

**6:30PM Interview for Board/Committees
7:00PM Board of Selectmen Meeting
Topsham Municipal Building
Donald A. Russell Meeting Room
August 16, 2018**

Pledge of Allegiance –

Roll Call of Board Members –

Town Manager's Report –

Board and Committee Reports and Updates-

- Update TDI/ECD- John Shattuck, Topsham Economic and Community Development, Inc. Director

Public Comment –

Correspondence –

Adjustments to the Agenda –

Consent Calendar –

1. Approval of the minutes of the Regular Selectmen meeting August 2, 2018.

Public Hearing –

Unfinished Business –

Old Business –

New Business –

18-61- Consideration any appropriate action on the appointment of Nancy Randolph to the History Committee.

18-62- Consideration and any appropriate action on a request from the Comprehensive Plan Committee to host neighborhood meetings to solicit comments on the Draft Comprehensive Plan.

18-63- Consideration and any appropriate action on approving the submitted bid for the Fire Department tanker repair.

18-64- Consideration and any appropriate action on awarding the bid for a culvert replacement on River Road. (Spec is available in the Planning Dept. & Selectmen office)

18-65- Consideration and any appropriate action on installing a pedestrian light at Foreside Field.

18-66- Consideration and any appropriate action on fixing the Pejepscot School furnace.

18-67- Consideration and any appropriate action on Police Department's acceptance of Criminal Forfeiture Assets.

18-68- Consideration and any appropriate action on appointing an interim Assessor.

18-69- Consideration and any appropriate action on purchasing MUNIS municipal software package.

Executive Session-

Any public member desiring to address the Board shall be recognized by the Chair, shall state name and address for the record, and shall limit remarks to the question under discussion. All remarks and questions addressed to the administration of Town shall be addressed to the Town Manager or the Board of Municipal Officers through the Chair and not to any municipal town employee. No person other than members of the Board and the person having the floor shall enter into any discussion either directly or through a member of the Board without the permission of the presiding officer.

Public members attending Board Meetings also shall observe the same rules of propriety, decorum, and good conduct applicable to the members of the Board. Any person making personal impertinent and slanderous remarks, or who becomes boisterous while addressing the Board or those attending the Board meeting shall be removed from the room if so directed by the presiding officer. Aggravated cases shall be prosecuted on appropriate complaint signed by the presiding officer. In case the presiding officer should fail to act, any member of the Board may move to require the Chair to act to enforce the rules, and the affirmative vote of the Board shall require the presiding officer to act. 05/29/2003

Board of Selectmen Meeting

For the date of: 08/16/2018

Type of Item:

- Board or Committee Presentation
 Consent Agenda Item
 Public Hearing
 Unfinished Business
 Old Business
 New Business
 Executive Session
 Workshop

Type of Submission:

- Regular Submission
 Additional Agenda Item
 Additional Information

Agenda Number 1

(If this is unfinished business, please remember to research and enter the original agenda number above. For regular agenda items, the secretary will assign a number.)

Brief Title of consent or Agenda Item: Approval of the minutes of the regular Selectmen meeting 08-02-2018.

Brief Description of Consent or Agenda Item: see attached

Submitted by Rich Roedner, Town Manager Date: 08-09-2018

MINUTES
TOWN OF TOPSHAM
BOARD OF SELECTMEN MEETING
AUGUST 2, 2018 - 7:00 p.m.

MEMBERS PRESENT: David Douglass
Ruth Lyons
William Thompson
Roland Tufts

MEMBER(S) ABSENT: Marie Brilliant

STAFF PRESENT: Richard Roedner, Town Manager

A meeting of the Topsham Board of Selectmen was held on Thursday, August 2, 2018 in the Donald A. Russell Meeting Room, at the Municipal Building, 100 Main Street, Topsham, Maine.

CALL TO ORDER

Chairman Douglass called the regular meeting to order at 7:00 p.m.

PLEDGE OF ALLEGIANCE/ROLL CALL

All present were invited to stand and recite the Pledge of Allegiance to the Flag. The recording secretary took the roll call and noted that all Selectmen were present, except for Selectman Brilliant.

TOWN MANAGER'S REPORT

The Topsham Parks and Recreation Department is now offering on-line registration for all programs. You will find a link to the on-line registration portal under On-line services on the Town's home page, and on the home page of the Parks and Recreation Department. The site will allow you to create a user account, and then registration is a matter of a few clicks.

We have seen several reported vehicle break-ins overnight, so the Topsham PD reminds everyone to lock your vehicles at night, and refrain from leaving valuables in your car overnight.

For those of you that are interested, we have awarded a contract for the demolition of the old Fire Station on Green Street. This work will begin in the very near future.

Again, for those of you who are interested, we have a new look and organization to the home page of our website. New graphics and a new organizational scheme where things are lumped together in a more user friendly fashion. Take a look, and if you have suggestions, or see problems, please let us know.

Lastly, we were all saddened today to hear of the death of Marco, our former Police Dog. Marco served with the Topsham Police Department and Sgt. Bob Ramsey for 10 years, retiring just about two years ago. Since retiring, Marco has been the family pet for the Ramsey's. Marco's passing was unexpected during the night. On behalf of all of our municipal employees, and the Board, I would like to extend our sympathies to Sgt. Ramsey and his family, as well as the Police Department.

BOARDS AND COMMITTEE REPORTS AND UPDATES

UPDATE FROM SUSAN PREECE, DIRECTOR OF TOPSHAM LIBRARY – Ms. Preece told the Board she was pleased to be able to report what has been going on at the library this year. Statistics for FY 18; a project outcome report on book discussion programs and a Long Range Plan Update were included in the Board package for review by the Board prior to the meeting.

Ms. Preece's report included:

- We have continued the positive communication through joint BOS/Fin/Lib committee, resulting in comparable pay rates for library staff and the return of some collections and supply funds to the municipal portion of the library's budget.
- Revised and evaluated the Long Range Plan reconvening a new committee this year.
- Successfully integrated a Student Board Member, Owen Yabsira, who will remain on the Board this coming year.
- Reviewed/revised the Personnel Policy and Investment Policy.
- We received a significant bequest.
- We welcomed two new Board members: Kevin Curnin and Helen Kincaid, to join Joe Trafton on his second, 3-year term, and Hahna Patterson, who is beginning his own first term after being appointed last year to fill a Board vacancy.
- Project Outcome Surveys incorporated in children's Teen and Adult discussion groups-report presented to the Board of Trustees indicating Board satisfaction and reportable outcomes of success as a result of library programming.
- Despite a difficult development transition with no active staff support for six months, library fundraising was down only 4,3202.40 (-4%). Business Roundtable Support was down by close to %4,000. Many businesses this year have preferred to offer in-kind support of merchandise and gift certificates, rather than cash. Additionally, Mid COaxt Parkview Hospital is undergoing a capital campaign which may have affected our fundraising efforts.
- Continued a program that we started last year with grant funding procured by the library from Dollar General which provided summer library cards for MSAD 75 out of town students. This year we are working closely with the school district staff as the program is being supported by MSAD 75's *Trust for our Future Grant*.
- We successfully accomplished interior painting with minimal schedule disruption.
- Addressed a variety of HVAC issues and resolved most of them (A Capital plan objective we will need to address.)
- The library functioned as one of three warming and charging centers in Topsham during the October 2017 storm. In the three days after the storm, we saw an average of 381 people a day, nearly 6% more than our average 225.
- Volunteers provided 3,377 hours in total providing a whopping average of the Topsham Public Library at our Foreside Road location.

Ms. Preece said, overall we have held our own but we are once again looking for a part-time Development Coordinator. We have all seen the value of this position in the form of actual dollars and in gaining support for the library. It can be a challenge of find someone which the requisite skills who is able to work part time with no benefits. Following Ms. Preece's presentation, question was asked by the Board if 15 hours a week was enough time for the Development Coordinator to be able to do the job. Response was that it would be better to be able to fill the position full time.

BOWDOIN COLLEGE SUMMER INTERN

Theo Gardner Puschak, summer intern from Bowdoin College, reviewed some of the projects he worked on this summer at the Town Office. Mr. Puschak said he was amazed at how much is involved in running a town and was impressed by the hard work and dedication the staff puts into their positions.

This summer he created GIS maps of the various bike lanes and paths in town and created a video showing there various locations. He worked on file organization, and did quite a bit of work on easement mapping, reviewing deeds at the Sagadahoc County Registry of deeds back to 1948. The project is not completed, but is in good form for someone to take over were me Puschak left off. Mr. Puschak completed the Interpretative Signage RFP. In closing, he said he was grateful for having the opportunity to work with Topsham and that he learned a lot in doing so.

PUBLIC COMMENT – None noted.

CORRESPONDENCE – It was noted that a number of pieces of correspondence has been received expressing concerns and asking questions about Crooker and zoning changes. In particular, Selectman Thompson forwarded a letter he received with several questions to the Town Manager. Mr. Roedner responded to all the questions and explained how the process of changing zones works. Selectman Thompson requested that Mr. Roedner's response be added to the Town's website as the information addresses several of the citizens' concerns.

ADJUSTMENTS TO THE AGENDA – None noted.

CONSENT CALENDAR

1. **Approval of the minutes of the Regular Special Selectmen's Meeting of 7/19/18.**
2. **Approval of the minutes of the Special Selectmen's Meeting of 7/24/18.**
3. **Approval of voting ballot for Executive Committee members for MMA Election.**

7/19/18 Minutes – Motion was made by Chairman Douglass, seconded by Selectman Tufts, and it was **VOTED** to Approve the minutes of the regular selectmen's meeting of 7/19/18 as written.

7/24/18 Minutes - Motion was made by Chairman Douglass, seconded by Selectman Tufts, and it was **VOTED** to Approve the minutes of the special selectmen's meeting of 7/12418 as written.

Ballot for Executive Committee members for the MMA Election – No action was taken on this item.

PUBLIC HEARING**18-55 CONSIDERATION AND ANY APPROPRIATE ACTION ON THE APPROVAL OF A SPECIAL AMUSEMENT PERMIT FOR THE FAIRGROUND CAFÉ**

The Public Hearing was declared open. Perry Leavitt, owner of the Fairground Café, reviewed his application telling the Board that background music is played on Thursday, Friday and Saturday evenings at the café. Following questions from the Board, request was made for comments from members of the public. There were no comments to be heard and the Public Hearing was declared closed.

The following Finding of Facts was compiled:

FINDING OF FACTS

1. The applicant is Perry Leavitt.
2. Name of the business is the Fairground Café.
3. Location of the café is 49 Topsham Fair Mall Road, Topsham, Maine
4. Expiration date of the current liquor license is September 21, 2018.
5. Entertainment will be located at the front of the café near the cash register area. No furniture will need to be relocated.
6. Entertainment will be held on Thursday, Friday and Saturday evenings, consisting of background music by 1 to 3 individuals.
7. The hours of entertainment will be from 5:30 p.m. to 8:00 p.m.
8. Size of the dining area is approximately 4,500 square feet.
9. Seating capacity in the café is 170.
10. There are adequate parking spaces to accommodate the café clientele.
11. Letter is in file stating no concerns from the Police, Fire and Codes Departments.

CONCLUSION

The Board found that, based on the above findings, the issuance of a Special Amusement Permit would not be detrimental to the public health, safety or welfare and would not violate municipal ordinances, rules or regulations.

Motion was made by Chairman Douglass, seconded by Selectman Lyons, and it was unanimously

VOTED

To approve and grant the application for a Special Amusement Permit for the Fairground Café, as meeting requirements of Maine Revised Statutes, Title 25-A, Section 1054 and the Topsham Code, Chapter 71, Article 1, Sections 6 and 7.

UNFINISHED BUSINESS – None noted.

OLD BUSINESS - None noted.

NEW BUSINESS**18-56 CONSIDERATION AND ANY APPROPRIATE ACTION FOR APPROVAL TO APPLY FOR A GRANT THROUGH FIREHOUSE SUBS TO PURCHASE A COMMERCIAL TURNOUT GEAR DRYER**

Fire Chief, Chris McLaughlin, came before the Board saying the Fire Department is looking for approval to apply for a grant through Firehouse Subs to purchase a commercial turnout gear dryer. The grant request is for a RAM Air 6 Unit Turnout Gear Dryer at a cost of \$9,407.84. The grant is 100% funded with no matching requirements.

Mr. McLaughlin said that current studies in the fire service industry show a rise in cancer among firefighters. To help combat this, the department has increased training on cancer awareness and has developed tools to mitigate the exposure of carcinogens. Gear is not allowed to be stored in living quarters or common places. Currently the department does not have a tool to dry gear in a timely and safe manner. Obtaining a grant to purchase a commercial turnout gear dryer will encourage members to wash their gear more frequently and provide a safer working environment.

Following Chief McLaughlin's request, motion was made by Chairman Douglass, seconded by Selectman Tufts and it was unanimously

VOTED

To approve the application for a grant through Firehouse Subs to purchase a commercial turnout gear dryer at a cost of \$9,407.84 and to approve applying for same until the Fire Chief gets what he is asking for.

18-57 CONSIDERATION AND ANY APPROPRIATE ACTION ON SEEKING APPROVAL TO OUTSOURCE BILLING FOR EMERGENCY MEDICAL SERVICES

The Town Manager began the discussion saying this item was discussed a couple months ago. One of the questions that came up was whether the clerical position in the Police Department could be used to do that job, as well as the billing job for the Fire Department. After consideration it has been decided that this would not work. The Police Department has additional plans for the position so adding tasks would not work. There is also a movement towards certification for people who do coding for the ambulance billing, so it is a different level of training that would be needed. Mr. Roedner said he doesn't feel that sharing a position will serve either department, will result in higher paid administrators doing more clerical type duties and will not enhance either revenues or services to the town.

Chairman Douglass expressed concerns about the efficiency of the clerical position noting comments that much of the work is being done by the chief and lieutenant. He said the position has been advertised listing items that are not in the job description and does not seem to match what is being advertised.

Chief McLaughlin spoke in favor of contracting out the ambulance billing to a company that does this saying it would be in the best interest of the town. Other municipalities do it all over the state. Medicare is talking about requiring certification which will involve the Medicare billing. He said some immediate benefits include eliminating our EMS billing software (currently \$4,000 a year), reducing the administrative workload and hours spent on billing by working staff, billing will be more streamlined, efficient and productive.

Proposals have been received from three companies: 1) Cornstar Ambulance Billing, Rowley, MA; 2) Medical Reimbursement Services, Windham, ME; and 3) New England Ambulance Billing. The chief recommended entering into a one-year contract with Medical Reimbursement

Services, a local company with 30 years of experience that services over 50 providers in Maine. A three-year contract could be considered in the future.

Motion was made by Chairman Douglass, seconded by Selectman Lyons, and it was unanimously

VOTED

To enter into a one-year contract for Medical Reimbursement Services for EMS billing.

18-58 CONSIDERATION AND ANY APPROPRIATE ACTION ON A PAVING CONTRACT FOR THE TOWN OF TOPSHAM

Public Works Director, Dennis Cox, that he contacted Pike Industries, Lane Construction and Crooker Construction for paving pricing this season. Crooker Construction is willing to hold the same price as it has in the last three years (\$71.95 per ton, plus the escalator. Pike Industries estimated the cost to be \$85 plus the escalator and Lane Construction gave an estimate to a neighboring community of \$73.10 plus the escalator. Mr. Cox recommended that the Town award to contract to Crooker Construction.

Motion was made by Chairman Douglass, seconded by Selectman Lyons, and it was unanimously

VOTED

To award the paving contract to Crooker Construction for a price of \$71.95 per ton plus the escalator.

18-59 CONSIDERATION AND ANY APPROPRIATE ACTION TO ACCEPT THE RECOMMENDED BID FOR THE PURCHASE OF A ZERO TURN LAWN MOWER FOR THE PARKS AND RECREATION DEPARTMENT

Parks and Recreation Director, Pam LeDuc, recommended the purchase of an Exmark LZX zero turn lawn mower from Chad Little Power in the amount of \$14,416. She said Chad Little is local when service is needed. The Public Works Department currently owns two of these mowers and has had positive experiences with the mowers. Ms. LeDuc said there is \$9,000 in the Capital Budget for the mower and the balance of funds could come from the Outlay Account if approved.

The Town Manager said the Outlay Line in the Recreation Department budget is not specified for anything specific. It is used for major replacements, etc. He said one other avenue available, we budgeted \$45,000 for a roadside mower for Public Works and Mr. Cox found a used one for much less, so we have existing capital money in that line which would be another possibility. Selectman Lyons said it bothered her to take money from the Public Works Department where they saved it.

Chairman Douglass said there needs to be an improvement in the future to come forward with correct figures for budget purposes.

Motion was made by Chairman Douglass, seconded by Selectman Tufts, and it was unanimously

VOTED

To accept the price from Chad Little Power for the Exmark LZX zero turn mower for \$14,416 and to take the existing money from the Roadside Mower leftover.

18-60 CONSIDERATION AND ANY APPROPRIATE ACTION TO REVIEW THE PROPOSED LEASE FOR THE USE OF PEJEPSCOT SCHOOL BY HEADSTART OF MID COAST COMMUNITY ACTION, AND TO AUTHORIZE THE TOWN MANAGER TO SIGN THE LEASE WITH ANY SUGGESTED CHANGES

Parks and Recreation Director Pam LeDuc spoke to this agenda item. She referenced a copy of the lease which was included in the Board package for review by the Board prior to the meeting and reviewed the changes. Monthly cost of the lease has been increased to \$1,000. Also, effective July 1, 2018, the Town will no longer mow behind the school. Ms. LeDuc said she also informed the lessee that the Town may not be able to do snow plowing this year. One other change is that there is to be no storage of equipment in the basement of the school.

After discussing the changes to the lease, the only adjustment the Board recommended was to add appropriate wording to include a 30-day notice regarding the snow plowing.

Motion was made by Chairman Douglass, seconded by Selectmen Lyons, and it was unanimously

VOTED

To approve the two-year Lease Agreement with Mid Coast Maine Community Action with the change of putting in a 30-Day Notice Clause under Item 4 regarding the plowing.

EXECUTIVE SESSION

18-48 CONSIDERATION AND ANY APPROPRIATE ACTION ON ENTERING INTO EXECUTIVE SESSION PURSUANT TO 1 M.R.S.A § 405 (6) (A) TO DISCUSS PERSONNEL MATTERS

At 8:18 p.m. motion was made by Chairman Douglass, seconded by Selectman Tufts, and it was unanimously (of those present)

VOTED

To move into Executive Session to Discuss Item 18-48.

Those attending the Executive Session included: Town Manager Roedner, Chairman Douglass, Selectmen Thompson, Selectman Lyons and Selectman Tufts.

The Board returned from Executive Session at 8:57 p.m. with the above members and the Town Manager still present. Motion was made by Chairman Douglass, seconded by Selectman Lyons, and it was unanimously (of those present)

VOTED

That, based on the completion of his annual review, the Town Manager was eligible to receive a 3% bonus to his ICMA retirement, according to the terms of his contract.

ADJOURNMENT

At 8:58 p.m., motion was made by Chairman Douglass, seconded by Selectman Lyons, and it was

VOTED

To adjourn the meeting.

Respectfully submitted,

Patty Williams, Recording Secretary

Board of Selectmen Meeting

For the date of: 08/16/2018

Type of Item:

- Board or Committee Presentation
- Consent Agenda Item
- Public Hearing
- Unfinished Business
- New Business
- Executive Session
- Workshop

Type of Submission:

- Regular Submission
- Additional Agenda Item
- Additional Information

Agenda Number: 18-61

(If this is Unfinished Business, please remember to research and enter the original agenda number above. For Regular Agenda items, the Secretary will assign a number.)

Brief Title of consent or Agenda Item: Consideration and any appropriate action on the appointment of Nancy Randolph to the History Committee.

Brief Description of Consent or Agenda Item:

Submitted by: Rich Roedner, Town Manager

Date: 08-01-2018

Board of Selectmen Meeting

For the date of: 08/16/2018

Type of Item:

- Board or Committee Presentation
- Consent Agenda Item
- Public Hearing
- Unfinished Business
- New Business
- Executive Session
- Workshop

Type of Submission:

- Regular Submission
- Additional Agenda Item
- Additional Information

Agenda Number: 18.62

(If this is Unfinished Business, please remember to research and enter the original agenda number above. For Regular Agenda items, the Secretary will assign a number.)

Brief Title of consent or Agenda Item: Consideration and any appropriate action on a request from the Comprehensive Plan Committee to host neighborhood meetings to solicit comments on the Draft Comprehensive Plan.

Brief Description of Consent or Agenda Item: See memo

Submitted by: Rich Roedner, Town Manager

Date: 08-06-2018

MEMORANDUM

To: Board of Selectmen
From: Richard Roedner, Town Manager
Date: August 7, 2018
Re: Comp Plan Committee, Neighborhood Meetings

As part of its efforts to solicit public input on the Preliminary Draft of the Comprehensive Plan, the Comprehensive Plan Update Committee is planning several endeavors over the next couple of months.

First will be a static display in the Town Hall lobby with the informational boards from the June 23 public meeting. At the same time, a wikidocument (editable pdf document) will be linked to our web page for people to provide suggested edits. This will be followed by a newspaper insert summarizing the Plan.

In addition, the CPUC will be contacting all of the Town's committees with an offer to present the plan and gather their input. This will be followed by a formal public meeting in September, and a public hearing scheduled for October.

As part of this overall public input effort, the CPUC would like to have the Board of Selectmen consider holding neighborhood meetings, to include a CPUC presentation on the Draft Plan. Larry Fitch, CPUC Chairperson, will be present on the 16th to discuss this concept.

Rich Roedner
Town Manager
Town of Topsham
100 Main Street
Topsham, ME 04086

Dear Rich,

As a follow-up to our recent conversation the Comprehensive Plan Update Committee understands how important it is to receive as much input as possible to the preliminary draft of the Comprehensive Plan. In that light, the CPUC is interested to know if the members of the Select Board would discuss the possibility of holding a series of neighborhood/community meetings to discuss the plan. The CPUC envisions meetings that would have a short presentation and then be open to a Q & A session. Our intent is to get as much input as possible as we try to meet our goal of presenting the Comp Plan update for approval at the May 2019 Town Meeting.

Also, we are pleased that the Comp Plan update is now available for comment online. Please pass on the following link to the Select Board, and, in turn, ask that they pass the link on to their constituents.

<https://www.topshammaine.com/index.asp?SEC=F23E2756-974C-4031-8756-4490E6E4D6CE>

I would be happy to discuss this with the Selectmen at their August 16th meeting.

Thanks again,

Larry Fitch, Chair
Comprehensive Plan Update Committee

Cc: CPUC Committee Members
Rod Melanson
John Shattuck

Board of Selectmen Meeting

For the date of: 08/16/2018

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- Board or Committee Presentation
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- Public Hearing
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- New Business
- Executive Session
- Workshop

Type of Submission:

- Regular Submission
- Additional Agenda Item
- Additional Information

Agenda Number: 18.63

(If this is Unfinished Business, please remember to research and enter the original agenda number above. For Regular Agenda items, the Secretary will assign a number.)

Brief Title of consent or Agenda Item: Consideration and any appropriate action on approving the submitted bid for the Fire Department tanker repair.

Brief Description of Consent or Agenda Item:

Submitted by: Chris McLaughlin, Fire Chief

Date: 08-01-2018-

Memo

#

To: Rich Roedner, Town Manager
From: Chris McLaughlin, Fire Chief
CC: Board of Selectmen
Date: August 1st, 2018
Re: Tanker Bid Acceptance

The fire department is looking for approval to accept the submitted bid to repair the tanker truck. At the annual town meeting, the voters voted to approve \$60,000 for the repair of our tanker truck. Bids went out the first week of July and closed on July 27th, 2018.

We received one bid from Greenwood Emergency Vehicles for the amount of \$60,000.

The scope of work involved is below:

Tank:

- Remove old tank, dismount all valves, electrical, and plumbing components.
- Dispose of the tank
- Supply/Install New 2800 gallon UPF elliptical tank with exact features of the existing tank.

Body:

- Make necessary changes to tank support frame to meet the requirements of UPF
- Repair body support frame where broken/damaged
- Repair rust as needed to support system.

Plumbing:

- Rebuild and reinstall all dump valves, intake valves, and tank plumbing.
- Reconnect tank to pump and tank fill valves

- Add a 3rd 2 ½" discharge off the pump, make necessary manifold changes to accommodate the 3rd discharge.
- Remove driver's side intake and upsize it to 5"

Pump:

- Remove the existing 300GPM pump
- Supply and install a new Waterous CGVK 750 GPM pump
- Provide pump test documentation of rated capacity per NFPA

Paint:

- Touch up paint on chassis and body support frame while the tank is removed and parts are exposed.
- Paint the new water tank to match Topsham's fleet color of FRD96FN Red

Electrical:

- Remove and reinstall all warning lights on the tank
- Remove and reinstall all DOT lighting on the tank
- Remove and reinstall all scene lighting on the tank
- Remove and reinstall all switches on the tank

Thank you for considering this request.

Chris McLaughlin

Fire Chief

Board of Selectmen Meeting

For the date of: 08/16/2018

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- Board or Committee Presentation
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- Public Hearing
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- New Business
- Executive Session
- Workshop

Type of Submission:

- Regular Submission
- Additional Agenda Item
- Additional Information

Agenda Number: 18-64

(If this is Unfinished Business, please remember to research and enter the original agenda number above. For Regular Agenda items, the Secretary will assign a number.)

Brief Title of consent or Agenda Item: Consideration and any appropriate action on awarding the bid for a culvert replacement on River Road.

Brief Description of Consent or Agenda Item: See memo

Submitted by: Dennis Cox, Public Works Director

Date: 08-06-2018



TOPSHAM PUBLIC WORKS
100 MAIN STREET / 10 MAINTENANCE WAY
TOPSHAM, ME 04086
207-725-1728 / FAX 207-725-1739



To: Rich Roedner
From: Dennis Cox
Subject: River Road Culvert Replacement
Date: August 8, 2018

The purpose of this memo is to ask for approval to replace a culvert under River Road that was identified during the Topsham Fair Mall Watershed study. The culvert is in very poor condition and the outlet is hanging out well above the water level, preventing fish passage up stream. This project would be funded through a Maine DEP 319 grant that was successfully applied for by the Planning

The bids are due August 14 and I will bring the bid results and a recommendation to the Selectmen's meeting on August 16, 2018. I have included a memo from Rod that explains the specifics on the project as well.

MEMORANDUM

To: Rich Roedner, Town Manager
Select Board members
From: Rod Melanson, Planning Director
Dennis Cox, Public Works Director
Date: August 7, 2018
Re: Topsham Fair Mall Stream – Watershed Plan Implementation – Culvert Replacement
(River Road)

The planning office submitted and was successful in applying for Maine DEP 319 funding (60% federal 40% local). The project end date is scheduled for December, 2018. The Select Board authorized the Manager to sign the grant contract with the State, which includes and SEP matching component, thereby reducing the Towns match obligation.

Since this time the Selectboard authorized Wright Pierce as the winning bidder for engineering services. Wright Pierce has developed all of the design specs, state and federal permits, and bidding documents and bidding process for the Town.

Due to the length in the time to receive permits after final plan designs, we have advertised the construction bids, and anticipate having a bid opening on August 14th. The construction period of this project needs to start as soon as it is awarded in order to be done by October 2018 due to permit restraints (Salmon tributary to the Androscoggin in stream work constrictions).

We will be prepared to discuss with you a recommendation for the construction bid on this project. As you were made aware of the item of road closure from the Town Managers email dated August 2nd, 2018 – we have advertised a no longer than 5 day road closure as recommended by the design engineers. This is due to the complexity of the project, being a deep culvert replacement with a 20” water main that will be worked around during construction.

As a reminder, this effort will coincide with our DPW River Road paving project of 2018.

A reminder of the overall budget is as follows:

Budget

Cost Category	Federal Funds Section 319	Non-Federal Match	Total Cost
Salary & Fringe (from Part 1)		\$11,413	\$11,413
Contractual	\$15,000	\$10,000	\$25,000
Subgrant			
Construction	\$87,000	\$66,000	\$153,000
Donated Services – Labor			
Travel (mileage total)			
Supplies			
Other (specify)			
Indirect Costs			
Totals	\$102,000	\$87,413	\$189,413

The project funding amounts will be as follows:

Federal Grant:	\$102,000
Town cash Match (2 years):	\$10,000
Town In-Kind Match:	\$19,413
SEP Funding:	\$58,000
Total:	\$189,413

Board of Selectmen Meeting

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- Additional Agenda Item
- Additional Information

Agenda Number: 18.65

(If this is Unfinished Business, please remember to research and enter the original agenda number above. For Regular Agenda items, the Secretary will assign a number.)

Brief Title of consent or Agenda Item: Consideration and any appropriate action on installing a pedestrian light at Foreside Field.

Brief Description of Consent or Agenda Item: See memo

Submitted by: Dennis Cox, Public Works Director

Date: 08-06-2018



TOPHAM PUBLIC WORKS
100 MAIN STREET / 10 MAINTENANCE WAY
TOPSHAM, ME 04086
207-725-1728 / FAX 207-725-1739



To: Rich Roedner
From: Dennis Cox
Subject: Placement of a New Crosswalk Light
Date: August 8, 2018

The purpose of this memo is to communicate the need and location choice for a "RFB (rapid flash beacon)" crosswalk warning light system.

The pedestrian safety committee, made up by John Shattuck, Carol Eyerman, Pam Leduc and myself, were able to qualify for a crosswalk warning light system from the Maine Department of Transportation at no cost to the community. The committee reviewed several locations in Town; Elm Street, Main Street, Middlesex Road and Foreside Road near the recreation fields and decided the Foreside Road location was the highest priority.

Therefore, the committee would like to recommend that the warning system be installed at the third crosswalk location on Foreside Road's recreation area that leads from the parking lot to the concession stand area.

Please contact me or other committee members with any questions. I have attached a copy of the warning system we have to install as well.



Board of Selectmen Meeting

For the date of: 08/16/2018

Type of Item:

- Board or Committee Presentation
 Consent Agenda Item
 Public Hearing
 Unfinished Business
 Old Business
 New Business
 Executive Session
 Workshop

Type of Submission:

- Regular Submission
 Additional Agenda Item
 Additional Information

Agenda Number 18-66

(If this is unfinished business, please remember to research and enter the original agenda number above. For regular agenda items, the secretary will assign a number.)

Brief Title of consent or Agenda Item: Consideration and any appropriate action on fixing the Pejepscot School furnace

Brief Description of Consent or Agenda Item: see memo

Submitted by Pam LeDuc, Parks and Recreation Director **Date:** 07-18-2018

From: Pam LeDuc, Parks and Recreation Director
Cc: Rich Roedner, Town Manager
Date: August 8, 2018
RE: Furnace at Pejepscot School

In mid June, Mike Labbe was notified by the State Boiler Inspector that nozzles and portions of the Boiler at Pejepscot School didn't pass. We reached out to our service contractor - Honeywell at the time. Requesting a price to replace the needed parts. We were made aware in early July, that replacing the parts was not an option. That we should consider replacing the boiler. I requested that they prepare an estimate.

At that time, I reached out to the Building and Grounds Supervisor of the School District, Chris Shaw who had managed the building prior to our acquisition of it in 2006. Chris recommended another consultant company Johnson and Jordan from Scarborough. I met with one of their Engineers to confirm the situation, and they agreed and recommended that I use Honeywell, to do the project, because of their pre-existing knowledge of the system, and ability to complete the job in a timely and expedited process.

Last week I received a quote from Honeywell, that is attached. They also informed us that the furnace and pipes contained asbestos, and that a separate company would be required to contract with to remove the necessary items for safety. That quote is attached as well.

The removal cost from the abatement company is attached as well.

We have been aware for some time that the Furnace was old, but it has been reliable and constant, and we have been building the reserve account with hopes of using that to handle the necessary work.

Because of the time of year, I feel it is necessary to move forward as quickly and efficiently as possible to replace the system prior to cooler days and the need for increased hot water.

The total cost will be approximately \$30,000.

At the end of 2017 the Pejepscot Reserve account had approximately \$19,000. I anticipate at the end of the audit for 2018 that amount would be \$23,000 with another anticipated \$5,000 from this years Lease with Pejepscot. I am aware that there is a Capital Reserve account for possible heating issues (anticipated from the Library), that we might be able to make the difference with. Unless the Manager has another recommendation that he prefers.

I am requesting that you allow us to waive the bid process so we can use the Company that is most familiar with our facility, and that can complete the process within 4 weeks. I would also request that you approve the use of the Abatement Company as well, because of their previous experience working with Honeywell.

Sent from my iPad



COST ESTIMATE
ASBESTOS ABATEMENT AND DISPOSAL

PREPARED FOR:

**Town of Topsham
100 Main Street
Topsham Maine 04086**

AT:

**Pejepscot Day School
2 Pejepscot
Topsham Maine**

FROM:

**Victory Environmental LLC
PO Box 2228
Windham Maine**

VICTORY
ENVIRONMENTAL, LLC

July 19, 2018

Town of Topsham
100 Main Street
Topsham Maine 04086

Re: Asbestos Cost Estimate for Asbestos Removal Services at 2 Pejepscot Topsham Maine

This letter is in response to the request for cost estimate for asbestos boiler removal and disposal

Findings and Observations:

There is one 5 section boiler in the basement with asbestos gaskets between the sections that needs to be removed prior to installation of new boiler by Honeywell

Recommendations:

Victory Environmental LLC recommends that proper removal and disposal of the materials described in the findings and observations be conducted prior to renovations. The work will be conducted in compliance with all applicable regulations using regulated wet methods by a State licensed Asbestos Contractor as required by the MDEP.

Page Two

Pejepscot Day School
2 Pejepscot
Topsham Maine

Owners Responsibilities

- Provide Parking
- Provide Water
- Provide Power
- Clear access to the work area
- De-energize, disconnect and drain of boiler systems

Scope of Service & Breakdown of Costs:

- Utilizing full containment methods, dismantle and split boiler, remove and dispose of asbestos gaskets from sections, clean boiler components and remove from the basement
\$ 3,592.00
- Visual & Air Clearance Fee \$ 400.00

Total \$ 3,992.00

Abatement will be completed in approximately 2 days

PAYMENT TERMS: Payment due in full upon completion

I trust that this information is sufficient for your asbestos abatement planning need. We look forward to serving you and stand committed to a quality, cost effective services. Should you have any further questions or concerns, please feel free to contact me (207) 572-7669.

Very truly,



Mark Griffeth
President

Victory Environmental LLC

CONTRACT FOR ASBESTOS REMOVAL

Victory Environmental LLC of Windham, County of Cumberland and State of Maine, hereby agrees to perform the following services for:

Town of Topsham

(Hereinafter referred to as the "client").

Asbestos abatement and disposal of the asbestos and scope of work identified in this proposal only, to include pre-cleaning of the immediate work area(s). Victory Environmental LLC, hereby agrees to conduct the work from the described area(s) in the property located at:

Pejepscot Day School, 2 Pejepscot Topsham Maine

Victory Environmental LLC also agrees to pre-clean stationary fixtures and horizontal surfaces of building components currently located within the asbestos regulated area(s) that have been previously documented as being contaminated by the deterioration or presence of asbestos.

After the abatement in the designated regulated areas, Victory Environmental LLC agrees to provide the "client" with a certificate of re-occupancy and air sampling results of less than 0.010 f/cc from a maine dep licensed asbestos air monitor verifying the containment and regulated area(s) are within the MDEP and Environmental Protection Agency's guidelines and Victory Environmental LLC agrees to perform services according to applicable state, local and federal statutes and regulations.

The "client" agrees to make vehicle parking, water and accessible to the worksite and to maintain adequate, clear access to the control area and specific removal locations. In addition, the "client" agrees to any other conditions or requirements set forth as an Owners Responsibility set forth in this proposal.

The "client" understands that some minor paint damage and/or staple holes may occur from the construction and disassembly of containment systems and restoration is not the responsibility of the contractor unless specifically indicated.

The "client" understands and agrees that it is impossible for the contractor to determine the condition of pipes, boilers, wiring, electrical components, building components, etc. Therefore, this proposal is based on the assumption that all surfaces and systems are in good condition. Victory Environmental LLC assumes no responsibility or liability for the direct or consequential damage or cost arising from the aggravation of existing latent defects in pipes, boilers, electrical components, building components, etc. during the asbestos abatement process.

The "client" understands and agrees that this proposal is for the abatement of the aforementioned asbestos-containing material that was visible and in areas that were readily accessible at the time of the original evaluation. This proposal does not include asbestos material uncovered or found subsequent to the original inspection or for asbestos material not readily identifiable or accessible. Victory Environmental LLC assumes no responsibility for asbestos-containing materials inside boilers, furnaces, etc. that are not demolished as part of this agreement. Victory Environmental LLC further recommends that previously insulated systems, boilers and furnaces not be operated after the removal of insulation unless re-insulated and therefore assumes no liability for any damages arising out of or due to the operation of un-insulated systems.

**Contract for Asbestos Removal
Page 2**

The "client" agrees to reimburse Victory Environmental LLC for any reasonable costs incurred due to the cancellation of this agreement and any costs associated with the collection of past due invoices submitted to the owner for completed work. (Minimum charge for cancellation after contract is signed \$ 250.00).

The "client" agrees to pay Victory Environmental LLC, upon verification of the completion of work, The following sum:

Scope of Service & Breakdown of Costs:

- Utilizing full containment methods, dismantle and split boiler, remove and dispose of asbestos gaskets from sections, clean boiler components and remove from the basement
\$ 3,592.00
- Visual & Air Clearance Fee \$ 400.00

Total \$ 3,992.00

Abatement will be completed in approximately 2 days

PAYMENT TERMS: Payment due in full upon completion

AUTHORIZATION TO PROCEED

I/We _____ agree to all the terms as defined above and authorize Victory Environmental LLC to schedule and conduct the tasks listed in this proposal.

Print (F, Last) Title

Signature

Date

Building Systems Agreement

Proposal Number: Opp-1937411
Proposal Name: Pejepscot boiler replacement
Date: 7-24-16

Provider: (“Honeywell”)
Honeywell International Inc.,
501 County Road
Westbrook, Maine 04092

Customer: (“Customer”)
Town of Topsham
100 Main Street,
Topsham, ME 04086
Contact Person: Pam Leduc
Phone #:
Email address:

Work Site Location Name: Pejepscot
Work Site Location Address: 2 Pejepscot Rd Topsham

Scope of Work: Honeywell shall provide the following equipment and services (“the Work”) in accordance with the attached work scope documents and General Terms and Conditions, which form a part of this Agreement.

Scope Details: Scope of Work: Honeywell to install new boiler, install existing duel fuel burner, modify breeching for new boiler, connection of all electrical and control wiring, re-install piping and insulation. Perform start up.

Scope Details:

- Install new Weil McClain boiler.
- Assemble boiler sections.
- Install fuel burner to new boiler.
- Install new welded black iron breeching.
- Reconnect existing oil fuel lines to boiler.
- Reconnect electrical wiring associated with new boiler.
- Reconnect associated controls for new boiler.
- Install new pipe insulation
- Start up and commissioning of boiler

Clarifications:

- **Town of Topsham is responsible for the abatement of all asbestos and boiler removal prior to boiler installation.**
- **Work to be conducted during normal working hours.**

Price: Twenty Five Thousand Five Hundred (\$26,500) U.S. Dollars (as it may be adjusted pursuant to the Agreement, the “Price”)

Sales Tax will be invoiced separately Use Tax is included in the price This sale is tax exempt

Payment: Upon Customer acceptance of this proposal or contract execution, whichever occurs first, the Customer shall pay Honeywell or percent (%) of the Price. Such payment shall be used for engineering, drafting, and other mobilization costs reasonably incurred prior to on-site installation.

This proposal is valid for 30 days.

Proposal Submitted By: Kevin Massey
(Signature)

Name: **Kevin Massey**
Title: **Account Manager**

Acceptance: This proposal and the pages attached shall become an Agreement in accordance with Section 13 of the General Terms and Conditions below only upon signature below by an authorized representative of Honeywell and Customer, subject to credit approval by Honeywell.

Accepted by:

HONEYWELL INTERNATIONAL INC.,
through its **Honeywell Building Solutions business unit**

CUSTOMER: Town of Topsham

Signature: By: _____
Name: _____
Title: Field Manager _____
Date: _____

Signature: By: _____
Name: _____
Title: _____
Date: _____

General Terms and Conditions

1. WORKING HOURS

Unless otherwise stated, all labor and services under this Agreement will be performed during the hours of 8:00 a.m. - 4:30 p.m. local time Monday through Friday, excluding federal holidays. If for any reason Customer requests Honeywell to furnish any such labor or services outside of the hours of 8:00 a.m. - 4:30 p.m. local time Monday through Friday (or on federal holidays), any overtime or other additional expense occasioned thereby, such as repairs or material costs not included in this Agreement, shall be billed to and paid by Customer.

2. TAXES

2.1 Customer agrees to pay the amount of any new or increased taxes or governmental charges upon labor or the production, shipment, sale, installation, or use of equipment or software which become effective after the date of this Agreement. If Customer claims any such taxes do not apply to transactions covered by this Agreement, Customer shall provide Honeywell with a tax exemption certificate acceptable to the applicable taxing authorities.

2.2 **Tax-Related Cooperation.** Customer agrees to execute any documents and to provide additional reasonable cooperation to Honeywell related to Honeywell tax filings under Internal Revenue Code Section 179D. Honeywell will be designated the sole Section 179D beneficiary.

3. PROPRIETARY INFORMATION

3.1 All proprietary information (as defined herein) obtained by Customer from Honeywell in connection with this Agreement shall remain the property of Honeywell, and Customer shall not divulge such information to any third party without prior written consent of Honeywell. As used herein, the term "proprietary information" shall mean written information (or oral information reduced to writing), or information in machine-readable form, including but not limited to software supplied to Customer hereunder which Honeywell deems proprietary or confidential and characterizes as proprietary at the time of disclosure to Customer by marking or labeling the same "Proprietary", "Confidential", or "Sensitive". The Customer shall incur no obligations hereunder with respect to proprietary information which: (a) was in the Customer's possession or was known to the Customer prior to its receipt from Honeywell; (b) is independently developed by the Customer without the utilization of such confidential information of Honeywell; (c) is or becomes public knowledge through no fault of the Customer; (d) is or becomes available to the Customer from a source other than Honeywell; (e) is or becomes available on an unrestricted basis to a third party from Honeywell or from someone acting under its control. (f) is received by Customer after notification to Honeywell that the Customer will not accept any further information.

3.2 Customer agrees that Honeywell may use nonproprietary information pertaining to the Agreement, and the work performed under the Agreement, for press releases, case studies, data analysis, promotional purposes, and other similar documents or statements to be publicly released. Honeywell may, during and after the Term of this Agreement, compile and use, and disseminate in anonymous and aggregated form, all data and information related to building optimization and energy usage obtained in connection with this Agreement. The rights and obligations in this Section 3 shall survive termination or expiration of this Agreement.

4. INSURANCE OBLIGATIONS

4.1 Honeywell shall, at its own expense, carry and maintain in force at all times from the effective date of the Agreement through final completion of the work the following insurance. It is agreed, however, that Honeywell has the right to insure or self-insure any of the insurance coverages listed below:

- (a) **Commercial General Liability Insurance to include contractual liability, products/completed operations liability with a combined single limit of USD \$2,000,000 per occurrence. Such policy will be written on an occurrence form basis;**
- (b) If automobiles are used in the execution of the Agreement, Automobile Liability Insurance with a minimum combined single limit of USD \$2,000,000 per occurrence. Coverage will include all owned, leased, non-owned and hired vehicles.
- (c) Where applicable, "All Risk" Property Insurance, including Builder's Risk insurance, for physical damage to property which is assumed in the Agreement.
- (d) **Workers' Compensation Insurance Coverage A - Statutory limits and Coverage B-Employer's Liability Insurance with limits of USD \$1,000,000 for bodily injury each accident or disease.**

Honeywell will not issue coverage on a per project basis.

4.2 Prior to the commencement of the Agreement, Honeywell will furnish evidence of said insurance coverage in the form of a Memorandum of Insurance which is accessible at: <http://honeywell.com/sites/moi/>. All insurance required in this Section 4 will be written by companies with a rating of no less than "A- XII" by A.M. Best or equivalent rating agency. Honeywell will endeavor to provide a thirty (30) day notice of cancellation or non-renewal to the Customer. In the event that a self-insured program is implemented, Honeywell will provide adequate proof of financial responsibility.

5. HAZARDOUS SUBSTANCES, MOLD AND UNSAFE WORKING CONDITIONS

5.1 Customer has not observed or received notice from any source (formal or informal) of, nor is it aware of: (a) Hazardous Substances or Mold, either airborne or on or within the walls, floors, ceilings, heating, ventilation and air conditioning systems, plumbing systems, structure, and other components of the Site, or within furniture, fixtures, equipment, containers or pipelines in a Site; or (b) conditions that might cause or promote accumulation, concentration, growth or dispersion of Hazardous Substances or Mold on or within such locations.

5.2 Honeywell is not responsible for determining whether any equipment or the temperature, humidity and ventilation settings used by Customer, are appropriate for Customer and the Site except as specifically provided in an attached Work Scope Document.

5.3 If any such materials, situations or conditions, whether disclosed or not, are discovered by Honeywell or others and provide an unsafe condition for the performance of the work or Services, the discovery of the condition shall constitute a cause beyond Honeywell's reasonable control and Honeywell shall have the right to cease the work or Services until the area has been made safe by Customer or Customer's representative, at Customer's expense. Honeywell shall have the right to terminate this Agreement if Customer has not fully remediated the unsafe condition within sixty (60) days of discovery.

5.4 Customer represents that Customer has not retained Honeywell to discover, inspect, investigate, identify, be responsible for, prevent or remediate Hazardous Substances or Mold or conditions caused by Hazardous Substances or Mold. Honeywell shall have no duty, obligation or liability, all of which Customer expressly waives, for any damage or claim, whether known or unknown, including but not limited to property damage, personal injury, loss of income, emotional distress, death, loss of use, loss of value, adverse health effect or any special, consequential, punitive, exemplary or other damages, regardless of whether such damages may be caused by or otherwise associated with defects in the Work, in whole or in part due to or arising from any investigation, testing, analysis, monitoring, cleaning, removal, disposal, abatement, remediation, decontamination, repair, replacement, relocation, loss of use of building, or equipment and systems, or personal injury, death or disease in any way associated with Hazardous Substances or Mold.

6. WARRANTY

6.1 Honeywell will replace or repair any product Honeywell provides under this Agreement that fails within the warranty period of one (1) year because of defective workmanship or materials, except to the extent the failure results from Customer negligence, fire, lightning, water damage, or any other cause beyond the control of Honeywell. This warranty is effective as of the date of Customer acceptance of the product or the date Customer begins beneficial use of the product, whichever occurs first, and shall terminate and expire one (1) year after such effective date. Honeywell's sole obligation, and Customer's sole remedy, under this warranty is repair or replacement, at Honeywell's election, of the applicable defective products within the one (1) year warranty period. All products repaired or replaced, if any, are warranted only for the remaining and unexpired portion of the original one (1) year warranty period.

6.2 EXCEPT AS EXPRESSLY PROVIDED IN SECTION 6.1, HONEYWELL MAKES NO REPRESENTATIONS OR WARRANTIES, WHETHER WRITTEN, EXPRESS, IMPLIED, STATUTORY OR OTHERWISE, AND HEREBY DISCLAIMS ALL REPRESENTATIONS AND WARRANTIES, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR PARTICULAR PURPOSE AND ANY AND ALL WARRANTIES REGARDING HAZARDOUS SUBSTANCES OR MOLD. NO EXTENSION OF THIS WARRANTY WILL BE BINDING UPON HONEYWELL UNLESS SET FORTH IN WRITING AND SIGNED BY HONEYWELL'S AUTHORIZED REPRESENTATIVE.

7. INDEMNITY

Customer agrees to indemnify, defend and hold harmless Honeywell and its officers, directors, employees, affiliates and agents (each, an "indemnitee") from and against any and all actions, lawsuits, losses, damages, liabilities, claims, costs and expenses (including, without limitation, reasonable attorneys' fees) caused by, arising out of or relating to Customer's breach or alleged breach of this Agreement or the negligence or willful misconduct (or alleged negligence or willful misconduct) of Customer or any other person under Customer's control or for whom Customer is responsible. **WITHOUT LIMITING THE FOREGOING, TO THE FULLEST EXTENT ALLOWED BY LAW, CUSTOMER SHALL INDEMNIFY AND HOLD HONEYWELL AND EACH OTHER INDEMNITEE HARMLESS FROM AND AGAINST ANY AND ALL CLAIMS AND COSTS OF WHATEVER NATURE, INCLUDING BUT NOT LIMITED TO, CONSULTANTS' AND ATTORNEYS' FEES, DAMAGES FOR BODILY INJURY AND PROPERTY DAMAGE, FINES, PENALTIES, CLEANUP COSTS AND COSTS ASSOCIATED WITH DELAY OR WORK STOPPAGE, THAT IN ANY WAY RESULTS FROM OR ARISES UNDER THE BREACH OF THE REPRESENTATIONS AND WARRANTIES OF CUSTOMER IN SECTION 5, THE EXISTENCE OF MOLD OR A HAZARDOUS SUBSTANCE AT A SITE, OR THE OCCURRENCE OR EXISTENCE OF THE SITUATIONS OR CONDITIONS DESCRIBED IN SECTION 5, WHETHER OR NOT CUSTOMER PROVIDES HONEYWELL ADVANCE NOTICE OF THE EXISTENCE OR OCCURRENCE AND REGARDLESS OF WHEN THE HAZARDOUS SUBSTANCE OR OCCURRENCE IS DISCOVERED OR OCCURS.** Customer may not enter into any settlement or consent to any judgment without the prior written approval of each indemnitee. This Section 7 shall survive termination or expiration of this Agreement for any reason.

8. LIMITATION OF LIABILITY

NOTWITHSTANDING ANY OTHER PROVISION OF THIS AGREEMENT, (I) IN NO EVENT WILL HONEYWELL BE LIABLE FOR ANY INCIDENTAL, CONSEQUENTIAL, SPECIAL, PUNITIVE, EXEMPLARY, STATUTORY, OR INDIRECT DAMAGES, LOSS OF PROFITS, REVENUES, OR USE, OR THE LOSS OR CORRUPTION OF DATA OR UNAUTHORIZED ACCESS TO OR USE OR MISAPPROPRIATION OF DATA BY THIRD PARTIES, EVEN IF INFORMED OF THE POSSIBILITY OF ANY OF THE FOREGOING, AND (II) THE AGGREGATE LIABILITY OF HONEYWELL FOR ANY CLAIMS ARISING OUT OF OR RELATED TO THIS AGREEMENT WILL IN NO CASE EXCEED THE PRICE. TO THE EXTENT PERMITTED BY APPLICABLE LAW, THESE LIMITATIONS AND EXCLUSIONS WILL APPLY WHETHER LIABILITY ARISES FROM BREACH OF CONTRACT, INDEMNITY, WARRANTY, TORT, OPERATION OF LAW, OR OTHERWISE.

9. EXCUSABLE DELAYS

Honeywell shall not be liable for damages caused by delay or interruption in Services due to fire, flood, corrosive substances in the air, strike, lockout, dispute with workmen, inability to obtain material or services, commotion, war, acts of God, the presence of Hazardous Substances or Mold, or any other cause beyond Honeywell's reasonable control. Should any part of the system or any Equipment be damaged by fire, water, lightning, acts of God, the presence of Hazardous Substances or Mold, third parties, or any other cause beyond the control of Honeywell, any repairs or replacement shall be paid for by Customer. In the event of any such delay, date of shipment or performance shall be extended by a period equal to the time lost by reason of such delay, and Honeywell shall be entitled to recover from Customer its reasonable costs, overhead, and profit arising from such delay.

10. PATENT INDEMNITY

10.1 Honeywell shall, at its expense, defend or, at its option, settle any suit that may be instituted against Customer for alleged infringement of any United States patents related to the hardware or software manufactured and provided by Honeywell under this Agreement ("the equipment"), provided that a) such alleged infringement consists only in the use of such equipment by itself and not as part of, or in combination with, any other devices, parts or software not provided by Honeywell hereunder, b) Customer gives Honeywell immediate notice in writing of any such suit and permits Honeywell, through counsel of its choice, to answer the charge of infringement and defend such suit, and c) Customer gives Honeywell all needed information, assistance and authority, at Honeywell's expense, to enable Honeywell to defend such suit.

10.2 If such a suit has occurred, or in Honeywell's opinion is likely to occur, Honeywell may, at its election and expense: a) obtain for Customer the right to continue using such equipment; b) replace, correct or modify it so that it is not infringing, or if neither a) or b) is feasible, then c) remove such equipment and grant Customer a credit therefore, as depreciated.

10.3 In the case of a final award of damages in any such suit, Honeywell will pay such award. Honeywell shall not, however, be responsible for any settlement made without its written consent.

10.4 THIS SECTION 10 STATES HONEYWELL'S TOTAL LIABILITY AND CUSTOMER'S SOLE REMEDY FOR ANY ACTUAL OR ALLEGED INFRINGEMENT OF ANY PATENT BY THE HARDWARE MANUFACTURED AND PROVIDED BY HONEYWELL HEREUNDER.

11. SOFTWARE LICENSE

All software provided in connection with this Agreement shall be licensed and not sold. The end user of the software will be required to sign a license agreement with provisions limiting use of the software to the equipment provided under these specifications, limiting copying, preserving confidentiality, and prohibiting transfer to a third party. Licenses of this type are standard for computer-based equipment of the type covered by this Agreement. Customer shall be expected to grant Honeywell access to the end user for purposes of obtaining the necessary software license.

12. DISPUTE RESOLUTION

With the exception of any controversy or claim arising out of or related to the installation, monitoring, and/or maintenance of fire and/or security systems, the Parties agree that any controversy or claim between Honeywell and Customer arising out of or relating to this Agreement, or the breach thereof, shall be settled by arbitration in a neutral venue, conducted in accordance with the Construction Industry Arbitration Rules of the American Arbitration Association. Any award rendered by the arbitrator shall be final, and judgment may be entered upon it in accordance with applicable law in any court having jurisdiction thereof. Any controversy or claim arising out of or related to the installation, monitoring, and/or maintenance of systems associated with security and/or the detection of, and/or reduction of risk of loss associated with fire shall be resolved in a court of competent jurisdiction.

13. ACCEPTANCE OF THE CONTRACT

This proposal and the pages attached shall become an Agreement upon signature above by Honeywell and Customer. The terms and conditions are expressly limited to the provisions hereof, including Honeywell's General Terms and Conditions attached hereto, notwithstanding receipt of, or acknowledgment by, Honeywell of any purchase order, specification, or other document issued by Customer. Any additional or different terms set forth or referenced in Customer's purchase order are hereby objected to by Honeywell and shall be deemed a material alteration of these terms and shall not be a part of any resulting order.

14. MISCELLANEOUS

14.1 This Agreement represents the entire Agreement between Customer and Honeywell for the Work described herein and supersedes all prior negotiations, representations or Agreements between the Parties related to the work described herein.

14.2 None of the provisions of this Agreement shall be modified, altered, changed or voided by any subsequent Purchase Order or other document unilaterally issued by Customer that relates to the subject matter of this Agreement. This Agreement may be amended only by written instrument signed by both Parties.

14.3 This Agreement shall be governed by the law of the State where the work is to be performed.

14.4 Any provision or part of this Agreement held to be void or unenforceable under any laws or regulations shall be deemed stricken, and all remaining provisions shall continue to be valid and binding upon Honeywell and Customer, who agree that this Agreement shall be reformed to replace such stricken provision or part thereof with a valid and enforceable provision that comes as close as possible to expressing the intention of the stricken provision.

14.5 Customer may not assign its rights or delegate its obligations under this Agreement, in whole or in part, without the prior written consent of Honeywell. Honeywell may assign its right to receive payment to a third party.

15. TERMS OF PAYMENT

Subject to Honeywell's approval of Customer's credit, payment terms are as follows:

Progress Payments - Honeywell will invoice at least monthly for all materials delivered to the job site or to an off-site storage facility and for all installation, labor, and services performed, both on and off the job site. Customer agrees to pay the full amounts invoiced, less retainage, upon receipt of the invoice at the address specified by the Customer. Invoices not paid within thirty (30) days of the invoice date are past due and accrue interest from the invoice date to the date of payment at the rate of one percent (1%) per month, compounded monthly, or the highest legal rate then allowed.

Retainage - Customer shall not withhold, as retainage, a greater percentage than is withheld from Customer under a prime contract, if applicable. Customer shall pay all retainage to Honeywell within 30 days after Honeywell's work is substantially complete.

Suspension of work - If Honeywell, having performed work per Agreement requirements, does not receive payment within thirty (30) days after submission of a Honeywell invoice, Honeywell may suspend work until Customer provides remedy.

16. WORK BY OTHERS

16.1 Unless otherwise indicated, the following items are to be furnished and installed by others: electric wiring and accessories, all in-line devices (including but not limited to flow tubes, hand valves, orifice plates, orifice flanges, etc.), pipe and pipe penetrations including flanges for mounting pressure and level transmitters, temperature sensors, vacuum breakers, gauge glasses, water columns, equipment foundations, riggings, steam tracings, and all other items and work of like nature. Automatic valve bodies and dampers furnished by Honeywell are to be installed by others.

16.2 Services Honeywell will provide under this Agreement specifically exclude professional services which constitute the practice of architecture or engineering unless specifically set forth in the Scope of Work. Customer or Owner will specify all performance and design criteria that Honeywell will follow in performing Work under this Agreement. If professional design services or certifications by a design professional related to systems, materials, or equipment is required, such services and certifications are the responsibility of others. To the fullest extent permitted by law, Customer shall indemnify and hold harmless Honeywell and its agents and employees from and against any and all claims, damages, losses and expenses, including but not limited to attorneys' fees, that in any way result from or arise under breach of the representations in this Section 16. This indemnification shall survive termination of this Agreement for whatever reason. Nothing in this Section 16 shall be construed to require that Customer indemnify and hold harmless Honeywell from claims and costs resulting from Honeywell's negligent actions or willful misconduct.

17. DELIVERY

Delivery of equipment not agreed on the face hereof to be installed by or with the assistance of Honeywell shall be F.O.B. at Honeywell's factory, warehouse, or office selected by Honeywell. Delivery of equipment agreed on the face hereof to be installed by or with the assistance of Honeywell shall be C.I.F. at site of installation.

18. DAMAGE OR LOSS

Honeywell shall not be liable for damage to or loss of equipment and software after delivery to destination determined by this Agreement or any applicable prime contract. If thereafter, and prior to payment in full to Honeywell by Customer, any such equipment or software is damaged or destroyed by any cause whatsoever, other than by the fault of Honeywell, the Customer agrees promptly to pay or reimburse Honeywell for such loss.

19. TERMINATION

19.1 By Customer. Customer may terminate this Agreement for cause if Honeywell defaults in the performance of any material term of this Agreement, or fails or neglects to carry forward the Work in accordance with this Agreement, after giving Honeywell written notice of its intent to terminate. If Honeywell has not, within seven (7) business days after receipt of such notice, acted to remedy and make good such deficiencies, Customer may terminate this Agreement and take possession of the site together with all materials thereon, and move to complete the Work itself expeditiously. Upon request of Honeywell, Customer will furnish to Honeywell a detailed accounting of the costs incurred by Customer in finishing the Work. If the unpaid balance of the contract price exceeds the expense of finishing the Work, the excess shall be paid to Honeywell, but if the expense exceeds the unpaid balance, Honeywell shall pay the difference to Customer.

19.2 By Honeywell. Honeywell may terminate this Agreement for cause (including, but not limited to, Customer's failure to make payments as agreed herein) after giving Customer written notice of its intent to terminate. If, within seven (7) days following receipt of such notice, Customer fails to make the payments then due, or otherwise fails to cure or perform its obligations, Honeywell may, by written notice to Customer, terminate this Agreement and recover from Customer payment for Work executed and for losses sustained for materials, tools, construction equipment and machinery, including but not limited to, reasonable overhead, profit and applicable damages.

20. CHANGES IN THE WORK

20.1 A Change Order is a written order signed by Customer and Honeywell authorizing a change in the Work or adjustment in the price or a change to the schedule.

20.2 Customer may request Honeywell to submit proposals for changes in the Work, subject to acceptance by Honeywell. If Customer chooses to proceed, such changes in the Work will be authorized by a Change Order. Unless otherwise specifically agreed to in writing by both parties, if Honeywell submits a proposal pursuant to such request but Customer chooses not to proceed, Customer shall issue a Change Order to reimburse Honeywell for any and all costs incurred in preparing the proposal.

20.3 Honeywell may make a written request to Customer to modify this Agreement based on the receipt of, or the discovery of, information that that Honeywell believes will cause a change to the scope, price, schedule, level of performance, or other facet of the Agreement. Honeywell will submit its request to Customer within a reasonable time after receipt of, or the discovery of, information that Honeywell believes will cause a change to the scope, price, schedule, level of performance, or other facet of the Agreement. This request shall be submitted by Honeywell before proceeding to execute the Work, except in an emergency endangering life or property, in which case Honeywell shall have the authority to act, in its discretion, to prevent threatened damage, injury or loss. Honeywell's request will include information necessary to substantiate the effect of the change and any impacts to the Work, including any change in schedule or contract price. If Honeywell's request is acceptable to Customer, Customer will issue a Change Order consistent therewith. If Customer and Honeywell cannot agree on the amount of the adjustment in the Price, or the Schedule, it shall be determined pursuant to the Dispute Resolution provisions of this Agreement. Any change in the Price or the Schedule resulting from such claim shall be authorized by Change Order.

21. ACCEPTANCE OF THE WORK

Upon receipt of notice by Honeywell that the Work is ready for final inspection and acceptance, Customer will make such final inspection and issue acceptance within three (3) business days. Acceptance will be in a form provided by Honeywell, stating that to the best of Customer's knowledge, information and belief, and on the basis of Customer's on-site visits and inspections, the Work has been fully completed in accordance with the terms and conditions of this Agreement. If Customer finds the Work unacceptable due to non-compliance with a material element of this Agreement, which non-compliance is due solely to the fault of Honeywell, Customer will notify Honeywell in writing within the three (3) business days setting forth the specific reasons for non-acceptance. Customer agrees that failure to inspect and/or failure to issue proper notice of non-acceptance within three (3) business days shall constitute final acceptance of the Work under this Agreement. Customer further agrees that partial or beneficial use of the Work by Customer or Owner prior to final inspection and acceptance will constitute acceptance of the Work under this Agreement. To the fullest extent permitted by law, Customer shall indemnify and hold harmless Honeywell and its agents and employees from and against any and all claims, damages, losses and expenses, including but not limited to attorneys' fees, that in any way result from or arise under breach of the representations in this Section 21. This indemnification shall survive termination of this Agreement for whatever reason. Nothing in this Section 21 shall be construed to require that Customer indemnify and hold harmless Honeywell from claims and costs resulting from Honeywell's negligent actions or willful misconduct.

22. DEFINITIONS

22.1 "Hazardous substance" includes all of the following, and any by-product of or from any of the following, whether naturally occurring or manufactured, in quantities, conditions or concentrations that have, are alleged to have, or are believed to have an adverse effect on human health, habitability of a Site, or the environment: (a) any dangerous, hazardous or toxic pollutant, contaminant, chemical, material or substance defined as hazardous or toxic or as a pollutant or contaminant under state or federal law, and (b) any petroleum product, nuclear fuel or material, carcinogen, asbestos, urea formaldehyde, foamed-in-place insulation, polychlorinated biphenyl (PCBs), and (c) any other chemical or biological material or organism, that has, is alleged to have, or is believed to have an adverse effect on human health, habitability of a Site, or the environment.

22.2 "Mold" means any type or form of fungus or biological material or agent, including mold, mildew, moisture, yeast and mushrooms, and any mycotoxins, spores, scents, or by-products produced or released by any of the foregoing. This includes any related or any such conditions caused by third parties.

22.3 "Covered Equipment" means the equipment covered by the Services to be performed by Honeywell under this Agreement, and is limited to the equipment included in the respective work scope attachments.

Board of Selectmen Meeting

For the date of: 08/16/2018

Type of Item:

- Board or Committee Presentation
 Consent Agenda Item
 Public Hearing
 Unfinished Business
 New Business
 Executive Session
 Workshop

Type of Submission:

- Regular Submission
 Additional Agenda Item
 Additional Information

Agenda Number: 18-67

(If this is Unfinished Business, please remember to research and enter the original agenda number above. For Regular Agenda items, the Secretary will assign a number.)

Brief Title of consent or Agenda Item: Consideration and any appropriate action on Police Department's acceptance of Criminal Forfeiture Assets.

Brief Description of Consent or Agenda Item: The Police Department seeks permission to accept Criminal Forfeiture Assets in the amount of \$1,050.00 in U.S. currency. These funds represent the agencies contribution to the criminal investigation. The approval has been submitted for review and must have the appropriate Municipal Officer signature, along with the impression of the Municipal Legislative Body Seal.

Submitted by: Christopher A. Lewis, Chief of Police

Date: 08/08/2018

STATE OF MAINE
Sagadahoc, ss

SUPERIOR COURT
Civil Action
Docket No. CV-18-

State of Maine	}	
	}	
v.	}	Municipality of Topsham
	}	Approval of Transfer
	}	15 M.R.S.A. §5824(3) & §5822(4)(A)
Kyle Rivers,	}	
Defendant;	}	
	}	
And	}	
	}	
\$10,500.00 U.S. Currency	}	
Defendant(s) In Rem	}	

NOW COMES the municipality of Topsham, Maine, by and through its municipal officers, and does hereby grant approval pursuant to 15 M.R.S.A. § 5824(3) & §5826(6) to the transfer of the above captioned Defendant(s) in Rem (\$1,050.00 U.S. Currency), or any portion thereof, on the grounds that the Topsham Police Department did make a substantial contribution to the investigation of this or a related criminal case.

WHEREFORE, the municipality of Topsham, Maine does hereby approve of the transfer of the Defendant(s) in Rem, or any portion thereof, pursuant to 15 M.R.S.A. § 5824(3) & §5826(6) by vote of the Topsham municipal legislative body on or about

_____.

Dated: _____

Municipal Officer
Topsham, Maine
(Impress municipal legislative body seal here)

Board of Selectmen Meeting

For the date of: 08/16/2018

Type of Item:

- Board or Committee Presentation
- Consent Agenda Item
- Public Hearing
- Unfinished Business
- New Business
- Executive Session
- Workshop

Type of Submission:

- Regular Submission
- Additional Agenda Item
- Additional Information

Agenda Number: 18-68

(If this is Unfinished Business, please remember to research and enter the original agenda number above. For Regular Agenda items, the Secretary will assign a number.)

Brief Title of consent or Agenda Item: Consideration and any appropriate action on appointing an interim Assessor.

Brief Description of Consent or Agenda Item: See memo

Submitted by: Rich Roedner, Town Manager **Date:** 08-06-2018

MEMORANDUM

To: Board of Selectmen
From: Richard Roedner, Town Manager
Date: August 6, 2018
Re: Appointment of David Sawyer as Interim Assessor

This item is before you seeking the appointment of David Sawyer as our Interim Assessor, brought about by the departure of Justin Hennessey, our soon to be former Assessor.

David is proposing a short term position at \$450 per day (about \$56.00 per hour), with no benefits. This is not too much more than Justin's current wages plus benefits.

The scope of this contract is as follows:

"This assumes that a substantial part of the permit work (new construction), personal property, exemption applications, and other assessments have been completed. I spoke with Justin Hennessey and it is his hope this work will be done by the time he leaves on August 17. The scope of the assignment is to total up all real and personal property, including exempt property and properties affected by Tax Increment Financing, so that that the 2018 assessment can be deemed complete and the tax rate can be established. At that point a file will be prepared to be sent to the Trio tax collection system and data would be cross-checked and balanced, so that the Tax Collector can proceed with tax billing. Also, included would be preparation of the Maine Valuation Return and other required State assessing documents."

The length of time is somewhat variable, but the agree upon estimate is:

"It is estimated that the time period for the assessing services would be from August 20 to September 15th with the goal that the tax commitment would be completed by September 15. It is estimated that the time required for the task would be up to ten days of work. Compensation would be at the rate of \$450.00 per day.

At this writing, David and I are still discussing the particulars, but they will be ironed out prior to the BoS meeting.

Rich Roedner

From: David Sawyer <dgsawyer@gmail.com>
Sent: Friday, July 27, 2018 4:46 PM
To: Rich Roedner
Cc: Elizabeth Sawyer
Subject: Assessing Services

Richard,

To reiterate our phone conversation, this is what I would propose so that the Town of Topsham can finish their 2017-18 tax commitment. This assumes that a substantial part of the permit work (new construction), personal property, exemption applications, and other assessments have been completed. I spoke with Justin Hennessey and it is his hope this work will be done by the time he leaves on August 17. The scope of the assignment is to total up all real and personal property, including exempt property and properties affected by Tax Increment Financing, so that the 2018 assessment can be deemed complete and the tax rate can be established. At that point a file will be prepared to be sent to the Trio tax collection system and data would be cross-checked and balanced, so that the Tax Collector can proceed with tax billing. Also, included would be preparation of the Maine Valuation Return and other required State assessing documents.

It is estimated that the time period for the assessing services would be from August 20 to September 15th with the goal that the tax commitment would be completed by September 15. It is estimated that the time required for the task would be up to ten days of work. Compensation would be at the rate of \$450.00 per day.

David Sawyer
207-807-8501

Total Control Panel

[Login](#)

To: rroedner@topshammaine.com

Message Score: 30

High (60): Pass

From: dgsawyer@gmail.com

My Spam Blocking Level: Medium

Medium (75): Pass

Low (90): Pass

[Block this sender](#)

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This message was delivered because the content filter score did not exceed your filter level.

Board of Selectmen Meeting

For the date of: 08/16/2018

Type of Item:

- Board or Committee Presentation
- Consent Agenda Item
- Public Hearing
- Unfinished Business
- New Business
- Executive Session
- Workshop

Type of Submission:

- Regular Submission
- Additional Agenda Item
- Additional Information

Agenda Number: 18-69

(If this is Unfinished Business, please remember to research and enter the original agenda number above. For Regular Agenda items, the Secretary will assign a number.)

Brief Title of consent or Agenda Item: Consideration and any appropriate action purchasing MUNIS municipal software package.

Brief Description of Consent or Agenda Item: See memo

Submitted by: Rich Roedner, Town Manager **Date:** 08-06-2018

MEMORANDUM

To: Board of Selectmen
From: Richard Roedner, Town Manager
Date: August 7, 2018
Re: Financial Software bid award

Over the past couple of years, we have talked multiple times about the difficulties we have with our current financial software package. While inexpensive, it poses problems for us regularly, and remedies are often not quickly made. In last year's budget, Town Meeting approved an expenditure for a new software package of \$220,000, based on estimates received in the winter of 17/18.

After creating a staff committee to review our needs/desires in a software package, we went out to bid this spring. In addition to advertising the bid, we sent notices to specific software companies that we knew of, including the company that currently provides us with our software (the parent company has other products that we thought we should consider). In addition, we were contacted by more than one company that asked for our bid documents. Ultimately, we received only one proposal, from Tyler Technologies in Falmouth. Their product, MUNIS, is a robust software package that has a good reputation as being stable, effective and adaptable. MUNIS is also compatible with VISION and the Secy. of State software packages for vehicles and various state permits. (The MUNIS proposal has been on the desk in your office for you to review).

We have met with representatives from Tyler to hone the proposal down from about \$280,000 closer to our budgeted level. In addition, we have talked to other communities, our auditor, and ION Networking (our computer IT consultants) for references and experience.

Based on this work, we recommend that Tyler Technologies be awarded the bid for the purchase of its MUNIS software package, which comes in two formats: self-hosted and cloud based.

To self-host the software, the first year cost will be about \$234,247. The second year will be about \$30,178, and the third year about \$31,439, for a three-year total of \$295,867. The cloud hosted costs would be \$204,244 in year one, then \$52,920 each of the next two years, for a three-year total of \$310,084. Assuming years 4 and 5 follow the same pattern (5% increases), the additional costs would add \$77,670 for self-hosted versus another \$106,000 for the cloud hosted site. As an aside, we can switch to the cloud hosted version anytime we choose.

Additional costs include new printers (in both cases) as well as a new server. With the self-hosted system, the server would have to be purchased a year earlier than if cloud-based. In either case, the server (this is our main server unit) would be about \$28,000, and it would have separate drives inside to replace our other server. Based on conversations with ION, security for either system is about the same. For the cloud based system, ION would also recommend a second internet connection to help ensure that we never lose access to the software.

The other alternative is to further investigate different options.

For funding, I would propose the following:

Capital line for software	\$220,000.00
Balance from phone system	\$ 4,649.40
Balance from previous years	
Office Equip	\$ 1,310.90
Balance from FY 18	
Office Equip	\$ 11,901.46

These total \$237,861.76. The remainder can be used for costs associated with new equipment (printers) as needed.

For future consideration, the purchase of a new server can be financed via our FY 19 Office Equipment line, along with other remaining funds from in the Capital Budget stemming from the savings on the DPW roadside mower.

Town of Topsham, ME				
Self Hosted vs. SaaS comparison				
Munis Self-Hosted	Year One	Year 2	Year 3	Self-Hosted
Software (Includes a 40% software license discount)	\$ 77,087			
Services	\$ 147,372			
3rd Party Hardware	\$ 3,952			
Maintenance	\$ 23,343	\$ 24,043	\$ 25,005	
Tyler Systems Management	\$ 5,836	\$ 6,128	\$ 6,434	
Subtotal	\$ 257,590			
1 Year maintenance waived	\$ (23,343)			
TOTAL	\$ 234,247	\$ 30,171	\$ 31,439	\$ 295,857
Payment Terms: 25% on signing; 60% when made available for download; last 15% - 180 days from being made available for download				
<i>Note: The first two invoices are typically sent within 30 days of signing</i>				
Software:		25%	60%	15%
	\$ 19,271.75	\$ 46,252.20	\$ 11,563.05	\$ 77,087.00
Services are billed as incurred				
Munis SaaS - Services paid as incurred				
Annual Fee	\$ 52,920	\$ 52,920	\$ 52,920	
Services	\$ 147,372			
3rd Party Hardware	\$ 3,952			
TOTAL	\$ 204,244	\$ 52,920	\$ 52,920	\$ 310,084
Travel is not included				
<i>SaaS fees are paid annually, in advance and are not waived in year one.</i>				
<i>Services are billed as they are incurred.</i>				
				\$ 103,361