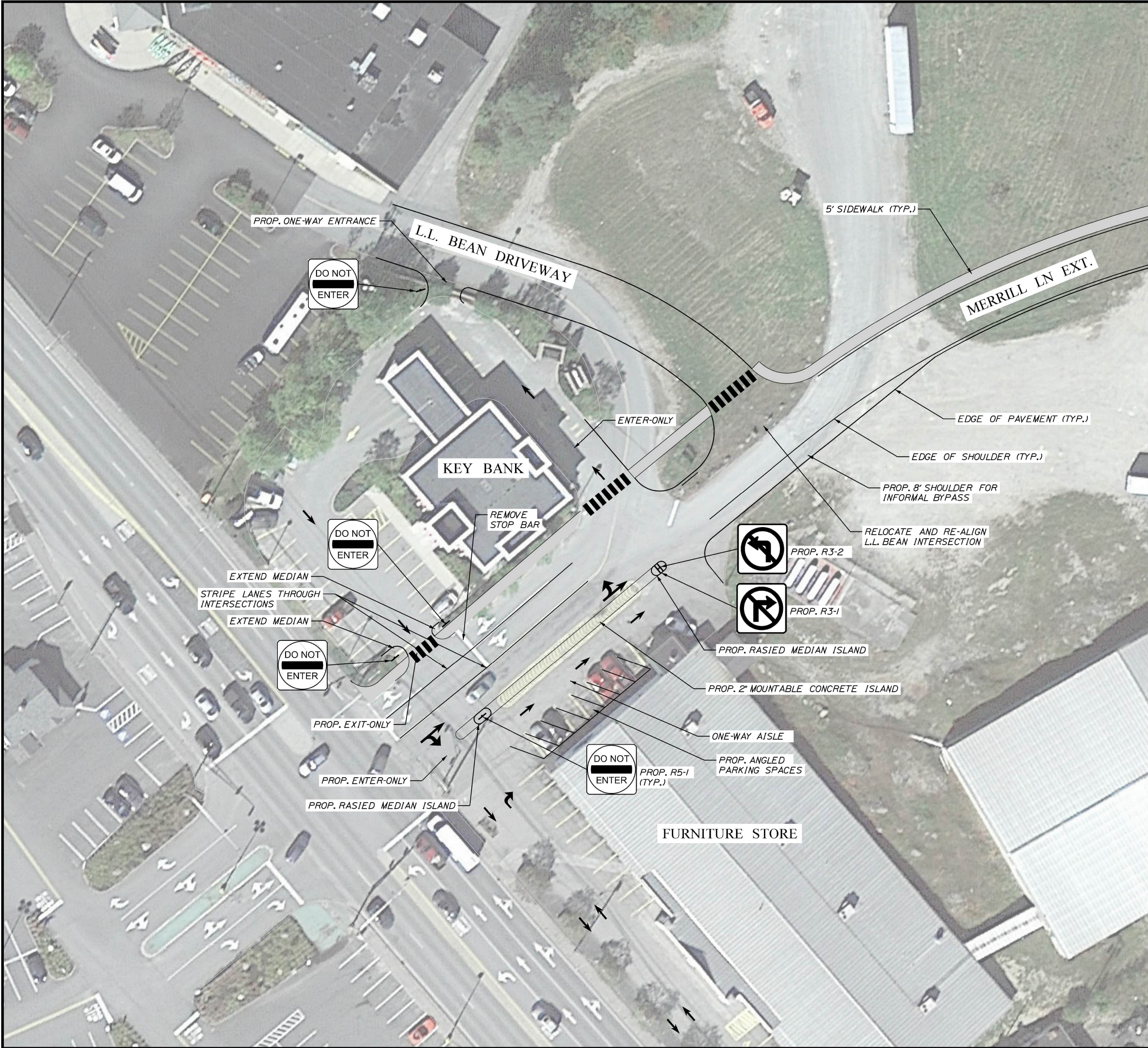
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DESIGN DETAIL	JWS	JDA	11/20/25
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REVISIONS 2			
REVISIONS 3			
REVISIONS 4			
FIELD CHANGES			

ELLSWORTH
MERRILL LANE EXTENSION
CONCEPTUAL ADA IMPROVEMENTS

SHEET NUMBER
1
OF 3

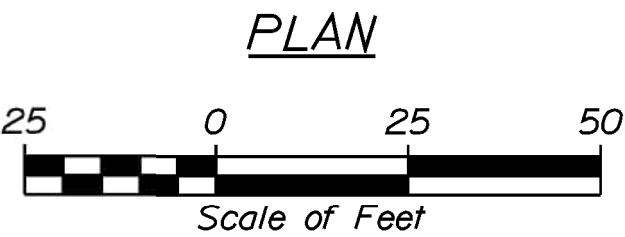
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NOTES:

1. PROPOSED SIGN AND PAVEMENT MARKING WORK TO BE COMPLETED IN ACCORDANCE WITH MAINEDOT STANDARD SPECIFICATIONS AND DETAILS
2. ALL SIGNS TO BE INSTALLED ON BREAKAWAY POST IN ACCORDANCE WITH MAINEDOT REQUIREMENTS.
3. ALL CONFLICTING SIGNS AND MARKINGS TO BE REMOVED.
4. SIGN AND MARKING MATERIAL AND INSTALLATION SHALL MEET MUTCD REQUIREMENTS.
5. FINAL DESIGN TO BE COMPLETED AFTER APPROVAL OF MAINEDOT TRAFFIC MOVEMENT PERMIT.



Barton & Loguidice

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FOR CONSTRUCTION

PROJ. MANAGER	BY	DATE
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CHECKED-REVIEWED	JOA	3/17/26
DESIGN-DETAILED		
DESIGN-DETAILED		
REVISIONS 1		
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REVISIONS 3		
REVISIONS 4		
FIELD CHANGES		

ELLSWORTH
MERRILL LANE EXTENSION

CONCEPTUAL INTERSECTION DESIGN

SHEET NUMBER

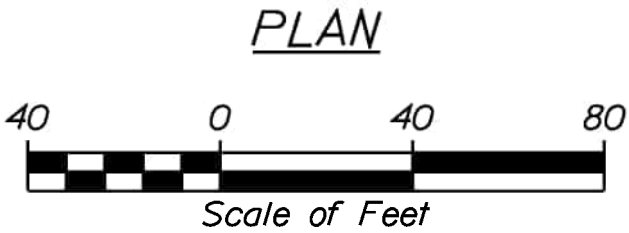
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OF 2



NOTES:

1. PROPOSED SIGN WORK TO BE COMPLETED IN ACCORDANCE WITH MAINEDOT STANDARD SPECIFICATIONS AND DETAILS
2. ALL SIGNS TO BE INSTALLED ON BREAKAWAY POST IN ACCORDANCE WITH MAINEDOT REQUIREMENTS.
3. SIGN MATERIAL AND INSTALLATION SHALL MEET MUTCD REQUIREMENTS.
4. FINAL DESIGN TO BE COMPLETED AFTER APPROVAL OF MAINEDOT TRAFFIC MOVEMENT PERMIT.



ELLSWORTH

MERRILL LANE EXTENSION

HIGH STREET LANE-USE SIGNS

SHEET NUMBER

3

OF 3

Barton

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NOT RELEASED

FOR CONSTRUCTION

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REVISIONS 4		
FIELD CHANGES		



REPORT

24-2384 S

December 20, 2024

Explorations and Geotechnical Engineering Services

Proposed Courthouse
Merrill Lane
Ellsworth, Maine

Prepared For:

Herrick & Salsbury, Inc.
Attention: Steve Salsbury
130 Oak Street, Suite 1
Ellsworth, ME 04605

Prepared By:

S. W. Cole Engineering, Inc.
37 Liberty Drive
Bangor, ME 04401
Tel: (207) 848-5714

www.swcole.com | info@swcole.com

Geotechnical Engineering | Construction Materials Testing | Special Inspections

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Appendix C	Exploration Logs & Key
Appendix D	Laboratory Test Results

24-2384 S

December 20, 2024

Herrick & Salsbury, Inc.
Attention: Steve Salsbury
130 Oak Street, Suite 1
Ellsworth, ME 04605

Subject: Explorations and Geotechnical Engineering Services
Proposed Courthouse
Merrill Lane
Ellsworth, Maine

Dear Steve:

In accordance with our Proposal, dated December 9, 2024, we have performed subsurface explorations for the subject project. This report summarizes our findings and geotechnical recommendations, and its contents are subject to the limitations set forth in Appendix A.

1.0 INTRODUCTION

1.1 Scope and Purpose

The purpose of our services was to obtain subsurface information at the site in order to develop geotechnical recommendations relative to foundations and earthwork associated with the proposed construction. Our scope of services included completion of thirteen test pit explorations, soils laboratory testing, a geotechnical analysis of the subsurface findings, and preparation of this report.

1.2 Site and Proposed Construction

The site is located at the eastern extents of Merrill Lane, in Ellsworth, Maine. The overall site includes undeveloped wooded and field areas. Based on the provided Conceptual Layout Plan (Plan), received in AutoCAD format on December 11, 2024, we understand the site includes identified wetland and upland areas. Based on the Plan, we understand the overall site generally slopes downward from east to west from about

elevation 145 to 140 feet (project datum), with a north to south oriented ravine bisecting the site that slopes downward to about elevation 135 feet.

Based on our conversations and the Plan, we understand development plans call for the construction of a new courthouse with associated access drives and parking areas. We understand design is in the planning stages with current concepts including a two-story steel and masonry structure occupying a footprint of about 50,000 square feet.

We understand the current development concept (received from the project architect on December 19, 2024) may include a basement area below the building. We understand the building will be supported by spread footing foundations and include on-grade floor slabs and basement floor slabs. We understand the first-floor level is proposed at a Finish Floor Elevation (FFE) at about 145 to 146 feet. We understand a basement level may be included and founded at a FFE of about 136 feet. Additionally, we understand the building will include an elevator with foundations bearing at an elevation of about 132 feet. Based on the existing site grading within the proposed building footprint, we anticipate cuts of about 6 to 13 feet will be required to achieve the basement FFE and elevator foundations. Details regarding structural loading are unknown at this time.

Additionally, we understand the development will include a new 1,200 linear foot paved access drive from the extents of Merrill Road and associated parking areas including about 125 public 28 staff parking spacings. Details regarding proposed site grading are unknown.

Existing and proposed site features are shown on the "Exploration Location Plan" attached in Appendix B.

2.0 EXPLORATION AND TESTING

2.1 Explorations

Thirteen test pits (TP-1 through TP-13) were made at the site on December 16, 2024, by C&C Lynch Excavation, Inc. under subcontract to S. W. Cole Engineering, Inc. (S.W.COLE). The exploration locations were selected by and established at the site by Herrick & Salsbury, Inc. The approximate exploration locations are shown on the "Exploration Location Plan" attached in Appendix B. Logs of the explorations and a key

to the notes and symbols used on the logs are attached in Appendix C. The elevations shown on the logs were estimated based on topographic information shown on the "Exploration Location Plan."

2.2 Testing

Soil samples obtained from the explorations were returned to our laboratory for further classification and testing. Laboratory testing included one moisture content and gradation test. The results of the moisture content test are noted on the logs and the gradation test results are attached in Appendix D.

3.0 SUBSURFACE CONDITIONS

3.1 Soil and Bedrock

Below a surficial layer of topsoil or forest duff, the test pits encountered a subsurface profile generally consisting of uncontrolled fill or native glaciomarine soils overlying glacial till mantling probable bedrock. Test pits TP-1 through TP-7 were performed along the proposed roadway alignment and test pits TP-8 through TP-13 were performed for the proposed building. Not all the strata were encountered at each exploration; refer to the attached logs and refusal summary sheet for more detailed subsurface information.

Uncontrolled Fill: Underlying surficial topsoil, test pits TP-1 through TP-3 encountered uncontrolled fill to depths ranging from about 1 to 5.5 feet. The uncontrolled fills generally consisted of silty gravelly sand with occasional cobbles and boulders. Test pit TP-1 encountered miscellaneous debris including masonry blocks and organics. Underlying the uncontrolled fill, test pit TP-2 encountered a relic topsoil layer from a depth of about 5.5 to 5.8 feet.

Glaciomarine Soils: Underlying the uncontrolled fills in test pits TP-1 through TP-3, and surficial topsoil or forest duff in test pits TP-4 through TP-13, the test pits generally encountered native glaciomarine soils consisting of either sand and silt or silty clay. Where encountered, the glaciomarine soils were encountered to depths ranging from about 2.3 to 11.2 feet. Test pit TP-2 was terminated in the glaciomarine soils at a depth of about 11.2 feet.

Glacial Till: Underlying the glaciomarine soils, the test pits encountered glacial till generally consisting of gravelly sand and silt with occasional cobbles. Test pits TP-8 through TP-13 were terminated in glacial till at depths ranging from about 6.5 to 8.5 feet.

Refusal Surfaces: Test pits TP-1 and TP-3 through TP-7, performed along the roadway alignment, were terminated on refusal surfaces (probable bedrock) at depths ranging from about 1.4 to 7.3 feet.

3.2 Groundwater

Light seepage was observed at test pits TP-2 and TP-6 at depths of about 5.5 feet and from the ground surface, respectively, and likely indicative of perched water conditions. Groundwater likely becomes perched on the relatively impervious glaciomarine soils, glacial till, and probable bedrock encountered at the explorations. Long term groundwater information is not available. It should be anticipated that groundwater levels will fluctuate, particularly in response to periods of snowmelt and precipitation, as well as changes in site use.

4.0 EVALUATION AND RECOMMENDATIONS

4.1 General Findings

Based on the subsurface findings, the proposed construction is feasible from a geotechnical standpoint. The principal geotechnical considerations include:

- The test pits for the proposed building were terminated in glacial till above the proposed basement FFE and the bottom of the elevator foundations. If bedrock is encountered above the basement area or elevator foundations, excavation of competent, intact bedrock will require blasting for removal.
- Spread footing foundations and basement slab-on-grade floors bearing on properly prepared subgrades appear suitable for the proposed building. Footings should bear on a 6-inch layer of Crushed Stone wrapped in geotextile fabric overlying undisturbed native glacial till or prepared bedrock. The geotextile fabric may be omitted for bedrock subgrades.
- On-grade basement floor slabs should bear on at least 8 inches of properly compacted Crushed Stone underlain by a geotextile fabric, overlying properly

prepared subgrades. If included, on-grade floor slabs should be underlain with at least 12 inches of compacted Structural Fill overlying properly prepared subgrades.

- Relatively shallow bedrock was encountered at depths of 1.4 to 7.3 feet along the proposed access road alignment. We anticipate blasting may be required for removal of bedrock needed for grading and utilities.
- Based on the elevation of identified wetland areas adjacent to the building location and the proposed basement FFE and elevator foundation grades, continuous dewatering may be needed during foundation excavation and cut-off trenches may be required to limit groundwater from excavations. Controlling the water levels to at least 1 foot below planned excavation depths will help stabilize subgrades during construction.
- Subgrades across the site will consist of moisture-sensitive silty clay and silty glacial till soils and bedrock. Earthwork and grading activities should occur during drier, non-freezing weather of Spring, Summer, or Fall. Rubber tired construction equipment should not operate directly on the native soils when wet.
- Imported Granular Borrow, Structural Fill and Crushed Stone will be needed for construction. The native soils are unsuitable for reuse below the proposed building or as backfill for foundations, however they may be utilized in landscape areas, if needed.

4.2 Site and Subgrade Preparation

We recommend site preparation begin with the construction of an erosion control system to protect adjacent drainage ways and areas outside the construction limits. Surficial organics, roots and topsoil should be completely removed from areas of proposed fill and construction. As much vegetation as possible should remain outside the construction areas to lessen the potential for erosion and site disturbance.

Building Pad and Footings: Based on the recently provided information regarding the proposed basement area, the test pits were terminated in glacial till above the proposed basement FFE and the bottom of the elevator foundations. If bedrock is encountered above the proposed basement area or elevator foundations, excavation of competent, intact bedrock will require blasting for removal.

In general, we anticipate subgrades for the proposed foundation construction will consist of native glacial till or bedrock. We recommend that excavation to soil subgrades be completed with a smooth-edged bucket to lessen disturbance of subgrade soils. We recommend that foundations be underlain with 6 inches of Crushed Stone wrapped in geotextile fabric, such as Mirafi 180N, overlying properly prepared subgrades. The geotextile fabric may be omitted for bedrock subgrades.

Paved Areas: Where encountered, we recommend uncontrolled fills encountered beneath proposed paved areas be removed to a depth of at least 1 foot below pavement gravels and replaced with compacted Granular Borrow. Where fills remain, we recommend the subgrade be densified by proof-rolling with at least 3 passes of a minimum 10-ton vibratory roller compactor prior to placing Granular Borrow. Areas that become soft or continue to yield after proof-rolling should be removed and replaced with compacted Granular Borrow. Where encountered, organics should be completely removed and replaced.

4.3 Excavation and Dewatering

Excavation work will generally encounter topsoil and forest duff, uncontrolled fills, glaciomarine soils, glacial till, and bedrock. Care must be exercised during construction to limit disturbance of the bearing soils. Earthwork and grading activities should occur during drier, non-freezing weather of Spring, Summer, and Fall. Rubber tired construction equipment should not operate directly on the native soils when wet. Final cuts to soil subgrades should be performed with a smooth-edged bucket to help reduce strength loss from soil disturbance.

Excavation of bedrock will require blasting or hoe-ramming for removal. We recommend that a licensed blasting contractor be engaged to provide bedrock removal, as necessary. Trench blasting may be required for utilities. Pre-blast surveys should be completed on surrounding structures and infrastructure prior to commencing blasting activities. Vibrations due to blasting should be monitored during construction.

Vibrations from construction should be controlled below threshold limits of 0.5 in/sec for structures, water supply wells and infrastructure within 500 feet of the project site. More restrictive vibration limits may be warranted in specific cases with sensitive equipment, historic structures, or artifacts on-site or within close proximity.

Based on the elevation of the adjacent wetland areas and the proposed basement FFE and elevator foundation grades, we anticipate groundwater will be encountered during foundation excavation. Continuous dewatering may be needed during foundation excavation and cut-off trenches may be required to limit groundwater from excavations. Controlling the water levels to at least 1 foot below planned excavation depths will help stabilize subgrades during construction. Excavations must be properly shored or sloped in accordance with OSHA Regulations to prevent sloughing and caving of the sidewalls during construction. The design and planning of excavations, excavation support systems, and dewatering is the responsibility of the contractor.

4.4 Foundations

Foundations for the proposed building should be cast on 6 inches of compacted Crushed Stone wrapped with a geotextile filter fabric (Mirafi 180N or equivalent) overlying undisturbed glacial till or bedrock. The geotextile fabric may be omitted for bedrock subgrades. For foundations bearing on properly prepared subgrades, we recommend the following geotechnical parameters for design consideration:

Geotechnical Parameters for Spread Footings and Foundation Walls	
Design Frost Depth	4.5 feet
Net Allowable Soil Bearing Pressure	3 ksf
Base Friction Factor (Crushed Stone)	0.40
Total Unit Weight of Backfill (compacted Structural Fill)	130 pcf
Internal Friction Angle of Backfill (compacted Structural Fill)	30°
At-Rest Lateral Earth Pressure Coefficient	0.5
Seismic Soil Site Class (2015 IBC)	D
Estimated Total Settlement	1-inch or less
Estimated Differential Settlement	½-inch or less

4.5 Foundation Drainage

We recommend an underdrain system be installed on the outside edge of perimeter footings. The underdrain pipe should consist of 4-inch diameter, perforated SDR-35 foundation drainpipe bedded in Crushed Stone and wrapped in non-woven geotextile fabric such as Mirafi 180N or equivalent. The underdrain pipe must have a positive gravity outlet protected from freezing, clogging and backflow. Surface grades should be sloped away from the building for positive surface water drainage. Basement walls should be

covered with moisture proofing and rigid insulation. A general foundation detail sketch is attached in Appendix B.

4.6 Slab-On-Grade

On-grade basement floor slabs in heated areas may be designed using a subgrade reaction modulus of 140 pci (pounds per cubic inch) provided the slab is underlain by at least 8 inches of compacted Crushed Stone overlying a non-woven geotextile fabric, such as Mirafi 180N or equivalent, placed over properly prepared subgrades. If used, on-grade floor slabs in heated areas may be designed using a subgrade reaction modulus of 120 pci (pounds per cubic inch) provided the slab is underlain by at least 12 inches of compacted Structural Fill placed over properly prepared subgrades. The structural engineer or concrete consultant must design steel reinforcing and joint spacing appropriate to slab thickness and function.

We recommend a sub-slab vapor retarder if areas of the building are proposed to have the concrete slab covered with an impermeable surface treatment or floor covering that may be sensitive to moisture vapors. The vapor retarder must have a permeance that is less than the floor cover or surface treatment that is applied to the slab. The vapor retarder must have sufficient durability to withstand direct contact with the sub-slab base material and construction activity. The vapor retarder material should be placed according to the manufacturer's recommended method, including the taping and lapping of all joints and wall connections. The architect and/or flooring consultant should select the vapor retarder products compatible with flooring and adhesive materials.

The floor slab should be appropriately cured using moisture retention methods after casting. Typical floor slab curing methods should be used for at least 7 days. The architect or flooring consultant should assign curing methods consistent with current applicable American Concrete Institute (ACI) procedures with consideration of curing method compatibility to proposed surface treatments, flooring and adhesive materials.

4.7 Entrance Slabs, Sidewalks and Exterior Slabs

Entrance slabs, sidewalks and exterior slabs must be designed to reduce the effects of differential frost action between adjacent pavement, doorways, and entrances. We recommend that non-frost susceptible Structural Fill be provided to a depth of at least 4.5 feet below the top of entrance slabs, sidewalks, and exterior slabs. This thickness

of Structural Fill should extend the full footprint of the entrance slab, sidewalk, and exterior slabs or outward at least 4.5 feet, whichever is greater, thereafter transitioning up to the bottom of the adjacent sidewalk or pavement gravels at a 3H:1V or flatter slope. General details of this frost transition zone are attached in Appendix B.

4.8 Backfill and Compaction

We recommend the following fill and backfill materials: recycled products must also be tested in accordance with applicable environmental regulations and approved by a qualified environmental consultant.

Granular Borrow: Granular Borrow may be used as subgrade fill to raise grades in pavement areas, as well as general site fill. Granular Borrow should consist of sand, silty sand or sand and gravel meeting the requirements of 2020 Maine Department of Transportation (MaineDOT) Standard Specification 703.19 “Granular Borrow”.

Structural Fill: Fill for backfill for foundations and on-grade slab base material (if needed) should be clean, non-frost susceptible sand and gravel meeting the gradation requirements for Structural Fill as given below:

Structural Fill	
Sieve Size	Percent Finer by Weight
4 inch	100
3 inch	90 to 100
¾ inch	25 to 90
#40	0 to 30
#200	0 to 6

Crushed Stone: Crushed Stone, used below foundations and basement slabs, should meet the requirements of 2020 MaineDOT Standard Specification 703.13 Crushed Stone 3/4-Inch.

Reuse of Site Soils: The native soils and uncontrolled fills are unsuitable for reuse as fill below the proposed building or pavement areas but may be suitable for reuse in landscape areas, if needed.

Placement and Compaction: Fill should be placed in horizontal lifts and compacted such that the desired density is achieved throughout the lift thickness with 3 to 5 passes

of the compaction equipment. Loose lift thicknesses for grading fill and backfill activities should not exceed 12 inches. We recommend that fill and backfill be compacted to at least 95 percent of its maximum dry density as determined by ASTM D-1557. We recommend that the lower lifts of basement foundation backfill be compacted from 92 to 95 percent of its maximum dry density, as determined by ASTM D-1557, in order to reduce lateral stresses on the structure walls. Crushed Stone should be compacted with 3 to 5 passes of a vibratory plate compactor having a static weight of at least 500 pounds.

4.9 Weather Considerations

The site soils are moisture-sensitive and therefore, construction activity should be limited during wet and freezing weather and the site soils may require drying before construction activities may continue. The contractor should anticipate the need for water to temper fills in order to facilitate compaction during dry weather. If construction takes place during cold weather, subgrades and foundations must be protected during freezing conditions. Concrete and fill must not be placed on frozen soil; and once placed, the concrete and soil beneath the structure must be protected from freezing.

4.10 Recommendations for Additional Explorations

Based on the limited information at the time of the explorations, the test pits were terminated above the proposed basement FFE and the elevator foundations. We recommend a design-phase investigation to further explore the subsurface conditions and presence of bedrock within the building footprint following further development of concept plans. We anticipate design phase explorations may include a combination ledge probes and test boring explorations to better determine the depth to bedrock below the proposed building footprint.

4.11 Design Review and Construction Testing

S.W.COLE should be retained to review the construction documents to determine that our foundation and earthwork recommendations have been properly interpreted and implemented.

A construction material testing, and quality assurance program should be implemented during construction to observe compliance with the design concepts, plans, and specifications. S.W.COLE is available to observe earthwork activities including proof-

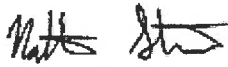
rolling operations and the preparation of foundation bearing surfaces, as well as to provide testing and IBC Special Inspection services for soils, concrete, steel, masonry, spray-applied fireproofing, and asphalt construction materials.

5.0 CLOSURE

It has been a pleasure to be of assistance to you with this phase of your project. We look forward to working with you as the project progresses.

Sincerely,

S. W. Cole Engineering, Inc.



Nathan D. Strout, P.E.
Senior Geotechnical Engineer

NDS:mas



Appendix A Limitations

This report has been prepared for the exclusive use of Herrick & Salsbury, Inc. for specific application to the proposed Courthouse on Merrill Lane in Ellsworth, Maine. S. W. Cole Engineering, Inc. (S.W.COLE) has endeavored to conduct our services in accordance with generally accepted soil and foundation engineering practices. No warranty, expressed or implied, is made.

The soil profiles described in the report are intended to convey general trends in subsurface conditions. The boundaries between strata are approximate and are based upon interpretation of exploration data and samples.

The analyses performed during this investigation and recommendations presented in this report are based in part upon the data obtained from subsurface explorations made at the site. Variations in subsurface conditions may occur between explorations and may not become evident until construction. If variations in subsurface conditions become evident after submission of this report, it will be necessary to evaluate their nature and to review the recommendations of this report.

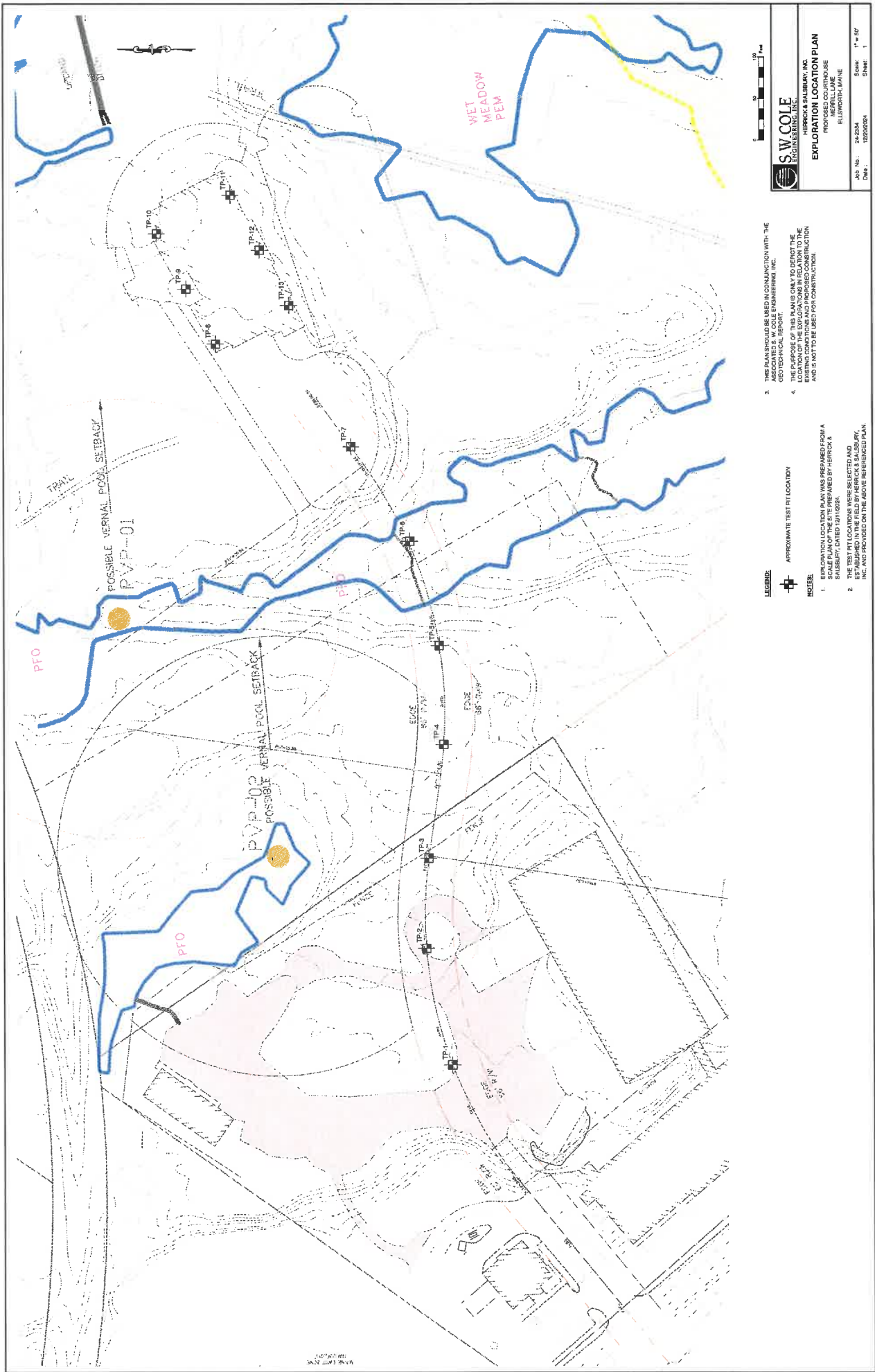
Observations have been made during exploration work to assess site groundwater levels. Fluctuations in water levels will occur due to variations in rainfall, temperature, and other factors.

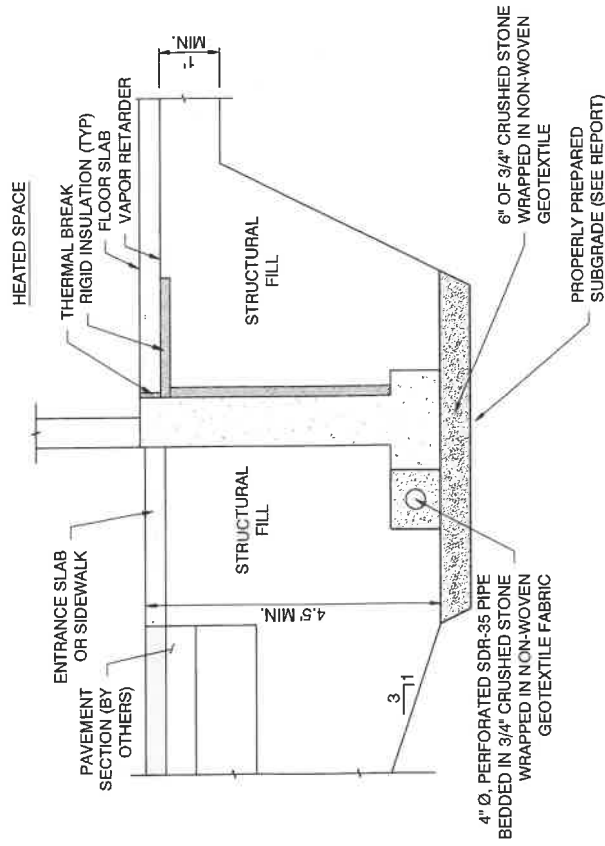
S.W.COLE's scope of services has not included the investigation, detection, or prevention of any Biological Pollutants at the project site or in any existing or proposed structure at the site. The term "Biological Pollutants" includes, but is not limited to, molds, fungi, spores, bacteria, and viruses, and the byproducts of any such biological organisms.

Recommendations contained in this report are based substantially upon information provided by others regarding the proposed project. In the event that any changes are made in the design, nature, or location of the proposed project, S.W.COLE should review such changes as they relate to analyses associated with this report. Recommendations contained in this report shall not be considered valid unless the changes are reviewed by S.W.COLE.

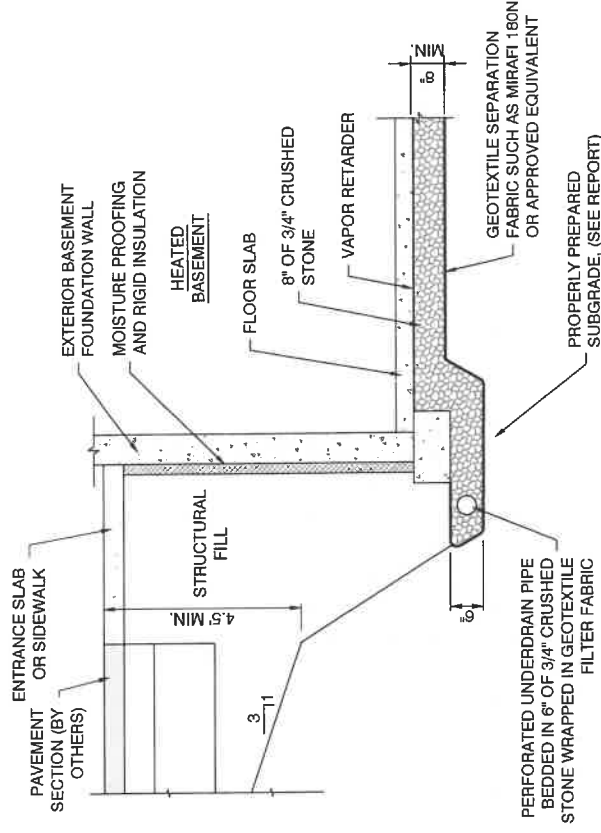
APPENDIX B

Figures





ON-GRADE SLAB AREAS



BASEMENT SLAB AREAS

NOTE:

1. UNDERDRAIN INSTALLATION AND MATERIAL GRADATION RECOMMENDATIONS ARE CONTAINED WITHIN THIS REPORT.
2. DETAIL IS PROVIDED FOR ILLUSTRATIVE PURPOSES ONLY, NOT FOR CONSTRUCTION.



S.W. COLE
ENGINEERING, INC.

HERRICK & SALSBUURY, INC.

FOUNDATION DETAIL SKETCH

PROPOSED COURTHOUSE
MERRILL LANE
ELLSWORTH, MAINE

Job No.: 24-2384
Date: 12/19/2024
Scale: Not to Scale
Sheet: 2

APPENDIX C

Exploration Logs and Key



TEST PIT LOGS

PROJECT NO.: 24-2384
LOGGED BY: Nate Strout
CONTRACTOR: C&C Lynch Excavation
EQUIPMENT: Volvo EC160EL

CLIENT: Herrick & Salsbury, Inc.
PROJECT: Proposed Courthouse
LOCATION: Merrill Lane, Ellsworth, Maine

TEST PIT TP- 1

DATE: 12/16/2024 LOCATION: See Exploration Location Plan SURFACE ELEVATION (FT): 141' +/- COMPLETION DEPTH (FT): 7.0
WATER LEVEL DEPTHS (FT): No free water observed REMARKS:

Depth (feet)	Graphic Log	Stratum Description	H ₂ O Depth	Sample No.	Type	Sample Depth (ft)	Field / Lab Test Data
5		Topsoil					
		0.7 Brown silty gravelly SAND with occasional cobbles, masonry block and trace organics (Fill)					
		2.6 Brown sandy SILT, some gravel					
		4.5 Brown gravelly silty SAND with occasional cobbles (Glacial Till)					

Refusal at 7.0 feet
(Probable Bedrock)

TEST PIT TP- 2

DATE: 12/16/2024 LOCATION: See Exploration Location Plan SURFACE ELEVATION (FT): 143' +/- COMPLETION DEPTH (FT): 11.2
WATER LEVEL DEPTHS (FT): Light seepage at 5.5 feet (probable perched water) REMARKS:

Depth (feet)	Graphic Log	Stratum Description	H ₂ O Depth	Sample No.	Type	Sample Depth (ft)	Field / Lab Test Data
5		Topsoil					
		0.8 Brown silty gravelly SAND with occasional cobbles and boulders (Fill)					
		5.5 Relic Topsoil					
		5.8 Brown and gray silty CLAY					

Bottom of Exploration at 11.2 feet

Stratification lines represent approximate boundary between soil types; transitions may be gradual. Water level readings have been made at times and under conditions stated. Fluctuations of groundwater may occur due to other factors than those present at the time measurements were made.

KEY TO NOTES AND SYMBOLS:

Water Level
▽ At time of Digging
▼ At Completion of Digging
▼ After Digging

q_p = Pocket Penetrometer Strength, kips/sq.ft.



TEST PIT LOGS

CLIENT: Herrick & Salisbury, Inc.
PROJECT: Proposed Courthouse
LOCATION: Merrill Lane, Ellsworth, Maine

PROJECT NO.: 24-2384
LOGGED BY: Nate Strout
CONTRACTOR:
C&C Lynch Excavation
EQUIPMENT:
Volvo EC160EL

TEST PIT TP- 3

DATE: 12/16/2024 LOCATION: See Exploration Location Plan SURFACE ELEVATION (FT): 144' +/- COMPLETION DEPTH (FT): 7.3
WATER LEVEL DEPTHS (FT): No free water observed REMARKS:

Depth (feet)	Graphic Log	Stratum Description	H ₂ O Depth	Sample No.	Type	Sample Depth (ft)	Field / Lab Test Data
5		Topsoil					
		0.6 Brown silty gravelly SAND with occasional cobbles (Probable Fill)					
		1.6 Brown silty gravelly SAND with frequent cobbles and boulders (Glacial Till)					
Refusal at 7.3 feet (Probable Bedrock)							

TEST PIT TP- 4

DATE: 12/16/2024 LOCATION: See Exploration Location Plan SURFACE ELEVATION (FT): 144' +/- COMPLETION DEPTH (FT): 1.5
WATER LEVEL DEPTHS (FT): No free water observed REMARKS:

Depth (feet)	Graphic Log	Stratum Description	H ₂ O Depth	Sample No.	Type	Sample Depth (ft)	Field / Lab Test Data
		Forest Duff					
		0.6 Red-brown silty SAND					
Refusal at 1.5 feet (Probable Bedrock)							

Stratification lines represent approximate boundary between soil types, transitions may be gradual. Water level readings have been made at times and under conditions stated. Fluctuations of groundwater may occur due to other factors than those present at the time measurements were made.

KEY TO NOTES AND SYMBOLS:

Water Level
▽ At time of Digging
▼ At Completion of Digging
▼ After Digging

q_p = Pocket Penetrometer Strength, kips/sq.ft.



TEST PIT LOGS

PROJECT NO.: 24-2384
LOGGED BY: Nate Strout
CONTRACTOR: C&C Lynch Excavation
EQUIPMENT: Volvo EC160EL

CLIENT: Herrick & Salsbury, Inc.
PROJECT: Proposed Courthouse
LOCATION: Merrill Lane, Ellsworth, Maine

TEST PIT TP- 5

DATE: 12/16/2024 LOCATION: See Exploration Location Plan SURFACE ELEVATION (FT): 144' +/- COMPLETION DEPTH (FT): 1.4
WATER LEVEL DEPTHS (FT): No free water observed REMARKS:

Depth (feet)	Graphic Log	Stratum Description	H ₂ O Depth	Sample No.	Type	Sample Depth (ft)	Field / Lab Test Data
		Forest Duff					
		0.6 Red-brown silty SAND					
Refusal at 1.4 feet (Probable Bedrock)							

TEST PIT TP- 6

DATE: 12/16/2024 LOCATION: See Exploration Location Plan SURFACE ELEVATION (FT): 137' +/- COMPLETION DEPTH (FT): 6.4
WATER LEVEL DEPTHS (FT): Light surficial seepage (probable perched water) REMARKS:

Depth (feet)	Graphic Log	Stratum Description	H ₂ O Depth	Sample No.	Type	Sample Depth (ft)	Field / Lab Test Data
		Forest Duff					
		0.7 Brown silty CLAY					
5		4.3 Brown gravelly SAND and SILT with frequent cobbles and occasional boulders (Glacial Till)					
Refusal at 6.4 feet (Probable Bedrock)							

Stratification lines represent approximate boundary between soil types, transitions may be gradual. Water level readings have been made at times and under conditions stated. Fluctuations of groundwater may occur due to other factors than those present at the time measurements were made.

KEY TO NOTES AND SYMBOLS:

Water Level
▽ At time of Digging
▼ At Completion of Digging
▼ After Digging

q_p = Pocket Penetrometer Strength, kips/sq.ft.



TEST PIT LOGS

PROJECT NO.: 24-2384
LOGGED BY: Nate Strout
CONTRACTOR:
C&C Lynch Excavation
EQUIPMENT:
Volvo EC160EL

CLIENT: Herrick & Salsbury, Inc.
PROJECT: Proposed Courthouse
LOCATION: Merrill Lane, Ellsworth, Maine

TEST PIT TP- 7

DATE: 12/16/2024 LOCATION: See Exploration Location Plan SURFACE ELEVATION (FT): 145' +/- COMPLETION DEPTH (FT): 5.0
WATER LEVEL DEPTHS (FT): No free water observed REMARKS:

Depth (feet)	Graphic Log	Stratum Description	H ₂ O Depth	Sample No.	Type	Sample Depth (ft)	Field / Lab Test Data
		Forest Duff					
0.8		Brown gravelly silty SAND with frequent cobbles and occasional boulders (Glacial Till)					
5		Refusal at 5.0 feet (Probable Bedrock)					

TEST PIT TP- 8

DATE: 12/16/2024 LOCATION: See Exploration Location Plan SURFACE ELEVATION (FT): 144.5' +/- COMPLETION DEPTH (FT): 8.5
WATER LEVEL DEPTHS (FT): No free water observed REMARKS:

Depth (feet)	Graphic Log	Stratum Description	H ₂ O Depth	Sample No.	Type	Sample Depth (ft)	Field / Lab Test Data
		Forest Duff					
0.9		Brown silty CLAY					q _p = 9+ KSF
5							q _p = 8 KSF
7.0		Brown gravelly SAND and SILT with occasional cobbles (Glacial Till)					
		Bottom of Exploration at 8.5 feet					

Stratification lines represent approximate boundary between soil types, transitions may be gradual. Water level readings have been made at times and under conditions stated. Fluctuations of groundwater may occur due to other factors than those present at the time measurements were made.

KEY TO NOTES AND SYMBOLS:

Water Level
▽ At time of Digging
▼ At Completion of Digging
▼ After Digging

q_p = Pocket Penetrometer Strength, kips/sq.ft.



TEST PIT LOGS

PROJECT NO.: 24-2384
LOGGED BY: Nate Strout
CONTRACTOR: C&C Lynch Excavation
EQUIPMENT: Volvo EC160EL

CLIENT: Herrick & Salsbury, Inc.
PROJECT: Proposed Courthouse
LOCATION: Merrill Lane, Ellsworth, Maine

TEST PIT TP-9

DATE: 12/16/2024 LOCATION: See Exploration Location Plan SURFACE ELEVATION (FT): 144' +/- COMPLETION DEPTH (FT): 7.8
WATER LEVEL DEPTHS (FT): No free water observed REMARKS:

Depth (feet)	Graphic Log	Stratum Description	H ₂ O Depth	Sample No.	Type	Sample Depth (ft)	Field / Lab Test Data
5		0.5 Forest Duff Brown silty CLAY					q _p = 9+ KSF
		6.7 Brown gravelly SAND and SILT with occasional cobbles (Glacial Till)					

Bottom of Exploration at 7.8 feet

TEST PIT TP-10

DATE: 12/16/2024 LOCATION: See Exploration Location Plan SURFACE ELEVATION (FT): 142' +/- COMPLETION DEPTH (FT): 6.8
WATER LEVEL DEPTHS (FT): No free water observed REMARKS:

Depth (feet)	Graphic Log	Stratum Description	H ₂ O Depth	Sample No.	Type	Sample Depth (ft)	Field / Lab Test Data
5		0.5 Forest Duff Brown silty CLAY					q _p = 9+ KSF
		5.1 Brown gravelly SAND and SILT with occasional cobbles (Glacial Till)		S-1		5.5-6.5	

Bottom of Exploration at 6.8 feet

Stratification lines represent approximate boundary between soil types, transitions may be gradual. Water level readings have been made at times and under conditions stated. Fluctuations of groundwater may occur due to other factors than those present at the time measurements were made.

KEY TO NOTES AND SYMBOLS:

Water Level
▽ At time of Digging
▼ At Completion of Digging
▼ After Digging

q_p = Pocket Penetrometer Strength, kips/sq.ft.



TEST PIT LOGS

PROJECT NO.: 24-2384
LOGGED BY: Nate Strout
CONTRACTOR: C&C Lynch Excavation
EQUIPMENT: Volvo EC160EL

CLIENT: Herrick & Salsbury, Inc.
PROJECT: Proposed Courthouse
LOCATION: Merrill Lane, Ellsworth, Maine

TEST PIT TP-11

DATE: 12/16/2024 LOCATION: See Exploration Location Plan SURFACE ELEVATION (FT): 143' +/- COMPLETION DEPTH (FT): 6.8
WATER LEVEL DEPTHS (FT): No free water observed REMARKS:

Depth (feet)	Graphic Log	Stratum Description	H ₂ O Depth	Sample No.	Type	Sample Depth (ft)	Field / Lab Test Data
5		Topsoil					
		0.8 Brown sandy SILT					
		2.3 Brown gravelly SAND and SILT with occasional cobbles (Glacial Till)					

Bottom of Exploration at 6.8 feet

TEST PIT TP-12

DATE: 12/16/2024 LOCATION: See Exploration Location Plan SURFACE ELEVATION (FT): 143' +/- COMPLETION DEPTH (FT): 6.9
WATER LEVEL DEPTHS (FT): No free water observed REMARKS:

Depth (feet)	Graphic Log	Stratum Description	H ₂ O Depth	Sample No.	Type	Sample Depth (ft)	Field / Lab Test Data
5		Topsoil		S-1		4-5	ID 31047B w = 10.1 %
		0.8 Brown sandy SILT, trace gravel					
		2.9 Brown gravelly SAND and SILT with occasional cobbles (Glacial Till)					

Bottom of Exploration at 6.9 feet

Stratification lines represent approximate boundary between soil types, transitions may be gradual. Water level readings have been made at times and under conditions stated. Fluctuations of groundwater may occur due to other factors than those present at the time measurements were made.

KEY TO NOTES AND SYMBOLS:

Water Level
▽ At time of Digging
▼ At Completion of Digging
▽ After Digging

q_p = Pocket Penetrometer Strength, kips/sq.ft.



TEST PIT LOGS

PROJECT NO.: 24-2384

LOGGED BY: Nate Strout

CLIENT: Herrick & Salisbury, Inc.

PROJECT: Proposed Courthouse

LOCATION: Merrill Lane, Ellsworth, Maine

CONTRACTOR:

C&C Lynch Excavation

EQUIPMENT:

Volvo EC160EL

TEST PIT TP-13

DATE: 12/16/2024 LOCATION: See Exploration Location Plan SURFACE ELEVATION (FT): 144' +/- COMPLETION DEPTH (FT): 6.8

WATER LEVEL DEPTHS (FT): No free water observed

REMARKS:

Depth (feet)	Graphic Log	Stratum Description	H ₂ O Depth	Sample No.	Type	Sample Depth (ft)	Field / Lab Test Data
		Topsoil					
		0.9 Brown sandy SILT, some gravel					
		2.6 Brown gravelly SAND and SILT with occasional cobbles (Glacial Till)					
5				S-1		5-6	

Bottom of Exploration at 6.8 feet

Stratification lines represent approximate boundary between soil types, transitions may be gradual. Water level readings have been made at times and under conditions stated. Fluctuations of groundwater may occur due to other factors than those present at the time measurements were made.

KEY TO NOTES AND SYMBOLS:

Water Level
▽ At time of Digging
▼ At Completion of Digging
▼ After Digging

q_p = Pocket Penetrometer Strength, kips/sq.ft.

KEY TO THE NOTES & SYMBOLS

Test Boring and Test Pit Explorations

All stratification lines represent the approximate boundary between soil types and the transition may be gradual.

Key to Symbols Used:

w	-	water content, percent (dry weight basis)
q _u	-	unconfined compressive strength, kips/sq. ft. - laboratory test
S _v	-	field vane shear strength, kips/sq. ft.
L _v	-	lab vane shear strength, kips/sq. ft.
q _p	-	unconfined compressive strength, kips/sq. ft. – pocket penetrometer test
O	-	organic content, percent (dry weight basis)
W _L	-	liquid limit - Atterberg test
W _P	-	plastic limit - Atterberg test
WOH	-	advance by weight of hammer
WOM	-	advance by weight of man
WOR	-	advance by weight of rods
HYD	-	advance by force of hydraulic piston on drill
RQD	-	Rock Quality Designator - an index of the quality of a rock mass.
γ _T	-	total soil weight
γ _B	-	buoyant soil weight

Description of Proportions:

Trace:	0 to 5%
Some:	5 to 12%
"Y"	12 to 35%
And	35+%
With	Undifferentiated

Description of Stratified Soils

Parting:	0 to 1/16" thickness
Seam:	1/16" to 1/2" thickness
Layer:	1/2" to 12" thickness
Varved:	Alternating seams or layers
Occasional:	one or less per foot of thickness
Frequent:	more than one per foot of thickness

REFUSAL: Test Boring Explorations - Refusal depth indicates that depth at which, in the drill foreman's opinion, sufficient resistance to the advance of the casing, auger, probe rod or sampler was encountered to render further advance impossible or impracticable by the procedures and equipment being used.

REFUSAL: Test Pit Explorations - Refusal depth indicates that depth at which sufficient resistance to the advance of the backhoe bucket was encountered to render further advance impossible or impracticable by the procedures and equipment being used.

Although refusal may indicate the encountering of the bedrock surface, it may indicate the striking of large cobbles, boulders, very dense or cemented soil, or other buried natural or man-made objects or it may indicate the encountering of a harder zone after penetrating a considerable depth through a weathered or disintegrated zone of the bedrock.

APPENDIX D

Laboratory Test Results



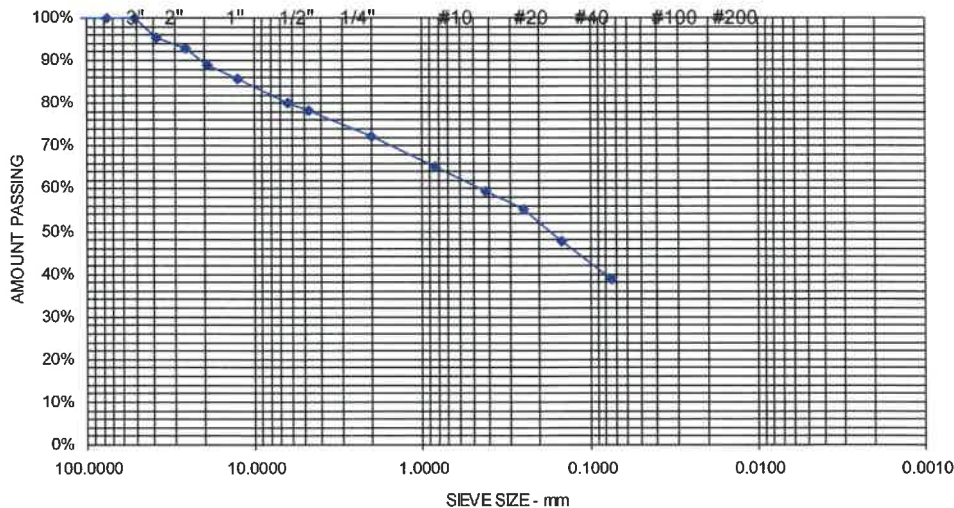
Report of Gradation

ASTM C-117 & C-136

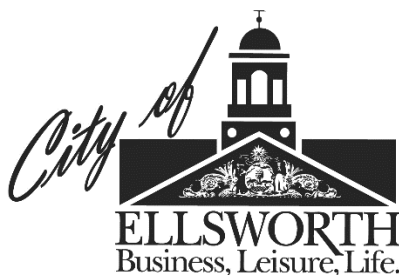
Project Name ELLSWORTH ME - PROPOSED COURTHOUSE - EXPLORATIONS
AND GEOTECHNICAL ENGINEERING SERVICES
Client HERRICK & SALSURY, INC.
Exploration S-1
Material Source TP-12, 4-5 FEET

Project Number 24-2384
Lab ID 31047B
Date Received 12/17/2024
Date Completed 12/19/2024
Tested By ALEXANDREA ALLEN

STANDARD DESIGNATION (mm/μm)	SIEVE SIZE	AMOUNT PASSING (%)	
150	6"	100	
125	5"	100	
100	4"	100	
75	3"	100	
50	2"	100	
38.1	1-1/2"	95	
25.0	1"	93	
19.0	3/4"	89	
12.5	1/2"	86	
6.3	1/4"	80	
4.75	No. 4	78	21.8% Gravel
2.00	No. 10	72	
850	No. 20	65	
425	No. 40	59	39.4% Sand
250	No. 60	55	
150	No. 100	48	
75	No. 200	38.8	38.8% Fines



Comments:



1 City Hall Plaza ▪ Ellsworth, ME 04605

Phone (207) 667-2563

ellsworthmaine.gov

Memo

CITY OF ELLSWORTH CITY COUNCIL MEETING

AGENDA ITEM: Approval of Pre-Agreement – Merrill Lane (Courthouse Road)

DATE: April 20, 2026

FROM: Sara Devlin, Deputy City Manager

RECOMMENDED MOTION:

Move to approve the pre-agreement pursuant to Chapter 56, Article 9, Section 917.3(C) of the Ellsworth Unified Development Ordinance, indicating the City Council's intent to accept Merrill Lane (Courthouse Road) as a public street upon completion in accordance with City and MaineDOT standards.

BACKGROUND:

As part of a multi-party effort between the City of Ellsworth, the State of Maine Judicial Branch, and private property owners, the new Hancock Judicial Center is being developed within the City's urban core. The project was initially proposed for a location on Surry Road; however, that site was ultimately abandoned primarily due to significant public concern.

Following that shift, the current Wardwell property location was identified as a suitable alternative based on its proximity to downtown, access to the existing transportation network, and its ability to accommodate the operational, security, and parking needs of a modern courthouse facility. The City Council subsequently voted 6–1 to approve this location as the preferred site for the new courthouse.

The shift in location also created an opportunity to align the project with broader community and economic development goals, including improved traffic circulation, more efficient use of existing infrastructure, and the potential for coordinated redevelopment in the surrounding area. The associated land swap between the State and private property owner was a key component in making this site viable.

As outlined in the Development Agreement, the City is responsible for acquiring, designing, and constructing Merrill Lane to provide primary access to the new courthouse and adjacent properties. As part of fulfilling these obligations, the City has completed several key milestones, including acquisition of the necessary right-of-way, securing required environmental permits, completion of the final road design, and construction of the temporary construction access road. The remaining utility work is progressing, with underground electrical infrastructure anticipated to be put out to bid this summer.

The City is currently in the final stages of developing a construction schedule, cost estimates, and bid documents, with the intent of putting the full project out to bid. This approach will allow the City to evaluate the most cost-effective method of construction, whether through a private contractor completing the entire project or through a hybrid approach that includes participation from the City's Public Works staff.

The Development Agreement requires that, upon completion of the final road design, the City Manager submit a Letter of Intent to the City Planner seeking a pre-agreement from the City Council regarding the future acceptance of the road as a public way.

Merrill Lane will be constructed to meet all applicable MaineDOT and City of Ellsworth standards, including those outlined in Chapter 56, Article 9 (Street Design and Construction Standards), ensuring the roadway is eligible for acceptance as a public street upon completion.

This pre-agreement does not constitute acceptance of the road. Rather, it provides assurance to project partners and financiers that the City Council intends to accept the roadway once it is constructed to required standards and all conditions are satisfied.

PURPOSE OF PRE-AGREEMENT:

- Establishes Council's intent to accept the road upon completion
- Supports compliance with the Development Agreement obligations
- Provides necessary assurance for project financing and construction
- Aligns with City ordinance requirements for future road acceptance

FISCAL IMPACT:

There is no immediate fiscal impact associated with the pre-agreement itself.

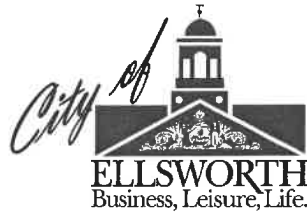
Costs associated with acquisition, design, construction, and utilities for Merrill Lane are addressed separately through the Development Agreement and future capital funding actions. The City is responsible for these costs, though multiple funding sources may be pursued, including grants, TIF revenues, and other public funding.

STAFF RECOMMENDATION:

Staff recommends approval of the pre-agreement to maintain compliance with the Development Agreement, support project timelines, and provide clarity to project partners regarding the City's intent for future road acceptance.

ATTACHMENTS:

- Development Agreement – Merrill Lane / Hancock Judicial Center
- Pre- Agreement Letter to Ellsworth Planning Department



City of Ellsworth
1 City Hall Plaza ▪ Ellsworth, ME 04605-1942
Phone (207) 667-2563
ellsworthmaine.gov

City of Ellsworth
1 City Hall Plaza
Ellsworth, ME 04605

April 14, 2026

Re: Letter of Intent – Pre-Agreement for Acceptance of Merrill Lane (Courthouse Road)

Dear Ms. Merrill,

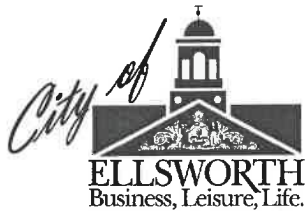
Pursuant to Chapter 56, Article 9, Section 917.3(C) of the Ellsworth Unified Development Ordinance, this letter serves as a formal Letter of Intent requesting a pre-agreement from the Ellsworth City Council regarding the future acceptance of Merrill Lane (Courthouse Road) as a public street.

Merrill Lane is proposed as part of the Development Agreement between the City of Ellsworth and the State of Maine Judicial Branch, to provide access to the new Hancock Judicial Center. The roadway will extend from High Street and serve the courthouse site and adjacent properties.

The city intends to design and construct Merrill Lane in full compliance with all applicable street design and construction standards. This includes, but is not limited to, requirements related to roadway geometry, right-of-way width, pavement structure, drainage systems, stormwater management, utilities, sidewalks (if required), and accommodation for emergency and service vehicles. The road will be constructed to meet or exceed the minimum standards necessary for acceptance as a public street under Section 917 of the Ordinance.

Consistent with Section 917.3(C), this request includes the following:

- **Road Type:** Public street intended to serve a governmental facility and associated uses (Mixed use in town street)
- **Location:** Extending from High Street to the Hancock Judicial Center site (former Wardwell property);
- **Use:** Primary access for the courthouse, supporting traffic, and adjacent land;
- **Construction Schedule:** The anticipated construction schedule is as follows:
 - Project Bid- Spring/Summer 2026 (Including electrical)
 - Water/Sewer/Stormwater Installation-Fall 2026
 - Grading/base course pavement and site stabilization- Spring/Fall 2027
 - Final pavement surfacing and pavement markings and site amenities- 2028 (as soon as construction of the courthouse completes)



City of Ellsworth

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The Ellsworth City Council, upon approval of the pre-agreement, indicates its intent to accept Merrill Lane as a public street upon completion, subject to compliance with Chapter 56 and all applicable acceptance requirements, including but not limited to:

- Construction in accordance with approved plans and specifications;
- Inspection and certification that the roadway meets City standards;
- Submission of complete as-built plans and supporting documentation;
- Establishment of adequate right-of-way and necessary easements; and
- Satisfaction of any additional conditions required under Section 917 for street acceptance.

This pre-agreement does not constitute formal acceptance of the roadway but serves as an acknowledgment of the City Council's intent to accept the road once all ordinance requirements have been satisfied.

Please include this request for consideration at the next available City Council meeting.

Please let me know if any additional information is required.

Best,

A handwritten signature in blue ink, appearing to read 'Sara Devlin', written over a horizontal line.

Sara Devlin, Deputy City Manager
City of Ellsworth

DEVELOPMENT AGREEMENT

THIS DEVELOPMENT AGREEMENT (this "Agreement") is effective this 23rd day of May, 2025 ("Effective Date") and is by and among the **STATE OF MAINE**, acting by and through the Maine Judicial Branch, with a mailing address of 125 Presumpscot Street, P.O. Box 4820, Portland, ME 04112-4820 (the "State"); the **CITY OF ELLSWORTH**, a Maine municipality with a mailing address of 1 City Hall Plaza, Ellsworth, ME 04605-1942 ("City"); and **ALICE B. WARDWELL**, an individual with a mailing address of 343 Main Street, Ellsworth, ME 04605 ("Mrs. Wardwell") (each a "Party" and collectively the "Parties"). All capitalized terms not defined herein shall have the meaning ascribed to them in the Courthouse Collaboration Agreement, as defined below.

RECITALS

A. WHEREAS, pursuant to that certain Courthouse Collaboration Agreement among the Parties dated April 2, 2025 ("Courthouse Collaboration Agreement"), the Parties committed to collaborate on the development of a New Courthouse, a.k.a., Hancock Judicial Center, in Ellsworth, and such agreement includes the following obligations, *inter alia*: that the State and Mrs. Wardwell swap the Surry Road Property and the Wardwell Property, and that the City acquire title to and build Merrill Lane, as further described in the Courthouse Collaboration Agreement;

B. WHEREAS, pursuant to that certain Swap Agreement dated May 19, 2025 (the "Swap Agreement"), Mrs. Wardwell and the State have agreed to swap the Wardwell Property and the Surry Road Property; and

C. WHEREAS, once the Swap Agreement closes, the State shall own the Wardwell Property and Mrs. Wardwell shall own the Surry Road Property, the remainder of her property generally shown on Ellsworth Tax Map 21 as Lot 15 (and more particularly described in a deed recorded in the Hancock County Registry of Deeds at Book 7213, Page 915), and her other nearby parcels of land including Tax Map 28, Lot 23 and Tax Map 27, Lot 2 (the "Remaining Land"), said Remaining Land being approximately 26.5 acres;

D. WHEREAS, the Parties now desire to enter into this Agreement, carrying forward the obligations of the Courthouse Collaboration Agreement that do not survive the closing under the Swap Agreement.

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties agree as follows:

AGREEMENT

1. Merrill Lane. All as further described below, the Parties anticipate that the City will acquire Merrill Lane as shown on the Preliminary Plan; that the City will design and build Merrill Lane according to the applicable Maine Department of Transportation and City of

Ellsworth standards so that Merrill Lane is likely to be accepted by the City as a public road; that the City will apply for Merrill Lane to be accepted as a public road; that the State and Mrs. Wardwell will use Merrill Lane to access the New Courthouse and Remaining Land respectively; and that until such time as the City accepts Merrill Lane as a public way, the City will maintain and repair Merrill Lane, and the State and Mrs. Wardwell will have perpetual rights to access the New Courthouse and the Remaining Land respectively across Merrill Lane.

a. Acquisition of Right of Way: As soon as possible, and in no event later than **July 1, 2025**, the City shall acquire the fee title in Merrill Lane from High Street into the Wardwell Property as shown on the Preliminary Plan, including portions of property now or formerly of (i) Merrill Furniture Company as generally shown on Ellsworth Tax Map 131 as Lot 40 and more particularly described in a deed recorded in the Registry at Book 1100, Page 584; (ii) High Street Property Trust as generally shown on Ellsworth Tax Map 131 as Lot 41 and more particularly described in a deed recorded in the Registry at Book 2354, Page 54; and (iii) Adams as generally shown on Ellsworth Tax Map 131 as Lot 73 and more particularly described in a deed recorded in the Registry at Book 7162, Page 489. The property acquired shall be at least 66' wide such that Merrill Lane may be accepted as a public road. The City shall use best efforts to acquire Merrill Lane. Should the City fail to acquire title to the entirety of Merrill Lane as shown on the Preliminary Plan by **July 1, 2025**, then immediately thereafter the City shall institute eminent domain proceedings to acquire any remaining portion of Merrill Lane. The City shall pursue such eminent domain proceedings diligently and shall use best efforts to complete the eminent domain process as soon as possible and in no event later than **November 1, 2025**.

b. Gift to City. In furtherance of the City's acquisition of the right of way for Merrill Lane, above, Mrs. Wardwell shall give to the City for no consideration those portions of the Merrill Lane right of way that are located on the land of Mrs. Wardwell generally shown as a portion of Ellsworth Tax Map 21 as Lot 15 and more particularly described in a deed recorded in the Registry at Book 7213, Page 915. For the avoidance of doubt, the parties intend that Mrs. Wardwell's grant of the area in the Merrill Lane right of way shall be considered a gift to a municipality for purposes of 30-A M.R.S. § 4401(4)(D-5). Mrs. Wardwell shall give the property described above to the City no later than **July 1, 2025**, at which time the City will grant to Mrs. Wardwell the easement described in Section 1(d) of this Agreement.

c. Conveyance of Easement to State. Once the City owns the entirety of Merrill Lane as shown on the Preliminary Plan, the City shall convey a perpetual, nonexclusive easement to the State for all purposes as a traveled way over, across, under, and through Merrill Lane. The easement shall include the rights (i) to install, maintain, repair, remove and relocate utilities and (ii) to travel by foot, vehicles, machinery and equipment. The easement shall be in common with others, shall serve as the primary means of access to the New Courthouse, and shall be appurtenant to the Wardwell Property. The easement shall be perpetual until the City accepts Merrill Lane as a public road, at which point the easement shall terminate and be of no further force and effect, it

being the intention of the Parties that the State and members of the public access the New Courthouse primarily by Merrill Lane.

d. Conveyance of Easement to Mrs. Wardwell. Once the City owns the entirety of Merrill Lane as shown on the Preliminary Plan, the City shall convey a perpetual, nonexclusive easement to Mrs. Wardwell for all purposes as a traveled way over, across, under, and through Merrill Lane. The easement shall include the rights (i) to install, maintain, repair, remove and relocate utilities and (ii) to travel by foot, vehicles, machinery and equipment. The easement shall be in common with others and shall be appurtenant to the Remaining Land. The easement shall be perpetual until the City accepts Merrill Lane as a public road, at which point the easement shall terminate and be of no further force and effect.

e. Design Merrill Lane. The City shall design the road to be constructed and known as Merrill Lane in strict conformance to the applicable Maine Department of Transportation and City of Ellsworth standards, including but not limited to those set forth in Chapter 56 of the City of Ellsworth Unified Development Ordinance (“Ellsworth Ordinance”), Article 9, Street Design and Construction Standards. The City shall design Merrill Lane in a manner that minimizes impacts on wetlands, is in accordance with the Preliminary Plan, and meets the approval of the State’s architect and all applicable traffic standards necessary in the sole discretion of the State for the New Courthouse. In no event will the total disturbed area for Merrill Lane exceed 0.62 acres. Said road design shall be submitted to the State for review and approval no later than **July 1, 2025**. The State shall promptly return comments to the City on said road design, and the Parties shall use best efforts to reach mutual agreement on the final road design. Upon reaching a final design, the City Manager shall submit a letter of intent to the City Planner pursuant to Chapter 56 of the Ellsworth Ordinance, Article 9, Section 917.3(C) seeking a pre-agreement authorized by the City Council as to the City’s acceptance of Merrill Lane as a public road (“Pre-Agreement”).

f. Apply for Permits and Approvals for Merrill Lane. As soon as possible and no later than **July 1, 2025**, the City shall apply for all permits and approvals necessary for the construction of Merrill Lane. The State and Mrs. Wardwell shall assist the City with such permits and approvals.

g. Build Merrill Lane. The City shall build Merrill Lane in accordance with the agreed upon design. **The City shall commence construction of Merrill Lane within fourteen (14) days of receipt of all applicable permits and approvals**, and the City shall pursue construction of Merrill Lane to completion with diligence. The City shall ensure that Merrill Lane is passable by construction vehicles no later than **February 1, 2026** and shall notify the State as soon as said road is passable so that the State may promptly begin construction of the New Courthouse.

h. Install Minimum Utilities. The City shall install or cause to be installed certain minimum utilities, including public water, sewer, and electricity to the standards described in Exhibit A, attached hereto and incorporated herein (the “Minimum”).

Utilities”) across Merrill Lane to a terminus on the Wardwell Property in the approximate location of the split of the driveways to the New Courthouse and the parking lot for New Courthouse shown on the Preliminary Plan.

i. Apply for Public Road Acceptance. In accordance with the Pre-Agreement and Section 1(e) of this Agreement, the City shall apply for acceptance of Merrill Lane as a public road pursuant to Section 917 of Article 9 of the Ellsworth Ordinance. In the event that the City does not accept Merrill Lane as a public road, the City shall maintain and repair Merrill Lane as any other public road in Ellsworth until such time as the City accepts it as a public road. In no event will Mrs. Wardwell or the State be responsible for the costs of construction, maintenance or repair of Merrill Lane.

2. Funding of City Obligations. The City shall pay for the acquisition of Merrill Lane, the construction of Merrill Lane, and the installation of the Minimum Utilities as provided hereunder at its sole cost and expense, provided however that the City may use a mix of public and private funding sources including but not limited to state and federal funding, impact fee schedules, TIF district funding, and increased property tax revenue, and the State shall support the City with the pursuit of the same funding sources, including grant applications. Notwithstanding the foregoing, the failure of the City to procure such alternate funds or to appropriate sufficient funds therefor shall not excuse complete performance of the City’s obligations hereunder.

3. Performance Bond. **No later than August 1, 2025** the City shall obtain and maintain throughout the term of the Agreement a performance bond or letter of credit running to the State in the amount of the total projected cost of construction of Merrill Lane, plus the cost of installation of Minimum Utilities (“Bond”). In the event the City fails to perform its obligations hereunder, the State shall be entitled to draw on the Bond and use such funds for the performance of the City’s obligations hereunder. Maintenance of the Bond shall be a continuing obligation of the City pursuant to this Agreement. Neither this section, any bond accepted pursuant thereto, nor any damages recovered thereunder shall limit the liability of the City under this Agreement.

4. Alternative Access to Merrill Lane. The State shall use best efforts to obtain a license for access across the parking areas on the lot now or formerly owned by L.L. Bean, Inc. at 150 High Street in Ellsworth, being a portion of Ellsworth Tax Map 131, Lot 39, for access to Merrill Lane if the Merrill Lane and High Street intersection is blocked. The City shall assist the Judicial Branch in the acquisition of such license.

5. Long Lane Litigation. Mrs. Wardwell is a party to that certain Hancock County Superior Court Civil Action Docket No. WV, Alice B. Wardwell v. MAG Properties, Inc., involving Mrs. Wardwell’s title in and easements adjacent to Long Lane off of High Street in Ellsworth (“Long Lane Litigation”). Mrs. Wardwell acknowledges that the Wardwell Property is affected by the Long Lane Litigation and would be benefitted by a successful outcome in that litigation and harmed by an unsuccessful outcome, and that, as such, the State will, after Closing, be a real party in interest with respect to the Long Lane Litigation. Accordingly, for as long as said litigation continues, Mrs. Wardwell shall keep the State reasonably informed of the status of the Long Lane Litigation, and shall consult and obtain the approval of the State with respect to

any material decisions regarding the Long Lane Litigation, including any settlement thereof or prosecution of claims at trial therein. Should the State desire to join the Long Lane Litigation to defend its interests in Long Lane, Mrs. Wardwell shall consent to and support the State's joinder. Should Mrs. Wardwell desire to settle such Long Lane Litigation, or should the State desire to settle such Long Lane Litigation (assuming it has been joined as a party to said litigation), either Mrs. Wardwell on the one hand or the State on the other shall obtain the consent of the State on the one hand or Mrs. Wardwell on the other in advance of such settlement.

6. Further Assurances; Land Use Approvals. **As soon as possible**, the City and the Judicial Branch shall promptly submit applications for and diligently pursue applicable permits and approvals. Each Party shall use best efforts to support the other's pursuit and receipt of all applicable permits and approvals at no cost or expense to the supporting party. For the avoidance of doubt, the City shall be responsible for all permitting and approvals with respect to the roads, and the State shall be responsible for all permitting and approvals for the New Courthouse. Each Party shall notify the other of the progress and expected timelines of completion for all applicable permits and approvals.

7. Default. Should any Party fail to fulfill its obligations hereunder, the other Parties shall have all remedies available to it at law or equity. Additionally, should the City fail to timely build Merrill Lane or install the Minimum Utilities, the State may complete construction of Merrill Lane and install the Minimum Utilities as set forth herein, and the State shall use the Bond for any and all costs and expenses incurred in fulfilling the City's obligations hereunder; provided, however, if the State's costs exceed the Bond, the State may invoice the City for the difference, which the City shall promptly pay. If the City fails to pay said invoices within thirty (30) calendar days, the State may impose a late fee equal to five percent (5%) of the current amount then due. Any unpaid invoices and late fees shall accrue interest at five percent (5%) per annum, compounded monthly.

8. Assignment. The rights and obligations of the State, Mrs. Wardwell, and City under this Agreement may not be assigned by any party.

9. No Brokers. The Parties each represent and warrant to the other that no brokers, agents or consultants have been employed with respect to this transaction by either of them, and each Party agrees to indemnify and hold the others harmless from any claim (including attorneys' fees and costs) by any broker or agent claiming compensation in respect of this transaction, alleging an agreement with any of the other parties, as the case may be. This agreement to indemnify and hold harmless shall survive the Closing of the Swap Agreement and the termination of this Agreement and shall not be construed as a waiver of the protections afforded by the Maine Torts Claims Act to any Party.

10. Notice. Except where expressly stated otherwise, any notice relating in any way to this Agreement shall be in writing and shall be delivered to the other Party by (a) registered or certified mail, return receipt requested, (b) overnight by a nationally recognized courier, or (c) hand delivery obtaining a receipt therefor, addressed to the parties at the addresses first set forth above. Notices shall be deemed delivered upon such hand delivery, or upon the earlier of either (i) the date delivered or (ii) the date of delivery, refusal or non-delivery as indicated on the return

receipt, in the case of notice by registered or certified mail or overnight courier as provided above. Any Party may, by such manner of notice, substitute persons or addresses for notice other than those listed above.

11. Counterparts. This Agreement may be executed by DocuSign and/or in counterparts, and each of which when so executed and delivered shall be an original, but which together shall constitute one and the same instrument. Signatures delivered by fax, email or DocuSign shall be as effective as an original.

12. Recording. No Party shall record this Agreement but any Party may record a memorandum of this Agreement upon request to the other party, and the non-requesting party shall assist the requesting party with said recording.

13. Days. Except as otherwise expressly set forth herein, the term “days” used herein shall mean calendar days, provided however, that if the date for performance of any action under this Agreement shall fall on a weekend or a holiday in the state of Maine, such deadline shall be the next business day thereafter.

14. Due Authority. Each Party hereto represents to the other that it has adequate power and authority to enter into this Agreement and to advance the transaction completed herein and in the Swap Agreement, that all actions necessary to authorize the execution and delivery of this Agreement have occurred, that the individual executing this Agreement on behalf of said Party is duly authorized, and that this Agreement is enforceable against such party in accordance with its terms.

15. Attorneys’ Fees. In any action pursuant to this Agreement at law or in equity, the prevailing party shall be entitled to recover the reasonable costs of its successful case, including reasonable attorneys’ fees and costs of appeal.

16. Survival. The parties expressly agree that the provisions of this Agreement shall survive the Closing, and that this Agreement shall control over any inconsistent or conflicting terms and provisions of the Swap Agreement. The term of this Agreement shall be from the Closing to full performance of the obligations herein, but in no event longer than ten (10) years from the date hereof.

17. Miscellaneous. The recitals are incorporated into the body of this Agreement as if fully set forth herein. Each Party hereto expressly recognizes that time is of the essence with respect to the obligations set forth in this Agreement. This Agreement shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and assigns. Headings are for convenience of reference only and have no independent legal significance. This Agreement may not be modified, waived or amended except in a writing signed by the parties hereto. No waiver of any breach or term hereof shall be effective unless made in writing signed by the party having the right to enforce such a breach, and no such waiver shall be construed as a waiver of any subsequent breach. No course of dealing or delay or omission on the part of any party in exercising any right or remedy shall operate as a waiver thereof or otherwise be prejudicial thereto. Any and all prior and contemporaneous discussions,

undertakings, agreements and understandings of the parties are merged in this Agreement, and the exhibits referenced herein, which together with this Agreement fully and completely expresses their entire agreement. It is expressly understood and agreed that time is of the essence with respect to this Agreement. If any term or provision of this Agreement, or the application thereof to any person or circumstance shall be held to be invalid, illegal or unenforceable by a court, such term or provision shall be deemed stricken and the remainder of this Agreement, or the application of such provision to persons or circumstances other than those as to which this Agreement is held to be invalid or unenforceable, shall continue to be valid and binding upon the parties hereto, who agree that this Agreement shall be reformed to replace the stricken part with a valid and enforceable provision that comes as close as possible to expressing the intent of the stricken provision. This Agreement shall be governed by and construed and enforced in accordance with the laws in effect in the State of Maine. **No party** shall be a third-party beneficiary hereunder, and no provision hereof shall operate or inure to the use and benefit of such third party.

[Signature page follows.]

IN WITNESS WHEREOF, the parties have caused this Development Agreement to be executed by their undersigned representatives, thereunto duly authorized, as of the date first set forth above.

WITNESS:



**STATE OF MAINE, acting by and through the
Maine Judicial Branch**

By: 
Thomas Hild, Chief of Finance and Administration

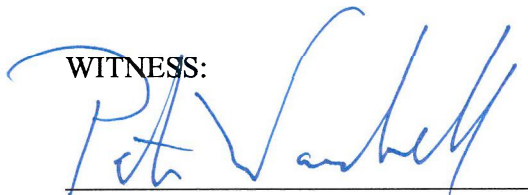
WITNESS:

N/A

CITY OF ELLSWORTH

By: Charles Pearce
Charles Pearce (May 23, 2025 12:51 EDT)
Chales Pearce, City Manager

WITNESS:




ALICE B. WARDWELL

EXHIBIT A

Minimum Utilities

- **WATER**
 - 8" water line for fire protection - 80psi water pressure
 - 3" water line for domestic water
- **SEWER**
 - 10" sanitary line
- **ELECTRIC**
 - 480 volt 3-phase power for a 2,000 amp service (Merrill Lane)
 - 480 volt 3-phase 200 amp service for temporary power to construct the building - stepped down for use

Development Agreement - 5-22-2025 pm

Final Audit Report

2025-05-23

Created:	2025-05-23
By:	Alison King (alison@almaine.com)
Status:	Signed
Transaction ID:	CBJCHBCAABAAKNGjmGNS6pTchYl6glnRFhkrsSOy_i4h

"Development Agreement - 5-22-2025 pm" History

-  Document created by Alison King (alison@almaine.com)
2025-05-23 - 3:49:48 PM GMT
-  Document emailed to Charles Pearce (cpearce@ellsworthmaine.gov) for signature
2025-05-23 - 3:50:28 PM GMT
-  Email viewed by Charles Pearce (cpearce@ellsworthmaine.gov)
2025-05-23 - 4:40:20 PM GMT
-  Document e-signed by Charles Pearce (cpearce@ellsworthmaine.gov)
Signature Date: 2025-05-23 - 4:51:30 PM GMT - Time Source: server
-  Agreement completed.
2025-05-23 - 4:51:30 PM GMT



Adobe Acrobat Sign

FIRST AMENDMENT TO DEVELOPMENT AGREEMENT

This First Amendment to Development Agreement ("Amendment") is dated June 30, 2026, and is among the **STATE OF MAINE**, acting by and through the Maine Judicial Branch (the "State"); the **CITY OF ELLSWORTH**, a body corporate and politic (the "City"), and **Alice B. Wardwell**, an individual with a mailing address of 343 Main Street, Ellsworth, ME 04605 ("Ms. Wardwell") with respect to that certain Development Agreement (the "Development Agreement") dated May 23, 2025, by and among the State, City and Ms. Wardwell. Any capitalized terms not defined herein shall have the meaning ascribed to them in the Development Agreement.

RECITALS

Whereas, pursuant to paragraph 3 of the Development Agreement, the City is obligated to obtain and maintain throughout the term of the Development Agreement, a performance bond or letter of credit running to the State, all as more specifically set forth in the Development Agreement;

Whereas, in the event the City fails to perform its obligations under the Development Agreement, including but not limited to those in paragraphs 1(a)-(i), 2, 3, 6, 7 (as more specifically set forth in the Development Agreement, collectively the "City Obligations"), the State shall be entitled to draw on the letter of credit and use such funds for the performance of such City Obligations;

Whereas, the City has arranged to have First National Bank (the "Bank") issue its Irrevocable Letter of Credit Number 450 in satisfaction of the foregoing requirement (the "Letter of Credit") which Letter of Credit the State has reviewed and approved; and

Whereas, the City and the State wish to amend the Development Agreement as further set forth herein, specifically with respect to the timeline for construction of Merrill Lane and the traffic movement permit for the intersection between Merrill Lane and High Street, and Ms. Wardwell desires to join in such amendment.

NOW, THEREFORE, for and in consideration of the premises and the material covenants hereinafter contained, the State and the City hereto hereby covenant, agree and bind themselves as follows:

1. **Letter of Credit.** Notwithstanding any other provision of the Development Agreement or the Letter of Credit, the State agrees that it shall not request the disbursement of any funds from the Bank under the Letter of Credit until it shall first have delivered to the City, no less than ten (10) calendar days prior to any such request for the disbursement of any funds from the Bank under the Letter of Credit, a Notice of Intent to Draw Funds in the form attached as Exhibit A hereto. The City shall have ten (10) days from receipt of the Notice of Intent to Draw Funds to cure such breach, or (ii) if, by the nature of breach, such breach cannot be cured within the ten (10) day period, initiate commercially reasonable steps to cure such breach and notify the State of the steps being taken and the projected date that they will be completed. So long as the City diligently and continuously pursues said cure to completion, which in no event shall be complete more than thirty (30) days from the date of the Notice of Intent to Draw Funds, the State shall pause drawing on the Letter of Credit. Should the breach not be cured to the State's reasonable satisfaction within said thirty (30) day period, the State may immediately draw on the Letter of Credit and request disbursement.

2. **Future Amendments.** Notwithstanding Section 17 of Development Agreement, any further modifications, waivers, or amendments to the Development Agreement shall require only the signatures of the State and the City, but not that of Ms. Wardwell.

3. **Traffic Movement Permit.** In recognition of the unique partnership between the City and State with respect to the Hancock Judicial Center (the "HJC"), the City shall obtain a traffic movement permit from MDOT ("TMP") for the intersection between Merrill Lane and High Street so that Merrill Lane may be used to access the Courthouse **no later than June 1, 2027**. The State shall use best efforts to assist the City in obtaining the TMP. Should the TMP require additional real property for improvements to the rights of way of High Street or Merrill Lane, the City shall acquire such additional real property by fee purchase or by eminent domain **no later than January 1, 2027**, and the State shall designate up to Four Hundred and Fifteen Thousand Dollars (\$415,000.00) (the "TMP Contribution") to reimburse the City for any reasonable, actual cost or expense incurred in connection with the City's receipt of the TMP (each, a "Covered Cost"). At least every month, the City shall submit invoices to the State requesting reimbursement of a Covered Cost, and so long as all invoices requesting reimbursement from such TMP Contribution are reasonable and received by the State **no later than June 15, 2027**, the State shall promptly reimburse the City the amount of said Covered Cost. In no event, however, shall the State pay to the City a combined amount more than the TMP Contribution set forth herein.

4. **Minimum Utilities.** As further set forth in Section 1(h) of the Development Agreement, the City shall install or cause to be installed the Minimum Utilities to the site of the HJC (stumped, if applicable), to the standards set forth in the Development Agreement by the deadlines established herein:

- (a) Temporary electric service (480 volt, 3-phase power for 200 amp service for temporary power) available on-site for the State contractor's use as soon as possible and **no later than July 15, 2026**, provided that if the City provides such electricity by generators, the City shall pay for and provide adequate fuel for the generators until the City installs permanent electric service to the HJC, as further set forth herein;
- (b) Permanent, underground electric service (480 volt, 3-phase power for 2,000 amp service) **no later than January 1, 2027**;
- (c) Public water including sufficient flow and pressure for sprinkler design (3" water line for domestic service and 8" water line for fire protection with at least 80 psi pressure) **no later than October 15, 2026**; and
- (d) Public sewer (10" sanitary line) **no later than January 1, 2027**.

5. **Maintenance of Merrill Lane during Construction of Courthouse.** As further set forth in Sections 1 and 1(g) of the Development Agreement, and in conformity with the timelines set forth in the Development Agreement, after building Merrill Lane, the City shall maintain and repair Merrill Lane until such time as the City accepts Merrill Lane as a public way, notwithstanding the State's or its contractor's use of Merrill Lane for access to the New Courthouse with construction equipment and vehicles. Should the State or its assignee request maintenance or repair of Merrill Lane (a "Request"), the City shall, within 72 hours of the delivery of the Request, initiate maintenance and repair and shall diligently prosecute the same to completion. Should the City fail to promptly respond to such a Request or should the City fail to diligently prosecute the maintenance and repair requested by the State or its assignee (as determined by the State in its sole discretion), then the State shall have the right to draw on the Letter of Credit described herein and to perform said repairs and maintenance. In no event shall the City obstruct the State's use of Merrill Lane. The City shall coordinate with the State and its assignees on the completion of the permanent, finished road within the right of way for Merrill Lane. The City shall ensure that Merrill Lane is constructed to the road performance standards referenced in the Development Agreement, such that the road is accepted by the City Council as a public way, **no later than October 1, 2027**.

6. **Payment for City's Obligations.** The City shall pay for the acquisition of any additional real property for the TMP, the maintenance and repair of Merrill Lane, and the installation of the Minimum Utilities as provided hereunder at its sole cost and expense (except for the TMP Contribution which shall

be provided by the State), provided however that the City may use a mix of public and private funding sources including but not limited to state and federal funding, impact fee schedules, TIF district funding, and increased property tax revenue, and the State shall support the City with the pursuit of the same funding sources, including grant applications. Notwithstanding the foregoing, the failure of the City to procure such alternate funds or to appropriate sufficient funds therefor shall not excuse complete performance of the City's obligations hereunder, nor shall it excuse the State from making its TMP Contribution. For avoidance of doubt, this Paragraph 6 does not modify the State's obligation, as set forth in Paragraph 3, to reimburse the City for any and all Covered Cost up the State's TMP Contribution limit of \$415,000.

7. **Default.** Should the City (i) fail to obtain the TMP by June 1, 2027; (ii) fail to acquire the additional real property necessary for the TMP by January 1, 2027; (iii) fail to install any one of the Minimum Utilities before the deadlines set forth herein; (iv) fail to timely respond to a Request; (v) fail to finish Merrill Lane (including any construction or improvements to its intersection with High Street) by October 1, 2027; or (vi) otherwise materially fail in its performance under the Amendment or the Development Agreement as determined by the State in its sole but reasonable discretion (each an "Event of Default"), the State shall be entitled to pursue any or all of the remedies as set forth in the Development Agreement, herein, or available to it under law or equity, including but not limited to (i) drawing on the Letter of Credit; (ii) specific performance; and (iii) suing the City for damages, including real, special, and punitive. In such Event of Default, should the State choose to complete construction of Merrill Lane or to install the Minimum Utilities as set forth herein, the State shall draw on the Letter of Credit for any and all costs and expenses incurred in fulfilling the City's obligations hereunder; provided, however, if the State's costs exceed the amount of the Letter of Credit, the State may invoice the City for the difference, which the City shall promptly pay. If the City fails to pay said invoices within thirty (30) calendar days, the State may impose a late fee equal to five percent (5%) of the current amount then due. Any unpaid invoices and late fees shall accrue interest at five percent (5%) per annum, compounded monthly. In any action pursuant to this Amendment at law or in equity, the prevailing party shall be entitled to recover the reasonable costs of its successful case, including reasonable attorneys' fees and costs of appeal.

8. **Due Authority.** Each party hereto represents to the other that it has adequate power and authority to enter into this Amendment and in to the Development Agreement, that all actions necessary to authorize the execution and delivery of this Amendment have occurred, that the individual executing this Amendment on behalf of said party is duly authorized, and that this Amendment is enforceable against such party in accordance with its terms.

9. **Miscellaneous.** The recitals set forth above are incorporated into the body of this Amendment. This Amendment shall be binding upon and inure to the benefit of the successors and assigns of the parties. This Amendment may not be modified, waived or amended except in a writing signed by the parties hereto. No waiver of any breach or term hereof shall be effective unless made in writing signed by the party having the right to enforce such a breach, and no such waiver shall be construed as a waiver of any subsequent breach. No course of dealing or delay or omission on the part of any party in exercising any right or remedy shall operate as a waiver thereof or otherwise be prejudicial thereto. Any and all prior and contemporaneous discussions, undertakings, agreements and understandings of the parties are merged into the Development Agreement and this Amendment, and the exhibits referenced herein, which alone fully and completely express their entire agreement. It is expressly understood and agreed that time is of the essence with respect to this Amendment. If any term or provision of this Amendment, or the application thereof to any person or circumstance shall be held to be invalid, illegal or unenforceable by a court, such term or provision shall be deemed stricken and the remainder of this Amendment, or the application of such provision to persons or circumstances other than those as to which this Amendment is held to be invalid or unenforceable, shall continue to be valid and binding upon the parties hereto, who agree that this Amendment shall be reformed to replace the stricken part with a valid and enforceable provision that comes as close as possible to expressing the intent of the

stricken provision. This Amendment shall be governed by and construed and enforced in accordance with the laws in effect in the State of Maine. This Amendment may be executed in counterparts and by electronic means.

[Remainder of page intentionally blank. Signature page follows.]

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EXHIBIT A

NOTICE OF INTENT TO DRAW FUNDS

Date of Notice: _____

City of Ellsworth
Attn: City Manager
1 City Hall Plaza
Ellsworth, ME 04605

Re: Ellsworth Merrill Lane Improvement Project

This Notice is delivered pursuant to that certain Supplemental Agreement dated June 30, 2026 between the State of Maine, acting by and through the Maine Judicial Branch (the "State") and the City of Ellsworth, supplementing the undertakings of the State and the City as set forth in that certain Development Agreement (the "Development Agreement") dated and effective May 23, 2025 by and among the State, the City and Alice B. Wardwell, an individual with a mailing address of 343 Main Street, Ellsworth, ME 04605.

1. The City has failed to perform the following obligations under the Development Agreement (the "Failed Obligations"), and the estimated cost of the work remaining is detailed as follows:

2. As a result of such failure, the State hereby notifies the City that on or after 10 days from the Date of Notice first set forth above, the State intends, subject to paragraph 1 of the "First Amendment To Development Agreement" to draft funds under and pursuant to that certain Letter of Credit No. 450 dated January __, 2026, issued by First National Bank in favor of the State, and to use such funds for the performance of such Failed Obligations.

IN WITNESS WHEREOF, this Notice of Intent to Draw Funds has been executed as of the Date of Notice first set forth above.

State of Maine, acting by and through the Maine
Judicial Branch

By: _____
Name:
Title:

SUMMARY OF KEY DATES

Objective	Reference Point	Date
City completes installation of temporary power	Section 4(a) of Amendment	July 15, 2026
City completes installation of public water	Section 4(c) of Amendment	October 15, 2026
City completes installation of permanent power	Section 4(b) of Amendment	January 1, 2027
City complete installation of public sewer	Section 4(d) of Amendment	January 1, 2027
City acquires any additional real property necessary for TMP	Section 3 of Amendment	January 1, 2027
Last date by which City may obtain TMP	Section 3 of Amendment	June 1, 2027
Last date by which City may invoice the State for a reimbursement from the TMP Contribution	Section 3 of Amendment	June 15, 2027
City accepts Merrill Lane as Public Road	Section 5 of Amendment	October 1, 2027

In the event of any discrepancy between the table above and the dates set forth in the body of the Amendment, the dates in the body of the Amendment shall control.

LETTER OF CREDIT NOTE
(Merrill Lane Improvements)

On the Maturity Date (defined below), the City of Ellsworth, Maine (the "Issuer"), for value received, promises to pay to First National Bank (the "Bank"), or registered assigns, the principal sum of One Million Five Hundred Thousand and 00/100 Dollars (\$1,500,000.00) or so much thereof as may be advanced from time to time hereunder and under that certain Irrevocable Letter of Credit No. 450 dated October 1, 2026, issued by the Bank for the benefit of the State of Maine, acting by and through the Maine Judicial Branch (the "Letter of Credit"), with interest thereon from the date of each such advance accruing at the rate of 5.39% per annum calculated on the basis of a 360-day year with twelve 30-day months. Both principal and interest on this Note are payable in lawful money of the United States of America upon presentation and surrender hereof at the Bank's office located at 223 Main Street, Damariscotta, Maine 04543 (the "Bank Office").

All amounts owing hereunder shall be due and payable in full on the Maturity Date. "Maturity Date" means the same date as the Expiration Date as defined in the Letter of Credit, as such Expiration Date may be extended thereunder.

The interest paid on this Note shall be subject to taxation by appropriate taxing authorities.

This Note is issued under the authority of the Issuer's Charter and Order #122509 duly adopted by the Issuer's City Council on December 15, 2025 (the "Authorizing Votes"), and all other authority thereto enabling.

This Note may be prepaid at any time prior to its stated date of maturity without payment of premium or penalty.

It is hereby certified and recited that all acts, formalities, conditions and things required to be done, to happen and to be performed precedent to the issuing of this Note and essential to the validity hereof have been done, have happened, and have been performed or complied with in regular and due form and now exist, as required by law and by the Authorizing Votes, and that for the payment of the principal of, and interest on this Note, the City hereby irrevocably pledges its full faith and credit and taxing authority. This Note is within every debt and other limit prescribed by the Constitution and Laws of the State of Maine.

IN WITNESS WHEREOF, the said City of Ellsworth has caused this Note to be signed in its name and on its behalf by its City Manager and its Finance Director, under the seal of the City affixed hereto, and attested by its Clerk, all as of the 1st day of October, 2026.



ATTEST:

Elvory A. Kp. Drwlin
Its Clerk

CITY OF ELLSWORTH

By: *[Signature]*

Its City Manager

By: *[Signature]*

Its Finance Director

IRREVOCABLE LETTER OF CREDIT No. 450

LETTER OF CREDIT ISSUER (Referred to as the "Bank"):

First National Bank
223 Main Street
P.O. Box 940
Damariscotta, ME 04543

BENEFICIARY:

State of Maine, acting by and through the Maine Judicial Branch
Administrative Office of the Courts
125 Presumpscot Street
Portland, ME 04103

APPLICANT:

City of Ellsworth
One City Hall Plaza
Ellsworth ME 04605

Reference is made to that certain Irrevocable Letter of Credit Number 450 dated October 1, 2026 and issued by the Bank at the request of the Applicant for the benefit of the Beneficiary (the "Letter of Credit"). Pursuant to the Letter of Credit, the Beneficiary may request advances under the Letter of Credit from the Bank from time to time upon presentation of a properly completed sight draft. The undersigned hereby certifies that the following individuals, specified as "Authorized Persons," are authorized to submit sight drafts to the Bank requesting advances under the Letter of Credit.

Any changes to the list of Authorized Persons described below must be supplied to the Bank in writing by an Authorized Person and shall not be effective until the Bank acknowledges receipt of the same.

Authorized Persons: State of Maine, acting by and through the Maine Judicial Branch

Name: Thomas Hild
Title: Chief of Finance and Administration,
Administrative Office of the Courts
Signature: 
Email: thomas.hild@courts.maine.gov
Cell Phone: (207) 317-6536
Business Phone: (207) 822-0792

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The **FRIENDLY CITY**
Ellsworth
Maine

City of Ellsworth, Maine
1 City Hall Plaza, Ellsworth, ME 04605

To: City Council

From: Sara Devlin, Deputy City Manager and Chris Nemeth Finance Director

CC: Charlie Pearce, City Manager

Re: General Obligation Bond Authorization – FY2027 Capital Improvement Projects (CIP)

PURPOSE

The purpose of this memorandum is to provide the City Council with supporting information regarding the proposed issuance of up to \$3,860,443 in General Obligation Bonds for capital projects previously identified through the City's capital planning process.

Approval of the bond authorization does not authorize the immediate drawdown or expenditure of these funds. Each project will continue through the City's normal procurement and approval process, with individual contracts and purchases presented to the City Council for approval, as required, before funds are expended.

Following the required public hearing, the City Council will be asked to consider authorization of the General Obligation Bonds necessary to finance the projects outlined below.

The FY2027 Capital Improvement Plan (CIP) represents the City's ongoing effort to establish a structured, long-term approach to identifying and prioritizing municipal capital needs. The CIP was developed following a review of more than 220 capital project requests and evaluates projects based on condition, operational need, service impacts, implementation readiness, and alignment with the Ellsworth 2035 Comprehensive Plan.

Throughout the development of the CIP, the City Council held workshops to review the capital planning process, proposed projects, project prioritization, and potential funding approaches. Councilors were provided CIP workbooks containing the individual project sheets and supporting information for the projects under consideration. The FY 2027 CIP was subsequently incorporated into the City's adopted FY 27 budget. (FY 27 Budget can be found [here](#). The CIP can be found on page 571)

The projects included in the present General Obligation Bond financing are the result of rigorous prioritization in this capital planning and associated budgeting process. The bond authorization represents the next step in securing the financing necessary to advance these selected FY 27 capital priorities.

Financing Approach – General Obligation Bonds

Our recommendation is to proceed directly with long-term General Obligation Bond financing rather than utilizing a more cumbersome and expensive two-step Bond Anticipation Note (BAN) followed by a subsequent bond issuance. A BAN is generally used as short-term interim financing when project costs, timing, or the ultimate amount of long-term borrowing are not yet sufficiently established.

For the projects included in this authorization, the City has completed substantial capital planning, identified the projects and anticipated funding needs through the FY 27 CIP process, and is positioned to move forward with implementation. Proceeding directly to permanent bond financing provides greater certainty regarding the City's long-term debt obligations and repayment schedule and avoids the additional financing costs and administrative burden associated with issuing a BAN and later converting that short-term debt to a bond.

Direct bonding also allows the City to properly align the repayment term of each project with the useful life of the underlying asset. The proposed terms range from shorter repayment periods for technology and pavement improvements to longer terms for major infrastructure investments, consistent with the financing structure outlined below.

Our 10-year Capital Improvement Plan also provides the City with the necessary foresight to escape the traditional BAN-to-bond cycle to a more straightforward, cost-efficient, direct bonding process. This approach reduces administrative burden, simplifies financial tracking and auditing across multiple fiscal years, and provides cost savings by eliminating the interest and issuance fees associated with interim BAN financing. Together, the CIP and direct bonding approach create a more predictable and efficient framework for planning and financing the City's long-term capital needs.

TIF Funding and Debt Service

Tax Increment Financing (TIF) will increasingly be an important component of the City's strategy for repaying debt associated with several of the proposed capital projects. Applying eligible TIF revenues toward annual debt service allows the City to advance critical infrastructure investments while reducing the amount of debt service that must be supported through the general property tax levy.

TIF allows the City to access the incremental value within a defined district and dedicate the associated tax revenue to eligible investments, including public infrastructure. Property owners within the district continue to pay taxes normally; however, capturing the new valuation also helps shelter that growth from State valuation calculations that can affect municipal revenue sharing, school funding, and county tax obligations. Without TIF sheltering, our estimates show that the City would effectively lose approximately 64 cents of each new property-tax dollar once these valuation-based impacts are considered.

For Bayside Road, the Beckwith Hill TIF includes an allocation of up to \$90,000 annually for the project for the remaining life of the TIF, which expires in March 2032. Under the current TIF structure, unless amended during this fiscal year, the capture rate will begin decreasing by 10% annually through the expiration of the district. As the capture rate declines, the amount of TIF revenue available to support debt service would also decrease.

To maximize the use of TIF revenues and reduce the amount of debt service that must be supported by property taxpayers, staff anticipates recommending an amendment to the Beckwith Hill TIF that would maintain a 100% capture rate for the remaining life of the district. That amendment will be presented to the City Council separately for consideration at a later date.

Subject to available TIF revenues and Council approval of the proposed amendment, these funds can be used toward the annual debt service associated with the City's \$750,000 share of the Bayside Road project.

For Merrill Lane/Courthouse Road, sidewalks, and local road improvements, the newly established Downtown Corridor TIF and Central Corridor TIF include annual allocations specifically intended to support critical infrastructure improvements. Collectively, the districts provide \$99,500 annually for sidewalk improvements and \$116,600 annually for road improvements. These dedicated revenues provide the City with an additional funding source to offset annual debt service for eligible projects included in this bond authorization.

The work of city staff and the council earlier in the year to establish these districts allowed the city to capitalize on a two year look back on valuations of the new districts which means that valuation growth in those areas (which has been very high the past two years) is expected to be able to cover a substantial amount of road and sidewalk investment if turned on to full capture should the council wish to pursue TIF funding for these investments.

The availability of these TIF revenues is an important part of the City's overall financing strategy. While the General Obligation Bonds establish the financing necessary to advance the projects, the City can use available TIF revenues to help meet the resulting annual debt-service obligations rather than relying exclusively on property tax revenues.

TIF is a critical financial tool in the City's toolbox. It allows the City to leverage economic development revenues to make long-term investments in roads, sidewalks, and other critical infrastructure while helping to reduce the impact of those investments on Ellsworth property taxpayers.

Proposed Bond Projects

Project	Bond Amount	Proposed Term
Year 1 Local Roads Program	\$1,183,260	10 Years
Year 1 Sidewalk Improvements	\$127,183	10 Years
Core Network Switches Infrastructure Upgrade	\$50,000	5-7 Years
Courthouse Road	\$1,750,000	20-30 Years
Bayside Road – Phase 1, Design & Engineering	\$750,000	10 Years

Total Proposed Bond Authorization	\$3,860,443	
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Year 1 Local Roads Program – \$1,183,260

The Year 1 Local Roads Program includes pavement improvements to identified segments of Maple Street, Gary Moore Road, McKenzie Avenue, and Red Bridge Road. The City utilized data collected through its StreetScan pavement assessment to evaluate roadway conditions across the City and prioritize the road segments included in the Year 1 program.

Depending on the condition of each roadway segment, improvements may include shim and overlay, reclaim and pave, or full reconstruction. The City’s pavement management strategy uses this condition data to identify the appropriate treatment for each roadway and to address deterioration at the appropriate point in its lifecycle. This data-driven approach allows the City to strategically invest available resources, preserve existing infrastructure, improve ride quality and motorist safety, and reduce the likelihood of more extensive and costly reconstruction in the future.

The funding proposed for the CIP Year 1 Local Roads Program is generally consistent with the City’s recent level of investment in local road infrastructure. In 2025, the City awarded a local roads paving contract totaling approximately \$1.61 million for improvements to Foster Street, Elm Street, Happytown Road, Grant Street, Western Avenue/Holt Drive/Argon Road, Hancock Street, Red Bridge Road, Birch Street, Maddocks Avenue, Boggy Brook Road, Bayview Avenue, Industrial Road, the Happytown/Winkumpaugh Road area, Gary Moore Road, and Harbor Park parking areas.

The funding included in the proposed bond continues a similar level of annual investment, while using the City’s 10-year Capital Improvement Plan and pavement condition data to more strategically prioritize road segments based on condition and anticipated treatment needs.

Proposed Bond Amount: \$1,183,260 Proposed Term: 10 years

Year 1 Sidewalk Improvements – \$127,183

The Year 1 Sidewalk Program addresses five identified sidewalk segments on High Street. Improvements will include removal of deteriorated asphalt, preparation of the subgrade, and installation of new compliant sidewalk sections. The City utilized data collected through its StreetScan pavement assessment to evaluate sidewalk conditions across the City and prioritize the sidewalk segments included in the Year 1 program. Work may also include curb adjustments, drainage corrections, detectable warning surfaces, and other ADA-related improvements.

The identified sidewalk segments have deficiencies that include cracking, settlement, surface deterioration, and/or ADA compliance concerns. Reconstruction will improve pedestrian safety and accessibility while reducing future maintenance needs and supporting walkability throughout the City.

The StreetScan data also highlights the significant condition needs within the City's sidewalk network. Overall, the data indicates that the City's sidewalks are in extremely poor condition, with conditions generally worse than those identified across much of the local road network. This reflects a consistent pattern of underinvestment in sidewalk maintenance and reconstruction over a number of years. The proposed capital investment begins to address this backlog through a more deliberate, long-term approach to maintaining and improving the City's pedestrian infrastructure

Proposed Bond Amount: \$127,183 Proposed Term: 10 years

Core Network Switch Infrastructure Upgrade – \$50,000

This project will replace the City's core network switches, which were last upgraded in 2018 and serve as the backbone of the City's municipal network.

The equipment supports connectivity for City servers, internet access, public safety radio communications, cybersecurity systems, and departmental operations across City facilities. Replacement parts for the existing equipment are becoming increasingly difficult to obtain, creating an operational risk if a failure occurs.

Replacement of the switches will improve network reliability, performance, security, vendor support, and continuity of operations while reducing the risk of a significant outage affecting multiple City departments.

Proposed Bond Amount: \$50,000 Proposed Term: 5–7 years

Courthouse Road – \$1,750,000

The Courthouse Road project involves construction of a new roadway and associated infrastructure to provide access to the new Hancock Judicial Center. The project includes a new roadway connection to High Street, defined ingress and egress for adjacent properties, pedestrian accommodations, drainage infrastructure, utility coordination, roadway lighting, and traffic-control improvements.

Under the Development Agreement between the City, State of Maine acting through the Maine Judicial Branch, and Alice B. Wardwell, the City is responsible for the acquisition, design, and construction of Merrill Lane and associated minimum utilities. The road is to be designed in accordance with applicable MaineDOT and City standards and ultimately submitted for acceptance as a public road.

The Development Agreement further provides that the City is responsible for the cost of acquiring and constructing Merrill Lane and installing the required minimum utilities, while allowing the City to utilize various public and private funding sources to meet those obligations.

Proposed Bond Amount: \$1,750,000 Proposed Term: 20 years

Bayside Road – Phase 1 Design & Engineering – \$750,000

The Bayside Road project involves improvements to approximately 1.79 miles of Route 230 (Water Street/Bayside Road), from Main Street to Beechland Road. The overall project is intended to address roadway geometry, drainage, shoulder deficiencies, pavement deterioration, and accommodations for motorists, cyclists, and pedestrians.

Route 230 serves as an important year-round connection between Ellsworth and Mount Desert Island and carries approximately 7,400–10,000 vehicles per day, with additional seasonal tourism traffic. Existing conditions include shoulder washouts, drainage failures, rutting, cracking, potholes, and poor ride quality.

The City has entered into a Municipal Partnership Agreement with MaineDOT for the project. The agreement establishes an estimated total project cost of \$1.5 million, with MaineDOT providing up to \$750,000 and the City responsible for a \$750,000 municipal share, representing a 50/50 cost-sharing arrangement.

The proposed borrowing represents the City's local share of the project and, for purposes of this bond issuance, is identified for Phase 1 – Design and Engineering.

The MaineDOT agreement also requires construction to commence within 18 months and the project to be certified complete within 36 months of execution, subject to the agreement's good-faith provisions.

Proposed Bond Amount: \$750,000 Proposed Term: 10 years

Financial Summary

The total General Obligation Bond authorization requested is: **\$3,860,443**

The proposed financing terms have been structured based on the nature and anticipated useful life of the underlying capital assets, with shorter-lived technology and roadway improvements financed over shorter periods and long-lived infrastructure financed over longer terms.

It's important to note that while the bond authorization establishes the financing capacity necessary to advance these projects, it does *not* mean that the full \$3,860,443 will necessarily be supported solely through the general property tax levy. MaineDOT participation in the Bayside Road project and the use of eligible TIF revenues for annual debt service will help offset the City's costs and reduce the impact on property taxpayers.

Requested Council Action

Following the public hearing, staff recommends that the City Council consider approval of the Order authorizing the issuance of up to \$3,860,443 in General Obligation Bonds to finance the capital projects described above.

If the City Council moves to approve the CIP General Obligation Bond, the following motion is suggested:

Move to approve the Order authorizing the issuance of up to \$3,860,443.00 of the City of Ellsworth's General Obligation Bonds to finance the acquisition of miscellaneous equipment and street, road, sidewalk, and other municipal infrastructure improvements, as presented.

Attachment A — Year 1 Local Roads Program

FY2027 Capital Improvement Plan Project Sheet

This project sheet provides the original FY2027 CIP information for the Year 1 Local Roads Program, including the roadway segments identified for improvement and the basis for prioritizing the work. The program includes portions of Maple Street, Gary Moore Road, McKenzie Avenue, and Red Bridge Road and may include various pavement rehabilitation treatments based on existing conditions.

Note: The original CIP estimate shown on the attached project sheet is \$986,050. The current amount proposed for bond authorization is \$1,183,260.

Following this page: FY2027 CIP Project Sheet – Year 1 Local Roads Program Improvements



Ellsworth - Capital Project Information Sheet

Project ID:	Project Name:	Approved & Funded?
TR2701	Year 1 Local Roads Program Improvements	

Project Description:

FY 2027 Local Roads Maintenance consists of performing recommended maintenance treatments on segments of Maple St., Gary Moore Rd., Mckenzie Ave., and Red Bridge Rd. The segments are selected based on the recent pavement evaluation and pavement conditions. The work will include a combination of rehabilitation activities such as shim & overlay, reclaim & pave, and reconstruction based on the condition of each roadway segment. As part of the City's pavement management strategy, maintenance activities are intentionally diversified each year to distribute costs more evenly over time and maximize the overall lifespan of roadway assets. These efforts are designed to address existing deficiencies, protect the pavement structure, and extend the useful life of the roadway network.

Project Justification:

The pavement segments included in this project have been evaluated and determined to require maintenance to prevent further deterioration. Without timely intervention, these roadways will continue to degrade, leading to more extensive and costly reconstruction in the future. Implementing the recommended maintenance treatments now will preserve existing infrastructure, improve ride quality and safety for motorists, and reduce long-term capital costs. This proactive approach aligns with sound asset management principles by maximizing the lifespan of current pavement investments and ensuring the City maintains a safe, reliable, and efficient transportation network.

Photo(s):



Object Code	Funding Source Description	Total	Prior FY Years Funding Sources/ Expenditures	FY27	FY28	FY29	FY30	FY31	Beyond FY31
PROJECT FUNDING SOURCES									
Proposed Bonds	-	986,050	-	986,050	-	-	-	-	-
-	-	-	-	-	-	-	-	-	-
-	-	-	-	-	-	-	-	-	-
-	-	-	-	-	-	-	-	-	-
-	-	-	-	-	-	-	-	-	-
-	-	-	-	-	-	-	-	-	-
TOTALS		\$ 986,050	\$ -	\$ 986,050	\$ -	\$ -	\$ -	\$ -	\$ -
PROJECT EXPENDITURES									
Land/ROW	-	-	-	-	-	-	-	-	-
Prelim Design	-	-	-	-	-	-	-	-	-
Design	-	-	-	-	-	-	-	-	-
Construction	-	857,435	-	857,435	-	-	-	-	-
FFE	-	-	-	-	-	-	-	-	-
Contingency	-	128,615	-	128,615	-	-	-	-	-
TOTALS		\$ 986,050	\$ 594	\$ 986,050	\$ -	\$ -	\$ -	\$ -	\$ -

Attachment B — Year 1 Sidewalk Improvements

FY2027 Capital Improvement Plan Project Sheet

This project sheet provides additional information regarding the proposed \$127,183 Year 1 Sidewalk Improvements Program. Year 1 includes five identified sidewalk segments on High Street and addresses deterioration, pedestrian safety, accessibility, drainage, and ADA-related deficiencies.

Following this page: FY2027 CIP Project Sheet – Year 1 Local Sidewalks Program Improvements



Ellsworth - Capital Project Information Sheet

Project ID:	Project Name:	Approved & Funded?
TR2703	Year 1 Local Sidewalks Program Improvements	

Project Description:

The reconstruction of ten identified sidewalk segments throughout the City were documented in the recent sidewalk evaluation. The work will include removal of existing deteriorated asphalt surfaces, preparation of subgrade, and installation of new compliant sidewalk sections. Improvements may also include curb adjustments, drainage corrections, and installation of ADA-compliant features such as detectable warning surfaces and proper slope alignment, with a goal to restore these segments to a safe, durable, and accessible condition that meets current municipal and accessibility standards. Year 1: five sidewalk segments have been identified on High Street.

Project Justification:

The selected sidewalk segments have been identified as deficient due to cracking, settlement, surface deterioration, and/or non-compliance with ADA standards. These conditions present safety hazards to pedestrians, increase liability risk for the City, and negatively impact accessibility for residents and visitors. Reconstructing these sidewalks will improve pedestrian safety, ensure compliance with federal accessibility requirements, and enhance the overall condition of the City's transportation infrastructure. Proactive investment in sidewalk reconstruction also helps prevent further deterioration, reduces long-term maintenance costs, and supports walkability and community connectivity.

Photo(s):



Object Code	Funding Source Description	Total	Prior FY Years Funding Sources/ Expenditures	FY27	FY28	FY29	FY30	FY31	Beyond FY31
PROJECT FUNDING SOURCES									
Proposed Bonds	-	127,183	-	127,183	-	-	-	-	-
-	-	-	-	-	-	-	-	-	-
-	-	-	-	-	-	-	-	-	-
-	-	-	-	-	-	-	-	-	-
-	-	-	-	-	-	-	-	-	-
-	-	-	-	-	-	-	-	-	-
TOTALS		\$ 127,183	\$ -	\$ 127,183	\$ -	\$ -	\$ -	\$ -	\$ -
PROJECT EXPENDITURES									
Land/ROW	-	-	-	-	-	-	-	-	-
Prelim Design	-	-	-	-	-	-	-	-	-
Design	-	-	-	-	-	-	-	-	-
Construction	-	120,727	-	120,727	-	-	-	-	-
FFE	-	-	-	-	-	-	-	-	-
Contingency	-	6,456	-	6,456	-	-	-	-	-
TOTALS		\$ 127,183	\$ 597	\$ 127,183	\$ -	\$ -	\$ -	\$ -	\$ -

Attachment C — Core Network Switch Infrastructure Upgrade

FY2027 Capital Improvement Plan Project Sheet

This project sheet provides additional information regarding the proposed **\$50,000 Core Network Switch Infrastructure Upgrade**, including the project scope, need for replacement, and anticipated use of bond proceeds. The project addresses aging core network equipment that supports critical City technology systems, including servers, internet connectivity, cybersecurity systems, and public safety communications.

Following this page: FY2027 CIP Project Sheet – Core Network Switch Infrastructure Upgrade

 Ellsworth - Capital Project Information Sheet	Project ID:	Project Name:	Approved & Funded?						
	TE2701	Core Network Switch Infrastructure Upgrade							
Project Description:		Photo(s):							
This project will replace the City's core network switches, which were last upgraded in 2018 and serve as the backbone of the municipal network. These switches provide connectivity for servers, internet access, public safety radio communications, cybersecurity systems, and departmental operations across City facilities. Replacing this equipment will improve reliability, performance, security, and long-term support for critical municipal technology systems.									
Project Justification:									
The core network is critical infrastructure and a central point of dependency for nearly all City operations. Replacement parts are increasingly difficult to obtain. Because so many systems rely on this equipment, failure at this layer could disrupt services across multiple departments at once. Replacing the core network now reduces the risk of a major outage, improves continuity of operations, restores current vendor support, and avoids the higher cost and disruption of emergency replacement after a failure. This project is a proactive investment in operational resiliency, not simply an IT refresh.									
Object Code	Funding Source Description	Total	Prior FY Years Funding Sources/ Expenditures	FY27	FY28	FY29	FY30	FY31	Beyond FY31
PROJECT FUNDING SOURCES									
Proposed Bonds	-	50,000	-	50,000	-	-	-	-	-
-	-	-	-	-	-	-	-	-	-
-	-	-	-	-	-	-	-	-	-
-	-	-	-	-	-	-	-	-	-
-	-	-	-	-	-	-	-	-	-
-	-	-	-	-	-	-	-	-	-
TOTALS		\$ 50,000	\$ -	\$ 50,000	\$ -	\$ -	\$ -	\$ -	\$ -
PROJECT EXPENDITURES									
Land/ROW	-	-	-	-	-	-	-	-	-
Prelim Design	-	-	-	-	-	-	-	-	-
Design	-	-	-	-	-	-	-	-	-
Construction	-	-	-	-	-	-	-	-	-
FFE - Switch Eq	-	50,000	-	50,000	-	-	-	-	-
Contingency	-	-	-	-	-	-	-	-	-
TOTALS		\$ 50,000	\$ -	\$ 50,000	\$ -	\$ -	\$ -	\$ -	\$ -

Attachment D — Courthouse Road

FY2027 Capital Improvement Plan Project Sheet

This project sheet provides the original FY2027 CIP information for construction of Courthouse Road/Merrill Lane, which will provide access to the new Hancock Judicial Center. The project includes roadway construction, pedestrian accommodations, drainage, utility coordination, lighting, and traffic-control improvements.

Note: The original CIP estimate shown on the attached project sheet is \$2,000,000. The current amount proposed for bond authorization is \$1,750,000.

Following this page: FY2027 CIP Project Sheet – Courthouse Road Construction

 Ellsworth - Capital Project Information Sheet	Project ID: TR2702	Project Name: Courthouse Road Construction	Approved & Funded?						
Project Description:		Photo(s):							
The Courthouse Road project involves the construction of a new road and associates infrastructure to provide access to the new Hancock County Courthouse. The project includes the development of a new road alignment connecting to High Street, establishment of defined ingress and egress points for adjacent properties and installation of pedestrian accommodations. Additional project components include drainage infrastructure, utility coordination roadway lighting and traffic control features.									
Project Justification:									
This project is necessary to support the development of the new Hancock County Courthouse and to create a safe, efficient, and purpose-built access roadway for a currently constrained and high-traffic area. The absence of a dedicated roadway designed for the anticipated traffic volumes presents safety and operational challenges along High Street and within adjacent commercial properties.									
Object Code	Funding Source Description	Total	Prior FY Years Funding Sources/ Expenditures	FY27	FY28	FY29	FY30	FY31	Beyond FY31
PROJECT FUNDING SOURCES									
Proposed Bonds	-	2,000,000	-	1,000,000	1,000,000	-	-	-	-
-	-	-	-	-	-	-	-	-	-
-	-	-	-	-	-	-	-	-	-
-	-	-	-	-	-	-	-	-	-
-	-	-	-	-	-	-	-	-	-
-	-	-	-	-	-	-	-	-	-
TOTALS		\$ 2,000,000	\$ -	\$ 1,000,000	\$ 1,000,000	\$ -	\$ -	\$ -	\$ -
PROJECT EXPENDITURES									
Right of Way	-	-	-	-	-	-	-	-	-
Prelim Eng/ Geotech/survey	-	-	-	-	-	-	-	-	-
Design/Const Eng	-	90,000	-	90,000	-	-	-	-	-
Construction	-	1,827,000	-	1,000,000	827,000	-	-	-	-
FFE	-	-	-	-	-	-	-	-	-
Contingency	-	83,000	-	-	83,000	-	-	-	-
TOTALS		\$ 2,000,000	\$ 596	\$ 1,090,000	\$ 910,000	\$ -	\$ -	\$ -	\$ -

Attachment E — Bayside Road Rehabilitation

Capital Project Information Sheet

This project sheet provides an overview of the proposed Route 230/Bayside Road improvements from Main Street to Beechland Road. It identifies the approximately 1.79-mile project corridor, existing roadway and drainage deficiencies, project scope, and the anticipated 50/50 funding partnership between the City and MaineDOT.

Following this page: Bayside Road Rehabilitation Capital Project Information Sheet



Ellsworth - Capital Project Information Sheet

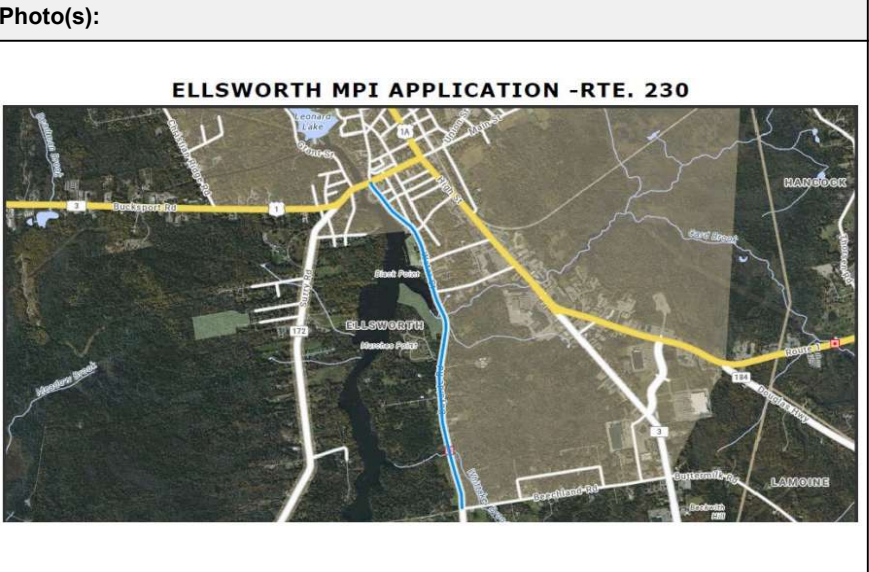
Project ID:	Project Name:	Approved & Funded?
TR2704	Bayside Road Rehabilitation	

Project Description:

Complete preliminary engineering, final design, and phased reconstruction of Route 230 (Water Street/Bayside Road) between Main Street (Route 1/3) and Beechland Road to bring this 1.79-mile corridor up to built-road standards. The project will address roadway geometry, drainage, shoulder deficiencies, and pavement deterioration while improving accommodations for motorists, cyclists, and pedestrians. The funding request is intended to support full engineering and design, along with partial to full construction based on engineering findings, with initial construction efforts focused on the segment between Washington Street and Beechland Road. The project will be coordinated with, but does not include, MaineDOT's planned culvert replacement project (WIN 028364.00).

Project Justification:

Route 230 is a critical year-round connector between Ellsworth and Mount Desert Island, carrying 7,400–10,000 vehicles daily and experiencing significant seasonal tourism traffic. The corridor also serves commercial and industrial users, including the City's Wastewater Treatment Plant and local businesses. Currently, the roadway experiences recurring safety and maintenance issues, including shoulder washouts, drainage failures, rutting, cracking, potholes, and poor ride quality. Reconstructing the corridor will improve safety for motorists, cyclists, and pedestrians, reduce long-term maintenance costs, and provide a more reliable transportation route for residents, visitors, and businesses. The City of Ellsworth is proposing a 50/50 funding partnership, committing \$750,000 in local funds and potentially contributing additional funding as needed to complete the project.

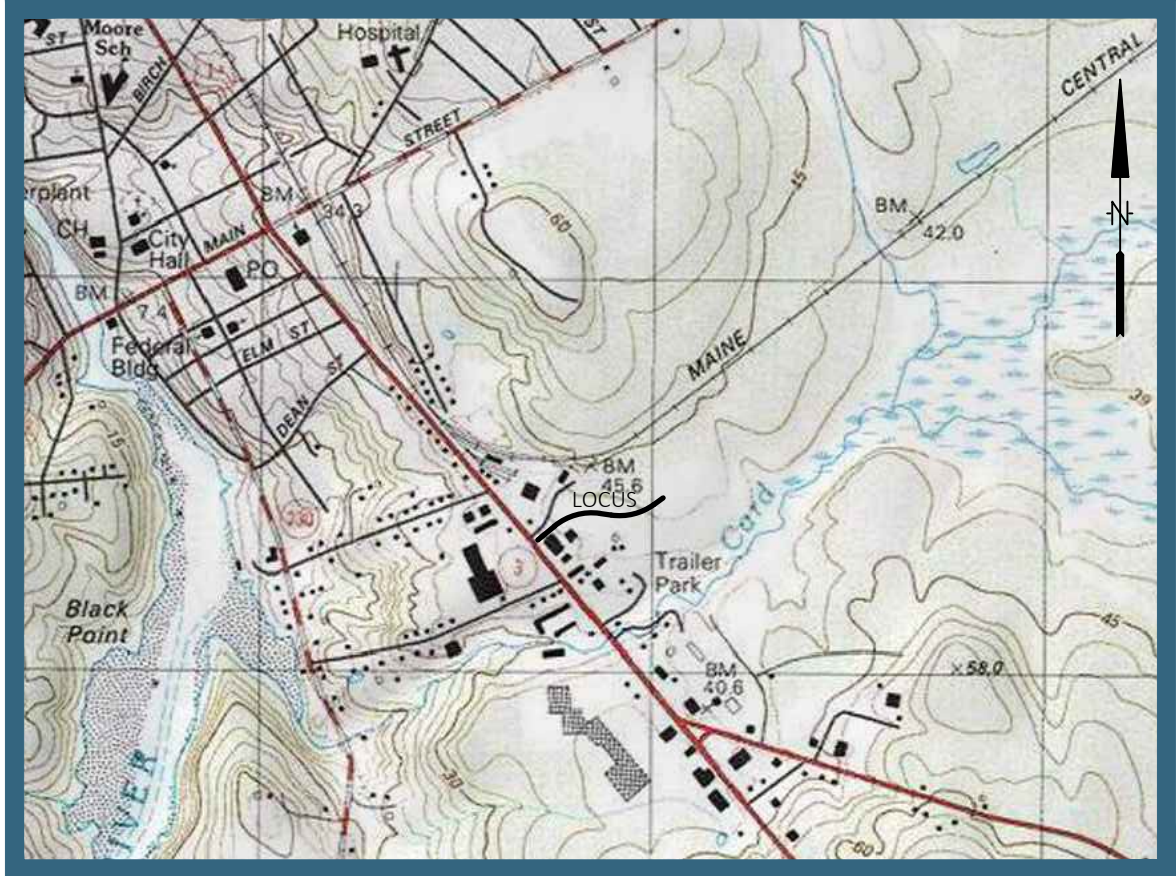
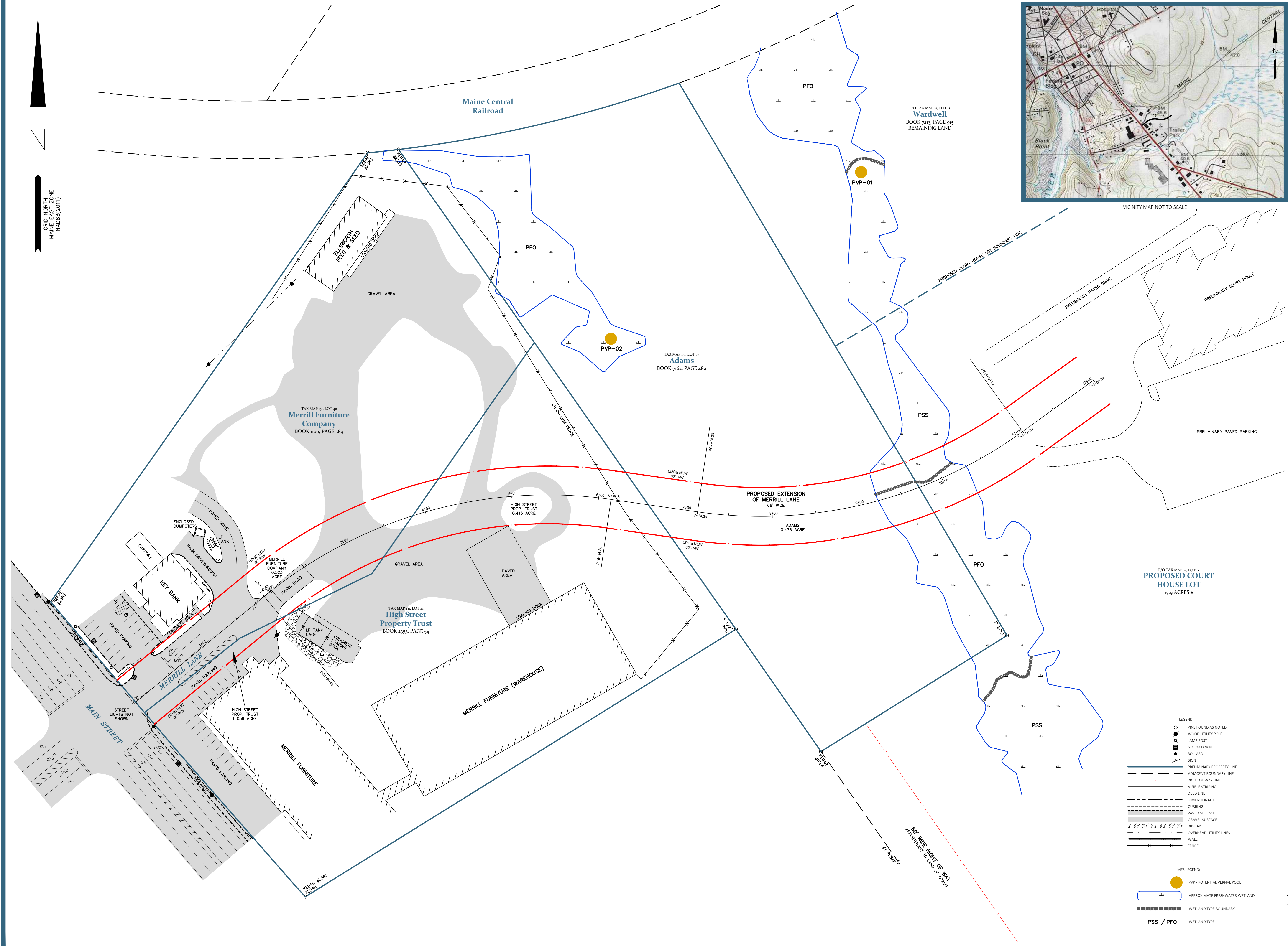


Object Code	Funding Source Description	Total	Prior FY Years Funding Sources/ Expenditures	FY27	FY28	FY29	FY30	FY31	Beyond FY31
PROJECT FUNDING SOURCES									
Proposed Bonds	-	750,000	-	750,000	-	-	-	-	-
MaineDOT Grant	-	750,000	-	750,000	-	-	-	-	-
-	-	-	-	-	-	-	-	-	-
-	-	-	-	-	-	-	-	-	-
-	-	-	-	-	-	-	-	-	-
-	-	-	-	-	-	-	-	-	-
TOTALS		\$ 1,500,000	\$ -	\$ 1,500,000	\$ -	\$ -	\$ -	\$ -	\$ -
PROJECT EXPENDITURES									
Land / ROW	-	-	-	-	-	-	-	-	-
Prelim Design/Feas	-	-	-	-	-	-	-	-	-
Design	-	1,000,000	-	1,000,000	-	-	-	-	-
Construction	-	400,000	-	400,000	-	-	-	-	-
FFE	-	-	-	-	-	-	-	-	-
Contingency	-	100,000	-	100,000	-	-	-	-	-
TOTALS		\$ 1,500,000	\$ -	\$ 1,500,000	\$ -	\$ -	\$ -	\$ -	\$ -



Section 1

Surveys and Environmental Review



RIGHT OF WAY RELOCATION /
EXTENSION PLAN OF:
Merrill Lane
Main Street/Long Lane
Ellsworth, Maine
Hancock County

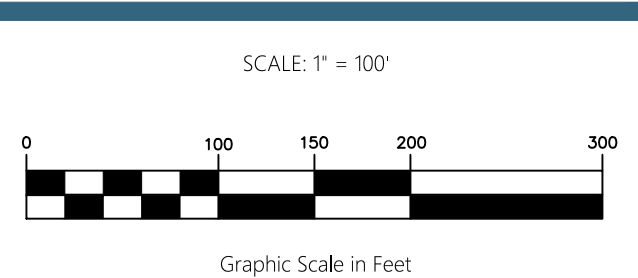
CLIENT:
City of Ellsworth
1 City Hall Plaza
Ellsworth, ME 04605

DATE: DECEMBER 19, 2024
BDB

JOB NUMBER: 065088

REVISIONS:

SURVEY CERTIFICATION:
BOUNDARY LINES SHOWN HEREON ARE APPROXIMATE PENDING FURTHER INVESTIGATION. THE INFORMATION SHOWN HEREON DOES NOT ADHERE TO THE TECHNICAL STANDARDS, AS APPLICABLE, CONTAINED IN CHAPTER 90, PART 2, OF THE RULES OF THE BOARD OF LICENSURE FOR PROFESSIONAL LAND SURVEYORS.



NOTES:

All Book/Page & Planfile References shown hereon are to the Hancock County Registry of Deeds.

Land owners shown according to City of Ellsworth Tax Records.

Distances are Grid Distances using an OPUS-derived Ground to Grid Combined Scale Factor of 0.99989893.

Wetland information shown for reference only and based upon ongoing work performed by Moyse Environmental Services.

Proposed courthouse improvements based on preliminary layout and are approximate only.

REFERENCES:

A Plan entitled Acadia Village Resort, Brook Acres, Inc., dated November 23, 1987, revised January 4, 1988 & June 23, 1988, and prepared by Herrick & Salsbury, Inc.

A Plan entitled Site Plan Prepared for: Acadia Village Resort, dated January 27, 1994, revised August 8, 1994, and prepared by Herrick & Salsbury, Inc.

A Plan entitled Plan of Portion of Acadia Village Resort Property for: Nancy J. T. Adams, dated January 9, 1995, and prepared by Herrick & Salsbury, Inc.

A Plan entitled Amended Subdivision Plan of: Acadia Village Resort, dated February 23, 1996, prepared by Herrick & Salsbury, Inc., and recorded at said Registry in Planfile 27-95.

A Plan entitled Boundary Survey Plan, for Patrick Wardwell, dated April 24, 2023, prepared by Haley-Ward, and recorded at said Registry in Planfile 51-47.

A Plan entitled Boundary Survey for: Roy P. Allen, II, dated August 3, 2023, prepared by Herrick & Salsbury, Inc., and recorded at said Registry in Planfile 51-33.

A Plan entitled Final Subdivision Plan of: Acadia Village Resort, dated August 4, 2023, prepared by Herrick & Salsbury, Inc., and recorded at said Registry in Planfile 31-198.

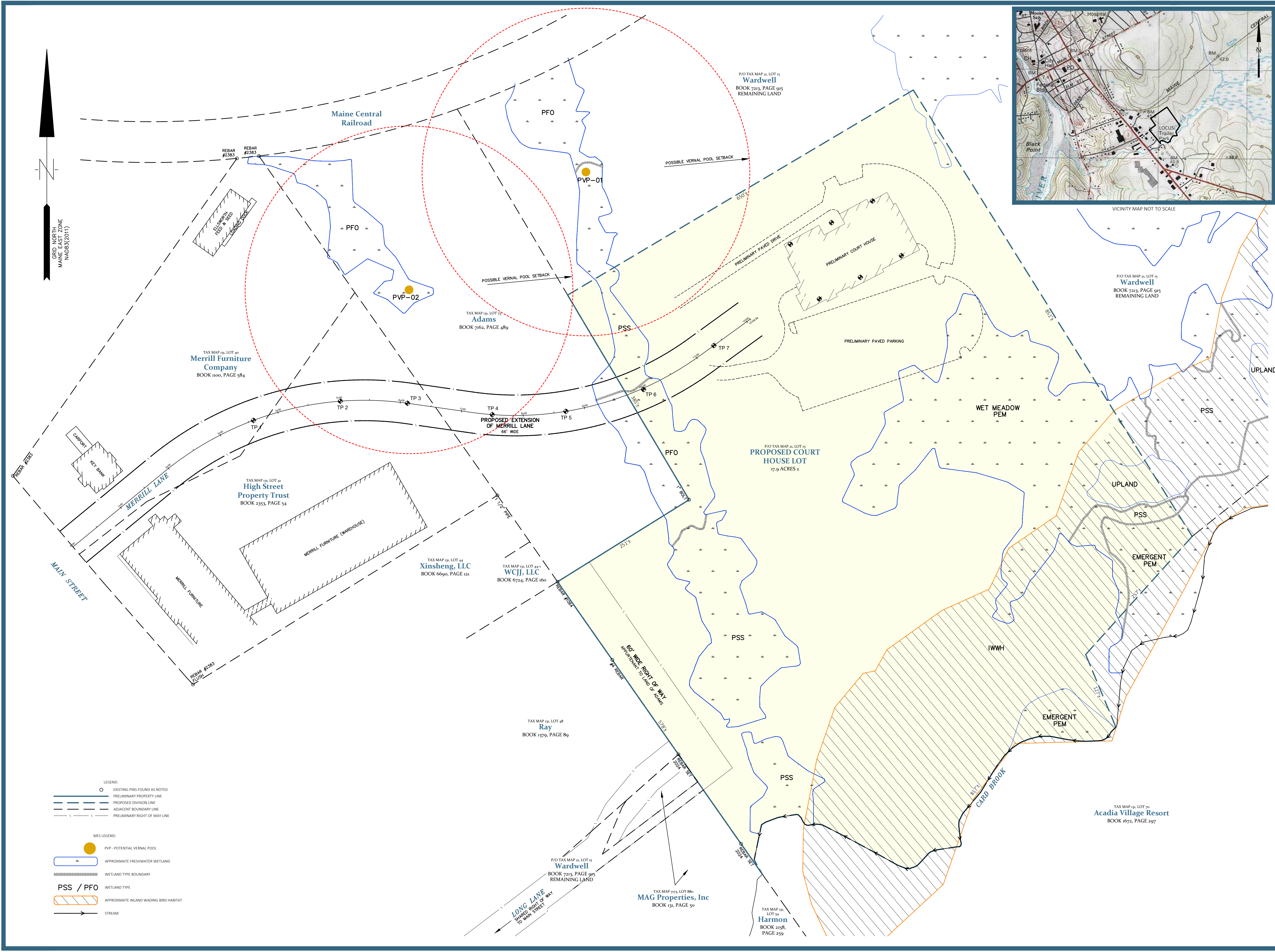
A Plan entitled Boundary Survey, MAG Properties, dated January 17, 2024, and prepared by Herrick & Salsbury, Inc.

Herrick & Salsbury & INC.
LAND SURVEYORS AND LAND USE CONSULTANTS
Helping You Protect Your Land Investment

130 Oak Street, Suite 1
Ellsworth
Maine, 04605
207.667.7370

123 Main Street Suite C-1
Northeast Harbor
Maine, 04662
207.276.0565

www.herrickandsalsbury.com



BOUNDARY SURVEY FOR:
City of Ellsworth
Merrill Lane/Long Lane
Ellsworth, Maine
Hancock County

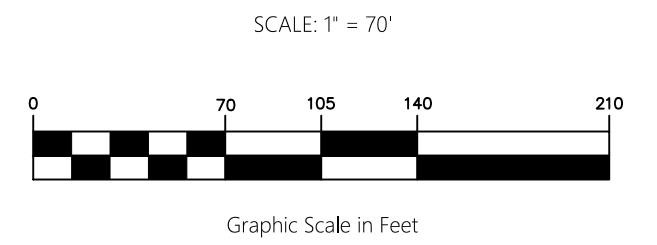
OWNER OF RECORD
Alice B. Wardwell
343 Main Street
Ellsworth, ME 04605

DATE: DECEMBER 19, 2024
DOB

JOB NUMBER: 06508C

REVISIONS:

SURVEY CERTIFICATION:
BOUNDARY LINES SHOWN HEREON ARE APPROXIMATE
PENDING FURTHER INVESTIGATION. THE INFORMATION
SHOWN HEREON DOES NOT ADHERE TO THE TECHNICAL
STANDARDS, AS APPLICABLE, CONTAINED IN CHAPTER 90,
PART 2, OF THE RULES OF THE BOARD OF LICENSURE FOR
PROFESSIONAL LAND SURVEYORS.



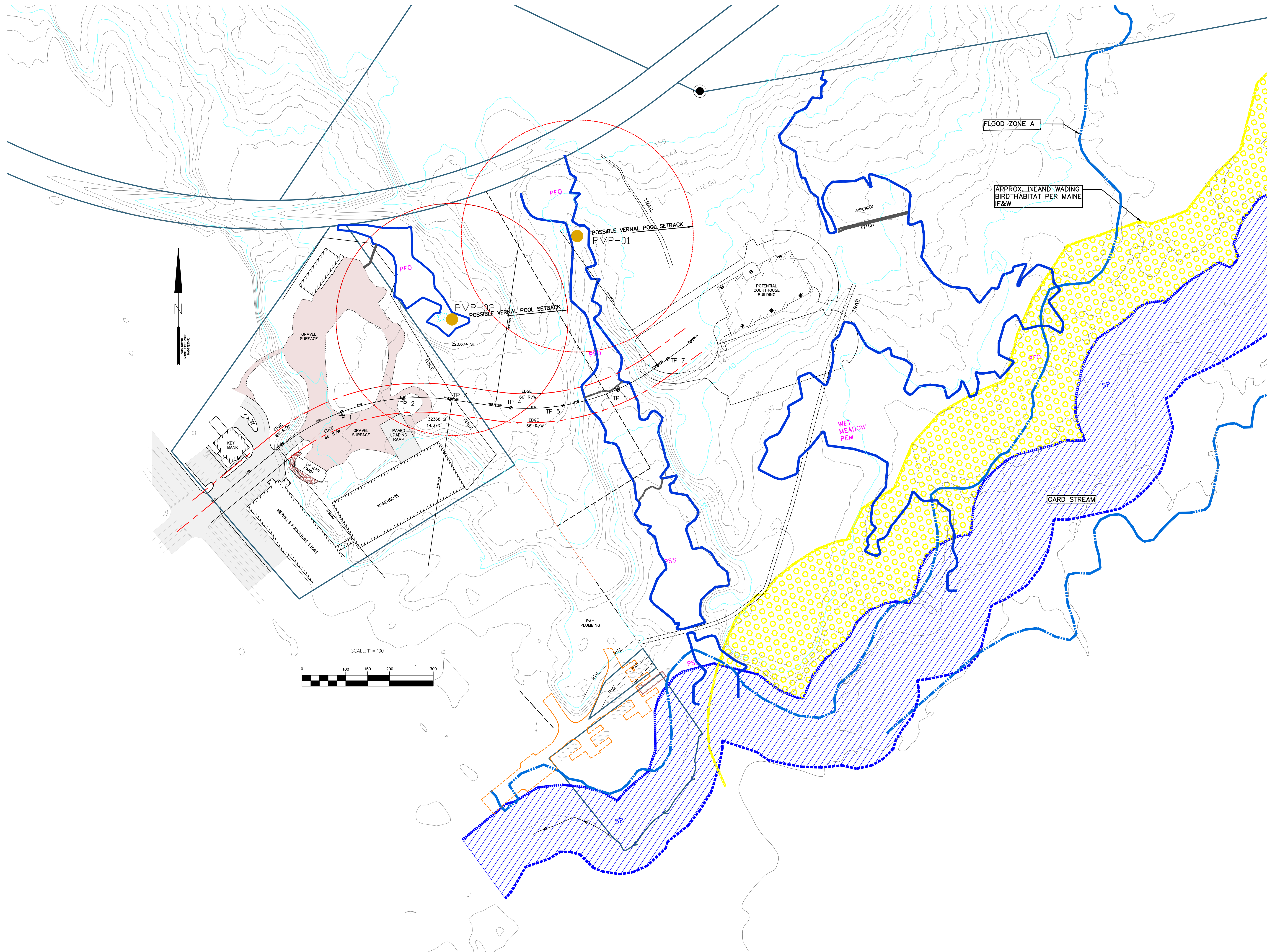
- NOTES:
- All Book/Page & Planfile References shown hereon are to the Hancock County Registry of Deeds.
- Land owners shown according to City of Ellsworth Tax Records.
- Distances are Grid Distances using an OPUS-derived Ground to Grid Combined Scale Factor of 0.99969813.
- Wetland information shown for reference only, and based upon ongoing work performed by Moyses Environmental Services.
- Proposed courthouse improvements based on preliminary layout and are approximate only.
- REFERENCES:
- A Plan entitled Acadia Village Resort, Brook Acres, Inc., dated November 23, 1987, revised January 4, 1988 & June 23, 1988, and prepared by Herrick & Salsbury, Inc.
- A Plan entitled Site Plan Prepared for: Acadia Village Resort, dated January 27, 1994, revised August 8, 1994, and prepared by Herrick & Salsbury, Inc.
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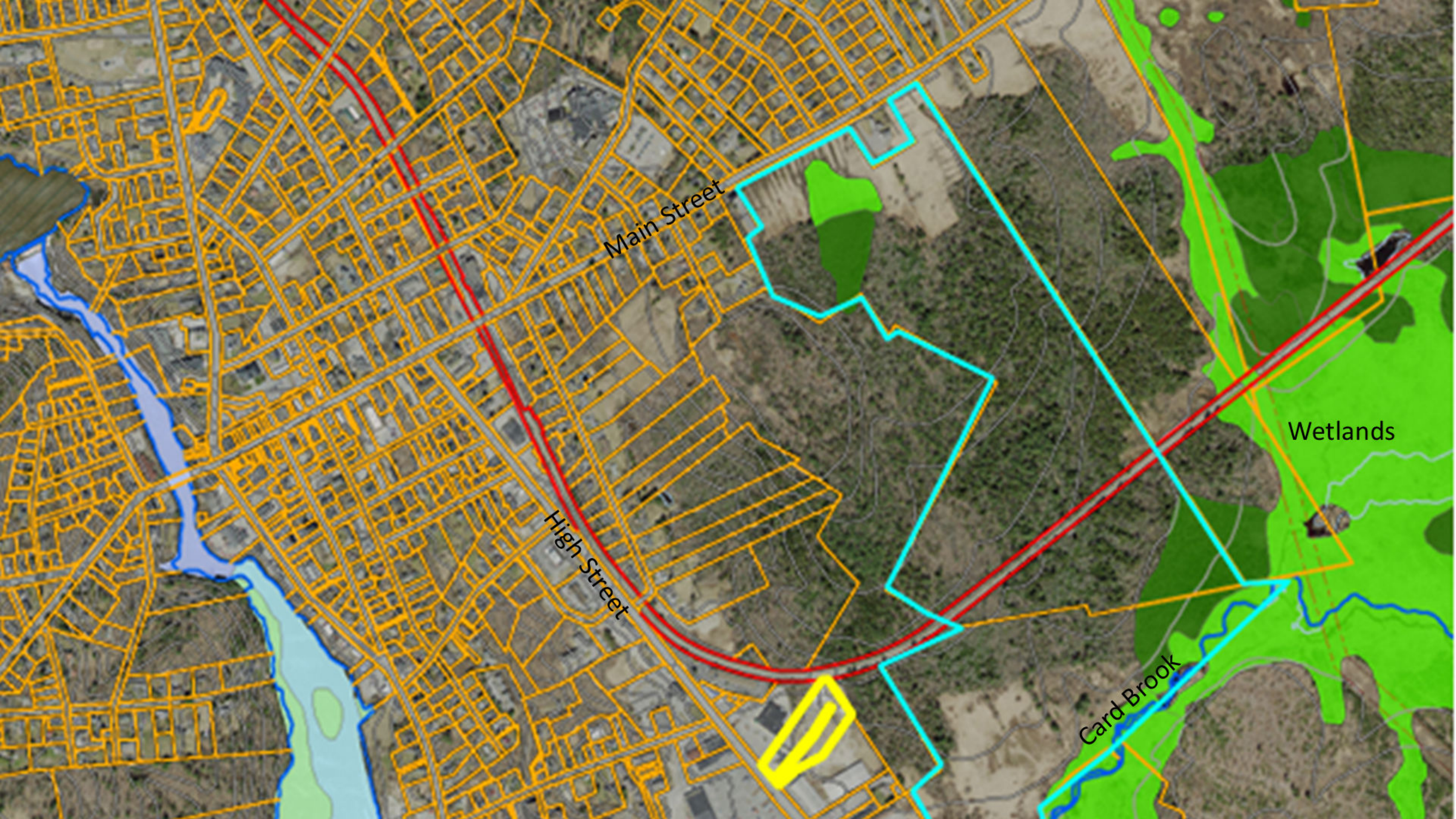
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Main Street

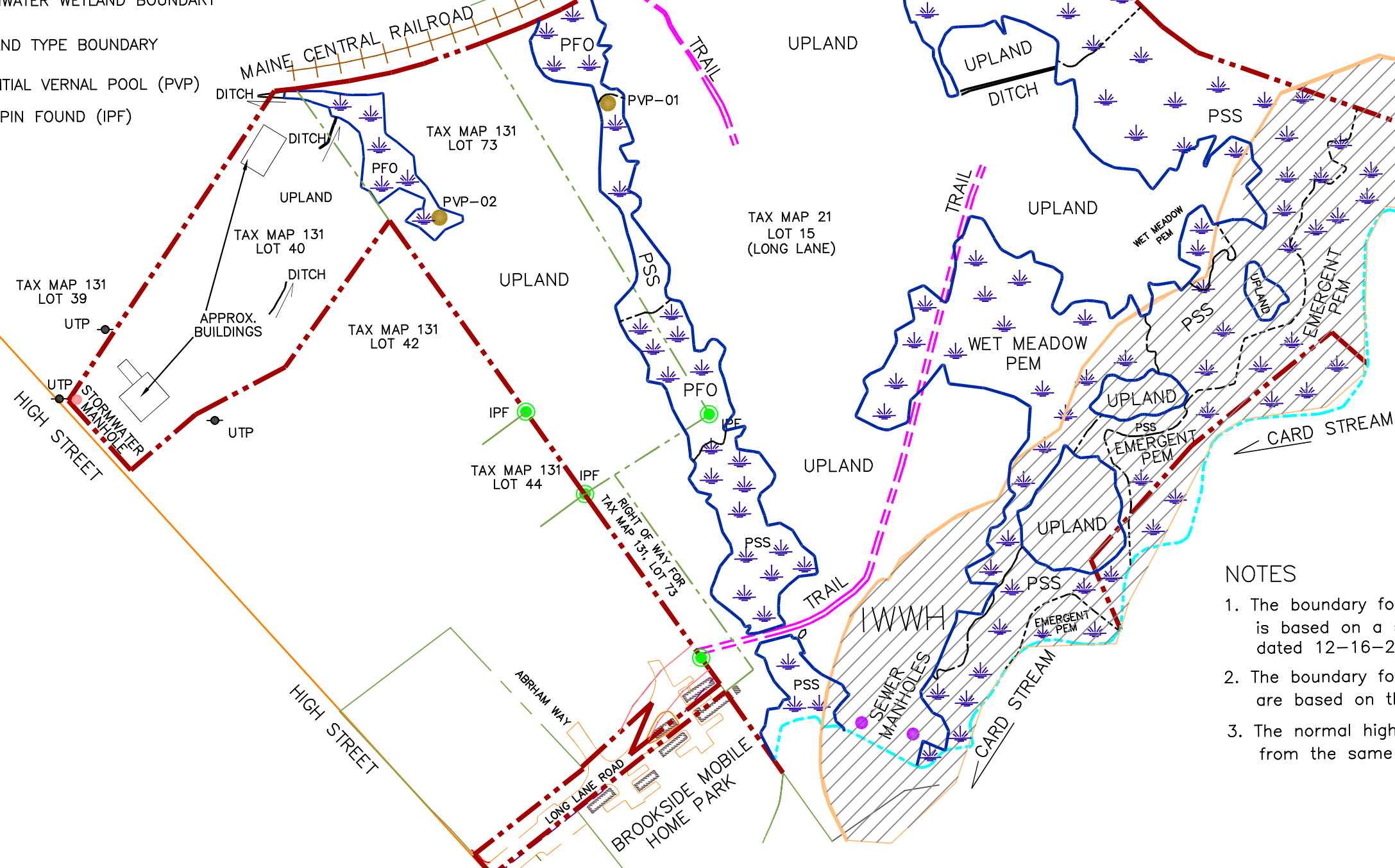
High Street

Wetlands

Card Brook

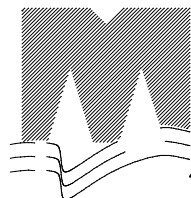
MAP LEGEND

- SITE BOUNDARY (LIMIT OF INVESTIGATION)
- TAX LOT BOUNDARIES
- APPROX. INLAND WADING BIRD HABITAT (IWWH) PER MAINE IF&W
- NORMAL HIGH WATER LINE OF STREAM
- FRESHWATER WETLAND BOUNDARY
- WETLAND TYPE BOUNDARY
- POTENTIAL VERNAL POOL (PVP)
- IRON PIN FOUND (IPF)



NOTES

1. The boundary for Tax Map 21, Lot 15 is based on a survey from Haley Ward dated 12-16-2022
2. The boundary for Tax Map 131, Lots 40 & 73 are based on the City of Ellsworth Tax Maps
3. The normal high water line of Card Stream is from the same Haley Ward survey in Note 1.



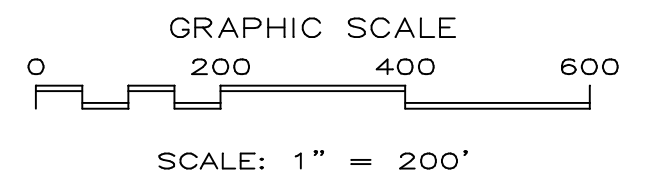
MOYSE
ENVIRONMENTAL
SERVICES

Soil and Land Use Consulting
42 Pleasant View Avenue, Bangor, ME 04401
Phone (207) 945-6179
Fax (207) 433-7225

PROTECTED
RESOURCES MAP
CITY OF ELLSWORTH
TAX MAP 131, LOTS 40 & 73
& TAX MAP 21, LOT 15
LONG LANE ROAD
ELLSWORTH, MAINE
12-18-24 024-153WP

FRESHWATER WETLAND TYPES PER COWARDIN ET AL. 1979

PFO = FORESTED WETLAND
PSS = SCRUB SHRUB WETLAND
PEM = EMERGENT WETLAND





Section 2

Wardwell Property Photos















Section 3

Excerpts from the Comprehensive Plan and Housing Needs Assessment

City of Ellsworth Comprehensive Plan - Excerpts

Published November 15th, 2024

Principle 2: *Protect and preserve the natural environment and rural lifestyle and encourage sustainable and resilient growth.*

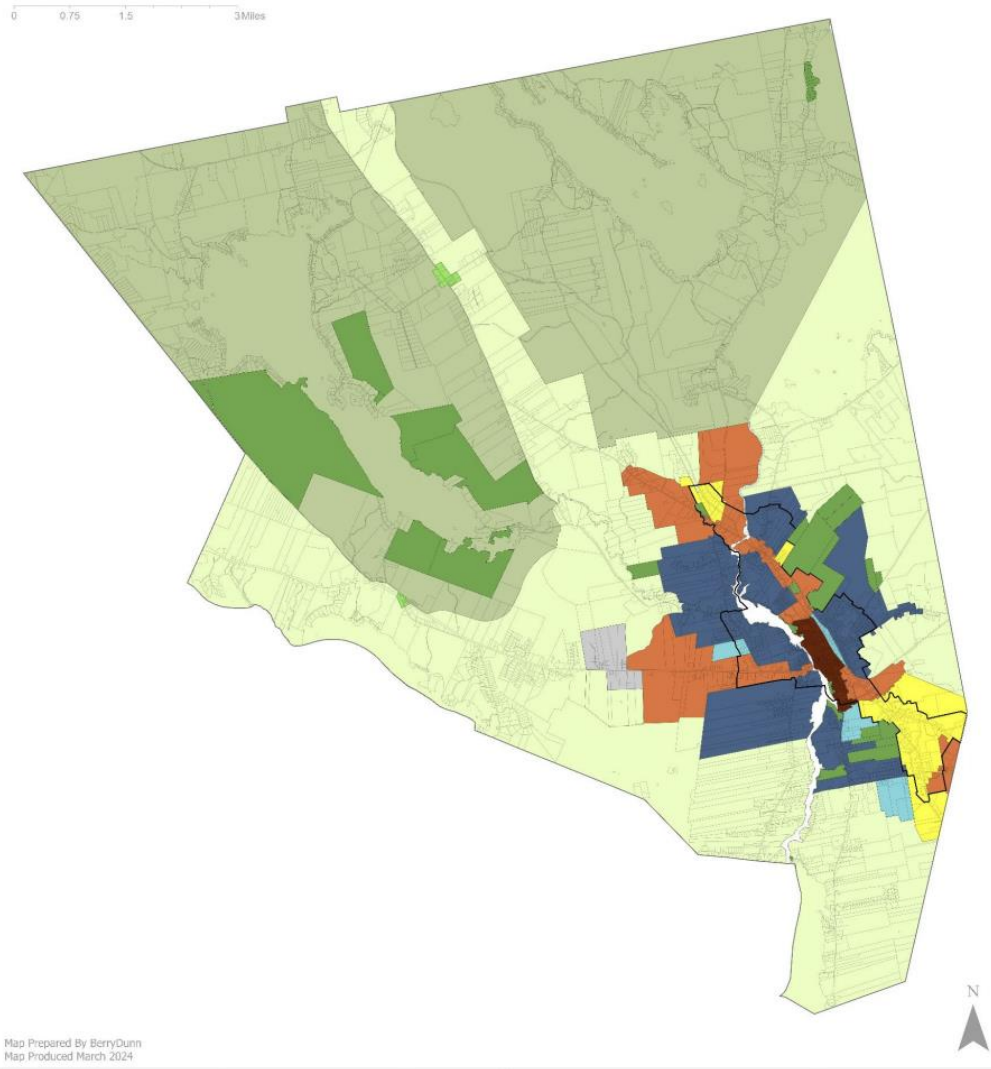
To support efforts outlined in this Plan, the City will look at areas to expand water and sewer infrastructure to better support growth in the City's Urban Core. Sufficient capital planning will be important to help ensure that infrastructure is properly maintained, and infrastructure upgrades or replacements are adequately planned and budgeted for.

While ample development potential exists within the City's Urban Core, either on undeveloped or underdeveloped parcels, building single-family homes in undeveloped rural areas is often easier and less expensive for developers. This type of sprawling residential development has numerous impacts beyond the loss of open space. Building housing further from the center of the City (as opposed to infill development in and around downtown) puts a greater burden on municipal services to expand infrastructure maintenance and provide services to a larger geographic area, including road maintenance, snow plowing, and emergency response. With the significant increase in costs to build and maintain infrastructure, building closer to the City's center can help to reduce the costs associated with new development and construction outside of areas served by water, sewer, and roads. Homes further from the Urban Core, require more driving for residents to access goods and services, creating more traffic. This type of development also does not address the needs of those who are seeking smaller, more affordable homes or who do not drive. Additional growth and density within and near downtown will have numerous benefits, including minimizing infrastructure costs for new development, supporting downtown businesses, reducing traffic impacts and transportation costs for downtown residents, creating safer and more active streets, and creating more opportunities for social connection.

Directing growth to the Urban Core will also support the City's goals of preserving open space and significant natural areas. Most of the City is undeveloped and consists of privately owned, undeveloped land, much of which is covered by forests, wetlands, and other natural features that comprise wildlife habitats. Directing growth away from undeveloped areas through land use regulations can help to maintain open space areas and habitats that are not permanently conserved. Additionally, the future land use plan expands the current drinking water zone to include Branch and Green Lakes to minimize impacts of future development on water quality of the lakes.

In recent years, the City has seen an increase in development pressure outside of the Urban Core. Development has happened closer to the City's lakes, including the area between Green and Graham Lakes. Much of the City's land is rural, forested land and water bodies. The community has emphasized the desire to preserve the rural character of much of the City and protect water quality, natural resources, forests, and areas suitable for agriculture.

Future Land Use Map



City of Ellsworth Comprehensive Plan Future Land Use

- City Boundary
- Urban Core
- Future Land Use
- (I) Industrial
- (C) Commercial
- (N) Neighborhood
- Neighborhood Mixed Use
- (U) Urban
- (DT) Downtown
- Rural Village
- (R) Rural
- (RC) Rural Conservation
- Conservation Lands

Promote tax increment financing in strategic locations to facilitate the infrastructure to support mixed-use (commercial and residential) development as desired by the community.

Based on the community's vision, future land use plan, and policies and actions, the City is planning for potential sewer and water upgrades and infrastructure expansion in the Urban Core to support additional residential and commercial growth. To help ensure that critical longterm projects are adequately funded in the future, the City will continue to maintain a 10-year CIP and update it annually in coordination with budgetary changes and the recommendations of this Plan. The implementation plan outlines relative costs, funding sources, and priority for capital related actions. This information will be used to inform the City's CIP update and plan funding mechanisms for all projects, including non-capital-related projects.

Metrics could include the type and location of new development, new land conservation acreage and location, trail miles, transit ridership, or the location and type of new businesses opening in Ellsworth. Future evaluation and reports should include an overview of zoning and policy changes, capital projects, and new development. Reporting should consider development trends and evaluate consistency with the Plan and goals for development in different areas of the City.

Housing Needs Assessment and Strategy - Excerpts

Published December 4th 2024

Housing Taskforce Study Strategy 1: Decrease Development Costs

More municipalities are developing tools at the local level to directly fund housing development, including tax increment financing (TIF) districts, affordable housing trust funds, using public land, and being more proactive in moving development projects forward by seeking funding for these projects through partnerships and grants

Initiative 6: Leverage State and federal funding and build partnerships to maximize impacts of funding. Partnering with other agencies, nonprofits, or municipalities can increase access to funding and can expand capacity for grant writing and management. As a relatively small community, Ellsworth has limited staff capacity to support housing and economic development initiatives. Grant writing and management can be time consuming and may prohibit a municipality from applying for additional grants to support its goals due to staff resourcing and availability. Partnering with local organizations or regional municipalities can support the City in accessing additional funding and strengthening grant applications.

Initiative 7: Allow for increased density in walkable neighborhoods.

Allowing for increased density in walkable neighborhoods (areas in and around downtown and near commercial areas) enables more people to live near essential services, shops, jobs, and transportation. Higher density in walkable areas helps meet housing demand in areas with existing infrastructure, supports local businesses, and reduces dependencies on cars. In Ellsworth, this could look like decreased minimum lot sizes and setbacks to allow for the development of smaller homes on smaller lots in existing neighborhoods or for multifamily units in mixed-use areas. Higher density in walkable areas, including areas outside of the downtown district, can support existing businesses and reduce traffic in the downtown and along major corridors. Amend the Unified Development Ordinance, in coordination with the Comprehensive Plan update, to allow for additional density in the Urban Core.

Strategy 3: Increase Development Opportunities

Directing development to the City's downtown and Urban Core will support other goals outside of housing, including increased walkability, number of jobs, a more vibrant downtown, and open space preservation. Achieving these goals will also help improve livability for people of all ages and abilities. Transfer of development rights (TDR) is a tool that can encourage development where it is most appropriate (within the Urban Core), while also protecting open space. Increasing development potential for properties within the Urban Core through use of TDR will create more opportunities for larger-scale housing developments.

<https://www.maine.gov/dacf/municipalplanning/docs/transferdevrightsintro.pdf>

The City's draft Comprehensive Plan provides a framework for directing growth and higher density development to the Urban Core. To support this growth, the City will need to evaluate its infrastructure capacity and needs over time. This includes water and wastewater treatment capacity. The City has been

pursuing grants to further invest in clean water and treatment capacity, which can support further investment in the Urban Core.

Initiative 14: Facilitate cottage court/pocket neighborhood development.

Cottage court or pocket neighborhood developments are small clusters of compact homes arranged around shared open space that prioritize community living and efficient land use. This style of development provides smaller homes, which can support older residents looking to downsize or young adults looking for starter homes. These neighborhoods can also support open space preservation and natural resource protection in rural areas by shrinking the footprint of development and leaving more land undeveloped.

Initiative 16: Establish tax increment financing (TIF) districts for affordable housing.

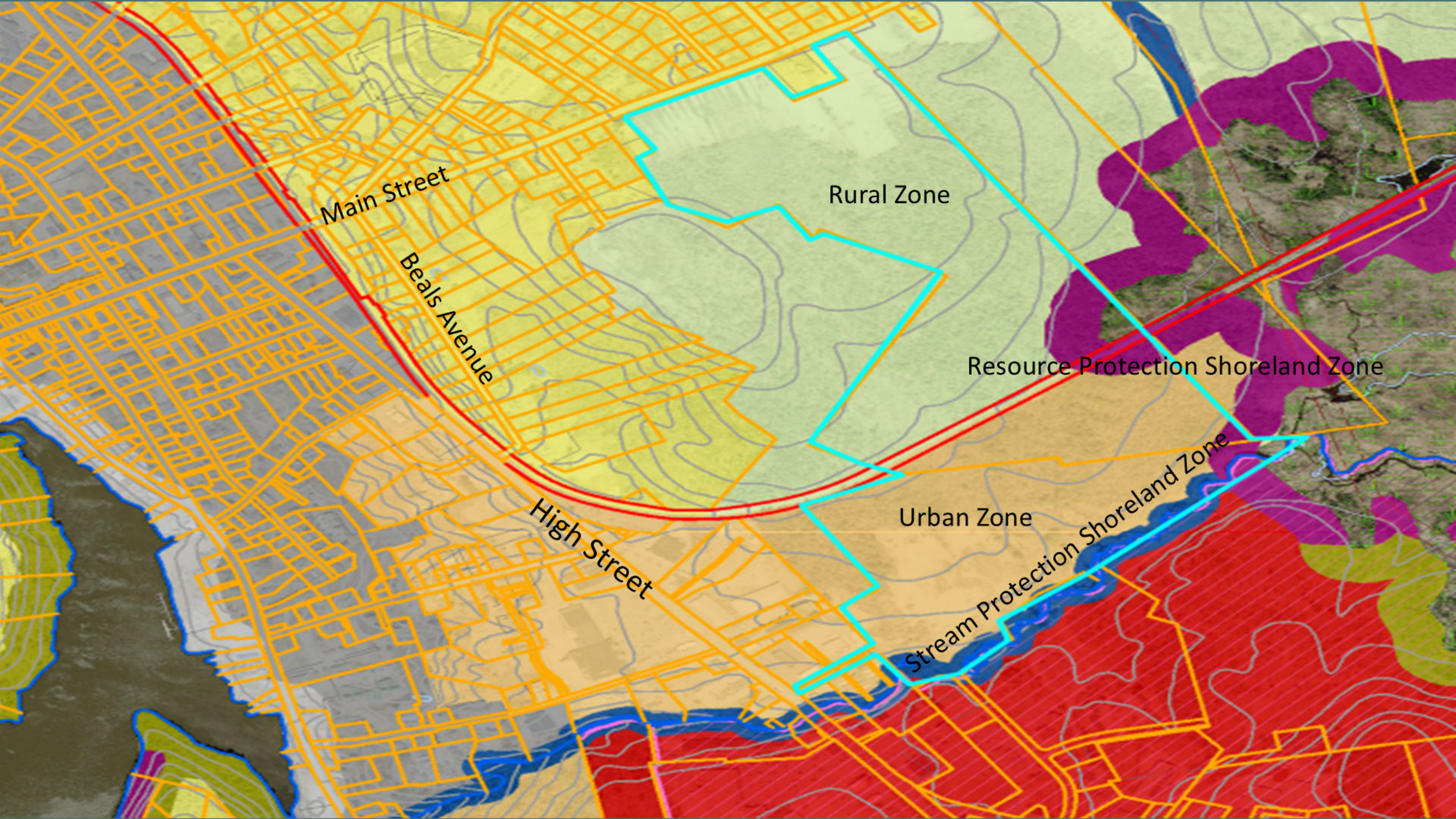
A TIF district is a flexible finance tool that is used to leverage the new property taxes generated by a specific project or area. A municipality can define the district size, the amount of new taxes to be captured, and public or private projects that will be funded by the revenue. Incremental taxes can be used to fund economic development initiatives, public infrastructure or services to support development, or to reimburse developers for development project costs through a credit enhancement agreement. Maine's Affordable Housing TIF (AHTIF) Program allows municipalities to use the TIF tool to assist affordable housing projects by designating a specific area as an affordable housing development district and adopting an affordable housing development program. Incremental tax revenues can subsidize the project and pay for related costs for infrastructure and facilities.

Initiative 17: Add wastewater treatment capacity in designated growth areas.

Improving wastewater infrastructure supports smart growth by concentrating development in growth areas, preserving the surrounding rural landscape. The City has obtained grants and plans to improve its water and wastewater infrastructure. By investing in infrastructure in growth areas outlined in the Comprehensive Plan, the City can guide development into areas with existing roads, water and sewer lines, and sidewalks. While most of the Urban Core is developed, many of these areas are underdeveloped, based on what is currently allowed by zoning and what is desired by the community, as detailed in the Comprehensive Plan. Wastewater capacity should accommodate the density and location of growth that is recommended and anticipated in the Comprehensive Plan and that will support a variety of housing types and densities in accessible and walkable neighborhoods.

Initiative 18: Extend water and sewer lines to accommodate higher density development in growth areas.

Like growth-related investments for wastewater treatment capacity, extending water and sewer lines to accommodate higher density in growth areas can support smart growth in the City. New sewer lines would be shorter and could connect to the existing network. Planning for infrastructure expansion in alignment with the City's Comprehensive Plan will be critical in helping to ensure that new development occurs in a way that is fiscally sustainable and compatible with the City's goals, including improving walkability and connectivity, enhancing the vibrancy of downtown, and supporting the development of diverse and affordable housing options. There are several areas within the Urban Core that are not currently served by water and wastewater systems, but that are walkable to downtown and other commercial centers and could otherwise support more dense development.







Section 4

Surry Road Courthouse Information

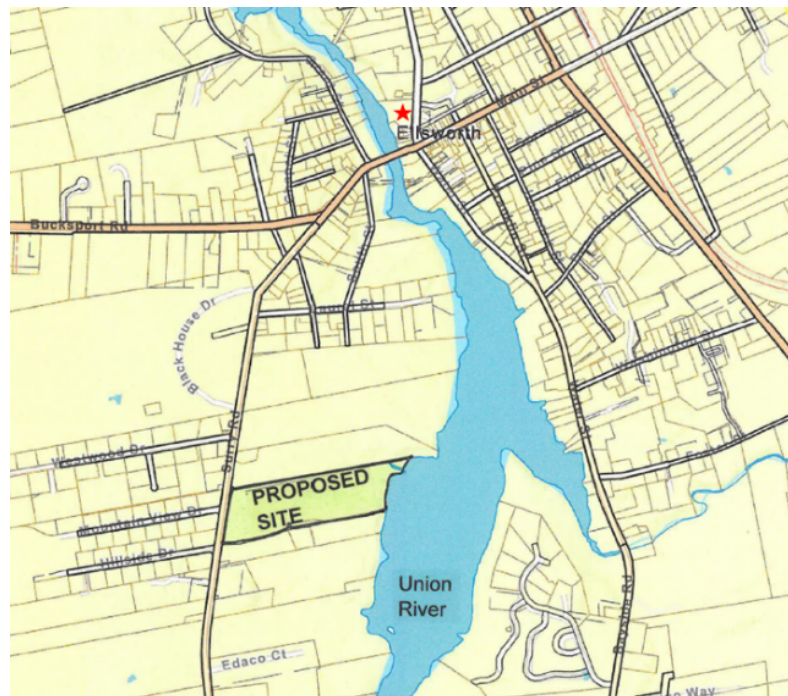
FAQs for the Hancock Judicial Center Proposal

1) Summary of the proposal:

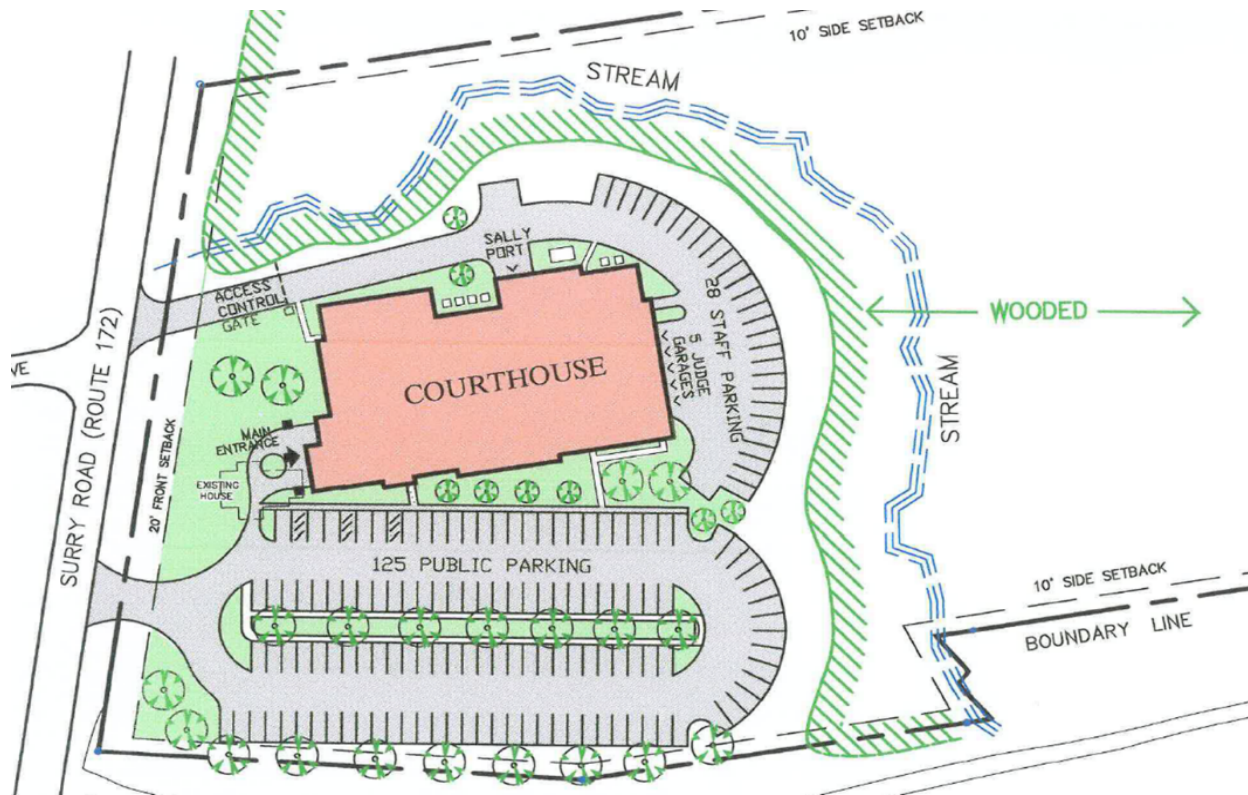
The Judicial Branch proposes to build a new Hancock Judicial Center (HJC) at 120 Surry Road in Ellsworth, consisting of 4 courtrooms (2 jury and 2 non-jury) with a consolidated clerk's office, at least 8 conference rooms, and 125 public parking spaces. The building will be 2 1/2 stories, with a footprint of about 25,000 square feet. The proposal was developed in consultation with professional architects and engineers to confirm that the property was suitable.

Site Location & Description:

- 120 Surry Road (Rte. 172), Ellsworth
- 0.9 miles from existing courthouse and city center
- 17.9 acres
- 350' road frontage
- mostly undeveloped with sloping views to the Union River
- 3-phase electric
- city water/sewer
- surveyed
- environmental inventory (wetlands, vernal pool check) completed
- sidewalk to within 500 yards (City open to extending)
- stormwater mitigation feasible onsite
- commercial and residential abutters (café, auto repair business, offices, and single and multi-family dwellings, including a vacant single-family home on the site)



Project sketch:



2) What is the projected cost of the project and how will it be funded?

The project is estimated to cost \$55M and will be funded by securities (bonds) issued by the Maine Governmental Facilities Authority.

3) Why is a new courthouse needed for Hancock County?

The current Hancock County Courthouse was built in 1931 and has numerous safety, space, electrical, parking, and mechanical deficiencies that have negatively affected court operations and public service for many years.

The Judicial Branch first considered options to renovate the present courthouse or add a standalone addition next door. Both options proved infeasible. Considerable portions of adjoining property are not buildable because of wetlands and rock ledge. The current and adjoining properties lack sufficient parking. Renovation of the present courthouse would interfere with the historic preservation of a local landmark.

4) How was the 120 Surry Road site selected?

The Judicial Branch has been pursuing suitable properties in Ellsworth on which to construct a new courthouse facility to serve the residents of Hancock County since 2019.

Meetings with County and City officials, discussions with area real estate professionals, and advertising in the Ellsworth American identified over 20 properties that met the minimum requirements for 5 acres of buildable area and public infrastructure access. Additional criteria such as proximity to the Ellsworth city center, road frontage, zoning, cost, topography, and environmental considerations narrowed the options significantly.

Environmental wetlands concerns and rock ledge prevented the development of the property adjacent to the current courthouse- Another property on the Bucksport Road that looked promising initially had wetlands restrictions that made the property incompatible with our proposed use.

5) Has the proposal been presented to the Ellsworth Planning Board for approval?

Not at this time. The Judicial Branch will follow the applicable City and State permitting and approval processes for the project when our design plan is complete.

6) Will the proposal comply with zoning restrictions for a Neighborhood Zone per the City of Ellsworth's Ordinances and Codes?

The Judicial Branch intends to have its design comply with all zoning restrictions.

7) Has a traffic study been done for the location?

A traffic study has not yet been done, but one is planned as part of the design plan.

8) How will the proposal affect pedestrian traffic, stormwater runoff, and the character of the neighborhood?

The Judicial Branch has had discussions with City officials regarding extending sidewalks to the property to improve pedestrian traffic. Development of the project will include facilities to treat stormwater onsite and mitigate stormwater runoff to pre-development levels. We intend to develop property west of the existing stream only. Land near the Union River will not be developed.

9) How can I stay informed about the progress of the project?

Check for updates on the HJC project on the Judicial Branch website at:
<https://www.courts.maine.gov/about/projects/index.html>

Courthouse Building and Capital Improvement Projects

The Judicial Branch Facilities team oversees the ongoing maintenance and repair of state courthouses through budget appropriations made by the Maine Legislature. Construction of new courthouse facilities and major capital improvements are funded by tax-exempt governmental bonds authorized by the Legislature.

Contact info@courts.maine.gov for questions about courthouse building and capital improvement projects.

Current Proposals

LD 2090, An Act to Modernize and Consolidate Certain Court Facilities, became law on May 1, 2024. The legislation allows the Maine Governmental Facilities Authority to increase the amount of securities that it may issue to fund new court facilities in Hancock, Somerset, and Androscoggin Counties. [Read State Court Administrator Amy Quinlan's testimony on LD 2090, An Act to Modernize and Consolidate Certain Court Facilities.](#)

Hancock Judicial Center

Summary

The Judicial Branch proposes building a new Judicial Center at 120 Surry Road in Ellsworth to replace the [Hancock County Courthouse](#) at 50 State Street. The Hancock County Courthouse was built in 1931 and has numerous safety, space, electrical, mechanical, and parking deficiencies that have negatively affected court operations and public service for many years.

Proposed Site & Building Plan



Proposed site drawing of Hancock Judicial Center. [Click to Enlarge](#)

On March 15, 2024, after an extensive search and after discussions with city, county, and state officials, the Judicial Branch purchased an 18-acre parcel, seven acres of which will be developed for the new facility.

The building will be 2.5 stories high, with a building footprint of about 25,000 square feet, four courtrooms, a consolidated clerk's office, at least eight conference rooms, 125 public parking spaces and will be fully accessible throughout. The Hancock Judicial Center will cost about \$55M to design and construct. [FAQs on the Hancock Judicial Center Proposal](#)

The project will comply with the City of Ellsworth's zoning requirements and the planning board approval process, which has not begun.

Additional Information

[Existing Conditions Plan for 120 Surry Road, Ellsworth](#) (PDF)

[Wetland Report for 120 Surry Road, July 24, 2023](#) (PDF)

Somerset Judicial Center

Summary

Somerset County is currently served by two courthouses in Skowhegan: the [Skowhegan District Courthouse](#) and the [Somerset County Superior Courthouse](#), both aging and obsolete courthouses. Neither of these two buildings alone provides sufficient space to meet the present and future operational needs of Somerset County. The Judicial Branch proposes to renovate and add an addition to the Skowhegan District Courthouse and return the Somerset County Superior Court building to the County, consolidating court operations into one building.

Proposed Site & Building Plan

The proposed site of the new Somerset County Judicial Center will be at 55 Court Street in Skowhegan. We will be adding to the existing courthouse a 30,000 square foot three-story addition. It will feature four courtrooms (two jury and two non-jury), at least eight public conference rooms, and an enlarged area for a clerk's office. We expect the courthouse design and construction to cost \$45M.

Approximate time frame: April 2026 through December 2027.

Androscoggin Judicial Center

Summary

Androscoggin County is presently served by the [District Court on Lisbon Street in Lewiston](#) and the aging [Androscoggin County Courthouse](#) in Auburn. The Judicial Branch proposes consolidating the two facilities by adding on to the District Court building and

returning the space occupied by the Androscoggin Superior Court building in Auburn to Androscoggin County. The resulting facility will be located on Lisbon Street in downtown Lewiston and be known as the Androscoggin Judicial Center.

Proposed Site & Building Plan

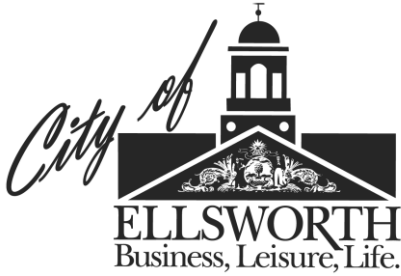
To build this facility, the Judicial Branch plans to acquire the building at 55 Lisbon Street, next door to the present District Court. We plan to gut the building and remodel it to add three additional courtrooms (two jury and one non-jury) to the five courtrooms already in the District Court building. At least eight more public conference rooms and, if space allows, an additional room for dispositional conferences and hearings, will be added. We expect the courthouse design and construction to cost approximately \$105M.

Approximate time frame: April 2027 through October 2029.



Section 5

Moratorium



Planning Department

1 City Hall Plaza ♦ Ellsworth, ME 04605-1942
Phone (207) 669-6615 ♦ Fax (207) 667-4908
mwilliams@ellsworthmaine.gov / www.ellsworthmaine.gov

MEMO

To: City Council
From: Matthew Williams, City Planner
CC: Charlie Pearce, City Manager; Tim Pease, Managing Partner, Rudman Winchell
Date: January 6, 2025
RE: **Large-Scale Non-Residential Development Moratorium Ordinance**

Background

As directed by the City Manager and in consultation with the City's legal counsel, I have prepared the following memorandum outlining potential options for a moratorium to allow the City more time to plan and manage potential large-scale development in certain parts of the City.

Moratorium Process and Requirements

A moratorium is a land use ordinance that allows a municipality to temporarily prevent specific types of development to give the municipality time to plan and manage the development. When enacting a moratorium, City officials must follow 30-A M.R.S § 4356. State law requires a municipality to address five items within the moratorium ordinance: 1) Identify the development issue at hand; 2) Describe the need for a moratorium related to the identified development; 3) Provide details on term of moratorium, enforcement, findings of necessity, legal authority, and a clear effective date; 4) Public notice timelines; and 5) Description of existing laws that are repealed during the moratorium timeframe. A moratorium requires a public hearing and cannot last more than 180 days. A moratorium can be extended for an additional 180 days by following the public hearing process over again.

The necessity of this ordinance should define the development concern in a way narrow enough to be clear about what is affected, but broad enough to not target a specific development project. The municipality should be prepared to address the development concern through more permanent ordinance changes.

There are pros and cons to instituting a moratorium. In this case the advantages are: 1) A moratorium will halt large-scale development that is undesirable in a specific part of the city due to its character; 2) The moratorium may help prevent overburdening of public facilities. More due diligence would be necessary to ensure the development would not cause this.

Considerations before entering into a moratorium include: 1) This action can delay any development in the City as it signals the community does not want large-scale development; 2) Requires a large time commitment from public officials and staff to draft new ordinances to address the development concern; 3) Can be difficult to reach a consensus on what post-moratorium regulations should be; 4) Can frustrate developers and create animosity.

Potential Need for a Moratorium

The Judicial Branch of the State of Maine purchased a 17.9-acre property at 120 Surry Road in Ellsworth in March 2024. The Judicial Branch plans to build a 25,000 square-foot judicial building to replace the current Hancock County Courthouse. The property is located in Ellsworth's Neighborhood zoning district.

The purpose of Neighborhood zoning district, as set forth in the Ellsworth Unified Development Ordinance, is to "recognize transitional areas and provide for a well-planned compatible mixed-use environment. It encourages a combination of land uses which might normally be regarded as incompatible. Uses locating in this zone shall be landscaped to ensure compatibility and screening. The purpose of this zone is to protect existing and attract new residential neighborhoods. It is either served or has the potential to be served by public water and sewer."

The Ordinance includes in its Table of Uses a broad category called "Special Uses". A "special use" is defined as a "governmental or public service use providing public health, safety, comfort, convenience, or the general welfare for the general benefit of the citizens funded in whole or in part by the City of Ellsworth or a quasi-municipal organization, including by way of illustration, municipal buildings, schools, public parks and recreational facilities, cemetery, public art, museum, interpretation center, public parking, fire stations, ambulance services, highway garage, distribution and transmission of essential services ; essential facilities, hospital, Federal Aviation Administration –designated commercial service airport, heliport."

Special Uses are included in all zoning districts, including the Neighborhood district, even though the category includes many highly intensive activities. However, the Unified Development Ordinance does not address the impacts of these highly intensive uses that, but for the fact that the use is a "government or public service use", would not be an allowed use in many zoning districts. Because the Ordinance allows a broad swath of certain highly intensive uses in all zoning districts, but does not mitigate those impacts with specific development criteria, the Ordinance is arguably inadequate as presently drafted to address such large-scale developments.

Suggested Next Steps

Request the City Manager request the Planning Department and City legal counsel begin drafting a moratorium on large-scale non-residential development within Neighborhood zones in the City and further request that the Planning Board and City staff begin drafting ordinance changes to address the concerns of overdevelopment in the Neighborhood zone.

EXHIBIT A

QUIT-CLAIM DEED WITH COVENANT

KNOW ALL MEN BY THESE PRESENTS, That **NANCY J.T. KING**, formerly Nancy J.T. Adams, by and through her attorney in fact/agent, **TROY A.H. ADAMS**, whose mailing address is 32 Pleasant Street, Ellsworth, Maine 04605, for consideration paid, GRANTS to **TROY A.H. ADAMS**, whose mailing address is 114 Nutting Lane, Trenton, Maine 04605, with QUIT-CLAIM COVENANT, a certain lot or parcel of land, together with any improvements thereon, situated in Ellsworth, County of Hancock, and State of Maine, being all and the same the premises described in a deed from Acadia Village Resort to Nancy J.T. Adams, dated 1 October 1994, and recorded in the Hancock County Registry of Deeds at Book 2339, Page 106.

Together with all rights, easements, privileges and appurtenances belonging to the granted estate.

Witness my hand and seal, this 19th day of Oct, 2021.

Nancy J.T. King, by and through her attorney in fact/agent, Troy A.H. Adams

STATE OF MAINE
HANCOCK, ss.

Personally appeared the above-named Troy A.H. Adams, in his said capacity as attorney in fact/agent for Nancy J.T. King, and acknowledged the foregoing instrument to be his free act and deed.

Before me, _____

Notary Public

Stephen D. Foster
NOTARY PUBLIC

Notary: State of Maine
My Commission Expires 3/29/2026

① #2

PURCHASE AND SALE AGREEMENT

AGREEMENT made as of _____, 2025 by and between **TROY A. H. ADAMS**, an individual residing in Trenton, Maine, hereinafter referred to as "SELLER", and **CITY OF ELLSWORTH**, a Maine body politic hereinafter referred to as "BUYER".

1. PURCHASE AND SALE OF PROPERTY:

Seller agrees to sell to Buyer and Buyer hereby agrees to purchase from Seller, upon the terms and conditions hereinafter set forth, a certain lot or parcel of land, together with any and all structures and improvements situated thereon, and appurtenances thereto, situated off of **High Street**, in the City of Ellsworth, Hancock County, Maine and being a **portion of** those premises as were described in the deed from Nancy J. T. King to Troy A.H. Adams dated October 19, 2021 and recorded in Book 7162, Page 489 of the Hancock County, Maine, Registry of Deeds which deed is attached hereto as EXHIBIT "A" The property being conveyed is that area depicted as with the "Preliminary Right of Way" lines on the Adams parcel shown on the plan attached hereto as EXHIBIT "B". The parties agree that the final legal description of the property being conveyed (the "Premises") must be satisfactory to all parties in their sole discretion.

2. PURCHASE PRICE:

The purchase price is **\$30,000.00** payable at closing in immediately available funds.

3. CONVEYANCE-TITLE:

Against the payment of the purchase price Seller shall, on the closing date, execute and deliver to Buyer or its assigns, a **Quitclaim with Covenant deed** in the usual form according to Maine practice, conveying to Buyer the property in fee simple with good, marketable and insurable title thereto. The

Premises shall be conveyed in the same condition at the time of closing as they may be in at the present time.

4. PERSONAL PROPERTY: None

5. CLOSING:

(a) Closing shall take place on or before **June 13, 2025** or at such other date as the parties hereto shall agree in writing. Time is of the essence with respect to this closing date.

(b) Possession of the property shall be delivered to Buyer on the closing date, free of all tenants and persons in possession.

6. PRORATIONS:

The following items shall be prorated between Buyer and Seller on the closing date:

(a) Real estate taxes based on a July 1 to June 30 fiscal year.

7. DOCUMENT PREPARATION AND TITLE SEARCH:

(a) The expense of preparation of this Purchase and Sale Agreement shall be the expense of the Buyer.

(b) Preparation of the Deed, Declaration of Value, Non Foreign Certificate, Underground Tank Notice, and Shoreland Subsurface Waste Water Disposal Disclosure shall be the expense of the Seller.

(c) Buyer's title attorney and closing agent fees shall be the responsibility of the Buyer.

(d) Seller and Buyer shall each pay their proportionate share of the Maine State real estate transfer tax.

8. REAL ESTATE COMMISSION: Both parties represent and warrant that no real estate agent has been engaged by either party. This warranty shall survive closing.

9. REPRESENTATION OF SELLER:

(a) Seller represents to Buyer, which representations shall survive the transfer of the property and closing that:

(i) Neither the property, nor any portion thereof, are either assessed or taxed under the provisions of the Maine Tree Growth Tax Law.

(ii) Neither the property, nor any portion thereof, are either assessed or taxed under the provisions of the Maine Farm and Open Space Tax Law.

(iii) The property does not have located thereon an underground oil storage tank as defined in Underground Oil Storage Facilities and Ground Water Protection Act, or in the event such a facility or tank is located on the property, such tank is properly registered with the State of Maine, Department of Environmental Protection.

(iv) The property does not share a common boundary or portion of a boundary with farmland, as defined under Chapter 2-B of Title 7 M.R.S.A. or is within one hundred (100) feet thereof, that is registered in either the municipality in which the property is located or the Hancock County, Maine, Registry of Deeds.

(v) Neither the property nor any portion thereof contain areas designated as "essential habitat" by the Maine Department of Inland Fisheries and Wildlife pursuant to the provisions of the Maine Endangered Species Act.

(vi) Neither the property, nor any portion thereof, is subject to the Coastal Barrier Resources Act of 1990; or if subject thereto, the notice provisions of the Act have been met and neither a governmental agency nor qualified agency has submitted a written expression of serious interest in purchasing the property which has not yet been withdrawn.

(b) Seller represents that Seller is not a foreign person, foreign corporation, foreign partnership, foreign trust or foreign estate as defined by Section 1445, of the Foreign Investment in Real Property Tax Act in the Internal Revenue Code and at closing shall deliver to Buyer, Seller's certificate under oath, that Seller is a non-foreign person or entity, or in the alternative, produce satisfactory evidence to Buyer that all or part of the tax need not be withheld.

(c) Seller warrants to Buyer that it has the right to convey the Premises free of any restrictions on the use of the Premises other than applicable ordinances and statutes. This warranty shall survive closing.

10. BUYER'S DEFAULT:

In the event Buyer fails to consummate the purchase of the property in accordance with the provisions of this Agreement all obligations of the parties, the one to the other shall cease, and this Agreement shall be null and void without recourse to the parties hereto, and shall not be the subject matter of any litigation between the parties.

11. SELLER'S DEFAULT:

If the Seller shall be unable to give title or make conveyance as above stipulated, or if any change in condition of the premises shall occur, then, unless the Buyer shall have waived such change of condition, all obligations of either party hereto shall cease and this Agreement shall be void without recourse to either party; but the acceptance of a deed by the Buyer or such person as the Buyer shall have designated, shall be deemed to be a full performance and discharge of every agreement and obligation herein contained except as otherwise expressly provided.

12. DAMAGE OR DESTRUCTION:

If prior to the closing date any improvement or improvements situated on the real estate is or are destroyed by any cause, Buyer shall have the option of (i) receiving all insurance proceeds payable by reason of such damage or destruction and of consummating this transaction, or (ii) terminating this transaction, in which case neither party shall have any further obligations to the other hereunder and all sums heretofore paid shall be immediately refunded to Buyer.

13. SPECIAL PROVISIONS: None

14. DUE DILIGENCE:

This Agreement is subject to Buyer's satisfaction, in its sole discretion with various investigations.

All investigations will be done at Buyer's expense by persons chosen by Buyer in Buyer's sole discretion. Seller agrees to cooperate with Buyer and shall give Buyer and Buyer's agents and consultants

reasonable access to the property and its systems and fixtures in order to undertake the above investigations. If the result of any investigation is unsatisfactory to Buyer, Buyer may terminate this Agreement by notifying Seller in writing prior to closing.

15. PROPERTY DISCLOSURE FORM: Buyer acknowledges receipt of the Raw Land Disclosure Form.

16. FINANCING: None

17. MISCELLANEOUS:

(a) This Agreement shall inure to the benefit of and be binding upon the parties hereto and their respective heirs and assigns.

(b) This Agreement constitutes the entire agreement between the parties, supersedes all prior negotiations and understandings among them, and shall not be altered or amended except by written agreement signed by Seller and Buyer.

(c) This Agreement may be simultaneously executed in any number of counterparts, each of which when so executed and delivered shall be an original; but such counterparts shall constitute but one and the same instrument. Electronic signatures and scanned or photocopied signatures shall be acceptable to all parties.

(d) If two or more persons or entities constitute either the Seller or the Buyer, "Seller" or "Buyer" shall mean "Sellers" or "Buyers" whenever the sense of this Agreement so requires.

(e) This Agreement shall be construed and enforced in accordance with, and be governed by, the laws of the State of Maine.

(f) Any dates specified herein can be modified by the written correspondence of the Buyer's and Seller's attorneys.

18. NOTICES:

All notices, demands, and other communications hereunder shall be in writing, by certified mail, return receipt requested, and shall be sent to the following addresses:

To Buyer by mailing to: City of Ellsworth
ATTN: Charles Pearce, City Manager
1 City Hall Plaza
Ellsworth, ME 04605

To Buyer's Attorney to: Acadia Law Group, LLC
ATTN: Alison King
PO Box 723/6 Water Street
Ellsworth, ME 04605

To the Seller by mailing to: Troy Adams
114 Nutting Lane
Trenton, ME 04605

To Seller's Attorney to: Jeffrey C. Toothaker
14 High Street
Ellsworth, ME 04605

IN WITNESS WHEREOF, the parties hereto have executed this Agreement the day, month and year written below:

Dated: May 22, 2025


Troy A.H. Adams (May 22, 2025 17:16 EDT)

Troy A.H. Adams-Seller

Dated: 05/23/2025


Charles Pearce (May 23, 2025 10:11 EDT)

City of Ellsworth- Buyer

By: Charles Pearce

Its: City Manager

BOOK: OR 7162 PAGE:489, # OF PGS: 1
10/20/2021 11:17:22 AM INSTR#: 2021018395
JULIE A. CURTIS, REGISTER OF DEEDS
HANCOCK COUNTY MAINE
MAINE REAL ESTATE TRANSFER TAX NOT PAID

EXHIBIT A

QUIT-CLAIM DEED WITH COVENANT

KNOW ALL MEN BY THESE PRESENTS, That **NANCY J.T. KING**, formerly Nancy J.T. Adams, by and through her attorney in fact/agent, **TROY A.H. ADAMS**, whose mailing address is 32 Pleasant Street, Ellsworth, Maine 04605, for consideration paid, GRANTS to **TROY A.H. ADAMS**, whose mailing address is 114 Nutting Lane, Trenton, Maine 04605, with QUIT-CLAIM COVENANT, a certain lot or parcel of land, together with any improvements thereon, situated in Ellsworth, County of Hancock, and State of Maine, being all and the same the premises described in a deed from Acadia Village Resort to Nancy J.T. Adams, dated 1 October 1994, and recorded in the Hancock County Registry of Deeds at Book 2339, Page 106.

Together with all rights, easements, privileges and appurtenances belonging to the granted estate.

Witness my hand and seal, this 10th day of Oct, 2021.

Nancy J.T. King, by and through her attorney in fact/agent, Troy A.H. Adams

STATE OF MAINE
HANCOCK, ss.

Personally appeared the above-named Troy A.H. Adams, in his said capacity as attorney in fact/agent for Nancy J.T. King, and acknowledged the foregoing instrument to be his free act and deed.

Before me,

Stephen D. Foster
Notary Public

Stephen D. Foster
NOTARY PUBLIC

Notary: Stephen D. Foster
My Commission Expires 3/29/2026

① #2

[illegible]

JNB	Distance
1	196.43
2	100.00
3	100.00
4	5.74
5	99.42
6	116.65
7	26.6
8	23.31
9	166.91
10	133.21

Adams to Ellsworth P&S

Final Audit Report

2025-05-23

Created:	2025-05-23
By:	May Chan (may@almaine.com)
Status:	Signed
Transaction ID:	CBJCHBCAABAArYl9rHJjAsOQjH9OShCvgk68OkMmidrm

"Adams to Ellsworth P&S" History

-  Document created by May Chan (may@almaine.com)
2025-05-23 - 12:24:57 PM GMT
-  Document emailed to Charles Pearce (cpearce@ellsworthmaine.gov) for signature
2025-05-23 - 12:25:05 PM GMT
-  Email viewed by Charles Pearce (cpearce@ellsworthmaine.gov)
2025-05-23 - 2:11:02 PM GMT
-  Document e-signed by Charles Pearce (cpearce@ellsworthmaine.gov)
Signature Date: 2025-05-23 - 2:11:28 PM GMT - Time Source: server
-  Agreement completed.
2025-05-23 - 2:11:28 PM GMT

AREA SUMMARY TABLE

CITY OF ELLSWORTH PROPERTY
(MERRILL LANE ROW)

NEW IMPERVIOUS AREA
- MERRILL LANE EXTENSION = 26,823 SF +/- = 0.62 ACRES +/-
TOTAL ESTIMATED WETLAND IMPACT = 2,550 SF +/-

STATE OF MAINE PROPERTY
(17.9 ACRES & LONG LANE ROW)

NEW IMPERVIOUS
- COURTHOUSE BUILDING = 24,900 SF +/-
- COURTHOUSE PAVEMENT = 73,225 SF +/-
TOTAL NEW IMPERVIOUS AREA = 98,125 SF +/- = 2.25 ACRES +/-
TOTAL ESTIMATED WETLAND IMPACT = 2,230 SF +/-

EXHIBIT B

LEGEND

- EXISTING PINS FOUND AS NOTED
PRELIMINARY PROPERTY LINE
PROPOSED DIVISION LINE
ADJACENT BOUNDARY LINE
PRELIMINARY RIGHT OF WAY LINE
- PROPOSED PAVEMENT
PROPOSED GRAVEL
PROPOSED BUILDING
POSSIBLE WETLAND IMPACT
EXISTING IMPERVIOUS AREA TO BE PAVED
- PVP - POTENTIAL VERNAL POOL
APPROXIMATE FRESHWATER WETLAND
WETLAND TYPE BOUNDARY
WETLAND TYPE
APPROXIMATE INLAND WADING BIRD HABITAT
STREAM

NOTES

1. BOUNDARY LINES AND OTHER INFORMATION SHOWN ON THIS PLAN ARE BASED ON A PRELIMINARY BOUNDARY SURVEY PREPARED BY HERRICK & SALSBERY, INC., FOR THE CITY OF ELLSWORTH, MERRILL LANE/LONG LANE, ELLSWORTH, ME. DATED JANUARY 12, 2025, REVISED JANUARY 14, 2025.
2. EXISTING CONDITIONS SHOWN ON THIS PLAN ARE BASED ON INFORMATION PROVIDED BY OTHERS AND WERE NOT FIELD VERIFIED BY NORTHEAST CIVIL SOLUTIONS, INC.

THIS PLAN IS FOR REVIEW
PURPOSES ONLY AND IS NOT
INTENDED FOR CONSTRUCTION
OR RECORDING

Revision	By	Date	Change
1	SCK	-/-/24	-

PROJECT NUMBER: 43131 ACAD FILE: 43131-SITE-OPT-3.DWG SCALE: 1" = 80' DATE: FEBRUARY 12, 2025

Drawing Name and Location:
PROPOSED SITE LAYOUT PLAN - OPTION 3

Owner:
HANCOCK COUNTY COURTHOUSE
MERRILL LANE/LONG LANE, ELLSWORTH, ME

Prepared For:
NORTH PEAK ARCHITECTURE
P.O. BOX 338, LYMAN, MAINE 04002

SURVEYING • ENGINEERING • LAND PLANNING
Northeast Civil Solutions
INCORPORATED
381 PAYNE ROAD, SCARBOROUGH, MAINE 04074
tel 207.883.1000 e-mail / website info@northeastcivilsolutions.com www.northeastcivilsolutions.com



0 80' 160' 320'

SHEET 1 OF 1

1100 584

4046

Know All Men By These Presents.

That I, MAUDE BURRELL, of Ellsworth, Hancock County, Maine,

in consideration of one dollar and other valuable considerations

paid by MERRILL FURNITURE COMPANY, a corporation organized under the laws of the State of Maine and having its principal place of business in Ellsworth, Hancock County, Maine,

the receipt whereof I do hereby acknowledge, do hereby give, grant, bargain, sell and convey unto the said Merrill Furniture Company, its successors

~~which~~ and assigns forever,

a certain lot or parcel of land, with buildings thereon, situated in Ellsworth, County of Hancock, State of Maine, bounded and described as follows, to wit:

Beginning at the eastern side of High Street at the southwest corner of lot described in deed from Shirley Povich, Administrator of the estate of Alice Brown Jordan to Florence R. Walker dated February 3, 1953, recorded in Hancock County, Maine, Registry of Deeds in Book 753, Page 464; thence North fifty-four degrees ten minutes East (N. 54° 10' E.) following the southerly line of said lot deeded to Florence R. Walker and an extension of said southerly line six hundred forty-one (641) feet, more or less, to land of Maine Central Railroad; thence easterly following land of Maine Central Railroad thirty-five and seven tenths (35.7) feet, more or less to land of Clifton L. Bickford; thence South sixteen degrees East (S. 16° E.) following Bickford's line two hundred sixty-nine and nine tenths (269.9) feet to a stake driven in the ground; thence South fifty-four degrees ten minutes West (S. 54° 10' W.) three hundred twenty-two and nine tenths (322.9) feet to a stake driven in the ground; thence South eighty-three degrees one minute West (S. 83° 01' W.) one hundred sixty-nine and seven tenths (169.7) feet to a stake driven in the ground; thence South seventy-one degrees twelve minutes West (S. 71° 12' W.) one hundred fifty-one and nine tenths (151.9) feet to the eastern line of High Street; thence northerly following the eastern line of said High Street one hundred sixty-one (161) feet to the place of beginning, containing three and eighty-four one hundredths (3.84) acres, more or less.

Reference is had to the deed from Harvard W. Blaisdell, Administrator d.b.n. c.t.a. of the estate of Willie F. Walker, to the grantor herein and Edward Burrell dated February 19, 1954, and recorded in Book 760, Page 43 of the Hancock County Registry of Deeds.

This conveyance is made subject to the terms and conditions of the Indenture made February 24, 1954, recorded in Book 760, Page 110 of said Registry, by and between Osmon N. Merrill and Eugenia W. Merrill, Edward Burrell and Maude Burrell, and Ellsworth Builders Supply Co., to which Indenture and the record thereof express reference is hereby made for the terms, conditions, rights, privileges and easements contained therein.

Edward Burrell is deceased, and the Grantor herein is the surviving joint tenant.

To Have and to Hold the aforegranted and bargained premises with all the privileges and appurtenances thereof to the said Merrill Rurniture Company, its successors

and assigns, to it and their use and behoof forever.

And I do COVENANT with the said Grantee, its successors and assigns, that I am lawfully seized in fee of the premises that they are free of all encumbrances:

that I have good right to sell and convey the same to the said Grantee to hold as aforesaid; and that I and my heirs shall and will WARRANT and DEFEND the same to the said Grantee, its successors and assigns forever, against the lawful claims and demands of all persons.

In Witness Whereof, I, the said Maude Burrell, being unmarried,

do hereby declare and acknowledge that the above described premises, have hereunto set

my hand and seal this 15th day of July in the year of our Lord one thousand nine hundred and seventy.

Signed, Sealed and Delivered

in presence of

[Signature]
11/2

Maude Burrell

State of Maine,
Hancock,

} ss.

July 15, 1970

Personally appeared the above named
Maude Burrell

and acknowledged the above

instrument to be her free act and deed.

Before me,

[Signature]
Notary Public

Notary Public

STATE OF MAINE, HANCOCK COUNTY REGISTRY OF DEEDS.

Rec'd July 15 1970 at 2h 54m. P. M. and recorded in book 1100 Page 584

by *Jessie B. Patten* Register.

BK 2353 PG 054

10518

WARRANTY DEED
(Maine Statutory Short Form)

EUGENIA W. MERRILL, of Ellsworth, Maine, for valuable consideration, grants to Eugenia W. Merrill, Roger W. Dow and Louis/L. Wilson, Trustees of the High Street Property Trust, u/a dated December 8, 1994, with a mailing address of 54 Park Street, Ellsworth, Me. 04605, the following described real property situated in Ellsworth, Hancock County, Maine:

A certain lot or parcel of land with any buildings thereon in Ellsworth, and being more particularly described on Exhibit A attached hereto and made a part hereof.

Meaning and intending to convey the first parcel of land as set forth in deed from Osmon N. Merrill to the Grantor herein dated February 10, 1961 and recorded in the Hancock County Registry of Deeds in Book 879, Page 381. Excepting and reserving therefrom so much of said premises as was conveyed to Jasper L. Tilden by deed dated April 20, 1961 and recorded in said Registry in Book 887, Page 452.

Witness my hand and seal this 19th day of December, 1994.

[Signature]
Witness

Eugenia W. Merrill
Eugenia W. Merrill

STATE OF MAINE
HANCOCK SS

December 19, 1994

Personally appeared the above named Eugenia W. Merrill and acknowledged the foregoing instrument to be her free act and deed.

Before me,

[Signature]
Attorney at Law/Notary Public

Printed name

Judith A Allen

BK 2353 PG 055

EXHIBIT A

A certain lot or parcel of land with any buildings thereon situated in Ellsworth, Hancock County, Maine, bounded and described as follows:

Beginning on the eastern side of High Street at a point one hundred sixty-one (161) feet southerly from the southwest corner of lot described in deed from Shirley Povich, Administrator of the estate of Alice Brown Jordan to Florence R. Walker dated February 3, 1953, recorded in Hancock County, Maine, Registry of Deeds in Book 753, Page 464, said point being also the southwest corner of lot described in deed of even date herewith from this Grantor as Administrator of the estate of W.F. Walker to Edward Burrell and Maude Burrell; thence north seventy-one degrees twelve minutes east (N. 71° 12' E.) one hundred fifty-one and nine-tenths (151.9) feet to a stake; thence north eighty-three degrees one minute east (N. 83° 01' E.) one hundred sixty-nine and seven tenths (169.7) feet to a stake; thence north fifty-four degrees ten minutes east (N. 54° 10' E.) three hundred twenty two and nine tenths (322.9) feet to a stake in line of land of Clifton L. Bickford; thence south sixteen degrees east (S. 16° E.) following said Bickford line four hundred ten and three tenths (410.3) feet to the southeast corner of lot formerly of W.F. Walker deceased; thence south seventy-six degrees fifty-eight minutes west (S. 76° 58' W.) five hundred eighty-nine (589) feet, more or less, to the easterly side of High Street; thence northerly following the easterly side of High Street to the place of beginning, containing four and forty-five hundredths (4.45) acres, more or less.

Ret: Eugene A. Merrill
54 Park St.
Ellsworth

95 JAN 17 AM 9:06

REGISTER OF DEEDS
HANCOCK COUNTY SS.

Mary Peterson
REGISTER

EXHIBIT C

BK 2385 PG 270

05514

CORRECTING WARRANTY DEED
(Maine Statutory Short Form)

EUGENIA W. MERRILL, of Ellsworth, Maine for valuable consideration, grants to EUGENIA W. MERRILL, ROGER W. DOW and LOUIS L. WILSON, Trustees of the HIGH STREET PROPERTY TRUST u/a dated December 8, 1994, with a mailing address of 54 Park Street, Ellsworth, Me. 04605, the following described real property situated in Ellsworth, Hancock County, Maine:

A certain lot or parcel of land with any buildings thereon in Ellsworth, and being more particularly described on Exhibit A attached hereto and made a part hereof.

Meaning and intending to convey the first parcel of land as set forth in deed from Osmon N. Merrill to the Grantor herein dated February 10, 1961 and recorded in the Hancock County Registry of Deeds in Book 879, Page 381. Excepting and reserving therefrom so much of said premises as was conveyed to Jasper L. Tilden by deed dated April 20, 1961 and recorded in said Registry in Book 887, Page 452. The premises are also conveyed subject to and together with the benefit of the terms and conditions of an indenture by and between Osmon N. Merrill, Eugénia W. Merrill, Edward B. Burrell, Maude Burrell and Ellsworth Building Supply Co. dated February 24, 1954 and recorded in said Registry in Book 760, Page 110.

Witness my hand and seal this 5th day of April, 1995.

[Signature]
Witness

[Signature]
Eugenia W. Merrill

STATE OF MAINE
HANCOCK, SS

April 5, 1995

Personally appeared the above named Eugenia W. Merrill and acknowledged the foregoing instrument to be her free act and deed.

Before me [Signature]
Notary Public

EVANGELINE D. NORWOOD
NOTARY PUBLIC, MAINE
MY COMMISSION EXPIRES DECEMBER 5, 2000

SEAL

EXHIBIT A

A certain lot or parcel of land with any buildings thereon situated in Ellsworth, Hancock County, Maine, bounded and described as follows:

Beginning on the eastern side of High Street at a point one hundred sixty-one (161) feet southerly from the southwest corner of lot described in deed from Shirley Povich, Administrator of the estate of Alice Brown Jordan to Florence R. Walker dated February 3, 1953, recorded in Hancock County, Maine, Registry of Deeds in Book 753, Page 464, said point being also the southwest corner of lot described in deed of even date herewith from this Grantor as Administrator of the estate of W.F. Walker to Edward Burrell and Maude Burrell; thence north seventy-one degrees twelve minutes east (N. 71° 12' E.) one hundred fifty-one and nine-tenths (151.9) feet to a stake; thence north eighty-three degrees one minute east (N. 83° 01' E.) one hundred sixty-nine and seven tenths (169.7) feet to a stake; thence north fifty-four degrees ten minutes east (N. 54° 10' E.) three hundred twenty two and nine tenths (322.9) feet to a stake in line of land of Clifton L. Bickford; thence south sixteen degrees east (S. 16° E.) following said Bickford line four hundred ten and three tenths (410.3) feet to the southeast corner of lot formerly of W.F. Walker deceased; thence south seventy-six degrees fifty-eight minutes west (S. 76° 58' W.) five hundred eighty-nine (589) feet, more or less, to the easterly side of High Street; thence northerly following the easterly side of High Street to the place of beginning, containing four and forty-five hundredths (4.45) acres, more or less.

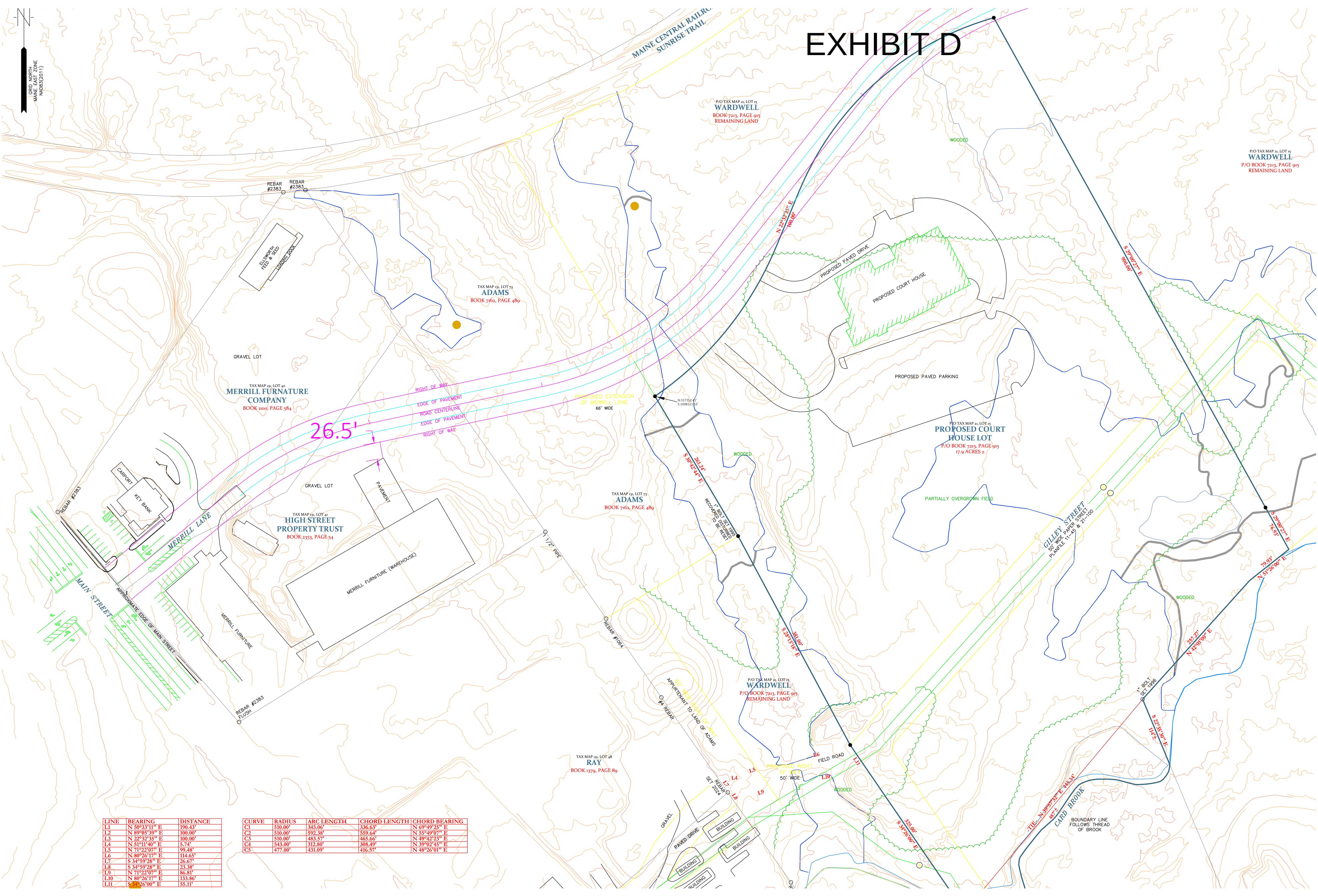
95 MAY 12 AM 9:48

REGISTER OF DEEDS
HANCOCK COUNTY SS.*Margaret Peterson*

REGISTER



EXHIBIT D



LINE	BEARING	DISTANCE
L1	N 50°33'11" E	190.43'
L2	N 49°05'59" E	100.00'
L3	N 22°32'35" E	100.00'
L4	N 51°11'40" E	5.74'
L5	N 71°22'07" E	99.48'
L6	N 80°26'17" E	114.65'
L7	S 34°59'28" E	26.67'
L8	S 34°59'28" E	23.38'
L9	N 71°22'07" E	86.81'
L10	N 80°26'17" E	133.86'
L11	S 40°26'00" E	55.11'

CURVE	RADIUS	ARC LENGTH	CHORD LENGTH	CHORD BEARING
C1	510.00'	343.06'	336.63'	N 69°49'25" E
C2	510.00'	592.38'	359.64'	N 55°49'07" E
C3	510.00'	483.57'	465.66'	N 49°42'23" E
C4	543.00'	312.80'	308.49'	N 39°02'45" E
C5	477.00'	431.09'	416.57'	N 48°26'01" E