

Board of Selectmen & Assessors Meeting - Agenda
May 26, 2020 @ 7:00p.m.
Via Zoom Meeting/YouTube Live Streaming

1. Call to Order:

2. Amendments to the Agenda (Pending Approval)

3. Minutes

- 3.1 May 11, 2020
- 3.2 May 18, 2020

4. New Business

- 4.1 LED Streetlight Conversion Contract – Real Term Energy
- 4.2 Damariscotta Mills Beach Closure

5. Unfinished Business

- 5.1 Town Office Operations Modification Project
- 5.2 FY 21 Budget
- 5.3 Annual Town Meeting Warrant – July 14, 2020

6. Town Administrator Report and Communications

7. Fiscal Warrants

- 7.1 Town Warrant \$168,929.20

8. Board of Assessors

9. Executive Session(s)

- 9.1 Personnel

10. Adjournment

*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)*

Upcoming Events

All Public Buildings: Closed To The Public

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*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*

Board of Selectmen & Assessors Meeting - Minutes
May 11, 2020 @ 7:00p.m.
Via Zoom Meeting/YouTube Live Streaming

Attendees: Benjamin Frey, Brian Foote, Joel Lind, Wanda Wilcox, Jonathan Duke (Town Administrator)

1. Call to Order: 7:06pm

2. Amendments to the Agenda (Pending Approval) –

1. Modify 4.1 – create three sections within Town Office Modifications Project:
 - 4.1 A. Town Office Remodel
 - 4.1 B. Network and Phone System Overhaul
 - 4.1.C. Community Room Renovation
2. Add 4.3: Street Vendor Application Received
3. Add 5.6: Review Road Work Plan – expending the remainder of reserve for FY20 current budget year.
4. Add 7.2: Fire Warrant

Motion to amended agenda by Frey. Motion passed 4-0.

Carolyn Hatch home sick, best wishes hope she gets better soon.

Meeting for May 18th proposed due to the number of topics to be addressed.

3. Minutes

- 3.1 March 23, 2020
- 3.2 April 6, 2020

Motion to table both to next meeting Foote. Too long, please cut. **Lind seconded. Passed 4-0**

4. New Business

- 4.1 Town Office Operations Modification Project – Goal is to open in June.
 - A. The Town Office Plan. The plan presented this evening is the first pass, after much discussion from staff, members of the public and BOS. Predominant need is to create a necessarily strong physical barrier and maintain 6' distances, along with visibility, accessibility, and sanitation. Create something more permanent that would provide needs now and in the near future. Assessor and CEO have office space and separated conference room area. Separate staff/employee entrance from public entrance. Estimates from Lind \$7,500 for materials, labor \$12,000. A previously established fund of \$30,000 exists.
 - B. Technology Aspect of the Office – Telephone system is antiquated, well over 10 years old. Foote created a proposal for new phone system, network fix, firewalls which also includes fire station. As a result, the fire station and town office would be a part of the same system. Approx. \$8500 for equipment costs. Foote will do the work to get it done in time. The fire chief is on board. Spectrum and Tidewater contacted for quotes. There would be no added operational cost after the improvements. Will accommodate increased online operational capabilities that are needed.
 - C. Community Room Renovation – The BOS and committee meetings would move to the community room. The technological developments connecting the fire station would make this possible. Due to the new town functions in that room with the fire station needs, the community room would be used by the town most of each week. Funds have been set aside for the work prior to this additional imperative.

Lind moved that the town administrator move forward on the projects listed above. Foote seconded with an amendment to seek pricing and authorize administrator to spend up to the amount in the reserve account.

Discussion: Due to a short timeline, early to mid-June, it is difficult to find people to work on the project at this time of year. Contractors are all busy. If the State opens, external pressure will build. If the only way to get the project completed is to have BOS members do the work, concerns regarding transparency were discussed. How to find qualified individuals to complete the job, especially considering some unusual aspects and requirements of the work. Goal is transparency and avoidance of conflict. However, the unique times of the pandemic are forcing the town to move into action as soon as possible. Perhaps volunteers exist. This is not an ideal situation. The town office windows for barriers are crucial. Focus on town office first. Costs for materials are verifiable. The BOS goal is to make costs for labor rate as transparent as possible. Volunteering is not what all selectmen would ask of others. All invoices are included in the warrants. A contract decision is needed from the BOS regarding internet connections for the office and fire station.

Previous motion determined dead by the chair of BOS.

Foote motioned to allow administrator to move forward with hiring contractors and working within existing budget. Wilcox seconded. Motion Passed 4-0.

Lind motioned to contract with Tidewater fiber internet connections at office and fire station to facilitate shared network in the future. With funds in current operational budget. Foote seconded. Motion Passed 4-0.

4.3 Street Vendor Application – **Frey motioned to table until next week.** Most recent state license of applicant needed. Approved last year. BBQ vendor was there end of last season. **Seconded by Foote. Motion Passed 4-0**

4.2 LED Streetlight Conversion Project –

Several towns nearby and county officials participated in the discussions. Two proposals: 1. Affinity and 2. Real Term Energy. Costs between the two are comparable. Experiences communities had with each vendor were key variables. Real Term Energy was unanimous choice. They also have the lower bid. Bristol and Damariscotta voted last week to negotiate with Real Term Energy. Process involves audits, then installation. Group purchases are possible. 3-4 year ROI. Purchase old street lights, remove from poles/arms, audit, put new street lights up. Augmentation possibilities exist once have the audit. Final cost becomes a moving target once project begins and constituents weigh in. Academy Hill lights are part of a separate project. Should stay within operational costs in the end.

Foote motioned have town administrator enter into negotiations with Real Term Energy. Lind seconded.

Discussion: Question of whether this approach could be done for Academy Hill as well. The bases for Academy Hill project have been ordered and cannot be returned. Specifics can be discussed at another meeting. ROI is 3-4 years and a very short return. Task here is to pick a vendor.

Motion Passed 4-0

5. Unfinished Business

5.1 FY 21 Budget – next meeting, May 18th.

5.2 Charter Commission Warrant Article – next meeting May 18th

5.3 Simplified Zoning Code Warrant Article – next meeting May 18th.

5.4 Town Meeting Warrant Articles Method of Voting – Due to deadlines related to state rules and ballot production, warrant article creation deadline would be May 20th for a secret ballot portion of the town meeting on July 14th. The State may require an in-person method of voting along with the absentee voting process that is already in place. The Town Administrator is requesting authorization for town staff and attorney to work on drafts of the warrant articles for the town meeting should the town vote be held via secret ballot. Essentially the process would be: A hearing, then written warrant at the ballot.

Jefferson and Waldoboro do this method every year. The BOS can order the creation of the question and decide later not to move forward with the warrant structured in that way.

Foote motioned to allow clerk, town attorney and town administrator to work on the warrant articles for the ballot. To include 5.2, 5.3 items above. Lind seconded.

Discussion: concerns raised as to whether BOS will have time to properly consider the content in 5.2, 5.3.

Concern is whether residents will be able to receive information about the content enough so they can make a reasonable vote one way or the other. Can include the topics for the draft under consideration and then decide whether to pull them off the ballot or not at the next meeting, or at an emergency meeting. BOS needs adequate time to discuss thoroughly.

Motion Passed 4-0

5.5 Quit Claim Deed – Lewis Hill Road, Map 4 Lot 78

Deed for the sale of the property which is already on the market. **Motion by Wilcox to BOS to approve accepting of the quit claim deed. Foote seconded. Motion Passed 4-0.**

5.6 Road Work North Newcastle Road – An opportunity to get road work completed prior to July 1 on North Newcastle Road arose. Discussion: BOS decision to do the work now is sought by town administrator, because the project needed clarity of specificity. Last calendar year the project was planned for and contracted but was not accomplished. The funds were appropriated within the current budget (FY20). The Road Commissioner and Town Administrator are pursuing due diligence by asking BOS to confirm a previous decision by the BOS. **Motion by Foote to authorize expenditure of current budget (FY20) capital reserve funds to be completed in this year before next year's budget. Lind seconded. Motion Passed 4-0**

6. Town Administrator Report and Communications

7. Fiscal Warrants

7.1 Town Warrant \$31,662.29

7.2 Fire Warrant \$1,085.97

Lind Motioned to approve Town and Fire warrants. Foote seconded. No discussion. Motion Passed 4-0.

8. Board of Assessors

Motion to end public part of meeting Foote. Lind seconded. Unanimously Passed. Meeting Adjourned at 9:30pm.

9. Executive Session(s)

9.1 Personnel

9.2 Real Estate

10. Adjournment

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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

Board of Selectmen & Assessors Meeting - Minutes
May 18, 2020 @ 7:00p.m.
Via Zoom Meeting/YouTube Live Streaming

Attendees: Benjamin Frey, Brian Foote, Joel Lind, Wanda Wilcox, Jonathan Duke (Town Administrator) Absent: Carolyn Hatch

1. Call to Order: 7:03pm

2. Amendments to the Agenda (Pending Approval)

1. Add 5.4 – Street Vendor Application

Motioned by Frey to Amend the Agenda. Motioned Passed 4-0

3. Minutes

- 3.1 March 23, 2020
- 3.2 April 6, 2020
- 3.3 April 20, 2020

Motion to approve the minutes by Foote. Seconded by Lind. Change 6.1 in March 23 to read: 3D modeling is complete. Motion Passed 4-0.

4. New Business

5. Unfinished Business

5.1 Town Office Operations Modification Project -

Duke met with two contractors, spoke with several. A range of types of firms. Timing is the difficult hurdle. Damariscotta opened by appointment only today. More and more residents will ask when other towns open. Dropbox has been helpful. By next meeting on the 26th, will be able to talk about contractor options. Option of smaller project to get done sooner was presented to bidders, but all agreed most cost effective and efficient for town is to get entire project done at one time. Auto lock for the front door quote \$2000. Will keep looking for other pricing. Community room raised with contractors as secondary project. Goal is to get the work begun as soon as possible

5.2 FY 21 Budget

The budget is still based upon last year's Mill Rate at 17.9, with a 1% increase in valuation which is conservative. Possibly valuation could be between 2-3%. The taxes that will increase are primarily properties where building work has been done. Next year overall land values may be affected as well.

Salaries number is slightly down because last fiscal year did not use deputy position as much as planned.

Concerns about the unknown future in relation to the budget were raised. Revenues and expenditures for work plan concerns were discussed. Capital work plan is supported by a reserve account set aside previously. Historically Newcastle does not have a tax collection problem, even during the 2008 crisis. The town's unpaid accounts are statistically quite low. If the work does not get completed, the money remains in the reserve account. It is smart not to increase taxes. Move forward with the budget as proposed and then look to the work plan. The distinction is between general funds and reserve accounts. They are two different subjects. The work plan is related to general funds. Newcastle has money in reserves and is ready for these difficult times. The town's reserve account is just over \$6.1 million. Some reserves will be used. The current reserves are well beyond what auditors encourage the town to have in reserve. The taxpayers have already paid this money. The work needs to

get done. At some point it is important and reasonable to spend the money on the towns that the taxpayers have paid. This year will be the first time in 10 years that the reserves will be spent. On the project side, feedback is that it is good to keep moving forward on the projects while holding taxes for the fifth year in a row.

Networking needs for town office and fire station – The equipment is ordered. Service support starts when it lands. Support (software, security, etc.) will be up for renewal May 2021. Foote recommends putting it into the FY 2021 budget. The payment would then be made July 2021.

Discussion re 5.2, 5.3 Prior to addressing each separately:

Review of warrant sequence: Review the draft presented. Goal is to keep document short. Secretary of State Office will probably turn to same procedures as before. The town should choose method based upon residents' needs within what the State permits. Some towns are phoning residents to ask if they'd like absentee ballots. It is difficult to have up to date phone numbers here. The goal is to make choices for residents to be safe as possible. Several considerations involved with open town meetings cannot be assumed. Will still have the polls open as of now. Absentee ballot is easiest way for folks to have voices heard. However, absentee ballots do not answer the public hearing method. The written warrant is simplest and most like what the town has done before. The entire warrant and the two below would require a public hearing.

- 5.2 Charter Commission Warrant Article – Discussion: The question is whether this topic should be on the warrant for the town meeting or not. The charter topic needs a conversation with residents. Push off to next town meeting. However, the charter structure would have provided the town avenues for functioning during such emergency times as now, without having to wait for the state to guide as much. It could provide the town residents with more input and choices. Move this discussion ahead for one year. Begin discussion again in January 2021.
- 5.3 Simplified Zoning Code Warrant Article – Discussion: The question is whether this topic should be on the warrant for the town meeting or not. Or perhaps in November. A great deal of work has been committed to the new code. Pros and cons of waiting. A public hearing and conversations are necessary. The previous way of gathering will not be happening for a long time possibly. Therefore, there is a need to try to find a solution to move forward and get the public education and conversation accomplished. The town has a pressing need to have a code that better serves the town than the current code. The process has been ongoing for several years. Perhaps educate and communicate via LCTV, postings on website. Steps need to be initiated even if pushed to November.

Potential Solution: Move forward to November vote. Invite zoning committee to meet with BOS at soonest available time, perhaps two weeks. Public hearing to involve reviewing questions, open on June 1st, close comments on June 15th. BOS responses are on the 22nd during the normal BOS meeting. Zoom meetings for larger groups are generally inadequate. The service ends up limiting who can participate, due to possible access issues and inexperience with the technology. Calling and emailing are accessible to most residents. Possible to combine Zoom plus chat room plus two week gathering of questions. Challenge is to find a mode to best serve the residents of town. No perfect solution exists.

Paused meeting due to one selectman connection lost.

Placed onto agenda for decision next meeting, Tuesday May 26.

6. Town Administrator Report and Communications

7. Fiscal Warrants

8. Board of Assessors

Motion to move into executive session by Foote. Lind seconded. Adjourned at 20:28

9. Executive Session(s)

9.1 Personnel

10. Adjournment

Meeting reconvened after the Executive Session at 8:40pm.

5.4 Street Vendor Application – Additional documentation provided. **Motion by Lind to approve the application. Seconded Foote.** Discussion: The vendor is the same vendor who began last year during Pumpkin Festival. Sections of the Street Vendor Ordinance were reviewed. The ordinance is posted on the town website. Noted sections 13 & 14 re: Public Restroom Facilities and Conversion to Permanent Use. The goal of the ordinance was to allow operation of vendors, yet if successful, the ordinance encourages vendor to pursue more permanent ways of conducting business. The vendor met all the requirements. **Motion Passed 4-0.**

Meeting adjourned 8:45pm.

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Board of Selectmen next meeting May 26th.

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PROFESSIONAL SERVICES AGREEMENT

BETWEEN

Town of Newcastle, ME

AND

RealTerm Energy US, L.P.

FOR THE CONVERSION OF PUBLIC STREET LIGHTING TO LED

1. PARTIES

This contract (hereinafter referred to as the "Agreement") is made and entered into on this ____ day of _____, 2020, by and between the Town of Newcastle, ME with a mailing address of, 4 Pump Street, Newcastle, ME 04553 (hereinafter referred to as the "Town"); and RealTerm Energy US, L.P., a Delaware limited partnership, with a mailing address of 201 West Street, Annapolis, MD 21401 (hereinafter referred to as the "Consultant".)

WHEREFORE, the Consultant has responded to the Town’s request to submit a preliminary technical and budgetary proposal for street light conversion services on 3/25/2020.

WHEREFORE, the committee designated by the Town to evaluate the proposal deemed the Consultant’s technical and budgetary proposal the most highly advantageous for the scope of services requested.

WHEREFORE, the Town has relied on the presentation made by the Consultant in addition to the respective proposal.

NOW THEREFORE, in exchange for the good and valuable consideration described herein, the receipt and sufficiency of which are hereby acknowledged, the Town and the Consultant shall agree to be bound by the terms and conditions contained in this Agreement as follows:

2. SCOPE OF WORK

In consideration of the mutual promises contained herein and the payment terms set forth in Section 4 of this Agreement, the Consultant shall perform the services as outlined below:

2.1. **Task 1 – GIS Streetlight Audit:** Undertake a Geographic Information Systems (GIS) audit of the Town’s existing roadway luminaires, park lights, and/or parking lot lights.

- a) The Consultant will compile an inventory of the existing public street lights via a Geographic Information Systems (GIS) inventory assessment. The Consultant will collect and report on the following attributes:

Table 2.1.

GPS Location (XY coordinates)	Pole Setback
Street Name	Pole Material
Data Collection Date	Road Width
Luminaire Type	Road Classification
Lamp Wattage	Pedestrian Activity ¹

¹ RP-8-2018 refers to “Pedestrian Conflict”, as a level of pedestrian activity in the first hour after dark, with the following ranges:

- Low activity is fewer than 10 pedestrians per block in the first hour (normally a residential area)
- Medium activity is between 11 and 100 pedestrians per block in the first hour
- High activity is over 100 pedestrians per block in the first hour (normally a downtown area)

Mounting Height	Pole Usage
Arm Length	Visible problems that may affect the project (tree trimming, transformer present, primary wire, high reach, inaccessible by vehicle)
Connection Location (overhead or ground)	General Comments
Wire Location	

- b) Throughout the inventory assessment process, the Consultant will report all relevant matters to the Town, prepare any necessary interim reports and review and address with the Town all relevant issues, on a timely basis, in order to minimize any delay on the eventual conversion.
- c) The Consultant will produce an electronic inventory map using ESRI’s online mapping system and will provide the Town with access to the online map upon completion of the GIS Streetlight Audit. The Client shall review and approve the electronic inventory map within thirty (30) days of delivery. The Consultant shall not proceed with the next tasks without Client’s approval of the electronic inventory map.
- d) Unless otherwise stated or agreed, this agreement excludes the GIS audit of all other outdoor lighting including but not limited to sport fields lighting, exterior building lighting, aesthetic landmark lighting etc. for which a separate agreement may be required and additional pricing will apply.

2.2. **Task 2 – Streetlight Acquisition:** The Consultant will assist the Town in the acquisition of existing streetlights from Central Maine Power. Such assistance shall be limited to the following:

- a) Review of the current utility streetlight inventory, if provided, against data obtained from the GIS streetlight audit
- b) Provide an opinion as whether further action is required in the negotiation of the final purchase price

If the Town so decides to pursue further action and engage the services of the Consultant in negotiating a purchase price, this shall be considered an increase to the scope of work for which the Consultant shall charge \$75.00 per hour plus related outlays.

2.3. **Task 3 – Selection of Equipment Manufacturer(s) and Installer(s):**

- a) Selection of equipment
 - i. The Consultant shall evaluate relevant streetlight products using a competitive purchasing process, involving non-proprietary performance specifications describing applicable photometric, electrical, physical, and durability characteristics of the luminaires and related products, to recommend the most suitable suppliers. The Consultant shall conduct this process with specific reference to local roadway conditions. The Town shall select and approve the luminaires based on the Consultant’s recommendations and on the specifications required by the Town.
 - ii. The Consultant shall manage the complete competitive purchasing process.
 - iii. The Consultant shall provide an evaluation report summarizing the technical and financial criteria of recommended streetlight products.

b) Selection of installer

- i. Through a competitive purchasing process, the Town will work with the Consultant to develop detailed installation specifications to engage a firm, authorized by the electric utility which provides service to the Town, to work on their grid and install the light fixtures. It is understood by both parties that the selected installer shall be a subcontractor of the Consultant and not of the Town, and as such shall contract directly with and be managed by the Consultant.

2.4. **Task 4 – Photometric Design:** Perform a comprehensive lighting design analysis to determine luminaire selection.

- a) The design analysis and the determination of adequate light levels for safety of pedestrians, cyclists, and vehicles shall be performed in accordance with the Illuminating Engineering Society (IES) Standard for Roadway Lighting (RP-8-18) or, where applicable, in accordance with such other standards or criteria as the parties may mutually agree in writing. Consultant will use commercially reasonable efforts to identify the locations that the RP-8-18 standards will or will not be met in its design recommendations to the Town based on pole placement and the selected fixtures, however, absent negligent acts or omissions by the Consultant in making its design analysis, Consultant will not have any liability to the Town or any third party for the failure by the ultimate lighting system installed to meet any specific performance standard or lighting requirement, as the Town acknowledges that Consultant does not guaranty the performance of any particular lighting installation or fixture, nor can it reasonably anticipate such performance in all possible locations and conditions. The Town recognizes that existing pole placement limits the degree to which IES standards may be met.
- b) Lighting designs through photometric modelling shall be performed for each materially unique roadway application that display similar roadway layout and lighting asset conditions. Roadway segments or individual lights that cannot be formally designed using the aforementioned method, shall be specified using best practices for the roadway conditions on-site.

2.5. **Task 5 – Smart Control Consultation:** The Consultant will advise the Town on the use of available lighting control systems in terms of impact on safety, standardization, potential energy cost savings and total life cycle cost of the system. The Consultant may also propose to the Town any other value-add systems and discuss with the Town their financial impact, commercial readiness, and alignment with utility policies.

2.6. **Task 6 – Investment Grade Audit Report:** Provide an Investment Grade Audit (IGA) report.

- a) Based on the inventory assessment, utility bill analysis, and consultation on controls and/or other products, the Consultant shall prepare an IGA Report; a comprehensive analysis, adequate for the purpose of obtaining financing, should the Town decide to do so, which, apart from the inventory attributes previously mentioned, shall include:
 - i. Recommendations on how to address identified serious deficiencies in the current street lighting network along with the Consultant’s best estimate of associated additional costs. The Town will direct the Consultant on how to address these issues before the procurement of equipment and installation stages commence.

- ii. Baseline energy use, energy cost and operations and maintenance costs.
 - iii. Estimated retrofit energy use and operations and maintenance costs.
 - iv. Sources of funding, including any available rebate programs.
 - v. Calculation of estimated total conversion cost, energy and maintenance cost reduction, and payback.
- b) A comparative analysis of all viable options including but not limited to the following:
- i. Status quo - do not replace light fixtures and continue reliance on the utility to maintain the existing system.
 - ii. Take ownership of all existing fixtures, replace existing fixtures including installation of new fuses and rewiring where necessary.
- c) The IGA Report shall be submitted to the Town for review and approval. The Consultant shall not proceed with following tasks if without Client's approval of the IGA.

2.7. Task 7 – Procurement Services:

a) Equipment

- i. The Consultant shall procure and carry out all services related to ordering, delivery, receipt, verification and inspection of all equipment purchases, including inventory control throughout the installation process.

b) Installer(s)

- i. The Consultant shall procure and carry out all services related to the purchase of installation services.

2.8. Task 8 – Assistance with Rebate / Incentive Application(s): With the assistance of and on behalf of the Town, the Consultant will apply on behalf of the Town for all available grants and rebates relating to the LED conversion project (if any).

2.9. Task 9 – Project Management / Construction Administration: Perform project management functions including oversight of the LED luminaire installation and the recycling/disposal of the replaced streetlight equipment.

The following tasks will be performed:

- i. Hold installation launch meeting
- ii. Provide installation schedule
- iii. Manage data on installations and provide a weekly status update of the project
- iv. Field quality control, inclusive of a sampling of spot-checks on installed lights to ensure proper installation procedures are being followed, especially at project onset

2.10. Task 10 – Electricity Billing Changes: The Consultant will work with the utility to submit the final inventory and will ensure that the utility billing correctly reflects the updated inventory including updated demand and consumption values.

2.11. Task 11 – Commissioning Documents: Following project completion, the Consultant will provide the Town a copy of the Commissioning Documentation which will include the following:

- a) GPS/GIS Streetlight Installation Summary Report (Final Installation Report)
- b) Fixture Specifications
- c) Recycling Certificate
- d) Confirmation of utility supplier billing update
- e) Warranty Service Request System Overview
- f) Equipment Warranties
- g) Request for Feedback and Testimonial
- h) Post Project Customer Care and Company Information

3. PROJECT COMMENCEMENT

- a) The Consultant will schedule a kickoff meeting with the Town to be held within three (3) weeks of the Town’s execution date of the Agreement.
- b) The Town may authorize changes in the scope, extent or character of the services provided under this Agreement and the time and cost for completion will be adjusted accordingly and submitted to the Town for approval.

4. PAYMENT TERMS

- a) The Consultant shall maintain an “**open book approach**” in relation to this agreement to enable the Town to monitor, scrutinize and verify the accuracy of all Consultant invoicing which is based upon material and subcontracted labor charges (inclusive of labor for all field quality control), and/or any new material and subcontracted labor charges proposed by it. On request by the Town, the Consultant shall provide the Town an open book account of these charges and/or any new proposed related charges, setting out full and transparent details of each of these components of the costing (including any profit margins or discounts applicable to those costings).
- b) The Consultant shall submit invoices on or about the first (1st) and the fifteenth (15th) day of each month reflecting services performed to date, which invoices will be due and payable within 30 days of receipt. The Town understands that the payment for completion of the services shall be based upon a cost-plus basis whereby the Consultant agrees to charge a \$30.00 per luminaires specified fee for the Investment Grade Audit, including data collection and design services (the IGA Fee). The project management and post-installation service fee shall be \$ 18.30 per streetlight in addition to an 8% gross margin on materials and installation labor invoiced by the respective suppliers (the “Project Management Fee”). The total \$48.30 per fixture fee applies only to existing roadway luminaires, park lights, and/or parking lot lights. The Consultant agrees to perform the services on that basis. Schedule B provides a more detailed pricing breakdown and payment schedule.

5. INTEREST ON LATE PAYMENT

Payments due and unpaid under the Agreement shall bear interest from the date payment is due at the prime rate of interest reported by the Wall Street Journal (or if more than one such rate is reported, by the average of such rate) plus one percent, or the maximum rate permitted by law in the jurisdiction where the Project is located, whichever is greater.

6. LIMITED WORKMANSHIP WARRANTY

- a) Consultant warrants to the Town that the installations services shall be performed by licensed and qualified installers using reasonable care and skill, to such high standard of quality as is reasonably expected.
- b) This Limited Workmanship Warranty only covers installation services such as incorrect equipment mounting or wiring of the fixture and related equipment. This warranty does not cover issues unrelated to the installation, such as fuse failure, pole knockdowns, wire shorting, disconnection of the pole or arm from owner source (unless improperly mounted), weather-related damage, natural disasters, vandalism, or unrelated capital work impacting the pole or fixture. The warranty period for installation services shall be one (1) year from the Date of Substantial Completion. The Town shall be responsible to serve as first-responder to any and all outages, shall identify locations where warranty-related work is necessary, and shall notify Consultant of the warranty-related locations so that a remedy can be implemented. The Consultant shall be reimbursed for all outlays incurred in responding to items which are determined not to be warranty related.
- c) This Limited Workmanship Warranty does not cover any cost related to fixture, photocell and related products and parts failure. Such costs are covered by their individual manufacturers' warranty as applicable. Consultant shall ensure that the Town is provided with all manufacturers' warranties for equipment and materials installed and/or used in the Scope of Work and that such documents are in conformity with the agreed upon warranty terms and conditions. Any installation cost related to failed fixtures or photocells is not covered under this warranty.

7. TERMINATION

- a) The Town may elect to terminate the Agreement without cause by written notice to the Consultant delivered prior to the approval of the IGA and the commencement of the procurement process, in which case the Town will pay the Consultant the amount of \$30.00 per fixture based upon the final inventory count (the "IGA Fee") as compensation for services rendered to date.
- b) The Town may terminate the Agreement without cause at any point following approval of the IGA by giving the Consultant fourteen (14) business days' notice, and compensating the Consultant for services performed, including the entire IGA Fee and the Project Management Fee based upon all equipment purchased and installation services performed, less any payments made on account to the Consultant, in accordance with this Agreement through the effective date of termination.
- c) Either party may terminate this Agreement at any time for cause after giving the other party written notice with 10 business days to cure the same, provided, however that if the default in question cannot reasonably be cured within such ten (10) business days, then so long as the defaulting party commences cure within ten (10) business days and continues to use commercially reasonable efforts to pursue such cure, then such default shall not be deemed a default hereunder.
 - i. If the Consultant elects to terminate this Agreement for cause, the Town shall be obliged to compensate the Consultant for all services rendered to date, including the entire IGA

Fee and the Project Management Fee based upon all equipment purchased and installation services performed less any payments made previously by the Village on account of such fees to the Consultant, in accordance with this Agreement, through the effective date of termination.

8. DISPUTE RESOLUTION

Any controversy or claim arising out of or related to this Agreement, which cannot be resolved between the parties shall be resolved in an arbitration to be held before an arbitrator mutually agreeable to both parties. This agreement shall be governed by and construed in accordance with the laws of the State of Maine, notwithstanding its conflict of law principles.

9. QUALIFICATIONS

The Consultant represents that it currently and will continue to hold during the term hereof any and all qualifications, licenses and certifications required to perform its services in the State of Maine. The Consultant shall perform all services in accordance with professional standards.

All documents, reports, data, studies, estimates and other work material developed under this Agreement shall be the property of the Town and shall be promptly delivered to the Town in a form compatible with the Town's software or other records management systems. All data collected shall be disclosed only to the Town's authorized representatives, at the direction of the Town.

10. SUBCONTRACTORS

The Consultant shall be fully responsible for the acts and omissions of any subcontractors and of persons both directly or indirectly employed by it, and shall hold subcontractors to the same terms and conditions as the Consultant is held under this Agreement. No subcontractors shall be retained on this Agreement without the specific prior written approval of the Town. Subcontractors shall not be deemed employees of the Town under any circumstances and the Consultant assumes full responsibility for payment of compensation, taxes and all other benefits due and payable to all such personnel involved in performing services under this Agreement.

11. SUCCESSORS AND ASSIGNMENT

The Town and Consultant are hereby bound to this Agreement and to the successors of the other party in respect of all covenants, agreements and obligations of this Agreement, subject only to the appropriation by the Town of sufficient funds to fulfill its obligations hereunder. Neither the Town nor Consultant may assign, sublet, or transfer any rights under or interest in this Agreement without the written consent of the other party, unless mandated by law. No assignment will release or discharge the assignor from any duty or responsibility under this Agreement, unless expressly provided otherwise in a written consent to assignment.

12. INSURANCE

The Consultant shall purchase and maintain insurance in accordance with Schedule A attached hereto, including Workers' Compensation, Employers' Liability, Commercial General Liability, Property Insurance, Automobile Liability and Professional Liability Insurance. The Town shall be named as an additional insured and loss payee on the liability policies, as their interest may appear, with respect to the work performed by the Consultant.

13. INDEMNIFICATION

The Consultant will indemnify and hold harmless the Town, its officers, agents and employees from and against all claims, damages, losses and expenses including attorney's fees arising out of or resulting from the negligent performance of the Agreement by the Consultant, its officials, employees, agents and subcontractors. To the extent permitted by law, the Town will indemnify and hold harmless the Consultant, its officers, agents and employees from and against all claims, damages, losses and expenses including attorney's fees arising out of or resulting from the Town's negligent performance under the Agreement. Any obligation of the Town to indemnify pursuant to this Agreement shall not be deemed or construed to operate in practical effect to waive any defense, immunity, or limitation of liability which may be available to the Town, its officers, agents or employees, under the Maine Tort Claims Act (14 M.R.S. §§ 8101, et seq) or any other privileges or immunities which may be provided by law.

14. LIMITATION OF LIABILITY

Notwithstanding anything to the contrary herein, the parties acknowledge and agree that the Consultant's liability for any damages or claims hereunder shall be limited solely to the greater of (a) the amount of any compensation to be paid to Consultant hereunder or (b) the amount of any insurance proceeds (net of any deductible) available to Consultant under the policies maintained by Consultant in accordance with the terms and provisions of this Agreement.

15. CONFLICT OF INTEREST

The Consultant will represent the Town and not suppliers, avoiding both the appearance, as well as any actual conflict of interest. Any subsequent disclosure of a conflict of interest after this contract is awarded, but which existed at the time of proposal submission, will be grounds for termination.

16. COMPLIANCE WITH LAWS

Consultant shall at all times conduct its business affairs relating to this Agreement in compliance with all applicable laws.

17. NOTICES

All notices, requests, demands or other communications to or from the parties hereto shall be in writing and shall be given by overnight delivery service, by hand delivery, telecopy or e-mail to the addressee as follows:

(i) If to the Consultant:
RealTerm Energy US, L.P.
201 West Street
Annapolis, Maryland 21401

Attention: Mark Carter
Phone: (438) 816-0141
E-mail: mcarter@realtermenergy.com

(ii) If to the Town:
4 Pump Street
Newcastle ME 04553

Attention: _____
Name Title

Phone: _____

E-mail: _____

18. AMENDMENTS

This Agreement may not be and shall not be deemed or construed to have been modified, amended, rescinded or canceled in whole or in part, except by written instrument signed by the Parties hereto which makes specific reference to this Agreement and which specifies that this Agreement is being modified, amended, rescinded or canceled.

19. SEVERABILITY

If any provision of this Agreement shall be declared invalid or illegal for any reason whatsoever, then, notwithstanding such invalidity or illegality, the remaining terms and provisions of this Agreement shall remain in full force and effect in the same manner as if the invalid or illegal provision had not been contained herein.

20. WAIVERS

No failure on the part of either party to exercise, and no delay in exercising, any right or remedy hereunder shall operate as a waiver thereof, nor shall any single or partial exercise of any right or remedy hereunder preclude any other or a future exercise thereof or the exercise of any other right or remedy granted hereby, or by any related document, or by law. Any failure of a Party to comply with any obligation contained in this Agreement may be waived by the Party entitled to the benefit thereof only by a written instrument duly executed and delivered by the Party granting such waiver, which instrument makes specific reference to this Agreement and the provision to which it relates and describes the right or obligation consented to, waived or purported to be violated.

21. ENTIRE AGREEMENT

This Agreement its schedules, appendices and attachments and the Investment Grade Audit Report represent and contain the entire agreement between the parties. Prior discussions or verbal representations by the parties that are not contained in this Agreement its schedules, appendices and attachments, nor within the Investment Grade Audit Report, are not a part of this Agreement. Where there is any conflict between the provisions of this Agreement and the provisions of any attachment or the Investment Grade Audit Report, the provisions of this Agreement shall control.

22. COUNTERPARTS

This agreement may be signed in any number of counterparts, each of which is an original, and all of which taken together constitute one single document.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their duly authorized representative's effective as of the date and year first above written.

By: RealTerm Energy US, L.P., a Delaware limited partnership

By: _____

Name:

Title:

Date: _____

By: Town of Newcastle, ME

By: _____

Name:

Title:

Date: _____

SCHEDULE A
INSURANCE REQUIREMENTS

INSURANCE COVERAGES

The Consultant agrees that it shall, at all times during the term of this Agreement, maintain in full force and effect, the following insurance coverage:

- 1) **Commercial General Liability Insurance** with limits of five million dollars (\$5,000,000) per occurrence and general aggregate for each (i) bodily injury and property damage, (ii) personal injury and advertising injury liability, and (iii) products and completed operations. The policy shall also include contractual liability and a standard separation of insureds or cross liability provision, as would be achieved under the standard ISO CGL form. The Town shall be named as an additional insured, as their interests may appear, as respects operations performed by Consultant.
- 2) **Automobile Liability Insurance** to cover liability for the ownership, maintenance and use of all owned, hired, or non-owned vehicles, for a combined single limit for bodily injury and property damage in an amount of one million dollars (\$1,000,000) per accident.
- 3) **Workers Compensation** coverage in an amount not less than statutory requirements and Employer's Liability Insurance in an amount of not less than \$1,000,000 each accident for bodily injury by accident, each employee for bodily injury by disease and policy limit for bodily injury by disease.
- 4) **Property Insurance** to cover Consultant's personal property, or property considered to be in its care, custody, and control.
- 5) **Professional Liability** Insurance with limits of \$250,000 per claim, and \$500,000 general aggregate.

CONDITIONS OF INSURANCE

- A. In order to meet the required minimum limits of the Liability Insurance, it is permissible for the Consultant to combine an umbrella liability policy with the primary liability policy, at the discretion of Consultant.
- B. Policies shall be issued by insurers approved to do business in the jurisdiction where the Town is located
- C. The Consultant shall be responsible for deductible amounts under its insurance policies, except where otherwise provided.
- D. Prior to commencement of the Work and upon the renewal, or extension of each policy of insurance required herein, the Consultant shall promptly provide the Town with a certificate of insurance.

SCHEDULE B

PRICING BREAKDOWN AND PAYMENT SCHEDULE

Stage	Task	Scope of Services	Pricing	Billing/Payment Method
GIS Inventory Audit	Task 1	GIS Streetlight Audit	\$15.00 / fixture	Task Completion Upon Client approval of the GIS inventory but payment due no later than 30 days following receipt of the related invoice.
	Task 2	Streetlight Acquisition	\$15.00 / fixture	Task Completion Upon delivery of the initial IGA Report but payment due no later than 30 days following receipt of the related invoice
Task 3	Selection of Equipment and Installer(s)			
Task 4	Photometric Design			
Task 5	Smart Control Consultation ²			
Investment Grade Audit Report ¹	Task 6	Investment Grade Audit Report		
	Task 7	Procurement Services	\$ 18.30 / fixture In addition to an 8 % gross margin on material and labor	Percentage of completion based on percentage of fixtures installed. Payment terms are net 30 days
	Task 8	Assistance with Rebate / Incentive Application(s)		
	Task 9	Project Management / Construction Administration		
Task 10	Electricity Billing Changes			
Installation Project Management				
Commissioning	Task 11	Final Commissioning	N/A	N/A

¹ The quantity of fixture in the Investment Grade Audit Report shall be determined on the number of luminaires requested by the client to be specified and designed during the entire duration of the project, regardless of the number of items surveyed and mapped, procured and/or installed.

² Should the Town decide to include smart lighting controls as part of the scope of this project, the Consultant shall charge a Smart Controls Commissioning fee of \$15.00/ per smart control. The Smart Controls Commissioning fee shall be charged upon the City's signature of the IGA Report and payment will be due no later than 30 days following receipt of the related invoice.

In the event that the inventory assessment exceeds twenty percent (20%) of the number of budgeted fixtures in the proposal, the Consultant will seek a written approval by the Client to proceed with the inventory assessment process.

All unit pricing is based on final numbers to be determined and final billing shall be adjusted based on final reconciliation once all installation has been completed and the Final Installation Report (FIR) has been completed by the Consultant.



Proposal for:
Newcastle Town Office Renovation
Project Location: 4 Pump Street, Newcastle, ME

Proposed Amount: \$29,934

This Proposal is for work that consists of: Adding 3 new walls to the town office. Two walls will create new office space and the third wall will separate the clerks counter from the public lobby. Additionally, three doors will be removed. Two of the door openings will be infilled to match the surrounding wall types and one opening will be finished to create a hallway. All walls will be uninsulated, framed up to the roof deck, and sheet rocked on both sides with a level 4 finish. The existing acoustic ceiling grid will be modified and reworked to terminate into the new walls.

The lighting layout will be reworked accordingly to function properly with the new floor plan. Outlets and switches will be added and relocated as necessary. To provide a quick turn around on this proposal, an electrical allowance has been carried for this portion of work. Upon acceptance of this proposal by the Owner, we will solicit electrical proposals for the scope of work mentioned above.

We will reuse 3 of the existing doors (2- wood & 1- hollow metal). We will furnish and install 4 new six panel wood doors with hardware. The Private Conference Room door will have a custom-built clear polycarbonate pass-thru window with an integrated wood shelf. The pass-thru window will be hinged, so the door will be operational and can be used for passage between the Map room and Assessor's office.

We will furnish and install 3 custom sliding glass windows at the clerk's desk, with a temporary clear polycarbonate shield mounted on the inside. The window will be regular glass in a hollow metal frame, with 1x4 wood trim around the outside. All new walls, doors and trim will receive 1 coat of primer and 2 coats of paint. In addition to the new walls, Jon's office, Jim's office, the lobby, and map room will all receive new paint. Rubber cove base will be added to all new walls to match the existing base in the building. There is no flooring work anticipated as part of this project.

Breakdown of Estimate

General and Administrative: \$4,080

Sliding Windows (Material only): \$1,295

Carpentry and Finishes: \$22,359

Allowance for Electrical: \$2,200

Exclusions

Furniture moving and temporary protection of existing property by owner. Permits and fee's by owner.

Alternates #1 - #4

These Alternates are in "addition to" the above Estimate and are not included in the above Proposal's Scope of Work or Associated Estimated Costs. The same labor rates and O&P % that were used for the above Proposal have been used in the calculations for these Alternates. Each can be considered separately as opposed to in concert with one another.

Alternate #1: Add Dutch Door to private conference room

Add \$900 to the project cost

Alternate #2: Add R-15 mineral wool insulation to new walls

Add \$855 to the project cost

Alternate #3: Add for furniture moving and temporary protection

Add \$1,230 to the project cost

Alternate #4: Add tempered glass to sliding windows at clerk's desk

Add \$315 to the project cost



Jon Duke <townadministrator@newcastlemaine.us>

Town office renovations

Rick Salerno <richardsalerno11@gmail.com>
To: jduke@newcastlemaine.us

Sun, May 17, 2020 at 5:42 PM

To Newcastle Selectmen and whom it may concern,

After meeting with Jon Duke and going over in some detail the work you'd like to see happen before the first of June, I do feel as though its possible to get the work completed in that time frame, baring any unforeseen issues that sometimes arise.

How I like to operate my business is to give a best case estimate (Low) to a worst case estimate (High) and strive to achieve the latter. Looking at the drafts supplied by your office, there may have been a few things we missed during the initial viewing, those things as well as any possible changes, tweaks or oversights that may happen during the remodel are accounted for in the estimate. To be perfectly honest with you I think its possible even come in under.

What I can offer you is this; As a Contractor and Certified Home inspector working in our community for 30 years I bring a broad spectrum of knowledge. I can provide subcontractors to help keep things moving along, up to code and willing to help at a moments notice. i.e. (electrician, plumber, drywaller, painter etc.). I can put off pending jobs to jump on your renovation sooner rather than later as the safety of your staff as well as the Newcastle residents take precedence. Keeping construction dust at a minimum as well as Guaranteeing work done after completion. I encourage input from your staff as I understand that your work space can be as much of a "personal space" as is your home.

Seeing that the new walls will not be load baring I can see a lot of ways to save time, in turn saving on your budget as well as tax payers monies.

I can supply a written contract or sign one that you provide, whatever works best for you. To expedite the process here is the estimate.

Estimate

	Low	High	
Material Estimated :	\$7,500	- \$9,000	On town account if and when possible to save you money
Electrical :	\$1,500	- \$3,000	Licensed Master electrician
Labor :	\$12,500	- \$15,000	
Total :	\$21,000	- \$27,000	

Once again I feel as though it will more towards the low end estimate.

Thankyou for your consideration
and Stay Safe.
Richard Salerno

ANNUAL TOWN MEETING WARRANT AND SECRET BALLOT ELECTION

Tuesday, July 14, 2020

To Mark Doe, a resident for the Town of Newcastle, in the County of Lincoln, State of Maine,

GREETING:

In the name of the State of Maine, you are hereby required to notify and warn the inhabitants of the Town of Newcastle in said county and state, qualified by law to vote in town affairs, to meet at the Community Room in the Fire Station building at 86 River Rd on Tuesday, the 14th day of July, A.D. 2020 at 8:00 am, then and there to act upon Article 1 and by secret ballot on Articles 2 through 13 as set out below, the polling hours therefore to be from 8:00 am until 8:00 in the evening;

ARTICLE 1: To elect a moderator by written ballot to preside at said meeting.

ARTICLE 2: To elect by secret ballot, in accordance with the vote of the town, the following offices:

1. Two (2) Selectmen/Assessors and Overseers of the Poor for a three-year term
2. One (1) member of the Great Salt Bay School Committee for a three-year term

ARTICLE 3: SECONDARY SCHOOL VALIDATION - Do you favor approving the NEWCASTLE SECONDARY education budget for the upcoming school year that was adopted at the latest Newcastle Special Town Meeting and that includes locally raised funds that exceed the required local contribution as described in the Essential Programs and Services Funding Act?

ARTICLE 4: ELEMENTARY SCHOOL VALIDATION - Do you favor approving the GREAT SALT BAY, CSD ELEMENTARY education budget for the upcoming school year that was adopted at the latest Great Salt Bay, CSD Annual Budget Meeting and that includes locally raised funds that exceed the required local contribution as described in the Essential Programs and Services Funding Act?

ARTICLE 5: Shall the town authorize the Board of Selectmen to negotiate an interlocal agreement with the owner-municipalities for the operations of the Central Lincoln County Ambulance?

ARTICLE 6: Shall the town raise & appropriate for \$ 2,246,477 for municipal government?

	FY19 Actual	FY20 Budget	FY 21 Selectmen
Administration/Operations	457,884.30	504,094.04	525,578.00
Public Services	153,029.01	166,782.39	174,930.00
Public Safety	191,741.51	213,493.17	233,582.00
Public Works	450,163.63	581,086.00	648,945.00
Reserves	155,850.00	554,750.00	597,104.00
Debt Services	29,339.96	27,084.00	66,338.00
Municipal	1,438,008.41	2,047,289.60	2,246,477.00

ARTICLE 7: Shall the Town grant the following authorities to the Board of Selectmen from July 1, 2020 to June 30, 2021?

- A. Authorize the Board of Selectmen to accept prospective gifts and donations providing the Board place these funds in appropriately designated reserve accounts and only used for the intended purposes stated or in the best interests of the Town?
- B. Authorize the Board of Selectmen to accept and expend, on behalf of the town, any State and Federal funds which may be received from time to time in the form of grants and funds from any source deemed appropriate by the municipal officers during the period of July 1, 2020 to June 30, 2021 or act on anything relative thereto?
- C. Authorize the Board of Selectmen, on behalf of the town, to sell and dispose of any real estate acquired by the town for non-payment of the taxes thereon and to execute quitclaim deeds for said property, in accordance with appropriate state law and procedures?
- D. Authorize the Board of Selectmen, on behalf of the Town, to sell and dispose of any surplus equipment owned by the Town in accordance with appropriate State law and procedures?
- E. Direct the Board of Selectmen to establish the dates on which this year's taxes shall be due and payable?
- F. Authorize the Board of Selectmen to fund abatements by expending overlay, and in the event the overlay is depleted, authorize funding abatements through the unassigned fund balance?
- G. Authorize the Board of Selectmen to enter into multi-year contracts on behalf of the Town?
- H. Authorize the Board of Selectmen to carry unexpended funds forward to the next fiscal year within the existing budget line items?
- I. Authorize the Board of Selectmen to establish and appoint the members of standing and/or ad hoc committees of the Board of Selectmen to advise the Board regarding the administration and operations of the town government?
- J. Authorize the Board of Selectmen to reduce the total amount of taxes to be collected by the FY 2021 total amount of estimated revenue (TBD) including use of surplus?

ARTICLE 8: Shall the Town will vote to authorize the Treasurer to waive the foreclosure of tax lien mortgages pursuant to 36 M.R.S.A. § 944 upon a finding by the Board of Selectmen that ownership of the property that is subject to the tax lien mortgage would be contrary to the Town's best interests.

ARTICLE 9: Shall the town instruct the Tax Collector to charge interest at the rate of 6 % per annum on all uncollected taxes and authorize the Board of Selectmen to establish the date on which interest starts to accrue, except for those taxpayers enrolled in the tax club before June 1, 2020 and have made all payments on time and to date?

ARTICLE 10: Shall the Town vote to authorize the Tax Collector to accept prepayments on taxes not yet committed, and to pay interest at a rate of 0% (zero percent) as a courtesy to taxpayers who wish to pay some or all of their uncommitted taxes?

ARTICLE 11: Shall the town authorize the Board of Selectmen to expend funds from any Town Reserve account for an unbudgeted major expense: (Note: "major" is defined as any cost not included in a corresponding operating budget)?

ARTICLE 12: Shall the town allow the Board of Selectmen to transfer an amount not to exceed 2% of the total annual budget request from one category to another without prior approval of a special town meeting?

ARTICLE 13: Shall the Town authorize the Board of Selectmen to regulate river herring fishing in all streams in which the town has an interest in accordance with the plan filed with and approved by the Commissioner of Marine Resources?

Given under our hands at Newcastle, Maine this 26th day of May 2020.

R. Benjamin Frey, Chairman _____

Carolyn Hatch, Vice-Chair _____

Brian Foote, Board of Selectmen _____

Joel Lind, Board of Selectmen _____

Wanda Wilcox Board of Selectmen _____

A true and attested copy by: _____

Michelle Cameron, Town Clerk

Town Administrator's Report

May 23, 2020

- A few updates on road projects as the spring rolls on.
 - The Academy Hill project will start June 1 with some prep work and signage. Hagar, at the moment, expects to be in the roadbed by June 3 and then it is full speed ahead toward getting the project complete by the start of school in September.
 - It appears there might be a gap in Hagar's schedule and they should be able to complete the resurfacing of North Newcastle Road next week. Fingers crossed.
 - As for the spring road maintenance work, grading of the town's dirt roads is complete but striping is delayed due to the contractor being held up by weather. The contractor has to complete Augusta's striping and then they will be headed to us.
- This week was filled with a lot more information updating how businesses and community buildings are recommended to operate in a COVID-19 world. I have attached the CDC guidance for you to review. We are making preparations for opening in how we operate by purchasing masks, gloves, sanitizer, etc. Wanda and I had a great chat this week about some things we can do to simplify what we need to do to maintain a safe workplace.
- I have added the Selectmen's pay to the payroll warrant this week.
- Some of you have heard that Lincoln Academy is holding their graduation on June 5th. I have been in contact with the school and Seth is keenly aware of their plans as well. We don't anticipate any conflicts with the road project and LA is taking precautions to limit the number of people congregating at the campus at one time. Additionally, Lincoln County Sherriffs Office will be present to ensure a smooth process and to remind family and friends the need to avoid group gatherings.
- A few comments on the items on the agenda...
 - The contract with Real Term Energy is attached and up for consideration. I have sent a copy to Peter and hope to have his thoughts by Tuesday night. The proposed contract only obligates the town to conduct the audit . The purchase of the new lights is still to be determined so there would be a subsequent conversation in that regard. All this contract establishes is the audit and out agreement to conduct (and pay for) that audit.
 - Attached to the packet are a couple of emails received from residents of the Mills concerned with the use of the beach this summer. I have spoken with the Town of Nobleboro and it appears they will pursue adding some signage closing off some of those public areas in that neighborhood. I would suggest that we follow suit and similarly limit public congregating in the spot. We do not have the capacity to actively

enforce a closure, but we can utilize LCSO to remind individuals of such a closure as Nobleboro plans to do.

- I have received a pair of proposals to complete the needed modifications to the Town Office within the amount available in our Municipal Building reserve. At this point I'm working with both contractors to ensure worker's compensation needs are met, any suggested modifications to the proposal are consistent with the town's goals, and that they can complete the work as soon as humanly possible so that we can re-open safely.
- To date, I do not have any changes to make to the budget for FY 21 compared to last week. However, I would propose that due to a larger than expected amount available in the administration and operations portion of the budget, that we try to expend funds that might exceed the municipal building and computer reserve from operating funds in the current budget. This will limit the need to make further changes to the budget and use funds we already have available to meet current needs.
- The Town Meeting Warrant proposed has been reviewed by Peter, Michelle and I. Even with minimizing the number of budget articles to 1, we still would have 11 ballot questions for voters. We attempted to limit the articles for the voters to make their decisions as easy as possible.
 - On a related note, we found that the public hearing for the ballot questions must happen no less than 7 days before the vote and no more than 30 days before the vote. I would suggest a public hearing is held no earlier than June 14th.

Jrnl	Invoice Description	Reference	Proj	Amount	Encumbrance
Description	Account				
00033 CENTRAL MAINE POWER CO					
0544	VARIOUS ELECTRIC ACCTS				
35013306861	- FLASHER	E 101-55-06		20.76	0.00
	GEN GOVT - PROTECTION / FLASHER RT 1				
35011988843	- T.O.	E 101-65-02		92.90	0.00
	GEN GOVT - TOWN OFFICE / ELECTRICITY				
35015543313	- BIRD	E 101-67-02		62.90	0.00
	GEN GOVT - BIRD PLAYGR / ELECTRICITY				
35015543750	- SHPS FD	E 105-68-02		30.09	0.00
	PUB SAFETY - SHEEPSCT STA / ELECTRICITY				
35016922797	- SANDLOT	E 107-50-19		30.32	0.00
	PUBLIC WORKS - PUBLIC WORKS / MILLS RD ELE				
	Vendor Total-			236.97	
00007 DAMARISCOTTA BANK & TRUST					
0544	FIRE TRUCK PYMT	JUNE PAYMENT			
(JUNE) PAYMENT		E 110-30-60		2,256.92	0.00
	DEBT SERVICE - DEBT SERV / LOAN PYMT FT				
	Vendor Total-			2,256.92	
00010 GREAT SALT BAY COMM. SCHOOL					
0544	SCHOOL/ELEMENTARY	MAY PAYMENT			
MAY PAYMENT		E 116-60-01		147,731.73	0.00
	SCHOOLS - SCHOOLS / ELEMENTARY				
	Vendor Total-			147,731.73	
00000 HUB INTERNATIONAL NEW ENGLAND LLC					
0544	ACCIDENT INS. - VOLUNTEER	#02-SR-365287			
ACCIDENT INS - VOLUNTEERS		E 101-03-05		190.00	0.00
	GEN GOVT - INSURANCE / PROP/CASUALT				
	Vendor Total-			190.00	
00000 ICMA RETIREMENT CORPORATION					
0544	INV#43882	PLAN #100117			
INV#43882		E 101-02-03		250.00	0.00
	GEN GOVT - FRINGE BENEF / RETIREMENT				
	Vendor Total-			250.00	
00005 LOCKBOX #936724					
0544	TRANSCO CONTRACT	IN2396096			
CN32314-01		E 101-26-01		19.85	0.00
	GEN GOVT - LEASES / COPIER				
	Vendor Total-			19.85	
00121 LOUIS DOE, INC.					
0544	INV2004-128452	VETERAN PARK			
INV2004-128452 - MULCH		E 101-78-01		69.90	0.00
	GEN GOVT - VETERAN PARK / MAINT/PLANT				
	Vendor Total-			69.90	
00016 MAINE MUNICIPAL EMPL. HEALTH TRUST					
0544	INSURANCE MONTH - JUNE	MHT - 15110			
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
	GEN'L GOV. / DENTAL DED				
DEDUC/VISION INS/ TC		G 1-334-00		11.15	0.00
	GEN'L GOV. / VISION DED				
TWN SHARE HEALTH INS/DC		E 101-02-02		2,132.71	0.00
	GEN GOVT - FRINGE BENEF / HEALTH INS				
DEDUC/INCOME PROT/TC		E 101-02-05		51.43	0.00
	GEN GOVT - FRINGE BENEF / S/T DISABILT				

Jrnl	Invoice Description	Reference	Proj	Amount	Encumbrance
Description	Account				
DEDUC/INCOME PROT/TA	E 101-02-05			74.81	0.00
	GEN GOVT - FRINGE BENEF / S/T DISABILT				
DEDUC/INCOME PROT/DC	E 101-02-05			42.00	0.00
	GEN GOVT - FRINGE BENEF / S/T DISABILT				
DEDUC/HEALTH INS/TC	G 1-332-00			256.00	0.00
	GEN'L GOV. / HLTH INS DED				
DEDUC/HEALTH INS/DC	G 1-332-00			256.00	0.00
	GEN'L GOV. / HLTH INS DED				
DEDUC/DENTAL INS/DC	G 1-338-00			74.85	0.00
	GEN'L GOV. / DENTAL DED				
DED/VISION/DC	G 1-334-00			5.58	0.00
	GEN'L GOV. / VISION DED				
Vendor Total-				5,136.09	
00993 MURPHY APPRAISAL SERVICES, INC.					
0544	MAY ASSESSING SERVICES	5/4, 5/11, 5/18			
	MAY ASSESSING SERVICES	E 101-04-01		1,440.00	0.00
	GEN GOVT - CONTRACTOR / ASSESSORS'				
Vendor Total-				1,440.00	
00109 PROPERTY CARE PLUS, INC					
0544	JUNE MOWING PAYMENT	INV#000421			
MONTH		E 101-70-02		1,500.00	0.00
	GEN GOVT - CEMETERIES / MOWING				
INV#000421 - ISLANDS		E 101-70-02		114.00	0.00
	GEN GOVT - CEMETERIES / MOWING				
Vendor Total-				1,614.00	
00030 TOWN OF NEWCASTLE/PETTY CASH					
0544	REPLENISH PETTY CASH				
PETTY CASH - POSTAGE		E 101-25-05		118.55	0.00
	GEN GOVT - OPERATIONS / POSTAGE/ENV				
PETTY CASH - SUPPLIES		E 101-25-95		25.77	0.00
	GEN GOVT - OPERATIONS / SUPPLIES				
Vendor Total-				144.32	
00354 TOWN OF NOBLEBORO					
0544	(MAY) TIPPING FEES				
MAY TIPPING FEES		E 102-10-10		7,657.00	0.00
	PROTECTION - WASTE DISP / TRANSFER STA				
Vendor Total-				7,657.00	
00023 TREASURER, STATE OF ME-BMV					
0544	MAY 1 - 15, 2020	BMV REPORT	*** PAID ***	Check # 24609	
	BMV REPORTS 5/1-5/15/20	G 1-345-00		1,983.82	0.00
	GEN'L GOV. / STATE MV FEE				
Vendor Total-				1,983.82	
01503 U.S. BANK EQUIPMENT FINANCE, INC					
0544	COPIER LEASE/MAINT	414381277			
T.O. COPIER LEASE & MAINT		E 101-26-01		198.60	0.00
	GEN GOVT - LEASES / COPIER				
Vendor Total-				198.60	

Jrnl	Invoice Description	Reference			
Description	Account	Proj	Amount	Encumbrance	
		Prepaid Total-	1,983.82		
		Current Total-	166,945.38		
		Warrant Total-	168,929.20		

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: 5/26, 2020

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

