

**Special Meeting**  
**Lincoln and Sagadahoc Multicounty Jail Authority**  
Held by Conference Call  
Tuesday, February 16, 2021 @ 4:00 PM

**MINUTES**

**Members Present:**

Charles Crosby  
Pamela Hile (alt)  
Carrie Kipfer  
Peter Lepari  
Rand Maker (alt)  
Joel Merry  
Hamilton Meserve  
Brett Strout  
Mark Waltz

**Unexcused Absences:**

Peter Drum (alt)  
Robert Hasch  
Denise Marr  
Todd McPhee  
Mary Trescot

**Excused Absences:**

William Blodgett (alt)  
Todd Brackett

**Staff:**

Col. James Bailey  
Major William Frith

**Others Present:**

Charlotte Boynton, *Lincoln County Newspaper*

- I. Public Comment-None
- II. Solar Program-Peter Lepari stated there was a joint meeting with the Building & Grounds and the Finance Committee. The committees looked at what ReVision sent; ReVision offered 17.5% on 80% of TBRJ usage. Peter stated that BlueWave Solar offered 15% on 90% of usage. Peter stated that BlueWave would give TBRJ an out in six months once the contract takes effect. ReVision wanted a straight twenty-year contract with no outs. Peter stated with ReVision that there is a possibility of renegotiating the amounts. If TBRJ wanted to go lower, we would have to wait until someone came along to buy out the ones that TBRJ wanted to get rid of. Peter stated with BlueWave we have the ability to go up and down, if we need. The committee members took a vote and was unanimous to go with BlueWave.

James stated maybe Chief Maker and Commissioner Crosby have not yet seen the BlueWave information. James stated with BlueWave they gave an offer to be part of a community solar, which means that TBRJ would be part of a solar project that is off site somewhere. James stated it would give us 15% credits from the solar. TBRJ would have a 15% savings on the credits for us and a twenty-year agreement, which there is language in there that allows the Jail Authority with a 180-day notice to get out of the agreement without penalties. The agreement does allow renegotiating the amount of credits that the Jail Authority would want to buy

depending on the facilities use. BlueWave figures it on 90% of TBRJ past use, did look at years' worth of CMP invoices. James stated that both committees wanted to reach out to ReVision again because they did a lot of work for the Authority trying to get an on-site solar and looking at some other sites. James spoke with Andrew and posed some questions to him about what they had to offer. Andrew stated they do offer a community solar as well. ReVision told James it is a twenty-year contract with 17.5 % but ReVision figures that on 80% of our usage not 90. There is no out clause in the agreement for either party; there is some language for renegotiating in regards to more credits or less. James stated if the Authority looked and decided they wanted to buy more credits then the Authority would have to wait for someone else in the project that wants less to make them available for us. Then if TBRJ wanted to drop the credits then we would need to negotiate the reduce credit but still be on the hook for the credits that TBRJ initially signed up for until someone else came in to buy them. James stated he had Bernstein Shur look over the BlueWave agreement, the attorney stated it is standard up to 15%; the out clause is something in the Authorities favor. James has not received a ReVision one yet for the attorney to look at. James stated the Buildings & Grounds and Finance Committee recommendation is to go with BlueWave. James stated with either agreement that TBRJ would not see an immediate savings both timeline of 2022 before seeing any savings.

Hamilton stated that TBRJ is using in the neighborhood of 20,000.00 a year for electricity. James stated that BlueWave estimated about 20,000.00 to 22,000.00 a year in savings, depending on the rate of the credits, which BlueWave does not set. Right now, the rate is around 12 cents a credit and the facility would get 15% of that. James stated there is no investment on the Authority part, truly savings. BlueWave does have a clause in the agreement that they can pull out in ten days. James stated the attorney office told him to ask for minor modifications on the agreement, which those are not deal breakers.

**On a motion made by Carrie Kipfer, seconded by Pam Hile, it was**

**VOTED: to authorize Colonel James Bailey to negotiate and sign the agreement with BlueWave.**

Roll Call Vote:

|                       |                  |                      |
|-----------------------|------------------|----------------------|
| Charles Crosby-Yes    | Peter Lepari-Yes | Hamilton Meserve-Yes |
| Pamela Hile (alt)-Yes | Rand Make-Yes    | Brett Strout-Yes     |
| Carrie Kipfer-Yes     | Joel Merry-Yes   | Mark Waltz-Yes       |

**Amended Motion:**

**On a motion made by Mark Waltz, seconded by Charles Crosby, it was**

**VOTED: to authorize Colonel James Bailey to execute a contract no less favorable than the agreement proposed from BlueWave.**

Roll Call Vote:

|                       |                  |                      |
|-----------------------|------------------|----------------------|
| Charles Crosby-Yes    | Peter Lepari-Yes | Hamilton Meserve-Yes |
| Pamela Hile (alt)-Yes | Rand Maker-Yes   | Brett Strout-Yes     |
| Carrie Kipfer-Yes     | Joel Merry-Yes   | Mark Waltz-Yes       |

There being no further business, on a motion made, seconded and carried, none opposed, the meeting adjourned at 4:38PM.

Respectfully submitted:

A True Record

Sally Lester

ATTEST: