

Agenda
Board of Selectmen's Meeting
Town of Damariscotta, Maine
October 21, 2020; 5:30 PM
Damariscotta Town Hall

- I. Pledge of Allegiance**
- II. Call to Order**
- III. Minutes**
 - 1. September 16 and October 7 Meetings
- IV. Financial Reports**
 - 1. Payroll Warrant # ____
 - 2. Accounts Payable Warrants # ____
- V. Presentations**
- VI. Citizen Comments and General Correspondence**
- VII. Town Manager Items**
 - 1. Audio/Visual Upgrades in Board Room
 - 2. Church Street Sidewalk Project
 - 3. Municipal Parking Lot Update
 - 4. Town Policy Regarding Earned Time Hours
 - 5. Date for Public Meeting on Historic Preservation Ordinance Amendments
- VIII. Official Action Items**
 - 1. Purchase of Street Lights from Central Maine Power
 - 2. RealTerm Energy Investment Grade Audit
 - 3. Donation from the Marjorie C. Bailey Charitable Foundation
- IX. Selectmen's Discussion Items**
- X. Adjournment**

Board of Selectmen's Workshop to Follow

Town Manager Notes for October 21, 2020

Board of Selectmen's Meeting

Town Manager Items

1. **Audio/Visual Upgrades in Board Room-** At your October 7 meeting, the Board asked that I pursue upgrades to the audio/visual equipment in the Board Room to better accommodate public participation in meetings via Zoom or other remote attendance services. The Board also asked that a sound amplification system be installed in the room. I met with EES, the Town's IT consultant, the following day to review what the Town would need to do to accomplish these improvements. I expect to receive a proposal shortly.
2. **Church Street Sidewalk Project- verbal report**
3. **Municipal Parking Lot Update -verbal report**
4. **Town Policy Regarding Earned Time Hours- verbal report**
5. **Date for Public Meeting On Historic Preservation Ordinance Amendments - Discussion**

Official Action Items

1. **Purchase of Street Lights from Central Maine Power-** The Board previously approved moving forward on the acquisition of the street lights in town and the conversion of the light fixtures to LED lighting. The \$10,370 cost for the fixtures was calculated by Central Maine Power (CMP) based on the formula set by the Maine Public Utilities Commission. I have provided CMP with all of the documents that they require for the transfer of ownership and am currently awaiting the sale/purchase documents from the company. Funds to purchase the light fixtures were approved at the September 16 Special Town Meeting.
Recommended Action: Authorize the Town Manager to execute all documents necessary for the purchase of street lights from Central Maine Power and approve the expenditure of \$10,370 for these fixtures.
2. **RealTerm Energy Investment Grade Audit-** At your June 3 meeting, the Board authorized me to execute the attached agreement with RealTerm Energy and approved an initial \$3,000 payment for the street light audit. The agreement called for the completion of this audit at which time RealTerm was to provide final pricing. The company has now completed its audit the results of which are summarized in the attached spreadsheet. I am asking the Board to approve having RealTerm complete the LED conversion through my signing off on the Investment Grade Audit (IGA) as

Town Manager Notes for October 21, 2020

Board of Selectmen's Meeting

well as approve the additional payments to RealTerm beyond the payment that the Board previously approved.

The estimated cost in RealTerm's proposal for all of the tasks related to the conversion was \$40,995. The cost shown on the attached spreadsheet is \$47,481, including a \$3,005 contingency. The attached "reconciliation" spreadsheet provides an itemization of the difference in pricing. Subtracting out the contingency and the amount previously authorized by the Board leaves a balance of \$41,476 that the Town will owe after the completion of the conversion. \$40,995 will be charged to the loan that the voters approved at the September 16 Special Town Meeting. The balance will be charged to the Street Light budget account.

Recommended Action: Authorize the Town Manager to approve the Investment Grade Audit Report from RealTerm Energy and approve the additional payment of \$41,476 for the conversion of the town's streetlight fixtures to LED.

3. **Donation from the Marjorie C. Bailey Charitable Foundation** – The Town recently received a check for \$75,000 from attorney Rob Gregory in his capacity as trustee for the Marjorie C. Bailey Charitable Foundation. The funds are to be used for survey work and engineering design of the extension of the sidewalk on Church Street from Pleasant Street, east to Main Street.

Recommended Action: Accept a \$75,000 donation from the Marjorie C. Bailey Charitable Foundation to be used towards the cost of the design and construction of the extension of the Church Street sidewalk.



PROFESSIONAL SERVICES AGREEMENT

BETWEEN

Town of Damariscotta, 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 4th day of June, 2020, by and between the Town of Damariscotta, ME with a mailing address of, 21 School Street, Damariscotta, Maine 04543 (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.

Table with 2 columns and 6 rows: GPS Location (XY coordinates), Pole Setback, Street Name, Pole Material, Data Collection Date, Road Width, Luminaire Type, Road Classification, Lamp Wattage, Pedestrian Activity¹

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.
 - v. 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:
Town of Damariscotta, ME
21 School Street
Damariscotta, Maine 04543

Attention: Matt Lutkus Town Manager
Name Title

Phone: 207-563-5168

E-mail: mlutkus@damariscotta.me.com

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

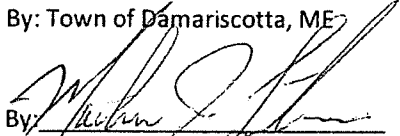
By: _____

Name:

Title:

Date: _____

By: Town of Damariscotta, ME

By:  _____

Name: *Matthew J. Lotkus*

Title: *Town Manager*

Date: *6-4-2020*

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		Task Completion Upon delivery of the initial IGA Report but payment due no later than 30 days following receipt of the related invoice
Investment Grade Audit Report ¹	Task 3	Selection of Equipment and Installer(s)	\$15.00 / fixture	
	Task 4	Photometric Design		
	Task 5	Smart Control Consultation ²		
	Task 6	Investment Grade Audit Report		
Installation Project Management	Task 7	Procurement Services	\$ 18.30 / fixture	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	In addition to an 8 % gross margin on material and labor	
	Task 10	Electricity Billing Changes		
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 Town'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.

Project Name: Damariscotta, ME, Town of
 Project Number: P-1180
 Date: 19-Oct-20

MATERIAL & INSTALLATION COSTS								
Material								
Cobrahead Fixtures								
Item #	Supplier	Description	Qty	Fixture Cost	Total	Comment		
1	Acuity - Gilman	23W_ATBX P30 MVOLT R2 27K MP NL P7	30	\$ 95.74	\$ 2,872.20			
2	Acuity - Gilman	28W_ATBX P40 MVOLT R2 27K MP NL P7	19	\$ 100.00	\$ 1,900.00			
3	Acuity - Gilman	41W_ATBX P50 MVOLT R2 27K MP NL P7	24	\$ 119.15	\$ 2,859.60			
4	Acuity - Gilman	60W_ATBX P70 MVOLT R2 27K MP NL P7	12	\$ 132.97	\$ 1,595.64			
5	Acuity - Gilman	60W_ATBX P70 MVOLT R4 27K MP NL P7	7	\$ 132.97	\$ 930.79			
Subtotal Cobrahead Material					\$	10,158.23		
Cobrahead - Others								
1	Acuity - Gilman	DLL127F 1.5 JU	92	\$ 14.89	\$ 1,369.88			
2	Acuity - Gilman	ATBXLTS	4	\$ 12.00	\$ 48.00	Light Shield		
Subtotal Cobrahead - Others					\$	1,417.88		
Decorative Fixtures								
1	Acuity - Gilman	49W_75LED P20 MVOLT 66 3k YK 06 23 NL P7 PCLL	1	\$ 459.57	\$ 459.57			
2	Acuity - Gilman	66W_WFCL2 P30 27K A5 BK L3 N P7E NL1X1	2	\$ 1,095.75	\$ 2,191.50			
Subtotal Decorative Material					\$	2,651.07		
Decorative - Others								
1	Acuity - Gilman	DLL127F 1.5 JU	3	\$ 14.89	\$ 44.67			
2		Decorative & Flood Light & Area Light Adapter Contingency	3	\$ 100.00	\$ 300.00			
Subtotal Decorative Material					\$	344.67		
Recommended Spare Inventory								
1	Acuity - Gilman	23W_ATBX P30 MVOLT R2 27K MP NL P7	1	\$ 95.74	\$ 95.74			
2	Acuity - Gilman	28W_ATBX P40 MVOLT R2 27K MP NL P7	1	\$ 100.00	\$ 100.00			
3	Acuity - Gilman	41W_ATBX P50 MVOLT R2 27K MP NL P7	1	\$ 119.15	\$ 119.15			
4	Acuity - Gilman	60W_ATBX P70 MVOLT R2 27K MP NL P7	1	\$ 132.97	\$ 132.97			
5	Acuity - Gilman	60W_ATBX P70 MVOLT R4 27K MP NL P7	1	\$ 132.97	\$ 132.97			
6	Acuity - Gilman	DLL127F 1.5 JU	5	\$ 14.89	\$ 74.45			
7		Fixture Freight Estimate	1	\$ 150.00	\$ 150.00			
Subtotal Spares Material					\$	805.28		
TOTAL MATERIAL COST					\$	15,377.13		

Installation and Labor								
Item #	Supplier	Description	Qty	Fixture Cost	Total	Comment		
Cobrahead Installation								
1	RL Todd	[CSW1] Cobrahead/Dusk to Dawn - equipment and labor: to replace existing HID Luminaire with one (1) new LED Luminaire complete with Photocell/Control node. LED luminaire and Photocell/Control node provided by RTE.	92	\$ 74.00	\$ 6,808.00			
2	RL Todd	[SW1] Supply and install: a new fuse (FNM-10) and fuse holder (Thomas & Betts 65U break-away connector kit).	92	\$ 30.00	\$ 2,760.00			
3	RL Todd	[SW2] Supply and install: New 1-15 ft. Wire, complete with proper terminations.	18	\$ 19.00	\$ 342.00			
4	RL Todd	[SW3] Supply and install: New 16-30 ft. Wire, complete with proper terminations.	5	\$ 24.00	\$ 120.00			
5	RL Todd	[SW6] Supply and install new: 6 ft. Tapered Elliptical Aluminum Arm.	2	\$ 189.00	\$ 378.00			
6	RL Todd	[SW12] Storage, Fixture Receiving and Inventory Control. Enter Zero "0" if included in the above prices.	92	\$ 2.00	\$ 184.00			
7	RL Todd	[SW13] Flagging Services - Enter the unit price and estimated fixture quantity where Flagging services would be required. Enter Zero "0" if flagging services are included in the above prices.	9	\$ 25.00	\$ 225.00	Estimated at 10% of inventory. To be billed based on actuals.		
8	RL Todd	[SW15] Workmanship & Warranty (1 Year) - Mandatory. Enter Zero "0" if included in the above prices.	92	\$ -	\$ -			
9	RL Todd	[SW23] Labor: Installation of a light shield on a Cobrahead	4	\$ 45.00	\$ 180.00			
10	RL Todd	[SW26] Labor: Troubleshooting Commissioning Allowance -- on a per fixture basis, while present on site. To be done after the original LED installation	3	\$ 65.00	\$ 195.00			
11	RL Todd	Material Contingency for Installation Commissioning Allowance	1	\$ 165.60	\$ 165.60			
12	RL Todd	Payment Bond (markup on total project cost, unit as percentage)	1	3%	\$ 335.76			
13	RL Todd	Performance Bond (markup on total project cost, unit as percentage)	1	3%	\$ 335.76			
14		Contingency - Cobra Installation	1	20%	\$ 2,405.82			
Subtotal Cobrahead Installation					\$	14,434.94		

Decorative Installation						
Item #	Supplier	Description	Qty	Fixture Cost	Total	Comment
1	RL Todd	[DSW1] Flood/Area - equipment and labor: to replace an existing HID Luminaire with one (1) new LED Luminaire complete with one (1) Photocell/Control node. LED luminaire and Photocell/Control nodes provided by RTE. If Tenon/Adapter is needed it will be provided by RTE.	1	\$ 94.00	\$ 94.00	
2	RL Todd	[DSW2] Post Top/Acorn - equipment and labor: to replace an existing HID Luminaire with one (1) new LED Luminaire complete with one (1) Photocell/Control node. LED luminaire and Photocell/Control nodes provided by RTE. If Tenon/Adapter is needed it will be provided by RTE.	2	\$ 97.00	\$ 194.00	
3	RL Todd	[SW1] Supply and Install: a new fuse (FNM-10) and fuse holder (Thomas & Betts 65U break-away connector kit).	3	\$ 30.00	\$ 90.00	
4	RL Todd	[SW12] Storage, Fixture Receiving and Inventory Control. Enter Zero "0" if included in the above prices.	3	\$ 2.00	\$ 6.00	
5	RL Todd	Payment Bond (markup on total project cost, unit as percentage)	1	3%	\$ 11.52	
6	RL Todd	Performance Bond (markup on total project cost, unit as percentage)	1	3%	\$ 11.52	
7		Contingency - Deco Installation	1	20%	\$ 81.41	
Subtotal Decorative Installation					\$ 488.45	
TOTAL INSTALLATION & LABOR COST					\$ 14,923.39	

RTE FEES						
Item #	Supplier	Description	Qty	Fixture Cost	Total	Comment
1	RTE	Task 1: GIS Streetlight Audit	114	\$ 15.00	\$ 1,710.00	Amount adjustment for quantity of fixtures audited.
2	RTE	Task 2-6: Investment Grade Audit Report	102	\$ 15.00	\$ 1,530.00	Amount adjustment for quantity of fixtures designed.
3	RTE	Task 7-10: Installation Project Management	95	\$ 18.30	\$ 1,738.50	
4	RTE	8% margin on the costs for the procurement of fixtures and installation	8%		\$ 2,634.83	
TOTAL RTE FEES					\$ 7,613.33	

TOTAL PROJECT COSTS	\$ 37,914
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Smart Controls Option						
Item #	Supplier	Description	Qty	Fixture Cost	Total	Comment
1	Ubicquia	UBC-20-0-01-NA-01-2-GY	95	\$ 74.80	\$ 7,106.00	Ubicquia Smart Node
2	Ubicquia	1YR-HW-UBIVU	95	\$ 1.50	\$ 142.50	Connectivity and Hosting Fees (Year 1)
3	Ubicquia	1YR-HW-CONNECTIVITY	95	\$ 2.00	\$ 190.00	Connectivity and Hosting Fees (Year 1)
4	Ubicquia	5YR EXTENDED WARRANTY	95	\$ 5.00	\$ 475.00	
5	Ubicquia	Spare Node Inventory - Mandatory for Smart Controls	5	\$ 83.30	\$ 416.50	
6	Ubicquia	Smart Controls Freight (Estimate)	1	\$ 150.00	\$ 150.00	
7	TBD	Labor: Remove a failed Smart Control node installed on LED luminaire and Install new Smart Control node supplied by RTE. To be done after the original LED installation.	5	\$ 100.00	\$ 500.00	
8	Acuity - Gilman	Credit for Photocells	100	-\$ 14.89	-\$ 1,489.00	
9	RTE	Smart Controls Commissioning / RTE Project Management	95	\$ 15.00	\$ 1,425.00	
10	RTE	8% margin on the costs for the procurement of fixtures and installation	1	8%	\$ 651.39	
TOTAL COSTS OF SMART CONTROLS OPTION					\$ 9,567.39	

TOTAL PROJECT COSTS WITH SMART CONTROLS	\$ 47,481
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Item	Description	RFP	IGA	Delta	Notes
1	Audit Fee	\$ 1,485	\$ 1,710	\$ 225	Audited 114 lights vs 99 (\$15 each)
2	Design Fee	\$ 1,485	\$ 1,530	\$ 45	Designed 102 lights vs 99 (\$15/each)
3	Costs of LED Luminaire	\$ 16,117	\$ 16,670	\$ 553	Includes Spares & two \$1,100 ea. deco lights (bridge)
4	Cost of Optional Smart Controls	\$ 9,214	\$ 9,567	\$ 353	Inclues spare Smart Nodes
5	Cost to purchase CMP fixtures (NBV)	\$ 10,370	\$ 10,370	\$ -	Same
					<i>All amounts below include RTE 8% GM cost</i>
					- \$3005 Install, Material, & troubleshooting contingency
					- \$ 502 new wiring allotment
6	Cost of Installation, including removal of CMP fixtures	\$ 12,693	\$ 18,004	\$ 5,311	- \$ 411 supply & install two (2) new 6' mast arms
					- \$ 245 flagging services
					- \$ 245 Supply & install four (4) Light Shields
					- \$ 755 Elec Contractor Performance & Payment Bonds
					- \$ 148 Add'l labor to install Decorative lights vs Cobra
7	Other costs not included above	\$ -	\$ -	\$ -	
8	Total Project cost (Smart Controls Option)	\$ 51,364	\$ 57,851	\$ 6,487	

Town of Damariscotta 2020-21 Goals and Action Plan

Draft- October 15, 2020

Focus area: Financial Sustainability - Maintain Financial Health of Town Government

Action Plan	Responsibility	Priority	Due Date	Status
Finalize Licensing Ordinance for Annual Town Meeting consideration	Board of Selectmen, Matt, Stan and Becky	Medium	2/2021	Draft completed
Closely monitor Town revenues during pandemic to determine whether budget adjustments are needed	Board of Selectmen, Matt, Department Heads			

Focus area: Infrastructure – Proactively address infrastructure maintenance needs

Action Plan	Responsibility	Priority	Due Date	Status
Update the Five Year Capital Improvement Plan; incorporate a long term computer replacement schedule	Matt, Department Heads Public Works Committee	High	1/2021	
Complete Phase 1 of Waterfront Improvement Project	Matt, George Parker, Bob Faunce	High	1/2021	
Complete Phase 2 design of Waterfront Improvement Project including flood resiliency measures for downtown businesses and advertise for bids.	Matt, George Parker, Bob Faunce	High	7/2021	
Update annual and multi-year paving and maintenance schedules for Public Works	Public Works Committee	High	12/2020	
Construct downtown restroom	,Matt, George Parker, Consultant	High	7/2021	
Complete sanitary sewer Improvements in Municipal Parking Lot	Matt, George, Engineer, GSBSD		12/2020	

Town of Damariscotta 2020-21 Goals and Action Plan
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Seek funding for infrastructure improvements especially those improvements that will increase accessibility for an older population	Matt, Bob Faunce	Medium	Ongoing	Matt is currently working with members of the Public Safety and Accessibility Collaborative (PSA). This group has adopted the priorities identified in the updated Bicycle and Pedestrian Plan. A TIF Development Plan to fund a Main Street sidewalk was approved by voters and Department of Economic and Community Development. MDOT Bicycle and Pedestrian Grant Application submitted 8/2020
Pursue public ownership and overlay of section of Heater Road to Town Garage	Matt, Hugh, Public Works Committee	Medium	6/2020	Approved at 7/15/20 ATM. Town staff have identified the property owners who would need to provide the necessary right of way. Once ROW is acquired, road will be overlaid with recycled asphalt.
Consider major bond issue to address funding for road and sidewalk infrastructure improvements	Board of Selectmen, Financial Advisory Committee	High	2/2021	
Issue RFP/RFQ for engineering design of Church Street Sidewalk Construction.	Matt & Bob Faunce	High	12/2020	
Review progress on 2014 Comprehensive Plan goals with Planning Board	Board of Selectmen	Medium	12/2020	
Complete Vine Street/Church Street drainage project	Matt, Hugh, consultant	Medium	8/2021	
Complete first phase (Design and engineering) of Miles Street Improvement Project	Matt, LincolnHealth staff, consultant	High	12/2020	
Complete Fire Station Back Parking Lot	Hugh	High	6/2021	

Town of Damariscotta 2020-21 Goals and Action Plan
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Focus area: Public Safety - Maintain current high level of Fire and Police response

Action Plan	Responsibility	Priority	Due Date	Status
Complete lease or sale of property to the LC Chiefs Association for training facility.	Selectmen, Matt, Chief Roberts	Low		The June 2018 Town Meeting authorized the Board of Selectmen to negotiate a purchase/sale agreement with the Lincoln County Fire Chiefs' Association. The next step is for the Association to submit a draft agreement to the Town.
Update Traffic and Parking Ordinance	Matt, Chief Warlick	Medium	2/2021	
Continue highly visible enforcement of posted speed limits.	Chief Warlick	High	Ongoing	Officers are continuing speed radar details in high traffic areas, monitoring radar board and downloading data.

Focus area: Economic Development – Maintain existing tax base and expand base with development that meshes with community values

Action Plan	Responsibility	Priority	Due Date	Status
Focus on the retention, promotion and growth of existing businesses located in town while at the same time encouraging new business developments	Board of Selectmen, Matt and Department Heads	High	Ongoing	One-on-one visits with businesses occur on an ongoing basis.
Submit historic preservation ordinance amendments for Town meeting consideration.	Board of Selectmen	Medium	12/2020	
Work with Maine DOT, Chamber of Commerce and Information Bureau to secure ownership of the Information Bureau Land	Board of Selectmen, Matt	High	12/2020	

Town of Damariscotta 2020-21 Goals and Action Plan
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Focus area: Community Development/Comprehensive Plan/Planning and Development – Focus on changes to the land-use ordinances, building and maintaining public infrastructure especially transportation systems including pedestrian and bicycle paths

Action Plan	Responsibility	Priority	Due Date	Status
Review progress on 2014 Comprehensive Plan goals with Planning Board	Board of Selectmen; Planning Board; Town staff;	High	Ongoing	
Complete sidewalk on Bristol Road	Matt; Hugh; MDOT, Town engineer	High	11/2020	Contractor yet to complete punch list items
Work jointly with Coastal Rivers Trust to build segments of sidewalk on Main and Church Streets and Biscay Road	Matt, Hugh, CRT engineer, Public Safety and Accessibility Collaborative	High	Ongoing	Long term funding source for Main St. sidewalk secured through TIF, grant application pending.

Focus area: Intergovernmental Connections

Action Plan	Responsibility	Priority	Due Date	Status
Broaden working relationships with Great Salt Bay Sanitary District and other organizations in Lincoln County.	Board of Selectmen, Matt	Medium	Ongoing	GSBSD: Municipal Parking Lot- sewer line Newcastle, Bristol – several projects inc. Ambulance IGA, and electricity contracts, Countywide: LED RFP; Bremen and Darling Center-Shellfish resource grant.
Continue to work closely with School District to contain the overall cost of government and schools to the taxpayers	Selectmen, Matt	High	Ongoing	
Complete municipal ownership and LED conversion of street lights.	Matt	Medium	12/2020	LED conversion to take place this fall if approved at 9/16/2020 Special Town Meeting

Town of Damariscotta 2020-21 Goals and Action Plan

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Focus area: Citizen Communications/Outreach

Action Plan	Responsibility	Priority	Due Date	Status
Develop and implement a plan to upgrade audio/video capabilities in Town Hall Board Room				
Prepare and send out Town e-newsletter	Matt	High	Ongoing	The mailing list currently has over 700 subscribers and an "open rate" that ranges between 46 and 61 percent.
Maximize the use of LCTV and local newspapers for disseminating information	Matt	High	Ongoing	
Continue to update Town's website and Facebook pages to provide useful information to citizens and visitors	Robin, Becky, Matt and Cheryl	Medium	Ongoing	
Participate in "Spirit of America" Volunteer Recognition Program	Board of Selectmen	Medium	3/2021	This recognition is given in conjunction with the annual report dedication.

Focus area: Environmental Stewardship

Work with Coastal Rivers and other organizations on the community-wide cleanup	Town Office Staff; Hugh;	Medium	4/2021	
Install dual Electric Vehicle Charging Station in Municipal Parking Lot	Matt	High	7/2021	Funded by Efficiency Maine and EDA Grants