

**Town of Belgrade**  
**Board of Selectpersons**

Sept. 1, 2020 / 6:30 p.m.

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

**A G E N D A**

**Call to Order and Pledge of Allegiance**  
***Open Meeting***

**1. PUBLIC COMMENT**

**2. OLD BUSINESS**

A. Approval of Aug. 25, 2020, **Selectboard minutes.**

**3. NEW BUSINESS**

A. **Board appointments**

1. Carol Johnson – Budget Committee

2. Michael Barrett – Transfer Station & Recycling Center Committee

B. Consideration of awarding contract for **LED streetlight conversion.**

C. Consideration of **Transfer Station paving RFP.**

D. Consideration of a **Nov. 3 ballot question and public hearing** regarding the proposed moratorium ordinance.

E. Consideration of updated **Code Enforcement Officer job description.**

F. Consideration of **tree removal at Bickford Ellis Cemetery.**

**4. WARRANT**

**5. TOWN MANAGER REPORT**

**6. EXECUTIVE SESSION** – Personnel matters 1 M.R.S.A. §405(6)(A) – Evaluation of the Town Manager

**Town of Belgrade**  
**Board of Selectpersons**  
Aug. 25, 2020 / 6:30 p.m.

**MINUTES**

**Selectboard members present:** Melanie Jewell, Rick Damren, Ernst Merckens, Kathi Wall, Dan Newman

**In attendance:** David Bonar, Bruce Galouch, Shawn Grant, Mandy Grant, Town Manager Anthony Wilson, Christina Wilson, Jay Bradshaw, Deborah McHenry, Valerie Hudspath, Norma Blazer, MacGregor Stocco, Matti Bradley, Jack Sutton, Kathy McElway, Craig Alexander, Katherine Couture, Lenny Reich, Barbara Allen, Cory Alexander, Paul Feinberg, Liz Fontaine, Nicholas Alexander, Scott Damren, Gary Mahler, Town Clerk Mary Vogel, Paula Varney, Fire Chief Dan MacKenzie, Peter Greene, Richard Bourne, Jason Cooke, Gary Dustin, Joshua McHenry, Todd Yolish, David Doten, Linda Bacon.

Board Chair Melanie Jewell called the meeting to order at 6:30 p.m. and led the Pledge of Allegiance. Rick Damren moved to open the meeting. Ernst Merckens seconded. Motion approved 5-0.

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

**2. OLD BUSINESS**

A. Kathi Wall moved approval of the Aug. 4, 2020, Selectboard minutes. Mr. Merckens seconded. Motion approved 5-0.

**3. NEW BUSINESS**

A. Board appointments:

1. Norma Blazer – Appeals Board. Mr. Damren moved approval. Mr. Merckens seconded. Motion approved 5-0.
2. David Bonar – Appeals Board and Cemetery Committee. Mr. Damren moved approval. Mr. Newman seconded. Motion approved 4-0 (Jewell absent).
3. Richard Bourne – Assessment Review Board (reappointment). Mr. Merckens moved approval. Mr. Newman seconded. Motion approved 4-0 (Ms. Jewell absent).
4. Elizabeth Fontaine – Assessment Review Board. Mr. Newman moved approval. Mrs. Wall seconded. Motion approved 4-0 (Ms. Jewell absent).
5. Carol Johnson – Budget Committee. Mrs. Wall moved to table. Mr. Merckens seconded. Motion approved 4-0 (Ms. Jewell absent).
6. Katherine Tagtmeir – Library Trustees (non-voting seasonal representative). Mrs. Wall moved moved approval. Mr. Merckens seconded. Motion approved 4-0 (Ms. Jewell absent).
7. Craig Alexander – Planning Board (reappointment). Mr. Merckens moved approval. Mr. Newman seconded. Motion approved 4-0 (Ms. Jewell absent).



8. Peter Rushton – Planning Board (reappointment). Mrs. Wall moved approval. Mr. Newman seconded. Motion approved 4-0 (Ms. Jewell absent).
  9. MacGregor Stocco – Planning Board. Mr. Newman moved approval. Mrs. Wall seconded. Motion approved 4-0 (Ms. Jewell absent).
  10. Valerie Hudspath – Roads Committee. Mr. Newman moved approval. Mr. Merckens seconded. Motion approved 4-0 (Ms. Jewell absent).
  11. Katherine Couture – Transfer Station & Recycling Center Committee. Mr. Damren moved approval. Mr. Merckens seconded. Motion approved 5-0.
  12. Christina Wilson – Transfer Station & Recycling Center Committee. Mr. Damren moved approval. Mrs. Wall seconded. Motion approved 5-0.
- B. Consideration of Moorings Committee recommendations. Ms. Jewell read the committee's charge and its recommendations into the record. Mr. Damren questioned the need for the recommendations and how they would be enforced. Ms. Jewell and Mrs. Wall said there is value in engaging in the conversation. Craig Alexander encouraged a solution that would allow people to accommodate friends and family sleeping aboard boats at docks. Matti Bradley raised environmental concerns about liveaboard boats. Mr. Newman suggested the issue be raised at the annual summer residents meeting. Several people agreed public forums to gather more input would be helpful. The Town Manager offered to coordinate a public forum that would accommodate the schedules of the Moorings Committee and Selectboard.
- C. Consideration of Transfer Station shredding event and discontinuation of Tuesday hours. Mrs. Wall moved approval of the event as proposed. Mr. Merckens seconded. Motion approved 5-0. The document-shredding event will be from 9 a.m.-1 p.m. Saturday, Sept. 12. It will be free for Town residents. Rome and Mount Vernon residents may participate for \$5 per vehicle, with coupons purchased at those town offices. There will be no limit on how much paper people may bring. Mr. Damren moved to discontinue Tuesday hours effective after Sept. 1. Mr. Merckens seconded. Motion approved 5-0.
- D. Consideration of updated mutual aid agreement with the Rome Fire & Rescue Department. The agreement incorporates language related to the towns of Belgrade and Rome splitting the cost of a second full-time firefighter and EMS provider. Mr. Damren moved approval. Mrs. Wall seconded. Motion approved 5-0.
- E. Consideration of moratorium ordinance for solar and wind farms, cell towers, and subdivisions. If approved by voters Nov. 3, the moratorium would be in effect for 180 days for permit applications related to the applicable developments. That will give the Planning Board time to address inadequacies in the subdivision and commercial development review ordinances. The Town Manager noted that work is expected to be completed in time for voters to consider as part of the annual



Town Meeting. Ms. Jewell moved approval. Mrs. Wall seconded. Motion approved 5-0.

- F. Consideration of sand and road salt/sand mix RFP. Mr. Damren moved to approve the RFP as presented. Mr. Merckens seconded. Motion approved 5-0. The Town Manager said he will return with RFPs Sept. 15 with an intention of awarding a contract by mid-October.
  - G. Update from Town representatives on the ad-hoc salt well contamination committee and consideration of related items. Ms. Jewell, who serves on the committee, updated the Board on two matters: water testing at the Town Office well and containing salt spillage at the salt/sand shed. Ms. Jewell moved to approve testing for volatile organic compounds and semi-VOCs at an estimated cost of \$175, methanol at an estimated cost of \$220, and formaldehyde at an estimated cost of \$440, to be paid from the Selectboard's special projects line item. Mr. Damren seconded. Motion approved 5-0. The Board instructed the Town Manager to explore costs for erecting cement barriers on the edges of the pavement at the shed and installing a catch basin there. Mr. Wilson said he will discuss that with the DOT and local contractors.
  - H. Consideration of certification of tax assessment. Mr. Damren moved approval. Mrs. Wall seconded. Motion approved 5-0.
4. WARRANT. Ms. Jewell moved to approve Warrant 114 in the amount of \$549,470.71. Mr. Damren seconded. Motion approved 5-0.
5. TOWN MANAGER REPORT. Mr. Wilson reported a white pine on the Village Green is dead and needs to be removed at a cost of \$2,500. The Board asked the Town Manager to determine if the tree is in the DOT right-of-way and should be a state expense. He will consult with the Road Commissioner if it is a Town responsibility. After hearing from Transfer Station Committee chair Bruce Galouch, the Board instructed the Town Manager to present a recrafted RFP for Transfer Station paving at the next Board meeting.
- The Board OK'ed the Town Manager's idea of creating a sledding hill behind the Town Office after hearing MMA assurances it would create no liability for the Town. Mr. Wilson reported Pike Industries refunded the Town \$2,614 after missing a de-escalation in pricing in a June invoice from the completion of the road paving project. Mr. Damren moved the Library end the practice of requiring appointments, effective immediately. Ms. Jewell seconded. Motion approved 5-0.
6. EXECUTIVE SESSION: 1 M.R.S.A. §405(6)(E) – Consultation with Town attorney. Ms. Jewell moved that the Board exit open session at 8:47 p.m. Mr. Merckens seconded. Motion approved 5-0. Ms. Jewell moved the Board enter executive session at 8:47 p.m. Mr. Merckens seconded. Motion approved 5-0. Mr. Damren moved the Board exit executive session at 9:32 p.m. Mrs. Wall seconded. Motion approved 5-0. Mr. Damren moved the Board re-enter open session. Mr. Newman seconded. Motion approved 5-0.



Ms. Jewell moved to authorize the Town's legal counsel to carry out the instructions given to him in executive session. Mr. Newman seconded. Motion approved 5-0. Mrs. Wall moved to adjourn at 9:34 p.m. Mr. Merckens seconded. Motion approved 5-0.

DRAFT

## TOWN OF BELGRADE



### Board/Committee Appointment & Re-appointment Application

Application for Appointment or re-appointment to:

☐ Planning Board  
☐ Board of Appeals  
☐ Dams Committee  
☐ Cemetery Committee  
☐ 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 Carol Johnson  
Address 194 Main St. Belgrade (Leke) ME  
Phone # (Home) \_\_\_\_\_ (Work) \_\_\_\_\_ Email: Vicromeo@aol.com  
Place of Employment retired  
Education & Experience 42 years w/ Allstate Insurance. Sold agency 2 yrs ago. Still do life insurance for agency -  
CBIC College & Class 172  
Interests and Hobbies Anything related to water -  
worked with TOBCV project since inception  
Why do you wish to serve on a municipal board or committee?

I feel we all are called to civic responsibility. Time available  
with TOBCV winding down

#### References

Name Gary Mahler Phone # 495-2470  
Name Bill Pulsifer Phone # 495-3855

Please Return to:

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

Email Address: Vicromeo@aol.com





Published on *Belgrade ME* (<https://www.townofbelgrade.com>)

[Home](#) > [Departments](#) > [Town Clerk](#) > [Online Board/Committee Appointment Application](#) > [Webform results](#) > Online Board/Committee Appointment Application

Submission information

Form: [Online Board/Committee Appointment Application](#) <sup>[1]</sup>

Submitted by Anonymous (not verified)

August 17, 2020 - 4:18pm

199.119.66.45

Your Application Information:

**Today's Date:**

**Board/Committee for (Re)Appointment:**

Transfer Station & Recycling Committee

**Years Served if Reappointment:**

Your Contact Information:

**Name:**

Michael Barrett

**E-mail Address:**

MEBARRETT2017@TWC.COM

**Home Phone Number:**

12075224748

**Work Phone Number:**

**Place of Employment:**

**Address:**

**Street:**

PO Box 246

**City:**

BELGRADE LAKES

**State:**

Maine

**Zipcode:**

04918

**Education & Experience:**

Too many years involved with town government.

**Interests & Hobbies:**

Boating, fishing and serving my town.

**Why Do You Wish to Serve?**

To Quote Oscar the Grouch, " I love trash"

**References:****Reference #1 Name & Phone:**

Nick Poole

**Reference #2 Name & Phone:**

Bernard Fishman

**Source URL:** <https://www.townofbelgrade.com/node/7703/submission/101>

**Links**

[1] <https://www.townofbelgrade.com/committeeapplication>



# Memo

To: Board of Selectpersons  
From: Anthony Wilson, Town Manager  
Date: Sept. 1, 2020  
Re: Streetlight LED RFP

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Voters on July 14 approved converting the Town's 42 streetlights to LED by a vote of 765-109 (87.5 percent). Three vendors submitted proposals in response to our Request for Proposals. See attached.

Affinity LED, based in Portsmouth, NH, submitted the low bid. Affinity has converted streetlights for an impressive number of Maine communities, including Augusta, Waterville, Chelsea, Fairfield, Farmingdale, Gardiner, Hallowell, Winslow, Benton, Manchester, Readfield and Winthrop.

The total project cost is \$16,653. The energy savings from the LED fixtures would result in a payoff in approximately 34 months.

However, we could network our streetlights at a cost of \$24,168, which would extend the payoff to 45 months. Affinity President Steve Lieber and John Branagan, the company's project manager, will attend the Selectboard meeting to discuss the future advantages of doing so. Committing to that would eclipse the amount approved by voters by \$1,468. That difference could be funded with unspent monies in our line item for streetlight electricity. Through August, we have spent \$4,158 of the \$10,000 budget.

Mr. Lieber tells me this project could be completed in the first quarter of 2021.

We recommend approval.

Town of Belgrade  
990 Augusta Road  
Belgrade, Maine 04917  
Telephone: 207-495-2258  
Pricing Sheet  
Aug. 5, 2020

Pricing sheet:

1. Audit, design, installation and first-year maintenance: \$ 8,017  
Lump sum price:
2. Annual maintenance beyond first year: \$ 0.00\*\*  
Quote per year: *(Affinity can help coordinate a maint. agreemer  
with an qualified electrician for greater savings)*
3. Extended manufacturer's warranty through 10 years: \$ 0.00  
Lump sum price: *(already included)*
4. Estimated price to install new Town-owned pole:  
Budget price: CMP responsibility  
*(Affinity can help navigate the process)*
5. Remove light, arm assembly and secure electrical  
on pole:  
Price per light: \$ 138.87 / ea

Unit pricing:

- 1: Supply and install new arm at installation of LED luminaire:
  - 4 feet long: Arm only \$ 125.00 / ea per arm
  - 6 feet long: Arm Only \$ 125.00 / ea per arm
  - 8 feet long: \$ TBD / ea per arm
  - Other: Installation \$ 138.87 / ea per arm
  - Other: NET for 4/6ft arm and installation \$ 263.87 / ea NET install & arm



2. Luminaires:

<u>18</u>	watts Cobra	<u>\$ 157.00</u>
<u>50</u>	watts Cobra	<u>\$ 207.00</u>
<u>100</u>	watts Cobra	<u>\$ 253.00</u>

3. TOTAL Project:

Smart Ready	<u>\$ 16,653.00</u>
Full Network	<u>\$ 24,168.00</u>

# APPENDIX C - TANKO LIGHTING

**Town of Belgrade  
990 Augusta Road  
Belgrade, Maine 04917  
Telephone: 207-495-2258  
Pricing Sheet  
Aug. 5, 2020**

## Pricing sheet:

1. Audit, design, installation and first-year maintenance:  
Lump sum price: \$18,000
2. Annual maintenance beyond first year:  
Quote per year: \$600 per year estimated  
(time and material) \*
3. Extended manufacturer's warranty through 10 years: \* Increases by 3% each year.  
Lump sum price: \$0 - Included in Pricing
4. Estimated price to install new Town-owned pole:  
Budget price: \$1375
5. Remove light, arm assembly and secure electrical  
on pole:  
Price per light: \$200

## Unit pricing:

- 1: Supply and install new arm at installation of LED luminaire:  
4 feet long: \$510  
6 feet long: \$530  
8 feet long: \$560  
Other: \_\_\_\_\_  
Other: \_\_\_\_\_



GE Pricing - All fixtures include photocell costs

2. Luminaires:

<u>23</u> watts	<u>\$301</u>
<u>32</u> watts	<u>\$316</u>
<u>43</u> watts	<u>\$333</u>
<u>84</u> watts	<u>\$386</u>
<u>      </u> watts	<u>          </u>

Town of Belgrade  
990 Augusta Road  
Belgrade, Maine 04917  
Telephone: 207-495-2258  
Pricing Sheet  
Aug. 5, 2020



**REALTERM**  
ENERGY

**Pricing sheet - Photocell Option:**

1. Audit, design, installation and first-year maintenance:

Lump sum price: \$ 19,722.00

2. Annual maintenance beyond first year:

Quote per year: \$ 1,360.00

3. Extended manufacturer's warranty through 10 years:

Lump sum price: Included in Item #1

4. Estimated price to install new Town-owned pole:

Budget price: \$ 391.00

5. Remove light, arm assembly and secure electrical on electrical pole

Price per light: \$ 97.00

**Unit pricing:**

1: Supply and install new arm at installation of LED luminaire:

4 feet long: \$ 187.50

6 feet long: \$ 214.75

8 feet long: \$ 278.50

**Luminaires:**

18 watts \_ATBX P20 MVOLT R2 XK MP NL P7 \$ 128.50

28 watts \_ATBX P40 MVOLT R2 XK MP NL P7 \$ 128.50

60 watts \_ATBX P70 MVOLT R2 XK MP NL P7 \$ 164.50

94 watts \_ATBM P20 MVOLT R2 XK MP NL P7 \$ 256.50

Luminaire pricing above include a DLL127F 1.5 JU photocell.

Town of Belgrade  
990 Augusta Road  
Belgrade, Maine 04917  
Telephone: 207-495-2258  
Pricing Sheet  
Aug. 5, 2020



**REALTERM**  
ENERGY

**Pricing sheet - Smart Control (Ubicquia) Option:**

1. Audit, design, installation and first-year maintenance: Lump sum price:	\$	23,671.00
2. Annual maintenance beyond first year: Quote per year:	\$	1,360.00
3. Extended manufacturer's warranty through 10 years: Lump sum price:	Included in Item #1	
4. Estimated price to install new Town-owned pole: Budget price:	\$	391.00
5. Remove light, arm assembly and secure electrical on electrical pole Price per light:	\$	97.00

**Unit pricing:**

1: Supply and install new arm at installation of LED luminaire:		
4 feet long:	\$	187.50
6 feet long:	\$	214.75
8 feet long:	\$	278.50

**Luminaires:**

18 watts _ATBX P20 MVOLT R2 XK MP NL P7	\$	222.25
28 watts _ATBX P40 MVOLT R2 XK MP NL P7	\$	222.25
60 watts _ATBX P70 MVOLT R2 XK MP NL P7	\$	258.25
94 watts _ATBM P20 MVOLT R2 XK MP NL P7	\$	350.25

Luminaire pricing above include Ubicquia Smart Controls.

# Memo

To: Board of Selectpersons  
From: Anthony Wilson, Town Manager  
Date: Sept. 1, 2020  
Re: Transfer Station paving RFP

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Before the pandemic, the Town issued a Request for Proposals for paving at the Transfer Station. One of the respondents to that RFP proposed an idea that did not occur to us but that we liked very much. To ensure that all contractors had an opportunity to bid on the same scope of work, we decided to reissue the RFP. All of the contractors, including the one who proposed the new idea, were agreeable to that.

Then the pandemic hit, delaying that process.

At the Board's direction, we are seeking approval of the attached revised RFP. We have sent this to the Transfer Station Committee for its review, and we will invite them to the Selectboard meeting to offer comments. We plan on sending this RFP to the original half-dozen bidders and posting it on the Maine Municipal Association website, which many contractors follow closely.

If the Board approves of this RFP, we will accept proposals through Sept. 29 and will bring a recommendation for your consideration to the Oct. 6 Selectboard meeting.

We recommend approval of the RFP.



# REQUEST FOR PROPOSALS TRANSFER STATION PAVING

## I. INTRODUCTION

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

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

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

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

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

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

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

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

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

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

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

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

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

## **II. SCOPE OF SERVICES**

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

## **III. PROPOSAL SUBMISSION REQUIREMENTS**

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

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

## **IV. SELECTION CRITERIA**

Proposals will be evaluated based on the following criteria:

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

Prior experience with similar projects (20%)

Qualifications and experience of firm (25%)

Cost (25%)

References (10%)

#### **V. ACCEPTANCE/REJECTION**

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

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

Date: \_\_\_\_\_, \_\_\_\_\_

By: \_\_\_\_\_  
Town Manager

DRAFT



## Appendix A

### SPECIFICATIONS

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

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

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

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

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

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



## Exhibit 1

### SERVICES AGREEMENT

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

WITNESSETH:

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

#### I. SCOPE OF SERVICES

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

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

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

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

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

## II. CONTRACTOR OBLIGATIONS

The CONTRACTOR warrants:

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

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

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

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

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

## III. COMPLETION OF SERVICES/COMPLETION DATE

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

## IV. CONTRACT PRICE



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

#### V. PROGRESS PAYMENTS

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

#### VI. GUARANTEE

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

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

#### VII. PERMITS AND LICENSES

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

#### VIII. TOWN'S RIGHT TO TERMINATE CONTRACT

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

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

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

#### IX. INSURANCE

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

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

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



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

#### X. INDEMNIFICATION

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

#### XI. LIENS

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

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

## XII. ASSIGNMENT

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

## XIII. SUBCONTRACTS

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

## XIV. USE OF PREMISES

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

## XV. CLEANING UP

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

## XVI. FINAL PAYMENT

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



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

#### XVII. TOWNSHIP OF DOCUMENTS

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

#### XVIII. DISCLAIMER

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

#### XIX. FORCE MAJEURE

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

#### XX. NON-WAIVER

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

## XI. NOTICES

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

TO TOWN: \_\_\_\_\_, Town Manager  
Town of \_\_\_\_\_  
\_\_\_\_\_

TO CONTRACTOR: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

## XXII. REMEDIES

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

## XXIII. COMPLIANCE WITH APPLICABLE LAWS

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

## XIV. RELEASE OF INFORMATION

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

## XV. EXTENT OF AGREEMENT

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



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

Witness                      TOWN  
By: \_\_\_\_\_

\_\_\_\_\_  
Town Manager  
CONTRACTOR

Witness                      By: \_\_\_\_\_  
\_\_\_\_\_  
Its \_\_\_\_\_

DRAFT

# Memo

To: Board of Selectpersons  
From: Anthony Wilson, Town Manager  
Date: Sept. 1, 2020  
Re: Public hearing for moratorium ordinance

---

Now that the Selectboard has approved placing the proposed moratorium ordinance on the Nov. 3 ballot, the Board must approve the ballot language. We propose:

To proceed with voting, by secret ballot, on the following question: Shall the Town of Belgrade enact a 180-day moratorium on permit applications for solar and wind farms, cell towers, and subdivisions?

Also, a time and date need to be set for a public hearing on the proposed ordinance.

**Moratorium Ordinance  
Regarding Commercial Solar Facilities, Commercial Wind Energy Facilities,  
Telecommunications Towers, and Subdivisions**

The TOWN OF BELGRADE, MAINE, adopts a Moratorium Ordinance to be known as the Moratorium Ordinance Regarding Commercial Solar Facilities, Commercial Wind Energy Facilities, Telecommunications Towers, and Subdivisions as follows:

WHEREAS, developers of commercial solar farms have expressed interest in developing facilities in Belgrade, where undeveloped land is plentiful and regulation of such developments is minimal, and having received and approved one such solar project application, the Town of Belgrade Planning Board reasonably anticipates others could soon follow; and

WHEREAS, the Planning Board has the same concerns regarding existing regulations for wind energy facilities and telecommunications towers; and

WHEREAS, the Planning Board is engaged in a massive rewrite of the Town's Subdivision Ordinance, which was adopted in 1988 and is no longer consistent with state law; and

WHEREAS, the Planning Board deems the Town's Commercial Development Review Ordinance and Subdivision Ordinance to be inadequate in addressing issues relevant to commercial solar facilities, wind energy facilities, telecommunication towers, and subdivisions that pose potential serious public harm, including, but not limited to, environmental impacts, the lack of decommissioning plans, and financial assurances that sites will be adequately completed and/or restored once they outlive their commercial usefulness; and

WHEREAS, the Town may need 180 days, or more, to develop, to earn voter approval, and to implement the necessary amendments to the Commercial Development Review Ordinance and the Subdivision Ordinance to accommodate these potential development pressures; and

WHEREAS, amendments to the Commercial Development Review and the Subdivision ordinances require a public hearing by the Planning Board and the Board of Selectpersons, and then must be voted upon at a Town Meeting; and

WHEREAS, in the judgment of the Town, these facts create a threat of serious public harm within the meaning of 30-A MRSA §4356(1)(B) and require the following Moratorium Ordinance as immediately necessary for the preservation of the public health, safety, and welfare.

NOW, THEREFORE, the Town of Belgrade hereby ordains that the following Moratorium Ordinance be enacted:

**I. AUTHORITY**

This Moratorium Ordinance is enacted pursuant to 30-A MRSA §4356, Article VIII, Part Second of the Constitution of the State of Maine, and 30-A MRSA §3001.

**II. PURPOSE**

The purpose of this Moratorium Ordinance is to allow municipal officials the appropriate time to evaluate and address concerns as they pertain to the adequacy of the Town's existing land use ordinances and regulations to provide protection for the public health, safety, and welfare of the Town of Belgrade.

### III. MORATORIUM

The Town of Belgrade hereby declares and imposes a moratorium effective immediately and applicable, to the maximum extent permitted by law and subject to the severability clause below, to all proceedings, applications and petitions not pending (within the meaning of 1 MRSA §302) as of November 4, 2020, and on any new construction or use, requiring approval under the terms of the Town's planning ordinances and regulations for such time until the effective date of the necessary amendments to the Commercial Development Review and Subdivision ordinances and regulations or until May 5, 2021. The Planning Board, Board of Appeals, the Code Enforcement Officer, and all other Town agencies and Town employees shall neither accept nor approve applications, plans, permits, licenses, and/or fees for any new construction or uses governed by this Moratorium Ordinance for such commercial solar facilities, wind energy facilities, telecommunications towers, and subdivisions for said period of time.

### IV. SEVERABILITY

To the extent any provision of this moratorium ordinance is deemed invalid by a court of competent jurisdiction, the balance of the moratorium ordinance shall remain valid.

### V. INCONSISTENCY

To the extent any provision of the Town's Commercial Development Review and Subdivision ordinances and regulations are inconsistent or conflicting with the provisions of this Moratorium Ordinance, including, without limitation, the requirements for site plan review by the Planning Board, subdivision and/or special exception review by the Planning Board, are hereby repealed to the extent that they are applicable for the duration of the Moratorium Ordinance hereby ordained, but not otherwise.

### VI. EMERGENCY

In view of the conditions cited in the preamble, this Moratorium Ordinance shall take effect immediately upon passage by the Town, shall apply, to the maximum extent permitted by the law but subject to the severance clause above, to all proceedings, applications and petitions not pending as of November 5, 2020, and shall stand repealed as of May 5, 2021.

### VII. DEFINITIONS

COMMERCIAL SOLAR FACILITY: Any ground-mounted solar energy system, and its associated facilities, that generates a nameplate capacity of 125kw or greater.

SUBDIVISION: As defined by 30-A MRSA §4401, as amended.

TELECOMMUNICATIONS TOWER: Any structure that is designed and constructed primarily for the purpose of supporting one or more antennas, including, but not limited to, camouflaged towers, lattice towers, guyed towers, and monopoles, for the purpose of transmitting or relaying radio frequency signals, including but not limited to radio, television, cellular, and personal communication service frequencies.

WIND ENERGY FACILITY: A facility that uses one or more wind turbines to convert wind energy to electrical energy for the purpose of exporting the energy. The term does not include wind turbines whose primary purpose is to supply residential or non-residential uses on the site where it is located. A wind energy facility includes both the generating facilities and associated power converters or substations.

# Memo

To: Board of Selectpersons  
From: Anthony Wilson, Town Manager  
Date: Sept. 1, 2020  
Re: CEO job description

---

Chapter 13, titled Growth and Development, of the update to the Town's Comprehensive Plan called for a review and revision of the Code Enforcement Officer's job description along with the establishment of performance goals.

Goals were established in April 2020 during the CEO's performance review, his first in nearly three decades of service to the Town.

Attached is a draft update of the CEO job description, last approved by the Selectboard in 2013. (A copy of that document is also attached.) The update includes recommendations made by the Maine Municipal Association. Code Enforcement Officer Gary Fuller has reviewed this updated description and confirmed it accurately reflects his duties and responsibilities.



# TOWN OF BELGRADE



## TOWN MANAGER JOB DESCRIPTION

APPROVED ON 09/01/2020

## **Code Enforcement Officer**

### **Nature of work:**

This is technical and professional administrative work responsible for the uniform and equitable enforcement of municipal codes, planning ordinances, and other applicable local, federal and state regulations and laws.

Work is performed under the general direction of the Town Manager, but the Code Enforcement Officer is expected to exercise considerable independent judgment, discretion and initiative in accomplishing code enforcement objectives. This position requires considerable contact with the public. Work is reviewed through reports, discussions and results achieved.

### **Essential duties and responsibilities:**

According to established timetables and processes, reviews all plans submitted with building and planning permit applications to ensure plans are sound and comply with appropriate municipal, state, and federal ordinances and regulations. Makes recommendations to applicants to ensure compliance with codes.

Issues building permits to appropriate applicants according to established procedures to ensure building construction complies with the appropriate municipal, state and federal ordinances, laws and regulations. Calculates fees for such permits.

Inspects all plumbing (internal and external) for compliance with the State's plumbing code. Inspects buildings under construction, alteration or repair for compliance with building, electrical and planning requirements and to ensure their safety.

Enforces the local shoreland zoning ordinance in accordance with procedures contained therein.

Investigates complaints of possible code violations, including building, plumbing and sanitation codes, and land-use laws; enforces rules and regulations to ensure compliance; and initiates legal action when necessary, according to established procedures.

Staffs and attends meetings of the Planning Board and the Board of Appeals to provide information concerning applications and appeals made to the Board(s) to assist in their decision-making.

Collects fees authorized by the Town and the State of Maine.

Keeps a complete record of all essential transactions of the office, including applications submitted, permits granted or denied, variances granted or denied, revocation actions, revocation of permits, appeals, court actions, violations investigated, violations found and fees collected.

Inspects buildings for occupancy permits, when required.



Inspects old and/or potentially dangerous buildings for fire and other dangers, conferring with the Town Manager and/or Selectboard, when necessary.

Provides code information as requested by banks, attorneys, real estate agents, developers, and individuals.

**Requirements of work:**

Knowledge of pertinent municipal, state and national building and zoning codes and related laws and ordinances, along with knowledge of all types of building construction, materials, methods and stages of construction, and knowledge of methods and techniques of inspection with an understanding of plans and blueprint specifications.

Knowledge of the MUBEC building and energy codes, plumbing codes and permit regulations, and N.F.P.A. codes.

Ability to conduct field inspections, recognize violations, obtain compliance, and initiate enforcement actions. Knowledge of approved methods and practices of conducting health and sanitation inspections, and of legal procedures involved in the enforcement of codes and ordinances.

Ability to work firmly, courteously and harmoniously with contractors, workers, building owners, other municipal employees and the general public, even if under adverse or strained conditions. Ability to establish and maintain effective working relationships with fellow Town employees and the general public.

Ability to maintain records and prepare reports, including a quarterly written activity report to the Selectboard.

Must pass a background check and possess a valid Maine driver's license.

**Training and experience required:**

Considerable experience in the construction industry or as a journeyman carpenter, electrician or plumber; graduation from an accredited high school, supplemented by vocational training in building construction, structural design, or a related field; college courses in a related field; or any equivalent combination of experience and training. CEO certification and plumbing inspections license (internal and external) required. Must be physically capable of properly completing inspection requirements.

**Work week:**

This position is allowed up to 25 hours per work week, including required office hours of 4:30 p.m.-7 p.m. Thursdays. Some weekend work is required. Must attend all Planning Board meetings and, if requested, site visits.

# TOWN OF BELGRADE



## CODE ENFORCEMENT OFFICER

### JOB DESCRIPTION

APPROVED ON 04/02/2013



# **TOWN OF BELGRADE**

## **CODE ENFORCEMENT OFFICER (CEO)**

### **JOB DESCRIPTION**

**Nature of work:** Hired by the Town Manager, approved by the Select Board

This is technical and administrative work responsible for the equitable enforcement of all Municipal & State Ordinances and other applicable Federal Ordinances as required.

Work is performed under the general direction of the Town Manager; however, the CEO is expected to exercise independent initiative and judgment in accomplishing code enforcement objectives. This position requires considerable contact with the public.

#### **Essential Duties & Responsibilities:**

- Under established timetables, reviews all plans submitted with building permit applications to ensure that the plans are in compliance with the appropriate Municipal, State, and Federal Ordinances and Regulations,
- Attend meetings and works directly with the Planning Board in reviewing building permit applications,
- Inspects all plumbing (both internal and external) for compliance with State's Plumbing Code,
- Investigates complaints of possible code violations, including building, plumbing, sanitation, DEP Shoreline Zoning, and initiates appropriate actions to ensure compliance as necessary,
- Provides code information as requested by banks, lawyers, realtors, developers, and individuals,
- Inspects old and/or potentially dangerous buildings for fire and other dangers, confers with Town Manager and/or Select Board,
- Inspects building for "Occupancy Permits," when required,
- Collects fees authorized by the Town and/or the State,
- Prepares and maintains records and reports,
- Performs related work as required

### **Requirements of Work:**

- Knowledge of all types of building construction, materials, methods and stages of construction,
- Knowledge of methods and techniques of inspection and an understanding of plans and blueprint specifications,
- Knowledge of plumbing codes and permit regulations,
- Ability to recognize code violations and to take appropriate enforcement action,
- Ability to communicate professionally with the public both orally and in writing,
- Ability to deal with the public firmly, courteously, and harmoniously, even if under adverse or strained conditions,
- Knowledge of legal procedures involved in the enforcement of codes and/or ordinances,
- Ability to maintain records and prepare reports,
- Quarterly written activity report to the Select Board,
- Must pass background check and have a valid driver's license,
- Ability to establish and maintain effective working relationships with fellow employees and the general public.

### **Training and Experience Required:**

High School Diploma, valid driver's license. Must have considerable experience in the construction industry or as a journeyman carpenter, electrician, or plumber; a two year vocational program in building construction and/or structural design; college courses in a related field; or any equivalent combination of training and experience. Must be physically capable of properly completing inspection requirements,

### **Additional Necessary Requirements:**

Must have or obtain Code Enforcement Officer Certifications in all required fields of inspection within one year of hire, State Plumbing Inspection Licenses (both internal & external)

**Work Week:**

This position is allowed to work up to 19 hour per work week with office hours on Thursdays 4:30 to 7:00 p.m. Some weekend work is required. Must attend all Planning Board meetings and site visits, if requested.

**Benefits/Pay:**

Benefits will follow "Town of Belgrade/Employment Guidelines" for part-Time employees under 20 hours a week. Pay will follow the pay rate scale as outlined in the Employment Guidelines handbook.

U/files/personnel others/personnel/job descriptions/CEO 2013

Approved by Select Board at their April 2, 2013 regular scheduled meeting.

# Memo

To: Board of Selectpersons  
From: Anthony Wilson, Town Manager  
Date: Sept. 1, 2020  
Re: Tree removal

---

A dead tree at the Bickford Ellis Cemetery on Juniper Lane is threatening the historic cemetery and many of its gravestones. All Seasons Tree Service has provided the attached estimate for \$1,100 to remove the tree and trim some dead limbs on another tree. Although this is a Town cemetery, it actually sits on private property. The landowner has agreed to pay half of the cost, reducing the expense to the Town to \$550, which would be paid from cemetery maintenance funds.

We recommend approval.



All Seasons Tree Service LLC  
746 West Road  
Belgrade, ME 04917 US  
jfflood021@gmail.com

## Estimate 1023

ADDRESS

Belgrade, Town of

DATE  
07/31/2020

TOTAL  
\$1,100.00

EXPIRATION  
DATE  
07/31/2020

DATE	ACTIVITY	QTY	RATE	AMOUNT
	<b>Take Down Service</b> Takedown and haul away rotted tree over cemetery	1	700.00	700.00
	<b>Pruning</b> Prune Dead limbs from LG oak over gravestones	1	400.00	400.00

TOTAL

\$1,100.00

THANK YOU.

Accepted By

Accepted Date

Can you see if he will still pay for  
1/2 of the tree.

Thank you Chris

Warrant 117

Jrnl	Check	Month	Invoice Description	Reference		
Description			Account	Proj	Amount	Encumbrance
<b>00238 BAKER &amp; TAYLOR BOOKS # 510486</b>						
0439	20363	09	BOOKS AND PERIODICALS	5026332070		
BOOKS AND PERIODICALS			E 30-01-30-09		15.70	0.00
			LIBRARY / LIBRARY - SUPPLIES / BOOKS			
			<b>Invoice Total-</b>		<b>15.70</b>	
0439	20363	09	BOOKS AND PERIODICALS	5016332071		
BOOKS AND PERIODICALS			E 30-01-30-09		226.91	0.00
			LIBRARY / LIBRARY - SUPPLIES / BOOKS			
			<b>Invoice Total-</b>		<b>226.91</b>	
			<b>Vendor Total-</b>		<b>242.61</b>	
<b>00386 BOUNDTREE MEDICAL</b>						
0439	20364	09	FACE MASK COVID	83743224		
FACE MASK COVID			E 01-10-30-04		107.96	0.00
			GEN'L GOV. / ADMIN - SUPPLIES / OPERATING			
			<b>Vendor Total-</b>		<b>107.96</b>	
<b>00020 CENTRAL MAINE POWER</b>						
0439	20366	09	SALT AND SAND ELECTRIC	71000878641		
SALT AND SAND ELECTRIC			E 13-05-20-04		17.94	0.00
			FACILITIES / SALT & SAND - SERVICES / ELECTRICITY			
			<b>Invoice Total-</b>		<b>17.94</b>	
0439	20366	09	TOWN OFFICE ELECTRICITY	704000900099		
TOWN OFFICE ELECTRICITY			E 13-14-20-04		268.68	0.00
			FACILITIES / TOWN OFFICE - SERVICES / ELECTRICITY			
			<b>Invoice Total-</b>		<b>268.68</b>	
0439	20366	09	OLD TOWN HOUSE ELECTRCITY	722000794214		
OLD TOWN HOUSE ELECTRCITY			E 13-13-20-04		17.53	0.00
			FACILITIES / HISTRY HOUSE - SERVICES / ELECTRICITY			
			<b>Invoice Total-</b>		<b>17.53</b>	
0439	20366	09	DEPOT RD FD ELECTRICITY	722000794213		
DEPOT RD FD ELECTRICITY			E 13-07-20-04		34.05	0.00
			FACILITIES / FD:DEPOT - SERVICES / ELECTRICITY			
			<b>Invoice Total-</b>		<b>34.05</b>	
0439	20366	09	TS ELECTRICITY	706000896484		
TS ELECTRICITY			E 13-09-20-04		303.78	0.00
			FACILITIES / TRANSFER STA - SERVICES / ELECTRICITY			
			<b>Invoice Total-</b>		<b>303.78</b>	
0439	20366	09	GARAGE ELECTRICITY	723000767647		
GARAGE ELECTRICITY			E 13-04-20-04		45.97	0.00
			FACILITIES / GARAGE - SERVICES / ELECTRICITY			
			<b>Invoice Total-</b>		<b>45.97</b>	
0439	20366	09	10 DALTON ELECTRICITY	705000893090		
10 DALTON ELECTRICITY			E 13-11-20-04		84.51	0.00
			FACILITIES / DALTON - SERVICES / ELECTRICITY			
			<b>Invoice Total-</b>		<b>84.51</b>	
0439	20366	09	8 DALTON ELECTRICITY	720000819810		
8 DALTON ELECTRICITY			E 13-11-20-04		74.97	0.00
			FACILITIES / DALTON - SERVICES / ELECTRICITY			
			<b>Invoice Total-</b>		<b>74.97</b>	
0439	20366	09	18 DALTON ELECTRICITY	717000843183		
18 DALTON ELECTRICITY			E 13-11-20-04		16.31	0.00
			FACILITIES / DALTON - SERVICES / ELECTRICITY			
			<b>Invoice Total-</b>		<b>16.31</b>	
0439	20366	09	LAKES FD ELECTRICITY	723000764022		

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Jrnl	Check	Month	Invoice Description	Reference		
Description			Account	Proj	Amount	Encumbrance
LAKES FD ELECTRICITY			E 13-06-20-04		153.88	0.00
FACILITIES / FD:LAKES - SERVICES / ELECTRICITY						
Invoice Total-					153.88	
0439	20366	09	CFAS OUTBUILDING ELECTRIC	717000843502		
CFAS OUTBUILDING ELECTRIC			E 13-02-20-04		21.72	0.00
FACILITIES / CFAS - SERVICES / ELECTRICITY						
Invoice Total-					21.72	
0439	20366	09	CFAS ELECTRICITY	714000859391		
CFAS ELECTRICITY			E 13-02-20-04		187.87	0.00
FACILITIES / CFAS - SERVICES / ELECTRICITY						
Invoice Total-					187.87	
Vendor Total-					1,227.21	
00547 DEPOT PIT LLC						
0439	20367	09	GRAVEL WEST, GUPTILL RD	08/24/2020		
GRAVEL WEST, GUPTILL RD			E 10-01-20-07		616.00	0.00
PUBLIC WORKS / ROADS-GM - SERVICES / CONTRACTED						
Vendor Total-					616.00	
00000 EMBROIDERY B & INK						
0439	20368	09	SAFETY CLOTHING TS STAFF	45607		
SAFETY CLOTHING TS STAFF			E 15-05-30-08		287.48	0.00
SOLID WASTE / WASTE - SUPPLIES / CLOTHING						
Vendor Total-					287.48	
00051 ES&S ELECTION SYSTEMS & SOFTWARE						
0439	20369	09	EXTRA JULY 14 BALLOTS	1145257,114525		
EXTRA JULY 14 BALLOTS			E 01-35-25-05		600.58	0.00
GEN'L GOV. / ELECTIONS - PRINTING / BALLOTS						
Vendor Total-					600.58	
00008 FULLER, GARY R.						
0439	20370	09	MILEAGE REIMBURSEMENT 89	8/18-8/21/2020		
MILEAGE REIMBURSEMENT 89			E 01-20-20-02		39.16	0.00
GEN'L GOV. / CODE ENFORCE - SERVICES / TRANSPORTATI						
Vendor Total-					39.16	
00288 GALE/CENGAGE LEARNING						
0439	20371	09	BOOKS AND PERIODICALS	71112827		
BOOKS AND PERIODICALS			E 30-01-30-09		98.76	0.00
LIBRARY / LIBRARY - SUPPLIES / BOOKS						
Invoice Total-					98.76	
0439	20371	09	BOOKS AND PERIODICALS	71112978		
BOOKS AND PERIODICALS			E 30-01-30-09		124.10	0.00
LIBRARY / LIBRARY - SUPPLIES / BOOKS						
Invoice Total-					124.10	
Vendor Total-					222.86	
00434 GROUP DYNAMIC, INC.						
0439	20372	09	MONTHLY HRA	L2009-016000064		
MONTHLY HRA			E 23-10-99-99		28.00	0.00
INSURANCE / HRA ADMIN - EXPENSE / EXPENSE						
Vendor Total-					28.00	
00009 HAMMOND LUMBER COMPANY						
0439	20373	09	LIGHT SWITCH TOWN OFFICE	3558204		
LIGHT SWITCH TOWN OFFICE			E 13-14-35-05		4.58	0.00
FACILITIES / TOWN OFFICE - REPAIRS / ELECTRICAL						
Invoice Total-					4.58	

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Jrnl	Check	Month	Invoice Description	Reference		
Description			Account	Proj	Amount	Encumbrance
0439	20373	09	GUPTILL RD CULVERT	3577223		
GUPTILL RD CULVERT			E 10-01-30-04		561.98	0.00
			PUBLIC WORKS / ROADS-GM - SUPPLIES / OPERATING			
			Invoice Total-		561.98	
			Vendor Total-		566.56	
<b>00068 KAVESTONE LLC</b>						
0439	20374	09	WINGS MILLS DAM REPAIR	08/22/2020		
WINGS MILLS DAM REPAIR			E 96-01-99-99		35,256.36	0.00
			DAMS / DAMS - EXPENSE / EXPENSE			
			Vendor Total-		35,256.36	
<b>00040 POWER EQUIPMENT PLUS</b>						
0439	20375	09	CEMETERY WEED WHACKER	99215336		
CEMETERY WEED WHACKER			E 12-01-35-01		869.95	0.00
			CEMETERY / CEMETERY - REPAIRS / EQUIPMENT			
			Invoice Total-		869.95	
0439	20375	09	MOWER PARTS	99215335		
MOWER PARTS			E 13-01-35-01		97.07	0.00
			FACILITIES / GENERAL - REPAIRS / EQUIPMENT			
			Invoice Total-		97.07	
			Vendor Total-		967.02	
<b>00003 REGISTRY OF DEEDS</b>						
0439	20376	09	3 LIEN DISCHARGES			
3 LIEN DISCHARGES			E 01-10-47-01		57.00	0.00
			GEN'L GOV. / ADMIN - FEES / DISCHARGE			
			Vendor Total-		57.00	
<b>00034 RSU # 18</b>						
0439	20377	09	INSTALLMENT- SEPTEMBER	SEPTEMBER 2020		
RSU # 18 INSTALLMENT			E 31-01-99-99		547,833.16	0.00
			SCHOOL / RSU 18 - EXPENSE / EXPENSE			
			Vendor Total-		547,833.16	
<b>00099 SPECTRUM BUSINESS</b>						
0439	20378	09	AUGUST STATMENT	956055001081320		
CFAS			E 25-30-20-01		89.09	0.00
			RECREATION / REC PROGRAMS - SERVICES / COMMUNICATIO			
DEPOT FD			E 05-05-20-01		49.99	0.00
			PUBLIC SAFTY / FD/ RSC DEPT - SERVICES / COMMUNICATIO			
LIBRARY			E 30-01-20-01		86.32	0.00
			LIBRARY / LIBRARY - SERVICES / COMMUNICATIO			
TOWN OFFICE			E 01-10-20-01		109.57	0.00
			GEN'L GOV. / ADMIN - SERVICES / COMMUNICATIO			
TRANSFER STATION			E 15-05-20-01		119.98	0.00
			SOLID WASTE / WASTE - SERVICES / COMMUNICATIO			
LAKES FD			E 05-05-20-01		103.99	0.00
			PUBLIC SAFTY / FD/ RSC DEPT - SERVICES / COMMUNICATIO			
			Vendor Total-		558.94	
<b>00424 STEVENS, JASON</b>						
0439	20379	09	SHOULDER WORK ROADS	8/23/2020		
EXCAVATOR 44.5 HRS			E 10-01-20-06		5,708.00	0.00
			PUBLIC WORKS / ROADS-GM - SERVICES / RENTALS			
DUMPTRUCK 44.5 HRS			E 10-01-20-06		3,860.00	0.00
			PUBLIC WORKS / ROADS-GM - SERVICES / RENTALS			
1 TON TRUCK 46.5 HRS			E 10-01-20-06		960.00	0.00
			PUBLIC WORKS / ROADS-GM - SERVICES / RENTALS			
SKIDSTEER 6.5 HRS			E 10-01-20-06		362.00	0.00



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Jrnl	Check	Month	Invoice Description	Reference	Amount	Encumbrance
Description			Account	Proj		
			PUBLIC WORKS / ROADS-GM - SERVICES / RENTALS			
HAY MULCHER 1HR			E 10-01-20-06		125.00	0.00
			PUBLIC WORKS / ROADS-GM - SERVICES / RENTALS			
HAY 28			E 10-01-30-04		112.00	0.00
			PUBLIC WORKS / ROADS-GM - SUPPLIES / OPERATING			
SEED 1			E 10-01-30-04		88.00	0.00
			PUBLIC WORKS / ROADS-GM - SUPPLIES / OPERATING			
COMPACTOR 1 HR			E 10-01-20-06		125.00	0.00
			PUBLIC WORKS / ROADS-GM - SERVICES / RENTALS			
Vendor Total-					11,340.00	
00534 SUPER SHOES STORES/MACRO RETAIL						
0439	20380	09	TRANSFER STATION BOOTS	0108552-IN		
TRANSFER STATION BOOTS			E 15-05-30-08		119.99	0.00
			SOLID WASTE / WASTE - SUPPLIES / CLOTHING			
Vendor Total-					119.99	
00048 TREASURER, STATE OF MAINE						
0439	20381	09	PLUMBING PERMITS			
PLUMBING PERMITS			G 1-211-00		460.00	0.00
			GEN'L FUND / PLUMB. PERM.			
Vendor Total-					460.00	
00369 WB MASON CO, INC						
0439	20382	09	HILIGHTERS	212881646		
HILIGHTERS			E 01-10-30-03		8.99	0.00
			GEN'L GOV. / ADMIN - SUPPLIES / OFFICE			
Invoice Total-					8.99	
0439	20382	09	BLACK PENS	212950852		
BLACK PENS			E 30-01-30-03		20.99	0.00
			LIBRARY / LIBRARY - SUPPLIES / OFFICE			
Invoice Total-					20.99	
0439	20382	09	FACE MASK COVID	212950872		
FACE MASK COVID			E 30-01-30-04		28.99	0.00
			LIBRARY / LIBRARY - SUPPLIES / OPERATING			
Invoice Total-					28.99	
0439	20382	09	WATER LIBRARY	212950882		
WATER LIBRARY			E 30-01-30-05		45.72	0.00
			LIBRARY / LIBRARY - SUPPLIES / FOOD/WATER			
Invoice Total-					45.72	
Vendor Total-					104.69	

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Jrnl	Check	Month	Invoice Description	Reference		
Description			Account	Proj	Amount	Encumbrance
				Prepaid Total-	0.00	
				Current Total-	600,635.58	
				EFT Total-	0.00	
				Warrant Total-	600,635.58	

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

MELANIE JEWELL, SELECTPERSON CHAIR\_\_\_\_\_

RICHARD W. DAMREN, JR., V. CHAIR\_\_\_\_\_

DANIEL NEWMAN, SELECTPERSON\_\_\_\_\_

ERNST MERCKENS, SELECTPERSON\_\_\_\_\_

KATHLEEN WALL, SELECTPERSON\_\_\_\_\_

M. ANTHONY WILSON, TOWN MANAGER\_\_\_\_\_

# Memo

To: Board of Selectpersons  
From: Anthony Wilson, Town Manager  
Date: Sept. 1, 2020  
Re: Town Manager's report

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A resident on Rockwood Drive is mounting an effort to have Spectrum provide service on his road to replace the DSL Internet connection. He would like to spearhead a **grant application to ConnectME** to help offset the cost to the neighbors, and asks that the Town consider submitting it. ConnectME is a state government effort to facilitate availability of broadband to all Maine households. Its grant process will open in the spring. The resident assures his neighbors will seek no Town funding. If we are agreeable to helping, he suggested we publicize the opportunity to other underserved areas.

Reminder: The Town Office will be closed Monday, Sept. 7, for **Labor Day**.

If we haven't by now, we need to determine a date for the **forum on houseboats**.

The Belgrade Lakes Region Business Group recently announced it will not organize any **Harvest Fest** activities this October. Union Church plans to host some activities on Oct. 12. The church has asked the Recreation Department about hosting another artisan fair on the Village Green that day; Rec Director Lily Schubert is working toward that. We have heard other village businesses/entities may sponsor some other activities that day.

Heads-up: The **Town Manager** is taking a three-day staycation Sept. 16-18. Follow-up items after the Sept. 15 meeting will be addressed the following week.