

**Select Board & Board of Assessors Meeting - Agenda
November 13, 2023 @ 7:00 p.m.
Fire Station Community Room, 86 River Rd.**

- 1. Call to Order**
- 2. Amendments to the Agenda**
- 3. Minutes of the previous meeting**
 - a. October 23, 2023
 - b. October 26, 2023
- 4. Public Comments on Items Not on the Agenda**
- 5. New Business**
 - a. Discussion on Fire Engine Replacement
 - b. Personnel Policy – Amendments
 - c. Ground Lease Agreement
 - d. Core Zoning Code Amendments
 - e. Ordinance and Policy Review Process
- 6. Unfinished Business**
 - a. Select Board Priorities Review
- 7. Town Manager Report and Communications**
- 8. Fiscal Warrants**
 - a. FY24 Ninth AP Warrant: \$547,848.64
- 9. Executive Session**
- 10. Future Agenda Items**
 - a. Special Town Meeting Warrant
 - b. Comprehensive Plan State Approval
 - c. Fire Engine Bid Document
 - d. Traffic and Parking Ordinance
 - e. Town Fee Schedule
 - f. Finance Committee Ordinance
- 11. Adjournment of Meeting**

Manager commentary for November 13th, 2023 Agenda packet items.

5. New Business Items: This location on the agenda is meant for items that have not previously been put before the Select Board. Ideally, they are placed here as an introduction and for in-depth discussion before a final draft is later presented as an Unfinished Business item at a future meeting. However, if the new item is time sensitive or the Select Board has no issue with the item as presented, the Board may choose to vote on the item.

New Business Item: **5A – Discussion on Fire Engine Replacement**

Manager's Commentary: Language from 10/23 Town Manager Report:

"The fire department is in the final stages of building a specification for the replacement of engine 8. The ballpark price was \$665,000. During the last two quarters there has been a 4.5% increase in cost for each quarter. The latest increase added \$29,925, the new budget price is 694,925. If this trend continues there could potentially be another \$31,272 added in January of 2024.

Some good news. The build time used to be estimated 2 - 3 years, this has since gone down to 18 - 24 months. Payment would be due at time of delivery, there are discounts for pre-payments.

I am aware this item has been discussed previously, but I would like to discuss it again and get support to put out to bid. It would then be incorporated into the FY25 budget process."

Additional commentary: The Fire Department is not ready for review of the bid documents to get the green light, but I thought it would be good to use some time on Monday discuss the options for funding and if we wanted to move forward sooner than I previously outlined above. The Fire Chief will be in attendance to discuss and answer questions.

New Business Item: **5B – Personnel Policy – Amendments**

Manager's Commentary: On [PAGE 10](#) is a red-line version of an update to the Personnel Policy for the Select Board's consideration. If the Select Board chooses to move forward with any of the changes, you'd be able to do so at the December 11th meeting as this document was shared with staff on the 8th of November to meet the 30-day notification requirement (see section I.C.) This provision also requires placement of the notice in the office and to send with employee paychecks. Since everyone is on direct deposit, I am not sure how to best achieve this (it also happens to be one of the things I recommend changing). The best I was able to do was offer hard copies if anyone wanted one, place a hard copy in my office for staff, and to post my email to everyone in the town office and in the fire station.

Most of the edits I've proposed are grammatical, assist in clarification, or try to right size the document to our organization. I do have a few outstanding questions where I have yet to draft proposed language, but after Monday's meeting will update and share with all employees.

There are two areas that have significant changes:

- 1) Health Insurance section (potentially affecting full-time staff only) and includes an update to recognize a domestic partnership as a family member for health insurance purposes. There are additional documents included as part of this (included after the personnel policy and the clean versions on [PAGE 55](#)). One of them includes an action the Select Board will need to take when(if) you finalize these changes, but I wanted to provide all the documentation ahead of time.

- 2) Grievance Procedure: These updates are meant to give all employees a cleaner process to grieve employment-related issues. As well as issues or concerns staff may have with a town manager. The redline of these two sections is messy and confusing (even for the guy who drafted the changes), so I've also included clean versions of the draft as separate documents. ([PAGE 53](#) and [PAGE 54](#)).

New Business Item: 5C – Ground Lease Agreement

Manager's Commentary: The Town of Newcastle had previously been approached by Verizon to install a cellular tower on our landfill. The company has since decided to partner with TowerCo to install the towers on their behalf. Attached is a slide deck from TowerCo [PAGE 64](#) and the second item on [PAGE 70](#) is a draft lease I received last month. It is currently with our attorney for review. I hope to have some additional feedback from him before Monday, but I am not asking for approval Monday, just a brief discussion about these documents and whether or not you'd be interested in pursuing this. From there, I can work to finalize and then bring to you for a formal vote at a later date.

New Business Item: 5D – Core Zoning Code Amendments

Manager's Commentary: At the September 11th meeting, I suggested sending some simple Core Zoning Code Amendments in Section 22 of Article 7 to address the demolition of historic assets ([PAGE 88](#)) over to the Planning Board. The Planning Board will be taking this item up after their public hearing on November 16th in time for you to consider placing the changes on the December 11th Special Town Meeting warrant (at the November 27th meeting).

While it doesn't have to necessarily be this way, the effort was designed to clear potential changes to any ordinance as a directive from the Select Board. In the case of Land Use Ordinances, once the Select Board requests that the Planning Board take something up, they would then hold public hearings and make recommendations back to the Select Board. This process is especially helpful when the proposed changes are potentially contentious or political in nature.

Unfortunately, our Planner and I had a few communication wires crossed and there are two additional core zoning code changes that the Planning Board is holding public hearings for and will be making a recommendation for your consideration without first receiving the directive to do so. Fortunately, these amendments (Multi-family – out of subdivision, into Large Project Plan [PAGE 90](#) and reduction of Right of Way width [PAGE 92](#)) are not complex or considerably contentious proposed changes.

If you choose to do so, you could include these additional items on the December 11 Warrant. I will make sure our planner is available to answer questions you may have about these at the November 27th meeting.

Going forward, I intend to bring all proposed changes to ordinances to the Select Board first.

New Business Item: 5E – Ordinance and Policy Review Process

Manager's Commentary: One of the top 10 priorities is "Ordinance and Policy Housekeeping". Identified on the Newcastle website, we have nearly two dozen ordinances and eight policies. On [PAGE 93](#) is a memo outlining a process and commitment for review and approval of modifications, replacement, or repeal of what's listed. I hope the discussion can be about either supporting this aggressive timeline to check this off the priority list (See 6A) or taking on updates as we identify them and stretching out the timeline to consider some of the other priorities on your list. No need for action at the meeting Monday, as I'd prefer to solidify the update to the priorities before any additional work here.

6. Unfinished Business Items: Agenda items that have been brought before the Select Board previously in the current fiscal year. Ideally these are items that have been reviewed and are ready for vote, but the Select Board reserves the right for greater discussion, modification, or further postponement.

Unfinished Business Item: **6A – Select Board Priorities Review**

Manager’s Commentary: At your October 23, 2023 we reviewed progress to date on the list of priorities. Primarily because of the planned workshop with the Damariscotta Select Board, we chose to delay any discussion of re-prioritization until after that meeting. Serving in my new role by dropping the interim bit (thank you Select Board!) - I’d like to expand the conversation around the Select Board Priorities to include what was discussed at the joint workshop with Damariscotta’s Select Board, the immediate work that was added when I initially got started in the interim role, and some other items I would like to ask the Select Board to consider. I’ve included a memo to this packet ([PAGE 98](#)) that provides a comprehensive list of what is currently happening and possibly reshuffle the list a bit. I will bring an excel document for interactive discussion so we can draft a revised Gantt chart together.

No motion proposed at this time.

Fiscal Warrants: **8A – FY24 Ninth AP Warrant**

Manager Commentary: This can be found starting on [PAGE 101](#). There are two parts to the one warrant. This was simply an administrative error.

A possible motion: ***“To approve both sections of the FY24 Ninth AP Warrant”***

7pm – Public Hearings:

- 1) **General Assistance Ordinance:** No comments were made.
- 2) **General Assistance Ordinance Appendices A-H for 2023-2024:** No comments were made.

Select Board & Board of Assessors Meeting - Minutes

October 23, 2023 @ 7:00 p.m.

Fire Station Community Room, 86 River Rd.

Present Board Members: Karen Paz, Tor Glendinning, Joel Lind, Thomas Kostenbader, Rufus Percy

Staff: Kevin Sutherland, Interim Town Manager

Minutes transcribed by Emma McKearney, Deputy Town Clerk

1. **Call to Order:** Meeting started at 7:01pm.
2. **Amendments to the Agenda:** No changes to the agenda.
3. **Minutes of the previous meeting**
 - a. **September 25, 2023:** Joel made a motion to approve the minutes of the September 25, 2023, meeting as written. Motion was seconded by Tor. Motion was passed unanimously.
 - b. **September 27, 2023:** Joel made a motion to approve the minutes of the September 27, 2023, meeting as written. Motion was seconded by Tor. Motion was passed unanimously.
4. **Public Comments on Items Not on the Agenda**
 - a. **Mal Carey:** Mal, a resident of North Newcastle, provided the Select Board and Interim Town Manager with written comments regarding the current code. He reports that there's a discrepancy between what state law requires and the town and state being subject to the code. Mal requests that this be investigated further. The Select Board will pass this onto Michael Martone, Town Planner.
5. **New Business**
 - a. **Midcoast Conservancy:** Patricia Nease, Damariscotta Lake Watershed Manager, from Midcoast Conservancy had a presentation regarding their Erosion Control Work on Damariscotta Lake. Currently, Midcoast Conservancy is working on fulfilling Section 319 of the Clean Water Act Grant which focuses on non-point source pollution. Patricia reported that, over the last two years, the Youth Conservation Corps has completed 21 projects. The area has seen over 125% of normal precipitation over the last 6 months. Patricia reports that this will become a more normal occurrence. Midcoast Conservancy continues to monitor water quality, cyanobacteria, and fecal bacteria of Damariscotta Lake. Information regarding water quality of Damariscotta Lake is available on Swim Guide (Damariscotta Mills Beach) <https://www.theswimguide.org/beach/11099> or on the Swim Guide app. Check out Damariscotta Lake Watch on Instagram. Patricia can be reached at patricia@midcoastconservancy.org. Patricia opened up questions to the public.
 - b. **Historic Preservation Ordinance:** Also known as the Historic Special District Review Ordinance, it was reviewed that the Select Board asked for a committee to be formed in response to the input received from the town favoring preservation of the Town's historic district. At this time, the Select Board wants to focus on the next steps instead of details. There will be another Select Board Public Hearing regarding the Historic Preservation Ordinance at a later date. David Levesque, resident, was recognized by the Chair; he raised

concerns of the Planning Board discussing the issue and making recommendations outside of the Public Hearing and without proper notification of the follow-up discussion. The Select Board would like to have a workshop to review the ordinance in January which will include the Chair of the Planning Board, Town Planner, and legal counsel. Brian Flesser, resident, wished for an opportunity for public comment due to the wording on the agenda which states there would be a discussion. The Select Board and Interim Town Manager clarified that this was an opportunity for the Select Board to discuss amongst themselves and that there would be a Public Hearing which would allow the public to voice their opinions and concerns; the opportunity for a debate would be at Town Meeting.

c. Route 1B /Main Street and Mills Road Pre-Engineering Services: Interim Town Manager reviewed that the current Purchasing and Bid Ordinance requires Select Board approval for the Interim Town Manager to move forward with soliciting bids for the Village Partnership Initiative. The Maine Department of Transportation (MaineDOT) will cover half the cost of the planning study while the Town will cover the other half. There is a grant agreement which will pay \$140,000 upfront and will reimburse half of the cost. Interim Town Manager states that he would like the bid to first make the decision on technical ability then assess the cost of the project. Interim Town Manager believes that the maximum cost is estimated to be \$150,000. \$50,000 is already set aside for the project from last year's Town Meeting. MaineDOT has a short list of vendors to recommend, and the Town must publicly announce and encourage others to submit their proposals. Tor made a motion to authorize the Interim Town Manager to solicit proposed for pre-engineering service on Maine Street and Mills Road in Newcastle as drafted. Seconded by Rufus. Motion was passed unanimously.

6. Unfinished Business

a. General Assistance Ordinance: General Assistance Ordinance Public Hearing occurred earlier in the meeting. No comments were made. No further discussion. Joel made a motion to adopt the General Assistance Ordinance as written. Motion was seconded by Rufus. Motion was passed unanimously.

b. General Assistance Ordinance Appendices A-H for 2023-2024: General Assistance Ordinance Appendices A-H for 2023-2024 Public Hearing occurred earlier in the meeting. No comments were made. No further discussion. Joel made a motion to adopt the General Assistance Ordinance as written. Motion was seconded by Thomas. Motion was passed unanimously.

c. VHB Report on Lynch Road Culvert: Carl Harris, Senior Structural Engineer, and Brian Reeves from VHB Engineering presented their report on the Lynch Road culvert. Due to the Lynch Road's Miner's Span being longer than 10', the Maine Department of Transportation (MaineDOT) needs to inspect it every two years despite it being owned by the Town. The culvert was built 10 years ago. The last report was completed in 2022 which noted some movement in the infrastructure. VHB is recommending a 50' bridge to replace the current, failing culvert. VHB discussed the helpfulness of each proposed structure (in-kind, 22'x8' box culvert, 50' bridge) while reviewing the water flow through and around the area. Interim Town Manager has been working with FEMA to determine if, and what, is available for federal funding; 75% of the cost will be covered with federal money, 15% will be covered by the State of Maine, and the Town will be responsible for the remaining 10% of the cost. The Town's cost will be around \$170,000. Interim Town Manager reports that there is likely additional funding which he will explore. FEMA's deadline for the project to be completed is November 2024, 18 months from the incident, but FEMA is willing to accept an extension due to potential material availability challenges. VHB reports that the bridge will be made of galvanized steel beams, and there wouldn't be rust for at least 30 years with an anticipated lifespan of about 75 years. Maintenance would be limited to the road's surface and would be managed by the MaineDOT due to its size. VHB will work with MaineDOT to ensure their requirements are met so that MaineDOT may assume ownership of the structure once it's completed. Mal Carey, resident, questioned if the northeast corner would need additional reinforcement. VHB reports that there is shallow bedrock that is taken

into consideration when engineering the bridge. Tor made a motion to authorize the Town Manager to sign a contract extension with VHB for final design of a bridge, bid development, DEP permitting, and construction oversight not to exceed \$150,000. Motion was seconded by Joel. Motion was passed unanimously.

d. Special Town Meeting: Interim Town Manager is requesting support for having a Special Town Meeting on December 11, 2023 to vote on the Core Zoning Code and the Purchase and Bid Ordinance. Michael Marton, Town Planner, was present to answer questions from the Select Board. Michael reported that the Core Zoning Public Hearing is scheduled for November 16, 2023. Michael also explained that the Planning Board is still working with the State to update best practices and the State's requirements for the Shoreland Zoning Code. Joel made a motion to establish a Special Town Meeting for December 11th at 7pm in the Community Room of the Fire Station at 86 River Road and notify the Interim Town Clerk. Motion was seconded by Rufus. Motion was passed unanimously.

e. Select Board Priorities Review: Interim Town Manager and Select Board reviewed their priority list they completed on July 24, 2023. At the three-month review, there hasn't been a chance to bring forward on the comprehensive plan, ordinance and policy housekeeping, and the town property maintenance schedule. There will be a joint workshop with Newcastle and Damariscotta Select Boards scheduled for October 30, 2023 at 6pm at the Newcastle Fire Station Community Room to review the needs assessment completed by the Lincoln County Regional Planning Commission. David Levesque, resident, encourages the Select Board to priority getting back into a cable franchise agreement as the previous contract expired in September 2019.

7. Town Manager Report and Communications: Interim Town Manager reviewed his report. Topics discussed were: Route 215 drainage project stating October 30th, absentee voting and Election Day, PFAs mitigation to impacted Newcastle residents, the upcoming Newcastle/Damariscotta joint Select Board workshop, and quick overviews of the "Future Agenda Item" list.

8. Fiscal Warrants

a. FY24 Seventh AP Warrant: \$29,173.55: Joel made a motion to approve the Seventh AP Warrant for \$29,173.55. Motion was seconded by Tom. Motion was passed unanimously.

b. FY24 Eighth AP Warrant: \$383,976.53: Joel made a motion to approve the Eighth AP Warrant for \$383,976.53. Motion was seconded by Tor. Motion was passed unanimously.

9. Executive Session

1 M.R.S.A. Section 405 (6) A – Personnel: Tor made a motion to enter into executive session regarding personnel. Motion was seconded by Joel. Motion was passed unanimously. No Report upon exiting executive session.

1 M.R.S.A Section 405 (6) D – Contract Negotiations: Joel made a motion to enter into executive session regarding contract negotiations. Motion was seconded by Rufus. Motion was passed unanimously. Chair called for Special Select Board meeting on October 26, 2023 at 5:30pm at the Newcastle Town Office.

10. Future Agenda Items These items were identified and further explained as part of the Town Manager Report

- a. Ordinance and Policy Review Process
- b. Traffic and Parking Ordinance
- c. Town Fee Schedule
- d. Fire Engine Bid Documents
- e. Comprehensive Plan State Approval

11. Adjournment of Meeting: Thomas made a motion to adjourn the meeting at 10:03pm. Rufus seconded this motion. Motion was passed unanimously.

DRAFT

Select Board & Board of Assessors Special Meeting - Agenda
October 26, 2023 @ 5:30 p.m.
Town Office, 4 Pump St.

Present Board Members: Karen Paz, Tor Glendinning, Joel Lind, Rufus Percy
Thomas Kostenbader joined at the end of the meeting.

Minutes transcribed by Emma McKearney, Deputy Town Clerk

1. **Call to Order:** Meeting started at 5:35pm at the Fire Station Community Room. A notice was posted on the door of the Town Office.
2. **Executive Session**
 - 1 **M.R.S.A. Section 405 (6) D – Town Manager Contract Negotiations:** Tor made a motion to go into executive session regarding Town Manager Contract Negotiations. Motion was seconded by Rufus. Motion passed 4-0, 1 absent.
The contract was signed after coming out of executive session; all members of the Select Board signed the contract.
3. **Adjournment of Meeting:** Rufus made a motion to adjourn the meeting at 6:05pm. Motion was seconded by Joel. Motion was passed unanimously.

TOWN OF NEWCASTLE
PERSONNEL POLICY
MANUAL
SELECT BOARD

~~Joel Lind~~ Karen Paz, Chair

Karen Paz ~~Joel Lind~~

Robert Nelson

Karen Paz

Tor Glendinning

Thomas Kostenbader

Rufus Percy

PROPOSED: ~~October~~ November 24¹³, 20222023
For Consideration on December 11, 2023

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I. PREAMBLE

- A. The Select Board hereby adopts the following policy for utilization by the Town of Newcastle in the administration of the personnel activities of all employees, committee members, board members (including ~~selectmen~~ the Select Board) and volunteers. These rules and subsequent modifications shall supersede any policy and rules made previously by the Select Board. This policy may be modified by the Select Board at its discretion and may be further modified by town voters.
- B. The purpose of prescribing these rules and regulations is to set forth a uniform and equitable system of personnel administration for the Town of Newcastle, to promote more effective and efficient municipal operations on behalf of the citizenry, and to pursue positive employee morale.
- C. The Select Board may delete, amend, modify, or change any or all of the policy by posting the proposed change in a conspicuous place at the Newcastle Town Office and by ~~enclosing~~ emailing such a notice ~~with all employee paychecks~~ at least thirty (30) calendar days in advance of the meeting at which the Select Board propose to make modifications or changes. Changes may be made only with approval by a majority of the Select Board with all five (5) members present at the time of voting.
- D. A copy of this policy shall be provided to all employees upon the commencement of their employment and any amendment or revision of this policy shall be provided to all employees as amendments or revisions become effective.
- E. All employees will sign a receipt within one week of being given a copy of the policy, which receipt shall confirm that the employee has read the policy and has been given an opportunity to discuss with the Town Manager any portions of the policy which the employee feels needs clarification.

Commented [TM1]: Weekly paychecks at direct deposit.
Proposed changes are emailed instead?

II. —EMPLOYMENT

- A. The employment of personnel shall be the responsibility of the Town Manager.
- B. All applicants must submit a written and completed application form based on the format outlined in the job advertisement. ~~In the presence of a resume the applicant must fill out an application form if any information is missing from the resume.~~
- C. All employees are considered probationary for the first six (6) months of employment. The probationary period shall be considered an extension of the selection process. Probationary employees may be removed at any time during the probationary period without cause and without right to file a grievance.
- D. An applicant who has been convicted of a felony may be excluded from employment if the ~~Selectmen-Town Manager~~ determines that the applicant's conviction bears upon ~~his or her~~their ability to faithfully perform the proposed duties of the job.
- E. Hiring, firing, and disciplinary action, except for those positions precluded by Maine State Law, shall be the responsibility of, and at the discretion of, the Town Manager. The employee shall be notified of such action in writing.
- F. Employees shall be mindful of the fact that they are representatives of the Town of Newcastle and that their actions reflect on the public image of the Town as a whole. Employees shall always conduct themselves in a respectful and helpful manner and shall exhibit appropriate behavior during all communications and conduct with the public.

Commented [TM2]: A formal application form does not currently exist for Newcastle. I also find the extra effort of migrating a resume to a form that repeats the majority of the same information a deterrent. Given today's job market, each job openings application process should be reviewed and determined as part of the job ad / posting for what criteria potential candidates will need to provide.

III. EMPLOYMENT DISCRIMINATION

Policy: It is the policy of the Town to offer equal employment opportunities to all job applicants and employees. Appointments and promotions are based solely upon qualifications and experience and are free of consideration of race, color, religion, gender, age, marital status, national origin, or disability.

Procedure: Any complaints alleging unlawful discrimination shall be submitted in writing to the Town Manager who will arrange a meeting with the aggrieved party to discuss the matter. The meeting shall take place within five (5) business days from receipt of a written complaint. All information will be held in confidence and will be discussed only with those who have a need to know in order to either investigate or resolve the complaint.- The Town Manager shall have ten (10) business days from receipt of a written complaint to conduct an investigation and to attempt to resolve the matter to the satisfaction of the aggrieved party.

If the Town Manager is unable to resolve the matter to the satisfaction of the aggrieved party within ten (10) business days of receipt of the complaint, the aggrieved party may submit a copy of the written complaint to the Select Board. Such a submission shall be made within fifteen (15) business days of the original complaint to the Town Manager. If a complaint involves the conduct of the Town Manager, it may be submitted directly to the Select Board without first being submitted to the Town Manager.

The Select Board shall then have fifteen (15) business days from receipt of the written complaint to investigate and to issue a report, with its findings and recommendations, to the Town Manager. The Town Manager shall, within five (5) working days of the receipt of the report, notify the aggrieved party of the results of the investigation conducted by the Select Board.

IV. —TYPES OF APPOINTMENT

- A. FULL-TIME – A full-time employee works 35 to 40 hours per week on a continuing basis. ~~He or she~~They are subject to all personnel rules and regulations as set forth in this document and at the discretion of the Town Manager for the safety ~~of the employees of the~~and welfare of the town-Town and for the ~~welfare of the town-~~Employee in performing ~~town-Town~~ business. This classification shall be assigned at the discretion of the Town Manager. The employee receives all benefits and rights as provided by these rules.
- B. REGULAR PART-TIME – An employee in this classification works more than 20 hours per week but no more than 30 hours per week, ~~but~~ on a continuing basis. ~~He or she is~~They are subject to all personnel rules and regulations set forth in this document and at the discretion of the Town Manager for the safety and welfare of the Town and for the Employee in performing Town business. This classification shall only be assigned at the discretion of the Town Manager. The Town Manager will determine whether employees in this classification are entitled to benefits such as retirement, health insurance, or seniority, and unless outlined in this policy or mandated by the State Worker’s Compensation and Unemployment Compensation Insurance Laws.
- C. IRREGULAR PART-TIME – An employee in this classification works less than 20 hours a week on a continuing basis. ~~He or she is~~They are subject to all personnel rules and regulations set forth in this document and at the discretion of the Town Manager for the safety and welfare of the Town and for the Employee in performing Town business. This classification shall only be assigned at the discretion of the Town Manager. They are not entitled to benefits such as retirement, health insurance, or seniority, and unless outlined in this policy or mandated by the State Worker’s Compensation and Unemployment Compensation Insurance Laws.
- D. TEMPORARY EMPLOYEES – Seasonal/temporary employees work on a non-permanent basis, usually within a limited time frame; seasonal employees work in an industry designated by the State of Maine as a seasonal industry. The employee is terminated at the end of the applicable season. They are not entitled to benefits such as retirement, health insurance, holiday pay, Earned Paid Leave, or seniority, unless mandated by the State Worker’s Compensation and Unemployment Compensation Insurance Laws. They may be terminated for any reason at any time. This classification may be assigned at the discretion of the Town Manager.

E. OTHER EMPLOYEES – All committee members, board members, volunteers, those working on stipend pay, and those paid from fees collected by the Town of Newcastle are employees as well.

V. ANNOUNCEMENT OF VACANCIES

Recruitment notices shall be prepared setting forth a basic description of the position, minimum qualification requirements or education, skill, and experience preference, application steps to follow, and closing date for submitting application materials. Such notices shall affirm the Town of Newcastle as an Equal Opportunity Employer. Such notice shall first post on bulletin boards in each town work site. Supervisors shall be aware of promotion-ready employees and shall encourage application where appropriate. Notice may be given outside the town office, if necessary, to develop a broad base of applicants. The use of such various media or publicity may be expected to bring notice of vacancies to an adequate number of qualified applicants. ~~The media may include, but are not limited to, newspapers and professional journals.~~

Commented [TM3]: This is a very dated statement

VI. PUBLIC AND EMPLOYEE RELATIONS

- A. Town employees are public servants, ~~and the r~~Residents; and the general public must be treated with courtesy, kindness and consideration. Every employee should remember that ~~he or she~~they might be the only contact a resident has with ~~his or her~~their local government. The impression that the employee makes will be long lasting and possibly determine how the resident feels about the local government. Failure of an employee to act with reasonable courtesy may result in disciplinary action or termination depending on the severity of the incident. Employees are expected to practice a high level of personal hygiene, dress neatly, and conduct themselves in a professional manner.
- B. Employees are prohibited from engaging in any conduct, which could reflect unfavorably upon the ~~town-Town~~ or disrupt the efficient operation of ~~town-Town administration~~Administration. Town employees must avoid any action which might result in, or create the impression of, using public employment for private gain, giving preferential treatment to any person, or allowing complete impartiality in conducting town business.
- C. Cooperation, courtesy, and responsibility shall extend to relations between all employees of the Town and ~~to~~ the Public.
- D. The following policies and regulations are provided to assist the employees and Town Administration in functioning at peak efficiency with minimal cost to the taxpayers:
1. Receipt of gifts: A Town employee is prohibited from soliciting or accepting any gifts, gratuity, favor, entertainment, loans or any other item of monetary value from any person, within or outside Town employment, whose interest may be affected by the employee's performance or nonperformance of his or her official duties. Acceptance of nominal gifts, such as food and refreshments in the ordinary course of business meetings or unsolicited advertising or promotion materials such as pens, note pads, calendars, etc., ~~is~~is permitted.
 2. Business Activities and Solicitations: No employee shall engage in any business other than ~~his/her~~their regular duties during work hours, except for reciprocal notary services.
 3. Confidentiality: Many ~~town-Town~~ employees have access to confidential information pertaining to persons or property in the town. Employees must not use this privileged information to their private advantage or to provide friends or acquaintances with private advantages. Each employee is charged with the responsibility of releasing only information, which is allowed under Maine's Right to Know Law (1 MRS §401-410).

VII. WORK WEEK/OVERTIME

- A. Work Week: The regular work week for payroll purposes begins on Sunday and ends Saturday at midnight. The Town Manager shall set the hours for the Town employees.
- B. Overtime and Compensatory Time: Employees not exempt from the Fair Labor Standards Act shall receive overtime pay in excess of forty (40) hours worked per week. Work means that there were no holidays or vacation time in that week. All overtime shall be paid at the rate of one- and one-half times the employee's normal rate of pay. At the discretion of the Town Manager, overtime may be compensated with Compensatory Time for hours worked beyond forty (40) in a work week at a rate of not less than one and one-half hours for each hour worked for which overtime compensation is required. Such compensatory time shall be granted on a time and a half basis for hours worked beyond forty (40) in one week after any holiday and vacation time. Compensatory time, which may be accrued by any non-exempt employee, shall not exceed a balance greater than 40 hours (i.e., not more than 26.67 of actual overtime hours worked). An employee who has accrued the maximum number of compensatory hours shall be paid overtime compensation for any additional overtime hours worked. An employee shall be permitted to use accrued compensatory time within a reasonable period after it is requested if to do so would not unduly disrupt the operations of the department. Compensatory time will not accrue until after 40 hours have been worked. The Town Manager may adjust work schedules to minimize the need to pay overtime as permitted by the Act. All overtime work must be authorized by an appropriate supervisor or by the Town Manager. The Town further reserves the right to assign employees to use accrued compensatory time if the Town deems it in the Town's best interests. Payment for accrued compensatory time upon termination of employment shall be calculated at the employee's regular rate of pay at the time of termination or separation.
- C. Inclement Weather: Employees will be paid Holiday pay for workdays when the office is closed due to inclement weather. When a workday is abbreviated due to inclement weather, the employee will be paid for the remainder of their regularly scheduled workday. The Town Manager shall determine when inclement weather warrants closing the office and inform the Select Board and the general public. Upon prior approval by the Town Manager, employees may use Earned Paid Leave if the office remains open in spite of inclement weather.

VIII. ~~–~~EARNED PAID LEAVE

Eligibility:

Full-Time and eligible Regular ~~Part-Part-~~Time employees are eligible to accrue Earned Paid Leave (~~“EPL”~~) upon employment. EPL is utilized for any short term paid leave including vacations or illnesses. Regular ~~Part-~~Time employees must earn more than \$1,000 annually to be eligible for EPL.

Accrual:

EPL is accrued based on the number of paid hours up to 40 hours per week (exclusive of overtime or other special payment). EPL is also accrued during leaves of absence with pay but is not accrued during leaves of absence without pay. The EPL accrual rate increases with the employee’s length of continuous service.

Full-Time Accrual

Year One – 144 Hours (2.772 hours per week) (.0693 per hour)

~~Start of~~ Years Two (2) through Ten (10) – 176 Hours (3.384 hours per week) (.0846 per hour)

~~Start of~~ Years Eleven (11) through Twenty (20) – 225 Hours (4.328 hours per week) (.1082 per hour)

~~Start of Over~~ Twenty (~~2021~~) years – 272 Hours (5.232 hours per week) (.1308 per hour)

If a separated full-time employee who previously met the eligibility period returns to full-time work within six (6) months, the employee will not have to repeat the two-month eligibility period and prior eligible service will count toward years of continuous service. EPL accrual upon re-hire shall be at the same accrual rate as in effect upon separation from employment. Separations include voluntary resignations and changes to per diem status.

Regular ~~Part-Time~~ Accrual

Eligible employees shall accrue 1 hour of EPL for every 40 hours worked. Such accrual shall be recorded following the submission of each time sheet. Eligible employees, as determined by the Town Manager to be eligible for greater accrual rates of EPL, shall follow the rules of Full-Time employees listed above.

Irregular ~~Part-Part-~~Time Accrual

Eligible employees shall accrue 1 hour of EPL for every 40 hours worked. Such accrual shall be recorded following the submission of each time sheet. For fire fighters, the amount accrued shall be calculated on the submission of pay at the first payroll warrants in June and December.

Approval:

The use of EPL must be approved by the Town Manager in writing by submitting a written leave request form. Every reasonable effort will be made to grant EPL as requested. However, department staffing needs must be given priority. Requests for EPL are to be made to the Town Manager with reasonable notice of two weeks prior to EPL usage, though emergencies, illnesses, and other sudden necessities may prevent ample opportunity for notice.

For Full Time employees, EPL may be advanced up to the amount that would be accrued in that employment year. Any Earned Paid Leave advanced, if not eventually accrued because of termination or separation, shall be refunded either by a reduction in the employee's final paycheck, or, if necessary, in a payment from the terminated or separated employee to the Town.

Maximum Accrual:

A Full-Time employee may accrue up to a maximum of 400 hours of EPL. An eligible Regular Part-Time employee may accrue up to a maximum of 40 hours of EPL. No time shall be accrued beyond the maximum hours allotted respectively.

Managing Your EPL:

Accumulated EPL can provide some insurance against loss of income during an illness or other emergency. Employees are encouraged to retain an adequate amount of EPL to help protect against such a loss. It is each employee's responsibility to manage their EPL properly, ensuring that EPL is available for the unforeseen illness/emergency, and at the same time, avoid exceeding the maximum accrual. During each year of service, the Town of Newcastle encourages employees to take time off from the job for rest and relaxation.

Payment in Lieu of Time Off:

On an annual basis, the Town Manager may approve "EPL cash out." Employees must announce the amount they wish to cash out by June 30th and cash out payments will be issued the first payday in July. No EPL will be accrued on EPL cash out. Full Time employees may cash out a portion of their EPL balance in 40-hour increments but must maintain a minimum of 100 hours of EPL. Eligible Regular Part Time employees may cash out the entirety of their EPL balance.

Departure:

In the event an employee has ended their employment with the Town of Newcastle, the balance of the employee's EPL shall be paid within 14 days of the employee's final day of work.

Usage:

Following two months of eligible employment employees will be eligible to utilize EPL and EPL must be used to cover all leaves of absence, (unless specifically stated otherwise); bringing the employee's paid hours up to their regular scheduled hours. EPL cannot be used as paid time in excess of the employee's regular scheduled work.

EPL may not be utilized during the first two months of eligibility except for emergencies or illness documented by a medical note from the employee's health care provider. Deaths not covered under the Town of Newcastle bereavement policy are eligible for EPL, if EPL is available.

Holidays:

Holiday pay is granted only to Full-Time employees and is based upon the average hours worked on that given workday. Paid holidays include:

- | | | |
|------------------|----------------------------|-------------------------|
| New Year's Day | Martin Luther King Jr. Day | Presidents Day |
| Patriots Day | Memorial Day | Juneteenth |
| Independence Day | Labor Day | Indigenous People's Day |
| Veteran's Day | Thanksgiving Day | Day after Thanksgiving |
| Christmas Eve | | |
| Christmas Day | | |

Holidays are scheduled according to the calendar established annually by the Maine Department of Administrative and Financial Services.

IX. —LEAVE/LEAVES OF ABSENCE

- A. Bereavement Leave: A Full-Time employee may be excused from work for up to five (5) work days for the death of an immediate family member, as outlined below, and shall be paid ~~his or her~~their regular rate of pay for the scheduled work hours missed. In the event of the death of an employee's spouse, registered domestic partner, child, or parent, the employee shall, upon request, be granted five (5) additional days of paid bereavement leave. Additional leave may be granted by the employer's supervisor but will be unpaid or will be paid through the utilization of EPL.
- B. For purposes of this article only, immediate family is defined to mean spouse, registered domestic partner, child, parents, ~~child, brothers, sisters~~sibling, ~~mother~~parent-in-law, ~~father-in-law, grandfather,~~ grandparent, ~~mother~~ and grandchild.
- C. Leave without pay: An employee may be granted a leave of absence without pay at the discretion of the Town Manager. Employees who are granted a leave of absence may not accumulate EPL time.

However, it is the employee's responsibility to manage their EPL, according to their needs. ~~Employees may not use EPL before it is accrued; therefore, no advance time will be granted.~~ Time off without pay is strongly discouraged, and should be an extreme exception. EPL not managed properly that results in one or more instances of time off without pay may result in disciplinary action

From time to time, it may be necessary for an employee to be unexpectedly absent from work. The Town is aware that emergencies, illnesses, or pressing personal business may arise that cannot be scheduled outside an employee's work hours. The Town encourages employees who are sick to stay home and not report to work. If a staff member reports to work and is clearly sick, they may be sent home by the supervisor and the appropriate amount of EPL will be deducted from their EPL balance.

When an employee is not able to work due to illness, the employee must, when possible, inform the Town Manager at least 30 minutes prior to the start time for that day. After three days of failing to call in, the Town may assume the employee has resigned from their position and the Town will begin termination proceedings.

Commented [TM4]: This contradicts section VIII. Earned Paid Leave. Under the second paragraph of the section on Approval.

For any illness extending continuously for three consecutive work days, the Town may ask the employee to obtain a doctor's certification to confirm the illness and the need for the employee to be out of work, and the anticipated date of the return to work.

Unplanned absences may be considered excessive if they occur frequently or if they show a pattern. ~~Be aware that an~~ An unauthorized absence may lead to disciplinary action and possible termination of employment.

D. Family Medical Leave: An employee who has been employed for 12 consecutive months and has worked 1,250 hours during that period is entitled to a total of twelve (12) weeks of family medical leave in any twelve (12) month period. Leave shall be unpaid unless the employee has accumulated vacation or paid time off to apply to the leave request. The employee must give at least thirty (30) days' notice of intended date upon which family medical leave will commence and terminate, unless prevented by medical emergency from giving such notice. The employee is entitled to be restored to the position held by the employee when the leave began or an equivalent position with equivalent pay and benefits.

1. Leave may be consecutive, intermittent, or on reduced hourly schedule if the employee and the ~~town~~ Town agree or if medically necessary. This leave may be requested and must be granted for the birth of a child, adoption of a child, placement of a foster child, or for serious illness of the employee, their spouse or domestic partner, ~~his or her spouse, child, or parent, or domestic partner~~. Serious illness is defined to include an accident, illness, or condition posing imminent danger of death, transplant, limb amputation, or other similarly severe procedure and/or mental or physical condition requiring constant in home care. The Town shall require medical certification of the need for leave, and written approval from the physician before returning to work.

E. Leave for Victims of Domestic Violence: In accordance with Maine Law, the Town will grant employees a reasonable and necessary amount of time off from work without pay if the employee is a victim of domestic violence, domestic assault, sexual assault, or stalking, and the employee requires time to:

1. Prepare for or attend court proceedings,
2. Receive medical treatment, or
3. Obtain necessary services to remedy a crisis caused by domestic violence, sexual assault, or stalking.

4- Employees must request the leave as soon as circumstances make it clear that time off is necessary. Approval of leave will be dependent upon (a) whether the absence will create an undue hardship for the Town, (b) whether the employee requested leave within a reasonable time, and (c) whether the requested leave is impractical, unreasonable or unnecessary given the facts made available to the Town at the time of the request.

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5- If the employee's leave is approved, the employee will be required to first use any accrued EPL before taking unpaid leave. EPL does not accrue during leave and holidays are not paid while on leave. However, employees may be allowed to continue fringe benefits, such as health and dental insurance, at the employee's own expense. Employees will not be discriminated against for taking or asking for leave.

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F. Parental Leave: A regular full-time employee who has completed at least one full year of employment with the Town will be granted an additional four (4) weeks of paid time upon the birth or adoption of their child. This can be used in addition to unpaid Family Medical Leave and short-term disability coverage approved for the same reason. Such time shall also be in addition to the employee's current EPL balance. Parental Leave expires 12 months after the date of birth or placement.

X. HEALTH INSURANCE

A. Eligibility: Only Full-Time employees are eligible to receive health insurance coverage paid by the town.

B. Coverage: The Town utilizes the Maine Municipal Employee's Health Trust (MMEHT) to offer insurance coverage to its full-time employees. The MMEHT utilizes its financial reserves to stabilize rates for its members to remain a competitive choice for Maine municipalities. Employees may choose between MMEHT's POS-C ~~or~~ POS 200 ~~or PPO 500 plans~~.

Commented [TM5]: This plan is no longer available to the Town of Newcastle. (No employees are on it either)

C. Effective January 01, 2024, The Town of Newcastle will allow any employee who is eligible to enroll in the employer benefits the option of enrolling a domestic partner.*

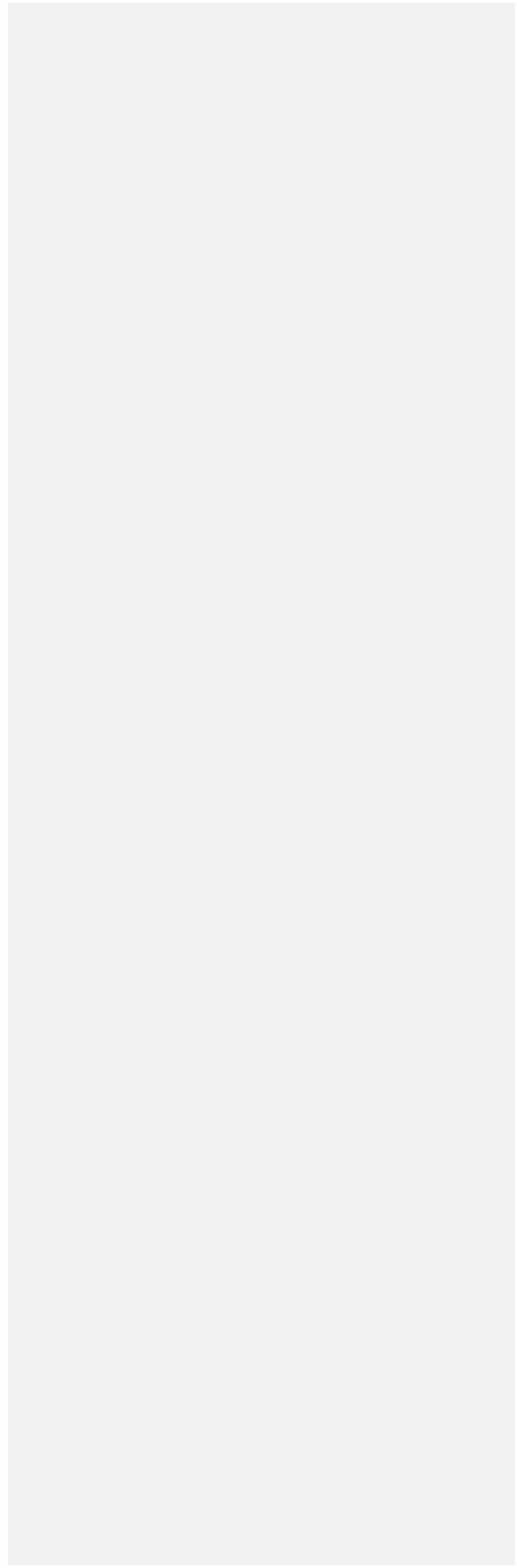
Any employee who wishes to add a domestic partner will be advised of the requirements set forth in the Domestic Partner Affidavit to add said partner. Furthermore, said employee has been advised there could be tax implications for adding a domestic partner.

The Domestic Partner of an Employee shall be:

- A "life partner of either the same sex or opposite sex of the employee;
- Not legally married or separated, to either the employee or anyone else;
- At least 18 years of age and mentally competent to consent to contract;
- Are each other's Domestic Partners and intend to remain so indefinitely;
- Have been each other's Domestic Partner for at least 12 months prior to the date of the signed Affidavit;
- Are not related by blood to a degree of closeness that would prohibit marriage in the State of Maine;
- Are jointly responsible for each other's common welfare; share financial obligations and share their primary residence.

~~B.D.~~ Cost: The town will pay ~~100% of the value of MMEHT's POS-C single plan or 85% of the family plan (when applicable)~~ toward ~~any either~~ of the Town sponsored plans above. All employees are responsible for premium costs which exceed the Town's contribution or any additional insurance coverage which is deducted from the employee's pay through the month prior to month covered.

~~C.E.~~ Opt Out: Employees who do not chose to accept the Town's sponsored coverage will receive a stipend in the amount of \$1,000 per year.



X.XI. INCOME PROTECTION

- A. Eligibility: Only Full-Time employees are eligible to receive short term disability coverage paid by the town. Other town employees are eligible to receive benefits, but the cost of the plan is the employee's responsibility.
- B. Coverage: The Town utilizes the Maine Municipal Employee's Health Trust (MMEHT) to offer insurance coverage to its employees. The MMEHT offers plans which provide income benefits to employees who are unable to work due to non-job-related accidents, injuries, or illnesses.
- C. Cost: The town will pay 100% of the value of MMEHT's income protection plan which covers 55% of the employee's salary. If an employee wishes to have a plan with further coverage, the cost difference will be the employee's responsibility. Employees may utilize any available EPL to further extend their coverage.

Commented [TM6]: Can this be covered with EPL to the extent an employee has enough EPL?

XI.XII. RETIREMENT

- A. Eligibility: Only Full-Time employees are eligible to receive retirement contributions paid by the town. Other town employees are eligible to participate in retirement accounts, but the contributions made to that account are employee's responsibility.
- B. Coverage: The Town utilizes Mission Square, formerly known as the International City Managers Association – RC (ICMA-RC) to fund employer contributions to their employees' retirement. ~~ICMA-RC~~Mission Square offers a variety of investment vehicles for employees to utilize to invest their retirement funds. The Town holds no obligation to assist in the decision-making process as to where and how an employee invests their funds within ~~ICMA-RC~~Mission Square.
- C. Cost: The town will fund a 401A account in the amount of 10% of the full-time employee's salary. The employee may choose to fund an additional amount into a 457-plan established in their name as well through a payroll deduction.

XIII. EXPENSES/JURY DUTY

- A. Expenses: Employees who use their own motor vehicle in the performance of their duties shall be reimbursed at the prevailing mileage rate established annually by the Internal Revenue Service. Other travel related expenses (tolls, parking, etc.) shall be reimbursed upon production of a receipt for said expenses, signed by the employee's immediate supervisor. Meals will be reimbursed at a rate not to exceed \$25 per meal, unless prior approval was obtained by the Town Manager.
- B. Jury Duty: The Town Manager must be notified as soon as an employee receives a summons for jury duty. Upon conclusion of jury service, a certificate from the Clerk of Court verifying the dates of service must be obtained. The Town shall pay an employee ~~his or her~~their normal pay. Remuneration received from the court must be turned over to the town; minus mileage reimbursement. The employee must report to work on days (or partial days) when service is not required by the court or when excused early.
- C. Court Subpoenas: The Town Manager must be notified as soon as an employee receives a summons to testify in court. Upon conclusion of service, a certificate from the Clerk of Court verifying the dates required must be obtained. The Town shall pay an employee ~~his or her~~their normal pay. The employee must report to work on days (or partial days) when service is not required by the court or when excused early.

XIV. SAFETY

Commented [TM7]: This section reads as an instruction manual, not as a policy...

General

The Town considers the health and safety of its employees to be essential to its mission and vital to the efficient operations of the Town. To accomplish this, the Town is committed to providing a safe workplace for its employees and to complying with all state and federal safety regulations.

Safety is a team effort. Accidents, which are generally caused by unsafe acts, unsafe conditions, or a combination of both, can have a direct effect on employees, customers and Town property. We recognize that the success of any accident prevention effort depends on the cooperation and active support of you, your co-workers, managers and supervisors.

The federal Occupational Safety and Health Administration (OSHA) has established mandatory safety guidelines for business and appropriate safety procedures have been instituted throughout the Town. Working safely and complying with such safety procedures is a condition of employment – required by our policies and by law. You are responsible for cooperating in the prevention of injuries to yourself and/or others by observing the following safety rules:

- a. Know your duties and perform them in the safest possible manner, following proper work methods.
- b. Understand and adhere to safety policies and procedures; comply with all Town safety requirements of any safety equipment and/or clothing.
- c. Avoid accidents by being alert to, identifying and correcting unsafe conditions and practices; keep premises free of safety hazards.
- d. The Town has invested in equipment that is designed to enable you to do your work more efficiently and effectively; you are responsible for the proper care and use of this equipment to maintain it in good operating condition.
- e. If you are operating a vehicle – your own or the Town’s – as part of your job duties, you are always expected to observe all traffic regulations and practice safe driving.
- f. Immediately report to your supervisor all identified hazards, unsafe conditions and/or practices, defective or malfunctioning equipment, and any illness, accident or discomfort experienced in the workplace.

Work-Related Accidents and Injuries

Any accident, minor or major, could result in personal suffering and an inability to perform your work well. While every effort is made to ensure that your working environment is as safe as possible, your alertness, cooperation and awareness of accident hazards are key. If you become aware of a hazard, it is your duty to let your supervisor know as soon as possible. Please exercise personal caution and good judgment in all your work. Your well-being and that of fellow employees and customers is everyone's responsibility.

A work-related accident or injury is one that occurs during the hours that you are at work and is directly caused by activities that you perform as part of your job. If you are injured while performing work-related duties, or experience a work-related illness, *you must report it to your supervisor immediately*, even if the injury is a seemingly minor one. Failure to promptly report an injury could affect your ability to obtain workers' compensation benefits later.

If medical attention is required, you will be sent to the Town's occupational health provider and will be asked to provide information regarding the circumstances of your injury or illness, including its nature and severity. When you must lose time from work as a result of your injury, you are expected to keep your supervisor informed, on a regular basis, of your recovery status and return-to-work plans. The Town will make every reasonable effort to accommodate your return to work as quickly as possible.

Fire and Emergency Procedures

While our facilities are maintained and as secure as possible against fire hazards, there may be occasions when a fire or other emergency will require prompt action, including evacuation of the building. Please speak with your supervisor about emergency procedures for your work area.

Security

The Town has instituted measures to safeguard your personal security, as well as Town facilities, products, and equipment. You are expected to follow all Town and department security procedures. Please speak with your supervisor regarding security procedures for your work area.

Use of Vehicles

Personal Vehicle: If you are required to use your personal vehicle for approved business purposes, you will receive a vehicle allowance equal to the current Town mileage reimbursement rate **which matches the federal mileage reimbursement rate**. This allowance is to compensate for the cost of gasoline, oil, depreciation, and insurance and is reimbursed to you upon submission of

the proper documentation. The mileage reimbursement is paid only for miles driven on Town business. In addition, you may claim reimbursement for parking fees and tolls actually incurred while on Town business. Your supervisor must approve all reimbursement claims before they are submitted to the Town Treasurer.

In order to use your own vehicle for approved business purposes, you must have a valid unrestricted license from the state in which you operate and a current vehicle inspection sticker. You must also provide proof of insurance; minimum required limits are \$100,000/\$300,000 bodily injury and \$20,000 property damage.

Town-Owned Vehicles: You may have a Town vehicle assigned to you for regular, temporary, or occasional use. If you are assigned a Town vehicle, you are completely responsible for its care, safe operation, and appropriate use. You are expected to obey all federal, state, and local traffic laws and Town policies, and to ~~demonstrate safe and courteous driving habits at all times~~ always demonstrate safe and courteous driving habits. The following rules pertain to the use of Town-owned vehicles:

- a. Vehicles assigned for use during normal working hours only are to be garaged at Town designated facilities overnight. Vehicles assigned to you for your continuing use may, with supervisory permission, be stored at locations other than Town facilities. Managers are responsible for the custody of vehicles assigned to their departments.
- b. Non-employees are permitted to ride in Town vehicles for business-related reasons or in emergency situations but are not permitted to drive Town vehicles. At no time may a Town vehicle be used by anyone other than you or loaned to anyone, including your family members.
- c. Except as expressly authorized by management, Town vehicles – including cars, trucks and plows – are not to be borrowed, used for personal use, or used to transport non-employees in situations unrelated to Town business.
- d. If personal use of a Town vehicle is authorized, accurate records must be maintained regarding business-use mileage and personal-use mileage for tax reporting purposes. Personal use of a Town vehicle may be treated as a taxable benefit to you under IRS guidelines.
- e. You are always expected to use good judgment and common sense when using Town vehicles. This includes using fuel conservation techniques (i.e., shutting off engines when vehicles are left unattended), observing speed limits, and using ~~ear/eeH~~

~~phones~~hands free cell phone devices in a safe manner (e.g., be aware of traffic around you and don't use phones in heavy traffic; the best course of action is to pull out of traffic while using). It is always required that seat belts be used in all Town-owned vehicles, whether you are a driver or passenger.

- f. You are responsible for paying any fines associated with parking, speeding, or other traffic violation tickets that are issued while the vehicle is assigned to you. Because your driving record and accident history have a direct impact on insurance coverage costs paid by the Town, repeated traffic violations or motor vehicle accidents will result in loss of vehicle privileges and may be cause for disciplinary action. The Town may conduct driver license and/or driving record checks annually or if need arises.

XV. POLITICAL ACTIVITY

While performing their normal work duties, employees shall not seek or accept nomination or election to any office in the Town government and shall not use their influence publicly in any way for or against any candidate for elective office or any current cause within the town government. This rule is not to be construed to prevent employees from becoming or continuing to be members of any political organization, from attending political meetings, from expressing their views on political matters outside of the work-are, or from voting with complete freedom in any election.

Failure to abide by this rule shall result in disciplinary action.

Commented [TM8]: We currently have a Select Board member who also serves the town as an 'other employee' in the capacity as a fire fighter. How has this been addressed?

XVI. HARASSMENT

Policy:

It is the policy of the Town that all our employees should be able to work in an environment free from all forms of harassment. Harassment, as defined by this policy, is prohibited. This policy refers not only to supervisor-subordinate actions, but also to actions between co-workers. Any complaints of harassment will be investigated promptly. There will be no intimidation, discrimination or retaliation against any employee who makes a report of harassment.

Sexual Harassment:

It is illegal for any employee to sexually harass another employee and for any supervisory employee to permit any act of sexual harassment in the workplace by anyone.

DEFINITION OF SEXUAL HARASSMENT UNDER STATE LAW

Unwelcome sexual advances, requests for sexual favors, and other verbal or physical conduct of a sexual nature constitute sexual harassment when:

- a. Submission to such conduct is made either explicitly or implicitly a term or condition of an individual's employment;
- b. Submission to or rejection of such conduct by an individual is used as the basis for employment decisions affecting such individual; or
- c. Such conduct has the purpose or effect of substantially interfering with an individual's work performance or creating an intimidating, hostile, or offensive working environment.

DESCRIPTION OF SEXUAL HARASSMENT

The following type of conduct is considered to be sexual harassment and is not permitted:

- a. Physical assaults of a sexual nature such as:
 - (1) Rape, sexual battery, molestation, or attempts to commit these assaults; and

- (2) Intentional physical conduct which is sexual in nature, such as touching, pinching, patting, grabbing, brushing against another employee's body, or ~~poling~~ prodding another employee's body.
- b. Unwanted sexual advances, propositions or other sexual comments, such as:
- (1) Sexually oriented gestures, noises, remarks, jokes, or comments about a person's sexuality or sexual experience directed at or made in the presence of any employee who indicates or has indicated in any way that such conduct in ~~his or her~~ their presence is unwelcome.
 - (2) Preferential treatment or promise of preferential treatment to an employee for submitting to sexual conduct, including soliciting or attempting to solicit any employee to engage in sexual activity for compensation or reward; and
 - (3) Subjecting, or threats of subjecting, an employee to unwelcome sexual attention or conduct or intentionally making performance of that employee's job more difficult because of that employee's sex.
- c. Sexual or discriminatory displays or publications anywhere ~~in the company on~~ municipal grounds by employees, such as:
- (1) Displaying pictures, posters, calendars, graffiti, objects, promotional materials, reading materials, or other materials that are sexually suggestive, sexually demeaning, or pornographic, or bringing into the work environment or possessing any such material to read, display or view at work.
 - (2) Reading or otherwise publicizing in the work environment materials that are in any way sexually revealing, sexually suggestive, sexually demeaning, or pornographic; and
 - (3) Displaying signs or other materials purporting to segregate an employee by sex in any area of the workplace (other than restrooms and similar semi-private lockers/changing rooms).

Commented [TM9]: I didn't know what poling was. From what I could gather, it's a reference to moving a boat? Like a gondola? So I think replacing with prodding makes more sense and is probably better understood by anyone who reads this document.

Other Types of Harassment:

Derogatory or vulgar comments regarding a person's sex, religion, age, ethnic origins, physical appearance, or the distribution of written or graphic material having such an effect, are prohibited.

Reporting of Harassment:

Any employee who believes ~~he/she/they has/have~~ been the subject of such harassment should report the alleged conduct to a supervisor or ~~other appropriate Town official, the Department Head or other appropriate manager~~the Town Manager. Any supervisor or employee who is found, after appropriate investigation, to have engaged in any harassment will be subject to discipline, up to and including discharge.

Training:

All employees must attend a Harassment/Sexual Harassment training course by an authorized instructor.

Commented [TM10]: Not sure this has been done anytime recently. Also, its not clear to me what an authorized instructor is. Maybe modify to include online training? Provide a specific link. I need to do a little more research on proposed modified language.

XVII. DRUGS, ALCOHOL & SMOKING

- A. Smoking of electronic cigarettes, vape pens, cigarettes, cigars, pipes, or other objects giving off smoke and including the use of smokeless tobacco products in or on any Town-owned building, vehicles, or other structure or property under the control of the Town, is prohibited. Smoking outside will be in designated areas only, a minimum of 20' from doors, windows, vents, or openings to the building, per M.R.S.A. Title 22 § 1541-1545.
- B. Drugs and alcohol. It is the policy of the Town of Newcastle to prohibit the use of or for any employee to be under the influence of any illicit drugs or alcohol while performing any work associated with any Town government function of any sort. Use of illicit drugs or alcohol during the course of one's duties, or the impaired performance of one's duties by reason of having engaged in the use of illicit drugs or alcohol prior to commencing work shall result in disciplinary action.

Commented [TM11]: We aren't a smoke free campus?

XVIII. RESIGNATION

To remain in good standing upon departure with the Town of Newcastle. All employees resigning from Town employment will give a written two-week notice.

Commented [TM12]: Or what?

XIX. DISCIPLINARY ACTION

Introduction:

Whenever, in the supervisor's judgment, an employee's performance, attitude, work habits, or personal conduct at any time falls below an acceptable level, the supervisor will inform the employee promptly and specifically of such lapses and give counsel and assistance. If appropriate and justified, a reasonable period of time for improvement may be allowed before initiating disciplinary action. In some instances, a specific incident in and of itself may justify severe disciplinary action, up to and including immediate discharge. ~~the~~ The action to be taken depends on the seriousness of the incident and of the employee's past performance and conduct. Supervisors/department heads shall report any disciplinary action taken to the Town Manager within 48 hours of the incident which prompted the disciplinary action. This time limit excludes Saturdays, Sundays and holidays.

Appeal:

An employee who feels that ~~she~~ they has been treated unfairly shall have access to the grievance procedure as outlined in these rules and regulations.

Alcohol and Drug Abuse:

- a. Policy: It is the policy of the Town to recognize alcohol and drug abuse as a treatable disease. However, it is not the intent of the Town to accept below standard performance nor to restrict supervisors in dealing with performance problems.
- b. Whenever appropriate, the Town shall refer employees to appropriate agencies and organizations to seek treatment. However, the possession, sale, or use of illegal drugs on the employer's premises is strictly prohibited and is grounds for immediate dismissal. The use of alcohol on premises is also prohibited, and is grounds for dismissal, except at Town sanctioned events (i.e., receptions, etc.)

Commented [TM13]: This should be more explicit in XVII

Commented [TM14]: Policy in a. above suggests that dismissal is not the end all to address this.

Unacceptable Conduct:

Disciplinary action, up to and including immediate dismissal, may result from performance, attitude, work habits, or personal conduct that falls below an acceptable level. Unacceptable conduct includes, but is not limited to, the following:

- a. Insubordination: refusal to comply with the proper order of an authorized supervisor.

- b. Theft or destruction: stealing, misappropriation of Town funds; or carelessly or willfully causing destruction of Town property.
- c. Intoxication or Disgraceful Conduct: conduct under the influence of intoxicants while on duty whenever behavior threatens order, safety, health, or public respect for the Town service and when such conduct is solely the fault of the employee.
- d. Discourtesy: discourtesy to the public, supervisors or co-workers while on the job.
- e. Poor Attendance: habitual tardiness, excessive absence, abuse of sick leave, or absence without authorized leave.
- f. Acceptance of monetary fees: acceptance of money or other valuable consideration given with the intent of influencing the employee in the performance of ~~his/her~~their official duties.
- g. Improper use of authority: use of official position or authority for personal profit or advantage.
- h. Falsification of Records: including, but not limited to falsification of application papers.
- i. Poor Job Performance: evidence of continued unsound judgment in performing official duties or failure to comply with the adopted policies and procedures of the Town.
- j. Sale of Goods or Services to the Town: Any attempt to sell materials, goods, services, etc., to the Town in which a Town employee may receive financial gain or remuneration.
- k. Criminal Activity: conviction for any criminal activity may be cause for termination of employment.

Reprimands, Suspensions, Discharge:

Disciplinary action may include, but is not limited to, some or all of the following. If appropriate and justified, a reasonable period of time for improvement may be allowed before initiating any disciplinary action. In general, three warnings will be given before suspension or termination. In some instances, however, a specific incident in and of itself may justify severe disciplinary action, up to and including immediate discharge; ~~the~~The action to be taken depends on the seriousness of the incident and of the employee's past performance and conduct.

- a. Oral Reprimand is defined as a verbal notice to an employee that ~~his or her~~their behavior or performance must be improved or corrected. An oral reprimand may be given by the immediate supervisor and should define the improvement or corrective action required. The supervisor should inform the employee that failure to comply with the oral warning will result in more serious action. Supervisors shall record the date and the subject of the oral reprimand, and this record shall be placed in the employee's personnel file.
- b. Written Reprimand is defined as a written notice to an employee that ~~his or her~~their performance or behavior must be improved or corrected. Such notice may be given by an immediate supervisor and shall contain a statement of the cause for the action, improvement or corrective action required of the employee, time frames for such action, and possible results of the employee's failure to comply. Written reprimands shall be placed in the employee's personnel file. An employee receiving a written reprimand may respond to the action and a copy of the response shall be attached to the reprimand.
- c. Suspension is defined as the temporary removal of an employee from duty without pay. An employee on suspension will not receive holiday pay nor accumulate sick time and personal time. Suspension should be used when all other means have been tried without success and it is believed that suspension will bring about the required improvement in the employee's behavior or performance, or when the cause is sufficiently serious to warrant such action. The decision to suspend an employee shall be the responsibility of the Town Manager.
- d. Discharge is defined as the removal of an employee from Town service. Discharge will be used when all other means of improving the employee's behavior have failed, or when the nature of the misconduct warrants this action. The decision to discharge an employee shall be the responsibility of the Town Manager.

XX. GRIEVANCE PROCEDURE

Policy:

A grievance is a dispute between any employee and the Town concerning the interpretation or application of the terms of employment. Excluded from consideration as a grievance are those matters pertaining to management's judgments of qualifications and/or performance relating to hiring or promotion of personnel, and compensation adjustments, except that regular employees may appeal performance evaluations.

Procedures: All Personnel

1. Any employee who perceives a grievance as defined, shall, within ten (10) working days submit a written statement / email setting forth the specific nature and details of the grievance such grievance in writing to his/her/their supervisor, who shall attempt to resolve the matter within five (5) working days thereafter. Proceed to Step 2 if neither a nor b below apply:
 - a. If the employee does not have a supervisor or if the grievance involves the conduct of the employee's supervisor, the grievance shall be submitted directly to the Town Manager (proceed to Step 3).his/her Department Head.
 - b. If the grievance involves the conduct of the Town Manager, the grievance shall be submitted directly to the Select Board Chair via email (proceed to Step 5).

- ~~2.~~ In the event ~~that~~ the matter is not thereby resolved, the employee may within five (5) working days following the supervisor's decision, or failure to act, bring the grievance in writing to the attention of the ~~Department Head~~Town Manager. ~~The Department Head shall have five (5) working days to consider the matter and render a decision. That decision shall be in writing. If the grievance involves the conduct of the employee's Department Head, the grievance shall be submitted directly to the Town Manager.~~

3. ~~If the matter is still not resolved to the satisfaction of the employee, the employee may, within five (5) working days, bring the matter to the attention of the Town Manager for his consideration by submitting a written statement setting forth the specific nature and details of the grievance.~~ The Town Manager shall schedule a date to hear the grievance of the employee which shall be not less than five (5) nor more than ten (10) working days from receipt of the written statement. The Town Manager shall have five (5) working days thereafter in which to consider the matter and render a decision in writing.

2.4. The employee may ~~which may be appealed~~ appeal the decision of the Town Manager to the Select Board within five (5) working days ~~by submitting an email request to the Chair of the Select Board and the Town Manager.~~

5. In the event that the Select Board does not make a decision within thirty (30) days from ~~the date of correspondence with the Chair of the Select Board (as outlined in Step 1a or step 4 above)~~ and including the date on which the grievance, the unresolved issue shall be submitted to Arbitration, as provided by the Municipal Public Employees Labor Relations Law. Expenses of Grievance Procedures and Arbitration, if any, shall be divided equally between the Town and the employee. Each party shall be responsible for their own legal fees.

XXI. SELECT BOARD

The Select Board shall deal with administrative services solely through the Town Manager and will not give orders to any subordinate of the Town Manager either publicly or privately.

This does not prevent Select Board members from appointing committees or commissions of its own members or of citizens to conduct investigations into the conduct of any official or department, or any matter relating to the welfare of the Town.

XXII. CONFLICT OF INTEREST

Section 1. Statement of Policy

It is the Policy of the Town of Newcastle that the proper operation of democratic government requires that public officials be independent, impartial, and responsible to the citizens, that public office not be used for personal gain, and that the public have confidence in the integrity of its municipal government.

The purpose and intent of this article is to promote the objective of protecting the integrity of the government of the Town of Newcastle against actual or reasonably perceived conflicts of interest, either financial or because of a personal relationship, without creating unnecessary barriers to Public Service.

Section 2. Definitions

A. Personal Relationship

The term “personal relationship” means any family, affectional, or social relationship that is characterized by one or more of the following:

1. Persons who are ~~husband and wifespouses~~, or parent and child
2. Persons who share a physical intimacy with each other
3. Persons who acknowledge an ongoing romantic relationship with each other
4. Persons who live together in the same residence
5. Persons who intermingle their financial assets without an accounting of separate ownership interests
6. Financial involvement

B. Financial Involvement

The term financial involvement means any existing (or current efforts toward achieving) ownership or investment interest, contract right, significant customer relationship, or employment relationship, or with a public official or a person with whom the public official has a personal relationship.

Section 3. Standard of Conduct

A public official shall refrain from participation as an official in a matter when there is an actual, potential, or reasonably perceived conflict of interest arising from a personal relationship or

financial involvement that would cause a reasonable person to believe that the public official cannot act in ~~his or her~~ their official capacity without self-interest.

Section 4. Applicability of Conflict of Interest Guidelines

When a ~~Selectman~~ Select person, Board member, Town Manager, or other Town official or employee has a doubt as to the applicability of a provision of this guideline to a particular situation, ~~s/he~~ they should apply to the Select Board for an advisory opinion and be guided by that opinion.

The Select Board, Board member, Town Manager, or other official or employee shall have the opportunity to present ~~his/her~~ their interpretation of the facts at issue and of the applicable provision(s) of the guideline before such advisory decision is made.

Section 5. Select Board

No member of the Select Board, or a firm in which ~~he or she~~ they exercises control during ~~his or her~~ their term of office, shall be allowed to contract with the town to supply any goods or services unless they are procured by a competitive process in which the ~~selectmen~~ person with a conflict of interest has not participated as an official.

It shall be the responsibility of the ~~selectmen~~ Select Board to assure the public that a ~~select person~~ man having a direct or indirect relationship that could be construed as a conflict of interest has recused ~~him or herself~~ themselves from all participation concerning the service to be rendered.

The action shall be recorded in the minutes of the Select Board.

Should any member of the Select Board seek the opportunity to acquire contractual work for the ~~town~~ Town, ~~he or she~~ they shall give notice of such interest to the remaining ~~select~~ Select Board ~~men~~. This notice shall be placed on the agenda of a regular meeting of the Select Board before bids are advertised for the contractual service. The remaining Select Board ~~selectmen~~ shall determine the appropriateness of the proposed participation by a member of the Select Board. The action shall be recorded in the official minutes of the meeting.

Section 6. Other Officials and Employees

Any ~~town~~ official or ~~town~~ employee of the Town, other than members of the Select Board, who has a personal relationship with anyone in any contractual relationship with the Town or who has a financial interest, directly or indirectly, in any contractual relationship with the ~~town~~ Town, or

in the sale to the ~~town~~ Town of any land, material, supplies, or services, or who is contractor supplying the ~~town~~ Town with any services or materials shall make known ~~his or her~~ their specific interests to the Select Board in writing before proceeding to deliver the services.

Further, the town official or employee shall refrain from voting upon or otherwise participating in any decisions regarding the sale of any contractual services to the Town.

An official or employee of the Town shall be deemed to have direct or indirect financial interest under this section when that person has any financial interest in any business retained by the Town to perform a service, or has a personal relationship with an officer, director, partner, associate, employee, or stockholder for a private corporation business, or other economic entity to which this section relates.

Section 7. Outside Employment

Full-time employment with the Town is considered an individual's primary employment. An employee may not engage in additional employment which in any manner interferes with the proper and effective performance of the duties of ~~his/her~~ their position or results in a conflict of interest. Notification of all outside employment shall be provided to the ~~Department Head and to the~~ Town Manager.

Section 8. Use of Town Property

Town-owned vehicles, materials, facilities, or equipment, including shops and tools, shall not be used by ~~t~~ Town employees or their families for any personal or private use without the express consent of the Town Manager ~~and the employee's Department Head~~. All facilities and equipment are provided by the public and should be used only for public uses.

Section 9. Gifts and Favors

No Board member or other official or employee shall accept any valuable gifts that total more than \$200.00 per fiscal year, whether in the form of service, loan, thing, or promise, from any person, firm, or corporation which, to ~~his/her~~ their knowledge is interested directly or indirectly in any manner whatsoever in business dealing with the Town. Nor shall any such official or employee accept any single gift greater than \$100.00 or any other favor or thing of value that may tend to influence ~~them/him/her~~ in the discharge of ~~his/her~~ their duties. Police officers are governed by the law enforcement code of ethics and may not accept any gifts at all.

Section 10. Employment of Family Members

The spouses and children of the Town Manager or a member of the Select Board may not be employed by the Town, with the exception of employment by the School Department. The spouse or child of any Department Head may not be gainfully employed in ~~his or her~~their department.

Section 11. Representing Private Interests Before Town Agencies or Courts

No Board member or other official or employee whose salary is paid in whole or in part by the Town shall appear in behalf of private interests before any agency of the Town. ~~S/he~~They shall not represent private interests in any action or proceeding against the interests of the Town in any litigation to which the Town is a party.

A Board member may appear before Town agencies on behalf of constituents in the course of ~~his/her~~their duties as representative of the electorate or in the performance of public or civil obligations. However, no Board member or other official or employee shall accept a retainer or compensation that is contingent upon a specific action by a Town agency.

Nothing in this guideline shall deny any Board member or other official or employee from appearing before any agency of the Town ~~in on his/her~~their own behalf, provided the records of the proceedings clearly state the fact that ~~s/he is they are~~ appearing ~~in on his/her~~their own behalf, and provided further that the nature of ~~his/her~~their interest is clearly set forth in the records.

Section 12. Disclosure of Interest in Legislation

A Board member who has a financial or other private interest in any legislation shall disclose on the records of the Select Board or other appropriate authority the nature and extent of such interest.

Any other official or employee who has a financial or other private interest, and who participates in discussion with or gives an official opinion to the Board, shall disclose on the records of the Select Board or other appropriate authority the nature and extent of such interest.

Section 13. Violations

Any select ~~person~~man, town official or employee who conceals such financial or personal interest or otherwise violates the requirements of this policy, either intentionally or otherwise, may be subject to recall or removal from office.

XXIII. EMAIL/INTERNET/CELL PHONES

1. “Electronic email, Internet, and telecommunication access are resources made available to Town employees to communicate with each other, other governmental entities, companies, and individuals for the benefit of the Town”.
2. “The system is Town property and intended for Town business. The system is not to be used for employee gain or to support or to advocate for non-Town related business or purposes.”
3. Acceptable and Unacceptable Activities
 - a. The use of Town email and internet will not be used to harass another person, business, or entity of any kind, any illegal activity, personal gain, or to download personal materials. This may or may not be an exhaustive list of unacceptable practices.
 - b. All employees with email or internet access shall not intentionally seek information and will not use Town resources to obtain anything of a personal nature. Employees need to respect the legal protection of programs and data protected by copyright and license. State and Federal Law prohibits unauthorized use of disclosure of data. As property of the Town the computer systems within it should be protected from harm at all times. Unauthorized downloads or the altering of existing systems including hardware and/or software is prohibited without written authorization. This is by no means a comprehensive list of accepted or unaccepted uses and if a user has a question they should ask. The occasional personal use of email to communicate with a friend in a brief non-offensive manner will be permitted ~~on lunch hours or breaks~~. Also, the occasional order placed over the internet on the employee’s personal credit card is allowed ~~on lunch hour or break~~. The Town understands not everyone has a system at home and seeks to be fair and accommodating to its employee’s.
 - c. The Town has the right and may from time to time monitor sites visited and other computer activity by individual or all users of the system.
 - d. Personal cell phone use must be limited during office hours.
4. Any violation of this section could result in disciplinary action and some violations will result in disciplinary action up to and including dismissal.

XXIV. DISABILITY ACCOMODATION

The Town is committed to complying fully with the Americans with Disabilities Act (ADA) and ensuring equal opportunity in employment of qualified persons with disabilities. All employment practices and activities are conducted on a non-discriminatory basis.

Hiring procedures have been reviewed and provide persons with disabilities meaningful employment opportunities. Pre-employment inquiries are made only regarding an applicant's ability to perform the essential duties of the position.

Reasonable accommodation is available to all disabled employees, where their disability affects the performance of job functions. All employment decisions are based on the merits of the situation in accordance with defined criteria, not the disability of the individual.

Qualified individuals with disabilities are entitled to equal pay and other forms of compensation (or changes in compensation) as well as in job assignments, classification, organizational structures, position descriptions, lines of progression, and seniority lists. Leave of all types will be available to all employees on an equal basis.

The Town will not discriminate against any qualified employees or applicants because they are related to or associated with a person with a disability. The Town adheres to any state or local law that provides individuals with disabilities greater protection than the ADA. Furthermore, the Town is committed to taking all other actions necessary to ensure equal employment opportunity for persons with disabilities in accordance with the ADA and all other applicable ~~Federal~~federal, ~~State~~state, and ~~Local~~local laws.

X. HEALTH INSURANCE

- A. Eligibility: Only Full-Time employees are eligible to receive health insurance coverage paid by the town.
- B. Coverage: The Town utilizes the Maine Municipal Employee's Health Trust (MMEHT) to offer insurance coverage to its full-time employees. The MMEHT utilizes its financial reserves to stabilize rates for its members to remain a competitive choice for Maine municipalities. Employees may choose between MMEHT's POS-C or POS 200.
- C. Effective January 01, 2024, The Town of Newcastle will allow any employee who is eligible to enroll in the employer benefits the option of enrolling a domestic partner.*

Any employee who wishes to add a domestic partner will be advised of the requirements set forth in the Domestic Partner Affidavit to add said partner. Furthermore, said employee has been advised there could be tax implications for adding a domestic partner.

The Domestic Partner of an Employee shall be:

- A "life partner of either the same sex or opposite sex of the employee;
- Not legally married or separated, to either the employee or anyone else;
- At least 18 years of age and mentally competent to consent to contract;
- Are each other's Domestic Partners and intend to remain so indefinitely;
- Have been each other's Domestic Partner for at least 12 months prior to the date of the signed Affidavit;
- Are not related by blood to a degree of closeness that would prohibit marriage in the State of Maine;
- Are jointly responsible for each other's common welfare; share financial obligations and share their primary residence.

- D. Cost: The town will pay 85% toward either of the Town sponsored plans above. All employees are responsible for premium costs which exceed the Town's contribution or any additional insurance coverage which is deducted from the employee's pay through the month prior to month covered.
- E. Opt Out: Employees who do not chose to accept the Town's sponsored coverage will receive a stipend in the amount of \$1,000 per year.

XX. GRIEVANCE PROCEDURE

Policy: A grievance is a dispute between any employee and the Town concerning the interpretation or application of the terms of employment. Excluded from consideration as a grievance are those matters pertaining to management's judgments of qualifications and/or performance relating to hiring or promotion of personnel, and compensation adjustments, except that regular employees may appeal performance evaluations.

Procedures: All Personnel

1. Any employee who perceives a grievance as defined, shall, within ten (10) working days submit a written statement / email setting forth the specific nature and details of the grievance to their supervisor, who shall attempt to resolve the matter within five (5) working days thereafter. Proceed to Step 2 if neither a nor b below apply:
 - a. If the employee does not have a supervisor or if the grievance involves the conduct of the employee's supervisor, the grievance shall be submitted directly to the Town Manager (proceed to Step 3).
 - b. If the grievance involves the conduct of the Town Manager, the grievance shall be submitted directly to the Select Board Chair via email (proceed to Step 5).
2. In the event the matter is not thereby resolved, the employee may within five (5) working days following the supervisor's decision, or failure to act, bring the grievance in writing to the attention of the Town Manager.
3. The Town Manager shall schedule a date to hear the grievance of the employee which shall be not less than five (5) nor more than ten (10) working days from receipt of the written statement. The Town Manager shall have five (5) working days thereafter in which to consider the matter and render a decision in writing.
4. The employee may appeal the decision of the Town Manager to the Select Board within five (5) working days by submitting an email request to the Chair of the Select Board and the Town Manager.
5. In the event that the Select Board does not make a decision within thirty (30) days from the date of correspondence with the Chair of the Select Board (as outlined in Step 1a or step 4 above), the unresolved issue shall be submitted to Arbitration, as provided by the Municipal Public Employees Labor Relations Law. Expenses of Grievance Procedures and Arbitration, if any, shall be divided equally between the Town and the employee. Each party shall be responsible for their own legal fees.



Maine Municipal
Employees Health Trust

Addition of Domestic Partner Process

There are some requirements that a group must fulfill in order to offer employees Domestic Partner coverage for all MMEHT applicable plans.

***MMEHT has a Tax Implications summary and Question/Answer document about adding Domestic Partner Coverage available to any employer group interested in adding this coverage. Please ask your Field Service Representative for either of these tools when considering Domestic Partner coverage.*

(1) Certified Meeting Minutes of Authorization Vote

The governing body of the public entity (Town Meeting, Town or City Council, Board of Trustees, Board of Directors etc.) must vote to authorize allowing Domestic Partner Coverage for the Health Trust benefits.

Specific vote wording is required. The **required wording** for each Health Trust employer group is provided on the next page. A copy of the minutes of the meeting where the vote is taken, attested by the appropriate person (Town Clerk, Secretary of governing body, or other authorized person,) should be sent to the Health Trust at the address below. Please make sure that the name of the body voting, the date of the vote, and the results of the vote are included.

(2) Letter of Intent

The same person(s) authorized by the vote of the governing body must send a letter to Field Service Representative indicating that the employer group wishes to added Domestic Partner coverage. This letter should be accompanied by the minutes from the meeting authorizing this change.

(3) Send Executed Items to the Health Trust

After photocopying all completed documents, please send items at least **60 days** prior to your effective date of requested coverage to **Maine Municipal Employees Health Trust • Attention: (Your Field Service Representative) • 60 Community Drive • Augusta, ME 04330.**

For more information or questions, please contact your Field Service Representative, Lauren Gaudet (lgaudet@memun.org) or Debbie Bridges (dbridges@memun.org), by email or telephone phone at 1-800-452-8786.

Required Language for Adoption of Domestic Partner Coverage

Any participating employer in the Maine Municipal Employees Health Trust wishing to adopt Domestic Partner Coverage must do so via a vote of the public governing body.

The language below must be approved, as written, and in accordance with the individual employer requirements:

Effective _____ (Month) **01, 20**____ (year), _____ (Name of Employer Group) amends its personnel benefits policy to allow any employee who is eligible to enroll in the employer benefits the option of enrolling a domestic partner.*

Any employee who wishes to add a domestic partner will be advised of the requirements set forth in the Domestic Partner Affidavit to add said partner. Furthermore, said employee has been advised there could be tax implications for adding a domestic partner.

The Domestic Partner of an Employee shall be:

- A “life partner of either the same sex or opposite sex of the employee;
- Not legally married or separated, to either the employee or anyone else;
- At least 18 years of age and mentally competent to consent to contract;
- Are each other’s Domestic Partners and intend to remain so indefinitely;
- Have been each other’s Domestic Partner for at least 12 months prior to the date of the signed Affidavit;
- Are not related by blood to a degree of closeness that would prohibit marriage in the State of Maine
- Are jointly responsible for each other’s common welfare; share financial obligations and share their primary residence

Please note:

Passage of Domestic Partner coverage will allow enrollment in all of the following MMEHT applicable benefits offered by the employer group: **Medical, Dental and Vision**. Domestic Partner coverage must be employer-wide. It cannot be limited to specific unions, departments, or certain hours worked.

**Maine Municipal Employees Health Trust
Domestic Partner Coverage
Questions and Answers**

1. Why is the Maine Municipal Employees Health Trust offering coverage to domestic partners?

The Health Trust Board of Trustees believes that it should respond positively to the requests of its member employer groups and that the Trust should follow other socially responsible employers and groups in Maine and elsewhere in offering domestic partner coverage. Offering domestic partner coverage will also be important for the Trust to remain competitive so it can retain current members and enroll prospective members as well as to provide service to its participants.

2. Is domestic partner coverage offered Trust-wide or on an employer by employer choice basis?

Domestic partner coverage may impose some administrative and tax reporting impositions on employers, not to mention the policy decision employers must consider. Employers must be willing to accept these possible administrative requirements.

For these reasons, the Trust has made domestic partner coverage available on an employer by employer choice basis. The Trust will require a formal vote of the municipal officers (council or board of selectmen) or governing board (board of directors or trustees) and written notification in order to add domestic partner coverage.

3. Does the Trust offer domestic partner coverage to same sex partners and/or opposite sex partners?

The Trust offers domestic partner coverage to both same sex and opposite sex partners in order to adhere to a policy of equity and fairness. Individual employer groups will not be allowed to alter this policy, if they elect domestic partner coverage.

4. Is domestic partner coverage available to partners of active employees only? Or is it also available to partners of retirees (under and over age 65)?

Domestic partner coverage is available to eligible partners of active employees only. It is not available to retirees or surviving spouses.

5. Has the addition of domestic partner coverage affected Health Trust costs and claims experience?

Claims experience and cost data show that plans that have included domestic partners in benefit programs for several years have seen only incremental increases in costs. Plan sponsors have found that very few domestic partners – usually 1% or less – are enrolling in benefit programs. Data has shown that, on average, domestic partners seem to cost less than covered spouses and the average age of domestic partners enrolled in plans seems to be lower than the average age of dependents in general. The Trust expects similar experience. The Trust has experienced no change in the premium the Trust pays for reinsurance by adding domestic partner coverage. The cost to the Health Trust to provide the required communication and administrative materials for domestic partner coverage is minimal.

6. Does the Trust extend coverage to dependent children of an eligible domestic partner?

Most employers that offer domestic partner coverage extend coverage to a domestic partner's dependent children only if the children are the legal tax dependents of the employee. The employee would have to be the biological parent or have a court appointed legal relationship with the children, such as adoption. Under this approach, dependent children of domestic partners are treated the same as "dependents" by the plan. Few plans extend coverage to the dependent children of a domestic partner absent the child's legal tax dependent relationship with an employee. The Health Trust follows the example set by other plans,

and extends coverage to the dependent children of domestic partners only if they are the legal tax dependents of an employee.

7. How does the Trust certify eligible domestic partners and what certification criteria are used?

All employers providing domestic partner coverage require an employee and his/her domestic partner seeking coverage to certify by affidavit or declaration that they meet the employer's requirements for a valid domestic partnership. Most employers use similar requirements for validating domestic partner relationships. One of the most common variables is the acceptable length of a domestic partnership.

The Health Trust uses a domestic partner certification or affidavit form substantially similar to the form used by Blue Cross Blue Shield of Maine. The Trust requires that a domestic partnership be in existence for at least twelve months prior to the effective date of the signed affidavit form.

8. When does the Health Trust allow employees to enroll eligible domestic partners?

Eligible domestic partners are allowed to enroll for coverage at the following dates: 1) upon the employee's initial employment date (assuming valid affidavit), 2) upon the employer group electing to offer domestic partner coverage (assuming valid affidavit), 3) at annual enrollment when first able to certify valid domestic partnership, or 4) if a portability situation occurs (assuming valid affidavit). Portability would occur when an eligible domestic partner of a Trust employee loses his/her group health coverage from another employer.

9. In which benefit plans does the Trust allow enrollment of eligible domestic partners?

The Health Trust allows eligible domestic partners to enroll in the health, dental and vision plans only.

Please note: It is important for employers to understand that reimbursement accounts such as Flexible Spending Accounts (FSAs) and Health Reimbursement Arrangements (HRAs) are governed by IRS regulations. These regulations only permit reimbursement of a domestic partner's expenses in very limited circumstances (i.e., if the domestic partner meets the IRS definition of a tax qualified dependent). There are also tax implications for allowing domestic partners to receive reimbursements under an HRA. Employers that offer an HRA or FSA to their employees should consult their HRA or FSA vendor to ensure that they understand these rules.

10. Does the Trust provide COBRA continuation of coverage benefits to domestic partners of active employees when a domestic partner loses coverage due to an active employee termination, death, retirement or dissolving a relationship?

The Health Trust does not provide federal COBRA coverage, but does provide COBRA-like coverage for up to eighteen months under the following situations: 1) when the employee's coverage is terminated, 2) when the employee retires, 3) when the employee dies and 4) when the employee dissolves the domestic partner relationship. If a domestic partner becomes eligible for Medicare during the 18 months extended coverage period, his or her coverage will end on the date Medicare coverage begins.

11. How can I get more information on the Trust's policies for domestic partner coverage and employer group administrative considerations? Who can I call for more information about the Trust's domestic partner coverage?

Call your Field Service Representative or the Health Trust Enrollment and Data Services Manager.

POTENTIAL TAX IMPLICATIONS OF PROVIDING DOMESTIC PARTNER BENEFITS

There are certain potential tax implications to both the employee and the employer, of which all parties should be aware before domestic partner benefits are offered. Most of these implications are discussed in Section 152 of the Internal Revenue Code. Some of the major points shall be summarized here.

Internal Revenue Code Section 152(a) defines a “dependent” for federal tax purposes. This definition generally requires a blood relationship (including adoption) or a marital relationship, as well as a support test. In most situations, a domestic partner will not meet the Code requirements for the definition of a “dependent”. In fact, a domestic partner will only meet the Code definition of a “dependent” if all of the following requirements are met:

1. the taxpayer (in this case, the employee) provides over 50% of the domestic partner’s support;
2. the domestic partner’s principal place of abode is that of the taxpayer/employee, and the domestic partner is a member of the taxpayer/employee’s “household”; and
3. the relationship of the taxpayer/employee and the domestic partner does not violate state or local law. Under the Internal Revenue Code Section 152 (b)(5), if the relationship violates state or local law, the domestic partner cannot be considered to be a member of the employee’s household, and therefore cannot be considered to be a dependent.

If a domestic partner does not meet the above requirements, and therefore does not meet the IRS requirements to be considered a tax-qualified dependent, then any domestic partner benefits provided by the employer will be considered taxable benefits to the employee. If the employer pays any portion of the premium (for health and/or dental insurance) for the domestic partner’s coverage, the amount which the employer pays for that coverage is includible in the employee’s income under Internal Revenue Code Section 61. So, for example, if the employer pays 50% of the cost of dependent coverage for an employee’s domestic partner, that amount paid by the employer must be included in the employee’s income.

In addition, any such amounts includible in the employee’s income due to coverage of a domestic partner constitute wages under Section 3401(a) of the Internal Revenue Code, and are subject to income tax withholding, as well as FICA and FUTA taxes. This means that any employer that provides domestic partner benefits must put in place a procedural arrangement to ensure that W-2 tax forms are prepared for those employees who elect domestic partner coverage. These W-2 tax forms must include the value of the imputed income arising out of the domestic partner benefits. The employer must also be sure to make the necessary withholding and payroll tax payments.

Another issue which must be addressed by employers offering domestic partner coverage concerns payment of premiums by employees under a cafeteria plan or other pre-tax arrangement. If the employee pays all or any portion of the cost for domestic partner coverage, that portion of the premium must be paid on an after-tax basis, unless the domestic partner meets the dependent definition in Code Section 152. In a Private Letter Ruling issued by the IRS in 1995 (IRS Private Letter Ruling 9603011, October 18, 1995), the IRS ruled that, if a domestic partner is neither a spouse or dependent (as defined earlier in this memo), then:

1. premiums paid by the employer for domestic partner coverage must be included in the employee's income, as already described; and
2. the employee cannot pay any part of the premium for the domestic partner's coverage on a pre-tax basis. Thus, even if the employer has a plan in place for employees to pay their portion of health and/or dental insurance premiums on a pre-tax basis, employees would not be able to pay for domestic partner premiums pre-tax. Any contribution which the employee makes toward the cost of coverage for his/her domestic partner must be made on an after-tax basis.

Because of all the potential tax implications and complications arising from the offering of domestic partner coverage, the Health Trust strongly recommends that any employer group offering such coverage consult with its payroll administrator, tax consultant and/or attorney, and (if applicable) cafeteria plan administrator.

THIS DISCLOSURE IS NOT INTENDED TO CONSTITUTE TAX ADVICE, BUT RATHER IS INTENDED TO HIGHLIGHT SOME OF THE COMPLEX TAX AND ADMINISTRATIVE ISSUES ARISING OUT OF DOMESTIC PARTNER BENEFIT COVERAGE. EMPLOYERS ARE ENCOURAGED TO CONSULT THEIR OWN ACCOUNTANTS FOR SPECIFIC TAX ADVICE.



Maine Municipal
Employees Health Trust
60 COMMUNITY DRIVE
AUGUSTA, MAINE 04330-9486
1-800-452-8786

AFFIDAVIT OF DOMESTIC PARTNERSHIP

We, _____ and _____ (domestic partners),

after being first duly sworn depose and attest to the following:

- We are at least 18 years of age and we are mentally competent to contract.
- Neither of us is legally married to or separated from another person.
- We are sole domestic partners, we have been sole domestic partners since _____ (month/day/year), and we intend to remain sole partners.
- We have been legally domiciled together for at least [12] months.
- We are not related by blood to a degree of closeness that would prohibit marriage in the State of Maine.
- Neither of us has covered another individual or has been covered by another individual as a domestic partner or a legal spouse in a [health] or [dental] or [vision] insurance policy in the preceding [12] months. We understand that domestic partners cannot enroll together for [12] months following the termination of coverage of a prior domestic partner or legal spouse.
- We are jointly responsible for each other’s common welfare as evidenced through a joint deed, joint mortgage, joint lease, joint credit card, joint bank account, and/or powers of attorney authorizing each of us to act on behalf of the other. Maine Municipal Employees Health Trust reserves the right to request, at a future time, one of the previously mentioned documents.
- We understand that a domestic partner enrolled as a dependent ceases to be an eligible member on the first of the month following the termination of a domestic partnership and that we are required to submit an Application of Change within 31 days of the termination of a domestic partnership.

Date Subscriber Signature Print Name

Date Domestic Partner Signature Print Name

STATE OF _____, ss

On this _____ day of _____, 20____, personally appeared the above named
_____ and _____, and swore to the truth of the foregoing. Before
me,

Notary Public/Attorney at Law My Commission Expires: _____

We understand that domestic partners are subject to the other eligibility provisions of the Health Trust benefit plans.

We agree to notify the Maine Municipal Employees Health Trust and the employee’s employer within thirty (30) days of the termination of our domestic partnership. A written termination statement shall be provided and shall affirm that the partnership is terminated and that a copy of the termination statement has been mailed to the other partner.

We certify, under penalty of perjury, that the foregoing is true and correct. We, the undersigned employee and the Domestic Partner, understand that falsification of information contained in this Affidavit may cause immediate termination of Health Trust health and/or dental plan coverage, and may subject us to civil action to recover any losses, including reasonable attorney’s fees incurred by the Maine Municipal Employees Health Trust for benefits provided under its health and/or dental plans. We also understand that falsification of information contained in this Affidavit may lead to disciplinary action, up to and including immediate termination of the employee’s employment.

Signature of Employee

Date

Signature of Domestic Partner

Date

A. Dependent Child Certification

I, _____ certify that my Partner’s child(ren) named below meet the following requirement:
Subscriber Name

1. I, the subscriber, have a court-appointed legal relationship with the child(ren) (i.e., adoption, guardianship), and my Partner is the biological parent, or legal guardian of the child(ren).

Partner’s Dependent Child(ren)

_____ Last Name	_____ First Name	_____ M.I.
_____ Last Name	_____ First Name	_____ M.I.
_____ Last Name	_____ First Name	_____ M.I.
_____ Last Name	_____ First Name	_____ M.I.

I understand that falsely certifying as to dependent’s eligibility or failure to inform the Health Trust when a dependent no longer meets applicable eligibility requirements may cause immediate termination of Health Trust health and/or dental plan coverage, and may subject me to civil action to recover any losses, including reasonable attorney’s fees incurred by the Maine Municipal Employees Health Trust for benefits paid on behalf of the dependent child(ren) named above under its health and/or dental plans. I also understand that falsely certifying as to a dependent’s eligibility or failure to inform my employer when a dependent no longer meets applicable eligibility requirements may result in disciplinary action, up to and including immediate termination of employment.

Signature of Employee

Date

Approved by the Maine Municipal Employees Health Trust

By: _____

Signature

Date

Title

The following section is for certification to an employer of the legal tax dependent status of a domestic partner.

B. Partner Certification as a Tax-Qualified Dependent

Based on consultation with a tax advisor, I certify that the previously named person whom I am enrolling for coverage is my legal tax dependent as defined in the IRS Code Section 152. I understand that falsification of this certification of dependency status may result in disciplinary action, up to and including immediate termination of employment, as well as potential charges of tax fraud. I agree to notify my employer immediately of any change in this tax status.

By: _____
Signature of Employee

Date

TowerCo Company Overview

TowerCo. | 5000 Valleystone Dr., Suite 200, Cary, NC 27519 | 919-653-5700 | 919-469-5530 (fax)



TowerCo Company Background

- Development Expertise – 18 years developing communication towers across all 50 states with a polished track record of building over 1000 towers and owning over 6000 towers since inception.
- TowerCo employees come from a long history of developing towers with an average of 15+ years' experience. We know what it takes to efficiently complete a successful build through site acquisition, regulatory, zoning and construction.
- We pride ourselves on being a quick and nimble company that is easy to do business with.
- TowerCo is a privately owned company

01

TowerCo has been in business since 2004 and has owned and marketed **over 6,000 wireless tower assets throughout the United States.**

02

We are currently one of **the largest privately held tower companies in the US.**

03

6,000 land assets under agreement

04

Our core business is **owning, building and managing wireless communication towers** in the United States and marketing those tower assets for colocation.

TowerCo, Partnering with Municipalities and Schools Across the Country

5C1 3

- Work to align interest of communities with the interest of the wireless carriers to build successful networks
- Focus is to listen to the needs of community members, local organizations, and first responders and then develop a solution that works for everyone
- Worked with over 500 cities nationwide to create stronger, smarter networks to increase the quality of life and ease of doing business, while maximizing public safety and welfare

TowerCo and Maine Projects

- Currently manage and operate 15 wireless towers throughout the state of Maine
- Have been brought in by Verizon Wireless to develop additional towers in Maine to expand coverage for residents
- Worked with the city of Portland, ME to develop 120-foot monopole (please reference next slide for picture)



Thank you

Meghan Pitt

Director – Business Development North East

mpitt@towerco.com

518-810-1619

GROUND LEASE AGREEMENT

THIS GROUND LEASE AGREEMENT (“Lease”) is effective as of the later of the signature dates below (“Effective Date”) by and between **TOWN OF NEWCASTLE** (“Lessor”) and **TOWERCO 2013 LLC**, a Delaware limited liability company (“Lessee”).

For good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto agree as follows:

1. Premises. Lessor is the owner of certain real property located in the town of Newcastle, County of Lincoln, State of Maine, commonly known as 0 Jones Woods Road, Newcastle, ME 04553 (parcel no. 008-048) (the “Parent Parcel”), as more particularly described in Exhibit A annexed hereto. Lessor hereby leases to Lessee and Lessee leases from Lessor approximately three thousand six hundred (3,600) square feet of the Parent Parcel and all access and utility easements if any (“Easements”), (the 3,600 square feet of lease area and the Easements shall collectively be referred to as the “Premises”) as described in Exhibit B annexed hereto.
2. Use. The Premises may be used by Lessee and Lessee’s tenants and licensees for the transmission and receipt of wireless communication signals in any and all frequencies, the construction, maintenance, operation, subleasing and licensing of a free-standing tower or towers, antennas, and buildings, and related facilities and activities, and for any other uses which are incidental thereto (“Intended Use”). Lessee and its sublessees and licensees shall have access to the Premises twenty-four (24) hours a day, seven (7) days a week. Lessor agrees to cooperate with Lessee in obtaining, at Lessee's expense, all licenses and permits required for Lessee's use of the Premises (the “Governmental Approvals”). Lessor further agrees to cooperate with Lessee in executing and delivering any documents requested by Lessee to obtain Government Approvals necessary for its Intended Use. In the event that Lessee's Intended Use of the Premises is actually or constructively prohibited then, in addition to any other remedies available to Lessee, Lessee shall have the option to terminate this Lease with notice to Lessor.
3. Term. The term of this Lease shall be five (5) years commencing on the date Lessee begins commercial operation of the Improvements (as defined in Paragraph 6(a)) or the fourth anniversary of the Effective Date, whichever first occurs (“Commencement Date”) and terminating on the fifth (5th) anniversary of the Commencement Date (the “Term”) unless otherwise provided in Paragraph 8.
4. Renewal Terms. Lessee shall have the right to extend this Lease for nineteen (19) additional five (5) year terms (“Renewal Terms”). Each Renewal Term shall be on the same terms and conditions as set forth in this Lease except that Rent shall increase as provided in paragraph 5. This Lease shall automatically be renewed for each successive Renewal Term unless Lessee notifies Lessor in writing of Lessee’s intention not to renew the Lease at least thirty (30) days prior to the expiration of the Term or the Renewal Term which is then in effect.
5. Consideration. During the Term, Lessee shall pay Lessor the monthly sum of ONE THOUSAND THREE HUNDRED DOLLARS (\$1,300.00) (“Rent”). Rent shall be payable on the first day of each month in advance to Lessor at Lessor’s address as specified in paragraph 16 below. Rent shall be increased on the anniversary of the Commencement Date by two percent (2%) over the Rent payable during the immediately preceding year. If this Lease is terminated at a time other than on the anniversary of the Commencement Date, Rent shall be prorated as of the date of termination and all Rent paid in advance of the termination date shall be refunded to Lessee.

6. Improvements; Utilities; Access.

(a) Lessee shall have the right, at Lessee's sole cost and expense, to erect and maintain on the Premises improvements, personal property and facilities necessary or desired for its Intended Use (collectively the "Improvements"). The Improvements shall remain the exclusive property of the Lessee throughout the term and after the termination of this Lease. Lessee may construct, alter, demolish, reconstruct, restore, replace, supplement, modify and reconfigure the Improvements at any time during the Term or any Renewal Term of this Lease.

(b) Lessee shall remove all of the above-ground portions of the Improvements not later than one hundred eighty (180) days following any termination of this Lease. Lessor grants Lessee the right to clear all trees, undergrowth, or other obstructions and to trim, cut, and keep trimmed and cut all tree limbs which may interfere with or fall upon the Improvements or Premises. Lessor grants Lessee a non-exclusive easement in, over, across and through other real property owned by Lessor as reasonably required for construction, installation, maintenance, and operation of the Improvements. In the event that a guyed tower is constructed on the Premises, Lessor also grants Lessee an easement in, over, across and through Lessor's real property during the Term and any Renewal Term of this Lease for the installation and maintenance of and reasonable access to the guy wires and guy wire anchors.

(c) Lessee shall have the right to install power, telecommunications, cables, conduit, and any other utilities, including cabinets, vaults and improvements directly related to such utilities, on the Premises (or through third party easements, if necessary), at Lessee's sole expense, and to improve present utilities on the Premises (including but not limited to the installation of emergency power generators on the Premises). Lessee shall have the right to permanently place utilities on (or to bring utilities across or under) the Premises and the Improvements. In the event that utilities necessary to serve the equipment of Lessee or the equipment of Lessee's licensee(s) or sublessee(s) cannot be located within the Premises, Lessor agrees to cooperate with Lessee and to act reasonably in allowing the location of utilities on the Parent Parcel or other real property owned by Lessor without requiring additional compensation from Lessee or Lessee's licensee(s) or sublessee(s). Lessor shall, upon Lessee's request, execute within fifteen (15) days a separate written easement to the utility company providing the service or Lessee in a form which may be filed of record evidencing this right.

(d) Lessor grants to Lessee, its officers, agents, employees, sublessees, licensees and their independent contractors, the right and privilege to enter upon the Premises and the Parent Tract, to perform or cause to be performed test borings of the soil, environmental audits, engineering studies and to conduct a survey of the Premises and all or part of the Parent Tract. Lessor grants Lessee and its sublessees and licensees a license to use such portion of Lessor's property contiguous to the Premises on a temporary basis as reasonably required during the Term or any Renewal Term of this Lease for the construction, installation, maintenance or removal of the Improvements, including access for construction machinery and equipment, storage of construction materials and equipment and staging areas.

(e) Lessor represents and warrants to Lessee that Lessee shall at all times during this Lease enjoy ingress, egress and access from the Premises twenty-four (24) hours a day, seven (7) days a week to an open and improved public road which presently exists, and which shall be adequate to service the Premises and the Improvements. If no such public road exists or ceases to exist in the future, Lessor will grant an exclusive easement to Lessee, Lessee's sublessees and assigns so that Lessee may, at its own expense, construct a suitable private access drive to the Premises and the Improvements. To the degree such access is across other property owned by Lessor, Lessor shall execute an easement within fifteen (15) days of evidencing this right and Lessor shall maintain access to the Easements in a free and open condition so that no interference is caused to Lessee by other lessees, licensees, invitees, or agents of the Lessor which may utilize the Easements.

7. Lessor's Representations and Warranties. As an inducement for Lessee to enter into and be bound by the terms of this Lease, Lessor represents and warrants to Lessee and Lessee's successors and assigns that Lessor (i) has good and marketable title to the Premises, (ii) has the authority to enter into and be bound

by the terms of this Lease, (iii) to the best of Lessor's knowledge, there are no pending or threatened lawsuits, administrative actions (including bankruptcy or insolvency proceedings), suits, claims or causes of action against Lessor or which may otherwise affect the Premises, and (iv) the Premises are not presently subject to an option, lease, agreement or other contract which may adversely affect Lessor's ability to fulfill its obligations under this Lease. Lessor covenants and agrees that it shall not grant an option or enter into any contract which will adversely affect Lessee's Intended Use (as defined in paragraph 2 above) of the Premises until this Lease expires or is terminated by Lessee. The representations and warranties of Lessor shall survive the termination or expiration of the term of this Lease.

8. Termination. Except as otherwise provided herein, this Lease may be terminated, without any penalty or further liability upon written notice as follows:

(a) By either party upon a default of any covenant or term hereof by the other party which default is not cured within sixty (60) days of receipt of written notice of default (without, however, limiting any other rights available to the parties pursuant to any other provisions hereof); provided, that if the defaulting party commences good faith efforts to cure the default within such period the cure period may be extended upon mutual agreement, in writing, of the parties hereto;

(b) Upon thirty (30) days' written notice by Lessee to Lessor if (i) Lessee is unable to obtain or maintain any license, permit or other Governmental Approval necessary for the construction and operation of the Improvements or Lessee's business or (ii) Lessee's Intended Use of the Premises is actually or constructively interfered with; or

(c) By Lessee for any reason upon written notice from Lessee to Lessor.

9. Subleases. Lessee at its sole discretion shall have the right, without the consent of or notice to Lessor, to license, sublease or otherwise allow the occupancy of all or a portion of the Premises and the Improvements. Lessee's licensee(s) and sublessee(s) shall be entitled to modify the tower and Improvements, and erect and install additional improvements and personal property on the Premises and Improvements, including but not limited to antennas, dishes, cabling, utilities, emergency or back up power, generators, and equipment shelters. Lessee's licensee(s) and sublessee(s) shall be entitled to all rights of ingress and egress to the Premises, the right to install utilities on the Premises and the right to use the Premises for the Intended Use as if said licensee or sublessee were the Lessee under this Lease.

10. Taxes. Lessee shall pay any property taxes assessed against the Improvements. Lessor agrees to provide to Lessee a copy of any notice, assessment or billing relating to any real or personal property taxes for which Lessee is responsible under this Lease within thirty (30) days of receipt of same by Lessor. Lessee shall have the right, at its sole option, and at its sole cost and expense, to appeal, challenge or seek modification of any real or personal property tax assessment or billing for which Lessee is wholly or partly responsible for payment under this Lease.

11. Damage or Destruction. If the Premises or the Improvements are destroyed or damaged so as to hinder the effective use of the Improvements in Lessee's judgment, Lessee may elect to terminate this Lease as of the date of the damage or destruction by so notifying the Lessor.

12. Condemnation. If a condemning authority takes all of the Premises, or a portion sufficient in Lessee's determination, to render the Premises in the opinion of Lessee unsuitable for the use which Lessee was then making of the Premises, this Lease shall terminate the earlier of (i) the date title vests in the condemning authority or (ii) the date the condemning authority takes possession of the Premises or a portion of it. Lessor and Lessee shall share in the condemnation proceeds in proportion to the values of their respective interests in the Premises (which for Lessee shall include, where applicable, the value of its Improvements, moving expenses, prepaid rent, lost business, goodwill, and business relocation expenses).

13. Insurance. Lessee, at Lessee's sole cost and expense, shall procure and maintain on the Premises and on the Improvements, bodily injury and property damage insurance with a combined single limit of at least One Million and 00/100 Dollars (\$1,000,000.00) per occurrence. Such insurance shall insure, on an occurrence basis, against liability of Lessee, its employees and agents arising out of or in connection with Lessee's use of the Premises and Improvements.

14. Interference. Lessor shall not, nor shall Lessor permit its lessees, licensees, invitees, or agents, to use any portion of the Parent Parcel or adjacent real property owned or controlled by Lessor in any way which interferes with Lessee's Intended Use of the Premises. Such interference shall be deemed a material breach of this Lease by Lessor and Lessor shall have the responsibility to immediately terminate such interference. In the event such interference is not immediately rectified, Lessor acknowledges that continuing interference will cause irreparable injury to Lessee, and Lessee shall have the right, in addition to any other rights that it may have at law or in equity, to bring an action to enjoin such interference or to terminate this Lease with notice to Lessor.

15. Environmental Compliance. Lessor represents, warrants and agrees (i) that neither Lessor nor, to Lessor's knowledge, any third party has used, generated, stored or disposed of, or permitted the use, generation, storage or disposal of, any contaminants, oils, asbestos, PCBs, hazardous substances or wastes as defined by federal, state or local environmental laws, regulations or administrative orders or other materials the removal of which is required or the maintenance of which is prohibited, regulated or penalized by any federal, state or local government authority ("Hazardous Materials") on, under, about or within the Parent Parcel and/or Easements in violation of any law or regulation, and (ii) that Lessor will not, and will not permit any third party to use, generate, store or dispose of any Hazardous Materials on, under, about or within the Parent Parcel and/or Easements in violation of any law or regulation. Lessee agrees that it will not use, generate, store or dispose of any Hazardous Material on, under, about or within the Premises in violation of any law or regulation. This Lease shall at the option of Lessee terminate and be of no further force or effect if Hazardous Materials are discovered to exist on the Parent Parcel and/or Easements through no fault of Lessee after Lessee takes possession of the Premises and Lessee shall be entitled to a refund of all the consideration paid in advance to Lessor under this Lease.

16. Notices. All notices, requests, demands and other communications hereunder shall be in writing and shall be deemed given if personally delivered or mailed, certified mail, return receipt requested, or via a nationally recognized overnight delivery service to the following addresses or to such other addresses as may be specified in writing at any time during the term of this Lease:

If to Lessor, to:

Town of Newcastle
4 Pump Street
Newcastle, ME 04553
Attention: Town Manager
Phone: 207-563-3441

If to Lessee, to:

TowerCo 2013 LLC
5000 Valleystone Drive, Suite 200
Cary, NC 27519
Attn: Property Management
Site ID #: ME0054

17. Quiet Enjoyment. Lessor covenants that it shall comply with all applicable laws, regulations and requirements related to the Premises and that Lessee shall have the quiet enjoyment of the Premises during the term of this Lease. Lessor shall indemnify Lessee from and against any loss, cost, expense or damage including attorneys' fees associated with a breach of the foregoing covenants. In the event that Lessor fails to keep the Premises free and clear of any liens and encumbrances, Lessee shall have the right but not the obligation to satisfy such lien or encumbrance and deduct the full amount paid by Lessee on Lessor's behalf from future installments of Rent. Lessor agrees to indemnify and hold harmless Lessee from any and all claims and/or notices of non-compliance brought against Lessor for any breach by Lessor of this warranty, and Lessor agrees to allow Lessee to continue to quietly enjoy the use of Lessor's Premises while Lessor remedies any such non-compliance. Should Lessee's use of the Premises become compromised due to any breach of the warranty and covenants contained in this paragraph, Lessor acknowledges that Lessee shall be substantially harmed and Lessee will seek to recover from Lessor any damages Lessee may sustain.

18. Occurrence of Lessor Default. The covenants, representations and conditions in this Lease are mutual and dependent. Upon the occurrence of any breach or nonperformance of any representation, warranty, covenant, agreement or undertaking made by Lessor in this Lease ("Default"), Lessee shall have the option to pursue any one or more of the following remedies without notice or demand: (a) Lessee, may, at its sole election, terminate the Lease; (b) Lessee, may, without being obligated and without waiving the Default, cure the Default, whereupon Lessor shall pay to Lessee, upon demand, all costs expenses, and disbursements incurred by Lessee to cure the Default. Lessee shall be permitted to offset said costs, expenses and disbursements incurred by Lessee against Rent or any other amounts due or becoming due by Lessee to Lessor under this Lease; or (c) Lessee shall be entitled to pursue any and all other rights or remedies available at law or equity, including specific performance of this Lease, with respect to Lessor's default.

19. Assignment. Lessee may assign this Lease without the consent of or notice to Lessor. From and after the date this Lease has been sold, assigned, or transferred by Lessee to a third party agreeing to be subject to the terms hereof, Lessee shall immediately be released from any and all liability under this Lease, including the payment of any rental or other sums due, without any further action. Additionally, Lessee may mortgage or grant a security interest in this Lease and the Improvements and may assign this Lease and the Improvements to any such mortgagees or holders of security interests including their successors and assigns (hereinafter collectively referred to as "Secured Parties"). If requested, Lessor shall execute such consent to leasehold financing as may reasonably be required by Secured Parties. Lessor agrees to notify Lessee and Lessee's Secured Parties simultaneously of any default by Lessee and to give Secured Parties the same right to cure any default as Lessee except that the cure period for any Secured Party shall not be less than ten (10) days after the receipt of the default notice. If a termination, disaffirmance or rejection of the Lease pursuant to any laws (including any bankruptcy or insolvency laws) by Lessee shall occur, or if Lessor shall terminate this Lease for any reason, Lessor will give to the Secured Parties prompt notice thereof and Lessor will give the Secured Parties the right to enter upon the Premises during a thirty (30)-day period commencing upon the Secured Party's receipt of such notice for the purpose of removing any Improvements. Lessor acknowledges that the Secured Parties shall be third-party beneficiaries of this Lease.

20. Successors and Assigns. This Lease shall run with the Premises and shall be binding upon and inure to the benefit of the parties, their respective heirs, successors, personal representatives, and assigns.

21. Liability and Indemnity. Lessee shall indemnify and hold Lessor harmless from all claims (including reasonable attorneys' fees, costs, and expenses of defending against such claims) arising from the negligence or willful misconduct of Lessee or Lessee's agents or employees in or about the Premises. Lessor shall indemnify and hold Lessee harmless from all claims (including reasonable attorneys' fees, costs, and expenses of defending against such claims) arising from the negligence or willful misconduct of

Lessor or Lessor's agents, employees, lessees, invitees, contractors or other tenants occurring in or about the Parent Parcel. The duties described herein survive termination of this Lease.

22. Right of First Refusal. If Lessor elects to grant to a third party by easement, or other legal instrument, an interest, in and to any portion of the Premises for any purpose relating to operating and maintaining communications facilities or the management thereof, with or without an assignment of this agreement to such third party (including but not limited to assignments of rental streams associated with this agreement), Lessee shall have the right of first refusal to meet any bona fide offer of assignment, or any other transfer on the same terms and conditions as such offer. Lessor shall immediately provide the Lessee with a copy of the bona fide offer together with a notice describing the offer in sufficient detail. If Lessee fails to accept such bona fide offer within thirty (30) days after receipt of the foregoing, Lessor may sell or grant the easement or interest in the Premises in accordance with the terms of such bona fide offer.

23. Miscellaneous.

(a) The substantially prevailing party in any litigation arising hereunder shall be entitled to its reasonable attorney's fees and court costs, including appeals, if any.

(b) Each party agrees to furnish to the other, within ten (10) days after request, such truthful estoppel information as the other may reasonably request.

(c) This Lease constitutes the entire agreement and understanding of the parties with respect to the subject matter of this Lease, and supersedes all offers, negotiations, and other agreements. There are no representations or understandings of any kind not set forth herein. Any amendments to said Lease must be in writing and executed by the parties.

(d) If either party is represented by a real estate broker in this transaction, that party shall be fully responsible for any fees due such broker and shall hold the other party harmless from any claims for commission by such broker.

(e) This Lease shall be construed in accordance with the laws of the state in which the Premises is situated.

(f) If any term of this Lease is found to be void or invalid, such invalidity shall not affect the remaining terms of this Lease, which shall continue in full force and effect.

(g) Upon request of Lessee, Lessor shall promptly execute and deliver to Lessee such documents as Lessee requests to evidence Lessee's rights in the Premises, including a memorandum of option and a memorandum of lease and/or amendments thereto. Lessee may file such documents of record in the property records in the county in which the Premises are located.

(h) Lessee may obtain title insurance on its interest in the Premises and Easements, and Lessor shall cooperate by executing documentation required by the title insurance company. In the event the Premises is encumbered by a mortgage or deed of trust, Lessor agrees to obtain and furnish, within thirty (30) days written request by Lessee, a non-disturbance agreement to the effect that Lessee and Lessee's sublessees or licensees will not be disturbed in the occupancy of the Premises by any foreclosure; provided that the rights and interests of Lessee under this Lease shall be subject and subordinate to such mortgage or deed of trust.

(i) This Lease may be executed in two or more counterparts, all of which shall be considered one and the same agreement and shall become effective when one or more counterparts have been signed by each of the parties, it being understood that all parties need not sign the same counterpart and that scanned, or electronically reproduced copies of this Lease shall have the same force and effect as originals.

(j) Lessor will not, during the term of this Lease together with any extensions thereof, enter into any other lease, license, or other agreement for a similar purpose as set forth herein, on or adjacent to the Premises.

(k) In any case where the approval or consent of one party hereto is required, requested or otherwise to be given under this Lease, such party shall not unreasonably condition, delay or withhold its approval or consent.

24. Confidentiality. Notwithstanding anything to the contrary contained in this Lease, Lessor agrees and acknowledges that all of the terms of this Lease and any information furnished to Lessor by Lessee in connection therewith are confidential. Lessor shall not disclose any such terms or information without Lessee's prior written consent, except (i) to Lessor's attorney, accountant, lender and/or a prospective fee simple purchaser of Lessor's Property, provided that such party agrees to adhere to the terms and provisions of this section, or (ii) as otherwise required by law. Lessor acknowledges that the disclosure of such information to any other parties may cause Lessee irreparable harm, and in the event of such disclosure, as an additional remedy, Lessee shall have the right to terminate this Lease upon giving thirty (30) days written notice thereof to Lessor. The terms and provisions of this section shall survive the execution and delivery of this Lease.

[SIGNATURES BEGIN ON NEXT PAGE]

DRAFT

IN WITNESS WHEREOF, Lessor and Lessee have executed this Lease as of the date affixed to their signatures below.

LESSOR:

TOWN OF NEWCASTLE

By: _____
Name: _____
Title: _____
Date: _____

LESSOR ACKNOWLEDGEMENT:

STATE OF MAINE)
)
COUNTY OF LINCOLN)

The foregoing instrument was acknowledged before me this _____ (date) by _____ (name of officer or agent, title of officer or agent) of Town of Newcastle, a municipality, on behalf of the municipality.

Notary Public
Print Name _____
My commission expires: _____

(seal)

LESSEE:

TOWERCO 2013 LLC, a Delaware limited liability company

By: _____
Name: Mike Smith
Title: CFO
Date: _____

LESSEE ACKNOWLEDGEMENT:

STATE OF NORTH CAROLINA)
)
COUNTY OF WAKE)

The foregoing instrument was acknowledged before me this _____ (date) by Mike Smith, CFO of TowerCo 2013 LLC, a Delaware limited liability company, on behalf of the limited liability company.

Notary Public
Print Name _____
My commission expires: _____

(seal)

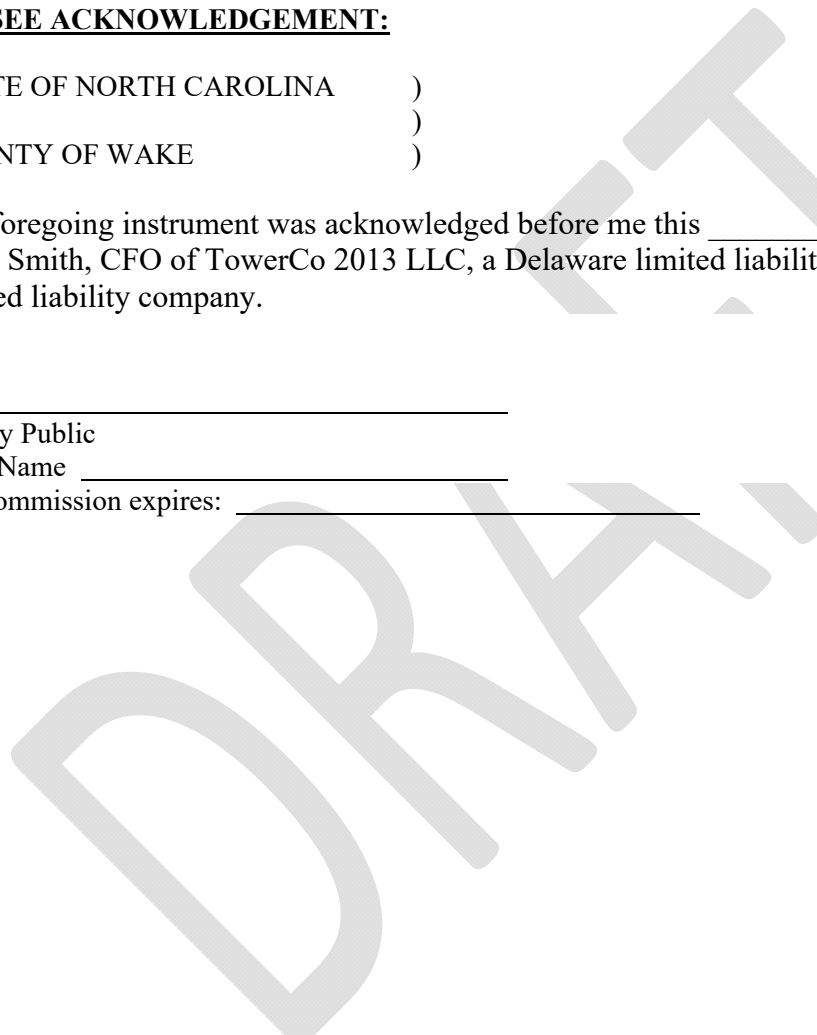


EXHIBIT A
DESCRIPTION OF PARENT PARCEL

The Parent Parcel is described and/or depicted as follows:

(to be included upon receipt of title)

DRAFT

EXHIBIT B
DESCRIPTION OR DEPICTION OF PREMISES

An approximately 60' x 60' (3,600) square foot tract of land, together with easements for ingress, egress and utilities described or depicted as follows:

(see attached)

Note: At Lessee's option, Lessee may replace this Exhibit with an exhibit setting forth the legal description of the Premises, or an as-built drawing depicting the site. Any visual or textual representation of the Improvements and facilities is illustrative only, and does not limit the rights of Lessee as provided for in the Lease. Without limiting the generality of the foregoing:

1. The Premises may be setback from the boundaries of Lessor's property as required by the applicable governmental authorities.
2. The access road's width may be modified as required by governmental authorities, including police and fire departments.
3. The locations of any access and utility easements are illustrative only. Actual locations may be determined by Lessee and/or the servicing utility company in compliance with local laws and regulations.



DRAFT

Prepared by Jason Catalini
And after recording return to:
 TowerCo 2013 LLC
 5000 Valleystone Drive, Suite 200
 Cary, NC 27519
 919-653-5700

STATE OF MAINE) (Recorder’s Use Above this Line)
) **Parcel No.: 008-048**
)
 COUNTY OF LINCOLN)

MEMORANDUM OF LEASE

This Memorandum of Lease is entered into on this ____ day of _____, 2023, by and between **TOWN OF NEWCASTLE**, having a mailing address of 4 Pump Street, Newcastle, ME 04553 (hereinafter referred to as “**Lessor**”) and **TOWERCO 2013 LLC**, a Delaware limited liability company having a mailing address of 5000 Valleystone Drive, Suite 200, Cary, North Carolina 27519 (hereinafter referred to as “**Lessee**”).

1. Lessor and Lessee entered into that certain Ground Lease Agreement dated the ____ day of _____, 2023 (the “Lease”) for certain real property and easements as described in **Exhibit B** attached hereto (collectively, the “Premises”), which are a portion of that certain parcel of real property located in Newcastle, County of Lincoln, State of Maine, described in **Exhibit A** attached hereto (the “Land”).
2. The Lease shall have an initial term of five (5) years, with nineteen (19) additional five (5) year renewal terms.
3. The purpose of this Memorandum is to give record notice of the Lease and of the rights created thereby all of which are hereby confirmed. In the event of a conflict between the terms of this Memorandum or the addition of any terms in this Memorandum which are not contained in the Lease, the Lease shall control. The terms of the Lease are hereby incorporated by reference.
4. Pursuant to the Lease, Lessee has a right of first refusal to meet any bona fide offers for any grant from Lessor to a third party by easement or other legal instrument of an interest in and to any portion of the Land, the Premises or the Lease for any purpose relating to operating and maintaining communications facilities or the management thereof, with or without an assignment of the Lease to such third party, including but not limited to assignments of any right to the rent or rental stream associated with the Lease.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

EXHIBIT A
DESCRIPTION OF LAND

The Land is described and/or depicted as follows:

(to be included upon receipt of title)

DRAFT

EXHIBIT B
DESCRIPTION OR DEPICTION OF PREMISES

An approximately 60' x 60' (3,600) square foot tract of land, together with easements for ingress, egress and utilities described or depicted as follows. Exact legal description to be determined by survey.

(see attached)

Note: At Lessee's option, Lessee may replace this Exhibit with an exhibit setting forth the legal description of the Premises, or an as-built drawing depicting the site. Any visual or textual representation of the Improvements (as defined in the Lease) and facilities is illustrative only, and does not limit the rights of Lessee as provided for in the Lease. Without limiting the generality of the foregoing:

1. The Premises may be setback from the boundaries of Lessor's property as required by the applicable governmental authorities.
2. The access road's width may be modified as required by governmental authorities, including police and fire departments.
3. The locations of any access and utility easements are illustrative only. Actual locations may be determined by Lessee and/or the servicing utility company in compliance with local laws and regulations.



22. DEMOLITION OF HISTORIC ASSETS

1. PURPOSE

- a. To protect significant historic structures and sites from demolition, neglect, or disturbance;
- b. To facilitate the relocation or salvage of historic structures deemed ineligible for National Register nomination, as an alternative to demolition;
- c. To facilitate the permanent protection of a historic structure or site by providing an opportunity for third party acquisition of the site;
- d. To facilitate the archaeological recovery of any historic artifacts; and,
- e. To provide an opportunity for documentation of historic structures ineligible for National Register nomination, where demolition, salvage or relocation is intended.

2. APPLICABILITY

- a. The provisions of this Code apply to ~~the entirety of all~~ structures ~~which, in whole or in part,~~ existing on or before ~~January 1,~~ 1900 and sites with known or suspected ~~historic or pre-historic~~ settlement ~~pre-dating~~ 1900.

3. AUTHORITY

- a. The Code Enforcement Officer shall review and approve all demolition permits, and consult with the Newcastle Historical Society or equal party as needed.

4. PROCEDURE

- a. Demolition of Historic Structure:
 - i. ~~No part of a~~ historic structure may ~~not~~ be demolished for a period no less than 90 days from the time that an applicant sends a letter to request determination by Maine Historic Preservation Commission whether a structure is eligible for the National Register of Historic Places or is a contributing structure to an eligible Historic District. The 90 day delay period commences on the date proof of mailing to Maine Historic Preservation Commission is provided to the Office of the Code Enforcement Officer.
 - ii. An applicant shall obtain a letter from Maine Historic Preservation Commission or from a qualified historic preservation consultant as to whether the structure is ELIGIBLE for the National Register of Historic Places or as a contributing structure to an eligible Historic District. (To be "eligible" is only an opinion; it is not an application process.);
 - iii. If the structure is estimated to be eligible, no demolition is permitted. If the owner wishes to formally apply to the Register and ~~the~~ ~~his~~ property is declined, the status of the property shall be reconsidered;

- iv. Any structure existing on or before **January 1, 1900** that is not considered eligible for the National Register shall be advertised by the owner as available for free, offering to the general public the structure to be moved or scrapped for salvage materials at **the acceptor's his/her** expense. The advertisement shall appear in a newspaper of local circulation, a minimum of two times per month, for a period no less than 90 days. Any other interested party may advertise the building during those 90 days; and,
 - v. During the 90 day time period, the Newcastle Historical Society or equal party shall be permitted by the owner to document the structure inside and out prior to the structure's relocation or destruction.
- b. Demolition of Historic Structure Due to Neglect: At any time, any party may raise concerns of historic structural neglect to the Code Enforcement Officer.
- i. Staff may investigate concerns of historic structural neglect and issue a notice of violation to a property owner who allows a structure to suffer structural failure as a result of exposure, and issue fines; and,
 - ii. Alternatively, the Town may make minimal repairs to the structure to prevent it from deteriorating further and bill the owner for the incurred costs. Any unpaid fines or **costs of repairs** will be placed in lien against the property.
- c. Demolition or Disturbance of Historic Archaeological Resources:
- i. An applicant shall obtain a letter from Maine Historic Preservation Commission or from a qualified historic archaeologist as to whether the site may contain historic archaeological resources and is ELIGIBLE for the National Register of Historic Places or as a contributing site to a Historic District. (To be "eligible" is only an opinion; it is not an application process);
 - ii. If the site is estimated to be eligible, no demolition or disturbance is permitted. If the owner wishes to formally apply to the Register and his/her property is declined, the status of the property shall be reconsidered;
 - iii. If the site is estimated not to be eligible, the town may withhold issuing a demolition permit for a period of 90 days, during which time the Newcastle Historical Society or equal party shall be permitted by the owner to document the site and perform archaeological test digs; and,
 - iv. If significant artifacts are discovered, the Newcastle Historical Society or equal party may petition the Town of Newcastle to extend demolition for a period of up to 1 year to facilitate recovery and documentation of artifacts.

CORE ZONING CODE

ARTICLE 7, ADMINISTRATION

11. LARGE PROJECT PLAN

A. PURPOSE

1. To provide for the review of projects including the development of individual buildings, modifications to buildings, changes or alterations made to a site, or other projects that may have the potential to create significant offsite impacts, according to the applicability standards below.
2. The Large Project Plan approval process provides an applicant with the opportunity to submit architectural, site, landscaping, or engineering plans so that compliance to the standards of this Code can be determined.

B. APPLICABILITY

1. Projects that **can reasonably be expected to** create significant on- or off-site impact.
 - a. On-site significant impacts may include but are not limited to excavation, grading, or blasting; noise, glare, or smell; and,
 - b. Off-site significant impacts may include but are not limited to existing utilities, stormwater infrastructure or alterations within the road right-of-way.
2. All new buildings and accessory buildings over 10,000 sf in gross floor area.
3. Building renovations over 10,000 sf in gross floor area.
4. **The creation of 18 or more dwelling units.**
5. Site improvements creating more than **50** parking spaces.
6. Changes to a nonconforming lot, use, structure, site improvement, if the subject property is over 10 acres in lot area.
7. Building groups that do not trigger subdivision.

12. SUBDIVISION

A. PURPOSE

1. To allow for the orderly development of a parcel of land into new dwelling units and lots, and roads that provide access to them.
2. To comply with MRSA, Title30-A, Chapter187, Section 4401 et.seq.

B. APPLICABILITY

1. The division of a parcel of land into 3 or more lots within any 5 year period that begins on or after September 23, 1971.
~~The division of structures into 3 or more dwelling units.~~
~~The construction or placement of 3 or more dwelling units.~~
~~The division of an existing structure used for commercial or industrial use into 3 or more dwelling units.~~
2. The division of a parcel of land, through the use of virtual lot lines, into 3 or more virtual lots.
3. Construction of roads.
4. Installation of utility services.

CORE ZONING CODE

ARTICLE 2, DISTRICT STANDARDS

2. LOTS

A. PURPOSE

1. To provide a clear and flexible system for creating lots that reflect the character of a neighborhood.

B. APPLICABILITY

1. Applies to all projects that create new lots with actual or virtual lot lines.

C. GENERAL

1. All newly created lots must ~~have a lot line~~ abutting a Public Road or Private Road ~~which conforms with~~ ~~per~~ the Newcastle Driveway, Road, and Entrance Ordinance.
 - a. Newly created lots shall retain the District designation of the original lot.
 - b. New insular lots are prohibited, unless created with a deeded ~~2450~~ ft wide right-of-way to a Public or Private Road.
 - i. Newly created insular lots wholly held in a nonpublic conservation easement may reduce the right-of-way width access standard to 10 ft for non-vehicular access. Subsequent removal of the lot from the conservation easement shall create a legal non-conformity.
 - c. New flag lots are prohibited.
2. Land may be platted to create new corner lots, insular lots, through lots, or waterfront lots.
3. Any lot type that has not been described by this Code may not be developed except by special permit.
4. Lots must be platted as follows:
 - a. The front lot line must be located along the primary road, or water body.
 - b. For newly created corner lots or through lots that abut two roads, the primary frontage shall be along the Public or Private Road of greatest significance.

Definition of Flag Lot:

A building lot that has frontage along a private or public road which is narrower than the minimum permitted lot width or frontage line length for the district in which it is located. The term "Flag Lot" does not refer to the shape of a lot. Lots may take the shape of a flag provided they meet the standards of the district in which it is located.



Town of Newcastle

www.NewcastleMaine.us

Kevin L. Sutherland - Town Manager

4 Pump Street **5E**
PO Box 386
Newcastle, ME 04553
Tel. (207) 563-3441
Fax. (207) 563-6995

FROM: Kevin L. Sutherland, Town Manager
TO: Newcastle Select Board
DATE: November 9, 2023
RE: **Ordinance and Policy Review Process**

Ahead of this discussion, staff have been cleaning up the webpage dedicated to our list of ordinances and policies and have begun reviewing the ordinances and policies for necessary updates. While this review of the ordinances is not complete, we are confident it's time to develop a road map working with the Select Board to develop a timeline to update them.

The first effort has been to break out general enforcement ordinances from those that are related to land use and then followed by policies. See Appendix A, for the current website list of ordinances and policies, each item is a link to the specific ordinance/policy. In addition to outdated language, grammar errors, and incomplete sentences, there is no uniformity in the formatting of the local laws and policies. As part of this overall process, we hope to resolve this going forward.

I've developed an extremely ambitious timeline to work through the 23 ordinances and 8 policies between now and June of 2025. Why this timeline?

There are a few ordinances that do not need to go to a Town Meeting as outlined in state statute. Those include General Assistance and Traffic and Parking. Additionally, Policies can be approved by the Select Board in as little as one meeting.

The Select Board has recently created/reviewed Tansicot Fire & Emergency Services, Traffic and Parking, and General Assistance. A Special Team Meeting is scheduled for December 11th to consider repeal of the Purchasing and Bid Ordinance, which, if repealed would be replaced with a policy. You've also updated the Undesignated Fund Balance Policy this summer.

Based on this track record and the current ambition of the Select Board, I believe this review (and proper approvals) can be completed by June of 2025. However, this would require a commitment on staff to introduce between 1 and 3 redlined versions of a given ordinance/policy with proposed edits, comments, and suggestions at least once a month. The Select Board would need to commit to holding Town Meetings four times a year (One Annual, three Special).

I've provided two visuals of the same information for what this might look like in Gantt chart form. There's a key for the colors.

KEY

- SB review / discussion / sent to PB / vote to warrant
- SB Public Hearing and vote to put on warrant
- Planning Board (PB) review and discussion
- PB Public Hearing and recommendation to SB
- Select Board Approval
- Town Meeting / Special Town Meeting Approval



View 1: Grouping of Ordinances and Policies by Type and Process of implementation

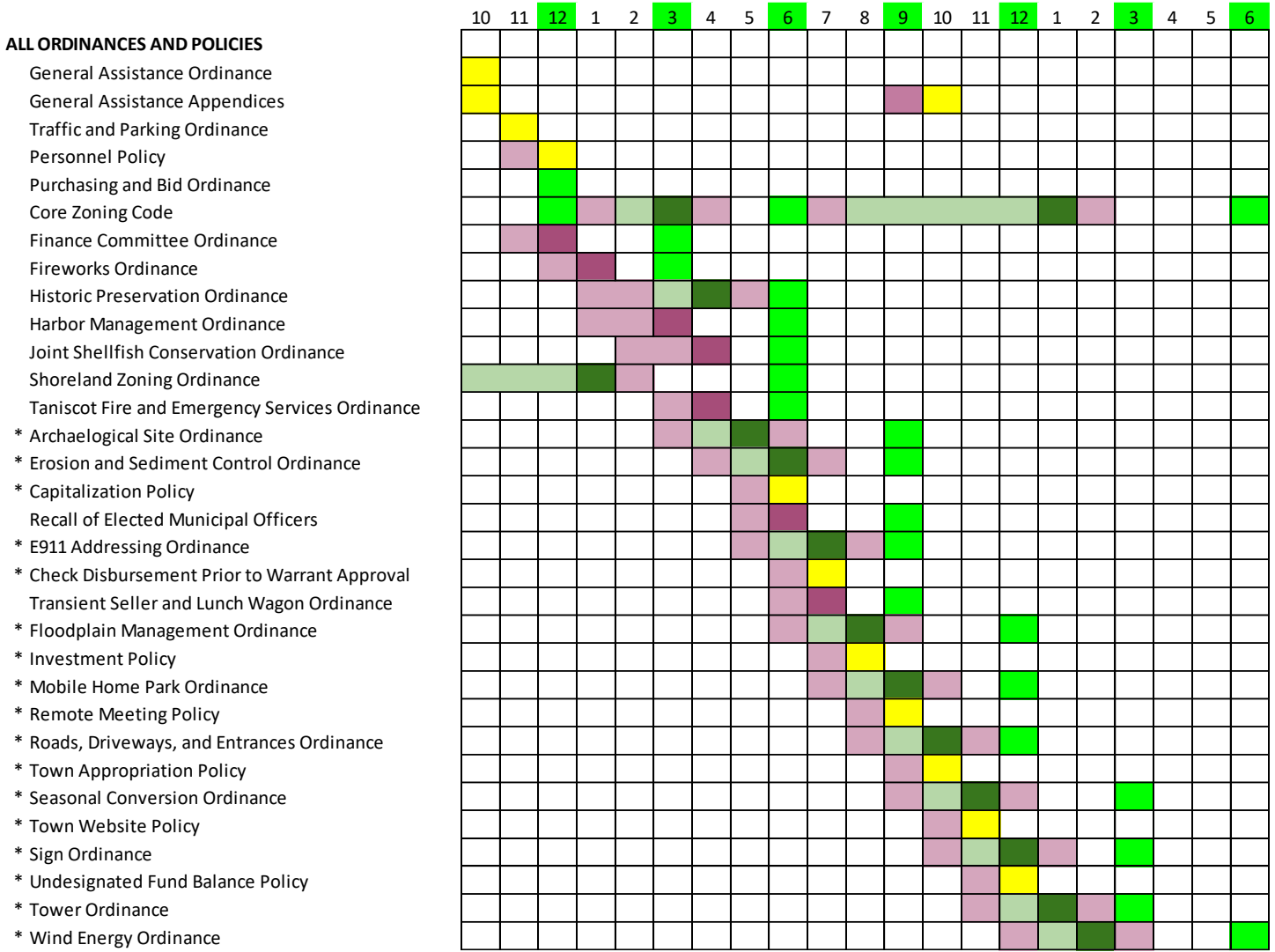
These are displayed by type of process to implement and then by order of month of introduction for when we would introduce to the Select Board. I've had more time with the general ordinances and a few of the land use ordinances. Where you see an asterisk *, I have not had a chance to prioritize or suggest which should come first. I will need some more time with staff before bringing back a recommended approach for those land use ordinances and policies.

	10	11	12	1	2	3	4	5	6	7	8	9	10	11	12	1	2	3	4	5	6	
GENERAL ORDINANCES																						
General Assistance Ordinance																						
General Assistance Appendices																						
Traffic and Parking Ordinance																						
Purchasing and Bid Ordinance																						
Finance Committee Ordinance																						
Fireworks Ordinance																						
Harbor Management Ordinance																						
Joint Shellfish Conservation Ordinance																						
Taniscot Fire and Emergency Services Ordinance																						
Recall of Elected Municipal Officers																						
Transient Seller and Lunch Wagon Ordinance																						

	10	11	12	1	2	3	4	5	6	7	8	9	10	11	12	1	2	3	4	5	6	
LAND USE ORDINANCES																						
Shoreland Zoning Ordinance																						
Core Zoning Code																						
Historic Preservation Ordinance																						
* Archaeological Site Ordinance																						
* Erosion and Sediment Control Ordinance																						
* E911 Addressing Ordinance																						
* Floodplain Management Ordinance																						
* Mobile Home Park Ordinance																						
* Roads, Driveways, and Entrances Ordinance																						
* Seasonal Conversion Ordinance																						
* Sign Ordinance																						
* Tower Ordinance																						
* Wind Energy Ordinance																						

	10	11	12	1	2	3	4	5	6	7	8	9	10	11	12	1	2	3	4	5	6	
POLICIES																						
Personnel Policy																						
* Capitalization Policy																						
* Check Disbursement Prior to Warrant Approval																						
* Investment Policy																						
* Remote Meeting Policy																						
* Town Appropriation Policy																						
* Town Website Policy																						
* Undesignated Fund Balance Policy																						

View 2: All Ordinance and Policies in Order by month of introduction



Ordinances and Policies

GENERAL ORDINANCES

- [Finance Committee Ordinance - Adopted 6/20/2016](#)
- [Fireworks Ordinance - Adopted 6/18/2012](#)
- [General Assistance Ordinance - Adopted 10/23/2023](#)
- [General Assistance Appendices - Updated 10/23/2023](#)
- [Harbor Management Ordinance - Revised 6/15/2015](#)
- [Joint Shellfish Conservation Ordinance - Adopted 6/12/2017](#)
- [Purchasing and Bid Ordinance - Adopted 11/2017](#)
- [Recall of Elected Municipal Officers - Adopted 3/28/2005](#)
- [Taniscot Fire & Emergency Services Ordinance - Adopted 6/21/2022](#)
- [Traffic and Parking Ordinance - Adopted 9/25/2023](#)
- [Transient Seller and Lunch Wagon Ordinance - Adopted 11/2017](#)

COMPREHENSIVE PLAN

- Comprehensive Plan - Effective 6/12/2018

LAND USE ORDINANCES

- Core Zoning Code - Effective 1/1/2021
- Archaeological Site Ordinance - Effective 1/1/2021
- Erosion and Sediment Control Ordinance - Effective 1/1/2021
- E911 Addressing Ordinance - Adopted 6/11/2011
- Floodplain Management Ordinance - Effective 1/1/2021
- FEMA Floodplain Management Ordinance - Adopted 6/15/2015
- Mobile Home Park Ordinance - Effective 1/1/2021
- Roads, Driveways, and Entrances Ordinance - Effective 1/1/2021
- Seasonal Conversion Ordinance - Effective 1/1/2021
- Shoreland Zoning Ordinance - Effective 1/1/2021
- Sign Ordinance - Adopted 6/24/2014
- Tower Ordinance - Effective 1/1/2021
- Wind Energy Ordinance - Adopted 6/11/2011

POLICIES

- Capitalization Policy - Adopted 12/28/2009
- Check Disbursement Prior to Warrant Approval - Adopted 7/9/2018
- Investment Policy - Adopted 12/22/2014
- Personnel Policy - Adopted 10/24/2022
- Remote Meeting Policy - Adopted 1/10/2022
- Town Appropriation Policy - Adopted 4/26/2010
- Town Website Policy - Adopted 8/8/2011
- Undesignated Fund Balance Policy - Amended 9/11/2023



Town of Newcastle

www.NewcastleMaine.us

Kevin L. Sutherland Town Manager

4 Pump Street **6A**
 PO Box 386
 Newcastle, ME 04553
 Tel. (207) 563-3441
 Fax. (207) 563-6995

FROM: Kevin L. Sutherland, Town Manager
 TO: Newcastle Select Board
 CC: Town Staff
 DATE: November 9, 2023
 RE: Updating Select Board List of Priorities

This memo is a follow-up to the three month review we briefly discussed at the October 23, 2023 Select Board meeting (see page 71 -74 of the [agenda and packet](#)). The Select Board held off on making modifications to the list until after we held a joint workshop with the Select Board from Damariscotta.

The result from that meeting was to collectively prioritize addressing **Housing Needs, Jointly Planned Development** efforts, and to create a long-range **Transportation Strategy**. Notes from that meeting are still forthcoming. Additionally, more work is necessary to develop timelines, engage with the communities and interested parties, and create policies and incentives that can be supported by the Select Boards. I do not want to lose sight of those ambitions and it will be important to think about the context of where those goals might fit into the goals of the Newcastle Select Board.

Select Board Tasks completed for FY2024 (as of 11/13/23)

- Hire a Town Manager
- Traffic and Parking Ordinance
- Fund Balance Policy
- Repeal (12/11) and replace the Purchasing and Bid Ordinance

TASKS AND TIMELINES FOR REMAINING ITEMS	11	12	1	2	3	4	5	6	7	8	9	10	11	12	1	2	3	
Downtown Traffing Planning	A	B																
Comp Plan Modifications/Implementation	C	D																
Ordinance and Policy Housekeeping	E	F																
Core Zoning Code Updates	G	H				I												
Shoreland Zoning and Conservation Commission	J						K											
Town Property Maintenance Schedule			L															

- A. In October, the Select Board supported a bid document seeking pre-engineering services for a redesign of Route 1B (Main Street) and part of Mill Rd. This would be a shared expense with the Maine Department of Transportation (MDOT) through the Village Partnership Initiative. The bids are due to the Town of Newcastle by December 11, 2023.
- B. The bid specifies this work would be for up to one year. Once we have a product ready, MDOT would have to include it in a future workplan.
- C. The Town Planner and Town Manager will be sharing the proposed changes to re-submit our Comprehensive Plan with the Select Board at the November 27th meeting. It has been taking us some time to prepare the document for public consumption.
- D. Ideally, once we get feedback from the Select Board, we'll look to gather additional public comments and approval (a March 2023 Special Town Meeting?) before submitting.

- E. A memo was drafted for discussion on 11/13. A follow-up discussion, review of changes, and vote of support will likely take place on 11/27.
- F. Currently proposed to review everything on the books by June of 2025.
- G. Some minor modifications were suggested by staff and the Select Board moved to the Planning Board for their recommendation. That recommendation will be coming to you on the 27th (after their meeting on the 16th). Additionally, the Planning Board is reviewing a few other modifications to the Core Zoning Code that you may want to consider for the warrant on 12/11.
- H. There may be some more edits between January and May when the Select Board would approve the warrant articles for Town Meeting.
- I. Annual Town meeting vote on any additional changes to the Core Zoning Code.
- J. The Planning Board is holding a special workshop on 11/30 to specifically discuss the Shoreland Zoning Code. This conversation will likely carry on for a few months before recommendations are sent to the Select Board for placement on a warrant
- K. Annual Town meeting vote on any changes to the Shoreland Zoning Code

TASKS PREVIOUSLY RECOGNIZED BY SELECT BOARD	11	12	1	2	3	4	5	6	7	8	9	10	11	12	1	2	3
Downtown Development Strategy*																	
Initiate a Charter Commission																	
Housing Development Strategy*																	
Island Road Classification																	
Short-term Rental Ordinance																	
Sand/Salt Shed Locations																	
Cable Franchise Agreement																	
Create a Cemetery Committee																	
Create a Finance Committee																	
Develop a Fish Ladder Agreement with Nobleboro																	
Explore additional funding opportunities for Broadband																	
Explore Municipal Solar Options																	
Historic Preservation Ordinance																	
Town Office Relocation Strategy																	
Update Harbor Ordinance																	

The tasks with an asterisk * were identified as priorities at the Joint workshop on October 30th with the Damariscotta Select Board. And as a reminder, “Downtown Development Strategy” down through “Sand/Salt Shed Locations” all received votes in the initial tally back in July. The remaining items did not receive any votes and are shared alphabetically.

Other Tasks that should be Considered	11	12	1	2	3	4	5	6	7	8	9	10	11	12	1	2	3
Collaboration with Damariscotta - Transportation*																	
PFAS mitigation / water quality requirements																	
DR-4719 - May Day Storm and Lynch Road minor span																	
Road Assessment Inventory (RSMS16)																	
Revised Emergency Management Plan																	

The two items above that I’ve identified known work for really need to remain at the top of my to do list for financial reimbursement and public safety reasons.

The list below is included to hopefully help show what we have been and continue to work on internally (above and beyond the goals of the Select Board).

Recognized Administrative Tasks for FY2024

Hire Tax Collector / Treasurer

Hire and train up Town Clerk

Website clean up (ongoing)

Budget vs. Actual monthly reports

Reserve Accounts analysis and reporting

Revising and implementing a new budget process

Contracts and litigation

Tracking of committee work and membership

Post Audits - creation of and update to fiscal policies

Naming conventions for filing

Procedure manuals for processes

Cross-training / backup on all administrative tasks

Jrnl	Invoice Description	Reference	Proj	Amount	Encumbrance
Description	Account				
00023 TREASURER, STATE OF ME-BMV					
0261	10/13 - 10/27/2023	BMV REPORTS	*** PAID ***	Check # 2593	
	10/13-10/20 - BMV Report	G 1-345-00		2,520.00	0.00
	GEN'L GOV. / STATE MV FEE				
	10/20 - 10/27 - BMV Repor	G 1-345-00		6,223.73	0.00
	GEN'L GOV. / STATE MV FEE				
		Invoice Total-		8,743.73	
0261	10/27 - 11/3/2023	BMV Report	*** PAID ***	Check # 2596	
	10/27-11/3 BMV Report	G 1-345-00		3,968.41	0.00
	GEN'L GOV. / STATE MV FEE				
		Invoice Total-		3,968.41	
		Vendor Total-		12,712.14	
		Prepaid Total-		12,712.14	
		Current Total-		0.00	
		Warrant Total-		12,712.14	

THIS IS TO CERTIFY THAT THERE IS DUE AND CHARGEABLE TO THE APPROPRIATIONS LISTED ABOVE AND YOU ARE DIRECTED TO PAY UNTO THE PARTIES NAMED IN THIS SCHEDULE.

DATE: 11/13, 2023

JOEL LIND _____
 TOR GLENDINNING _____
 RUFUS PERCY _____
 KAREN PAZ _____
 THOMAS KOSTENBADER _____

0.00 *
 8,743.73 +
 3,968.41 +
 12,712.14 *

Jrnl	Invoice Description	Reference	Proj	Amount	Encumbrance
Description	Account				
	PUB SAFETY - FIRE DEPT / PHONES				
			Vendor Total-	333.01	
01442 TOWN OF DAMARISCOTTA					
0275	Interlocal/Shared Planner	September			
	Interlocal Shared Planner	E 103-01-21		147.31	0.00
	PLANNING - COMPENSATION / DEVELOP ADM				
			Vendor Total-	147.31	
01503 U.S. BANK EQUIPMENT FINANCE, INC					
0275	COPIER LEASE/MAINT	#513251298			
	T.O. COPIER LEASE & MAINT	E 101-26-01		198.60	0.00
	GEN GOVT - LEASES / COPIER				
			Vendor Total-	198.60	
00155 USPS - NEWCASTLE					
0275	POSTAGE/CERTIFIED	Pre-paid 11/2	*** PAID ***	Check # 2594	
	Postage/Certified Mailing	E 101-25-05		74.56	0.00
	GEN GOVT - OPERATIONS / POSTAGE/ENV				
			Vendor Total-	74.56	
00355 VANASSE HANGEN BRUSTLIN, INC					
0275	Professional Services	Project 55718.0			
	Project #55718.00	G 1-604-00		9,205.30	0.00
	GEN'L GOV. / FEMA 4719				
			Vendor Total-	9,205.30	
			Prepaid Total-	457,327.56	
			Current Total-	77,808.94	
			Warrant Total-	535,136.50	

THIS IS TO CERTIFY THAT THERE IS DUE AND CHARGEABLE TO THE APPROPRIATIONS LISTED ABOVE AND YOU ARE DIRECTED TO PAY UNTO THE PARTIES NAMED IN THIS SCHEDULE.

DATE: 11/13, 2023

JOEL LIND _____
 TOR GLENDINNING _____
 RUFUS PERCY _____
 KAREN PAZ _____
 THOMAS KOSTENBADER _____

Jrnl	Invoice Description	Reference	Amount	Encumbrance
Description	Account	Proj		
00042 AMERICAN LEGION POST #42				
0275	PROVIDER AGENCY	Annual Appropri		
Annual Appropriation	E 102-89-09		450.00	0.00
	PUBLIC SRVCE - PROVIDER AGE / AMERICAN LEG			
	Vendor Total-		450.00	
00168 AOS 93-ADULT ED				
0275	PROVIDER AGENCY	Appropriation		
Annual Appropriation	E 102-89-23		8,812.00	0.00
	PUBLIC SRVCE - PROVIDER AGE / ADULT ED			
	Vendor Total-		8,812.00	
00348 AT&T MOBILITY				
0275	Hbr Master /Fire Chief	October Phones		
Hbr. Master Phone	E 103-25-18		42.77	0.00
	PLANNING - OPERATIONS / CELL PHONE			
Fire Chief Phone	E 105-05-09		44.79	0.00
	PUB SAFETY - FIRE DEPT / PHONES			
	Vendor Total-		87.56	
00033 CENTRAL MAINE POWER CO				
0275	Various Electric Accounts			
35013844770 - STR LIGHTS	E 105-57-02		56.33	0.00
	PUB SAFETY - INFRASTRUCT / ST. LIGHTS			
35013306861 - FLASHER	E 105-57-03		33.68	0.00
	PUB SAFETY - INFRASTRUCT / FLASHER RT 1			
35011988843 - T.O.	E 101-65-02		191.40	0.00
	GEN GOVT - TOWN OFFICE / ELECTRICITY			
35011641467 - F.D.	E 105-66-02		100.39	0.00
	PUB SAFETY - FIRE STA/COM / ELECTRICITY			
35015543313 - BIRD	E 101-67-02		39.17	0.00
	GEN GOVT - BIRD PLAYGR / ELECTRICITY			
35015543750 - SHPS FD	E 105-68-02		34.51	0.00
	PUB SAFETY - SHEEPSCT STA / ELECTRICITY			
35016922797 - SANDLOT	E 107-40-01		30.91	0.00
	PUBLIC WORKS - FACILITIES / ELECTRICITY			
30012720394 - AC HL STR L	E 105-57-02		48.04	0.00
	PUB SAFETY - INFRASTRUCT / ST. LIGHTS			
	Vendor Total-		534.43	
00282 CHERYL CLIFFORD				
0275	Reimbursement for Food	11-7-2023		
Election Day Food	E 101-25-95		56.89	0.00
	GEN GOVT - OPERATIONS / SUPPLIES			
	Vendor Total-		56.89	
01326 CLC YMCA				
0275	PROVIDER AGENCY	Appropriation		
Annual Appropriation	E 111-89-10		5,000.00	0.00
	AVAILABLE - PROVIDER AGE / CLC YMCA			
	Vendor Total-		5,000.00	
01514 COASTAL KIDS PRESCHOOL				
0275	PROVIDER AGENCY	Appropriation		
Annual Appropriation	E 102-89-11		2,000.00	0.00
	PUBLIC SRVCE - PROVIDER AGE / COASTAL KIDS			
	Vendor Total-		2,000.00	
00074 COLBY & GALE				
0275	Accts. 17988 / 9530	Fuel/Propane		
SHEEPSCT STATION FUEL	E 105-68-01		314.45	0.00
	PUB SAFETY - SHEEPSCT STA / HEATING FUEL			
FIRE CO VEHICLE FUEL	E 105-05-60		424.78	0.00
	PUB SAFETY - FIRE DEPT / VEH GAS/OIL			

Jrnl	Invoice Description	Reference	Amount	Encumbrance
Description	Account	Proj		
HOT DAWG MODINE INSTALL	E 101-99-99		4,515.53	0.00
GEN GOVT - MISC / CONTINGENCY				
Vendor Total-			<u>5,254.76</u>	
00380 Constellation Newenergy, Inc.				
0275 Various Electrical Accts				
35013844770 - St Lights	E 105-57-02		95.80	0.00
PUB SAFETY - INFRASTRUCT / ST. LIGHTS				
35015543750 - Shps FD	E 105-66-02		2.69	0.00
PUB SAFETY - FIRE STA/COM / ELECTRICITY				
35011641467 - Fire Co.	E 105-66-02		57.39	0.00
PUB SAFETY - FIRE STA/COM / ELECTRICITY				
35013306861 - Flasher Rt1	E 105-68-02		4.64	0.00
PUB SAFETY - SHEEPSCT STA / ELECTRICITY				
35015543313 - H. Bird	E 101-67-02		12.35	0.00
GEN GOVT - BIRD PLAYGR / ELECTRICITY				
Vendor Total-			<u>172.87</u>	
00368 CYNTHIA PARKER				
0275 BALLOT CLERK (11hrs)	11-7-2023			
11hrs x 13.80 Ballot Cler	E 101-01-07		151.80	0.00
GEN GOVT - COMPENSATION / ELECTION WRK				
Vendor Total-			<u>151.80</u>	
00252 DIMAURO ELECTRIC INC				
0275 Inv #5550 - Install	HotDawgModine			
Sheepsct Station Install	E 101-99-99		444.05	0.00
GEN GOVT - MISC / CONTINGENCY				
Vendor Total-			<u>444.05</u>	
01615 ECUMENICAL FOOD PANTRY				
0275 PROVIDER AGENCY	Appropriation			
Annual Appropriation	E 102-89-14		500.00	0.00
PUBLIC SRVCE - PROVIDER AGE / ECUMEN FOOD				
Vendor Total-			<u>500.00</u>	
00314 EES Consulting Inc				
0275 IT Services - July	Inv. 8595			
IT Services - July Invoic	E 101-25-09		495.00	0.00
GEN GOVT - OPERATIONS / COMP SUPPORT				
Vendor Total-			<u>495.00</u>	
00397 EMMA MCKEARNEY				
0275 MMA Conference-FOAA	Mileage/Notary			
Mileage Reimbursement	E 101-25-75		84.36	0.00
GEN GOVT - OPERATIONS / MILEAGE				
Notary Stamp Reimbursemen	E 101-25-95		69.36	0.00
GEN GOVT - OPERATIONS / SUPPLIES				
Vendor Total-			<u>153.72</u>	
00089 FIRE TECH & SAFETY OF N.E. INC				
0275 INV#217650	INNOTEX			
INV#217650 - INNOTEX	E 105-05-45		1,368.66	0.00
PUB SAFETY - FIRE DEPT / PPE				
Vendor Total-			<u>1,368.66</u>	
00011 GREAT SALT BAY SANITARY DIST.				
0275 River Rd/16 Hydrants	CID: 1716			
(16) HYDRANTS	E 105-57-01		4,110.34	0.00
PUB SAFETY - INFRASTRUCT / HYDRANTS				
Vendor Total-			<u>4,110.34</u>	
00803 HEALTHY KIDS				
0275 PROVIDER AGENCY	Appropriation			
Annual Appropriation	E 102-89-15		1,700.00	0.00

Jrnl	Invoice Description	Reference	Amount	Encumbrance
Description	Account	Proj		
PUBLIC SRVCE - PROVIDER AGE / HEALTHY KIDS				
Vendor Total-			1,700.00	
00296	JESSICA "KOHL" KANWIT			
0275	BALLOT CLERK (14hrs)	11-7-2023		
	\$13.90 x 14hrs Ballot Cl	E 101-01-07	193.20	0.00
GEN GOVT - COMPENSATION / ELECTION WRK				
Vendor Total-			193.20	
00318	LCTV			
0275	Planning Board 10/19/2023	Inv#508		
	Video Recordings	E 101-25-81	100.00	0.00
GEN GOVT - OPERATIONS / VIDEO RECORD				
Vendor Total-			100.00	
01074	LINCOLN COUNTY			
0275	2023 TAX COMMITMENT	ANNUAL FEE	*** PAID ***	Check # 2595
	ANNUAL TAX COMMITMENT FEE	E 115-15-01	457,253.00	0.00
COUNTY - COUNTY TAX / COUNTY TAX				
Vendor Total-			457,253.00	
00013	LINCOLN COUNTY NEWS			
0275	ADS - GA Ord. / PB Subdiv	P203390		
	Ads - GA Ord. /PB Subdivi	E 101-25-55	100.00	0.00
GEN GOVT - OPERATIONS / ADS				
Vendor Total-			100.00	
00121	LOUIS DOE, INC.			
0275	Turnbuckle Jaw/Eye	Inv2310-298867		
	Inv2310-298867	E 107-43-04	45.98	0.00
PUBLIC WORKS - GEN CONTRCTR / MATERIAL				
Vendor Total-			45.98	
01562	MAINE PUBLIC BROADCASTING NETWORK			
0275	PROVIDER AGENCY	Appropriation		
	Annual Appropriation	E 102-89-18	100.00	0.00
PUBLIC SRVCE - PROVIDER AGE / MAINE BROADC				
Vendor Total-			100.00	
00218	MIDCOAST CONSERVANCY			
0275	PROVIDER AGENCY	Appropriation		
	Annual Appropriation	E 102-89-13	3,000.00	0.00
PUBLIC SRVCE - PROVIDER AGE / MIDCOAST CON				
Vendor Total-			3,000.00	
01180	MIDCOAST MAINE COMMUNITY ACTION			
0275	PROVIDER AGENCY	Appropriation		
	Annual Appropriation	E 102-89-19	1,500.00	0.00
PUBLIC SRVCE - PROVIDER AGE / MMCA				
Vendor Total-			1,500.00	
00360	MODERN PEST SERVICES			
0275	EcoCare Choice Program	Pest Removal		
	PEST REMOVAL-ACCT#267722	E 101-65-04	103.00	0.00
GEN GOVT - TOWN OFFICE / MAINT/REPAIR				
Vendor Total-			103.00	
00347	NANCY BAGLEY			
0275	BALLOT CLERK (4hrs)	11-7-2023		
	\$13.80 x 4hrs Ballot Cle	E 101-01-07	55.20	0.00
GEN GOVT - COMPENSATION / ELECTION WRK				
Vendor Total-			55.20	
00383	NAPA AUTO PARTS			
0275	Newcastle Fire Co	Inv#173943		
	Inv#173943	E 105-05-42	3.69	0.00

Jrnl	Invoice Description	Reference	Amount	Encumbrance
Description	Account	Proj		
	PUB SAFETY - FIRE DEPT / EQ/VEH MAINT			
	Vendor Total-		3.69	
00386 NAPA AUTO PARTS (WISCASSET)				
0275 Newcastle Fire Co	Inv#200003426			
Fire Co - Battery	E 105-05-42		231.78	0.00
	PUB SAFETY - FIRE DEPT / EQ/VEH MAINT			
	Vendor Total-		231.78	
00804 NEW HOPE MIDCOAST				
0275 PROVIDER AGENCY	Appropriation			
Annual Appropriation	E 102-89-20		996.00	0.00
	PUBLIC SRVCE - PROVIDER AGE / NEW HOPE FOR			
	Vendor Total-		996.00	
00405 NORTHEAST COFFEE COMPANY				
0275 Water for PFAS Residents	3 Sep. Accounts			
Adam Main Account	E 101-99-99		131.70	0.00
	GEN GOVT - MISC / CONTINGENCY			
Will ONeal Account	E 101-99-99		36.75	0.00
	GEN GOVT - MISC / CONTINGENCY			
Jeff Sullivan Account	E 101-99-99		176.95	0.00
	GEN GOVT - MISC / CONTINGENCY			
	Vendor Total-		345.40	
00109 PROPERTY CARE PLUS, INC				
0275 Various Mowings	Inv #051051			
Various Mowings	E 101-70-02		355.00	0.00
	GEN GOVT - CEMETERIES / MOWING			
	Vendor Total-		355.00	
00287 REGIONAL RUBBISH REMOVAL INC				
0275 MONTHLY TRASH PICK-UP	October			
October Trash Pick-up	E 101-65-04		8.00	0.00
	GEN GOVT - TOWN OFFICE / MAINT/REPAIR			
	Vendor Total-		8.00	
00321 SBA TOWERS X, LLC				
0275 CUSTOMER#ME24363-A-05	November Invoic			
November Invoice	E 105-05-25		97.39	0.00
	PUB SAFETY - FIRE DEPT / COMMUNICATN			
	Vendor Total-		97.39	
00395 SEACOAST SECURITY INC.				
0275 MONITORING	Town Office			
Town Office Monitoring	E 101-65-04		30.00	0.00
	GEN GOVT - TOWN OFFICE / MAINT/REPAIR			
	Vendor Total-		30.00	
00175 SKIDOMPHA LIBRARY				
0275 PROVIDER AGENCY	Appropriation			
Annual Appropriation	E 102-89-21		27,612.00	0.00
	PUBLIC SRVCE - PROVIDER AGE / SKIDOMPHA LI			
	Vendor Total-		27,612.00	
00170 SPECTRUM GENERATIONS				
0275 PROVIDER AGENCY	Appropriation			
Annual Appropriation	E 102-89-22		1,756.00	0.00
	PUBLIC SRVCE - PROVIDER AGE / SPECTRUMS GE			
	Vendor Total-		1,756.00	
00189 TIDEWATER TELECOM INC				
0275 PHONE LINES				
TOWN OFFICE LINES	E 101-65-05		217.80	0.00
	GEN GOVT - TOWN OFFICE / TELEPHONES			
FIRE DEPT	E 105-05-09		115.21	0.00