

ANNOTATED AGENDA
Town of New Gloucester

BOARD OF SELECTMEN'S MEETING

7:00 p.m.

Monday, October 21, 2019

At the Meetinghouse

BOARD OF SELECTMEN'S MEETING

I. CALL THE MEETING TO ORDER & ATTENDANCE

II. PLEDGE OF ALLEGIANCE

III. SCHEDULE NEXT MEETING:

- Board of Selectmen's Meeting – 7:00 p.m., Monday, November 4, 2019 at the Meetinghouse

A. Adjustments to the Agenda

IV. PUBLIC COMMENTS

V. PRIOR MEETING UPDATE

- A. Selectmen Chair
- B. Town Manager

VI. ORAL COMMUNICATION

- A. Selectmen
- B. Town Manager
- C. Dept. Heads
- D. Boards & Committees

VII. SCHEDULED ITEMS

- 4.39 To See What Action the Board Wishes to take in Regard to Bid Recommendation for Transfer Station 1.3 or 1.7 Wheel Loader

Please see attached paperwork.

- 4.40 To See What Action the Board Wishes to take in Regard to Lucas 3 Lease/Purchase

Please see attached paperwork.

- 4.41 To See What Action the Board Wishes to take in Regard to CMP Pole Permit

Please see attached paperwork.

- 4.42 To See What Action the Board Wishes to take in Regard to Budget Process
- 4.43 To See What Action the Board Wishes to take in Regard to Scheduling a Workshop for Board & Committee By Laws
- 4.44 To See What Action the Board Wishes to take in Regard to Salary Survey

Please see attached paperwork.

VIII. APPROVE FY20 WARRANTS AND PAYROLLS #16 and #17

IX. APPOINTMENTS AND RESIGNATIONS

X. LEGAL

XI. WRITTEN COMMUNICATION

A. Approve Minutes of the September 23, 2019, Special Board of Selectmen's Meeting

Please see attached paperwork.

B. Approve Minutes of the October 7, 2019, Board of Selectmen's Meeting

Please see attached paperwork.

XII. ADJOURN

Transfer Station Loader Bid Recommendation

October 2019

ITEM
4.39

TO: Board of Selectmen

After review of all the bids and specs for the Transfer Station Loader I have come to the conclusion that Caterpillar is the only one that meets or exceeds all of our specs with their 908M compact wheel loader.

Although the bids received show that Caterpillar is out of our price range we can still purchase it through the Sourcewell Bid, which is a bid already used by the Federal Government, we can still purchase the 908M with a trade in for \$99,500.

Out of the other bids that we received that do not meet all specs it appears that the Case 321F is the low bid at \$71,750 after trade in.

Ted

10/17/19

1.3 yard loader

	Northland JCB	Milton Cat	Chadwick Baross	Beauregard Equipment
make	JCB	Caterpillar	Volvo	Case
model	409	908M	L358	321F
weight	12,830	14,300	13,117	13,633
hp	74	74	?	70
bucket size	1.3 yd	1.4 yd	1.3 yd	1.3 yd
radio installation kit	yes	yes	?	yes
lights: front/rear	yes	yes	?	yes
Tier 4	yes	yes	yes	yes
drive	hydrostatic	hydrostatic	hydrostatic	hydrostatic
batteries	2 - 1700 cold crank amps 0°F	cold weather	cold weather package	cold weather package
speed	25 mph	25 mph	?	20 mph
Loaded Tires	365/70R20	/80 R20 L2Dunl	yes	365/80 R20 L2 Dunlop
fan cooled	yes	no	no	no
liquid cooled	no	yes	yes	yes
ride control	smooth ride	yes	yes	yes
manuals	3 copies	3 copies	?	3 copies
warranty	7 yr/7000 hrs	/7000 hrsinclud	7 yr/7000 hrs \$10,180	7 yr/7000 hrs included
base price	\$ 106,038.00	\$ 131,000.00	\$ 95,000.00	\$ 90,000.00
trade allowance	\$ 20,000.00	\$ 17,000.00	\$ 12,800.00	\$ 18,250.00
	\$ 86,038.00	\$ 114,000.00	\$ 105,180.00	\$ 71,750.00

1.8 yard loader

	Chadwick Baross	Milton Cat	United Rentals	Northland JCB
make	Volvo	Caterpillar	Takeuchi	JCB
model		910M	TW95C2HS	411 HT T4F
weight		17,893		19,122
hp		96		92
bucket size		1.7 yd	2.4 yd	1.8 yd
radio installation kit				
lights: front/rear				
Tier 4		yes		
drive		hydrostatic		
batteries				
speed				24 mph
Loaded Tires				yes
fan cooled		no		
liquid cooled		yes		
ride control		yes		smooth ride
manuals				3 copies
warranty	7 yr/7000 hr \$11,000	7 yr/7000 hr		7 yr/7000 hr
base price	\$ 122,500.00	\$ 144,500.00	\$ 132,775.00	\$ 153,380.00
trade allowance	\$ 12,800.00	\$ 17,000.00		\$ 20,000.00
	\$ 133,500.00	\$ 127,500.00		\$ 138,380.00
extras				

Flex Financial, a division of Stryker Sales Corporation
1901 Romence Road Parkway
Portage, MI 49002
t: 1-888-308-3146 f: 877-204-1332
www.stryker.com

ITEM
4.40

stryker

Date: September 18, 2019

RE: Reference no: 2210091149

Town of New Gloucester
385 INTERVALE RD
NEW GLOUCESTER, Maine 04260

Thank you for choosing Flex Financial, a division of Stryker Sales Corporation, for your equipment financing needs. Enclosed please find the financing documents necessary to enter into the financing arrangement. Once all of the documents are completed, properly executed and returned to us, we will issue an order for release of the financed equipment.

PLEASE COMPLETE ALL ENCLOSED DOCUMENTS TO EXPEDITE THE SHIPMENT OF YOUR ORDER.

Short Form Lease Agreement
Exhibit A - Detail of Equipment
Insurance Authorization and Verification
State and Local Government Rider

****Conditions of Approval: Insurance Authorization and Verification, State and Local Government Rider**

PLEASE PROVIDE THE FOLLOWING WITH THE COMPLETED DOCUMENTS:

Federal tax ID number:	_____	AP address:	_____
Purchase order number:	_____	Contact name:	_____
Phone number:	_____	Email address:	_____

Please fax completed documents to (877) 204-1332. Return original documents to 1901 Romence Road Parkway Portage, MI 49002 (using Fed-Ex Shipping ID# 612-309469)

Your personal documentation specialist is Michelle Warren and can be reached at 269-389-1909 or by email michelle.warren@stryker.com for any questions regarding these documents.

The financing proposal evidenced by these documents is valid through the last business day of September, 2019.

Sincerely,

Flex Financial, a division of Stryker Sales Corporation

Notice: To help the government fight the funding of terrorism and money laundering activities, U.S. Federal law requires financial institutions to obtain, verify and record information that identifies each person (individuals or businesses) who opens an account. What this means for you: When you open an account or add any additional service, we will ask you for your name, address, federal employer identification number and other information that will allow us to identify you. We may also ask to see other identifying documents. For your records, the federal employer identification number for Flex Financial, a Division of Stryker Sales Corporation is 38-2902424.

Short Form Lease Agreement No. 2210091149

Owner ("we" or "us") :
 Flex Financial, a division of Stryker Sales Corporation
 1901 Romence Road Parkway
 Portage, MI 49002

Customer name and address ("You" and "Your"): Town of New Gloucester 385 INTERVALE RD NEW GLOUCESTER, Maine 04260	Equipment location: 611 LEWISTON RD, NEW GLOUCESTER, Maine 04260 Supplier: Stryker Sales Corporation, 3800 E. Centre Avenue, Portage, MI 49002 Equipment description: (see attached Exhibit A which is a part of this Agreement.)
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Payment information

# of lease payments	Payment frequency	Lease payment	Terms of Agreement in months: 25 Equipment purchase option: \$1 Buyout Option Equipment purchase option shall be FMV unless another option is stated above.			
1	Annual	\$5,000.00 (First payment due 30 days after Agreement is commenced), (plus applicable sales/use taxes - see "Taxes" section below) followed by:	Security deposit	First period payment	Other	Total payment enclosed
			\$0.00	+ \$0.00	+ \$ 0.00	= \$ 0.00
2	Annual	\$5,998.94 (plus applicable sales/use taxes - see "Taxes" section below)				

1. Lease: You ("Customer") agree to lease from us ("Owner") the equipment (including software and/or software license fees ("Software"), if any, "Equipment") listed above and on any attached schedule in accordance with the terms of this Agreement (this "Agreement"). This Agreement starts on the day the Equipment is delivered to you ("Commencement Date") and continues for the number of months described above (the "Term"). The Lease Payments ("Payments") shall be payable beginning on the Commencement Date or any later date we designate and thereafter until all fully paid. **Your obligations under this Agreement ("Obligations") are absolute, unconditional, and are not subject to cancellation, defense, recoupment, reduction, setoff or counterclaim.** If a Payment is not made when due, you will pay us a late charge of 5% for each Payment or \$10.00, whichever is greater. We may charge you a fee of \$55.00 for any check that is returned. You authorize us to adjust the Payments at any time if taxes included in the Payments differ from our estimate. You agree that the Payments were calculated by us based, in part, on an interest rate equivalent as quoted on the Intercontinental Exchange website, at <https://www.theice.com/marketdata/reports/180>, under the USD Rates 1100 Series, that would have a repayment term equivalent to the Term (or an interpolated rate if a like-term is not available) as reasonably determined by us and in the event the Term of this Agreement starts more than 30 days after we send this Agreement to you, we may adjust the Payments once to compensate us, in good faith, for any increase in such rate. You shall be deemed to have accepted the Equipment for lease hereunder upon the date that is ten (10) days after it is shipped to you by the Supplier and, at our request, you shall confirm for us such acceptance. No acceptance of any item of Equipment may be revoked by you.

2. Title and laws: Unless you have a \$1.00 purchase option, we own the Equipment and you have the right to use the Equipment during the Term, provided you comply with the terms of this Agreement. If you have a \$1.00 purchase option or this Agreement is deemed to be a security agreement, you grant us a security interest in the Equipment and all proceeds therefrom, and authorize us to file financing statements on your behalf. You agree not to permit any lien, claim or encumbrance to be placed upon the Equipment. You shall comply with all applicable laws, rules and regulations and manufacturer's specifications and instructions concerning the operation, ownership, use and/or possession of the Equipment.

3. Equipment use, maintenance and warranties: Any assignee (as defined below) is leasing the Equipment to you "AS-IS" AND MAKES NO WARRANTIES, EXPRESS OR IMPLIED, INCLUDING WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. You must, at your cost, keep the Equipment in good working condition. If Payments include maintenance and/or service costs, you agree that (i) no Assignee is responsible to provide the maintenance or service, (ii) you will make all maintenance and service related claims to the persons providing the maintenance, service or warranty, and (iii) any maintenance, warranty or service claims will not impact your Obligations. The Equipment cannot be moved from the location above without our prior written consent. **STRYKER SALES CORPORATION (INCLUDING FLEX FINANCIAL, A DIVISION OF STRYKER SALES CORPORATION, ITS DIVISION) MAKES NO IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE REGARDING ANY EQUIPMENT. This Agreement will not impair any express warranties or indemnifications or other obligations of Stryker Corporation or any of its subsidiaries to you regarding the Equipment and we hereby assign all of our rights in any Equipment warranties to you.**

4. Assignment: You agree not to transfer, sell, sublease, assign, pledge or encumber the Equipment or any rights under this Agreement without our prior written consent, which consent shall not be unreasonably withheld, and if you do, even with our consent, you will still be fully responsible for all your Obligations. You shall provide us with at least 45 days' prior written notice of any change to your principal place of business, organization or incorporation. You agree that we may, without notice to you, sell, assign, or transfer ("Transfer") this Agreement to a third party (each, an "Assignee"), and each Assignee will have our Transferred rights, but none of our obligations, and such rights will not be subject to any claims, recoupment, defenses, or setoffs that you may have against us or any supplier even though an Assignee may continue to bill and collect all of your Obligations in the name of "Flex Financial, a division of Stryker Sales Corporation".

5. Risk of loss, insurance and reimbursement: Effective upon delivery to you and continuing until the Equipment is returned to us in accordance with the terms of this Agreement, you shall bear all risk of Equipment loss or damage. If any such loss or damage occurs you still must satisfy all of your Obligations. You will (i) keep the Equipment insured against all risks of loss or damage for an amount equal to its replacement cost, (ii) list us as the insurance sole loss payee and (iii) give us written proof of the insurance. If you do not provide such insurance, we have the right, without obligation, to obtain such insurance and add an insurance fee (which may include a profit) to the amount due from you. You will obtain and maintain comprehensive public liability insurance naming us as an additional insured with coverages and amounts acceptable to us. To the extent not expressly prohibited by applicable law, you will reimburse and defend us, including each Assignee for and against any losses, injuries, damages, liabilities, expenses, claims or legal proceedings asserted against or incurred by us, including any Assignee, relating to the Equipment and which relate to or arise out of your act or omission or the act or omission of your agents or employees or others (excluding us) with access to the Equipment. The terms of this paragraph will continue after the termination, cancellation or expiration of this Agreement.

6. Taxes: You agree to pay when due, either directly or as reimbursement to us, all taxes (i.e., sales, use and personal property) and charges in connection with ownership and use of the Equipment. We may charge you a processing fee for administering property tax filings. To the extent not expressly prohibited by applicable law, you will indemnify us on an after-tax basis, on demand, against the loss or unavailability of any of our anticipated equipment ownership tax benefits caused by your act or omission.

7. Default remedies: You are in default under this Agreement if: a) you fail to pay a Payment or any other amount when due; or b) you breach any other obligation under this Agreement or any other agreement with us; or c) your principal owner or any guarantor of this Agreement dies; d) you or any guarantor dissolves, ceases to do business as a going concern, becomes insolvent, bankrupt, merges, or is sold; or e) You or any guarantor fails to pay any other material obligation owed to us or any of our affiliates. Upon default, we may: a) declare the entire balance of unpaid Payments for the full Term immediately due and payable; b) sue you for and receive the total amount due plus the Equipment's anticipated end-of-Term fair market value ("FMV") or fixed price purchase option (the "Residual") Agreement #2210091149

Short Form Lease Agreement No. 2210091149

with future Payments and Residual discounted to the date of default at the lesser of (i) a per annum interest rate equivalent to that of a U.S. Treasury constant maturity obligation (as reported by the U.S. Treasury Department) that would have a repayment term equal to the remaining Term, all as reasonably determined by us; or (ii) 3% per annum, but only to the extent permitted by law; c) charge you interest on all monies due at the rate of 18% per year from the date of default until paid; and/or d) require you to immediately return the Equipment to us or we may peaceably repossess it. Upon default, you will also pay all expenses including but not limited to reasonable attorneys fees, legal costs, cost of storage and shipping incurred by us in the enforcement and attempted enforcement of any remedies under this Agreement. Any return or repossession will not be considered an Agreement termination or cancellation. If the Equipment is returned or repossessed we may sell or re-rent the Equipment at terms we determine, at one or more public or private sales, with or without notice to you, and apply the net proceeds (after deducting any related expenses) to your obligations. You remain liable for any deficiency with any excess being retained by us.

8. End of term: You will give us at least 90 days but not more than 180 days written notice (to our address above) before the initial Term (or any renewal term) expiration of your intention to purchase or return the Equipment, whereupon you may: a) purchase all, but not less than all, of the Equipment as indicated above or b) return all of the Equipment in good working condition at your cost how, when and where we direct. Any FMV purchase option amount will be determined by us based on the Equipment's in place value. If you don't notify us, or if you don't a) purchase or b) return the Equipment as provided herein, this Agreement will automatically renew at the same Payment amount for consecutive 60-day periods. If any Software license ("License") included hereunder passes title to you, such title shall automatically, and without further action, hereby vest in us, and you hereby agree to relinquish any subsequent Software title, purchase or use right claim. If, in connection with our Software rights, licensor's consent is required, you will assist us in obtaining such consent. If the \$1.00 Buyout is selected above, the first three sentences of this section 8 shall be void and upon expiration of the Term, you shall pay all amounts owed by you hereunder but unpaid as of such date plus \$1.00 (and any applicable taxes). Any purchase of the Equipment by you pursuant to a purchase option or \$1.00 Buyout shall be "AS IS, WHERE IS" without representation or warranty of any kind from us.

9. Miscellaneous: You acknowledge we have given you the Equipment supplier's name. We hereby notify you that you may have rights under the supplier's contract and may contact the supplier for a description of these rights. This Agreement shall be governed and construed in accordance with the laws of Michigan. You agree (i) to waive any and all rights and remedies granted to you under Uniform Commercial Code Sections 2A-508 through 2A-522, and (ii) that the Equipment will only be used for business purposes and not for personal, family or household use. This Agreement may be executed in counterparts and any facsimile, photographic or other electronic transmission and/or electronic signing of this Agreement by you and when manually countersigned by us or attached to our original signature counterpart and/or in our possession shall constitute the sole original chattel paper as defined in the UCC for all purposes and will be admissible as legal evidence thereof. No security interest in this Agreement can be perfected by possession of any counterpart other than the counterpart bearing our original signature. You agree not to raise as a defense to the enforcement of this Agreement or any related documents hereto the fact that such documents were executed by electronic means. We may inspect the Equipment during the Term. No failure to act shall be deemed a waiver of any rights hereunder. If you fail to pay (within thirty days of invoice date) any freight, sales tax or other amounts related to the Equipment which are not financed hereunder and are billed directly by us to you, such amounts shall be added to the Payments set forth above (plus interest or additional charges thereon) and you authorize us to adjust such Payments accordingly. If you are required to report the components of your payment obligations hereunder to certain state and/or federal agencies or public health coverage programs such as Medicare, Medicaid, SCHIP or others, and such amounts are not adequately disclosed in any attachment hereto, then Stryker Sales Corporation will, upon your written request, provide you with a detailed outline of the components of your payments which may include equipment, software, service and other related components. You acknowledge that you have not received any tax or accounting advice from us. You agree that you shall upon request from us, promptly provide to us a copy of your most recent annual financial statements and any of your other financial information (including interim financial statements) that we may request. You authorize us to share such information with our affiliates, subsidiaries and Assignees. **This Agreement, any schedules hereto, any attachments to this Agreement or any schedules and any express warranties made by Stryker Sales Corporation constitute the entire agreement between the parties hereto regarding the Equipment and its use and possession and supersede all prior agreements and discussions regarding the Equipment and any prior course of conduct. You waive all rights to any indirect, punitive, special or consequential damages in connection with the Equipment or this Agreement. There are no agreements, oral or written, between the parties which are contrary to the terms of this Agreement and such other documents. YOU AGREE THAT THIS IS A NON-CANCELLABLE AGREEMENT AND WAIVE TRIAL BY JURY.**

I CERTIFY THAT I AM AUTHORIZED TO SIGN THIS AGREEMENT FOR CUSTOMER

Customer signature	
Signature:	Date:
Print name:	
Title:	

Accepted by Flex Financial, a division of Stryker Sales Corporation	
Signature:	Date:
Print name:	
Title:	

**Exhibit A to Short Form Lease Agreement Number 2210091149
Description of equipment**

Customer name: Town of New Gloucester

Delivery address: 611 LEWISTON RD, NEW GLOUCESTER, Maine 04260

Part I - Equipment/Service Coverage (if applicable)

<u>Model number</u>	<u>Equipment description</u>	<u>Quantity</u>
99576-000063	LUCAS 3,v3.1 Chest Compression System INCLUDES PATIENT STRAPS(1) STABILIZATION STRAP(2) INSTRUCTIONS FOR USE WITH EACH DEVICE.	1
11576-000060	LUCAS Desk-Top Battery Charger	1
11576-000071	LUCAS External Power Supply	1
11576-000080	LUCAS 3 Battery - Dark Grey - Rechargeable LiPo	1
11576-000047	LUCAS Disposable Suction Cup (12 pack)	1

Service coverage:

<u>Model number</u>	<u>Service coverage description</u>	<u>Quantity</u>	<u>Years</u>
78000019	Protect (Depot) w/Onsite PM for LUCAS 3, v3.1 Chest Compression System INCLUDES HARD SHELL CASE, SLIM BACK PLATE, TWO (2) PATIENT STRAPS, (1) STABILIZATION STRAP, (2) SUCTION CUPS, (1) RECHARGEABLE BATTERY, AND INSTRUCTIONS FOR USE WITH EACH DEVICE.	1	4.0

Customer signature	
Signature:	Date:
Print name:	
Title:	

Accepted by Flex Financial, a division of Stryker Sales Corp.	
Signature:	Date:
Print name:	
Title:	

Insurance Authorization and Verification



Date: September 18, 2019

Short Form Lease Agreement Number 2210091149

To: Town of New Gloucester ("Customer")
611 LEWISTON RD
NEW GLOUCESTER, Maine 04260

From: Flex Financial, a division of Stryker Sales Corporation ("Creditor")
1901 Romence Road Parkway
Portage, MI 49002

TO THE CUSTOMER: In connection with one or more financing arrangements, Creditor may require proof in the form of this document, executed by both Customer* and Customer's agent, that Customer's insurable interest in the financed property (the "Property") meets the requirements as follows, with coverage including, but not limited to, fire, extended coverage, vandalism, and theft:

Creditor, and its successors and assigns shall be covered as both **ADDITIONAL INSURED** and **LENDER'S LOSS PAYEE** with regard to all equipment financed or acquired for use by policy holder through or from Creditor.

Customer must carry **GENERAL LIABILITY** (and/or, for vehicles, Automobile Liability) in the amount of **no less than \$1,000,000.00** (one million dollars).

Customer must carry **PROPERTY** Insurance (or, for vehicles, Physical Damage Insurance) in an amount **no less than the 'Insurable Value' \$14,713.08** with deductibles **no more than \$10,000.00**.

*PLEASE PROVIDE THE INSURANCE AGENTS INFORMATION REQUESTED BELOW & SIGN WHERE INDICATED

By signing, Customer authorizes the Agent named below: 1) to complete and return this form as indicated; and 2) to endorse the policy and subsequent renewals to reflect the required coverage as outlined above.

<p>Insurance agency: <input style="width: 100%; height: 20px;" type="text"/></p> <p>Agent name: <input style="width: 100%; height: 20px;" type="text"/></p> <p>Address: <input style="width: 100%; height: 20px;" type="text"/></p> <p>Phone/fax: <input style="width: 100%; height: 20px;" type="text"/></p> <p>Email address: <input style="width: 100%; height: 20px;" type="text"/></p>	<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td colspan="2" style="text-align: center;">Town of New Gloucester</td> </tr> <tr> <td style="width: 80%;">Signature: <input style="width: 95%; height: 20px;" type="text"/></td> <td style="width: 20%;">Date: <input style="width: 95%; height: 20px;" type="text"/></td> </tr> <tr> <td colspan="2">Print name: <input style="width: 100%; height: 20px;" type="text"/></td> </tr> <tr> <td colspan="2">Title: <input style="width: 100%; height: 20px;" type="text"/></td> </tr> </table>	Town of New Gloucester		Signature: <input style="width: 95%; height: 20px;" type="text"/>	Date: <input style="width: 95%; height: 20px;" type="text"/>	Print name: <input style="width: 100%; height: 20px;" type="text"/>		Title: <input style="width: 100%; height: 20px;" type="text"/>	
Town of New Gloucester									
Signature: <input style="width: 95%; height: 20px;" type="text"/>	Date: <input style="width: 95%; height: 20px;" type="text"/>								
Print name: <input style="width: 100%; height: 20px;" type="text"/>									
Title: <input style="width: 100%; height: 20px;" type="text"/>									

*Customer: Creditor will fax the executed form to your insurance agency for endorsement. In Lieu of agent endorsement, Customer's agency may submit insurance certificates demonstrating compliance with all requirements. If fully executed form (or Customer-executed form plus certificates) is not provided within 15 days, we have the right but not the obligation to obtain such insurance at your expense. Should you have any questions please contact Michelle Warren at 269-389-1909.

TO THE AGENT: In lieu of providing a certificate, please execute this form in the space below and promptly fax it to Creditor at 877-204-1332 . This fully endorsed form shall serve as proof that Customer's insurance meets the above requirements.

Agent hereby verifies that the above requirements have been met in regard to the Property listed below.

Agent signature	
Signature: <input style="width: 95%; height: 20px;" type="text"/>	Date: <input style="width: 95%; height: 20px;" type="text"/>
Print name: <input style="width: 100%; height: 20px;" type="text"/>	
Title: <input style="width: 100%; height: 20px;" type="text"/>	
Carrier name: <input style="width: 100%; height: 20px;" type="text"/>	
Carrier policy number : <input style="width: 100%; height: 20px;" type="text"/>	
Policy expiration date: <input style="width: 100%; height: 20px;" type="text"/>	

Insurable value: \$14,713.08

ATTACHED: PROPERTY DESCRIPTION FOR Short Form Lease Agreement Number 2210091149

See Exhibit A to Short Form Lease Agreement Number 2210091149

TOGETHER WITH ALL REPLACEMENTS, PARTS, REPAIRS, ADDITIONS, ACCESSIONS AND ACCESSORIES INCORPORATED THEREIN OR AFFIXED OR ATTACHED THERETO AND ANY AND ALL PROCEEDS OF THE FOREGOING, INCLUDING, WITHOUT LIMITATION, INSURANCE RECOVERIES.

State and Local Government Customer Rider

This State and Local Government Customer Rider (the "Rider") is an addition to and hereby made a part of Short Form Lease Agreement Number 2210091149 (the "Agreement") between Flex Financial, a division of Stryker Sales Corporation ("Owner") and Town of New Gloucester ("Customer") to be executed simultaneously herewith and to which this Rider is attached. Capitalized terms used but not defined in this Rider shall have the respective meanings provided in the Agreement. Owner and Customer agree as follows:

1. Customer represents and warrants to Owner that as of the date of, and throughout the Term of, the Agreement: (a) Customer is a political subdivision of the state or commonwealth in which it is located and is organized and existing under the constitution and laws of such state or commonwealth; (b) Customer has complied, and will comply, fully with all applicable laws, rules, ordinances, and regulations governing open meetings, public bidding and appropriations required in connection with the Agreement, the performance of its obligations under the Agreement and the acquisition and use of the Equipment; (c) The person(s) signing the Agreement and any other documents required to be delivered in connection with the Agreement (collectively, the "Documents") have the authority to do so, are acting with the full authorization of Customer's governing body, and hold the offices indicated below their signatures, each of which are genuine; (d) The Documents are and will remain valid, legal and binding agreements, and are and will remain enforceable against Customer in accordance with their terms; and (e) The Equipment is essential to the immediate performance of a governmental or proprietary function by Customer within the scope of its authority and will be used during the Term of the Agreement only by Customer and only to perform such function. Customer further represents and warrants to Owner that, as of the date each item of Equipment becomes subject to the Agreement and any applicable schedule, it has funds available to pay all Agreement payments payable thereunder until the end of Customer's then current fiscal year, and, in this regard and upon Owner's request, Customer shall deliver in a form acceptable to Owner a resolution enacted by Customer's governing body, authorizing the appropriation of funds for the payment of Customer's obligations under the Agreement during Customer's then current fiscal year.
2. To the extent permitted by applicable law, Customer agrees to take all necessary and timely action during the Agreement Term to obtain and maintain funds appropriations sufficient to satisfy its payment obligations under the Agreement (the "Obligations"), including, without limitation, providing for the Obligations in each budget submitted to obtain applicable appropriations, causing approval of such budget, and exhausting all available reviews and appeals if an appropriation sufficient to satisfy the Obligations is not made.
3. Notwithstanding anything to the contrary provided in the Agreement, if Customer does not appropriate funds sufficient to make all payments due during any fiscal year under the Agreement and Customer does not otherwise have funds available to lawfully pay the Agreement payments (a "Non-Appropriation Event"), and provided Customer is not in default of any of Customer's obligations under such Agreement as of the effective date of such termination, Customer may terminate such Agreement effective as of the end of Customer's last funded fiscal year ("Termination Date") without liability for future monthly charges or the early termination charge under such Agreement, if any, by giving at least 60 days' prior written notice of termination ("Termination Notice") to Owner.
4. If Customer terminates the Agreement prior to the expiration of the end of the Agreement's initial (primary) term, or any extension or renewal thereof, as permitted under Section 3 above, Customer shall (i) on or before the Termination Date, at its expense, pack and insure the related Equipment and send it freight prepaid to a location designated by Owner in the contiguous 48 states of the United States and all Equipment upon its return to Owner shall be in the same condition and appearance as when delivered to Customer, excepting only reasonable wear and tear from proper use and all such Equipment shall be eligible for manufacturer's maintenance, (ii) provide in the Termination Notice a certification of a responsible official that a Non-Appropriation Event has occurred, (iii) deliver to Owner, upon request by Owner, an opinion of Customer's counsel (addressed to Owner) verifying that the Non-Appropriation Event as set forth in the Termination Notice has occurred, and (iv) pay Owner all sums payable to Owner under the Agreement up to and including the Termination Date.
5. Any provisions in this Rider that are in conflict with any applicable statute, law or rule shall be deemed omitted, modified or altered to the extent required to conform thereto, but the remaining provisions hereof shall remain enforceable as written.

Customer signature	
Signature:	Date:
Print name:	
Title:	

Accepted by Flex Financial, a division of Stryker Sales Corp.	
Signature:	Date:
Print name:	
Title:	



Convenience Payment Authorization Flex Financial

Customer name:	Town of New Gloucester
Agreement number:	2210091149
Customer address:	385 INTERVALE RD NEW GLOUCESTER, Maine 04260

Please provide the following information and attach a voided check to this authorization.

Account number:	
Name on bank account:	
Bank routing number:	
Customer contact name:	
Contact phone number:	
Contact fax number:	

Terms and Conditions

1. Flex Financial, a division of Stryker Sales Corporation and each of its assignees ("Flex Financial") is authorized to debit my above account for all payments, fees, expenses, taxes, and other charges owing in connection with the above referenced Agreement and all renewals or extensions thereof (the "Agreement"). Flex Financial will debit this account as and when such amounts are due and owing under the Agreement.
2. This Authorization will remain in full force and effect until all obligations under the Agreement have been fulfilled or until you provide us with written notice of your intent to cancel this Authorization and we have a reasonable time to act on such notice. If you cancel this Authorization, you must make your payments directly. If you desire to change the account from which payments are made, you must timely notify Flex Financial and execute a new Authorization.
3. You represent that the designated account is used primarily for business and commercial purposes. You should immediately notify Flex Financial of any automatic payment error.

Customer by its execution of this Authorization accepts the foregoing terms, conditions and instructions.

Executed as of _____.

Print name: _____

Signature: _____

09/17/2019

TOWN OF NEW GLOUCESTER
385 INTERVALE RD
NEW GLOUCESTER, Maine 04260

Equipment: See proposal for detailed equipment descriptions and pricing.

Finance structure: Step Payments

\$1 out end of term option: Purchase the equipment for \$1.00

Payment terms:

\$1 OUT	25 months
Proposal total	\$16,997.88
1 annual payment(s) @	\$5,000.00
Followed by:	2 annual payments @
Total payment	\$5,998.94

Payments are exclusive of all applicable taxes and freight unless otherwise noted.

Contract commencement: Upon delivery, installation and acceptance

First payment due: Net 30

Payment adjustment: The payments quoted herein were calculated based, in part, on an interest rate equivalent as quoted on the Intercontinental Exchange website, at <https://www.theice.com/marketdata/reports/180>, under the USD Rates 1100 Series. Stryker's Flex Financial business reserves the right to adjust the payments prior to contract commencement in order to maintain current economics of this proposed transaction.

Deal consummation: This proposal is subject to final credit, pricing, and documentation approval. Legal documents must be signed before your equipment can be delivered.

Please note that this proposal is subject to change if documents are not signed prior to 9/30/2019.



Lucas

Quote Number: 10049876
 Version: 1
 Prepared For: NEW GLOUCESTER FIRE AND RESCUE
 Attn:

Remit to: P.O. Box 93308
 Chicago, IL 60673-3308
 Rep: Ryan Loshaw
 Email: ryan.loshaw@stryker.com
 Phone Number:

Quote Date: 09/17/2019
 Expiration Date: 12/16/2019

Delivery Address		End User - Shipping - Billing		Bill To Account	
Name:	NEW GLOUCESTER FIRE AND RESCUE	Name:	NEW GLOUCESTER FIRE AND RESCUE	Name:	TOWN OF NEW GLOUCESTER
Account #:	1265061	Account #:	1265061	Account #:	1265047
Address:	611 LEWISTON RD NEW GLOUCESTER Maine 04260	Address:	611 LEWISTON RD NEW GLOUCESTER Maine 04260	Address:	385 INTERVALE RD NEW GLOUCESTER Maine 04260

Equipment Products:

#	Product	Description	Qty	Sell Price	Total
1.0	99576-000063	LUCAS 3, v3.1 Chest Compression System INCLUDES HARD SHELL CASE, SLIM BACK PLATE, TWO (2) PATIENT STRAPS, (1) STABILIZATION STRAP, (2) SUCTION CUPS, (1) RECHARGEABLE BATTERY, AND INSTRUCTIONS FOR USE WITH EACH DEVICE.	1	\$12,466.30	\$12,466.30
2.0	11576-000060	LUCAS Desk-Top Battery Charger	1	\$950.95	\$950.95
3.0	11576-000071	LUCAS External Power Supply	1	\$304.98	\$304.98
4.0	11576-000080	LUCAS 3 Battery - Dark Grey - Rechargeable LiPo	1	\$581.35	\$581.35
5.0	11576-000047	LUCAS Disposable Suction Cup (12 pack)	1	\$409.50	\$409.50
Equipment Total:					\$14,713.08

ProCare Products:

#	Product	Description	Years	Qty	Sell Price	Total
6.1	78000019	Protect (Depot) w/Onsite PM for LUCAS 3, v3.1 Chest Compression System INCLUDES HARD SHELL CASE, SLIM BACK PLATE, TWO (2) PATIENT STRAPS, (1) STABILIZATION STRAP, (2) SUCTION CUPS, (1) RECHARGEABLE BATTERY, AND INSTRUCTIONS FOR USE WITH EACH DEVICE.	4	1	\$2,284.80	\$2,284.80
ProCare Total:						\$2,284.80

Price Totals:

Grand Total: \$16,997.88



Lucas

Quote Number: 10049876

Version: 1

Prepared For: NEW GLOUCESTER FIRE AND RESCUE
Attn:

Remit to: P.O. Box 93308

Chicago, IL 60673-3308

Rep: Ryan Loshaw

Email: ryan.loshaw@stryker.com

Phone Number:

Quote Date: 09/17/2019

Expiration Date: 12/16/2019

Prices: In effect for 60 days.

Terms: Net 30 Days

Ask your Stryker Sales Rep about our flexible financing options.

AUTHORIZED CUSTOMER SIGNATURE

PENDING APPROVAL

PROCARESM PRODUCT SERVICE PLAN AGREEMENT and TERMS AND CONDITIONS

This document sets forth the entire Product Service Plan Agreement ("Agreement") between **Stryker Medical (a division of Stryker Corporation)**, herein and after referred to as "**Stryker**", and _____, herein and after referred to as the "**Customer**." This is the entire Agreement and no other oral modifications are valid. This Agreement shall remain in effect unless canceled or modified by either party according to the following terms and conditions.

1. SERVICE COVERAGE AND TERM

Stryker shall provide to Customer the services (the "Services") as defined on Page 1 of the Stryker Quote as the equipment *ProCare Program* (hereinafter each, a "Service Plan"). The equipment covered under said Service Plan is set forth on Exhibit A to the Quote (the "Equipment"). The Services and Service Plan are ancillary to and not a complete substitute for the requirements of Customer to adhere to the routine maintenance instructions provided by Stryker, its equipment and operations manuals, and accompanying labels and/or inserts for the Equipment. Customer covenants and agrees that its personnel will follow the instructions and contents of those manuals, labels and inserts. When Equipment or a component is replaced, the item provided in replacement will be the Customer's property (if Customer owns the Equipment) and the replaced item will be Stryker's property. Stryker may elect to use new or used parts related to the Services in its sole discretion. The Service Plan coverage, term, start date, and price of the Services appear on the Service Plan.

2. EQUIPMENT SCHEDULE CHANGES

During the term of the Agreement and upon each party's written consent, additional Equipment may be included in the Exhibit A. All additions are subject to the terms and conditions contained herein. Stryker shall adjust the charges and modify Exhibit A to reflect the additions.

3. INSPECTION SCHEDULING

Service inspections will be scheduled in advance at a mutually agreed upon time for such period of time as is reasonably necessary to complete the Services. Equipment not made available at the specified time will be serviced at the next scheduled service inspection unless specific arrangements are made with Stryker. Such arrangements will include travel and other special charges at Stryker's then current rates.

4. INSPECTION ACTIVITY

On each scheduled service inspection, Stryker's Service Representative will inspect each available item of Equipment as required in accordance with Stryker's then current Maintenance procedures for said Equipment. If there is any discrepancy or questions on the number of inspections, price, or Equipment, Stryker may amend this Agreement.

5. CUSTOMER OBLIGATIONS

Customer shall use commercially reasonable efforts to cooperate with Stryker in connection with Stryker's performance of the Services. Customer understands and acknowledges that Stryker employees will not provide surgical or medical advice, will not practice surgery or medicine, will not come in physical contact with the patient, will not enter the "sterile field" at any time, and will not direct equipment or instruments that come in contact with the patient during surgery. Customer's personnel will refrain from requesting Stryker employees to take any actions in violation of these requirements or in violation of applicable laws, rules or regulations, Customer policies, or the patient's informed consent. A refusal by Stryker employees to engage in such activities shall not be a breach of this Agreement. Customer consents to the presence of Stryker employees in its operating rooms, where applicable, in order for Stryker to provide Services under this Agreement and represents that it will obtain all necessary consents from patients.

6. SERVICE INVOICING

Invoices will be sent on the agreed payment method. All prices are exclusive of state and local use, sales or similar taxes. In states assessing upfront sales and use tax, Customer's payments will be adjusted to include all applicable sales and use tax amortized over the Service Plan term using a rate that preserves for Stryker, its affiliates and /or assigns, the intended economic yield for the transaction described in this Agreement. All invoices issued under this Agreement are to be paid within thirty (30) days of the date of the invoice. Failure to comply with Net 30 Day terms will constitute breach of contract and future Service will only be made on a prepaid or COD basis, or until the previous obligation is satisfied, or both. Stryker reserves the right, with

no liability to Stryker, to cancel any contract on the basis of payment default for any previous equipment or service provided by Stryker or any of its affiliates.

7. PRICE CHANGES

The Service prices specified herein are those in effect as of the date of acceptance of this Agreement and will continue in effect throughout the term of the Service Plan.

8. INITIAL INSPECTION

This Agreement shall be applicable only to such Equipment as listed in Exhibit A, which has been determined by a Stryker's Representative to be in good operating condition upon his/her initial inspection thereof.

9. OPERATION MAINTENANCE

Stryker's Services are ancillary to and not a complete substitute for the requirements of Customer to adhere to the routine maintenance instructions provided by Stryker, its Equipment and operations manuals, and accompanying labels and/or inserts for each item of Equipment. Customer's appropriate user personnel should be entirely familiar with the instructions and contents of those manuals, labels and inserts and implement them accordingly.

10. SERVICE PLAN WARRANTY AND LIMITATIONS

Stryker represents and warrants that the Services shall be performed in a workmanlike manner and with professional diligence and skill. Services will comply with all applicable laws and regulations. During the term of the Service Plan, Stryker will maintain the Equipment in good working condition. Notwithstanding any other provision of this Agreement, the Service Plan does not include repairs or other services made necessary by or related to, the following: (1) abnormal wear or damage caused by misuse or by failure to perform normal and routine maintenance as set out in the Stryker maintenance manual or operating instructions. (2) accidents (3) catastrophe (4) acts of god (5) any malfunction resulting from faulty maintenance, improper repair, damage and/or alteration by non-Stryker authorized personnel (6) Equipment on which any original serial numbers or other identification marks have been removed or destroyed; or (7) Equipment that has been repaired with any unauthorized or non-Stryker components. In addition, in order to ensure safe operation of the Equipment, only Stryker accessories should be used. Stryker reserves the right to invalidate the Service Plan if Equipment is used with accessories not manufactured by Stryker.

TO THE FULLEST EXTENT PERMITTED BY LAW, THE EXPRESS WARRANTIES SET FORTH IN THIS SECTION ARE THE ONLY WARRANTIES APPLICABLE TO THE SERVICES AND ARE EXPRESSLY IN LIEU OF ANY OTHER WARRANTY BY STRYKER, EXPRESSED OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, ANY IMPLIED WARRANTY OF MERCHANTABILITY, NONINFRINGEMENT OR FITNESS FOR A PARTICULAR PURPOSE.

11. WAIVER EXCLUSIONS

No failure to exercise and no delay by Stryker in exercising any right, power or privilege hereunder shall operate as a waiver thereof. No waiver of any breach of any provision by Stryker shall be deemed to be a waiver by Stryker of any preceding or succeeding breach of the same or any other provision. No extension of time by Stryker for performance of any obligations or other acts hereunder or under any other Agreement shall be deemed to be an extension of time for performances of any other obligations or any other acts by Stryker.

12. LIMITATION OF LIABILITY

EXCEPT FOR THIRD PARTY DAMAGES RELATED TO STRYKER'S INDEMNITY OBLIGATIONS UNDER SECTION 13, STRYKER'S LIABILITY ARISING UNDER THIS AGREEMENT WILL NOT EXCEED THE AMOUNT OF SERVICE FEES PAID DURING THE TWELVE (12) MONTH PERIOD IMMEDIATELY PRECEDING THE DATE THE CLAIM AROSE. IN NO INSTANCE WILL STRYKER BE LIABLE TO CUSTOMER FOR INCIDENTAL, PUNITIVE, SPECIAL, COVER, EXEMPLARY, MULTIPLIED OR CONSEQUENTIAL DAMAGES OR ATTORNEYS' FEES OR COSTS FOR ANY ACTIONS UNDER OR RELATED TO THIS AGREEMENT.

13. INDEMNIFICATION

Stryker shall indemnify and hold harmless Customer from any loss or damage brought by a third party which Customer may suffer directly as a result of the gross negligence or willful misconduct of Stryker or its employees or agents in the course of providing Services. The foregoing indemnification will not apply to any liability arising from: (i) an injury or damage due to the negligence of any person other than Stryker's employee or agent; (ii) the failure of any person other than Stryker's employee or agent to follow any instructions outlined in the labeling, manual, and/or instructions for use of the Equipment; (iii) the use of any equipment or part not purchased from Stryker or any equipment or any part thereof that has been modified, altered or repaired by any person other than Stryker's employee or agent; or (iv) any actions taken or omissions made by any Stryker employee while under the direction or control of Customer's staff. Customer agrees to hold Stryker harmless from and indemnify Stryker for any claims or losses or injuries arising from (i)-(iv) above resulting from Customer's or its employees' or

agents' actions.

14. TERM AND TERMINATION

The Agreement shall commence on the date indicated on the first Service Plan entered into between the parties and shall continue until Stryker ceases to provide Services or the Agreement is canceled by either party by giving a ninety (90) days prior written notice of any such cancellation to the other party. If this Agreement is canceled during or before the expiration date of the Agreement, Customer will owe for the months covered up to the cancellation date of the Agreement and for any parts, labor, and travel charges, required to maintain Equipment, exceeding that already paid during the Agreement.

15. FORCE MAJEURE

Except for Customer's payment obligations, which may only be delayed and not excused entirely, neither party to this Agreement will be liable for any delay or failure of performance that is the result of any happening or event that could not reasonably have been avoided or that is otherwise beyond its control, provided that the party hindered or delayed immediately notifies the other party describing the circumstances causing delay. Such happenings or events will include, but not be limited to, terrorism, acts of war, riots, civil disorder, rebellions, fire, flood, earthquake, explosion, action of the elements, acts of God, inability to obtain or shortage of material, equipment or transportation, governmental orders, restrictions, priorities or rationing, accidents and strikes, lockouts or other labor trouble or shortage.

16. INSURANCE REQUIREMENTS

Stryker shall maintain the following insurance coverage during the term of the Agreement: (i) commercial general liability coverage, including coverage for products and completed operations liability, with minimum limits of \$1,000,000.00 per occurrence and \$2,000,000.00 annual aggregate applying to bodily injury, personal injury, and property damage; (ii) automobile liability insurance with combined single limits of \$1,000,000.00 for owned, hired, and non-owned vehicles; and (iii) worker's compensation insurance as required by applicable law. At Customer's written request, certificates of insurance shall be provided by Stryker prior to commencement of the Services at any premises owned or operated by Customer. To the extent permitted by applicable laws and regulations, Stryker shall be permitted to meet the above requirements through a program of self-insurance.

17. WARRANTY OF NON-EXCLUSION

Each party represents and warrants that as of the Effective Date, neither it nor any of its employees, are or have been excluded, terminated, suspended, or debarred from a federal or state health care program or from participation in any federal or state procurement or non-procurement programs. Each party further represents that no final adverse action by the federal or state government has occurred or is pending or threatened against the party, its affiliates, or, to its knowledge, against any employee, Stryker, or agent engaged to provide Services under this Agreement. Each party also represents that if during the term of this Agreement it, or any of its employees becomes so excluded, terminated, suspended, or debarred from a federal or state health care program or from participation in any federal or state procurement or non-procurement programs, such will promptly notify the other party. Each party retains the right to terminate or modify this Agreement in the event of the other party's exclusion from a federal or state health care program.

18. COMPLIANCE

Stryker, as supplier, hereby informs Customer, as buyer, of Customer's obligation to make all reports and disclosures required by law or contract, including without limitation properly reporting and appropriately reflecting actual prices paid for each item supplied hereunder net of any discount (including rebates and credits, if any) applicable to such item on Customer's Medicare cost reports, and as otherwise required under the Federal Medicare and Medicaid Anti-Kickback Statute and the regulations thereunder (42 CFR Part 1001.952(h)). Pricing under this Agreement (and each Service Plan) may constitute discounts on the purchase of Services. Customer represents that (i) it shall make all required cost reports, and (ii) it has the corporate power and authority to make or cause such cost reports to be made. To the extent required by law, Customer and Stryker agree to comply with the Omnibus Reconciliation Act of 1980 (P.L. 96Z499) and its implementing regulations (42 CFR, Part 420). To the extent applicable to the activities of Stryker hereunder, Stryker further specifically agrees that until the expiration of four (4) years after furnishing Services pursuant to this Agreement, Stryker shall make available, upon written request of the Secretary of the Department of Health and Human Services, or upon request of the Comptroller General, or any of their duly authorized representatives, this Agreement and the books, documents and records of Stryker that are necessary to verify the nature and extent of the costs charged to Customer hereunder. Stryker further agrees that if Stryker carries out any of the duties of this Agreement through a subcontract with a value or cost of ten thousand dollars (\$10,000) or more over a twelve (12) month period, with a related organization, such subcontract shall contain a clause to the effect that until the expiration of four (4) years after the furnishing of such services pursuant to such subcontract, the related organization shall make available, upon written request to the Secretary, or upon request to the Comptroller General, or any of their duly authorized representatives the

subcontract, and books and documents and records of such organization that are necessary to verify the nature and extent of such costs.

19. CONFIDENTIALITY

The parties hereto shall hold in confidence this Agreement and the terms and conditions contained herein (including Services Plan pricing) and any information and materials which are related to the business of the other or are designated as proprietary or confidential, herein or otherwise, or which a reasonable person would consider to be proprietary or confidential information; and (b) hereby covenant that they shall not disclose such information to any third party without prior written authorization of the one to whom such information relates. The rights and remedies available to a party hereunder shall not limit or preclude any other available equitable or legal remedies.

20. HIPAA

Stryker is not a "business associate" of Customer, as the term "business associate" is defined by HIPAA (the Health Insurance Portability and Accountability Act of 1996 and 45 C.F.R. parts 142 and 160-164, as amended). To the extent the parties mutually agree that Stryker becomes a business associate of Customer, the parties agree to negotiate to amend the Service Plan or this Agreement as necessary to comply with HIPAA, and if an agreement cannot be reached the applicable Service Plan will immediately terminate. All medical information and/or data concerning specific patients (including, but not limited to, the identity of the patients), derived incidentally during the course of this Agreement, shall be treated by both parties as confidential, and shall not be released, disclosed, or published to any party other than as required or permitted under applicable laws. Notwithstanding the foregoing, Stryker may be considered a "business associate" of Customers related to any Service Plan for wireless products and/or other designated business associate services. If Stryker is considered a "business associate" of Customer, Stryker will agree to enter into a business associate agreement with Customer as required by HIPAA.

21. MISCELLANEOUS

Neither party may assign or transfer their rights and/or benefits under this Agreement without the prior written consent of the other party, except that Stryker shall have the right to assign this Agreement or any rights under or interests in this Agreement to any parent, subsidiary or affiliate of Stryker. All of the terms and provisions of this Agreement shall be binding upon, shall inure to the benefit of, and be enforceable by permitted successors and assigns of the parties to this Agreement. This Agreement shall be construed and interpreted in accordance with the laws of the State of Michigan. The invalidity, in whole or in part, of any of the foregoing paragraphs, where determined to be illegal, invalid, or unenforceable by a court or authority of competent jurisdiction, will not affect or impair the enforceability of the remainder of the Agreement. This Agreement constitutes the entire agreement between the parties concerning the subject matter of this Agreement and supersedes all prior negotiations and agreements between the parties concerning the subject matter of this Agreement. In the event of an inconsistency or conflict between this Agreement and any purchase order, invoice, or similar document, this Agreement will control. Any inconsistency or conflict between the terms of this Agreement and a Service Plan shall be resolved in favor of the Service Plan. The sections entitled Limitation of Liability, Indemnification, Compliance, Confidentiality and Miscellaneous of this Agreement shall survive its termination or expiration.

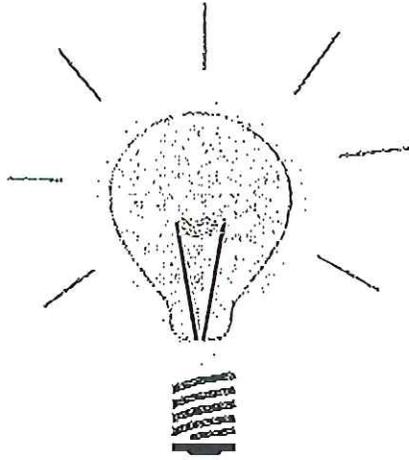
Deal Consummation: This is a quote and not a commitment. This quote is subject to final credit, pricing, and documentation approval. Legal documentation must be signed before your equipment can be delivered. Documentation will be provided upon completion of our review process and your selection of a payment schedule.

Confidentiality Notice: Recipient will not disclose to any third party the terms of this quote or any other information, including any pricing or discounts, offered to be provided by Stryker to Recipient in connection with this quote, without Stryker's prior written approval, except as may be requested by law or by lawful order of any applicable government agency.

Terms: Net 30 days. FOB origin. A copy of Stryker Medical's standard terms and conditions can be obtained by calling Stryker Medical's Customer Service at 1-800-Stryker.

In the event of any conflict between Stryker Medical's Standard Terms and Conditions and any other terms and conditions, as may be included in any purchase order or purchase contract, Stryker's terms and conditions shall govern.

Cancellation and Return Policy: In the event of damaged or defective shipments, please notify Stryker within 30 days and we will remedy the situation. Cancellation of orders must be received 30 days prior to the agreed upon delivery date. If the order is cancelled within the 30 day window, a fee of 25% of the total purchase order price and return shipping charges will apply.



ITEM
4.41

CENTRAL MAINE POWER COMPANY

Line Clerks New Service

205 Center Rd
Fairfield, ME 04937
Fax: (207) 629-4752

Date: 10-3-19

To: New Gloucester

Fax #: 926-4136

Sender: Amta

Pole permit

You should receive 5 page(s), including this cover sheet. If you do not receive all the pages, please call the sender.



CENTRAL MAINE
POWER

Pole Permit Request

CHECK REQUEST:

Date: 9/20/19

Check Payable to:

Town of New Gloucester
Billed after receipt
PO# 4700312161

Permit documents to be
attached with payment.

RE: Notification #

10300605938

City/Town Representative:

Enclosed please find a pole permit application and required payment; please fax or email signed pole permit to:

lineclerknewservice@cmpco.com

Fax: 629-4752

Form 4501

Notification: 10300505930

Work Order: 801000257346

CENTRAL MAINE POWER COMPANY
APPLICATION FOR POLE LOCATION OR UNDERGROUND LOCATION

In the City/Town of: New Gloucester, Maine

To the: City
 Town
 County of: Cumberland, Maine

- Central Maine Power hereby applies for permission to:
 - Construct and maintain poles together with attached facilities and appurtenances upon, along or across certain streets and highways in said City/Town as described below.
 - Construct and maintain buried cables, conduits, manholes and handholes, together with wire and cables, transformers, cutouts, and other equipment therein, under, along, and across certain streets and highways in said City/Town as described below.

Central Maine Power Company and Pine Tree Telephone LLC jointly apply for permission to construct and maintain poles together with attached facilities and appurtenances upon, along or across certain streets and highways in said City/Town as described below.

1. Starting Point: Trout Run Lane
2. Road (State & CMP): Mayall Road
3. Direction: South
4. Distance: 712' feet
5. Number of Poles: 1

dpl
10-3-19
TS
10-3-19

- Overhead wires shall have a minimum clearance of 18 feet over the public highway and be constructed to conform with the requirements of the National Electric Safety Code.
- Buried cable facilities shall be placed at a minimum depth of 36 inches under pavement and 30 inches elsewhere and be constructed to conform with the requirements of the National Electric Safety Code.

Any person, firm, or corporation to be adversely affected by this proposed location shall file a written objection with the State Department of Transportation, City, Town or County stating the cause of said objection within fourteen (14) days after the publication of this notice or ninety (90) days after installation of facilities without publication.

Public Notice of this application has been given by publishing the text of the same Not Published

In: _____
On: _____

CENTRAL MAINE POWER COMPANY

Pine Tree Telephone LLC

By: Ben Simmons Date: Sep 23, 2019 By: Jim Knight Date: Sept. 26, 2019
Ben Simmons *Jim Knight*

Form 4502

Notification: 10300805938

CENTRAL MAINE POWER COMPANY

Work Order: 801000257346

SKETCH TO ACCOMPANY APPLICATION FOR POLE OR UNDERGROUND LOCATIONS

Page of

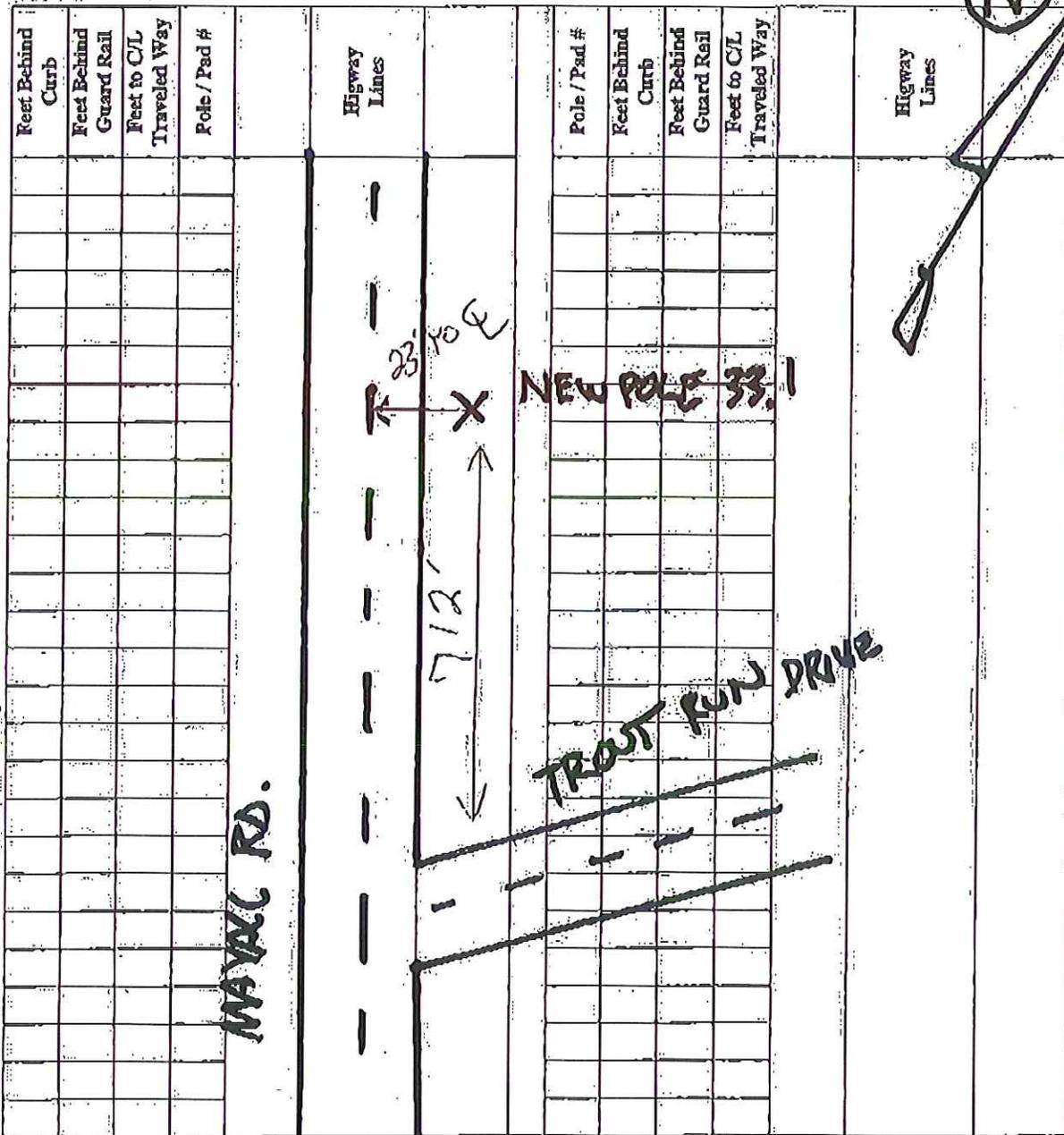
City / Town: New Gloucester

Date: Sep 23, 2019

Street: Mayall Road

By: Ben Simmons

Facilities to consist of wood poles and appurtenances with a minimum clearance of wire and cables not less than 21 feet over the public highway, and/or underground facilities to consist of buried cables, conduits, transformers and manholes for operation at 7200 volts to ground single phase. Construction to be suitable for future operation at a voltage not to exceed 22KV to ground single phase. Right-of-way limits indicated are based on the best field information available. Poles/ Pads are staked. For further information call: Ben Simmons at Central Maine Power Company tel: 2076294530 . Pole/Pad spans shown are approximate.



Form 4503

Notification: 10300805938

Work Order: 801000267346

LOCATION PERMIT

Upon the Application of Center Maine Power Company and Pine Tree Telephone LLC dated Sep 23, 2019, asking for permission, in accordance with law, to construct and maintain poles, buried cables, conduits, and transformers, together with attached facilities and appurtenances over, under, along or across certain highways and public roads in the location described in said application, permission is hereby given to construct, reconstruct, maintain and relocate in substantially the same location, said facilities and appurtenances in the City / Town of New Gloucester

approximately located as follows:

- 1. Starting Point: Trout Run Lane
2. Road (State & CMP): Mayall Road
3. Direction: South
4. Distance: 712' feet
5. Number of Poles: 1

Facilities shall consist of wood poles and appurtenances with a minimum of wire and cable not less than 18 feet over the public highway and/or buried cables or conduit and appurtenances placed a minimum depth of 36 inches under pavement and 30 inches elsewhere, all in a manner conforming to the National Electric Safety Code.

By: _____

By: _____

By: _____

By: _____

By: _____

Municipal Officers

Office of the _____

Received and Recorded in Book _____, Page _____

Attest: _____
Clerk

Municipality	County	Population	Manager/Admin Asst	Deputy Clerk	Planner
			Salary/Rate	Salary/Rate	Salary/Rate
Bar Harbor	Hancock	5148	\$ 111,384.00	\$ 40,518.00	\$ 82,243.00
Bath	Sagadahoc	8307	\$ 116,002.00		\$ 66,310.00
Belfast	Waldo	6516	\$ 113,882.00	\$ 37,794.00	\$ 57,595.00
Bridgton	Cumberland	5222	\$ 98,654.00	\$ 36,421.00	
Bucksport	Hancock	4885	\$ 92,696.00	\$ 43,271.00	
Buxton	York	8366		\$ 37,440.00	
Camden	Knox	4701	\$ 99,819.00		
Caribou	Aroostook	7684	\$ 97,864.00	\$ 40,186.00	
Cumberland	Cumberland	7708	\$ 129,355.00	\$ 61,999.00	\$ 65,622.00
Ellsworth	Hancock	7886	\$ 112,445.00	\$ 35,006.00	\$ 50,003.00
Fairfield	Somerset	6593	\$ 73,455.00		
Freeport	Cumberland	8076			
Gardiner	Kennebec	5703	\$ 80,018.00		
Gray	Cumberland	8131	\$ 100,994.00	\$ 38,563.00	\$ 71,005.00
Hampden	Penobscot	7287	\$ 78,499.00		\$ 71,115.00
Harpswell	Cumberland	4649	\$ 81,349.00		
Hermon	Penobscot	5645	\$ 93,288.00	\$ 36,067.00	
Hollis	York	4512		\$ 28,682.00	
Houlton	Aroostook	5849	\$ 79,997.00	\$ 40,670.00	
Jay	Franklin	4735	\$ 62,005.00	\$ 24,024.00	
Lebanon	York	6414			
Lisbon	Androscoggin	8993	\$ 98,987.00		
Madison	Somerset	4718	\$ 70,429.00	\$ 30,950.00	
New Gloucester	Cumberland	5840	\$ 74,152.00	\$ 46,925.00	\$ 59,030.00
North Berwick	York	4657	\$ 107,848.00		
Norway	Oxford	4989	\$ 75,504.00	\$ 46,114.00	
Oakland	Kennebec	6293	\$ 77,646.00	\$ 32,822.00	
Old Town	Penobscot	7608	\$ 102,170.00	\$ 32,564.00	
Paris	Oxford	5137	\$ 61,006.00	\$ 34,420.00	
Poland	Androscoggin	5426	\$ 87,506.00	\$ 35,568.00	
Raymond	Cumberland	4505	\$ 109,226.00	\$ 39,391.00	
Rockland	Knox	7202	\$ 107,099.00		
Rumford	Oxford	5508	\$ 76,024.00	\$ 31,723.00	
Sabattus	Androscoggin	4895	\$ 83,595.00		
South Berwick	York	7511	\$ 120,000.00	\$ 20,800.00	
Topsham	Sagadahoc	8870	\$ 106,126.00		\$ 75,858.00
Turner	Androscoggin	5814	\$ 69,514.00	\$ 30,160.00	
Waldoboro	Lincoln	4978	\$ 82,594.00		
Waterboro	York	8200	\$ 103,006.00	\$ 44,242.00	
Winslow	Kennebec	7595	\$ 87,360.00		
Winthrop	Kennebec	5947	\$ 93,974.00	\$ 33,592.00	
Average			\$ 92,263.83	\$ 37,052.80	\$ 66,531.22
Total Adjustment (6.75%)			\$ 6,227.81	\$ 2,501.06	\$ 4,490.86
Adusted Average			\$ 98,491.64	\$ 39,553.86	\$ 71,022.08
Range Low			\$ 83,717.90	\$ 31,643.09	\$ 56,817.66
Range High			\$ 113,265.39	\$ 45,486.94	\$ 78,124.29
<i>FY19 New Gloucester</i>			<i>\$ 74,152.00</i>	<i>\$ 46,925.00</i>	<i>\$ 59,030.00</i>

ITEM
4.44

Municipality	Code Enforcement Officer	Finance Director	Director Public Works	Deputy Director Public Works
	Salary/Rate	Salary/Rate	Salary/Rate	Salary/Rate
Bar Harbor	\$ 63,981.00	\$ 99,798.00	\$ 93,704.00	\$ 37.96
Bath	\$ 70,803.00	\$ 103,272.00	\$ 93,642.00	
Belfast	\$ 55,078.00		\$ 74,370.00	\$ 24.61
Bridgton	\$ 57,366.00	\$ 55,702.00	\$ 75,358.00	\$ 23.69
Bucksport	\$ 55,494.00		\$ 66,851.00	
Buxton	\$ 56,534.00		\$ 68,557.00	
Camden				
Caribou	\$ 54,995.00	\$ 73,424.00	\$ 79,269.00	\$ 29.46
Cumberland	\$ 84,891.00	\$ 100,695.00		\$ 29.16
Ellsworth	\$ 63,066.00		\$ 83,637.00	\$ 25.49
Fairfield	\$ 47,866.00		\$ 65,582.00	
Freeport		\$ 105,027.00	\$ 80,600.00	\$ 27.01
Gardiner	\$ 41,600.00	\$ 77,106.00	\$ 64,834.00	\$ 21.13
Gray	\$ 71,061.00	\$ 80,496.00	\$ 77,251.00	
Hampden	\$ 53,082.00		\$ 86,466.00	\$ 29.54
Harpswell	\$ 55,845.00			
Hermon	\$ 37,211.00	\$ 59,538.00		\$ 22.33
Hollis				
Houlton	\$ 52,000.00	\$ 60,008.00	\$ 72,800.00	\$ 23.77
Jay			\$ 55,110.00	
Lebanon	\$ 62,607.00			
Lisbon	\$ 76,378.00	\$ 67,995.00		
Madison				\$ 21.93
New Gloucester	\$ 60,695.00	\$ 64,230.00	\$ 71,219.00	\$ 24.22
North Berwick	\$ 67,038.00			\$ 28.45
Norway	\$ 50,565.00			\$ 24.00
Oakland		\$ 67,759.00	\$ 63,378.00	\$ 21.07
Old Town	\$ 69,098.00	\$ 84,885.00	\$ 87,006.00	\$ 24.13
Paris	\$ 45,365.00		\$ 60,195.00	\$ 15.00
Poland	\$ 57,450.00	\$ 55,744.00	\$ 62,088.00	
Raymond	\$ 60,611.00		\$ 74,090.00	\$ 25.00
Rockland		\$ 80,059.00	\$ 86,029.00	\$ 31.50
Rumford	\$ 42,640.00	\$ 64,667.00	\$ 62,421.00	\$ 22.92
Sabattus		\$ 62,816.00		\$ 24.73
South Berwick	\$ 70,866.00	\$ 69,992.00	\$ 88,816.00	\$ 30.21
Topsham	\$ 62,046.00	\$ 65,582.00	\$ 86,091.00	\$ 22.33
Turner	\$ 41,018.00		\$ 65,312.00	\$ 20.30
Waldoboro	\$ 48,797.00	\$ 54,163.00	\$ 75,130.00	
Waterboro	\$ 62,484.00		\$ 63,627.00	
Winslow	\$ 55,702.00		\$ 70,117.00	\$ 25.59
Winthrop	\$ 51,986.00	\$ 65,998.00	\$ 76,482.00	
Average	\$ 57,764.21	\$ 73,950.38	\$ 74,334.40	\$ 25.21
Total Adjustment (6.75%)	\$ 3,899.08	\$ 4,991.65	\$ 5,017.57	\$ 1.70
Adusted Average	\$ 61,663.30	\$ 78,942.03	\$ 79,351.97	\$ 26.91
Range Low	\$ 49,330.64	\$ 63,153.63	\$ 63,481.58	\$ 21.53
Range High	\$ 67,829.63	\$ 86,836.23	\$ 87,287.17	\$ 29.61
<i>FY19 New Gloucester</i>	<i>\$ 60,695.00</i>	<i>\$ 64,230.00</i>	<i>\$ 71,219.00</i>	<i>\$ 24.22</i>

Municipality	Mechanic	Employee Public Works	Buildings & Grounds	Transfer Station Manager
	Salary/Rate	Salary/Rate	Salary/Rate	Salary/Rate
Bar Harbor		\$ 21.49		\$ 22.34
Bath	\$ 24.17	\$ 20.02	\$ 22.51	
Belfast	\$ 19.39	\$ 18.77	\$ 12.00	\$ 22.37
Bridgton		\$ 18.45	\$ 15.31	\$ 23.11
Bucksport	\$ 22.91	\$ 19.83	\$ 13.39	\$ 19.51
Buxton	\$ 28.56	\$ 18.84		\$ 27.50
Camden				
Caribou	\$ 17.80	\$ 16.64		
Cumberland	\$ 25.77	\$ 23.96	\$ 20.91	
Ellsworth	\$ 20.13	\$ 19.45		
Fairfield	\$ 19.44	\$ 18.60	\$ 17.07	
Freeport		\$ 20.52		\$ 25.21
Gardiner	\$ 19.92	\$ 18.52	\$ 13.71	
Gray		\$ 20.17	\$ 17.23	
Hampden	\$ 24.30	\$ 19.56	\$ 19.04	
Harpswell				
Hermon		\$ 17.50		
Hollis				
Houlton		\$ 16.90	\$ 15.70	
Jay	\$ 21.39	\$ 19.67		
Lebanon				
Lisbon				
Madison	\$ 20.81	\$ 19.21		
New Gloucester		\$ 18.88		\$ 21.49
North Berwick		\$ 18.15		\$ 23.10
Norway		\$ 18.00	\$ 17.75	
Oakland		\$ 18.20		\$ 18.36
Old Town		\$ 17.80	\$ 11.33	
Paris				
Poland	\$ 24.03	\$ 15.62	\$ 15.67	
Raymond		\$ 19.00		
Rockland	\$ 22.40	\$ 20.82		
Rumford		\$ 19.63	\$ 15.23	
Sabattus	\$ 22.30	\$ 19.85		\$ 22.87
South Berwick		\$ 22.59		\$ 21.30
Topsham		\$ 21.04	\$ 22.33	
Turner		\$ 18.46		
Waldoboro		\$ 20.81		
Waterboro		\$ 20.31	\$ 18.59	\$ 20.03
Winslow	\$ 18.36	\$ 17.49	\$ 11.00	
Winthrop		\$ 19.28		
Average	\$ 21.98	\$ 19.26	\$ 16.40	\$ 22.27
Total Adjustment (6.75%)	\$ 1.48	\$ 1.30	\$ 1.11	\$ 1.50
Adusted Average	\$ 23.46	\$ 20.56	\$ 17.51	\$ 23.77
Range Low	\$ 18.77	\$ 16.44	\$ 14.00	\$ 19.02
Range High	\$ 26.98	\$ 23.13	\$ 19.69	\$ 27.33
<i>FY19 New Gloucester</i>	<i>\$ 20.90</i>	<i>\$ 18.03</i>	<i>\$ 17.35</i>	<i>\$ 21.49</i>

Municipality	Transfer Station Attendant	Fire Chief	ACO	EMT Per Diems Paramedic
	Salary/Rate	Salary/Rate	Salary/Rate	Salary/Rate
Bar Harbor	\$ 20.50	\$ 88,941.00	\$ 12.21	
Bath	\$ 22.13	\$ 75,525.00	\$ 19.52	
Belfast	\$ 19.08	\$ 74,921.00		\$ 21.80
Bridgton	\$ 15.31	\$ 58,000.00	\$ 18.00	
Bucksport	\$ 15.54		\$ 11.00	\$ 16.54
Buxton	\$ 15.75	\$ 82,277.00	\$ 17.00	
Camden				
Caribou				\$ 16.13
Cumberland		\$ 53,451.00	\$ 19.27	\$ 19.32
Ellsworth	\$ 14.15	\$ 75,877.00		
Fairfield		\$ 62,815.00		
Freeport	\$ 18.17	\$ 95,005.00		
Gardiner		\$ 70,314.00		\$ 16.60
Gray	\$ 15.00	\$ 75,200.00		
Hampden	\$ 16.45		\$ 12.05	
Harpswell	\$ 16.82			
Hermon		\$ 71,000.00		
Hollis				
Houlton		\$ 65,000.00		\$ 15.52
Jay	\$ 19.58			
Lebanon		\$ 52,000.00		\$ 16.00
Lisbon				
Madison				
New Gloucester	\$ 14.33	\$ 66,950.00	\$ 17.48	\$ 21.00
North Berwick	\$ 16.25		\$ 14.00	
Norway				
Oakland	\$ 15.00	\$ 62,872.00		
Old Town		\$ 82,911.00		
Paris		\$ 52,473.00		
Poland	\$ 12.21	\$ 64,626.00		\$ 18.34
Raymond		\$ 70,304.00		
Rockland	\$ 20.62	\$ 73,447.00	\$ 21.84	\$ 18.27
Rumford		\$ 65,483.00		
Sabattus	\$ 13.50			
South Berwick	\$ 15.45		\$ 17.16	
Topsham	\$ 20.45			
Turner	\$ 13.86			
Waldoboro	\$ 14.58			\$ 19.21
Waterboro	\$ 15.35	\$ 75,380.00		
Winslow				
Winthrop	\$ 13.91			\$ 20.41
Average	\$ 16.42	\$ 70,207.48	\$ 16.32	\$ 18.07
Total Adjustment (6.75%)	\$ 1.11	\$ 4,739.00	\$ 1.10	\$ 1.22
Adjusted Average	\$ 17.52	\$ 74,946.48	\$ 17.42	\$ 19.29
Range Low	\$ 14.02	\$ 59,957.19	\$ 13.94	\$ 15.43
Range High	\$ 19.71	\$ 82,441.13	\$ 19.60	\$ 22.18
<i>FY19 New Gloucester</i>	<i>\$ 14.33</i>	<i>\$ 66,950.00</i>	<i>\$ 17.48</i>	<i>\$ 21.00</i>

Municipality	Parks and Rec Director	Library Director	Asst Librarian
	Salary/Rate	Salary/Rate	Salary/Rate
Bar Harbor			
Bath	\$ 90,141.00		
Belfast	\$ 59,565.00	\$ 33.11	\$ 17.93
Bridgton			
Bucksport			
Buxton		\$ 15.71	
Camden			
Caribou	\$ 66,102.00	\$ 23.53	
Cumberland		\$ 18.50	
Ellsworth		\$ 31.96	\$ 21.97
Fairfield		\$ 23.62	
Freeport		\$ 31.61	\$ 22.02
Gardiner		\$ 29.66	\$ 22.11
Gray		\$ 21.23	\$ 17.76
Hampden		\$ 29.54	\$ 24.31
Harpswell			
Hermon	\$ 56,992.00		
Hollis			
Houlton	\$ 59,999.00	\$ 22.67	
Jay			
Lebanon		\$ 13.00	
Lisbon			
Madison		\$ 18.57	\$ 12.24
New Gloucester	\$ 49,920.00	\$ 23.93	\$ 15.32
North Berwick	\$ 47,174.00	\$ 29.07	\$ 17.28
Norway	\$ 41,267.00	\$ 20.00	
Oakland		\$ 22.00	\$ 13.73
Old Town		\$ 30.94	\$ 19.66
Paris			
Poland	\$ 62,442.00	\$ 17.53	\$ 12.89
Raymond			
Rockland		\$ 31.22	\$ 22.35
Rumford		\$ 26.88	
Sabattus			
South Berwick		\$ 25.10	
Topsham	\$ 71,698.00		
Turner			
Waldoboro			
Waterboro		\$ 24.64	\$ 14.45
Winslow	\$ 42,390.00	\$ 24.25	\$ 14.12
Winthrop		\$ 29.60	\$ 16.52
Average	\$ 58,880.91	\$ 24.51	\$ 17.88
Total Adjustment (6.75%)	\$ 3,974.46	\$ 1.65	\$ 1.21
Adusted Average	\$ 62,855.37	\$ 26.17	\$ 19.08
Range Low	\$ 50,284.30	\$ 20.93	\$ 15.27
Range High	\$ 72,283.68	\$ 30.09	\$ 21.95
<i>FY19 New Gloucester</i>	<i>\$ 49,920.00</i>	<i>\$ 23.93</i>	<i>\$ 15.32</i>

MINUTES
Town of New Gloucester
SPECIAL BOARD OF SELECTMEN'S MEETING
6:00 p.m.
Monday, September 23, 2019
At the Meetinghouse

XI.
A

SPECIAL BOARD OF SELECTMEN'S MEETING

I. CALL THE MEETING TO ORDER & ATTENDANCE

Chairman, Linda Chase, called the meeting to order at 6:00 p.m. Present were Chairman, Linda Chase; Selectmen, George Colby, Joseph Davis and Tammy Donovan; Town Manager, Carrie Castonguay; and Attorney Mark Franco. Vice-Chairman, Karen Gilles, was absent.

II. EXECUTIVE SESSION

A. 1 M.R.S.A. Sec. 6-E: Consultation with legal counsel

Ms. Donovan moved and Mr. Davis seconded a motion to enter into Executive Session 1 M.R.S.A. Sec 6-E, Consultation with legal counsel, at 6:06 p.m. The motion carried on a vote of 4-0.

III. RETURN TO OPEN SESSION

The Board returned to open session at 6:30 p.m. No action taken.

IV. ADJOURN

Mr. Davis moved and Ms. Donovan seconded a motion to adjourn at 6:30 p.m. The motion carried on a vote of 4-0.

Approved October 21, 2019

Linda D. Chase, Chairman

Karen L. Gilles, Vice-Chairman

George W. Colby

Joseph S. Davis

Tammy L. Donovan

MINUTES
Town of New Gloucester
BOARD OF ASSESSOR'S AND BOARD OF SELECTMEN'S MEETING
7:00 p.m.
Monday, October 7, 2019
At the Meetinghouse

XI.

B

BOARD OF ASSESSOR'S MEETING

I. CALL THE MEETING TO ORDER & ATTENDANCE

Chairman, Linda Chase, called the meeting to order at 7:00 p.m. Present were Chairman, Linda Chase; Vice-Chairman, Karen Gilles; Selectmen, George Colby and Tammy Donovan; Town Manager, Carrie Castonguay; and Recorder, Sharlene Myers. Selectman, Joseph Davis, was absent.

II. To See What Action the Board Wishes to take in Regard to FY20 Abatements, Batch #1

Ms. Chase read the list of FY20 Abatements, Batch #1.

Mike O'Donnell, Assessor's Agent, explained the reasons for the abatements.

Ms. Gilles moved and Ms. Donovan seconded a motion to approve FY20 Abatements, Batch #1.

Mr. Colby said he was abstaining from the voting.

The motion carried on a vote of 4-0-1, with Mr. Colby abstaining.

III. To See What Action the Board Wishes to take in Regard to FY20 Supplements, Batch #1

Ms. Chase read the list of FY20 Supplements, Batch #1.

Mr. O'Donnell explained the reasons for the supplements.

Ms. Gilles moved and Mr. Colby seconded a motion to approve FY20 Supplements, Batch #1. The motion carried on a vote of 4-0.

IV. DISCUSSION ITEM

A. Revaluation Update

Mr. O'Donnell gave a brief update on the revaluation. He said they have visited about 1,200 properties and there are approximately 3,000 properties in the Town. He said for the most part they have been warmly received and are hoping by winter, all properties will be done and they will complete the rest of the work in the office.

V. ADJOURN

Ms. Gilles moved and Mr. Colby seconded a motion to adjourn at 7:28 p.m. The motion carried on a vote of 4-0.

BOARD OF SELECTMEN'S MEETING

I. CALL THE MEETING TO ORDER & ATTENDANCE

Chairman, Linda Chase, called the meeting to order at 7:29 p.m. Present were Chairman, Linda Chase; Vice-Chairman, Karen Gilles; Selectmen, George Colby and Tammy Donovan; Town Manager, Carrie Castonguay; and Recorder, Sharlene Myers. Selectman, Joseph Davis, was absent.

II. PLEDGE OF ALLEGIANCE

All joined in the Pledge of Allegiance.

III. SCHEDULE NEXT MEETING:

- **Board of Selectmen's Workshop** – 6:00 p.m., Thursday, October 17, 2019 at the Community Building
- **Board of Selectmen's Meeting** – 7:00 p.m., Monday, October 21, 2019 at the Meetinghouse

A. Adjustments to the Agenda

None.

IV. PUBLIC COMMENTS

A. PUBLIC HEARING – General Assistance Ordinance Appendices A-F & H

Ms. Chase read the Public Hearing notice and opened the hearing at 7:30 p.m. There were no public comments. Ms. Chase closed the Public Hearing at 7:31 p.m.

B. Other

Peter Bragdon, resident, spoke to the Board about the following; Community Fair Committee; Boards and Committees Bylaws; Adhoc Marijuana Committee and moratorium; and Combining of funds for Fire/Rescue Department and Ordinance.

V. PRIOR MEETING UPDATE

A. Selectmen Chair

B. Town Manager

There were no updates.

VI. ORAL COMMUNICATION

A. Selectmen

George Colby – no comments.

Karen Gilles – said she would like to see more members for the Community Fair Committee and that is why the discussion at the last meeting to table the quorum agenda item. She said the Board is still working on the Boards and Committees Bylaws and she said the Marijuana Ordinance is on the Board's radar for future discussion.

Tammy Donovan – said she would like to see a shortened version of the Personnel Policy that would be geared for part-time and per diem employees.

Linda Chase – said the Board signed a letter, which she read aloud, that is going to all employees stating that all job descriptions within the Town will be reviewed and revised, if needed. She said she received a call from a citizen pertaining to an article in the Lewiston Sun Journal about the State of Maine looking to reduce local call coverage to all counties and asked the Town Manager to look into this and how it will affect the Town of New Gloucester. She said personnel from John O'Donnell Associates, that are visiting homes for the revaluation, are not doing anything wrong by looking in windows of homes. She said she received information from the Town Manager and the fourth amendment does allow some leeway and it has provisions for assessing personnel to do what is necessary, such as looking into windows.

B. Town Manager

Ms. Castonguay said the following:

1. Tuesday the Cable TV Committee will be joining her in Bridgton for a meeting/discussions on the Cable TV Franchise Agreement, which is in the processed of being renegotiated.
2. The construction crew started Monday on the Library deck replacement.
3. New Public Works Facility base paving would begin this week.

Ms. Chase asked if the completion date is still targeted for November and if provisions are in place for delayed completion.

Ms. Castonguay said the delays were due to subcontractors work schedules and will be receiving a new completion date soon. She said there are provisions in the contractor for delayed completion.

C. Dept. Heads

Toby Martin, Fire-Rescue Chief, said there will be a flyer going out in mail via Every Door Direct Mail, pertaining to the Lucas 3 device and recruitment of Call Members, Fire Police and Junior Firefighters for the department.

D. Boards & Committees

VII. SCHEDULED ITEMS

4.35 To See What Action the Board Wishes to take in Regard to Transfer Station 1.3 Wheel Loader and 1.7 Wheel Loader Bid Proposals

The following bids were opened for a 1.3 yard Wheel Loader:

Milton Cat, Scarborough, Maine Cat 908M Model

Base: \$131,000
Trade-in: \$ 17,000
Cost w/warranties: \$114,000

Chadwick-Baross, Inc., Westbrook, Maine Volvo

Base: \$ 95,000
Trade-in: \$ 12,800
Cost w/warranties: \$105,180

Beauregard Equipment, Inc., Scarborough, Maine Case 321F Model

Base: \$ 90,000
Trade-in: \$ 18,250
Cost w/warranties \$ 71,750

Northland JCB, Concord, New Hampshire JCB 409T4 Model

Base: \$106,038
Trade-in: \$ 20,000
Cost w/warranties \$ 86,038

The following bids were opened for a 1.7 yard Wheel Loader:

Milton Cat, Scarborough, Maine Cat 910M Model

Base: \$144,500
Trade-in: \$ 17,000
Cost w/warranties: \$127,500

Chadwick-Baross, Inc., Westbrook, Maine Volvo

Base: \$122,500
Trade-in: \$ 12,800
Cost w/warranties: \$133,500

United Rentals, Westbrook Maine Takeuchi TW952HS
Model

Base: \$132,775

Northland JCB, Concord, New Hampshire JCB 411HTT4F
Model

Base: \$158,380
Trade-in: \$ 20,000
Cost w/warranties \$138,380

Ms. Gilles moved and Ms. Donovan seconded a motion for staff to review and bring their recommendation back to the Board at the October 21st meeting. The motion carried on a vote of 4-0.

4.36 To See What Action the Board Wishes to take in Regard to General Assistance Ordinance Appendices A-F & H

Ms. Gilles moved and Ms. Donovan seconded a motion to approve the General Assistance Ordinance Appendices A-F & H. The motion carried on a vote of 3-0-1, with Mr. Colby abstaining.

4.37 To See What Action the Board Wishes to take in Regard to Timesheets

Ms. Chase said currently hourly employees complete a time sheet and the Board would like to see all employees, hourly and salary, fill one out, to keep better track of time for everyone.

Ms. Gilles moved and Ms. Donovan seconded a motion for exempt staff submit time sheets to the Town Manager to review and sign; the Selectmen Chair or Vice-Chair in Chair's absence, sign off on the Town Manager; time sheets to include time in and out, including breaks; and this to begin on October 21st. The motion carried on a vote of 4-0.

4.38 To See What Action the Board Wishes to take in Regard to Setting of Budget Parameters

Ms. Gilles moved and Mr. Colby seconded a motion to set the FY21 Budget Parameters as follows:

- 1) Budget built from bottom up without increase over last year, unless absolutely necessary, and based on a plan with written explanation*
- 2) No cost of living increases*
- 3) Up to a 3% merit increase*
- 4) No excessive use of the Undesignated Fund Balance*
- 5) Present Town Manager is to look for creative alternatives to balance budget*
- 6) Any proposed staff increases be justified in writing*

The motion carried on a vote of 4-0.

Ms. Chase asked the Town Manager to add to the next agenda an item for discussion of the Budget Process.

VIII. APPROVE FY20 WARRANTS AND PAYROLLS #13, #14 and #15

Mr. Colby moved and Ms. Gilles seconded a motion to sign FY20 Warrants and Payrolls #13, #14 and #15. The motion carried on a vote of 4-0.

IX. APPOINTMENTS AND RESIGNATIONS

None.

X. LEGAL

None.

XI. WRITTEN COMMUNICATION

A. Approve Minutes of the September 16, 2019, Board of Selectmen's Meeting

Ms. Gilles moved and Mr. Colby seconded a motion to approve the Minutes of the September 16, 2019, Board of Selectmen's Meeting. The motion carried on a vote of 4-0.

XII. ADJOURN

Ms. Gilles moved and Mr. Colby seconded a motion to adjourn at 8:20 p.m. The motion carried on a vote of 4-0.

Approved October 21, 2019

Linda D. Chase, Chairman

Karen L. Gilles, Vice-Chairman

George W. Colby

Joseph S. Davis

Tammy L. Donovan