

Town of Belgrade
Board of Selectpersons
May 18, 2021 / 6:30 p.m.

This meeting will be conducted online at
<https://us02web.zoom.us/j/81131427984>

A G E N D A

Call to Order and Pledge of Allegiance
Open Meeting

1. PUBLIC COMMENT

2. OLD BUSINESS

- A. Approval of May 4, 2021, **Selectboard minutes.**
- B. Consideration of **purchasing replacement appliances** for Joy Burgess.
- C. Consideration of appointing a **road commissioner.**
- D. Discussion and consideration of a **solar net energy billing proposal.**

3. NEW BUSINESS

- A. Consideration of policy regarding **waiving initial inspections of septic systems.**
- B. Discussion and consideration of **Request for Proposals for fuel, propane and off-road diesel.**
- C. Discussion and consideration of **Request for Proposals for electrical repair/maintenance and propane generator repair/maintenance.**
- D. Consideration of attesting the receipt of the warrant and notice of election of the **RSU 18 Budget Validation Referendum.**
- E. Discussion and consideration of amending **agreement with Friends of the Belgrade Lakes Village.**

4. WARRANT

5. TOWN MANAGER REPORT

Town of Belgrade
Board of Selectpersons
May 4, 2021 / 6:30 p.m.

This meeting was conducted online via Zoom and can be watched at

<https://youtu.be/drIVhKRhrcg>

MINUTES

Selectboard members present: Melanie Jewell, Ernst Merckens, Barbara Allen, Dan Newman, Rick Damren

In attendance: Town Manager Anthony Wilson, Bruce Galouch, Jack Sutton, Dick Bourne, Scott Damren, Kate Damren, Code Enforcement Officer Gary Fuller, Jean Saucier, Town Clerk Mary Vogel, Valerie Hudspath, Angeline Dyer, Transfer Station Director Ken Scheno, Matt Kennett and Adam Teff of Titan Energy, Carol Johnson, Gary Mahler, Fire Chief Dan Mackenzie, Regina Coppens.

Ms. Jewell called the meeting to order at 6:30 p.m.

PUBLIC HEARINGS

- A. June 8, 2021, **municipal election warrant articles**. Mr. Damren moved to open the public hearing. Mr. Merckens seconded. Motion approved 5-0. The public asked no questions about the three proposed articles. Mr. Damren moved to close the public hearing. Mr. Merckens seconded. Motion approved 5-0.
- B. **Setback violation** at 670 Manchester Road. Mr. Damren moved to open the public hearing. Mr. Merckens seconded. Motion approved 5-0. The town manager and code enforcement officer offered background about the violation and proposed resolution. Mr. Damren moved to close the public hearing. Mr. Merckens seconded. Motion approved 5-0. Mr. Damren moved to approve the no-action letter. Mr. Merckens seconded. Motion approved 5-0.

Ms. Jewell led the Pledge of Allegiance. Mr. Damren moved to open the meeting. Ms. Allen seconded. Motion approved 5-0.

1. PUBLIC COMMENT. There was no public comment.

2. OLD BUSINESS

- A. Approval of April 20, 2021, **Selectboard minutes**. Mr. Damren moved approval as presented. Mr. Merckens seconded. Motion approved 5-0.

3. NEW BUSINESS

A. **Committee appointments:**

- 1.** Valerie Hudspath – Appeals Board. Mr. Damren moved approval. Mr. Merckens seconded. Motion approved 5-0.

B. Discussion and consideration of increasing **commercial brush fees** at the Transfer Station. Mr. Merckens moved to approve the Transfer Station

Committee's recommendation to charge commercial customers 75 cents per cubic yard for dumping brush. Ms. Allen seconded. Motion approved 5-0.

- C. Discussion and consideration of purchase of **equipment for Fire Department Tanker 65**. Fire Chief MacKenzie proposed spending up to \$9,000 from the fire department equipment capital reserve fund to purchase equipment for the new fire truck. He said he will fund any expense above that from the Fire Department's 2021 operational budget. Mr. Damren moved approval. Mr. Merckens seconded. Motion approved 5-0.
 - D. Discussion and consideration of **veterans memorial improvements**. Gary Mahler updated the Board on progress made, reporting about half of the \$6,000 cost to add wings to the memorial has been raised. He estimated plaques for those wings would cost another \$4,000. All the funds will be privately raised. Mr. Damren moved that the time capsule behind the memorial be opened on Memorial Day 2021 to call attention to the fundraising effort to improve the monument. Mr. Merckens seconded. Motion approved 5-0. The Board agreed that when the improvements are dedicated would be an appropriate time to restock and reseal the time capsule.
 - E. Discussion of a **solar net energy billing proposal**. Adam Teff of Titan Energy explained how a net energy billing program would save the Town 15 percent of its electric costs. He has negotiated a three-year self-renewing agreement with Con Edison, an energy provider, with a 90-day out-clause. Ms. Jewell moved to have the board examine the proposed contract at its May 18 meeting, at which time it will determine whether the document should be reviewed by the Town's attorney. Mr. Merckens seconded. Motion approved 5-0.
 - F. Consideration of renewal of **Public Safety Answering Point (PSAP) contract** with Somerset County. Mr. Damren moved approval. Mr. Merckens seconded. Motion approved 5-0.
4. **WARRANT**. Mr. Damren moved approval of warrant no. 49 in the amount of \$623,995.81. Mr. Newman seconded. Motion approved 5-0.
 5. **TOWN MANAGER REPORT**. Mr. Wilson relayed a proposal from the Roads Committee to restripe Town roads. The Board said it does not want to incur that recurring cost. Mr. Merckens suggested surveying the roads for dangerous curves and hills that may need to be striped. Mr. Wilson said he will speak with interim Road Commissioner Jason Stevens about that, but would otherwise continue to refresh the existing striping.

The Board authorized the placement of a small park sign at the Village Green. The Board asked the town manager in his next report to update them on interest and recreation revenue for the year, and to re-initiate a quarterly report from the Town treasurer.

Mr. Damren moved to adjourn at 8:55 p.m. Mr. Merckens seconded. Motion approved 5-0.

Memo

To: Board of Selectpersons
From: Anthony Wilson, Town Manager
Date: May 18, 2021
Re: Appliances quotes

Bob the Plumber inventoried Joy Burgess' appliances that have been damaged by the salt contamination of her well. The models Mrs. Burgess owns are no longer in production, so the four vendors we solicited chose comparable models of the same makes. We sought pricing from Steve's Appliance in Sidney, Dave's Appliance in Winthrop, and Home Depot and Lowe's, both in Augusta. The quotes are as follows, with the low quotes highlighted:

- Home Depot
 - Samsung refrigerator, model #rf27t5201ww – \$1,978
 - Maytag dishwasher, model #wdta50sakz – \$799
 - Whirlpool washing machine, model #wtw4955hw – \$674
- Lowe's
 - Samsung refrigerator, model #rf27t5201 – \$2,199
 - Maytag dishwasher, model #gdt226sglww – \$749
 - Whirlpool washing machine, model #wtw5000dw – \$674
- Steve's
 - Samsung refrigerator, model #RF27T5201WW – \$1,745
 - Maytag dishwasher, model #MDB8959SKW – \$740 (does not include install)
 - Whirlpool washing machine, model #WTW5000DW – \$600
- Dave's
 - Maytag refrigerator, model #MFI2570FEW – \$1,850.99
 - MAYTAG dishwasher, model #MDB4949SKW – \$585.99 (does not include install)
 - Whirlpool washing machine, model #WTW4950HW – \$625.99

All of Steve's appliances are in stock. Dave's dishwasher will not be available until late May. Steve's delivery fee is \$25; Dave's is \$40. Both proposals are attached. The dishwasher install must be done by a plumber.

Additionally, Bob the Plumber says the water heater, pump tank and several fixtures need to be replaced because of corrosion. Bruce Galouch provided a quote of \$2,560, including installation, for the following items: one pump tank and

tee package, one hot water tank and piping that is corroded, valves that are corroded replaced with supply lines, handheld shower that is corroded, replacement of corroded kitchen faucet. This price could increase if something should break or he finds additional issues.

The total expense would be approximately \$5,600. As a reminder, the cost will be split 50-50 with the Maine Department of Transportation.

Steve's Appliance & Furniture

MAJOR APPLIANCE BID

Date: 5/14/21
Contact: Steve
Phone: (207)547-3294
Fax: (207)547-4083
Terms: 30 Days - Standard credit procedures to be followed

Town of Belgrade

<u>Qty</u>	<u>Model</u>	<u>Description</u>	<u>Price ea.</u>	<u>Price ext.</u>
1	MDB8959SKW	Maytag, Top Control DW, 3 rd Rack, 47 dB, White, Curr Avail	\$740	\$740.00
1	RF27T5201WW	Samsung 36" French Door w/ External I+W, White, Curr Av	\$1745	\$1745.00
1	WTW5000DW	Whirlpool, 4.3Cu Impeller Top Load Washer, White, Curr Avail	\$600	\$600.00
1	STAINLESS STEEL FILL HOSES		\$25	\$25.00
			Sub Total	\$3,110.00
			Delivery	\$ 25.00
			5.5% Tax	<u>EXEMPT</u>
				\$3135.00

Alternates:

WTW4955HW Whirlpool 3.8Cu Agitator Top Load Washer, White, Curr Avail \$579
WDTA50SAKW Whirlpool Top Control DW, 3rd Rack, 47dB, White, Curr Avail \$620

Warranty: All products come with a standard 1 year manufacture warranty. Longer Warranties can be purchased.

Pricing: Prices are valid until 7/30/2021 if commitment is made by 6/15/2021
Priced assuming tax exempt – Exemption certificate required, if not provided the 5.5% sales tax would need to be added

Delivery: Delivered to Belgrade, 1 Trip included
Priced delivered using elevator – if elevator is not available an extra charge per piece, per floor will be added
3 Week notice is needed on all jobs to ensure product is available. At time of bid all items were available
Refrigerators will be unboxed and set in place.
Dishwashers to be installed by contractor
Washer will be unboxed, hoses attached and set in placed
All cardboard will be removed from the site.

Thank You

Steven A Barrows, Owner
Steve's Appliance Service & Sales, Inc

Daves Appliance, Inc.

59 Central Street

Winthrop, ME 04364

2073778858

<http://davesappliancewin.com>

ADDRESS

Town of Belgrade

990 Augusta Road

Belgrade, ME 04917

Quote 346546

DATE 05/11/2021

SALES PERSON

Jessica

CUSTOMER PHONE

(207) 495-2258 - Anthony Wilson

DATE	ACTIVITY	QTY	PRICE EACH	AMOUNT
	MFI2570FEW Maytag 25 cu.ft. French Door Refrigerator	1	1,850.99	1,850.99T
	MDB4949SKW MAYTAG Stainless steel tub dishwasher with Dual Power filtration	1	585.99	585.99T
	WTW4950HW Whirlpool 3.9 cu.ft. Top Load Washer	1	625.99	625.99T
	Accessories DW install Kit	1	19.00	19.00T
	Accessories SS fill hoses	1	26.00	26.00T
	Delivery	1	40.00	40.00T
	Removal Charge No charge for DW and washer, \$25 for Fridge	1	25.00	25.00

Fridge tentatively due mid June
Dishwasher available end of May
Washer currently in stock

SUBTOTAL 3,172.97
TAX (5.5%) 173.14

Not Responsible for Dishwasher Installation

TOTAL \$3,346.11

"Quality service always"... For billing questions call (207)377-8858
Thank you for your business!

Accepted By

Accepted Date

"Quality service always"... For billing questions call (207)377-8858
Thank you for your business!

Memo

To: Board of Selectpersons
From: Anthony Wilson, Town Manager
Date: May 18, 2021
Re: Road commissioner

Two people submitted applications for road commissioner. (A third person contacted us through Indeed.com, but did not fill out the application sent to him.) Of the two applicants, only one – Jason Stevens – had any experience related to roads and construction. The committee of Selectman Damren, Fire Chief Dan MacKenzie, Road Committee member Jack Sutton and myself have been impressed with Mr. Stevens' work this past year and are confident he will continue to serve the town well. We recommend his appointment to the post.

Memo

To: Board of Selectpersons
From: Anthony Wilson, Town Manager
Date: May 18, 2021
Re: Net energy billing contract

The attached contract provided by Titan Energy was sent to you on May 5. Subsequent questions and answers between the town manager and Titan officials were sent to you on May 10.

As a reminder, the agreement has a three-year rolling term, which the Board would ratify on an annual basis, with a 90-day out-clause. This agreement involves no cost to the Town. We would be purchasing credits that would be applied to the Town's electric bills at a savings of 15% per month. Any changes the Maine State Legislature might make to the net energy billing program would be grandfathered under this contract.

If the Board is interested in approving this contract, it could do so at this meeting, or you could request a legal review by the Town's attorney.

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Consumer Disclosure Form for Marketing Net Energy Billing Tariff Rate Projects to Small Commercial Customers in Maine

Please make sure to read all of this material as well as any additional material including your contract, disclosures, and other material provided by your project sponsor carefully so that you will fully understand your rights, obligations, and risks before signing any agreement. You may also find additional information about this program and other programs that may be available to you at <https://www.maine.gov/mpuc/electricity/renewables/>.

*In 2019, the Maine Legislature passed legislation to encourage the development of community solar and other small renewable energy projects by allowing Maine electricity consumers to share in the costs and benefits of such renewable projects. One of the programs established under this legislation is the **Net Energy Billing Tariff Rate Program**.*

*You have received this document because you are a **commercial electricity** customer, and a project sponsor, **Consolidated Edison Solutions, Inc.**, is marketing a share of such a **Tariff Rate Net Energy Billing** project to you.*

*Under this program, a non-residential electricity consumer may participate by having a financial interest in a solar or other small renewable generation project. The output of this project will be reflected as a **dollar credit** on the consumer's monthly electricity bill, based on the facility's generation and the rate established annually by the Public Utilities Commission (PUC) under this program. The annual rate approved by the PUC is based on the standard offer supply rate for the customer plus 75% of the transmission and distribution delivery rate applicable to the commercial class of that utility. You may see the currently approved rates [here](#).*

*This document outlines some of the project information, contract terms and general risks and rewards of the arrangement being offered, but does not include many of the details of the proposed arrangement, or the potential risks and rewards based on your specific usage. **Additional details will be provided to you by your project sponsor in a customized disclosure of the specific risks and rewards to you and in the details of the proposed contract covering the terms of the arrangement.***

1. Project Description

The project you are offered is a solar facility of 4.99 MW with a total annual estimated output of 6250 MWh located in Central Maine Power Territory, Maine. It is expected to go into service between January 1, 2021 and July 1, 2021.

2. General Description of Terms of Subscription

- You are being offered a subscription of 179 kWdc of the project output for a term of 20 years.
- Under this arrangement, you would receive a **dollar credit** on your monthly electricity bill based on your share of the output of the project and the rates set annually by the PUC for this program. The current rate approved by the PUC for your project is **\$.12556** per kWh. At this current rate, the estimated value of this credit is approximately **\$2,341** per month based on an assumption that your share of the project produces approximately **18,646** kWh per month. This value will change with variations in electricity rates and the project's output. **Note: You should not subscribe to a project share that produces more dollar credits than your annual usage as any unused dollar credits will expire after 12 months.**
- You would pay an up-front amount of \$0.00.
- You would pay a **monthly** fee of 85% (eighty-five percent) per **dollar credit** that you receive on your monthly electricity bill.
- Your monthly fee **will not** change over the term of your contract.
- You would not be responsible for project costs.
- If you fail to make a payment on time, but make payment within ten (10) days of the due date, you will be charged interest on your late payment at the rate of twelve percent (12%) annually or at the rate allowable under law, if less. If you do not make payment within ten (10) days of the due date, the project sponsor may take any or all of the following actions: (1) terminate your contract; (2) charge you a termination fee; (3) take legal action, at your expense, to recover from you the amount you owe; and/or (5) report your failure to pay to credit agencies, which may negatively impact your credit rating.
- If you move within **your Utility's** service territory, there is no fee to transfer your address.
- You may sell or transfer your contract to anyone else in **your Utility's** service territory that is qualified to participate in this program. A fee may apply.
- You **may** cancel this contract. If you cancel this contract, a fee may apply.

Consumer Disclosure Form for Marketing Net Energy Billing Tariff Rate Projects to Small Commercial Customers in Maine

- You **are not** entitled to the Renewable Energy Credits (RECs) associated with this project. (See Additional Project Information section below for more information on RECs).
- **Additional terms will apply and will be provided in subsequent disclosures and your contract.**

3. Additional Program Information

- The amount of your dollar credits you receive will vary based on the amount of energy produced by your project in any given month.
- You will not receive a credit until the project begins generating electricity.
- You should choose a project share that is roughly equal to or below your electricity usage as any unused credits will expire after 12 months.
- If you move from **your Utility's** service territory, you will no longer be eligible to receive bill credits associated with the project.
- The project you are participating in uses a renewable fuel or technology pursuant to Title 35-A §3210(2)(B-3) of Maine statute. All renewable generation have associated "Renewable energy credits" (RECs) that are credits or certificates that represent the renewable attributes of electric power that may be sold separately from the actual energy. You may be entitled to the RECs associated with your share of the energy from the project. You should be aware however, that if you sell your renewable energy credits, you are selling the renewable attribute and your usage of the generation from the project to offset your utility bill is no longer considered "renewable."

4. Project Sponsor and Marketer (if applicable) Contact Information

In the event of any further questions on this project, you may reach out to the following:

Project Sponsor Information

**Consolidated Edison Solutions, Inc.
100 Summit Lake Drive, Suite 210
Valhalla, New York 10595**

Phone number: 866-534-7839

Project Marketer Information (if applicable)

**TitanGen, LLC
750 Main Street, Suite 1000
Hartford, CT 06103**

Phone number: 860.965.2884

ateff@titanenergyne.com

Please note that the Project Sponsor, Consolidated Edison Solutions, Inc., is not a public utility, and its activities are not subject to the same regulation and oversight by the Maine Public Utility Commission (MPUC) as a public utility. Please also note that any contract with Consolidated Edison Solutions, Inc. will not replace your obligations as a customer of your Utility and any fees paid to Consolidated Edison Solutions, Inc. are separate from payments and obligations you have as customers of your Utility.

If you have questions or want more information, see the renewable program information on the MPUC's website at <https://www.maine.gov/mpuc/electricity/renewables/>, MPUC Rule Chapter 313 (<http://www.maine.gov/sos/cec/rules/65/407/407c313.docx>) or call the MPUC at 1-800-452-4699.

Subscriber Agreement
Maine Net Energy Billing Tariff Program

This Subscriber Agreement (the “Agreement”) dated May 12, 2021 (the “Effective Date”) by and between Consolidated Edison Solutions, Inc, a New York corporation, with an office address of 100 Summit Lake Drive, Suite 210, Valhalla, NY 10595 (the “Provider”) and Town of Belgrade, Maine, an municipality in the State of Maine, with an office address of 990 Augusta Road, Belgrade, ME 04917 (the “Customer”) (Provider and the Customer each being sometimes hereinafter referred to as a “Party” or collectively, as the “Parties”).

1. Introduction

- a. This Agreement, consisting of the attached Consumer Disclosure Form (the “Disclosure Form”), these terms and conditions, and any attachments or addendums to this Agreement, is by and between the Provider and the Customer identified above and on the Disclosure Form attached hereto. Pursuant to this Agreement, the Parties agree that Customer has a financial interest in the Provider’s solar project located in Central Maine Power Company or Emera Maine-Bangor Hydro service territory, or their Successors, (the “Project”) and Provider agrees to deliver the energy production attributable to Customer’s share of capacity (the “Customer’s Share”) in the Project to the Customer’s electric utility (the “Utility”).
- b. The Project is part of the Maine Net Energy Billing – Shared Financial Interest Tariff Rate Program (the “Program”) administered by the Maine Public Utilities Commission. The Program permits customers of the Utility in whose service territory the Project is located to receive Net Energy Billing Credits (as defined below) on their energy bill. The Net Energy Billing Credits are associated with the electricity produced by the Project, but are not Renewable Energy Credits (RECs). The Provider is not a competitive energy supplier and this Agreement is not a competitive energy supply agreement or contract.
- c. The amount of Net Energy Billing Credits provided to the Customer each month will vary depending on factors such as the availability of sunlight.
- d. The Customer will remain a customer of the Utility and will be responsible for any charges on the Utility’s invoice not offset by the Net Energy Billing Credits.
- e. The Project, the Customer’s Share/Subscription Size, the Utility, and the Customer’s Utility Account(s) are each identified on the Disclosure Form attached hereto and/or in other attachments to this Agreement.
- f. In exchange for the financial interest in the Project and Provider’s delivery of energy to the Utility and the resulting Net Energy Billing Credits, the Customer agrees to pay the Provider in accordance with the terms and conditions set forth in this Agreement.

- 2. Term Term** The Provider agrees to deliver the energy production attributable to the Customer’s Share to the Utility for a three (3) year initial term from the first utility billing cycle on which Net Energy Billing Credits appear, (the “Term”) with annual auto-renewals for 20 years if not terminated. The date of the utility bill on which Net Energy Billing Credits first appear shall be known as the “Term Commencement Date”.

3. Community Solar Project Output; Bill Credits; Payment

- a. **The Customer Share and Net Energy Billing Credits** . The Provider will deliver the energy production attributable to the Customer’s Share/Subscription Size in the Project to the Utility and instruct the Utility to allocate the net energy billing credits (“Utility Bill Credits” or “Net Energy Billing Credits”) generated by the Customer’s Share pursuant to the Utility’s electric service tariff to the Customer. Utility Bill Credits will be received as a credit to the Customer’s Utility Account, as determined by the Utility in accordance with its electric service tariff. The Customer’s Share, the name of the Utility, and the Customer’s Utility Account are set forth in the Agreement. The Provider’s services under this Section 3(a) are hereinafter referred to as “Community Solar Services.”
- b. **Monthly Payments**. In exchange for the Provider’s delivery of energy production from the Customer’s Share in the Project to the Utility and for the Customer’s receipt of Net Energy Billing Credits, the Customer will be charged each month during the Term (“Monthly Payment”) an amount equal to: (i) the monetary value of Customer’s Net Energy Billing Credits received by Customer multiplied by the monthly fee percentage (%) (“Billing Credit Discount Rate”) set forth in this Agreement, plus (ii) applicable sales or use taxes. Monthly Payments are due on the due date specified in the bill sent by the Provider to the Customer.

- c. **Utility Billing Adjustments.** If the Utility makes a correction or other adjustment to the quantity of energy delivered by the Project to the Utility, then, in a subsequent billing cycle; (i) the Provider will issue a credit to the Customer for the Net Energy Billing Credits associated with a downward adjustment to the quantity of energy delivered, or (ii) the Customer will pay the Provider for any upward adjustment to the quantity of energy delivered, in each case as calculated pursuant to Section 3(b).
- d. **Fees; Late Charges.** In addition to any other amounts the Customer agrees to pay in this Agreement, the Customer agrees to pay the interest on late payments at the lesser of: (i) twelve percent (12%) annually or (ii) the maximum rate allowed by law.
- e. **Payment Obligations.** THE CUSTOMER AGREES THAT ITS OBLIGATION TO PAY THE MONTHLY PAYMENTS AND ALL OTHER AMOUNTS DUE UNDER THIS AGREEMENT ARE ABSOLUTE AND UNCONDITIONAL UNDER ALL CIRCUMSTANCES AND SHALL NOT BE SUBJECT TO ANY ABATEMENT, DEFENSE, COUNTERCLAIM, SETOFF, RECOUPMENT OR REDUCTION FOR ANY REASON WHATSOEVER, IT BEING THE EXPRESS INTENT OF THE PARTIES THAT ALL AMOUNTS PAYABLE BY THE CUSTOMER HEREUNDER SHALL BE, AND CONTINUE TO BE, PAYABLE IN ALL EVENTS, INCLUDING BY THE CUSTOMER'S SUCCESSORS AND PERMITTED ASSIGNEES, IF ANY, AND, EXCEPT AS SET FORTH IN THIS AGREEMENT, THE CUSTOMER HEREBY WAIVES ALL RIGHTS THAT THE CUSTOMER MAY HAVE TO REJECT OR CANCEL THIS AGREEMENT, TO REVOKE ACCEPTANCE OF THE CUSTOMER'S NET ENERGY BILLING CREDITS, OR TO GRANT A SECURITY INTEREST IN THE PROJECT OR THE CUSTOMER'S RIGHTS AND INTERESTS UNDER THIS AGREEMENT.

4. Community Solar/Net Metering Program Eligibility; Adjustments to the Customer's Share

- I. **Eligibility Representations.** In connection with the Customer's eligibility for Net Energy Billing Credits and authority to enter into this Agreement, the Customer represents and warrants to the Provider that:
 - a. the Customer is a nonresidential retail customer of the Utility and the owner of the Customer's Utility Account; and
 - b. the Customer has the authority to enter into this Agreement on behalf of the Customer's Utility Account and the individual signing this Agreement on behalf of the Customer is authorized to do so.
- II. **Adjustments to the Customer's Share.** The Customer authorizes the Provider: (i) to adjust the Customer's Share as the Provider determines is reasonably necessary to comply with orders of governmental authorities or the requirements of the Utility and (ii) to assign the Customer's Share to a different project ("Substitute Project"), in which case the Provider will give the Customer not less than thirty (30) days' notice of the Substitute Project and thereafter, with respect to the ongoing obligations of the Parties under this Agreement, each reference to the Project in this Agreement shall be deemed to be a reference to the Substitute Project.
- III. **Cooperation.** The Customer agrees to cooperate with the Provider and assist in preparing and obtaining any required documentation relating to the Customer's eligibility for Net Energy Billing Credits, including in the event of a Substitute Project.

5. Obligations of the Provider

- a. **Project Operation; Delivery of Energy to Your Utility.** The Provider will operate the Project and will cause the energy output of the Project to be delivered to the Utility.
- b. **Insurance.** The Provider will insure the Project and will be solely responsible for obtaining any insurance required by applicable law.
- c. **Property Taxes; No Liens.** Property taxes on the Project will be the sole responsibility of the Provider.

6. Conditions Prior to Interconnection Date and Sale of Net Energy Billing Credits

- a. The Provider's obligation to provide Solar Services under this agreement is conditioned on the following items having been completed to the Provider's reasonable satisfaction:
 - i. Approval of this Agreement by one of the Provider's financing parties;
 - ii. Confirmation of net energy billing tariff rate program, and tax credit payment availability in the amount used by the Provider to calculate the economic viability of the project and to extend the Billing Credit Discount Rate set forth in this Agreement;

- iii. Receipt of all necessary zoning, land use and building permits; and
 - iv. Confirmation that no materially adverse change to the regulatory environment or the financial prospects or viability of the Project has occurred since the Effective Date.
- b. To the extent not already obtained, the Provider may terminate this Agreement without liability or further obligation if, in its reasonable judgment, any of the above listed conditions (i) through (iv) will not be satisfied for reasons beyond its reasonable control.
7. **Disclaimer of Warranties** TO THE FULLEST EXTENT PERMITTED BY LAW, THE PROVIDER DISCLAIMS ALL REPRESENTATIONS AND WARRANTIES, EXPRESS OR IMPLIED, AS TO THE MERCHANTABILITY, FITNESS FOR ANY PURPOSE, CONDITION, DESIGN, CONSTRUCTION, CAPACITY, SUITABILITY OR PERFORMANCE OF THE PROJECT.
8. **Ownership of the Project, Energy, Tax Credits and Rebates**
- a. The Customer agrees that the Project and the energy produced by the Project are the Provider's personal property. The Customer understands and agrees that this Agreement is for Solar Services and is not a contract to sell or lease the Project to the Customer or a contract to sell energy to the Customer. The Provider owns the Project and the energy and other outputs produced by it for all purposes, including all data generated from the Project.
 - b. THE CUSTOMER UNDERSTANDS AND AGREES THAT ANY AND ALL TAX CREDITS, INCENTIVES, ENVIRONMENTAL ATTRIBUTES, RENEWABLE ENERGY CREDITS, GREEN TAGS, CARBON OFFSET CREDITS, UTILITY REBATES OR ANY OTHER NON-POWER ATTRIBUTES OF THE PROJECT OTHER THAN NET ENERGY BILLING CREDITS ARE THE PROPERTY OF, AND FOR THE SOLE BENEFIT OF, THE PROVIDER, USABLE AT ITS SOLE DISCRETION. THE PROVIDER SHALL HAVE THE EXCLUSIVE RIGHT TO ENJOY AND USE ALL SUCH BENEFITS, WHETHER SUCH BENEFITS EXIST NOW OR IN THE FUTURE. THE CUSTOMER AGREES TO REFRAIN FROM ENTERING INTO ANY AGREEMENT WITH THE UTILITY THAT WOULD ENTITLE THE UTILITY TO CLAIM ANY SUCH BENEFITS. THE CUSTOMER AGREES TO REASONABLY COOPERATE WITH THE PROVIDER SO THAT THE PROVIDER MAY CLAIM ALL SUCH TAX CREDITS, RENEWABLE ENERGY CREDITS, REBATES, CARBON OFFSET CREDITS OR ANY OTHER BENEFITS FROM THE PROJECT. SUCH COOPERATION BY THE CUSTOMER MAY INCLUDE, BUT NOT BE LIMITED TO, TO THE EXTENT PERMITTED BY LAW, ENTERING INTO UTILITY BILL AGREEMENTS, INTERCONNECTION AGREEMENTS, AND FILING RENEWABLE ENERGY/ CARBON OFFSET CREDIT REGISTRATIONS AND/OR APPLICATIONS FOR REBATES FROM THE FEDERAL, STATE OR LOCAL GOVERNMENTS OR THE UTILITY AND GIVING THESE TAX CREDITS, RENEWABLE ENERGY/CARBON CREDITS, REBATES OR OTHER BENEFITS TO THE PROVIDER.
9. **Left Blank Intentionally**
10. **Moving or Transferring the Agreement**
- a. The Customer may assign, sell, or otherwise transfer its interests pursuant to this Agreement, only after providing prior written notice to the Provider. The Customer may, at no cost, change the address and/or the Utility Account to which the Net Energy Billing Credits are applied, provided: (i) the address for the new/replacement Utility Account address is within the same Utility's service territory and (ii) such new/replacement Utility Agreement is also owned by Customer and able to utilize the same amount of Net Energy Billing Credits as the original Agreement as identified on the Disclosure Form. The effective date of such change will be the date on which the Utility permits the Provider to make such change. The Provider will not be liable to the Customer for any Net Energy Billing Credits that are lost or are otherwise unavailable as a result of such address change.
 - b. The Provider may assign, sell, or transfer the Project or this Agreement, and/or subcontract its responsibilities under this Agreement without the consent of the Customer, including, but not limited to, financing entities for the Project.
11. **Early Termination by Customer**
- The Customer can terminate this Agreement, without cost, by providing ninety (90) days' advance notice to Provider. Early Termination by the Customer requires a minimum of ninety (90) days' advance written notice to the Provider; Early Termination by the Customer with less than ninety (90)

days' advance written notice constitutes a default.

12. Default. The Customer will be in default under this Agreement if any of the following occurs:

- a. The Customer fails to make any payment when it is due and such failure continues for a period of ten (10) days beyond the due date;
- b. The Customer terminates Customer's Utility Account or otherwise becomes ineligible to receive Net Energy Billing Credits;
- c. The Customer has provided false or misleading financial or other information to obtain this Agreement;
- d. The Customer assigns, transfers, encumbers, sublets, or sells this Agreement without the Provider's consent;
- e. Customer terminates this Agreement with less than ninety (90) days' advance written notice; or
- f. The Customer makes an assignment for the benefit of creditors, admits in writing its insolvency, files or there is filed against the Customer a voluntary petition in bankruptcy, or Customer is adjudicated bankrupt or insolvent or undertakes or experiences any substantially similar activity.

13. Remedies in Case of Default;

- a. If the Customer is in default under this Agreement, including, for example, as a result of the Customer's early termination of the Agreement with less than ninety (90) days' advance written notice, the Provider may take any one or more of the following actions, after first providing advance notice if required by law:
 - i. terminate this Agreement;
 - ii. take any actions reasonably necessary to correct the Customer's default or to prevent the Provider's loss, with any amount the Provider pays in connection with such actions being added to the amount the Customer owes the Provider and becoming immediately due;
 - iii. reassign the Customer's Share of the Project, and the benefits therefrom, to another customer, if available;
 - iv. proceed, by appropriate court action, to enforce Customer's performance of this Agreement and to recover damages for the Customer's default or breach of this Agreement;
 - v. recover from the Customer: (i) all amounts due and owing as a result of Net Energy Billing Credits issued by the Utility and appearing on the Customer's Utility Bill up to and including the month in which the default occurred, and ii) any new amounts due and owing as a result of Net Energy Billing Credits issued by the Utility and appearing on the Customer's Utility Bill from the month in which the default occurred until this Agreement is terminated, plus (iii) all taxes, late charges, penalties, interest and all or any other sums then accrued or due and owing; and
 - vi. recover from the Customer a payment (the "Termination Fee") equal to ninety (90) days of the estimated monthly Net Energy Billing Credits value, as reflected in the Disclosure Form attached to this Agreement.
 - vii. use any other remedy available to the Provider in this Agreement or by law.
- b. The Provider may submit to credit reporting agencies negative credit reports that might be reflected on the Customer's credit record if the Customer does not pay any amounts due under this Agreement as required.
- c. The Customer agrees to repay the Provider for all costs incurred by the Provider resulting from or in connection with the Customer's default, including, but not limited to, payment for all Monthly Payments due to Provider for the Net Energy Billing Credits received by the Customer, plus the Termination Fee set forth above.
- d. By choosing any one or more of the remedies set forth above, the Provider does not give up its right to use another remedy. By deciding not to use any remedy should Customer be in default under this Agreement, the Provider does not give up its right to use that remedy in case of a subsequent default.

14. Limitation of Liability

THE PARTIES AGREE THAT, TO THE FULLEST EXTENT PERMITTED BY LAW, IN NO EVENT SHALL EITHER PARTY BE LIABLE TO THE OTHER FOR CONSEQUENTIAL, INCIDENTAL, PUNITIVE, EXEMPLARY, SPECIAL OR INDIRECT DAMAGES.

15. Force Majeure

- a. Except for a Party's obligation to make payments when due under this Agreement, a Party's obligation to perform under this Agreement will be suspended as a result of an event of Force Majeure. For purposes of this Agreement, a Force Majeure event means any event, condition, or circumstance beyond the control of, and not caused by, a Party's fault or negligence, and includes, without limitation, any failure to act caused by fire, flood, earthquake, severe weather, epidemics, pandemics, war, riots, terrorism, insurrection, sabotage, failure of the electric grid, or failure of equipment not utilized by Provider or under Provider's control, or the failure of the Project to produce electricity not caused by Provider's fault or negligence.
- b. Except for a Party's obligation to make payments when due under this Agreement, if a Party is unable to perform some or all its obligations under this Agreement because of an event of Force Majeure, the Party will be excused from its performance subject to the following:
 - i. the Party claiming the event of Force Majeure gives notice to the other Party of the event of Force Majeure, the anticipated duration of the event, and the Party claiming the event of Force Majeure takes commercially reasonable steps to assist in the termination of the event;
 - ii. the Party's suspension of performance is of no greater scope or longer duration than is required by the event of Force Majeure; and
 - iii. no obligation of the Party that arose prior to the event of Force Majeure is excused.

16. Applicable Law

The laws of the State of Maine shall govern this Agreement without giving effect to its conflict of laws principles. The Customer and the Provider hereby consent to the exclusive jurisdiction of the state or federal courts situated in Kennebec County, Maine for the resolution of any disputes not otherwise resolved by negotiation between the parties.

17. Waiver

Any delay or failure of a Party to: (i) enforce any of the provisions of this Agreement, including, but not limited to, any of the remedies listed in this Agreement, or (ii) require performance by the other Party of any of the provisions of this Agreement, otherwise shall not be construed to be a waiver of such provisions or a Party's right to enforce that provision or affect the validity of this Agreement.

18. Notices

All notices under this Agreement shall be in writing and shall be by personal delivery, electronic mail, overnight courier, or certified or registered mail, return receipt requested, and deemed received upon personal delivery, acknowledgment of receipt of electronic transmission, the delivery date shown on the records of the overnight courier, or on the date shown on the return receipt. Notices to the Provider shall be sent to the following address:

Consolidated Edison Solutions Inc,
100 Summit Lake Drive
Valhalla, NY 10595
CESCommunitySolar@conedceb.com
Attention: Managing Director – BTM Solar

Notices to the Customer shall be sent to the address first shown above. Either Party may change the address to which such notices are to be sent by not less than ten (10) days prior written notice to the other Party.

19. Entire Agreement; Changes

This Agreement sets forth the Parties' entire agreement regarding the delivery of energy from the Customer's Share/Subscription Size, the allocation of the Customer's Net Energy Billing Credits, and the sale and purchase of Community Solar Services. There are no other agreements or understandings relating to the subject matter of this Agreement, either written or oral. Any change to this Agreement must be in writing and signed by both the Customer and the Provider. If any portion of this Agreement is determined to be unenforceable, the remaining provisions shall be enforced in accordance with their terms or shall be interpreted or re-written so as to make them enforceable.

20. Notice and Right to Cancel

The Customer has the right to cancel this Agreement without penalty within three (3) business days after signing the Agreement by notifying Con Edison Solutions Community Solar Support at: (866) 534-7839

21. Customer Protections

Additional information about Net Energy Billing programs in Maine is available from the Maine Public Utilities Commission by visiting its website at <https://www.maine.gov/mpuc/index.shtml> or by telephone at 207-287-3831. For complaints or questions about this Agreement that cannot be resolved by contacting the Provider, Customers may contact the Office of the Maine Attorney General by visiting its website at <https://www.maine.gov/ag/index.shtml> or by telephone at 207-626- 8800.

THE PARTIES, BY THEIR DULY AUTHORIZED REPRESENTATIVES AND INTENDING TO BE BOUND, HAVE EXECUTED THIS AGREEMENT AS OF THE DATE FIRST SET FORTH ABOVE.

Customer Name: Town of Belgrade, Maine

Customer Authorized Representative Signature:

Name and Title: Anthony Wilson, Town Manager

Provider Name: Consolidated Edison Solutions, Inc

Provider Authorized Representative Signature:

Name and Title : Tom Sweeney, Managing Director

By entering into this Agreement, the Customer authorizes the Provider to request utility account information regarding the Customer from the Customer's utility, including, but not limited to, the Customer's historical electricity usage, cost, and billing information. The Provider is authorized to retain this information for the duration of this Agreement and 12 months thereafter.

Subscriber Agreement Attachment A Maine Net Energy Billing Program

I. Subscriber Name Town of Belgrade, Maine

II. Subscriber's Utility Information

Utility Company (EDC)	Central Maine Power
Consolidated Commodity Bill	Yes
Total Annual Electricity Cost	<u>use 90% for NEB allocation</u>
Number of Utility Accounts	<u>10</u>

III. Subscriber Accounts to be Enrolled *(All accounts must be in same name.)*

LIST	UTILITY ACCOUNT NUMBER	SERVICE ADDRESS	ALLOCATION OF CREDITS
1	3501-0695-985	Pit Rd Town Office	90%
2	3501-3587-940	508 Smithfield Rd	90%
3	3501-3573-478	499 Smithfield Rd	90%
4	3501-0928-378	1 Augusta Rd	90%
5	3501-4027-722	1 Center Drive	90%
6	3501-0046-080	60 Oakland Rd	90%
7	3501-0171-060	1 Carey Way	90%
8	3501-2466-443	214 Depot Rd	90%
9	3501-0928-592	Recycling Rd	90%
10	3501-1097-959	Streetlights	90%
11			

Memo

To: Board of Selectpersons
From: Anthony Wilson, Town Manager
Date: May 18, 2021
Re: Septic inspections

Brent Lawson, state plumbing inspector with the Maine Department of Health and Human Services, explained the state allows certified contractors to seek a waiver of the initial inspection of septic system installations and to perform the first inspection themselves. Contractors can ask the local plumbing inspector (LPI) to waive the first inspection only if they are certified by DHHS. Also, such contractors must possess an erosion control certification from the Maine Department of Environmental Protection. If the LPI agrees to waive the first inspection, the contractor's certification number is written on the corresponding signature line on the septic permit issued by the LPI. That LPIs must agree to waive the first inspection provides protection against contractors whom they believe or know to be unscrupulous.

We are unaware of any local contractors who currently hold these certifications. Mr. Lawson offered to respond to contractors about how they can earn the certification. If they were to earn the certifications, it could expedite the inspection process and open bandwidth for the LPI to address other needs.

If the Board wishes to make this policy, we would suggest approving the attached.

Town of Belgrade Policy on First Inspections of Septic Systems

Septic system contractors certified by the Maine Department of Health and Human Services and certified regarding erosion control by the Maine Department of Environmental Protection may request a waiver of the initial inspection of septic system installations. The Local Plumbing Inspector (LPI) has the sole authority to waive the first inspection for certified contractors, although he/she is under no obligation to do so. If the LPI waives the first inspection, the contractor's certification number will be listed on the appropriate signature line of the permit issued by the LPI. Contractors must provide to the LPI annual documentation of their certification.

Authorized by the Board of Selectpersons on May 18, 2021:

Melanie Jewell, Chair

Rick Damren, Vice Chair

Ernst Merckens

Dan Newman

Barbara Allen

Memo

To: Board of Selectpersons
From: Anthony Wilson, Town Manager
Date: May 18, 2021
Re: Heating oil, propane and diesel RFP

The attached Request for Proposals is for the provision of No. 2 heating oil, propane and off-road diesel. The last contract expired some years ago.

If approved by the Board, the RFP would be sent to area fuel providers in the Augusta/Waterville area listed on maineoil.com and posted for two weeks on webpages dedicated to RFPs on the Town and Maine Municipal Association websites. We would bring the responses to the Board for consideration at your June 15 meeting.

While most contracts are for three years, because of the volatile nature of oil and gas prices, we recommend this contract be for one year.

We are also participating in a cooperative bidding effort for No. 2 fuel and propane with RSU 18, which will give us the chance to take advantage of whichever bid process yields the lowest price. Those bids will be received by May 26.



**TOWN OF BELGRADE, MAINE
REQUEST FOR PROPOSAL
FUEL, PROPANE & OFF-ROAD DIESEL**

You are invited to submit a proposal for up to 7,500 gallons of #2 fuel, up to 3,500 gallons of LP fuel, and up to 600 gallons off-road Diesel (winter blend) in accordance with the attached specifications terms and conditions. Prospective bidders are advised to read this information over carefully prior to submitting a bid.

All proposals must be submitted in a sealed envelope, plainly marked: Town of Belgrade **"Fuel Bids"** Attn: Town Manager / Anthony Wilson, 990 Augusta Road, Belgrade, ME 04917.

All bids must be received no later than 12:00 p.m. (noon) on Thursday, June 3, 2021, at which time the proposals will be opened by the Town Manager. The Belgrade Selectboard will review all proposals at its meeting on June 15, 2021, starting at 6:30 p.m. The Selectboard reserves the right to reject any and all bids with the best interest of the Town in mind. All proposals received will be considered confidential and not available for public review until after a supplier has been selected.

Suppliers may submit any supporting information that will be beneficial in evaluating supplier and supplier proposals. This solicitation does not obligate parties to negotiate a contract with any supplier. The Town will not be responsible to pay for any fuel not used under this agreement. (Up to 7,500 gallons # 2 fuel, 3,500 propane & up to 600 gallons off-road diesel fuel) The agreement will run from June 15, 2021, to June 15, 2022.

LATE PROPOSALS/BIDS: Any bids received after specified date and time will not be considered, nor will late bids be opened.

Any questions please contact the Town Office at (207) 495-2258 and ask for Town Manager Anthony Wilson or call (207) 215-1021 for Facility Maintenance Director Chris Dutil.

SCOPE OF SERVICE:

The SUPPLIER shall furnish a list of all labor and equipment to the OWNER to safely deliver # 2 fuel, LP fuel, and diesel fuel to the Town of Belgrade.

AVAILABILITY:

The SUPPLIER must deliver # 2 fuels and LP fuel on an automatic schedule and diesel fuel deliveries will be ordered by phone on an as needed basis.

CONTRACTORS OBLIGATIONS:

The SUPPLIER will furnish all vehicles, materials, personnel, tools, equipment and tanks (if needed) except as otherwise specified herein and does everything necessary and proper to satisfactorily perform the services as outlined.

The SUPPLIER SHALL be familiar with all federal, state and local statutes, laws, rules, regulations, ordinances and orders that may in any way affect the services.

Any increase in SUPPLIER'S costs during the term of this proposed Agreement shall be the sole responsibility of the SUPPLIER.

The SUPPLIER shall provide OWNER with proof of PUBLIC LIABILITY INSURANCE in the amount of not less than Four Hundred Thousand Dollars (\$400,000) or such other amounts as is established by the Maine Tort Claims Act (14 M.R.S.A. section 8101) as amended from time to time, combined single limit, to protect the SUPPLIER, as well as any subcontractor performing work as covered by this Agreement, and the OWNER from claims and damages that may arise from operations under this Agreement. The SUPPLIER must list the Town of Belgrade as an additional insured.

The SUPPLIER shall provide OWNER with proof of Worker's Compensation Insurance in the amount required by Maine law if necessary.

PAYMENT(s) FOR SERVICE:

All payments shall be done by a warrant signed by the Selectboard. Warrants are processed every first and third Tuesday of the month, and all payment requests are to be directed to Treasurer Nicholas Poole.

Owner will provide gate key to SUPPLIER for the Transfer Station facility.

The Town of Belgrade owns all of its tanks.

AMOUNTS REQUIRED:

2 HEATING FUEL = 7,500 GALLONS

PROPANE = 3,500 GALLONS

DIESEL = 600 GALLONS

DROP-OFF LOCATIONS

Commodity Type: #2 Fuels: (7,500 gallons)

Location & Size:

Belgrade Lakes Fire Station - 1 Augusta Road – one 275-gallon tank

Belgrade Depot Fire Station - 214 Depot Road – one 275-gallon tank

Belgrade Transfer Station - 41 Transfer Station Road – one 275-gallon tank*

North Belgrade Fire Station - 449 Smithfield Road – one 275-gallon tank

North Belgrade Community Center - 508 Smithfield Road – one 275-gallon

Belgrade Center for All Seasons – 1 Center Drive – two 330-gallon tanks

Town of Belgrade – Rental – 8 Dalton Lane – one 275-gallon tank

Town of Belgrade – Rental – 10 Dalton Lane – one 275-gallon tank

Commodity Type: Off-Road Diesel (ONE DROP UP TO 600 gallons)

Location & Size:

Belgrade Transfer Station – 41 Transfer Station Road – one 200-gallon tank

Facility Maintenance Garage – 60 Oakland Road - one 50-gallon tank

** This is a waste oil heating unit which can use either # 2 fuel or diesel fuel. Fill only when requested. All of the rest of the tanks are on auto fill.*

Commodity Type: Propane (3,500 gallons)

Location & Size:

Belgrade New Town Office – 990 Augusta Road - one 1000-gallon tank

Belgrade Lakes Fire Station – 1 Main Street – one 500-gallon tank

Belgrade Center for All Seasons – 1 Center Drive – one 120-gallon tank and one 500-gallon tank

Facility Maintenance Garage – 60 Oakland Road - one 300-gallon tank

Transfer Station – 41 Transfer Station Road - two 300-gallon tanks

Town of Belgrade – Rental - 8 Dalton – one 300-gallon tank

Town of Belgrade – Rental - 10 Dalton – one 300-gallon tank

Facility Maintenance Director Chris Dutil (207) 215-1021, will show CONTRACTOR locations of all tanks and answer any questions dealing with deliveries.

Memo

To: Board of Selectpersons
From: Anthony Wilson, Town Manager
Date: May 18, 2021
Re: Electric and generators maintenance/repairs RFP

The attached Request for Proposals is for the repair and maintenance of the Town's electrical systems and propane generators. The last contract expired some years ago.

If approved by the Board, the RFP would be sent to local electricians and posted for two weeks on webpages dedicated to RFPs on the Town and Maine Municipal Association websites. We would bring the responses to the Board for your consideration at the June 15 meeting.

TOWN OF BELGRADE RFP FOR ELECTRICAL REPAIR/MAINTENANCE & PROPANE GENERATOR REPAIR/MAINTENANCE

This Proposal Application is made for the years June 1, 2021, to June 1, 2024, by and between the Town of Belgrade, a municipal corporation existing under the laws of the State of Maine and located in the County of Kennebec, (hereafter "OWNER") and

Name of Company	Contact Person
Owner & Business Address	
Tax I. D. Number	e-mail address
Business phone	Cell phone

All proposals must be in a sealed envelope marked (Electric repair & Propane Generator repair proposal) – Attn: Anthony Wilson and be received in the Town Office at 990 Augusta Road, Belgrade, ME 04917, by noon on May 27, 2021 and will be opened at that time. The Belgrade Selectboard will review the proposals at its June 1, 2021, regular meeting starting at 6:30 p.m.

The Town of Belgrade reserves the right to reject any proposal with the Town's best interest in mind. The Town of Belgrade is an EOE employer.

Please contact Town Manager Anthony Wilson at 207-495-2258 with any questions concerning the RFP.

WITNESSETH:

In consideration of the mutual covenants and conditions contained herein, the CONTRACTOR AGREE AS FOLLOWS:

SCOPE OF SERVICE: BID PAGE

The CONTRACTOR shall furnish labor to the OWNER at the following rates:

Hourly rate: Monday-Friday from 7:00 a.m. to 5:00 p.m. @ _____ /hr for the first employee & _____ /hr for additional workers when supplying materials and \$ _____ /hr for the first hour and \$ _____ /hr for each employee thereafter, if not supplying materials.

Overtime rates: Monday-Friday from 5:00 p.m. to 7:00 a.m. & Saturday/Sunday all day is @ \$ _____ /hr for the first hour and \$ _____ /hr for each employee thereafter – with supplying materials.

Bucket truck: @ \$ _____ per hour for truck and \$ _____ per hour for the operator

Excavator (small): @ \$ _____ per hour

Propane service: @ \$ _____ /hr for the first hour and \$ _____ /hr for each employee thereafter.

Generator service (propane only): @ \$ _____ for each propane generator.

CONTRACTOR:

Shall do a yearly maintenance on all propane generators as specified below, and repair propane generators and other propane equipment as needed.

List of yearly maintenance work for generators:

1. Replace lube oil
2. Replace lube oil filter(s)
3. Replace fuel filter(s)
4. Replace coolant filter(s)
5. Service/clean air filter (s)
6. Check coolant level, condition of coolant, protection rating and perform pressure test
7. Inspect/adjust hoses, belts and linkages
8. Diesel engines: Inspect injectors system and fuel lines
9. Gas/LP engines: Inspect complete ignition system, check timing, replace points, condenser and sparkplugs
10. Check engine heater operation
11. Inspect fuel supply system including piping, solenoid valve and transfer tank where applicable
12. Inspect exhaust system and drain condensation if system as drain provision
13. Check battery charger operation and charge rate

14. Check battery electrolyte levels and specific gravity, clean terminals as needed, spray terminals with corrosion proof solvent
15. Check all engine and generator shutdown and alarm system
16. Adjust output voltage and frequency as required
17. Confirm proper operation of all engine gauges and AC metering
18. Inspect transfer switch main contacts
19. Instruct customer's personnel on the operation and regular inspection of the equipment
20. Mark on unit work being performed annually

The CONTRACTOR shall work on all electrical systems/propane systems and on all related equipment above or below ground.

AVAILABILITY:

The CONTRACTOR is available 24/7 at cell # _____ Contact person (_____) or at cell # _____ Contact person (_____) or work phone @ _____ or by e-mail @ _____

CONTRACTORS OBLIGATIONS:

The CONTRACTOR will furnish all vehicles, materials, personnel, tools and equipment, except as otherwise specified herein, and does everything necessary and proper to satisfactorily perform the services by this Agreement.

The contractor SHALL be familiar with all federal, state and local statutes, laws, rules, regulations, ordinances and orders that may in any way affect the services.

That any increase in CONTRACTOR'S costs during the term of this Agreement shall be the sole responsibility of the CONTRACTOR'S.

The CONTRACTOR shall provide OWNER with proof of PUBLIC LIABILITY INSURANCE in the amount of not less than Four Hundred Thousand Dollars (\$400,000) or such other amounts as is established by the Maine Tort Claims Act (14 M.R.S.A. section 8101).

As amended from time to time, combined single limit, to protect the CONTRACTOR, any subcontractor performing covered by this Agreement, and the OWNER from claims and damages that may arise from operations under this Agreement.

The CONTRACTOR shall provide OWNER with proof of Worker's Compensation Insurance in the amount required by Maine law and as necessary.

PAYMENT(s) FOR SERVICE:

All payments shall be done by a warrant signed by the Selectboard. Warrants are processed every two weeks and all payment requests are to be given to Treasurer.

BILLING FOR SERVICES:

CONTRACTOR will bill OWNER within 14 days of completing each job.

AMENDMENTS TO AGREEMENT:

Any amendments to said agreement must be agreed upon in writing by both the CONTRACTOR and OWNER.

RIGHT TO TERMINATE CONTRACT:

Both the CONTRACTOR & OWNER have the right to terminate said agreement upon 30-day written notice and showing proof of "Just Cause" as outlined by Maine State law.

SIGNING OF AGREEMENT:

This agreement supersedes all prior negotiations, representations, or agreements, either written or oral. This agreement runs from June 1, 2021, to June 1, 2024.

Memo

To: Board of Selectpersons
From: Mary Vogel, Town Clerk
Date: May 18, 2021
Re: RSU 18 warrant

Attached is the warrant and notice of election of the RSU 18 Budget Validation Referendum. The Town must post signed copies seven days prior to the June 8 election. If there are no changes at RSU 18's budget validation meeting on May 20, the warrant will be posted as received.

The Selectboard must acknowledge you have received the notice, and you must sign the warrant in person. This is the same process as with the Town Warrant. Signing the warrant does not mean you approve of the school budget; it is simply attesting that you have received the notice to be posted.

**WARRANT AND NOTICE OF ELECTION CALLING
REGIONAL SCHOOL UNIT NO. 18
BUDGET VALIDATION REFERENDUM
(20-A M.R.S. § 1486)**

TO: Megan Bacon, a resident Regional School Unit No. 18 (the “Regional School Unit”) composed of the Towns of Belgrade, China, Oakland, Rome, and Sidney, State of Maine.

In the name of the State of Maine, you are hereby ordered to serve upon the municipal clerks of each of the municipalities within the Regional School Unit, namely, the Towns of Belgrade, China, Oakland, Rome, and Sidney, an attested copy of this warrant and notice of election. Service shall be in hand within three (3) days of the date of this warrant and notice of election. The municipal clerks of the above municipalities shall immediately notify the respective Municipal Officers. The Municipal Officers shall meet forthwith and countersign this warrant and notice of election. The Municipal Officers shall provide below for the respective municipal clerks to post or have posted this warrant and notice of election.

**TOWN OF BELGRADE
REGIONAL SCHOOL UNIT BUDGET VALIDATION REFERENDUM
WARRANT AND NOTICE OF ELECTION**

Kennebec County, ss.

State of Maine

TO: Mary Vogel, Municipal Clerk of Belgrade: You are hereby required in the name of the State of Maine to notify the voters of this municipality of the election described in this warrant and notice of election.

TO THE VOTERS OF BELGRADE: You are hereby notified that a Regional School Unit budget validation referendum election will be held at Belgrade Community Center for All Seasons, 1 Center Drive Route 27 in the Town of Belgrade on Tuesday, June 8, 2021 for the purpose of determining the following articles:

Article 1A: To elect a moderator to preside at said meeting.

Article 1: Do you favor approving the Regional School Unit No. 18 budget for the upcoming school year that was adopted at the latest Regional School Unit budget meeting?

The voting on Article 1 shall be by secret ballot referendum. The polls will be opened immediately after election of the moderator following commencement of the meeting at 8:00 a.m. and closed at 8:00 p.m.

The Registrar of Voters shall hold office hours while the polls are open to correct any error in or change a name or address on the voting list; to accept the registration of any person eligible to vote and to accept new enrollments.

A person who is not registered as a voter may not vote in any election.

Dated as of this May 5, 2021.

[Signature]
Christine B. Marden
[Signature]
[Signature]

Saura Gray
Michael Gray
[Signature]
David Moore Carter
[Signature]

A majority of the School Board of Regional School Unit No. 18

A true copy of the Warrant and Notice of Election, attest:

Megan Bacon
Megan Bacon
Resident of
Regional School Unit No. 18

Countersigned this _____ day of _____, 2021 at Belgrade, Maine.

A majority of the Municipal Officers of Belgrade, Maine

A true copy of the Warrant and Notice of Election, attest:

Mary Vogel, Municipal Clerk
Belgrade, Maine

RETURN

Kennebec County, ss.

State of Maine

TO: The School Board of Regional School Unit No. 18

May 6, 2021

Pursuant to the within warrant and notice of election, directed to me, I have served in hand upon the municipal clerk of Belgrade, an attested copy of this warrant and notice of election, directing the Municipal Officers of said municipality to call a Regional School Unit No. 18 budget validation referendum at said time and place and for the purposes therein stated.

Megan Bacon

Megan Bacon
Resident of
Regional School Unit No. 18

RETURN

Kennebec County, ss.

State of Maine

TO: The Municipal Officers of the Town of Belgrade

I certify that I have notified the voters of the Town of Belgrade of the time and place of the Regional School Unit No. 18 budget validation referendum by posting an attested copy of the within warrant and notice of election as follows:

<u>DATE</u>	<u>TIME</u>	<u>LOCATION OF POSTING</u>
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____

being public and conspicuous places in said municipality and being at least seven days next prior to election day.

Dated at Belgrade, Maine: _____, 2021

Mary Vogel, Municipal Clerk
Belgrade, Maine

Memo

To: Board of Selectpersons
From: Anthony Wilson, Town Manager
Date: May 18, 2021
Re: Friends of the Belgrade Lakes Village agreement

The Selectboard approved the attached agreement, related to village improvements, with the Friends of the Belgrade Lakes Village in 2016. Because the installation of pedestrian lighting unexpectedly allowed the Town to decommission six streetlights on Main Street, lowering the Town's electric costs and negating the need to replace those lights with LED heads, the Friends would like to revisit the agreement.

In short, the group wants to transfer the monthly electric costs of the sidewalk lighting system to the Town. Additionally, the Friends want to clarify the \$10,000 they gave to the Town pursuant to condition No. 4 in the agreement was never intended to include snow removal as part of "maintenance."

Representatives from the Friends of the Belgrade Lakes Village will be present to discuss how they can move forward with crafting an amendment for the consideration of the Board and, ultimately, the voters.

**AGREEMENT BETWEEN
THE TOWN OF BELGRADE
AND
FRIENDS OF BELGRADE LAKES VILLAGE**

This Agreement is entered into between the Town of Belgrade (hereafter the "Town"), a municipal corporation located in the County of Kennebec, and the Friends of Belgrade Lakes Village, a non-profit corporation established under Section 501(c)(3) of the Internal Revenue Code (hereafter the "Friends"), regarding the planning, development, design, construction, maintenance, and cost sharing for a project to make improvements to RT # 27 through the Belgrade Village District (hereafter the "Project").

WHEREAS, the Town's Board of Selectmen has, by Resolution, requested that the Maine Department of Transportation (MDOT) give high priority to the reconstruction of Route 27 in the Belgrade Village District and to make the reconstruction project part of MDOT's Capital Work Plan; and

WHEREAS, the Resolution includes a commitment by the Board of Selectmen to request the residents of Belgrade to raise matching funds in the estimated amounts of Ten Thousand Two Hundred Dollars (\$10,200) for 500 linear feet of new sidewalks, with granite curbing, located between St. Helena Catholic Church and the Union Church and Forty Five Thousand Dollars (\$45,000) to increase the road width.

WHEREAS, the Friends have requested that the Project be amended to include upgrades to the sidewalk material from asphalt to brick and to add a sidewalk lighting system; and

WHEREAS, the Friends have agreed to pay for all costs associated with the installation, repair, operation and maintenance of the brick sidewalk and sidewalk lighting system; and

WHEREAS, the Town has agreed to accept the funds from the Friends for the Project upgrades and to amend its request to MDOT to include the upgrades and associated funding;

NOW, THEREFORE, in consideration of the mutual covenants and conditions contained herein and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Town and the Friends, intending to be legally bound hereby, do hereby agree as follows:

1. The Town shall amend its request to MDOT regarding the reconstruction of Route 27 to include the two Project upgrades requested by the Friends. Said upgrades include the following:
 - a. Change the sidewalk materials from asphalt to brick for the entire 1,536 ln. ft. of sidewalks in the Project (the "Brick Sidewalks").
 - b. Add a sidewalk lighting system in addition to the CMP pole lights, along all sidewalks within the Project (the "Sidewalk Lighting System").

2. The Friends shall pay to the Town the full amount of the cost of the Sidewalk Lighting System and the Brick Sidewalks as determined by MDOT and estimated to be Four Hundred Ninety-Five Thousand Eight Hundred Seventy Three Dollars (\$495,873.00) no later than a certain date to be determined by the Town, such date to be prior to the MDOT deadline for ordering the materials for the Project.
3. The Friends agree to pay for all installation, operation, maintenance and repair of the Brick Sidewalks and the Sidewalk Lighting System, including but not limited to the electric utility costs for the Sidewalk Lighting System.
4. The Friends shall establish a capital trust fund in an amount to be determined by the Town Board of Selectmen to cover the costs of ongoing repair, operation and maintenance of the Brick Sidewalks and Sidewalk Lighting System.
5. Installation of the Brick Sidewalks and Sidewalk Lighting System shall be performed in accordance with the agreement between the Town and MDOT.
6. Operation, maintenance, and repair of the Brick Sidewalks and the Sidewalk Lighting System shall be performed by the Town, subject to the availability of funds in the Friends' capital trust fund.
7. In the event that the Friends' capital trust fund does not contain sufficient funds to operate, maintain or repair the Brick Sidewalks and the Sidewalk Lighting System and the Friends otherwise do not provide sufficient funds to the Town for said operation, maintenance or repair, as determined necessary by the Town, the Town may elect to discontinue maintenance of the Brick Sidewalks by changing the material to asphalt and may elect to discontinue the operation and maintenance of the Sidewalk Lighting System, including but not limited to removal of the lighting fixtures.

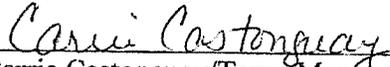
IN WITNESS WHEREOF, the parties hereto have caused this instrument to be executed by their duly authorized representatives as of April 26, 2016.

FRIENDS OF BELGRADE LAKES VILLAGE


By: (print name)
Diane D Olivier


Witness

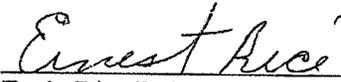
TOWN OF BELGRADE

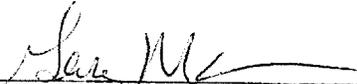

Carrie Castonguay/Town Manager/Witness to All


Michael Barrett/Chairman


Rick Damren/Vice Chair

Cheryl Cook/Selectmen


Ernie Rice/Selectman


Gary Mahler/Selectmen

Warrant 56

Jrnl	Check	Month	Invoice Description	Reference	Amount	Encumbrance
Description			Account	Proj		
00050 A. E. HODSDON CONSULTING ENGINEERS						
0247	21226	05	WIGNS MILL DAM REPAIR	2381		
WIGNS MILL DAM REPAIR			E 96-01-99-99		330.00	0.00
			DAMS / DAMS - EXPENSE / EXPENSE			
			Vendor Total-		330.00	
00289 AUGUSTA FUEL CORP.						
0247	21227	05	MAINT GARAGE HEATING	5897260		
MAINT GARAGE HEATING			E 13-14-20-05		63.35	0.00
			FACILITIES / TOWN OFFICE - SERVICES / HEATING			
			Invoice Total-		63.35	
0247	21227	05	CFAS PROPANE	5896439		
CFAS PROPANE			E 13-02-20-05		81.94	0.00
			FACILITIES / CFAS - SERVICES / HEATING			
			Invoice Total-		81.94	
0247	21227	05	EMERGENCY FUEL FUND	5897374		
EMERGENCY FUEL FUND			E 21-02-99-99		282.80	0.00
			GEN'L ASSIST / EMRGNCY FUEL - EXPENSE / EXPENSE			
			Invoice Total-		282.80	
			Vendor Total-		428.09	
00238 BAKER & TAYLOR BOOKS # 510486						
0247	21228	05	BOOKS AND PERIODICALS	5016852245		
BOOKS AND PERIODICALS			E 30-01-30-09		44.99	0.00
			LIBRARY / LIBRARY - SUPPLIES / BOOKS			
			Vendor Total-		44.99	
00271 BERNSTEIN, SHUR, SAWYER & NELSON						
0247	21229	05	JONES APPEAL	3664756		
JONES APPEAL			E 01-10-15-02		2,951.50	0.00
			GEN'L GOV. / ADMIN - PROFESSIONAL / LEGAL			
			Invoice Total-		2,951.50	
0247	21229	05	GENERAL LEGAL SERVICES	3664757		
GENERAL LEGAL SERVICES			E 01-10-15-02		1,021.00	0.00
			GEN'L GOV. / ADMIN - PROFESSIONAL / LEGAL			
			Invoice Total-		1,021.00	
			Vendor Total-		3,972.50	
00263 BOB THE PLUMBER, INC.						
0247	21230	05	LEAKING PUMP TANK LAKESFD	4792		
LEAKING PUMP TANK LAKESFD			E 13-06-35-06		538.92	0.00
			FACILITIES / FD:LAKES - REPAIRS / PLUMBING			
			Vendor Total-		538.92	
00386 BOUNDTREE MEDICAL						
0247	21231	05	SUCTION CANISTER, PADS	84013123		
SUCTION CANISTER, PADS			E 05-05-30-07		131.80	0.00
			PUBLIC SAFTY / FD/ RSC DEPT - SUPPLIES / EMS			
			Vendor Total-		131.80	
00376 CARDMEMBER SERVICES						
0247	21234	05	GA EMERGENCY HOUSING	5555, 9921		
GA EMERGENCY HOUSING			E 21-01-99-99		770.00	0.00
			GEN'L ASSIST / GEN'L ASSIST - EXPENSE / EXPENSE			
			Invoice Total-		770.00	
0247	21234	05	TS WATER	2708		
TS WATER			E 15-05-30-04		14.97	0.00
			SOLID WASTE / WASTE - SUPPLIES / OPERATING			

Warrant 56

Jrnl	Check	Month	Invoice Description	Reference	Amount	Encumbrance
Description	Account	Proj				
			Invoice Total-		14.97	
0247	21234	05	TS GLOVES	8317		
TS GLOVES	E 15-05-30-04				21.94	0.00
	SOLID WASTE / WASTE - SUPPLIES / OPERATING					
			Invoice Total-		21.94	
0247	21234	05	WASP SPRAY	0555		
WASP SPRAY	E 15-05-30-04				17.76	0.00
	SOLID WASTE / WASTE - SUPPLIES / OPERATING					
			Invoice Total-		17.76	
0247	21234	05	POSTAGE	7567		
POSTAGE	E 01-10-30-01				7.95	0.00
	GEN'L GOV. / ADMIN - SUPPLIES / POSTAGE					
			Invoice Total-		7.95	
0247	21234	05	POSTAGE	3069		
POSTAGE	E 01-10-30-01				135.15	0.00
	GEN'L GOV. / ADMIN - SUPPLIES / POSTAGE					
			Invoice Total-		135.15	
0247	21234	05	BACKGROUND CHECK	6270		
BACKGROUND CHECK	E 01-10-20-07				31.00	0.00
	GEN'L GOV. / ADMIN - SERVICES / CONTRACTED					
			Invoice Total-		31.00	
0247	21234	05	POSTAGE	5778		
POSTAGE	E 01-10-30-01				13.20	0.00
	GEN'L GOV. / ADMIN - SUPPLIES / POSTAGE					
			Invoice Total-		13.20	
0247	21234	05	ADOBE SUBSCRIPTION	8494, 3551		
ADOBE SUBSCRIPTION	E 01-10-20-07				31.62	0.00
	GEN'L GOV. / ADMIN - SERVICES / CONTRACTED					
			Invoice Total-		31.62	
0247	21234	05	POSTAGE	6558		
POSTAGE	E 01-10-30-01				7.95	0.00
	GEN'L GOV. / ADMIN - SUPPLIES / POSTAGE					
			Invoice Total-		7.95	
0247	21234	05	JUNGLE GYM NBCC	2231		
JUNGLE GYM NBCC	E 13-03-35-08				912.78	0.00
	FACILITIES / NBCC - REPAIRS / BUILDING					
			Invoice Total-		912.78	
0247	21234	05	3 RING BINDERS	7507		
3 RING BINDERS	E 01-10-30-03				33.03	0.00
	GEN'L GOV. / ADMIN - SUPPLIES / OFFICE					
			Invoice Total-		33.03	
0247	21234	05	HANGING FILE FOLDERS	4535		
HANGING FILE FOLDERS	E 01-10-30-03				87.90	0.00
	GEN'L GOV. / ADMIN - SUPPLIES / OFFICE					
			Invoice Total-		87.90	
0247	21234	05	GRASS SEED FOR PARK	9652		
GRASS SEED FOR PARK	E 13-10-30-04				42.98	0.00
	FACILITIES / PARKS - SUPPLIES / OPERATING					
			Invoice Total-		42.98	
0247	21234	05	PLAYGROUND EQUIPMENT NBCC	4321		
PLAYGROUND EQUIPMENT NBCC	E 13-03-35-08				123.00	0.00
	FACILITIES / NBCC - REPAIRS / BUILDING					
			Invoice Total-		123.00	
0247	21234	05	COVID CLOTHING	1667		

Warrant 56

Jrnl	Check	Month	Invoice Description	Reference	Amount	Encumbrance
Description			Account	Proj		
COVID CLOTHING			E 13-01-30-08		47.39	0.00
			FACILITIES / GENERAL - SUPPLIES / CLOTHING			
			Invoice Total-		47.39	
0247	21234	05	LIBRARY POSTAGE	4282		
LIBRARY POSTAGE			E 30-01-30-01		2.89	0.00
			LIBRARY / LIBRARY - SUPPLIES / POSTAGE			
			Invoice Total-		2.89	
0247	21234	05	DISPOSABLE MASKS	9089		
DISPOSABLE MASKS			E 30-01-30-04		31.61	0.00
			LIBRARY / LIBRARY - SUPPLIES / OPERATING			
			Invoice Total-		31.61	
0247	21234	05	LABELS	4985		
LABELS			E 30-01-30-03		81.22	0.00
			LIBRARY / LIBRARY - SUPPLIES / OFFICE			
			Invoice Total-		81.22	
0247	21234	05	EYEWEARCOVID, BATTERIES	6944		
EYEWEAR, BATTERIES			E 05-05-30-04		121.65	0.00
			PUBLIC SAFTY / FD/ RSC DEPT - SUPPLIES / OPERATING			
			Invoice Total-		121.65	
0247	21234	05	MCAFEE COMPUTER SECURITY	6642		
MCAFEE COMPUTER SECURITY			E 05-05-30-03		119.99	0.00
			PUBLIC SAFTY / FD/ RSC DEPT - SUPPLIES / OFFICE			
			Invoice Total-		119.99	
0247	21234	05	DONUTS AND CREAMER	0031		
DONUTS AND CREAMER			E 25-30-30-05		15.82	0.00
			RECREATION / REC PROGRAMS - SUPPLIES / FOOD/WATER			
			Invoice Total-		15.82	
0247	21234	05	POSTAGE	0400		
POSTAGE			E 25-30-30-01		11.00	0.00
			RECREATION / REC PROGRAMS - SUPPLIES / POSTAGE			
			Invoice Total-		11.00	
0247	21234	05	ASSORTMENT OF SNACKS	6045		
ASSORTMENT OF SNACKS			E 25-30-30-05		121.20	0.00
			RECREATION / REC PROGRAMS - SUPPLIES / FOOD/WATER			
			Invoice Total-		121.20	
0247	21234	05	VILLAGE GREEN SIGNS	2096		
VILLAGE GREEN SIGNS			E 25-30-31-06		224.41	0.00
			RECREATION / REC PROGRAMS - SPECIAL / ARTISAN			
			Invoice Total-		224.41	
0247	21234	05	BATTERIES	0206		
BATTERIES			E 05-05-30-04		9.24	0.00
			PUBLIC SAFTY / FD/ RSC DEPT - SUPPLIES / OPERATING			
			Invoice Total-		9.24	
			Vendor Total-		3,037.65	
00468 CONSOLIDATED COMMUNICATIONS						
0247	21235	05	TOWN OFFICE FAX LINE	MAY BILL		
TOWN OFFICE FAX LINE			E 01-10-20-01		47.05	0.00
			GEN'L GOV. / ADMIN - SERVICES / COMMUNICATIO			
			Invoice Total-		47.05	
0247	21235	05	LAKES FD FAX LINE	MAY BILL		
LAKES FD FAX LINE			E 05-05-20-01		50.38	0.00
			PUBLIC SAFTY / FD/ RSC DEPT - SERVICES / COMMUNICATIO			
			Invoice Total-		50.38	
			Vendor Total-		97.43	

Warrant 56

Jrnl	Check	Month	Invoice Description	Reference	Amount	Encumbrance
Description			Account	Proj		
00641 EATON PEABODY						
0247	21236	05	BRIGHTSIDE MARINE	580003		
BRIGHTSIDE MARINE			E 01-10-15-02		4,556.00	0.00
			GEN'L GOV. / ADMIN - PROFESSIONAL / LEGAL			
			Invoice Total-		4,556.00	
0247	21236	05	BRIGHTSIDE APPEAL	580004		
BRIGHTSIDE APPEAL			E 01-10-15-02		782.00	0.00
			GEN'L GOV. / ADMIN - PROFESSIONAL / LEGAL			
			Invoice Total-		782.00	
			Vendor Total-		5,338.00	
00139 FIRE TECH & SAFETY						
0247	21237	05	FLOW TESTING	194659		
PPE EQUIPMENT TESTS			E 05-05-15-10		1,050.00	0.00
			PUBLIC SAFTY / FD/ RSC DEPT - PROFESSIONAL / FLOW TESTING			
			Vendor Total-		1,050.00	
00008 FULLER, GARY R.						
0247	21238	05	MILEAGE REIMBURSEMENT 99	4/27-5/1/21		
MILEAGE REIMBURSEMENT 99			E 01-20-20-02		43.56	0.00
			GEN'L GOV. / CODE ENFORCE - SERVICES / TRANSPORTATI			
			Invoice Total-		43.56	
0247	21238	05	MILEAGE REIMBURSEMENT 92	5/3-5/7/21		
MILEAGE REIMBURSEMENT 92			E 01-20-20-02		40.48	0.00
			GEN'L GOV. / CODE ENFORCE - SERVICES / TRANSPORTATI			
			Invoice Total-		40.48	
			Vendor Total-		84.04	
00145 GAGNE & SON						
0247	21239	05	PLAN 5 MATERIAL	379872		
PLAN 5 MATERIAL			E 97-01-99-99		754.14	0.00
			PLAN 5 / PLAN 5 - EXPENSE / EXPENSE			
			Vendor Total-		754.14	
00288 GALE/CENGAGE LEARNING						
0247	21240	05	BOOKS AND PERIODICALS	74119327		
BOOKS AND PERIODICALS			E 30-01-30-09		24.69	0.00
			LIBRARY / LIBRARY - SUPPLIES / BOOKS			
			Invoice Total-		24.69	
0247	21240	05	BOOKS AND PERIODICALS	74174477		
BOOKS AND PERIODICALS			E 30-01-30-09		24.69	0.00
			LIBRARY / LIBRARY - SUPPLIES / BOOKS			
			Invoice Total-		24.69	
			Vendor Total-		49.38	
00009 HAMMOND LUMBER COMPANY						
0247	21241	05	PARTS FOR DUMP BODY	25343555		
PARTS FOR DUMP BODY			E 13-01-35-03		11.20	0.00
			FACILITIES / GENERAL - REPAIRS / FM ONE-TON			
			Invoice Total-		11.20	
0247	21241	05	PLYWOOD FOR GRAVE OPENING	4316647		
PLYWOOD FOR GRAVE OPENING			E 12-01-40-04		125.10	0.00
			CEMETERY / CEMETERY - PURCHASES / EQUIPMENT			
			Invoice Total-		125.10	
0247	21241	05	MOWER DECK PARTS	4338100		
MOWER DECK PARTS			E 12-01-35-01		21.09	0.00
			CEMETERY / CEMETERY - REPAIRS / EQUIPMENT			

Warrant 56

Jrnl	Check	Month	Invoice Description	Reference	Amount	Encumbrance
Description			Account	Proj		
Invoice Total-					21.09	
0247	21241	05	SHELL FOR BUILDING	4362572		
SHELL FOR BUILDING			E 13-14-35-08		219.86	0.00
			FACILITIES / TOWN OFFICE - REPAIRS / BUILDING			
Invoice Total-					219.86	
Vendor Total-					377.25	
00267 IRVING OIL CORPORATION						
0247	21242	05	FD FUEL	33898255		
FD FUEL			E 05-05-30-02		39.51	0.00
			PUBLIC SAFTY / FD/ RSC DEPT - SUPPLIES / FUEL			
Invoice Total-					39.51	
0247	21242	05	ONE TON FUEL	33944755		
ONE TON FUEL			E 12-01-30-02		197.11	0.00
			CEMETERY / CEMETERY - SUPPLIES / FUEL			
Invoice Total-					197.11	
0247	21242	05	FACILITY/CEMETERY FUEL	33944757		
CEMETERY FUEL			E 12-01-30-02		35.64	0.00
			CEMETERY / CEMETERY - SUPPLIES / FUEL			
FACILITY			E 13-01-30-02		224.21	0.00
			FACILITIES / GENERAL - SUPPLIES / FUEL			
Invoice Total-					259.85	
0247	21242	05	FD FUEL	33944753		
FD FUEL			E 05-05-30-02		98.39	0.00
			PUBLIC SAFTY / FD/ RSC DEPT - SUPPLIES / FUEL			
Invoice Total-					98.39	
Vendor Total-					594.86	
00638 LEAF						
0247	21243	05	COPIER CONTRACT	11836732		
COPIER CONTRACT			E 01-10-20-14		127.04	0.00
			GEN'L GOV. / ADMIN - SERVICES / COPIER			
Vendor Total-					127.04	
00250 LEIGHTON SIGNWORKS						
0247	21244	05	DEER CROSS&REFLECT TRIM	9167		
DEER CROSS&REFLECT TRIM			E 10-01-30-04		446.00	0.00
			PUBLIC WORKS / ROADS-GM - SUPPLIES / OPERATING			
Vendor Total-					446.00	
00170 MAINE INFONET COLLABORATIVE						
0247	21245	05	ANNUAL SUBSCRIPTION	2021201		
ANNUAL SUBSCRIPTION			E 30-01-46-05		350.00	0.00
			LIBRARY / LIBRARY - LICENSES / LIBRARY			
Vendor Total-					350.00	
00002 MAINE MUNICIPAL ASSOCIATION						
0247	21246	05	PLANNING BOARD MANUAL	10000406013		
PLANNING BOARD MANUAL			E 01-25-13-01		80.00	0.00
			GEN'L GOV. / PLANNING BRD - EDUCATION / EDUCATION			
Invoice Total-					80.00	
0247	21247	05	UNEMPLOYMENT PREMIUM	13285		
UNEMPLOYMENT PREMIUM			E 23-20-99-99		1,708.16	0.00
			INSURANCE / UNEMPLOYMENT - EXPENSE / EXPENSE			
Invoice Total-					1,708.16	
Vendor Total-					1,788.16	
00582 MAINE TECHNOLOGY GROUP						
0247	21248	05	IT SUPPORT	26362		

Warrant 56

Jrnl	Check	Month	Invoice Description	Reference	Amount	Encumbrance
Description			Account	Proj		
IT SUPPORT			E 01-10-15-03		1,059.75	0.00
			GEN'L GOV. / ADMIN - PROFESSIONAL / IT SUPPORT			
			Invoice Total-		1,059.75	
0247	21248	05	APRIL SUPPORT	26431		
APRIL SUPPORT			E 01-10-15-03		35.00	0.00
			GEN'L GOV. / ADMIN - PROFESSIONAL / IT SUPPORT			
			Invoice Total-		35.00	
			Vendor Total-		1,094.75	
00057 MAINEGENERAL MEDICAL CENTER						
0247	21249	05	PHARMACY CHARGES	CI0001111		
PHARMACY CHARGES			E 05-05-30-07		20.28	0.00
			PUBLIC SAFTY / FD/ RSC DEPT - SUPPLIES / EMS			
			Vendor Total-		20.28	
00182 PIKE INDUSTRIES, INC.						
0247	21250	05	COLD PATCH	1120962		
COLD PATCH			E 10-01-30-04		213.90	0.00
			PUBLIC WORKS / ROADS-GM - SUPPLIES / OPERATING			
			Vendor Total-		213.90	
00676 PINE TREE WASTE						
0247	21251	05	PARKS AND FD TOILETS	1035188		
LONG POND BEACH			E 13-10-20-06		75.00	0.00
			FACILITIES / PARKS - SERVICES / RENTALS			
PENNINSULA PARK			E 13-10-20-06		75.00	0.00
			FACILITIES / PARKS - SERVICES / RENTALS			
DEPOT FD			E 13-07-20-06		75.00	0.00
			FACILITIES / FD:DEPOT - SERVICES / RENTALS			
NBFD			E 13-08-20-06		75.00	0.00
			FACILITIES / FD:NB - SERVICES / RENTALS			
			Invoice Total-		300.00	
0247	21251	05	CEMETERY, FACILITY, GREEN	1035189		
CEMETERY			E 12-01-20-06		75.00	0.00
			CEMETERY / CEMETERY - SERVICES / RENTALS			
MAINT GARAGE			E 13-04-20-06		75.00	0.00
			FACILITIES / GARAGE - SERVICES / RENTALS			
BALLFIELD			E 13-10-20-06		75.00	0.00
			FACILITIES / PARKS - SERVICES / RENTALS			
VILLAGE GREEN			E 13-10-20-06		100.00	0.00
			FACILITIES / PARKS - SERVICES / RENTALS			
			Invoice Total-		325.00	
			Vendor Total-		625.00	
00003 REGISTRY OF DEEDS						
0247	21252	05	2 LIEN DISCHARGES			
2 LIEN DISCHARGES			E 01-10-47-01		38.00	0.00
			GEN'L GOV. / ADMIN - FEES / DISCHARGE			
			Vendor Total-		38.00	
00385 RJD APPRAISAL						
0247	21253	05	MAY APPRAISAL SERVICES	05/01/2021		
MAY APPRAISAL SERVICES			E 01-10-15-04		2,166.66	0.00
			GEN'L GOV. / ADMIN - PROFESSIONAL / ASSESSING			
			Vendor Total-		2,166.66	
00612 SPECTRUM ENTERPRISE						
0247	21254	05	TOWN OFFICE INTERNET	084051401050121		
TOWN OFFICE INTERNET			E 01-10-20-01		133.87	0.00
			GEN'L GOV. / ADMIN - SERVICES / COMMUNICATIO			

Warrant 56

Jrnl	Check	Month	Invoice Description	Reference	Amount	Encumbrance
Description			Account	Proj		
				Vendor Total-	133.87	
00424 STEVENS, JASON						
0247	21255	05	CULVERT KNOWLES RD	05/09/2021		
1 TON 8HRS			E 10-01-20-06		486.48	0.00
			PUBLIC WORKS / ROADS-GM - SERVICES / RENTALS			
EXCAVATOR 5HRS			E 10-01-20-06		560.65	0.00
			PUBLIC WORKS / ROADS-GM - SERVICES / RENTALS			
DUMPTRUCK 5HRS			E 10-01-20-06		433.75	0.00
			PUBLIC WORKS / ROADS-GM - SERVICES / RENTALS			
				Invoice Total-	1,480.88	
0247	21255	05	PLUGGED CULVERT KNOWLES	5/2/2021		
1 TON 4HRS			E 10-01-20-06		243.24	0.00
			PUBLIC WORKS / ROADS-GM - SERVICES / RENTALS			
				Invoice Total-	243.24	
0247	21255	05	SHOULDER REPAIR WEST RD	04/25/2021		
1 TON 7.5HRS			E 10-01-20-06		456.07	0.00
			PUBLIC WORKS / ROADS-GM - SERVICES / RENTALS			
SKID STEER 7.5HRS			E 10-01-20-06		418.42	0.00
			PUBLIC WORKS / ROADS-GM - SERVICES / RENTALS			
				Invoice Total-	874.49	
				Vendor Total-	2,598.61	
00048 TREASURER, STATE OF MAINE						
0247	21256	05	PLUMBING PERMITS			
PLUMBING PERMITS			G 1-211-00		240.00	0.00
			GEN'L FUND / PLUMB. PERM.			
				Vendor Total-	240.00	
00667 TRI POND VARIETY						
0247	21257	05	FD FUEL	114220119		
FD FUEL			E 05-05-30-02		31.05	0.00
			PUBLIC SAFTY / FD/ RSC DEPT - SUPPLIES / FUEL			
				Invoice Total-	31.05	
0247	21257	05	FD FUEL	114290028		
FD FUEL			E 05-05-30-02		39.09	0.00
			PUBLIC SAFTY / FD/ RSC DEPT - SUPPLIES / FUEL			
				Invoice Total-	39.09	
				Vendor Total-	70.14	
00515 TRISTATE FLAG						
0247	21258	05	TOWN 4X6 US FLAGS	110515		
TOWN 4X6 US FLAGS			E 13-10-30-04		141.34	0.00
			FACILITIES / PARKS - SUPPLIES / OPERATING			
TOWN 4X6 US FLAGS			E 13-02-35-08		141.34	0.00
			FACILITIES / CFAS - REPAIRS / BUILDING			
TOWN 4X6 US FLAGS			E 13-03-35-08		141.34	0.00
			FACILITIES / NBCC - REPAIRS / BUILDING			
TOWN 4X6 US FLAGS			E 13-14-35-08		141.33	0.00
			FACILITIES / TOWN OFFICE - REPAIRS / BUILDING			
				Invoice Total-	565.35	
0247	21258	05	CEMETERY FLAGS	110486		
CEMETERY FLAGS			E 12-01-53-02		1,159.40	0.00
			CEMETERY / CEMETERY - MEMORIAL DAY / FLAGS			
				Invoice Total-	1,159.40	
				Vendor Total-	1,724.75	
00000 TROUBH HEISLER LLC						
0247	21259	05	LEGAL SERVICES	5278		

Warrant 56

Jrnl	Check	Month	Invoice Description	Reference	Amount	Encumbrance
Description			Account	Proj		
LEGAL SERVICES			E 01-10-15-02		2,160.00	0.00
			GEN'L GOV. / ADMIN - PROFESSIONAL / LEGAL			
			Vendor Total-		2,160.00	
00176 UNION FARM EQUIPMENT						
0247	21260	05	ALTERNATOR FOR MOWER	UFE-133738		
ALTERNATOR FOR MOWER			E 12-01-35-01		358.00	0.00
			CEMETERY / CEMETERY - REPAIRS / EQUIPMENT			
			Vendor Total-		358.00	
00265 UNITED STATES CELLULAR						
0247	21261	05	COMMUNICATIONS	0436942402		
FACILITIES			E 13-01-20-01		57.21	0.00
			FACILITIES / GENERAL - SERVICES / COMMUNICATIO			
FIRE RESCUE			E 05-05-20-01		44.22	0.00
			PUBLIC SAFTY / FD/ RSC DEPT - SERVICES / COMMUNICATIO			
FACILITIES			E 13-01-20-01		44.22	0.00
			FACILITIES / GENERAL - SERVICES / COMMUNICATIO			
TRANSFER STATION			E 15-05-20-01		44.22	0.00
			SOLID WASTE / WASTE - SERVICES / COMMUNICATIO			
TOWN MANAGER			E 01-15-20-01		56.21	0.00
			GEN'L GOV. / MANAGER - SERVICES / COMMUNICATIO			
			Vendor Total-		246.08	
00013 WASTE MANAGEMENT OF						
0247	21262	05	TS MIXED SOLID WASTE	2039115-2080-7		
TS MIXED SOLID WASTE			E 15-05-20-13		2,299.97	0.00
			SOLID WASTE / WASTE - SERVICES / DISPOSAL			
			Vendor Total-		2,299.97	
00369 WB MASON CO, INC						
0247	21263	05	LABEL TAPE	219864381		
LABEL TAPE			E 01-10-30-03		59.98	0.00
			GEN'L GOV. / ADMIN - SUPPLIES / OFFICE			
			Invoice Total-		59.98	
0247	21263	05	LABEL TAPE	219675760		
LABEL TAPE			E 01-10-30-03		29.99	0.00
			GEN'L GOV. / ADMIN - SUPPLIES / OFFICE			
			Invoice Total-		29.99	
			Vendor Total-		89.97	
00393 WITMER PUBLIC SAFETY GROUP						
0247	21264	05	LEATHER FRONTS	E2055982		
LEATHER FRONTS			E 05-05-40-04		50.98	0.00
			PUBLIC SAFTY / FD/ RSC DEPT - PURCHASES / EQUIPMENT			
			Vendor Total-		50.98	
00421 YANKEE COMMUNICATIONS						
0247	21265	05	RADIO REPAIR ON 61E	INV21-0488		
SPEAKER INSTALLATION			E 05-05-35-04		640.45	0.00
			PUBLIC SAFTY / FD/ RSC DEPT - REPAIRS / FIRE TRUCKS			
			Vendor Total-		640.45	

A / P Warrant

Warrant 56

Jrnl	Check	Month	Invoice Description	Reference	Amount	Encumbrance
Description			Account	Proj		
					0.00	
					34,311.66	
					0.00	
					34,311.66	

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 _____
- BARBARA ALLEN, SELECTPERSON _____
- M. ANTHONY WILSON, TOWN MANAGER _____

Memo

To: Board of Selectpersons
From: Anthony Wilson, Town Manager
Date: May 4, 2021
Re: Town Manager's report

The attached email from Richard Moore asks if the Town would be interested in **selling an abandoned right-of-way**. He wants the property to increase his acreage enough to build a small second dwelling on his Barnett Way property. Town Clerk Mary Vogel researched the right-of-way's ownership, scouring deeds and town reports dating to 1931. She could find no information on whether the town discontinued the road. Attached is a tax map showing in green the current road sprouting off from the Wings Mills Road; in yellow is the old Location Road, a portion of which Mr. Moore wishes to acquire. The abandoned road still appears on the tax map running behind several homes. Mr. Moore lives on Lot 9. He plans on attending the meeting. If you wish to explore this, the first step would be to seek a title search and appraisal to determine the property's market value. Once we had that, we could engage in negotiations. To ensure those costs don't exceed the property's worth, we might insist the prospective buyer pay all of the Town's costs related to the sale.

The Board asked at its last meeting for an update on earned from **bank interest revenue** and **recreation revenue**. As of last Wednesday, the Town had collected \$4,250 in bank interest. That amounts to 42% of what the Town budgeted through 37% of the fiscal year. The earnings come largely from our two accounts at Androscoggin Bank. One of those accounts represents our general fund; its interest rate is currently 0.3%. We also have an insured cash sweep (ICS) account that earns a slightly higher rate of 0.35%. As we spend down our general fund account, we transfer money into it from our ICS account. We also have a pair of accounts at Skowhegan Savings totaling about \$10,000. The bank's convenient location gives us ready access to cash, should we need it. Those accounts earn interest at a rate of 0.2%.

Each month, we receive a statement from the banks detailing our interest earnings. Those are reflected in our accounting software once Treasurer Nicholas Poole performs the monthly bank reconciliation. Interest earnings will dwindle as we spend down our Androscoggin accounts and will rebound and grow once we start collecting property taxes.

As for Recreation revenues, we have collected \$8,155 year to date, approximately 25% of the \$33,000 budgeted. (We have spent 17% of the

expense budget, year to date.) Revenue will hinge on how many summer campers we have. As of May 12, 34 campers had registered. Recreation Director Lily Schubert anticipates that increasing significantly; she reports fielding lots of phone calls from interested parents and grandparents. Additionally, we will earn about \$2,000 for each of the six monthly craft fairs we're hosting from May through October.

Please see the **Memorial Day program** attached.



Town of Belgrade Memorial Day Ceremony



*Monday, May 31, 2021
Old Town House - Cemetery Road
10:00 a.m.*

**Memorial Day Ceremony
Town of Belgrade**

Parade Belgrade Fire Trucks

Star-Spangled Banner ... Christine Poulson, Dave (Archie) Archibald and Frank Dionne

Raising of Colors to Half-Staff Girl Scout Troop 1236
(A moment of silence)

Welcome Gary M. Mahler, Master of Ceremonies

Invocation Pastor Eleanor, Union Church of Belgrade Lakes United Methodist

GUEST SPEAKER – Major Ian Hepburn

My Country 'Tis of Thee Christine Poulson, Dave Archibald (Archie) & Frank Dionne

**Placement of the Wreath
(Girl Scout Troop 1236)**

Playing of Taps Christine Poulson, Dave (Archie) Archibald & Frank Dionne

Reading of the Veterans Honor Roll Samuel Hudspath, Valerie Hudspath, Kathleen Benson, Anna Sence, Patrick Sence, Tom Nadeau, Jarod McGouldrick, Thomas Nanof, Christina Wilson, and Gary Mahler

Raising of the Flag to Full-Mast Girl Scout Troop 1236

America the Beautiful Christine Poulson, Dave (Archie) Archibald & Frank Dionne

Benediction ... Pastor Eleanor, Union Church of Belgrade Lakes United Methodist

The Town of Belgrade thanks the following people and all those who volunteered as part of the service or in preparation for this Memorial Day observance.

- Belgrade Girl Scout Troop 1236. Leaders: Danielle Bedard & Victoria Alexander, Girl Scouts: Ann Bedard, Jasmine Bedard, Emily Clifford Bickford, Caroline Clifford Bickford, and Macy Cote
- Master of Ceremonies, Gary Mahler
- Guest Speaker, Major Ian Hepburn

- The Belgrade Fire Department

Veteran Readers

- Gary Mahler – Twenty-one years in the U.S. Navy. Five ships, Vietnam, Belgian/Netherlands Mine Warfare School, and recruiting.
- Samuel Hudspath – Lieutenant Colonel Sam Hudspath (retired) served in the U.S. Air Force from March 1985 to September 2006 in the administration and public affairs career fields.
- Valerie Hudspath – Joined the USAF in 1981 as an E1 Airman and 20 years later retired as an O4 Major.
- Kathleen Schaeffern Benson – A graduate of the U.S. Air Force Academy and a Weather Officer, Capt. Kate Schaeffern Benson gave the first weather brief of Desert Storm as part of the Secret Squirrel mission in 1991.
- Anna Sence – Active-duty Army explosive ordnance disposal and recruiting 12 years. Currently a medical services Second Lieutenant in the Army Reserves.
- Patrick Sence – U.S. Army 2003-20 in air defense artillery and recruiting, Afghanistan War Veteran. First Sergeant.
- Tom Nadeau – Staff Sergeant Tom Nadeau serves with the Maine Army National Guard, 488th Military Police Company, out of Waterville.
- Jared McGlaughlin – Master Sergeant Jared McGouldrick joined the Coast Guard in 2000. He has served at Station Sturgeon Bay, Wisconsin, and at Sector Northern New England in Portland for 11 years before moving to the NH Air National Guard, where he has served since 2011.
- Thomas Nanof – Retired, First Sergeant, Infantry. Served 22 years with the Mass. Army National Guard, retired as First Sergeant of B Company, 1-181-IN, Gardiner, Mass., and Fort Monmouth, N.J. Deployed B Co. 1-181-IN in support of Global War on Terror, post 9/11, Operation Noble Eagle.
- Christina Wilson - In ROTC 4 years, active-duty for 2.5 years as a financial analyst in foreign military sales and test analyst, and in the inactive reserves for 6 years after her active-duty stint. Achieved the rank of Captain.
- Cemetery Sexton Chris Dutil, Cemetery crew and the Cemetery Committee
- Pastor Eleanor, Union Church of Belgrade Lakes
- Jason Carey, Sound System

A special thank you to Sexton Chris Dutil, Bruce Galouch, Wesley Day and Robert Lewis for posting the flags on the graves of veterans, and all those who assisted in planting the geraniums on the graves.

Major Ian Hepburn



Major Ian Hepburn has served in the Armed Forces for 25 years, six in the U.S. Navy as a submarine nuclear technician, and 19 years in the Army National Guard in New Hampshire, Vermont and Maine. He has spent the last eight years of his Army career in the Maine Army National Guard, and deployed to Poland in 2019. He currently works full-time as the Executive Officer (XO) for the 521st Troop Command Battalion. His duties include supervision and direction of multiple Army aviation units, an infantry company and the Army band. He earned a bachelor of science degree in biochemistry from the University of New Hampshire, as well as a master's degree in emergency management and homeland security from Arizona State University. Major Hepburn lives in Belgrade with his wife and two children.

Thank you for attending the Belgrade Memorial Service

NOTE: If we did not include your loved one's name on the Veterans Honor Roll, please accept our apologies, and please call the Town Office so we can update our records. If you paid for flowers in perpetuity for your memorial monument and/or burial lot in Belgrade, and flowers were not planted, we apologize and request you please contact the Town Office at 207-495-2258.

Following the ceremony, please join us at the Village Green for the opening of a time capsule buried within the Veterans Memorial at 47 Main St. An effort to improve and expand the monument to add the names of more Belgrade veterans will be announced.