

Select Board & Board of Assessors Meeting - Agenda
April 9, 2024, 7:00pm
Fire Station Community Room, 86 River Rd

- 1. Call to Order**
- 2. Amendments to the Agenda**
- 3. Minutes of the previous meeting**
 - a. March 25, 2024
- 4. Public Comments on Items Not on the Agenda**
- 5. New Business**
 - a. Abatement
 - b. Ballot Question – Restructuring of GSB School District
 - c. Standard Lease Approval of Intertidal Location
- 6. Unfinished Business**
 - a. Appointment to the Board of Appeals
 - b. Additional Amendments to the FY25 budget
- 7. Town Manager Report and Communications**
- 8. Fiscal Warrants**
 - a. FY24 Nineteenth AP Warrant: \$35,099.06
- 9. Executive Session**
 - a. None
- 10. Future Agenda Items**
 - a. Fish Ladder Agreement
 - b. Ground Lease Agreement
 - c. Harbor Management Ordinance
- 11. Adjournment of Meeting**

Manager commentary for April 9th, 2024 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 – Abatement

Manager’s Commentary: On [PAGE 5](#) is an abatement for your consideration. The reason for this \$117.53 abatement request is because there was an error in the acreage that affects the value of the parcel.

A Possible Motion: ***“To authorize an abatement for Tasneem Zaidi in the amount of \$117.53”***

New Business Item: 5B – Ballot Question – Restructuring of GSB School District

Manager’s Commentary: See [PAGE 6](#) for an email from Lynsey Johnston, AOS#93 Superintendent about the ballot question ([PAGE 7](#)) that would approve a school administrative reorganization plan prepared by the Great Salt Bay Reorganization Planning Committee (Draft on [PAGE 8](#)). The board will need to take action with the specific language either this evening or on April 22nd. This would also show up on the full ballot and the Town Meeting articles we’re preparing for your April 22nd meeting with the overall approval of the warrant. Lynsey has been invited to attend to answer any questions.

Motion Required: ***“That it be and is hereby Ordered that pursuant to Title 30-A, Section 2528 of the Maine Revised Statutes, the Article set forth below be placed on the ballot of a municipal referendum election of the Town of Newcastle, to be held on Tuesday, June 11, 2024; that the Warrant for the municipal referendum election be approved in the form presented to at this meeting; and that an attested copy of this Order be placed on file with the Town Clerk of the Town of Newcastle:”***

Article 3: ***Do you favor approving the school administrative reorganization plan prepared by the Great Salt Bay Reorganization Planning Committee to reorganize the Great Salt Bay Community School District, the Town of Bremen Municipal School Unit, the Town of Damariscotta Municipal School Unit, and the Town of Newcastle Municipal School Unit into a regional school unit, with an effective date of July 1, 2025?***

Dated: April 9, 2024

New Business Item: **5C – Standard Lease Approval of Intertidal Location**

Manager’s Commentary: On [PAGE 26](#) is a site report related George Faux’s application for a standard lease for the suspended culture of oysters. The Department of Marine Resources is the authorizing body for Standard Lease approvals; however, I’ve highlighted on Page 14 of the report (or [PAGE 39](#) of the packet) the part where municipal officers (the Select Board) has some authority and will need to take action. A part of his experimental lease was identified to be in the intertidal and therefore he’ll need both consent from the upland landowner (Coastal Rivers Conservation Trust) as well as the municipality through its elected officers.

George had his hearing at the end of March but did not have the proper documentation for this. On [PAGE 41](#) is an email from Joshua Rozov, Resource Management Coordinator with the Maine Department of Marine Resources explaining in greater detail what exactly he needs.

Sarah Gladu, Director of Education and Community Science for Coastal Rivers Conservation Trust is providing or has already provided George with a letter of consent.

My path was to first research the Shellfish Conservation Ordinance to verify they are not the first step and then share my findings with George ([PAGE 43](#)), the chair and vice-chair of the shellfish conservation committee and others ([PAGE 44](#)). This email was responded to by the Town Manager in Damariscotta ([PAGE 45](#)) which helped clarify that this really is the decision of the Newcastle Select Board. Thanks Andy.

A possible motion: ***“To consent to George Faux Inc’s request to have a standard lease of suspended culture oysters that has a corner of the DMR recognized site within an intertidal location.”***

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 – Appointment to the Board of Appeals

Manager’s Commentary: A bit of delay from January in re-appointment to the Appeals Board. Leonardo M De Azevedo had served on the Appeals Board with a term that expired June 30, 2023. We had spoken about re-appointment or exploring other boards back in December but lost contact. He recently communicated with us that he’d be interested in returning to serve on the Board of Appeals. We currently have 2 appointees serving through June of 2024 and 2 appointees through June of 2025. Had he been re-appointed in June of 2023, it would have been for an appointment through 2026 (and keeping with the staggered three year terms outlined on Page 92 of the [Core Zoning Code](#)).

A Possible Motion: ***“To re-appoint Leonardo M De Azevedo to the Board of Appeals with a term expiring June 30, 2026.”***

Unfinished Business Item: 6B – Additional Amendments to the FY25 budget

Manager’s Commentary: On March 11th, 2024, the Town Manager gave a presentation on the budget. The Select Board and the Finance Committee met in workshops on March 6th, March 13th, and March 20th to hear from provider agencies, staff, and a comprehensive review of the budget. At their March 25th regular meeting, the Select Board made some additional changes to the budget and chose to hold an additional workshop on Capital Roads before making any recommended changes to that part of the budget. On April 1st, the Select Board held another workshop to review their options. [PAGE 46](#) is a memo outlining the elements of the Capital Road projects for FY25 that was derived from that workshop conversation. Additionally, there are some updates to the Education portion of the budget. While these aren’t final and the board has limited control over these numbers, it’s helpful to have the board track these changes. See [PAGE 48](#) for the list of changes approved on March 25th (“Yes”) as well as several other **motions/changes that should be considered on April 9th**. Finally, there’s a budget summary document showing a scenario where all currently known budget amendments are approved ([PAGE 49](#)). Staff will translate the final motions changes made on April 9th for the warrant articles to be considered on April 22nd.

If you’d like to follow along or develop your own budget scenario, click this [LINK](#) for a FY25 Newcastle version 4 of the budget calculator (excel download).

Fiscal Warrants: 8A – FY24 Nineteenth AP Warrant

Manager Commentary: This can be found starting on [PAGE 50](#).

A Possible motion: ***“To approve the nineteenth FY24 AP Warrant for \$35,099.06.”***

**TOWN OF NEWCASTLE
BOARD OF ASSESSOR ABATEMENT**

WE HEREBY CERTIFY, that the accounts listed, contain a list of the valuations of the estates, Real and Personal, to be abated for the fiscal year 2023-2024, located in the Town of Newcastle.
(numbering continued from previous abatement lists, if applicable)

Fiscal Year Reason	Name	Acct#	\$ Valuation	\$ Amount
2023-2024 004 Correction of acreage	Zaidi, Tasneem	RE 1061	7,300	117.53

Total \$ 117.53

Year to Date \$ 559.13

IN WITNESS THEREOF, We have given under our hand April 9, 2024

Joel Lind

Karen Paz

Tor Glendinning

Rufus Percy

Thomas Kostenbader



Town Manager <townmanager@newcastlemaine.us>

school district info- restructure, budget etc

Lynsey Johnston <ljohnston@aos93.org>

Tue, Mar 26, 2024 at 5:31 PM

To: Andrew Dorr <adorr@damariscottame.com>, Kevin Sutherland <townmanager@newcastlemaine.us>, Melanie Pendleton <Melaniependleton62@gmail.com>

Hi Melanie, Andy, and Kevin-

First, thank you as always for working with me on school matters! I have a few things here for you:

- Peter let me know you are looking for draft secondary and GSB budgets for your review. I have scheduled a GSB special meeting and also the three secondary meetings for Friday during the day in order to get those reviewed and hopefully moving along with fairly firm numbers for you!
- The GSB reorganization committee is going to review the draft formation agreement on Friday at 1:30pm. It is not a start from scratch process- we have a template with starter details already in place, so hopefully it won't be extensive work. Again, this is an easier combination since we do not operate a high school. I'd like to officially invite each of you (or a rep from your office if you want them instead) to participate in that. We are meeting in person at Coastal Rivers Conservation Trust however I am able to send a zoom link if you want to participate but cannot come over in person. I'd be happy to send over the draft agreement and you can also just send comments to me and I will share them with the committee if that works. Please let me know if you are willing and able to be involved in this process!
- I have language attached to this email for the Select Board to approve so that the RSU formation can be added to the town warrant. It is what came from our lawyers to keep consistency among the three towns, but if you want an adjustment please just let me know. As long as it doesn't change the content, I'm happy for you to make it work for you! My understanding is that the Select Boards meet on April 3 (Damariscotta), April 4 (Bremen), and April 8 (Newcastle). If this can get approved at those meetings, then we will meet the April 11 deadline that I believe you have for items on the June 11 vote. Again, please let me know if my dates/deadlines are wrong- I'm happy to do what you need to make it work for you!

Lynsey Johnston
 Superintendent, AOS #93
 767 Main St Suite 2
 Damariscotta, ME 04543

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 **Order for Select Boards.docx**
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ORDER

Voted: That it be and is hereby Ordered that pursuant to Title 30-A, Section 2528 of the Maine Revised Statutes, the Article set forth below be placed on the ballot of a municipal referendum election of the Town of _____, to be held on Tuesday, June 11, 2024; that the Warrant for the municipal referendum election be approved in the form presented to at this meeting; and that an attested copy of this Order be placed on file with the Town Clerk of the Town of _____:

Article XX: Do you favor approving the school administrative reorganization plan prepared by the Great Salt Bay Reorganization Planning Committee to reorganize the Great Salt Bay Community School District, the Town of Bremen Municipal School Unit, the Town of Damariscotta Municipal School Unit, and the Town of Newcastle Municipal School Unit into a regional school unit, with an effective date of July 1, 2025?

Dated: _____, 2024

Reorganization Plan

School Administrative Units (“SAUs”) Submitting Plan: Great Salt Bay Community School District (“GSB CSD”), Town of Bremen Municipal School Unit, Town of Damariscotta Municipal School Unit, and Town of Newcastle Municipal School Unit.

Contact Information: Lynsey Johnston, Superintendent

Date Submitted: March 29, 2024

Proposed Operational Date: July 1, 2025

DRAFT

Formation of the Great Salt Bay Regional School Unit (“RSU”)

1. Units of school administration (“SAUs”) to be included in the proposed reorganized regional school unit

- A. Great Salt Bay Community School District
- B. Town of Bremen Municipal School Unit
- C. Town of Damariscotta Municipal School Unit
- D. Town of Newcastle Municipal School Unit

2. The size, composition, and apportionment of the governing body

- A. Size. The RSU board of directors shall consist of nine (9) members.
- B. Composition.
 Bremen: Three (3) directors
 Damariscotta: Three (3) directors
 Newcastle: Three (3) directors
- C. Apportionment. Apportionment shall be pursuant to 20-A M.R.S. § 1472(4) – Method D: other. Under this method, each board seat shall have residency restricted to a designated member municipality, but to comply with one person/one vote requirements, each director shall be elected at-large by all of the voters in the RSU in an election conducted on the same date.
 - i. Allocation of Residency-Restricted Seats (all seats elected at-large).

Residency restriction:	Number of at-large seats
Bremen	3
Damariscotta	3
Newcastle	3
Total Board Seats	9

- ii. Initial Board of Directors.
 The initial Board of Directors shall be elected following a certificate of organization in accordance with Title 20-A, § 1472-A, and the special provisions of **Exhibit A**, attached.
- iii. Staggered Initial Terms.
 The initial directors elected to the RSU board shall meet and draw lots for their term lengths. Three (3) of the directors shall serve a one-year term, three (3) of the directors shall serve a two-year term, and three (3) of the directors shall serve a three-year term. The directors shall serve these terms and any additional

period until the next regular at-large election under **Exhibit A**. Thereafter, the directors terms of office are as established in **Exhibit A**.

3. The method of voting of the governing body

Each director has one vote.

A quorum needs five (5) members.

Voting needs five (5) members to pass a motion.

4. The composition, powers, and duties of local school committees to be created

This item is not applicable.

5. The disposition of real and personal school property

A. Real Property and Fixtures. All real property interests, including without limitation land, buildings, other improvements to realty, easements, option rights, first refusal rights and purchase rights, and all fixtures, of the school administrative units shall be property of the RSU. The RSU may require such deeds, assignments, or other instruments of transfer as in its judgment are necessary to establish the RSU's right, title, and interest in such real property and fixtures.

B. Personal Property. All other school tangible personal property, including movable equipment, furnishings, textbooks and other curriculum materials, supplies, inventories, and software shall become property of the RSU, and the RSU shall effectuate and obtain bills of sale or transfer, assignments, or other instruments of transfer as in its judgment are necessary to establish its right, title, and interest in such personal property.

6. The disposition of existing school indebtedness and lease-purchase obligations if the parties elect not to use the provisions of Section 1506 regarding the disposition of debt obligations

A. Existing Bonds, Notes, and Lease Purchase Agreements that the Regional School Unit Will Assume. The RSU shall assume liability to pay the existing bonds, notes, and lease purchase agreements of Great Salt Bay Community School District as may be outstanding on the effective date of organization, as listed in **Exhibit B**.

B. Existing Bonds, Notes, and Lease Purchase Agreements that the Regional School Unit will not Assume. None. The Towns of Bremen, Damariscotta, and Newcastle have no existing bonds, notes, and lease purchase agreements for school purposes.

- C. New Bonds, Notes, and Lease Purchase Agreements that the Regional School Unit will Assume. In the event of an unexpected casualty or other loss of school property requiring a member of the RSU to issue new bonds, notes, or lease purchase agreements prior to the operational date, the RSU shall assume that obligation as of the operational date if (a) the obligation is issued by Great Salt Bay Community School District, or (b) prior to that obligation being issued by the municipal school unit member, the school committee of the Great Salt Bay Community School District votes to approve the RSU's assumption of that obligation.

7. The assignment of school personnel contracts, school collective bargaining agreements and other school contractual obligations

- A. School Personnel Contracts. A list of all written individual employment contracts to which each of the existing SAUs is a party is attached as **Exhibit C-1**. Individuals on the list who are employed on the day before the operational date shall become employed by the RSU as of the operational date. Any unexpired contracts for personnel included on the list shall be assumed by the RSU as of the operational date, and the RSU may enter new contracts with personnel whose contracts have expired as of the operational date. This provision does not prevent the existing SAUs from terminating or non-renewing the contracts of employees in accordance with applicable law prior to the operational date of the RSU. This list shall be updated and made final no later than the day before the operational date of the RSU.

A list of all employees of the existing SAUs who do not have written individual employment contracts is attached as **Exhibit C-2**. Individuals on the list who are employed on the day before the operational date shall become employed by the RSU as of the operational date. This list shall be updated and made final no later than the day before the operational date of the RSU.

The duties and assignments of all employees transferred to the RSU shall be determined by the Superintendent of the RSU or his/her designee.

- B. School Collective Bargaining Agreements. The collective bargaining agreements listed in **Exhibit D**, to which the SAUs are a party, shall be assumed by the RSU as of the operational date.
- C. Other School Contractual Obligations. A list of all other contracts to which the SAUs are a party and will be in effect as of the operational date is attached as **Exhibit E**.

8. The disposition of existing school funds and existing financial obligations, including undesignated fund balances, trust funds, reserve funds and other funds appropriated for school purposes

- A. Existing Financial Obligations. Existing financial obligations shall be governed by this plan. Existing financial obligations include the following:
- i. All accounts payable;
 - ii. To the extent not included as accounts payable, any financial obligations which under generally accepted accounting principles would be considered expenses of the SAUs for any year prior to the year the RSU becomes operational, whether or not such expenses were budgeted by the RSU; and
 - iii. All other liabilities arising under generally accepted accounting principles that can be reasonably estimated and are probable.

Each SAU shall satisfy its existing financial obligations from all legally available funds. If an SAU has not satisfied all of its existing financial obligations, the SAU shall transfer sufficient funds to the RSU to satisfy its remaining existing financial obligations, and the RSU board shall be authorized to satisfy those existing financial obligations on behalf of the SAU. If the SAU does not transfer to the RSU sufficient funds to satisfy its existing financial obligations, then to the extent permitted by law, the RSU board may satisfy those obligations from balances that the SAU transfers to the RSU. If the available balances transferred are insufficient to satisfy the SAU's existing financial obligations, or are not legally available for that purpose, the RSU board may take any action permitted by law so that all of the municipalities of the RSU are treated equitably with respect to the unsatisfied existing financial obligations of an SAU. For example, to the extent permitted by law, the RSU board may satisfy the unpaid existing financial obligations of an SAU in the same manner and with the same authority as for unassumed debt under the provisions of 20-A M.R.S. § 1506(4).

Additionally, to the extent permitted by law, if in the judgment of the RSU board it must raise funds from all its members to satisfy existing financial obligations of an SAU, the RSU board also shall be authorized to raise additional amounts for the purpose of making equitable distributions (which may be made in the form of credits against assessed local shares of the RSU's approved budget) to those RSU members that would otherwise bear costs attributable to unsatisfied existing financial obligations of an SAU for which they had no financial responsibility. The intent of the preceding sentence is that financial responsibility for unsatisfied existing financial obligations of an SAU be borne by its members and not by the other members of the RSU.

- B. Remaining balances. School fund balances shall only be used for school purposes and shall not be transferred to any other accounts or funds. The balance remaining in SAU school accounts after the SAU has satisfied existing financial obligations in accordance with this plan shall be paid to the treasurer of the RSU, verified by audit as deemed appropriate under generally accepted accounting standards.
- C. Reserve Funds. School reserve funds shall be used only for school purposes and shall not be used for any other purpose or transferred to any non-school account or fund. SAUs shall transfer remaining balances of reserve funds to the RSU. Unless otherwise provided by applicable law, a transferred reserve fund shall be used in accordance with its original purpose to a school or schools of the RSU. Transferred reserve funds shall

- be subject to 20-A M.R.S. § 1491, except that the transfer of funds in a reserve fund or a change in purpose of the fund may only occur in such manner that the funds continue to benefit the SAU that transferred that reserve fund to the RSU.
- D. Scholarship Funds. The SAUs shall transfer all scholarship funds to the RSU. Scholarships will be limited to the original pool of potential recipients unless otherwise provided by the donor or applicable law.
- E. Trust Funds. The SAUs shall transfer trust funds to the RSU. The RSU board shall be deemed the successor trustees for all purposes, except as provided by the trust or by applicable law.
- 9. A transition plan that addresses the development of a budget for the first school year of the reorganized unit and interim personnel policies**
- A. Transition Plan for Budget Development.
- i. Initial Board. See Section (2)(C)(ii).
 - ii. Selection of Superintendent. The RSU board shall select a superintendent of schools in accordance with 20-A M.R.S. § 1051. During the interim period, the salary, office, and other expenses of the superintendent, as well as the cost of the school unit board, including insurance, shall be allocated to the member municipalities in accordance with Section 13(A).
 - iii. Budget for First Operational Year. The RSU board shall propose and approve a recommended budget in accordance with 20-A M.R.S. § 1482 for the first operational year for submission to the voters of the RSU. The budget format, approval procedures, and assessments for the RSU's first operational year budget shall be in accordance with 20-A M.R.S. § 1482-1489. The RSU board shall have all the necessary authority for these purposes. This shall be considered the first year of the use of the budget validation referendum process for purposes of determining the continued use of the budget validation referendum process every three years pursuant to 20-A M.R.S. § 1486(1).
 - iv. All Other Action. The initial RSU board shall be authorized to take all other actions and shall have all other authority provided under state law to prepare for the RSU to become operational on July 1, 2025. In either case, such authority shall include the authority to open and maintain accounts, and to incur necessary expenses, to be allocated among the RSU municipalities in accordance with the Section 13 (A).
- B. Transition Plan for Personnel and Other Policies. All personnel and other policies existing in the previous SAUs shall continue to apply to the same employment positions upon formation of the RSU. After the operational date, the RSU board and superintendent shall develop and adopt RSU-wide policies in accordance with applicable

10. Documentation of the public meeting or public meetings held to prepare or review the reorganization plan

The Reorganization Planning Committee held a public meeting on March 29, 2024. Minutes of said meeting are attached as Exhibit F.

11. An explanation of how units that approve the reorganization plan will proceed if one or more of the proposed members of the regional school unit fail to approve the plan

Pursuant to 20-A M.R.S. § 1461(6)(B), the reorganization plan is approved by the member municipalities of Great Salt Bay Community School District if a majority of votes cast in the member municipalities is in favor of approval of the plan. Approval results in all member municipalities joining the RSU for all purposes for kindergarten to grade 12.

12. An estimate of the cost savings to be achieved by the formation of a regional school unit and how these savings will be achieved

A. Essential Programs and Services (“EPS”) Cost Savings. The result in the EPS public school funding model is a savings for the local contribution (for Bremen only) and a subsequent increase in the overall State contribution in the amount of just over \$89,000. The reason for the local reduction and subsequent increase to the State share, is a change to the amount of the minimum payer adjustment that the town of Bremen is eligible for as the only town contributing less than the mill rate cap in the newly formed RSU.

B. Other Cost Savings. We estimate that the formation of the RSU will result in cost savings of approximately \$30,000 for individual fiscal management software.

13. Such other matters as the governing bodies of the municipalities in existence on the effect date of this chapter may deem to be necessary

A. Cost Sharing. The member municipalities shall be responsible for their respective required local contributions to the RSU’s contribution to the total allocation determined under the State’s Essential Programs and Services Model. The member municipalities shall be responsible to share the additional costs of the RSU in proportion to their subsidizable pupil counts for purposes of determining state subsidy (see Section 4(A) of the ED279).

B. Amending the cost sharing formula. The method of sharing local (non-EPS) costs of the RSU may be changed pursuant to 20-A M.R.S. § 1301(3) by amendment effective after three fiscal years.

- C. Tuition Contracts and School Choice. There are no tuition contracts in existence as of the date of submission of this Plan. School choice existing in a town prior to the formation of the RSU shall continue after the operational date. 20-A M.R.S. § 1479 affirmatively provides that a municipality that does not maintain a school or contract for education shall continue to pay tuition. The RSU shall pay the tuition up to the RSU's tuition rate, and the municipality is responsible for the difference in tuition when it exceeds that rate (the tuition rate charged by the receiving school is subject to a statutory maximum).
- D. Claims and Insurance. The SAUs are aware of the lawsuits, administrative complaints, due process hearings, notices of claim and other claims as listed on **Exhibit G** existing as of March 29, 2024, if any.
- E. Vote to Approve Plan. The Reorganization Committee approved this plan by an affirmative vote of **in favor, ___ against,** abstain at a meeting held on March 29, 2024. The referendum vote to approve this Plan will occur in each SAU on June 11, 2024.

Exhibits

- Exhibit A: Election Procedures for At-Large elections with residency restrictions
- Exhibit B: Bonds, Notes, and Lease Purchase Agreement that the Regional School Unit Will Assume.
- Exhibit C-1: Written individual employment contracts to which each of the existing SAUs is a party
- Exhibit C-2: A list of all employees of the existing SAUs who do not have written individual employment contracts
- Exhibit D: The Collective Bargaining Agreements
- Exhibit E: Other School Contractual Obligations
- Exhibit F: Minutes of Reorganization Plan Committee Public Meeting held March 29, 2024
- Exhibit G: Claims and Insurance

Exhibit A: Election Procedures for At-Large elections with residency restrictions

- (1) Term. Directors shall serve three-year terms.
- (2) Vacancy. In case of a vacancy, the municipal officers of the municipality in which the director was required to reside shall select an interim director to serve until the next annual RSU election. The interim director shall serve until a successor is elected and qualified. The board of directors shall provide at the next RSU election for the election of a director to fill the vacancy for the remainder of the term.
- (3) Procedure. After the effective date of the Reorganization Plan, the election of school directors shall be conducted annually at a secret ballot election initiated by the board of directors in accordance with 20-A M.R.S. § 1502 (1)(A) and (B) and held in conjunction with the RSU's budget validation referendum, or in the event that the RSU votes to discontinue the budget validation process pursuant to 20-A M.R.S. §1486(1), initiated by the board of directors and held on the second Tuesday in June. Except as provided below, the voting at the election in each member municipality shall be conducted in accordance with the procedures of 30-A M.R.S. § 2528(6) even if the municipality has not accepted the provisions of Title 30-A, § 2524 and 2525. The facsimile signature of the clerk under Title 30-A, § 2528, sub-section 6, paragraph F must be that of the chair of the board of the RSU. If the election is called to be held simultaneously with any statewide election, the voting in towns must be held and conducted in accordance with Title 21-A, except that the duties of the Secretary of State must be performed by the RSU board and, if the statewide election is a primary election, any registered voter may vote in the election. The absentee voting procedure of Title 21-A must be used except that the duties of the Secretary of State shall be performed by the RSU board.
- (4) Nominations. Nominations for directors shall be made on petitions provided by the secretary of the RSU. The nomination petitions shall be made available by the secretary of the RSU not later than March 1 of each year. The petitions shall make provision for each candidate to specify the position for which the candidate wishes to be nominated, including the municipal residency requirement and term. The candidates shall collect signatures of voters from each town on a separate nomination petition form. The candidates shall be responsible for having the registrar of voters of the appropriate town certify the voting residence of the candidate and the number of valid signatures on each petition. Candidates must be nominated by obtaining a minimum of 25 and a maximum of 50 signatures of registered voters residing within the RSU. The completed petitions shall be submitted to the secretary of the RSU by April 1. The secretary of the RSU shall notify the municipal clerks of each member municipality of the names of each candidate who has qualified for each open position on the board of directors by April 15.
- (5) Ballots. The ballots must be prepared and distributed to the town clerks of the member municipalities by the secretary of the RSU. Alternatively, at the request of the town clerk of a member town, by April 15 the secretary of the RSU shall provide the town clerk with a form of ballot to be prepared by the town for use in the town's voting machines. For each open position, the ballots shall show the required municipal voting residency for the position, the

length of the term, and the names of the candidates who have qualified for that position. The ballots shall also make suitable provision for voters to cast write-in votes.

- (6) Certification of Results. Within three business days following the election, the clerk of each member municipality shall forward to the secretary of the RSU the results of the vote in that municipality. The board of directors of the RSU shall meet and total the votes cast in all member municipalities for each position and shall immediately notify the clerks in each municipality, the candidates, and the Commissioner of the results of the vote. A write-in candidate must receive a minimum of 25 votes to be elected as a director. If a person receives the most votes for a position by write-in votes, before being sworn in as a director, that person must obtain a certification from the registrar of voters of the appropriate municipality that he or she has a voting residence in that municipality. If that person does not have a voting residence in the appropriate municipality, the person who has a voting residence in the appropriate municipality who received the most votes, and who received at least 25 votes if a write-in candidate, shall be the person elected.
- (7) Request for Ballot Inspection or Recount. Any request for a ballot inspection or recount hearing shall be filed with the secretary of the RSU within the time limits and in accordance with the requirements established under 30-A M.R.S. §2530-A and 2531-B for elections for municipal office. The secretary of the RSU shall immediately forward certified copies of the requests to the town clerks of the member municipalities. The ballot inspections and recount hearings shall be conducted by each member municipality in accordance with the procedures applicable to elections for municipal office pursuant to 30-A MRS §§2530-A and 2531-B except that within 24 hours after the results within each member municipality have been determined, the municipal clerks shall certify the results of the recount in their municipality to the secretary of the RSU. When the results of the recounts in all of the member municipalities have been certified, the board of directors of the RSU shall meet and total the votes cast for each position that has been subject to recount. The board of directors shall certify the results of the recount to the clerk of each member municipality, the candidates, and the Commissioner. This certificate of election shall supersede any certificate of election issued previously.
- (8) Directors are Not Municipal Officials. The directors elected at large with municipal residency requirements under this plan are RSU officials not municipal officials. To the extent that there is an inconsistency between the provisions of this plan and the charter of any member municipality, this plan shall take precedence. The member municipalities may amend their charters to conform to this plan but are not required to do so. Under this plan, a write-in candidate is not required to file a declaration of write-in candidacy prior to an election and directors elected or appointed after the effective date of this reapportionment plan are not subject to municipal term limits. To the extent that this plan incorporates by reference any provision of the Maine Revised Statutes, this plan shall be governed by that statutory provision as it may be amended by the Maine Legislature from time to time, or if repealed or replaced, by its successor provisions.

Exhibit B: Bonds, Notes, and Lease Purchase Agreement that the Regional School Unit Will Assume.

Issuer	Purpose of Issue	Issue Date	Original Principal Amount	Principal Remaining	Maturity Date
Great Salt Bay Community School District	Renovation Bond	July 31, 2023	\$1,000,000	\$1,000,000	July 31, 2033
Total				\$1,000,000	\$1,000,000

DRAFT

Exhibit C-1: A list of written individual employment contracts to which each of the existing SAUs is a party

SAU	Position	Contract Expires
Great Salt Bay Community School District	Principal	6/30/25
Great Salt Bay Community School District	Assistant Principal	6/30/25

DRAFT

Exhibit C-2: A list of all employees of the existing SAUs who do not have written individual employment contracts

There are no employees who do not have written individual employment contracts in any of the existing SAUs.

DRAFT

Exhibit D: A list of the Collective Bargaining Agreements

SAU	Name of Collective Bargaining Agreement	Contract Expires
Great Salt Bay Community School District	GSB Educational Support Professionals	6/30/2026
Great Salt Bay Community School District	Damariscotta Area Teachers' Association	6/30/2024

DRAFT

Exhibit E: Other School Contractual Obligations

SAU	Contract	Contract Expires
Great Salt Bay Community School District	Maintenance Contract with J&H Landscaping LLC	10/31/2024
Great Salt Bay Community School District	Snow Plow Contract with Hagar Enterprises	06/30/2026

DRAFT

Exhibit F: Minutes of Reorganization Plan Committee Public Meeting held March 29, 2024

See attached.

DRAFT

Exhibit G: Claims and Insurance

SAU	Claimant	Title of Proceedings	Jurisdiction	Nature of Claim
Great Salt Bay Community School District	A. Lavigne	Lavigne v. Great Salt Bay Community School Board et al.	Federal	42 U.S.C. § 1983

DRAFT

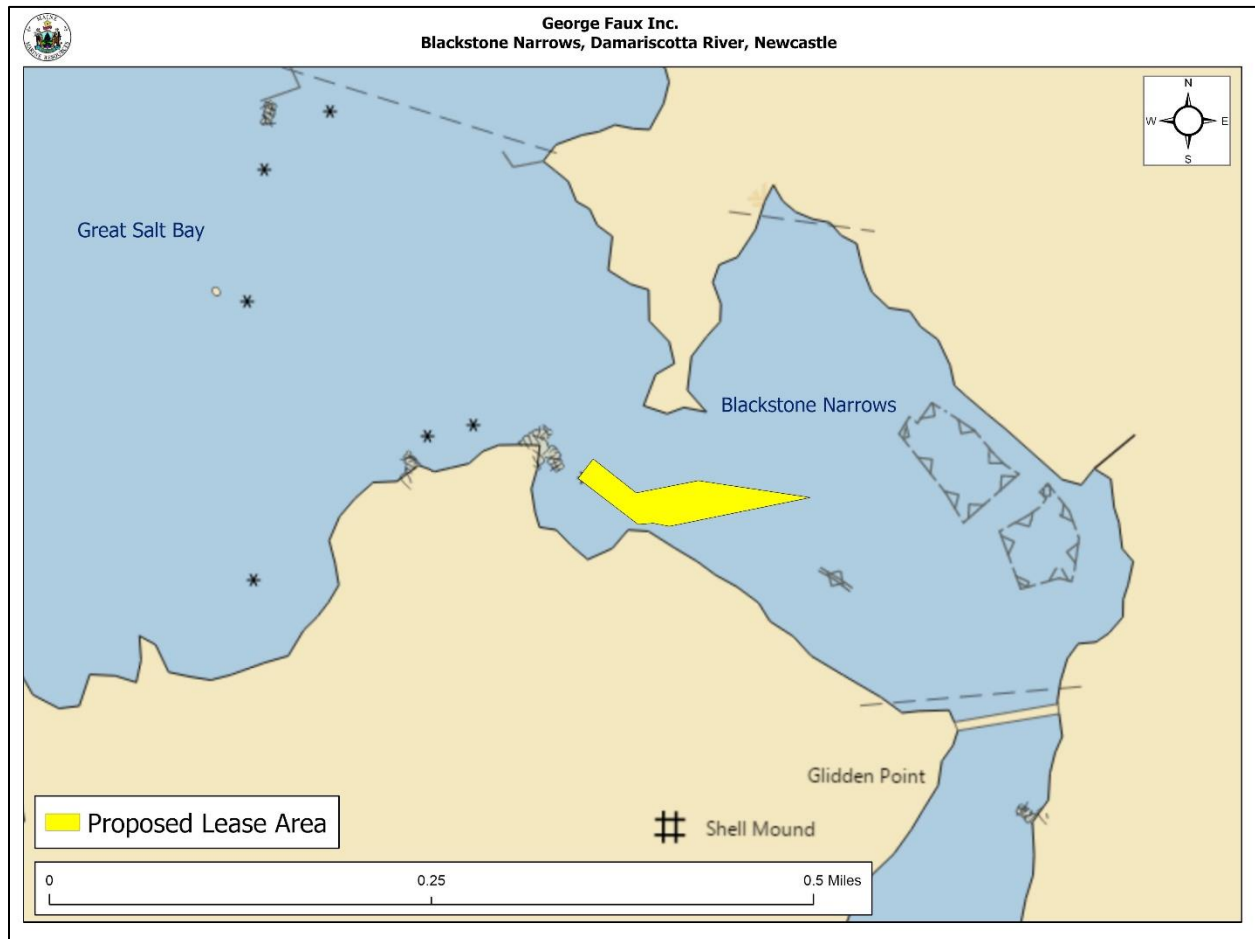


Figure 1. Vicinity map.¹

Location: Blackstone Narrows, Upper Damariscotta River, Newcastle, Lincoln County, Maine

Purpose: Standard lease for suspended culture of American/Eastern Oysters (*Crassostrea virginica*)

Site Review: Geoffrey Shook, Molly Waters

Report Preparation: Geoffrey Shook, Meryl Grady, Amanda Ellis

¹ Unless otherwise noted, all figures in this report were created in ArcGIS Pro version 2.9 using digitized NOAA Nautical Charts or geo-referenced aerial photographs provided by ESRI World Imagery (Firefly).



Application Overview

The applicant, George Faux Inc (DBA Great Salt Bay Oyster Company), is requesting a 1.66² acre standard lease in an area locally known as Blackstone Narrows south of Great Salt Bay in the Damariscotta River for the suspended culture of American/Eastern oysters (*Crassostrea virginica*). The applicant currently operates experimental leases DAM GPx and DAM GP2x within the same footprint of the proposed standard lease area. This proposal combines the two experimental leases with no modification to the footprint of the existing experimental leases. The applicant intends to keep gear on site year-round but plans to sink cages to the bottom beginning in November and ending in March. Work floats would also be removed during this time. Gear is intended to be on the surface at the site from March to November.³

General Characteristics

On August 1, 2023, Maine Department of Marine Resources (MDMR) scientists assessed the proposed lease site. MDMR scientists arrived on site at approximately 12:00 PM. The southern shoreline of Blackstone Narrows is uninhabited. The shoreline in this area is a mixture of cobbles and boulders leading to mossy, mixed forest uplands. State Route 1 is nearby and a bridge over the Damariscotta River is approximately 925 feet to the southeast and is visible from the proposal. The southern corner of the proposal is approximately ten feet north of the shoreline at mean high water (MHW) and the northern boundary of the proposal is approximately 240 feet south of a point of land in Blackstone Narrows at MHW.⁴ There is a residential area to the northwest of the proposal along the northern shore of Blackstone Narrows. The shoreline in this area is a mixture of cobble and mud with grass and mixed forest uplands. On January 5, 2024, MDMR scientists revisited the site to confirm water depths at the southwest (SW) and Midwest (MW) corners, which are the two corners closest to shore. (Figure 2). MDMR scientists also measured the tidal range in Blackstone Narrows between locally observed high and low tide on January 5, 2024.

Depth

On August 1, 2023, MDMR scientists began collecting depths at the proposed site at approximately 12:34 PM. According to the nearest tidal station, approximately one mile downriver in Newcastle, the tide was falling with the next low tide predicted at 5:35 PM (Table 1). However, due to the geography of the river and natural restrictions downstream, MDMR scientists observed that the tide was still in the flood stage upon arrival. Therefore, MDMR scientists collected depths around the locally observed high tide. Depths were determined to be between 3-24.9 feet (Table 2). Correcting for tidal variations derives depths to be from 0 to 20.5 feet at mean low water (MLW). According to derived depths, the southern corner marker closest to shore, MW, is intertidal. All other corners are subtidal at MLW (Table 2).

² Applicant originally requested 1.8 acres. MDMR calculations indicate the area is 1.66 acres.

³ Application page 8

⁴ Navigational charts for this area do not show mean low water (MLW) contours so mean high water (MHW) is used as a reference.



On January 5, 2024, MDMR scientists revisited the proposed site to verify derived water depths. MDMR scientists began collecting depth measurements at 2:12 PM, approximately 1.25 hours before locally observed low tide. Upon completion of the second site visit on January 5, 2024, it was confirmed that corner MW is located within the intertidal.

Table 1. Predicted tidal heights in Newcastle, Maine.⁵

Date	Time	Height (ft)
2023/08/01	5:29 AM	-0.9 L
2023/08/01	11:34 AM	9.5 H
2023/08/01	5:35 PM	0.0 L
2023/08/01	11:44 PM	11.6 H
2024/01/05	5:42 AM	8.6 H
2024/01/05	12:09 PM	1.6 L
2024/01/05	6:12 PM	7.7 H

Table 2. Depths recorded during MDMR site visit on August 1, 2023.

Corner	Recorded Depth (ft)	Derived MLW Depth (ft)
A	18.7	14.3
B	24.9	20.5
C	13.5	9.1
D	11.1	6.7
MW	3	0
NE	17.1	12.7
NW	14.5	10.0
SW	5.1	0.7

Bottom Characteristics

MDMR scientists observed the bottom characteristics of the proposed lease site via two drop camera transects (Figure 2). Bottom characteristics were categorized using the Coastal and Marine Ecological Classification Standard (CMECS), a national standard for describing features of the marine environment (Table 3). Sediment information was determined based on visual analysis of the video. The bottom of the lease site is primarily composed of gravel, cobble, and shell rubble with occasional boulders. Clam rubble appeared to be primarily composed of quahogs (*Mercenaria mercenaria*), razor clams (*Ensis directus*), and American/eastern oysters (*Crassostrea virginica*).

⁵ <https://www.us harbors.com/harbor/maine/newcastle-me/tides/>



Table 3. Bottom characteristics of the proposed site.

Substrate Origin	Substrate Class	Substrate Subclass	Substrate Group	Substrate Subgroup
Geologic Substrate	Unconsolidated Mineral Substrate	Course Unconsolidated Substrate	Gravel	N/A
Geologic Substrate	Unconsolidated Mineral Substrate	Course Unconsolidated Substrate	Gravel	Boulder, Cobble
Geologic Substrate	Unconsolidated Mineral Substrate	Course Unconsolidated Substrate	Slightly Gravelly	Slightly Gravelly Muddy Sand
Biogenic Substrate	Shell Substrate	Shell Rubble	Clam Rubble Oyster Rubble	N/A

Position and Distances to Shore

The geodesic measuring tool in ArcGIS Pro 2.9 was used to verify the distances and bearings between proposed lease corners. Distances to shore were determined using the measuring tool in ArcGIS Pro 2.9, digital orthophotography provided by ESRI world imagery, NOAA nautical charts, and the application coordinates (Table 4, Figure 2).

Application Coordinates (WGS84) – 1.66 Acres

<u>Corner</u>	<u>Latitude</u>	<u>Longitude</u>	
A	44.045853°	-69.518781°	then 218.4 feet at 78° True to
B	44.045972°	-69.517967°	then 391.8 feet at 99° True to
C	44.045819°	-69.516492°	then 497.0 feet at 258° True to
D	44.045539°	-69.518342°	then 56.4 feet at 281° True to
SW	44.045567°	-69.518553°	then 53.5 feet at 265° True to
MW	44.045556°	-69.518756°	then 260.1 feet at 307° True to
NW	44.045986°	-69.519544°	then 84.9 feet at 36° True to
NE	44.046172°	-69.519350°	then 189.5 feet at 129° True to A



Table 4. Approximate distances from proposal corners to surrounding features (Figure 2).⁶

Feature	Distance
Corner B to southern tip of peninsula in Blackstone Narrows	~240 feet to the north
Corner MW to nearest shoreline MHW	~15 feet to the south
Corner NE to point of land at southern entrance to Great Salt Bay MHW	~195 feet to the west-northwest
Corner C to Blackstone Narrows northern shoreline MHW	~630 feet to the northeast
Corner C to Route 1 Bridge	~925 feet to the southeast

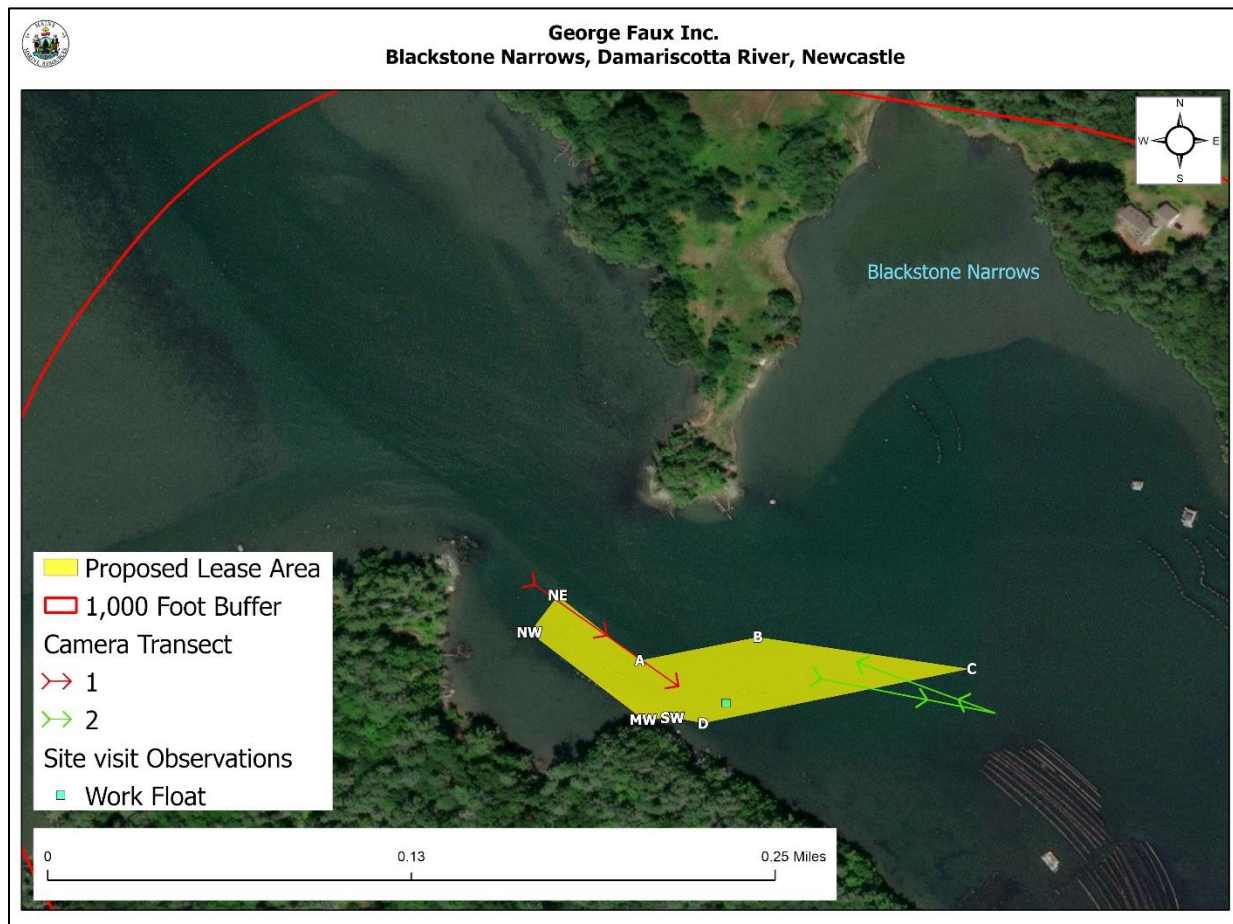


Figure 2. Proposed lease area with site visit observations.

Pursuant to statute and regulation, aquaculture leases are evaluated in consideration of applicable decision criteria. The site report documents MDMR’s observations of the area and other information, in consideration of those criteria, as noted below:

⁶ Navigational charts for this area do not show mean low water (MLW) contours so mean high water (MHW) is used as a reference.



(1) Riparian Ingress and Egress

During MDMR’s site assessment, scientists observed a residential area along the northern shoreline of the Blackstone Narrows approximately 630 feet to the northeast of the proposal. MDMR scientists observed two houses during the site assessment. Aerial imagery indicates that these houses are approximately 750 feet and 825 feet from the proposed lease. During MDMR’s site assessment, scientists did not observe any piers, docks, stairs, or other structures used for shoreline access.

(2) Navigation

The proposal is located along the southwestern shoreline of Blackstone Narrows adjacent to a narrow passage that separates Blackstone Narrows from Great Salt Bay. There is approximately 240 feet of water at MHW between the northern boundary of the standard lease proposal and the tip of the peninsula to the north. The nearest navigation channel marker is over 1.5 miles downriver (Figure 3). Due to natural constraints and rapids downriver, powered vessels are not common in the area. During MDMR’s site assessment, scientists observed two kayakers operating over 1,000 feet to the northwest of the lease in Great Salt Bay.

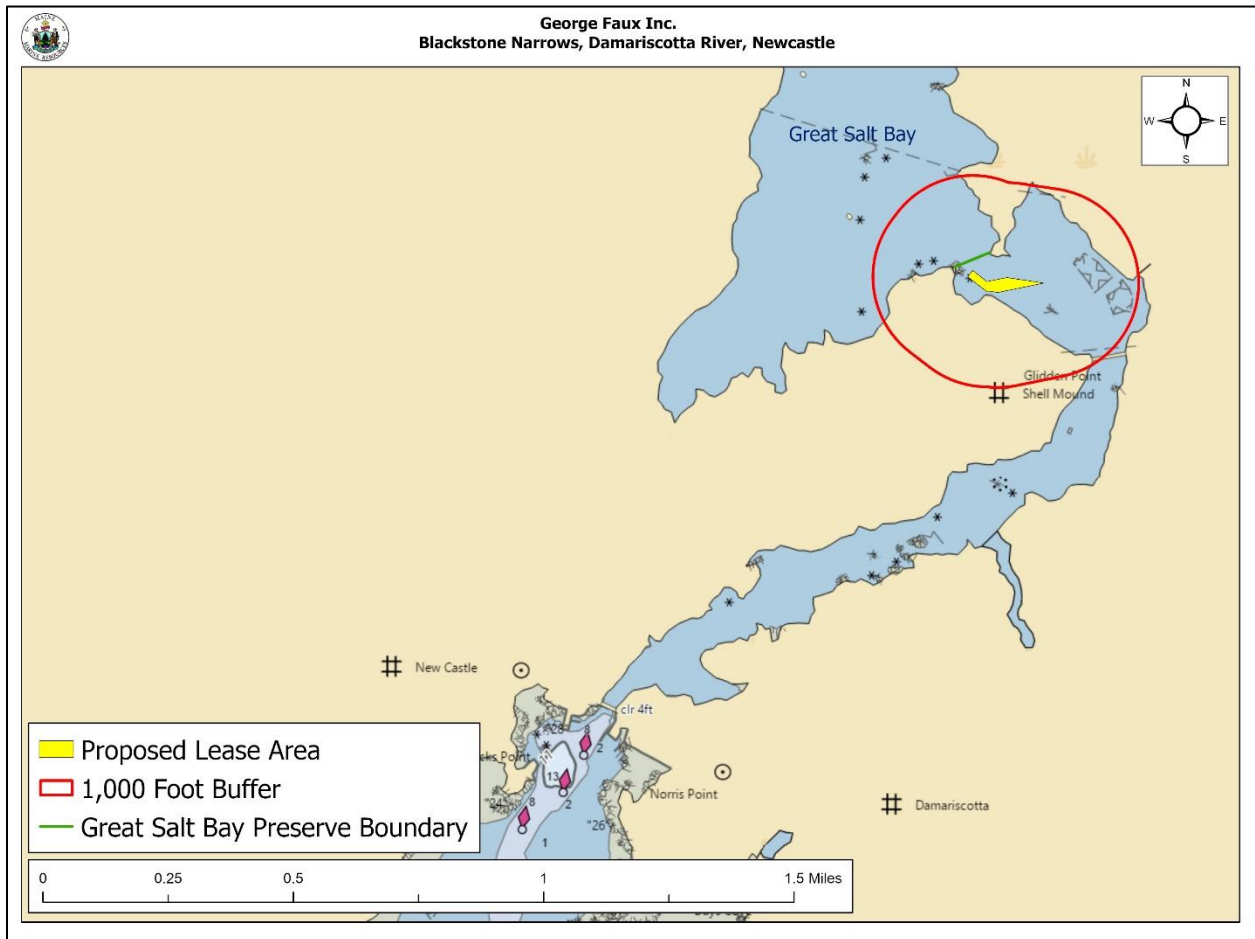


Figure 3. Navigational channels in the vicinity of the proposed lease area including the Great Salt Bay Preserve Boundary.

(3) Fishing and Other Uses

In accordance with 12 M.R.S.A. §6961 a portion of the Great Salt Bay, located to the north of the proposed lease, is designated a marine shellfish preserve (Figure 3). The harvesting of any shellfish species and other harvesting activities involving bottom disturbance are generally prohibited in the area designated a marine shellfish preserve. During MDMR’s site assessment on August 1, 2023, no commercial or recreational fishing activity was observed within the boundaries or within 1,000 feet of the proposed lease.



(4) Other Aquaculture Uses

The applicant currently operates experimental leases DAM GPx and DAM GP2x within the boundaries of this proposal. This standard lease proposal is intended to replace both DAM GPx and DAM GP2x. There are three other active aquaculture leases within 1,000 feet of the proposal. DAM GS2 is leased to Muscongus Bay Aquaculture, Inc. and is approximately 80 feet to the south of the proposal. DAM BN is approximately 416 feet to the east and is leased to Johns River Shellfish, LLC. DAM BP is approximately 915 feet to the north of the proposal and is leased to the Coastal Rivers Conservation Trust. There are four limited purpose aquaculture (LPA) licenses within 1,000 feet of the proposed lease site – AGRO123, BPAR216, BPAR422, and KATW117.

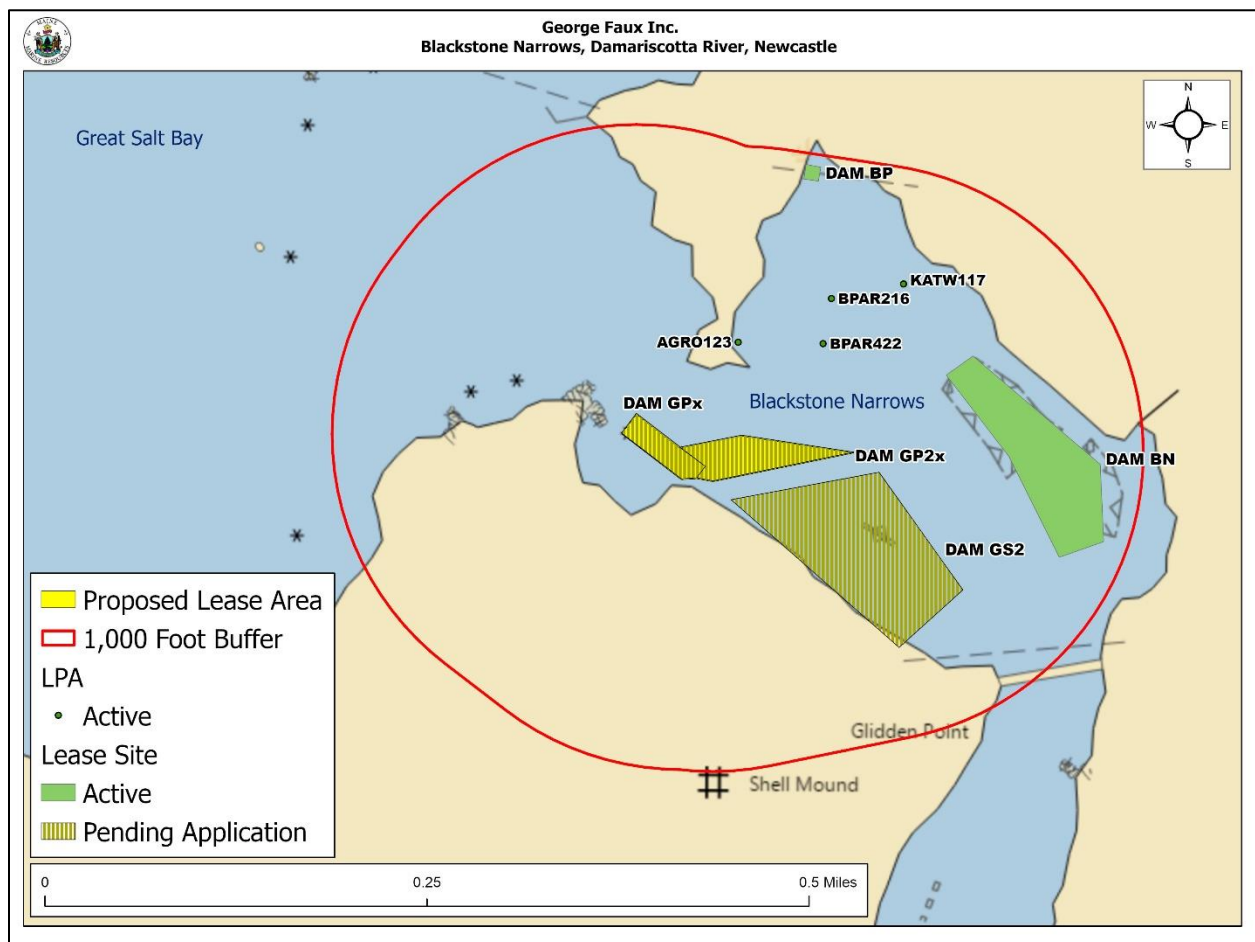


Figure 4. Aquaculture leases and LPA licenses in the vicinity of the proposed lease area.



(5) Existing System Support

Epibenthic Flora and Fauna

MDMR scientists conducted two drop camera transects to assess the epibenthic ecology of the proposed lease. The relative abundance of epibenthic flora and fauna observed in the video transects is described below in Table 5.

Table 5. Species observed using underwater camera footage.

Species Observed	Abundance
Bladderwrack (<i>Fucus sp.</i>)	Occasional
Crab (<i>Cancer spp.</i>)	Occasional
<i>Ulva lactuca</i>	Common
Tunicate colonies (<i>Didemnum vexillum</i>)	Common
Red leafy algae spp.	Common
Sponge colonies	Occasional
Eelgrass (<i>Zostera marina</i>)	Occasional
Horseshoe crab (<i>Limulus polyphemus</i>)	Rare



Eelgrass (*Zostera marina*)

Historical records of eelgrass collected by MDMR in 2010⁷ indicate the presence of eelgrass within 1,000 feet of the proposal, directly adjacent to the proposal and potentially inside the lease boundaries near the southern corner (Figure 5). MDMR scientists observed detached eelgrass floating on the surface throughout the site tangled in much of the surface gear related to the experimental lease currently in operation (Image 1). Underwater footage collected during MDMR’s site assessment indicated sporadic, sparse, individual blades of eelgrass attached to the bottom throughout the site inside the proposal boundaries and immediately adjacent to the proposal (Image 2).

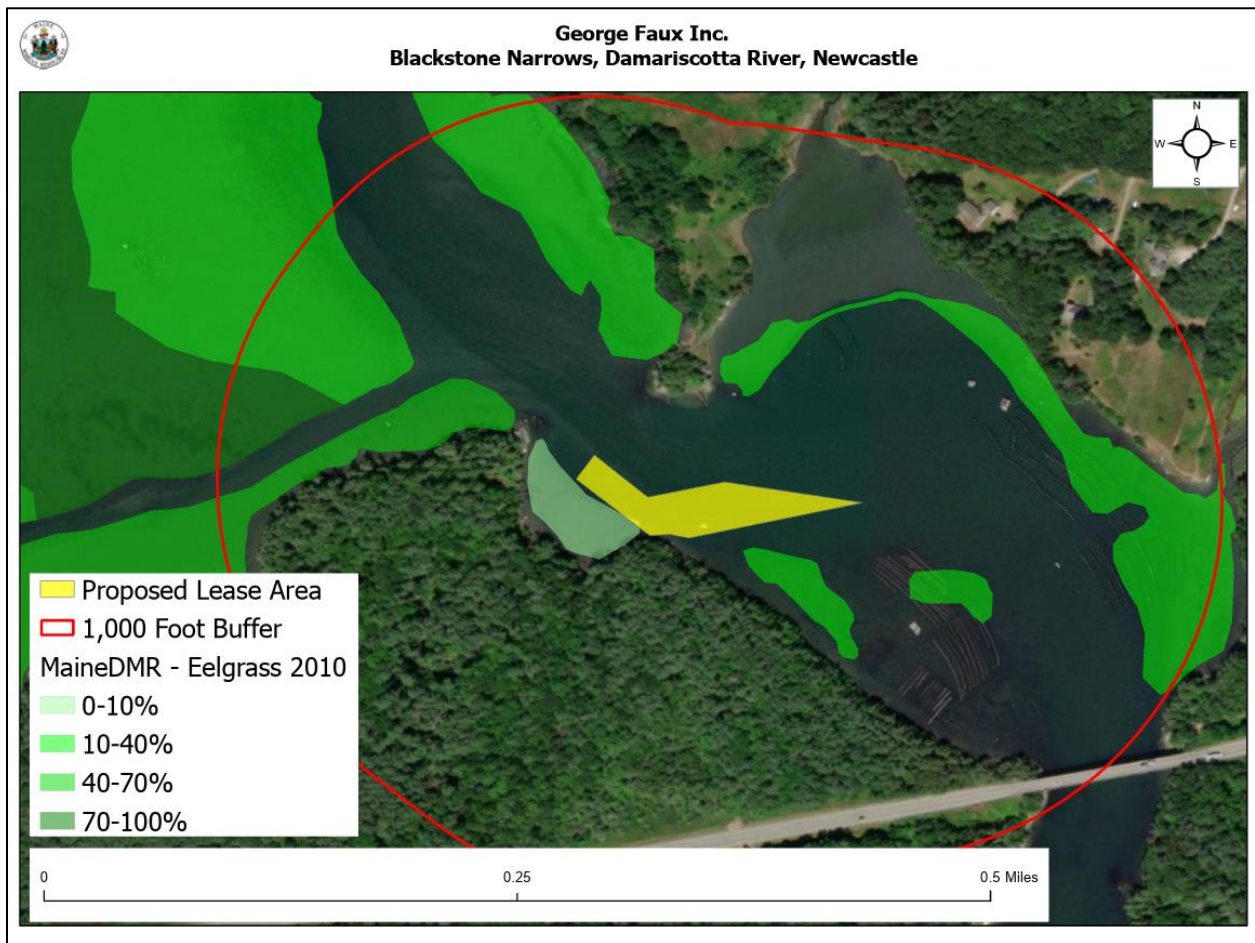


Figure 5. Mapped eelgrass (*Z. marina*) in the vicinity of the proposed lease area.

⁷ Data obtained from The Maine Office of GIS “GISVIEW.MEDMR.Eelgrass”. This is the most current record of mapped eelgrass in the vicinity of the proposal.



Image 1. Eelgrass observed tangled in surface gear during MDMR's site assessment.



Image 2. Typical attached eelgrass blade observed during MDMR's site assessment.



Wildlife

According to Geographic Information System (GIS) data maintained by the Maine Department of Inland Fisheries and Wildlife (MDIFW) and available through the Maine Office of GIS (MEGIS), tidal waterfowl and wading bird habitat is approximately 245 feet to the north and northwest of the proposal. Data collected by the United States Fish and Wildlife Service in 2022 by aerial nest survey shows the closest mapped bald eagle nesting site to be approximately 1,700 feet northwest of the proposal (Figure 6).

On February 15, 2022, a Wildlife Biologist with MDIFW responded by email to a “Request for Agency Review and Comment”, stating that minimal impacts to wildlife are anticipated.⁸

During MDMR’s site assessment, scientists observed double-crested cormorants (*Nannopterum auritum*), common terns (*Sterna hirundo*), Canada goose (*Branta canadensis*), herring gulls (*Larus argentatus*), a bald eagle (*Haliaeetus leucocephalus*), and a hawk (*Buteo sp.*) in the vicinity of the proposed lease.

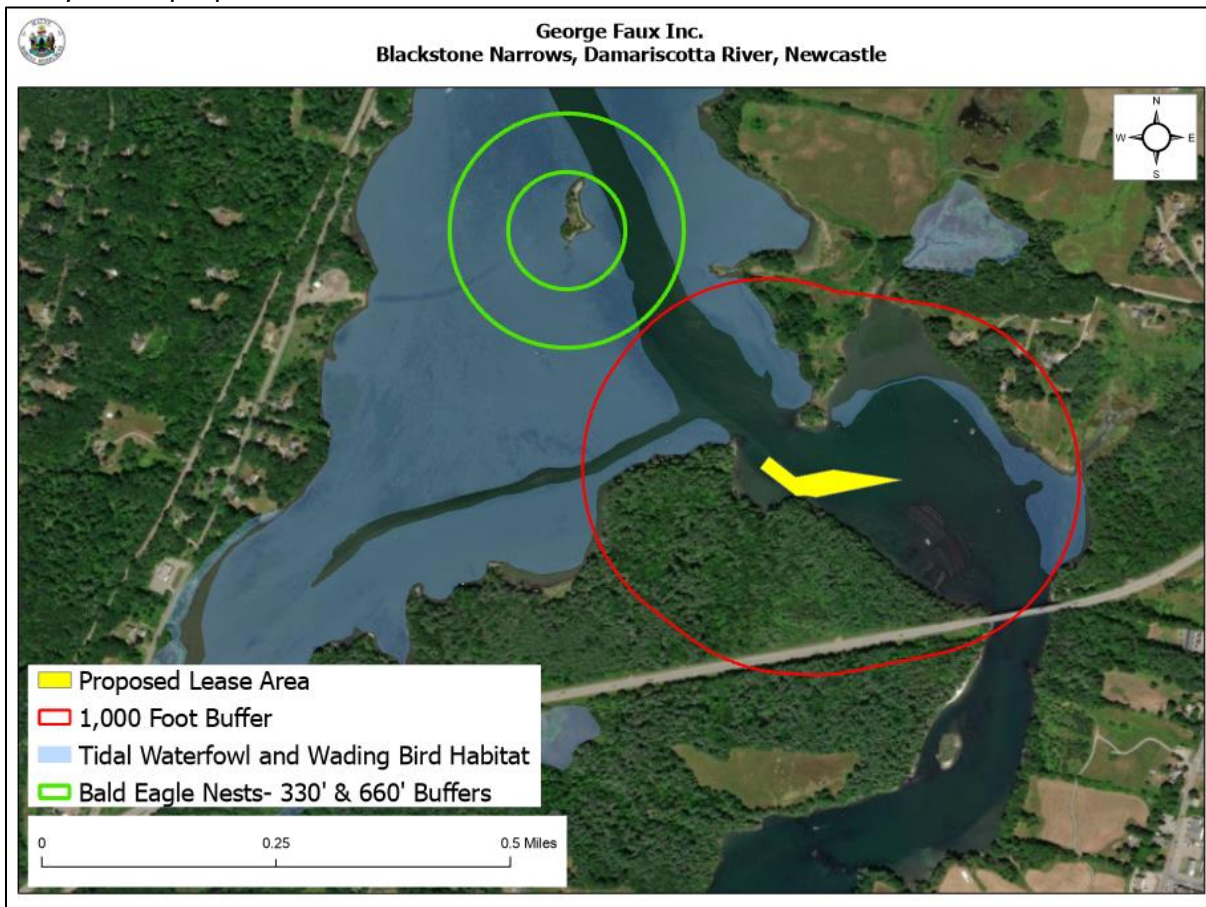


Figure 6. Mapped bald eagle nests and tidal waterfowl and wading bird habitat.⁹

⁸ Email correspondence between MDIFW and MDMR

⁹ Data obtained from USFWS “Bald_Eagle_Nests_-_Maine_2023” and MDIFW maintained SDE Feature Class “GISVIEW.MEIFW.Twwh”



(6) Interference with Public Facilities

The proposed lease is not within 1,000 feet of any beach, park, docking facility, or conserved lands owned by federal, state, or municipal governments (Figure 7).

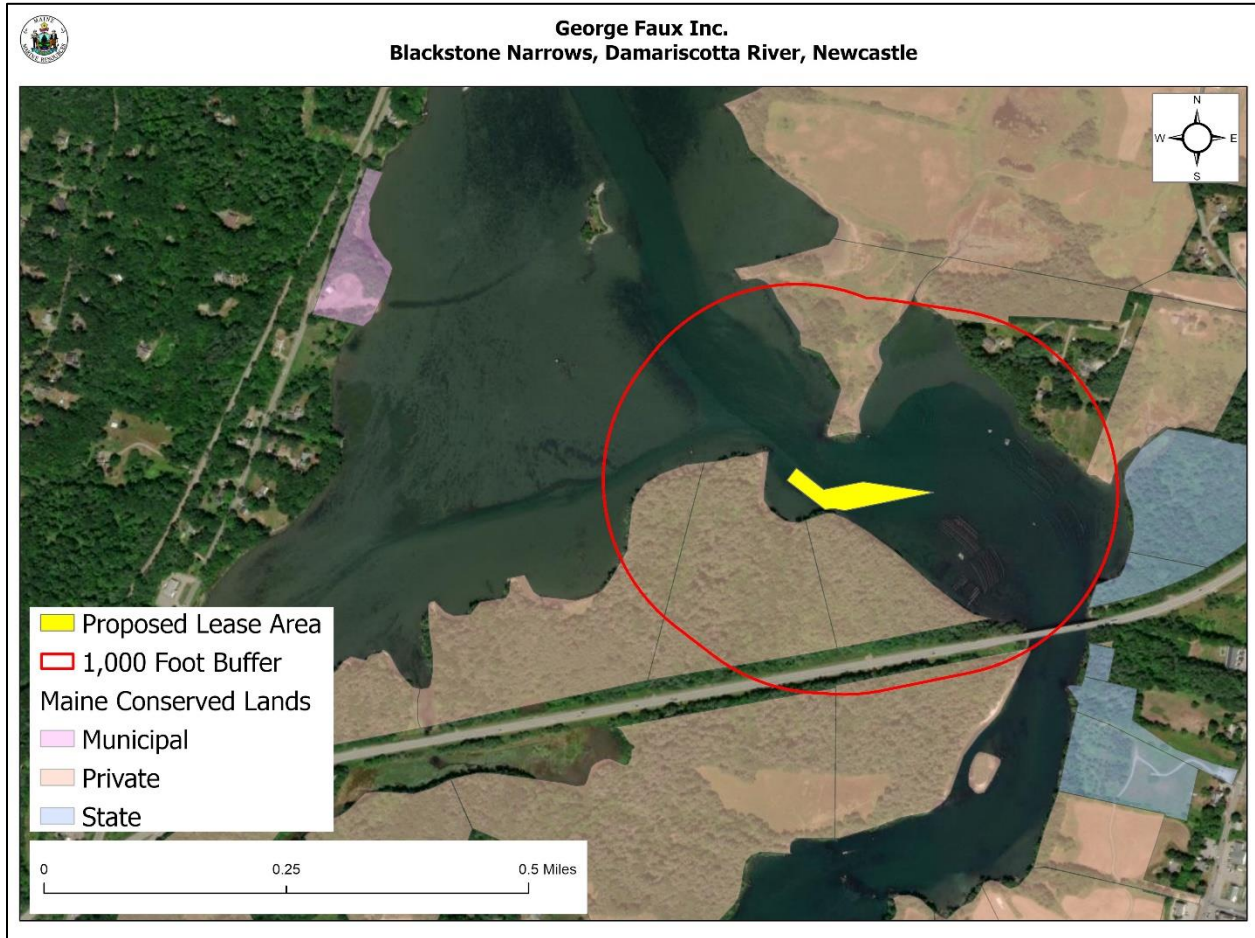


Figure 7. Public facilities near the proposed lease site.¹⁰

(7) Water Quality

The proposed lease is currently located within an area classified as Conditionally Approved for the harvest of shellfish by the MDMR Bureau of Public Health and Aquaculture. The area is conditional on the proper functioning of the Great Salt Bay Wastewater Treatment Plant.

¹⁰ Data obtained from The Maine Office of GIS "GISVIEW.MECONSLANDS.Conserved_Lands"



Intertidal Site

Given the calculated depths at MLW (see page 2 and 3 of this report), MDMR scientists revisited the proposed lease site on January 5, 2024, around low tide, to assess whether a portion of the site was intertidal. The January 5, 2024, assessment confirmed that the MW corner of the applicant’s original proposal is located within the intertidal. MDMR scientists generated updated boundaries so the entire proposal area would be located within subtidal waters (Figure 8).

Proposed intertidal sites have certain permission requirements. If the applicant wishes to proceed with the original application coordinates, the applicant will have to obtain written permission from the upland landowner(s) to use the intertidal area. In addition, the Town of Newcastle has a municipal shellfish conservation program established pursuant to 12 M.R.S.A. §6671. Therefore, in accordance with 12 M.R.S.A. §6072(3), the applicant would also need to obtain consent from municipal officers within the Town of Newcastle.

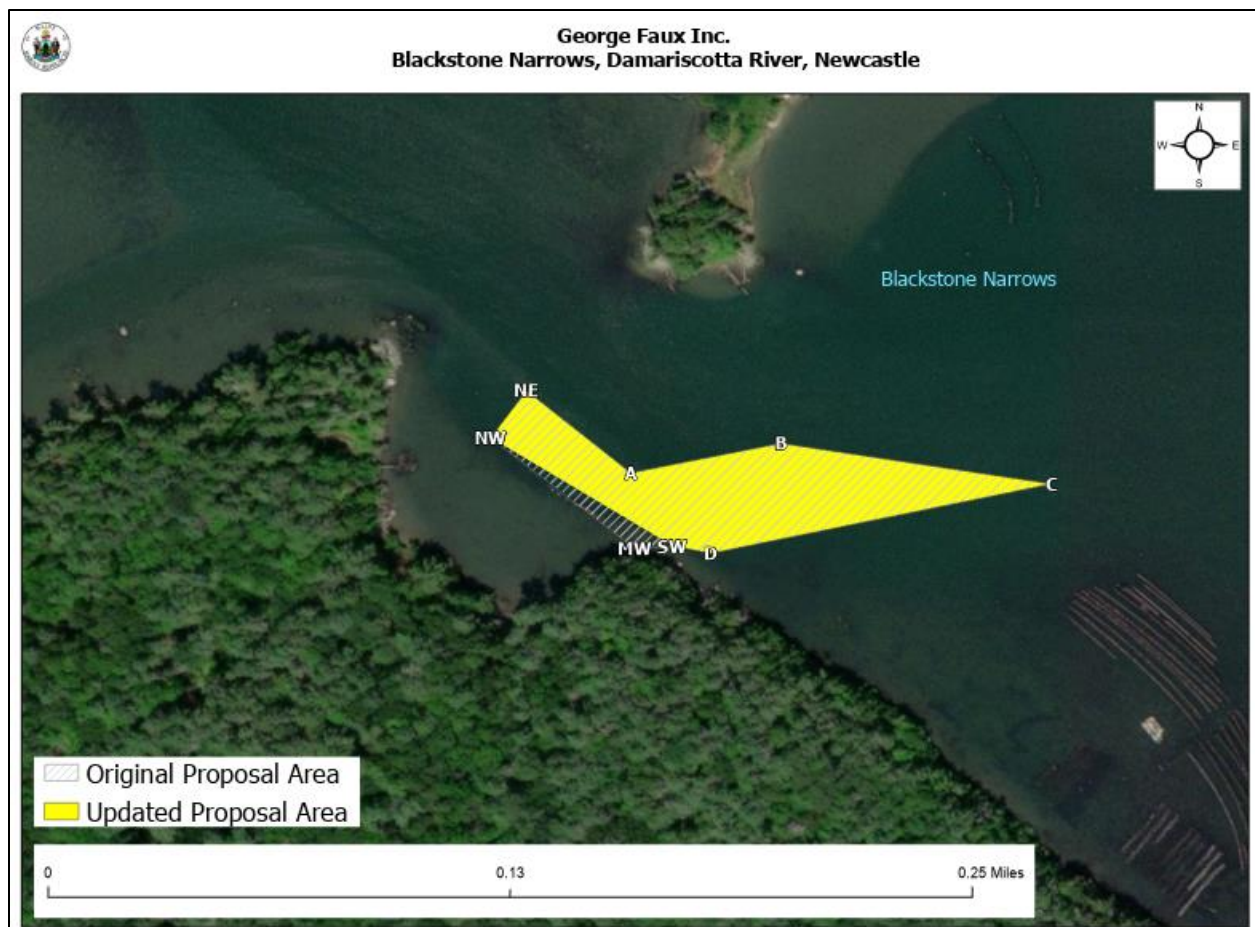


Figure 8. The original proposal overlaid with updated coordinates for the lease to be located entirely within subtidal waters.



**Maine Department of Marine Resources
Site Report**

5C1

George Faux Inc
Blackstone Narrows
Newcastle

Updated Proposal Coordinates (WGS84) – 1.55 Acres

<u>Corner</u>	<u>Latitude</u>	<u>Longitude</u>	
A	44.045853°	-69.518781°	then 218.4 feet at 78° True to
B	44.045972°	-69.517967°	then 391.8 feet at 99° True to
C	44.045819°	-69.516492°	then 497.0 feet at 258° True to
D	44.045539°	-69.518342°	then 56.4 feet at 281° True to
SW	44.045567°	-69.518553°	then 302.0 feet at 301° True to
NW	44.045986°	-69.519544°	then 84.9 feet at 36° True to
NE	44.046172°	-69.519350°	then 189.5 feet at 129° True to A



Town Manager <townmanager@newcastlemaine.us>

Fwd: George Faux Inc Public Hearing Follow Up

gmfaux@roadrunner.com <gmfaux@roadrunner.com>

Wed, Mar 27, 2024 at 4:07 PM

To: Newcastle Town Manager <townmanager@newcastlemaine.us>, Sarah Gladu <sgladu@coastalrivers.org>

George

Begin forwarded message:

From: "Rozov, Joshua" <Joshua.Rozov@maine.gov>
Date: March 27, 2024 at 1:16:27 PM EDT
To: gmfaux@roadrunner.com
Subject: George Faux Inc Public Hearing Follow Up

Good afternoon,

I am writing to follow up with what we discussed at your hearing yesterday regarding the riparian and municipal permission to place aquaculture gear in intertidal lands.

The DMR site report states that a portion of your proposed site is intertidal (linked below for your reference). When all or a portion of a site is intertidal, certain permission requirements apply. In this case, you need to obtain written authorization from Coastal Rivers that clearly states they are giving you permission to use their intertidal lands for aquaculture activities. The Town of Newcastle also has a municipal shellfish program under 12 MRSA section 6671, so you need to obtain approval to use the intertidal area from the municipality. Approval means a majority vote of the municipal officials (typically selectboard members) as recorded in a public meeting. You will then need to submit documentation to DMR demonstrating a majority of the municipal officials consented. This could include official minutes from the public meeting recording the votes. I have included the statutory language requiring the written permissions from both riparians and municipal officials.

12 M.R.S.A. § 6072(4)(F) - *Include written permission of every riparian owner whose land to the low water mark will be actually used.*

12 M.R.S.A. § 6072(3) - *Municipal approval. In any municipality with a shellfish conservation program under section 6671, the commissioner may not lease areas in the intertidal zone within the municipality without the consent of the municipal officers.*

Please note that if any authorization is not provided by May 25, 2024, or authorization does not satisfy the permission requirements noted above, then DMR will render a decision based only on the subtidal portion of the proposed site. This would also be the case if Coastal Rivers or the Town of Newcastle did not grant authorization to use the intertidal area. As the lease applicant, you are responsible for obtaining and submitting necessary documentation.

For reference, the proposal boundary and it's overlap with the intertidal lands is discussed in the published site report, which can be found here: https://www.maine.gov/dmr/sites/maine.gov/dmr/files/inline-files/SITEREPORT_01.26.2024_S_GeorgeFauxInc_DamariscottaRiver_Newcastle.pdf

You will need to submit all documentation on or before May 25, 2024, to DMRaquaculture@maine.gov.

Please let me know if you have any questions.

Best,

Joshua Rozov, Esq.

Resource Management Coordinator

Maine Department of Marine Resources

21 State House Station

Augusta, ME 04333-0021

(207) 592-0584



Town Manager <townmanager@newcastlemaine.us>

Your request

2 messages

Town Manager <townmanager@newcastlemaine.us> Thu, Mar 28, 2024 at 8:36 PM
To: gmfaux@roadrunner.com
Cc: Shelly Clifford <sclifford@newcastlemaine.us>, Emma McKearney <emckearney@newcastlemaine.us>

George,

I've reviewed the [Shellfish conservation ordinance](#). The closest I think this gets to the committee's responsibility is under VIII.A.5:

"Securing and maintaining records of the shellfish harvest from managed shellfish areas and closed areas within the Towns that are conditionally opened by the DMR."

With that said, I will reach out to the Chair and the Vice-chair for their interpretation and in the meantime schedule some time at the April 9th Select Board meeting to look to get approval.

Kevin

Kevin L. Sutherland

Town Manager



Town of Newcastle

4 Pump Street
Newcastle, Maine 04553

207-563-3441
www.newcastlemaine.us

gmfaux@roadrunner.com <gmfaux@roadrunner.com> Fri, Mar 29, 2024 at 5:55 AM
To: Town Manager <townmanager@newcastlemaine.us>
Cc: Shelly Clifford <sclifford@newcastlemaine.us>, Emma McKearney <emckearney@newcastlemaine.us>

Sounds good , Thanks .
George Faux

On Mar 28, 2024, at 8:36 PM, Town Manager <townmanager@newcastlemaine.us> wrote:

[Quoted text hidden]



Town Manager <townmanager@newcastlemaine.us>

an FYI

Town Manager <townmanager@newcastlemaine.us>

Thu, Mar 28, 2024 at 9:14 PM

To: Ryan Fraser <ryan77fraser@gmail.com>, Sandy Paulsen <sandyamborn@gmail.com>

Cc: Tara Oliver <toliver@damariscottame.com>, Andrew Dorr <adorr@damariscottame.com>

Bcc: Select Board <Select_Board@newcastlemaine.us>

Good evening,

I've been visited by a property owner in Newcastle who has an experiment lease and is requesting a standard lease agreement with DMR. DMR has, in its [report](#), made a comment that was specifically brought to my attention and can be found on page 14:

"The January 5, 2024, assessment confirmed that the MW corner of the applicant's original proposal is located within the intertidal. MDMR scientists generated updated boundaries so the entire proposal area would be located within subtidal waters.

Proposed intertidal sites have certain permission requirements. If the applicant wishes to proceed with the original application coordinates, the applicant will have to obtain written permission from the upland landowner(s) to use the intertidal area. In addition, the Town of Newcastle has a municipal shellfish conservation program established pursuant to 12 M.R.S.A. §6671. Therefore, in accordance with 12 M.R.S.A. §6072(3), the applicant would also need to obtain consent from municipal officers within the Town of Newcastle."

The municipal officers are the Select Board so I will be looking to take this to them on April 9th.

The upland owner is Coastal Rivers Conservation Trust and they are providing a written letter with their 'ok'

Also, I reviewed the Shellfish Conservation Ordinance and while I am not sure this is necessarily in SCC's purview, I did come across VIII.A.5.

"Securing and maintaining records of the shellfish harvest from managed shellfish areas and closed areas within the Towns that are conditionally opened by the DMR."

So I am sharing this for the committee's knowledge. Please let me know if you have any questions or believe I am missing something.

Thanks,

Kevin

Kevin L. Sutherland

Town Manager



Town of Newcastle



Town Manager <townmanager@newcastlemaine.us>

an FYI

Andrew Dorr <adorr@damariscottame.com>

Fri, Mar 29, 2024 at 4:40 AM

To: Town Manager <townmanager@newcastlemaine.us>

Cc: Ryan Fraser <ryan77fraser@gmail.com>, Sandy Paulsen <sandyamborn@gmail.com>, Tara Oliver <toliver@damariscottame.com>

This came into play last year, though the committee reviewed an LPA Application which has a different approval process from a standard lease, see below for language from the applications and how they differ. Here is a copy of their [application](#) to the state. According to the DMR website, the public hearing was held on March 26th.

Standard Lease Approval of Intertidal Location

Step II: Determine if the municipality where your site is located has a shellfish conservation program. Pursuant to 12 MRSA §6072(3) In any municipality with a shellfish conservation program under section 6671, the Commissioner may not lease areas in the intertidal zone within the municipality without the consent of the municipal officers. If the municipality where the proposed lease site is located has a shellfish conservation program, it is your responsibility to obtain consent for the proposed lease site from the municipal officers (i.e. the selectmen or councilors of the town, or the mayor and aldermen or councilors of a city.) Consent means a majority vote of the municipal officers as recorded in a public meeting. It is your responsibility to contact the municipality and determine if they have a shellfish conservation program. Best practices would include discussing your plans with shellfish committee members, but only the consent of municipal officers is required. Does the municipality, where the proposed site is located, have a shellfish conservation program? Yes No If you answered yes, please attach documentation from a public meeting demonstrating that a majority of municipal officers have consented to your proposal.

LPA Approval of Intertidal Location

4. Intertidal Sites: For LPA sites above the extreme low water mark (XLW) in towns with a municipal shellfish management program established in accordance with 12 M.R.S.A. §6671, the chairperson (or designated town officer) of the municipal shellfish committee is required to sign the LPA application form to verify that the LPA will not unreasonably interfere with the activities of the shellfish program. If the municipality does not have a committee, then a municipal official shall sign. To ensure that all LPA applications above XLW obtain the necessary signatures, all proposed sites in 5 feet of water or less at MLW are required to obtain necessary signatures in communities that have a shellfish management program. For LPA sites above the mean low water mark (MLW), the signature of the riparian landowner of the adjacent upland is required on the application to verify that the landowner consents to the LPA activity being conducted on the owner's intertidal land.

[Quoted text hidden]



Town of Newcastle

www.NewcastleMaine.us

Kevin L. Sutherland - Town Manager

4 Pump Street **6B1**
PO Box 386
Newcastle, ME 04553
Tel. (207) 563-3441
Fax. (207) 563-6995

FROM: Kevin L. Sutherland, Town Manager
TO: Newcastle Select Board and Finance Committee
DATE: April 5, 2024
RE: April 1, 2024 Budget Workshop

This memo is meant to capture how, through the conversation at the workshop, the number in motion 11 of the budget calculator was changed from \$319,134 at the March 25th Select Board meeting to the now proposed \$236,669.

The original Manager’s budget recommended \$880,866 towards capital road projects.

The additional \$319,134 would have funded all the projects initially proposed by both the Road Commissioner and the Town Manager.

The conversation led to a proposal that would total \$1,117,535. (\$880,866 + \$236,669)

This capital road project budget as now proposed would support:

Academy Hill Rd	\$131,850
Island Rd	\$127,500
River Road Sidewalk	\$214,085
Hassan Ave	\$351,600
Kavanagh Rd	\$142,500
Hopkins Hill Rd work	\$150,000
TOTAL	\$1,117,535

Here is a breakdown of the projects and scope of work. This information was previously shared in Presentation format at the March 20 Budget workshop. The Presentation slides can be found [HERE](#). Ideally these are accomplished from July 1, 2024 through June 30, 2025 but as a transfer to a reserve account may extend later into 2025 if necessary due to weather or other unforeseen circumstances.

Academy Hill Rd

This is a continuation of what we have been doing over the past several years, 1000 feet of reclaiming and re-paving.

Scope of Work: Reclaim approximately 1000 LF of existing roadway, Regrade and re-compact the reclaim, Install new base pavement 2.5 inches thick, Install new surface pavement 1.5 inches thick, Install new RS-1 tack between all layers, Traffic control during the project, Incidental ditching, not the entire project, however trouble spots will be addressed, Gravel shoulders will be installed once pavement has cured.

Island Rd

Surface Pavement which would complete a three-year cycle on Island Road. This is the finish pavement portion and shoulder installation. This would take place in the Spring of 2025 as the second year of the project will be taking place this Spring and best practice is to do the final pave after a winter’s freeze / thaw cycle.

Scope of Work: Clean and prep road surface, Install 1.5 inches of new surface pavement, Install gravel shoulders on length of road, Traffic control, Install RS-1 tack on all existing pavement surfaces.

River Road Sidewalk

approximately 1000 LF of reconstruction

Scope of work: Existing sidewalk to be removed, new granite sidewalk to be installed in the same location as the existing sidewalk, new paved width of sidewalk to be 5 feet to match the rest of the town, Granite to be set in concrete, Pavement to be 3 inches thick, all disturbed areas behind the sidewalk will be re-loamed and seeded as needed. Traffic control will be provided. All labor, equipment and materials have been allowed for.

Hassan Ave (Off Route 215)

This road was considered in the past for major reconstruction. For all the reason that it needed it then, it needs it now. I have carried culvert pipes in the maintenance budget to replace all the cross pipes on this road. The project would be to shape the road, apply geo-textile fabric and then build a proper gravel base, ditch, remove trees to allow for proper sun and drainage as needed and install all new drainage on the road.

Scope of work: Prep existing road, Install new geo-fabric, Install 18 inches of new 4" MDOT gravel, Install 6 inches of new 1.5" type A gravel, Install 6 inches of new ¾" gravel, Replace all cross culverts, Replace any driveway culverts as needed, Ditch the entire road, both sides, Remove any trees that are in the way of proper drainage or present a hazard to the traveling public, This road will be built to receive base pavement in the future.

Kavanagh Rd

A shim and overlay. Would receive a variable depth shim and then a finish overlay of new pavement. This is not a reclaim of the road since so few houses are located on the road and the expense is not warranted. The shim and overlay will last many years and serve the residents on the road very well.

The current state of the pavement is at a point where we cover what is there to preserve it or simply lose the previous investment in pavement and let it go back to dirt. A shim and overlay would keep the road in very good shape for 20 years at least. All of the culverts on this road have been replaced, so the placement of a surface treatment is in line with having the drainage done first.

Scope of Work: The existing road will be cleaned all heavy sand removed and the existing holes will be patched, a variable depth shim will be applied to fill in the ruts and make a uniform surface for which the new surface pavement will sit, 2 inch surface layer will be applied to the road, RS-1 Tach will be between all new pavement and the existing pavement layer to ensure proper bond, Gravel shoulders will be installed after proper curing of the new pavement.

Hopkins Hill Rd

These are some additional efforts to make the drainage better on Hopkins Hill Rd.

Scope of work: Branch and tree trimming / removal, ledge work and closed drainage.

Motions for Newcastle Select Board consideration to further amend the FY25 Budget as of 4/3/2024

6.23%

Motion	Dept	Division	Account	Explanation	amount	Approve?
01	103	25	80	Increase Professional Development for more trainings with boards	\$1,200	Yes
02	105	05	20	Increase SCBA to purchase additional replacement equipment	\$2,000	Yes
03	105	01	10	Decrease Hourly call pay line while still supporting the increase rate of \$19 to \$21	(\$800)	Yes
04	118			Create a new reserve account "Building Maintenance Reserve Fund"	\$0	Yes
05	118	98	07	Move \$50,000 from "Building Reserve Fund" to "Building Maintenance Reserve Fund"	\$0	Yes
06	118			Create and fund a new reserve account "PFAS Reserve Fund"	\$11,000	Yes
07	118			Create and fund a new reserve account "Severe Storm Reserve Fund" with 168k of undesignated fund balance	\$0	Yes
08	118	98	08	Increase the "Revaluation Reserve Fund" budget to cover the full cost of the revaluation for FY25	\$14,500	Yes
09	118	98	02	Decrease "Veterans Park Reserve" budget to \$0	(\$250)	Yes
10	R101		15	Increase Interest on Checking revenue budget line	\$25,000	Yes
11	118	98	04	Increase the "Capital Roads Projects Reserve" to 1.2 million	\$236,669	
12	101	04	05	Increase legal fees - see retainer	\$2,000	Yes
13	118	98	07	Reduce FY25 Manager in "Building Reserve" to \$0. realized ARPA revenue will offset the need for now.	(\$50,000)	
14	GSB			Amount above TM's estimate of cost increase necessary to match School Budget for GSB	\$120,177	
15	SE			Amount below TM's #. Student count is stable and while tuition is up, they are looking at fund balance	(\$112,555)	
16	R302			Additional Revenue for Secondary Education (Town offset by total expenditure amt SE)	\$2,009	
17						
18						
19						
20						
21						
22				The "Approve?" Column with a "Yes" were modifications made at the March 25th Select Board Meeting. Those with blanks will be considered on April 9th		
23						
24						
25						
26						
27						
28						
29						
30						

BUDGET SUMMARY (with additionally proposed changes)

(removed one-time use of fund balance to show more accurate change in annual operations)

	FY22 Actual	FY23 Actual*	FY24 Budget	FY25 Manager	FY25 Select Board	Net Change \$	%
101 - GENERAL GOVERNMENT	529,382	547,290	658,407	681,168	683,168	24,761	3.76%
102 - COMMUNITY AND PUBLIC SERVICES	174,248	179,707	197,542	202,864	202,864	5,322	2.69%
103 - PLANNING & DEVELOPMENT	15,636	67,298	131,651	89,471	90,671	-40,980	-31.13%
105 - PUBLIC SAFETY	176,780	253,696	277,311	281,191	282,391	5,080	1.83%
107 - PUBLIC WORKS	534,329	631,791	662,399	812,450	812,450	150,051	22.65%
110 - DEBT SERVICE	257,880	253,716	253,717	249,857	249,857	-3,860	-1.52%
118 - TRANSFER TOTALS	799,484	914,333	984,780	1,007,116	1,219,035	234,255	23.79%
TOTAL MUNICIPAL BUDGET	2,487,739	2,847,830	3,165,807	3,324,117	3,540,436	374,629	11.83%
GSB Community School District			1,797,250	1,907,273	2,027,450	230,200	12.81%
Adult Education			8,812	0	0	-8,812	-100.00%
Secondary Education			1,724,397	1,810,617	1,698,062	-26,335	-1.53%
TOTAL EDUCATION BUDGET*			3,530,459	3,717,890	3,725,512	195,053	5.52%
Lincoln County Tax			457,253	475,257	475,257	18,004	3.94%
LINCOLN COUNTY - NEWCASTLE SHARE			457,253	475,257	475,257	18,004	3.94%
TOTAL EXPENDITURE BUDGET			7,144,707	7,517,264	7,741,205	596,498	8.35%
101 - GENERAL GOVERNMENT			482,800	502,055	527,055	44,255	9.17%
302 - STATE & FEDERAL REIMB			791,171	781,700	783,709	-7,462	-0.94%
801 - HARBOR/MOORING			1,500	3,000	3,000	1,500	100.00%
TOTAL REVENUE BUDGET			1,275,471	1,286,755	1,313,764	38,293	3.00%
PROPERTY TAXES			5,869,236	6,230,509	6,427,441	558,205	9.51%

*Education Budget has not been set, however more accurate numbers were shared 3/29/24 and 4/3/24

Jrnl	Invoice Description	Reference	Proj	Amount	Encumbrance
Description	Account				
00382 Affordable Fire Protection					
0546	Fire Stations - Inv#5782	Fire Extinguish			
	Fire Co - River Rd	E 105-66-04		196.37	0.00
	PUB SAFETY - FIRE STA/COM / MAINT/REPAIR				
	Sheepscot Station	E 105-68-04		196.38	0.00
	PUB SAFETY - SHEEPSCT STA / MAINT/REPAIR				
		Vendor Total-		392.75	
00348 AT&T MOBILITY					
0546	Hbr Master / Fire Chief	Cell Phones			
	Hbr. Master Phone	E 103-25-18		42.78	0.00
	PLANNING - OPERATIONS / CELL PHONE				
	Fire Chief Phone	E 105-05-09		44.80	0.00
	PUB SAFETY - FIRE DEPT / PHONES				
		Vendor Total-		87.58	
00033 CENTRAL MAINE POWER CO					
0546	Various Electric Accts				
	35013844770 - STR LIGHTS	E 105-57-02		117.23	0.00
	PUB SAFETY - INFRASTRUCT / ST. LIGHTS				
	35011641467 - F.D.	E 105-66-02		257.55	0.00
	PUB SAFETY - FIRE STA/COM / ELECTRICITY				
	30012720394 - AC HL STR L	E 105-57-02		43.60	0.00
	PUB SAFETY - INFRASTRUCT / ST. LIGHTS				
		Vendor Total-		418.38	
00008 DAMARISCOTTA HARDWARE					
0546	Chipper Rental 3/27/24	Inv#3576			
	Chipper Rental 3/27/24	E 107-43-02		330.00	0.00
	PUBLIC WORKS - GEN CONTRCTR / EQUIPMENT				
		Vendor Total-		330.00	
00314 EES Consulting Inc					
0546	IT Services - 2 Invoices	#8974 & #9021			
	#8974 - IT Service (Feb)	E 101-25-09		787.50	0.00
	GEN GOVT - OPERATIONS / COMP SUPPORT				
	#8974 - Computer	E 209-91-07		949.11	0.00
	COMPUTER RES - RES ACCT EXP / COMPUTER EXP				
	#9021 - IT Services (Mar)	E 101-25-09		540.00	0.00
	GEN GOVT - OPERATIONS / COMP SUPPORT				
		Vendor Total-		2,276.61	
00425 GORHAM FIRE DEPARTMENT					
0546	Training - Casey Stevens	Inv#104			
	Inv#104 - Training	E 105-05-30		100.00	0.00
	PUB SAFETY - FIRE DEPT / TRAINING				
		Vendor Total-		100.00	
00011 GREAT SALT BAY SANITARY DIST.					
0546	River Rd/16 Hydrants	Acct#4022-0			
	(16) HYDRANTS	E 105-57-01		4,110.34	0.00
	PUB SAFETY - INFRASTRUCT / HYDRANTS				
		Vendor Total-		4,110.34	
00100 HUSSEY COMMUNICATIONS INC.					
0546	Inv#144329	Pagers/shipping			
	Pagers	E 105-05-25		850.00	0.00
	PUB SAFETY - FIRE DEPT / COMMUNICATN				
	Shipping Fees	E 105-05-25		31.88	0.00
	PUB SAFETY - FIRE DEPT / COMMUNICATN				
		Vendor Total-		881.88	
00956 LINCOLN COUNTY FIRE CHIEF'S ASSOC					
0546	2024 Annual Membership	Dues			
	Annual Membership Dues	E 105-05-55		200.00	0.00

Jrnl	Invoice Description	Reference	Amount	Encumbrance
Description	Account	Proj		
	PUB SAFETY - FIRE DEPT / ADMIN/OFC			
	Vendor Total-		200.00	
00013 LINCOLN COUNTY NEWS				
0546 ADS - STM	P205007			
ADS - STM	E 101-25-55		430.00	0.00
	GEN GOVT - OPERATIONS / ADS			
	Vendor Total-		430.00	
00114 LINCOLN COUNTY PUBLISHING CO				
0546 INV#65174	Envelopes			
Printing Envelopes	E 101-25-05		69.50	0.00
	GEN GOVT - OPERATIONS / POSTAGE/ENV			
	Vendor Total-		69.50	
00115 LINCOLN COUNTY REG. DEEDS				
0546 Lien Discharges	March			
March Lien Discharges	E 101-25-91		95.00	0.00
	GEN GOVT - OPERATIONS / RECORDINGS			
	Vendor Total-		95.00	
00424 LORRAINE FAHERTY				
0546 Special Town Meeting 3/25	Moderator Fee			
3/25 - Moderator Fee	E 101-25-07		40.00	0.00
	GEN GOVT - OPERATIONS / ELECTION SUP			
	Vendor Total-		40.00	
00822 MAINE MUNICIPAL ASSOC-W.C. FUND				
0546 WORKERS COMP INS	INV#15110W			
Policy: P15110WC2024	E 101-03-15		1,248.90	0.00
	GEN GOVT - INSURANCE / WORKERS COMP			
	Vendor Total-		1,248.90	
00360 MODERN PEST SERVICES				
0546 Monthly Pest Control Acct	3/25/2024			
PEST REMOVAL-ACCT#267722	E 101-65-04		103.00	0.00
	GEN GOVT - TOWN OFFICE / MAINT/REPAIR			
	Vendor Total-		103.00	
00993 MURPHY APPRAISAL SERVICES, INC.				
0546 Appraisal Services	March			
March Appraisal Services	E 101-04-01		2,100.00	0.00
	GEN GOVT - CONTRC SRVCS / ASSESS AGENT			
	Vendor Total-		2,100.00	
00321 SBA TOWERS X, LLC				
0546 CUSTOMER#ME24363-A-05	Mar & April			
Mar & April Invoices	E 105-05-25		194.78	0.00
	PUB SAFETY - FIRE DEPT / COMMUNICATN			
	Vendor Total-		194.78	
00395 SEACOAST SECURITY INC.				
0546 MONITORING	Inv#897629			
Town Office Monitoring	E 101-65-04		93.00	0.00
	GEN GOVT - TOWN OFFICE / MAINT/REPAIR			
Fire Sta. Monitoring	E 105-66-04		135.00	0.00
	PUB SAFETY - FIRE STA/COM / MAINT/REPAIR			
	Vendor Total-		228.00	
00185 SUPPLIES UNLIMITED				
0546 Invs #3714 / #3853	March			
Inv#3714 - Avery Tabs	E 101-25-95		19.90	0.00
	GEN GOVT - OPERATIONS / SUPPLIES			
Inv#3853 - Pencils & Lead	E 101-25-95		19.95	0.00
	GEN GOVT - OPERATIONS / SUPPLIES			
	Vendor Total-		39.85	

Jrnl	Invoice Description	Reference	Proj	Amount	Encumbrance
Description	Account				
00189 TIDEWATER TELECOM INC					
0546	PHONE LINES	#4024 & #4450			
	TOWN OFFICE LINES	E 101-65-05		217.97	0.00
	GEN GOVT - TOWN OFFICE / TELEPHONES				
0546	FIRE DEPT	E 105-05-09		115.55	0.00
	PUB SAFETY - FIRE DEPT / PHONES				
	Vendor Total-			333.52	
01442 TOWN OF DAMARISCOTTA					
0546	Shared Planner - Michael	March Planning			
	March Shared Planner	E 103-01-21		4,257.02	0.00
	PLANNING - COMPENSATION / DEVELOP ADM				
	Vendor Total-			4,257.02	
00418 TREASURER, STATE OF MAINE					
0546	Roadway Fundamentals	Inv#040324			
	MDOT TRAINING - Kevin	E 101-25-80		50.00	0.00
	GEN GOVT - OPERATIONS / PRO.DEV/FEES				
	Vendor Total-			50.00	
01300 TREASURER, STATE OF MAINE-DEH/DEP					
0546	SURCHARGE-(March)				
	SURCHARGE-(March)	G 1-343-00		45.00	0.00
	GEN'L GOV. / PLMBG SURCHG				
	Vendor Total-			45.00	
00022 TREASURER, STATE OF ME-ANIMAL WELF					
0546	Dog Licensing Report	March			
	March Dog Licensing	G 1-365-00		6.00	0.00
	GEN'L GOV. / STATE DOG				
	Vendor Total-			6.00	
00023 TREASURER, STATE OF ME-BMV					
0546	3/22 - 3/29/2024	BMV REPORT	*** PAID ***	Check # 1000	
	3/22-3/29 BMV Report	G 1-345-00		1,076.50	0.00
	GEN'L GOV. / STATE MV FEE				
	Vendor Total-			1,076.50	
00029 TREASURER, STATE OF ME-DHHS/CDC					
0546	PLUMBING REPORT	MARCH			
	March Plumbing	G 1-342-00		337.50	0.00
	GEN'L GOV. / STATE PLMB				
	Balance due to State	G 1-342-00		2.50	0.00
	GEN'L GOV. / STATE PLMB				
	Vendor Total-			340.00	
00027 TREASURER, STATE OF ME-IFW					
0546	IFW - MOSES Report	March			
	IFW - MOSES Report	G 1-350-00		421.00	0.00
	GEN'L GOV. / STATE IFW \$				
	Vendor Total-			421.00	
00355 VANASSE HANGEN BRUSTLIN, INC					
0546	Professional Services	#1130161371			
	Feb-Mar #1130161371	G 1-604-00		14,800.00	0.00
	GEN'L GOV. / FEMA 4719				
	Vendor Total-			14,800.00	
01161 WHITE SIGN					
0546	Heavy Loads 23000#	IVC 130881			
	IVC130881 - Heavy Loads	E 107-44-04		127.45	0.00
	PUBLIC WORKS - EQUIPMENT / MISC SIGNAGE				
	Vendor Total-			127.45	
00423 XEROX FINANCIAL SERVICES					
0546	Town Off Copier - Xerox	Mar-Apr Invoice			

Jrnl	Invoice Description	Reference		
Description	Account	Proj	Amount	Encumbrance
Town Office Copier	E 101-26-01		296.00	0.00
	GEN GOVT - LEASES / COPIER			
		Vendor Total-	296.00	
		Prepaid Total-	1,076.50	
		Current Total-	34,022.56	
		Warrant Total-	35,099.06	

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: _____, 2024

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