

**Board of Selectmen & Assessors Meeting/Public Hearing - Agenda**  
**June 29, 2020 @ 7:00p.m.**  
**Via Zoom Meeting/YouTube Live Streaming**

**1. Call to Order:**

**2. Amendments to the Agenda (Pending Approval)**

**3. Minutes**

**4. New Business**

4.1 Road Maintenance Contract FY 21

**5. Unfinished Business**

**6. Town Administrator Report and Communications**

**7. Fiscal Warrants**

7.1 Town Warrant \$ 199,669.14

7.2 Fire Warrant \$ 9,408.00

**8. Board of Assessors**

**9. Executive Session(s)**

**10. Adjournment**

*Comments Regarding Items Within The Public Hearing Can Be Sent To The Town Clerk's Email Prior To The Meeting For Circulation To The Rest Of The Board ([clerk@newcastlemaine.us](mailto:clerk@newcastlemaine.us)). The Board has extended the comment period for the Public Hearing to extend until Monday, June 29<sup>th</sup>.*

*Public Comments Regarding Items On The Agenda Can Be Sent To The Town Administrator's Email Prior To The Meeting For Circulation To The Rest Of The Board ([townadministrator@newcastlemaine.us](mailto:townadministrator@newcastlemaine.us))*

**Upcoming Events**

Town Office Re-Opening: Monday, June 29<sup>th</sup> (tentative)

Fiscal Year End - Town Office Closed at 12pm: Tuesday, June 30<sup>th</sup>

Fourth of July (observed) – Town Office Closed: Friday, July 3<sup>rd</sup>.

Election Day – Town Office Closed: Tuesday, July 14<sup>th</sup>

All Other Public Buildings: Closed To The Public

For Updated Information Please Check The Town's Facebook/Twitter accounts and Town's Website: [newcastlemaine.us](http://newcastlemaine.us)

*Executive Session 1 M.R.S.A. Section 405 (6) A – Personnel, C – Real Estate, D - Labor Contracts, E – Legal, H – Consultation With CEO Concerning Enforcement Action*



# Town of Newcastle

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

CONTRACT FISCAL YEAR 2021

## ROAD MAINTENANCE CONTRACT

Date: \_\_\_\_\_, 2020

This agreement is entered into and executed by and between the Inhabitants of the Town of Newcastle, by and through its Board of Selectmen (hereinafter "Town") And Hagar Enterprises ("Contractor"). The Board of Selectmen has made a finding that the goods, services, and improvements detailed in this contract are available only from a single source vendor which has the previous experience, knowledge and expertise in maintenance of the Town Roads of Newcastle, Maine, and that awarding this contract to the said Contractor provides continuity, reliability and availability and the Contractor is in good standing. A majority of the Board of Selectmen has also determined that the Board and the Town Manager have exercised due diligence in reviewing this Contracting relationship during this contract renewal to determine that the goods, services, and improvements offer by the Contractor are not sufficiently available from multiple vendors at the time of contract expiration.

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

### CONTRACTOR PROVISIONS

**Scope of Work:** Contractor shall, subject to votes of the Board of Selectmen, perform or arrange for the performance of Maintenance Work selected by the Town, as directed by the Board of Selectmen, for completion for fiscal year 2021.

**Payment Terms:** Payment shall be on a time and material basis at the rates included in Exhibit A. Any variation from these payment rates that may be requested due to special circumstances must be approved in writing by the Town Manager. Town agrees to pay Contractor within 30 days of receipt of an invoice and confirmation from the Road Commissioner that the work was completed in a workmanlike manner pursuant to the standards set forth in this Contract. If Contractor arranges for others to complete Maintenance Work, the Town shall make payment directly to such other entity.

**Term:** This contract is for Newcastle Fiscal Year 2021 and shall terminate on July 1, 2021.

**Maintenance Work Services:** Contractor shall provide all Maintenance Work (as defined by Maine DOT work-plan for 2021-22) under this contract in a timely manner, at the price stated in

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• R. Benjamin Frey, Chair • Carolyn Hatch, Vice Chair • Joel Lind, Selectman •  
Brian Foote, Selectman • Wanda Wilcox, Selectman •

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



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the attached schedule, and in accordance with the specific job requirements and industry standards and under best efforts and to not less than best practices standards. Contractor shall perform work under the direction of the Town's Road Commissioner, or in his absence, the Town Manager.

In the case of road conditions resulting in a dangerous condition, Contractor must begin repair of the issue as soon as possible and in all events within 48 hours of the issue being reported to Contractor and shall continue to prosecute such repairs with ordinary diligence. Notwithstanding the foregoing, if it is not reasonably possible to begin repairs within 48 hours, Contractor shall promptly provide notice of such a conclusion to the Town.

**Infrastructure Work Services:** Contractor shall provide all Infrastructure Work under this contract in a timely manner and in accordance with the specific job requirements and industry standards and under best efforts and to not less than best practices standards. Contractor shall perform work under the direction of the Town's Road Commissioner, or in his absence, the Town Manager. Prior to initiating any Infrastructure Work, Contractor shall consult with the Board of Selectmen and provide a budget, approximate plan specifications, and the option to engage an engineering planning and/or third-party testing professional for the project. Upon Board of Selectman approval, Contractor shall obtain an engineering plan and third-party testing agreement with an updated budget for the project. The engineering plans and third party agreement shall run to the Town of Newcastle, care of the Newcastle Board of Selectmen, as the contracting party.

**Insurance:** Contractor must provide proof to the Town that it has obtained general liability insurance, motor vehicle ability insurance, and Workers' Compensation insurance to include employers liability insurance in an amount of not less than \$2 million. Contractor must provide insurance binders to the town, satisfactory to the Town Administrator, naming the town of Newcastle as an insured. Such certification shall include a provision that the Town must be given 30 days' notice by the insurance company of any intention to cancel coverage.

Contractor shall provide the same insurance coverage documents for subcontractors or other contractors providing Maintenance Work or provide a letter from Contractor's insurance company that claims against such entities are covered in Contractor's policy.

**Equipment:** Contractor shall have sufficient equipment, including back up equipment, to perform the services of the contract.

## OTHER PROVISIONS

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1. **Independent contractor:** Contractor and any agents or employees of the contractor, in the performance of the contract, shall act as independent contractors or the agents or employees of the herein named Contractor and not as officers or employees or agents of the Town.
2. **Contractor's Labor:** For any man power furnished to fulfill the obligations of this contract, the Contractor shall be responsible for assuring that all man power is in compliance with applicable State and Federal labor laws including but not limited to Worker's Compensation law, employment security law, and the minimum wage law.

In addition it is the responsibility of the Contractor to ensure that all employees working on behalf of the Town under this agreement behave in a manner that does not reflect negatively on the Town or the Contractor. The Contractor agrees to indemnify the town from any loss caused by the employees or Subcontractors of the said Contractor.

The Town retains the right to contract with one or more contractors for public works services, infrastructure work, or maintenance work depending on the availability of Contractor personnel and equipment, cost and any other factors in the reasonable discretion of the Town.

3. **Indemnification:** 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 attorneys' fees, arising out of or resulting from the performance of Maintenance Work or Infrastructure completed by Contractor or the Subcontractors or other Contractors under the Contractor's direction, 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 therefrom, 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, or anyone directly or indirectly employed by any of them for anyone for which any of them may be liable, regardless of whether or not 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 affect following termination or substitution under the contract until such time as the municipal officers send the



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Contractor a written notice notifying them that they are released from their obligation to indemnify, or until the passing of the statute of limitations.

4. **Breach:** if Contractor fails to perform according to any of the terms or conditions of this contract at that time in the manner specified, such failure to perform shall constitute a breach of contract.
5. **Notice of breach:** in the event of a breach, the Town Manager shall provide verbal or written notice to Contractor and order it to perform within a reasonable time. If Contractor fails or refuses to perform within the time specified by the Town Administrator, the Municipal Officers shall have the following remedies in addition to any other remedies available at law or equity:
  - a. The Town may terminate the contract by sending a written notice of termination to the Contractor; and
  - b. The town may hire a substitute contractor to perform the Contractor's duties and obligations for any period of time; and
  - c. The town may deduct and withhold any amount due the Contractor for prior work and apply that amount to any cost incurred by the town as a result of the termination or substitution.
6. **Remedies:** The rights and remedies herein created are cumulative, and the use of one remedy shall not be taken to exclude or waive the right to use of another.
7. **Service of notice:** in any case where 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, address to:



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Hagar Enterprises, Inc.  
50 Biscay Road  
Damariscotta, ME  
04543.

In cases where desirable for the contractor to give or serve up on 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

Jonathan Duke, Town Administrator  
4 Pump Street  
Newcastle, ME  
04553

8. **Severability:** In the event any term, condition, or provision of this contract is held invalid by a court of competent jurisdiction, the invalidity of such term, condition, or provision shall in no way affect any other term, condition or provision here in contained.

IN WITNESS WHEREOF, the parties of this agreement I have executed the same on this \_\_\_\_\_ day of June, 2020.

\_\_\_\_\_  
R. Benjamin Frey, Chair BOS

\_\_\_\_\_  
Hagar Enterprises Inc. by its  
Duly Authorized Representative

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Carolyn Hatch, Vice Chair

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Wanda Wilcox, Selectman

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Brian Foote, Selectman

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Joel Lind, Selectman

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Jonathan Duke, Town Administrator

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Brian Foote, Selectman • Wanda Wilcox, Selectman •

Jrnl	Invoice Description	Reference			
Description	Account	Proj	Amount	Encumbrance	
DEDUC/VISION INS/ TC	GEN'L GOV. / DENTAL DED G 1-334-00		11.15	0.00	
TWN SHARE HEALTH INS/DC	GEN'L GOV. / VISION DED E 101-02-02		2,132.71	0.00	
DEDUC/INCOME PROT/TC	GEN GOVT - FRINGE BENEF / HEALTH INS E 101-02-05		51.43	0.00	
DEDUC/INCOME PROT/TA	GEN GOVT - FRINGE BENEF / S/T DISABILT E 101-02-05		74.81	0.00	
DEDUC/INCOME PROT/DC	GEN GOVT - FRINGE BENEF / S/T DISABILT E 101-02-05		42.00	0.00	
DEDUC/HEALTH INS/TC	GEN GOVT - FRINGE BENEF / S/T DISABILT G 1-332-00		256.00	0.00	
DEDUC/HEALTH INS/DC	GEN'L GOV. / HLTH INS DED G 1-332-00		256.00	0.00	
DEDUC/DENTAL INS/DC	GEN'L GOV. / HLTH INS DED G 1-338-00		74.85	0.00	
DED/VISION/DC	GEN'L GOV. / DENTAL DED G 1-334-00		5.58	0.00	
	GEN'L GOV. / VISION DED				
<b>Vendor Total-</b>			<b>5,136.09</b>		
<b>00993 MURPHY APPRAISAL SERVICES, INC.</b>					
0627	ASSESSING SERVICES	JUNE			
	JUNE ASSESSING SERVICES	E 101-04-01	740.00	0.00	
	GEN GOVT - CONTRACTOR / ASSESSORS'				
<b>Vendor Total-</b>			<b>740.00</b>		
<b>00000 NEWCASTLE POST OFFICE/ USPS</b>					
0627	POSTAGE FOR ABSENTEE BALL	400@.70	*** PAID ***	Check # 24656	
	POSTAGE FOR BALLOTS	E 101-25-05	335.00	0.00	
	GEN GOVT - OPERATIONS / POSTAGE/ENV				
<b>Vendor Total-</b>			<b>335.00</b>		
<b>00000 PREMIER FINISHES INC</b>					
0627	LABOR & MATERIALS - CO RM	MAINT/REPAIR FD			
	PAINT/REPAIRS/LABOR FEES	E 105-66-04	4,016.00	0.00	
	PUB SAFETY - FIRE STA/COM / MAINT/REPAIR				
<b>Vendor Total-</b>			<b>4,016.00</b>		
<b>00395 SEACOAST SECURITY &amp; TELE.</b>					
0627	INV#657270	MONITORING			
	ALARM MONITORING	E 101-65-04	826.43	0.00	
	GEN GOVT - TOWN OFFICE / MAINT/REPAIR				
<b>Vendor Total-</b>			<b>826.43</b>		
<b>00189 TIDEWATER TELECOM INC</b>					
0627	PHONE LINES	JUNE 19, 2020			
	TOWN OFFICE LINES	E 101-65-05	199.91	0.00	
	GEN GOVT - TOWN OFFICE / TELEPHONES				
<b>Vendor Total-</b>			<b>199.91</b>		
<b>00354 TOWN OF NOBLEBORO</b>					
0627	(JUNE) TIPPING FEES	FISH LADDER PRO			
	JUNE TIPPING FEES	E 102-10-10	7,657.00	0.00	
	PROTECTION - WASTE DISP / TRANSFER STA				
	FISH LADDER PROJECT	E 208-91-01	6,643.16	0.00	
	ALEWIFE RES - RES ACCT EXP / ALEWIFE EXP				
<b>Vendor Total-</b>			<b>14,300.16</b>		
<b>01503 U.S. BANK EQUIPMENT FINANCE, INC</b>					
0627	COPIER LEASE/MAINT	INV#416815041			
	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>		

Jrnl	Invoice Description	Reference	Amount	Encumbrance
Description	Account	Proj		
<b>00033 CENTRAL MAINE POWER CO</b>				
0627	VARIOUS ELECTRIC ACCTS			
35013844770	- STR LIGHTS	E 101-55-05	546.89	0.00
	GEN GOVT - PROTECTION / ST LIGHTS			
35013306861	- FLASHER	E 101-55-06	19.52	0.00
	GEN GOVT - PROTECTION / FLASHER RT 1			
35011641467	- F.D.	E 105-66-02	127.28	0.00
	PUB SAFETY - FIRE STA/COM / ELECTRICITY			
	<b>Vendor Total-</b>		<b>693.69</b>	
<b>00237 ES&amp;S ELECTION SYSTEMS AND SOFTWARE,</b>				
0627	3 INVOICES - ELECTION	BALLOTS / CODIN		
INV#1140637	-BALLOTS	E 101-25-07	481.11	0.00
	GEN GOVT - OPERATIONS / ELECTION SUP			
INV#1140884	-CODING	E 101-25-07	399.57	0.00
	GEN GOVT - OPERATIONS / ELECTION SUP			
INV#1140961	-BALLOTS	E 101-25-07	399.85	0.00
	GEN GOVT - OPERATIONS / ELECTION SUP			
	<b>Vendor Total-</b>		<b>1,280.53</b>	
<b>00000 FOOTE GAMACHE CONSULTING</b>				
0627	INV#1003	TOWN OFF INSTAL	*** PAID ***	Check # 24657
INV#1003		E 209-91-07	14,652.97	0.00
	COMPUTER RES - RES ACCT EXP / COMPUTER EXP			
	<b>Vendor Total-</b>		<b>14,652.97</b>	
<b>01272 FOUR SEASONS JANITORIAL CONT., INC</b>				
0627	WEEKLY CLEANING - FD	INV#15154		
FD - Community Room		E 101-04-04	173.49	0.00
	GEN GOVT - CONTRACTOR / JANIT C.R.			
	<b>Vendor Total-</b>		<b>173.49</b>	
<b>00010 GREAT SALT BAY COMM. SCHOOL</b>				
0627	SCHOOL/ELEMENTARY	JUNE PYMT		
JUNE PAYMENT		E 116-60-01	147,731.73	0.00
	SCHOOLS - SCHOOLS / ELEMENTARY			
	<b>Vendor Total-</b>		<b>147,731.73</b>	
<b>00000 LAKESIDE ELECTRICAL</b>				
0627	WIRING & LED LIGHT INSTAL	2 SEP INVOICES		
INV#139	-WIRING	E 101-65-04	3,553.35	0.00
	GEN GOVT - TOWN OFFICE / MAINT/REPAIR			
INV#140	-LED LIGHTS	E 101-65-04	4,624.97	0.00
	GEN GOVT - TOWN OFFICE / MAINT/REPAIR			
	<b>Vendor Total-</b>		<b>8,178.32</b>	
<b>00013 LINCOLN COUNTY NEWS</b>				
0627	ADS - INV 6/25/2020	P187960		
INV A6/25/2020 - ADS		E 101-25-55	70.00	0.00
	GEN GOVT - OPERATIONS / ADS			
	<b>Vendor Total-</b>		<b>70.00</b>	
<b>00000 MAINE MUNICIPAL ASSOCIATION</b>				
0627	3RD INSTALL-WORKERS COMP	INV00177078		
3RD INSTALL OF WORKERS CO		E 101-03-15	1,100.25	0.00
	GEN GOVT - INSURANCE / WORKERS COMP			
	<b>Vendor Total-</b>		<b>1,100.25</b>	
<b>00016 MAINE MUNICIPAL EMPL. HEALTH TRUST</b>				
0627	JULY 2020 INSURANCE	MHT15110		
TWN SHARE-HEALTH INS/CLRK		E 101-02-02	2,132.71	0.00
	GEN GOVT - FRINGE BENEF / HEALTH INS			
DEDUC/LIFE INS/ TA		E 101-02-06	24.00	0.00
	GEN GOVT - FRINGE BENEF / LIFE INSURAN			
DEDUC/DENTAL INS/ TC		G 1-338-00	74.85	0.00



Jrnl	Invoice Description	Reference			
Description	Account	Proj	Amount	Encumbrance	
01590 W.B. MASON					
0627 INV#211163832	HAND SANITIZER				
INV#211163832-HAND SANITI	E 101-25-95		35.97	0.00	
	GEN GOVT - OPERATIONS / SUPPLIES				
		Vendor Total-	35.97		
		Prepaid Total-	14,987.97		
		Current Total-	184,681.17		
		Warrant Total-	199,669.14		

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

DATE: 6/29, 2020

BRIAN FOOTE  
R.BENJAMIN FREY  
CAROLYN HATCH  
JOEL LIND  
WANDA WILCOX

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Jrnl	Invoice Description	Reference	Amount	Encumbrance
Description	Account	Proj		
<b>00257 BIG STATE INDUSTRIAL SUPPLY</b>				
0630	SAFETY MAT	INV#1393594		
	INV#1393594	E 105-05-40	581.00	0.00
	PUB SAFETY - FIRE DEPT / NEW EQUIP			
		<b>Vendor Total-</b>	<b>581.00</b>	
<b>00153 FIRE STATION SOFTWARE, LLC</b>				
0630	COMPUTER UPDATES MAINT	INV#20200327		
	INV#20200327	E 105-05-55	105.00	0.00
	PUB SAFETY - FIRE DEPT / ADMIN/OFC			
		<b>Vendor Total-</b>	<b>105.00</b>	
<b>00100 HUSSEY COMMUNICATIONS INC.</b>				
0630	INV#132252 / INV#132254	RADIOS		
	INV#132252 - RADIO	E 105-05-25	5,650.00	0.00
	PUB SAFETY - FIRE DEPT / COMMUNICATN			
	INV#132254 - RADIO	E 105-05-25	2,756.00	0.00
	PUB SAFETY - FIRE DEPT / COMMUNICATN			
		<b>Vendor Total-</b>	<b>8,406.00</b>	
<b>00102 READY REFRESH/NESTLE</b>				
0630	INV#20F310022652	BOTTLED WATER		
	INV#20F310022652 - WATER	E 101-25-95	144.41	0.00
	GEN GOVT - OPERATIONS / SUPPLIES			
		<b>Vendor Total-</b>	<b>144.41</b>	
<b>00189 TIDEWATER TELECOM INC</b>				
0630	PHONE LINES	FIRE STATION		
	FIRE DEPT	E 105-05-09	119.76	0.00
	PUB SAFETY - FIRE DEPT / PHONES			
		<b>Vendor Total-</b>	<b>119.76</b>	
<b>00938 U.S. CELLULAR</b>				
0630	Acct 489087610/Huntley	CELL PHONE		
	CELL PHONE - HUNTLEY	E 105-05-09	51.83	0.00
	PUB SAFETY - FIRE DEPT / PHONES			
		<b>Vendor Total-</b>	<b>51.83</b>	
		<b>Prepaid Total-</b>	<b>0.00</b>	
		<b>Current Total-</b>	<b>9,408.00</b>	
		<b>Warrant Total-</b>	<b>9,408.00</b>	

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 WANDA WILCOX

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