

**Town of Belgrade  
Board of Selectpersons Agenda**

**August 2, 2022 / 6:30 p.m.**

**Belgrade Town Office**

**990 Augusta Road**

**This meeting will be conducted in person.**

**The public may also view the meeting and participate online at**

**<https://us02web.zoom.us/j/81131427984>**

**Call to order and Pledge of Allegiance**

**PUBLIC COMMENT**

**OLD BUSINESS**

1. Review of the July 20, 2022, Selectboard Meeting Minutes.
2. Amendments to the Town of Belgrade Commercial Development Review Ordinance
3. Maine DOT Belgrade Cooperative Agreement Revised-Belgrade Water System Agreement

**NEW BUSINESS**

1. Road Paving Budget.
2. Treasurers Certificate of Settlement for 2019, 2020 & 2021 tax years
3. WARRANT

**TOWN MANAGER REPORT**

**Updates & Announcements:**

**EXECUTIVE SESSION:** 1 M.R.S.A. §405(6)(A) – Personnel matter – Interim Town Manager Discussion

**EXECUTIVE SESSION:** 1 M.R.S.A. §405(6)(A) – Personnel matter

**Town of Belgrade**  
**Board of Selectpersons**  
**Executive Session Meeting Minutes**  
**July 20, 2022 / 6:30 p.m.**  
**Belgrade Town Office**  
**990 Augusta Road**

The Select Board convened 6:05 p.m. and entered executive session pursuant to 1 M.R.S.A. § 405 (6)(A) The Select Board re-entered the regular board meeting.

Decision: The Board extended an offer to a candidate for the Town Manager position. The Select Board adjourned 7:03 p.m.

# Memo

**Date:** 08-02-2022

**Re:** Amendments to the Commercial Development Ordinance

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## **In your packet:**

- Memorandum from the Planning Board's special meeting on Thursday, July 28<sup>th</sup>
- Recommendations from Steve Buchsbaum – dated July 20, 2022
- Solar, telecommunications & wind energy facilities – proposed amendments to the Commercial Development Review Ordinance
- Phil Saucier's comments/suggestions to add in a provision to grandfather certain permits
- Phil Saucier – Extension of Moratorium

## **Timeline to move forward:**

- Nov. 8 – Election Day.
- Oct. 7 – Absentee voting begins.
- Sept. 8 – 60 days prior to the election, the Town Clerk must have received the approved ballot language.
- Sept. 6 – Selectboard approves proposed amendments and ballot language.
- Aug. 18 – Planning Board considers Town Attorney's suggestions regarding proposed amendments, and approves final proposed language.
- Aug. 3 – Proposed amendments sent to Town Attorney for legal review.
- Aug. 2 – Selectboard reviews and considers proposed amendments.

## MEMORANDUM

TO: Town of Belgrade Board of Select Persons

FROM: Peter Rushton, Chair, Belgrade Planning Board

DATE: July 28, 2022

RE: Proposed Commercial Development Review Ordinance Amendments to Regulate Non-residential Solar Energy Producing Facilities

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This memo addresses Solar Fields' recommendations for changes to the draft ordinance, presented at and since the Select Board's July 19<sup>th</sup> meeting. To discuss and evaluate Solar Fields' recommendations, the Planning Board held a special meeting on July 28<sup>th</sup>.

The purpose of this memo is to explain the basis of the various proposed application requirements and permitting standards to which Solar Fields objects and provide clarification where there are misunderstandings. Our objective is to ensure the Board of Select Persons have the information needed to make an informed decision as to whether to vote to proceed with the ordinance adoption process, or to delay and ask the Planning Board to re-write the ordinance.

This response was approved by the Planning Board at its July 28, 2022 meeting by a vote of 5 to 0.

Each of Solar Fields' recommendations/comments are summarized below with the Belgrade Planning Board's explanation and response in *Italics*.

1. **Setbacks from residential dwellings.** Establish 250' setback from residential structures.

*The proposed setback of solar modules from existing residential dwellings is in fact 250' (see pg. 10 of the proposed ordinance).*

2. **Natural buffers to protect streams and wetlands.** Use setbacks from State stormwater management regulations as natural buffer dimensions vs. those proposed by the Planning Board.

*The draft ordinance proposes a 100' setback and maintenance of a buffer of natural vegetation from streams and brooks, as defined by State statute. This natural resource protection measure is intended to protect wildlife habitat and travel ways, as well as the water quality of the stream including temperature. It comes from the*

*Maine Inland Fisheries & Wildlife's 2020 guidance, entitled Solar Energy Project General Resource Guidance and Recommendations. This document was developed as guidance to solar energy developers going through the State licensing process.*

*The draft ordinance includes a 75' setback and maintenance of a natural vegetation buffer from wetlands mapped by the U.S. Fish & Wildlife Service's National Wetland Inventory. The purpose is to prevent soil erosion reaching the wetland and to protect the habitat of wildlife that use the upland edge of the wetland. It is also consistent with Maine's Natural Resources Protection Act. Any incursion within 75' of a non-forested wetland would require a DEP permit. The exception to the above is if the wetland has been mapped by Maine Inland Fish & Wildlife and the Maine Natural Areas Program as habitat of high value plant and animal species, including endangered species, in which case a 250' setback and buffer would be required.*

*Solar Fields has suggested the ordinance instead use the stormwater infiltration buffer strip requirements found in Appendix F of Maine DEP's Stormwater regulations (Chapter 500). These buffers are intended for a completely different purpose than protecting wildlife habitat, stream water quality and wetland protection. They are intended to keep increased runoff from a development from reaching streams. These stormwater infiltration strips' depth and length are determined by the amount of impervious area, the soil infiltration rate, other soil properties, slope, and whether the buffer is wooded or meadow. Because they are intended to infiltrate stormwater runoff, a pre-requisite is the construction of a stone-berm lip spreader upgradient to disperse the runoff into the buffer. They range in depth from 25' to 200' if the slope is less than 8%. This is the wrong tool for the purpose.*

- 3. Property line setback.** Reduce baseline setback from property lines with abutting landowners from 125' as proposed to 25'.

*The 125' setback between the property line of an undeveloped parcel and solar modules is the product of negotiation and compromise among all the Planning Board's members. Other setbacks suggested in the course of those Board discussions ranged from 0 to 250'.*

- 4. Visual screening along public roads.** Rather than proposed 200', base depth on the required visual impact assessment.

*To develop its proposed minimum 200' vegetative visual screening requirement from public and private roads, the Planning Board considered the following:*

*\* Given Belgrade's tourism/second-home based economy, the importance of keeping*

*town attractive and maintaining to the extent possible what remains of its rural character.*

*\* Learning from previously developed solar farms along Rt. 2 in Farmington, along Main Street in Madison, and in Augusta along Routes 27 and 3. Such facilities with no or only token vegetation along these roads are very obtrusive in the landscape.*

*\* A 200' vegetative screen as specified in the draft ordinance, whether consisting of retained natural woodland when a forested site, or the planting of 6' trees mixed with shrubs for fields, , may or may not attain the performance standard of 80% obscuration (screening) of the panels and other facility structures from passing motorists, pedestrians or other passersby. The ordinance is drafted such that 200' is the minimum visual screen and the visual impact analysis determines if that is adequate or needs to be supplemented with additional planting of vegetation or other means (landscaped berms or fencing).*

*\* What do other municipalities that are lake communities that regulate commercial scale solar facilities require? We could not find any "apples to apples" comparison since most Maine lake communities like Rangeley, Harrison, Bridgeton and Winthrop do not have a solar ordinance. Municipalities that do like Greenville, Naples, Manchester and Readfield rely on zoning to regulate such commercial development. Other than in the Shoreland, Belgrade of course does not have land use zoning and therefore relies on the Commercial Development Review Ordinance to mitigate the worst impacts of such commercial/industrial development on the community and neighborhood. The only town found which relies exclusively on the visual impact assessment to determine the depth and type of visual screening is New Gloucester, and its economy is not based on lake tourism like Belgrade.*

- 5. Visual screening along property lines.** Eliminate requirement to plant visual screening along property lines.

*The proposed ordinance does not include a general visual screening requirement along all property lines. There are two exceptions. Visual screening 250' in depth is required between the solar development and the property line of an abutting residence. The ordinance provides that any such vegetative screening does not need to extend along the entire length of the common property line between the solar farm and their next-door neighbor's lot. The second exception is if the solar facility abuts a previously approved residential subdivision, in which case a vegetative screen of natural or planted vegetation of 50' would be required.*

- 6. 80% obscuration performance standard for visual impact assessments.** Define. Explain effect of distance from viewer to the solar facility modules and other components.

*Standard dictionary definitions of obscuration (outside the medical use of the word) is to prevent something from being seen by screening or shading out an object. A common example given are black out curtains. Another is driving in fog. In the context of visual impact assessments for commercial wind tower and solar facilities, obscuration means screening or shading out either entirely (100% obscuration) or to a lesser degree from a specified “view point”, such as a nearby home, while on one of the Belgrade Lakes, or from a scenic overlook such as at the Belgrade Golf Course. Based on what the Planning Board learned from DeWan Associates Landscape Architects’ presentation on visual impact assessments, it was unrealistic to expect that a solar facility could be completely hidden from the view of the public and abutters. The Planning Board decided upon 80% obscuration as a compromise - an adequate performance standard providing a fairly high level of screening of a solar facility from neighbors and the public, while being realistic as to what can be achieved through mitigation measures like natural or planted vegetative screening. Certainly, the further a solar facility or components of a facility are from a home or other viewpoint, the less visible it is and the easier it is to achieve the 80% obscuration performance standard.*

- 7. Open space preservation requirement.** Eliminate the 15% open space set aside requirement.

*This requirement is intended to ensure approved commercial solar farms contribute to the Belgrade Comprehensive Plan’s goal of maintaining 60% of the Belgrade Lakes watershed in open space and pervious surfaces. This is consistent with a similar requirement in Belgrade’s Subdivision Ordinance that has been in effect since 1988.*

- 8. Compare the definition of “farmland” with its use in the proposed ordinance.**

*The ordinance’s use of the term “farmland” in the body of the ordinance and the ordinance’s definition of “farmland” based on the definition in State law, are entirely consistent. The only variation is that the definition in Maine statute includes a criterium based on the land’s gross annual farm income in the last 5 years, and the Planning Board decided it was not appropriate for it to be asking for the income of Belgrade producers of farm products (e.g., hay, livestock, Christmas trees, vegetables, flowers, etc.) and therefore excluded this provision from the ordinance’s definition.*

- 9. Identification of prime farmland soils and soils of statewide importance.** Rely on US Department of Agriculture soil maps to identify when such soils are present and when to require a soil survey.

*The Planning Board relied on a 2020 guidance document developed by the Maine*

*Department of Agriculture, Conservation and & Forestry entitled, Determining Prime Farmland Soils and Soils of Statewide Importance for Siting Solar Projects in Maine in developing the provisions in the proposed ordinance to prevent prime farmland from being developed into solar farms as has already happened elsewhere in Maine. This guidance relies on site specific soil mapping to determine the properties that determine whether farmland soils meet the criteria of “prime farmland” as defined by the U.S. Department of Agriculture’s National Soil Survey Handbook. As pointed out by this guidance, existing soils mapping is not of adequate precision to make site specific decisions regarding the presence or extent of “prime farmland soils”.*

- 10. When to require a visual impact assessment.** Only require when a preliminary review identifies long range views or need for visual screening from abutting residences and roads.

*The ordinance’s provisions for when and how to conduct a visual impact assessment are based on what we learned from our meeting with DeWan Associates Landscape Architects of Yarmouth and KVCOG’s model ordinance. The first step in the process is identification of areas of impact from which a solar facility will be visible. Such important outdoor recreation and scenic locations are usually identified in a town’s comprehensive plan (e.g., Lincolnville) to provide the legal basis for any ordinance attempting to address visual impacts. Belgrade’s 2014 Comprehensive Plan did not, but does recommend that the views from lakes and hilltops be protected. The term used in visual impact assessments for such locations is “viewpoint”. Since viewpoints are not identified in the Comprehensive Plan, it was necessary for the proposed ordinance to do so. The draft identifies a minimum list of viewpoints accessible to the public, that need to be considered in any visual impact assessment. These include the Belgrade Lakes, the Belgrade Lakes Golf Club, the high points on the West and Guptill Roads, and the Minot Hill Road. By doing so, the ordinance provides guidance to applicants how to meet the requirements of the ordinance and makes Planning Board permitting decisions more consistent from project to project and with changes in Planning Board membership.*

- 11. Forest-land clear cutting.** Increase limit from proposed 10 acres to 25 acres.

*This provision of the proposed ordinance has its origins in solar farms proposed in central Maine (e.g., Belgrade, Benton/Unity/Albion) where large acreages are proposed to be deforested. That such extensive land clearing was cost effective, was a surprising realization by a number of Planning Board members. This led to discussions of the need to limit the extent of such land clearing which will contribute to a project’s stormwater and soil erosion impact, phosphorous runoff, and the amount of wildlife habitat destroyed. A range of acreage limits was discussed by the*



*Planning Board, including 25 acres as proposed by Solar Fields. The eventual consensus compromise amongst Planning Board members was a limit of 10 acres of forest-land clearing.*

- 12. Unknown agreement.** Explain agreement requested by Section 5.b.5 of the proposed ordinance.

*This provision on pg. 6 of the draft requests a copy of the agreement between the solar facility owner/developer and CMP to ensure the electricity to be produced has a means to be transmitted and sold to the grid. In cases such as Solar Fields when obtaining such an agreement with CMP prior to applying for Town approval under this ordinance is not feasible, the ordinance provides the Planning Board the flexibility to approve a proposed facility with a condition such that the agreement must be submitted after receiving its permit, but before starting construction. This requirement comes from the KVCOG model solar facility ordinance.*

- 13. Routine facility inspections.** Eliminate monthly physical inspections of the modules, inverter and transformer. Rely instead on remote electronic monitoring systems to be installed as part of the development.

*Routine facility inspections are a common best management practice for many industrial and large-scale commercial developments with outdoor equipment or inventory. In the course of discussions amongst Planning Board members and with Selectman Dan Newman who participated in a couple of our meetings, there was considerable concern of how to monitor acres of solar facility for oil and hazardous substance leaks/discharges from equipment failures or other causes. A proposal was floated to require monthly soil sampling and laboratory testing for oils and hazardous substances of the entire facility. Following much discussion and negotiation, the Board reached consensus on a compromise consisting of a walk-through monthly visual inspection, maintenance of an inspection log available for inspection by the CEO, and requiring reporting of spills to the Maine DEP in accordance with existing State law and regulations. Because such monthly physical inspections are common practices in other industries, the Board thought this would be standard operating practice for most solar facility owner/operators.*

*Until receipt of Solar Fields' written comments, the Planning Board had never heard from its information sources that solar facilities were constructed with the capability to remotely monitor all its components, including for physical damage and leaks. The proposed ordinance provides adequate flexibility to allow an applicant to request a waiver when substituting an alternate, but equally effective, method to routinely*

*monitor the integrity of a facility's components than that in the ordinance.*

**14. Make decommissioning requirements consistent with State statute requirements.**

The proposed ordinance should not be more stringent than state law.

*The State law definition of decommissioning allows for foundations and anchoring for solar panels below a depth of 24" to be abandoned in place. If constructed on farmland, components below 48" may be abandoned in place.*

*State law regarding decommissioning only applies to Maine DEP's requirements for those solar developments it licenses. It does not preclude municipalities from having more stringent decommissioning requirements as a number of Maine municipalities already do, requiring the entire solar development be removed at the end of its useful life, and not leave portions behind for future land owners or developers to remove. The Board felt the cost for the removal of these components should not be left for the next landowner to incur. Planning Board members felt strongly solar development sites should be restored when they cease operation so the land can be used for other useful purposes without encumbrances.*

CC Dennis Keschl, Acting Town Manager  
Mary Vogel, Town Clerk  
Steve Buchsbaum, Solar Fields

# Recommendations for Review of the Proposed Solar Energy Provisions of the Belgrade Commercial Development Review Ordinance

## Introduction

Taken as a whole, the proposed ordinance would be the most restrictive of any town in the state. The Planning Board has layered setbacks, buffer strip planting requirements, visual impact studies, viewshed analysis and other requirements, one atop the other. Many of the individual requirements are equal to or greater than the maximum values found in other towns. Altogether, this combination creates a package that is profoundly anti-solar.

Solar Fields recommends that the Belgrade Selectboard slow the process of approving the ordinance for town vote. If the moratorium has to be extended because of this decision, so be it.

## Setbacks

Establish the setback for abutting residences at 250 feet from the residence rather than the larger setback in the proposed ordinance

Follow the DEP state-wide stormwater management plan setbacks for wetlands and rivers and streams rather than the larger setbacks in Belgrade's proposed ordinance

Maintain the setback from the property line at 25 feet as required of all commercial development in the CDRO. The proposed ordinance would increase it to 125 feet.

## Planted buffers

Base the requirements for plantings along roads and abutting properties on the findings of the required visual impact assessment and the recommendations of the Landscape Architect. The plantings required in the proposed ordinance are excessive.

Eliminate planting requirements along property lines other than along roads and near abutting residences.

Define the term 80% obscuration found in Section 5.C.7 and 5.C.7.b. Eighty per cent of what? What is one hundred percent and what is zero percent? Explain the effect of distance from the viewer to the solar modules in this formulation, if any.

## Open Space Requirement

Eliminate 15% open space requirement (Section 5.C.6)

## Farmland

Compare the definition of farmland found in the definitions section and the use of this term in section 5.C.1.e. Reconcile them.

## Permit Application Requirements

Require farmland soils tests *only if* the US Department of Agriculture maps show the possibility of prime farmland on the site **and** the farmland has been used for agricultural purposes during the past 5 years. Require permit seeker to present a letter from the Maine Department of Agriculture regarding the existence of prime farmland on the proposed project site.

Require comprehensive viewshed analysis only for projects where a preliminary review finds the possibility of long-range views. The visual impact assessment should focus on buffer strip planting requirements in cases where there are no long-range views.

## Forest land cutting

The immediate CO<sub>2</sub> and methane emissions benefits of reducing combustion of fossil fuels through the use of solar energy far outweigh the beneficial effect of forests on the amount of these gases in the atmosphere. It's not even close. Increase the maximum amount of forest land cutting allowable from 10 acres in the proposed ordinance to 25 acres.

## Unknown Agreement

Section 5.b.5 contains an obscure reference to an agreement. Identify the agreement and explain its relevance or eliminate this language.

## Inspections

Section 5.C.16.b requires monthly physical inspections of all modules. The solar farm will be equipped with a sophisticated monitoring system. The need for physical inspections should be based on the project engineer's review of the information produced by this monitoring system. Require the owner of the facility to notify the Town as quickly as possible if there is ever a hazardous situation at the facility. Take out the requirement for monthly physical inspections.

## Decommissioning

Reference and conform to Maine's Solar Decommissioning Law governing decommissioning requirements. See <https://www.maine.gov/dep/land/solar-decommissioning/index.html>

## ARTICLE 1: GENERAL PROVISIONS

### SECTION 2 AUTHORITY

This Ordinance is adopted pursuant to the enabling provisions of Article VIII, Part 2, §1 of the Maine Constitution, the provisions of Title 30-A MRSA, §3001 (Home Rule), and the provisions of Title 30-A §4312 et. seq. (Comprehensive Planning and Site Plan Review Regulation, or “Growth Management” Act).

## ARTICLE 2: PURPOSE

### SECTION 1 PURPOSE

G. To permit the Town to fairly and responsibly protect public health, safety and welfare;

H. To support the goals and policies of the Comprehensive Plan, including orderly development, efficient use of infrastructure, and protection of natural and scenic resources.

## ARTICLE 3: APPLICABILITY

### SECTION 1 APPLICABILITY

D. The establishment of a new non-residential use, including but not limited to gravel pits, mining operations, cemeteries, golf courses, non-residential solar energy-producing facilities, and telecommunication and wind power towers, even if no buildings or structures are proposed.

### SECTION 2 USES NOT REQUIRING REVIEW

G. The following solar energy producing facilities:

1. A facility only providing electricity to the owner’s residential land use or off-setting the electrical utility bill of a residential land use by means of net metering, and when the facility is located on property owned by the owner of the residential land use.
2. Roof-mounted solar energy facilities on any legally permitted non-residential or residential principle or accessory structure;
3. Building-integrated solar power, including shingle, roof, hanging or canopy solar modules, windows, skylights, or walls, installed in a legally permitted non-residential or residential principle or accessory structure; and,
4. Repair or replacement of solar modules or other facility components that do not enlarge a non-residential facility’s impervious surface area.

## ARTICLE 4: ADMINISTRATION AND ENFORCEMENT

### SECTION 4 PERMIT ADMINISTRATION

#### 4.1 Expiration

Permits are valid for ~~12~~ 36 months from the date of the Town’s approval. A substantial start of construction must be completed within this ~~12–36~~-month time period. Upon request from the permittee, permit approval may be extended for a maximum of one (1) additional 12-month period. Permits that have expired shall become null and void, and the applicant shall obtain another permit as required by this Ordinance by submitting another application to the Planning Board or code enforcement officer, as applicable.

## SECTION 9 REVISIONS TO AN APPROVED PLAN

9.1

- Any physical expansion, reconfiguration, or increase in the Rated Nameplate Capacity of an existing Non-Residential Solar Energy-Producing Facility shall also require approval from the same permitting authority as required for a new solar facility under this Ordinance.

## ARTICLE 7: DEVELOPMENT STANDARDS FOR SPECIFIC ACTIVITIES

### SECTION 3 TELECOMMUNICATIONS TOWERS

~~B.6. Any communication tower that is unused or out-of-service for a period of eighteen (18) continuous months shall be considered abandoned and shall be removed as soon as practical. The Town of Belgrade is hereby authorized to contract removal of the tower and assess the cost of said removal as a lien against the property.~~

#### C. Decommissioning

1. Bond for Removal. At the time of approval of a permit application, and prior to initiating construction of any telecommunication tower within the Town of Belgrade, the applicant must post a bond to cover costs for the removal and decommissioning of the telecommunication tower, including site reclamation. The amount of the bond shall be based on the removal and reclamation costs plus twenty-five (25) percent, provided by the applicant and certified by a professional civil engineer licensed in Maine. The owner of the facility shall provide the Planning Board with a revised removal and reclamation cost estimate prepared by a professional civil engineer licensed in Maine every five (5) years from the date of the Planning Board's approval of the site plan. If the cost has increased more than twenty-five (25) percent, then the owner of the facility shall provide additional security in the amount of the increase.
2. Abandonment or Discontinuation of Use/Decommissioning. A telecommunication tower that is not commercially operated for a continuous period of twelve (12) months shall be considered abandoned. The owner of a telecommunication tower shall notify the Belgrade Code Enforcement Officer in writing within thirty (30) days of it not being commercially operated for twelve (12) continuous months. The owner of the facility shall have thirty (30) days thereafter to demonstrate to the Planning Board that the facility has not been abandoned, but is temporarily out-of-service and when it will resume regular commercial service.

If the owner fails to show that the facility is not abandoned, the owner shall have thirty (30) days to submit a decommissioning plan for Planning Board approval, and one hundred fifty (150) days after Planning Board approval to remove and decommission the facility. If the facility is not fully decommissioned within that time period, the Town may compel the owner to comply with the ordinance's removal and decommissioning requirements through an enforcement action or to remove and decommission the facility at the owner's expense, drawing upon the bond required in Article VII.3.A.1 above to defray the costs. Decommissioning shall include, but not be limited to the removal of towers, antennas, mounts, equipment shelters, security barriers, and all other above and below ground facility components. Decommissioning shall include soil erosion control measures and site reclamation to return the site to its pre-construction condition, including the removal of roads, and reestablishment of vegetation.

## SECTION 4 WIND ENERGY FACILITIES

### A. Design and Construction

~~6. Any wind energy tower that is unused or out of service for a period of eighteen (18) continuous months shall be considered abandoned and shall be removed as soon as practical. The Town of Belgrade is hereby authorized to contract removal of the tower and assess the cost of said removal as a lien against the property.~~

### E. Decommissioning

An application for a wind energy facility permit must include a decommissioning plan.

“Decommissioning” means the full and complete physical removal of all components of a wind energy facility, including but not limited to wind turbines, associated anchoring systems and foundations, other structures, buildings, roads, fences, cables, electrical components, and associated facilities and foundations. Decommissioning plans must include:

1. A description of the trigger for implementing the decommissioning plan. There is a rebuttable presumption that decommissioning is required if no electricity is sold commercially to external customers for a continuous period of 12 months. The applicant may rebut the presumption by providing evidence, such as a force majeure event that interrupts the generation and commercial sale of electricity, that although the project has not commercially sold electricity for a continuous period of 12 months, the facility has not been abandoned and should not be decommissioned.
2. A description of the work required to physically remove all wind turbines, associated foundations, buildings, cabling, electrical components, and any and all other associated facilities to the extent they are not otherwise in or proposed to be placed in productive use. All earth disturbed during decommissioning must be graded and re-seeded to prevent soil erosion.  
  
At the time of decommissioning the applicant must provide evidence of plans for continued beneficial use of any and all of the components of the wind energy facility. No waste from a decommissioning may be disposed of at the Town of Belgrade Transfer Station. Any changes to the approved decommissioning plan shall be subject to review and approval by the Planning Board.
3. Plans for the restoration of the wind energy facility site to its pre-development condition.
4. An estimate of the total cost of decommissioning and itemization of the estimated major expenses, including projected costs of measures taken to minimize or prevent adverse effects on the environment during implementation of the decommissioning plan. The itemization of major costs shall include, but is not limited to, the cost of the following activities: turbine removal; turbine foundation removal and permanent stabilization; transmission corridor removal and permanent stabilization; road infrastructure removal and permanent stabilization; and site restoration. This cost estimate must be updated every three (3) years and submitted to the Planning Board for its approval.
5. Demonstration in the form of an irrevocable letter of credit from a state or federally regulated bank or credit union, a certified check payable to the municipality, or a savings account or certificate of deposit naming the municipality as owner, for the establishment of an escrow account; or other form of financial assurance as may be acceptable to the Planning Board that

upon the end of the useful commercial life of the development, the applicant will have the necessary financial assurance in place for 125% of the total cost of decommissioning. The owner of the facility shall provide the Planning Board with a revised decommissioning cost estimate and structural evaluation prepared by professional civil engineer licensed in Maine or a professional turbine construction company every three (3) years from the date of the Planning Board's of the wind energy facility plan. The financial assurance shall include a provision granting the Town the ability to access funds and property and perform decommissioning if the development is abandoned or the applicant or subsequent responsible party fails to meet their obligations after reasonable notice, to be defined in the agreement and approved by the Planning Board.

6. Transfer of ownership. Upon transfer of ownership of a wind energy facility development subject to a decommissioning plan approved under this ordinance, a person that transfers ownership of the development remains jointly and severally liable for implementation of the plan until the Planning Board approves transfer of the decommissioning plan to the new owner or operator. New owners must demonstrate to the Planning Board's satisfaction an ability to meet the financial assurance requirement.
7. Environmental site assessment. The decommissioning plan shall include provisions for conducting a Phase II environmental site assessment adequate to determine if there has been a release or discharge of oil or hazardous substances at or near any transformers, inverters or other equipment containing liquid oil or hazardous substances as defined by State law. Decommissioning shall not be considered complete until such time as the site assessment has also been completed and submitted to the Belgrade Code Enforcement Officer. At a minimum the site assessment shall include a soil sampling regime sufficient to find environmental evidence of past leaks or discharges. The site assessment shall also describe the nature and extent of contamination, and will make recommendations for further action. The environmental site assessment shall be completed in accordance with American Society for Testing and Materials (ASTM) E1903-19, Standard Practice for the Environmental Site Assessments, as revised, and prior to the transfer of ownership or change in use of the facility site. The decommissioning plan will also require a copy of the environmental site assessment be submitted to the Belgrade Code Enforcement Officer within 30 days of completion, and include provisions for the reporting of oil or hazardous substance contamination in accordance with State statute to the Maine Department of Environmental Protection.

## ARTICLE 8: DEFINITIONS

**Community-based renewable energy project:** a solar energy-producing facility which meets the definition in state statute (Title 35-A, subsection 3209-A) of a "community-based renewable energy project."

**Decommissioning:** means the full and complete physical removal of all components of a non-residential solar energy-producing facility, including but not limited to solar panels, associated anchoring systems and foundations, other structures, buildings, roads, fences, cables, electrical components, and associated facilities and foundations.

**Distributed generation renewable energy project:** a solar energy-producing facility which meets the definition in state statute (Title 35-A, subsection 3209-A) of a distributed generation renewable energy project.



**Driveway:** A road, excluding a road used in common with others, intersecting a public road or a privately-owned road, intended to provide for the passage of motorized vehicles to and from the public road or privately-owned road and a terminus located on a lot.

**Farmland:** means any tract or tracts of land used for commercial farming:

- A. That consists of 5 or more contiguous acres;
- B. That is land on which a farm product is produced.

"Farmland" does not include land used for woodlots, homes, farm buildings, roads, lawns or any area covered with non-crop vegetation.

**Financial assurance:** With specific regard to non-residential solar energy-producing facilities, financial assurance means the demonstration of current and future financial capacity, which must be unaffected by the owner's or operator's future financial condition, to fully fund decommissioning in accordance with an approved decommissioning plan under this ordinance.

**Net metering:** means the same as net energy billing (NEB) as defined by the Maine Public Utilities Commission in Chapter 313, titled "Customer Net Energy Billing," of the Commission's regulations, and includes both kWh credit and tariff rate programs.

**Non-residential solar energy-producing facility:** any commercial, industrial, institutional or other non-residential solar energy facility producing electricity with ground-mounted solar modules regardless of total size or power output, including, but not limited to, any facility:

- 1) selling power to the regional electric grid;
- 2) that is classified by the Maine Public Utilities Commission as a community-based or a distributed generation renewable energy project;
- 3) producing energy for use by a commercial, industrial or institutional land use; or
- 4) generating and providing electrical power to the grid under a net-metering agreement with Central Maine Power Company in accordance with Chapter 313 of the Maine Public Utilities Commission regulations.

**Private road and privately-owned road:** A road which neither a municipality nor the general public has a right to pass over by foot or vehicle; any and all roads, excepting public roads and driveways, within an approved subdivision; a road, excepting a driveway, which intersects at least one public road or a privately-owned road at the one or more locations, which is constructed or created on land in private ownership and which is a right-of-way in common for two or more persons.

**Public road:** A Federal or a State highway or a road constructed by the Town or a road constructed by others and has been accepted by the Town; a public easement as defined by Title 23 M.R.S.A., Section 3021.

**Rated Nameplate Capacity:** means the maximum rated output of electric power production of the photovoltaic system in watts of Alternating Current (AC)

**Residential Dwelling Unit:** A room or group of rooms designed and equipped for use as permanent, seasonal, or temporary living quarters for only one family at a time and containing cooking, sleeping, and toilet facilities. The term shall include mobile homes and rental units that contain cooking, sleeping and toilet facilities regardless of the time-period rented. Recreational vehicles are not residential dwelling units.

Road: A route or track consisting of a bed of exposed mineral soil, gravel, asphalt, or other surfacing material constructed for or created by the repeated passage of motorized vehicles.

Transfer of ownership: means a change in the legal entity that owns or operates a solar energy development. A sale or exchange of stock or membership interests or a merger is not a transfer of ownership as long as the legal entity that owns or operates the solar energy development remains the same.

## **SECTION 5 NON-RESIDENTIAL SOLAR ENERGY-PRODUCING FACILITIES**

The purpose of this section is to establish a municipal review procedure and siting standards for Non-Residential Solar Energy-Producing Facilities (hereinafter referred to as “solar facilities”). These standards are intended to:

1. Establish clear guidelines and standards to regulate solar facilities;
2. Regulate the development of solar facilities in a manner that minimizes any potential adverse effects on the scenic, cultural and natural resource character of the Town;
3. Provide for the removal of panels and associated solar facility structures that are no longer being used for non-residential energy generation and transmission purpose.

**A. Administration and Enforcement.** Regulations related to solar facilities will be administered as an additional level of review along with the provisions of the Commercial Development Review Ordinance, including Articles 1 through 8, which are hereby incorporated by reference. In case of a conflict, the stricter provision shall apply.

**B. Specific Application Requirements.** In addition to the requirements listed in Art. 4 Sec. 5.4 of the Commercial Development Review Ordinance, an application for a solar facility permit must also include the following:

1. An additional permit/technical review fee to be set by the Board of Selectpersons shall be payable at the time of application. This fee will be reviewed and amended as necessary on an annual basis. The Planning Board may at its discretion retain independent technical or legal expertise to assist in review or supplement the evidence presented by the applicant and received during the public hearing. The cost of such assistance shall be borne by the applicant according to the terms of an escrow account set-up at the time the application is submitted as listed in the Permit Fee Schedule established by the Board of Selectpersons.
2. A description of the owner of the facility, the operator if different, and detail of qualifications and track record to run the solar facility;
3. If the operator will be leasing the land, a copy of the agreement (minus financial compensation) clearly outlining the relationship inclusive of the rights and responsibilities of the operator, landowner, and any other responsible party with regard to the solar facility and the life of the agreement;
4. A description of the energy to be produced and to whom it will be sold;
5. A copy of the agreement and schematic details of the connection arrangement with the transmission facility, clearly indicating which party is responsible for various requirements and how they will be operated and maintained;
6. A description of the panels to be installed, including make and model, and associated major facility components;
7. A construction timeline, identifying known contractors, site control, and anticipated on-line date;

8. A full official land survey of the proposed site. Must include any Rights of way and Easements on the property and be sealed and/or stamped by a Maine licensed professional surveyor.
9. An operations and maintenance plan, including site control and the projected operating life of the facility;
10. An emergency management plan for all anticipated hazards;
11. Proof of financial capacity to construct and operate the proposed solar facility; and
12. Name and contact information for solar system installer, and if different, the name, contact information and license number of the supervising Maine licensed electrician;
13. Written certification by the installer that all electrical components shall be installed in accordance with the National Electrical Code;
14. Provide a one- or three-line electrical diagram detailing the electrical components installation and electrical inter-connections to the Belgrade fire chief;
15. Stream crossing detailed design plans;
16. Prime agricultural soils identification and mapping conducted by a Maine-licensed soil scientist in accordance with the Maine Department of Agriculture, Conservation & Forestry guidelines, Determining Prime Farmland Soils and Soils of Statewide Importance for Siting Solar Projects in Maine, May 2020, or as revised; and,
17. Maine Inland Fisheries & Wildlife Beginning with Habitat program mapping of high-value plant and animal species habitat on the project parcel and abutting parcels. High and moderate deer yard mapping within 1,500 feet of the development.
18. A Visual Impact Assessment, an analysis to determine potential visual effect of the solar facility, must be undertaken. In all visual impact assessments, scenic resources within the viewshed of the proposed activity must be identified and the existing surrounding landscape must be described. The assessment must be completed following standard professional practices, including Sections 4-7, Section 10 and Appendix A of Chapter 315 of the Maine Department of Environmental Protection regulations, Assessing and Mitigating Impacts to Existing Scenic and Aesthetic Uses (except "Planning Board" replaces "Department"), to illustrate the proposed change to the visual environment and the effectiveness of any proposed mitigation measures.

A visual impact assessment must also include narratives to describe the significance of any potential impacts, the level of use and viewer expectations, measures taken to avoid and minimize visual impacts, and steps that have been incorporated into the activity design that may mitigate any potential adverse visual impacts to scenic resources.

The Visual Impact Assessment must include the following elements:

- a. A visual and cartographic analysis (Viewshed Analysis).

A geographical representation of all the areas within a minimum of 3 miles of where the solar facility, from its highest points is visible from the surrounding (impact) area shall be presented. The radius of the impact area to be analyzed must be based on the relative size and scope of the proposed activity given the specific location. Areas of the impact area from which the facility will be visible, including representative and worst-case viewpoints, must be identified. At a minimum, these public recreation and scenic resources within the boundaries of the Town of Belgrade are to be considered viewpoints for inclusion in this analysis: Great Pond, Long Pond, Messalonskee Lake, Salmon Lake, McGrath Pond, Minot Hill Road, areas of the Belgrade Lakes Golf Club open to the general public and above 400 feet elevation, and areas of Belgrade accessible by public road with an elevation

above sea level equal or greater than 550 feet. Line-of-sight profiles constitute the simplest acceptable method of illustrating the potential visual impact of the proposed activity from viewpoints within the context of its viewshed. A line-of-sight profile represents the path, real or imagined, that the eye follows from a specific point to another point when viewing the landscape.

b. Site inventory and photographic review. This should provide a comprehensive and objective means by which to analyze and assess the potential visual and aesthetic impacts that may result from the solar facility and its associated elements.

c. Visual simulations. Visual simulations should be provided to show a photo-realistic perspective view of proposed solar facility elements in the landscape, thereby allowing abutters to clearly visualize how a project will really look from their primary residential structure.

The visual impact assessment must be prepared by a Maine-licensed landscape architect or other design professional trained in visual assessment procedures, or as otherwise directed by the Planning Board.

19. An application for a solar facility permit must include a decommissioning plan. "Decommissioning" means the full and complete physical removal of all above- and below-ground components of a solar energy facility, including but not limited to solar modules, associated anchoring systems and foundations, other structures, buildings, roads, fences, cables, electrical components, and associated facilities and foundations. Decommissioning plans must include:

a. A description of the trigger for implementing the decommissioning plan. There is a rebuttable presumption that decommissioning is required if no electricity is sold commercially to external customers for a continuous period of 12 months. The Applicant may rebut the presumption by providing evidence, such as a force majeure event that interrupts the generation and commercial sale of electricity, that although the project has not commercially sold electricity for a continuous period of 12 months, the project has not been abandoned and should not be decommissioned.

b. A description of the work required to physically remove all solar panels, associated foundations, buildings, cabling, electrical components, and any and all other associated facilities to the extent they are not otherwise in or proposed to be placed into productive use. All earth disturbed during decommissioning must be graded and re-seeded, unless the landowner of the affected land requests otherwise in writing.

At the time of decommissioning, the Applicant must provide evidence of plans for continued beneficial use of any or all of the components of the Solar Energy Facility. No waste from a decommissioning may be disposed of at the Town of Belgrade Transfer Station. Any changes to the approved decommissioning plan shall be subject to review and approval by the Planning Board.

c. An estimate of the total cost of decommissioning and itemization of the estimated major expenses, including the projected costs of measures taken to minimize or prevent adverse effects on the environment during implementation of the decommissioning plan. The itemization of major costs may include, but is not limited to, the cost of the following activities: panel removal, panel foundation removal and permanent stabilization, building removal and permanent stabilization, transmission corridor removal and permanent stabilization, and road infrastructure removal and permanent stabilization. This cost estimate must be updated every three (3) years and submitted to the Planning Board for its approval.

d. Demonstration in the form of an irrevocable letter of credit from a state or federally regulated bank or credit union, a certified check payable to the municipality or a savings account or certificate of deposit naming the municipality as owner, for the establishment of an escrow account; or other form of financial assurance as may be acceptable to the Planning Board that upon the end of the useful life of the solar facility the Applicant will have the necessary financial assurance in place for 125% of the total cost of decommissioning. The owner of the facility shall provide the Planning Board with a revised removal cost estimate and structural evaluation prepared by a professional civil engineer licensed in Maine or a

professional array construction company every three (3) years from the date of the Planning Board's approval of the solar array complex plan. The financial assurance shall include a provision granting the Town the ability to access the funds and property and perform the decommissioning if the development is abandoned or the Applicant or subsequent responsible party fails to meet their obligations after reasonable notice, to be defined in the agreement and approved by the Planning Board.

e. Transfer of ownership. Upon a transfer of ownership of a commercial solar energy development subject to a decommissioning plan approved under this ordinance, a person that transfers ownership of the development remains jointly and severally liable for implementation of the plan until the Planning Board approves transfer of the decommissioning plan to the new owner or operator. New owners must demonstrate to the Planning Board's satisfaction an ability to meet the financial assurance requirement.

f. Environmental site assessment. The decommissioning plan shall include provisions for conducting a Phase II environmental site assessment adequate to determine if there has been a release or discharge of oil or hazardous substances at or near any transformers, inverters or other equipment containing liquid oil or hazardous substances as defined by State law. Decommissioning shall not be considered complete until such time as the site assessment has also been completed and submitted to the Belgrade Code Enforcement Officer. At a minimum the site assessment shall include a soil sampling regime sufficient to find environmental evidence of past leaks or discharges. The site assessment shall also describe the nature and extent of contamination, and will make recommendations for further action. The environmental site assessment shall be completed in accordance with American Society for Testing and Materials (ASTM) E1903-19, Standard Practice for the Environmental Site Assessments, as revised, and prior to the transfer of ownership or change in use of the facility site. The decommissioning plan will also require a copy of the environmental site assessment be submitted to the Belgrade Code Enforcement Officer within 30 days of completion, and include provisions for the reporting of oil or hazardous substance contamination in accordance with State statute to the Maine Department of Environmental Protection.

**C. Standards for Approval.** In addition to the requirements in Article 6: Development Standards Generally, the following standards must also be met:

1. Siting prohibitions - The development or construction of a solar facility shall be prohibited in the following locations:

- a. The Shoreland Zone as mapped in the Belgrade Shoreland Zoning Ordinance map;
- b. The Village and Critical Resource Conservation Districts as described and mapped by the Town of Belgrade 2014 Comprehensive Plan;
- c. Areas of 20% or greater slope;
- d. Areas with elevations above sea level of 550 feet or greater; and
- e. No more than five (5) contiguous acres of the total project area may be located on land with soils defined by the U.S. Dept. of Agriculture's Natural Resources Conservation Services as "prime farmland" or "farmland of statewide importance" as determined by a field survey conducted by a Maine licensed soil scientist and in accordance with the Maine Dept. of Agriculture, Conservation and Forestry's May 2020 guidance document titled "Determining Prime Farmland Soils and Soils of Statewide Importance for Siting Solar Projects in Maine."

2. Other prohibitions:

- a. The development or construction of solar concentrating power plants are prohibited; and
- b. Transformers and other electrical equipment using halogen or PCB oils as coolants are prohibited.

3. The solar energy system shall be designed by a Maine-registered electrical engineer.

4. Legal responsibilities: The Applicant must provide proof of authorization to construct, use, and maintain the property and any access drive for the life of the solar facility and including the decommissioning of the solar facility. The roles and responsibilities of the facility owner, operator, landowner and any other party involved in the project must be clear and meet the satisfaction of the Planning Board that the public interest is protected.

5. Minimum Setbacks:

a. Solar modules may not be located less than 250 feet from existing public and private road rights-of-way; or in the case of a private road where the location of the right-of-way has not been surveyed and recorded in the Kennebec County Registry of Deeds in a deed, subdivision plan, plot plan or other similar legal document, solar modules may not be located less than 250 feet from the near edge of the current physical location of the private road.

b. Solar modules may not be located less than 250 feet from existing residential dwelling units;

c. Solar modules may not be located less than 125 feet from adjacent property lines, unless a residential dwelling is within 125 feet of the property line, in which case the more stringent setback of 250 feet from the dwelling applies;

d. Transformers and inverters may not be located less than 150 feet from a property line.

6. Clear-cutting and open space: The maximum area of land that is primarily forestland or the maximum area of wooded vegetation that may be cleared for a solar facility is 10 acres. Additionally, a minimum of 15% of a solar facility's developed and disturbed land area is to be reserved as undeveloped and natural open space. The acreage to be reserved as open space is to be indicated on the site plan. Areas included in buffers and setbacks shall not be included in the open space provision.

7. Visual screening requirements. The solar facility shall be at least 80-percent visually obscured from public and private roads, and residential dwelling units by a vegetative screen or buffer, as determined by the visual impact assessment at zero to ten (10) feet above the road surface and above the ground surface at residential dwelling units, respectively. Additionally, no more than one-half-acre of a solar development may be viewable from Belgrade waters or from the viewpoints designated in the viewpoint assessment section. Property lines in common with an approved subdivision shall also be provided with visual screening. The screening shall be designed and maintained as follows:

a. All vegetative screening shall maximize the retention and use of existing, naturally occurring woodland and shrubs, with clearing limited to hazard trees. Clearing of trees and other natural vegetation prior to receiving development approval from the Planning Board is prohibited. The Planning Board may require augmentation of naturally occurring vegetation with plantings of native trees and shrubs to achieve significant visual screening if sufficient density of growth does not already exist. If damaged by weather, fire or disease at any time over the operating life of the facility, the visual buffer shall be maintained with the planting of trees and shrubs.

b. Minimum vegetative screening dimensions:

i. 200' in depth along public and private roads.

ii. 250 in depth along the common property line(s) with an existing residential dwelling unit that extends along the length of the property line demarcated by a 180-degree arc with a radius of 250' from each corner of the residential dwelling

unit. Screening will be provided along the greatest length of property line indicated by this measurement method.

iii. Greater depth may be required by the Board to achieve 80-percent obscuration when determined to be needed by the visual impact analysis .

iv. Vegetative screening is to be provided from any property line in common with a residential subdivision previously approved by the Town of Belgrade. Such vegetative screening is to be a minimum of 50' in depth. Eighty percent obscuration from such a property line is not required in this specific instance only.

v. On sites which lack existing woodland, a planted vegetative buffer shall be planted to the same dimensions as stated above in this subsection, sufficient to provide with time year-round screening. The buffer shall consist of a mixture of native conifer tree species (e.g., white pine, balsam fir, white or red spruce, etc.) and understory trees and shrubs. Trees shall be a minimum of 6 feet in height at the time of planting and spaced no more than 30 feet apart, with shrubs and understory trees filling all gaps between the future overstory trees. Trees shall be planted in alternating rows to achieve an effective visual screen of a minimum 80-percent obscuration from public and private roads and residential dwelling units, as determined by a visual impact assessment. All shrubby plant material shall be at least 3 feet in height at the time of planting and the species selected will grow at least to 5 feet at maturity. A planted vegetative visual screen shall be maintained over the lifespan of the facility with all plantings that die replaced as soon as growing conditions allow.

vi. Where no vegetation can be grown due to unique site conditions, the Planning Board may approve a visual screen consisting of fences, walls, berms or a combination thereof that achieve 80-percent obscuration from a property line, provided that such structures are not placed closer than 15 feet to a property line or public or private road right-of-way, or in the case of a private road where the location of the right-of-way has not been surveyed and recorded in the Kennebec County Registry of Deeds in a deed, subdivision plan, plot plan or other similar legal document, solar modules may not be located less than 250 feet from the near edge of the current physical location of the private road. Artificial screening shall be a of sufficient height and length to effectively screen the facility from view.

vii. The visual screen shall be planted or installed prior to completion of the development and prior to the start of facility operation.

viii. The Planning Board may approve an alternative, equally effective visual screening for the specified 80-percent obscuration, but only when supported by the findings of the visual impact analysis conducted in accordance with the requirements of this ordinance and its associated visual impact mitigation measures.

7. Natural Resource Setbacks and Buffers: The following setbacks and natural vegetation buffers shall be maintained throughout the life of the solar facility from the following natural resources:

a. 100' setback and buffer of natural vegetation along any rivers, streams or brooks, except for perpendicular crossings required for vehicle/powerline access. For streams less than 6' wide with less than a 2% slope, stream crossings shall be designed and constructed in accordance with the Maine Department of Transportation's Stream Smart Road Crossing Pocket Guide. Larger stream

crossings shall be designed by a Maine registered professional engineer based on the principles of the Maine Stream Smart program.

b. 250' setback and natural vegetation buffer from habitat of high value plant and animal species as identified and mapped by the Maine Department of Inland Fisheries and Wildlife's Beginning with Habitat program, including but not limited to habitat for state or federally listed endangered species, significant vernal pools, and high or moderate value waterfowl and wading bird habitats.

c. 1,320' setback and natural vegetation buffer from areas identified and mapped by the Maine Department of Inland Fisheries and Wildlife as a high- or moderate-value deer wintering area.

d. 75' setback and naturally vegetated buffer from wetlands included in the U.S. Fish and Wildlife Service's National Wetland Inventory.

8. Height: Maximum solar module height, as measured from ground level to a module's highest point at full tilt, shall not exceed 12 feet.

9. Utility Notification: No solar facility shall be installed until evidence has been given to the Planning Board that the applicant has an agreement with the local utility to accept the power.

10. Fencing: Provide safety fencing around all solar modules and electrical equipment. Fencing shall be "Solid Lock Game Fence" or of similar design with 8-inch by 12-inch holes at bottom, or shall be elevated five (5) inches above ground level to allow small wildlife passage. Fencing shall be located between the required visual screening and the electrical components of the solar facility. Access gates may be located outside the required visual screening.

11. Signage: Signage shall be required to identify the owner of the solar facility and provide a 24-hour emergency contact phone number. This signage shall not be used for advertising except for reasonable identification of the manufacturer or operator of the solar facility. A clearly visible warning sign shall be placed at the base of all pad-mounted transformers and substations and on the fence surrounding the solar facility, informing individuals of potential voltage hazards, including stating the output of power (AC or DC).

Signage indicating the official e911 address of the solar facility shall also be required to clearly be visible, from both directions of travel, from the public road or roads from which the facility is accessed.

12. Emergency Services: The solar facility owner or operator shall provide a copy of the project summary, electrical schematic, and site plan to the Fire Chief. Upon request, the owner or operator shall coordinate with local emergency services in developing an emergency response plan. A "3200 Series KNOX-BOX" shall be provided and installed by the operator to be used to allow emergency service personnel continuous access. All means of shutting down the solar facility shall be clearly marked. The owner or operator shall identify a responsible person for public inquiries throughout the life of the installation.

Access roads to the solar facility shall be of sufficient quality and dimensions to satisfy the fire chief that any emergency response vehicles be able to easily and safely gain access to and around the site.

13. Visual Impact: A solar facility shall not have detrimental effect on the public recreational and scenic resources of Belgrade or significantly degrade the scenic view from abutters' properties. To determine the visual impact of any solar facility, the Planning Board will, using the information provided in the Visual Impact Assessment study, consider the following:

a. The significance of the potentially affected public recreational and scenic resources;

b. The existing character of the surrounding area;



c. The expectations of the typical viewer;

d. The project purpose and the context of the proposed activity;

e. The extent, nature and duration of the potential effect of the solar facility's presence on the public's continued use and enjoyment of Belgrade's public recreational and scenic resources. The Planning Board shall consider Belgrade's public recreational and scenic resources to include, but not be limited to, the following: areas of Great Pond, Long Pond, Messalonskee Lake, Salmon Lake and McGrath Pond within the Town of Belgrade; the Minot Hill Road; that portion of the Belgrade Lakes Golf Club open to the general public and with an elevation of 400 feet or greater; and locations in Belgrade accessible by public road with an elevation of 600 feet or greater.

In addition to the considerations listed above in a. through e. of this subsection, the Planning Board shall implement the visual impact standard in part using a rebuttable presumption that during those times of year when deciduous trees have all their leaves and if one-half acre or more of any solar facility is fully visible from areas of Great Pond, Long Pond, Messalonskee Lake, Salmon Lake and McGrath Pond within the Town of Belgrade; the Minot Hill Road; that portion of the Belgrade Lakes Golf Club open to the general public and with an elevation of 400 feet or greater; and locations in Belgrade accessible by public road with an elevation of 550 feet or greater; it will be considered to have a detrimental effect on the public recreational and scenic resources of Belgrade and therefore will have an adverse effect on the scenic and natural beauty of the area under paragraph xvi of Article 5: Review Criteria of the ordinance.

f. Vehicle access and electrical transmission routes shall be combined into a single corridor through required vegetative screening and buffers, or shall be co-located in existing rights-of-way, roads or other existing man-made linear features. Access roads shall have a vehicle travel surface that is no less than 12 feet and no more than 20 feet in width. When the proposed access road is unable to take advantage of an existing man-made linear feature, the layout of the road from a public road into the facility is to include at least one curve or angle such that the access road does not provide a straight line-of-sight of the facility's modules or other equipment. Access roads must be maintained year-round, including snowplowing, to ensure emergency vehicle access.

14. Herbicides: Use of herbicides to manage vegetation within the development is prohibited. Mechanical means are to be utilized, which may include animal grazing.

15. Maintenance Conditions: The solar facility owner or operator shall maintain the solar facility and all associated fencing, visual barrier measures and landscaping elements in good functional condition. Maintenance shall include, but not be limited to, painting, structural repairs, and integrity of security and visual barrier measures. The solar facility must be properly maintained and be kept free from all hazards, including, but not limited to, faulty wiring, loose fastenings, being in an unsafe condition or detrimental to public health, safety, or general welfare. Site access shall be maintained to a level acceptable to the Town of Belgrade Fire Chief for emergency response. The owner or operator shall be responsible for the cost of maintaining the solar facility and any access road(s).

16. Inspection Requirements:

a. Project Completion Inspection. Within 30 days of the completion of facility construction and prior to the start of facility operation, a permit and ordinance compliance inspection report by a Maine registered professional engineer shall be conducted and submitted to the CEO, including recommendations for any required remediation measures and a timetable for their implementation.

b. Monthly inspections. A monthly physical inspection shall be conducted of the physical integrity all modules, transformers, inverters and other electrical components, and to identify any evidence

of a leak or discharge of a hazardous substance or oil. The inspection shall be conducted by a qualified representative of the facility owner. A written paper or electronic inspection log shall be maintained with at a minimum the following information: inspection date, who conducted it, their initials or electronic signature, and if and where any discharges were found. The inspection log will be maintained at the owner's place of business in Maine and will be made available upon request by the Town code enforcement officer, fire chief or duly authorized public officials from the State of Maine. Evidence of a discharge of a possible hazardous substance or oil shall be reported to the Maine Department of Environmental Protection in accordance with current law and regulations for determination of the need for possible further investigation or remediation.

17. Satisfaction with All Aspects of Capacity and Plans Submitted: The Planning Board must find that the Applicant has the capacity to finance, safely operate and decommission the solar facility.

**From:** Philip Saucier  
**Sent:** Friday, July 29, 2022 11:38 AM  
**To:** Dennis L. Keschl  
**Subject:** RE: Question on our Commercial Review Ordinance and Solar

**EXTERNAL MESSAGE:**

Hi Denny,

I have had a chance to review the proposed Solar Ordinance and the Board's question of whether a previously approved solar or any other commercial development whose permit has recently expired could apply for an extension of their expired permit under the new Ordinance which would allow for a longer start of construction period. Under my reading of the Ordinance, if a permit has expired a developer would need to re-apply for a new permit under the Ordinance.

Under the both the current Commercial Development Review Ordinance (Section 4.1) and the proposed Solar Ordinance, any permit that has expired shall become "null and void" and the applicant must obtain another permit by re-applying to the Planning Board. The Town could add a provision that would "grandfather" certain permits that were approved prior to adoption of the Ordinance through language such as the following:

**SECTION 4 PERMIT ADMINISTRATION**

**4.1 Expiration**

Permits are valid for ~~12~~36 months from the date of the Town's approval. A substantial start of construction must be completed within this ~~12~~ 36-month time period. Upon request from the permittee, permit approval may be extended for a maximum of one (1) additional 12-month period. Permits that have expired shall become null and void, and the applicant shall obtain another permit as required by this Ordinance by submitting another application to the Planning Board or code enforcement officer, as applicable. Notwithstanding any ordinance language to the contrary, any permit for a non-residential solar energy-producing facility approved by the Planning Board under the Town's Commercial Development Review Ordinance prior to the enactment of this Ordinance that expired during the period that the "Moratorium Ordinance Regarding Commercial Solar Facilities, Commercial Wind Energy Facilities, Telecommunications Towers, and Subdivisions" was in effect from November 16, 2021 – November 5, 2022 are valid for a period of 36-months from the time that the permit was first approved and may also be extended for a maximum of one (1) additional 12 month period.

Let me know if you have any additional questions.

-Phil

**Philip Saucier**

**Shareholder**  
**Municipal & Governmental Services Practice Group Leader**  
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207 774-1200 main  
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## **BERNSTEINSHUR**

Portland, ME | Manchester, NH | Augusta, ME | [bernsteinshur.com](http://bernsteinshur.com)

**Confidentiality notice:** This message is intended only for the person to whom addressed in the text above and may contain privileged or confidential information. If you are not that person, any use of this message is prohibited. We request that you notify us by reply to this message, and then delete all copies of this message including any contained in your reply. Thank you.

**From:** Dennis L. Keschl <[townmanager@townofbelgrade.com](mailto:townmanager@townofbelgrade.com)>  
**Sent:** Thursday, July 28, 2022 3:49 PM  
**To:** Philip Saucier <[psaucier@bernsteinshur.com](mailto:psaucier@bernsteinshur.com)>  
**Subject:** FW: Question on our Commercial Review Ordinance and Solar

### EXTERNAL EMAIL

I am forwarding the question on the Solar Review that I left a voicemail on earlier today.

It would be great to have a response by tomorrow to get it to the Board before their meeting.

Denny

Dennis L. Keschl  
InterimTown Manager  
Town of Belgrade

**Office:** ~~207-495-2258~~  
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**Facebook:** <https://www.facebook.com/belgrademaine/>

**Town Office**  
990 Augusta Road  
Belgrade, ME 04917

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**From:** Dennis L. Keschl  
**Sent:** Wednesday, July 20, 2022 2:28 PM  
**To:** Philip Saucier ([psaucier@bernsteinshur.com](mailto:psaucier@bernsteinshur.com)) <[psaucier@bernsteinshur.com](mailto:psaucier@bernsteinshur.com)>  
**Cc:** Barbara Allen <[ballen@townofbelgrade.com](mailto:ballen@townofbelgrade.com)>; Carol Johnson <[cjohnson@townofbelgrade.com](mailto:cjohnson@townofbelgrade.com)>; Dan Newman <[dnewman@townofbelgrade.com](mailto:dnewman@townofbelgrade.com)>; Dan Newman <[Dan.newman615@gmail.com](mailto:Dan.newman615@gmail.com)>; Dennis Keschl ([townmanager@townofbelgrade.com](mailto:townmanager@townofbelgrade.com)) <[townmanager@townofbelgrade.com](mailto:townmanager@townofbelgrade.com)>; Mary Vogel <[townclerk@townofbelgrade.com](mailto:townclerk@townofbelgrade.com)>; Melanie Jewell ([Mjewell@townofbelgrade.com](mailto:Mjewell@townofbelgrade.com)) <[Mjewell@townofbelgrade.com](mailto:Mjewell@townofbelgrade.com)>; Ricky Damren <[rdamren@townofbelgrade.com](mailto:rdamren@townofbelgrade.com)>; Ricky Damren ([oak934@yahoo.com](mailto:oak934@yahoo.com)) <[oak934@yahoo.com](mailto:oak934@yahoo.com)>  
**Subject:** Question on our Commercial Review Ordinance and Solar

*The Belgrade Select Board would like your advice on a question which arose during the course of their review of proposed amendments to Belgrade's existing Commercial Development Review Ordinance at their July 19<sup>th</sup> meeting. The primary goal of these amendments is to develop application requirements and approval standards specific to commercial solar energy facilities.*

*Among the draft ordinance amendments from the Planning Board is a proposal to amend to extend the time allowed a developer to substantially start construction under a permit issued under the CDRO from 12 months to 36 months with an option to apply for and receive an additional 12 months upon Planning Board approval. This specific proposal from the Planning Board is intended to recognize that the time required by the Maine PUC bidding process and the time required to negotiate a service contract with CMP takes longer than 12 or even 24 months. This timeline is largely outside the control of the applicant. This is a very different timeline than the types of commercial development previously reviewed under this ordinance (e.g. used car lots, auto repair garages, retail stores, gravel pits or Belgrade's new town office). As a result the Town permit expires before those institutional steps are completed.*

*The Planning Board in June 2020 approved a 21 acre commercial solar energy facility named Solar Field under the CDRO under the generic review standards in the ordinance at that time. Due to the time required by the MPUC and CMP processes, start of construction was delayed. Solar Fields applied for and received Planning Board approval in 2021 for a 12 month extension of their permit. For the same reasons, this extended permit expired in June, 2022 before construction could start. To provide the needed time for the Planning Board to complete its ordinance work, Belgrade currently has a moratorium preventing the development and approval by the Planning Board of commercial solar energy facilities which remains in effect until November 5, 2022.*

*The Select Board wishes to know, assuming the proposed ordinance amendments are approved by the voters in November, could Solar Field thereafter apply for and could the Planning Board grant an additional 24 month extension of the original permit issued in June 2020? If the language currently proposed by the Planning Board does not allow, can you suggest language that would allow a previously approved solar or any other commercial development whose permit has recently expired to apply and receive the longer permit lifespan? Or is the Town's only option to require Solar Field to re-apply under the provisions and standards of the new ordinance, again assuming it is adopted. It was revealed at the meeting that Solar Field would not be able to develop a financially viable sized commercial solar farm on their 21 acre lot due to some of the proposed standards in the new ordinance, particularly proposed property line and other setbacks. Our question relates to Section 4.1 Expiration in Article 4 Administration and Enforcement of the CDRO and found on pg. 1 of the draft (see link) showing the proposed changes. ([https://www.townofbelgrade.com/sites/g/files/vyhlf2791/f/agendas/selectboard\\_meeting\\_07-19-22.pdf](https://www.townofbelgrade.com/sites/g/files/vyhlf2791/f/agendas/selectboard_meeting_07-19-22.pdf))*

*Some members of the Select Board clearly have sympathy for the Solar Field's situation while still being concerned that new solar facility regulations adequately mitigate the potential negative impacts of future, large commercial solar farms on Belgrade and its tourism economy, nearby residents, and our natural resources.*

*The Select Board will next take up the proposed CDRO amendments and this question at its August 2<sup>nd</sup> meeting. If at all possible, we would very much appreciate your response in time for that meeting.*

*As a side note, if the Select Board decides at its next meeting to proceed with the proposed CDRO amendments, the next step in the process will be to ask you for a legal review.*

*Thank you*

Dennis L. Keschl  
InterimTown Manager  
Town of Belgrade

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**Town Office**

990 Augusta Road  
Belgrade, ME 04917

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**From:** Philip Saucier  
**Sent:** Friday, July 29, 2022 1:23 PM  
**To:** Dennis L. Keschl  
**Subject:** RE: Question on our Commercial Review Ordinance and Solar

**EXTERNAL MESSAGE:**

Hi Mary,

Yes, the moratoria law (30-A M.R.S. § 4356) allows for a moratorium to be extended for “additional 180-periods” if the municipality finds that:

- A) The problem giving rise to the need for the moratorium still exists; and
- B) Reasonable progress is being made to alleviate the problem giving rise to the need for the moratorium.

Thus the Board will need to determine if those two criteria still exist and if so then can it can adopt an additional extension after notice and a hearing.

Take care,  
Phil

**Philip Saucier**  
**BERNSTEINSHUR** - Shareholder  
**Municipal & Governmental Services Practice Group Leader**  
**207 228-7160 direct**  
**My Bio | Portland, ME**

**Confidentiality notice: Confidentiality notice:** If you are not the person intended to receive this email, please notify us and please do not make use of this email for any purpose. Thank you.

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**From:** Dennis L. Keschl <[townmanager@townofbelgrade.com](mailto:townmanager@townofbelgrade.com)>  
**Sent:** Friday, July 29, 2022 1:15 PM  
**To:** Philip Saucier <[psaucier@bernsteinshur.com](mailto:psaucier@bernsteinshur.com)>  
**Subject:** RE: Question on our Commercial Review Ordinance and Solar

**EXTERNAL EMAIL**

Hi Phil,

This is Mary Vogel, Denny no longer has access to the email, this was his last day and he is not here today. I will provide the information to the Selectboard for the meeting on Tuesday evening.

# Memo

**Date:** August 2, 2022

**Re:** MDOT /Belgrade Cooperative Water Treatment System Agreement

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- In your packet:
- Agreement clean copy
- Comments from MDOT on George Seel's questions



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COOPERATIVE AGREEMENT  
Between the  
**MAINE DEPARTMENT OF TRANSPORTATION**  
and  
**The MUNICIPALITY OF BELGRADE**  
Regarding Groundwater Chloride Impacts and the  
Installation, Maintenance and Operation of a Community Water System

This Agreement (the “**Agreement**”) is entered into between the **Maine Department of Transportation** (hereafter “**MaineDOT**”), and the **Municipality of Belgrade** (the “**Municipality**”) (individually a “**Party**” or jointly the “**Parties**”) regarding a partnership initiative between the Parties to mitigate the groundwater chloride impacts affecting residential and commercial properties located near Routes 27, 11 and 135 in Belgrade, Maine.

**BACKGROUND**

- A. Routes 27, 11 and 135 (also known as Cemetery Road) intersect to form a generally triangular area as depicted on the map attached hereto as **Exhibit A** (the “**Impact Area**”). The Impact Area extends from the westerly side of Route 27 to the northeasterly side of Cemetery Road and the southeasterly side of Route 11 and includes specifically the highlighted parcels shown on Exhibit A, being an excerpt of Tax Map 7 of the Municipality’s records.
- B. MaineDOT and the Municipality each own and operate sand and salt storage facilities located within the Impact Area on the northeast side of Cemetery Road (the “**Maintenance Facilities**” collectively).
- C. There have been several instances of chloride-related groundwater contamination issues affecting the private water supplies of residential and commercial properties located within the Impact Area (the “**Groundwater Contamination Impacts**”).
- D. Sources of the Groundwater Contamination Impacts potentially include the Maintenance Facilities owned and controlled by both Parties. Numerous smaller private sources, such as driveways, parking lots and previously installed reverse-osmosis water treatment systems, as well as other unknown sources have likely contributed to the Groundwater Contamination Impacts, as well.
- E. The Parties each have legal responsibilities associated with private water supplies being rendered unfit for human consumption as a result of highway construction, reconstruction or maintenance. 23 M.R.S. § 652(2) establishes MaineDOT’s responsibilities; 23 M.R.S. § 3659 establishes the Municipality’s responsibilities. The two statutes include similar liabilities and obligations to resolve associated claims.
- F. Given that each Party’s exact contribution to the Groundwater Contamination Impacts is difficult to identify, MaineDOT and the Municipality have determined that it is in the public interest to jointly implement a permanent resolution to the Groundwater Contamination Impacts through a practical mitigation management plan and cost sharing arrangement between the Parties.
- G. After thorough reviews of the various impacted properties and resolutions that may be implemented, the Parties have jointly determined that currently the most practical solution is to

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design, install, operate and maintain a Public Water System, as such is defined in 22 M.R.S. § 2601, to serve the impacted properties as well as those additional properties within the Impact Area that may become impacted by chloride in the future (the “Water System”), as further outlined in this Agreement.

- H. The Parties previously entered into a Memorandum of Agreement dated May 24, 2011 (the “2011 Agreement”) to establish preliminary cost-sharing and claim investigation measures. The 2011 Agreement was limited in scope and did not fully contemplate the extensive Groundwater Contamination Impacts that have since been identified, nor did it consider the potential need for a public water system and the initial and ongoing expenses associated therewith.
- I. The purpose of this Agreement is to 1) replace the 2011 Agreement; 2) set out each Party’s responsibilities in establishing, constructing, operating and maintaining the Water System; and 3) identifying the cost-sharing arrangements between the Parties in connection with both the Water System and private property damages associated with the Groundwater Contamination Impacts.

#### AGREEMENT

NOW THEREFORE, MaineDOT and the Municipality acknowledge and agree that the forgoing recitals are true and correct statements of fact, and further agree as follows:

1. **Status of 2011 Agreement:** Upon the execution of this Agreement, the 2011 Agreement is void and of no further effect. All payments due from the Municipality under the terms of the 2011 Agreement have been paid in full by the Municipality in accordance with the terms thereof.
2. **Points of Contact:** Each Party shall assign a Point of Contact to be the direct contact person for all purposes associated with the Water System and all aspects of this Agreement. Appropriate contact information for each Point of Contact shall be shared between the Parties as soon as practicable.
  - a. For MaineDOT, the Region Manager for MaineDOT’s Region 2 will act as the Point of Contact. As of the effective date of this Agreement, that person is Jamie Andrews;
  - b. For the Municipality, the Town Manager will act as the Point of Contact. As of the effective date of this Agreement, that person is Interim Town Manager, Dennis Keschel.
3. **Completed Actions Toward Development of the Water System:** As of the date of this Agreement, the following activities have already been completed:
  - a. The Parties have identified a number of residential and commercial properties within the Impact Area presently affected by the Groundwater Contamination Impacts (these properties, together with any future properties within the Impact Area identified as having been affected by the Groundwater Contamination Impacts, are hereafter the “**Impacted Properties**”).

Impacted Properties *presently affected* by the Groundwater Contamination Impacts as of the effective date of this Agreement and intended to be connected to the Water System upon construction completion are identified on Exhibit A as follows: lots 42, 53 (Municipal Cemetery), 55, 55-A, 55-C, 55-E, 55-F, 55-G, 58, 59-A, 59-B, 62, and 63. Notwithstanding the depiction of highlighted parcels on Exhibit A, the

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Parties agree to also recognize lot 62A as a presently affected Impacted Property for the purpose of this Agreement and will share equally in the costs associated with resolving that owner's claim if it is determined to be impractical to physically connect lot 62A to the Water System.

- i. Impacted Property *not presently affected* by Groundwater Contamination Impacts but still intend to be connected to the Water System upon construction completion is identified on Exhibit A as follows: lot 45 (the "Municipal and MaineDOT Salt Facilities").
  - ii. Impacted Properties not included in subsection i. and ii. above are eligible to be connected to the Water System in the future on a case-by-case basis if they become affected by Groundwater Contamination Impacts, subject to the Water System's sufficient capacity to handle the additional demand created by the added property.
- b. MaineDOT has hired Ransom Engineering ("Ransom") to drill and evaluate a test well (the "Community Well") to serve the Impacted Properties. The Community Well is located within MaineDOT's Maintenance Facility lot and is indicated on Exhibit A within lot 45. Ransom's total costs associated with the installation, testing and permitting of the Community Well are ~~\$ 109,821.88~~ (the "Community Well Installation, Testing and Permitting Costs"). The Community Well currently meets all appropriate water quality standards, has sufficient capacity to serve the Impacted Properties, and the Parties anticipate that the Community Well will continue to have appropriate quality and capacity in the foreseeable future.
- c. Ransom, at MaineDOT's direction, has also developed a cost estimate to design and install the necessary pumps, piping, treatment and distribution system to distribute water from the Community Well to the Impacted Properties (the "Distribution System"). The Community Well, together with the Distribution System, hereafter collectively constitute the "Water System" for the purpose of this Agreement. Ransom's recently updated cost estimate is approximately ~~\$3,000,000.00~~ (the "Distribution System Design and Installation Estimate"). The Distribution System Design and Installation Estimate includes individual connections to the Impacted Properties identified in Sections 3.a.i and ii (the "Present Connections").
- d. MaineDOT has applied to the Maine Drinking Water Program ("DWP") for authorization to rely on the Community Well to supply a Public Water System serving the Impacted Properties. DWP has issued preliminary approval to MaineDOT, pending DWP's review and approval of the Distribution System. DWP's records identify the proposed Water System as "Belgrade DOT" and DWP has assigned a Public Water System identification number of ME0092729.

Commented [PT1]: May 2022 updated estimate. \$290,000 for well treatment system and \$2,767,690 for construction/installation of water line \$3,057,690 estimated TOTAL of Distribution System

#### 4. Municipality's Establishment of a Water Utility:

- a. In preparation for the Municipality's assumption of ongoing Water System operation and maintenance responsibilities as further set out in Section 6 of this Agreement, the Municipality has taken the necessary step of establishing a legislatively approved charter creating the Belgrade Water District to carry out such responsibilities on the Municipality's behalf over a geographic territory identical to the Impact Area depicted on Exhibit A. The creation of the Belgrade Water District was ratified by the Municipality's voters in March of 2022. It is the Parties' intent that, in addition to the municipal ratification of the

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Belgrade Water District, this Agreement shall be executed before a project to construct the Distribution System is put out to bid by MaineDOT. and that this Agreement has been drafted with the goal that the Distribution System construction will begin in late 2022, provided such Agreement execution has occurred no later than August 31, 2022. The Parties further agree to seek a legislative amendment to the defined area of the Belgrade Water District to include the presently affected Impacted Property identified as Lot 62A if it becomes apparent that the appropriate resolution to that lot's circumstance is to connect it to the Water System.

Commented [PT2]: We need to know when this agreement will go forward to a municipal approval vote to put a realistic date into this section. Depending on the expected timing, construction onset may need to be pushed to Spring 2023.

Commented [PT3]: The warrant article that was approved in March 2022 did not consider future modifications to the area. It simply said, "Do you favor creating the Belgrade Water District?" If we need to modify the district's area, will a subsequent municipal vote be required?

b. The Parties agree that, if the Municipality is unable to secure the necessary municipal approval to enter into this Agreement, this Agreement shall be of not force and effect and the Parties will proceed with an alternate means of resolving the Groundwater Contamination Impacts, up to and including purchase of the Impacted Properties and relocation of affected occupants with the Parties sharing equally in all such costs.

c. Upon execution of this Agreement and in parallel with the Distribution System being designed, the Municipality will take all necessary remaining measures to ensure that the Belgrade Water District is functioning as a legally compliant water utility (the "Water Utility") under the laws and regulations of the Public Utilities Commission (the "PUC"), including without limitation appointing trustees, securing all necessary permits/approvals and ensuring that the designed Water System is approved by the PUC before the Distribution System construction commences. The Water Utility will be expected to actively participate in the oversight of the Distribution System construction with MaineDOT's selected contractor.

Commented [PT4]: While we originally did not think that the water utility would fall under the jurisdiction of the PUC, I'm not sure that is still the case, since they will be charging a fee. This process has been a bit of a moving target. When I first drafted this agreement, I was under the impression that they did not meet the definition of a water utility under PUC laws because they were not going to charge the users. Now that it's been clarified that they do intend to charge, I'm concerned that they now meet the definition of a "water utility" and may need additional PUC approval. They definitely will need PUC approval for rate establishment. In addition, 35-A sec. 6102 further requires that, before commencing construction of the water line, the water utility must file the plans and specs with the PUC for approval. If this step is, in fact, required, this will need to happen before we go out to bid.

d. The development of the Water Utility requirements shall be at the discretion of the Municipality, provided that it complies with all applicable Maine laws governing the formation of water utilities and construction of associated water system infrastructure in the State of Maine and that either the Municipality or the established Water Utility on the Municipality's behalf is authorized to assume ownership of and all responsibility for the completed Water System when construction is complete and the Water System is put into service.

A "water district" is created by Private and Special Law to perform the functions of a "water utility" (35-A sec. 6101). A "water utility", by definition, operates water works for compensation (35-A sec. 102).

e. Once the Water Utility is legally empowered to assume the Municipality's obligations under this Agreement, this Agreement may be amended to add the Water Utility as a Party to this Agreement, at which time the Belgrade Water District will assume the role of Water Utility for the purpose of this Agreement. Absent such amendment, all references to the Water Utility in this Agreement shall refer to the Municipality and the terms "Municipality" and "Water Utility" shall be interchangeable until such amendment occurs.

Commented [PT5R4]: We need the town to investigate this question and determine whether PUC involvement will be needed.

5. Project Construction and Implementation:

a. Scope of Work and Project Contract:

i. Subject to municipal execution of this Agreement and PUC's requisite approval, if needed, of the submitted plans and specifications of the designed Distribution System, MaineDOT shall procure and administer a contract to construct the Distribution System, connect the Distribution System to the Community Well, and connect the completed Water System to the Impacted Properties currently identified

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by the Parties (the “Project”) with the intention that construction will begin in late 2022 and be completed in spring of 2023. Implementation of this work shall be completed in accordance with the plans and specifications jointly approved by MaineDOT, the Water Utility and PUC, if deemed necessary.

**Commented [PT6]:** As noted above and depending on the municipal approval timing and PUC review, this date may need to be pushed out.

- ii. MaineDOT shall be the sole administrator of the Project contract and will pay all Project costs, subject to the Parties’ cost sharing arrangements set out in the **Cost Sharing and Invoicing** section herein.
  - iii. MaineDOT shall be responsible for applying for and complying with all applicable permitting requirements associated with Project construction, except that the Water Utility shall have secured any necessary approvals from the PUC and applied for and been granted the necessary Location Permit from MaineDOT in accordance with the terms of 35-A M.R.S. ch 25 and MaineDOT’s Utility Accommodation Rules (the “**Location Permit**”).
  - iv. Subject to MaineDOT’s approval of the Location Permit, the Distribution System will be installed within the limits of the highway rights of way to eliminate the Parties’ need to acquire additional property rights from abutting landowners.
  - v. Changes to Project Scope. MaineDOT will consult with the Municipality and the Water Utility before implementing any substantive adjustments to the Project scope. Any such changes shall be in writing and mutually agreed upon by all Parties to this Agreement, as such may be amended.
  - vi. MaineDOT shall ensure that the Project is constructed in accordance with the Project contract.
  - vii. The Water Utility may inspect the Project work upon reasonable notice to MaineDOT. Costs for such inspections shall be at the Municipality’s sole expense.
- b. Individual Service Lines to Impacted Properties: *Prior to MaineDOT’s solicitation of bids to construct the Project*, MaineDOT shall secure statements from the owners of each Impacted Property (the “**Impacted Property Owners**”) indicating that they intend to connect to the Water System once it is operational and that they will grant the necessary temporary access rights to allow for the installation and connection. If a sufficient number of Impacted Property Owners fail to state an intention to connect to the Water System, the Parties reserve the right to forego constructing the Distribution System and, in such event, shall revisit the terms of this Agreement.
- i. Individual service lines to each of the Present Connections (the “**Service Line(s)**”) will be installed as part of the Distribution System with connection points being installed as close as possible to the edge of the highway right of way limits. All portions of Service Lines installed outside of the highway right of way and within the boundaries of the Impacted Properties shall be owned by the Impacted Property Owner being served.
  - ii. Each Impacted Property Owner will be required to grant temporary access rights for all purposes necessary to allow Project contractors to install and connect the

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Service Line from the installed water main connection point to the Impacted Property's existing plumbing system.

- iii. Impacted Property Owners will be required to enter into a service contract with the Water Utility for the provision of public water serving the Impacted Property before that property's associated Service Line is made active.
  - iv. Subject to the exceptions set out below and upon connection of each Service Line, MaineDOT or its contractor will fill in and abandon the Impacted Property's chloride-contaminated groundwater well, as required by Maine law, at no cost to the Impacted Property Owner (the "**Groundwater Well Abandonment**"). In addition to the temporary access rights conveyed for installation of the Service Lines, each Impacted Property Owner will be required to grant temporary access rights for all purposes necessary to perform Groundwater Well Abandonment activities. Costs associated with Groundwater Well Abandonment shall be paid upfront by MaineDOT, subject to the Parties' cost sharing arrangements set out in the **Cost Sharing and Invoicing** section herein.
  - v. MaineDOT shall ensure that, upon completion of all necessary installations, connections and Groundwater Well Abandonment activities performed by or on behalf of MaineDOT in connection with the Project, all disturbed property will be restored, including any necessary re-grading or re-seeding of grass, to return the Impacted Property to a condition similar to that which exists prior to the work being implemented. Such costs shall be a component of the Groundwater Well Abandonment costs;
  - vi. MaineDOT will contact each affected Impacted Property Owner prior to the onset of Project construction to complete the necessary documentation involving temporary access rights. Temporary access rights for Service Line installation and Groundwater Well Abandonment shall be incorporated into one single access document for each Impacted Property as appropriate. MaineDOT shall prepare such documentation at its sole expense.
- c. Dedicated Groundwater Monitoring Wells.

Notwithstanding the Groundwater Well Abandonment process outlined above, and subject to prior approval by the Department of Environmental Protection, the Parties shall work together to identify a reasonable number of affected groundwater wells to leave in place, disconnected from associated Impacted Properties but not formally abandoned, to use as future monitoring wells, allowing the Municipality to periodically monitor the ongoing conditions of the groundwater over time.

d. Municipal Cooperation During Project Construction.

- i. The Municipality agrees that, to the extent that MaineDOT and its Project contractors are subject to any local ordinances, the Municipality shall promote, in good faith, cooperation on the part of any local board, committee, commission, or other administrative body with jurisdiction over any applicable local ordinance with MaineDOT regarding pursuit or execution of the Project. The Municipality further

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agrees not to charge MaineDOT or its Project contractors for any necessary municipal inspections and/or permits related to the Project.

**Commented [PT7]:** I understand that Phil has agreed to this paragraph's revision but is looking into the Municipality's ability to waive fees.

- ii. The Municipality agrees to alter, move, relocate or remove, or cause to be, at no cost to the Project, any municipal property, including all fixtures, facilities or monuments, located on, under or above the ground, as necessary to permit construction of the Project, that has not otherwise been provided for during the development of the Project. Any work necessary to do so during the period of construction shall be coordinated with the Project contractor.
- iii. To the extent necessary to permit construction of the Project, the Municipality will, at no cost to the Project, assure proper adjustment, relocation, or repair of any portion of a utility service, whether above or below ground, that is located within the limits of the highway right-of-way and connected to any municipal utility. The Municipality agrees to hold MaineDOT harmless from any claims for damages occurring as a result thereof.
- iv. The Municipality agrees that during and after construction it will apply the requirements of the most recent version of MaineDOT's "Utility Accommodation Rules" as the minimum guidelines, notwithstanding any municipal rules that are more lenient.
- v. Traffic Control. The Municipality agrees to allow the Project contractor to control all traffic through Project work areas in accordance with the traffic control plan approved by MaineDOT. The development of the Traffic Control Plan will follow the process outlined below:
  - a. MaineDOT's Project Manager will discuss the Traffic Control Plan with the Municipality (scope, limits, day or night work, work window, etc.) as soon as practicable.
  - b. The Municipality will comment on any concerns/issues related to the Traffic Control Plan within two (2) weeks of receipt.
  - c. MaineDOT will address the Municipality's concerns where practical, but MaineDOT's engineering judgment will prevail where there are any disagreements.

**6. Ongoing Operation and Maintenance of Completed Water System:**

- a. Bill of Sale and Location Permit. Upon completion of the constructed Water System, connection of all Service Lines, and delivery by the Municipality/Water Utility to MaineDOT of Water Supply Settlements (as further defined below) from each of the Impacted Property Owners that have entered into service contracts, MaineDOT will convey, and the Water Utility shall accept, ownership of the Water System to the Water Utility via a bill of sale for the infrastructure, a deeded easement for the Community Well location and any associated infrastructure located on MaineDOT property, and a Location Permit allowing the Water System to continue to occupy the highway rights of way in accordance with the terms of MaineDOT's Utility Accommodation Rules. The Location Permit will include language representing that the Municipality shall not be required to

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participate in future costs of relocating the Water System, or any portions thereof, if such relocation becomes necessary due to MaineDOT's future highway construction or reconstruction needs.

- b. Upon completion of the constructed Water System and connection of all Service Lines, the Water Utility shall assume all responsibilities for the Water System's ongoing operation and maintenance at its sole expense (the "**Water System Operation and Maintenance**") including without limitation all associated fees, costs, repairs and replacements. DWP has estimated the annual expense associated with the Water System Operation and Maintenance to be approximately \$36,000 in present value. Water System Operation and Maintenance shall include compliance with any well head protection plan required by the DWP and all applicable state and local laws, rules and regulations governing the Water System. The Parties agree that, should the Community Well become contaminated with chloride associated with the Parties' operation of the Maintenance Facilities, the Parties shall revisit the terms of this Agreement to jointly determine how best to resolve such contamination or to otherwise address the claims of Impacted Properties that cannot be served by the Community Well.
- c. The Municipality shall ensure that the Water System Operation and Maintenance is implemented in accordance with all applicable laws, rules and regulations including without limitation 22 M.R.S. Ch. 601 - Water for Human Consumption, and the State of Maine Board of Licensure of Water System Operators rules at 90-429 C.M.R. ch. 1, and that the Water System is maintained in such a manner as necessary to preserve the use and function thereof for the expected period of the Water System's normal useful life as determined by accepted engineering and/or industry standards. To the extent any warranty exists for the Water System, said warranty shall be first relied on by the Municipality to address necessary maintenance and/or repairs. The Municipality agrees to maintain the Water System with equipment technology equal to or greater than that which has been installed in connection with the Project.
- d. The Municipality shall ensure that all Impacted Properties within the limits of the Impact Area, are allowed to connect to the Water System and that there shall be no charge to the Impacted Property Owner for the cost of physically connecting such property to the Water System. At the Municipality's discretion, it may take appropriate steps to enact necessary local ordinances to limit the properties that are permitted to connect to the Water System, provided that all Impacted Properties in the Impact Area are permitted to connect thereto.
- e. The Water Utility may, subject to PUC approval if required, develop a reasonable rate schedule for water usage commensurate with other public water utilities of similar size and scope to offset future maintenance costs.
- f. Notwithstanding anything in this Agreement to the contrary, the Municipality's obligation to allow all Impacted Properties to connect to the Water System is conditioned on the Water System's capacity to adequately serve additional users. In the event the Parties become aware that the Water System can no longer serve additional Impacted Properties, the Parties shall revisit the terms of this Agreement to jointly determine how best to expand the capacity of the Water System or to otherwise address the claims of Impacted Properties that cannot be served by the Water System.

7. **Investigation and Settlement of Current and Future Well Claims:**



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- a. MaineDOT will continue to work with currently identified Impacted Properties to inform property owners of the Parties' plan to install, operate and maintain the Water System.

- b. Settlement Negotiations.

Each Impacted Owner has filed a claim against MaineDOT seeking: 1) damages caused by groundwater well contamination affecting their property, and 2) a resolution resulting in the provision of a clean water supply (collectively, the "**Well Claim**"). For the purposes of this Agreement, each Well Claim is separated into two components: the "**Water Supply Component**" requiring that clean water be supplied to the Impacted property; and the "**Personal Property and Fixtures Component**" addressing physical damage to the personal property and fixtures associated with the Impacted Property.

- i. *Prior to activating a connected Service Line*, the Municipality/Water Utility shall ensure that the Impacted Property Owner has signed a settlement agreement releasing MaineDOT and the Municipality from the Water Supply Component of the owner's Well Claim (the "**Water Supply Settlement**"). MaineDOT will provide the Municipality with the form of settlement agreement required for execution.
  - ii. Once the Impacted Properties have been connected to the Water System, MaineDOT will ask each Impacted Property Owner to provide a cost summary supporting the Personal Property and Fixtures Component of their Well Claim, including, for example, piping, tanks, pumps, heating systems or other related fixtures that have been damaged as a result of the Groundwater Contamination Impacts. MaineDOT will assess the validity of each claim and will strive to negotiate a final settlement of the Personal Property and Fixtures Component of each Impacted Property Owner's Well Claim (the "**Personal Property and Fixtures Settlement**"). Settlement agreements will include a release of both MaineDOT and the Municipality. Negotiated settlement amounts will be paid by MaineDOT up front, subject to the Parties' cost sharing arrangements set out in the **Cost Sharing and Invoicing** section herein.
- c. If an Impacted Property is confirmed to experience damage to or failure of the personal property and/or fixtures described above that requires repair or replacement prior to the Water System being operational, the Parties will jointly investigate such damages and will share in all costs incurred to appropriately repair or replace the damaged property or fixture (the "**Emergency Repairs**"). Impacted Property Owners affected by Emergency Repairs will not be asked to settle their Well Claim until the Water System is installed and connected, at which time such claim will be handled in accordance with the *Settlement Negotiations* subsection included above.
- d. State Claims Referrals. If an Impacted Property Owner 1) refuses to be connected to the Water System; 2) refuses to enter into a Water Supply Settlement; or 3) if a Personal Property and Fixtures Settlement cannot be reached with an Impacted Property Owner once connected to the Water System, the unsettled party will be asked to assign its claim against the Municipality to MaineDOT, and MaineDOT will refer the claim against MaineDOT to the State Claims Commission for a determination of cause and assessment of damages (the

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“**SCC Damage Award**”). SCC Damage Awards will be paid by MaineDOT up front, subject to the Parties’ cost sharing arrangements set out in the **Cost Sharing and Invoicing** section herein.

- e. **Investigation of New Claims.** New claims from Impacted Properties not already identified as of the date of this Agreement shall be investigated by MaineDOT and results reported to the Municipality. If the claim is determined by MaineDOT to be associated with the Groundwater Contamination Impacts, the Municipality shall arrange for the Impacted Property to be connected to the Water System at the Municipality’s cost (the “**Future Connection Costs**”) subject to the Parties’ cost sharing arrangements set out in the **Cost Sharing and Invoicing** section herein. Final resolution of the newly identified Impacted Property will then be managed in accordance with the process set out in the **Settlement Negotiations and State Claims Referrals** sections outlined above.
- f. **Release of Municipality from Claims.** Upon the Municipality’s payment to MaineDOT of its share of each Impacted Property Owner’s Personal Property and Fixtures Settlement or SCC Damage Award, as applicable, and satisfaction of all Municipality and Water Utility obligations set out in this Agreement, cost sharing or otherwise, MaineDOT hereby releases the Municipality from all claims, damages and causes of action associated with the Groundwater Contamination Impacts that are covered by the Water Supply Settlement, Personal Property and Fixtures Settlement or SCC Damage Award for that particular Impacted Property.

## 8. **Project Cost Sharing and Invoicing:**

- a. **Allocation of Costs.** The Parties agree to allocate all costs associated with the Groundwater Contamination Impacts as follows:
  - i. MaineDOT shall pay all actual costs incurred in connection with the Distribution System Design and Installation Estimate (currently estimated at \$3,000,000.00);
  - ii. The Municipality shall pay all actual costs incurred in connection with the ongoing Water System Operation and Maintenance (currently estimated at \$36,000 per year, present value as of the date of this Agreement), subject to the Municipality’s right to charge a reasonable water usage fee, as described above, to offset these costs;
  - iii. The Parties shall each pay fifty percent (50%) of all actual costs incurred in connection with the following;
    - 1. Community Well Installation, Testing and Permitting Costs, documented at a total of \$109,821.88;
    - 2. Groundwater Well Abandonment costs (generally estimated at \$3,000 - \$3,500 per well);
    - 3. Personal Property and Fixtures Settlements;
    - 4. SCC Damage Awards;
    - 5. Emergency Repairs; and
    - 6. Future Connection Costs.
  - iv. All in-house costs incurred by each Party’s staff in connection with the Groundwater Contamination Impacts, including but not limited to design review,

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construction oversight, investigations and administrative processing, shall be the responsibility of each individual Party and not applied against either Party's allocations as set out above.

b. Invoicing and Payment Schedule.

- i. The Parties acknowledge that the Municipality has already been invoiced for and paid to MaineDOT the sum of \$21,310.00, which is applied against the Municipality's 50% share of the Community Well Installation, Testing and Permitting Costs;
- ii. Immediately upon execution of this Agreement, MaineDOT will invoice the Municipality for its remaining share of the Community Well Installation, Testing and Permitting Costs, which equals \$33,600.94;
- iii. Immediately upon execution of this Agreement, and intermittently as Emergency Repairs are performed prior to the Water System being completed, the Parties will invoice one another, as applicable, for any outstanding share of Emergency Repairs that either Party may have incurred.
- iv. Once the Water System is completely constructed and installed, MaineDOT shall invoice the Municipality on a quarterly basis for its share of costs incurred to date in connection with 1) Groundwater Well Abandonment; 2) Personal Property and Fixtures Settlements; and 3) SCC Damage Awards. MaineDOT's share of any Future Connection Costs covered by the Water Utility at the time of connection will be deducted from the amount invoiced to the Municipality.
  1. The initial invoice will include all costs incurred to date in these categories;
  2. Subsequent quarterly invoices will reflect costs incurred in these categories during that particular quarter.
- v. Each invoice submitted will describe the completed work and itemize the associated costs included therein. The invoicing Party will provide supporting documentation to the other Party upon request.
- vi. Each invoice shall be due and payable upon 30 days of the invoiced Party's receipt thereof.

9. Financial Obligations, Termination and Early-Termination Rights:

- a. Obligation of MaineDOT Funds. Anything herein to the contrary notwithstanding, the Municipality acknowledges and agrees that, although the execution of this Agreement by MaineDOT manifests its intent to honor its terms and to seek funding to fulfill any obligations arising hereunder, by law any such obligations are subject to available budgetary appropriations by the Maine Legislature and do not create any obligation on behalf of MaineDOT in excess of such appropriations.
- b. Obligation of Municipality Funds. Anything herein to the contrary notwithstanding, MaineDOT acknowledges and agrees that, although the execution of this Agreement by the

Revised 07-06-22

Municipality manifests its intent to honor its terms and to seek funding to fulfill any obligations arising hereunder, by law any such obligations are subject to available budgetary appropriations by the Municipality's governing authorities and, therefore, this Agreement does not create any obligation on behalf of the Municipality in excess of such appropriations.

- c. Each Party hereby agrees to diligently pursue the necessary funding to satisfy its respective obligations arising hereunder. If either Party is unable to satisfy its respective obligations, the other Party shall have the right to terminate or renegotiate the terms of this Agreement.
- d. Either Party may postpone, suspend, abandon or otherwise terminate this Agreement upon thirty (30) days written notice to the other Party as the result of any failure by the other Party to perform any of the services required under this Agreement to the terminating Party's satisfaction. In no event shall any such action be deemed a breach of contract.
- e. This Agreement may be terminated at any time by mutual written agreement of all Parties, provided that such written agreement shall address the allocation between the Parties of any costs, expenses, penalties and/or liabilities expended, committed or imposed in connection with the Project and any Project contracts awarded as of such date of termination.
- f. Prior to MaineDOT awarding a contract to construct and install the Water System, if estimates or actual bid prices for such construction and installation exceed the Distribution System Design and Installation Cost Estimate (i.e., \$3,000,000.00) by more than thirty percent (30%), MaineDOT reserves the right to postpone, suspend, abandon or otherwise terminate or renegotiate the terms of this Agreement. In such event, each Party shall pay its share of any costs, expenses, penalties and/or liabilities expended, committed or imposed in connection with the Project and any Project contracts awarded as of such date of termination.
- g. In the event of termination, all provisions of this Agreement shall become null and void except for any outstanding financial obligations for costs or liabilities already incurred or obligated, as well as *those provisions that by their very nature are intended to survive*.
- h. Unless this Agreement is terminated early in accordance with the provisions set out above, all provisions of this Agreement *except those associated with the Municipality's ongoing Water System Operation and Maintenance obligations and those that by their very nature are intended to survive*, shall expire upon final collection and/or payment of all outstanding invoices, provided that no new Impacted Properties have been identified within the Impact Area for a period of ten (10) years.

**10. Miscellaneous Provisions:**

- a. Municipal Authority. The Municipality represents that it has received all necessary approvals or authorizations by its governing authorities to enter into this Agreement and fulfill the Municipality's obligations outlined herein.
- b. The Parties agree to: comply with and abide by all applicable state and federal laws, statutes, rules, regulations, standards and guidelines, including the MUTCD and OSHA standards, and all Agreement provisions; avoid hindering each other's performance; fulfill all obligations diligently; and cooperate in achievement of the intent of this Agreement.

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c. The Parties shall require any third party or other entity providing any service or work on the Water System to (a) carry liability insurance commensurate with the risk of the activity and (b) to indemnify and defend both MaineDOT and the Municipality and hold them harmless from claims. The duty to defend, indemnify, and hold harmless shall extend to the State of Maine, its officers, agents and employees and the Municipality, its officials, employees, agents, consultants or contractors, and shall cover all claims, suits or liabilities arising from any negligent or wrongful act, error or omission by said third party or entity. Nothing herein shall waive any defense, immunity or limitation of liability that may be available to either party under the Maine Tort Claims Act (14 M.R.S. § 8101 et seq.) or any other privileges or immunities provided by law. Any other provision of this Agreement to the contrary notwithstanding, this provision shall survive any termination or expiration of this Agreement.

Commented [PT8]: Jim and Phil to discuss Phil's request that this provision be reciprocal.  
Commented [PT9R8]: I understand Phil has agreed to this paragraph's proposed revision.

- d. State of Maine's Rights of Set-Off. MaineDOT shall have all of its common law, equitable and statutory rights of set-off. These rights shall include, but not be limited to, the State of Maine's option to withhold for the purposes of set-off monies due the Municipality under a specific project contract up to any amounts due and owed to MaineDOT with regard to this Agreement, and any other agreement/contract with any State of Maine department or agency, including any agreement/contract for a term commencing prior to the term of this Agreement, plus any amounts due and owed to the State of Maine for any reason including without limitation, tax delinquencies, fee delinquencies or monetary penalties relative thereto. MaineDOT shall exercise its set-off rights in accordance with normal State practices including, in cases of set-off pursuant to an audit, the finalization of such audit by MaineDOT, its representatives, or the State Controller. When applicable, MaineDOT reserves the right to withhold or reduce future Local Road Assistance payments to the Municipality for purposes of set-off to recover the amount owed.
- e. Assignment. No assignment of this Agreement is contemplated, and in no event shall any assignment be made without both Parties' express written permission.
- f. Notice. Any communications, requests or notices required or appropriate to be given under this Agreement shall be in writing and may be sent via email which shall satisfy the delivery requirements of this section through express acknowledgement of receipt by the receiving Party. Alternatively, communications can be mailed via U.S. Mail, Certified or Registered, Return Receipt Requested or sent via a recognized commercial carrier, such as but not limited to Federal Express, that requires a return receipt delivered to the sending party. Said communications, requests or notices shall be sent to the other Party as follows:

MaineDOT: Maine Department of Transportation  
Region 2 Office  
  
Augusta, ME04333-0016  
Attn.: Jamie Andrews  
Email: [jamie.andrews@maine.gov](mailto:jamie.andrews@maine.gov)

Municipality: Town of Belgrade  
990 Augusta Rd  
Belgrade, ME 04917  
Attn.: Dennis Keschel, Interim Town Manager

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Email: [townmanager@townofbelgrade.com](mailto:townmanager@townofbelgrade.com)

g. Counterparts and Electronic Signatures. This Agreement may be implemented in one or more counterparts, each of which will be deemed to be an original copy and all of which, when taken together, will be deemed to constitute one and the same Agreement, and will be effective when counterparts have been signed by each of the Parties and delivered to the other Parties. Each Party agrees that this Agreement and any other documents to be executed in connection herewith may be electronically signed and that any electronic signatures appearing on this Agreement or the associated documents are the same as handwritten signatures for the purposes of validity, enforceability and admissibility.

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement in duplicate, effective on the day and date last signed below.

**MAINE DEPARTMENT OF TRANSPORTATION**

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

By: \_\_\_\_\_  
David Bernhardt  
Director, Bureau of Maintenance and Operations  
Duly authorized

**MUNICIPALITY OF BELGRADE**

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

By: \_\_\_\_\_  
Print name: \_\_\_\_\_  
Its \_\_\_\_\_  
Duly authorized

This version of the MDOT contract does not in my opinion adequately protect the Town's future financial liability for decisions being solely made by MDOT. With all of the above as background, here are a few suggested changes to the current draft contract language:

1. Under the "Completed Actions Toward Development of the Water System" on pp. 2 and 3. As noted above, it appears the State Drinking Water Program (DWP) has not yet approved MDOT's application of their well as a community public drinking water source is significant. The Select Board should not sign a contract until such time as it is assured the well and its location meets with the approval of the DWP and MDOT can produce documentation of that approval. First, and foremost, the Town does not want to accept ownership and operation responsibility for a well that does not have State regulatory approval in hand. Secondly, DWP approvals usually come with operating conditions, especially for wells such as this located in close proximity to salt contaminated ground water and on-going sources of salt discharges to the environment as was discussed at the meeting. In addition the well is in close proximity to potential future ground water contamination sources (e.g. oil storage, vehicle repair, and salt storage and handling) which will get the DWP's attention. The most common condition of approval by the DWP is a cap on pump rates, which in turn effects the maximum number of users the system can supply (given the estimated yield of the well from the pump test I doubt this will be a limitation for 13-14 service connections, none of which are particularly large water volume users. Of course, it could become problematic if a large user such as a restaurant, laundromat or car wash is proposed in the triangle in the future), and the Town's operating protocols to avoid drawing contaminated ground water to the community well.

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2. It is also noteworthy that no mention is made in the "Completed Actions Toward Development of the Water System" of submission by MDOT to the DWP of the required source water protection plan, which that agency must review and approve. That plan should specify what measures the Town as owner and operator of the well will take to ensure its safety from vandalism or worse, and from contamination in the event of a spill or discharge at the oil storage tank within 250', the cumulative impact of small solvent and degreaser spills or similar incidents in course of nearby vehicle repairs, and of course, the existing and on-going contamination of ground water by salt from the Town and MDOT facility operations. Conditions of approval of such plans or revisions required to obtain such approval can include installation and routine sampling of ground water monitoring wells, operational improvements at the salt facilities, or the installation of water treatment equipment at the time of construction of the pump station and water storage to have on standby. Such treatment is proposed in MDOT's application to the DWP for approval of the community well. Obviously all of the above adds to O&M costs to be borne by the Town.

**Commented [BJ2]:** We have prelim approval and the source water protection plan is a part of the ongoing approval process; need full design before final. Dwight can discuss the process.

3. I would recommend a new section be added to the contract entitled something like "Work to Be Completed by MDOT" and add a provision that MDOT develop, submit and obtain approval for a source water protection plan. Maybe worded as follows"

**Commented [BJ3]:** No; as noted above, the development of the source water protection plan is a part of the overall DWP approval process and will be completed in connection with that process as directed by DWP.

**Work to Be Completed by MDOT**

**a. Prior to the transfer of ownership of the community water system from MDOT to the Municipality or Water Utility, MDOT shall complete a source water protection plan in accordance with the requirements of the Maine Drinking Water Program and obtain approval of**

such Plan by that regulatory program. Prior to submission of the Plan to the Drinking Water Program, the Municipality or Water Utility will be provided an opportunity to review and comment. The Drinking Water Program approval, including any Water System monitoring or operational conditions, shall be provided to the Municipality or Water Utility.

b. Prior to the letting of construction bids for the Distribution System, pump station, and water storage, MDOT shall secure no less than X number of service agreements with eligible users of the water system to ensure an adequate revenue stream to the Town or Water Utility and the future financial integrity of the community Water System. ( I don't know what the magic number is, but certainly more than half of the eligible users. This is to ensure not building a water system that is the equivalent of the "bridge to nowhere" and ensure sufficient water use revenue is generated to sustain O&M of the system. The difficulty of obtaining these agreements with eligible users should not be underestimated. The most likely first question from eligible users will be the cost to them, so if MDOT has confidence in the DWP's annual O&M cost estimate of \$36K per year, approximate water rates can be projected to help potential users to decide whether to enter into a service agreement. This assumes that Town or Water Utility will charge a fee for water use and rely on that revenue to fund O&M costs vs. the Town entirely funding the O&M costs from town-wide property taxes and not charging users at all for water use.)

**Commented [BJ4]:** These are the town's people. This is an activity of the future water company. The whole reason DOT is paying all the up front costs—now likely to be \$3.5 million or more—is to avoid having to conduct these sort of running a water company activities. Further, Section 5.b. of the agreement already provides for MaineDOT to "secure statements from the owners of each Impacted Property ... indicating that they intend to connect to the Water System once it is operational." That same section states that owners will need to sign a service contract with the water utility before their connection is activated. This division of effort is reasonable.

4. I find it amazing that the Town will have no review or input into the design of the water system it will own and have to operate and maintain under this contract. I would consider amending "Project Construction and Implementation" on pg. 4 to "Project Design, Construction and Implementation" and a provision that requires an opportunity to review the design and sit down with MDOT and their design engineer, if for no other reason to understand what MDOT will construct and what the Town will ultimately own and operate. Will water storage be provided, how much volume based on what assumptions regarding water use? What emergency telecommunication system will be installed in the pump station, an auto dialer, and its capabilities? Will the water main intercept petroleum contaminated soils along Route 27, and if so, will they be using nitrile or other petroleum compatible seals? Etc. Maine Rural Water would again be an excellent resource to have review the design on the Town's behalf and help ask the right questions.

**Commented [PT5]:** How the town decides to proceed with charging or not charging a fee is an administrative exercise the town needs to go through. Charging a fee may involve a process with the PUC and MaineDOT will not have a role in that process. This is the water utility's responsibility under Section 6.e.

**Commented [BJ6]:** Town chose not to do this to avoid 50/50 cost; Section 8.a.iv. contemplates both parties assuming their own staff expenses for items such as design review, which implies an opportunity to review. That said, unless the town is prepared to pay for substantive design changes, we would anticipate design review comments to be minimal.

5. If the Town or Water Utility intends to charge water use fees, then water meters will be required in each users home or business. I suggest adding to the new Project Design paragraph:

**Commented [BJ7]:** We've said we'll pay to connect with everything required

6. The new Project Design paragraph could look like this to address 4 and 5 above:  
a. Project Design

**Commented [BJ8]:** Maybe work out. If town wants to engage in design review, then we feel the town can share in the design costs. We have hired a highly capable and experienced engineering firm to design the necessary system based on site specific needs and are relying on their expertise to guide the design. If the town requests substantive changes to that thoughtful design, they should pay any additional costs.

- i. The Town, and its technical advisor, if any, shall be provided adequate opportunity to review and comment on the water system design prior to MDOT letting construction bids.
- ii. The water system design shall include water usage meters of a design and operation acceptable to the Town or Water Utility for each service connection.

**Commented [BJ9]:** No. The whole point in having a termination of our involvement—after 10 years of no new claims—is that we're actually done. We cannot agree to be brought back in up to 3 years after the 10 years. I think we originally had a 5-year term for ending our involvement, and we doubled that to 10 at the town's request. We're not going to 13 years. And even if we did, why would DOT pay for everything at its sole expense? I think the town is missing a fundamental reality here: the town is on the hook for the liability of fixing this well water issue just as much as DOT is.

7. On pp. 7-8, under "Ongoing Operation and Maintenance of Completed Water System", I would suggest the following amendments and terms:

b. Upon completion of the constructed Water System and connection of all Service Lines and upon completion of the transfer of ownership of the System in accordance with this agreement,



the Municipality or Water Utility shall assume all responsibilities for the Water System's ongoing operation and maintenance at its sole expense (the "Water System Operation and Maintenance"), including without limitation all associated fees, costs, repairs, and replacements that are not subject to the terms and conditions of this agreement's Contingency provisions. DWP has estimated the annual expense associated with Water System Operation and Maintenance to be approximately \$36,000 in present value. Water System Operation and Maintenance shall include compliance with any well head protection plan required by the DWP and all applicable state and local laws, rules and regulations governing the Water System. ~~The Parties agree that, should the Community Well become contaminated with chloride associated with the Parties operation of the Maintenance Facilities, the Parties shall revisit the terms of this Agreement to jointly determine how best to resolve such contamination or to otherwise address the claims of Impacted Properties that can not be served by the Community Well~~

8. You may wish to consider a new section entitled something like "Contingencies" as a new section 7 on the bottom of pg. 8.

#### 7. Contingencies

i. The Parties agree that, should the Community Well become contaminated with chloride at concentrations above MDOT's current action level of X mg/l for a period of 12 consecutive months associated with the Parties ~~on-going~~ operation of the Maintenance Facilities, the Parties shall revisit the terms of this Agreement to jointly determine how best to resolve such contamination or to otherwise address the claims of Impacted Properties that can not be served by the Community Well.

Commented [PT10]: I think this change to the existing language is fine.

ii. The Parties agree that, should the Community Well become contaminated with chloride at concentrations above MDOT's current action level of X mg/l for a period of 12 consecutive months from existing chloride contamination of the ground water aquifer within the first 36 months following transfer of ownership of the Water System from MDOT to the Town or Water Utility, MDOT shall at its full expense find and develop an alternate water supply source of adequate yield and quality to meet the needs of the Water System and its users as well as obtain all needed regulatory approvals from the Maine PUC and the Maine DWP. ~~the Parties shall revisit the terms of this Agreement to jointly determine how best to resolve such contamination or to otherwise address the claims of Impacted Properties that can not be served by the Community Well.~~

Commented [BJ11]: no

iii. In the event that the Community Well should become contaminated with oil or a constituent compound of oil, or a hazardous substance, as defined by State law and regulation, at a concentration above an action level of ½ the Maine Maximum Exposure Level (MEG) or U.S. EPA Maximum Contaminant Level (MCL), whichever is lower, for a period of 12 consecutive months within the first 36 months following transfer of ownership of the Water System from MDOT to the Town or Water Utility, MDOT shall at its full expense operate and maintain the stand-by water treatment system to ensure potable, safe drinking water until such time as it can at its full expense find and develop an alternate water supply sources of adequate yield and quality to meet the needs of the Water System and its users, as well as obtain all needed regulatory approvals from the Maine PUC and the Maine DWP.

Commented [BJ12]: no

III. The contingency provisions provided in paragraphs ii and iii above, are null and void if the Town or Water Utility did not operate the Community Well in compliance with its DWP approval

conditions, including exceeding on multiple occasions any limit on maximum pump rates.

iv. In the event of the failure of components causing a disruption in water service to users of the Water System due to faulty design or installation of the System within the first 36 months following the transfer of ownership from MDOT to the Town or Water Utility, MDOT agrees to replace or repair the impacted components and take full responsibility for payment of any costs.

Commented [BJ13]: no.

9. I would suggest language be added to the "Project Design, Construction and Implementation" section of the contract similar to the following:

MDOT shall assure the Water System design engineer conducts regular quality control inspections of all work performed by the construction contractor and its subcontractors to ensure adherence to the project design specifications and change orders, including but not limited to, the proper installation of water mains and service connections, water main seals, pump station construction, and pump and electronic controls installation. The results of these inspections shall be documented and provided to the Town or Water Utility upon request. The Town and Water Utility reserves the right to hire at their expense a Maine professional engineer to perform supplemental quality control inspections. MDOT will assure that its water system design engineer and construction contractor will cooperate and share design and construction information with the Town or Water Utility inspector.

Commented [BJ14]: we can work this out.

This version of the MDOT contract does not in my opinion adequately protect the Town's future financial liability for decisions being solely made by MDOT. With all of the above as background, here are a few suggested changes to the current draft contract language:

1. Under the "Completed Actions Toward Development of the Water System" on pp. 2 and 3. As noted above, it appears the State Drinking Water Program (DWP) has not yet approved MDOT's application of their well as a community public drinking water source is significant. The Select Board should not sign a contract until such time as it is assured the well and its location meets with the approval of the DWP and MDOT can produce documentation of that approval. First, and foremost, the Town does not want to accept ownership and operation responsibility for a well that does not have State regulatory approval in hand. Secondly, DWP approvals usually come with operating conditions, especially for wells such as this located in close proximity to salt contaminated ground water and on-going sources of salt discharges to the environment as was discussed at the meeting. In addition the well is in close proximity to potential future ground water contamination sources (e.g. oil storage, vehicle repair, and salt storage and handling) which will get the DWP's attention. The most common condition of approval by the DWP is a cap on pump rates, which in turn effects the maximum number of users the system can supply (given the estimated yield of the well from the pump test I doubt this will be a limitation for 13-14 service connections, none of which are particularly large water volume users. Of course, it could become problematic if a large user such as a restaurant, laundromat or car wash is proposed in the triangle in the future), and the Town's operating protocols to avoid drawing contaminated ground water to the community well.

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a. Project Design

i. The Town, and its technical advisor, if any, shall be provided adequate opportunity to review and comment on the water system design prior to MDOT letting construction bids.

ii. The water system design shall include water usage meters of a design and operation acceptable to the Town or Water Utility for each service connection.

**Commented [BJ7]:** We've said we'll pay to connect with everything required

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7. On pp. 7-8, under "Ongoing Operation and Maintenance of Completed Water System", I would suggest the following amendments and terms:

**Commented [BJ9]:** No. The whole point in having a termination of our involvement—after 10 years of no new claims—is that we're actually done. We cannot agree to be brought back in up to 3 years after the 10 years. I think we originally had a 5-year term for ending our involvement, and we doubled that to 10 at the town's request. We're not going to 13 years. And even if we did, why would DOT pay for everything at its sole expense? I think the town is missing a fundamental reality here: the town is on the hook for the liability of fixing this well water issue just as much as DOT is.

b. Upon completion of the constructed Water System and connection of all Service Lines and upon completion of the transfer of ownership of the System in accordance with this agreement,

the Municipality or Water Utility shall assume all responsibilities for the Water System's ongoing operation and maintenance at its sole expense (the "Water System Operation and Maintenance"), including without limitation all associated fees, costs, repairs, and replacements that are not subject to the terms and conditions of this agreement's Contingency provisions. DWP has estimated the annual expense associated with Water System Operation and Maintenance to be approximately \$36,000 in present value. Water System Operation and Maintenance shall include compliance with any well head protection plan required by the DWP and all applicable state and local laws, rules and regulations governing the Water System. ~~The Parties agree that, should the Community Well become contaminated with chloride associated with the Parties operation of the Maintenance Facilities, the Parties shall revisit the terms of this Agreement to jointly determine how best to resolve such contamination or to other wise address the claims of Impacted Properties that can not be served by the Community Well~~

8. You may wish to consider a new section entitled something like "Contingencies" as a new section 7 on the bottom of pg. 8.

#### 7. Contingencies

i. The Parties agree that, should the Community Well become contaminated with chloride at concentrations above MDOT's current action level of X mg/l for a period of 12 consecutive months associated with the Parties ~~on-going~~ operation of the Maintenance Facilities, the Parties shall revisit the terms of this Agreement to jointly determine how best to resolve such contamination or to other wise address the claims of Impacted Properties that can not be served by the Community Well.

Commented [PT10]: I think this change to the existing language is fine.

ii. The Parties agree that, should the Community Well become contaminated with chloride at concentrations above MDOT's current action level of X mg/l for a period of 12 consecutive months from existing chloride contamination of the ground water aquifer within the first 36 months following transfer of ownership of the Water System from MDOT to the Town or Water Utility, MDOT shall at its full expense find and develop an alternate water supply source of adequate yield and quality to meet the needs of the Water System and its users as well as obtain all needed regulatory approvals from the Maine PUC and the Maine DWP. ~~the Parties shall revisit the terms of this Agreement to jointly determine how best to resolve such contamination or to other wise address the claims of Impacted Properties that can not be served by the Community Well.~~

Commented [BJ11]: no

iii. In the event that the Community Well should become contaminated with oil or a constituent compound of oil, or a hazardous substance, as defined by State law and regulation, at a concentration above an action level of 1/2 the Maine Maximum Exposure Level (MEG) or U.S. EPA Maximum Contaminant Level (MCL), whichever is lower, for a period of 12 consecutive months within the first 36 months following transfer of ownership of the Water System from MDOT to the Town or Water Utility, MDOT shall at its full expense operate and maintain the stand-by water treatment system to ensure potable, safe drinking water until such time as it can at its full expense find and develop an alternate water supply sources of adequate yield and quality to meet the needs of the Water System and its users, as well as obtain all needed regulatory approvals from the Maine PUC and the Maine DWP.

Commented [BJ12]: no

iii. The contingency provisions provided in paragraphs ii and iii above, are null and void if the Town or Water Utility did not operate the Community Well in compliance with its DWP approval

conditions, including exceeding on multiple occasions any limit on maximum pump rates.

iv. In the event of the failure of components causing a disruption in water service to users of the Water System due to faulty design or installation of the System within the first 36 months following the transfer of ownership from MDOT to the Town or Water Utility, MDOT agrees to replace or repair the impacted components and take full responsibility for payment of any costs.

Commented [BJ13]: no.

9. I would suggest language be added to the "Project Design, Construction and Implementation" section of the contract similar to the following:

MDOT shall assure the Water System design engineer conducts regular quality control inspections of all work performed by the construction contractor and its subcontractors to ensure adherence to the project design specifications and change orders, including but not limited to, the proper installation of water mains and service connections, water main seals, pump station construction, and pump and electronic controls installation. The results of these inspections shall be documented and provided to the Town or Water Utility upon request. The Town and Water Utility reserves the right to hire at their expense a Maine professional engineer to perform supplemental quality control inspections. MDOT will assure that its water system design engineer and construction contractor will cooperate and share design and construction information with the Town or Water Utility inspector.

Commented [BJ14]: we can work this out.

# Memo

**Date:** August 2, 2022

**Re:** Road Paving Budget

---

**In your packet:**

- Original Warrant Article - **\$882,000**
- Payments made already
  - a. Bernstein Shur – 2850.00
  - b. Pike Industries - \$364,413.21
  - c. Pike Industries - \$431,682.37
  - d. All State Paving - \$29,522.26  
\_ \$828,467.84 = **Balance of bond: \$53,532.16**
  
- e. Expense Summary Report for Regular Road Budget - **Balance of Regular Road Budget after this week's warrant- \$86,245.87**
- f. Road Reserve Balance - \$315,856.26
- g. Original Bid for Chip Sealing for Minot Hill Road - **\$62,981.28**

Belgrade Regional Health Center gift	\$ 10,000	\$ 10,000	\$ 0
Town of Rome firefighter contribution	\$ 25,000	\$ 25,000	\$ 0
Fire Dept. cost recovery revenue	\$ 9,200	\$ 9,200	\$ 15,294
Transfer from undesignated fund	\$ 9,908	\$ 9,908	\$ 0
Dog fees	\$ 2,000	\$ 2,000	\$ 2,000
Total	\$ 56,108	\$ 56,108	\$ 17,294
<b>Funding from property taxes</b>	<b>\$297,644</b>	<b>\$259,783</b>	<b>\$376,031</b>
<i>Selectboard recommendation:</i>	YES 5-0		
<i>Budget Committee recommendation:</i>	YES 5-0, 1 abstain		

**(ARTICLE 19)** To see if the Town will establish a Fire & Rescue Communications and Equipment Tower Fund, and appropriate \$10,000 to the fund from the undesignated fund. Unexpended balances in the fund would remain in the fund for future use.

*Selectboard recommendation:* YES 5-0  
*Budget Committee recommendation:* YES 5-0, 1 abstain

**\*\*\*PUBLIC WORKS\*\*\***

**(ARTICLE 20)** Shall the Town approve the following:

- Approve a capital project consisting of road improvement and paving as proposed by the Board of Selectpersons (the Board) and on the terms the Board deems appropriate as detailed below:
- Appropriate \$882,000 (including costs of financing) to fund the project as follows:
  - Raise \$236,829 (\$234,079 for direct costs of the road project and \$2,750 for legal fees) through taxation; and,
  - Appropriate \$46,504 in Local Road Assistance Program funds; and,
  - Obtain up to \$566,667 from the proceeds of a loan (or bond) on terms deemed appropriate by the Town Treasurer and the Board.
- Authorize the Town Treasurer and the board to issue general obligation securities of the Town (including temporary notes) in anticipation of the sale thereof in an aggregate principal amount not to exceed \$566,667, to partially fund the appropriation.
- Delegate to the Town Treasurer and the Board the authority and discretion to fix the dates, maturities, interest rates, denominations, calls for redemption (with or without premium), form and other details of said securities, including authority to execute and deliver the securities on behalf of the Town.

**FINANCIAL STATEMENT**

Total Town indebtedness:

A. Outstanding principal balance of bonds previously issued:	\$ <u>380,955.76</u>
B. Bonds authorized and unissued:	\$ -0-
C. Anticipated amount of bonds to be issued:	\$ <u>566,667.00</u>
Total:	\$ <u>947,622.76</u>

Costs: At an estimated net interest rate of 2.5% for a three (3) year maturity, the estimated cost of this



bond issue will be:

Total principal:	\$ 566,667
Interest:	\$ 32,000
Total debt service:	\$ 598,667

Validity: The validity of the bonds and the voter's ratification of the bonds may not be affected by any errors in the above estimates, the ratification by the voters is nonetheless conclusive and the validity of the bonds is not affected by reason of the variance.



Treasurer, Town of Belgrade

Below is a listing of roadways to be worked on if the above article is approved. All work estimates are based on present funding. If the estimated funding is lower than the final bid amount, the Town will not expend any money more than the estimated maximum provided in this article. Consequently, the scope of work will be reduced so the estimated funding is not exceeded. If the final bid amount for this project is less than the estimated funding, only the amount of money necessary to complete the project will be bonded, i.e., the Town will not bond for funds that are not needed to complete this project as presented below.

**Project detail:** Improvements and paving for the following listed roads, along with estimated costs, comprise the 3-year paving project (2022-24) to be completed in 2022:

Depot Road (1.25 miles)	= \$255,040
Guptill Road (1.1 miles)	= \$175,595
Old Route 27 (0.51 mile)	= \$ 81,412
Hulin Road (0.25 mile)	= \$ 30,756
School Street (0.15 mile)	= \$ 18,453
Red Oaks Lodge Road (0.11 mile)	= \$ 12,727
Lakeshore Drive (0.3 mile)	= \$ 47,890
Minot Hill Road (1.1 miles)	= \$ 63,836
East-West Lane (0.6 mile)	= \$ 47,043
Transfer Station Road (0.3 mile)	= \$ 82,000
<u>Transfer Station complex</u>	<u>= \$ 31,893</u>
Estimated total costs	\$846,645

Selectboard recommendation: YES 5-0

Budget Committee recommendation: YES 5-0, 1 abstain

**(ARTICLE 21)** To see if the town will raise and appropriate \$554,494 for Public Works as follows, with any unexpended balance lapsing into the road's capital reserve:

	<u>2021 budget</u>	<u>2021 actual</u>	<u>2022 proposed</u>
General road maintenance	\$155,675	\$149,617	\$155,675



Bernstein, Shur,  
Sawyer & Nelson, P.A.  
45 Memorial Circle  
PO Box 5057  
Augusta, ME 04332

T (207) 623-1596  
F (207) 626-0200

June 8, 2022

Nick Poole, Treasurer  
Town of Belgrade  
990 Augusta Road  
Belgrade, ME 04917

**Re: Client/Matter #5139.70**  
**Project: Road Improvements**

---

**FOR PROFESSIONAL SERVICES:**

Services rendered to include bid solicitation, telephone conferences, email communication, correspondence, mailing costs, preparation of documentation and issuance of approving legal opinion related to funding a \$566,667 General Obligation Bond with Androscoggin Bank:

Fees: \$2,850.00

**Total Amount Due: \$2,850.00**

LKB Invoice #4014831



Pike Industries, Inc.  
3 Eastgate Park Road  
Belmont, NH 03220-3603

Invoice No: 44271  
 Invoice Date: 07/18/2022  
 Contract: 222427  
 Customer No: 94900  
 Terms: Net 30 Days  
 Due Date: 08/17/2022  
 Application: 2  
 Invoiced Period: - 07/11/2022  
 Customer PO:

To: Town of Belgrade, ME  
 990 Augusta Road  
 Belgrade, ME 04917

Job Name: Town Of Belgrade- 2022 Paving

Item	Description	Contract			Completed to Date			Current Invoice		
		Units	U/M	Unit Price	Amount	Units	Amount	%	Units	Amount
1	Paving Per Contract 12.5 & 9.5mm	6,891.00	TON	85.75	590,903.25	7,280.86	624,333.75	105.66	3,450.73	295,900.10
4	Hand Paving	30.00	TON	225.00	6,750.00	109.50	24,637.50	365.00	109.50	24,637.50
5	Butt Joints	100.00	SY	25.00	2,500.00	220.00	5,500.00	220.00	220.00	5,500.00
7	Shoulder Gravel	985.00	CY	41.00	40,385.00	502.00	20,582.00	50.96	502.00	20,582.00
ESC	ASPHALT ADJUSTMENT	0.00	EA	1.00	0.00	34,286.33	34,286.33	0.00	17,793.61	17,793.61
Original Contract		\$770,904.25			Subtotal	\$796,095.58			\$364,413.21	
					Retainage	\$0.00			\$0.00	
					Sales Tax/GRT	\$0.00			\$0.00	
						\$796,095.58				
<b>Total Due This Invoice</b>									<b>\$364,413.21</b>	

A late charge of 1 1/2 % per month which is an annual percentage rate of 18% or \$2.00 whichever is greater, will be charged on all accounts not paid per the terms of the agreement.

*(not yet posted)*

Remit to: Pike Industries, Inc.  
 P.O. Box 416812  
 Boston, MA 02241-6812

Customer Name: Town of Belgrade, ME  
 Customer No: 94900  
 Invoice Number: 44271  
 Invoice Amount: 364,413.21  
 Contract No: 222427

Amount Remitted: \_\_\_\_\_



**PIKE INDUSTRIES**  
A CRH COMPANY

Pike Industries, Inc.  
3 Eastgate Park Road  
Belmont, NH 03220-3603

Invoice No: 44140  
 Invoice Date: 06/22/2022  
 Contract: 222427  
 Customer No: 94900  
 Terms: Net 30 Days  
 Due Date: 07/22/2022  
 Application: 1  
 Invoiced Period: - 06/18/2022  
 Customer PO:

To: Town of Belgrade, ME  
 990 Augusta Road  
 Belgrade, ME 04917

Job Name: Town Of Belgrade- 2022 Paving

Item	Description	Contract			Completed to Date		Current Invoice		
		Units	U/M	Unit Price	Amount	Units	Amount	Units	Amount
1	Paving Per Contract 12.5 & 9.5mm	6,891.00	TON	85.75	590,903.25	3,830.13	328,433.65	3,830.13	328,433.65
6	Reclaim & Fine Grade	41,933.00	SY	2.00	83,866.00	43,378.00	86,756.00	43,378.00	86,756.00
ESC	ASPHALT ADJUSTMENT	0.00	EA	1.00	0.00	16,492.72	16,492.72	16,492.72	16,492.72
Original Contract						\$770,904.25		\$431,682.37	
					Subtotal	\$431,682.37		\$431,682.37	
					Retainage	\$0.00		\$0.00	
					Sales Tax/GRT	\$0.00		\$0.00	
						\$431,682.37		\$431,682.37	

**Total Due This Invoice** \$431,682.37


A late charge of 1 1/2 % per month which is an annual percentage rate of 18% or \$2.00 whichever is greater, will be charged on all accounts not paid per the terms of the agreement.

All States Construction, Inc.  
 PO Box 91  
 Sunderland, MA 01375 US

# Statement

## E-MAIL

treasurer@townofbelgrade.com

Town of Belgrade  
 990 Augusta Road  
 Belgrade, ME 04917 US  


Account No.	Page
53722	1
Statement Date	
05/31/22	

Account Name		
Town of Belgrade		
Statement Date	Account Number	Page
05/31/22	53722	1

To ensure proper credit, please return this portion with your remittance.

Last Activity: 5/23/2022

Date	Cd	Invoice	Description	Amount	Balance
05/23/22	I	1112796	JB App# 1	37,522.26	37,522.26
				<b>Retainage</b>	<b>Balance Due</b>
<b>Current</b>		<b>31-60 Days</b>	<b>Over 60 Days</b>	<b>Retainage</b>	<b>Balance Due</b>
37,522.26		0.00	0.00	0.00	37,522.26

Invoice	Cd	Amount
1112796	I	37,522.26
		- 8,000
<i>pd.</i>		<i>-29,522.26</i>
<i>but</i>		
		<b>Balance Due</b>
		37,522.26

Payments made after Statement Date are Not Included

TOWN OF BELGRADE 990 AUGUSTA ROAD, BELGRADE, MAINE 04917

022566

All State Construction INC Chip Sealing on E/W Lane  
370.1 tons. Vendor 745 All States Construction INC  
AMOUNT 29,522.26  
CHECK# 22566



# All States Construction, Inc.

All States Materials Group®

699 Main Street  
Richmond, ME 04357  
207-295-7590  
www.asmg.com

July 13, 2022

RE: East-West Lane Shim

Dear Dennis,

I have met with Ron Simbari to see what additional adjustment we may do to the overall cost of the shim work completed on East-West Lane. We concluded that All States Construction will deduct an additional \$1,500.00 off the final bill to further reduce the impact on the Town's budget. By doing so, the Town is only being charged for the additional asphalt material placed, not for the services/labor performed. This adjustment equates to \$6,837.71 over the original estimated \$30,853.20 cost for the shim work.

We sincerely hope this additional adjustment is ultimately acceptable by the Town and that it is perceived as All States Construction's commitment to customer satisfaction.

Road Budget

Check to  
All State  
Reduced  
overlays  
Charge to  
Regular Road  
Budget per  
Board

Respectfully,

*Doug*

Doug Fowler, Maine Sales

## Expense Summary Report

Department(s): 10

January to July

Account	Budget Net	Curr Mnth Net	YTD Net	Unexpended Balance	Percent Spent
<b>10 - PUBLIC WORKS</b>	554,675.00	338,701.96	338,701.96	215,973.04	61.06
<b>01 - ROADS, GENERAL MAINTENANCE</b>	<b>155,675.00</b>	<b>48,293.56</b>	<b>48,293.56</b>	<b>107,381.44</b>	<b>31.02</b>
10 - PERSONNEL	9,200.00	0.00	0.00	9,200.00	0.00
12 - WAGES	8,000.00	0.00	0.00	8,000.00	0.00
13 - BENEFITS	1,200.00	0.00	0.00	1,200.00	0.00
14 - MEMBERSHIP/DUES	0.00	75.00	75.00	-75.00	----
11 - MBTA	0.00	75.00	75.00	-75.00	----
20 - SERVICES	114,119.00	28,177.06	28,177.06	85,941.94	24.69
02 - TRANSPORTATION (MILEAGE)	100.00	0.00	0.00	100.00	0.00
06 - RENTALS	67,284.00	58.00	58.00	67,226.00	0.09
07 - CONTRACTED SERVICES	46,735.00	28,119.06	28,119.06	18,615.94	60.17
30 - SUPPLIES	20,000.00	20,041.50	20,041.50	-41.50	100.21
04 - OPERATING SUPPLIES	20,000.00	20,041.50	20,041.50	-41.50	100.21
50 - MISC	12,356.00	0.00	0.00	12,356.00	0.00
56 - PAVING PREP	12,356.00	0.00	0.00	12,356.00	0.00
<b>10 - ROADS: PLOWING &amp; SANDING</b>	<b>399,000.00</b>	<b>290,408.40</b>	<b>290,408.40</b>	<b>108,591.60</b>	<b>72.78</b>
20 - SERVICES	298,000.00	261,051.82	261,051.82	36,948.18	87.60
07 - CONTRACTED SERVICES	298,000.00	261,051.82	261,051.82	36,948.18	87.60
30 - SUPPLIES	101,000.00	29,356.58	29,356.58	71,643.42	29.07
04 - OPERATING SUPPLIES	101,000.00	29,356.58	29,356.58	71,643.42	29.07
<b>Final Totals</b>	<b>554,675.00</b>	<b>338,701.96</b>	<b>338,701.96</b>	<b>215,973.04</b>	<b>61.06</b>



**General Ledger Detail Report**

Accounts: G 3-591-00 - G 3-591-00  
January to July

Trans	Date	Per	RCB/ Type	Jrnl	Description---	Wrnt	Check#	Vendor-----	Debits	Credits	Balance Debit	Credit
3 - CAPITAL PROJ												
591-00 PW ROADS												
	04/21/22	01	B	G 0152	Beg Bal Adjustments							275,664.86
					January							275,664.86
					Account.....				0.00	40,191.40		40,191.40
					Fund.....							315,856.26
												315,856.26
<b>Final Totals</b>												<b>315,856.26</b>

**Tabulation of Bids**

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

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

**BELGRADE PROJECT 1**

Minot Hill Road	Mix type	Estimated SY	Cost per SY	Item \$\$ Total \$\$
* Double Seal	3/8" + 1/2"	12,906 SY	\$4.83	\$62,981.28
Minot Hill Road Total =				\$62,981.28

**BELGRADE PROJECT 2**

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

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

**BID TABULATIONS & CONTRACT TOTALS**

Total Belgrade Bid	Mix type	Estimated SY	Cost per SY	Item \$\$ Total \$\$
Single Latex Modified Chip + Double Seal + Shim	3/8" + 1/2" 9.5mm	19,946 SY 280 ton	\$2.68 154.83 \$110.19	\$112,701.63

	Bid Total	\$112,701.68
--	-----------	--------------

Town of Belgrade, Maine

Company name:

All States Construction, Inc.

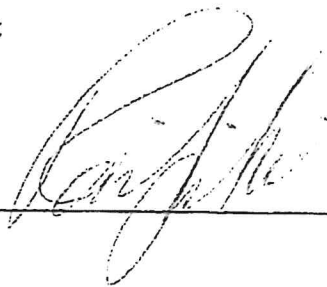
Company address:

699 Main St, Richmond, ME 04357

Company representative:

Ron Simbari, ASC Maine Manager

Signature:



# Memo

**Date:** August 2, 2022

**Re:** Treasurers Certificate of Settlement for tax years of 2019, 2020 & 2021

---

In your packet:

- 2019, 2021 & 2022 Certificates of Settlement to the Tax Collector, Nicholas Poole
- The status list of accounts owed for personal property
- Reason for settlement & discharge
- After this is done, we will ask Rob Duplisea to abate these personal property taxes.

**Certificate Of Settlement**

36 M.R.S.A § 763

COUNTY OF Kennebec ss.

STATE OF MAINE

TO: Nicholas Poole, Tax Collector of the Municipality of Belgrade within this County:  
We hereby certify that the 2019 taxes committed to you consisting of:

Real and Personal Tax commitments:	\$8,594,989.96
Supplemental commitments totaling:	\$8,262.01
Interest	\$9,428.28
A grand total of:	\$8,612,680.25
Cash Payments:	\$8,494,510.82
Abatements Granted:	\$7,590.04
Tax Lien Mortgages: (Recorded in the Kennebec County Registry of Deeds)	\$110,531.58
Other Credits:	\$0.00
A net total of:	\$8,612,632.44
Balance Due of:	\$47.81

Under authority contained in MRSA, Title 36, Section 763, as amended, we hereby discharge you from further liability or obligation to collect the balance due of : \$47.81 and acknowledge receipt of the tax lists for the taxable year 2019.

Given under our hands this 19th day of July 2022.

Municipal Officers

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**Certificate Of Settlement**

36 M.R.S.A § 763

COUNTY OF Kennebec ss.

STATE OF MAINE

TO: Nicholas Poole, Tax Collector of the Municipality of Belgrade within this County:  
We hereby certify that the 2020 taxes committed to you consisting of:

Real and Personal Tax commitments:	\$8,546,516.73
Supplemental commitments totaling:	\$3,725.19
Interest	\$6,835.08
A grand total of:	\$8,557,077.00
Cash Payments:	\$8,470,084.89
Abatements Granted:	\$7,903.25
Tax Lien Mortgages: (Recorded in the Kennebec County Registry of Deeds)	\$79,040.28
Other Credits:	\$0.00
A net total of:	\$8,557,028.42
Balance Due of:	\$48.58

Under authority contained in MRSA, Title 36, Section 763, as amended, we hereby discharge you from further liability or obligation to collect the balance due of : \$48.58 and acknowledge receipt of the tax lists for the taxable year 2020.

Given under our hands this 19th day of July 2022.

Municipal Officers

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**Certificate Of Settlement**

36 M.R.S.A § 763

COUNTY OF Kennebec ss.

STATE OF MAINE

TO: Nicholas Poole, Tax Collector of the Municipality of Belgrade within this County:  
We hereby certify that the 2021 taxes committed to you consisting of:

Real and Personal Tax commitments:	\$8,607,859.90
Supplemental commitments totaling:	\$0.00
Interest	\$5,492.15
A grand total of:	\$8,613,352.05
Cash Payments:	\$8,545,840.34
Abatements Granted:	\$3,357.45
Tax Lien Mortgages: (Recorded in the Kennebec County Registry of Deeds)	\$62,327.12
Other Credits:	\$0.00
A net total of:	\$8,611,524.91
Balance Due of:	\$1,827.14

Under authority contained in MRSA, Title 36, Section 763, as amended, we hereby discharge you from further liability or obligation to collect the balance due of : \$1,827.14 and acknowledge receipt of the tax lists for the taxable year 2021.

Given under our hands this 19th day of July 2022.

Municipal Officers

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

## Settlement and Discharge

The tax collector is entitled to a discharge from his or her liability under the statutes (and the collector's sureties are entitled to a discharge from their liability under the collectors bond) only when the collector has settled **in full** for all taxes lawfully assessed and committed to him or her; in all other cases, settlement and discharge are discretionary acts within the authority of the municipal officers.

### What Constitutes Settlement?

Settlement by the collector normally means an accounting in full by the collector to the municipal officers for all taxes legally committed to him or her. Settlement usually occurs soon after a collector has completed collection or exhausted the legal avenues available for collection. (A more detailed discussion regarding when to settle follows later in this Manual.)

Settlement by the collector is the final step taken in connection with his or her duties as collector for any given year, and is the foundation of his or her discharge from further liability for the collection of taxes for that year.

Before settlement, the collector must deliver to the treasurer an amount of money or the equivalent of money specified by statute that equals the sum of the taxes committed to the collector minus those taxes that have been abated. After having taken that step, the collector prepares a statement modeled on a Certificate of Settlement (see Appendix 1c, which also contains instructions) and presents it to the municipal officers for their approval. The statement should be accompanied by appropriate supporting documents such as the treasurer's receipts for cash payments, copies of abatement orders from the assessors or municipal officers, and copies of tax liens recorded.

After the municipal officers have had a reasonable opportunity to inspect the statement and the supporting documents, the municipal officers prepare a Certificate of Settlement and indicate their approval of the figures shown by signing the discharge from liability at the bottom of the certificates. This action should be taken at a regularly scheduled meeting of the municipal officers or at a meeting that has been called in compliance with the Freedom of Access ("Right to Know") Law (1 M.R.S.A. § § 401-410).

When the discharge is signed, the collector is free of any liability to collect any remaining balance. The sureties on the collector's bond are also free from liability.

One exception to this rule is when the municipal officers exceed their legal authority in granting a settlement and discharge. In one Maine court case, the same person was collector for three successive years. Although this collector failed to account in full for



municipality and collector should explicitly inquire about such coverage before purchasing any policy.

**Fines.** Title 30-A M.R.S.A. § 2607 states that any municipal official can be liable personally for a \$100 fine for neglecting or refusing to perform a duty of office. See also 36 M.R.S.A. § § 759 (\$100 fine for failure of collector to pay to treasurer, to make accounting to municipal officers or to show treasurer's receipt) and 894 (\$100 fine if collector fails or omits to perform duty or refuses to collect a State, county or municipal tax). Violation of the Freedom of Access Law can result in a fine to the municipality of up to \$500. Failure to maintain public records in accordance with the Maine State Archives Rules (in Appendix 8) is a Class E crime (punishable by a fine of up to \$1,000 and/or imprisonment for up to six months).

Warrant 87

Jrnl	Check	Month	Invoice Description	Reference	Amount	Encumbrance
Description	Account	Proj				
<b>00745 ALL STATES CONSTRUCTION INC</b>						
0319	22861	08	CHIP SEALING	7/13/2022		
CHIP SEALING	E 10-01-20-07				6,837.71	0.00
	PUBLIC WORKS / ROADS-GM - SERVICES / CONTRACTED					
			<b>Vendor Total-</b>		<b>6,837.71</b>	
<b>00752 ALLAGASH TAILS</b>						
0319	22862	08	ALLAGASH TAILS	225785		
ALLAGASH TAILS	E 30-01-30-09				16.00	0.00
	LIBRARY / LIBRARY - SUPPLIES / BOOKS					
			<b>Vendor Total-</b>		<b>16.00</b>	
<b>00758 ATWORK FRANCHISE, INC</b>						
0319	22863	08	FLAGGER SEARCH	195355		
FLAGGER SEARCH	E 10-01-20-07				877.50	0.00
	PUBLIC WORKS / ROADS-GM - SERVICES / CONTRACTED					
			<b>Vendor Total-</b>		<b>877.50</b>	
<b>00289 AUGUSTA FUEL CORP.</b>						
0319	22864	08	HEATING FUEL	5957827		
HEATING FUEL	E 13-02-20-05				2,040.95	0.00
	FACILITIES / CFAS - SERVICES / HEATING					
			<b>Vendor Total-</b>		<b>2,040.95</b>	
<b>00623 BELGRADE MECHANICAL SERVICES</b>						
0319	22865	08	KUBOTA SSV75 OIL CHANGE	1130		
KUBOTA SSV75 OIL CHANGE	E 15-05-35-11				279.56	0.00
	SOLID WASTE / WASTE - REPAIRS / SKID STEER					
			<b>Vendor Total-</b>		<b>279.56</b>	
<b>00753 BOB COLWELL TRIO</b>						
0319	22866	08	VILLAGE GREEN CONCERT	7/19/2022		
VILLAGE GREEN CONCERT	E 25-30-31-12				450.00	0.00
	RECREATION / REC PROGRAMS - SPECIAL / MUSIC PROGRA					
			<b>Vendor Total-</b>		<b>450.00</b>	
<b>00263 BOB THE PLUMBER, INC.</b>						
0319	22867	08	CFAS WATER TREATMENT	6102		
CFAS WATER TREATMENT	E 13-02-35-08				6,037.12	0.00
	FACILITIES / CFAS - REPAIRS / BUILDING					
			<b>Vendor Total-</b>		<b>6,037.12</b>	
<b>00386 BOUNDTREE MEDICAL</b>						
0319	22868	08	EMS OPERATING SUPPLIES	84590271		
EMS OPERATING SUPPLIES	E 05-05-30-07				5.13	0.00
	PUBLIC SAFTY / FD/ RSC DEPT - SUPPLIES / EMS					
			<b>Vendor Total-</b>		<b>5.13</b>	
<b>00011 CAMDEN NATIONAL BANK</b>						
0319	22869	08	TOWN OFFICE BOND PAYMENT	9/25/2022		
TOWN OFFICE BOND PAYMENT	E 29-01-41-02				38,301.42	0.00
	DEBT SERVICE / DEBT SERVICE - PRINCIPAL / GOB 2015					
TOWN OFFICE BOND PAYMENT	E 29-01-42-02				11,591.00	0.00
	DEBT SERVICE / DEBT SERVICE - INTEREST / GOB 2015					
			<b>Vendor Total-</b>		<b>49,892.42</b>	
<b>00020 CENTRAL MAINE POWER</b>						
0319	22871	08	MAIN ST DAM ELECTRICITY	719001410262		
MAIN ST DAM ELECTRICITY	E 96-01-99-99				19.50	0.00
	DAMS / DAMS - EXPENSE / EXPENSE					
			<b>Invoice Total-</b>		<b>19.50</b>	

Warrant 87

Jrnl	Check	Month	Invoice Description	Reference	Amount	Encumbrance
Description			Account	Proj		
0319	22871	08	NBFD ELECTRICITY		706001495035	
NBFD ELECTRICITY			E 13-08-20-04		56.27	0.00
			FACILITIES / FD:NB - SERVICES / ELECTRICITY			
			Invoice Total-		56.27	
0319	22871	08	NBCC ELECTRICITY		706001495036	
NBCC ELECTRICITY			E 13-03-20-04		151.83	0.00
			FACILITIES / NBCC - SERVICES / ELECTRICITY			
			Invoice Total-		151.83	
0319	22871	08	10 DALTON ELECTRICITY		703001513875	
10 DALTON ELECTRICITY			E 13-11-20-04		73.58	0.00
			FACILITIES / DALTON - SERVICES / ELECTRICITY			
			Invoice Total-		73.58	
0319	22871	08	8 DALTON ELECTRICITY		721001383168	
8 DALTON ELECTRICITY			E 13-11-20-04		28.23	0.00
			FACILITIES / DALTON - SERVICES / ELECTRICITY			
			Invoice Total-		28.23	
0319	22871	08	18 DALTON ELECTRICITY		707001489194	
18 DALTON ELECTRICITY			E 13-11-20-04		23.85	0.00
			FACILITIES / DALTON - SERVICES / ELECTRICITY			
			Invoice Total-		23.85	
0319	22871	08	VILLAGE GREEN ELECTRICITY		717001429743	
VILLAGE GREEN ELECTRICITY			E 13-10-20-04		19.20	0.00
			FACILITIES / PARKS - SERVICES / ELECTRICITY			
			Invoice Total-		19.20	
0319	22871	08	GARAGE ELECTRICITY		724001296110	
GARAGE ELECTRICITY			E 13-04-20-04		35.96	0.00
			FACILITIES / GARAGE - SERVICES / ELECTRICITY			
			Invoice Total-		35.96	
0319	22871	08	SALT&SAND ELECTRICITY		713001457505	
SALT&SAND ELECTRICITY			E 13-05-20-04		21.54	0.00
			FACILITIES / SALT & SAND - SERVICES / ELECTRICITY			
			Invoice Total-		21.54	
0319	22871	08	DEPOT FD ELECTRICITY		705001503871	
DEPOT FD ELECTRICITY			E 13-07-20-04		51.72	0.00
			FACILITIES / FD:DEPOT - SERVICES / ELECTRICITY			
			Invoice Total-		51.72	
0319	22871	08	HISTORY HOUSE ELECTRICITY		705001503872	
HISTORY HOUSE ELECTRICITY			E 13-13-20-04		19.05	0.00
			FACILITIES / HISTRY HOUSE - SERVICES / ELECTRICITY			
			Invoice Total-		19.05	
0319	22871	08	TOWN OFFICE ELECTRICITY		707001493513	
TOWN OFFICE ELECTRICITY			E 13-14-20-04		413.53	0.00
			FACILITIES / TOWN OFFICE - SERVICES / ELECTRICITY			
			Invoice Total-		413.53	
0319	22871	08	LAKES FD ELECTRICITY		71001472760	
LAKES FD ELECTRICITY			E 13-06-20-04		144.21	0.00
			FACILITIES / FD:LAKES - SERVICES / ELECTRICITY			
			Invoice Total-		144.21	
0319	22871	08	WINGS MILLS DAM ELECTRICI		702001525188	
WINGS MILLS DAM ELECTRICI			E 96-01-99-99		19.50	0.00
			DAMS / DAMS - EXPENSE / EXPENSE			
			Invoice Total-		19.50	
0319	22871	08	CFAS OUTBUILDING ELECTRIC		723001336885	
CFAS OUTBUILDING ELECTRIC			E 13-02-20-04		18.66	0.00

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Jrnl	Check	Month	Invoice Description	Reference	Amount	Encumbrance
Description	Account	Proj				
FACILITIES / CFAS - SERVICES / ELECTRICITY						
Invoice Total-					18.66	
0319	22871	08	CFAS ELECTRICITY	725001235421		
CFAS ELECTRICITY	E 13-02-20-04				357.56	0.00
FACILITIES / CFAS - SERVICES / ELECTRICITY						
Invoice Total-					357.56	
0319	22871	08	TRANSFER STATION ELECTRIC	71400149501		
TRANSFER STATION ELECTRIC	E 13-09-20-04				260.69	0.00
FACILITIES / TRANSFER STA - SERVICES / ELECTRICITY						
Invoice Total-					260.69	
Vendor Total-					1,714.88	
00328 CITY OF WATERVILLE						
0319	22872	08	DISPATCH AGREEMENT	7577		
DISPATCH AGREEMENT	E 05-10-99-99				3,529.05	0.00
PUBLIC SAFTY / DISPATCH - EXPENSE / EXPENSE						
Vendor Total-					3,529.05	
00754 COLLABORATIVE SUMMER LIBRARY PROGRAM						
0319	22873	08	SUMMER READING	24296		
SUMMER READING	E 30-01-31-01				9.99	0.00
LIBRARY / LIBRARY - SPECIAL / EVENTS						
Vendor Total-					9.99	
00224 DUNBAR, LAURA						
0319	22874	08	PARENT FOLDERS	7/26/2022		
PARENT FOLDERS	E 62-01-99-99				493.00	0.00
DC STEVENS / DC STEVENS - EXPENSE / EXPENSE						
Vendor Total-					493.00	
00711 E.J. PRESCOTT INC						
0319	22875	08	HULIN ROAD REPAIRS	6036560		
HULIN ROAD REPAIRS	E 10-01-30-04				1,613.64	0.00
PUBLIC WORKS / ROADS-GM - SUPPLIES / OPERATING						
Vendor Total-					1,613.64	
00145 GAGNE & SON						
0319	22876	08	DEPOT ROAD REPAIRS	447351		
DEPOT ROAD REPAIRS	E 10-01-30-04				419.65	0.00
PUBLIC WORKS / ROADS-GM - SUPPLIES / OPERATING						
Vendor Total-					419.65	
00744 GREENWALD, RICHARD						
0319	22877	08	MILEAGE REIMBURSEMENT 105	7/5-7/14/2022		
MILEAGE REIMBURSEMENT 105	E 01-20-20-02				46.20	0.00
GEN'L GOV. / CODE ENFORCE - SERVICES / TRANSPORTATI						
Invoice Total-					46.20	
0319	22877	08	MILEAGE REIMBURSEMENT 105	7/19-7/27/2022		
MILEAGE REIMBURSEMENT 105	E 01-20-20-02				46.20	0.00
GEN'L GOV. / CODE ENFORCE - SERVICES / TRANSPORTATI						
Invoice Total-					46.20	
Vendor Total-					92.40	
00434 GROUP DYNAMIC, INC.						
0319	22878	08	MONTHLY HRA	L2208-016000064		
MONTHLY HRA	E 23-10-99-99				28.00	0.00
INSURANCE / HRA ADMIN - EXPENSE / EXPENSE						
Vendor Total-					28.00	
00756 HUDSON, LAURA						

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Jrnl	Check	Month	Invoice Description	Reference	Amount	Encumbrance
Description	Account	Proj				
0319	22879	08	7/28 CONCERT			
7/28 CONCERT	E 25-30-31-12				450.00	0.00
	RECREATION / REC PROGRAMS - SPECIAL / MUSIC PROGRA					
			<b>Vendor Total-</b>		<b>450.00</b>	
<b>00183 HYGRADE BUSINESS GROUP</b>						
0319	22880	08	TAX BILL OUTSOURCING	759212		
TAX BILL OUTSOURCING	E 01-10-25-01				1,018.40	0.00
	GEN'L GOV. / ADMIN - PRINTING / TAX BILLS					
			<b>Vendor Total-</b>		<b>1,018.40</b>	
<b>00697 KENNEBEC VALLEY HUMANE SOCIETY</b>						
0319	22881	08	3RD QUARTER	07/01/2022		
3RD QUARTER	E 05-30-20-07				1,267.62	0.00
	PUBLIC SAFTY / ACO - SERVICES / CONTRACTED					
			<b>Vendor Total-</b>		<b>1,267.62</b>	
<b>00638 LEAF</b>						
0319	22882	08	COPIER CONTRACT	13527111		
COPIER CONTRACT	E 01-10-20-14				10.18	0.00
	GEN'L GOV. / ADMIN - SERVICES / COPIER					
			<b>Vendor Total-</b>		<b>10.18</b>	
<b>00715 LEVESQUE POOLS</b>						
0319	22883	08	POOL CHEMICALS	34556		
POOL CHEMICALS	E 13-02-35-15				17.72	0.00
	FACILITIES / CFAS - REPAIRS / POOL					
			<b>Vendor Total-</b>		<b>17.72</b>	
<b>00757 LYNNWORTH, STEVE</b>						
0319	22884	08	8/11 CONCERT			
8/11 CONCERT	E 25-30-31-12				450.00	0.00
	RECREATION / REC PROGRAMS - SPECIAL / MUSIC PROGRA					
			<b>Vendor Total-</b>		<b>450.00</b>	
<b>00727 MAIDAU</b>						
0319	22885	08	CFAS CLEANING	JULY 2022		
CFAS CLEANING	E 13-02-20-09				1,420.00	0.00
	FACILITIES / CFAS - SERVICES / CLEANING					
			<b>Invoice Total-</b>		<b>1,420.00</b>	
0319	22885	08	LAKES FD CLEANING	JULY 2022		
LAKES FD CLEANING	E 13-06-20-09				400.00	0.00
	FACILITIES / FD:LAKES - SERVICES / CLEANING					
			<b>Invoice Total-</b>		<b>400.00</b>	
0319	22885	08	NBCC CLEANING	JULY 2022		
NBCC CLEANING	E 13-03-20-09				400.00	0.00
	FACILITIES / NBCC - SERVICES / CLEANING					
			<b>Invoice Total-</b>		<b>400.00</b>	
0319	22885	08	TOWN OFFICE CLEANING	JULY 2022		
TOWN OFFICE CLEANING	E 13-14-20-09				700.00	0.00
	FACILITIES / TOWN OFFICE - SERVICES / CLEANING					
			<b>Invoice Total-</b>		<b>700.00</b>	
			<b>Vendor Total-</b>		<b>2,920.00</b>	
<b>00001 MAINE MUNICIPAL</b>						
0319	22886	08	BENEFITS			
DENTAL INSURANCE	G 1-226-00				56.71	0.00
	GEN'L FUND / DENTAL INS					
LIFE INSURANCE	G 1-229-00				13.50	0.00
	GEN'L FUND / LIFE INS					

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Jrnl	Check	Month	Invoice Description	Reference	Amount	Encumbrance
Description			Account	Proj		
HEALTH INSURANCE:ADMIN			E 01-10-10-13		1,069.74	0.00
			GEN'L GOV. / ADMIN - PERSONNEL / BENEFITS			
HEALTH INSURANCE			G 1-225-00		146.01	0.00
			GEN'L FUND / HEALTH INS.			
HEALTH INSURANCE:REC			E 25-30-10-13		932.21	0.00
			RECREATION / REC PROGRAMS - PERSONNEL / BENEFITS			
HEALTH INSURANCE:FD			E 05-05-10-13		1,864.42	0.00
			PUBLIC SAFTY / FD/ RSC DEPT - PERSONNEL / BENEFITS			
HEALTH INSURANCE:LIBRARY			E 30-01-10-13		932.21	0.00
			LIBRARY / LIBRARY - PERSONNEL / BENEFITS			
HEALTH INSURANCE: SW			E 15-05-10-13		932.21	0.00
			SOLID WASTE / WASTE - PERSONNEL / BENEFITS			
<b>Vendor Total-</b>					<b>5,947.01</b>	
<b>00742 MB TRACTOR &amp; EQUIPMENT</b>						
0319	22887	08	TIRE MOUNTED 2011 WALKER	04290		
			TIRE MOUNTED 2011 WALKER		49.88	0.00
			E 13-01-35-01			
			FACILITIES / GENERAL - REPAIRS / EQUIPMENT			
<b>Vendor Total-</b>					<b>49.88</b>	
<b>00256 MODERN PEST SERVICES</b>						
0319	22888	08	CFAS PEST CONTROL	5402426		
			CFAS PEST CONTROL		83.00	0.00
			E 13-02-20-12			
			FACILITIES / CFAS - SERVICES / PEST CONTROL			
<b>Vendor Total-</b>					<b>83.00</b>	
<b>00387 OVERHEAD DOOR COMPANY</b>						
0319	22889	08	TOWN OFFICE COUNTER DOOR	4-0017532		
			TOWN OFFICE COUNTER DOOR		595.00	0.00
			E 13-14-35-08			
			FACILITIES / TOWN OFFICE - REPAIRS / BUILDING			
<b>Vendor Total-</b>					<b>595.00</b>	
<b>00182 PIKE INDUSTRIES, INC.</b>						
0319	22890	08	PAVING PROJECT	44271		
			PAVING PER CONTRACT		295,900.10	0.00
			E 27-02-20-07			
			RD BOND OBLI / 2022 ROAD BO - SERVICES / CONTRACTED			
HAND PAVING			E 27-02-20-07		24,637.50	0.00
			RD BOND OBLI / 2022 ROAD BO - SERVICES / CONTRACTED			
BULL JOINTS			E 27-02-20-07		5,500.00	0.00
			RD BOND OBLI / 2022 ROAD BO - SERVICES / CONTRACTED			
SHOULDER GRAVEL			E 27-02-20-07		20,582.00	0.00
			RD BOND OBLI / 2022 ROAD BO - SERVICES / CONTRACTED			
ASPHALT ADJUSTMENT			E 27-02-20-07		17,793.61	0.00
			RD BOND OBLI / 2022 ROAD BO - SERVICES / CONTRACTED			
<b>Invoice Total-</b>					<b>364,413.21</b>	
0319	22890	08	CRUSHED STONE	1191887		
			CRUSHED STONE		875.42	0.00
			E 10-01-30-04			
			PUBLIC WORKS / ROADS-GM - SUPPLIES / OPERATING			
<b>Invoice Total-</b>					<b>875.42</b>	
0319	22890	08	CRUSHED STONE	1193182		
			CRUSHED STONE		289.81	0.00
			E 10-01-30-04			
			PUBLIC WORKS / ROADS-GM - SUPPLIES / OPERATING			
<b>Invoice Total-</b>					<b>289.81</b>	
<b>Vendor Total-</b>					<b>365,578.44</b>	
<b>00713 POULSON, CHRISTINE</b>						
0319	22891	08	9/1 VILLAGE GREEN SERIES	7/19/2022		
			9/1 VILLAGE GREEN SERIES		450.00	0.00
			E 25-30-31-12			
			RECREATION / REC PROGRAMS - SPECIAL / MUSIC PROGRA			
<b>Invoice Total-</b>					<b>450.00</b>	

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Jrnl	Check	Month	Invoice Description	Reference	Amount	Encumbrance
Description	Account	Proj				
0319	22891	08	8/4 CONCERT	7/19/2022		
8/4 CONCERT	E 25-30-31-12				450.00	0.00
	RECREATION / REC PROGRAMS - SPECIAL / MUSIC PROGRA					
			Invoice Total-		450.00	
			Vendor Total-		900.00	
<b>00003 REGISTRY OF DEEDS</b>						
0319	22892	08	4 LIEN DISCHARGES			
4 LIEN DISCHARGES	E 01-10-47-01				76.00	0.00
	GEN'L GOV. / ADMIN - FEES / DISCHARGE					
			Vendor Total-		76.00	
<b>00034 RSU # 18</b>						
0319	22893	08	INSTALLMENT-	AUGUST 2022		
RSU # 18 INSTALLMENT	E 31-01-99-99				556,617.68	0.00
	SCHOOL / RSU 18 - EXPENSE / EXPENSE					
			Vendor Total-		556,617.68	
<b>00423 SIGNWORKS, INC</b>						
0319	22894	08	VILLAGE GREEN SIGN REDO	28252		
VILLAGE GREEN SIGN REDO	E 13-10-35-08				200.00	0.00
	FACILITIES / PARKS - REPAIRS / BUILDING					
			Vendor Total-		200.00	
<b>00080 SOMERSET COUNTY TREASURER</b>						
0319	22895	08	PSAP SERVICES	227000003		
PSAP SERVICES	E 05-10-99-99				7,908.02	0.00
	PUBLIC SAFTY / DISPATCH - EXPENSE / EXPENSE					
			Vendor Total-		7,908.02	
<b>00612 SPECTRUM ENTERPRISE</b>						
0319	22896	08	TOWN PHONE/INTERNET	144009001070722		
CFAS	E 25-30-20-01				169.98	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				89.35	0.00
	LIBRARY / LIBRARY - SERVICES / COMMUNICATIO					
TOWN OFFICE	E 01-10-20-01				109.64	0.00
	GEN'L GOV. / ADMIN - SERVICES / COMMUNICATIO					
TRANSFER STATION	E 15-05-20-01				129.98	0.00
	SOLID WASTE / WASTE - SERVICES / COMMUNICATIO					
LAKES FD	E 05-05-20-01				177.34	0.00
	PUBLIC SAFTY / FD/ RSC DEPT - SERVICES / COMMUNICATIO					
			Vendor Total-		726.28	
<b>00424 STEVENS, JASON</b>						
0319	22897	08	POINT ROAD SHOULDERS	7/5/2022		
EXCAVATOR 5HRS	E 10-01-20-07				680.04	0.00
	PUBLIC WORKS / ROADS-GM - SERVICES / CONTRACTED					
1 TON 2HRS	E 10-01-20-07				128.32	0.00
	PUBLIC WORKS / ROADS-GM - SERVICES / CONTRACTED					
			Invoice Total-		808.36	
0319	22897	08	SHOULDER REPAIRS	7/24/2022		
ONE TON 31HRS	E 10-01-20-07				1,988.96	0.00
	PUBLIC WORKS / ROADS-GM - SERVICES / CONTRACTED					
MINI EXCAVATOR 32.5HRS	E 10-01-20-07				3,683.55	0.00
	PUBLIC WORKS / ROADS-GM - SERVICES / CONTRACTED					
18 YRD DUMPTRUCK 5HRS	E 10-01-20-07				470.35	0.00
	PUBLIC WORKS / ROADS-GM - SERVICES / CONTRACTED					

A / P Warrant

Warrant 87

Jrnl	Check	Month	Invoice Description	Reference	Amount	Encumbrance
Description			Account	Proj		
LABOR			E 10-01-20-07		534.33	0.00
			PUBLIC WORKS / ROADS-GM - SERVICES / CONTRACTED			
			Invoice Total-		6,677.19	
0319	22897	08	HULIN RD SHOULDERS	7/17/2022		
1 TON 22HRS			E 10-01-20-07		1,411.52	0.00
			PUBLIC WORKS / ROADS-GM - SERVICES / CONTRACTED			
TRACTOR 12HRS			E 10-01-20-07		850.44	0.00
			PUBLIC WORKS / ROADS-GM - SERVICES / CONTRACTED			
LABOR			E 10-01-20-07		79.16	0.00
			PUBLIC WORKS / ROADS-GM - SERVICES / CONTRACTED			
RIP RAP 8YDS			E 10-01-30-04		160.00	0.00
			PUBLIC WORKS / ROADS-GM - SUPPLIES / OPERATING			
18YD TRUCK 2.5HRS			E 10-01-20-07		235.17	0.00
			PUBLIC WORKS / ROADS-GM - SERVICES / CONTRACTED			
			Invoice Total-		2,736.29	
			Vendor Total-		10,221.84	
<b>00755 THE MANIACS</b>						
0319	22898	08	8/4 CONCERT	7/26/2022		
8/4 CONCERT			E 25-30-31-12		450.00	0.00
			RECREATION / REC PROGRAMS - SPECIAL / MUSIC PROGRA			
			Vendor Total-		450.00	
<b>0048 TREASURER, STATE OF MAINE</b>						
0319	22899	08	PLUMBING PERMITS			
PLUMBING PERMITS			G 1-211-00		233.75	0.00
			GEN'L FUND / PLUMB. PERM.			
			Vendor Total-		233.75	
<b>00379 TREASURER, STATE OF MAINE</b>						
0319	22900	08	FUEL CHARGES	23BG0076452		
FUEL CHARGES			E 05-05-30-02		713.09	0.00
			PUBLIC SAFTY / FD/ RSC DEPT - SUPPLIES / FUEL			
			Vendor Total-		713.09	
<b>00712 ULINE</b>						
0319	22901	08	LOCK OUT TAG	151106939		
LOCK OUT TAG			E 13-09-35-08		28.50	0.00
			FACILITIES / TRANSFER STA - REPAIRS / BUILDING			
			Vendor Total-		28.50	
<b>00369 WB MASON CO, INC</b>						
0319	22902	08	ENVELOPES	231129025		
ENVELOPES			E 01-10-30-03		27.98	0.00
			GEN'L GOV. / ADMIN - SUPPLIES / OFFICE			
			Invoice Total-		27.98	
0319	22902	08	INK, EYEWASH	231092749		
INK, EYEWASH			E 15-05-30-04		75.97	0.00
			SOLID WASTE / WASTE - SUPPLIES / OPERATING			
			Invoice Total-		75.97	
0319	22902	08	ENVELOPES	231097480		
ENVELOPES			E 01-10-30-03		119.46	0.00
			GEN'L GOV. / ADMIN - SUPPLIES / OFFICE			
			Invoice Total-		119.46	
			Vendor Total-		223.41	



**A / P Warrant**

Warrant 87

Jrnl	Check	Month	Invoice Description	Reference	Encumbrance
Description			Account	Proj	Amount
					0.00
					1,031,022.82
					0.00
					1,031,022.82

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 \_\_\_\_\_
- MARY J. VOGEL, INTERIM TOWN MANAGER \_\_\_\_\_

**A / P Check Register**  
Bank: ANDROSCOGGIN BANK- OPERATIONAL

Type	Check	Amount	Date	Wrnt	Payee
R	22861	6,837.71	08/03/22	87	0745 ALL STATES CONSTRUCTION INC
R	22862	16.00	08/03/22	87	0752 ALLAGASH TAILS
R	22863	877.50	08/03/22	87	0758 ATWORK FRANCHISE, INC
R	22864	2,040.95	08/03/22	87	0289 AUGUSTA FUEL CORP.
R	22865	279.56	08/03/22	87	0623 BELGRADE MECHANICAL SERVICES
R	22866	450.00	08/03/22	87	0753 BOB COLWELL TRIO
R	22867	6,037.12	08/03/22	87	0263 BOB THE PLUMBER, INC.
R	22868	5.13	08/03/22	87	0386 BOUNDTREE MEDICAL
R	22869	49,892.42	08/03/22	87	0011 CAMDEN NATIONAL BANK
V	22870	0.00	08/03/22	87	0020 CENTRAL MAINE POWER
R	22871	1,714.88	08/03/22	87	0020 CENTRAL MAINE POWER
R	22872	3,529.05	08/03/22	87	0328 CITY OF WATERVILLE
R	22873	9.99	08/03/22	87	0754 COLLABORATIVE SUMMER LIBRARY PROGRAM
R	22874	493.00	08/03/22	87	0224 DUNBAR, LAURA
R	22875	1,613.64	08/03/22	87	0711 E.J. PRESCOTT INC
R	22876	419.65	08/03/22	87	0145 GAGNE & SON
R	22877	92.40	08/03/22	87	0744 GREENWALD, RICHARD
R	22878	28.00	08/03/22	87	0434 GROUP DYNAMIC, INC.
R	22879	450.00	08/03/22	87	0756 HUDSON, LAURA
R	22880	1,018.40	08/03/22	87	0183 HYGRADE BUSINESS GROUP
R	22881	1,267.62	08/03/22	87	0697 KENNEBEC VALLEY HUMANE SOCIETY
R	22882	10.18	08/03/22	87	0638 LEAF
R	22883	17.72	08/03/22	87	0715 LEVESQUE POOLS
R	22884	450.00	08/03/22	87	0757 LYNNWORTH, STEVE
R	22885	2,920.00	08/03/22	87	0727 MAID4U
R	22886	5,947.01	08/03/22	87	0001 MAINE MUNICIPAL
R	22887	49.88	08/03/22	87	0742 MB TRACTOR & EQUIPMENT
R	22888	83.00	08/03/22	87	0256 MODERN PEST SERVICES
R	22889	595.00	08/03/22	87	0387 OVERHEAD DOOR COMPANY
R	22890	365,578.44	08/03/22	87	0182 PIKE INDUSTRIES, INC.
R	22891	900.00	08/03/22	87	0713 POULSON, CHRISTINE
R	22892	76.00	08/03/22	87	0003 REGISTRY OF DEEDS
R	22893	556,617.68	08/03/22	87	0034 RSU # 18
R	22894	200.00	08/03/22	87	0423 SIGNWORKS, INC
R	22895	7,908.02	08/03/22	87	0080 SOMERSET COUNTY TREASURER
R	22896	726.28	08/03/22	87	0612 SPECTRUM ENTERPRISE
R	22897	10,221.84	08/03/22	87	0424 STEVENS, JASON
R	22898	450.00	08/03/22	87	0755 THE MANIACS
R	22899	233.75	08/03/22	87	0048 TREASURER, STATE OF MAINE
R	22900	713.09	08/03/22	87	0379 TREASURER, STATE OF MAINE
R	22901	28.50	08/03/22	87	0712 ULINE
R	22902	223.41	08/03/22	87	0369 WB MASON CO, INC

**Total 1,031,022.82**

**Count**

Checks	41
Voids	1