

Town of Belgrade
Board of Selectpersons

Oct. 20, 2020 / 6:30 p.m.

This meeting will be conducted online at
<https://us02web.zoom.us/j/963032016>

A G E N D A

Call to Order and Pledge of Allegiance
Open Meeting

1. PUBLIC COMMENT

2. OLD BUSINESS

A. Approval of Oct. 6, 2020, **Selectboard minutes**.

3. NEW BUSINESS

A. **Board appointment**

1. Patty Vonldestine – Communications Committee

B. Discussion of **new firefighter/EMS provider** position.

C. Consideration of **Moorings Committee recommendations**.

D. Consideration of **Transfer Station paving bids**.

E. Consideration of **Town flag policy**.

F. Consideration of **tax abatements** totaling \$330.14.

4. WARRANT

5. TOWN MANAGER REPORT

Town of Belgrade
Board of Selectpersons
Oct. 6, 2020 / 6:30 p.m.

This meeting was conducted online at
<https://us02web.zoom.us/j/644641750>

A G E N D A

Selectboard members present: Melanie Jewell, Rick Damren, Ernst Merckens, Kathleen Wall. **Absent:** Dan Newman

In attendance: Fire Chief Dan MacKenzie, Rescue Chief Travis Burton, Dr. Tim Pieh, Facilities Maintenance Director Chris Dutil, Town Clerk Mary Vogel, Town Manager Anthony Wilson, Jack Sutton, Jay Bradshaw, Bruce Galouch, George Seel, Tom Dowd, Jason Carey, Richard Bourne, Scott Damren, Barbara Allen, Lani Carlson.

Ms. Jewell called the meeting to order at 6:30 p.m. Mrs. Wall led the Pledge of Allegiance. Mr. Merckens moved to open the meeting. Mr. Damren seconded. Motion approved 4-0, one absent.

1. **PUBLIC COMMENT.** There was no public comment.

2. **OLD BUSINESS**

A. Approval of Sept. 15, 2020, **Selectboard minutes.** Mr. Merckens moved approval. Mr. Damren seconded. Motion approved 4-0, one absent.

3. **NEW BUSINESS**

A. Discussion of **new firefighter/EMS provider** position. Ms. Jewell read the background memo, noting the challenge of attracting qualified applicants because of weekend shifts. Fire Chief Dan MacKenzie and Medical Director Dr. Tim Pieh said they would like to allow the full-time responders to respond directly from their homes on Saturdays and Sundays, allowing them to perform the job and spend time with their families. They believe this could result in a longer commitment by these employees to the Fire Department. Chief MacKenzie said the responders would be on call from 8 a.m.-8 p.m. During the summer they would have the rescue truck at their homes and would respond directly from there. During the winter, they would retrieve the truck from the station when they received a call. Dr. Pieh said working two weekends a month could burn out employees. He also noted an adjusted schedule will likely result in more Belgrade applicants. Saying he sees no downside, Dr. Pieh called it a "no-brainer." Mrs. Wall called it a "great idea." Mr. Damren expressed concerns about response times to Rome and the liability of an on-call employee being injured at home in a non-work-related incident. The Town Manager agreed to consult MMA's Legal Services department about that. Dr. Pieh said flexibility will result in

higher-quality applicants. Mr. Bradshaw expressed confidence in the Fire Department's ability to manage the schedule, which would ensure another highly qualified responder answering medical calls. That, he added, is more important than response times. Dr. Pieh committed to monitoring response times and other factors. He suggested operational details should be deferred to the expertise of Chiefs MacKenzie and Burton. Chief MacKenzie said he will discuss this with the Town of Rome. The item will again be placed on the Oct. 20 agenda.

- B. Discussion and consideration of the **Comprehensive Plan Implementation Oversight Committee's annual report** to the Selectboard. Comprehensive Plan Implementation Oversight Committee chair George Seel presented the annual report's findings and recommendations. The Board asked about creating a citizen's guide to land use ordinances and creating a geographic information system (GIS) to ensure open space and adherence to the comprehensive plan. The Town Manager suggested the former task might be one for the Planning Board after its ordinance rewrites, and the latter is something KVCOG might assist with. The 2020 report will be posted at townofbelgrade.com/compplancommittee, and the 2019 report will be archived on the website. The comprehensive plan is posted at townofbelgrade.com/compplan.
- C. Consideration of updates to **employment guidelines**. Because Mr. Newman was absent, Mr. Damren moved the item be tabled. Mrs. Wall seconded. Motion approved 4-0, one absent.
- D. Consideration of **annual appointments** and of **election clerk**. Mr. Merckens moved approval of the list as presented with the addition of Sheila Thorne as the Motor Vehicle Agent and as Deputy Clerk/Registrar. Mrs. Wall seconded. Motion approved 4-0, one absent.
4. **WARRANT**. Mr. Merckens moved approval of Warrant No. 133 in the amount of \$633,715.86. Mrs. Wall seconded. Motion approved 4-0, one absent.
5. **TOWN MANAGER REPORT**.
- The Town Manager received pricing from two drillers for drilling a well near the maintenance garage. The Board agreed with his suggestion to seek full proposals from each.
 - The Belgrade Regional Health Center board was agreeable to sharing with Rome its \$10,000 grant to Belgrade to help pay for a second full-time firefighter. The Health Center board agreed to a split of \$7,500 for Belgrade and \$2,500 for Rome. The Town Manager will communicate that to Rome's lead selectperson.
 - The Board expressed interest in the Town Manager's idea to research the possibility of installing solar panels at or on the Town Office, or purchasing green energy or solar credits to lower electric costs.
 - The Board will next meet Nov. 10. The regularly scheduled date falls on Election Day.

Mr. Damren moved to adjourn at 7:58 p.m. Mrs. Wall seconded. Motion approved 4-0, one absent.

DRAFT

TOWN OF BELGRADE



Board/Committee Appointment & Re-appointment Application

Application for Appointment or re-appointment to:

_____ Planning Board	_____ Board of Parks & Recreation
_____ Board of Appeals	_____ Board of Assessment & Review
_____ Dams Committee	_____ Transfer Station & Recycling Com.
_____ Cemetery Committee	_____ Budget Committee
_____ Library Trustee	_____ Tree Committee
_____ Long Range Planning Com.	_____ Comprehensive Plan Review Committee

Other Communications Committee

If this is a re-appointment please state the number of years you have served _____

Name Patty Voniderstine

Address 58 Smithfield Rd

Phone # (Home) 612.889.0163 (Work) 207.661.3030 Email: patty.voniderstine@gmail.com

Place of Employment Maine Health

Education & Experience Master's Degree in Health & Human Services, Healthcare Administration, Master's Certificate in Project Management, Clinical background in Cardiology, specialize in Healthcare IT, currently IT Director of Client Services, previous Adjunct Faculty at St. Mary's University of Minnesota teaching Bachelor's and Master's courses, previous ministry work and served as Financial Officer, Women's & Children's Church Leader

Interests and Hobbies Professional coaching, opening a business as a bed and breakfast, reading, cooking/baking

Why do you wish to serve on a municipal board or committee?

I would like to support our local community using my professional and personal skills. I have experience in creating newsletters, professionally and within a volunteer capacity. Additionally, being new to the Belgrade community I would love to build relationships within Belgrade and the surrounding communities

References

Name Polly Beatie Phone # 207.649.4902

Name Liz Fontaine Phone # 207.592.5990

Please Return to:

Town Manager
Town of Belgrade
990 Augusta Road
Belgrade, ME 04917

Email Address: patty.voniderstine@gmail.com

Memo

To: Board of Selectpersons
From: Anthony Wilson, Town Manager
Date: Oct. 20, 2020
Re: Firefighter/EMS provider schedules

In response to a question about allowing full-time first-responders to respond from their homes on weekends, Maine Municipal Association attorney Michael Stultz advised, "With respect to liability, I don't believe there are any liability concerns for the town. Having an employee on call from his residence is not a source of potential liability for the municipality."

That does not mean the Town would not be subject to worker's comp claims. That is always a possibility for anyone who earns a Town paycheck. MMA worker's comp claims representative Patty Cornforth confirmed that whether a case is compensable would not hinge on whether our EMS personnel are responding from their homes or from a station. If in rushing to respond to a call, a first-responder slips in his driveway, falls and hurts himself, that would be a compensable injury. That would be true if it happened today to a volunteer responding to a call from his home or to our full-time Rescue Chief responding from a station. It's also true that if someone is injured in a non-work-related manner at home (or at work), that person could still file a claim. Whether that claim would be compensable would depend on what the MMA's investigation found and how a judge ruled. Both of those represent gray areas.

In short, the Town suffers no greater exposure under the plan proposed by Fire Chief Dan MacKenzie and endorsed by Dr. Tim Pieh, medical director of our regional EMS group, to allow full-time responders to respond from their homes on the weekend.

Chief MacKenzie spoke with Rome Fire Chief Gary Foss, who supports the plan.

Given Chief MacKenzie's experience, judgment and commitment to the provision of service, and considering Dr. Pieh's support, I am confident in the chief's plan, which may ensure higher-quality candidates. If issues arise from the schedule change, I fully trust Chief MacKenzie, Rescue Chief Travis Burton and Dr. Pieh would resolve those in a way that best serves the community.

Memo

To: Board of Selectpersons
From: Anthony Wilson, Town Manager
Date: Oct. 20, 2020
Re: Moorings Committee recommendations

The Moorings Committee on Oct. 13 approved the following four recommendations by a vote of 5-0:

- **Houseboats:** The overnight mooring, anchoring, tethering or otherwise securing of water vessels should be prohibited on Belgrade's lakes if: the craft has a flat deck with a beam (a boat's side-to-side measurement at its widest point) of 7 feet or greater, and it has a superstructure above the main deck that includes a head (toilet), a galley or sleeping quarters designed or modified for temporary or permanent living.

This recommendation targets houseboats that produce waste that negatively impact water quality and detract from the character and integrity of the lakes. Both concerns are heightened by the likelihood houseboats would be rented through sites such as Airbnb.

The recommendation's limited nature would continue to let recreational boaters sleep overnight on their personal crafts, either anchored, moored, or secured within 200 feet of shore, or tethered to a dock with the owner's permission. That is in keeping with public sentiments heard during an August Selectboard meeting and a subsequent public forum. State law prohibits spending the night on the water more than 200 feet from shore.

If the Town adopts this regulation as an ordinance, it would be enforced by the code enforcement officer, responding to citizen complaints.

- **Moorings:** The Town should adopt the coastal standard of limiting moorings to one for every 50 feet of a property owner's shoreline, so long as safe navigation is unimpeded. This would ensure moorings do not mushroom uncontrolled. Existing moorings with floats in the Great Pond Stream, as inventoried in October 2020, would be excluded from the regulation.
- **Public education:** The Town should engage in a campaign to inform boaters of the state law prohibiting disposing of waste in lakes. The effort

would include postings at public boat landings and flyers handed to boat owners as they register their crafts. The disposal of any waste – human or otherwise – on Maine lakes is policed by the Warden Service and punishable by maximum fines of \$500 for a first offense and \$1,000 for subsequent offenses.

- **Lakes Committee:** The Moorings Committee should become a standing committee, rebranded as the Lakes Committee. The group would meet at least once annually to consider evolving concerns that may need addressing. It would also partner with the 7 Lakes Alliance and local lake associations to address lake-related issues. Its membership should include one representative each from the Belgrade Lakes Association, the Friends of Messalonskee, and the McGrath Pond-Salmon Lake Association; one seasonal resident; and three Selectboard appointees.

If the Selectboard agrees with the recommendations, the Moorings Committee will work with the Town's attorney to craft a proposed ordinance regarding houseboats and moorings for the board's review and approval. Voter consideration could occur during town meeting in the spring.

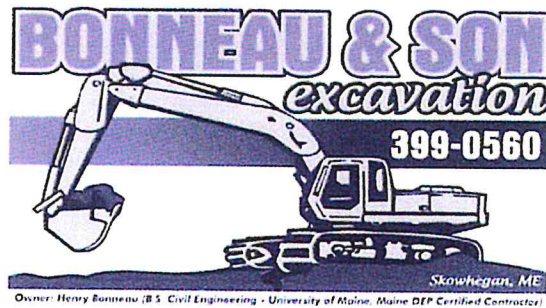
Memo

To: Board of Selectpersons
From: Anthony Wilson, Town Manager
Date: Oct. 20, 2020
Re: Transfer Station paving

Bonneau and Son Excavation of Skowhegan submitted the lowest of the four complete bids received on the Transfer Station paving project, with a price of \$55,519. Its bid, the bid tab sheet and the request for proposals is attached. Bonneau's proposal includes a base bid of \$48,595 for excavation and paving in the areas leading up to and around the recycling center. Additionally, it submitted an alternate bid of \$6,924 for ditching adjacent to the paved area.

The Transfer Station and Recycling Committee reviewed the bids on Oct. 14 and unanimously approved a recommendation that Bonneau be awarded the bid.

Contractor	Base bid	Alternate bid	Total
Bonneau & Son	\$48,595	\$6,924	\$55,519
Manter	\$49,950	\$6,450	\$56,400
CCC	\$54,965	\$6,500	\$61,465
McGee	\$55,770.00	\$7,560	\$63,330.00



Town of Belgrade Transfer Station Paving - Alternate Proposal #4:

Bonneau & Son Excavation
P.O. Box 232
Skowhegan, ME 04976
Tel: (207)399-0560
10/13/20

Material/Service:

Price:

Alternate Proposal #4:

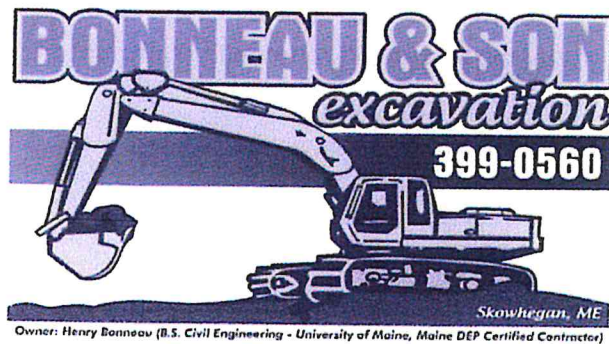
\$48,595.00

- Excavate and pave areas A,B,C,E, and F for an area of 7,800 SF (please see map)
- Excavate to a depth of 1.5ft over the entire 7,800 SF area and replace existing gravels with new gravels consisting of 15inches of Type D base gravel and 3inches of Type A surface gravel.
- Depth of new pavement across the entire 7,800 SF will be 2.5inches of 12.5mm mix with modified binder.
- Add +\$1,000.00 for MIRAFI 500x woven roadway fabric to be installed under all new gravels

Total

\$48,595.00

Thank you for the opportunity to bid this job. For questions, please call Henry Bonneau at (207)399-0560, Thank you



Town of Belgrade Transfer Station Paving Proposal:

Prepared by: **Bonneau & Son Excavation**

P.O. Box 232

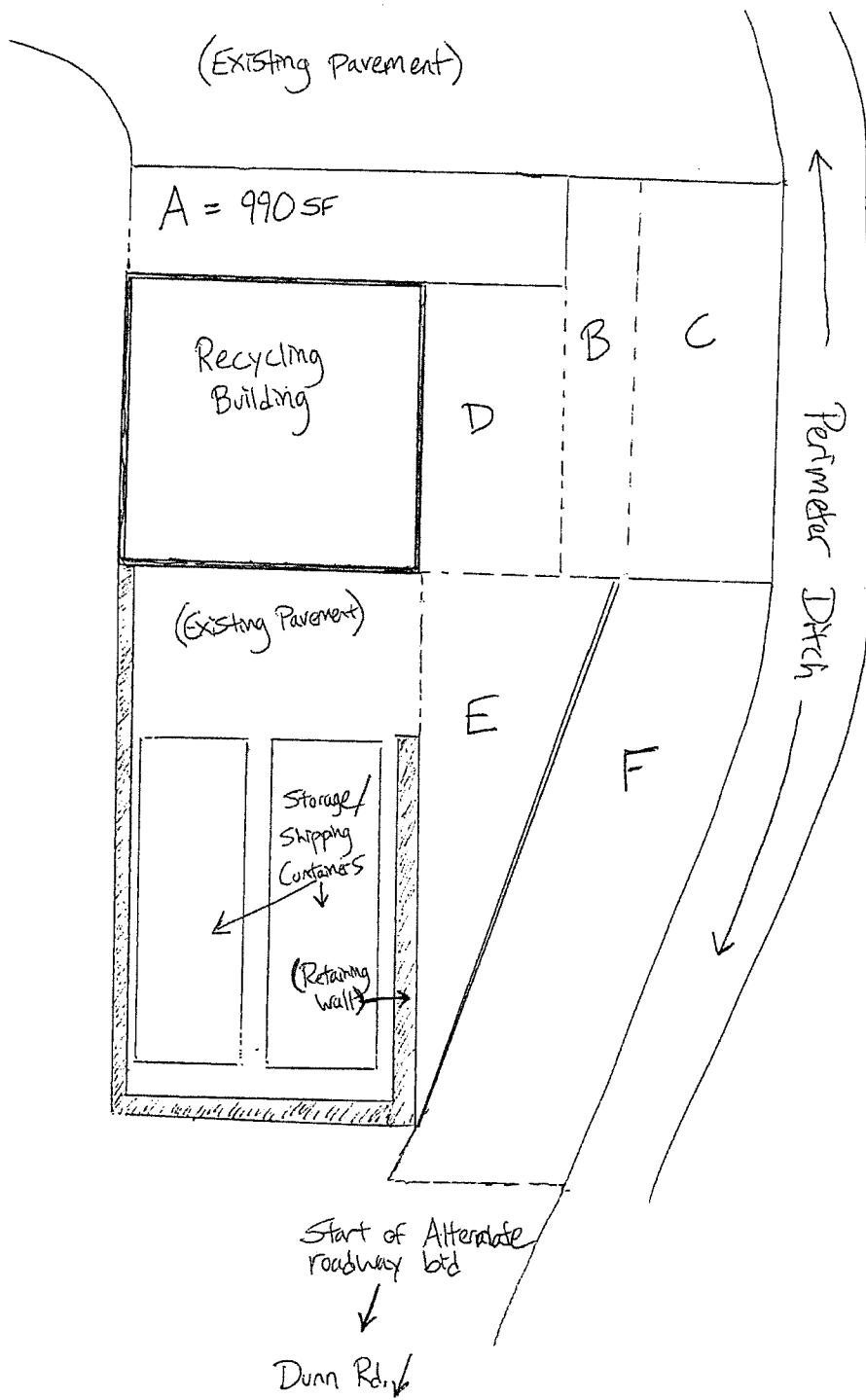
Skowhegan, ME 04976

Tel: (207)399-0560

Email: henry.bonneau@gmail.com

This proposal has been prepared by Henry Bonneau, owner of Bonneau & Son Excavation of Skowhegan, ME for the Town of Belgrade, ME. The owner, Henry Bonneau, is submitting this bid with the best intentions to provide quality work without any connection with any other proposer for making a proposal of the same services, and that no person acting, for or employed by the town, is directly or indirectly interested in this proposal or any agreement which may be entered into which the proposal relates to or in any portion of the profits herefrom.

Henry Bonneau September 29, 2020



Proposal:	Price:
<p><u>Alternate Proposal 1:</u></p> <ul style="list-style-type: none"> Excavate and pave area A (990 square feet) as specified (18" of new gravel and 2.5" of pavement) Overlay 5,300 square feet with 1.5" thick of new pavement (area B + C) The current pavement grade of area E and D may be an issue and need to be addressed for area B and C to be properly overlaid. This area is to be inspected and confirmed if proposal were to be carried out. Add +\$250.00 for MIRAFI 500x woven roadway fabric to be installed under 18" layer of new gravel 	<p>\$19,752.00</p>
<p><u>Alternate Proposal 2:</u></p> <ul style="list-style-type: none"> Excavate and pave area A, E, and F (4,490 square feet) as specified (18" of new gravel and 2.5" of pavement) Overlay 3,300 square feet with 1.5" thick of new pavement (area B + C) The current pavement grade of area D may be an issue and need to be addressed for area B and C to be properly overlaid. This area is to be inspected and confirmed if proposal were to be carried out. Add +\$250.00 for MIRAFI 500x woven roadway fabric to be installed under 18" layer of new gravel Add +\$6,924.00 for 210ft of perimeter ditch next to proposed paved area to be ditched and lined with non-woven fabric and 1ft thick of rip-rap 	<p>\$36,474.00</p>

Equipment that will be used for this project:

- 2018 Link Belt 145 X4 Excavator with 60" ditching bucket (48" digging bucket and thumb if needed) and a 2008 John Deere 160D LC excavator with thumb, digging bucket, and ditching bucket
- 2007 Peterbilt triaxle dump truck with a 550 hp Caterpillar motor and a 1990 Peterbilt tandem axle dump truck with a 425 Cat motor (in great condition), as well as hired trucks if needed for alternate bid item.
- 2012 Caterpillar 289C Tracked Skidsteer (for fine grading and spreading of gravel)
- Bomag 3-ton Roller (as well as possible 7-ton roller for alternate bid item)
- 2002 Cat D4G XL Dozer (as well as rented John Deere 450 Dozer for alternate bid item)
- 2018 GMC Sierra 2500HD or 2005 Chevrolet Silverado 2500HD to transport crew back and forth to job, as well as to haul hay blower
- Pro Chopper Hay Blower to hay and seed areas of disturbed soil for alternate bid item.

Other Equipment and Crew:

Paving for this project will be completed by Fine-Line Paving out of Madison, ME; a sub-contractor we frequently work with. All earthwork will be completed by crew of Bonneau & Son which may include 1 of 2 operators (each having 30-40 years of experience in the construction industry), or by owner/operator Henry Bonneau (having nearly 10 years of experience as an owner/operator as well as having a 4 year - bachelors degree in Civil Engineering with a minor in Construction Management), as well as 2 truck drivers also yielding 30+ years of experience. Additional crew used on this project would be the two laborers who have been employed by Bonneau & Son for several years and are extremely capable of performing various tasks from grading and running a transit, to operating a hay blower, seeding, and raking/grading.

Other equipment include a 79hp Bobcat rubber-tire skidsteer, 2008 John Deere 160D LC excavator with thumb, digging bucket, and ditching bucket, 2019 Whacker Nelson 200lb hand-tamper, 2005 Cat 924G Loader, 2016 Chevy Silverado 2500 HD, 2015 BWS 25ton tag tilt trailer, and (2) 7-ton tilt trailers.

References:

- 1). Town of Skowhegan - Greg Dore (Road Commissioner) (207)431-5021

-Have completed two larger projects involving foundation work and road work. Have recently been awarded a contract construct a turn-lane in Skowhegan priced at around \$125,000.00

2). Maranacook School District - Wayne Elementary and Wayne Town Office - Shaun Drinkwater (207)931-8389

-Completed the installation of a large, 96-unit Eljin In-drain Septic System with large pumping station and 4000gal tank capacity at the Wayne Elementary School and Town Office in August 2019.

3). Express Electrical Commercial and Industrial Contractors - Jay Mitchell (207)474-4390

-Have completed several projects for Express Electric including foundation work, a large gravel parking area, ditching of a private road and next to a long driveway, as well as the installation of a large septic system with a stone-bed leach-field, 2000gal tank, and incidental cut and fill to change the grade of entire parking area and lawn.

4). Parking Lot Paving of the Skowhegan Plaza Shopping Center including the demolition of a box culvert, cleanup of storm debris, installation and compaction of gravel, fine grading of new gravel across the parking lot, and nearly \$26,000.00 worth of paving completed by Fine Line Paving and Grading.

More references can be produced upon request

Thank you for the opportunity to bid this job. For questions, please call Henry Bonneau at (207)399-0560, Thank you

REQUEST FOR PROPOSALS TRANSFER STATION PAVING

I. INTRODUCTION

The Town of Belgrade, Maine (hereinafter, the “Town”) is seeking sealed Proposals for excavation and paving at its Transfer Station.

All Proposals are to be submitted in a sealed envelope clearly marked on the outside “Belgrade Transfer Station Paving.”

Completed proposals must be received at the Town Office, at the following address: 990 Augusta Road, Belgrade, Maine 04917, by 4:30 p.m., on Tuesday, Sept. 29, 2020.

Any proposal received after the deadline stated above shall not be considered. The proposal must be signed by the proposer with its full name and address and enclosed in a sealed envelope.

Bids will be opened on Wednesday, Sept. 30, 2020, in the conference room at the Town Office at 8:30 a.m.

Questions regarding this Request for Proposals should be directed to Anthony Wilson, Town Manager, at the address above or by email at townmanager@townofbelgrade.com. All questions by prospective proposers pertaining to this Request for Proposals must be received, in writing, by the Town Manager at least five (5) days before the date set for the opening of the proposals. Any questions which, in the opinion of the Town Manager, request interpretation, will be addressed by a written interpretation in the form of a numbered addendum, sent by registered mail to each person or firm who has taken out a Request for Proposals not later than three (3) days prior to the scheduled opening of the proposals. Addenda issued later than three (3) days prior to the scheduled opening of the proposals may be by telephone. Proposers shall acknowledge receipt of all addenda in the space provided therefor in the proposal form, whether the addenda are in response to questions or otherwise issued by the Town and whether the addenda are received by mail or telephone.

Each proposer is required to state in its proposal: (1) the proposer’s name and place of business, and the names of persons or parties interested as principals with it; (2) that the proposal is made without any connection with any other proposer making any proposal for the same services; and (3) that no person acting for or employed by the Town is directly or indirectly interested in the proposal or any agreement which may be entered into to which the proposal relates or in any portion of the profits herefrom.

The successful proposer shall be required to sign a contractual agreement substantially similar to the standard Town services agreement, a copy of which is attached hereto as Exhibit 1.

Before commencing work under the services agreement, the successful proposer shall produce evidence satisfactory to the Town that it and its subcontractors, if any, have secured public

liability, automobile and workers' compensation insurance coverages as set forth in Exhibit 1. In addition, before signing the contract, the successful proposer shall provide a performance bond and payment bond, each in the full contract price, guaranteeing the contractor's performance and payment.

Each proposer may visit the site of services by appointment with the Transfer Station director and inform itself of the conditions relating to the area in which the services shall be performed. Failure to do so will not relieve a successful proposer of its obligations to furnish all equipment, material and labor necessary to carry out the provisions of the agreement and to complete the contemplated work for the consideration set forth in this Request for Proposals. The Town disclaims any and all responsibility for injury to proposers, their agents or others while examining the work site or at any other time. Proposers are responsible for all of their costs in preparing and submitting proposals hereunder.

No Proposals may be withdrawn within a period of thirty (30) days after the opening of bids.

Proposers must submit their proposals in triplicate. Proposal forms furnished by the Town or copies thereof shall be used, and strict compliance with the requirements of this Request for Proposals is necessary.

II. SCOPE OF SERVICES

The scope of services hereunder is described in the specifications attached hereto (hereinafter, the "Services.")

III. PROPOSAL SUBMISSION REQUIREMENTS

The proposal must include all materials, equipment and labor necessary to perform the Services and must state the name of the person(s) or entity(entities) owning the materials and equipment and/or providing the personnel that forms the basis for its proposal.

All Services to be furnished to the Town shall be performed with equipment, methods and use of personnel in accordance with the pertinent Occupational and Safety and Health Act (OSHA) requirements of the State of Maine and the United States.

IV. SELECTION CRITERIA

Proposals will be evaluated based on the following criteria:

Understanding of, and familiarity with, the project (20%)

Prior experience with similar projects (20%)

Qualifications and experience of firm (25%)

Cost (25%)

References (10%)

V. ACCEPTANCE/REJECTION

The Town reserves the right to waive any informalities in proposals, to accept any proposal and to reject any or all proposals, should it be deemed in the best interest of the Town/City to do so.

Proposals may be held by the Town/City for a period not to exceed thirty (30) days from the date of the opening of proposals for the purpose of reviewing proposals and investigating the qualifications of the Proposers prior to the award of a contract.

Date: _____, _____

By: _____
Town Manager

Appendix A

SPECIFICATIONS

The total area to be paved at the Transfer Station measures approximately 7,800 square feet. As part of the project, an area that is approximately 4,500 square feet will be excavated to a depth of 18 inches. That area includes a 990-square-foot strip on the north side of the recycling building extending east, and 3,500 square feet extending from the south wall of the recycling center to the perimeter ditch on the east and just beyond the retaining wall to the south. The excavated materials will be stockpiled at the Transfer Station in a location determined by the Transfer Station Director. The excavated materials should be replaced at the same depth with, measured from the top down, 3 inches Type A Base Gravel (MDOT 703.06a) over 15 inches Type D Subbase Gravel (MDOT 703.06c). MIRAFI 500x woven roadway fabric is to be installed beneath the 18-inch layer of new gravel. Limit of existing pavement course removal shall be saw cut to provide a square straight joint and shall extend not less than 1 foot beyond the limit of underlying course removal.

The paving should consist of one layer a minimum of 2.5 inches thick with modified binder. Hot mix asphalt should be 12.5mm mix, MDOT403.2081, which includes polymer modified binder. Contractor to adjust gravel thickness to ensure the work matches into existing grade of the surrounding area and to maintain positive drainage (i.e. to prevent ponding).

Additionally, an area that is 3,300 square feet that abuts the perimeter ditch and extends from the south wall of the recycling center north to the existing pavement is to be overlaid with 1.5 inches of new pavement.

The pavement grade of a 1,250-square foot area the extends east from the north and south sides of the recycling center may also need to be addressed. Bidders should offer any recommendations and pricing they believe are advisable to ensure a proper overlay of the area described in the prior paragraph.

The work will be performed under the Town of Belgrade Road Commissioner's bond. The Road Commissioner and Transfer Station Director will inspect the project to their satisfaction.

Additionally, as an alternate bid, please submit a proposal for ditching 210 feet of the perimeter ditch, lining it with non-woven fabric, and covering with 1 foot of riprap.

Exhibit 1

SERVICES AGREEMENT

THIS AGREEMENT is made this _____ day of _____, _____ by and between the Town of _____, a municipal corporation existing under the laws of the State of Maine and located in the County of _____, State of Maine (hereinafter "TOWN") and _____ (hereinafter "CONTRACTOR"),

WITNESSETH:

In consideration of the mutual covenants and conditions contained herein, the TOWN and the CONTRACTOR agree as follows:

I. SCOPE OF SERVICES

The CONTRACTOR shall furnish all of the services, materials and perform all of the work as described in the Request for Proposals and Specifications entitled:

_____ issued under date of _____, _____ by _____, Town/City Manager and shall do so in accordance with the Contractor's Proposal dated _____, which Request for Proposals, Specifications and Proposals are attached hereto and made a part hereof (hereinafter, collectively referred to as the "Services"), and the CONTRACTOR covenants that it shall do everything required by this Agreement, the conditions of the Agreement (together with the General, Supplementary and other Conditions, if any), the Request for Proposals, the Specifications, the Drawings and the Proposal in return for payment as provided herein.

A. The CONTRACTOR shall be responsible for the professional quality, technical accuracy, timely completion, and the coordination of all analyses, reports, and other Services furnished by the CONTRACTOR under this Agreement. The CONTRACTOR shall, without additional compensation, correct or revise any errors or deficiencies in his analysis, reports, and other Services. Deficiencies are defined as willful or negligent acts that distort or falsify the state of the art of the products and Services developed and provided hereunder, or willful or negligent non-assignment of personnel or assignment of unqualified personnel to perform the duties hereunder.

B. Approval by TOWN of analyses, reports, and other services furnished hereunder shall not in any way relieve the CONTRACTOR of responsibility for the technical

adequacy of the work. Neither TOWN's review, approval or acceptance of, nor payment for, any of the Services shall be construed to operate as a waiver of any rights under this Agreement or any cause of action arising out of the performance of this Agreement, and the CONTRACTOR shall remain liable in accordance with applicable law for all damages to TOWN caused by the CONTRACTOR's willfully negligent performance of any of the Services furnished under this Agreement.

II. CONTRACTOR OBLIGATIONS

The CONTRACTOR warrants:

- A. That it will furnish all vehicles, materials, personnel, tools and equipment, except as otherwise specified herein, and do everything necessary and proper to satisfactorily perform the Services required by this Agreement.
- B. That it is financially solvent, is experienced in and competent to perform the Services and is able to furnish the vehicles, materials, personnel, tools and equipment to be furnished by it.
- C. That it is familiar with all federal, State and local statutes, laws, rules, regulations, ordinances and orders which may in any way affect the Services.
- D. That it has carefully examined the Request for Bid Proposals, the Specifications, this Agreement and the site of the Services and has conducted its own investigation of the nature and location of the Services, the character of equipment and personnel needed to perform the Services and all conditions which may in any way affect the performance of the Services.
- E. That any increase in CONTRACTOR'S costs during the term of this Agreement shall be the sole responsibility of the CONTRACTOR.

III. COMPLETION OF SERVICES/COMPLETION DATE

The Services to be performed under this Agreement shall be commenced by _____ and substantially completed on or before _____. Due to the difficulty of calculating damages for late completion, liquidated damages in the amount of \$ 100 per day for late completion after the date for substantial completion shall be awarded to the TOWN for delay in substantial completion not otherwise excused or permitted under this Agreement.

IV. CONTRACT PRICE

The TOWN shall pay the CONTRACTOR for the performance of Services under this Agreement the sum of \$ _____ (the "Contract Price").

V. PROGRESS PAYMENTS

CONTRACTOR shall submit for TOWN'S Approval, monthly invoices for the Services performed hereunder in the previous month. The TOWN shall pay CONTRACTOR such approved amounts within thirty (30) days from TOWN'S receipt of said invoice.

VI. GUARANTEE

A. To the extent construction or materials are provided in the provision of Services hereunder, the CONTRACTOR and the subcontractors, if any, shall guarantee their work against any defects in workmanship and materials for a period of one year from the date of the TOWN'S written acceptance of this project, and agree to repair or replace at no cost or expense to the TOWN all work, materials and fixtures at any time during said one-year period.

B. The CONTRACTOR represents that in the performance of its obligations hereunder, it will perform in accordance with applicable standards of conduct for professionals in the field. Where an engineer's stamp or seal is required in the conduct of such Services, the documents shall be stamped by a professional engineer registered in the State of Maine.

VII. PERMITS AND LICENSES

Permits and licenses necessary for the prosecution of the Services shall be secured and paid by the CONTRACTOR.

VIII. TOWN'S RIGHT TO TERMINATE CONTRACT

Without prejudice to any other right or remedy, the TOWN may terminate this Agreement for cause by providing the CONTRACTOR and its surety with seven (7) days' written notice of termination. For purposes of this Agreement, cause includes, but is not limited to: the adjudication of the CONTRACTOR as a bankrupt; the making of a general assignment by the CONTRACTOR for the benefit of its creditors; the appointment of a receiver because of the CONTRACTOR's insolvency; the CONTRACTOR's persistent or repeated refusal or failure, except for cases in which extension of time is provided, to supply enough properly-skilled workers or proper materials to perform the Services; the CONTRACTOR's persistent disregard of

federal, state or local statutes, laws, codes, rules, regulations, orders or ordinances; and the CONTRACTOR's substantial violation of any provisions of this Agreement. In the event of a termination for cause, the TOWN may take possession of the premises and of all materials, tools and appliances thereon and finish the Services by whatever method it may deem expedient. In such case the CONTRACTOR shall not be entitled to receive any further payment until the Services are finished. If the unpaid balance of the Agreement price shall exceed the expense of finishing the Services, including compensation for additional architectural, managerial and administrative services, such excess shall be paid to the CONTRACTOR. If such expense shall exceed such unpaid balance, the CONTRACTOR shall pay the difference to the TOWN.

Further, the TOWN may terminate this Agreement for convenience upon thirty (30) days' written notice to the CONTRACTOR, in which case, the TOWN shall pay the CONTRACTOR for all Services satisfactorily performed and materials purchased up to the date of receipt of such notice by the CONTRACTOR. In the event that the TOWN terminates this Agreement for cause and it subsequently is determined that cause did not exist, such termination shall be deemed to be for convenience.

IX. INSURANCE

Except as otherwise provided by this Agreement, the CONTRACTOR and its subcontractors and consultants shall obtain and maintain, throughout the term of this Agreement and for a period of at least two years following the completion of Services under this Agreement, at no expense to the TOWN, the following insurance coverages:

a. **Public Liability Insurance** in the amount of not less than Four Hundred Thousand Dollars (\$400,000) or such other amount as is established by the Maine Tort Claims Act (14 M.R.S.A. §8101 et seq.) as amended from time to time, combined single limit, to protect the CONTRACTOR, any subcontractor performing Services under this Agreement, and the TOWN from claims and damages that may arise from operations under this Agreement, whether such operations be by CONTRACTOR or by a subcontractor or by anyone directly or indirectly employed by them.

b. **Workers' Compensation Insurance** in amounts required by Maine law and **Employer's Liability Insurance**, as necessary, as required by Maine law. In case any class of employees engaged in hazardous work under this Agreement is not protected under the Workers' Compensation Act, the CONTRACTOR shall, at its own expense, provide for the protection of its employees not otherwise protected.

c. All such insurance policies shall name the TOWN and its officers, agents and employees as additional insureds, except that for purposes of workers' compensation insurance, the CONTRACTOR and its subcontractors instead may provide a written waiver of subrogation rights against the TOWN. The CONTRACTOR, prior to commencement of Services under this Agreement, and any of its subcontractors, prior to commencement of Services under any subcontract, shall deliver to the TOWN certificates satisfactory to the TOWN evidencing such insurance coverages, which certificates shall state that the CONTRACTOR and its subcontractors must provide written notice to the TOWN at least thirty (30) days prior to cancellation, non-renewal, material modification or expiration of any policies, evidenced by return receipt of United States Certified Mail. Replacement certificates shall be delivered to the TOWN prior to the effective date of cancellation, termination, material modification or expiration of any such insurance policy. The CONTRACTOR shall not commence Services under this Agreement until it has obtained all insurance coverages required under this subparagraph and such insurance policies have been approved by the TOWN, nor shall the CONTRACTOR allow any of its subcontractors to commence Services on any subcontract until all such insurance policies have been obtained by the subcontractor and approved by the TOWN. All such insurance policies shall have a retroactive date which is the earlier of the date of this Agreement between the parties or the CONTRACTOR's Commencement of Services hereunder.

X. INDEMNIFICATION

The CONTRACTOR agrees to defend, indemnify, and hold harmless the TOWN, its officers, agents, and employees against any and all liabilities, causes of action, judgments, claims or demands, including attorney's fees and costs, for personal injury (including death) or property damage arising out of or caused by the performance of Services under this Agreement by CONTRACTOR, its subcontractors, agents or employees.

XI. LIENS

Neither the final payment nor any part of the retained percentage shall become due until the CONTRACTOR delivers to the TOWN a complete release of all liens arising out of the Agreement, or receipts in full in lieu thereof and, in either case, an affidavit that so far as it has knowledge or information the releases and receipts include all the labor and material for which a lien could be filed, but the CONTRACTOR may, if any subcontractor refuses to furnish a release or receipt in full, furnish a bond satisfactory to the TOWN to indemnify it against any lien. If any lien remains unsatisfied after all payments are made, the CONTRACTOR shall refund to the TOWN all moneys that

the latter may be compelled to pay in discharging such a lien, including all costs and a reasonable attorney's fee.

XII. ASSIGNMENT

Neither party to the Agreement shall assign this Agreement or sublet it as a whole without the written consent of the other, nor shall the CONTRACTOR assign any prior moneys due or to become due to it hereunder, without the previous written consent of the TOWN.

XIII. SUBCONTRACTS

The CONTRACTOR shall not sublet any part of this Agreement without the prior written permission of the TOWN. The CONTRACTOR agrees that it is fully responsible to the TOWN for the acts and omissions of its subcontractors and of persons either directly or indirectly employed by them, as it is for the acts and omissions of persons directly employed by it.

XIV. USE OF PREMISES

The CONTRACTOR shall confine its apparatus, the storage of materials and the operations of its workers to limits indicated by law, ordinances and permits and shall not otherwise unreasonably encumber the premises with its materials. If any part of the project is completed and ready for use, the TOWN may, by written and mutual consent, without prejudice to any of its rights or the rights of the CONTRACTOR, enter in and make use of such completed parts of the project. Such use or occupancy shall in no case be construed as an acceptance of any work, materials or Services.

XV. CLEANING UP

The CONTRACTOR shall at all times keep the premises free from accumulation of waste materials or rubbish caused by its employees or Services, and at the completion of the Services it shall remove all its rubbish from and about the project, and all its tools, scaffolding and surplus materials and shall leave the premises "broom-clean" or its equivalent, unless more exactly specified. In case of dispute, the TOWN may remove the rubbish and charge the cost to the CONTRACTOR.

XVI. FINAL PAYMENT

Final payment, constituting the entire unpaid balance for the Contract Sum, shall be paid by the TOWN to the CONTRACTOR when the Services have been completed,

the Contract fully performed, and, if applicable, a final Certificate for Payment has been issued by the Architect.

XVII. TOWNSHIP OF DOCUMENTS

All drawings, notes, documents, plans, and specifications or other material to be developed under this Agreement shall become the property of the TOWN and be promptly delivered to the TOWN upon the completion of Services under this Agreement or sooner upon TOWN's request or the termination of this Agreement. The CONTRACTOR shall be responsible for the protection and/or replacement of any work or materials in its possession, including work or materials provided to the CONTRACTOR by the TOWN. The TOWN agrees that it will not use the construction plans and specifications developed under this Agreement for any project other than the project specified herein without the written consent of the CONTRACTOR, which consent shall not be unreasonably withheld.

XVIII. DISCLAIMER

CONTRACTOR has inspected the conditions of the premises and with full knowledge thereof agrees to take them as is, with no warranties express or implied excepting those express statements in this Agreement.

XIX. FORCE MAJEURE

Provided such party gives written notice to the other of such event, a party shall not be liable for its failure to perform its respective obligations under this Agreement, if prevented from so doing by any cause beyond the reasonable control of such party such as, but not limited to, strikes, lockouts, or failure of supply or inability by the exercise of reasonable diligence, to obtain supplies, parts, or employees necessary to perform such obligations, or because of war or other emergency. The time within which such obligations shall be performed shall be extended for a period of time equivalent to the delay from such cause.

XX. NON-WAIVER

Except as expressly provided in this Agreement, the failure or waiver, or successive failures or waivers on the part of either party hereto, in the enforcement of any paragraph or provision of this Agreement shall not render the same invalid nor impair the right of either party hereto, its successors or permitted assigns, to enforce the same in the event of any subsequent breach thereof.

XI. NOTICES

Notices hereunder shall be deemed sufficient if sent by U.S. Certified mail as follows:

TO TOWN: _____, Town Manager
Town of _____

TO CONTRACTOR: _____

XXII. REMEDIES

Except as otherwise agreed by the parties in writing, all disputes, claims, counterclaims and other matters in question between the TOWN and the CONTRACTOR arising out of or relating to this Agreement shall be decided by a Maine court of competent jurisdiction. This Agreement is made and shall be construed under the laws of the State of Maine. Except as otherwise expressly agreed by the parties in writing, exclusive venue for any such civil action shall be in Maine.

XXIII. COMPLIANCE WITH APPLICABLE LAWS

The CONTRACTOR agrees that it and its subcontractors, if any, shall comply with all applicable federal, State and local statutes, laws, rules, regulations, codes, ordinances, orders and resolutions in the performance of Services under this agreement.

XIV. RELEASE OF INFORMATION

During the performance of the Services, any material, prepared or assembled by the CONTRACTOR under this Agreement shall not be made available to any individual or organization by the CONTRACTOR other than as called for herein without prior written authorization from the TOWN.

XV. EXTENT OF AGREEMENT

This Agreement (and the _____ attached hereto and hereby incorporated into this Agreement) represent(s) the entire and integrated Agreement between TOWN and the CONTRACTOR and supersedes all prior negotiations, representations, or agreements, either written or oral. This Agreement may be

amended only by written instrument signed by both TOWN and the CONTRACTOR.
IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the
day and year first above written.

Witness	TOWN
_____	By: _____
	Town Manager
	CONTRACTOR
Witness	By: _____
_____	Its _____

Memo

To: Board of Selectpersons
From: Anthony Wilson, Town Manager
Date: Oct. 20, 2020
Re: Flag policy options

The Selectboard last month directed me to return with a proposed flag policy. Below are four options. I have also attached correspondence received on this issue, including responses to a solicitation to other Maine managers for local flag policies. The citizen emails were previously forwarded to you.

For purposes of this discussion, we may want to define a flag as any banner portraying images and/or verbiage meant to convey a message or symbolize an idea. I recommend limiting any policy application to flagpoles at Town facilities (e.g. including the Village Green but excluding gravesites) and Town-controlled flag-holders on utility poles, streetlights and pedestrian lighting.

- **Option 1 – Do nothing.** This is always an option. In this case, it is not an especially good one.
- **Option 2 – Selectboard decides.** Town residents wishing to fly a flag on Town property would email that request, along with a depiction of the flag, to the town manager. The manager would place the request on the next Selectboard agenda. The Board would determine whether to fly the flag, where and for how long. Applicants must donate the flag, which would become Town property.

Policy is meant to ensure consistency. The Selectboard's nearly annual membership changes work against a consistent application. Adopting this policy could place this and future Selectboards into the uncomfortable position of serving as the arbiters of town sensibilities.

- **Option 3 – American and Maine flags exclusively.** This policy is simple, objective, and able to be consistently applied over time. These two flags represent all and are not open to political interpretation; further, this option involves flags on which we all can agree and that are meant to unite us. Plus, this approach prevents any group or cause from being elevated above others.

- **Option 4 – The “Newman plan.”** Selectman Dan Newman suggests the following: The Selectboard will consider applications to fly flags related to governmental, taxpayer-supported functions (e.g. the military and law enforcement). If the agency has a formal, recognized flag (e.g. military branches and the fire service’s Maltese cross symbol), that flag would be flown. If the function has no formal flag, an alternate banner representing that function (e.g. thin blue line flag) may be flown. The Board would determine whether to fly the flag, where and for how long. Applicants must donate the flag, which would become Town property.

Anthony Wilson

From: Leilani Carlson <leilani.carlson@maine.edu>
Sent: Friday, October 2, 2020 4:35 PM
To: Anthony Wilson
Cc: Leilani Carlson
Subject: Flag Policy discussion

Thanks for taking the time to speak with me today. I just wanted to recap my thoughts on the topic of a flag policy.

I was able to watch the recording of the Select Board meeting from the week of September 15th, 2020, when the flags along Cemetery Road were discussed. It was certainly an interesting conversation and outcome. Being able to watch the meeting after the fact made it possible for me to consider others' opinions and do some reflecting on my own.

With respect to flags and signs, people can do what they want on their private property within the limits of the law. I don't have to agree with the sentiment of the flags or signs, but I respect the owner's right to display them. This right allows the freedom of expression – to support an idea or sentiment that one person believes in and endorses.

Regarding the flags that the Town of Belgrade has on display along the Cemetery Road, I take issue with the choice of displaying the two black flags with blue and red stripes – also referred to as Thin Blue Line flags. My reasoning is as follows:

- While these two flags are variations of the more widely known and controversial black and white American flag with the blue stripe, the flags convey similar messaging. It is imperative to acknowledge this and recognize that the flags convey a different meaning to different people within our town.
- Based on the information presented at the Select Board meeting, I understand these flags were originally hung without the knowledge, permission, or support of the Town.
- All flags on display along Cemetery Road are managed by the Town and therefore representative of the Town policies, opinions, and beliefs. In short, the installation of a particular flag is an endorsement by the Town.
- During the Select Board meeting, it was stated that the intent of the flags was to honor first responder occupations such as the fire and police departments. I believe this argument begs the value of one occupation over another. Should we display a flag for teachers, farmers, small business owners, homemakers, etc.? All essential and honorable occupations to build a safe and strong community.
- It was also noted during the Select Board meeting, that first responders are already honored at their individual gravesites by the display of representative flags, that are placed and presumably purchased by the Town. This display is appropriate given that gravesites are considered privately held spaces within the cemetery.
- Most importantly, the Town does not currently have a flag policy.

I was disappointed with the Select Board's decision to not table the discussion regarding a flag policy. Instead, endorsing the messaging or perceived message of the flags, and requiring the flags in question be placed back up for display. In this current climate, I believe that without a flag policy in place, the Town opens itself up to continued disruption and potential legal issues.

I request the Town consider implementing a simple, fair and representative policy to continue to display only the State of Maine and American flags along Cemetery Road.

Respectfully,

Lani Carlson

129 Oakland Rd, Belgrade

Anthony Wilson, Town Manager
Melanie Jewell, Chair, Board of Selectpersons
Town of Belgrade, Maine

October 6, 2020

Dear Anthony and Melanie,

In response to the discussion during the September 15 meeting concerning the display of flags on Cemetery Road, I would like to urge the Board of Selectpersons to adopt a flag policy that limits flags on town-owned or town-managed property to standard American and Maine state flags only (with the exception of flags on individual grave sites, which is the choice of the family). I believe the Town of Belgrade should represent the interests of all its residents and refrain from displaying flags or other symbols that indicate support for particular segments of our society.

In recent months, I have seen the Thin Blue Line and Thin Red Line flags gain prominence as a show of solidarity with first responders, including law enforcement and fire fighters. I certainly support first responders and respect the vital services they provide (and would add that my son is an EMT), but I don't think it is the role of the Town of Belgrade to single out any profession for special recognition. If the Town recognizes law enforcement and fire fighting personnel, why doesn't it recognize health-care professionals, educators, grocery store employees and other essential workers on the front lines during the Covid-19 pandemic?

Most importantly, the Thin Blue Line and Thin Red Line flags can be problematic to many individuals, particularly minority residents and visitors. Our society has created the conditions for law enforcement to perpetuate systemic racism by targeting Black, Indigenous, and other people of color for harsher treatment and punishment under the law. Until the pervasive culture of racism within law enforcement is changed, displays of support for law enforcement inherently convey a racist message.

Residents have the right to display flags or symbols supporting whatever cause they wish on their private property. I firmly believe that the Town of Belgrade should respect that right to expression but limit the display of flags on town property to the American and Maine flags.

Sincerely,

Barbara J. Allen
77 Arcadia Cove Road, Belgrade
bjallen@colby.edu
207-314-2342

Anthony Wilson

From: Butch Asselin <basselin@oxfordmaine.org>
Sent: Thursday, October 8, 2020 2:27 PM
To: Anthony Wilson
Subject: RE: flag policy

This came up when I was the town manager in Houlton. Veterans complained when they saw the flag flying at the police department. I ended up calling the National Guard in Augusta for advice. As a result, we followed flag protocols and had the flag removed. It upset the police department and the family who donated the flag to them. But alas....

Butch Asselin
Town Manager
Town of Oxford
(207) 539-4431
basselin@oxfordmaine.org

From: Anthony Wilson [mailto:townmanager@TOWNOFBELGRADE.COM]
Sent: Thursday, October 8, 2020 2:24 PM
To: MTCMA@LIST.MTCMA.ORG
Subject: flag policy

I'm looking for flag policies if you have them.

There was a recent discussion in our community about flying a thin blue line flag from a Town pole. I have advocated flying only the American and state flags on Town property, but the Selectboard wants a policy that allows for other types of flags. I'm wondering what my peers might have in that regard.

Thanks.

Anthony Wilson

Town Manager
Town of Belgrade

Office: 207-495-2258
Cell: 207-592-6031

Town Office
990 Augusta Road
Belgrade, ME 04917

townofbelgrade.com



Anthony Wilson

From: Dave Cyr <Manager@marshillto.com>
Sent: Thursday, October 8, 2020 2:37 PM
To: Anthony Wilson
Subject: FW: Mars Hill - Legal Information Request - Thin Blue Line Flag
Attachments: Shurtleff v City of Boston.pdf

Good afternoon Anthony,

I ran into the same issue, and here is Rebecca McMahon's response on this. Good luck.

David D. Cyr
Mars Hill

Phone: (207) 429-8421
Fax: (207) 429-8420

manager@marshillto.com

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Under Maine law, documents, including e-mails, in the possession of public officials or Town employees about government business may be classified as public records. There are very few exceptions. As a result, please be advised that what is written in an e-mail could be released to the public and/or the media if requested.

From: Legal Services Department [mailto:legal@memun.org]
Sent: Thursday, September 03, 2020 2:54 PM
To: Dave Cyr <Manager@marshillto.com>
Subject: RE: Mars Hill - Legal Information Request - Thin Blue Line Flag

Dear David,

I do not think that the municipality has the authority to permit the posting of the thin blue line flag on utility poles, specifically. The Maine Traveler Information Services Act (aka Billboard law), prohibits the placement of signs on utility poles (see 23 MRS § 1913-A(5)). I understand that technically the posting in question is a flag, but I think the definition of "sign" in the Billboard Law would include this particular flag in question. The definition of "sign" in 23 MRS § 1903(14) is as follows:

"Sign" means any structure, display, logo, device or representation which is designed or used to advertise or call attention to any thing, person, business, activity or place and is visible from any public way. It does not include the flag, pennant or insignia of any nation, state or town. Whenever dimensions of a sign are specified they shall include frames.

Since the thin blue line flag does not represent a nation, state or town, I think it would qualify as a "sign." Therefore, I think it is the utility company – not the municipality – that has the authority to determine whether the utility pole can be used for that purpose.

If the proposal is to post flags on town-owned property (street lamps or town flagpoles), then I think it would be possible for the municipality to permit the posting of the flag, because it would likely be considered “government speech.” I have pasted below an explanation that my colleague, Sue Pilgrim researched and drafted on the subject for another municipality, which is a great summary of this doctrine:

In a nutshell, when the government acts as a speaker rather than as a regulator of speech, the government is entitled to control its message and the First Amendment does not apply. Government speech is not completely unlimited though – it must comply with the Establishment Clause of the constitution – meaning it must not prefer one religion to another or be overtly hostile to religion.

I think this doctrine applies to the situation you and I discussed concerning council decisions to support or promote certain causes through use of flags or banners or similar communications. I located a recent court decision involving the City of Boston that I think presents similar issues. There have been many court decisions involving government speech, but the attached decision, *Shurtleff v. City of Boston*, __F.Supp.3d__ (D. Mass. 2020), involves Boston’s practice of flying flags on one of its flagpoles. The City refused to fly a “Christian” flag although it had in the past allowed flags denoting countries, cultural celebrations and historic events, including the Juneteenth flag, rainbow pride flag, pink transgender flag and similar flags. The refusal to fly the Christian flag was challenged. The 1st Circuit court of appeals upheld a Massachusetts federal court’s denial of a preliminary injunction on the grounds that the plaintiff was unlikely to succeed. Then the lower federal court issued a decision finding the flag pole to be a form of government speech and not subject to the First Amendment’s limits on discriminating between speakers. That decision is attached.

There are additional political and legal issues that should be considered if the town wishes to accommodate this individual’s proposal. If you allow one private business to use town property for their interests others will likely request the same. And, going forward, if municipal funds are used to support these efforts, the select board would need to confirm that a “public purpose” supported the use of funds. For example, using municipal funds to place signs endorsing a particular business would only benefit the business, not the public. In contrast, supporting the state bicentennial, or black history month or indigenous people’s day has a more cultural, historical, educational and public benefit.

Finally, given the political climate, this symbol is fraught with strong and divisive public opinions. As such, it would also be important for the select board to carefully consider the public reaction to municipal support of this business owner’s proposal. At the very least, if the town is interested in endorsing certain causes, I recommend developing a policy in advance to establish a set of objective criteria for selecting the causes the receive the town’s support. This will help to ensure consistency and minimize risk of conflict among those requesting town support for their causes.

I hope this helps. Please let me know if you need anything further.

Best,
Rebecca

Rebecca McMahon, Staff Attorney
Legal Services Department

Maine Municipal Association
60 Community Drive, Augusta, ME 04330
Phone: 207-623-8428
1-800-452-8786 (in state)
FAX: 207-624-0187
legal@memun.org

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Anthony Wilson

From: mitchell berkowitz <mgt4u2@gmail.com>
Sent: Thursday, October 8, 2020 3:30 PM
To: Anthony Wilson
Subject: Re: flag policy

I advise caution since you are opening the door to All who claim freedom of speech via a flag they designed. If it was a state or nationally adopted flag that may be the defining criteria but even Hell's angel's had a flag and if you allow one, why not theirs? Caution, Criteria, Attorney opinion needed!!!!
Mitch B.

On Thu, Oct 8, 2020 at 2:23 PM Anthony Wilson <townmanager@townofbelgrade.com> wrote:

I'm looking for flag policies if you have them.

There was a recent discussion in our community about flying a thin blue line flag from a Town pole. I have advocated flying only the American and state flags on Town property, but the Selectboard wants a policy that allows for other types of flags. I'm wondering what my peers might have in that regard.

Thanks.

Anthony Wilson

Town Manager

Town of Belgrade

Office: 207-495-2258

Cell: 207-592-6031

Town Office

990 Augusta Road
Belgrade, ME 04917

townofbelgrade.com



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<https://LIST.MTCMA.ORG/scripts/wa-MTCMA.exe?SUBED1=MTCMA&A=1>

--

Mitchell A. Berkowitz
MTCMA Ambassador
mgt4u2@gmail.com

Anthony Wilson

From: Town Manager <Town.Manager@lincolnmaine.org>
Sent: Thursday, October 8, 2020 3:15 PM
To: Anthony Wilson
Subject: RE: flag policy

10/8/20
Anthony,

In Lincoln it is US and Maine flags only.

Rick Bronson
Lincoln

From: Anthony Wilson <townmanager@TOWNNOFBELGRADE.COM>
Sent: Thursday, October 08, 2020 2:24 PM
To: MTCMA@LIST.MTCMA.ORG
Subject: flag policy

I'm looking for flag policies if you have them.

There was a recent discussion in our community about flying a thin blue line flag from a Town pole. I have advocated flying only the American and state flags on Town property, but the Selectboard wants a policy that allows for other types of flags. I'm wondering what my peers might have in that regard.

Thanks.

Anthony Wilson

Town Manager
Town of Belgrade

Office: 207-495-2258
Cell: 207-592-6031

Town Office
990 Augusta Road
Belgrade, ME 04917

townofbelgrade.com



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<https://LIST.MTCMA.ORG/scripts/wa-MTCMA.exe?SUBED1=MTCMA&A=1>

Memo

To: Board of Selectmen/Assessors
From: Rob Duplisea, Assessors Agent
Date: 10/20/2020
Re: Explanation of Abatements

Abatements

2020-4

Owner Info: 365 Days of Christmas, Personal Property Acc#117

Abatement: \$30.76

Reason: Business closed prior to 4/1/2020

2020-5

Owner Info: Gary & Joyce Day, Map 11 Lot 16F, Acc#1809

Abatement: \$101.51

Reason: Part of this lot was deeded to new owner in 2017. Those acres were not removed from this assessment.

***The owners are requesting abatements for 2018 and 2019. I cannot act on abatement requests for previous tax years. Those are to be decided by this Board of Selectmen. If the board grants the abatement requests, here are the amounts. They are within their rights to make this request

Tax Year: 2019	Abatement Amount: \$101.51
Tax Year: 2018	Abatement Amount: \$96.36

TOWN OF BELGRADE



990 Augusta Road
Belgrade, ME 04917

Phone: (207) 495-2258

Fax: (207) 495-2742

E-mail: townoffice@belgrademaine.com

365 Days of Christmas
Barbara Jancovic
495 Dunn Road
Belgrade ME 04917
Personal Property Acc #117PP

Abatement 2020-04

The Board of Assessors for the Town of Belgrade has issued an abatement to 365 Days of Christmas in the amount of **\$30.76** of the Real Estate Taxes for account #117PP.

2020 Original		2020 Revised	
Real Estate	\$2,000	Real Estate	Account deleted
Mil Rate	0.01538	Mil Rate	0.01538
Total Real Tax	\$30.76	Total Real Tax	\$0.00
	Difference to Abate	\$30.76	

The abatement is to be granted because this business closed prior to April 1, 2020.

This abatement procedure is pursuant to Title 36 MRSA Sec 841

Approved by the Belgrade Board of Selectpersons on October 20, 2020.

Assessor

Assessor

Assessor

Assessor

Assessor

TOWN OF BELGRADE



990 Augusta Road
Belgrade, ME 04917

Phone: (207) 495-2258
Fax: (207) 495-2742
E-mail: townoffice@belgrademaine.com

Gary & Joyce Day
PO Box 277
Belgrade Lakes ME 04918
Map 11 Lot 16F Acc#2809

Abatement 2020-05

The Board of Assessors for the Town of Belgrade has issued an abatement to Gary & Joyce Day in the amount of **\$101.51** of the Real Estate Taxes for account #2809RE.

2020 Original		2020 Revised	
Real Estate	\$81,500	Real Estate	\$74,900
Mil Rate	0.01538	Mil Rate	0.01538
Total Real Tax	\$1,253.47	Total Real Tax	\$1,151.96
	Difference to Abate	\$101.51	

The abatement is to be granted to correct land assessment (acres deeded in 2017 not removed from this assessment).

This abatement procedure is pursuant to Title 36 MRSA Sec 841

Approved by the Belgrade Board of Selectpersons on October 20, 2020.

Assessor

Assessor

Assessor

Assessor

Assessor

APPLICATION FOR ABATEMENT OF PROPERTY TAXES

36 M.R.S. § 841

See Property Tax Bulletin No. 10 for more information

Approved

This application must be signed and filed with the municipal assessor. A separate application should be filed for each separately assessed parcel of real estate claimed to be overvalued.

1. Name of applicant: Joyce B. Day
2. Mailing address: P.O. Box 277 Belgrade Lakes ME 04918
3. Property address or map/lot: 11-016F
4. Telephone number for applicant: 207-944-2603
5. Tax year for which abatement is requested: 2020
6. Assessed valuation of real estate: 81,500
7. Assessed valuation of personal property: NA
8. Abatement of real estate valuation requested: Reduction of acreage assessed.
9. Abatement of personal property valuation requested: NA
10. Reasons for requesting abatement (please be specific, stating grounds for belief that property is overvalued for tax purposes): I am looking to reduce the acreage amount on the above lot evaluation. In 2018 12 acres from 11-016F was sold to Kurt and Melissa Furbush (11-016F-1). This reduction in acreage was not reflected in 2020 tax assessment.

To the assessing authority of the Municipality of Belgrade

In accordance with the provisions of 36 M.R.S. § 841, I hereby make written application for abatement of property taxes as noted above. The above statements are correct to the best of my knowledge and belief.

9-21-2020
Date

Joyce B. Day
Signature of Applicant

APPLICATION FOR ABATEMENT OF PROPERTY TAXES

36 M.R.S. § 841

See Property Tax Bulletin No. 10 for more information

This application must be signed and filed with the municipal assessor. A separate application should be filed for each separately assessed parcel of real estate claimed to be overvalued.

1. Name of applicant: Joyce B. Day
2. Mailing address: P.O. Box 277 Belgrade Lakes ME 04918
3. Property address or map/lot: 11-016F
4. Telephone number for applicant: 207-944-2603
5. Tax year for which abatement is requested: 2019
6. Assessed valuation of real estate: 81,500
7. Assessed valuation of personal property: NA
8. Abatement of real estate valuation requested: Reduction of acreage assessed.
9. Abatement of personal property valuation requested: NA
10. Reasons for requesting abatement (please be specific, stating grounds for belief that property is overvalued for tax purposes): I am looking to reduce the acreage amount on the above lot evaluation. In 2018 12 acres from 11-016F was sold to Kurt and Melissa Furbush (11-016F-1). This reduction in acreage was not reflected in 2019 tax assessment.

To the assessing authority of the Municipality of Belgrade

In accordance with the provisions of 36 M.R.S. § 841, I hereby make written application for abatement of property taxes as noted above. The above statements are correct to the best of my knowledge and belief.

Date

9-21-2020

Signature of Applicant

Joyce B. Day

APPLICATION FOR ABATEMENT OF PROPERTY TAXES

36 M.R.S. § 841

See Property Tax Bulletin No. 10 for more information

This application must be signed and filed with the municipal assessor. A separate application should be filed for each separately assessed parcel of real estate claimed to be overvalued.

1. Name of applicant: Joyce B. Day
2. Mailing address: P.O. Box 277 Belgrade Lakes ME 04918
3. Property address or map/lot: 11-016F
4. Telephone number for applicant: 207-944-2603
5. Tax year for which abatement is requested: 2018
6. Assessed valuation of real estate: 81,500
7. Assessed valuation of personal property: NA
8. Abatement of real estate valuation requested: Reduction of acreage assessed.
9. Abatement of personal property valuation requested: NA
10. Reasons for requesting abatement (please be specific, stating grounds for belief that property is overvalued for tax purposes): I am looking to reduce the acreage amount on the above lot evaluation. In 2018 12 acres from 11-016F was sold to Kirt and Melissa Furbush (11-016F-1). This reduction in acreage was not reflected in 2018 tax assessment.

To the assessing authority of the Municipality of Belgrade

In accordance with the provisions of 36 M.R.S. § 841, I hereby make written application for abatement of property taxes as noted above. The above statements are correct to the best of my knowledge and belief.

9-21-2020
Date

Joyce B. Day
Signature of Applicant

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Jrnl	Check	Month	Invoice Description	Reference	Amount	Encumbrance
Description			Account	Proj		
00050 A. E. HODSDON CONSULTING ENGINEERS						
0515	20501	10	WINGS MILLS DAM REPAIR	1729		
WINGS MILLS DAM REPAIR			E 96-01-99-99		359.75	0.00
DAMS / DAMS - EXPENSE / EXPENSE						
Invoice Total-					359.75	
0515	20501	10	WATER SYSTEM MANAGEMENT	1728		
WATER SYSTEM MANAGEMENT			E 96-01-99-99		1,902.98	0.00
DAMS / DAMS - EXPENSE / EXPENSE						
Invoice Total-					1,902.98	
Vendor Total-					2,262.73	
00000 ALVAH DONNELL						
0515	20502	10	EXCISE TAX REIMBURSEMENT	PLATE 311A		
EXCISE TAX REIMBURSEMENT			R 01-13		912.10	0.00
GEN'L GOV. - EXCISE - MV						
Vendor Total-					912.10	
00000 AMERICAN SECURITY CABINETS						
0515	20503	10	BALLOT DROP BOX	30853		
BALLOT DROP BOX			R 01-96		2,029.00	0.00
GEN'L GOV. - GRANT ELECT						
Vendor Total-					2,029.00	
00289 AUGUSTA FUEL CORP.						
0515	20504	10	TS OFF RD DIESEL	30108		
TS OFF RD DIESEL			E 15-05-30-02		80.37	0.00
SOLID WASTE / WASTE - SUPPLIES / FUEL						
Invoice Total-					80.37	
0515	20504	10	TS PROPANE	5851083		
TS PROPANE			E 15-05-30-02		28.60	0.00
SOLID WASTE / WASTE - SUPPLIES / FUEL						
Invoice Total-					28.60	
Vendor Total-					108.97	
00346 AUGUSTA TOOL RENTAL						
0515	20505	10	BRUSH CHIPPER	142025		
BRUSH CHIPPER			E 10-01-20-06		310.00	0.00
PUBLIC WORKS / ROADS-GM - SERVICES / RENTALS						
Vendor Total-					310.00	
00238 BAKER & TAYLOR BOOKS # 510486						
0515	20506	10	BOOKS AND PERIODICALS	5016454515		
BOOKS AND PERIODICALS			E 30-01-30-09		30.35	0.00
LIBRARY / LIBRARY - SUPPLIES / BOOKS						
Invoice Total-					30.35	
0515	20506	10	BOOKS AND PERIODICALS	5016454516		
BOOKS AND PERIODICALS			E 30-01-30-09		29.28	0.00
LIBRARY / LIBRARY - SUPPLIES / BOOKS						
Invoice Total-					29.28	
0515	20506	10	BOOKS AND PERIODICALS	5016429262		
BOOKS AND PERIODICALS			E 30-01-30-09		41.24	0.00
LIBRARY / LIBRARY - SUPPLIES / BOOKS						
Invoice Total-					41.24	
0515	20506	10	BOOK AND PERIODICALS	5016429263		
BOOK AND PERIODICALS			E 30-01-30-09		71.45	0.00
LIBRARY / LIBRARY - SUPPLIES / BOOKS						
Invoice Total-					71.45	

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Jrnl	Check	Month	Invoice Description	Reference	Amount	Encumbrance
Description	Account	Proj				
Vendor Total-					172.32	
00159 BIG TEX TRAILER WORLD						
0515	20507	10	PLOW PARTS	20490		
PLOW PARTS			E 12-01-35-01		1,072.96	0.00
			CEMETERY / CEMETERY - REPAIRS / EQUIPMENT			
Vendor Total-					1,072.96	
00263 BOB THE PLUMBER, INC.						
0515	20508	10	DALTON THERMOSTAT	4239		
DALTON THERMOSTAT			E 13-11-35-07		60.00	0.00
			FACILITIES / DALTON - REPAIRS / HEATING			
Invoice Total-					60.00	
0515	20508	10	CFAS SEWER SMELL	4240		
CFAS SEWER SMELL			E 13-02-35-06		60.00	0.00
			FACILITIES / CFAS - REPAIRS / PLUMBING			
Invoice Total-					60.00	
Vendor Total-					120.00	
00376 CARDMEMBER SERVICES						
0515	20510	10	THERMAL BLANKET, SOAP	4078		
THERMAL BLANKET, SOAP			E 05-05-30-03		69.77	0.00
			PUBLIC SAFTY / FD/ RSC DEPT - SUPPLIES / OFFICE			
Invoice Total-					69.77	
0515	20510	10	ADOBE SUBSCRIPTION	1806		
ADOBE SUBSCRIPTION			E 01-10-20-07		15.81	0.00
			GEN'L GOV. / ADMIN - SERVICES / CONTRACTED			
Invoice Total-					15.81	
0515	20510	10	ADOBE SUBSCRIPTION	1822		
ADOBE SUBSCRIPTION			E 01-10-20-07		15.81	0.00
			GEN'L GOV. / ADMIN - SERVICES / CONTRACTED			
Invoice Total-					15.81	
0515	20510	10	ELECTION POSTAGE	6956		
ELECTION POSTAGE			E 01-35-30-01		469.90	0.00
			GEN'L GOV. / ELECTIONS - SUPPLIES / POSTAGE			
ELECTION POSTAGE			R 01-96		30.60	0.00
			GEN'L GOV. - GRANT ELECT			
Invoice Total-					500.50	
0515	20510	10	BANDSAW	9378		
BANDSAW			E 15-05-40-04		121.98	0.00
			SOLID WASTE / WASTE - PURCHASES / EQUIPMENT			
Invoice Total-					121.98	
0515	20510	10	SAW BLADES	3871		
SAW BLADES			E 15-05-40-04		24.97	0.00
			SOLID WASTE / WASTE - PURCHASES / EQUIPMENT			
Invoice Total-					24.97	
0515	20510	10	POSTAGE LIBRARY	8262		
POSTAGE LIBRARY			E 30-01-30-01		8.48	0.00
			LIBRARY / LIBRARY - SUPPLIES / POSTAGE			
Invoice Total-					8.48	
0515	20510	10	YEAST FOR SEPTIC	2545		
YEAST FOR SEPTIC			E 13-01-30-04		14.34	0.00
			FACILITIES / GENERAL - SUPPLIES / OPERATING			
Invoice Total-					14.34	
0515	20510	10	FOOD	4838		
FOOD			E 25-30-30-05		132.27	0.00

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Jrnl	Check	Month	Invoice Description	Reference		
Description			Account	Proj	Amount	Encumbrance
RECREATION / REC PROGRAMS - SUPPLIES / FOOD/WATER						
Invoice Total-					132.27	
0515	20510	10	POSTCARDS	7216		
POSTCARDS			E 25-30-31-07		81.93	0.00
RECREATION / REC PROGRAMS - SPECIAL / HARVEST FEST						
Invoice Total-					81.93	
0515	20510	10	FOOD	1706		
FOOD			E 25-30-30-05		3.69	0.00
RECREATION / REC PROGRAMS - SUPPLIES / FOOD/WATER						
Invoice Total-					3.69	
0515	20510	10	FRIENDSHIP BRACELET PACK	2363		
FRIENDSHIP BRACELET PACK			E 25-30-30-04		18.32	0.00
RECREATION / REC PROGRAMS - SUPPLIES / OPERATING						
Invoice Total-					18.32	
0515	20510	10	KNOX BOX TRANSFER STATION	0463		
KNOX BOX			E 13-09-35-08		458.00	0.00
FACILITIES / TRANSFER STA - REPAIRS / BUILDING						
Invoice Total-					458.00	
0515	20510	10	FLOAT STRAP BINOCULARS	0111		
FLOAT STRAP BINOCULARS			E 05-05-40-03		40.28	0.00
PUBLIC SAFTY / FD/ RSC DEPT - PURCHASES / EQUIPMENT						
Invoice Total-					40.28	
Vendor Total-					1,506.15	
00020 CENTRAL MAINE POWER						
0515	20511	10	STREET LIGHTS PURCHASE	10/21/2020		
STREET LIGHTS PURCHASE			E 05-25-99-99		5,790.00	0.00
PUBLIC SAFTY / STREET LIGHT - EXPENSE / EXPENSE						
Invoice Total-					5,790.00	
0515	20512	10	STREET LIGHT ELECTRIC	708000921256		
STREET LIGHT ELECTRIC			E 05-25-20-04		724.77	0.00
PUBLIC SAFTY / STREET LIGHT - SERVICES / ELECTRICITY						
Invoice Total-					724.77	
Vendor Total-					6,514.77	
00328 CITY OF WATERVILLE						
0515	20513	10	DISPATCH FEES	6723		
DISPATCH FEES			E 05-10-99-99		3,293.34	0.00
PUBLIC SAFTY / DISPATCH - EXPENSE / EXPENSE						
Vendor Total-					3,293.34	
00468 CONSOLIDATED COMMUNICATIONS						
0515	20514	10	FD FAX LINE	OCT. 2020		
FD FAX LINE			E 05-05-20-01		47.81	0.00
PUBLIC SAFTY / FD/ RSC DEPT - SERVICES / COMMUNICATIO						
Invoice Total-					47.81	
0515	20514	10	TOWN OFFICE FAX LINE	OCT. 2020		
TOWN OFFICE FAX LINE			E 01-10-20-01		44.92	0.00
GEN'L GOV. / ADMIN - SERVICES / COMMUNICATIO						
Invoice Total-					44.92	
Vendor Total-					92.73	
00641 EATON PEABODY						
0515	20515	10	BRIGHTSIDE APPEAL	567768		
BRIGHTSIDE APPEAL			E 01-10-15-02		850.00	0.00
GEN'L GOV. / ADMIN - PROFESSIONAL / LEGAL						
Invoice Total-					850.00	

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Jrnl	Check	Month	Invoice Description	Reference	Amount	Encumbrance
Description	Account	Proj				
0515	20515	10	GARDNER COMMERCIAL APP	567769		
GARDNER COMMERCIAL APP	E 01-10-15-02				2,541.00	0.00
	GEN'L GOV. / ADMIN - PROFESSIONAL / LEGAL					
	Invoice Total-				2,541.00	
	Vendor Total-				3,391.00	
00008 FULLER, GARY R.						
0515	20516	10	MILEAGE REIMBURSEMENT 47	10/6-10/9		
MILEAGE REIMBURSEMENT 47	E 01-20-20-02				20.68	0.00
	GEN'L GOV. / CODE ENFORCE - SERVICES / TRANSPORTATI					
	Invoice Total-				20.68	
0515	20516	10	MILEAGE REIMBURSEMENT 79	9/29-10/2		
MILEAGE REIMBURSEMENT 79	E 01-20-20-02				34.76	0.00
	GEN'L GOV. / CODE ENFORCE - SERVICES / TRANSPORTATI					
	Invoice Total-				34.76	
	Vendor Total-				55.44	
00288 GALE/CENGAGE LEARNING						
0515	20517	10	BOOKS AND PERIODICALS	72421749		
BOOKS AND PERIODICALS	E 30-01-30-09				50.03	0.00
	LIBRARY / LIBRARY - SUPPLIES / BOOKS					
	Vendor Total-				50.03	
00009 HAMMOND LUMBER COMPANY						
0515	20518	10	ROOFING FOR DALTON 8	22415255		
ROOFING FOR DALTON 8	E 13-11-35-08				4,771.81	0.00
	FACILITIES / DALTON - REPAIRS / BUILDING					
	Invoice Total-				4,771.81	
0515	20518	10	PLYWOOD SIDING SHOP	22488290		
PLYWOOD SIDING SHOP	E 13-04-35-08				621.01	0.00
	FACILITIES / GARAGE - REPAIRS / BUILDING					
	Invoice Total-				621.01	
0515	20518	10	PAINT FOR FENCE CEMETERY	22216110		
PAINT FOR FENCE CEMETERY	E 12-01-35-01				1,547.15	0.00
	CEMETERY / CEMETERY - REPAIRS / EQUIPMENT					
	Invoice Total-				1,547.15	
0515	20518	10	SHOVELS	3701159		
SHOVELS	E 12-01-35-01				34.73	0.00
	CEMETERY / CEMETERY - REPAIRS / EQUIPMENT					
	Invoice Total-				34.73	
0515	20518	10	LAKES FIRE SHELIVING	3691519		
LAKES FIRE SHELIVING	E 13-06-35-08				34.68	0.00
	FACILITIES / FD:LAKES - REPAIRS / BUILDING					
	Invoice Total-				34.68	
0515	20518	10	NEW FENCE	3695574		
NEW FENCE	E 12-01-35-01				704.85	0.00
	CEMETERY / CEMETERY - REPAIRS / EQUIPMENT					
	Invoice Total-				704.85	
0515	20518	10	CLOSE OFF PORCH WINTER	3701157		
CLOSE OFF PORCH WINTER	E 13-11-35-08				44.74	0.00
	FACILITIES / DALTON - REPAIRS / BUILDING					
	Invoice Total-				44.74	
0515	20518	10	VOTING BOX INSTALL	3735655		
VOTING BOX INSTALL	E 13-14-35-08				19.67	0.00
	FACILITIES / TOWN OFFICE - REPAIRS / BUILDING					
	Invoice Total-				19.67	

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Jrnl	Check	Month	Invoice Description	Reference	Amount	Encumbrance
Description	Account		Proj			
Vendor Total-					7,778.64	
00267 IRVING OIL CORPORATION						
0515	20519	10	RECREATIONAL FUEL	33638641		
FORD TRUCK FUEL			E 13-01-30-02		42.98	0.00
			FACILITIES / GENERAL - SUPPLIES / FUEL			
FORD TRUCK FUEL			E 13-01-30-02		54.21	0.00
			FACILITIES / GENERAL - SUPPLIES / FUEL			
Invoice Total-					97.19	
0515	20519	10	CEMETERY FUEL	33638639		
ONE TON FUEL			E 13-01-30-02		78.98	0.00
			FACILITIES / GENERAL - SUPPLIES / FUEL			
Invoice Total-					78.98	
Vendor Total-					176.17	
00000 ISLANDPORT PRESS						
0515	20520	10	AUTHOR VISIT	10/14/2020		
AUTHOR VISIT			E 62-01-99-99		896.65	0.00
			DC STEVENS / DC STEVENS - EXPENSE / EXPENSE			
Vendor Total-					896.65	
00697 KENNEBEC VALLEY HUMANE SOCIETY						
0515	20521	10	ANIMAL SHELTER PAYMENT	4TH QUARTER		
ANIMAL SHELTER PAYMENT			E 05-30-20-07		1,267.62	0.00
			PUBLIC SAFTY / ACO - SERVICES / CONTRACTED			
Vendor Total-					1,267.62	
00638 LEAF						
0515	20522	10	COPIER CONTRACT	11100590		
COPIER CONTRACT			E 01-10-20-14		127.04	0.00
			GEN'L GOV. / ADMIN - SERVICES / COPIER			
Vendor Total-					127.04	
00161 MAINE PAPER SOLUTIONS LLC						
0515	20523	10	CLEANING SUPPLIES	513439		
CLEANING SUPPLIES			E 25-30-30-04		131.76	0.00
			RECREATION / REC PROGRAMS - SUPPLIES / OPERATING			
Vendor Total-					131.76	
00582 MAINE TECHNOLOGY GROUP						
0515	20524	10	TECH SUPPOT	24833		
TECH SUPPOT			E 01-10-15-03		52.50	0.00
			GEN'L GOV. / ADMIN - PROFESSIONAL / IT SUPPORT			
Vendor Total-					52.50	
00256 MODERN PEST SERVICES						
0515	20525	10	NBCC PEST CONTROL	446898		
NBCC PEST CONTROL			E 13-03-20-12		54.00	0.00
			FACILITIES / NBCC - SERVICES / PEST CONTROL			
Invoice Total-					54.00	
0515	20525	10	CFAS PEST CONTROL	4462899		
CFAS PEST CONTROL			E 13-02-20-12		68.00	0.00
			FACILITIES / CFAS - SERVICES / PEST CONTROL			
Invoice Total-					68.00	
Vendor Total-					122.00	
00570 NAPA AUTO PARTS						
0515	20526	10	SUPPLIES FOR SHOP	162127		
SUPPLIES FOR SHOP			E 13-01-30-04		13.49	0.00
			FACILITIES / GENERAL - SUPPLIES / OPERATING			

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Jrnl	Check	Month	Invoice Description	Reference	Amount	Encumbrance
Description	Account	Proj				
Vendor Total-					13.49	
00081 NEW ENGLAND SALT COMPANY, LLC						
0515	20527	10	SALT DELIVERED	29230		
SALT DELIVERED			E 10-10-30-04		5,161.06	0.00
			PUBLIC WORKS / PLOW & SAND - SUPPLIES / OPERATING			
Invoice Total-					5,161.06	
0515	20527	10	SALT DELIVERED	29247		
SALT DELIVERED			E 10-10-30-04		1,712.03	0.00
			PUBLIC WORKS / PLOW & SAND - SUPPLIES / OPERATING			
Invoice Total-					1,712.03	
Vendor Total-					6,873.09	
00000 OLIVER AND FRIENDS BOOKSHOP						
0515	20528	10	AUTHOR VISIT	10/14/2020		
AUTHOR VISIT			E 62-01-99-99		494.01	0.00
			DC STEVENS / DC STEVENS - EXPENSE / EXPENSE			
Vendor Total-					494.01	
00000 PERKINS THOMAS						
0515	20529	10	JONES APPEAL	123896		
JONES APPEAL			E 01-10-15-02		810.00	0.00
			GEN'L GOV. / ADMIN - PROFESSIONAL / LEGAL			
Vendor Total-					810.00	
00182 PIKE INDUSTRIES, INC.						
0515	20530	10	COLD PATCH	1106815		
COLD PATCH			E 10-01-30-04		142.14	0.00
			PUBLIC WORKS / ROADS-GM - SUPPLIES / OPERATING			
Invoice Total-					142.14	
0515	20530	10	COLD PATCH	1106245		
COLD PATCH			E 10-01-30-04		209.76	0.00
			PUBLIC WORKS / ROADS-GM - SUPPLIES / OPERATING			
Invoice Total-					209.76	
Vendor Total-					351.90	
00676 PINE TREE WASTE						
0515	20531	10	OCT. STATEMENT	988730		
DEPOT FIRE STATION			E 13-07-20-06		75.00	0.00
			FACILITIES / FD:DEPOT - SERVICES / RENTALS			
LONG POND BEACH			E 13-10-20-06		75.00	0.00
			FACILITIES / PARKS - SERVICES / RENTALS			
NB FIRE STATION			E 13-08-20-06		75.00	0.00
			FACILITIES / FD:NB - SERVICES / RENTALS			
PENNISULA PARK			E 13-10-20-06		75.00	0.00
			FACILITIES / PARKS - SERVICES / RENTALS			
Invoice Total-					300.00	
0515	20531	10	OCT STATMENT	988731		
CEMETERY			E 12-01-20-06		75.00	0.00
			CEMETERY / CEMETERY - SERVICES / RENTALS			
GARAGE			E 13-04-20-06		75.00	0.00
			FACILITIES / GARAGE - SERVICES / RENTALS			
Invoice Total-					150.00	
Vendor Total-					450.00	
00428 REDMAN, JULIA						
0515	20532	10	YOGA			
YOGA			E 25-30-20-07		45.00	0.00
			RECREATION / REC PROGRAMS - SERVICES / CONTRACTED			

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Jrnl	Check	Month	Invoice Description	Reference	Amount	Encumbrance
Description			Account	Proj		
Vendor Total-					45.00	
00003 REGISTRY OF DEEDS						
0515	20533	10	4 LIEN DISCHARGES			
4 LIEN DISCHARGES			E 01-10-47-01		76.00	0.00
			GEN'L GOV. / ADMIN - FEES / DISCHARGE			
Vendor Total-					76.00	
00385 RJD APPRAISAL						
0515	20534	10	ASSESSING SERVICES	OCTOBER		
ASSESSING SERVICES			E 01-10-15-04		2,125.00	0.00
			GEN'L GOV. / ADMIN - PROFESSIONAL / ASSESSING			
Vendor Total-					2,125.00	
00636 SCHUBERT, LILY						
0515	20535	10	MILEAGE 108	10/18		
MILEAGE 108			E 25-30-20-02		47.52	0.00
			RECREATION / REC PROGRAMS - SERVICES / TRANSPORTATI			
Vendor Total-					47.52	
00612 SPECTRUM ENTERPRISE						
0515	20536	10	TOWN OFFICE INTERNET	84051401100120		
TOWN OFFICE INTERNET			E 01-10-20-01		123.88	0.00
			GEN'L GOV. / ADMIN - SERVICES / COMMUNICATIO			
Vendor Total-					123.88	
00424 STEVENS, JASON						
0515	20537	10	1 TON RENTAL	10/11		
1 TON RENTAL 18HRS			E 10-01-20-06		1,094.58	0.00
			PUBLIC WORKS / ROADS-GM - SERVICES / RENTALS			
Invoice Total-					1,094.58	
0515	20537	10	1 TON	9/27		
1 TON			E 10-01-20-07		243.24	0.00
			PUBLIC WORKS / ROADS-GM - SERVICES / CONTRACTED			
Invoice Total-					243.24	
0515	20537	10	EQUIPMENT RENTAL	10/4		
EXCAVATOR 27.5 HRS			E 10-01-20-06		3,527.42	0.00
			PUBLIC WORKS / ROADS-GM - SERVICES / RENTALS			
DUMPTRUCK 28.5 HRS			E 10-01-20-06		2,472.37	0.00
			PUBLIC WORKS / ROADS-GM - SERVICES / RENTALS			
1 TON 9.5 HRS			E 10-01-20-06		577.69	0.00
			PUBLIC WORKS / ROADS-GM - SERVICES / RENTALS			
CHAINSAW 8HRS			E 10-01-20-06		222.88	0.00
			PUBLIC WORKS / ROADS-GM - SERVICES / RENTALS			
PICKUP 4HRS			E 10-01-20-06		129.24	0.00
			PUBLIC WORKS / ROADS-GM - SERVICES / RENTALS			
1 TON 18.5HRS			E 10-01-20-06		382.02	0.00
			PUBLIC WORKS / ROADS-GM - SERVICES / RENTALS			
Invoice Total-					7,311.62	
Vendor Total-					8,649.44	
00000 TAMRA WIGHT						
0515	20538	10	AUTHOR VISIT	10/14/2020		
AUTHOR VISIT			E 62-01-99-99		800.00	0.00
			DC STEVENS / DC STEVENS - EXPENSE / EXPENSE			
Vendor Total-					800.00	
00048 TREASURER, STATE OF MAINE						
0515	20539	10	PLUMBING PERMITS 2			
PLUMBING PERMITS			G 1-211-00		100.00	0.00

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Jrnl	Check	Month	Invoice Description	Reference	Amount	Encumbrance
Description	Account	Proj				
GEN'L FUND / PLUMB. PERM.						
Vendor Total-					100.00	
00379 TREASURER, STATE OF MAINE						
0515	20540	10	FUEL CHARGES	21BG0106761		
FUEL CHARGES	E 05-05-30-02				253.17	0.00
			PUBLIC SAFTY / FD/ RSC DEPT - SUPPLIES / FUEL			
Vendor Total-					253.17	
00515 TRISTATE FLAG						
0515	20541	10	FLAGS FOR GRAVES	110385		
FLAGS FOR GRAVES	E 12-01-30-04				1,069.92	0.00
			CEMETERY / CEMETERY - SUPPLIES / OPERATING			
Vendor Total-					1,069.92	
00265 UNITED STATES CELLULAR						
0515	20542	10	COMMUNICATIONS	0397964046		
FACILITY MAINTENANCE	E 13-01-20-01				44.76	0.00
			FACILITIES / GENERAL - SERVICES / COMMUNICATIO			
FIRE RESCUE	E 05-05-20-01				31.77	0.00
			PUBLIC SAFTY / FD/ RSC DEPT - SERVICES / COMMUNICATIO			
FACILITY MAINTENANCE	E 13-01-20-01				31.77	0.00
			FACILITIES / GENERAL - SERVICES / COMMUNICATIO			
TRANSFER STATION	E 15-05-20-01				31.77	0.00
			SOLID WASTE / WASTE - SERVICES / COMMUNICATIO			
TOWN MANAGER	E 01-10-20-01				43.76	0.00
			GEN'L GOV. / ADMIN - SERVICES / COMMUNICATIO			
Vendor Total-					183.83	
00013 WASTE MANAGEMENT OF						
0515	20543	10	TS MIXED SOLID WASTE	2032194-2080-9		
TS MIXED SOLID WASTE	E 15-05-20-13				10,375.47	0.00
			SOLID WASTE / WASTE - SERVICES / DISPOSAL			
Invoice Total-					10,375.47	
0515	20543	10	TS DEMO WASTE	2032195-2080-6		
TS DEMO WASTE	E 15-05-20-13				758.05	0.00
			SOLID WASTE / WASTE - SERVICES / DISPOSAL			
Invoice Total-					758.05	
Vendor Total-					11,133.52	
00369 WB MASON CO, INC						
0515	20544	10	FD OFFICE SUPPLIES	214183093		
PAPER	E 05-05-30-03				34.99	0.00
			PUBLIC SAFTY / FD/ RSC DEPT - SUPPLIES / OFFICE			
PAPER TOWELL	E 05-05-30-04				19.99	0.00
			PUBLIC SAFTY / FD/ RSC DEPT - SUPPLIES / OPERATING			
LINERS	E 05-05-30-04				9.99	0.00
			PUBLIC SAFTY / FD/ RSC DEPT - SUPPLIES / OPERATING			
Invoice Total-					64.97	
0515	20544	10	PAPER AND INK	214331230		
PAPER AND INK	E 25-30-30-03				170.97	0.00
			RECREATION / REC PROGRAMS - SUPPLIES / OFFICE			
Invoice Total-					170.97	
0515	20544	10	LINERS FOR TS	214097637		
LINERS FOR TS	E 15-05-30-04				44.38	0.00
			SOLID WASTE / WASTE - SUPPLIES / OPERATING			
Invoice Total-					44.38	
0515	20544	10	TOWN OFFICE SUPPLIES	214488849		
HANGING FOLDERS	E 01-10-30-03				27.99	0.00

Belgrade
12:57 PM

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Jrnl	Check	Month	Invoice Description	Reference	
Description			Account	Proj	Amount
					Encumbrance
			GEN'L GOV. / ADMIN - SUPPLIES / OFFICE		
MOISTENER BOTTLE COVID			R 01-96		17.88
			GEN'L GOV. - GRANT ELECT		0.00
			Invoice Total-		45.87
			Vendor Total-		326.19
			Prepaid Total-		0.00
			Current Total-		66,369.88
			EFT Total-		0.00
			Warrant Total-		66,369.88

THIS IS TO CERTIFY THAT THERE IS DUE AND CHARGEABLE TO THE APPROPRIATIONS LISTED ABOVE THE SUM SET AGAINST EACH NAME AND YOU ARE DIRECTED TO PAY UNTO THE PARTIES NAMED IN THIS SCHEDULE.

MELANIE JEWELL, SELECTPERSON CHAIR _____
RICHARD W. DAMREN, JR., V. CHAIR _____
DANIEL NEWMAN, SELECTPERSON _____
ERNST MERCKENS, SELECTPERSON _____
KATHLEEN WALL, SELECTPERSON _____
M. ANTHONY WILSON, TOWN MANAGER _____

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Jrnl	Check	Month	Invoice Description	Reference	
Description			Account	Proj	Amount
					Encumbrance
00070 UNITED STATES POST OFFICE					
0528	20545	10	OCT. BULLETIN		
OCT. BULLETIN			E 01-10-30-01		341.53
			GEN'L GOV. / ADMIN - SUPPLIES / POSTAGE		0.00
			Vendor Total-		341.53
			Prepaid Total-		0.00
			Current Total-		341.53
			EFT Total-		0.00
			Warrant Total-		341.53

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MELANIE JEWELL, SELECTPERSON CHAIR _____
RICHARD W. DAMREN, JR., V. CHAIR _____
DANIEL NEWMAN, SELECTPERSON _____
ERNST MERCKENS, SELECTPERSON _____
KATHLEEN WALL, SELECTPERSON _____
M. ANTHONY WILSON, TOWN MANAGER _____

Memo

To: Board of Selectpersons
From: Anthony Wilson, Town Manager
Date: Oct. 20, 2020
Re: Town Manager's report

Attached is an email from Lynn Matson regarding improvements he wants to undertake to the **Village Green turf**. I'm happy to entertain any questions you may have about this.

Three interesting **Transfer Station** developments to report:

- The Transfer Station and Recycling Committee last week approved the purchase of a \$3,500 **document shredder**. With this piece of equipment, we would offer shredding anytime the facility is open. Staff would operate it and allow citizens to watch their documents being shredded. The paper would then be recycled. The shredder will be purchased from the \$10,000 special events line item in the operational budget. (We'll also be using that account for to replace a flagpole that collapsed.)
- Winter will not allow the continued collection of recyclables outside. The committee also recommended moving **recyclable collections** back inside the recycling center effective Nov. 1. We will post signs encouraging facemasks and reminding citizens to practice safe social distancing.
- New committee member Katherine Couture, who is in the apparel business, has had some **hoodies** made that encourage recycling. She is offering them for sale for \$50 each. Of that, \$30 covers her cost for the garment; the remaining \$20 will benefit recycling educational efforts.

We have issued more than 1,000 **mailed and absentee ballots** to date. That represents nearly half of the 2,700 registered voters in Belgrade.

The **Budget Committee** will have its first meeting Thursday evening, at which we will review half of the departmental budgets. The other half will be reviewed during a subsequent meeting. Afterward, we will incorporate the committee's input into the budget, review that revised document with the group, and then present the draft plan to the Selectboard during a workshop.

Well-driller James Philbrick has submitted a full proposal for **drilling a water well at the maintenance garage**. Weeks and Sons is working on a proposal, as well.

Anthony Wilson

From: lynn matson <lynncmatson@gmail.com>
Sent: Tuesday, October 13, 2020 2:51 PM
To: Anthony Wilson
Subject: Belgrade Village Green Fall Agronomic Program

Hi Anthony:

I have now received a recommendation from an agronomist with the Tom Irwin company on a fall program for our Belgrade Village Green. This recommendation was developed on the basis of soil tests and in conjunction with the superintendent at the Belgrade Lakes Golf Club.

The recommendation calls for three primary cultural practices:

1. Aerification — Using a mechanical aerator to relieve compaction and open soil to provide better contact with seed. This will be done after we have more rain to soften up the ground for better penetration of the aerator tines.
2. Soil Amendments — Broadcast pelletized lime and an organic soil enrichment to improve fertility of soil for seeding.
3. Seeding — Overseed with a seed mix that will hold up well in dry weather conditions and provide the best appearance without benefit of supplemental irrigation.

I don't see any safety concerns with any of these recommendations. The limestone and seed are safe to apply to any property and the amendments are organic so that also should not present a problem. We do not need to do any posting at the Green for these practices.

The recommendation also calls for more work and applications next spring. I don't have those details yet but will be sure to get that information and review it with you well ahead of the spring application window.

Thanks for your support on this turf improvement project, Anthony. If you have questions or want to discuss, don't hesitate to get back to me.

Have a great week.

Lynn