## Town of Belgrade Board of Selectpersons Agenda

July 5, 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 <a href="https://us02web.zoom.us/j/81131427984">https://us02web.zoom.us/j/81131427984</a>

# Call to order and Pledge of Allegiance Public Hearing Franchise Renewal Agreement between the town of Belgrade and Charter Communications

#### Open meeting regular Selectboard Meeting

"Motion to approve the renewal of the Cable Franchise Agreement between the Town of Belgrade and Charter Communications"

#### 1. PUBLIC COMMENT

#### 2. OLD BUSINESS

- A. Approval of, June 20th, June 21st, & June 22nd, June 29, 2022 Selectboard Meeting Minutes.
- B. Approval of the Town of Belgrade harassment and sexual harassment policy/committee application.
- C. Discussion with All State Materials Group about East-West Lane shimming costs.

#### 3. NEW BUSINESS

#### 1.Appointments:

- a. Peter Sargent Planning Board Renewal
- **b**. Stuart McConnell Library Board of Trustees New Appointment
- **c**. Appointment of Interim ACO Dexter Bridges

#### 2. Resignations:

- a. George Seel, Mary Vogel & Kathi Wall Comprehensive Plan Committee
- 3. Set Mil Rate for Taxes
- 4. Ballot for the election to the Legislative Policy Committee
- 4. WARRANT
- 5. TOWN MANAGER REPORT
- **6. EXECUTIVE SESSION:** 1 M.R.S.A. §405(6)(A) Personnel matter



## The Belgrade Board of Selectpersons

#### will hold a

### **Public Hearing on the**

Franchise Renewal Agreement between the Town of

**Belgrade and Charter Communications** 

The hearing will be held at the Belgrade Town Office at 6:30 p.m. July 5, 2022, at 6:30 p.m.

The purpose of the hearing is for public comment on the renewal cable agreement.

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 copy of the proposed renewal agreement is attached or may be viewed on the Town of Belgrade website at www.townofbelgrade.com

#### OFFICER'S RETURN

# NOTICE OF POSTING 2022 PUBLIC HEARING FOR THE RENEWAL OF THE CABLE FRANCHISE AGREEMENT BETWEEN CHARTER COMMUNICATIONS AND THE TOWN OF BELGRADE

KENNEBEC, SS.

STATE OF MAINE

BY THE VIRTUE OF THE WITHIN PUBLIC HEARING NOTICES TO ME DIRECTED, I HAVE WARNED AND NOTIFIED THE VOTERS OF THE TOWN OF BELGRADE TO ASSEMBLE AT THE TIMES AND PLACES AND FOR THE PURPOSES THEREIN NAMED, BY POSTING ATTESTED COPIES OF THE TOWN WARRANT AT:, CHRISTY'S COUNTRY STORE, BELGRADE DEPOT POST OFFICE, THE BELGRADE LAKES POST OFFICE, THE BELGRADE PUBLIC LIBRARY, CENTER FOR ALL SEASONS AND THE BELGRADE TOWN OFFICE, THE SAME BEING PUBLIC AND CONSPICUOUS PLACES WITHIN THE SAID TOWN OF BELGRADE ON THE \_\_\_\_\_\_\_, 2022

FOR THE TOWN OF BELGRADE

#### FRANCHISE AGREEMENT

This Franchise Agreement ("Franchise") is between the Town of Belgrade, Maine, hereinafter referred to as the "Grantor" and Spectrum Northeast, LLC, locally known as CHARTER COMMUNICATIONS, hereinafter referred to as the "Grantee."

WHEREAS, the Grantor finds that the Grantee has substantially complied with the material terms of the current Franchise under applicable laws, and that the financial, legal and technical ability of the Grantee is sufficient to provide services, facilities and equipment necessary to meet the future cable-related needs of the community; and

WHEREAS, having afforded the public adequate notice and opportunity for comment, Grantor desires to enter into this Franchise with the Grantee for the construction and operation of a cable system on the terms set forth herein; and

**WHEREAS**, the Grantor and Grantee have complied with all federal and State-mandated procedural and substantive requirements pertinent to this franchise renewal;

NOW, THEREFORE, the Grantor and Grantee agree as follows:

## SECTION 1 Definition of Terms

- 1.1 <u>Terms</u>. For the purpose of this franchise the following terms, phrases, words and their derivations shall have the meaning ascribed to them in the Cable Communications Policy Act of 1984, as amended from time to time (the "Cable Act"), unless otherwise defined herein. When not inconsistent with the context, words used in the present tense include the future, words in the plural number include the singular number, and words in the singular number include the plural number. The word "shall" is mandatory and "may" is permissive. Words not defined shall be given their common and ordinary meaning.
  - A. "Cable System," "Cable Service," and "Basic Cable Service" shall be defined as set forth in the Cable Act.
  - B. "Board" shall mean the governing body of the Grantor.
  - C. "Cable Act" shall mean the Cable Communication Policy Act of 1984, as amended, 47 U.S.C. §§ 521, et. seq.
  - D. "Channel" shall mean a portion of the electromagnetic frequency spectrum which is used in a cable system and which is capable of delivering a television channel.
  - E. "Equipment" shall mean any poles, wires, cable, antennae, underground conduits, manholes, and other conductors, fixtures, equipment and other facilities used for the maintenance and operation of physical facilities located in the Streets, including the Cable System.

- F. "FCC" shall mean the Federal Communications Commission and any successor governmental entity thereto.
- G. "Franchise" shall mean the non-exclusive rights granted pursuant to this Franchise to construct operate and maintain a Cable System along the public ways within all or a specified area in the Franchise Area.
- H. "Franchise Area" shall mean the geographic boundaries of the Grantor, and shall include any additions thereto by annexation or other legal means.
- I. "Gross Revenue" means any revenue, as determined in accordance with generally accepted accounting principles, received by the Grantee from the operation of the Cable System to provide Cable Services in the Franchise Area, provided, however, that such phrase shall not include: (1) any taxes, fees or assessments collected by the Grantee from Subscribers for pass-through to a government agency, including, without limitation, any state or federal regulatory fees, the franchise fee, or any sales or utility taxes; (2) unrecovered bad debt; (3) credits, refunds and deposits paid to Subscribers; (4) any exclusions available under applicable State law.
- "Person" shall mean an individual, partnership, association, organization, corporation, trust or governmental entity.
- K. "Service Area" shall mean the area described in subsection 6.1 hereto.
- L. "Standard Installation" shall mean installations to residences and buildings that are located up to 125 feet from the point of connection to Grantee's existing distribution system.
- M. "State" shall mean the State of Maine.
- N. "Street" shall include each of the following located within the Franchise Area: public streets, roadways, highways, bridges, land paths, boulevards, avenues, lanes, alleys, sidewalks, circles, drives, easements, rights of way and similar public ways and extensions and additions thereto, including but not limited to public utility easements, dedicated utility strips, or rights-of-way dedicated for compatible uses now or hereafter held by the Grantor in the Franchise Area, which shall entitle the Grantee to the use thereof for the purpose of installing, operating, extending, repairing and maintaining the Cable System.
- "Subscriber" shall mean any Person lawfully receiving Cable Service from the Grantee.

#### SECTION 2 Grant of Franchise

**2.1** Grant. The Grantor hereby grants to the Grantee a nonexclusive Franchise which authorizes the Grantee to erect, construct, extend, operate and maintain in, upon, along, across, above, over and under the Streets, now in existence and as may be created or established during

its terms, all Equipment, including the Cable System. Nothing in this Franchise shall be construed to prohibit the Grantee from offering any service over its Cable System that is not prohibited by federal or State law.

- **2.2** <u>Term.</u> The Franchise and the rights, privileges and authority hereby granted shall be for an initial term of <u>ten fifteen (10</u>45) years, commencing on the Effective Date of this Franchise as set forth in Section 145.12.
- **2.3** Police Powers. The Grantee agrees to comply with the terms of any lawfully adopted generally applicable local ordinance necessary to the safety, health, and welfare of the public, to the extent that the provisions of the ordinance do not have the effect of limiting the benefits or expanding the obligations of the Grantee that are granted by this Franchise. This Franchise is a contract and except as to those changes which are the result of the Grantor's lawful exercise of its general police power, the Grantor may not take any unilateral action which materially changes the mutual promises in this contract.
- **2.4** <u>Cable System Franchise Required</u>. No Cable System shall be allowed to occupy or use the streets or public rights-of-way of the Franchise Area or be allowed to operate without a Cable System Franchise.

#### SECTION 3 Franchise Renewal

**3.1** <u>Procedures for Renewal</u>. The Grantor and the Grantee agree that any proceedings undertaken by the Grantor that relate to the renewal of the Grantee's Franchise shall be governed by and comply with the provisions of Section 626 of the Cable Act, or any such successor statute.

#### SECTION 4 Indemnification and Insurance

Indemnification. The Grantee shall, by acceptance of the Franchise granted herein, defend the Grantor, its officers, boards, commissions, agents, and employees for all claims for injury to any Person or property caused by the negligence of Grantee in the construction or operation of the Cable System and in the event of a determination of liability shall indemnify and hold Grantor, its officers, boards, commissions, agents, and employees harmless from any and all liabilities, claims, demands, or judgments growing out of any injury to any Person or property as a result of the negligence of Grantee arising out of the construction, repair, extension, maintenance, operation or removal of its wires, poles or other equipment of any kind or character used in connection with the operation of the Cable System, provided that the Grantor shall give the Grantee written notice of its obligation to indemnify the Grantor at least within ten (10) days prior to the date upon which a response to the of receipt of a claim or action for which indemnification is sought is due, or within thirty (30) days of receipt of the claim or action if no such deadline exists. pursuant to this section. In the event any such claim arises, the Grantor shall tender the defense thereof to the Grantee and the Grantee shall have the right to defend, settle or compromise any claims arising hereunder and the Grantor shall cooperate fully herein. If the Grantor determines in good faith that its interests cannot be represented by the Grantee, the Grantee shall be excused from any obligation to represent the Grantor. Notwithstanding the foregoing, the Grantee shall not be obligated to indemnify the

Grantor for any damages, liability or claims resulting from the willful misconduct or negligence of the Grantor or for the Grantor's use of the Cable System.

#### 4.2 Insurance.

A. The Grantee shall maintain throughout the term of the Franchise insurance in amounts at least as follows:

Workers' Compensation

Statutory Limits

Commercial General Liability

\$1,000,000 per occurrence, \$2,000,000 General Aggregate

Auto Liability including coverage on all owned, non-owned hired autos

\$1,000,000 per occurrence Combined

Single Limit

Umbrella Liability

\$24,000,000 per occurrence

- B. The Grantor shall be added as an additional insured, arising out of work performed by Charter, to the above Commercial General Liability, Auto Liability and Umbrella Liability insurance coverage.
- C. The Grantee shall furnish the Grantor with current certificates of insurance evidencing such coverage upon request.

## SECTION 5 Service Obligations

- **5.1** No Discrimination. Grantee shall not deny service, deny access, or otherwise discriminate against Subscribers, Channel users, or general citizens on the basis of race, color, religion, national origin, age or sex.
- **5.2 Privacy**. The Grantee shall fully comply with the privacy rights of Subscribers as contained in Cable Act Section 631 (47 U.S.C. § 551).

#### SECTION 6 Service Availability

6.1 Service Area. The Grantee shall make Cable Service distributed over the Cable System available to every residence capable of a Standard Installation within the Franchise Area where there is a minimum density of at least fifteen (15) residences per linear strand mile of aerial cable not already passed by the Cable System as measured from Grantee's closest technologically feasible tie-in point that is actively delivering Cable Service as of the date of such request for service. To the extent this provision requires Grantee to extend service to residences not capable of receiving Cable Service as of the Effective Date, extension of Cable Service provided pursuant to this Section is conditioned on Grantee's ability: (i) to legally access the residence; (ii) to obtain access to any necessary poles, conduits, or other facilities on reasonable terms and conditions; and

- (iii) to receive all necessary permits on a timely and non-discriminatory basis. Grantee at its discretion may make Cable Service available to businesses within the Franchise Area.
- 6.2 <u>Subscriber Charges for Extensions of the Cable System</u>. No Subscriber shall be refused service arbitrarily. However, if an area does not meet the density requirements of Section 6.1 above, the Grantee shall only be required to extend the Cable System to Subscribers in that area if the Subscribers are willing to share the capital costs of extending the Cable System. The Grantee may require that payment of the capital contribution in aid of construction borne by such potential Subscribers be paid in advance. Subscribers shall also be responsible for any Standard/non-standard Installation charges to extend the Cable System from the tap to the residence.
- 6.3 New Development Underground. In cases of new construction or property development where utilities are to be placed underground, the Grantor agrees to require as a condition of issuing a permit for open trenching to any developer or property owner that such developer or property owner give Grantee at least thirty (30) days prior written notice of such construction or development, and of the particular dates on which open trenching will be available for Grantee's installation of conduit, pedestals and/or vaults, and laterals to be provided at Grantee's expense. Grantee shall also provide specifications as needed for trenching. Costs of trenching and easements required to bring service to the development shall be borne by the developer or property owner; except that if Grantee fails to install its conduit, pedestals and/or vaults, and laterals within fifteen (15) working days of the date the trenches are available, as designated in the written notice given by the developer or property owner, then should the trenches be closed after the fifteen day period, the cost of new trenching is to be borne by Grantee.
- 6.4 Annexation. The Grantor shall promptly provide written notice to the Grantee of its annexation of any territory which is being provided Cable Service by the Grantee or its affiliates. Such annexed area will be subject to the provisions of this Franchise upon sixty (60) days' written notice from the Grantor, subject to the conditions set forth below and Section 6.1 above. The Grantor shall also notify Grantee in writing of all new street address assignments or changes within the Franchise Area. Grantee shall within ninety (90) days after receipt of the annexation notice, pay the Grantor franchise fees on revenue received from the operation of the Cable System to provide Cable Services in any area annexed by the Grantor if the Grantor has provided a written annexation notice that includes the addresses that will be moved into the Franchise Area in an Excel format or in a format that will allow Grantee to change its billing system. If the annexation notice does not include the addresses that will be moved into the Franchise Area, Grantee shall pay franchise fees within ninety (90) days after it receives the annexed addresses as set forth above. All notices due under this section shall be sent by certified mail, return receipt requested to the addresses set forth in Section 154.7 with a copy to the Director of Government Affairs. In any audit of franchise fees due under this Franchise, Grantee shall not be liable for franchise fees on annexed areas unless and until Grantee has received notification and information that meets the standards set forth in this section.

## SECTION 7 Construction and Technical Standards

7.1 <u>Compliance with Codes</u>. All construction practices and installation of equipment shall be done in accordance with all applicable sections of the National Electric Safety Code.

- 7.2 <u>Construction Standards and Requirements</u>. All of the Grantee's Equipment shall be installed, located, erected, constructed, reconstructed, replaced, removed, repaired, maintained and operated in accordance with good engineering practices and performed by experienced maintenance and construction personnel.
- 7.3 <u>Safety</u>. The Grantee shall at all times employ ordinary care and shall use commonly accepted methods and devices preventing failures and accidents which are likely to cause damage.
- **7.4** Network Technical Requirements. The Cable System shall be designed, constructed and operated so as to meet those technical standards adopted by the FCC relating to Cable Systems contained in part 76 of the FCC's rules and regulations as may be amended from time to time.

## SECTION 8 Conditions on Street Occupancy

- **8.1** General Conditions. Grantee shall have the right to utilize existing poles, conduits and other facilities whenever possible, and shall not construct or install any new, different, or additional poles, conduits, or other facilities on public property provided Grantee is able to access existing poles, conduits, or other facilities on reasonable terms and conditions.
- 8.2 <u>Underground Construction</u>. The facilities of the Grantee shall be installed underground in those Service Areas where existing telephone and electric services are both underground at the time of system construction. In areas where either telephone or electric utility facilities are installed aerially at the time of system construction, the Grantee may install its facilities aerially with the understanding that at such time as the existing aerial facilities are required to be placed underground by the Grantor, the Grantee shall likewise place its facilities underground. In the event Grantor or any agency thereof directly or indirectly reimburses any utility for the placement of cable underground or the movement of cable, Grantee shall be similarly reimbursed.
- 8.3 <u>Construction Codes and Permits</u>. Grantee shall obtain all legally required permits before commencing any construction work, including the opening or disturbance of any Street within the Franchise Area, provided that such permit requirements are of general applicability and such permitting requirements are uniformly and consistently applied by the Grantor as to other public utility companies and other entities operating in the Franchise Area. The Grantor shall cooperate with the Grantee in granting any permits required, providing such grant and subsequent construction by the Grantee shall not unduly interfere with the use of such Streets. Notwithstanding the above, the Grantee may set off any administrative permit fees or other fees required by the Grantor related to the Grantee's use of Grantor rights-of-way against the franchise fee payments required under Section 10.1 of this Franchise.
- **8.4** System Construction. All transmission lines, equipment and structures shall be so installed and located as to cause minimum interference with the rights and reasonable convenience of property owners and at all times shall be kept and maintained in a safe, adequate and substantial condition, and in good order and repair. The Grantee shall, at all times, employ ordinary care and use commonly accepted methods and devices for preventing failures and accidents which are likely to cause damage, injuries, or nuisances to the public. Suitable barricades, flags, lights, flares or other devices shall be used at such times and places as are reasonably required for the safety of all

members of the public. Any poles or other fixtures placed in any public way by the Grantee shall be placed in such a manner as not to interfere with the usual travel on such public way.

- **Restoration of Public Ways**. Grantee shall, at its own expense, restore any damage or disturbance caused to the public way as a result of its operation, construction, or maintenance of the Cable System to a condition reasonably comparable to the condition of the Streets immediately prior to such damage or disturbance.
- **8.6** Tree Trimming. Grantee or its designee shall have the authority to trim trees on public property at its own expense as may be necessary to protect its wires and facilities.
- **8.7** Relocation for the Grantor. The Grantee shall, upon receipt of reasonable advance written notice, to be not less than ten (10) business days, protect, support, temporarily disconnect, relocate, or remove any property of Grantee when lawfully required by the Grantor pursuant to its police powers. Grantee shall be responsible for any costs associated with these obligations to the same extent all other users of the Grantor rights-of-way are responsible for the costs related to the relocation of their facilities.
- **8.8** Relocation for a Third Party. The Grantee shall, on the request of any Person holding a lawful permit issued by the Grantor, protect, support, raise, lower, temporarily disconnect, relocate in or remove from the Street as necessary any property of the Grantee, provided that the expense of such is paid by any such Person benefiting from the relocation and the Grantee is given reasonable advance written notice to prepare for such changes. The Grantee may require such payment in advance. For purposes of this subsection, "reasonable advance written notice" shall be no less than ten (10) business days in the event of a temporary relocation and no less than one hundred twenty (120) days for a permanent relocation.
- **8.9** Reimbursement of Costs. If funds are available to any Person using the Streets for the purpose of defraying the cost of any of the foregoing, the Grantor shall reimburse the Grantee in the same manner in which other Persons affected by the requirement are reimbursed. If the funds are controlled by another governmental entity, the Grantor shall make application for such funds on behalf of the Grantee.
- **8.10** Emergency Use. Grantee shall comply with 47 U.S.C. 544(g) and all regulations issued pursuant thereto with respect to an Emergency Alert System ("EAS").

## SECTION 9 Service and Rates

- **9.1 Phone Service.** The Grantee shall maintain a toll-free telephone number and a phone service operated to receive complaints and requests for repairs or adjustments at any time.
- 9.2 <u>Notification of Service Procedures</u>. The Grantee shall furnish each Subscriber at the time service is installed, written instructions that clearly set forth information concerning the procedures for making inquiries or complaints, including the Grantee's name, address and local telephone number. Grantee shall give the Grantor notice of any changes in rates, programming services or Channel positions in accordance with applicable law.

- **9.3** Rate Regulation. Grantor shall have the right to exercise rate regulation to the extent authorized by law, or to refrain from exercising such regulation for any period of time, at the sole discretion of the Grantor. If and when exercising rate regulation, the Grantor shall abide by the terms and conditions set forth by the FCC. Nothing herein shall be construed to limit the Grantee's ability to offer or provide bulk rate discounts or promotions.
- **9.4** Continuity of Service. It shall be the right of all Subscribers to continue receiving Cable Service insofar as their financial and other obligations to the Grantee are honored, and subject to Grantee's rights under Section 154.2 of this Franchise.

#### SECTION 10 Franchise Fee

- 10.1 Amount of Fee. Grantee shall pay to the Grantor an annual franchise fee in an amount equal to five percent (5%) of the annual Gross Revenue. Franchise fees may be passed through to Subscribers as a line item on Subscriber bills or otherwise as Grantee chooses, consistent with federal law. The amount of franchise fee and the method of calculation shall be equal when compared to the amount or method of calculation of the franchise fee in any other cable franchise or authorization to provide video service granted by Grantor. In the event any other cable franchise or authorization to provide video service provides for a lesser franchise fee than this Franchise, Grantee's obligation to pay a franchise fee under this Section 10.1 shall be reduced by an equivalent amount.
- 10.2 <u>Payment of Fee</u>. Payment of the fee due the Grantor shall be made on an annual basis, within forty-five (45) days of the close of each calendar year. The payment period and the collection of the franchise fees that are to be paid to the Grantor pursuant to the Franchise shall commence sixty (60) days after the Effective Date of the Franchise as set forth in Section 154.12. In the event of a dispute, the Grantor, if it so requests, shall be furnished a statement of said payment, reflecting the Gross Revenues and the applicable charges.
- 10.3 <u>Accord and Satisfaction</u>. No acceptance of any payment by the Grantor shall be construed as a release or as an accord and satisfaction of any claim the Grantor may have for additional sums payable as a franchise fee under this Franchise.
- **10.4** <u>Limitation on Recovery</u>. The period of limitation for recovery of any franchise fee payable hereunder shall be three (3) years from the date on which payment by the Grantee was due.

#### SECTION 11 Transfer of Franchise

11.1 <u>Franchise Transfer</u>. The Franchise granted hereunder shall not be assigned, other than by operation of law or to an entity controlling, controlled by, or under common control with the Grantee, without the prior consent of the Grantor, such consent not to be unreasonably withheld or delayed. No such consent shall be required, however, for a transfer in trust, by mortgage, by other hypothecation, or by assignment of any rights, title, or interest of the Grantee in the Franchise or Cable System to secure indebtedness. Within thirty (30) days of receiving a request for transfer, the Grantor shall notify the Grantee in writing of any additional information it reasonably requires

to determine the legal, financial and technical qualifications of the transferee. If the Grantor has not taken action on the Grantee's request for transfer within one hundred twenty (120) days after receiving such request, consent by the Grantor shall be deemed given.

#### SECTION 12 Records

12.1 <u>Inspection of Records</u>. Grantee shall permit any duly authorized representative of the Grantor, upon receipt of advance written notice, to examine during normal business hours and on a non-disruptive basis any and all of Grantee's records maintained by Grantee as is reasonably necessary to ensure Grantee's compliance with the material terms of this Franchise. Such notice shall specifically reference the subsection of the Franchise that is under review so that the Grantee may organize the necessary books and records for easy access by the Grantor. The Grantee shall not be required to maintain any books and records for Franchise compliance purposes longer than two (2) years, provided that Grantee shall retain books and records relevant to the payment of the Franchise Fee for a period of three (3) years. The Grantee shall not be required to provide Subscriber information in violation of Section 631 of the Cable Act. The Grantor agrees to treat as confidential any books, records or maps that constitute proprietary or confidential information to the extent Grantee makes the Grantor aware of such confidentiality. If the Grantor believes it must release any such confidential books, records, or maps in the course of enforcing this Franchise, or for any other reason, it shall advise Grantee in advance so that Grantee may take appropriate steps to protect its interests. Until otherwise ordered by a court or agency of competent jurisdiction, the Grantor agrees that, to the extent permitted by State and federal law, it shall deny access to any of Grantee's books, records, or maps marked confidential, as set forth above, to any Person.

## SECTION 13 Public Education and Government (PEG) Access

- 13.1 PEG Access. Upon one year of a written request from Grantor, the Grantee shall make available one (1) Channel on the Cable System for use by the Grantor or its designee for public, educational, and governmental ("PEG") Access programming. Grantor or its designee shall be responsible for the cost of creating, producing, and transporting such programming to Grantee's facilities for carriage on the Cable System.
- 13.2 PEG Competitive Neutrality. If any new or renewed franchise agreement contains obligations that are lesser in amount than the obligations imposed in this Section 13. Franchisee's aggregate obligations under Section 13 shall be reduced to an equivalent amount. To the extent such a reduction is not sufficient to make the total obligations of this Franchise equivalent to the new or renewed franchise. Franchisee may deduct from future franchise fee payments an amount sufficient to make the obligations of this Franchise equivalent to the new or renewed franchise.

## **SECTION 13** Enforcement or Revocation

**13.114.1 Notice of Violation.** If the Grantor believes that the Grantee has not complied with the terms of the Franchise, the Grantor shall first informally discuss the matter with Grantee. If

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these discussions do not lead to resolution of the problem, the Grantor shall notify the Grantee in writing of the exact nature of the alleged noncompliance (the "Violation Notice").

13.214.2 Grantee's Right to Cure or Respond. The Grantee shall have thirty (30) days from receipt of the Violation Notice to (i) respond to the Grantor, contesting the assertion of noncompliance, or (ii) to cure such default, or (iii) if, by the nature of default, such default cannot be cured within the thirty (30) day period, initiate reasonable steps to remedy such default and notify the Grantor of the steps being taken and the projected date that they will be completed.

13.314.3 Public Hearing. If the Grantee fails to respond to the Violation Notice received from the Grantor, or if the default is not remedied within the cure period set forth above, the Board shall schedule a public hearing if it intends to continue its investigation into the default. The Grantor shall provide the Grantee at least twenty (20) days prior written notice of such hearing, which specifies the time, place and purpose of such hearing, notice of which shall be published by the Clerk of the Grantor in a newspaper of general circulation within the Grantor in accordance with subsection 154.8 hereof. At the hearing, the Board shall give the Grantee an opportunity to state its position on the matter, present evidence and question witnesses, after which it shall determine whether or not the Franchise shall be revoked. The public hearing shall be on the record and a written transcript shall be made available to the Grantee within ten (10) business days. The decision of the Board shall be made in writing and shall be delivered to the Grantee. The Grantee may appeal such determination to an appropriate court, which shall have the power to review the decision of the Board de novo. The Grantee may continue to operate the Cable System until all legal appeals procedures have been exhausted.

**13.414.4 Enforcement.** Subject to applicable federal and State law, in the event the Grantor, after the hearing set forth in subsection 143.3 above, determines that the Grantee is in default of any provision of the Franchise, the Grantor may:

- A. Seek specific performance of any provision, which reasonably lends itself to such remedy, as an alternative to damages; or
- B. Commence an action at law for monetary damages or seek other equitable relief; or
- C. In the case of a substantial default of a material provision of the Franchise, seek to revoke the Franchise itself in accordance with subsection 143.5 below.

#### 13.514.5 Revocation.

A. Prior to revocation or termination of the Franchise, the Grantor shall give written notice to the Grantee of its intent to revoke the Franchise on the basis of a pattern of noncompliance by the Grantee, including one or more instances of substantial noncompliance with a material provision of the Franchise. The notice shall set forth the exact nature of the noncompliance. The Grantee shall have sixty (60) days from such notice to either object in writing and to state its reasons for such objection and provide any explanation or to cure the alleged noncompliance. If the Grantor has not received a satisfactory response from Grantee, it may then seek to revoke the Franchise at a public hearing. The Grantee shall be given at least thirty (30) days prior written notice of such public hearing, specifying the time and place of such

- hearing and stating its intent to revoke the Franchise. The public hearing shall be conducted in accordance with the requirements of Section 143.3 above.
- Notwithstanding the above provisions, the Grantee reserves all of its rights under federal law or regulation.
- C. Upon revocation of the Franchise, Grantee may remove the Cable System from the Streets of the Grantor, or abandon the Cable System in place.

## **SECTION 14SECTION 15 Miscellaneous Provisions**

- 14.115.1 Compliance with Laws. Grantor and Grantee shall conform to all applicable state and federal laws and rules regarding cable television as they become effective. Grantee shall also conform with all generally applicable Grantor ordinances, resolutions, rules and regulations heretofore or hereafter adopted or established during the entire term of the Franchise. In the event of a conflict between Grantor ordinances, resolutions, rules or regulations and the provisions of this Franchise, the provisions of this Franchise shall govern.
- 14.215.2 Force Majeure. The Grantee shall not be held in default under, or in noncompliance with the provisions of the Franchise, nor suffer any enforcement or penalty relating to noncompliance or default, where such noncompliance or alleged defaults occurred or were caused by circumstances reasonably beyond the ability of the Grantee to anticipate and control. This provision includes, but is not limited to, severe or unusual weather conditions, fire, flood, or other acts of God, strikes, work delays caused by failure of utility providers to service, maintain or monitor their utility poles to which Grantee's Cable System is attached, as well as unavailability of materials and/or qualified labor to perform the work necessary.
- 44.315.3 Minor Violations. Furthermore, the parties hereby agree that it is not the Grantor's intention to subject the Grantee to forfeitures or revocation of the Franchise for violations of the Franchise where the violation was a good faith error that resulted in no or minimal negative impact on the Subscribers within the Franchise Area, or where strict performance would result in practical difficulties or hardship to the Grantee which outweighs the benefit to be derived by the Grantor and/or Subscribers.
- **14.415.4 Action of Parties.** In any action by the Grantor or the Grantee that is mandated or permitted under the terms hereof, such party shall act in a reasonable, expeditious and timely manner. Furthermore, in any instance where approval or consent is required under the terms hereof, such approval or consent shall not be unreasonably withheld.
- 14.515.5 Equal Protection. If any other provider of cable services or video services (without regard to the technology used to deliver such services) is lawfully authorized by the Grantor or by any other State or federal governmental entity to provide such services using facilities located wholly or partly in the public rights-of-way of the Grantor, the Grantor shall within thirty (30) days of a written request from Grantee, modify this Franchise to insure that the obligations applicable to Grantee are no more burdensome than those imposed on the new competing provider. If the Grantor fails to make modifications consistent with this requirement, Grantee's Franchise shall be deemed so modified thirty (30) days after the Grantee's initial written

notice. As an alternative to the Franchise modification request, the Grantee shall have the right and may choose to have this Franchise with the Grantor be deemed expired thirty (30) days after written notice to the Grantor. Nothing in this Franchise shall impair the right of the Grantee to terminate this Franchise and, at Grantee's option, negotiate a renewal or replacement franchise, license, consent, certificate or other authorization with any appropriate government entity. Nothing in this Section 154.5 shall be deemed a waiver of any remedies available to Grantee under federal, state or municipal law, including but not limited to Section 625 of the Cable Act, 47 U.S.C. § 545.

14.615.6 Change in Law. Notwithstanding any other provision in this Franchise, in the event any change to state or federal law occurring during the term of this Franchise eliminates the requirement for any person desiring to provide video service or Cable Service in the Franchise Area to obtain a franchise from the Grantor, then Grantee shall have the right to terminate this Franchise and operate the system under the terms and conditions established in applicable law. If Grantee chooses to terminate this Franchise pursuant to this provision, this Franchise shall be deemed to have expired by its terms on the effective date of any such change in law, whether or not such law allows existing franchise agreements to continue until the date of expiration provided in any existing franchise.

14.715.7 Notices. Unless otherwise provided by federal, State or local law, all notices pursuant to this Franchise shall be in writing and shall be deemed to be sufficiently given upon delivery to a Person at the address set forth below, or by U.S. certified mail, return receipt requested, nationally or internationally recognized courier service such as Federal Express or electronic mail communication to the designated electronic mail address provided below. As set forth above, notice served upon the Grantor shall be delivered or sent to:

Grantor: Town of Belgrade

Town Manager 990 Augusta Road Belgrade, ME 04917

Email:

townmanager@townofbelgrade.com

Grantee:

Charter Communications
Director, Government Affairs
400 Old County Road
Rockland, ME 04841

Copy to:

**Charter Communications** 

Attn: Vice President, Government Affairs

12405 Powerscourt Drive St. Louis, MO 63131

14.815.8 Public Notice. Minimum public notice of any public meeting relating to this Franchise or any such grant of additional franchises, licenses, consents, certificates, authorizations, or exemptions by the Grantor to any other Person(s) to provide Cable Services, video services, or other television services utilizing any system or technology requiring use of the public rights of

way shall be by publication at least once in a newspaper of general circulation in the area at least ten (10) days prior to the meeting and a posting at the administrative buildings of the Grantor.

14.8.115.8.1 Grantor shall provide written notice to Grantee within ten (10) days of Grantor's receipt from any other Person(s) of an application or request for a franchise(s), license(s), consent(s), certificate(s), authorization(s), or exemption(s) to provide Cable Services, video services, or other television services utilizing any system or technology requiring use of the public rights of way. Any public hearings to consider such application or request shall have the same notice requirement as outlined in Paragraph 145.7 above.

**14.915.9 Severability.** If any section, subsection, sentence, clause, phrase, or portion of this Franchise is, for any reason, held invalid or unconstitutional by any court of competent jurisdiction, such portion shall be deemed a separate, distinct and independent provision and such holding shall not affect the validity of the remaining portions of this Franchise.

**14.1015.10** Entire Agreement. This Franchise and any Exhibits hereto constitute the entire agreement between Grantee and the Grantor and they supersede all prior or contemporaneous agreements, representations or understandings (whether written or oral) of the parties regarding the subject matter hereof.

14.1115.11 Administration of Franchise. This Franchise is a contract and neither party may take any unilateral action that materially changes the mutual promises and covenants contained herein. Any changes, modifications or amendments to this Franchise must be made in writing, signed by the Grantor and the Grantee. Any determination by the Grantor regarding the interpretation or enforcement of this Franchise shall be subject to de novo judicial review.

14.1215.12 Effective Date. The Franchise granted herein will take effect and be in full force from such date of acceptance by Grantee recorded on the signature page of this Franchise. If any fee or grant that is passed through to Subscribers is required by this Franchise, such fee or grant shall go into effect sixty (60) days after the Effective Date of this Franchise.

14.1315.13 No Third Party Beneficiaries. Nothing in this Franchise is intended to confer third-party beneficiary status on any person other than the parties to this Franchise to enforce the terms of this Franchise.

Considered and approved this	_day of, 2022.
	Town of Belgrade, ME  Signature:  Name/Title:
Accepted this day of State law.	, 2022, subject to applicable federal and
	Spectrum Northeast, LLC LKA Charter Communications
	Signature:  Name/Title: Paul Abbott, VP – Local Government Affairs and Franchising

## Town of Belgrade Board of Selectpersons

June 20, 2022 / 6:30 p.m. Belgrade Town Office 990 Augusta Road

## **Minutes**

The Board of Selectpersons met for an EXECUTIVE SESSION. Opened meeting at 7 p.m. entered Executive Session at 7 p.m. pursuant to 1 M.R.S.A. § 405 (6)(A) – Personnel matter. Exited EXECUTIVE SESSION AT 8:09 p.m., adjourned at 8:10 p.m.

Reason: Personnel and no decision was made.

## Town of Belgrade Board of Selectpersons

June 21, 2022 / 6:30 p.m. Belgrade Town Office 990 Augusta Road

This meeting can be watched at <a href="https://youtu.be/Fw0LlElVhxw">https://youtu.be/Fw0LlElVhxw</a>

## **MINUTES**

Call to order and Pledge of Allegiance

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

In-person Attendees: Interim Town Manager, Dennis Keschl, Bruce Galouch, Phil Sprague

Remote Attendees: Nicolas Alexander, Dick Bourne, Mary Vogel, Jason Stevens, Scott Damren

Ms. Jewell called the meeting to order at 6:30 p.m. and led the Pledge of Allegiance.

#### 1. PUBLIC COMMENT - No Public Comment

#### 2. OLD BUSINESS

- A. Approval of May 17, 2022, **Selectboard minutes**. Ms. Johnson moved to approve the minutes as presented. Ms. Jewell seconded the motion. 5/0
- B. Discussion and consideration of **harassment and sexual harassment policy**. The town manager informed the board he had spoken with Town Attorney Ann Freeman and the sexual harassment policy can be as risk free as the board would like. He noted the law only requires the training for employees, but the town may include volunteers in their policy. There was general discussion about asking vendors/volunteers to read the policy and sign off; and to include a check box on the application for volunteers to check off. The town manager will send the information to the lawyer and have the policy ready to sign at the next regular meeting.
- C. Discussion and consideration of 2021 update to the Kennebec County Hazard Mitigation Plan. Theodore Marshall, emergency planner was present from MEMA for the Kennebec County Hazard Mitigation Plan for the 2021 update. Some projects mentioned have been completed and the town may update the

- projects at any time. He noted there should be someone designated at the town level to ensure this is done. The town manager noted the designation should be the town manager. Ms. Jewell made a motion to approve the update to the Kennebec County Hazard Mitigation Plan. Ms. Allen seconded the motion. 5/0
- D. Discussion and consideration of hiring a safety consultant. There was brief discussion on the value of hiring safety consultant Lynn Gilley to put together manuals for safety compliance for the town office, maintenance department, parks & recreation department. The town manager reported funding for the parks & recreation will come from the recreation capitol reserve fund, funds for maintenance will come from the facilities reserve account and the town office will come from the facilities maintenance budget for the town office. Mr. Damren made a motion to approve the contract with safety compliance officer, Lynn Gilley. Dan Newman seconded the motion. 5/0
- E. Discussion with All State Materials Group about **East-West Lane shimming costs**. The town manager reported he had met with Jason Stevens and Doug Fowler about the overages of the East-West Lane. The board inquired if the company would be willing to share in some of the responsibility of the cost. Mr. Fowler said this was above his pay range. No decision was made.
- F. Cable Franchise Agreement The town manager reviewed the changes previously discussed by the board. The representative Shelly Winchenback agreed to most of the changes requested. Ms. Jewell made a motion to hold a public hearing on the changes to Spectrum Charter Communications Cable Franchise Agreement with the public hearing to be held on Tuesday, July 5<sup>th</sup> at 6:30 p.m. Mr. Damren seconded the motion. 5/0

#### 3. NEW BUSINESS

#### A. Appointments:

- **1.a**. New appointment Nicholas Alexander transfer station committee Mr. Damren made a motion to approve the appointment of Nicholas Alexander to the Transfer station committee for a three-year term. Ms. Allen seconded the motion. 5/0
- **b.** New appointment Stu McConnell -Library Trustees. Mr. Newman motion to table the appointment until Stu McConnell to the Library Trustees. Mr. Damren seconded the motion. 5/0
- **B.** Board of Parks & Recreation Requests The board discussed the request for the installation of a hybrid hot water heater for the CFAS. The cost estimated is \$1,500 for both installation & labor. Ms. Allen made a motion to approve an amount up to \$1,500 to be taken out of the recreation reserve account for the purchase and the installation of a hybrid hot water heater. Ms. Johnson seconded the motion. 5/0

CFAS rental form word change – Mr. Damren made a motion to table the request to approve the changes to the rental form. Ms. Jewell seconded the motion. 5/0

- **C.** CFAS Painting Quote Ms. Jewell made a motion to approve the bid of Ryan Nezol for the painting of the CFAS porch for \$4,350, contingent of the Board of Parks & Recreations Committee approval to take the money from the recreation capitol reserve account and the approval of contractor to allow the Town of Belgrade to purchase materials for the project with the town credit card. Ms. Johnson seconded the motion. 5/0
- D. Belgrade Historical Society Request for a storage facility to be placed on the property of the old town house. Ms. Jewell made a motion to table the agenda item until a representative was present for the discussion. Ms. Allen seconded the motion. 5/0
- E. Maine PERS Agreement necessary to implement Article 1 of the 2022 Warrant providing state retirement to Fire and Emergency Services. Ms. Johnson made a motion to approve the agreement between the Town of Belgrade and Maine Public Employees Retirement System. Mr. Damren seconded the motion. 5/0
- **4. Warrant** Mr. Newman made a motion to approve warrant #69 for \$135,902.90 (this amount is minus \$8,000 of paving overages to All State Paving) Ms. Allen seconded the motion. 5/0

#### A. TOWN MANAGER REPORT

- The Waste Management contract is up for July 1<sup>st</sup> and the annual increase will be fixed at 3%.
- There is no fuel contract it ran out June 1<sup>st</sup>. AFC will not enter a fuel contract at this time, but they will hold the propane pricing until the end of August.
- There are five applicants for the facility maintenance/sexton
- ACO position has been advertised and on the interim State Police or KCSO will be notified.
- The Dalton property has not been leased, the board agreed no dogs, but cats are acceptable if there is a pet deposit.
- The Town Manager reported he is looking at solutions for email addresses for town committees.

Ms. Jewell made a motion for a 2-minute break at 8:51 p.m. Ms. Allen seconded the motion. 5/0

**B. EXECUTIVE SESSION:** 1 M.R.S.A. §405(6)(A) – Personnel matter – The Board re-entered the board meeting at 8:56 p.m. Ms. Allen made a motion to enter executive session. Mr. Newman seconded the motion. 5/0

Ms. Allen made a motion to re-enter the board meeting at 9:29 p.m. Ms. Johnson seconded the motion. 5/0

Motioned to close meeting.

## Town of Belgrade Board of Selectpersons

June 22, 2022 / 5:30 p.m. Belgrade Town Office 990 Augusta Road

## **MINUTES**

The Board of Selectpersons met for an **EXECUTIVE SESSION:** 1 M.R.S.A. §405(6)(A) – Personnel matter

Motioned to enter at 5:35 p.m., re-entered Selectpersons Meeting at 7:38 pm.

Reason: Personnel and no decision made

## Town of Belgrade Board of Selectpersons

June 29, 2022 / 5:45 p.m. Belgrade Town Office 990 Augusta Road

## **Minutes**

The Board of Selectpersons met for an EXECUTIVE SESSION. Opened meeting at 5:45 p.m. entered Executive Session at 5:45 p.m. pursuant to 1 M.R.S.A. § 405 (6)(A) – Personnel matter. Exited EXECUTIVE SESSION AT 7:35 p.m. Adjourned at 7:35 pm p.m.

Reason: Personnel and no decision was made.

## 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. All persons applying for appointment or reappointment to any Board or Committee are required to acknowledge that they have read and understand this policy. Finally, this policy will be part of any contract given by the Town of Belgrade to any vendor or service provider.

#### **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.		

Adopted by the Board of Selectperson on this 21 Day of June 2022.
Melanie Jewell, Chair



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

Application for Appointmen	t or re-appointment to:		
Planning Board		Board of Parks & Recreation	
Board of Appeals	-	Board of Assessment & Review	
Dams Committee	-	Transfer Station & Recycling Com.	
Cemetery Committ	ee -	Budget Committee	
Library Trustee	_	Tree Committee  Comprehensive Plan Review Committee	
Long Range Planni	ng Com.		
Senior Resource Co			
	Other		
If this is a re-appointment pl	ease state the number of years you	have served	
Name			
Address			
Phone # (Home)	(Work)	Email:	
Place of Employment			
Education & Experience			
Why do you wish to serve o	n a municipal board or committee?		
References			
Name	Phone	#	
Name	Phone	#	
Please Return to:	Town Manager		
	Town of Belgrade		
	990 Augusta Road		
	Belgrade, ME 04917		
	Deigiade, WIL 04717		
I understand th	nat as a committee member.	I will be required to read the Town of	
		tion Policy. Please check the box	



## Board/Committee Appointment & Re-appointment Application

- Promoment application
Date: 624/2022
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
- Company of Board
Why do you wish to serve on a municipal board or committee?  To continue to be part of a very important Deavel
References
Name Moty Vogel Phone # Charlesone Hould Name Phone # Town Office
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:



## Board/Committee Appointment & Re-appointment Application

11 11 0		
Application for Appointment	it or re-appointment to:	
Planning Board Board of Appeals Dams Committee Cemetery Committe Library Trustee Long Range Planning	_	Board of Parks & Recreation Board of Assessment & Review Transfer Station & Recycling Com. Budget Committee Tree Committee Comprehensive Plan Review Committee
	Other	<del></del>
Name Sturt AC (Address 238 Gu Phone # (Home) 215-2 Place of Employment Reducation & Experience	9711 72. 930 (Work)	Email: but nbox @ gmail. u
Interests and Hobbies かん	line, cyzrdening, Ir	ish track music
Why do you wish to serve on I 1025 a Mis Thelieve References	a municipal board or committee? He when bytes in the MISS ich 2nd	des just stathing 20 yis, 200
Name	Phone #	
Please Return to:	townclerk@townofbelgrade.co	om

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

townofbelgrade.com



Town of Belgrade 990 Augusta Road Belgrade, ME 04917

Phone: (207) 495-2258 Fax: (207) 495-2742

townmanager@townofbelgrade.com

# CONTRACT FOR INTERIM ANIMAL CONTROL OFFICER (ACO) Starting July 1, 2022

Dexter Bridges has been appointed Interim Animal Control Officer for the Town of Belgrade. As such, he has completed his certification as an Animal Control Officer and complies with all applicable federal, state, and local statutes, laws, rules, regulations, codes, ordinances, orders and resolutions in the performance of her duties. The Town of Belgrade supplies the equipment in the attached list for her use in performing his duties.

The term of appointment extends to December 31, 2022, providing that a new permanent ACO has not been hired. Pursuant to this agreement, the Town of Belgrade will pay Mr. Bridges the first Wednesday of every month at a rate of \$360.83 and will include all travel for which mileage logs have been submitted on a quarterly basis. Additionally, Mr. Bridges will earn \$15 per hour plus mileage at the existing state rate for any dog warrants he issues, for any time spent in court cases involving his duties as the Animal Control Officer for the Town of Belgrade, and in cases with extraordinary circumstances, e.g., animal hoarding, in which the time involved far exceeds a normal complaint. Note: Extraordinary cases require Town Manager review and approval for payment.

Mr. Bridges is to submit his ACO work log each month. It will include all calls he received, and the action taken on each call. Also, the work log will report all mileage owed and any extra work that required additional pay at a rate of \$15/hour, as noted above.

The Town will also pay Mr. Bridges' training and continuing education costs. If he contracts with other towns to serve as their ACO, training and continuing education expenses will be divided equally among those towns. It is the ACO's responsibility to track training requirements for and costs to each town.

The ACO work log can be faxed to the Town Treasurer at 207-495-2742, e-mailed to treasurer@townofbelgrade.com, delivered to the Town Office at 990 Augusta Road, or dropped in the payroll drop box at the back door of the Town Office.

Most calls to an ACO are of an emergency nature. Thus, calls must be answered ASAP and within a one-hour period. The ACO must have a phone system that will answer all calls, as response time is important to all involved. Mr. Bridges must coordinate with a deputy ACO to field calls when he is unavailable.

Either party, by written notice, may cancel this agreement following due process as outlined in the Town of Belgrade's Employee Guidelines. The ACO position is a contracted appointment required by state statute. The ACO is appointed annually by the Board of Selectpersons. The Town Manager shall perform an annual evaluation of the ACO as part of the yearly budget and appointment process.

Any written complaint received by the Town of Belgrade regarding the ACO will be forwarded to the Town Manager, who will notify the ACO the same day the complaint is received. The Town Manager will investigate all written complaints and report his findings to the Selectboard and the ACO for review and action.

The above agreement has been examined and is understood by Ms. Davis this 6th day of July 2022.

Dennis L. Keschl / Town Manager Dexter Bridges / Animal Control Officer

To:

Mary Vogel

Subject:

RE: Resignation from CPIOC

From: George Seel <georgeseel@outlook.com>

Sent: Sunday, May 22, 2022 2:57 PM

To: vogel9252@roadrunner.com; Mary Vogel <townclerk@townofbelgrade.com>; Kathi Wall

< kwallmainelakes@gmail.com>; kimberly@dallasmedtech.com; patrick donahue < pldcamp@msn.com>;

dee@lakehomegroup.com; Anthony Wilson <townmanager@townofbelgrade.com>

Cc: michaeldonohue111@gmail.com **Subject:** Resignation from CPIOC

#### **EXTERNAL MESSAGE:**

All,

I have decided to resign my appointment to the Comprehensive Plan Committee so I can pursue other volunteer opportunities outside town government. After 6 years, it is time to move on. It has been a real pleasure to work with you. Your commitment to the betterment of Belgrade is certainly very much appreciated by me and I am sure numerous others in town. I will continue to serve on the Belgrade Planning Board and volunteer for Neighbors Driving Neighbors and the Food Pantry. I am currently waiting to hear back on a Maine Audubon citizen science project monitoring the water quality of streams in central and southern Maine.

We have provided the Select Board with sound findings and recommendations with which to implement those recommendations of the Comprehensive Plan that remain incomplete or upon which work has not yet started. Ensuring implementation of the Comprehensive Plan is ultimately their responsibility as the executive branch. In a town meeting form of government, that is where the "buck stops".

I want to mention my appreciation to Anthony for his support of our committee and help in completing our assigned duties. His successor will have large shoes to fill.

My letter of resignation to First Selectperson, Melanie Jewell, is already in the mail (copy attached).

I hope to see you at the transfer station, Days Store or otherwise around town.

George 🤓



Sent from Mail for Windows

To:

Subject:

RE: Resignation - Comp Committee





From: Mary Vogel < vogel9252@roadrunner.com>

Sent: Friday, May 27, 2022 7:12 AM

To: Anthony Wilson < townmanager@townofbelgrade.com>

Subject: Resignation - Comp Committee

#### **EXTERNAL MESSAGE:**

Good Morning Anthony,

I am resigning from the Comprehensive Plan Committee effective immediately. I have enjoyed being on the committee for the past several years and believe in the work the committee performs and the benefit to the community. There are new members on the committee right now and I believe this group will be able to continue the work of the committee.

Please share, Mary J. Vogel

From:

Kathi Wall < kwallmainelakes@gmail.com>

Sent:

Friday, June 24, 2022 10:20 AM

То:

Mary Vogel

Subject:

Notification

#### **EXTERNAL MESSAGE:**

Mary,
Can you forward this note to the SB and TM?
Thanks,
Kathi

Dear Selectboard and Interim Town Manager,

I need for you to accept my resignation from the Comprehensive Plan Review Committee.

I have been involved with the committee for almost 10 years. I served as the chair of the planning group along with Mary Vogel's assistance. I then transitioned to the "oversite committee" after the 2014 Comprehensive Plan had been approved by voters in Belgrade and the State of Maine.

I chaired the Committee for 2-3 years, until George Seel stepped up, at which time, I continued membership. It is now time for me to do other things.

Thank you for this opportunity to serve Belgrade. Sincerely, Kathi Wall

Sent from my iPhone

From:

rob rjdappraisal.com <rob@rjdappraisal.com>

Sent:

Thursday, June 23, 2022 10:52 AM

To:

Nick Poole; Dennis L. Keschl

Cc:

Mary Vogel

Subject:

2022 Mil Rate Calc Sheet

Attachments:

2022 MIL RATE CALC from 2022 MVR WILL NEED UPDATE AND CORRECTION.xlsx

#### **EXTERNAL MESSAGE:**

Dennis & Nick,

Nick and I have completed the 2022 commitment. We can keep the mil rate at 15.38.

This does give us a \$119,800+ overlay.

I strongly recommend keeping the mil rate at 15.38 for 2022.

The Board will be presented with 2 mil rate options; 1 at the current rate and a second lower rate to match last year's overlay amount.

I am on vacation the week of the Board's meeting but Nick and I have discussed this at length so he can speak for both of us.

Note, if changes are needed to the calc sheet, update from page 10

Thanks,

Rob Duplisea

#### 2022 MUNICIPAL TAX RATE CALCULATION FORM

	Municip	pality:	0		
	BE SURE TO	COMPLETE THIS FORM BEF	ORE FILLI	NG IN THE TAX ASSESSMEN	IT WARRANT
•	1. Total taxable valuation of re	eal estate	1	\$562,211,40 (from Page 1, line 6)	00
2	2. Total taxable valuation of pe	ersonal property	2	\$4,491,20 (from Page 1, line 10)	00
3	3. Total taxable valuation of re	eal estate and personal property	(Line 1 plu	s line 2)	3 \$566,702,600 (from Page 1, line 11)
4	. (a) Total exempt value for a	II homestead exemptions grante	ed 4(a)	\$18,582,50 (from Page 1, line 14f)	_
	(b) Homestead exemption re	eimbursement value	4(b)	\$13,565,22	5
5	. (a) Total exempt value of all	BETE qualified property	5(a)	\$3,542,90 (from Page 2, line 15c)	0
	(b) BETE exemption reimbur	rsement value	5(b)	\$1,771,45	0
6	. Total valuation base (Line 3	plus line 4(b) plus line 5(b))			<b>\$582,039,275</b>
	<u>ASSESSMENTS</u>				
7.	County tax		7 [	\$817,777.00	
8.	Municipal appropriation		8	\$3,529,875.00	
9.	TIF financing plan amount		9 [	\$0.00 (must match page 2, line 16c + 16d)	
10.	Local education appropriation (Adjusted to municipal fiscal year)		10	\$6,639,956.82	]
11.	Total appropriations (Add line	es 7 through 10)		1:	\$10,987,608.82
	ALLOWABLE DEDUCTIONS	3			
12.	Anticipated state municipal re		12	\$315,080.00	
		venues that have been formally	13	\$1,840,664.00	]
		ommitment such as excise tax re ome, appropriated surplus rever			
14.	Total deductions (Line 12 plus	s line 13)		14	\$2,155,744.00
15.	Net to be raised by local prope	erty tax rate (Line 11 minus line	14)	15	\$8,831,864.82
16.	\$8,831,864.82 (Amount from line 15)	x 1.05	= [	\$9,273,458.06	Maximum Allowable Tax
17.	\$8,831,864.82 (Amount from line 15)	÷ \$582,039,275 (Amount from line 6)	=	0.01517	Minimum Tax Rate
18.	40.000.400.00	÷ \$582,039,275  (Amount from line 6)	= [	0.01593	Maximum Tax Rate
19.	\$566,702,600.00 >	0.04700	= [	\$8,715,885.99 (Enter on page 1, line 13)	Tax for Commitment
20.	\$8,831,864.82 >		=		Maximum Overlay
21.	\$13,565,225 ×		=	\$208,633.16	Homestead Reimbursement
22.	(Amount from line 4b.) \$1,771,450 x		=	\$27,244.90	BETE Reimbursement
23.	(Amount from line 5b.)  \$8,951,764.05 -	(Selected Rate)  \$8,831,864.82  (Amount from line 15)	=	standard on line 9, Assessment Warrant) \$119,899.23 (Enter on line 5, Assessment Warrant)	Overlay

(If Line 23 exceeds Line 20 select a lower tax rate.)

#### 2022 MUNICIPAL TAX RATE CALCULATION FORM

	Munici	pality:		0		_	
	BE SURE T	O COMPL	ETE THIS FORM BEFOR	RE FILI	LING IN THE TAX ASSESSM	ENT WARRANT	
1	. Total taxable valuation of	real estate			1 \$562,211, (from Page 1, line 6)	400	
2	?. Total taxable valuation of p	personal p	roperty	;	2 \$4,491, (from Page 1, line 10)	200	
3	. Total taxable valuation of r	eal estate	and personal property (Li	ne 1 p	lus line 2)	3 \$56 (from Page 1	66,702,600
4	. (a) Total exempt value for	all homest	ead exemptions granted	4(a	\$18,582, (from Page 1, line 14f)		,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,
	(b) Homestead exemption	reimburse	ment value	4(b	\$13,565,	225	
5.	. (a) Total exempt value of a	II BETE qu	alified property	5(a	(from Page 2, line 15c)	900	
	(b) BETE exemption reimb	ursement v	ralue	5(b		450	
6.	Total valuation base (Line	3 plus line	4(b) plus line 5(b))			6 \$58	2,039,275
	<u>ASSESSMENTS</u>						
7.	County tax			7	\$817,777.00		
8.	Municipal appropriation			8	\$3,529,875.00		
9.	TIF financing plan amount			9	\$0.00 (must match page 2, line 16c + 16d)		
10.	Local education appropriate		hare/contribution)	10			
11.	Total appropriations (Add lin	nes 7 throu	gh 10)			11 <b>\$10,9</b> 8	37,608.82
	ALLOWABLE DEDUCTION	IS					
	Anticipated state municipal		aring	12	\$315,080.00		
13.	Other revenues: (All other re	evenues th	at have been formally	13	\$1,840,664.00		
					.G. reimbursement, renewable (Do not include any homestea		
14.	Total deductions (Line 12 pl	us line 13)				14 \$2,15	5,744.00
15.	Net to be raised by local pro	perty tax ra	te (Line 11 minus line 14)	)		15 \$8,83	1,864.82
16.	\$8,831,864.82 (Amount from line 15)	x	1.05	= [	\$9,273,458.06	Maximum Allowal	ole Tax
17.	\$8,831,864.82 (Amount from line 15)	÷	\$582,039,275 (Amount from line 6)	= [	0.01517	Minimum Tax Rat	е
18.	\$9,273,458.06 (Amount from line 16)	÷	\$582,039,275 (Amount from line 6)	= [	0.01593	Maximum Tax Ra	te
19.	\$566,702,600.00	x	0.01532 (Selected Rate)	= [	\$8,681,883.83 (Enter on page 1, line 13)	Tax for Commitme	ent
20.	(Amount from line 3) \$8,831,864.82 (Amount from line 15)	x	0.05	= [	\$441,593.24	Maximum Overlay	· · · · · · · · · · · · · · · · · · ·
21.	\$13,565,225	х [	0.01532	= [	\$207,819.25 (Enter on line 8, Assessment Warrant)	Homestead Reim	bursement
22.	(Amount from line 4b.) \$1,771,450	x	(Selected Rate) 0.01532	= [	\$27,138.61	BETE Reimburse	ment
23.	(Amount from line 5b.) \$8,916,841.69	-	(Selected Rate) \$8,831,864.82 (Amount from line 15)	= [	(Enter on line 9, Assessment Warrant) \$84,976.87	Overlay	
	u ing 14 bille linge 21 and 22 \		(ALCOUNT FROM IMP 15)		CEUTER OF THE STASSESSMENT VVARIANTI		

(If Line 23 exceeds Line 20 select a lower tax rate.)



60 COMMUNITY DRIVE AUGUSTA, MAINE 04330-9486 (207) 623-8428 www.memun.org

#### Memorandum

To:

Key Municipal Officials of MMA's Member Municipalities

From:

James Bennett, President, Maine Municipal Association

Date:

June 23, 2022

Re:

Ballot for Election to MMA's Legislative Policy Committee



MMA's member municipalities have made their nominations for the 2022-2024 Legislative Policy Committee (LPC). It is now time to elect your representatives to serve on the Committee. The election ballot is enclosed. The ballot must be completed by the Board of Selectmen or Town/City Council of your municipality.

#### Number of votes

A majority of municipalities are being asked to vote for two candidates, because there are two elected LPC members for most districts. Some municipalities only vote for one candidate, because the other LPC member in that district is appointed. You are instructed on the ballot (above the list of candidates) whether to vote for two candidates or just one.

#### Candidate profiles

If you are not familiar with any of the candidates, please review the Candidate Profiles on the back of the ballot. Feel free, also, to contact the candidates directly.

#### Write-in candidates

In addition to the candidates listed on the ballot, you may vote for a candidate whose name is not on the ballot by writing that person's name in. The write-in candidate need not be from your municipality but must be an elected or appointed official from a municipality in your Senate/LPC District. Check to be sure the write-in candidate is willing to serve if elected! Write-in candidates should be communicating their interest in serving among the municipal officers within their district.

If you are instructed to vote for two candidates and only one candidate is on the ballot, please use the "write-in" line for your second vote if you know of someone who is willing to serve.

# Deadline for returning ballot

Return to ballot by 5:00 p.m. on **August 11, 2022** to Laura Ellis either in the enclosed envelope, via email (lellis@memun.org) or FAX: 624-0129

Your participation is important – Thank You!

# **OFFICIAL BALLOT** – District 15

# **Maine Municipal Association's Legislative Policy Committee**July 1, 2022 – June 30, 2024

VOTE	E FOR ONE (Augusta	appoints 1 LPC Member):		
	Courtney Allen, City (	_ ( write in)		
	(name)	(position)	(municipality)	_ (P Wille III)
		Candidate Profiles Arc	e On Reverse Side	
MUNI	CIPALITY:		DATE:	
		BY SELECTME	N/COUNCILORS:	
	signature		print name	
	signature		print name	
	signature		print name	
	signature		print name	
	signature		print name	

Return by 5:00 p.m., August 11, 2022 to:

Laura Ellis, Maine Municipal Association lellis@memun.org
Fax: 624-0129

# LPC Senate District 15 (Augusta appoints 1 LPC Member)

Augusta Belgrade China Mount Vernon Sidney Vassalboro

#### **Candidate Profile:**

Courtney Allen has spent two years serving as an At-Large City Councilor in Augusta. She is currently the Organizing Director of the Maine Recovery Advocacy Project, helping to pass countless pieces of legislation to address the addition crisis in Maine. Courtney is a graduate student at the Muskie School of Public Service, working toward her master's degree in Public Policy. Prior to this work, she worked for Sen. Angus King in Washington, DC. She would like to serve on the LPC because she has dedicated her life and work to helping address community issues through public policy and sees service on the LPC as one more way to use her expertise to give back to her community and district.

			Invoice Description	Reference	
Descripti	on		Account Pro	oj Amount	Encumbrance
00289 AUGUSTA E	FUEL CORP				
0271	22731	. 07	TRANSFER STATION OFFROAD	5956252	
TRANSFER STA	ATION OFF	ROAD	E 15-05-30-02	266.94	0.00
		SOLID WASTE	C / WASTE - SUPPLIES / FUEL		
			Invoice Total		
			TRANSFER STATION OFF ROAD		0.00
TRANSFER STA			E 15-05-30-02 / WASTE - SUPPLIES / FUEL	660.49	0.00
		SOLID WASIE	Invoice Total	- 660.49	
0271	22731	0.7	FACILITY OFF ROAD	5956243	
FACILITY OFF			E 13-01-30-02	203.44	0.00
		FACILITIES	/ GENERAL - SUPPLIES / FUEL		
			Invoice Total	- 203.44	
W.			Vendor Total	1,130.87	
00623 BELGRADE	MECHANICA	L SERVICES			
0271	22732	07	WALKER MOWER REPAIR	1122	(4)
WALKER MOWER	REPAIR		E 12-01-35-01	165.73	0.00
		CEMETERY / C	CEMETERY - REPAIRS / EQUIPMENT		
			Invoice Total-	165.73	
			TIRES, BRACKET WELD SKID S	1116	
TIRES, BRACKE			E 15-05-35-11	646.89	0.00
	:	SOLID WASTE	/ WASTE - REPAIRS / SKID STEER		
Ü			Invoice Total-		
			Vendor Total	- 812.62	
00271 BERNSTEIN,					
0271			MONTHLY RETAINER	MAY 2022	0.00
MONTHLY RETA		CENII COV /	E 01-10-15-02 ADMIN - PROFESSIONAL / LEGAL	1,000.00	0.00
	,	JEN 1 GOV. /	Invoice Total-		
0271	22733	0.7	JONES APPEAL	4015436	
JONES APPEAL		07	E 01-10-15-02	57.00	0.00
OONGO HELDING		GEN'L GOV. /	ADMIN - PROFESSIONAL / LEGAL		
			Invoice Total-	57.00	
	2		Vendor Total-	1,057.00	
00263 BOB THE PL	UMBER, IN	1C.			
0271	22734	07	WATER FILTERS CFAS	5995	
			E 13-02-35-06	210.00	0.00
10	F	'ACILITIES /	CFAS - REPAIRS / PLUMBING		
			Vendor Total-	210.00	
00386 BOUNDTREE	MEDICAL	7			
0271	22735	07	EMS SUPPLIES	84558427	
EMS SUPPLIES			E 05-05-30-07	1.71	0.00
	P	UBLIC SAFTY	/ FD/ RSC DEPT - SUPPLIES / EMS		
			Invoice Total-	1.71	
0271	22735	07	EMS SUPPLIES	84556375	
EMS SUPPLIES			E 05-05-30-07	363.69	0.00
	P	UBLIC SAFTY	/ FD/ RSC DEPT - SUPPLIES / EMS		
all a			Invoice Total-		
0271	22735	07	EMS SUPPLIES	84558428	2 22
EMS SUPPLIES			E 05-05-30-07	648.51	0.00
\$***	Pi	JBLIC SAFTY	/ FD/ RSC DEPT - SUPPLIES / EMS	CAO E1	
	-	# approximate	Invoice Total-		
. 0271	22735	07	BURN CREAM	84560712	

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Jrnl	Check	Month	Invoice Descri	ption	Reference	
Description			Account	Proj	Amount	Encumbrance
0271	22737	07	DEPOT FD ELECTRI	CITY	709001452330	
DEPOT FD ELECT	RICITY		E 13-07-20-04		48.79	0.00
	FA	CILITIES	/ FD:DEPOT - SERVICES /	ELECTRICITY		
			Inv	oice Total-	48.79	
0271	22737	07	TRANSFER STATION	ELECTRIC	707001472121	
TRANSFER STATI	ON ELECTE	≀IC	E 13-09-20-04		507.33	0.00
	FA	CILITIES	/ TRANSFER STA - SERVIC	ES / ELECTRICI	TY	
100 V			Inve	oice Total-	507.33	
0271	22737	07	VILLAGE GREEN ELE	CTRIC	721001368115	
			E 13-10-20-04		21.11	0.00
	FAC	CILITIES	/ PARKS - SERVICES / ELE	ECTRICITY		
			Invo	ice Total-	21.11	
. 0271	22737	07	STREET LIGHTS		701001634323	
STREET LIGHTS			E 05-25-20-04		100.03	0.00
SINDDI DIGNIS		BLIC SAFT	/ STREET LIGHT - SERVI	CES / ELECTRI		
*	101	,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,		ice Total-	100.03	
, 47				ndor Total-	1,801.17	
			Ver	IGOI IOCAI-		
00657 CREATIVE DIG						
0271	22738	07	2022 TAX BILLING		2022	
2022 TAX BILLIN	.0		E 01-10-25-01		1,760.00	0.00
7	GEN	'L GOV. /	ADMIN - PRINTING / TAX	BILLS		
	9		Ver	dor Total-	1,760.00	
00107 DAVID HALLOW	ELL CONSI	RUCTION I	LC			
0271	22739	07	DEPOT&HULIN GRAVE	L	1228	
DEPOT&HULIN GRA			E 10-01-30-04		8,181.00	0.00
			/ ROADS-GM - SUPPLIES	/ OPERATING		
8 v =			Invo	ice Total-	8,181.00	
0271	22739	07	GRAVEL		1236	
GRAVEL	22133	0 /	E 10-01-30-04		608.00	0.00
GRAVED	PIIR	LTC WORKS	/ ROADS-GM - SUPPLIES	/ OPERATING		
5				ice Total-	608.00	
				dor Total-	8,789.00	
			Ven	401 10141		
00711 E.J. PRESCOT						
0271	22740	07	HULIN ROAD REPAIRS	1	6032414	
HULIN ROAD REPA			E 10-01-30-04		718.04	0.00
	PUB	LIC WORKS	/ ROADS-GM - SUPPLIES /	OPERATING		
			Vend	dor Total-	718.04	
00403 FIRE SERVICE	COMPLIANC	CE ASSOCIA	ATES			
.0271	22741	07	CFAS, OFFICE, GARA	GE CONS	2022	
GARAGE			G 3-109-00		1,950.00	0.00
Oliveron .	CAPI	TAL PROJ	/ FACILITIES			
PARKS/REC			G 3-592-00		1,950.00	0.00
	CAPI	TAL PROJ	/ RECREATION			
TOWN OFFICE			E 13-14-35-08		100.00	0.00
*	FACI	LITIES /	TOWN OFFICE - REPAIRS /	BUILDING		
			Vend	lor Total-	4,000.00	
0744 GREENWALD, RI	CHARD	-				
		07	MILEAGE REIMBURSEM	ENT 77	6/14-6/16/2022	
11/2/11				DIAT //	33.88	0.00
	The means of				33.00	0.00
MILEAGE REIMBURS				/ קווא מפרים אינים איני	rт	
			CODE ENFORCE - SERVICES			
MILEAGE REIMBURS	GEN'	L GOV. /	CODE ENFORCE - SERVICES Invoi	ce Total-	33.88	
MILEAGE REIMBURS	GEN'	L GOV. /	CODE ENFORCE - SERVICES  Invoi  MILEAGE REIMBURSEM	ce Total-	33.88	0.00

Jrnl	Check Mont	th Invoice Descript	ion Refe	erence	
Description		Account	Proj	Amount	Encumbranc
73.	GEN'L GO	V. / CODE ENFORCE - SERVICES	/ TRANSPORTATI		
		Invoid	ce Total-	39.60	
ţ:		Vend	or Total-	73.48	
00009 HAMMOND LUMBI	ER COMPANY				
0271	22743 07	EXPANDING FOAM	56073	34	
EXPANDING FOAM		E 10-01-30-04		38.36	0.00
	PUBLIC W	ORKS / ROADS-GM - SUPPLIES /	OPERATING		
* (s).			e Total-	38.36	
563	12	BARK MULCH CFAS	56109		
BARK MULCH CFAS		E 13-02-35-08	<b>C</b>	560.00	0.00
·*	FACILITI	ES / CFAS - REPAIRS / BUILDIN	e Total-	560.00	
0271	22742 07	CFAS SWIM FLOAT PAR			
FAS SWIM FLOAT E			15 31909	77.77	0.00
, ,		ES / CFAS - REPAIRS / BUILDIN	G	,,,,,	0.00
16			Total-	77.77	
20271	22743 07	NYLON TWISTS	562698	31	
NYLON TWISTS		E 12-01-30-04		19.98	0.00
	CEMETERY	/ CEMETERY - SUPPLIES / OPER	ATING		
		Invoice	Total-	19.98	
		Vendo	r Total-	696.11	
00077 HARRIS COMPUT	ER SYSTEMS				
0271 2	22744 07	TRIO TO NEW SERVER	JGK-BE	L-062722	
TRIO TO NEW SERV	ER	E 01-10-46-02		550.00	0.00
	GEN'L GOV	. / ADMIN - LICENSES / HARRIS			
		Vendo	Total-	550.00	
0638 LEAF					
	2745 07	TOWN OFFICE COPIER	134113	13	
		E 01-10-20-14		10.18	0.00
	GEN'L GOV	. / ADMIN - SERVICES / COPIER	·	10.10	
		Vendor	Total-	10.18	
0715 LEVESQUE POOLS					
0271 2:	2746 07	POOL PARTS	33548		
POOL PARTS	, 22 022 2828	E 13-02-35-15		149.79	0.00
	FACILITIE	S / CFAS - REPAIRS / POOL	Total-	149.79	
0071	2746 07		33320	149.79	
0271 22 POOL OPENING	2/46 0/	POOL OPENING E 13-02-35-15	33320	862.22	0.00
POOL OPENING	FACILITIES	S / CFAS - REPAIRS / POOL		002.22	0.00
<u>)</u> -		Invoice	Total-	862.22	
		Vendor		,012.01	
727 MAID4U				-	
	2747 07	TOWN OFFICE CLEANING	JUNE 20	22	
TOWN OFFICE CLEAN			001.2 20	875.00	0.00
		/ TOWN OFFICE - SERVICES / C	CLEANING		oper control of a second of a
		Invoice		875.00	
0271 22	.747 07	NBCC CLEANING	JUNE 20	22	
NBCC CLEANING	100 No.	E 13-03-20-09		500.00	0.00
1	FACILITIES	/ NBCC - SERVICES / CLEANING			
		Invoice	Total-	500.00	
0271 22	747 07	LAKES FD CLEANING	JUNE 20	22	
LAKES FD CLEANING		E 13-06-20-09		500.00	0.00
W.	FACILITIES	/ FD:LAKES - SERVICES / CLEA	NING		

Jrnl	Check	Month	Invoice Des	cription	Reference	
Description			Account	Proj	Amount	Encumbrance
				Invoice Total-	500.00	
0271	22747	07	CFAS CLEANING		JUNE 2022	
CFAS CLEANING			E 13-02-20-09		1,775.00	0.00
	FACI	LITIES ,	/ CFAS - SERVICES /	CLEANING		
			:	Invoice Total-	1,775.00	
				Vendor Total-	3,650.00	
00001 MAINE MUNICIE	AL					
0271	22748	07	BENEFITS			
DENTAL INSURANCE			G 1-226-00		201.00	0.00
1 T T T T T T T T T T T T T T T T T T T	GEN'	L FUND /	DENTAL INS		150 51	0.00
LIFE INSURANCE	CENTL	EUND /	G 1-229-00		159.51	0.00
VISION INSURANCE		/ מאחק י	LIFE INS G 1-231-00		7.15	0.00
VIDION INSULANCE		FUND /	VISION INS		7.13	0.00
HEALTH INSURANCE		,	E 01-10-10-13		1,864.42	0.00
	GEN'I	GOV. /	ADMIN - PERSONNEL /	BENEFITS		
HEALTH INSURANCE			G 1-225-00		2,272.04	0.00
		FUND /	HEALTH INS.		2017	
HEALTH INSURANCE			E 25-30-10-13		968.02	0.00
HEAT MIL THOUDANCE		ATION /	REC PROGRAMS - PERS E 05-05-10-13	ONNEL / BENEFITS	1,864.42	0.00
HEALTH INSURANCE		C SAFTY	/ FD/ RSC DEPT - PE	RSONNEL / BENEETT	100.00	0.00
HEALTH INSURANCE		C DAITI	E 01-15-10-13	NOONNEE / BENEFIT	932.21	0.00
9		GOV. /	MANAGER - PERSONNEL	/ BENEFITS		
HEALTH INSURANCE	:LIBRARY		E 30-01-10-13		932.21	0.00
	LIBRA	RY / LIE	BRARY - PERSONNEL /	BENEFITS		
HEALTH INSURANCE			E 15-05-10-13		926.63	0.00
	SOLID	WASTE /	/ WASTE - PERSONNEL ,			
•,			•	Vendor Total-	10,127.61	
00002 MAINE MUNICIPA					00657	
	2749	07	WORKER COMPENSA	ATION	=====	*** SEPARATE ***
WORKER COMPENSATI			E 23-15-99-99	ne / Evpenae	6,083.85	0.00
	INSUR	ANCE / W	ORKERS COMP - EXPENS			
8 SO 32 CO 3		AUT YOUR		voice Total-	6,083.85	
	2750	07	LIABILITY INSUR	ANCE	56534	*** SEPARATE ***
LIABILITY INSURAN			E 23-25-99-99	/ BILDENAB	15,622.50	0.00
	INSURA	INCE / L	IABILITY - EXPENSE /		15 600 50	
				voice Total-	15,622.50	
	<u>.</u>			Vendor Total-	21,706.35	
0161 MAINE PAPER SO	LUTIONS LI	'C				
0271 22	751	07	TOILET PAPER		516697	
TOILET PAPER			E 01-10-30-04		41.25	0.00
3.6	GEN'L	GOV. / I	ADMIN - SUPPLIES / O	PERATING -		
a de la companya de	_		v	endor Total-	41.25	
0037 MAINE RESOURCE	RECOVERY	ASSOC				
0271 22	752	07	ANNUAL MEMBERSH	[P	MBHR23-102	
ANNUAL MEMBERSHIP		F	€ 15-05-46-07		200.00	0.00
	SOLID	WASTE /	WASTE - LICENSES / S	TRNSFR STATN		
			V	endor Total-	200.00	
0668 MAINE STATE FED	. OF FIRE	FIGHTERS	3			
0271 22	753	7	MEMBERSHIP 2022-	-23	58734	
MEMBERSHIP 2022-23	}	s s	05-05-14-07		420.00	0.00
	PUBLIC	SAFTY /	FD/ RSC DEPT - MEME	BERSHIP / FD	.=:''*	<del>-</del> · · · ·
				endor Total-	420.00	

Jrnl	Check	Month	Invoice Description	Reference	
Description	on		Account Proj	Amount	Encumbrance
00532 MARSHALL	GRINDING				
0271	22754	07	WOOD GRINDING	6/22/2022	
WOOD GRINDIN	IG		E 15-05-20-13	4,708.20	0.00
.3*		SOLID WASTE	E / WASTE - SERVICES / DISPOSAL		
		,	Vendor Total-	4,708.20	
00742 MB TRACTOR	R & EQUIP	MENT			
0271	22755		WALKER MOWER COOLING FAN	FW04128	
WALKER MOWER	COOLING	FAN	E 12-01-35-01	479.60	0.00
· f.		CEMETERY /	CEMETERY - REPAIRS / EQUIPMENT	4000	
			Invoice Total-	479.60	
0271	22755	07	MOWER REPAIRS	FI07938	
MOWER REPAIRS			E 12-01-35-01	26.96	0.00
*	1	CEMETERY /	CEMETERY - REPAIRS / EQUIPMENT		
			Invoice Total-	26.96	
0271	22755	07	MOWER REPAIRS	FI07939	• • •
MOWER REPAIRS	-		E 12-01-35-01	13.58	0.00
ONE .	(	LEMETERY /	CEMETERY - REPAIRS / EQUIPMENT	40.50	
		0.7	Invoice Total-	13.58	
··60271		07	MOWER REPAIRS	FI08036	0.00
MOWER REPAIRS		remember / /	E 12-01-35-01 CEMETERY - REPAIRS / EOUIPMENT	90.02	0.00
		ZEMETEKT / (	Invoice Total-	90.02	
			Vendor Total-	610.16	
00010 10 0000		-	Vendor Total-		
00310 MMTCTA		Though a			
0271		• ,	TREASURER TRAINING	1000425881	0.00
TREASURER TRA			E 01-10-13-01	55.00	0.00
3	G	EN'L GOV. /	ADMIN - EDUCATION / EDUCATION  Vendor Total-	55.00	
			Vendor Total-		
03256 MODERN PEST					
0271	22757	07	CFAS PEST CONTROL	5350308	0.00
CFAS PEST CONS		ACTITMIES /	E 13-02-20-12 CFAS - SERVICES / PEST CONTROL	72.00	0.00
and the second	r	ACILITIES /	Vendor Total-	72.00	
·			vendor rotar-	72.00	
00387 OVERHEAD DO					
			TOWN OFFICE DOORS	4-0014428	
TOWN OFFICE DO			E 13-14-35-08 TOWN OFFICE - REPAIRS / BUILDING	155.00	0.00
	F7	ACILITIES /	The second secon	155.00	
0074	00750	0.7	Invoice Total-	155.00	
0271				4-0017429 355.00	0.00
TRANSFER STATI			E 13-09-35-14 TRANSFER STA - REPAIRS / DOORS	333.00	0.00
<i>(</i> '	F F	ACIDITIES /	Invoice Total-	355.00	
	22750	0.7	NBFD DOORS	4-0017430	
NBFD DOORS	22138		NBFD DOORS E 13-08-35-14	430.92	0.00
WILD DOOKS	FZ		FD:NB - REPAIRS / DOORS	150.52	0.00
wa).			Invoice Total-	430.92	
ŏ			Vendor Total-	940.92	-
2	DIEC TAG				
0182 PIKE INDUST			anyawan amaya	1107052	
0271			CRUSHED STONE	1187253	0.00
CRUSHED STONE			E 10-01-30-04 / ROADS-GM - SUPPLIES / OPERATING	587.14	0.00
	10	PTIC MOKKS		587.14	
	00750	07	Invoice Total-		
0271	22759	07	2022 PAVING	44140	

## Page 7

Jrnl	Check	Month	Invoice De	scription	Reference	
Description			Account	Proj	Amount	Encumbrance
PAVING 12.5 & 9	.5MM		E 27-02-20-07		328,433.65	0.00
		OND OBL	I / 2022 ROAD BO -	SERVICES / CONTRA		
RECLAIM & FINE (		OND OBT	E 27-02-20-07 I / 2022 ROAD BO -	SERVICES / CONTRA	86,756.00	0.00
ASPHALT ADJUSTM		OND OND	E 27-02-20-07	BERVICES / CONTRA	16,492.72	0.00
	RD B	OND OBLI	/ 2022 ROAD BO -	SERVICES / CONTRAC	CTED	
				Invoice Total-	431,682.37	
ž.				Vendor Total-	432,269.51	
00040 POWER EQUIPME	NT PLUS					
0271		07	MOWER REPAIR	S	99223888	
MOWER REPAIRS		repy / c	E 12-01-35-01 EMETERY - REPAIRS	/ FOUL DMENT	19.96	0.00
	CEME	IERI / C	EMEIERI - KEPAIKS	Vendor Total-	19.96	
 00003 REGISTRY OF D	EEDS			Vendor rouge		
0271 2		0.7	1 LIEN DISCHA	NPCF		
1 LIEN DISCHARGE				mod	19.00	0.00
†			ADMIN - FEES / DIS	SCHARGE	_,	
*				Invoice Total-	19.00	
0271 2	2761	07	LIEN DISCHARG	E	1	
LIEN DISCHARGE			E 01-10-47-01		19.00	0.00
4	GEN'L	GOV. /	ADMIN - FEES / DIS			
*C	9			Invoice Total- Vendor Total-	19.00 38.00	
0.1540 DONG NUMBER TER				vendor Total-		
00748 RONS AUTO ELEC		07 :	MOMER REPAIRS		6/22/2022	
0271 2 MOWER REPAIRS	2762		MOWER REPAIRS E 12-01-35-01		6/22/2022 238.09	0.00
	CEMET		EMETERY - REPAIRS /	EQUIPMENT	230103	0.00
	•			Vendor Total-	238.09	
00034 RSU # 18						
0271 22	2763	07	INSTALLMENT-		JULY 2022	
RSU # 18 INSTALI	MENT		E 31-01-99-99		556,617.68	0.00
	SCHOOL	L / RSU	18 - EXPENSE / EXP			
				Vendor Total-	556,617.68	
00612 SPECTRUM ENTER						
5	=0.50 =0.05	200	NBCC INTERNET		0010732062522	0.00
NBCC INTERNET			E 13-03-20-01 NBCC - SERVICES / (	COMMINICATIO	237.70	0.00
	FACILI	.1165 /	NDCC DERVICED / C	Vendor Total-	237.70	
0130 STAPLES CREDIT	PLAN		-			
0271 22		07	PAPER, STAPLES	•	3077606911	
PAPER, STAPLES			E 01-10-30-03	2	354.38	0.00
h	GEN'L	GOV. / I	ADMIN - SUPPLIES /	OFFICE		
				Vendor Total-	354.38	
0424 STEVENS, JASON	-					
0271 22	766	07	EQUIPMENT USE			
MINI EXCAVATOR 29			E 10-01-20-07		3,286.86	0.00
1 1000	PUBLIC		/ ROADS-GM - SERVIC	ES / CONTRACTED	1 602 26	0.00
18YD TRUCK18HRS	סווםד דכ		E 10-01-20-07 / ROADS-GM - SERVIC	ES / CONTRACTED	1,693.26	0.00
SKID STEER 8HRS	FORFIC		E 10-01-20-07	LO / CONTINUED	566.96	0.00
et discourse the contract of	PUBLIC		ROADS-GM - SERVIC	ES / CONTRACTED		
RIP RAP 8YDS			E 10-01-30-04	na / oppos	160.00	0.00
i a-	PUBLIC	WORKS /	ROADS-GM - SUPPLI	ES / OPERATING		

Jrnl	Check	Month	Invoice De	escription	Reference	
Description	1		Account	Proj	Amount	Encumbrance
ć .				Vendor Total-	5,707.08	
00521 TICKE'D OF	F					
0271	22767	07	CFAS SPRAY		6/17/2022	
CFAS SPRAY			E 13-02-20-12		160.00	0.00
*		FACILITIES	/ CFAS - SERVICES	/ PEST CONTROL		
				Vendor Total-	160.00	
00048 TREASURER,	STATE O	F MAINE				
0271	22768	07	PLUMBING PER	RMITS		
PLUMBING PERM	ITS		G 1-211-00		287.50	0.00
	(	GEN'L FUND	/ PLUMB. PERM.			
				Invoice Total-	287.50	
0271	22768	07	PLUMBING PER	RMITS		
PLUMBING PERMI			G 1-211-00		10.00	0.00
	G	GEN'L FUND	/ PLUMB. PERM.			
				Invoice Total-	10.00	
				Vendor Total-	297.50	
0611 TREASURER,	STATE OF	MAINE				
0271	22769	07	COMPOST LICE	NSE	DEP0607221SWF00	
COMPOST LICENS			E 15-05-46-07		176.00	0.00
×	S	OLID WASTE	/ WASTE - LICENSES			
				Vendor Total-	176.00	
0176 UNION FARM	EQUIPMEN	T				
0271	22770	07	MOWER REPAIR	S	UFE-205479	
, MOWER REPAIRS			E 12-01-35-01		150.00	0.00
g '	С	EMETERY / C	EMETERY - REPAIRS	The state of the s		
				Vendor Total-	150.00	
0369 WB MASON CO,	, INC					
0271	22771	07	PAPER FOR FD		230443994	
PAPER FOR FD			E 05-05-30-03		59.99	0.00
	Pi	UBLIC SAFTY	/ FD/ RSC DEPT -	SUPPLIES / OFFICE		
				Invoice Total-	59.99	
0271	22771	07	PENS		230672119	
PENS			E 01-10-30-03	. 12.75000000000000000000000000000000000000	15.96	0.00
	GI	EN'L GOV. /	ADMIN - SUPPLIES ,			
				Invoice Total-	15.96	
				Vendor Total-	75.95	

Jrnl	Check	Month	Invoice	Description	Reference	
Descriptio	n		Account	Proj	Amount	Encumbrance
				Prepaid Total-	0.00	
	¥			Current Total-	1,062,514.02	
				EFT Total-	0.00	
				Warrant Total-	1,062,514.02	

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., SELECTPERSON
DANIEL NEWMAN, SELECTPERSON
BARBARA ALLEN, V. CHAIR
CAROL JOHNSON, SELECTPERSON
DENNIS L. KESCHL, TOWN MANAGER