

**Town of Belgrade
Board of Selectpersons**

**May 17, 2022 / 6:30 p.m.
Belgrade Town Office
990 Augusta Road**

**This meeting will be conducted in person.
The public may also view the meeting and participate 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 3, 2022, **Selectboard minutes.**
 - B. Discussion of a **gathering for all Town employees, board and committee members.**
 - C. Discussion and consideration of **harassment and sexual harassment policy.**
- 3. NEW BUSINESS**
 - A. Appointments.
 1. Michial Heino – Cemetery Committee (reappointment).
 - B. Discussion and consideration of awarding the following **contracts:**
 1. **Road-paving.**
 2. **Chip-sealing.**
 3. **Cleaning services**
 - C. Discussion and consideration of **issuing road-paving bond.**
 - D. Consideration of **notice of election** for RSU 18's June 14 referendum.
- 4. WARRANT**
- 5. TOWN MANAGER REPORT**
- 6. EXECUTIVE SESSION: 1 M.R.S.A. §405(6)(A) – Personnel matter**

**Town of Belgrade
Board of Selectpersons**

May 3, 2022 / 6:30 p.m.
Belgrade Town Office
990 Augusta Road

This meeting can be viewed at
<https://youtu.be/VKZ-2MUvaO8>

MINUTES

Selectboard members present: Melanie Jewell, Barbara Allen, Carol Johnson, Rick Damren, Dan Newman.

In-person attendees: Town Manager Anthony Wilson, Gary Mahler, Dan MacGlashing, Terry Warren, MacGregor Stocco.

Remote attendees: Nicholas Alexander, Jack Sutton, Kate Damren, Phil Sprague, Dick Bourne, Tom Dowd, Town Clerk Mary Vogel.

Ms. Jewell called the meeting to order at 6:30 p.m. and led the Pledge of Allegiance. Ms. Allen moved to open the meeting. Mr. Damren seconded. Motion approved 5-0.

1. PUBLIC COMMENT. Ms. Allen noted the McGrath Pond-Salmon Lake Association 2022 newsletter is available for reading.

Gary Mahler reported volunteers are interested in improving the village's veterans memorial by straightening the brick sidewalk, placing ground cover and plants around it, and installing solar lights, all completed with private funds and volunteer labor. Ms. Jewell moved approval of the improvements. Mr. Newman seconded. Motion approved 5-0.

2. OLD BUSINESS

A. Approval of April 19, 2022, **Selectboard minutes**. Ms. Allen moved approval with the changes suggested by Ms. Johnson and Mr. Newman. Ms. Johnson seconded. Motion approved 4-0, with Mr. Newman abstaining because he was not present for most of the meeting.

B. Approval of April 26, 2022, **Selectboard minutes**. Ms. Allen moved approval. Ms. Johnson seconded. Motion approved 5-0.

3. NEW BUSINESS

A. **Appointments.**

1. Dan MacGlashing – Recreation director. Ms. Jewell moved approval. Ms. Allen seconded. Motion approved 5-0.

2. Bob Lewis – Cemetery Committee (reappointment). Mr. Damren moved approval. Ms. Allen seconded. Motion approved 5-0.

- B. Discussion and consideration of **First-Responders Memorial location**. Mr. Stocco said the first-responders memorial group recommends the monument be placed on the front lawn of the Town Office so every resident will have a chance to view and enjoy it. Board members praised it as the perfect location. Ms. Jewell moved approval of the location. Mr. Damren seconded. Motion approved 5-0.
- C. Discussion and consideration of **amending snowplowing contract**. Terry Warren requested the Town, on a monthly basis, reimburse fuel costs when prices exceed \$4 per gallon. Ms. Jewell moved approval of the request. Ms. Johnson seconded. Motion approved 5-0.
- D. Discussion and consideration of **issuing road-paving bond**. Mr. Wilson reported Bernstein Shur needs more time to prepare the bond issuance. He will present that and the paving bids to the Board on May 17. Ms. Allen moved to table the item. Mr. Newman seconded. Motion approved 5-0.
- E. Discussion and consideration of **harassment and sexual harassment policy**. Mr. Dowd raised a concern of including volunteers in the policy, saying he believes a volunteer could be held personally liable if the Town fails to act appropriately on a complaint. Ms. Johnson said she could draw no distinction between a volunteer and a “non-employee guest, customer, invitee, vendor, and supplier,” per the Maine Municipal Association’s suggested policy. The Board asked the town manager to seek the town attorney’s opinion. Ms. Johnson moved to table. Mr. Newman seconded. Motion approved 5-0.
- F. Discussion of **ARPA funding public hearing**. To gather public input and ideas, the Board agreed to host public hearings at 10 a.m. June 14 at the Center for All Seasons, at 6:30 p.m. June 14 at the Town Office, at 6:30 p.m. June 16 at the North Belgrade Community Center, and at 6:30 p.m. July 13 at the Town Office. Those dates will be included in the next newsletter. The Board talked about having an application form for people to provide details of their suggestions. Among the potential priorities listed were the public water system, a fire station, stormwater infrastructure and drainage improvements, testing for mercury in the Center for All Seasons’ gym floor, Wi-Fi hotspots, and meeting technology.
- G. Discussion of a **gathering for all Town employees, board and committee members**. Ms. Jewell suggested the joint gathering to help form connections about those who serve the Town’s government. The Board talked about possibilities. It will return to the next meeting with ideas for the gathering and possible dates.
- H. Discussion and consideration of **advertisement for town manager search**. Ms. Jewell moved approval of the amended advertisement to be posted on the Town’s website, the MMA site, the Town’s Facebook page, Indeed.com, and other state associations’ websites from May 4-31 or until a suitable candidate is found. Ms. Johnson seconded. Motion approved 5-0.

- I. Consideration of supplemental tax warrant for **tree growth removal penalties:**
 1. Supplemental 21-01, tax map 13, lot 23, totaling \$55,156.83. Mr. Damren moved approval. Ms. Jewell seconded. Motion approved 4-0, with Mr. Newman abstaining because his position as a state legislator prohibits him from also serving as an assessor.
 2. Supplemental 21-02, tax map 5, lot 1D, totaling \$4,955.22. Mr. Damren moved approval. Ms. Johnson seconded. Motion approved 4-0, with Mr. Newman abstaining because his position as a state legislator prohibits him from also serving as an assessor.
4. **WARRANT.** Ms. Jewell moved approval of warrant no. 49 for \$721,797.98. Ms. Allen seconded. Motion approved 5-0.
5. **TOWN MANAGER REPORT.** Mr. Wilson reported internet costs at the North Belgrade Community Center would be \$30 higher than initially reported. He suggested paying the costs from the Facilities Maintenance budget. The Board was agreeable to the expense and to his recommendation.

Mr. Wilson suggested the beanhole supper on Aug. 6 would be an opportunity to present Spirit of America honorees with their certificates. He was asked to check with the firefighters association about donating the honorees' meals if they wished not to pay.

The Board agreed to let Mr. Wilson maintain his current town cell number. A new number and device will be issued to the next town manager.
6. **EXECUTIVE SESSION:** 1 M.R.S.A. §405(6)(A) – Personnel matter
The Board exited open session at 8:56 p.m. and entered executive session at 9:03 p.m. The Board exited executive session and re-entered open session at 9:48 p.m. The Board agreed to hire Dennis Keschl as interim town manager from June 1, 2022, to July 31, 2022. The meeting adjourned at 9:50 p.m.

Memo

To: Board of Selectpersons
From: Anthony Wilson, Town Manager
Date: May 17, 2022
Re: Harassment policy

Following the May 3 discussion and the questions raised about a proposed harassment policy, I contacted Bernstein Shur attorney Ann Freeman regarding any potential concerns about including volunteers in the policy. She responded that the policy “can and should apply to all people who come into contact with employees, elected officials, etc. at town hall.” She subsequently sent me a policy that includes volunteers and provides more detail about the complaint process. See attached. (For comparison’s sake, I’ve also included the Maine Municipal Association model policy previously discussed.)

I also asked Ms. Freeman about requiring training. Her response: “The law does not require training of volunteers. Indeed, the law only requires training for employees within the first year of their employment for employers with 15 or more employees. Mandating training for at least your employees once a year is certainly best practice, regardless of the law, so I would continue to do that for your employees. For volunteers, you could certainly make that a part of their training at the commencement of their service and if they are regular volunteers, then perhaps require it each year thereafter if it is cost-effective for the town.

“One thing to keep in mind is that if you include the training in the policy (i.e. employees receive training annually ...), it is imperative that the Town ensure the training is completed. Otherwise, if you ever let the training lapse, that could be problematic evidence in the face of a sexual harassment complaint.”

In a follow-up question, she advised, “Any training is better than no training. So if you have a cost-effective way, then I would absolutely have your volunteers go through training.”

As a reminder, Town employees are trained annually at the Super Sunday training event conducted by the Fire & Rescue Department each March on spring-forward day. Those sessions are videoed for those who cannot attend the session.

**TOWN OF BELGRADE
ANTI HARASSMENT AND DISCRIMINATION POLICY**

Statement of Policy

It is the policy of the Town of Belgrade to prohibit all forms of unlawful discrimination and harassment, including sexual harassment. All employees will receive sexual harassment training once annually. In addition, the Town has adopted this policy to ensure that employees always have access to review the expectations and their rights as it relates to sexual harassment and discrimination in the workplace.

Prohibited Conduct

Any employee who engages in discrimination or harassment based upon race, color, sex, sexual orientation, gender identity, gender expression, physical or mental disability, religion, ancestry, national origin, age, pregnancy status, status as a veteran, status as a whistleblower, or any other status protected by law will be subject to disciplinary action, up to and including termination of employment. Any Town volunteer, vendor or other third party conducting Town business who engages in this conduct may also be subject to adverse action including but not limited to termination of contract or removal of volunteer.

Sexual harassment is one form of discrimination that undermines the integrity of the employment relationship, is degrading, detrimental to productivity, and illegal. Sexual harassment can be defined as the attempt to control, influence or affect the career, salary or job of an individual in exchange for sexual favors or on the basis of sex; or the creation of an intimidating, hostile or offensive working environment based on unsolicited and unwelcome sexual conduct, either verbal or physical, or on the basis of sex. Unwelcome sexual advances, requests for sexual favors, and other verbal or physical conduct of a sexual nature constitute sexual harassment when:

- Submission to such conduct is made either explicitly or implicitly as a term or condition of an individual's employment;
- Submission to or rejection of such conduct by an individual is used as the basis for employment decisions affecting that individual; or
- Such conduct has the purpose or effect of substantially and unreasonably interfering with an individual's work performance or creates an intimidating, hostile or offensive working environment.

The following type of conduct is considered to be sexual harassment and is not permitted:

- Repeated unwanted sexual flirtations, advances or propositions;
- Jokes, profanity, derogatory or demeaning comments about a person or his/her appearance, or vulgar remarks directed at a person or members of a specific group;

- Any offensive physical contact, including physical assault and unwanted touching, hugging, or kissing;
- Displays of degrading, obscene or sexually oriented photographs, posters, cartoons or objects;
- Promising or granting preferential treatment to an employee for submitting to sexual conduct; or
- Subjecting or threatening an employee with unwelcome sexual attention or intentionally making performance of the employee's job more difficult because of his/her sex.

Internal Complaint Procedure

Harassment, discrimination or intimidation of any kind in the workplace, or retaliation for reporting any such behavior, whether committed by employees, supervisors, volunteers, citizens, vendors, or any third parties, is not sanctioned or tolerated. If you have a complaint of discriminatory treatment, harassment, or intimidation based upon race, color, sex, sexual orientation, gender identity, gender expression, physical or mental disability, religion, ancestry, national origin, age, pregnancy status, status as a veteran, status as a whistleblower, or any other status protected by law, or if you become aware of actual or potential discrimination or harassment, you should bring it to the Town's attention immediately.

There are three ways you can make a complaint or report of harassment or discrimination: 1) you may bring it to the attention of your supervisor; 2) you may bypass your supervisor and address your concerns directly to the Town Manager; or 3) you may report harassment directly to Chair of the Select Board. All complaints or reports will be investigated promptly, thoroughly and fairly. Any employee who is determined, after investigation, to have engaged in unlawful discrimination or harassment will be subject to appropriate disciplinary action, up to and including termination.

Protection Against Retaliation for Complaining about Harassment

Under the law, you may not be punished or penalized in any way for reporting, complaining about, or filing a claim concerning unlawful harassment or discrimination, or for cooperating with or testifying in any proceeding brought by anyone else. If you feel that you have been retaliated against for opposing or reporting what you reasonably believe to be unlawful harassment, please follow the same Internal Complaint Procedure set forth above. The Town will not tolerate any act of unlawful retaliation against employees who have reported, complained about, or filed a complaint of unlawful harassment.

Harassment & Sexual Harassment Policy

The municipality of Belgrade is committed to providing its employees with a safe and respectful work environment free from all forms of illegal intimidation and harassment. Illegal harassment and sexual harassment are strictly prohibited. This includes harassment based on race or color, gender, sexual orientation, physical or mental disability, age, ancestry, national origin, religion, veteran's status, genetic predisposition, whistleblower activity, or workers compensation history.

This policy applies to all officials and employees of the municipality of Belgrade, as well as all volunteers, non-employee guests, customers, invitees, vendors, and suppliers.

Definitions:

Sexual Harassment: Sexual harassment is a form of illegal gender discrimination and is prohibited by Title VII of the federal Civil Rights Act and by the Maine Human Rights Act.

Sexual harassment is defined as: unwelcome sexual advances, requests for sexual favors, or other verbal or physical conduct of a sexual nature when:

- (a) submission to such conduct is made, either explicitly or implicitly, a term or condition of an individual's employment,
- (b) submission to or rejection of such conduct by an individual is used as the basis for employment decisions affecting such individual, or
- (c) such conduct has the purpose or effect of substantially interfering with an individual's work performance or creating an intimidating, hostile, or offensive working environment.

Sexual harassment can also include conduct that is not sexual in nature, but is gender related or directed at an individual because of gender. It includes harassment of the same or of the opposite sex.

Examples of sexual harassment include, but are not limited to:

- Offensive sexual flirtations, gestures, leering;
- Verbal or physical abuse of a sexual nature or directed at an individual because of gender;
- Advances or propositions;
- Lewd jokes or nicknames;
- Sexually suggestive sounds, writings, comments or gestures;
- Unwelcome touching or advances, sexual practical jokes or horseplay;

- Display of sexually suggestive, lewd or offensive objects, pictures or materials.

Illegal Harassment: Illegal Harassment is defined as unwelcome conduct or behavior based on race, color, gender, sexual orientation, disability, age, ancestry, national origin, religion, veteran's status, genetic pre-disposition, whistleblower status or workers compensation history when: (1) enduring the conduct becomes a condition of continued employment; (2) submission to or rejection of the conduct is used as the basis for employment decisions affecting the individual; or (3) the conduct has the purpose or effect of substantially interfering with an individual's work performance or creating an intimidating, hostile, or offensive working environment

Examples, include, but are not limited to:

- Physical abuse, such as shoving, punching, tripping, stalking, groping;
- Damage to personal possessions;
- Verbal harassment/abuse, such as threats, innuendoes, foul language;
- Racist comments or derogatory stereotypes;
- Offensive jokes;
- Inappropriate comments, slurs, ridicule or jokes about an employee's accent, disability, age, religion, gender, sexual orientation;
- Inappropriate or offensive nicknames.

Harassment and Sexual Harassment Strictly Prohibited:

The municipality of Belgrade does not tolerate sexual harassment or harassment based on race, color, gender, sexual orientation, disability, age, ancestry, national origin, religion, genetic predisposition, whistleblower status or workers compensation history. Any such conduct is strictly prohibited and will be grounds for disciplinary action.

All employees and officials are expected and required to treat each other professionally and respectfully. Supervisors are responsible to create and maintain a work environment free of harassment and discrimination. Supervisory staff are responsible to actively stop or prevent inappropriate conduct and are required to take immediate and appropriate action whenever becoming aware of conduct in violation of this policy. Corrective action is required regardless of whether a complaint is filed.

Complaint Process:

The municipality of Belgrade will promptly and fully investigate any issues of harassment or discrimination in the workplace. Every complaint will be promptly and thoroughly investigated. All employees and officials are required to cooperate fully in any investigation. If warranted, the municipality may take appropriate disciplinary action against any employee or official found to have engaged in harassment, which may

include disciplinary action and/or measures to prevent a re-occurrence. Confidentiality will be preserved to the fullest extent possible, consistent with Maine law and our need to respect the rights of all employees involved.

Any municipal employee or official who witnesses, becomes aware of, or is the recipient of, harassment or discrimination in violation of this policy is encouraged and expected to report it to his/her supervisor or to the contact persons listed below. Complaints may be filed by contacting your supervisor or by contacting the Town Manager, in person at 990 Augusta Road, at 207-495-2258 or at townmanager@townofbelgrade.com. If the complaint involves the Town Manager, the chair of the Board of Selectpersons should be contacted.

Maine Human Rights Commission:

Any employee or official who believes that he/she has been the subject of illegal discrimination or harassment also has the right to file a complaint with the Maine Human Rights Commission (MHRC). The MHRC is the state agency responsible for enforcing state employment discrimination laws. In most cases, a complaint must be filed with the MHRC within 300 days of the date of the act of illegal discrimination/harassment.

There is no requirement that an employee utilize the municipality's internal complaint process first, nor is it required that any internal process be exhausted before a MHRC complaint is initiated. For more information on how to file a charge with the MHRC, contact the MHRC at 51 State House Station, Augusta, Maine 04333-0051 or by telephone at 624-6290, TTY: Maine Relay 711. Additional information is available on the MHRC website at: www.maine.gov/mhrc/index.shtml

Retaliation Prohibited:

No employee or official shall be retaliated against for reporting suspected discrimination or harassment or for participating in any part of the complaint process.

If you have any questions concerning this policy, please contact the Town Manager, in person at 990 Augusta Road, at 207-495-2258 or at townmanager@townofbelgrade.com.

Adopted by the Board of Selectpersons on this 3rd day of May 2022.

Melanie Jewell, Chair

Barbara Allen, Vice-Chair

Rick Damren

Dan Newman

Carol Johnson

TOWN OF BELGRADE



Board/Committee Appointment & Re-appointment Application

Date: April 28, 2022

Application for Appointment or re-appointment to:

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

Other _____

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

Name Michael C Heino

Address [redacted] Belgrade Lakes Me 04918

Phone # (Home) [redacted] (Work) [redacted] Email: [redacted]

Place of Employment Retired

Education & Experience Graduate of Edward Little H.S. served 4 yrs. At Police served 24 yrs in Maine State Police, own & operated property maintenance business for 18 yrs. Served as Coxton for Town of Belgrade for 2 yrs. Work at a Farmers Home.

Interests and Hobbies TRAVELING, Hunting, Fishing, Skiing, Gardening, Landscaping, Cleaning Home, doing Laundry, Washing Windows and cutting wood. Chair of A panel based on First Responders Memorial Committee

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

To continue to work with Cemetery Committee towards enhancing the beauty of the Cemetery, ensure the ordinance is followed by the public and Coxton. Continue to progressively improve the management of the Cemetery as well as improving staff, issues and shortages.

Name Phil Sprague Phone # [redacted] Name Bruce Galarche Phone # [redacted]

Please Return to: Town Clerk (townclerk@townofbelgrade.com) Town of Belgrade 990 Augusta Road Belgrade, ME 04917

OFFICE USE: (Must be completed and filed with oath of office)

Board Chair contacted: Y N Term to be filed: _____ Term year end: _____

Memo

To: Board of Selectpersons
From: Anthony Wilson, Town Manager
Date: May 17, 2022
Re: Paving and chip-sealing project, bond bid

Attached is the tabulation from the bids received in response to the Request for Proposals for paving and chip-sealing. Also attached are the bids from the low bidders for each project. The Town received five paving bids and one chip-seal bid. Road Commissioner Jason Stevens and I recommend the following:

- The chip-seal contract be awarded to All State for \$112,702.
- The paving contract be awarded to Pike. By striking the proposed paving at the Transfer Station, we can reduce the paving cost to \$728,692. Pike offered the lowest per-unit cost for asphalt at \$85.75 per ton.

Those two figures combined equal \$841,394. Mr. Stevens believes the gravel work he will perform, mostly on Depot Road, will cost no more than \$40,000. That would yield a total cost of \$881,394 and put us \$606 below the \$882,000 voters approved for the project at Town Meeting. The price of liquid asphalt will largely determine if there are any cost overruns. The price has steadily climbed since Jan. 1 and increased from \$702.50 the day the bids were received to \$717.50 on May 9. If there are cost overruns, the Board could tap the road maintenance capital reserve, which has a balance of approximately \$332K. If asphalt prices dip below \$702.50, the cost of the project will decrease, as well. We are hoping to start the project sooner rather than later to mitigate any increases in oil prices; this would also help ensure the project is completed by Aug. 31. (We are more than a month ahead of the 2019 timeline.)

Bernstein Shur will have the results of the bond bid on Friday, May 13. Those will be forwarded to you as soon as they are received. Attached is the bid solicitation Bernstein Shur sent to prospective bidders.

Roadway (paving)	Pike	All State	Maine-ly Pav.	NE Paving	B&B Paving	Spencer
Depot Road	\$256,778.75	\$302,449.35	\$318,778.13	\$329,250.60	\$334,012.02	\$337,577.25
Guptill Road	\$221,311.38	\$219,006.47	\$232,194.70	\$239,619.02	\$238,589.49	\$245,894.33
Old Route 27	\$104,721.25	\$131,210.20	\$139,226.86	\$146,788.00	\$144,143.14	\$154,234.80
Hulin Road	\$35,527.25	\$37,382.40	\$39,100.60	\$40,656.00	\$42,705.74	\$43,939.50
School Street	\$25,621.00	\$27,089.40	\$28,084.35	\$32,998.00	\$31,172.39	\$32,140.25
Red Oaks Lodge Road	\$14,670.50	\$15,434.80	\$16,250.06	\$23,370.00	\$17,633.00	\$18,141.80
Lakeshore Drive	\$60,811.75	\$60,182.00	\$65,575.80	\$67,970.00	\$73,928.30	\$74,696.50
Transfer Station Road	\$63,648.00	\$68,439.20	\$72,075.50	\$80,330.00	\$83,789.52	\$89,098.00
Transfer Station complex	\$46,500.00	\$54,003.40	\$40,350.00	\$52,350.00	\$57,000.00	\$56,250.00
Extra items	\$9,250.00	TBD	\$20,250.00	\$6,775.00	TBD	TBD
Total	\$838,839.88	\$915,197.22	\$971,886.00	\$1,020,106.62	\$1,022,973.60	\$1,051,972.43

Roadway (chip-seal)

Minot Hill Road	\$62,981.28
East-West Lane	\$49,720.40
Total	\$112,701.68

SUBTOTAL

(minus Transer Station)

\$841,393.56

est. gravel costs

\$40,000

GRAND TOTAL

\$881,393.56

Tabulation of Bids

Submit all bids to the Town of Belgrade by 4:30 p.m. Wednesday, May 4, 2022. The responsible, reliable, bid will be based on all items being quoted and total contract bid amount. The Town reserves the right to reject any and all bids.

Project 1

Depot Road	Mix type	Estimated Tons or SY	Cost per Ton or SY	Item \$\$ Total \$\$
2" hot mix asphalt (6,600' x 20')	12.5mm	2,016 tons 1614	\$85.75	\$138,400.50
1" hot mix asphalt (6,600' x 20')	9.5mm	1,008 tons 807	\$85.75	\$69,200.25
Reclaim full width		14,667 SY	\$2.00	\$29,334.00
Shoulder work		484 CY	\$41.00	\$19,844.00
Depot Road Total =				\$256,778.75

Project 2

Guptill Road	Mix type	Estimated Tons or SY	Cost per Ton or SY	Item \$\$ Total \$\$
2" hot mix asphalt (16,368' x 20')	12.5mm	4,000 tons	\$85.75	\$343,000.00
1" hot mix asphalt (16,368' x 20')	9.5mm	2,000 tons	\$85.75	\$171,500.00
Reclaim full width		36,373 SY	\$2.00	\$72,746.00
Shoulder work		910 CY	\$41.00	\$37,310.00
Guptill Road Total =				\$624,556.00

226,311.39

602427
202-592-
8242

Project 3

Old Route 27	Mix type	Estimated Tons or SY	Cost per Ton or SY	Item \$\$ Total \$\$
2" hot mix asphalt (2,693' x 20')	12.5mm	823 tons 658	\$85.75	\$56,423.50
1" hot mix asphalt (2,693' x 20')	9.5mm	495 tons 329	\$85.75	\$28,211.75
Reclaim full width		5,984 SY	\$2.00	\$11,968.00
Shoulder work		198 CY	\$41.00	\$8,118.00
Old Route 27 Total =				\$104,721.25

Project 4

Hulin Road	Mix type	Estimated Tons	Cost per Ton or SY	Item \$\$ Total \$\$
2" hot mix asphalt (1,320' x 15')	12.5mm	242 tons	\$85.75	\$20,751.50
1" hot mix asphalt (1,320' x 15')	9.5mm	121 tons	\$85.75	\$10,375.75
Reclaim full width		2,200 SY	\$2.00	\$4,400.00
Hulin Road Total =				\$35,527.25

Project 5

School Street	Mix type	Estimated Tons	Cost per Ton or SY or CY	Item \$\$ Total \$\$
2" hot mix asphalt (792' x 15')	12.5mm	145 tons	\$85.75	\$12,433.75
1" hot mix asphalt (792' x 15')	9.5mm	123 tons	\$85.75	\$10,547.25
Reclaim full width		1320 SY	\$2.00	\$2640.00
School Street Total =				\$25,621.00

Project 6

Red Oaks Lodge Road	Mix type	Estimated Tons	Cost per Ton or SY	Item \$\$ Total \$\$
2" hot mix asphalt (581' x 14')	12.5mm	100 tons	\$85.75	\$ 8,575.00
1" hot mix asphalt (581' x 14')	9.5mm	50 tons	\$85.75	\$ 4,287.50
Reclaim full width		904 SY	\$2.00	\$ 1,808.00
School Street Total =				\$ 14,670.50

Project 7

Lakeshore Drive	Mix type	Estimated Tons	Cost per Ton or SY	Item \$\$ Total \$\$
2" hot mix asphalt (1,584' x 20')	12.5mm	390 tons	\$85.75	\$ 33,442.50
1" hot mix asphalt (1,584' x 20')	9.5mm	195 tons	\$85.75	\$ 16,721.25
Reclaim full width		3,520 SY	\$2.00	\$ 7,040.00
Shoulder work		88 CY	\$41.00	\$ 3,608.00
Lakeshore Drive Total =				\$ 60,811.75

Project 8

Transfer Station Road	Mix type	Estimated Tons	Cost per Ton or CY	Item \$\$ Total \$\$
2" hot mix asphalt (1,584' x 20')	12.5mm	484 tons 387	100.00	\$ 38,700.00
1" hot mix asphalt (1,584' x 20')	9.5mm	290 tons 194	110.00	\$ 21,340.00
Shoulder work		88 CY	\$41.00	\$ 3,608.00
Transfer Station Rd Total =				\$ 63,648.00

Project 10

Transfer Station Complex	Mix type	Estimated Tons	Cost per Ton	Item \$\$ Total \$\$
2" hot mix asphalt (approx. 2,555 square yards)	12.5mm	300 tons	\$100.00	\$30,000.00
1" hot mix asphalt (approx. 2,555 square yards)	9.5mm	150 tons	\$110.00	\$16,500.00
	Transfer Station Complex Total =			\$46,500.00

Extra items

	Mix type	Estimated Tons or SY	Cost per Ton or SY	Item \$\$ Total \$\$
Driveway grindings		100 SY	\$25.00	\$2,500.00
Hand-placed work	9.5	30 Tons	\$225.00	\$6,750.00
	Extra work total =			\$9,250.00

Pike Industries, Inc.
Company Name

95 Western Ave. Fairfield, ME
Company Address
04937

Gerard Bourassa
Company Representative

GERARDO BOURASSA, ESTIMATOR

8394

ASPHALT PRICE ADJUSTMENT

A fluctuating price will be required for this bid to allow for price adjustments based on the Period Price of asphalt cement using the New England Average Selling Price. The price adjustment will be based on the variance in price for the asphalt cement component only from the Base Price to the Period Price. Posted "Base Price" for this bid will be

\$ 702.50 per ton of asphalt cement. For work completed outside of the completion dates set forth in each Bid Specification, the Town will evaluate the Period Price on the completion date and the Period Price when the work is actually completed. Payment will be made based on the lower of the two amounts.

"Base Price" = the price of PG binder liquid per ton that exists on the bid opening date.

"Period Price" = the price of PG binder liquid per ton on the paving date, using the New England Average Selling Price

"New England Average Selling Price" = the price Listed on the MDOT website. See link below.

<http://www.maine.gov/mdot/comprehensive-list-projects/asphaltprices.php>

Tabulation of Bids

Submit all bids by 4:30 p.m. Wednesday, May 4, 2022. The winning bid will be based on all items being quoted and total contract bid amount.

Each town reserves the right to reject any and all bids with or without respect to price or any other matter.

BELGRADE PROJECT 1

Minot Hill Road	Mix type	Estimated SY	Cost per SY	Item \$\$ Total \$\$
* <i>Double</i> Single Latex Modified Chip Seal	3/8" + 1/2"	12,906 SY	\$4.88	\$62,981.28
Minot Hill Road Total =				\$62,981.28

BELGRADE PROJECT 2

East-West Lane	Mix type	Estimated SY	Cost per SY	Item \$\$ Total \$\$
Single Latex Modified Chip Seal	3/8"	7,040 SY	\$2.68	\$18,867.20
East-West Lane Total =				\$49,720.40

* *3/4" x 9.5mm Variable Full Width Shim 280ton @ \$110.19/ton = \$30,853.20*

BID TABULATIONS & CONTRACT TOTALS

Total Belgrade Bid	Mix type	Estimated SY	Cost per SY	Item \$\$ Total \$\$
Single Latex Modified Chip <i>+ Double Seal + Shim</i>	3/8" + 1/2" 9.5mm	19,946 SY 280ton	\$2.68 +\$4.88 \$110.19	\$112,701.68

	Bid Total	\$112,701.68
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Town of Belgrade, Maine

Company name:

All States Construction, Inc.

Company address:

699 Main St, Richmond, ME 04357

Company representative:

Ron Simbari, ASC Maine Manager

Signature:



****Any Shim Work Is required to be completed no later than Aug. 15, 2022!****

ASPHALT PRICE ADJUSTMENT

A fluctuating price will be required for this bid to allow for price adjustments based on the Period Price of asphalt cement using the New England Average Selling Price. The price adjustment will be based on the variance in price for the asphalt cement component only from the Base Price to the Period Price. Posted "Base Price" for this bid will be \$ 692.50 **per ton of asphalt cement.** For work completed outside of the completion dates set forth in each Bid Specification, the Town will evaluate the Period Price on the completion date and the Period Price when the work is actually completed. Payment will be made based on the lower of the two amounts.

"Base Price" = the price of PG binder liquid per ton that exists on the bid opening date.

"Period Price" = the price of PG binder liquid per ton on the paving date, using the New England Average Selling Price

"New England Average Selling Price" = the price Listed on the MDOT website. See link below.

<http://www.maine.gov/mdot/comprehensive-list-projects/asphaltprices.php>

Chip Seals:

Period Price minus Base Price divide by 238 (Gal. in ton emulsion) x 0.66 (asphalt in Gal. emulsion) x 0.42 Gal. / SY (approx. application rate) = Adjustment per square yard

April 20, 2022

From: Anthony Wilson
Town Manager, Town of Belgrade

Subject: Request for Bid
2022 Hot Mix Paving and Chip-Sealing
Belgrade, Maine

The Town of Belgrade is seeking qualified bidders for Reclaim & Hot Mix Asphalt Paving. Please include with your bid complete warranty information and proposed start date. The following specifications detail the design and extent of the proposed work. To be considered, potential bidders must complete the enclosed bid form and return it to the following address before 4:30 p.m. Wednesday, May 4, 2022.

“Paving Project”
Attention: Anthony Wilson
Town of Belgrade
990 Augusta Road
Belgrade, ME 04917

Bids received will be opened at the Belgrade Town Office, 990 Augusta Road, on Friday, May 6, 2022, at 8:30 a.m. The Town will award the bid within 15 business days of bid opening. The Town reserves the right to reject any or all bids at its discretion.

All questions regarding this bid shall be directed to Anthony Wilson, Town Manager, Town of Belgrade at townmanager@townofbelgrade.com and/or 207-495-2258. Text highlighted in yellow and blue represents modifications to the RFP following the pre-bid meeting on April 25, 2022.

Town of Belgrade, Maine

Contract Bid Specifications for Reclaim and Hot Mix Asphalt Paving

GENERAL SCOPE OF WORK:

The work shall consist of Reclaim and Hot Mix Asphalt Paving using the latest edition of Maine DOT's standard specification. **ALL WORK MUST BE COMPLETED BEFORE AUG. 31, 2022. Bidders MUST attend a pre-bid meeting with Road Commissioner Jason Stevens beginning at 9 a.m. Monday, April 25, 2022, at the Belgrade Town Office, 990 Augusta Road.**

A. Project Location

1. **Depot Road** - From Route 27 on the north end to Route 27 on the south end, equaling 6,600' x 20'. **That includes paving across the railroad tracks.** Reclaim all existing pavement, leave in place. Excavation and addition of gravel to be performed by the Road Commissioner. Grade and compact with a minimum 10-ton earth vibratory roller. **Pave 2 inches of 12.5-mm hot mix asphalt, 20 feet wide, followed by a 1-inch of 9.5-mm hot mix asphalt, 20 feet wide.** Match sloped surface to driveways. Pave driveway aprons. Match gravel driveway aprons. 3-foot gravel shoulders **using ¾-inch crushed gravel.**
2. **Guptill Road** – From Route 27 to end of pavement, equaling 16,368' x 20'. Reclaim all existing pavement, leave in place, grade and compact with a minimum 10-ton earth vibratory roller. Pave 2 inches of 12.5-mm hot mix asphalt, 20 feet wide, followed by a 1-inch of 9.5-mm hot mix asphalt, 20 feet wide. Match sloped surface to driveways. Pave driveway aprons. Match gravel driveway aprons. 3-foot gravel shoulders **using ¾-inch crushed gravel.**
3. **Old Route 27** – From Route 27 on the north end to Route 27 on the south end, equaling 2,693' x 20'. Reclaim all existing pavement, leave in place, grade and compact with a minimum 10-ton earth vibratory roller. **Pave 2 inches of 12.5-mm hot mix asphalt, 20 feet wide, followed by a 1-inch of 9.5-mm hot mix asphalt, 20 feet wide.** Match sloped surface to driveways. Pave driveway aprons. Match gravel driveway aprons. 3-foot gravel shoulders **using ¾-inch crushed gravel.**
4. **Hulin Road** – From Route 27 to end of pavement, equaling 1,320' x 15'. Reclaim all existing pavement, leave in place, grade and compact with a minimum 10-ton earth vibratory roller. Pave 2 inches of 12.5-mm hot mix asphalt, 15 feet wide, followed by a 1-inch of 9.5-mm hot mix asphalt, 15 feet wide. Pave driveway aprons. Match gravel driveway aprons. **Road Commissioner will remove 80 feet of curbing, which will not be replaced, and will replace a culvert before the paving begins.**

5. **School Street** – From Route 27 to Hulin Road, equaling 792' x 15'. Reclaim all existing pavement, leave in place. Excavation and addition of gravel to be performed by the Road Commissioner. Fine-grading to be performed by contractor. Pave 2 inches of 12.5-mm hot mix asphalt, 15 feet wide, followed by a 1-inch of 9.5-mm hot mix asphalt, 15 feet wide. Pave driveway aprons. Match gravel driveway aprons.

6. **Red Oaks Lodge Road** – From Hulin Road to end of pavement, equaling 581' x 14'. Reclaim all existing pavement, leave in place, grade and compact with a minimum 10-ton earth vibratory roller. Pave 2 inches of 12.5-mm hot mix asphalt, 14 feet wide, followed by a 1-inch of 9.5-mm hot mix asphalt, 14 feet wide. Pave driveway aprons. Match gravel driveway aprons.

7. **Lakeshore Drive** – From West Road to end of pavement, equaling 1,584' x 20'. Reclaim all existing pavement, leave in place, grade and compact with a minimum 10-ton earth vibratory roller. Pave 2 inches of 12.5-mm hot mix asphalt, 20 feet wide, followed by a 1-inch of 9.5-mm hot mix asphalt, 20 feet wide. Match sloped surface to driveways. Pave driveway aprons. Match gravel driveway aprons. 3-foot gravel shoulders using ¾-inch crushed gravel.

8. **Transfer Station Road** – From Dunn Road to retaining wall inside the Belgrade Transfer Station new pavement, equaling 1,584' x 20'. Excavation and addition of gravel to be performed by the Road Commissioner. Fine-grading to be performed by contractor. Limit of existing pavement course removal shall be saw cut to provide a square straight joint and shall extend not less than 1 foot beyond the limit of underlying course removal. Pave 2 inches of 12.5-mm hot mix asphalt, 20 feet wide, followed by a 1-inch of 9.5-mm hot mix asphalt, 20 feet wide. 3-foot gravel shoulders using ¾-inch crushed gravel.

9. **Transfer Station Complex** -- Excavation and addition of gravel to be performed by the Road Commissioner. Fine-grading to be performed by contractor. Limit of existing pavement course removal shall be saw cut to provide a square straight joint and shall extend not less than 1 foot beyond the limit of underlying course removal. Pave 2 inches of 12.5-mm hot mix asphalt, 20 feet wide, followed by a 1-inch of 9.5-mm hot mix asphalt.

CONTRACT BID SPECIFICATIONS

HOT MIX ASPHALT PAVING

A. Description of Course

The work shall consist of constructing a Hot Mix Asphalt Pavement using designated mix types for the roadways, sidewalks and parking lots as proposed in **SECTION 1**. All work shall be constructed as outlined in this contract and as directed by the Municipal Representative.

B. Equipment Requirements

1. All Hauling Equipment used on the project will meet the requirements of the most recent edition of MAINEDOT Standard Specifications, section 401.08
2. All Pavers used on the project will meet the requirements of the most recent edition of the MAINEDOT Standard Specifications, section 401.09. When appropriate, a highway class paver meeting the specification with an 8ft main screed may be used.
3. All Rollers used on the project will meet the requirements of the most recent edition of the MAINEDOT Standard, section 401.10

C. Plant Requirements

1. Batch and Drum Plants used to produce mix for this project shall meet the requirements of the most recent edition of the MAINEDOT Standard Specifications, section 401.07
2. The automation of batching shall meet the requirements of the most recent edition of the MAINEDOT Standard Specifications, section 401.072
3. At automatic mixing plants, automatic tickets shall be printed which meet MAINEDOT Standard Specifications, section 401.073

D. Materials

The Hot Mix Asphalt shall be composed of a mixture of aggregate and bituminous material. The aggregate fractions shall be sized, uniformly graded, and combined in accordance with the submitted designs.

The Contractor shall submit, for the Municipal Representative's approval, a current jobmix formula (JMF). For a Superpave design, a current MAINEDOT-approved Superpave JMF shall be submitted. If an alternate design similar to the former MAINEDOT designs for B, C, or D mixes is desired, the contractor shall submit a previously MAINEDOT-approved JMF's conforming to the MAINEDOT Standard Specifications, Revisions of April 1995. The JMF's shall be reviewed and approved by the Municipal Representative or an independent testing agency prior to submittal. All JMF's will be required to accompany the bid form.

The jobmix formula shall state the source, gradation, and percentage of each fraction of the aggregate and filler, if required. It shall state the name of the refiner and the supplier of the particular bituminous material to be used and the plant location.

E. Construction

1. Butt joints shall be used at any intersecting of any existing pavement at the beginning and end of the project.
2. Contractor shall place reflective delineator posts, spaced a minimum of every 100' apart, in areas where shoulder drop is 2 inches or more from the pavement surface.
3. The construction of Hot Mix Asphalt shall be carried on only when the surface on which the material is to be placed is dry, and when the atmospheric temperature is above 50 degrees F and rising.
4. All existing paved surfaces to be newly paved shall be thoroughly cleaned by the contractor and dry and **shall be tack coated under pressure prior to placement at a rate of no less than .025 gal/sy. Tack will be included in per ton price and all lifts will require tack.** In addition, any catch basins will be adjusted at the direction of the Municipal Representative. All paving operations shall cease when the surface to repave is wet.
5. All traffic control will be provided by the **Contractor** and all traffic control devices and setups shall conform to the latest edition of Part VI of the Manual on Uniform Traffic Control Devices (MUTCD).
6. The cross-slope of the final paved surface shall be as close as possible to a uniform cross-section utilizing materials estimated above in the bid documents, except in super elevated areas. If noted in contract documents to place shim to desired grade and cross slope, a desirable cross slope would be ¼" per foot of lane width (2%).
7. Surface tolerances shall be checked according to MAINEDOT Standard Specifications, sections 401.101.
8. All mixing, spreading, finishing, and compacting and constructing joints shall meet MAINEDOT Standard Specifications, sections 401.14, 401.15, 401.16, 401.17 respectively.

F. Testing

All materials and every detail of work will be subject to inspection by the Municipal Representative who may require the Contractor's quality control person to be onsite to monitor material placement and compaction. The Municipal Representative shall be allowed access to all parts of the work. The Municipal Representative shall also have the right to inspect and test, at the Municipality's expense, by the following methods:

a. Pavement Samples

1. Core samples for density testing may be taken in accordance with AASHTO procedures every 500 tons to achieve a minimum 92.0% density on uniform lifts designed to be greater than 1".
2. Samples of the Hot Mix Asphalt may be taken in accordance with AASHTO procedures every 500 tons to check for Asphalt Content, Gradation, and Theoretical Maximum Density.

3. All test results will be required to be within the allowable tolerances given in Section 400 of the most recent edition of the MAINEDOT Standard Specifications. Method D shall be used.
4. Upon demand from the Municipal Representative, the Contractor must supply a ten-foot straightedge. The surface, when tested, shall be in accordance with Section 401.20 of the most recent edition of the MAINEDOT Standard Specifications.

b. Acceptance

1. If the Municipal Representative requests it, the Contractor shall remove portions of the finished work as may be directed. After examination, the Contractor shall restore the removed areas of the work to the standards of the specifications. Should the exposed work prove to be acceptable, in the judgment of the Municipal Representative, the removal and replacement of the sections will be paid for as extra work. Should the work exposed prove to be unacceptable in the judgment of the Municipal Representative, the removal and replacement of the material will be at the Contractor's expense.

ANY WORK DONE WITHOUT SUPERVISION OR INSPECTION BY THE ROAD COMMISSIONER MAY BE ORDERED REMOVED AND REPLACED AT THE CONTRACTOR'S EXPENSE UNLESS THE ROAD COMMISSIONER FAILED TO INSPECT AFTER HAVING BEEN GIVEN REASONABLE NOTICE THAT WORK WAS TO BE PERFORMED.

H. Miscellaneous

a. Pre-inspection

Each Contractor, before submitting an offer, shall become completely familiar with the required work and shall rely on their own investigation. The Municipal Representative will be available to have the site/sites proposed for paving inspected. No consideration will be granted for any alleged misunderstanding of the material to be furnished, the work to be done, or for any defects in the final product that are the result of the absence of pre-inspection of a site.

b. Right to change or additional work

The municipality reserves the right to submit change orders in writing to the Contractor. In that event, the municipality will negotiate with the Contractor to determine the new costs. The Town reserves the right to change unit quantities up to 20% without negotiating a new price.

c. Clean up

At the completion of paving, each site shall be left in a neat and clean condition, subject to approval of the Municipal Representative.

d. Performance bond

When bid amounts exceed \$250,000.00, the Contractor shall submit to the Municipality a Performance Bond in the amount of 100% of the Contract within ten (10) days after receipt of notice of acceptance of the Contractor's offer or part of the offer. These bonds shall be issued by a bonding company licensed to do business in the State of Maine. Failure to provide this bond is a material breach of contract and may, in the discretion of the Municipality, result in termination of the Contract.

e. Insurance

The Contractor shall have and maintain liability insurance that is in force until the work is completed and accepted by the municipalities. The Contractor shall furnish, to the municipality, a certificate of insurance, within two weeks of notice to the Contractor of the acceptance of its offer. The failure to provide this certificate will constitute a breach of the Contract and may, in the discretion of the municipality, result in termination of the Contract. The Contractor shall furnish to the Municipality a copy of an insurance policy within one month of notice to the Contractor of the acceptance of its offer.

f. Warranties

The Contractor guarantees that the work to be done under this contract and the materials to be furnished by the supplier for use in the construction of the same will be free from defects or flaws. This warranty shall be for a period of one year from the date of completion.

g. Indemnification

To the fullest extent permitted by law, the Contractor shall indemnify and hold harmless the Municipality, and their agents, and employees against all claims, damages, losses and expenses, including, but not limited to, attorneys' fees arising out of or resulting from the performance of the work regardless of standard of care. This indemnification extends to all costs and all attorneys' fees incurred by the Municipality.

h. Acceptance period

The Municipality shall have up to a maximum of 30 days from date of bid opening to accept an offer.

i. Notice of acceptance

The Contractor will be notified in writing by the municipality of the acceptance of its offer in whole, or in part, within five (5) business days of when it has been accepted. Failure to comply with this notice requirement shall constitute a breach of the Contract. An offer cannot be accepted verbally.

j. Rejection of offers

The Municipality reserves the right to reject any or all proposals whenever such rejection is in their best interest. The Municipality reserves the right to reject the proposal of a Contractor who has previously failed to perform properly or to complete on time Contracts of a similar nature. The Municipality also reserves the right to reject a proposal from a Contractor if an investigation shows that the Contractor is not in a position to perform the Contract.

k. Pre-bid conference

At the discretion of the road commissioner and/or town manager a pre-bid conference may be scheduled to discuss scope of services, terms of this contract and scheduling of work. Contractors who wish to be considered for acceptance must attend any scheduled conference.

l. Payment

The Town shall make payment in full after completion, inspection and acceptance by the Road Commissioner. The Unit Price per ton will include surface preparation, mobilization, hauling and placing material, butt joints, traffic control (if specified herein), and final cleanup. Tack shall be included in the unit price.

m. Asphalt Escalator

The municipality will use the latest edition of MaineDOT Special Provision Section 108 to protect the municipality and the contractor against price fluctuations that may occur due to paving schedule delays, bad weather, other priorities, market pricing, etc.

BID & AWARD INFORMATION

All Bids shall be sealed and clearly marked Belgrade Paving Bid and submitted to the Belgrade Town Office located at 990 Augusta Road no later than 4:30 p.m. Wednesday, May 4, 2022, and will be opened Friday, May 6, 2022, at 8:30 a.m. The Town retains the right to determine the most responsible and reliable bidder, & to adjust the quantity as listed below +/- 20%, due to budget purposes, without negotiating a price adjustment.

Tabulation of Bids

Submit all bids to the Town of Belgrade by 4:30 p.m. Wednesday, May 4, 2022. The responsible, reliable, bid will be based on **all items being quoted** and total contract bid amount. The Town reserves the right to reject any and all bids.

Project 1

Depot Road	Mix type	Estimated Tons or SY	Cost per Ton or SY	Item \$\$ Total \$\$
2" hot mix asphalt (6,600' x 20')	12.5mm	2,016 tons		
1" hot mix asphalt (6,600' x 20')	9.5mm	1,008 tons		
Reclaim full width		14,667 SY		
Shoulder work				
	Depot Road Total =			

Project 2

Guptill Road	Mix type	Estimated Tons or SY	Cost per Ton or SY	Item \$\$ Total \$\$
2" hot mix asphalt (16,368' x 20')	12.5mm	4,000 tons		
1" hot mix asphalt (16,368' x 20')	9.5mm	2,000 tons		
Reclaim full width		36,373 SY		
Shoulder work				
	Guptill Road Total =			

Project 3

Old Route 27	Mix type	Estimated Tons or SY	Cost per Ton or SY	Item \$\$ Total \$\$
2" hot mix asphalt (2,693' x 20')	12.5mm	823 tons		
1" hot mix asphalt (2,693' x 20')	9.5mm	495 tons		
Reclaim full width		5,984 SY		
Shoulder work				
Old Route 27 Total =				

Project 4

Hulin Road	Mix type	Estimated Tons	Cost per Ton or SY	Item \$\$ Total \$\$
2" hot mix asphalt (1,320' x 15')	12.5mm	242 tons		
1" hot mix asphalt (1,320' x 15')	9.5mm	121 tons		
Reclaim full width		2,200 SY		
Hulin Road Total =				

Project 5

School Street	Mix type	Estimated Tons	Cost per Ton or SY or CY	Item \$\$ Total \$\$
2" hot mix asphalt (792' x 15')	12.5mm	145 tons		
1" hot mix asphalt (792' x 15')	9.5mm	123 tons		
Reclaim full width				
School Street Total =				

Project 6

Red Oaks Lodge Road	Mix type	Estimated Tons	Cost per Ton or SY	Item \$\$ Total \$\$
2" hot mix asphalt (581' x 14')	12.5mm	100 tons		
1" hot mix asphalt (581' x 14')	9.5mm	50 tons		
Reclaim full width		904 SY		
School Street Total =				

Project 7

Lakeshore Drive	Mix type	Estimated Tons	Cost per Ton or SY	Item \$\$ Total \$\$
2" hot mix asphalt (1,584' x 20')	12.5mm	390 tons		
1" hot mix asphalt (1,584' x 20')	9.5mm	195 tons		
Reclaim full width		3,520 SY		
Shoulder work				
Lakeshore Drive Total =				

Project 8

Transfer Station Road	Mix type	Estimated Tons	Cost per Ton or CY	Item \$\$ Total \$\$
2" hot mix asphalt (1,584' x 20')	12.5mm	484 tons		
1" hot mix asphalt (1,584' x 20')	9.5mm	290 tons		
Shoulder work				
Transfer Station Rd Total =				

Project 10

Transfer Station Complex	Mix type	Estimated Tons	Cost per Ton	Item \$\$ Total \$\$
2" hot mix asphalt (approx. 2,555 square yards)	12.5mm	300 tons		
1" hot mix asphalt (approx. 2,555 square yards)	9.5mm	150 tons		
	Transfer Station Complex Total =			

Extra items

	Mix type	Estimated Tons or SY	Cost per Ton or SY	Item \$\$ Total \$\$
Driveway grindings				
Hand-placed work				
	Extra work total =			

Company Name

Company Address

Company Representative

ASPHALT PRICE ADJUSTMENT

A fluctuating price will be required for this bid to allow for price adjustments based on the Period Price of asphalt cement using the New England Average Selling Price. The price adjustment will be based on the variance in price for the asphalt cement component only from the Base Price to the Period Price. Posted “Base Price” for this bid will be

\$_____ per ton of asphalt cement. For work completed outside of the completion dates set forth in each Bid Specification, the Town will evaluate the Period Price on the completion date and the Period Price when the work is actually completed. Payment will be made based on the lower of the two amounts.

“Base Price” = the price of PG binder liquid per ton that exists on the bid opening date.

“Period Price” = the price of PG binder liquid per ton on the paving date, using the New England Average Selling Price

“New England Average Selling Price” = the price Listed on the MDOT website. See link below.

<http://www.maine.gov/mdot/comprehensive-list-projects/asphaltprices.php>

**INVITATION TO BID
GENERAL OBLIGATION BOND**

The Town of Belgrade (the "Town") invites bids for a General Obligation Bond in an amount up to **\$566,667** to fund road improvements and paving. The Bond will be dated on or about **May 24, 2022** and loan proceeds must be available to the Town on that date, although proceeds may not be drawn until needed for payment of invoices.

The Town requests bids for either, or both, of the following options:

Option 1 (**as needed** draw with a 2 year maturity): Funds to be drawn as and when needed, but not later than the first anniversary date, with repayment to be made in 2 equal annual installments of principal, plus accrued interest.

Option 2 (**lump sum** draw with a 2 year maturity): Funds to be drawn in a lump sum on the day of closing, with repayment to be made on an annual basis in 2 equal installments of principal, plus accrued interest.

Interested banks must submit sealed bids by 12:00 p.m. on Friday, May 13, 2022. Bids should be submitted to Anthony Wilson, Town Manager, 990 Augusta Road, Belgrade, Maine 04917, in a sealed envelope marked "Bid for General Obligation Bond", ***OR*** by email to townmanager@townofbelgrade.com. Bids will be considered by the Select Board at its meeting convening at **6:30 p.m. on Tuesday, May 17, 2022** at the Town Offices. Information regarding the Town's finances can be obtained by calling the Town during regular business hours at (207) 495-2258.

Each bid must include an estimated amortization schedule. Bids must disclose the amount of any fees or other charges relating to the borrowing. Bids must permit the Town to prepay the note at the election of the Town without penalty at any time. Bids shall remain firm for acceptance by the Town for 7 days from the submission deadline.

The Town has engaged Lee Bragg of the firm of Bernstein, Shur, Sawyer & Nelson to act as Bond Counsel in connection with this borrowing, and, if required, the successful bidder will be provided with an unqualified opinion from Bond Counsel at the time of the closing. The Town will certify that the debt is a qualified tax-exempt obligation within the meaning of Section 265(b)(3)(B) of the Internal Revenue Code.

The Town reserves the right to accept or reject any or all bids, to waive any informality in the bids and to exercise its judgment in evaluating the bids. The decision of the Select Board on these matters shall be final and conclusive.

Memo

To: Board of Selectpersons
From: Anthony Wilson, Town Manager
Date: May 17, 2022
Re: Cleaning services

The Town received one bid in response to the Request for Proposals for cleaning services – from Maid 4 U, which previously performed the deep-clean at the Center for All Seasons. Maid 4 U also serves the Town of Fairfield’s facilities; Fairfield Town Manager Michelle Flewelling gives the firm high marks for the quality of its work and for being proactive and responsive.

The attached bid is for a deep-cleaning and a weekly cleaning at the Town Office, the Lakes fire station and the North Belgrade Community Center. Additionally, the bid includes a weekly cleaning at the Center for All Seasons plus a deep-cleaning of the gym floor and an additional but less intensive deep-cleaning before summer camp begins. All but the additional deep-cleanings have been budgeted, with the bid falling within budget.

The cleaning of the gym floor would cost \$1,100. Maid 4 U owner Tammy Holt said this would be more than simply scrubbing. She would use a cleaner and buffer to help restore the look of the floor. The second deep-cleaning of the CFAS would cost \$700, and would involve touching up any hard-water stains and concentrating on flooring in the hallways and kitchen.

Through 33 percent of the fiscal year, we spent 17 percent of the CFAS’ facility maintenance budget and 11 percent of the Recreation budget, i.e. we have the capacity within either budget to pay for the additional services.

Cleaning Services Bid Proposal

April 29, 2022

MAID4U

31 Central Ave.

Waterville, ME 04901

Belgrade Town Office

RE: Fire Station, Town Office and Community Center

Dear Anthony,

Thank you again for your interest in MAID4U and for taking the time to meet with me to discuss your commercial cleaning requirements for the town of Belgrade Municipal buildings. I met with Travis and Annie to discuss what the cleaning needs were at the Fire Station and the Community center. MAID4U will take special care to ensure these needs are met and maintained to the highest standards.

Best regards,

Tammy Holt

Estimated deep cleaning cost & weekly cleaning cost

Fire Station

Estimated deep cleaning cost \$280.00

Estimated weekly cleaning cost \$100.00

Community Center

Estimated deep cleaning cost \$280.00

Estimated weekly cleaning cost \$125.00

Belgrade Town Office

Estimated deep cleaning cost \$650.00

Estimated weekly cleaning cost \$175.00

Center For All Seasons

Estimated deep cleaning cost for the gym floor \$1,100.00

Estimated deep cleaning cost for all other areas \$700.00

Estimated weekly cleaning \$275.00

Weekly cleaning at each location includes:

Cleaning and sanitizing the kitchen counters and the items that sit on the counters.

Bathrooms

Dusting

Interior glass on the entry doors

Sanitizing of the counter space, doorknobs and light switches (Town Office both sides of the clerk window)

Vacuuming and moping all floors

Removal of hard water stains on a routine basis (all locations have hard water

Services for a top to bottom deep clean

- Bathrooms
- Kitchen
- Walls
- Dusting
- Floors
- Windows & Sills
- Light fixtures
- Entryways
- Storage closets
- Offices
- Heating units
- Doors and door frames
- Baseboards
- Cobwebs
- Sanitization of all door knobs, light switches and countertops.

REQUEST FOR PROPOSALS FOR CLEANING SERVICES

I. INTRODUCTION

The Town of Belgrade, Maine (hereinafter, the “Town”) is seeking sealed Proposals for cleaning the following facilities: Town Office, Center for All Seasons, Lakes Fire Station, North Belgrade Community Center. Each facility is to be cleaned weekly. Additionally, a separate bid is requested for a deep cleaning of all facilities. The proposed contract is for a one-year term with a two-year option.

All Proposals are to be submitted in a sealed envelope clearly marked on the outside “Cleaning Services.”

Completed proposals must be received at the Town Office, at the following address: 990 Augusta Road, Belgrade, Maine 04917, by 4 p.m., on Friday, April 30, 2022.

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

Bids will be publicly opened on Monday, May 1, 2022, in the conference room at the Town Office at 8:30 a.m.

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

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

The successful proposer shall be required to sign an agreement substantially similar to the standard Town services agreement, a copy of which is attached hereto as Exhibit 2.

Before commencing work under the services agreement, the successful proposer shall produce evidence satisfactory to the Town that it and its subcontractors, if any, have secured public liability, automobile and workers' compensation insurance coverages as set forth in Exhibit 2.

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

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

II. SCOPE OF SERVICES

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

III. PROPOSAL SUBMISSION REQUIREMENTS

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

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

IV. SELECTION CRITERIA

Proposals will be evaluated based on the following criteria:

- Prior experience with similar projects (10%)
- Cost (80%)
- References (10%)

V. ACCEPTANCE/REJECTION

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

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

Date: April 20, 2022

By: _____
Anthony Wilson, Town Manager

APPENDIX A

SPECIFICATIONS

Weekly cleaning at each location includes:

- Cleaning and sanitizing kitchen counters and items that sit on counters.
- Bathrooms.
- Dusting.
- Interior glass on the entry doors.
- Sanitizing counter space, doorknobs and light switches, and at the Town Office, both sides of the clerks' windows.
- Vacuuming and mopping all floors.
- Removal of hard-water stains on a routine basis (all locations have hard water).

Services for a deep clean include:

- Bathrooms.
- Kitchens
- Walls.
- Dusting.
- Floors.
- Windows and sills.
- Light fixtures.
- Entryways.
- Storage closets.
- Offices.
- Heating units.
- Doors and door frames.
- Baseboards.
- Cobwebs.
- Sanitization of all doorknobs, light switches and countertops.

SERVICES AGREEMENT

THIS AGREEMENT is made this **XX** day of **MONTH**, 2022, 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, State of Maine (hereinafter "TOWN") and **VENDOR'S NAME** (hereinafter "CONTRACTOR"),

WITNESSETH:

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

I. SCOPE OF SERVICES

The CONTRACTOR shall provide the services as described in the Request for Proposals and Specifications titled: Cleaning Services issued under date of April 20, 2022, by Anthony Wilson, Town Manager, and shall do so in accordance with the Contractor's Proposal dated **DATE**, which Request for Proposals, Specifications and Proposals are attached hereto and made a part hereof (hereinafter, collectively referred to as the "Services"), and the CONTRACTOR covenants that it shall do everything required by this Agreement, the conditions of the Agreement (together with the General, Supplementary and other Conditions, if any), the Request for Proposals, and the Specifications, in return for payment as provided herein.

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

B. Approval by TOWN of services furnished hereunder shall not in any way relieve the CONTRACTOR of responsibility for the adequacy of the work. Neither TOWN's review, approval or acceptance of, nor payment for, any of the Services shall be construed to operate as a waiver of any rights under this Agreement or any cause of action arising out of the performance of this Agreement, and the CONTRACTOR shall remain liable in accordance with applicable law for all damages to TOWN caused by the CONTRACTOR's willfully negligent performance of any of the Services furnished under this Agreement.

II. CONTRACTOR OBLIGATIONS

The CONTRACTOR warrants:

A. That it will furnish all vehicles, materials, personnel, tools and equipment, except as otherwise specified herein, and do everything necessary and proper to satisfactorily perform the Services required by this Agreement.

B. That it is financially solvent, is experienced in and competent to perform the Services and is able to furnish the vehicles, materials, personnel, tools and equipment to be furnished by it.

C. That it is familiar with all federal, State and local statutes, laws, rules, regulations, ordinances and orders which may in any way affect the Services.

D. That it has carefully examined the Request for Bid Proposals, the Specifications and this Agreement, and has conducted its own investigation of the nature and location of the Services, the character of equipment and personnel needed to perform the Services, and all conditions which may in any way affect the performance of the Services.

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

III. COMPLETION OF SERVICES/COMPLETION DATE

The Services to be performed under this Agreement shall begin on or before **DATE**. The term of this Agreement shall be one year from the date of execution, with a two-year option to be exercised jointly by the CONTRACTOR and the TOWN.

IV. CONTRACT PRICE

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

V. PROGRESS PAYMENTS

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

VI. TOWN'S RIGHT TO TERMINATE CONTRACT

Without prejudice to any other right or remedy, the TOWN may terminate this Agreement for cause by providing the CONTRACTOR and its surety with seven (7) days' written notice of termination. For purposes of this Agreement, cause includes, but is not limited to: the adjudication of the CONTRACTOR as a bankrupt; the making of a general assignment by the CONTRACTOR for the benefit of its creditors; the appointment of a receiver because of the CONTRACTOR's insolvency; the CONTRACTOR's persistent or repeated refusal or failure, except for cases in which extension of time is provided, to supply enough properly skilled workers or proper materials to perform the Services; the CONTRACTOR's persistent disregard of federal, state or local statutes, laws, codes, rules, regulations, orders or ordinances; and the CONTRACTOR's substantial violation of any provisions of this Agreement. In the event of a termination for cause, the TOWN may take possession of the premises and of all materials, tools and appliances thereon and finish the Services by whatever method it may deem expedient. In such case, the CONTRACTOR shall not be entitled to receive any further payment until the Services are finished. If the unpaid balance of the Agreement price shall exceed the expense of finishing the Services, including compensation for additional managerial and administrative services, such excess shall be paid to the CONTRACTOR. If such expense shall exceed such unpaid balance, the CONTRACTOR shall pay the difference to the TOWN.

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

VII. INSURANCE

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

a. **Public Liability Insurance** in the amount of not less than Four Hundred Thousand Dollars (\$400,000) or such other amount as is established by the Maine Tort Claims Act (14 M.R.S.A. §8101 et seq.) as amended from time to time, combined single

limit, to protect the CONTRACTOR, any subcontractor performing Services under this Agreement, and the TOWN from claims and damages that may arise from operations under this Agreement, whether such operations be by CONTRACTOR or by a subcontractor or by anyone directly or indirectly employed by them.

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

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

VIII. INDEMNIFICATION

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

IX. LIENS

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

X. ASSIGNMENT

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

XI. SUBCONTRACTS

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

XII. USE OF PREMISES

The CONTRACTOR shall confine its apparatus, the storage of materials and the operations of its workers to limits indicated by law, ordinances and permits and shall not otherwise unreasonably encumber the premises with its materials.

XIII. DISCLAIMER

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

those express statements in this Agreement.

XIV. FORCE MAJEURE

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

XV. NON-WAIVER

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

XVI. NOTICES

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

TO TOWN:

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

TO CONTRACTOR:

NAME
STREET ADDRESS
TOWN, STATE ZIP

XXII. REMEDIES

Except as otherwise agreed by the parties in writing, all disputes, claims, counterclaims and other matters in question between the TOWN and the

Memo

To: Board of Selectpersons
From: Anthony Wilson, Town Manager
Date: May 17, 2022
Re: Notice of election

Attached are two warrants and notices of election for RSU 18's June 14 referendum. These require the Selectboard's signatures. They are not an endorsement of the referendum questions, but simply a required notice of the election to be held.

One of the warrants relates to consideration of the annual RSU 18 budget. The other seeks authorization to issue bonds for facility improvements.

Polls will be open 8 a.m.-8 p.m. at the Center for All Seasons on Election Day.

**WARRANT AND NOTICE OF ELECTION
CALLING REGIONAL SCHOOL UNIT NO. 18 REFERENDUM
(20-A M.R.S. §§ 1501-04)**

TO: Megan Bacon, a resident of Regional School Unit No. 18, 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 Regional School Unit No. 18, 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 NO. 18 REFERENDUM
WARRANT AND NOTICE OF ELECTION**

Kennebec County, ss.

State of Maine

TO: Mary Vogel, Municipal Clerk of the Town 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 THE TOWN OF BELGRADE: You are hereby notified that a Regional School Unit No. 18 referendum election will be held at the Belgrade Community Center for All Seasons, One Center Drive Route 27 in the Town of Belgrade at 8:00 A.M. on Tuesday, June 14, 2022 for the purpose of determining the following question:

Question 1: Do you favor authorizing the School Board of Regional School Unit No. 18 (the "RSU") to issue bonds and other evidences of indebtedness in the name of the RSU in an amount not to exceed \$3,699,856 through the State of Maine's zero interest rate/loan forgiveness School Revolving Renovation Fund (SRRF) Program for renovations, including indoor air quality improvements and replacement of exterior doors and siding, at schools throughout the RSU (the "Project")?

SRRF Program Funding. The Project costs (up to \$3,699,856) have been approved for funding through Maine's SRRF Program. Of this amount, the RSU will receive 48.70% (up to \$1,801,830) that will be forgiven, and 51.30% (up to \$1,898,026) that the RSU will repay at zero interest (0%) over a term of ten years.

The polls must be opened at 8:00 A.M. and closed at 8:00 P.M.

The Registrar of Voters will 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.

**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 the Belgrade Community Center for All Seasons, One Center Drive, Route 27 in the Town of Belgrade on Tuesday, June 14, 2022 for the purpose of determining the following questions:

- Question 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?
- Question 2: Do you wish to continue the budget validation referendum process in Regional School Unit No. 18 for an additional three years?

INFORMATIONAL NOTE ON QUESTION 2:

A "YES" vote will require Regional School Unit No. 18 to continue to conduct a referendum to validate its annual school budget for the next three years.

A "NO" vote will discontinue the budget validation referendum for at least three years and provide instead that the annual school budget shall be finally adopted at a meeting of the voters of Regional School Unit No. 18.

The polls must be opened at 8:00 a.m. and closed at 8:00 p.m.

Memo

To: Board of Selectpersons
From: Anthony Wilson, Town Manager
Date: May 17, 2022
Re: Town Manager's report

While attending training on Freedom of Access Act (FOAA) procedures, Town Clerk Mary Vogel learned from Maine Municipal Association attorneys that a Selectboard may not bind other Town boards and committees to its **remote meeting policy**. Instead, attorneys said each board and committee wishing to have remote meetings must hold their own public hearings and adopt their own policies. (Conversely, there is no requirement to have remote meetings.) Several Town committees have expressed great interest in having greater freedom to hold remote meetings. Attached is some of the documentation the MMA provided, along with an example from the Town of Wilton. We will seek direction from you at the May 17 meeting on how you would like us to proceed.

As you know, the Maine Department of Labor recently conducted a safety inspection of two of our facilities. We are actively addressing the issues the inspector noted. We could better ensure compliance by hiring Lynn Martin, a **safety consultant**, to do for the rest of the organization what she does for the Fire Department and for the Transfer Station. She charges those departments \$1,300 annually to guide them on policies and procedures, including paperwork required by OSHA and the DOL. That would, in my opinion, be a wise investment at the Town Office, the maintenance garage and the Center for All Seasons.

I spoke with Dennis Keschl following his appointment as **interim town manager** to learn how I could best help him in his transition into the post and in his service. I have sent him a memo detailing issues of which he will want to be aware. I also offered to meet at his convenience prior to my departure, and I assured him he is welcome to call me if any questions arise after he assumes the responsibilities. He said he would get with me prior to May 31.

I checked after the discussion of presenting the **Spirit of America honorees** with their awards at the Aug. 6 beanhole supper, and we had five honorees this year: Marylou and Alan Butterfield, Judy Hallowell, Becky Seel and Mary Vogel. The firefighters association has been approached about donating a plate of beans to these folks.

REMOTE BOARD MEETINGS

- o Participation via "remote" means now allowed under limited conditions:

Each board/committee adopts policy after public hearing

In-person attendance expected unless:

- Emergency/urgent issue requires board itself to meet via remote means; or
- Illness/temporary absence causes board member significant difficulty traveling to meeting

Public allowed to attend in-person & via remote means

Materials considered by board available to remote attendees as customarily allowed to those in-person

9

PUBLIC RIGHT TO ACCESS RECORDS

Broad definition of Public Record –
1 M.R.S. § 402(3)

Anyone may submit request

Verbal or written requests okay

Not required to create or explain records/ no standing requests

10

**TOWN OF WILTON SELECT BOARD
REMOTE AND HYBRID MEETING POLICY**
Pursuant to 1 M.R.S § 403-B

I. **Purpose:** The Town of Wilton strives to provide an open and transparent government that maximizes the ability of its residents to participate in the public process. This Policy sets forth the conditions upon which the Town of Wilton Select Board may conduct a remote meeting, as that term is defined in this Policy. In addition, this Policy sets forth the conditions upon which the Town of Wilton Select Board may conduct a hybrid meeting, as that term is defined in this Policy.

II. **Definitions:**

- a. “Hybrid meeting” means a public proceeding, as defined in 1 M.R.S. § 402(2), as may be amended, conducted with some meeting attendees in person/face-to-face at a designated physical location while connecting with other meeting attendees by remote means.
- b. “Public meeting” means a “public proceeding,” as that term is defined in 1 M.R.S. § 402(2), as may be amended.
- c. “Remote means” means “remote methods” as that term is defined in 1 M.R.S. § 403-B(1), as may be amended. For purposes of this Policy, “remote means” may include, but is not necessarily limited to: Zoom, Go-To-Meeting, Skype, Google Meet, or other comparable internet-based telephonic or videoconferencing platform. Remote means does not include text-only means such as e-mail, text messages, or chat functions.
- d. “Remote meeting” means a public proceeding, as defined in 1 M.R.S. § 402(2), as may be amended, conducted *solely* by remote means.

III. **Remote Meetings of the Select Board:** The Select Board shall conduct its meetings in person unless the Chair (or in his/her absence, the Vice Chairperson), in consultation with the Town Manager, makes a determination that an emergency or urgent issue exists that requires the Select Board to conduct a remote meeting, including, but not limited to, inclement weather and/or disasters or catastrophes caused by either natural or man-made causes. The determination of such an emergency or urgent issue shall be made as soon as practicable, and notice of a meeting being conducted solely by remote means shall be disseminated consistent with 1 M.R.S. § 406, as may be amended, and this Policy.

IV. **Hybrid Meetings with Remote Participation by Individual Select Board Members:** Except for a remote meeting being conducted consistent with Section III of this Policy, members of the Select Board are expected to be physically present for all public meetings except when being physically present is not practicable for one or more members.

Circumstances under which physical presence for one or more members is not practicable are limited to:

- a. Illness or other physical condition, or temporary absence from the Town of Wilton, that causes the member to face significant difficulties travelling to and attending the public meeting in person; or
- b. To provide a reasonable accommodation to a member with a disability.

A member who believes it is not practicable, as set forth above, for him/her to attend a meeting in person shall notify the Chair (or in his/her absence, the Vice Chairperson), as well as the Town Manager, of the existence of such circumstances as far in advance as is possible. The Chair (or in his/her absence, the Vice Chairperson), shall, in consultation with the member, then make a determination whether being physically present is not practicable for that member and, if such a determination of impracticability is made, so notify the Town Manager that a hybrid meeting will be conducted. If the agenda has already been posted at the time the determination is made to authorize a hybrid meeting with the board member's remote participation, an amended meeting agenda containing the information set forth in Section VI(a) of this Policy shall be posted on the Town's website and be distributed to all board members, relevant Town staff, and local representatives of the media by the same or faster means used to notify board members at least four (4) hours prior to the originally noticed meeting start time.

V. **Hybrid Meetings with No Remote Participation by Individual Select Board**

Members: The Select Board is not required by law to offer this type of meeting format and will only conduct a hybrid meeting with no remote participation by individual Select Board members when it is determined by the Select Board that such a hybrid meeting is necessary for some special reason, such as the need for the Select Board to communicate with an outside attorney, professional or consultant without incurring the costs associated with that person's travel to/from Wilton.

VI. **Public Notice of Remote Meetings or Hybrid Meetings:** When the Select Board conducts a remote meeting or a hybrid meeting, the following shall occur:

- a. Notice of the public meeting shall be provided in a manner that provides ample time to allow public attendance. Such notice shall be disseminated in a manner that is reasonably calculated to notify the general public of the time, date, location, and method to be used to conduct the meeting. Such notice shall provide information regarding how members of the public may attend the public meeting remotely and shall provide the physical location where members of the public may participate in person, if applicable.
- b. Members of the public shall be provided with a reasonable opportunity to participate in the public meeting by remote means, which shall at a minimum include an effective means of communication between such members of the

public and the Select Board. Reasonable accommodations may be provided when necessary to provide access to individuals with disabilities.

- c. Unless the entire Select Board is conducting a remote meeting as provided in Section III of this Policy, members of the public must be provided the option to attend the meeting in person or by remote means.
- d. Unless the entire Select Board is conducting a remote meeting as provided in Section III of this Policy, the Chair (or in his/her absence, the Vice Chairperson), at the start of the meeting, shall announce the name of any Select Board member(s) participating by remote means and state the reason therefor, which reason must be consistent with Section IV.
- e. All documents and other materials considered by the Select Board shall be made available to members of the public by the same or more efficient means as they are provided to individual Select Board members. This requirement may be met by: (i) posting all documents and materials to be considered by the Select Board on the Town's website at least one (1) business day prior to the meeting; (ii) making physical copies of all documents and materials to be considered by the Select Board available for in person pick-up at the Town Office at least one (1) business day prior to the meeting; or (iii) enabling the "screen-sharing" function of the remote means utilized for the meeting in such a way that members of the public are able to view all relevant documents and materials while the Select Board is reviewing and discussing the same.

- VII. **Quorum**: A member of the Select Board who participates in a remote meeting or a hybrid meeting is considered present for purposes of determining the presence of a quorum and voting.
- VIII. **Roll Call Vote Required**: All votes taken during a remote meeting or a hybrid meeting must be taken by roll call vote that can be seen and heard if using video technology, and heard if using only audio technology, by all members of the Select Board and the public.
- IX. **Zoom Preferred**: The preferred remote means for all Town boards and committees shall be Zoom Webinar. The platform shall be set up and hosted by a Town official and a digital recording shall be preserved. The use of private accounts to host a remote meeting or a hybrid meeting is prohibited.
- X. **Disruptions and Adjournment**: If during the conduct of a remote meeting or a hybrid meeting, the meeting is interrupted through disruptions or glitches in the technology, the meeting shall be automatically recessed for up to 15 minutes to restore communication when audio-visual communication cannot be maintained with a quorum of members or, if applicable, with the public location identified in the Select Board's notice pursuant to Section VI(a). If the interruption cannot be resolved within 15 minutes, and the Select Board has not provided reasonable notice to the public as to how the meeting will be

continued at an alternative date and time, then the meeting shall be automatically adjourned.

- XI. **Executive Sessions**: To preserve the executive session privilege of any portion of a meeting closed to the public, the Chair should confirm with each attendee that no unauthorized person is present or has access to any executive session being conducted via remote means. There shall be no audio or visual recording of an executive session.
- XII. **Other Town Boards and Committees**: Any public body organized under the auspices of the Town may adopt this Policy in order to comply with 1 M.R.S. § 403-B. Any public body adopting such a remote and hybrid meeting policy under this section must, after hearing on the same, file written notice of the vote with the Town Clerk upon adoption. Any such public body may also choose to set more stringent regulations for use of remote means, provided that said policy is at least as stringent as this Policy and complies with 1 M.R.S. § 403-B. Such enhanced policy must also, after hearing on the same, be approved by a vote of a majority of the members of said body, and a copy of said enhanced policy must be filed with the Town Clerk upon adoption.
- XIII. **Applicability**: This Policy does not apply to Town Meetings.
- XIV. **Amendment; Severability; Effective Date**: This Policy may be amended as needed by a majority vote of the Select Board. The provisions of this Policy are severable, and if any provision shall be declared to be invalid or void, the remaining provisions shall not be affected and shall remain in full force and effect. This Policy shall take effect immediately upon adoption by the Select Board.

Date Adopted: August 3, 2021

Remote Board Meetings Now OK'd Permanently

The Legislature has made remote participation in public board meetings permissible on a permanent basis, but only under limited circumstances. PL 2021, c. 290, was enacted as an emergency measure and took effect on June 21, 2021, with the Governor's signature. It adds a new provision (§ 403-B) to Maine's Freedom of Access Act or FOAA (1 M.R.S. §§ 400-414).

Meanwhile, FOAA's temporary provision (§ 403-A) authorizing remote participation in public board meetings during the COVID-19 pandemic remains in effect until July 30, 2021.

Under the new law board members are expected to be physically present for meetings, but may attend board meetings via remote methods of participation in the case of an emergency or urgent issue that requires the board itself to meet remotely, or an illness or temporary absence that causes a board member significant difficulties in traveling to a meeting.

The public must have a meaningful opportunity to attend via remote methods when board members participate via remote methods. If public input is allowed or required at a meeting, an effective means of communication between the board and the public must also be provided. A board must provide a location where members of the public may attend in person. A board may not limit public attendance to remote methods only except in case of an emergency that requires the board itself to meet remotely.

Remote methods include telephonic or video technology allowing simultaneous reception of information and also permits other means necessary to accommodate disabled persons. But remote participation cannot be by text-only means such as e-mail, text messages, or chat functions

To enable remote participation, a board must first, after public notice and hearing, adopt a written policy governing remote participation by board members and the public that contains the limitations noted above.

Notice of all board meetings is required as usual (see § 406). When the public may attend via remote methods, notice must include the means by which the public may access the meeting remotely, and a location for the public to attend in person (except in case of an emergency).

A board must make all documents and materials to be considered by the board available, electronically or otherwise, to the public who attend remotely to the same extent customarily available to the public who attend in person, provided no additional costs are incurred by the board.

All votes during a board meeting using remote methods must be by roll call vote that can be seen and heard if using video technology, or heard if using audio technology only, by other board members and the public. A board member who participates remotely is considered present for purposes of a quorum and voting.

Remote participation is not permitted for town meetings or regional school unit budget meetings.

As we noted above, FOAA's temporary provision authorizing remote board meetings, which does not require adoption of a local policy, remains in effect until July 30, 2021 (see § 403-A). After that date, boards are not authorized to permit remote participation without first adopting a written policy in compliance with the new law (see § 403-B). For a sample remote participation policy, see this link: [__https://bit.ly/2SDIhDQ__](https://bit.ly/2SDIhDQ) (By R.P.F.)