

**Select Board & Board of Assessors Meeting - Agenda**

**August 28, 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. August 14, 2023
- 4. Public Comments on Items Not on the Agenda**
- 5. New Business**
  - a. Unassigned Fund Balance Policy
- 6. Unfinished Business**
  - a. Contract for Main Street and Downtown Area Snow and Ice Removal
  - b. Purchasing Policy
  - c. Traffic and Parking Ordinance
- 7. Town Manager Report and Communications**
- 8. Fiscal Warrants**
  - a. FY24 Fourth Warrant:           \$221,389.35
- 9. Executive Session**

(None scheduled)
- 10. Future Agenda Items**
- 11. Adjournment of Meeting**

**Upcoming Events**

September 11 at 7PM — Select Board Meeting, Fire Station Community Room, 86 River Road

September 25 at 7PM — Select Board Meeting, Fire Station Community Room, 86 River Road

## Manager commentary for August 28<sup>th</sup>, 2023 Agenda packet items.

**Item 2.** This used to be Pledge of Allegiance; however, it was removed from the Bylaws and Policies of the Select Board on July 24. I neglected to remove for 8/14.

**5. New Business Items:** This location for agenda items 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 – Unassigned Fund Balance Policy**

Manager's Commentary: The fifth item on our priority list is Fund Balance Policy, or what I am now suggesting we change to - Unassigned Fund Balance Policy ([PAGE 6](#)). Technically, the Fund Balance carries several auditing definitions:

Nonspendable: resources which cannot be spent because they are either a) not in spendable form or b) legally or contractually required to be maintained intact.

Restricted: resources with constraints placed on the use of resources which are either a) externally imposed by creditors (such as through debt covenants), grantors, contributors, or laws or regulations of other governments; or b) imposed by law through constitutional provisions or enabling legislation.

Committed: resources which are subject to limitations the government imposes upon itself at its highest level of decision-making, and that remain binding unless removed in the same manner.

Assigned: resources neither restricted nor committed for which a government has a stated intended use as established by the elected officials, or body or official to which the elected officials has delegated the authority to assign amounts for specific purposes.

Unassigned: resources which cannot be properly classified in one of the other four categories. This is the amount that is the subject of discussion for this new business item.

A side note: The committed, assigned, and unassigned classifications are often referred to, in the aggregate, as the unrestricted fund balance.

I've reviewed the current policy and made a few short edits, but mostly provided comments about how it could be restructured. I hope that can be the focus of our conversation. I'll look to bring some audit reports from prior years to help everyone be on the same page about what we're talking about and how can create an annual review and appropriation of funds or strategy to recapture shortfalls.

**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 – Contract for Main Street and Downtown Area Snow and Ice Removal**

Manager's Commentary: The contract that we have with Hagar Enterprises to remove snow in the downtown this upcoming fall/winter (and next season as well) should have been confirmed by the Select Board before May 15<sup>th</sup>, 2023

See highlighted part of section 1 on [PAGE 8](#). I have spoken with Hagar Enterprises and they are willing to honor the contract extension as written if the Select Board would provide support the continuation. At this late stage in the summer season and with increases in material and labor costs, I would recommend the Select Board support this. I've drafted a letter on behalf of the Town of Newcastle ([PAGE 16](#)). With your affirmation, I will send the letter to the contractor.

A Possible motion: ***"To affirm the contract extension letter with Hagar Enterprises to provide snow and ice removal services on Maine Street and Downtown area for the FY24 and FY25 season."***

#### Unfinished Business Item: **6B – Purchasing Policy**

Manager's Commentary: At the last meeting, I recommended repealing the Purchasing and Bidding Ordinance and instead replace it with a Purchasing Policy that would be approved by the Select Board. Attached ([PAGE 17](#)) is a slightly revised document that includes a modification for the dollar thresholds as well as a clause for how to address annual maintenance contracts (I.e, - Road Maintenance Contract). If you're comfortable with this document, I'd ask for your approval. It would not go into effect until the current ordinance is repealed.

And, at a later meeting, I will ask the Select Board to call a Special Town Meeting to repeal the Purchasing and Bidding Ordinance. I am postponing a request to call a meeting until I know where things stand related to other ordinance creation / modification so we can hopefully address a few items all at once.

A Possible motion: ***"To adopt the Purchasing Policy as written effective upon repeal of the Purchasing and Bidding Ordinance."***

#### Unfinished Business Item: **7B – Traffic and Parking Ordinance**

Manager's Commentary: This item was discussed at the August 14<sup>th</sup> meeting. See manager commentary from the meeting or the changes and comments included for that meeting [HERE](#). The version attached, starting on [PAGE 20](#), has accepted the changes suggested and discussed at the August 14<sup>th</sup> meeting. Additionally, I've added visual maps to help show where no parking signs will be added. Finally, our Road Commissioner and I met last week to review the language around overlimit permits and determined 11.2 should suffice for why an application might be denied.

As mentioned at our last meeting, I would still suggest holding an additional public hearing on these changes, previous changes, and any other changes you may have.

A Possible motion: ***"To schedule a public hearing for the proposed Traffic and Parking Ordinance as (written /amended) for September 25<sup>th</sup>, 2023"***.

#### Fiscal Warrants: **8A – FY24 Fourth Warrant**

Manager Commentary: This can be found starting on [PAGE 31](#).

A possible motion: ***"To approve the FY24 Fourth Warrant"***

Select Board & Board of Assessors Meeting – Minutes  
 August 14, 2023 @ 7:00 p.m.  
 Fire Station Community Room, 86 River Rd.

Present Board Members - Karen Paz, Tor Glendinning, Thomas Kostenbader, and Rufus Percy (remote).

Excused – Joel Lind

Staff - Interim Town Manager- Kevin Sutherland. Road Commissioner-Seth Hagar

Minutes transcribed by Michelle Cameron Interim Town Clerk

1. Call to Order
2. Pledge of Allegiance
3. Amendments to the Agenda – On motion Glendinning/Kostenbader made a motion to add Newcastle Letter of Support to the agenda as 6C. Vote 4-0. Motion Passed
4. Minutes of the previous meeting – On motion Glendinning/Kostenbader made a motion to approve the minutes from the July 19, 2023, special meeting and the July 24, 2023, meeting as written. Vote 4-0. Motion Passed
5. Public Comments on Items Not on the Agenda – *no public comments*
6. New Business
  - a. **Repeal of the Purchasing and Bidding Ordinance:** Sutherland recommended the ordinance be repealed and replaced with a policy, which is fitting for the Town Manager/Select Board form of government. Sutherland drafted a policy for the Board's consideration. The town attorney has no issues or edits to the proposed policy. Discussion ensued regarding the policy.
  - b. **Sheepscot Fire Station Temperature Control:** Sutherland said the expense will have to come out of contingency or move some funds around to pay for it. We are not eligible for a grant for a primary heat source or a secondary heat source. Sutherland asked, do we move forward with a propane heater and a dehumidifier which costs about \$5500, or do we scrap the purchase the humidifier and purchased heat pumps to provide secondary heat and primary cooling dehumidification for an additional \$11,000? The fire department is in favor of the propane heater and dehumidifier approach. The Board's consensus was to move forward with the purchase of a propane heater and a dehumidifier.
  - c. **Newcastle Letter of Support:** Sutherland stated there was a request for the Board to write a letter of support to an applicant for the DECD Housing Opportunity Grant. There is no obligation for the town financially or require us to participate in anything. Sutherland asked how the Board would like to handle requests for letters of support. The Board agreed that the Town Manager can write letters of support on behalf of the Board and update the Board when he has done so. **On motion Kostenbader/Glendinning moved to authorize the Town Manager to write a letter of support on behalf of the town of Newcastle. Vote 4-0 Motion Passed**
7. Unfinished Business
  - a. **Interim Town Clerk Appointment:** Sutherland appointed Michelle Cameron as Interim Town Clerk. **On motion Glendinning/Kostenbader moved to approve the appointment of Michelle Cameron as Interim Town Clerk effective as of July 31, 2023. Vote 4-0 Motion Passed**
  - b. **Traffic and Parking Ordinance: No motion at this time**

c. **Interim Manager Employment Contract Addendum:** Sutherland explained the addendum which allows him to apply for hours worked beyond what is stated in the contract to be banked for a day off during a subsequent week. **On motion Glendinning/Kostenbader moved to approve the addendum to the Interim Town Manager contract and authorize him to use the previously unpaid workday of July 20 as a paid day off on August 15. Vote 4-0 Motion Passed**

8. **Town Manager Report and Communications:** Sutherland went over his manager's report. Subjects discussed were; the Legislative Policy Committee for MMA, the town received a Maine Municipal Association Risk Management Workers' Compensation Fund reimbursement for about \$1400, and the Historic Preservation Ordinance. Also, Great Salt Bay Sanitary District has contracted with Hagar Enterprises to replace and improve the water main systems on Pump Street, River Road, and Glidden Street.

9. **Fiscal Warrants**

a. **FY24 Third Warrant: \$360,711.61: On motion Glendinning/Kostenbader moved to approve the town AP warrant for \$360,711.61. Vote 4-0 Motion Passed**

10. **Executive Session: On motion Glendinning/Kostenbader moved to enter into executive session. Vote 4-0 Motion Passed**

1 M.R.S.A. Section 405 (6) A – Personnel

11. **Future Agenda Items: NONE**

12. **Adjournment of Meeting: On motion Glendinning/Kostenbader moved to adjourn at 9:20 p.m.**

**Upcoming Events**

August 28 at 7PM — Select Board Meeting, Fire Station Community Room, 86 River Road

September 11 at 7PM — Select Board Meeting, Fire Station Community Room, 86 River Road



## Town of Newcastle Unassigned Fund Balance Policy

**Purpose:** An Unassigned Fund Balance Policy is hereby established to promote and ensure the financial well-being and fiscal stability of the Town of Newcastle. This policy is established to assure the citizens that it will be a primary goal for the Town to accumulate a prudent level of available reserve funds to protect taxpayers from current and future risks to its financial status and well being.

This policy intends to create a financial mechanism for the municipality:

- To help lessen the need for borrowing;
- To protect and enhance the Town's Bond Rating; and
- To provide the funds necessary to meet the Town's operating obligations.

The Town of Newcastle recognizes the importance of maintaining an appropriate level of Undesignated Fund Balance. After evaluating the Town's operating characteristics, diversity of tax base, reliability of non-property tax revenue sources, working capital needs, impact on bond rating, State and local economic outlooks, emergency and disaster risk, and other contingent issues, the Town will annually establish the level of Undesignated Fund Balance of the General Fund for the Town of Newcastle.

**Policy:** The level of fund balance that the Town will strive to maintain as undesignated is an amount equal to at least 3 months of operating expenses as accorded by the presently approved fiscal year budget.

Once the Town achieves its goal of an appropriate level of Undesignated Fund Balance, any excess funds may be utilized for other municipal fiscal purposes, including, without limitation, additional capital improvement needs, allocating funds to established reserve accounts for allowable uses, or for tax rate stabilization or reduction purposes. This allocation process will be managed during the annual budgeting process and the amount available for assignment will be dictated by the Town's previous years' annual audit.

This policy has been adopted by the Select Board to recognize the financial importance of a stable and sufficient level of the Undesignated Fund Balance. However, the Select Board reserves the right to appropriate funds from the Undesignated Fund Balance for emergencies and other requirements the Select Board believes to be in the best interest of the Town.

**Commented [TM1]:** Unclear to me how one establishes this... the annual change in undesignated fund balance is the difference between what was budgeted and what was actually raised or spent.

**Commented [TM2]:** If we were to fall below the 3 month threshold, what's the timeline to work to regain that shortfall? 2 budget cycles?

**Commented [TM3]:** This could be portrayed as a list, in priority order. I'd also suggest economic development activities like loan fund programs or land acquisition. Maybe retirement of debt as well?

**Enactment:** This policy will be implemented upon a majority vote of the Select Board. Any change or amendment to the policy will also require a majority vote by the Select Board.

Date of Adoption: 10-27-08  
Date of Amendment: 1-30-2023

~~Karen PazJoel Lind~~ \_\_\_\_\_  
Chairperson

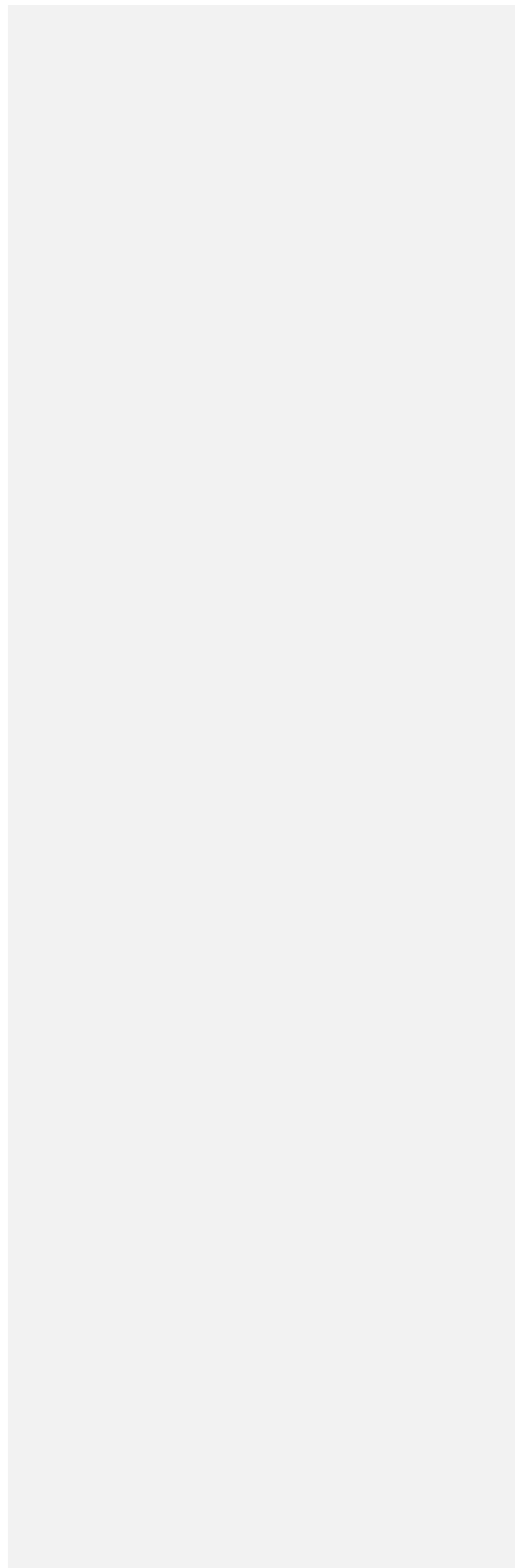
~~Karen PazJoel Lind~~ \_\_\_\_\_  
Vice Chair

~~Robert Nelson~~ \_\_\_\_\_

Tor Glendinning \_\_\_\_\_

Thomas Kostenbader \_\_\_\_\_

~~Rufus Percy~~ \_\_\_\_\_





# Town of Newcastle

6A.1

4 PUMP STREET  
NEWCASTLE, ME  
04553  
TEL. (207) 563-3441  
FAX. (207) 563-6995

CONTRACT 2019-2023

MAIN STREET & DOWNTOWN AREA SNOW & ICE REMOVAL

Date: September 24, 2018

This Agreement entered into as of the date stated above, and executed in duplicate originals by and between the Inhabitants of the Town of Newcastle, by its Board of Selectmen being duly authorized in accordance with the vote at a town meeting (here in after referred to as the "Town") and Hagar Enterprises Inc., (hereinafter the "Contractor").

Witness, that in consideration of mutual covenants made herein, the parties agree as follows:

The Contractor agrees:

1. **Services.** Contractor will be responsible for removing snow and ice from Main Street & Downtown Areas and Parking Lots, as set forth below for the snow seasons from:

September 1, 2018 to May 15, 2019

September 1, 2019 to May 15, 2020

September 1, 2020 to May 15, 2021

Upon affirmative vote of the Board of Selectmen prior to May 15, 2021, the Town must inform the Contractor in writing it wishes to extend this agreement for two additional seasons as set forth below:

September 1, 2021 to May 15, 2022

September 1, 2022 to May 15, 2023

Upon affirmative vote of the Board of Selectmen prior to May 15, 2023, the Town must inform the Contractor in writing it wishes to extend this agreement for two additional seasons as set forth below:

September 1, 2023 to May 15, 2024

September 1, 2024 to May 15, 2025

Snow removal areas include

**A. Main Street & Downtown Areas:**

This includes Main Street and its sidewalks, from the center of the Damariscotta/Newcastle Bridge to the top of Academy Hill; parking stalls on the northern side of Main Street, from the center of the Damariscotta/Newcastle Bridge to the Town Office; Main Street sidewalks on the

---

• Brian Foote, Chair • Carolyn Hatch, Vice Chair • Joel Lind, Selectman •  
R. Benjamin Frey, Selectman • Christopher Doherty, Selectman •

www.newcastlemaine.us





# Town of Newcastle

6A.1

4 PUMP STREET  
NEWCASTLE, ME  
04553  
TEL. (207) 563-3441  
FAX. (207) 563-6995

south side from the center of the Damariscotta/Newcastle Bridge beyond Lincoln Home to the Newcastle Fire Station.

**B. Parking lots:**

Snow removal to include shoveling at the Town Office & Historical Society Taniscot building) at the Main & Pump St. entrances and parking areas), Sheepscoot Fire Station, and the Fire Station (on River Road) being eight (8) Fire Station entrances doors, including steps and all bay doors to be cleaned prior to 7:30am.

2. **Review.** The Contractor shall complete this work to the satisfaction of the Newcastle Town Administrator and/or Road Commissioner, and, in the event of a disagreement on the quality or scope of the work, the judgment of the Commissioner of the Maine Department of Transportation shall be final. It shall be required that the Contractor meet with the Town Administrator and/or Road Commissioner annually prior to October 1st for a performance review. If a significant change to the fulfillment of the contract were to occur as a result of any type of mandate by the State, the Town will not hold the Contractor responsible and will evaluate the situation.

3. **Equipment.** The Contractor shall furnish adequate and satisfactory motor driven equipment and manpower to efficiently perform the Services as set forth in this agreement.

4. **Materials and Application.** Contractor shall supply and apply sand, salt, liquid calcium chloride, or other appropriate materials (magnesium chloride, beet juice etc.) to service areas in sections 1A and 1B in consideration for the safety of users of those locations. Applications of these materials shall be made as frequently as Contractor may determine is necessary. The sand, salt, liquid calcium, or other appropriate materials shall be supplied at the Contractor's expense and stored at Contractor's DEP approved site. Evidence of such site must be provided and attached with signed copy of this contract.

A. **Sand.** When sand is utilized, the sand should be mixed with not less than 80 to 100 lbs of salt to the cubic yard when stockpiling.

B. **Calcium Chloride.** Liquid calcium chloride shall also be supplied by contractor and utilized to pre-wet salt for use on the roadways only in such amount and ratios as the Contractor may determine is necessary.

5. **Start Services.** The Contractor shall start the above mentioned equipment at any time when snow, slush or ice has accumulated on the roads, sidewalks or parking lots creating a hazardous condition either from actual snowfall or drifting caused by wind, and shall operate continuously until all the roads are properly sanded and salted to the reasonable satisfaction of the Town Administrator and/or Road Commissioner. Additionally, the Contractor shall start services when the Town

---

• Brian Foote, Chair • Carolyn Hatch, Vice Chair • Joel Lind, Selectman •  
R. Benjamin Frey, Selectman • Christopher Doherty, Selectman •



## Town of Newcastle

4 PUMP STREET  
NEWCASTLE, ME  
04553  
TEL. (207) 563-3441  
FAX. (207) 563-6995

Administrator and/or Road Commissioner reasonably consider the Town's roads slippery or dangerous. The Contractor shall give special consideration to the scheduling of school buses and commuter traffic in scheduling plowing.

**6. Snow Dumping.** The Town shall annually obtain a permit from the Maine Department of Environmental Protection to discharge snow into the Damariscotta River. The Contractor will follow the terms and conditions of the discharge permit to limit pollutants to entering into the river.

**7. Emergency Services.** At the direction of the Town Administrator, Road Commissioner, the Lincoln County Sheriff's Department or Newcastle Fire Chief, the Contractor shall provide additional services to clear snow or apply sand at any emergency situation and such additional services shall be billed the Town on a time and materials basis. All billings for such additional services shall be paid by the Town within thirty (30) days of receipt of Contractor's invoice.

**8. State of Emergency/ Relief Funds:** If an amount of snow from a single or series of snowfalls, causes the area of snow removal to be declared in a state-of-emergency by the Governor of the State of Maine or other authorized agencies; if the town receives any relief funding for the removal of snow and ice, and if a majority of the Board agrees that the Contractor has incurred expenses beyond reasonable and customary snow removal services, the Board of Selectmen shall transfer such funds to the Contractor in an amount sufficient to reimburse Contractor for such expenses, capped at the amount of the Town's reimbursement.

**9. Independent Contractor.** In the performance of this Agreement, the Contractor, and any agents and employees of the Contractor, shall act in an independent capacity as independent contractors or the agents or employees of an independent contractor and not as officers or employees or agents of the Town.

**10. Contractor's Labor.** Contractor shall be responsible for assuring that all manpower furnished to fulfill the obligations of this Agreement, shall at all times be in compliance with applicable State and Federal labor laws, including but not limited to Worker's Compensation Law, Employment Security Law and Minimum Wage Law.

**11. Indemnification Clause.** Contractor shall indemnify and hold harmless the Town and its officers, officials, agents and employees from and against all claims, damages, losses and expenses, including attorney's fees, arising out of or resulting from Contractor's performance of the Services, provided that any such claim, damage, loss or expense (a) is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property including the loss of use resulting there from, and (b) is caused in whole or in part by any negligent act or omission of the Contractor or any of its officers, agents, employees, representatives, subcontractors, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be



# Town of Newcastle

6A.1

4 PUMP STREET  
NEWCASTLE, ME  
04553  
TEL. (207) 563-3441  
FAX. (207) 563-6995

liable, except where it is caused in part by a party indemnified hereunder. The Contractor shall, at its own expense and cost, defend and protect said indemnified parties against all of such claims and demands. The Contractor's obligations to indemnify as described in this section shall continue in full force and effect following termination or substitution under this contract and until such time as the municipal officers send the Contractor a written notice notifying him that it is released from his obligation to indemnify or until the date upon which the then current year of this Agreement would have expired, whichever occurs first.

**12. Insurance.** Contractor will certify to the Town that it has obtained Public Liability Insurance coverage and Motor Vehicle Liability Insurance in an amount of at least \$1,000,000.00 single limit for personal or bodily injury, death, and property damage protecting the Contractor and the Town from all claims which might arise out of the performance of this Agreement, and will provide the Town with evidence satisfactory to the Municipal Officers of the State Workers' Compensation Act to its employees. Such certification shall include a provision that the Town will be given thirty (30) days' notice of Insurer's intention to cancel said coverage.

**13. Damage.** The Contractor is responsible for repairing damage whether it is caused by equipment or personnel. In the event of damage, the estimated cost of repair of such damage shall be withheld from the final payment due Contractor under the provisions of Paragraph 20 until the damages are remedied to the reasonable satisfaction of the Town Administrator and/or Road Commissioner.

**14. Breach.** If either party fails to perform according to any of the terms or conditions of this Agreement at the time and in the manner specified, such failure to perform shall constitute a breach of this Agreement.

**15. Notice of Breach.** In the event of a breach, the party claiming the breach shall immediately give verbal notice to the breaching party and order it to perform within a reasonable time. If the breaching party fails or refuses to perform within the time specified by the party claiming the breach, the claiming party shall have the following remedies in addition to any other remedies available at law or equity:

**A.** If the Town is the breaching party, the Contractor may terminate this Agreement by sending a written notice of termination to the Town Administrator not less than seven (7) days prior to the date of termination.

**B.** If the Contractor is the breaching party, The Town may terminate the Contractor and/or hire a substitute contractor to perform the Contractor's duties and obligations for any period of time.

---

• Brian Foote, Chair • Carolyn Hatch, Vice Chair • Joel Lind, Selectman •  
R. Benjamin Frey, Selectman • Christopher Doherty, Selectman •



# Town of Newcastle

6A.1

4 PUMP STREET  
NEWCASTLE, ME  
04553  
TEL. (207) 563-3441  
FAX. (207) 563-6995

## 16. Measure of Damages.

A. In the case of the termination of this Agreement by Contractor as a result of a breach by the Town, within thirty (30) days of receipt of notification of termination, the Town shall pay Contractor all sums due it for services performed prior to and including the date of termination plus any incidental and consequential damages suffered by the Contractor as a result of the Town's breach, including but not limited to any attorney's fees incurred by the Contractor to enforce this Agreement.

B. In the case of either termination of the Contractor or substitution or both, the Contractor shall pay the Town for all the reasonable expenses it incurs to complete the Contractor's obligations and duties not performed by the Contractor pursuant to this Agreement prior to the date of termination or substitution plus any incidental and consequential damages suffered by the Town as a result of the Contractor's breach, including but not limited to any attorney's fees incurred by the Town to enforce this Agreement.

i. The amount of damages owed to the Town by the Contractor shall be reduced by any amounts owed to the Contractor for prior work performed according to specifications.

ii. In the event the Town is unable to find a substitute contractor, the Town shall be entitled to receive from the Contractor as liquidated damages an amount equal to the higher of: 1) twice the outstanding balance which would have been paid by the Town if the Contractor had performed as agreed for the remainder of the current year of the Agreement; or (2) any actual, incidental and consequential damages suffered by the Town as the result of the Contractor's failure to perform.

17. **Remedies Cumulative.** The rights and remedies hereby created are cumulative and the use of one remedy shall not be taken to exclude or waive the right to use of another.

18. **Service of Notices.** In any case where it is desirable for the Town to serve upon the Contractor any notice or demand, it shall be sufficient to send a written or printed copy of said notice or demand, by certified mail, return receipt requested, postage prepaid, addressed to:

Hagar Enterprises, Inc.  
54 Biscay Rd  
Damariscotta, Me 04543

---

• Brian Foote, Chair • Carolyn Hatch, Vice Chair • Joel Lind, Selectman •  
R. Benjamin Frey, Selectman • Christopher Doherty, Selectman •



# Town of Newcastle

6A.1

4 PUMP STREET  
NEWCASTLE, ME  
04553  
TEL. (207) 563-3441  
FAX. (207) 563-6995

A. In a case where desirable for the Contractor to give or serve upon the Town any notice or demand, it shall be sufficient to send a written or printed copy of said notice or demand, by certified mail, return receipt requested, postage prepaid, addressed to:

Town Clerk  
Town of Newcastle  
P.O. Box 386  
Newcastle, ME 04553-0386

B. If the Contractor is the breaching party, the Town may terminate the Contractor and/or hire a substitute contractor to perform the Contractor's duties and obligations for any period of time.

**19. Severability.** In the event any term, condition or provision of this Agreement is held invalid by a court of competent jurisdiction, the invalidity of any such convenient term, condition or provision shall in no way affect any other term, condition or provision herein contained.

**20. Payment.** The Town agrees to pay the Contractor for each Agreement period as follows:

2018-2019 ..... \$46,783  
2019-2020 ..... \$48,186  
2020-2021 ..... \$49,391

Option 1 Years:

2021-2022 ..... \$50,872  
2022-2023 ..... \$52,144

Option 2 Years:

2023-2024 ..... \$52,144  
2024-2025 ..... \$54,230

It is further agreed that payments to the Contractor shall be paid as follows: 1/9 of the Agreement price on or before the first day of each month, to begin on September 1st of each year of the Agreement and to end with a May 1st payment. Any payment due Contractor pursuant to the terms of this Agreement not timely paid will be considered a breach by the Town of this Agreement.

**21. Initial Payments.** Any initial payment each year will be held until the Contractor has provided proof of satisfaction of conditions of this Agreement, which shall include but not be

---

• Brian Foote, Chair • Carolyn Hatch, Vice Chair • Joel Lind, Selectman •  
R. Benjamin Frey, Selectman • Christopher Doherty, Selectman •



# Town of Newcastle

6A.1

4 PUMP STREET  
NEWCASTLE, ME  
04553  
TEL. (207) 563-3441  
FAX. (207) 563-6995

limited to: insurance, Workers Compensation coverage, liability insurance, and a DEP approval of Contractor's salt storage area.

**22. Amendment.** It shall be understood that the Agreement prices, stated in section 20, are the "not to exceed" prices. These prices may be modified due to changes in the scope of work as authorized by the Board of Selectmen. Should a reduction in scope be necessary the Contractor agrees to reduce the Agreement price accordingly. Should the scope of work increase, the Town and the Contractor shall negotiate an amended price reflective of that larger workload.

**23. Fuel Circuitbreaker.** In the event that fuel prices go above \$5.00 a gallon, the following formula shall be utilized to determine payment to the Contractor. However, this payment is capped at no more than one thousand five hundred dollars per Agreement period:  $\$1,500 \div 9$  (9 being the total number of payments) = \$166.66 per month. This amount is subject to proration should fuel prices go below \$5.00 gallon.

**24. Loader Operations.** Should it become necessary to have snow removed during any Agreement Period, the Contractor will charge the following hourly rates to include the loader operator: \$98.00 per hour. All billings for such Loader operations shall be billed separately and shall be paid by the Town within thirty (30) days of receipt of Contractor's invoice

IN WITNESS WHEREOF, the parties of the Agreement have executed the same on day and date aforesaid.

Brian Foote, Chair BOS

Hagar Enterprises Inc. Representative

Carolyn Hatch, Vice Chair

Christopher Doherty, Selectman

R. Benjamin Frey, Selectman

Joe Lind, Selectman

• Brian Foote, Chair • Carolyn Hatch, Vice Chair • Joel Lind, Selectman •  
R. Benjamin Frey, Selectman • Christopher Doherty, Selectman •



# Town of Newcastle

6A.1

4 PUMP STREET  
NEWCASTLE, ME  
04553  
TEL. (207) 563-3441  
FAX. (207) 563-6995

Witness to all:

---

Jonathan Duke, Town Administrator

---

. Brian Foote, Chair . Carolyn Hatch, Vice Chair . Joel Lind, Selectman .  
R. Benjamin Frey, Selectman . Christopher Doherty, Selectman .



# Town of Newcastle

[www.NewcastleMaine.us](http://www.NewcastleMaine.us)

Kevin L. Sutherland - Interim Town Manager

**6A.2**

4 Pump Street

PO Box 386

Newcastle, ME 04553

Tel. (207) 563-3441

Fax. (207) 563-6995

FROM: Kevin L. Sutherland, Interim Town Manager  
TO: Hagar Enterprises, Inc c/o Seth Hagar  
DATE: August 29, 2023  
RE: Main Street & Downtown Area Snow & Ice Removal Contract Extension

---

Seth,

The Main Street & Downtown Area Snow & Ice Removal Contract extension should have been presented to and approved by the Newcastle Select Board prior to May 15, 2023. At that time, Newcastle was experiencing staffing changes and this effort was missed.

At their August 28, 2023 meeting, the Newcastle Select Board, by affirmative vote, supported an extension to the agreement for two additional years (as outlined in Section 1).

Please accept this letter as our effort to retain services for the next two seasons September 1, 2023 to May 15, 2024 and September 1, 2024 to May 15, 2025 at the previously negotiated rates of \$52,144 and \$54,230 respectively.

Let me know if you have any questions or concerns.

Sincerely,

Kevin L. Sutherland





## Town of Newcastle Purchasing and Bid Policy

**Purpose:** The Purchasing and Bid Policy has been established to:

- spell out the responsibilities and authority of purchasing
- promote consistent and fair relations with vendors
- allow for level competition to set prices
- control spending with budget limits
- set a professional standard of organizational behavior
- create an organized system of checks and balances
- enhance public trust

### **Definitions:**

Professional Services - nonphysical products or services that individuals or companies provide to help manage or improve a specific area of local government businesses.

**Spending Authority:** The Town Manager is designated by MRSA Title 30-A §2636(7) as the Purchasing Agent for the Town. Accordingly, the Manager and staff are authorized to spend within budget appropriations. Purchases within the dollar ranges specified below must meet the requirements listed.

\$0 - \$5,000. Formal competitive bidding is not required. However, the purchaser should endeavor to get the best value for the money spent. The Town Manager or their designee can approve the purchase.

\$5,000 - \$15,000. Verbal quotations shall be solicited from a minimum of three qualified bidders, if available. The quotes must be documented and attached to the warrant documentation. Signature by the Town Manager is required.

\$15,000 - \$50,000. Written proposals or bids shall be solicited from a minimum of three qualified bidders, if available and attached to the warrant documentation. Signature by the Town Manager is required.

Over \$50,000. Written bid specifications or equivalent shall be approved by the Town Manager. The bid shall be advertised by the most efficient means possible, in order to encourage the widest possible competition. Sealed bids shall be specified and opened at a public meeting. The Town Manager may award the bid to the lowest bidder and authorize or sign the contract.

Annual Maintenance Contracts over \$50,000 – The Town Manager shall coordinate with the Select Board to develop a process to select a contractor and authorize the signing of a contract that is in the best interest of the Town.

**Total Cost Bidding:** If the Town Manager feels that it is in the best interest of the Town not to award the bid to the low bidder, the manager may refer the award of the bid to the Select Board. The Select Board shall award the bid to the best bidder; not necessarily the lowest bidder; keeping in mind the total cost over the life of the project or equipment, the quality of material, availability of service, contributions by the bidder to the local tax or employment base and other significant factors.

**Competitive Purchasing:** Competitive bidding requirements may be delegated by the Town Manager to area-wide, County-wide, or State-wide purchasing cooperatives.

**Exemptions from Competitive Bidding:**

1. Contracts for professional services.
2. Hourly rate contracts, which cannot be effectively estimated.
3. Situations in which it is determined by the Town Manager that only one firm can effectively provide the required service or materials.
4. Emergency repair or replacement where it is determined by the Town Manager that the repair or replacement cannot be delayed sufficiently to conform to the policy.

- 5. The letting of contracts or purchases of additional quantities, where the Town has recently awarded bids as normally required, and the successful bidder is willing to honor the original price.
- 6. Purchases from vendors which have been vetted by a professional association. Such documentation must be attached to invoices for payment.

For exemption items 1-6, the Town Manager will notify the Select Board when an exemption is utilized above the \$15,000 threshold. In the notification, it shall include the reason and the methodology used to assure the best possible price.

**Enactment:** This policy will be implemented upon a majority vote of the Select Board and repeal of the Purchasing and Bid Ordinance by Special Town Meeting. Any future change or amendment to the policy will also require a majority vote by the Select Board.

Date of Adoption: 08-28-2023 (pending Repeal of Purchasing and Bidding Ordinance)

Karen Paz \_\_\_\_\_  
Chair

Joel Lind \_\_\_\_\_  
Vice Chair

Tor Glendinning \_\_\_\_\_

Thomas Kostenbader \_\_\_\_\_

Rufus Percy \_\_\_\_\_

---

Legislative History  
XX-XX-XXXX Repeal of the Purchasing and Bidding Ordinance  
08-28-2023 Adoption (implementation contingent on Repeal of Ordinance)



## Town of Newcastle TRAFFIC & PARKING ORDINANCE

### 1 AUTHORITY

- 1.1 This ordinance is adopted pursuant to 30-A M.R.S.A. §3009, 29-A M.R.S.A. §2395 and §2388.

### 2 PURPOSE

- 2.1 This ordinance is designed to protect public health, welfare, and infrastructure by regulating the parking and operation of motor vehicles on public ways.
- 2.2 Restricting vehicle weight extends infrastructure life expectancy on town ways and bridges.
- 2.3 Reduces safety hazards and the risk of injury to the traveling public.

### 3 DEFINITIONS

- 3.1 The definitions contained in Title 29-A M.R.S.A. as amended through 2021 shall govern the construction of words contained in this Ordinance.
- 3.2 Any words not defined therein shall be given their common and ordinary meaning.

**Town of Newcastle  
TRAFFIC & PARKING ORDINANCE  
Subsection A: Parking**

**4 SIGNAGE & MEDIA**

- 4.1 It shall be the duty of the Town Manager, Road Commissioner, or their designee to erect appropriate signs giving notice of any parking time limit imposed or parking prohibition and no such regulations shall be effective unless said signs are erected and in place at the time of the alleged offense.
- 4.2 The notification of any prohibition may be immediate as determined by the Town Manager, Road Commissioner, or their designee. The notification does not require any public notification by means of public notice requirements or other advance warning or permission by the Select Board. This notice may or may not be published digitally by means of the town website or other social media platforms.
- 4.3 The winter parking ban is a notice and does not require street signage. This parking ban will remain in effect annually.

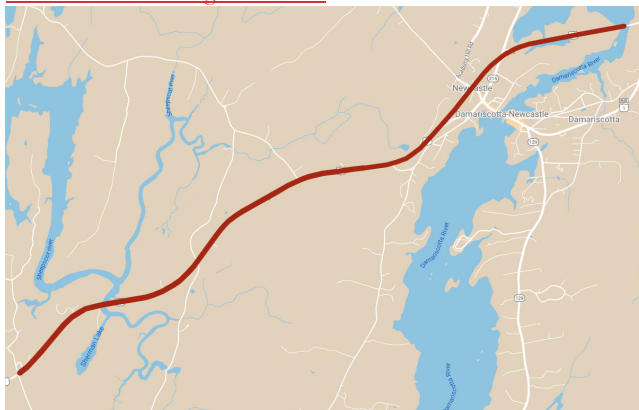
**5 REGULATED AREAS – PARKING**

- 5.1 Between November 1 and April 15, no vehicle or motorcycle shall be parked on any public street or way from 9:00 p.m. to 7:00 a.m., so as to interfere with or hinder the removal of snow from said street or way by the Town plowing / sanding / salting or loading and hauling.
- 5.2 Parking may be prohibited with notification to facilitate daytime snow removal.
- 5.3 When signs are erected giving notice thereof, no person shall park any motor vehicle at any time on the following public ways or specified portions thereof:

- a. South bound side of Route One-1 from the intersection of Hopkins Hill Road to Lewis Hill Road in the Town of Newcastle

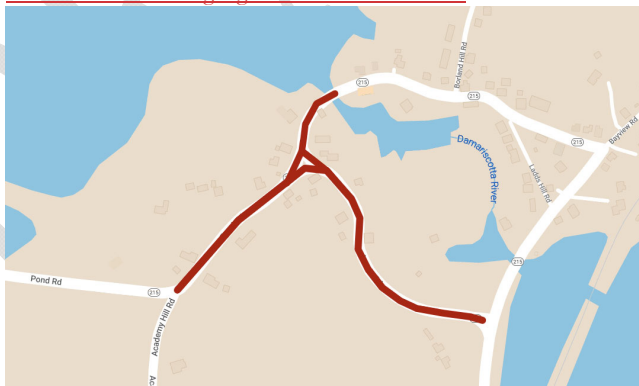
**Town of Newcastle  
TRAFFIC & PARKING ORDINANCE  
Subsection A: Parking**

Exhibit A: No Parking on Route 1



- b. Both sides of Route 215 (Mills-Pond Road) from the intersection at the North end of Academy Hill Road on Pond Road to Austin Rd and the Nobleboro Town Line, and in addition, Austin Road to Mills Road, the Nobleboro Town Line, to the intersection with Academy Hill Road.

Exhibit B: No Parking Sign in Damariscotta Mills



- c. Both sides of River Rd from the intersection of Business Route 1 to Snead Spur.

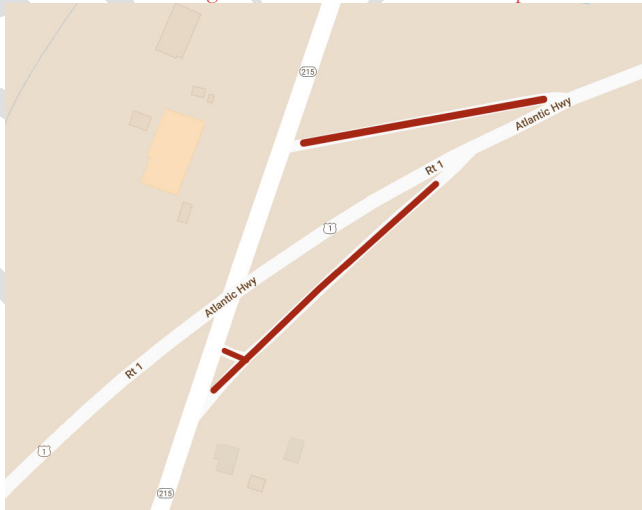
**Town of Newcastle  
TRAFFIC & PARKING ORDINANCE  
Subsection A: Parking**

Exhibit C: No Parking on River Rd from Business Route 1 to Sneed Spur



d. Both sides of the on and off ramps to Route 1 at Route 215 (Mills Road)

Exhibit D: No Parking on the Route 1 on and off Ramps to Route 215



Town of Newcastle  
TRAFFIC & PARKING ORDINANCE  
Subsection A: Parking

e. Any place where an official sign or curb painting so prohibit.

**Commented [TM1]:** Should this be specified for use during events?

DRAFT



**Town of Newcastle**  
**TRAFFIC & PARKING ORDINANCE**  
**Subsection A: Parking**

5.4 Under no circumstances shall a person park any motor vehicle on the following public ways or specified portions thereof:

- a. -On a sidewalk.
- b. Within 10 feet of a fire hydrant.
- c. In front of or preventing any access to fire department emergency equipment i.e. sprinkler connections, dry hydrants, designated landing zones.
- d. On the opposite side of a roadway direction of traffic.
- e. Upon a bridge.
- f. Within 20 feet of the nearest corner of the curb at an intersection.
- g. In front of a public or private driveway or alleyway.

**6 PARKING EXCEPTIONS**

6.1 This ordinance does not apply to motor vehicles parked in prohibited areas for the following reasons:

- a. Mechanical problems or breakdown.
- b. Emergency situations as verified by Emergency Services, the Town Manager, Road Commissioner, or designee.
- c. Maintenance, construction, repair or installation of utilities or the public way by any State or municipal agency or utility company.

**7 TOWING – PARKING**

7.1 Any motor vehicle parked upon a public street or municipal parking lot of the Town of Newcastle in a place, manner or for a length of time prohibited by this Ordinance, or during any parking ban declared by the Municipal Officers/Town Manager/Road Commissioner or their Authorized Designee(s) is hereby declared to be an obstruction in the public way and a menace to the safety of the traveling public.

7.2 Any motor vehicle parked which constitutes an obstruction under this section of this Ordinance may, at the request and under the direction of the Town Manager, Road Commissioner, or their Authorized Designee(s) be towed to a suitable garage or storage space and impounded thereon until all towing, storage fees, and fines are paid. Towing and associated expenses will be at the expense of the owner of said vehicle and without the Town being liable for any damage that may be caused by such removal.

**Town of Newcastle**  
**TRAFFIC & PARKING ORDINANCE**  
**Subsection A: Parking**

**8 DAMAGE – PARKING**

- 8.1 Should damage occur to personal property as a result of owners placing obstructions or objects in a town road right of way, said damages shall be at the owner's expense.
- 8.2 Should a registered owner of a motor vehicle prevent the town from snow removal due to obstruction, the contractor shall file a claim through the Town Office to the Town Manager for approval. Upon approval, the registered owner of any motor vehicle found in violation of this ordinance shall be responsible for the costs of said snow removal if additional claims are brought forth.

DRAFT

**Town of Newcastle**  
**TRAFFIC & PARKING ORDINANCE**  
**Subsection B: Posted Roads**

**9 RESTRICTIONS & NOTICES – POSTED ROADS**

- 9.1 The Select Board may ~~either permanently or seasonally~~, impose such restrictions on the gross registered weight of vehicles as may, in their judgment, be necessary to protect the traveling public and prevent abuse of the highways, and designate the town ways and bridges to which the restrictions shall apply.
- 9.2 Whenever notice has been posted as provided herein, no person may thereafter operate any vehicle with a gross registered weight in excess of 23,000 pounds during any applicable time period on any way or bridge so posted unless otherwise exempt as provided herein.
- 9.3 Pursuant to 29-A M.R.S.A. § 2395, the notice shall contain, at a minimum, the following information:
- a. The name of the way or bridge
  - b. The gross registered weight limit
  - c. The time period during which the restriction applies
  - d. The date on which the notice was posted
  - e. The signature of the Town Manager, Road Commissioner, or designee
  - f. The notice shall be conspicuously posted at each end of the restricted portion of the way or bridge in a location clearly visible from the traveled way
- 9.4 Whenever a restriction expires or is lifted, the notices shall be removed wherever posted.
- 9.5 Whenever a restriction is revised or extended, existing notices shall be removed and replaced with new notices.
- 9.6 No person may remove, obscure or otherwise tamper with any notice so posted except as provided herein.

**10 POSTED ROAD EXEMPTIONS**

The following vehicles are exempt under State law:

- 10.1 Any vehicle delivering home heating fuel and operating in accordance with a permit issued by the MDOT under 29-A M.R.S.A. § 2395 (4) and, when necessary during a period of drought emergency declared by the governor, any vehicle transporting well-drilling equipment for the purpose of drilling a replacement well or for improving an existing well on property where that well is no longer supplying sufficient water for residential or agricultural purpose and operating in accordance with a permit issued by the MDOT under 29-A M.R.S.A. § 2395 (4-A).

**Town of Newcastle**  
**TRAFFIC & PARKING ORDINANCE**  
**Subsection B: Posted Roads**

- 10.2 The following vehicles are also exempt under the specific provisions of this ordinance:
- a. Any vehicle or combination of vehicles registered for a gross weight of 23,000 pounds or less.
  - b. Any vehicle or combination of vehicles registered for a gross weight in excess of 23,000 pounds and traveling without a load other than tools or equipment necessary for the proper operation of the vehicle.
    - (1) This exemption does not apply to special mobile equipment
    - (2) It shall be a defense to a violation of this sub-section if the combined weight of any vehicle or combination of vehicles registered for a gross weight in excess of 23,000 pounds and its load is in fact less than 23,000 pounds.
  - c. MaineDOT vehicles or other vehicles authorized by MaineDOT or a municipality or county to maintain the roads under their authority.
  - d. Authorized emergency vehicles as defined in 29-A M.R.S.A. § 2054, school buses, a wrecker towing a disabled vehicle of legal weight from a posted roadway, and vehicles with three axles or less under the direction of a public utility and engaged in utility infrastructure maintenance or repair.
  - e. Any two axle vehicles registered for a gross weight in excess of 23,000 pounds and less than or equal to 34,000 pounds that are carrying any of the Special Commodities may operate without a permit. Special Commodities includes any of the following:
    - (1) Home delivered heating fuel (oil, gas, coal, stove size wood that is less than 36" in length, propane and wood pellets);
    - (2) Petroleum products;
    - (3) Groceries;
    - (4) Bulk milk;
    - (5) Waste;
    - (6) Animal bedding;
    - (7) Returnable beverage containers;
    - (8) Sewage from private septic tanks or porta-potties;
    - (9) Medical gases;
    - (10) Animal feed.

**11 PERMITS – POSTED ROADS**

- 11.1 The owner or operator of any vehicle not otherwise exempt as provided herein may apply in writing to the Town Manager, Road Commissioner, or designee for a permit to operate on a posted way or bridge notwithstanding the restriction. The Town Manager, Road Commissioner or designee may issue a permit only upon all of the following findings:

**Town of Newcastle**  
**TRAFFIC & PARKING ORDINANCE**  
**Subsection B: Posted Roads**

- a. No other route is reasonably available to the applicant;
  - b. It is a matter of economic necessity and not mere convenience that the applicant uses the way or bridge; and
  - c. The applicant has tendered cash, a bond or other suitable security running to the municipality in an amount sufficient, in their judgment, to repair any damage to the way or bridge which may reasonably result from the applicant's use of same.
- 11.2 Even if the Town Manager, Road Commissioner, or designee make the foregoing findings, they need not issue a permit if they determine the applicant's use of the way or bridge could reasonably be expected to create or aggravate a safety hazard or cause substantial damage to a way or bridge maintained by the municipality. They may also limit the number of permits issued or outstanding as may, in their judgment, be necessary to preserve and protect the highways and bridges.
- 11.3 In determining whether to issue a permit, the Town Manager, Road Commissioner, or designee shall consider the following factors:
- a. the gross registered weight of the vehicle;
  - b. the current and anticipated condition of the way or bridge;
  - c. the number and frequency of vehicle trips proposed;
  - d. the cost and availability of materials and equipment for repairs;
  - e. the extent of use by other exempt vehicles; and
  - f. such other circumstances as may, in their judgment, be relevant.
- 11.4 The Town Manager, Road Commissioner, or designee may issue permits subject to reasonable conditions, including but not limited to restrictions on the actual load weight and the number or frequency of vehicle trips, which shall be clearly noted on the permit.
- 11.5 An applicant whose permit is denied may appeal the decision through the Town of Newcastle's Board of Appeals

**12 PENALTIES – OVERWEIGHT VEHICLES**

- 12.1 Each violation shall be deemed a separate offense.
- 12.2 Any violation of this Ordinance for being overweight on posted roads shall be a civil infraction ~~Class E crime~~ and handled as a traffic violation. See Town Fee Schedule.
- 12.3 In addition to any fine, the Town of Newcastle may seek restitution for the cost of repairs to any damaged town property, damaged way, or bridge and reasonable attorney fees and costs.
- 12.4 Prosecution shall be in the name of the municipality and shall be brought in the Maine District Court.

**Commented [TM2]:** Is there a comprehensive list somewhere?

**Town of Newcastle  
TRAFFIC & PARKING ORDINANCE**

**13 ADMINISTRATION & ENFORCEMENT**

13.1 This Ordinance shall be administered and may be enforced by the Town Manager, Road Commissioner, or ~~a duly authorized~~ designee such as a law enforcement officer.

**14 SEVERABILITY**

14.1 In the event that any portion of this Ordinance is declared invalid by a Court of competent jurisdiction, the remaining portions shall continue in full force and effect.

**15 EFFECTIVE DATE**

15.1 This Ordinance shall take effect immediately upon enactment by the municipal officers at any properly noticed meeting.

This Ordinance is hereby approved and signed by the Municipal Officers on June 20, 2023:

\_\_\_\_\_  
Karen Paz, Select Board Chair

\_\_\_\_\_  
Joel Lind, Select Board

\_\_\_\_\_  
Tor Glendinning, Select Board

\_\_\_\_\_  
Thomas Kostenbader, Select Board

\_\_\_\_\_  
Rufus Percy, Select Board

A true & attested copy by: \_\_\_\_\_  
Michelle Cameron, Interim Town Clerk

Jrnl	Invoice Description	Reference	Proj	Amount	Encumbrance
Description	Account				
		Prepaid Total-		8,224.09	
		Current Total-		213,165.26	
		Warrant Total-		221,389.35	

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: 8/28, 2023

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

---



---



---



---



---

0.00 \*  
 174.73 +  
 2,256.92 +  
 105.40 +  
 597.32 +  
 7.23 +  
 1,229.87 +  
 666.51 +  
 398.86 +  
 285.25 +  
 149,770.83 +  
 36,960.92 +  
 516.56 +  
 12.55 +  
 200.00 +  
 559.00 +  
 812.79 +  
 691.56 +  
 8.99 +  
 356.72 +  
 3,824.43 +  
 1,800.00 +  
 1,677.95 +  
 34.3.32 +  
 187.28 +  
 453.39 +  
 9,984.00 +  
 7,308.37 +  
 198.60 +  
 221,389.35 \*

Jrnl	Invoice Description	Reference	Amount	Encumbrance
Description	Account	Proj		
<b>00348 AT&amp;T MOBILITY</b>				
0083	FD - Casey Phone	287325365226		
	FD - Casey Phone	E 105-05-09	174.73	0.00
	PUB SAFETY - FIRE DEPT / PHONES			
	<b>Vendor Total-</b>		<b>174.73</b>	
<b>00277 BANGOR SAVINGS BANK</b>				
0083	Fire Truck Loan Pymt	September		
	Sept. Truck Pymt	E 110-30-60	2,256.92	0.00
	DEBT SERVICE - DEBT SERV / LOAN PYMT FT			
	<b>Vendor Total-</b>		<b>2,256.92</b>	
<b>00033 CENTRAL MAINE POWER CO</b>				
0083	Various Electric Accounts			
	35013306861 - FLASHER	E 105-57-03	33.73	0.00
	PUB SAFETY - INFRASTRUCT / FLASHER RT 1			
	35015543313 - BIRD	E 101-67-02	38.24	0.00
	GEN GOVT - BIRD PLAYGR / ELECTRICITY			
	35015543750 - SHPS FD	E 105-68-02	33.43	0.00
	PUB SAFETY - SHEEPSCT STA / ELECTRICITY			
	<b>Vendor Total-</b>		<b>105.40</b>	
<b>00074 COLBY &amp; GALE</b>				
0083	Newcastle Fire Co - Gas	July & August		
	FD VEHICLE FUEL	E 105-05-60	597.32	0.00
	PUB SAFETY - FIRE DEPT / VEH GAS/OIL			
	<b>Vendor Total-</b>		<b>597.32</b>	
<b>00380 Constellation Newenergy, Inc.</b>				
0083	Harriet Bird / Flasher	Electricity		
	35015543313 - H. Bird	E 101-67-02	4.84	0.00
	GEN GOVT - BIRD PLAYGR / ELECTRICITY			
	35013306861 - Flasher	E 105-68-02	2.39	0.00
	PUB SAFETY - SHEEPSCT STA / ELECTRICITY			
	<b>Vendor Total-</b>		<b>7.23</b>	
<b>00378 Copeland's Garage Inc.</b>				
0083	Brake Work for Fire Truck	8/2 & 8/21/2023		
	Brake Work for Fire Truck	E 105-05-42	1,229.87	0.00
	PUB SAFETY - FIRE DEPT / EQ/VEH MAINT			
	<b>Vendor Total-</b>		<b>1,229.87</b>	
<b>00212 CREATIVE DIGITAL IMAGING</b>				
0083	Postage for Tax Bills	INV#113329		
	Inv#113329 - Postage	E 101-25-05	666.51	0.00
	GEN GOVT - OPERATIONS / POSTAGE/ENV			
	<b>Vendor Total-</b>		<b>666.51</b>	
<b>00095 DISCOUNT TIRE &amp; ALIGNMENT / DON FOSHAY</b>				
0083	Inspections/Maintenance	8 Sep Invoices		
	Inspec/Maint - 8 Invs	E 105-05-42	398.86	0.00
	PUB SAFETY - FIRE DEPT / EQ/VEH MAINT			
	<b>Vendor Total-</b>		<b>398.86</b>	
<b>00293 ELAN FINANCIAL SERVICES</b>				
0083	VISA COMMUNITY CARD	Adobe/Google/zo		
	Adobe/Google/Zoom etc	E 101-25-11	285.25	0.00
	GEN GOVT - OPERATIONS / SOFTWARE			
	<b>Vendor Total-</b>		<b>285.25</b>	
<b>00010 GREAT SALT BAY COMM. SCHOOL</b>				
0083	School/Elementary	August		
	August School/Elementary	E 116-60-01	149,770.83	0.00
	SCHOOLS - SCHOOLS / ELEMENTARY			
	<b>Vendor Total-</b>		<b>149,770.83</b>	



Jrnl	Invoice Description	Reference	Proj	Amount	Encumbrance
Description	Account				
<b>00897 HAGAR ENTERPRISES, INC</b>					
0083	SNOW PYMT #1	SEPTEMBER			
	Snow Removal Roads	E 107-41-01		31,167.14	0.00
		PUBLIC WORKS - WINTER OPS / SNOW REMOVAL			
	Snow Downtown	E 107-41-02		5,793.78	0.00
		PUBLIC WORKS - WINTER OPS / SNOW DWNTWN			
		<b>Vendor Total-</b>		<b>36,960.92</b>	
<b>00449 HYGRADE BUSINESS GROUP, INC.</b>					
0083	Tax Bills / PDF File	Inv#805914			
	Tax Bills / PDF File	E 101-25-05		516.56	0.00
		GEN GOVT - OPERATIONS / POSTAGE/ENV			
		<b>Vendor Total-</b>		<b>516.56</b>	
<b>00165 KONICA MINOLTA/SYMQUEST</b>					
0083	500-0622968-000	#505674838			
	500-0473754-000	E 105-05-55		12.55	0.00
		PUB SAFETY - FIRE DEPT / ADMIN/OFC			
		<b>Vendor Total-</b>		<b>12.55</b>	
<b>00318 LCTV</b>					
0083	2 Planning Board Meetings	7/24 & 8/17			
	Video Recordings	E 101-25-81		200.00	0.00
		GEN GOVT - OPERATIONS / VIDEO RECORD			
		<b>Vendor Total-</b>		<b>200.00</b>	
<b>01605 LIBERTY MUTUAL INSURANCE</b>					
0083	Newcastle Fire Co Insuran	#9000193502	*** PAID ***	Check # 2454	
	#9000193502 - Fire Co Ins	E 101-03-05		559.00	0.00
		GEN GOVT - INSURANCE / PROP/CASUALT			
		<b>Vendor Total-</b>		<b>559.00</b>	
<b>01074 LINCOLN COUNTY</b>					
0083	ACO - WAGES	July Services			
	ACO Wages - July	E 105-55-01		812.79	0.00
		PUB SAFETY - ANIMAL CNTRL / ANIMAL CNTRL			
		<b>Vendor Total-</b>		<b>812.79</b>	
<b>00394 LINDA R SKIFF</b>					
0083	Over charged for Excise	Refund			
	Over charged for Excise	R 101-20		691.56	0.00
		GEN GOVT - MV EXCISE			
		<b>Vendor Total-</b>		<b>691.56</b>	
<b>00121 LOUIS DOE, INC.</b>					
0083	Basketball Hoop - 290406	Harriet Bird			
	Basketball Hoop - H. Bird	E 118-98-01		8.99	0.00
		RESERVE XFER - TRANSFERS / BIRD CLUBHOU			
		<b>Vendor Total-</b>		<b>8.99</b>	
<b>01613 MAINE INFORMATION NETWORK</b>					
0083	Inv#4195406 - InforME	J. Hunt	*** PAID ***	Check # 2426	
	Excise Tax x 2	R 101-20		246.72	0.00
		GEN GOVT - MV EXCISE			
	State Fee x 2	G 1-345-00		100.00	0.00
		GEN'L GOV. / STATE MV FEE			
	Agent Fee x 2	R 101-30		10.00	0.00
		GEN GOVT - AGENT FEE			
		<b>Vendor Total-</b>		<b>356.72</b>	
<b>00016 MAINE MUNICIPAL EMPL. HEALTH TRUST</b>					
0083	Member Group Insurance	September			
	Dental	E 101-02-07		0.92	0.00
		GEN GOVT - FRINGE BENEF / DENTAL IN TM			
	Health (Medical)	E 101-02-02		3,771.71	0.00

Jrnl	Invoice Description	Reference	Proj	Amount	Encumbrance
Description	Account				
	GEN GOVT - FRINGE BENEF / HEALTH INS				
IPP (Income Protection)	E 101-02-05			48.59	0.00
	GEN GOVT - FRINGE BENEF / IPP				
Vision	E 101-02-04			3.21	0.00
	GEN GOVT - FRINGE BENEF / OTHR HLTH TM				
	<b>Vendor Total-</b>			<b>3,824.43</b>	
<b>00109 PROPERTY CARE PLUS, INC</b>					
0083 CEMETARY MOWING	SEPTEMBER				
SEPTEMBER MOWING	E 101-70-02			1,800.00	0.00
	GEN GOVT - CEMETERIES / MOWING				
	<b>Vendor Total-</b>			<b>1,800.00</b>	
<b>00164 RELIANCE EQUIPMENT</b>					
0083 Time&Materials - Pump	Inv#9689				
Pump Repairs / Labor	E 105-05-42			1,677.95	0.00
	PUB SAFETY - FIRE DEPT / EQ/VEH MAINT				
	<b>Vendor Total-</b>			<b>1,677.95</b>	
<b>00393 SANDY PAULSEN</b>					
0083 REFUND FOR DOUBLE PYMT	Auto Reg.				
Refund for Double Pymt	R 101-99			343.32	0.00
	GEN GOVT - MISC REV				
	<b>Vendor Total-</b>			<b>343.32</b>	
<b>00321 SBA TOWERS X, LLC</b>					
0083 CUSTOMER#ME24363-A-05	July /August				
July/Aug Invoices	E 105-05-25			187.28	0.00
	PUB SAFETY - FIRE DEPT / COMMUNICATN				
	<b>Vendor Total-</b>			<b>187.28</b>	
<b>00189 TIDEWATER TELECOM INC</b>					
0083 PHONE LINES	Fire Company				
FIRE DEPT	E 105-05-09			231.10	0.00
	PUB SAFETY - FIRE DEPT / PHONES				
TOWN OFFICE	E 101-65-05			222.29	0.00
	GEN GOVT - TOWN OFFICE / TELEPHONES				
	<b>Vendor Total-</b>			<b>453.39</b>	
<b>00354 TOWN OF NOBLEBORO</b>					
0083 (SEPT) TIPPING FEES					
SEPT TIPPING FEES	E 102-10-10			9,984.00	0.00
	PUBLIC SRVCE - WASTE DISP / TRANSFER STA				
	<b>Vendor Total-</b>			<b>9,984.00</b>	
<b>00023 TREASURER, STATE OF ME-BMV</b>					
0083 7/28-8/4 & 8/4-8/11/23	BMV Reports	*** PAID ***	Check #	2425	
7/28-8/4 BMV Report	G 1-345-00			3,716.06	0.00
	GEN'L GOV. / STATE MV FEE				
8/4-8/11 BMV Report	G 1-345-00			3,592.31	0.00
	GEN'L GOV. / STATE MV FEE				
	<b>Vendor Total-</b>			<b>7,308.37</b>	
<b>01503 U.S. BANK EQUIPMENT FINANCE, INC</b>					
0083 COPIER LEASE/MAINT	#508475282				
T.O. COPIER LEASE & MAINT	E 101-26-01			198.60	0.00
	GEN GOVT - LEASES / COPIER				
	<b>Vendor Total-</b>			<b>198.60</b>	

Fire Company Warrant #1

Journal # \_\_\_\_\_

Date--8/23/23

	VENDOR/DESCRIPTION	\$ AMOUNT	GL ACCOUNT #
1	Tidewater Telecom	\$231.10	E 105-05-09
		<del>\$ 174.73</del>	
2	AT&T Mobility	<del>\$89.37</del>	E 105-05-09
3	Reliance Equipment - Engine 5 Service	\$1,677.95	E 105-05-42
4	SymQuest	\$12.55	E 105-05-55
		<del>\$ 398.86</del>	
5	Don Foshay - Inspections & Oil Change	<del>\$143.16</del>	E 105-05-42
6	Copeland's Garage Inc. - Rescue 4 brake work	\$1,229.87	E 105-05-42
9	SBA Towers X, LLC	\$187.28	E 105-05-25
10	Colby & Gale	\$597.32	E 105-05-60

Total

~~\$4,158.60~~  
 \$4509.66

SC

The above bills are respectfully submitted for payment by the Newcastle Fire Compay Inc.

Signed: 

Casey Stevens, Fire Chief

Adjusted Amounts

0.00	*
231.10	+
174.73	+
1,677.95	+
12.55	+
398.86	+
1,229.87	+
187.28	+
597.32	+
4,509.66	*