

Charles L. Waite, III, Chair
Madeline S. Mooney, Vice Chair
John M. Daley
Lindsey M. Perry
Robert N. Winn, Jr.



**Ogunquit Select Board
Tuesday, September 3, 2019
Dunaway Community Center
23 School Street**

AGENDA

5:15 p.m. Workshop

- Interview applicants for Town Committees

6:00 p.m. Meeting

- 1.0 Call to Order
- 1.1 Roll Call
- 1.2 Pledge of Allegiance

2.0 Meeting Minutes

- 2.1 August 20, 2019
- 2.2 August 22, 2019

3.0 Public Hearings – Liquor & Amusement - None

4.0 Presentations, Proclamations, Resolutions & Communications - None

5.0 Appointments & Resignations

- 5.1 Confirmation of the Town Manager's Appointment of Thomas J. Torno as Public Works Director
- 5.2 Committee Resignations
- 5.3 Committee Appointments
 - a) Conservation Commission
 - b) Harbor Committee
 - c) Heritage Museum Committee
 - d) Historic Preservation Commission
 - e) Marginal Way Committee
 - f) Shellfish Conservation Commission

6.0 Unfinished Business

- 6.1 Consideration of a Proposed Charter Amendment to Article VIII Section 804 "Recall of Elected Officials" to be on the November Special Town Meeting Warrant

7.0 Town Manager's Report

8.0 New Business

- 8.1 Award of a 2-year heating fuel contract to Eastern Propane Gas, Inc.
- 8.2 Set the date for the second meeting in September
- 8.3 Review of draft Town Meeting Warrant

9.0 Citizens Comments (for Town topics not on the Agenda)

The Select Board welcomes public comments and questions about Town-related issues that are not on the agenda. We ask that people keep comments on point and within 3 minutes.

10.0 Other Business

- 10.1 Select Board Reports and Announcements

11.0 Adjournment

Upcoming meeting and events (please check the web site for any changes)

Sept. 2 Labor Day - Town Office Closed

Sept. 3 Select Board Meeting

Sept. 6 Nomination Papers due: Select Board (1 seat); Budget Review Committee (1 seat)

Second meeting in September: To be voted on at the Sept. 3 Select Board meeting

Oct. 1 Select Board Meeting

Oct. 15 Select Board Meeting

Nov. 5 Special Town Meeting

Committee Interviews

5:15pm	Martin Crosby	Conservation Commission
5:25pm	Gail Brother	Marginal Way Committee
5:35pm	Patience Sundaresan	Conservation Commission
5:45pm	Heath Ouellette	Budget Review Committee

Application for Appointment to Town Committees or Boards

TOWN OF OGUNQUIT, MAINE

Town of Ogunquit, Maine

Town Clerk's Office

23 School Street, PO Box 875

Ogunquit, Maine 03907

Telephone: (207) 646-9546 townclerk@townofogunquit.org

Received in the
Town Clerk's Office

on 08/30/19

at 1:30

Rec. by CLM

Town Clerk

NAME: Martin F. Crosby

RESIDENCE: 04

MAILING (if different): 04

E-MAIL PHONE

New appointment Request for reappointment

Please check your choice(s). List by priority by marking 1, 2, 3 if more than one selection.

- Age Friendly Community Committee
- Bicycle-Pedestrian Committee
- Board of Assessment Review
- Budget Review Committee
- Comprehensive Plan Committee
- Conservation Commission
- Harbor Committee
- Heritage Museum Committee
- Historic Preservation Commission
- Marginal Way Committee
- Ogunquit Village School Re-use
- Parks & Recreation Committee
- Performing Arts Committee
- Planning Board
- Shellfish Conservation Commission
- Sustainability Committee
- Zoning Board of Appeals
- Other areas of interest (describe below)

Relevant experience (including service on other Boards/Committees)

DOG PARK FINDER
PARKING COMTE. - got the Big Wreath on the
BEACH COMTE. Marginal Way "Lighthouse"

- I am a: (check those that apply)
- Resident
 - Seasonal Resident
 - Registered to Vote in Ogunquit
 - Ogunquit Property Owner (residential)
 - Ogunquit Property Owner (business)
 - Non-resident
 - Non-resident (business owner)
 - Non-resident (work in town)

Reasons for wanting to serve on this committee: I think, know I have
ideas that would benefit the town. I have the
interest & the time available to pursue this
interest. I have lived in town for 40+ years,
previous bus. owner.

Martin F. Crosby Aug 30, 2019
Signature of Applicant Date

Application for Appointment to Town Committees or Boards

Town of Ogunquit, Maine

Town Clerk's Office

23 School Street, PO Box 875

Ogunquit, Maine 03907

Telephone: (207) 646-9546 townclerk@townofogunquit.org

TOWN OF OGUNQUIT, MAINE
Received in the
Town Clerk's Office
on _____
at _____
Rec by _____
Town Clerk

NAME: Gail Brothier
RESIDENCE: _____
MAILING (If different): _____
E-MAIL: _____ PHONE: _____
New appointment Request for reappointment

Please check your choice(s). List by priority by marking 1, 2, 3 if more than one selection.

- | | |
|---|---|
| <input type="checkbox"/> Age Friendly Community Committee | <input checked="" type="checkbox"/> Marginal Way Committee |
| <input type="checkbox"/> Bicycle-Pedestrian Committee | <input type="checkbox"/> Ogunquit Village School Re-use |
| <input type="checkbox"/> Board of Assessment Review | <input type="checkbox"/> Parks & Recreation Committee |
| <input type="checkbox"/> Budget Review Committee | <input type="checkbox"/> Performing Arts Committee |
| <input type="checkbox"/> Comprehensive Plan Committee | <input type="checkbox"/> Planning Board |
| <input type="checkbox"/> Conservation Commission | <input type="checkbox"/> Shellfish Conservation Commission |
| <input type="checkbox"/> Harbor Committee | <input type="checkbox"/> Sustainability Committee |
| <input type="checkbox"/> Heritage Museum Committee | <input type="checkbox"/> Zoning Board of Appeals |
| <input type="checkbox"/> Historic Preservation Commission | <input type="checkbox"/> Other areas of interest (describe below) |

Relevant experience (including service on other Boards/Committees) _____

President - Briar Bank Condo Assoc.

I am a: (check those that apply)

- | | | |
|---|---|---|
| <input type="checkbox"/> Resident | <input type="checkbox"/> Seasonal Resident | <input type="checkbox"/> Registered to Vote in Ogunquit |
| <input checked="" type="checkbox"/> Ogunquit Property Owner (residential) | <input type="checkbox"/> Ogunquit Property Owner (business) | |
| <input type="checkbox"/> Non-resident | <input type="checkbox"/> Non-resident (business owner) | <input type="checkbox"/> Non-resident (work in town) |

Reasons for wanting to serve on this committee: I am an abutter on the Marginal Way and enjoy the beauty of the path and the Ocean. It is important to me to preserve the Marginal Way for future generations and serve the committee to the best of my ability. I have attended many meetings and see their need for help.

Gail Brothier
Signature of Applicant

7-29-19
Date

5:35 pm
9/3/2019

TOWN OF OGUNQUIT, MAINE

Application for Appointment to Town Committees or Boards

Town of Ogunquit, Maine
Town Clerk's Office

Received in the
Town Clerk's Office

on 8/29/19
at 11:00 am

23 School Street, PO Box 875
Ogunquit, Maine 03907

Rec. by Deb Burns
Town Clerk

Telephone: (207) 646-9546 townclerk@townofogunquit.org

NAME: Patience Prescott Sundaresan

RESIDENCE: _____

MAILING (if different): _____

E-MAIL: _____

New appointment Request for reappointment

Please check your choice(s). List by priority by marking 1, 2, 3 if more than one selection.

- | | |
|--|---|
| <input type="checkbox"/> Age Friendly Community Committee | <input type="checkbox"/> Marginal Way Committee |
| <input type="checkbox"/> Bicycle-Pedestrian Committee | <input checked="" type="checkbox"/> Ogunquit Village School Re-use 2 |
| <input type="checkbox"/> Board of Assessment Review | <input type="checkbox"/> Parks & Recreation Committee |
| <input type="checkbox"/> Budget Review Committee | <input type="checkbox"/> Performing Arts Committee |
| <input type="checkbox"/> Comprehensive Plan Committee | <input type="checkbox"/> Planning Board |
| <input checked="" type="checkbox"/> Conservation Commission 3 | <input type="checkbox"/> Shellfish Conservation Commission |
| <input type="checkbox"/> Harbor Committee | <input checked="" type="checkbox"/> Sustainability Committee 1 |
| <input type="checkbox"/> Heritage Museum Committee | <input type="checkbox"/> Zoning Board of Appeals |
| <input type="checkbox"/> Historic Preservation Commission | <input type="checkbox"/> Other areas of interest (describe below) |

Relevant experience (including service on other Boards/Committees)

I am an attorney and an artist. President of nonprofit artists group for 6 years. ~~then~~ oversaw renovation of 100 yr old building. One of the founders of The Marshland Project, committed to preserving the marshland.

I am a: (check those that apply)

- | | | |
|---|---|---|
| <input type="checkbox"/> Resident | <input type="checkbox"/> Seasonal Resident | <input type="checkbox"/> Registered to Vote in Ogunquit |
| <input checked="" type="checkbox"/> Ogunquit Property Owner (residential) | <input type="checkbox"/> Ogunquit Property Owner (business) | |
| <input type="checkbox"/> Non-resident | <input type="checkbox"/> Non-resident (business owner) | <input type="checkbox"/> Non-resident (work in town) |

Reasons for wanting to serve on this committee:

The Conservation Commission is engaged in many important issues; land acquisition, water quality, sludge, pesticide use & other ordinances, to name a few. I would like to be part of this group to help contribute to the well being of our community.

Signature of Applicant

Date

Patience Prescott Sundaresan

August 26th, 2019

Application for Appointment to Town Committees or Boards

Town of Ogunquit, Maine
Town Clerk's Office

23 School Street, PO Box 875
Ogunquit, Maine 03907

Telephone: (207) 646-9546 townclerk@townofogunquit.org

Received in the
Town Clerk's Office
on 08/16/19
at 8:40
Rec. by CLM
Town Clerk

NAME: Heath Ouellette
RESIDENCE:
MAILING (if different):
E-MAIL: PHONE:
New appointment [X] Request for reappointment []

Please check your choice(s). List by priority by marking 1, 2, 3 if more than one selection.

- Age Friendly Community Committee
Bicycle-Pedestrian Committee
Board of Assessment Review
[X] Budget Review Committee
[X] Comprehensive Plan Committee
Conservation Commission
Harbor Committee
Heritage Museum Committee
Historic Preservation Commission
Marginal Way Committee
Ogunquit Village School Re-use
Parks & Recreation Committee
Performing Arts Committee
[X] Planning Board
Shellfish Conservation Commission
Sustainability Committee
Zoning Board of Appeals
Other areas of interest (describe below)

Relevant experience (including service on other Boards/Committees)
Oversaw federal government grants/budgets up to \$50,000,000. Managed non-profit budgets ranging from \$650,000 to \$10,000,000. Was the Vice President of Student Senate at the University of Maine at Farmington and served as a Student Representative to the University of Maine System Board of Trustees. Worked with non-profit Board of Directors in Director and Executive Director positions. I have worked in community organizations for almost 20 years and lead many teams, ranging from 10 to 150. I also have worked as a Realtor, most recently full-time and have a great understanding for planning and property development.

I am a: (check those that apply)

- [X] Resident [] Seasonal Resident [X] Registered to Vote in Ogunquit
[X] Ogunquit Property Owner (residential) [] Ogunquit Property Owner (business)
[] Non-resident [] Non-resident (business owner) [] Non-resident (work in town)

Reasons for wanting to serve on this committee:

I have strong communication skills, as well as knowledge of real estate and budget development/oversight. I am fair, balanced, and objective in my decision making process.

I believe Ogunquit needs strong leadership in the coming years and I represent many residents, but most especially the part of the community that is not retired, which is often lacking on our committees. I can also help foster an environment where we can respectfully agree to disagree on issues, but still shake each others hands and show that together we are stronger as a community than divided. We are at a critical point and I have done much self reflection and want to be a part of positive change needed for Ogunquit in the years to come. Thank you for your consideration.

Signature of Applicant: Heath Ouellette

Date: 8/16/19



Appointments
&
Resignations

ARTICLE VIII

BOARDS, COMMITTEES AND COMMISSIONS

Section 801 TOWN BOARDS, COMMITTEES AND COMMISSIONS

The Select Board shall appoint a Board of Assessment Review, Planning Board, Zoning Board of Appeals and any other Boards as required by State Statutes. All boards shall conduct their business in accordance with the rules set forth in this Charter. Members of boards required by law shall be registered voters of the Town of Ogunquit. No eligible member may serve on more than one required committee or board simultaneously. Members of appointed Boards, Committees and Commissions, not required by law, shall be registered voters, property owners or full time residents of the Town of Ogunquit. Registered voters and property owners from adjacent municipalities may also be considered for the Select Board's approval of an appointment to an appointed Board, Committee or Commission, provided that the Ogunquit residents, property owners who comprise the respective Board, Committee or Commission are in a majority. The Select Board may also create and appoint members to other Town committees as needed.¹¹

801.1 The Select Board is responsible for each board and committee's purpose (mandate) and direction. The Select Board must select members for each Board required by State statute. The intent of this section is to provide guidance to all official volunteer boards and committees.¹²

A. Organization

1. All Boards and Committees:
 - a. Shall operate under by-laws approved by the Select Board and updated as necessary;
 - b. Shall annually elect a chairperson and vice chairperson, and other officers as are necessary and required by their by-laws. A chairperson or vice chairperson shall not serve simultaneously as a chairperson or vice chairperson on any other board, committee or commission;
 - c. Shall hold meetings at regularly scheduled, or specially scheduled dates and times, in accordance with their by-laws, that are publicized by the Town in advance of all meetings; and
 - d. All meetings shall be open to the public.

¹¹ Charter Revision – Special Town Meeting – November 8, 2016

¹² Charter Revision – Special Town Meeting – November 8, 2016

2. Board and Committee chairpersons:

- a. Shall manage their group according to its by-laws, Select Board directives, and any applicable Town ordinances and state and federal laws;
- b. Shall establish a meeting schedule and set their group's agenda;
- c. Shall keep the Select Board, and any other necessary Town officials, apprised of its work;
- d. Shall run orderly meetings; shall provide for recorded minutes if and whenever necessary, and shall review and approve minutes regularly;
- e. Shall make themselves available, within reason, to the press;
- f. Shall ensure their members receive proper training and understand their roles and responsibilities, including boardsmanship and conflict of interest parameters;
- g. Shall work to recruit new members whenever a vacancy occurs; and
- h. Shall welcome public comment at appropriate segments of their meetings.

B. Procedures

- 1. In developing rules, Boards and Committees shall follow the most recent edition of Robert's Rules of Order.

Section 802 BUDGET REVIEW COMMITTEE

There shall be an elected Budget Review Committee with two (2) appointed alternates to assist the Select Board with budgets and financial planning. The recommendations of the Budget Review Committee will be presented to the public at the Annual Town Meeting when any budget items are being presented for consideration by the voters. Members of said Committee shall be registered voters of the Town. The Budget Review Committee shall adopt such by-laws; as it deems necessary.

802.1 Appointment and Terms

The Budget Review Committee consists of five (5) members who shall be elected at the Annual Town Meeting. As vacancies occur when the terms of previously appointed members end, those vacancies will be filled by election to a three (3) year term.

802.2 The Budget Review Committee will also have a first and a second alternate who are appointed for one year terms by the Select Board.

802.3 Filling of Vacancies

A. If for any reason a vacancy shall occur in the membership of the Budget Review Committee, the vacancy will be filled in the following manner:

1. In the event that the Select Board has previously appointed Alternates to the Budget Review Committee, the first Alternate will succeed to fill the vacancy, the Second Alternate will succeed to First Alternate, and the Select Board will fill the 2nd Alternate vacancy by appointment.
2. In the event that no Alternates have been appointed, the Select Board shall fill the vacancy by appointment.
3. The new Committee member will serve until there is either an Annual or Special Town Meeting. At such time there will be an election to fill the remainder of the original term.

B. Any such election shall be conducted in accordance with the statutes of the State of Maine. In the event that more than one position is to be filled by election, all positions shall be considered "At Large", with the candidates receiving the highest vote totals elected to the longest terms.

C. In the event of a tied election result the Select Board shall schedule a special run-off election to be held within sixty (60)days pursuant to 30-A MRSA § 2528(10).

Section 803 FORFEITURE OF OFFICE

At any time during a term, an appointed municipal board, commission or committee member shall

forfeit office by an affirmative vote of at least a majority plus one of the Select Board, after notice and hearing if required by law, for any of the following reasons:¹³

- 803.1** Lack of any qualifications for the office as prescribed by this Town Charter or by State law.
- 803.2** Violation of any express prohibition of the Town Charter.
- 803.3** A member of any municipal board, commission or committee who has three (3) consecutive unexcused absences from that board, commission or committee meetings or who has an absentee rate of twenty (20%) percent of unexcused absences year to date (including regular and special meetings), during the prior twelve (12) month period, shall be deemed to have created a vacancy on that board, commission or committee resulting in loss of membership on the board, commission or committee. The recording secretary shall be responsible for maintaining accurate attendance records. An absence may be excused only by a vote of the remaining members in attendance at the meeting from which the board, commission or committee member is absent.

Section 804 RECALL OF ELECTED OFFICIALS

Any elected official may be recalled and removed from office by the registered voters of the Town as herein provided.

804.1 Petition for Recall

- A.** Any fifty (50) registered voters of the Town may make and file with the Town Clerk an affidavit, with each signature notarized, containing the name of the officer or official whose removal is sought and a statement of the specific reason(s) why such removal is desired.
- B.** The Town Clerk shall then prepare and sign ten (10) copies of a petition for removal.
- C.** The petition forms must meet the following requirements:
 - 1) each petition form must be signed by the Clerk;
 - 2) each petition form must have attached thereto a copy of the signed affidavit

¹³ Charter Revision – Special Town Meeting – November 8, 2016



Office of the Town Manager

To: Select Board
From: Pat Finnigan
Date: August 30, 2019

RE: *Appointment of Thomas J. Torno as Public Works Director*

I am very pleased to present the appointment of Tom Torno as Ogunquit's Public Works Director, subject to the Select Board's confirmation. Tom has more than 20 years of experience in infrastructure construction and road maintenance, has practical skills and knowledge, works well with the public, and is very public-service oriented and wants to ensure that the Department works together to ensure the public gets full value for their tax dollars.

As you can see from his resume, Tom currently is the Foreman with the Buxton Public Works Department. He was the Road Commissioner for the Town of Lebanon for 9 years where he did contract administration, budget management, and was responsible for maintaining 95 miles of roads. He started his career in the private sector working for a road construction company that did road and infrastructure projects, including water and sewer piping, drainage, and culverts.

As you know, the Town advertised for a Public Works Director several times over the years. The most recent search process resulted in about 20 applicants. We interviewed 6 candidates and concluded that Tom had the skills and experience needed to do a great job for Ogunquit. I want to thank Kennebunk Public Works Director Bryan Laverriere for being part of the interview team that assisted me in the selection process.

The Town has been without a full-time Public Works Director for nearly 9 years. Needless to say, this has been a hardship on the ability of the Public Works Department to perform at optimal levels. We should commend the PW employees for working to stay on top of the day to day work that needs to be accomplished. However, there is a lot of pent-up work and improvements that we need to implement. I think Tom brings the right combination of skills that make him a good fit for the department and will allow us to make significant progress.

Tom will be at the September 3 Select Board Meeting, so you will have an opportunity to meet him. If confirmed, we are all looking forward to his beginning his duties as Public Works Director on September 9.

www.thomasjorno.com

Thomas J. Torno

SKILLS

Proficient equipment operator, Class A CDL, team leader, people skills, budget preparation skills

EXPERIENCE

Town of Buxton, Buxton, ME — *Road Foreman*

December 2018 - PRESENT

- Supervise crews of up to 5 workers
- Coordinate snow removal routes with the public works director
- Oversee all of the individual summer and winter projects

Town of Buxton, Buxton, ME — *Operator/laborer*

May 2018 - December 2018

- Operate Daewoo excavator/ John Deere Backhoe
- Haul commercial equipment with Class A CDL
- Install culverts, ditching, and other various Public Works related duties

Town of Lebanon, Lebanon, ME — *Road Commissioner*

June 2009 - May 2018

- Manage a \$900,000 Winter/Summer Maintenance budget
- Oversaw several part time workers, as well as 20+ independent contractors
- Various administrative tasks; including preparing a yearly budget, updating selectmen, reviewing bills, payroll etc...
- Solely responsible for all paving projects and all other aspects of highway maintenance for 95 miles of road

STS Construction, Lebanon, ME — *Equipment Operator/Class A Driver*

June 1997 - June 2009

- Operated excavator, roll, backhoe, tractor trailer, bulldozer
- Hauled equipment
- General labor; building roads, installing water/sewer lines

EDUCATION

Noble High School, North Berwick, ME — *High School Diploma*



Certificate of Appointment

In accordance with Ogunquit Town Charter, Section 405.2, as Town Manager of the Town of Ogunquit, Maine and with the confirmation vote of the Select Board taken at their meeting on September 3, 2019 (effective September 9, 2019); I hereby appoint **Thomas J. Torno** to the position of **Public Works Director** for the Town of Ogunquit.

Dated: _____

Patricia A. Finnigan
Town Manager

From: Elaine Cooper
Sent: Friday, August 30, 2019 11:27 AM
To: townclerk@townofogunquit.org
Cc: townmanager@townofogunquit.org
Subject: Board of Assessment Review

Good Morning Christine:

As you are aware, I am currently serving on several Boards and Commissions for the Town of Ogunquit and am awaiting appointment to several others. In my pedestrian review of State Statutes, I interpret that the Maine Revised Statutes state that a legislative body may (not shall) establish a primary assessing area board of assessment review (Title 36, Chapter 104, 471-A). However, according to the Town of Ogunquit Charter, Section 801, the Select Board shall appoint a Board of Assessment Review, Planning Board, Zoning Board of Appeals and any other Boards as required by State Statutes...No eligible member may serve on more than one required committee or board simultaneously...

I do feel our Charter to be at odds with the State Statutes: however, to not further any conflicts we have all been through recently, I will agree to resign from my current position as an alternate on the Board of Assessment Review so that I may continue to serve on the Planning Board.

Thank you for all of your support.

Respectfully,

Elaine D. Cooper

Application for Appointment to Town Committees or Boards

Town of Ogunquit, Maine TOWN OF OGUNQUIT, MAINE

Town Clerk's Office

23 School Street, PO Box 875

Ogunquit, Maine 03907

Telephone: (207) 646-9546 townclerk@townofogunquit.org

Received in the
Town Clerk's Office

on 8/20/19

at 1:00

Rec. by CLM
Town Clerk

NAME: Josh Audet

RESIDENCE: _____

MAILING (If different): _____

E-MAIL: _____ PHONE: _____

New appointment Request for reappointment

Please check your choice(s). List by priority by marking 1, 2, 3 if more than one selection.

- | | |
|---|---|
| <input type="checkbox"/> Age Friendly Community Committee | <input type="checkbox"/> Marginal Way Committee |
| <input type="checkbox"/> Bicycle-Pedestrian Committee | <input type="checkbox"/> Ogunquit Village School Re-use |
| <input type="checkbox"/> Board of Assessment Review | <input type="checkbox"/> Parks & Recreation Committee |
| <input type="checkbox"/> Budget Review Committee | <input type="checkbox"/> Performing Arts Committee |
| <input type="checkbox"/> Comprehensive Plan Committee | <input type="checkbox"/> Planning Board |
| <input type="checkbox"/> Conservation Commission | <input type="checkbox"/> Shellfish Conservation Commission |
| <input checked="" type="checkbox"/> Harbor Committee | <input type="checkbox"/> Sustainability Committee |
| <input type="checkbox"/> Heritage Museum Committee | <input type="checkbox"/> Zoning Board of Appeals |
| <input type="checkbox"/> Historic Preservation Commission | <input type="checkbox"/> Other areas of interest (describe below) |

Relevant experience (including service on other Boards/Committees) Lobsterman in Perkins Cove

- I am a: (check those that apply)
- Resident Seasonal Resident Registered to Vote in Ogunquit
- Ogunquit Property Owner (residential) Ogunquit Property Owner (business)
- Non-resident Non-resident (business owner) Non-resident (work in town)

Reasons for wanting to serve on this committee: Full time fisherman. Have helped with many projects in the past. I want to keep Perkins Cove in the best shape for the fishermen and the public.

[Signature]
Signature of Applicant

8/20/19
Date



MUNICIPAL OFFICES

23 SCHOOL STREET • P.O. BOX 875
OGUNQUIT, MAINE 03907-0875

Website: www.townofogunquit.org

E-mail: info@townofogunquit.org

(207) 646-5139	General Offices
(207) 646-9326	Land Use
(207) 646-9546	Town Clerk
(207) 646-5920	Fax

Certificate of Appointment

In accordance with Article III, Section 310.1 of the Charter of the Town of Ogunquit, the undersigned municipal officers of the Town of Ogunquit do hereby vote to appoint and confirm:

Joshua Audet as a Harbor Committee – 2nd Alternate

Dated: September 3, 2019

Term Expiration: June 30, 2020

OGUNQUIT SELECT BOARD

John M. Daley

Madeline S. Mooney

Lindsey M. Perry

Charles L. Waite, III

Robert N. Winn, Jr.

State of Maine
County of York, ss

_____, 2019

Personally appeared the above named Joshua Audet who has been duly appointed and confirmed as a Harbor Committee – 2nd Alternate in said municipality and took the oath necessary to qualify for office and perform the duties thereof for the above-stated term according to law.

Before me,

Christine L. Murphy, Town Clerk

Application for Appointment to Town Committees or Boards

Town of Ogunquit, Maine TOWN OF OGUNQUIT, MAINE

Town Clerk's Office

23 School Street, PO Box 875

Ogunquit, Maine 03907

Telephone: (207) 646-9546 townclerk@townofogunquit.org

Received in the

Town Clerk's Office

on 8/15/19
at 11:30 AM

Rec. by CM
Town Clerk

NAME: Marc Saulnier

RESIDENCE: _____

MAILING (If different): _____

E-MAIL: _____

New appointment Request for reappointment

Please check your choice(s). List by priority by marking 1, 2, 3 if more than one selection.

- | | |
|---|---|
| <input type="checkbox"/> Age Friendly Community Committee | <input type="checkbox"/> Marginal Way Committee |
| <input type="checkbox"/> Bicycle-Pedestrian Committee | <input type="checkbox"/> Ogunquit Village School Re-use |
| <input type="checkbox"/> Board of Assessment Review | <input type="checkbox"/> Parks & Recreation Committee |
| <input type="checkbox"/> Budget Review Committee | <input type="checkbox"/> Performing Arts Committee |
| <input type="checkbox"/> Comprehensive Plan Committee | <input type="checkbox"/> Planning Board |
| <input type="checkbox"/> Conservation Commission | <input type="checkbox"/> Shellfish Conservation Commission |
| <input type="checkbox"/> Harbor Committee | <input type="checkbox"/> Sustainability Committee |
| <input checked="" type="checkbox"/> Heritage Museum Committee | <input type="checkbox"/> Zoning Board of Appeals |
| <input type="checkbox"/> Historic Preservation Commission | <input type="checkbox"/> Other areas of interest (describe below) |

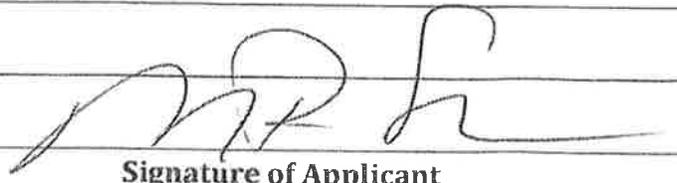
Relevant experience (including service on other Boards/Committees) _____

Been on Committee for three years

I am a: (check those that apply)

- | | | |
|---|--|---|
| <input type="checkbox"/> Resident | <input type="checkbox"/> Seasonal Resident | <input type="checkbox"/> Registered to Vote in Ogunquit |
| <input checked="" type="checkbox"/> Ogunquit Property Owner (residential) | <input checked="" type="checkbox"/> Ogunquit Property Owner (business) | |
| <input checked="" type="checkbox"/> Non-resident | <input type="checkbox"/> Non-resident (business owner) | <input type="checkbox"/> Non-resident (work in town) |

Reasons for wanting to serve on this committee: Enjoyed the committee and wish to stay on.



Signature of Applicant

8-15-19

Date

9/3 5:25pm

Application for Appointment to Town Committees or Boards

Town of Ogunquit, Maine

Town Clerk's Office

23 School Street, PO Box 875

Ogunquit, Maine 03907

Telephone: (207) 646-9546 townclerk@townofogunquit.org

TOWN OF OGUNQUIT, MAINE
Received in the
Town Clerk's Office
on _____
at _____
Rec. by CCM
Town Clerk

NAME: Gail Brother

RESIDENCE: _____

MAILING (If different): _____

E-MAIL: _____

New appointment Request for reappointment

Please check your choice(s). List by priority by marking 1, 2, 3 if more than one selection.

- | | |
|---|---|
| <input type="checkbox"/> Age Friendly Community Committee | <input checked="" type="checkbox"/> Marginal Way Committee |
| <input type="checkbox"/> Bicycle-Pedestrian Committee | <input type="checkbox"/> Ogunquit Village School Re-use |
| <input type="checkbox"/> Board of Assessment Review | <input type="checkbox"/> Parks & Recreation Committee |
| <input type="checkbox"/> Budget Review Committee | <input type="checkbox"/> Performing Arts Committee |
| <input type="checkbox"/> Comprehensive Plan Committee | <input type="checkbox"/> Planning Board |
| <input type="checkbox"/> Conservation Commission | <input type="checkbox"/> Shellfish Conservation Commission |
| <input type="checkbox"/> Harbor Committee | <input type="checkbox"/> Sustainability Committee |
| <input type="checkbox"/> Heritage Museum Committee | <input type="checkbox"/> Zoning Board of Appeals |
| <input type="checkbox"/> Historic Preservation Commission | <input type="checkbox"/> Other areas of interest (describe below) |

Relevant experience (including service on other Boards/Committees) _____

President - Briar Bank Condo Assoc.

- I am a:** (check those that apply)
- | | | |
|---|---|---|
| <input type="checkbox"/> Resident | <input type="checkbox"/> Seasonal Resident | <input type="checkbox"/> Registered to Vote in Ogunquit |
| <input checked="" type="checkbox"/> Ogunquit Property Owner (residential) | <input type="checkbox"/> Ogunquit Property Owner (business) | |
| <input type="checkbox"/> Non-resident | <input type="checkbox"/> Non-resident (business owner) | <input type="checkbox"/> Non-resident (work in town) |

Reasons for wanting to serve on this committee: I am an abutter on the Marginal Way and enjoy the beauty of the path and the Ocean. It is important to me to preserve the Marginal Way for future generations and serve the committee to the best of my ability. I have attended many meetings and see their need for help.

Gail A. Brother
Signature of Applicant

7-29-19
Date



MUNICIPAL OFFICES

23 SCHOOL STREET • P.O. BOX 875
OGUNQUIT, MAINE 03907-0875

Website: www.townofogunquit.org

E-mail: info@townofogunquit.org

(207) 646-5139	General Offices
(207) 646-9326	Land Use
(207) 646-9546	Town Clerk
(207) 646-5920	Fax

Certificate of Appointment

In accordance with Article III, Section 310.1 of the Charter of the Town of Ogunquit, the undersigned municipal officers of the Town of Ogunquit do hereby vote to appoint and confirm:

Gail Brother as a Marginal Way Committee – Full Member

Dated: September 3, 2019

Term Expiration: June 30, 2022

OGUNQUIT SELECT BOARD

John M. Daley

Madeline S. Mooney

Lindsey M. Perry

Charles L. Waite, III

Robert N. Winn, Jr.

State of Maine
County of York, ss

_____, 2019

Personally appeared the above named Gail Brother who has been duly appointed and confirmed as a Marginal Way Committee – Full Member in said municipality and took the oath necessary to qualify for office and perform the duties thereof for the above-stated term according to law.

Before me,

Christine L. Murphy, Town Clerk

Application for Appointment to Town Committees or Boards

Town of Ogunquit, Maine
Town Clerk's Office

23 School Street, PO Box 875
Ogunquit, Maine 03907

Telephone: (207) 646-9546 townclerk@townofogunquit.org

TOWN OF OGUNQUIT, MAINE
Received in the
Town Clerk's Office
on 8/26/19
at 11:00 am
DSB
Town Clerk

NAME: Leonard Wyman
RESIDENCE: _____
MAILING (If different): _____
E-MAIL: _____ PHONE: _____

New appointment Request for reappointment

Please check your choice(s). List by priority by marking 1, 2, 3 if more than one selection.

- | | |
|---|---|
| <input type="checkbox"/> Age Friendly Community Committee | <input type="checkbox"/> Marginal Way Committee |
| <input type="checkbox"/> Bicycle-Pedestrian Committee | <input type="checkbox"/> Ogunquit Village School Re-use |
| <input type="checkbox"/> Board of Assessment Review | <input type="checkbox"/> Parks & Recreation Committee |
| <input type="checkbox"/> Budget Review Committee | <input type="checkbox"/> Performing Arts Committee |
| <input type="checkbox"/> Comprehensive Plan Committee | <input type="checkbox"/> Planning Board |
| <input type="checkbox"/> Conservation Commission | <input checked="" type="checkbox"/> Shellfish Conservation Commission |
| <input type="checkbox"/> Harbor Committee | <input type="checkbox"/> Sustainability Committee |
| <input type="checkbox"/> Heritage Museum Committee | <input type="checkbox"/> Zoning Board of Appeals |
| <input type="checkbox"/> Historic Preservation Commission | <input type="checkbox"/> Other areas of interest (describe below) |

Relevant experience (including service on other Boards/Committees) _____

Been on SCC From The 1950's
Full Name

I am a: (check those that apply)

- Resident Seasonal Resident Registered to Vote in Ogunquit
 Ogunquit Property Owner (residential) Ogunquit Property Owner (business)
 Non-resident Non-resident (business owner) Non-resident (work in town)

Reasons for wanting to serve on this committee: _____

Only Commission THAT makes an
honest Dollar to support its self!

Leonard Wyman
Signature of Applicant

8/26/19
Date



MUNICIPAL OFFICES

23 SCHOOL STREET • P.O. BOX 875
OGUNQUIT, MAINE 03907-0875

Website: www.townofogunquit.org

E-mail: info@townofogunquit.org

(207) 646-5139	General Offices
(207) 646-9326	Land Use
(207) 646-9546	Town Clerk
(207) 646-5920	Fax

Certificate of Appointment

In accordance with Article III, Section 310.1 of the Charter of the Town of Ogunquit, the undersigned municipal officers of the Town of Ogunquit do hereby vote to appoint and confirm:

Leonard Wyman as a Shellfish Conservation Commission – Full Member

Dated: September 3, 2019

Term Expiration: June 30, 2022

OGUNQUIT SELECT BOARD

John M. Daley

Madeline S. Mooney

Lindsey M. Perry

Charles L. Waite, III

Robert N. Winn, Jr.

State of Maine
County of York, ss

_____, 2019

Personally appeared the above named Leonard Wyman who has been duly appointed and confirmed as a Shellfish Conservation Commission – Full Member in said municipality and took the oath necessary to qualify for office and perform the duties thereof for the above-stated term according to law.

Before me,

Christine L. Murphy, Town Clerk



Unfinished Business

Proposed Charter Amendment to Article VIII Section 804: Recall of Elected Officials

Article VIII Section 804 Recall of Elected Officials

Section 804 Recall of Elected Officials

"Any elected official may be recalled and removed from office by the registered voters of the Town as provided herein, if the official has been convicted of a crime, the conduct of which occurred during the official's term of office."

Note: The proposed amendment is based on the criteria found in the Maine Statute in Title 30-A §2505.9

Current Ogunquit Charter

Section 804 Recall of Elected Officials

Any elected official may be recalled and removed from office by the registered voters of the Town as herein provided.

Current Maine Statute

Title 30-A §2505. Recall of municipal officials

Except as otherwise provided by the municipality's ordinances or charter, an elected official of a municipality may be recalled from office pursuant to this section. For purposes of this section, "official" has the same meaning as section 2604, subsection 2.

1. Petition for recall. On the written petition pursuant to subsection 5 of a number of voters equal to at least 10% of the number of votes cast in the municipality at the last gubernatorial election, an election must be held to determine the recall of an elected official of that municipality

2. Notice of intention. In order to initiate a recall election under subsection 1, the initiator of the petition shall file a notice of intention of recall with the municipal clerk of the municipality. A notice of intention of recall under this subsection must include the name, address and contact information of the person filing the notice and the name and position of the official subject to recall under this section. Only a person registered to vote in the municipality may file a notice of intention of recall under this subsection.

3. Petition forms. Within 3 business days of receipt of a notice of intention of recall under subsection 2, the municipal clerk shall prepare petition forms for the collection of signatures under subsection 4 and send notice to the initiator of the petition under subsection 2 that the petition forms are available. The municipality may charge the initiator of the petition a reasonable fee for preparing and providing the petition forms under this subsection. A petition form under this subsection must include:

A. At the top of the form, the name and position of the official subject to recall, the name and contact information of the initiator of the petition and the date by which the signatures must be submitted to the municipal clerk under subsection 4;

B. Spaces for each voter's signature, actual street address and printed name; and

C. Space at the bottom of the form for the name, address and signature of the person circulating the petition form.

4. Collection and submission of signatures. A petition form under subsection 3 may be circulated or signed only by a registered voter of the municipality. A circulator of a petition form shall fill in the information required under subsection 3, paragraph C and sign the form prior to submission of the form to the municipal clerk. The initiator of the petition under subsection 2 shall collect the petition forms from all circulators and submit the signed petition forms to the municipal clerk within 14 days of receipt of notice from the clerk that the petition forms are available under subsection 3. A municipal clerk may not accept a petition form submitted more than 14 days after sending notice of availability to the initiator under subsection 3, and any voter signatures on that form are invalid.[2011, c. 324, §1 (NEW).]

5. Petition certification and notification. Within 7 business days of receiving petition forms under subsection 4, the municipal clerk shall determine whether the petition forms meet the criteria under subsection 4 and certify the validity of any signatures on the petition forms. If the municipal clerk finds that the number of valid signatures submitted under subsection 4 meets or exceeds the requirements under subsection 1, the clerk shall certify the petition and immediately send notification of the certification to the municipal officers, the initiator of the petition and the official subject to the recall. If the municipal clerk finds the number of valid signatures submitted under subsection 4 does not meet the requirements for a petition under subsection 1, the municipal clerk shall file the petition and the petition forms in the clerk's office and notify the initiator of the petition.

6. Scheduling recall election. Within 10 business days of certification of the petition under subsection 5, the municipal officers shall schedule a recall election to determine whether the official subject to the recall petition should be recalled. The election must be held no less than 45 days nor more than 75 days after certification of the petition under subsection 5 unless a regular municipal election is scheduled to be held within 90 days of the certification of the petition under subsection 5, in which case the recall election must be held on the date of the regular municipal election. If the municipal officers fail to schedule a recall election within 10 days of certification of the recall petition under subsection 5, the municipal clerk shall schedule the recall election pursuant to the date requirements of this subsection.

7. Ballots for recall election. If the official subject to the recall does not resign from office within 10 business days of certification of the recall petition under subsection 5, the ballots for the recall election under subsection 6 must be printed. A ballot for a recall election under this section must read:

"Do you authorize the recall of (name of official) from the position of (name of office)?

() Yes () No"

8. Results of recall election. Within 2 business days of a recall election under subsection 6, the municipal clerk shall certify and record the election results and notify the municipal officers of those results. If a majority of voters vote to remove the official, the recall takes effect on the date the election results are recorded pursuant to this subsection.

9. Limitation of recall. An elected official may be the subject of a recall petition under this section only if the official is convicted of a crime, the conduct of which occurred during the official's term of office and the victim of which is the municipality.



New Business

MEMO:

TO: PAT FINNIGAN, TOWN MANAGER

FROM: DAVID M. RICCIO, SPECIAL PROJECTS MANAGER

DATE: AUGUST 30, 2019

RE: OGUNQUIT HEATING FUELS

At your request I have reviewed the Town's heating fuels usage and product pricing. Our annual utilization over the last several years has remained fairly consistent by product as follows:

Propane	11,500 gallons
#2 Ultra Low Sulfur Oil	5,500 gallons
K-1	800 gallons

Since approximately 2015, the Town has not entered into any type of fixed price relationship with our suppliers and has experienced moderate variability in product pricing. For the most recent fiscal year our average realized product pricing is as follows:

Propane	\$1.63/gallon
#2 Ultra Low Sulfur Oil.	\$2.70/gallon
K-1	\$2.80/gallon

As part of my review, I investigated the desirability of Ogunquit joining an aggregated purchasing process with either Maine PowerOptions or The Greater Portland Counsel of Governments for our heating fuels needs. However, given the fact that we do not own our propane tanks and would have to purchase an underground tank which we currently utilize (Fire Station), has restricted our access to these programs. Additionally, ownership of the tanks has limited our ability to change suppliers.

Given the above circumstances, I felt that our best option was to have a discussion with our primary heating fuels provider, Eastern Propane & Oil. As a result of those discussions, we have been able to achieve competitive pricing to fulfill our fueling requirements. On a go forward basis we have been able to secure the following pricing:

Propane – A two- year fixed price contract @ \$1.25/gallon. Additionally, it has been agreed upon to review the per gallon charge in July of 2020. If a more favorable pricing environment exists, our per gallon price will be reduced. If pricing is higher, our \$1.25/gal. price will remain in effect for the balance of the contract term.

#2 ULSO – The add-on component of the price structure will be reduced from .42 cts/gallon to .38 cts/gallon. Also, fixed price options will be monitored and secured if market conditions dictate.

K-1 - Fixed pricing of \$2.92/ gallon for the twelve- month term of the agreement.

Assuming that our utilization levels remain fairly constant, the above noted changes will result in annual savings of approximately \$4,500.00. I have attached for your review the individual facility fuel contracts and the Memorandum of Understanding (MOU) between Eastern Propane & Oil and the Town of Ogunquit. The MOU acts as an addendum to the standard Eastern Propane & Oil contract highlighting the annual price adjustment clause of the Propane contract.

We currently have our K-1 needs provided by a secondary supplier, Estes Oil & Propane. From an efficiency perspective , I would recommend that we consolidate our heating fuels requirement with one supplier, Eastern Propane & Oil.

I am available to answer any questions.



8/29/2019

From: Bill Massey
Eastern Propane & Oil

To: Dave Riccio
Town of Ogunquit

Dear Dave:

Thank you for your continued business with Eastern Propane & Oil. As we discussed, I have changed you #2 fuel accounts to \$0.38 over rack. I have also set your propane rate at \$1.25 per gallon for two years. We will look at the rate for propane in July of 2020 and if pricing is more favorable, I will drop the rate to the then current market conditions. If prices are up, we will maintain the \$1.25 per gallon for the next year.

Thank you and the town for working with us to continue our longstanding relationship and if we can be of any further help please let me know.

Bill Massey

Regional Manager
Eastern Propane & Oil
Rochester, N.H. 03867



**EASTERN PROPANE GAS, INC.
FUEL SUPPLY TERMS AND CONDITIONS
FIXED PRICE ADDENDUM**

CUSTOMER NAME: TOWN OF OGUNQUIT **Address:** MAIN SUPER DARREN DIXON 23

AGREEMENT NUMBER : 60913 SCHOOL ST

2019-2020 **Season (the "Term"):** August 29, 2019 to **Acct #** 91613044

August 30, 2021

Estimated Fuel Volume for 2019-2020 Season: 900 gallons

Fixed Price Per Gallon for 2019-2020 Season: \$ 1.250 gallon

Total Price for Estimated Gallons: \$ 1125

Product: PROPANE (the "Fuel") **Return By:** September 8, 2019

This is an addendum (the "Addendum") to Eastern Propane Gas, Inc.'s ("Eastern") standard terms and conditions for Propane Supply and Equipment or Heating Oil and Kerosene, as applicable (the "Agreement"). This Addendum amends the Agreement between the customer named above (the "Customer") and Eastern. By accepting and agreeing to this Addendum, Customer accepts and agrees to the terms and conditions of the Agreement, as amended by this Addendum. A copy of the Agreement accompanies this Addendum and the terms and conditions of the Agreement are incorporated herein by this reference. Customer and Eastern agree as follows: During the Term, the price per gallon for the Fuel type specified as Product above delivered by Eastern to Customer will be the Fixed Price Per Gallon for the Estimated Fuel Volume. The price to Customer for additional gallons above the Estimated Fuel Volume, and for gallons delivered after the Term, will be Eastern's then current retail price. The Fixed Price Per Gallon is exclusive of, and Customer shall pay, all government taxes and fees. Customer's purchases of the Fuel from Eastern are subject to the terms and conditions of the Agreement (except for the terms specifically amended hereby), which Customer hereby accepts. Delivery of the Estimated Fuel Volume will be on an automatic delivery basis. Customer agrees to take delivery of the Estimated Fuel Volume during the Term exclusively from Eastern. Customer agrees not to terminate Eastern as Customer's Fuel supplier, or to purchase Fuel from another supplier, during the Term. If Customer does not take delivery of at least 90 % of the total Estimated Fuel Volume from Eastern in the Term, then Customer shall pay Eastern a penalty on demand of 50 Cents per gallon for each gallon of the Estimated Fuel Volume not delivered to Customer. This penalty will also apply if Eastern stops or suspends deliveries because of Customer's breach of the Agreement (including any failure to make payments when due). Customer accepts the risk that the market price for Fuel during the Term could be less than the Fixed Price Per Gallon. Eastern shall not be liable to Customer for any loss or damage for any failure to deliver any of the Estimated Fuel Volume at the Fixed Price Per Gallon when the performance is prevented, delayed, or otherwise affected by any force majeure cause, including unavailability, rationing, failure or loss of Eastern's sources or facilities of supply; transportation or distribution failures or delays; or any other cause or event whatsoever that lies beyond Eastern's reasonable control, and which is not the result of its fault or negligence. No penalty shall be assessed to Customer for any shortage in delivery of the Estimated Fuel Volume resulting from a force majeure event affecting Eastern as required under applicable law. Eastern has secured its obligations hereunder by entering into contracts with its suppliers to purchase fuel at a fixed price.

Eastern and Customer have executed this Addendum as of the dates set forth below.

CUSTOMER: EASTERN PROPANE GAS, INC.:

[Print name]

Date: Date: August 29, 2019



**EASTERN PROPANE GAS, INC.
FUEL SUPPLY TERMS AND CONDITIONS
FIXED PRICE ADDENDUM**

CUSTOMER NAME: TOWN OF OGUNQUIT

Address: 12 SALT SHED RD PUBLIC WORKS
OGUNQUIT ME 03907

AGREEMENT NUMBER : 60914

2019-2020 Season (the "Term"): August 29, 2019 to August 30, 2021

Acct # 91614019

Estimated Fuel Volume for 2019-2020 Season: 11200 gallons

Fixed Price Per Gallon for 2019-2020 Season: \$ 1.250 gallon

Total Price for Estimated Gallons: \$ 14000

Product: PROPANE (the "Fuel")

Return By: September 8, 2019

This is an addendum (the "Addendum") to Eastern Propane Gas, Inc.'s ("Eastern") standard terms and conditions for Propane Supply and Equipment or Heating Oil and Kerosene, as applicable (the "Agreement"). This Addendum amends the Agreement between the customer named above (the "Customer") and Eastern. By accepting and agreeing to this Addendum, Customer accepts and agrees to the terms and conditions of the Agreement, as amended by this Addendum. A copy of the Agreement accompanies this Addendum and the terms and conditions of the Agreement are incorporated herein by this reference. Customer and Eastern agree as follows: During the Term, the price per gallon for the Fuel type specified as Product above delivered by Eastern to Customer will be the Fixed Price Per Gallon for the Estimated Fuel Volume. The price to Customer for additional gallons above the Estimated Fuel Volume, and for gallons delivered after the Term, will be Eastern's then current retail price. The Fixed Price Per Gallon is exclusive of, and Customer shall pay, all government taxes and fees. Customer's purchases of the Fuel from Eastern are subject to the terms and conditions of the Agreement (except for the terms specifically amended hereby), which Customer hereby accepts. Delivery of the Estimated Fuel Volume will be on an automatic delivery basis. Customer agrees to take delivery of the Estimated Fuel Volume during the Term exclusively from Eastern. Customer agrees not to terminate Eastern as Customer's Fuel supplier, or to purchase Fuel from another supplier, during the Term. If Customer does not take delivery of at least 90 % of the total Estimated Fuel Volume from Eastern in the Term, then Customer shall pay Eastern a penalty on demand of 50 Cents per gallon for each gallon of the Estimated Fuel Volume not delivered to Customer. This penalty will also apply if Eastern stops or suspends deliveries because of Customer's breach of the Agreement (including any failure to make payments when due). Customer accepts the risk that the market price for Fuel during the Term could be less than the Fixed Price Per Gallon. Eastern shall not be liable to Customer for any loss or damage for any failure to deliver any of the Estimated Fuel Volume at the Fixed Price Per Gallon when the performance is prevented, delayed, or otherwise affected by any force majeure cause, including unavailability, rationing, failure or loss of Eastern's sources or facilities of supply; transportation or distribution failures or delays; or any other cause or event whatsoever that lies beyond Eastern's reasonable control, and which is not the result of its fault or negligence. No penalty shall be assessed to Customer for any shortage in delivery of the Estimated Fuel Volume resulting from a force majeure event affecting Eastern as required under applicable law. Eastern has secured its obligations hereunder by entering into contracts with its suppliers to purchase fuel at a fixed price.

Eastern and Customer have executed this Addendum as of the dates set forth below.

CUSTOMER:

EASTERN PROPANE GAS, INC.:

[Print name]

Date:

Date: August 29, 2019



**EASTERN PROPANE GAS, INC.
FUEL SUPPLY TERMS AND CONDITIONS
FIXED PRICE ADDENDUM**

CUSTOMER NAME: TOWN OF OGUNQUIT

Address: 28 SPRING HILL RF TRANSF STATION
OGUNQUIT ME 03907

AGREEMENT NUMBER : 60916

2019-2020 **Season (the "Term"):** August 29, 2019 to **Acct #** 91614143
August 30, 2021

Estimated Fuel Volume for 2019-2020 **Season:** 1300 gallons

Fixed Price Per Gallon for 2019-2020 **Season:** \$ 1.250 gallon

Total Price for Estimated Gallons: \$ 1625

Product: PROPANE (the "Fuel")

Return By: September 8, 2019

This is an addendum (the "Addendum") to Eastern Propane Gas, Inc.'s ("Eastern") standard terms and conditions for Propane Supply and Equipment or Heating Oil and Kerosene, as applicable (the "Agreement"). This Addendum amends the Agreement between the customer named above (the "Customer") and Eastern. By accepting and agreeing to this Addendum, Customer accepts and agrees to the terms and conditions of the Agreement, as amended by this Addendum. A copy of the Agreement accompanies this Addendum and the terms and conditions of the Agreement are incorporated herein by this reference. Customer and Eastern agree as follows: During the Term, the price per gallon for the Fuel type specified as Product above delivered by Eastern to Customer will be the Fixed Price Per Gallon for the Estimated Fuel Volume. The price to Customer for additional gallons above the Estimated Fuel Volume, and for gallons delivered after the Term, will be Eastern's then current retail price. The Fixed Price Per Gallon is exclusive of, and Customer shall pay, all government taxes and fees. Customer's purchases of the Fuel from Eastern are subject to the terms and conditions of the Agreement (except for the terms specifically amended hereby), which Customer hereby accepts. Delivery of the Estimated Fuel Volume will be on an automatic delivery basis. Customer agrees to take delivery of the Estimated Fuel Volume during the Term exclusively from Eastern. Customer agrees not to terminate Eastern as Customer's Fuel supplier, or to purchase Fuel from another supplier, during the Term. If Customer does not take delivery of at least 90 % of the total Estimated Fuel Volume from Eastern in the Term, then Customer shall pay Eastern a penalty on demand of 50 Cents per gallon for each gallon of the Estimated Fuel Volume not delivered to Customer. This penalty will also apply if Eastern stops or suspends deliveries because of Customer's breach of the Agreement (including any failure to make payments when due). Customer accepts the risk that the market price for Fuel during the Term could be less than the Fixed Price Per Gallon. Eastern shall not be liable to Customer for any loss or damage for any failure to deliver any of the Estimated Fuel Volume at the Fixed Price Per Gallon when the performance is prevented, delayed, or otherwise affected by any force majeure cause, including unavailability, rationing, failure or loss of Eastern's sources or facilities of supply; transportation or distribution failures or delays; or any other cause or event whatsoever that lies beyond Eastern's reasonable control, and which is not the result of its fault or negligence. No penalty shall be assessed to Customer for any shortage in delivery of the Estimated Fuel Volume resulting from a force majeure event affecting Eastern as required under applicable law. Eastern has secured its obligations hereunder by entering into contracts with its suppliers to purchase fuel at a fixed price.

Eastern and Customer have executed this Addendum as of the dates set forth below.

CUSTOMER:

EASTERN PROPANE GAS, INC.:

[Print name]

Date:

Date: August 29, 2019



**EASTERN PROPANE GAS, INC.
FUEL SUPPLY TERMS AND CONDITIONS
FIXED PRICE ADDENDUM**

CUSTOMER NAME: TOWN OF OGUNQUIT

Address: MAIN SUPER - DARREN 118 PERKINS
COVE BATH HOUSE

AGREEMENT NUMBER : 60917

****BATH HOUSE**** OGUNQUIT ME 03907

2019-2020 **Season (the "Term"):** August 29, 2019 to **Acct #** 91614185
August 30, 2021

Estimated Fuel Volume for 2019-2020 **Season:** 400 gallons

Fixed Price Per Gallon for 2019-2020 **Season:** \$ 1.250 gallon

Total Price for Estimated Gallons: \$ 500

Product: PROPANE (the "Fuel")

Return By: September 8, 2019

This is an addendum (the "Addendum") to Eastern Propane Gas, Inc.'s ("Eastern") standard terms and conditions for Propane Supply and Equipment or Heating Oil and Kerosene, as applicable (the "Agreement"). This Addendum amends the Agreement between the customer named above (the "Customer") and Eastern. By accepting and agreeing to this Addendum, Customer accepts and agrees to the terms and conditions of the Agreement, as amended by this Addendum. A copy of the Agreement accompanies this Addendum and the terms and conditions of the Agreement are incorporated herein by this reference. Customer and Eastern agree as follows: During the Term, the price per gallon for the Fuel type specified as Product above delivered by Eastern to Customer will be the Fixed Price Per Gallon for the Estimated Fuel Volume. The price to Customer for additional gallons above the Estimated Fuel Volume, and for gallons delivered after the Term, will be Eastern's then current retail price. The Fixed Price Per Gallon is exclusive of, and Customer shall pay, all government taxes and fees. Customer's purchases of the Fuel from Eastern are subject to the terms and conditions of the Agreement (except for the terms specifically amended hereby), which Customer hereby accepts. Delivery of the Estimated Fuel Volume will be on an automatic delivery basis. Customer agrees to take delivery of the Estimated Fuel Volume during the Term exclusively from Eastern. Customer agrees not to terminate Eastern as Customer's Fuel supplier, or to purchase Fuel from another supplier, during the Term. If Customer does not take delivery of at least 90 % of the total Estimated Fuel Volume from Eastern in the Term, then Customer shall pay Eastern a penalty on demand of 50 Cents per gallon for each gallon of the Estimated Fuel Volume not delivered to Customer. This penalty will also apply if Eastern stops or suspends deliveries because of Customer's breach of the Agreement (including any failure to make payments when due). Customer accepts the risk that the market price for Fuel during the Term could be less than the Fixed Price Per Gallon. Eastern shall not be liable to Customer for any loss or damage for any failure to deliver any of the Estimated Fuel Volume at the Fixed Price Per Gallon when the performance is prevented, delayed, or otherwise affected by any force majeure cause, including unavailability, rationing, failure or loss of Eastern's sources or facilities of supply; transportation or distribution failures or delays; or any other cause or event whatsoever that lies beyond Eastern's reasonable control, and which is not the result of its fault or negligence. No penalty shall be assessed to Customer for any shortage in delivery of the Estimated Fuel Volume resulting from a force majeure event affecting Eastern as required under applicable law. Eastern has secured its obligations hereunder by entering into contracts with its suppliers to purchase fuel at a fixed price.

Eastern and Customer have executed this Addendum as of the dates set forth below.

CUSTOMER:

EASTERN PROPANE GAS, INC.:

[Print name]

Date:

Date: August 29, 2019



**EASTERN PROPANE GAS, INC.
FUEL SUPPLY TERMS AND CONDITIONS
FIXED PRICE ADDENDUM**

CUSTOMER NAME: TOWN OF OGUNQUIT

Address: MAIN SUPER - DARREN 21 SOUTH RD
WATER TOWER OGUNQUIT ME 03907

AGREEMENT NUMBER : 60918

2019-2020 **Season (the "Term"):** August 29, 2019 to **Acct #** 91614657
August 30, 2021

Estimated Fuel Volume for 2019-2020 **Season:** 100 gallons

Fixed Price Per Gallon for 2019-2020 **Season:** \$ 1.250 gallon

Total Price for Estimated Gallons: \$ 125

Product: PROPANE (the "Fuel")

Return By: September 8, 2019

This is an addendum (the "Addendum") to Eastern Propane Gas, Inc.'s ("Eastern") standard terms and conditions for Propane Supply and Equipment or Heating Oil and Kerosene, as applicable (the "Agreement"). This Addendum amends the Agreement between the customer named above (the "Customer") and Eastern. By accepting and agreeing to this Addendum, Customer accepts and agrees to the terms and conditions of the Agreement, as amended by this Addendum. A copy of the Agreement accompanies this Addendum and the terms and conditions of the Agreement are incorporated herein by this reference. Customer and Eastern agree as follows: During the Term, the price per gallon for the Fuel type specified as Product above delivered by Eastern to Customer will be the Fixed Price Per Gallon for the Estimated Fuel Volume. The price to Customer for additional gallons above the Estimated Fuel Volume, and for gallons delivered after the Term, will be Eastern's then current retail price. The Fixed Price Per Gallon is exclusive of, and Customer shall pay, all government taxes and fees. Customer's purchases of the Fuel from Eastern are subject to the terms and conditions of the Agreement (except for the terms specifically amended hereby), which Customer hereby accepts. Delivery of the Estimated Fuel Volume will be on an automatic delivery basis. Customer agrees to take delivery of the Estimated Fuel Volume during the Term exclusively from Eastern. Customer agrees not to terminate Eastern as Customer's Fuel supplier, or to purchase Fuel from another supplier, during the Term. If Customer does not take delivery of at least 90 % of the total Estimated Fuel Volume from Eastern in the Term, then Customer shall pay Eastern a penalty on demand of 50 Cents per gallon for each gallon of the Estimated Fuel Volume not delivered to Customer. This penalty will also apply if Eastern stops or suspends deliveries because of Customer's breach of the Agreement (including any failure to make payments when due). Customer accepts the risk that the market price for Fuel during the Term could be less than the Fixed Price Per Gallon. Eastern shall not be liable to Customer for any loss or damage for any failure to deliver any of the Estimated Fuel Volume at the Fixed Price Per Gallon when the performance is prevented, delayed, or otherwise affected by any force majeure cause, including unavailability, rationing, failure or loss of Eastern's sources or facilities of supply; transportation or distribution failures or delays; or any other cause or event whatsoever that lies beyond Eastern's reasonable control, and which is not the result of its fault or negligence. No penalty shall be assessed to Customer for any shortage in delivery of the Estimated Fuel Volume resulting from a force majeure event affecting Eastern as required under applicable law. Eastern has secured its obligations hereunder by entering into contracts with its suppliers to purchase fuel at a fixed price.

Eastern and Customer have executed this Addendum as of the dates set forth below.

CUSTOMER:

EASTERN PROPANE GAS, INC.:

[Print name]

Date:

Date: August 29, 2019



**EASTERN PROPANE GAS, INC.
FUEL SUPPLY TERMS AND CONDITIONS
FIXED PRICE ADDENDUM**

CUSTOMER NAME: TOWN OF OGUNQUIT

Address: FIRE DEPARTMENT 15 SCHOOL ST
FIRE DEPT OGUNQUIT ME 03907

AGREEMENT NUMBER : 60919

2019-2020 **Season (the "Term"):** August 29, 2019 to August 30, 2021 **Acct #** 91614690

Estimated Fuel Volume for 2019-2020 Season: 9200 gallons

Fixed Price Per Gallon for 2019-2020 Season: \$ 1.250 gallon

Total Price for Estimated Gallons: \$ 11500

Product: PROPANE (the "Fuel")

Return By: September 8, 2019

This is an addendum (the "Addendum") to Eastern Propane Gas, Inc.'s ("Eastern") standard terms and conditions for Propane Supply and Equipment or Heating Oil and Kerosene, as applicable (the "Agreement"). This Addendum amends the Agreement between the customer named above (the "Customer") and Eastern. By accepting and agreeing to this Addendum, Customer accepts and agrees to the terms and conditions of the Agreement, as amended by this Addendum. A copy of the Agreement accompanies this Addendum and the terms and conditions of the Agreement are incorporated herein by this reference. Customer and Eastern agree as follows: During the Term, the price per gallon for the Fuel type specified as Product above delivered by Eastern to Customer will be the Fixed Price Per Gallon for the Estimated Fuel Volume. The price to Customer for additional gallons above the Estimated Fuel Volume, and for gallons delivered after the Term, will be Eastern's then current retail price. The Fixed Price Per Gallon is exclusive of, and Customer shall pay, all government taxes and fees. Customer's purchases of the Fuel from Eastern are subject to the terms and conditions of the Agreement (except for the terms specifically amended hereby), which Customer hereby accepts. Delivery of the Estimated Fuel Volume will be on an automatic delivery basis. Customer agrees to take delivery of the Estimated Fuel Volume during the Term exclusively from Eastern. Customer agrees not to terminate Eastern as Customer's Fuel supplier, or to purchase Fuel from another supplier, during the Term. If Customer does not take delivery of at least 90 % of the total Estimated Fuel Volume from Eastern in the Term, then Customer shall pay Eastern a penalty on demand of 50 Cents per gallon for each gallon of the Estimated Fuel Volume not delivered to Customer. This penalty will also apply if Eastern stops or suspends deliveries because of Customer's breach of the Agreement (including any failure to make payments when due). Customer accepts the risk that the market price for Fuel during the Term could be less than the Fixed Price Per Gallon. Eastern shall not be liable to Customer for any loss or damage for any failure to deliver any of the Estimated Fuel Volume at the Fixed Price Per Gallon when the performance is prevented, delayed, or otherwise affected by any force majeure cause, including unavailability, rationing, failure or loss of Eastern's sources or facilities of supply; transportation or distribution failures or delays; or any other cause or event whatsoever that lies beyond Eastern's reasonable control, and which is not the result of its fault or negligence. No penalty shall be assessed to Customer for any shortage in delivery of the Estimated Fuel Volume resulting from a force majeure event affecting Eastern as required under applicable law. Eastern has secured its obligations hereunder by entering into contracts with its suppliers to purchase fuel at a fixed price.

Eastern and Customer have executed this Addendum as of the dates set forth below.

CUSTOMER:

EASTERN PROPANE GAS, INC.:

[Print name]

Date:

Date: August 29, 2019



**EASTERN PROPANE GAS, INC.
FUEL SUPPLY TERMS AND CONDITIONS
FIXED PRICE ADDENDUM**

CUSTOMER NAME: TOWN OF OGUNQUIT

Address: 86 OBEDS LANE OGUNQUIT ME 03907

AGREEMENT NUMBER : 60926

2019-2020 Season (the "Term"): August 29, 2019 to August 30, 2021

Acct # 98916717

Estimated Fuel Volume for 2019-2020 Season: 1600 gallons

Fixed Price Per Gallon for 2019-2020 Season: \$ 2.990 gallon

Total Price for Estimated Gallons: \$ 4784

Product: KEROSENE (the "Fuel")

Return By: September 8, 2019

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Eastern and Customer have executed this Addendum as of the dates set forth below.

CUSTOMER:

EASTERN PROPANE GAS, INC.:

[Print name]

Date:

Date: August 29, 2019



**EASTERN PROPANE GAS, INC.
FUEL SUPPLY TERMS AND CONDITIONS
FIXED PRICE ADDENDUM**

CUSTOMER NAME: TOWN OF OGUNQUIT

Address: 86 OBEDS LANE OGUNQUIT ME 03907

AGREEMENT NUMBER : 60926

2019-2020 Season (the "Term"): August 29, 2019 to August 30, 2021

Acct # 98916717

Estimated Fuel Volume for 2019-2020 Season: 1600 gallons

Fixed Price Per Gallon for 2019-2020 Season: \$ 2.920 gallon

Total Price for Estimated Gallons: \$ 4672

Product: KEROSENE (the "Fuel")

Return By: September 8, 2019

This is an addendum (the "Addendum") to Eastern Propane Gas, Inc.'s ("Eastern") standard terms and conditions for Propane Supply and Equipment or Heating Oil and Kerosene, as applicable (the "Agreement"). This Addendum amends the Agreement between the customer named above (the "Customer") and Eastern. By accepting and agreeing to this Addendum, Customer accepts and agrees to the terms and conditions of the Agreement, as amended by this Addendum. A copy of the Agreement accompanies this Addendum and the terms and conditions of the Agreement are incorporated herein by this reference. Customer and Eastern agree as follows: During the Term, the price per gallon for the Fuel type specified as Product above delivered by Eastern to Customer will be the Fixed Price Per Gallon for the Estimated Fuel Volume. The price to Customer for additional gallons above the Estimated Fuel Volume, and for gallons delivered after the Term, will be Eastern's then current retail price. The Fixed Price Per Gallon is exclusive of, and Customer shall pay, all government taxes and fees. Customer's purchases of the Fuel from Eastern are subject to the terms and conditions of the Agreement (except for the terms specifically amended hereby), which Customer hereby accepts. Delivery of the Estimated Fuel Volume will be on an automatic delivery basis. Customer agrees to take delivery of the Estimated Fuel Volume during the Term exclusively from Eastern. Customer agrees not to terminate Eastern as Customer's Fuel supplier, or to purchase Fuel from another supplier, during the Term. If Customer does not take delivery of at least 90 % of the total Estimated Fuel Volume from Eastern in the Term, then Customer shall pay Eastern a penalty on demand of 50 Cents per gallon for each gallon of the Estimated Fuel Volume not delivered to Customer. This penalty will also apply if Eastern stops or suspends deliveries because of Customer's breach of the Agreement (including any failure to make payments when due). Customer accepts the risk that the market price for Fuel during the Term could be less than the Fixed Price Per Gallon. Eastern shall not be liable to Customer for any loss or damage for any failure to deliver any of the Estimated Fuel Volume at the Fixed Price Per Gallon when the performance is prevented, delayed, or otherwise affected by any force majeure cause, including unavailability, rationing, failure or loss of Eastern's sources or facilities of supply; transportation or distribution failures or delays; or any other cause or event whatsoever that lies beyond Eastern's reasonable control, and which is not the result of its fault or negligence. No penalty shall be assessed to Customer for any shortage in delivery of the Estimated Fuel Volume resulting from a force majeure event affecting Eastern as required under applicable law. Eastern has secured its obligations hereunder by entering into contracts with its suppliers to purchase fuel at a fixed price.

Eastern and Customer have executed this Addendum as of the dates set forth below.

CUSTOMER:

EASTERN PROPANE GAS, INC.:

[Print name]

Date:

Date: August 30, 2019



**EASTERN PROPANE GAS, INC.
FUEL SUPPLY TERMS AND CONDITIONS
FIXED PRICE ADDENDUM**

CUSTOMER NAME: TOWN OF OGUNQUIT

Address: MAIN SUPER - DARREN JACOB LOT -
BATHROOM
OGUNQUIT ME 03907

AGREEMENT NUMBER : 61008

2019-2020 **Season (the "Term"):** August 30, 2019 to August 30, 2021 **Acct #** 91614166

Estimated Fuel Volume for 2019-2020 **Season:** 400 gallons
Fixed Price Per Gallon for 2019-2020 **Season:** \$ 1.250 gallon

Total Price for Estimated Gallons: \$ 500

Product: PROPANE (the "Fuel") **Return By:** September 9, 2019

This is an addendum (the "Addendum") to Eastern Propane Gas, Inc.'s ("Eastern") standard terms and conditions for Propane Supply and Equipment or Heating Oil and Kerosene, as applicable (the "Agreement"). This Addendum amends the Agreement between the customer named above (the "Customer") and Eastern. By accepting and agreeing to this Addendum, Customer accepts and agrees to the terms and conditions of the Agreement, as amended by this Addendum. A copy of the Agreement accompanies this Addendum and the terms and conditions of the Agreement are incorporated herein by this reference. Customer and Eastern agree as follows: During the Term, the price per gallon for the Fuel type specified as Product above delivered by Eastern to Customer will be the Fixed Price Per Gallon for the Estimated Fuel Volume. The price to Customer for additional gallons above the Estimated Fuel Volume, and for gallons delivered after the Term, will be Eastern's then current retail price. The Fixed Price Per Gallon is exclusive of, and Customer shall pay, all government taxes and fees. Customer's purchases of the Fuel from Eastern are subject to the terms and conditions of the Agreement (except for the terms specifically amended hereby), which Customer hereby accepts. Delivery of the Estimated Fuel Volume will be on an automatic delivery basis. Customer agrees to take delivery of the Estimated Fuel Volume during the Term exclusively from Eastern. Customer agrees not to terminate Eastern as Customer's Fuel supplier, or to purchase Fuel from another supplier, during the Term. If Customer does not take delivery of at least 90 % of the total Estimated Fuel Volume from Eastern in the Term, then Customer shall pay Eastern a penalty on demand of 50 Cents per gallon for each gallon of the Estimated Fuel Volume not delivered to Customer. This penalty will also apply if Eastern stops or suspends deliveries because of Customer's breach of the Agreement (including any failure to make payments when due). Customer accepts the risk that the market price for Fuel during the Term could be less than the Fixed Price Per Gallon. Eastern shall not be liable to Customer for any loss or damage for any failure to deliver any of the Estimated Fuel Volume at the Fixed Price Per Gallon when the performance is prevented, delayed, or otherwise affected by any force majeure cause, including unavailability, rationing, failure or loss of Eastern's sources or facilities of supply; transportation or distribution failures or delays; or any other cause or event whatsoever that lies beyond Eastern's reasonable control, and which is not the result of its fault or negligence. No penalty shall be assessed to Customer for any shortage in delivery of the Estimated Fuel Volume resulting from a force majeure event affecting Eastern as required under applicable law. Eastern has secured its obligations hereunder by entering into contracts with its suppliers to purchase fuel at a fixed price.

Eastern and Customer have executed this Addendum as of the dates set forth below.

CUSTOMER: _____ **EASTERN PROPANE GAS, INC.:** _____

[Print name]

Date: _____ Date: August 30, 2019