

**Board of Selectmen & Assessors Meeting - Agenda
March 9, 2020 @ 7:00p.m.
Newcastle Fire Station Community Room**

1. Call to Order:

2. Pledge of Allegiance:

3. Amendments to the Agenda (Pending Approval)

4. Minutes

4.1 February 24, 2020

5. Public Comments On Items Not On The Agenda:

6. New Business

- 6.1 Academy Hill Project Borrowing RFP
- 6.2 Construction Access Agreement: Mills Road Property – Central Maine Power
- 6.3 Assessors' Agent Contract Renewal

7. Unfinished Business

7.1 Core Zoning Code Open House Preparations

8. Town Administrator Report and Communications

9. Fiscal Warrants

9.1	Town Warrant	\$ 34,408.99
9.2	Fire Warrant	\$ 682.85

10. Executive Session(s)

- 10.1 Real Estate
- 10.2 Personnel

11. Adjournment

Upcoming Events

Core Zoning Code Open House : Monday, March 16th 6pm – Community Room
Planning Board Core Zoning Code Public Hearing : Thursday, March 19th 6:30pm
Town Office Hours: Monday-Thursday 8:00am-4:00pm and Friday 8:00am-1200pm

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

**Board of Selectmen & Assessors Meeting - Minutes
February 24, 2020 @ 7:00p.m.
Newcastle Town Office**

In Attendance: Brian Foote, Carolyn Hatch, Ben Frey, Joel Lind, Wanda Wilcox, Jon Duke (Town Administrator), Harriet Burgoon (Deputy Clerk), Evan Houk (LCN), Gisela Heimsath-Rhodes, Tor Glendinning, Sandy and Marc Paulson, Peter Drum (Town Attorney).

1. Call to Order: 7:12pm

2. Pledge of Allegiance:

3. Amendments to the Agenda (Pending Approval) – Frey proposed adding 6.2 under new business to have Lind & Foote inform the board about a job description for a Town Manager position, and 6.3 a Town of Nobleboro request. Lind proposed to add 6.4 Town Office/Community Building Systems discussion estimates on heat pump info for Town office and community room – Lind moved, Foote seconded, **Approved 5-0**

4. Minutes

4.1 February 10, 2020 – Foote: change to: nomination papers available on 28th in the town office – **Approved as amended 5-0.**

5. Public Comments On Items Not On The Agenda:

5.1 - Residents Sandy and Marc Paulsen: In light of the budget process beginning on March 9th, Sandy proposed an item for increased sand removal in Sheepscott Village, especially on The King's Highway, Chase Farm Road, and roads that boarder water bodies. She recognized last year there was a need for sand for safety, however her concern was whether the quantity is necessary, and a need for greater clean up to protect water bodies. In addition, Sandy expressed concern with respect to the aesthetics of extra sand on the roads. The Paulsens encouraged the town do a more thorough job near the waterways as priority due to negative effect on life in water, effectively in their area they mentioned it felt like a river delta was forming. She asked if there were opportunity to increase the budget? Rather than remove from other areas needing attention? Paulsen expressed concern about the amount of silica kicked up from the sand, and long-term effect on people and animals.

5.2 Sandy Paulsen also raised a concern regarding the November improvements on N Newcastle Road and the ditching for run off: the delay meant hydroseeding was ineffective due to the timing. Paulsen felt quite a bit of digging took place, and the edge of her field was made steep and she expressed a concern re erosion: will reseeding take place? She noted the rainy and mud season is approaching.

5.1 & 5.2 BOS/Town administrator responses and discussion: Frey: A budget exists for clean up in the spring, not all roads will be done due to the size of the effort, Newcastle has 42 miles of road. Sheepscott road is a State of Maine road and will be cleaned up by the state. The budget seeks to address issues in need. Duke: spoke with Paulsen in the spring about 5.2. With respect to 5.1, they will look to augment the amount because the budget has been based upon a once over on the roads, and in the end they may need to address some areas more than once. Last year was a different contractor doing sweep up [Barry?], coordinating with Hagar. With respect to the hydro seeing question – N Newcastle Rd will be paved this year, so hydroseeding will happen.

6. New Business

6.1 Approve Special Town Meeting Warrant – March 9, 2020 – 6:30pm at the fire station community room – Duke handed out a proposed warrant, Peter Drum reviewed the warrant prior to the meeting. Foote motioned to approve the warrant, Wilcox seconded. Discussion: The warrant is comprised of two items: 1. Chose a moderator, 2. Change to Town Manger structure. **Approved 5-0**

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

6.2 Town Manager job description complied by Foote and Lind – A draft was distributed. Foote reviewed the contents. Goal: Simple description that allows for changes and specifics in the contract. Frey proposed taking the draft submitted to the special town meeting on the 9th. Foote asked where the current job description for our town administrator is, in the contract? Foote proposed to have both in hand to review the differences between the two at the special town meeting.

6.3 Town of Nobleboro – The Town of Nobleboro would like to use Newcastle’s keypad voting system (Audience response system (ARS)), ‘clickers’, for their town meeting. Newcastle purchased them last year. Incorporated in the purchase was the idea to have them available for our community of neighbors as well. BOS unanimously agreed to loan the ‘clickers’ to the Town of Nobleboro.

6.4 Town Office/Community building systems. Lind reported advances exist regarding heat pumps and efficiency ratings. Lind proposed reviewing the town office and community buildings air ducts’ efficacy for air exchange, circulation and temperature control. The town office boiler is not new, nor highly effective. Perhaps an ERV. While the system is still functioning, it would be good opportunity for review, and might save the boiler. Duke added: On super cold days the boiler does not keep up. A question of the building’s insulation was also raised by BOS. Lind proposed the first step would be to review town office system. Next step to review the community room system. Two years ago almost was \$2700 raised for community room upgrades, yet very little was spent. Lind saw Tyvek blowing away, is concerned perhaps it indicates a bulk water management issue. Getting town office building painted this summer would be a good idea. Lind suggested he may know of some potential vendors to do the paint work.

7. Unfinished Business

7.1 Committees – Finance Committee and Budget Process – Discussion: Duke began the discussion, reviewing prior discussions and current variables: The Finance committee was a previous topic, and it seems to be a two-step process: how to approach this year, then for future years. This year time is short to be organizing a finance committee. Unless there will be a wide-ranging outreach from BOS to fill a Finance committee, gathering them will be a next year effort. Reconfiguring the finance process would be related to structure of town governance. Traditional finance committee budget committee process, which BOS has already done themselves quickly, would involve bringing along 5-7 person board and increase the time frame of decision making process, and we have had good budgets without that process. It is a question of whether adding the finance committee budgeting process would bring an added benefit, and what would provide incentive for a participant. In addition it would provide a third party opinion, which can help folks at town meetings, and provide a check and balance, which is helpful to the BOS. Lind added that in the past it was helpful to have that process in relation to specific large projects. The discussion evolved to the topic of having a budget committee (as different from finance committee) and in that light may be helpful, for example to help for a search for an auditor.

Frey proposed to add a charter as an agenda item to subsequent meeting, perhaps April. A specific process applies, the town must vote to establish members of charter commission in same manner as municipal leaders. If a goal is to propose forming a commission is presented to town in June, then the town would need to elect members in November to proceed for charter in order for the town to be able to vote on a charter structure the following June.

7.2 Auditor Search Discussion - Duke: discuss now whether or not to search. Lind moved to look for new audit services, Frey seconded. Discussion: prescreen method of operation and interaction with the town of the auditors as part of their process. **Approved 5-0**

7.3 Town Office Sign Discussion – Discussion: Previously the board looked into a letterboard sign to display before town office so residents could be kept up to date. Low quality electronic signage costs same as high quality electric letterboard signage. However, \$23,000 was the previous quote for sign, not including electrical support work to establish the sign installation. LEDs drove the cost of the sign up. Neighbor feedback, proposed granite, garden... project stalled. Currently previous two signs have been removed, as a result folks driving by are unaware the building houses the town office. Budget in reserve account: approx. \$30,000. Lind questioned the effectiveness of the various digital signs he passes on the road. Peter Drum: town website is detailed. Foote proposed that a wooden traditional sign be installed on corner of Pump and Main street, a Woolwich style sign, size. And then to put a digital sign on side building. Duke: Hope had a letter board, not a good option. Periodically had vinyl banners for specific annual key events. Perhaps provide room for banner. The discussion

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moved to the goal that one should be able to ID town office and the fact it is located in Newcastle town. Foote proposed it should add selectmen meeting 2nd and 4th Monday every month. The BOS spoke of getting a quote, perhaps from marsh, D&L, etc. Lind suggested perhaps Lincoln Academy could help, they have a CNC machine and can rout out a sign from a drawing. It would be a neat community involvement project. Town logo/emblem. Could also have a town contest. Duke will get a quote.

8. Town Administrator Report and Communications – report submitted as written. Nomination papers available on Friday. Office will be closed next Tuesday due to the election on March 3rd.

9. Fiscal Warrants

9.1 Town Warrant \$ 239,243.93 - Lind moved to approve, Seconded by Foote. **Approved 5-0.**

9.2 Fire Warrant \$ 401.37 – Foote moved to approve, Lind Seconded, **Approved 5-0**

10. Executive Session(s) - Lind moved to approve, Wilcox seconded, **Approved 5-0**

10.1 Real Estate

10.2 Legal

11. Adjournment

Lind moved, Foote seconded, to adjourn at 9:01pm, **Motion Passed 5-0**

Upcoming Events

Town Office Hours: Monday-Thursday 8:00am-4:00pm and Friday 8:00am-1200pm

Special Town meeting March 9, 6:30pm at fire station community center

March 16th – core code introduction

March 3rd - election

Town Administrator's Report

March 6, 2020

- Last week's primary election was quite a challenge for our clerks as we were provided with only 1/3rd of the ballots we needed to conduct the election! Thankfully we were able to receive approval from the Secretary of State's office to make photocopies of the ballots, but the insufficient planning for the massive turnout make an already challenging day for our clerks, much worse. In spite of it all, we made it through as we all prepare for what should be a pair of tough elections in June and, most of all, in November.
- On Thursday, I joined a conference call with Alna Selectman Doug Baston and CMP's Greg Thompson concerning ongoing issues with power outages centered in Alna, Sheepscot, South Newcastle and North Newcastle. CMP is aware an issue exists and is working over the next month to install new hardware to rectify the problem. I have attached a map to this report so that you can see the area impacted by the outages from this substation based in Alna.
- While I have the bulk of the budget completed, I'm waiting on numbers from the schools and capital improvements for roads. Given those numbers are far and away the most impactful regarding mil rate and that Monday sounded like a longer night to begin with, I'm going to hold off sharing the numbers until I have a full picture for you to consider.
- Bill Goggin, Josh Teel, and other representatives from CMP will be attending Monday night to secure the final draft of the access agreement for the Mills Road property. The revised draft includes all of the Town's requests in relocating a series of poles relating to the Academy Hill project, most notably the pole at the corner of Academy Hill and Mills Road.
- Speaking of Academy Hill, Monday will also see the results of our RFP for financing of the road construction project. I was informed by Bangor Savings Bank that they will not submit a proposal, but I expect we should receive proposals from The First, DB&T, and Camden National.
- In an epic error that missed both of us, it appears we did not sign a contract with Jim Murphy after his last contract expired in July. Jim's new contract falls within this year's budget, but next year he is proposing an increase in the number of days. However that increase is related to the fact that the prior number was artificially low due to the number of holidays that fell on his day of the week.
- In larger Academy Hill project news, Seth informed me that Hagar has one large project on the Bristol Road in Damariscotta which start before he begins work on Academy Hill. He projects a start date of mid May for Academy Hill though good weather could assist with an earlier start date.
- As you all know, all town roads were posted earlier this week thanks to the early warm temperatures. Let's hope the frost heaves are gone soon!
- I met last week with representatives from CLC Ambulance to discuss their plans for the future and to gauge their interest in an interlocal agreement to bind all six owning communities. I expect further meetings before a formal agreement is drafted.

- Michelle is out of the office beginning on Wednesday and well into the next week as she heads out to Arizona on vacation to visit her daughter. Shelly and Harriet will hold things down in the office.



Town of Newcastle

www.NewcastleMaine.us

4 Pump Street
PO Box 386
Newcastle, ME 04553
Tel. (207) 563-3441

February 25, 2020

Dear Prospective Bidders;

The Town of Newcastle has identified several financial/lending institutions that may be interested in the attached financing proposal request.

We are requesting you review this Request for Proposal and should you have any questions please contact Jonathan Duke, Town Administrator at the Newcastle Town Offices, 207-563-3441.

The Town of Newcastle is financially positioned such that as of April 2020 we will have little direct outstanding debt and we have not issued a Tax Anticipation Note for the last decade. Other than an office equipment lease due to be paid in full by 2023, we are pleased that we enter the financial markets with an excellent credit rating and strong but responsible fiscal management approach to local government operations.

We encourage your participation in this proposal process.

Thank you in advance.

Sincerely,

A handwritten signature in black ink, appearing to read "Jonathan Duke", with a horizontal line extending to the right.

Jonathan Duke

Town Administrator

TOWN OF NEWCASTLE

-Request for Financing Proposals-

The Town of Newcastle has been approved by the voters at the 2019 Annual Town Meeting to spend up to \$2,000,000 for the reconstruction of a portion of Academy Hill Road. The bid award for this project has been made to Hagar Enterprises in the amount of \$1,762,518.25. The Town is administering the contract with Gartley and Dorsky, and expect the total project budget, and the total to be financed in the amount of \$2,000,000. We expect the project to be completed in August 2020.

The Town of Newcastle is seeking finance proposals that are structured such that the first interest payment would be due six months after the date of completion and the first principal payment plus a six months interest payment would be due twelve months after project completion. The balance of the payment schedule would follow the above until paid in full. The amortization period shall not be any greater than ten years though we request two schedules be developed based upon a seven year and a ten-year amortization period. Included in the proposal package shall be copies of all the necessary documents the lending institution proposes the Town complete. The proposal must also identify the amortization schedule, the interest rate and all fees, charges and any other requirements the Town must address.

All sealed proposals shall be received by the Newcastle Town Office no later than March 9, 2020 at 1:00 P.M. E.S.T. Questions should be directed to Town Administrator Jonathan Duke, 4 Pump Street, Newcastle, Maine 04553. All proposals shall remain valid for a period of no less than 75 days with the option by the Town of locking in at either the rate quoted at the time of the proposal opening date or the rate at the time of finalizing the financial package, **which ever is lower**. The Town retains the right to reject any and all proposals and to accept the lowest responsible proposal that is deemed to be in the best interest of the Town.

Jonathan Duke
Town Administrator
207-563-3441

NOTICE OF AWARD

Date of Issuance: **October 30, 2019**

Owner: **Town of Newcastle**

Owner's Contract No.:

Engineer: **Gartley & Dorsky**

Engineer's Project No.: **2019-015**

Project: **Academy Hill Road Reconstruction**

Contract Name: **Academy Hill Road Reconstruction**

Bidder: **Hagar Enterprises**

Bidder's Address: **54 Biscay Road Damariscotta, Maine 04543-4216**

TO BIDDER:

You are notified that Owner has accepted your Bid dated [**October 7, 2019**] for the above Contract, and that you are the Successful Bidder and are awarded a Contract for:

Academy Hill Road Reconstruction including: Options 1 (Mill Road Crossing), Option 3 (Lighting) Partial, Option 5 (Shim Coat), Alternate 1 (Granite Curbing less 160' of Granite).

The Contract Price of the awarded Contract is: \$ 1,762,518.25 (Lump Sum Bid Changes Subject to Provided Unit Pricing and Options Yet To be Finalized By Town). Options & Alternates included in this contract are as follows: Options 1 (Mill Road Crossing) - \$51,755.75, Option 3 (Partial Lighting) - \$77,874.50 Option 5 (Shim Coat) - \$32,000.00, Alternate 1 (Granite Curbing less 160' of Granite) - \$156,620.00

[X] unexecuted counterparts of the Agreement accompany this Notice of Award, and one copy of the Contract Documents accompanies this Notice of Award, or has been transmitted or made available to Bidder electronically.

a set of the Construction Drawings will be delivered separately from the other Contract Documents.

You must comply with the following conditions precedent within 15 days of the date of receipt of this Notice of Award unless deadline is extended by the Town:

1. Deliver to Owner [**Town of Newcastle**] counterparts of the Agreement, fully executed by Bidder.
2. Deliver with the executed Agreement(s) the Contract security [e.g., performance and payment bonds] and insurance documentation as specified in the Instructions to Bidders and General Conditions, Articles 2 and 6.
3. Other conditions precedent (if any):

Failure to comply with these conditions within the time specified will entitle Owner to consider you in default, annul this Notice of Award, and declare your Bid security forfeited.

Within ten days after you comply with the above conditions, Owner will return to you one fully executed counterpart of the Agreement, together with any additional copies of the Contract Documents as indicated in Paragraph 2.02 of the General Conditions.

Owner: **Town of Newcastle**


Authorized Signature

By:

Jonathan Doka

Title:

Tom Administrator

**TOWN OF NEWCASTLE
ACADEMY HILL ROAD RECONSTRUCTION
AGREEMENT**

**BETWEEN OWNER AND CONTRACTOR
FOR CONSTRUCTION CONTRACT (STIPULATED PRICE)**

THIS AGREEMENT is by and between Town of Newcastle (“Owner”) and
Hagar Enterprises (Damariscotta, ME) (“Contractor”).

Owner and Contractor hereby agree as follows:

ARTICLE 1 – WORK

1.01 Contractor shall complete all Work as specified or indicated in the Contract Documents. The Work is generally described as follows:

ARTICLE 2 – THE PROJECT

2.01 The Project, of which the Work under the Contract Documents is a part, is generally described as follows: The Town of Newcastle – Academy Hill Road Reconstruction

ARTICLE 3 – ENGINEER

3.01 The Project has been designed by Gartley & Dorsky Engineering & Surveying, Inc.

ARTICLE 4 – CONTRACT TIMES

4.01 *Time of the Essence*

A. All time limits for Milestones, if any, Substantial Completion, and completion and readiness for final payment as stated in the Contract Documents are of the essence of the Contract.

4.02 *Contract Times: Dates*

A. The Work will be substantially completed on or before August 14, 2020, and completed and ready for final payment in accordance with Paragraph 15.06 of the General Conditions.

4.03 *Liquidated Damages*

A. Contractor and Owner recognize that time is of the essence as stated in Paragraph 4.01 above and that Owner will suffer financial and other losses if the Work is not completed and Milestones not achieved within the times specified in Paragraph 4.02 above, plus any extensions thereof allowed in accordance with the Contract. The parties also recognize the delays, expense, and difficulties involved in proving in legal or arbitration proceedings the actual loss suffered by Owner if the Work is not completed on time. Accordingly, instead of requiring any such proof, Owner and Contractor agree that as liquidated damages for delay (but not as a penalty):

1. Substantial Completion: Contractor shall pay Owner \$300.00 for each day that expires after the time (as duly adjusted pursuant to the Contract) specified in Paragraph 4.02.A above for Substantial Completion until the Work is substantially complete.

4.04 *Special Damages*

- A. In addition to the amount provided for liquidated damages, Contractor shall reimburse Owner (1) for any fines or penalties imposed on Owner as a direct result of the Contractor's failure to attain Substantial Completion according to the Contract Times, and (2) for the actual costs reasonably incurred by Owner for engineering, construction observation, inspection, and administrative services needed after the time specified in Paragraph 4.02 for Substantial Completion (as duly adjusted pursuant to the Contract), until the Work is substantially complete.
- B. After Contractor achieves Substantial Completion, if Contractor shall neglect, refuse, or fail to complete the remaining Work within the Contract Times, Contractor shall reimburse Owner for the actual costs reasonably incurred by Owner for engineering, construction observation, inspection, and administrative services needed after the time specified in Paragraph 4.02 for Work to be completed and ready for final payment (as duly adjusted pursuant to the Contract), until the Work is completed and ready for final payment.

ARTICLE 5 – CONTRACT PRICE

5.01 Owner shall pay Contractor for completion of the Work in accordance with the Contract Documents the amounts that follow, subject to adjustment under the Contract:

- A. For all Work other than Unit Price Work, a lump sum of: **\$1,762,518.25** *includes the Base Bid and the Options and Alternatives identified below.*
- B. Accepted Bid Options
 - a. Option 1 (Mill Road Crossing) - \$51,755.75
 - b. Option 3 (Partial Lighting) - \$77,784.50
 - c. Option 5 (Shim Coat) - \$32,000.00
 - d. Additional Items – \$26,500.00
(Pedestrian Flashing Signals (2) and additional 6" Underdrain (100'))
- C. Accepted Alternates:
 - a. Alternate 1 (Granite Curbing Less 160') - \$156,620.00
- D. Accepted unit bid prices:

All specific cash allowances are included in the above price in accordance with Paragraph 13.02 of the General Conditions.

ARTICLE 6 – PAYMENT PROCEDURES

6.01 *Submittal and Processing of Payments*

- A. Contractor shall submit Applications for Payment in accordance with Article 15 of the General Conditions. Applications for Payment will be processed by Owner as provided in the General Conditions.

6.02 *Progress Payments; Retainage*

- A. Owner shall make progress payments on account of the Contract Price on the basis of Contractor's Applications for Payment on or about the 15th day of each month during performance of the Work as provided in Paragraph 6.02.A.1 below, provided that such Applications for Payment have been submitted in a timely manner and otherwise meet the requirements of the Contract. All such payments will be measured by the Schedule of Values

established as provided in the General Conditions (and in the case of Unit Price Work based on the number of units completed) or, in the event there is no Schedule of Values, as provided elsewhere in the Contract.

1. Prior to Substantial Completion, progress payments will be made in an amount equal to the percentage indicated below but, in each case, less the aggregate of payments previously made and less such amounts as Owner may withhold, including but not limited to liquidated damages, in accordance with the Contract
 - a. 90 percent of Work completed (with the balance being retainage). If the Work has been 50 percent completed as determined by Engineer, and if the character and progress of the Work have been satisfactory to Owner and Engineer, then as long as the character and progress of the Work remain satisfactory to Owner and Engineer, there will be no additional retainage; and
 - b. 90 percent of cost of materials and equipment not incorporated in the Work (with the balance being retainage).
- B. Upon Substantial Completion, Owner shall pay an amount sufficient to increase total payments to Contractor to 100 percent of the Work completed, less such amounts set off by Owner pursuant to Paragraph 15.01.E of the General Conditions, and less 150 percent of Engineer's estimate of the value of Work to be completed or corrected as shown on the punch list of items to be completed or corrected prior to final payment.

6.03 *Final Payment*

- A. Upon final completion and acceptance of the Work in accordance with Paragraph 15.06 of the General Conditions, Owner shall pay the remainder of the Contract Price as recommended by Engineer as provided in said Paragraph 15.06.

ARTICLE 7 – INTEREST

- 7.01 All amounts not paid when due shall bear interest at the rate of 12 percent per annum.

ARTICLE 8 – CONTRACTOR'S REPRESENTATIONS

- 8.01 In order to induce Owner to enter into this Contract, Contractor makes the following representations:
 - A. Contractor has examined and carefully studied the Contract Documents, and any data and reference items identified in the Contract Documents.
 - B. Contractor has visited the Site, conducted a thorough, alert visual examination of the Site and adjacent areas, and become familiar with and is satisfied as to the general, local, and Site conditions that may affect cost, progress, and performance of the Work.
 - C. Contractor is familiar with and is satisfied as to all Laws and Regulations that may affect cost, progress, and performance of the Work.
 - D. Contractor has carefully studied the Site and all drawings of physical conditions relating to existing surface or subsurface structures.
 - E. Contractor has considered the information known to Contractor itself; information commonly known to contractors doing business in the locality of the Site; information and observations obtained from visits to the Site; the Contract Documents; and the Site-related reports and drawings identified in the Contract Documents, with respect to the effect of such information, observations, and documents on (1) the cost, progress, and performance of the Work; (2) the

means, methods, techniques, sequences, and procedures of construction to be employed by Contractor; and (3) Contractor's safety precautions and programs.

- F. Based on the information and observations referred to in the preceding paragraph, Contractor agrees that no further examinations, investigations, explorations, tests, studies, or data are necessary for the performance of the Work at the Contract Price, within the Contract Times, and in accordance with the other terms and conditions of the Contract.
- G. Contractor is aware of the general nature of work to be performed by Owner and others at the Site that relates to the Work as indicated in the Contract Documents.
- H. Contractor has given Engineer written notice of all conflicts, errors, ambiguities, or discrepancies that Contractor has discovered in the Contract Documents, and the written resolution thereof by Engineer is acceptable to Contractor.
- I. The Contract Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performance and furnishing of the Work.
- J. Contractor's entry into this Contract constitutes an incontrovertible representation by Contractor that without exception all prices in the Agreement are premised upon performing and furnishing the Work required by the Contract Documents.

ARTICLE 9 – CONTRACT DOCUMENTS

9.01 *Contents*

- A. The Contract Documents consist of the following:
 - 1. This Agreement
 - 2. Performance Bond
 - 3. Payment Bond
 - 4. Other bonds
 - a. None Noted
 - 5. General Conditions
 - 6. Supplementary Conditions
 - 7. Specifications
 - 8. Drawings and items listed on the attached Drawings & Additional Item Index
 - 9. Addenda
 - 10. The following which may be delivered or issued on or after the Effective Date of the Contract and are not attached hereto:
 - a. Notice to Proceed
 - b. Work Change Directives
 - c. Change Orders
 - d. Field Orders
- B. The documents listed in Paragraph 9.01.A are attached to this Agreement (except as expressly noted otherwise above).
- C. There are no Contract Documents other than those listed above in this Article 9.

- D. The Contract Documents may only be amended, modified, or supplemented as provided in the General Conditions.

ARTICLE 10 – MISCELLANEOUS

10.01 *Terms*

- A. Terms used in this Agreement will have the meanings stated in the General Conditions and the Supplementary Conditions.

10.02 *Assignment of Contract*

- A. Unless expressly agreed to elsewhere in the Contract, no assignment by a party hereto of any rights under or interests in the Contract will be binding on another party hereto without the written consent of the party sought to be bound; and, specifically but without limitation, money that may become due and money that is due may not be assigned without such consent (except to the extent that the effect of this restriction may be limited by law), and unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under the Contract Documents.

10.03 *Successors and Assigns*

- A. Owner and Contractor each binds itself, its successors, assigns, and legal representatives to the other party hereto, its successors, assigns, and legal representatives in respect to all covenants, agreements, and obligations contained in the Contract Documents.

10.04 *Severability*

- A. Any provision or part of the Contract Documents held to be void or unenforceable under any Law or Regulation shall be deemed stricken, and all remaining provisions shall continue to be valid and binding upon Owner and Contractor, who agree that the Contract Documents shall be reformed to replace such stricken provision or part thereof with a valid and enforceable provision that comes as close as possible to expressing the intention of the stricken provision.

10.05 *Contractor's Certifications*

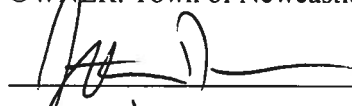
- A. Contractor certifies that it has not engaged in corrupt, fraudulent, collusive, or coercive practices in competing for or in executing the Contract. For the purposes of this Paragraph 10.05:
1. “corrupt practice” means the offering, giving, receiving, or soliciting of anything of value likely to influence the action of a public official in the bidding process or in the Contract execution;
 2. “fraudulent practice” means an intentional misrepresentation of facts made (a) to influence the bidding process or the execution of the Contract to the detriment of Owner, (b) to establish bid or Contract prices at artificial non-competitive levels, or (c) to deprive Owner of the benefits of free and open competition;
 3. “collusive practice” means a scheme or arrangement between two or more Bidders, with or without the knowledge of Owner, a purpose of which is to establish bid prices at artificial, non-competitive levels; and
 4. “coercive practice” means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in the bidding process or affect the execution of the Contract.

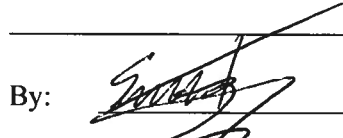
IN WITNESS WHEREOF, Owner and Contractor have signed this Agreement.

This Agreement will be effective on 11/19/19 (which is the Effective Date of the Contract).

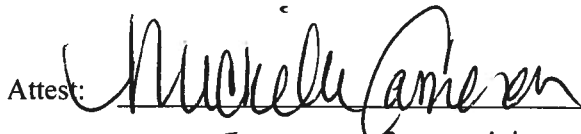
OWNER: Town of Newcastle

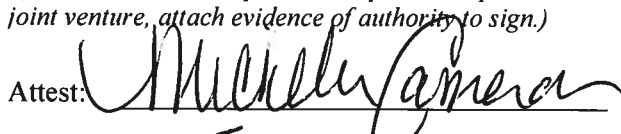
CONTRACTOR: Hagar Enterprises


By: Jonathan Duke
Title: Town Administrator


By: U.P.
Title: U.P.

(If Contractor is a corporation, a partnership, or a joint venture, attach evidence of authority to sign.)

Attest: 
Title: Town Clerk

Attest: 
Title: Town Clerk

Address for giving notices:

P.O. Box 386
Newcastle, ME 04553

Address for giving notices:

54 Biscay Rd.
Dennistown ME 04543

PERFORMANCE BOND

CONTRACTOR (name and address):
HAGAR ENTERPRISES, INC.
54 BISCAVY ROAD
DAMARISCOTTA, ME 04543

SURETY (name and address of principal place of business):
ALLEGHENY CASUALTY COMPANY
ONE NEWARK CENTER, 20TH FLOOR
NEWARK, NJ 07102

OWNER (name and address):
TOWN OF NEWCASTLE
4 PUMP STREET
NEWCASTLE, ME 04553
CONSTRUCTION CONTRACT

Effective Date of the Agreement: OCTOBER 24, 2019
Amount: \$1,392,768.50

Description (name and location): ACADEMY HILL ROAD RECONSTRUCTION, NEWCASTLE, ME.
PROJECT NO. 2019-015

BOND

Bond Number: BOACSU0710037

Date (not earlier than the Effective Date of the Agreement of the Construction Contract) OCTOBER 30, 2019

Amount: \$1,392,768.50

Modifications to this Bond Form: None See Paragraph 16

Surety and Contractor, intending to be legally bound hereby, subject to the terms set forth below, do each cause this Performance Bond to be duly executed by an authorized officer, agent, or representative.

CONTRACTOR AS PRINCIPAL

SURETY

HAGAR ENTERPRISES, INC. (seal)
Contractor's Name and Corporate Seal

ALLEGHENY CASUALTY COMPANY (seal)
Surety's Name and Corporate Seal

By: 
Signature

By: 
Signature (attach power of attorney)

Scott Hagan
Print Name

NANCY L. CASTONGUAY
Print Name

U.P.
Title

ATTORNEY-IN-FACT
Title

Attest: 
Signature

~~WITNESS~~ 
Signature

Controller
Title

Title

Notes: (1) Provide supplemental execution by any additional parties, such as joint venturers. (2) Any singular reference to Contractor, Surety, Owner, or other party shall be considered plural where applicable.

1. The Contractor and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors, and assigns to the Owner for the performance of the Construction Contract, which is incorporated herein by reference.

2. If the Contractor performs the Construction Contract, the Surety and the Contractor shall have no obligation under this Bond, except when applicable to participate in a conference as provided in Paragraph 3.

3. If there is no Owner Default under the Construction Contract, the Surety's obligation under this Bond shall arise after:

3.1 The Owner first provides notice to the Contractor and the Surety that the Owner is considering declaring a Contractor Default. Such notice shall indicate whether the Owner is requesting a conference among the Owner, Contractor, and Surety to discuss the Contractor's performance. If the Owner does not request a conference, the Surety may, within five (5) business days after receipt of the Owner's notice, request such a conference. If the Surety timely requests a conference, the Owner shall attend. Unless the Owner agrees otherwise, any conference requested under this Paragraph 3.1 shall be held within ten (10) business days of the Surety's receipt of the Owner's notice. If the Owner, the Contractor, and the Surety agree, the Contractor shall be allowed a reasonable time to perform the Construction Contract, but such an agreement shall not waive the Owner's right, if any, subsequently to declare a Contractor Default;

3.2 The Owner declares a Contractor Default, terminates the Construction Contract and notifies the Surety; and

3.3 The Owner has agreed to pay the Balance of the Contract Price in accordance with the terms of the Construction Contract to the Surety or to a contractor selected to perform the Construction Contract.

4. Failure on the part of the Owner to comply with the notice requirement in Paragraph 3.1 shall not constitute a failure to comply with a condition precedent to the Surety's obligations, or release the Surety from its obligations, except to the extent the Surety demonstrates actual prejudice.

5. When the Owner has satisfied the conditions of Paragraph 3, the Surety shall promptly and at the Surety's expense take one of the following actions:

5.1 Arrange for the Contractor, with the consent of the Owner, to perform and complete the Construction Contract.

5.2 Undertake to perform and complete the Construction Contract itself, through its agents or independent contractors;

5.3 Obtain bids or negotiated proposals from qualified contractors acceptable to the Owner for a contract for performance and completion of the Construction Contract, arrange for a contract to be prepared for execution by the Owner and a contractor selected with the Owners concurrence, to be secured with performance and payment bonds executed by a qualified surety equivalent to the bonds issued on the Construction Contract, and pay to the Owner the amount of

damages as described in Paragraph 7 in excess of the Balance of the Contract Price incurred by the Owner as a result of the Contractor Default, or

5.4 Waive its right to perform and complete, arrange for completion, or obtain a new contractor, and with reasonable promptness under the circumstances:

5.4.1 After investigation, determine the amount for which it may be liable to the Owner and, as soon as practicable after the amount is determined, make payment to the Owner; or

5.4.2 Deny liability in whole or in part and notify the Owner, citing the reasons for denial.

6. If the Surety does not proceed as provided in Paragraph 5 with reasonable promptness, the Surety shall be deemed to be in default on this Bond seven days after receipt of an additional written notice from the Owner to the Surety demanding that the Surety perform its obligations under this Bond, and the Owner shall be entitled to enforce any remedy available to the Owner. If the Surety proceeds as provided in Paragraph 5.4, and the Owner refuses the payment or the Surety has denied liability, in whole or in part, without further notice the Owner shall be entitled to enforce any remedy available to the Owner.

7. If the Surety elects to act under Paragraph 5.1, 5.2, or 5.3, then the responsibilities of the Surety to the Owner shall not be greater than those of the Contractor under the Construction Contract, and the responsibilities of the Owner to the Surety shall not be greater than those of the Owner under the Construction Contract. Subject to the commitment by the Owner to pay the Balance of the Contract Price, the Surety is obligated, without duplication for:

7.1 the responsibilities of the Contractor for correction of defective work and completion of the Construction Contract;

7.2 additional legal, design professional, and delay costs resulting from the Contractor's Default, and resulting from the actions or failure to act of the Surety under Paragraph 5; and

7.3 liquidated damages, or if no liquidated damages are specified in the Construction Contract, actual damages caused by delayed performance or non-performance of the Contractor.

8. If the Surety elects to act under Paragraph 5.1, 5.3, or 5.4, the Surety's liability is limited to the amount of this Bond.

9. The Surety shall not be liable to the Owner or others for obligations of the Contractor that are unrelated to the Construction Contract, and the Balance of the Contract Price shall not be reduced or set off on account of any such unrelated obligations. No right of action shall accrue on this Bond to any person or entity other than the Owner or its heirs, executors, administrators, successors, and assigns.

10. The Surety hereby waives notice of any change, including changes of time, to the Construction Contract or to related subcontracts, purchase orders, and other obligations.

11. Any proceeding, legal or equitable, under this Bond may be instituted in any court of competent jurisdiction in the location in which the work or part of the work is located and shall be instituted within two years after a declaration of Contractor Default or within two years after the Contractor ceased working or within two years after the Surety refuses or fails to perform its obligations under this Bond, whichever occurs first. If the provisions of this paragraph are void or prohibited by law, the minimum periods of limitations available to sureties as a defense in the jurisdiction of the suit shall be applicable.

12. Notice to the Surety, the Owner, or the Contractor shall be mailed or delivered to the address shown on the page on which their signature appears.

13. When this Bond has been furnished to comply with a statutory or other legal requirement in the location where the construction was to be performed, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. When so furnished, the intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

14. Definitions

14.1 **Balance of the Contract Price:** The total amount payable by the Owner to the Contractor under the Construction Contract after all proper adjustments have been made including allowance for the Contractor for any amounts received or to be received by the Owner in settlement of insurance or other claims for damages to which the Contractor is entitled, reduced by all valid and

proper payments made to or on behalf of the Contractor under the Construction Contract.

14.2 **Construction Contract:** The agreement between the Owner and Contractor identified on the cover page, including all Contract Documents and changes made to the agreement and the Contract Documents.

14.3 **Contractor Default:** Failure of the Contractor, which has not been remedied or waived, to perform or otherwise to comply with a material term of the Construction Contract.

14.4 **Owner Default:** Failure of the Owner, which has not been remedied or waived, to pay the Contractor as required under the Construction Contract or to perform and complete or comply with the other material terms of the Construction Contract.

14.5 **Contract Documents:** All the documents that comprise the agreement between the Owner and Contractor.

15. If this Bond is issued for an agreement between a contractor and subcontractor, the term Contractor in this Bond shall be deemed to be Subcontractor and the term Owner shall be deemed to be Contractor.

16. Modifications to this Bond are as follows:

PAYMENT BOND

CONTRACTOR (name and address):
HAGAR ENTERPRISES, INC.
54 BISCAY ROAD
DAMARISCOTTA, ME 04543

SURETY (name and address of principal place of business):
ALLEGHENY CASUALTY COMPANY
ONE NEWARK CENTER, 20TH FLOOR
NEWARK, NJ 07102

OWNER (name and address):
TOWN OF NEWCASTLE 4 PUMP STREET
NEWCASTLE, ME 04553
CONSTRUCTION CONTRACT

singular reference to Contractor, Surety, Owner, or other party shall be considered plural where applicable.

Effective Date of the Agreement: OCTOBER 24, 2019

Amount: \$1,392,768.50

Description (name and location): ACADEMY HILL ROAD RECONSTRUCTION, NEWCASTLE, ME.
PROJECT NO. 2019-015

BOND

Bond Number: BOACSU0710037

Date (not earlier than the Effective Date of the Agreement of the Construction Contract): OCTOBER 30, 2019

Amount: \$1,392,768.50

Modifications to this Bond Form: None

See Paragraph 18

Surety and Contractor, intending to be legally bound hereby, subject to the terms set forth below, do each cause this Payment Bond to be duly executed by an authorized officer, agent, or representative.

CONTRACTOR AS PRINCIPAL

SURETY

HAGAR ENTERPRISES, INC. _____ (seal)
Contractor's Name and Corporate Seal

ALLEGHENY CASUALTY COMPANY _____ (seal)
Surety's Name and Corporate Seal

By: [Signature]
Signature

By: [Signature]
Signature (attach power of attorney)

SETH Hagan
Print Name

NANCY L. CASTONGUAY
Print Name

U.P.
Title

ATTORNEY-IN-FACT
Title

Attest: [Signature]
Signature

WITNESS: [Signature]
~~XXXX~~ Signature

Controller
Title

Title

Notes: (1) Provide supplemental execution by any additional parties, such as joint venturers. (2) Any

1. The Contractor and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors, and assigns to the Owner to pay for labor, materials, and equipment furnished for use in the performance of the Construction Contract, which is incorporated herein by reference, subject to the following terms.
2. If the Contractor promptly makes payment of all sums due to Claimants, and defends, indemnifies, and holds harmless the Owner from claims, demands, liens, or suits by any person or entity seeking payment for labor, materials, or equipment furnished for use in the performance of the Construction Contract, then the Surety and the Contractor shall have no obligation under this Bond.
3. If there is no Owner Default under the Construction Contract, the Surety's obligation to the Owner under this Bond shall arise after the Owner has promptly notified the Contractor and the Surety (at the address described in Paragraph 13) of claims, demands, liens, or suits against the Owner or the Owner's property by any person or entity seeking payment for labor, materials, or equipment furnished for use in the performance of the Construction Contract, and tendered defense of such claims, demands, liens, or suits to the Contractor and the Surety.
4. When the Owner has satisfied the conditions in Paragraph 3, the Surety shall promptly and at the Surety's expense defend, indemnify, and hold harmless the Owner against a duly tendered claim, demand, lien, or suit.
5. The Surety's obligations to a Claimant under this Bond shall arise after the following:
 - 5.1 Claimants who do not have a direct contract with the Contractor,
 - 5.1.1 have furnished a written notice of non-payment to the Contractor, stating with substantial accuracy the amount claimed and the name of the party to whom the materials were, or equipment was, furnished or supplied or for whom the labor was done or performed, within ninety (90) days after having last performed labor or last furnished materials or equipment included in the Claim; and
 - 5.1.2 have sent a Claim to the Surety (at the address described in Paragraph 13).
 - 5.2 Claimants who are employed by or have a direct contract with the Contractor have sent a Claim to the Surety (at the address described in Paragraph 13).
6. If a notice of non-payment required by Paragraph 5.1.1 is given by the Owner to the Contractor, that is sufficient to satisfy a Claimant's obligation to furnish a written notice of non-payment under Paragraph 5.1.1.
7. When a Claimant has satisfied the conditions of Paragraph 5.1 or 5.2, whichever is applicable, the Surety shall

promptly and at the Surety's expense take the following actions:

- 7.1 Send an answer to the Claimant, with a copy to the Owner, within sixty (60) days after receipt of the Claim, stating the amounts that are undisputed and the basis for challenging any amounts that are disputed; and
- 7.2 Pay or arrange for payment of any undisputed amounts.
- 7.3 The Surety's failure to discharge its obligations under Paragraph 7.1 or 7.2 shall not be deemed to constitute a waiver of defenses the Surety or Contractor may have or acquire as to a Claim, except as to undisputed amounts for which the Surety and Claimant have reached agreement. If, however, the Surety fails to discharge its obligations under Paragraph 7.1 or 7.2, the Surety shall indemnify the Claimant for the reasonable attorney's fees the Claimant incurs thereafter to recover any sums found to be due and owing to the Claimant.
8. The Surety's total obligation shall not exceed the amount of this Bond, plus the amount of reasonable attorney's fees provided under Paragraph 7.3, and the amount of this Bond shall be credited for any payments made in good faith by the Surety.
9. Amounts owed by the Owner to the Contractor under the Construction Contract shall be used for the performance of the Construction Contract and to satisfy claims, if any, under any construction performance bond. By the Contractor furnishing and the Owner accepting this Bond, they agree that all funds earned by the Contractor in the performance of the Construction Contract are dedicated to satisfy obligations of the Contractor and Surety under this Bond, subject to the Owner's priority to use the funds for the completion of the work.
10. The Surety shall not be liable to the Owner, Claimants, or others for obligations of the Contractor that are unrelated to the Construction Contract. The Owner shall not be liable for the payment of any costs or expenses of any Claimant under this Bond, and shall have under this Bond no obligation to make payments to or give notice on behalf of Claimants, or otherwise have any obligations to Claimants under this Bond.
11. The Surety hereby waives notice of any change, including changes of time, to the Construction Contract or to related subcontracts, purchase orders, and other obligations.
12. No suit or action shall be commenced by a Claimant under this Bond other than in a court of competent jurisdiction in the state in which the project that is the subject of the Construction Contract is located or after the expiration of one year from the date (1) on which the Claimant sent a Claim to the Surety pursuant to Paragraph 5.1.2 or 5.2, or (2) on which the last labor or service was performed by anyone or the last materials or equipment were furnished

by anyone under the Construction Contract, whichever of (1) or (2) first occurs. If the provisions of this paragraph are void or prohibited by law, the minimum period of limitation available to sureties as a defense in the jurisdiction of the suit shall be applicable.

13. Notice and Claims to the Surety, the Owner, or the Contractor shall be mailed or delivered to the address shown on the page on which their signature appears. Actual receipt of notice or Claims, however accomplished, shall be sufficient compliance as of the date received.
14. When this Bond has been furnished to comply with a statutory or other legal requirement in the location where the construction was to be performed, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. When so furnished, the intent is that this Bond shall be construed as a statutory bond and not as a common law bond.
15. Upon requests by any person or entity appearing to be a potential beneficiary of this Bond, the Contractor and Owner shall promptly furnish a copy of this Bond or shall permit a copy to be made.

16. Definitions

16.1 Claim: A written statement by the Claimant including at a minimum:

1. The name of the Claimant;
2. The name of the person for whom the labor was done, or materials or equipment furnished;
3. A copy of the agreement or purchase order pursuant to which labor, materials, or equipment was furnished for use in the performance of the Construction Contract;
4. A brief description of the labor, materials, or equipment furnished;
5. The date on which the Claimant last performed labor or last furnished materials or equipment for use in the performance of the Construction Contract;
6. The total amount earned by the Claimant for labor, materials, or equipment furnished as of the date of the Claim;
7. The total amount of previous payments received by the Claimant; and
8. The total amount due and unpaid to the Claimant for labor, materials, or equipment furnished as of the date of the Claim.

16.2 Claimant: An individual or entity having a direct contract with the Contractor or with a subcontractor of the Contractor to furnish labor, materials, or equipment for use in the performance of the Construction Contract. The term Claimant also includes any individual or entity that has rightfully asserted a claim under an applicable mechanic's lien or similar statute against the real property upon which the Project is located. The intent of this Bond

shall be to include without limitation in the terms of "labor, materials, or equipment" that part of the water, gas, power, light, heat, oil, gasoline, telephone service, or rental equipment used in the Construction Contract, architectural and engineering services required for performance of the work of the Contractor and the Contractor's subcontractors, and all other items for which a mechanic's lien may be asserted in the jurisdiction where the labor, materials, or equipment were furnished.

- 16.3 **Construction Contract:** The agreement between the Owner and Contractor identified on the cover page, including all Contract Documents and all changes made to the agreement and the Contract Documents.
- 16.4 **Owner Default:** Failure of the Owner, which has not been remedied or waived, to pay the Contractor as required under the Construction Contract or to perform and complete or comply with the other material terms of the Construction Contract.
- 16.5 **Contract Documents:** All the documents that comprise the agreement between the Owner and Contractor.

17. If this Bond is issued for an agreement between a contractor and subcontractor, the term Contractor in this Bond shall be deemed to be Subcontractor and the term Owner shall be deemed to be Contractor.

18. Modifications to this Bond are as follows: (Enumerate)

CONSTRUCTION ACCESS LICENSE

THE TOWN OF NEWCASTLE, a municipal corporation with an office at 4 Pump Street, Newcastle, Maine 04553, (hereinafter "OWNER, or "LICENSOR") hereby grants to **CENTRAL MAINE POWER COMPANY**, a Maine corporation having offices at 83 Edison Drive, Augusta, Maine 04336 (hereinafter "LICENSEE"), a license to cross OWNER'S land located easterly of Route 215 in Newcastle, Maine on ~~an existing road(s)~~ substantially as shown on Exhibit A, attached and made a part hereof, ("Access ~~Road~~ Route"), subject to the following conditions:

1. The general location of the Access ~~Road~~ Route shall be as shown on the attached Exhibit A herein. Owner and CMP acknowledge the specific locations of the Access Route over the Owner's land are to be established prior to use.
2. This License shall commence on July 1, 2020 and expire on November 7, 2020.
3. LICENSEE may construct and improve a ~~the~~ roadway on the Access Route ~~Road~~ and secure and anchor a floating roadway on the shoreline of Great Salt Bay at its sole cost provided that all improvements are in accordance with all laws, regulations and ordinances.
4. LICENSEE shall be responsible for obtaining all required permits or approvals necessary to use or improve the Access Route~~Road~~.
5. LICENSEE shall comply with all applicable laws, rules, orders, ordinances, and regulations of the town, county, state, and federal government or agency thereof at anytime issued or in force applicable to the Access Route~~Road~~ or to LICENSEE's use thereof.
6. LICENSEE shall keep OWNER'S gates, if any, secured when not in use and shall replace any barriers to substantially their current condition at the end of LICENSEE's use of the Access Route~~Road~~.
7. LICENSEE shall keep any road constructed by LICENSEE on the Access Route~~Road~~ in good condition during the term of this license.
8. LICENSEE is fully familiar with the condition of the Access Route~~Road~~ and OWNER'S property, ~~and the OWNER~~ has made no representations of whatever nature as to the condition of the Access ~~Road~~ Route or OWNER'S property. LICENSEE accepts use of the Access Route ~~Road~~ "as is".
9. LICENSEE shall release, defend (at OWNER'S option) indemnify and save harmless OWNER and its affiliates and the directors, officers, employees, agents, contractors, successors and assigns of OWNER and its affiliates from and against all liabilities, penalties, claims, demands, damages, costs (including attorney's fees), expenses, and judgments (collectively "claims") arising from or related to any and all negligent or willful acts or omissions of LICENSEE, or its employees, invitees, contractors, or agents,

related to the Access Road or any part thereof, including, but not limited to, claims resulting from the presence or release of hazardous material (as defined by federal and state statutes and regulations) on the Access Road or claims resulting from the acts or omissions of LICENSEE in proximity to the Access Road; but excluding claims resulting primarily from the negligence of OWNER or the release of hazardous materials at the Access Road solely by persons other than LICENSEE.

10. OWNER shall release, defend (at LICENSEE's option) indemnify and save harmless LICENSEE and its affiliates and the directors, officers, employees, agents, contractors, successors and assigns of LICENSEE and its affiliates from and against all liabilities, penalties, claims, demands, damages, costs (including attorney's fees), expenses, and judgments (collectively "claims") arising from or related to any and all negligent or willful acts or omissions of OWNER, or its employees, invitees, contractors, or agents, related to the Access Route or any part thereof, including, but not limited to, claims resulting from the presence or release of hazardous material (as defined by federal and state statutes and regulations) on the Access Route or claims resulting from the acts or omissions of OWNER in proximity to the Access Route; but excluding claims resulting primarily from the negligence of LICENSEE or the release of hazardous materials at the Access Route solely by persons other than LICENSEE.
11. Reserving to the OWNER, their successors and assigns, the right at their sole expense, to relocate any portion of said Access Route, so long as the relocated portion provides uninterrupted access for LICENSEE during the term of this License. The rights conveyed herein will apply to any new relocated portion and the rights will also be extinguished in that portion being abandoned.
12. OWNER and LICENSEE hereby expressly reserve and retain for themselves and for their successors and assigns, the right to secure access to the Access Route and/or the property with fencing, gates, or other improvements or devices provided that both Parties shall each be allowed to install such padlocks or other locking mechanisms as to allow both parties to independently access the Access Route and/or property.
13. In consideration of the rights and uses as described above, LICENSEE will compensate the OWNER as follows:
 - a) LICENSEE will be responsible to restore all areas of the OWNER'S lands affected by LICENSEE's Project activities, including any required replacement tree plantings. Said work will be done to the satisfaction of both LICENSEE and the OWNER. Once completed, the restoration will be monitored through the end of 2020 to assure that vegetation within areas disturbed by LICENSEE's Project activities is successfully reestablished.
 - b) LICENSEE will relocate certain distribution poles as requested by the OWNER, specifically the junction pole located at the intersection of Academy Hill Road and Mills Road (Route 215) as well as three additional poles as identified by the OWNER that lead up Academy Hill Road. This work is limited to the pole setting and the transfer of LICENSEE-owned equipment,

and the removal of the LICENSEE-owned equipment on the existing poles. It does not include the transfer of third-party equipment (Tidewater, Maine DOT, etc) nor the removal of the poles below the LICENSEE-owned power space (poles up to the top of the communication space). LICENSEE will perform this work without charge to the OWNER.

IN WITNESS WHEREOF, the parties hereto represent that the undersigned have been authorized to execute this License as of _____, 2020.

OWNER/LICENSOR: TOWN OF NEWCASTLE

By: _____

Printed Name: _____

Title: _____

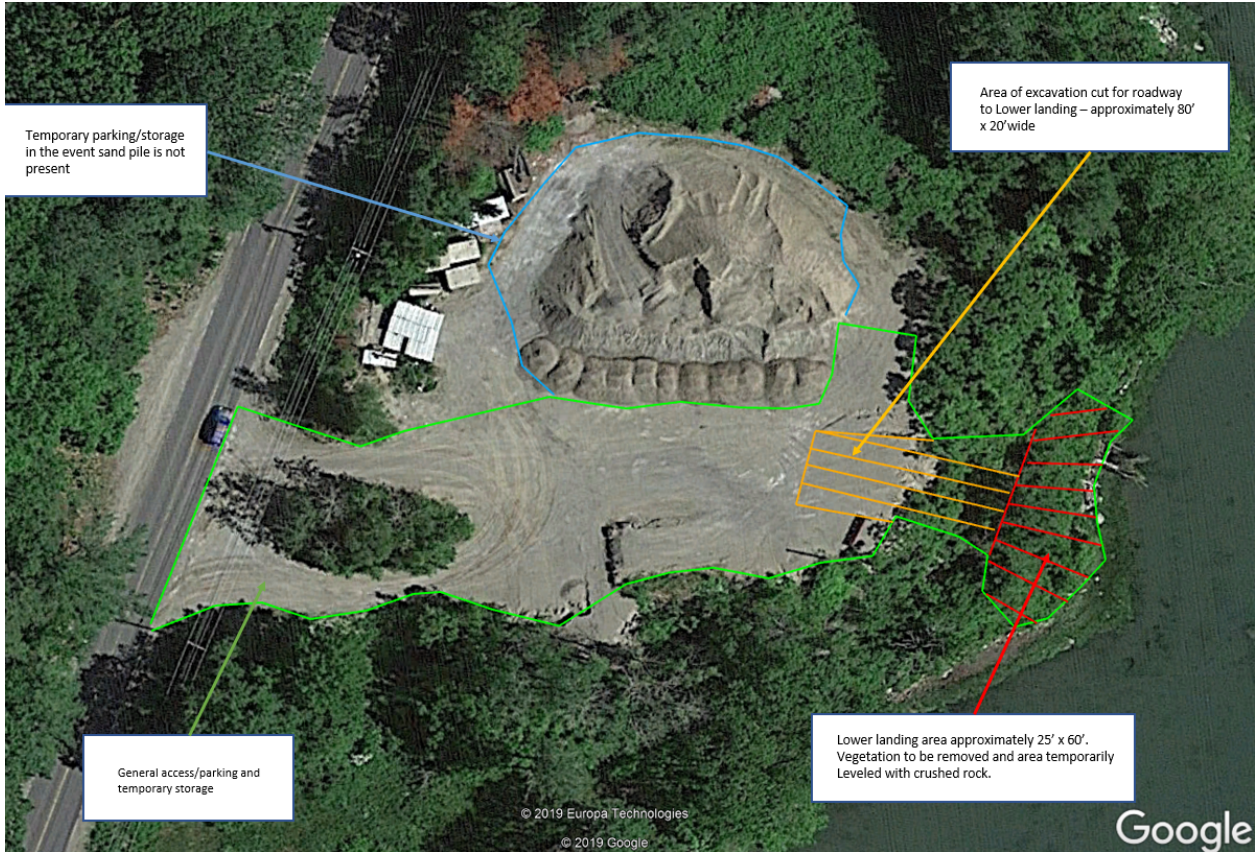
LICENSEE: CENTRAL MAINE POWER COMPANY

By: _____

Printed Name: _____

Title: _____

EXHIBIT A TOWN OF NEWCASTLE



CONTRACT FOR ASSESSING SERVICES

This agreement is made and executed between the TOWN OF NEWCASTLE, acting through and by its elected officials, and MURPHY APPRAISAL SERVICES, INC., acting through and represented by the President of the Corporation, James H. Murphy, Jr.

Now therefore, in consideration of the mutual covenants herein, the parties agree as follows:

1. REPRESENTATION OF MURPHY APPRAISAL SERVICES, INC.

A. MURPHY APPRAISAL SERVICES, INC is a Maine Corporation duly organized under the laws of the State of Maine, and is in good standing.

B. MURPHY APPRAISAL SERVICES, INC is a Maine Corporation whose shareholders are: James H. Murphy, Jr., President/Treasurer

C. James H. Murphy, Jr., President is an employee of MURPHY APPRAISAL SERVICES, INC.

D. The person assigned to the TOWN OF NEWCASTLE will be James H. Murphy, Jr., a Certified Maine Assessor (CMA). No other person will be assigned or subcontracted as the primary Assessors' Agent to the TOWN OF NEWCASTLE without the prior and expressed written approval of the TOWN OF NEWCASTLE Board of Selectmen. MURPHY APPRAISAL SERVICES, INC. is allowed to expend within the current yearly budget for additional professional assistance as needed.

E. All employees of MURPHY APPRAISAL SERVICES, INC. will be covered and at all times be represented by workers compensation insurance provided by MURPHY APPRAISAL SERVICES, INC. An in force workers compensation policy is in effect and will be made available yearly to the TOWN OF NEWCASTLE. MURPHY APPRAISAL SERVICES, INC. also agrees that it will make known immediately to the TOWN OF NEWCASTLE notice of the assigned person request waiver of benefits from the Maine Workers Compensation Commission.

2. The TOWN OF NEWCASTLE enters into this agreement for Assessors Agent Services under an agreed Independent Contractor status (IRS Publication 963). MURPHY APPRAISAL SERVICES, INC. will be responsible for all of its employees Worker Compensation costs, Liability Insurance, all Federal, State and local tax filings; all of its own equipment and tools, vehicle costs and other clothing and items of need to complete the assignment contracted. MURPHY APPRAISAL SERVICES, INC. agrees to indemnify the TOWN OF NEWCASTLE for any and all penalties and interest that may be assessed against the TOWN OF NEWCASTLE for any failure by MURPHY APPRAISAL SERVICES, INC to pay Federal, State and local taxes, interests and penalties.

3. REPORTS. A periodic progress report will be presented in written form.

4. ACCESS TO THE TOWN OFFICE: Access to the town office is necessary for completion of the specifications of the contract. As such keys to the town office will be provided to MURPHY APPRAISAL SERVICES, INC. MURPHY APPRAISAL SERVICES, INC. recognizes the importance of being available to the citizens of the TOWN OF NEWCASTLE and will be reasonably available during normal business hours. These hours will be posted and made known at the town office. Others hours and days will be scheduled as needed at the discretion of the contractor.

5. SUPPLIES: The TOWN OF NEWCASTLE will provide to MURPHY APPRAISAL SERVICES, INC. a budget for general expenses for completion of tax map updates, a computerized assessing system with peripheral equipment as agreed by the parties and other office supplies typically used for assessing duties.

6. OTHER REPRESENTATION: The TOWN OF NEWCASTLE agrees that MURPHY APPRAISAL SERVICES, INC. will represent the Board of Assessors with appropriate legal assistance as needed at the expense of the TOWN OF NEWCASTLE for abatement appeals to the Lincoln County Commissioners, State Board of Property Tax Review or to other courts of jurisprudence.

7. CONTRACTUAL COMPENSATION: The TOWN OF NEWCASTLE agrees to pay MURPHY APPRAISAL SERVICES, INC. as follows:

An amount not to exceed \$19,700 for the contracted period of July 1, 2019 to June 30, 2020 for a maximum of 41 days at the rate of \$480.00 per day.

An amount not to exceed \$24,000 for the contracted period of July 1, 2020 to June 30, 2021 for a maximum of 48 days at the rate of \$500.00 per day.

An amount not to exceed \$24,000 for the contracted period of July 1, 2021 to June 30, 2022 for a maximum of 48 days at the rate of \$500.00 per day.

An amount not to exceed \$25,200 for the contracted period of July 1, 2022 to June 30, 2023 for a maximum of 48 days at the rate of \$525.00 per day.

An amount not to exceed \$25,200 for the contracted period of July 1, 2023 to June 30, 2024 for a maximum of 48 days at the rate of \$525.00 per day.

An amount not to exceed \$26,400 for the contracted period of July 1, 2024 to June 30, 2025 for a maximum of 48 days at the rate of \$550.00 per day.

Payment to be made from invoice. Taxpayer identification number to be present on all invoices. Invoice for services to be one-half or one day increments.

8. SEVERANCE: Should MURPHY APPRAISAL SERVICES, INC. not be performing to the expectations of the Board of Assessors, the MURPHY APPRAISAL SERVICES, INC. will receive in written form from the Board of Assessors a detail of the areas of concern. Items

Town Administrator's Report

March 6, 2020

- Last week's primary election was quite a challenge for our clerks as we were provided with only 1/3rd of the ballots we needed to conduct the election! Thankfully we were able to receive approval from the Secretary of State's office to make photocopies of the ballots, but the insufficient planning for the massive turnout make an already challenging day for our clerks, much worse. In spite of it all, we made it through as we all prepare for what should be a pair of tough elections in June and, most of all, in November.
- On Thursday, I joined a conference call with Alna Selectman Doug Baston and CMP's Greg Thompson concerning ongoing issues with power outages centered in Alna, Sheepscot, South Newcastle and North Newcastle. CMP is aware an issue exists and is working over the next month to install new hardware to rectify the problem. I have attached a map to this report so that you can see the area impacted by the outages from this substation based in Alna.
- While I have the bulk of the budget completed, I'm waiting on numbers from the schools and capital improvements for roads. Given those numbers are far and away the most impactful regarding mil rate and that Monday sounded like a longer night to begin with, I'm going to hold off sharing the numbers until I have a full picture for you to consider.
- Bill Goggin, Josh Teel, and other representatives from CMP will be attending Monday night to secure the final draft of the access agreement for the Mills Road property. The revised draft includes all of the Town's requests in relocating a series of poles relating to the Academy Hill project, most notably the pole at the corner of Academy Hill and Mills Road.
- Speaking of Academy Hill, Monday will also see the results of our RFP for financing of the road construction project. I was informed by Bangor Savings Bank that they will not submit a proposal, but I expect we should receive proposals from The First, DB&T, and Camden National.
- In an epic error that missed both of us, it appears we did not sign a contract with Jim Murphy after his last contract expired in July. Jim's new contract falls within this year's budget, but next year he is proposing an increase in the number of days. However that increase is related to the fact that the prior number was artificially low due to the number of holidays that fell on his day of the week.
- In larger Academy Hill project news, Seth informed me that Hagar has one large project on the Bristol Road in Damariscotta which start before he begins work on Academy Hill. He projects a start date of mid May for Academy Hill though good weather could assist with an earlier start date.
- As you all know, all town roads were posted earlier this week thanks to the early warm temperatures. Let's hope the frost heaves are gone soon!
- I met last week with representatives from CLC Ambulance to discuss their plans for the future and to gauge their interest in an interlocal agreement to bind all six owning communities. I expect further meetings before a formal agreement is drafted.

- Michelle is out of the office beginning on Wednesday and well into the next week as she heads out to Arizona on vacation to visit her daughter. Shelly and Harriet will hold things down in the office.

Customers Out

Circuit 241D1

Requested By: Trevor Henry
Outage data as of 03/04/2020 11:57

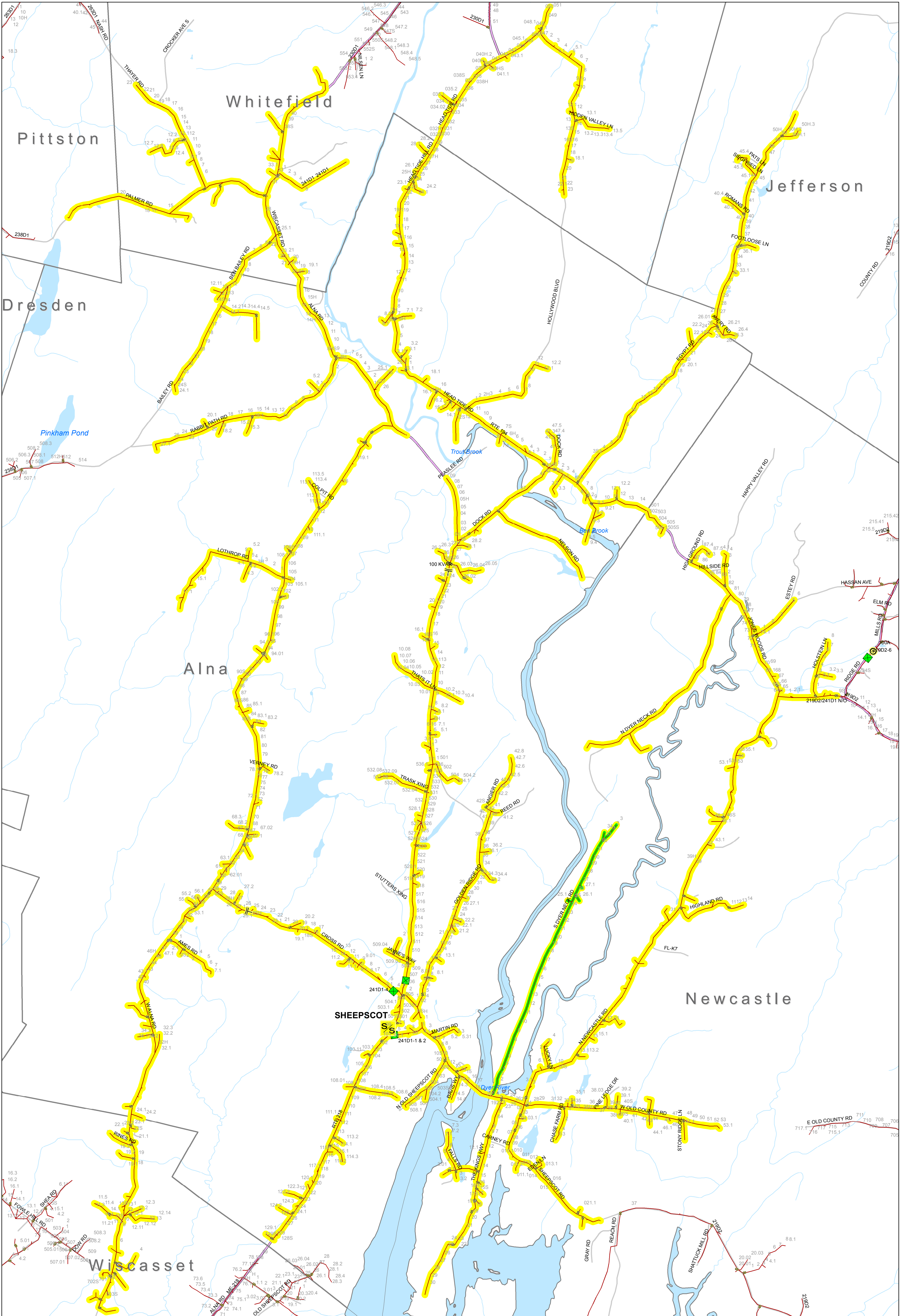
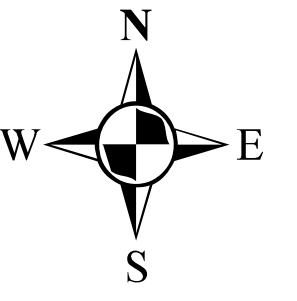
Copies requested: 1
Printer : EMAIL

Legend

- Trouble
- This Circuit
- Lines Predicted Out
- Other Circuits
- Substations

Devices

- AIRBREAK SWITCH
- CAPACITOR
- FUSE/CUTOUT
- RECLOSER
- REGULATOR
- SECTIONALIZER
- STEP DOWN TRANSFORMER
- SWITCH



pertaining to legally obligated duties of assessing standards will not be deviated from in any manner and will not be grounds for termination of the contract.

In the unforeseen event the assigned person, James H. Murphy, Jr. terminates employment with MURPHY APPRAISAL SERVICES, INC.; the remaining shareholders of MURPHY APPRAISAL SERVICES, INC. will make the Board of Selectmen of the TOWN OF NEWCASTLE aware of the termination within 7 business days and that the contract will be terminated 30 days from the notice.

9. CONTINUING EDUCATION: The TOWN OF NEWCASTLE is not responsible for any educational expenses, however, should any educational or informational class or course related to property taxation, assessing software or municipal assessing administration be offered on a regular habitual duty day or part of a duty day, that day or portion of that day will not be replaced and that day will be applied towards fulfillment of the contractual terms. Acceptable classes and courses will be per the list of Maine Revenue Services, Property Tax Division, said list effective May 6, 1996 as amended. Educational events include two days allotted to Property Tax School and the maximum allowed days per contract year will be 8 days.

10. DUTIES OF MURPHY APPRAISAL SERVICES, INC. MURPHY APPRAISAL SERVICES, INC. shall update property records, preliminary mapping, perform inspections, prepare all state forms and returns, prepare the tax commitment, complete all duties and functions typical of the office of Assessor under the laws of the State of Maine. Said duties and obligations are to be completed and submitted to the agency requesting such documents by the legal date due. The Board of Assessors at no time will relinquish the legal obligation of the office of Assessor. MURPHY APPRAISAL SERVICES, INC. at no time will assume the office of Assessor.

To streamline the abatement and supplemental assessment process the Board of Assessors limit, allow and permit the assigned person, James H. Murphy, Jr. to execute the following:

- a. Abatements to correct the assessment of the property site size area where the correction does not exceed \$100 of taxes.
- b. Abatements and Supplemental Assessments to correct the omission of Homestead Exemptions.
- c. Abatements and Supplemental Assessments to correct the omission of Maine Veterans Exemptions
- d. Abatements and Supplemental Assessments to correct errors of property buildings where the correction does not exceed \$100 of taxes.

The above conditions are limited and subject to:

- a. If the yearly Abatement total exceeds \$2,000 the above permission is rescinded
- b. A copy of the Abatements and Supplemental Assessments must be made to the Board of Assessors for their next regular meeting MURPHY APPRAISAL SERVICES, INC.

This condition pertains only to statistical, in house updating and not to a general, door to door inspection of all properties within a given year or time frame.

MURPHY APPRAISAL SERVICES, INC. shall advise the Board of Assessors or their representative, Jonathan Duke, Town Administrator or his successor in office.

11. PROHIBITION OF CONFLICTING REPRESENTATION. For the period of the contractual agreement MURPHY APPRAISAL SERVICES, INC. and any employee is prohibited from performing any other real and personal property valuation services within the Town of Newcastle for any reason.

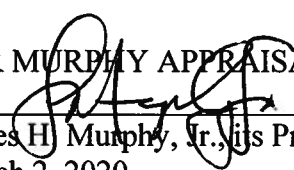
12. CONFLICT OF LAWS: This agreement shall be governed by and construed in accordance with the laws of the State of Maine

13. SEVERABILITY OF PROVISIONS: In case of any one or more provisions contained in the agreement should be found to be invalid, illegal or unenforceable in any respect, the validity, legality and enforceability of the remaining provisions contained herein shall not in any way be affected or impaired.

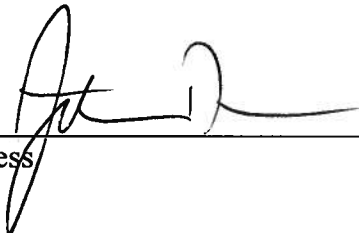
14. ENTIRE AGREEMENT: This document constitutes the entire agreement between the TOWN OF NEWCASTLE and MURPHY APPRAISAL SERVICES, INC. with respect to the subject matter thereof and the agreement supersedes all previous negotiations, discussions and agreement between the parties. Amendment of the contract will be in written form and such amendments will be made at the agreement of the TOWN OF NEWCASTLE and MURPHY APPRAISAL SERVICES, INC.

IN WITNESS THERE OF, THE PARTIES OR DULY EMPOWERED REPRESENTATIVES, EXECUTING THIS AGREEMENT AS DATED

FOR MURPHY APPRAISAL SERVICES, INC.



James H. Murphy, Jr., its President
March 2, 2020



Witness

FOR TOWN OF NEWCASTLE, March __, 2020

R. Benjamin Frey, Chair

Brian S. Foote

Carolyn Hatch

Joel Lind

Wanda Wilcox

(Witness to all)

POWER OF ATTORNEY

INTERNATIONAL FIDELITY INSURANCE COMPANY ALLEGHENY CASUALTY COMPANY

ONE NEWARK CENTER, 20TH FLOOR NEWARK, NEW JERSEY 07102-5207

KNOW ALL MEN BY THESE PRESENTS: That INTERNATIONAL FIDELITY INSURANCE COMPANY, a corporation organized and existing under the laws of the State of New Jersey, and ALLEGHENY CASUALTY COMPANY a corporation organized and existing under the laws of the State of New Jersey, having their principal office in the City of Newark, New Jersey, do hereby constitute and appoint

NANCY L. CASTONGUAY, JOLINE L. BINETTE, ROBERT E. SHAW, JR., MELANIE A. BONNEVIE,
HEIDI RODZEN

Lewiston, ME.

their true and lawful attorney(s)-in-fact to execute, seal and deliver for and on its behalf as surety, any and all bonds and undertakings, contracts of indemnity and other writings obligatory in the nature thereof, which are or may be allowed, required or permitted by law, statute, rule, regulation, contract or otherwise and the execution of such instrument(s) in pursuance of these presents, shall be as binding upon the said INTERNATIONAL FIDELITY INSURANCE COMPANY and ALLEGHENY CASUALTY COMPANY, as fully and amply, to all intents and purposes, as if the same had been duly executed and acknowledged by their regularly elected officers at their principal offices.

This Power of Attorney is executed, and may be revoked, pursuant to and by authority of the By-Laws of INTERNATIONAL FIDELITY INSURANCE COMPANY and ALLEGHENY CASUALTY COMPANY and is granted under and by authority of the following resolution adopted by the Board of Directors of INTERNATIONAL FIDELITY INSURANCE COMPANY at a meeting duly held on the 20th day of July, 2010 and by the Board of Directors of ALLEGHENY CASUALTY COMPANY at a meeting duly held on the 10th day of July, 2015:

"RESOLVED, that (1) the Chief Executive Officer, President, Executive Vice President, Vice President or Secretary of the Corporation shall have the power to appoint, and to revoke the appointments of, Attorneys-in-Fact or agents with power and authority as defined or limited in their respective powers of attorney, and to execute on behalf of the Corporation and affix the Corporation's seal thereto, bonds, undertakings, recognizances, contracts of indemnity and other written obligations in the nature thereof or related thereto; and (2) any such Officers of the Corporation may appoint and revoke the appointments of joint-control custodians, agents for acceptance of process, and Attorneys-in-fact with authority to execute waivers and consents on behalf of the Corporation; and (3) the signature of any such Officer of the Corporation and the Corporation's seal may be affixed by facsimile to any power of attorney or certification given for the execution of any bond, undertaking, recognizance, contract of indemnity or other written obligation in the nature thereof or related thereto, such signature and seals when so used whether heretofore or hereafter, being hereby adopted by the Corporation as the original signature of such officer and the original seal of the Corporation, to be valid and binding upon the Corporation with the same force and effect as though manually affixed."

IN WITNESS WHEREOF, INTERNATIONAL FIDELITY INSURANCE COMPANY and ALLEGHENY CASUALTY COMPANY have each executed and attested these presents on this 31st day of December, 2017.



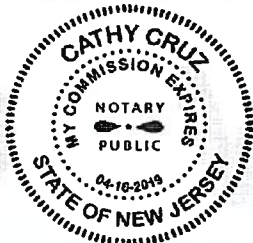
STATE OF NEW JERSEY
County of Essex

George R. James
Executive Vice President (International Fidelity Insurance Company) and Vice President (Allegheny Casualty Company)



On this 31st day of December 2017, before me came the individual who executed the preceding instrument, to me personally known, and, being by me duly sworn, said he is the therein described and authorized officer of INTERNATIONAL FIDELITY INSURANCE COMPANY and ALLEGHENY CASUALTY COMPANY; that the seals affixed to said instrument are the Corporate Seals of said Companies; that the said Corporate Seals and his signature were duly affixed by order of the Boards of Directors of said Companies.

IN TESTIMONY WHEREOF, I have hereunto set my hand affixed my Official Seal, at the City of Newark, New Jersey the day and year first above written.



A NOTARY PUBLIC OF NEW JERSEY
My Commission Expires April 16, 2019

CERTIFICATION

I, the undersigned officer of INTERNATIONAL FIDELITY INSURANCE COMPANY and ALLEGHENY CASUALTY COMPANY do hereby certify that I have compared the foregoing copy of the Power of Attorney and affidavit, and the copy of the Sections of the By-Laws of said Companies as set forth in said Power of Attorney, with the originals on file in the home office of said companies, and that the same are correct transcripts thereof, and of the whole of the said originals, and that the said Power of Attorney has not been revoked and is now in full force and effect.

IN TESTIMONY WHEREOF, I have hereunto set my hand this 30TH day of OCTOBER, 2019

MARIA BRANCO, Assistant Secretary

