#### TOWN OF BELGRADE

# **Meeting Agenda**

# BOARD OF SELECTPERSONS AUGUST 1, 2023 / REGULAR MEETING 6:30 P.M. BELGRADE TOWN OFFICE

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

Establish quorum.

#### **Open Meeting**

- 1. Public Comment
- 2. Review and approve minutes of July 18, 2023
- 3. UNFINISHED BUSINESS
  - A. Burgess Property, water system updates/discussion with Maine D.O.T. / Dwight Doughty
  - B. Streetlight (corner of Manchester Rd. and Wings Mills Road)
  - C. Property Management Draft Contracts review, discussion

#### 4. NEW BUSINESS

- A. Appointments, Resignations
- B. Cyber Security Protocols, Maine Technology Group / Jon Perkins
- C. Lakes and Natural Resources Committee Bylaws review, discussion
- 5. OTHER BUSINESS
- 6. WARRANTS
- 7. TOWN MANAGER REPORT
- **8. EXECUTIVE SESSION** 1 M.R.S.A. §405(6) personnel matter, if needed.

# Memo

## Minutes

Review and approve minutes of July 18, 2023.

#### TOWN OF BELGRADE

## **Meeting Minutes**

**BOARD OF SELECTPERSONS** 

JULY 18, 2023 / 6:30 - 7:00 P.M. EXECUTIVE SESSION 7:00 P.M. REGULAR MEETING
BELGRADE TOWN OFFICE

The public may also view the meeting online at https://youtu.be/M4wCVIe9FhQ

**Present:** Chair Barbara Allen, Vice Chair Carol Johnson, Selectperson Daniel Newman, Selectperson Melanie Jewell, Selectperson Peter Rushton, Town Manager Lorna Dee Nichols, Fire Chief Daniel MacKenzie, Facilities Maintenance Cory Alexander, Bruce Galouch, Jamie Dionne, John Hall, Scott Damren, Jayne Roberge, Travis Burton.

Remote Participants: Cory Alexander (7:15 p.m.), Richard Bourne, Danielle Bedard.

Call to Order and Pledge of Allegiance by Chair Barbara Allen at 6:30 p.m.

Establish quorum.

**Open Meeting** 

6:30-7:00 p.m.

EXECUTIVE SESSION: pursuant to 1 M.R.S.A. §405(6)(c) – real estate; economic development

Motion by Chair Barbara Allen to leave regular session and enter executive session at 6:30 p.m., seconded by Daniel Newman, vote 5-0.

Motion by Chair Barbara Allen to exit executive session and enter regular session at 6:58 p.m., seconded by Selectperson Melanie Jewell, vote 5-0.

Motion by Chair Barbara Allen to authorize the Town to enter into a purchase and sale agreement with Mitchell Wight for the four-acre parcel located at 1039 Augusta Road, Belgrade – Map 7, Lot 63-A at the agreed upon price, seconded by Vice Chair Carol Johnson, vote 5-0.

Public Comment - None.

Review and approve minutes of July 11, 2023

Motion to approve minutes as written by Chair Barbara Allen, seconded by Selectperson Melanie Jewell, vote 5-0.

#### **UNFINISHED BUSINESS**

Property Management RFP, Spectrum Property Management

Extensive discussion on the two Dalton properties.

Motion to contract with Spectrum Property Management for the management of 10 Dalton by Chair Barbara Allen, seconded by Vice Chair Carol Johnson, vote 5-0.

When 8 Dalton is ready for rental, the Board will consider a second contract with Spectrum Property Management.

Banking Proposals

# Motion to table to the August 15 meeting by Chair Barbara Allen, seconded by Selectperson Peter Rushton, vote 5-0.

The Board would like the Town Manager and staff to review and make recommendations of their top picks to the Board.

#### Investment Proposals

# Motion to table to the August 15 meeting by Vice Chair Carol Johnson, seconded by Selectperson Peter Rushton, vote 5-0.

The Board would like the Town Manager and staff to review and make recommendations of their top picks to the Board.

#### Rescue Funds (ARPA)

Discussion on possible project allocations with remaining funds to include dry hydrants, ADA accessibility between CFAS and the lake, parking lot, pickleball courts, wifi hotspots, drive thru at the Town Office, facilities vehicle, lawnmower for cemeteries, repairs at CFAS.

The Board would like the Town Manager and staff to put together estimates for each project to review at the August 15 meeting if possible.

#### **NEW BUSINESS**

Appointments, Resignations None.

Cyber Security, Maine Tech

Representative from Maine Tech Group unavailable, schedule for a future meeting.

#### Streetlight (corner of Manchester Road (Rte. 135) and Wings Mills Road)

The Board would like the Town Manager to reach out to the Kennebec County Sheriff's Office to see about additional patrols in this area; Facilities Management will explore costs associated with placing a light on an existing pole at this location and for the Town Manager to explore any grant funds that might help offset the costs.

#### Burgess property, discussion

The Board would like the Town Manager to invite Maine D.O.T. to the August 1 meeting and to forward any information on this property to them for review prior to the August 1 meeting.

#### OTHER BUSINESS - None.

#### **WARRANTS**

AP Warrant 84 \$53,998.75

Motion by Chair Barbara Allen to approve AP warrant 84 in the amount of \$53,998.75, seconded by Vice Chair Carol Johnson, vote 5-0.

Payroll Warrant 85 \$27,963.90

Motion by Chair Barbara Allen to approve payroll warrant 85 in the amount of \$27,963.90, seconded by Vice Chair Carol Johnson, vote 5-0.

Payroll Warrant 86 \$33,753.66 \*Bi-annual Fire/Rescue Pay

Motion by Chair Barbara Allen to approve payroll warrant 86 in the amount of \$33,753.66, seconded by Vice Chair Carol Johnson, vote 5-0.

BMV Warrant 87 \$ 6.356.37

Motion by Chair Barbara Allen to approve BMV warrant 87 in the amount of \$6,356.37, seconded by Vice Chair Carol Johnson, vote 5-0.

#### TOWN MANAGER REPORT

**Village Green CRAFT FAIR SERIES** –Contact Dan MacGlashing for more information. Upcoming dates: July 30, August 27, September 24, October 7.

**CFAS** – Facilities Maintenance has scheduled Mid State Masonry to do chimney work on July 19, pulling funds from the reserve account. Cory feels this should come in around \$2,000 +/-.

**OPEN POSITIONS** - We will be advertising for (1) assistant to the Recreation Director to fill a vacancy. We have a posting out for (2) full-time Deputy Clerks with the pending retirement of Charlene Houle resignation of Deb Nichols.

**VILLAGE GREEN CONCERT SERIES 6-8 p.m.** – July 13 Pat Colwell and The Soul Sensations; July 20 Denny Breau; July 27 The Fossils; August 3 Bob Colwell Trio; August 10 Midnight Breakfast; August 17 The Maniacs; August 24 Frenzie; August 31 The Magnie Fam-Jamily; September 7 Chris Poulson and The Social Club.

#### **PARKS & RECREATION**

There are over 100 campers enrolled for camp this summer. Numbers are up from last year. On the first field trip they took 85 kiddos to Wilton to Kineowatha park. Camp runs until August 18th and they are currently only accepting applications to be put on a wait list.

They are looking for Coast Guard approved life jackets for younger children and always taking craft supplies. Specific craft items like construction paper, crayons, youth scissors, tie dye supplies, friendship bracelet, tempra paint. Freeze pops and waters are helpful.

It has been very busy with the kids and a new staff. The pool should be open within a week or so.

#### **TAX BILLS:**

Have been mailed out Friday, July 14. If residents would like the amount due before they receive their bill, they can call the office for the amount.

#### On the radar

Water Trustee appointments (2 positions open)

Comprehensive Plan Committee / Plan updates (KVCOG contracted for updates)

LD 2003

Possible Broadband Committee

Strategic Planning/Goals for 2023

Permit/Code Enforcement Modules – updates

Truck for Facilities

**CFAS** repairs

American Rescue Fund expenditures (finalize)

Tax Stabilization Reimbursement (LD290)

Motion to adjourn by Chair Barbara Allen at 8:55 p.m., seconded by Vice Chair Carol Johnson, vote 5-0.

# Memo

## **Burgess Property**

Dwight Doughty of Maine D.O.T. with join the Board remotely to discuss updates for the Water District project, along with the Joy Burgess property.

The property has been offered to the town for purchase at a cost of \$165,000. Email correspondence and tax map are attached. This item was tabled from your July 18 meeting so the Board could discuss with Dwight.

#### **Lorna Dee Nichols**

From: Mary Vogel

**Sent:** Tuesday, July 11, 2023 8:13 AM

**To:** Lorna Dee Nichols **Subject:** FW: Attn: Mary Vogel

Mary J. Vogel Town Clerk Town of Belgrade 990 Augusta Road Belgrade, Maine 04917 PH: 207-495-2258 FAX: 207-495-2742

From: Lisa Henry <lsahnry@hotmail.com> Sent: Monday, July 10, 2023 6:05 PM

To: Mary Vogel <townclerk@townofbelgrade.com>

Subject: Attn: Mary Vogel

#### **EXTERNAL MESSAGE:**

HI Mary,

I'm letting you know that we are going to sell my mom, Joy Burgess, home and property. Andrea, my sister, had an appraisal done last month. It came back with \$145000. Needing repairs, and \$175000. With repairs made. I am finishing up the repairs and moving her out as we speak. We would like to offer her home and land to the state and town for \$165000.

We will be listing it with a real estate professional if you are not interested. I look forward to hearing from you. Respectfully,

Lisa Henry Duval

Get Outlook for Android

#### **Lorna Dee Nichols**

From: Alee Henry <alee\_henry@yahoo.com>

**Sent:** Friday, July 14, 2023 7:16 AM

**To:** Lorna Dee Nichols **Subject:** Correspondence

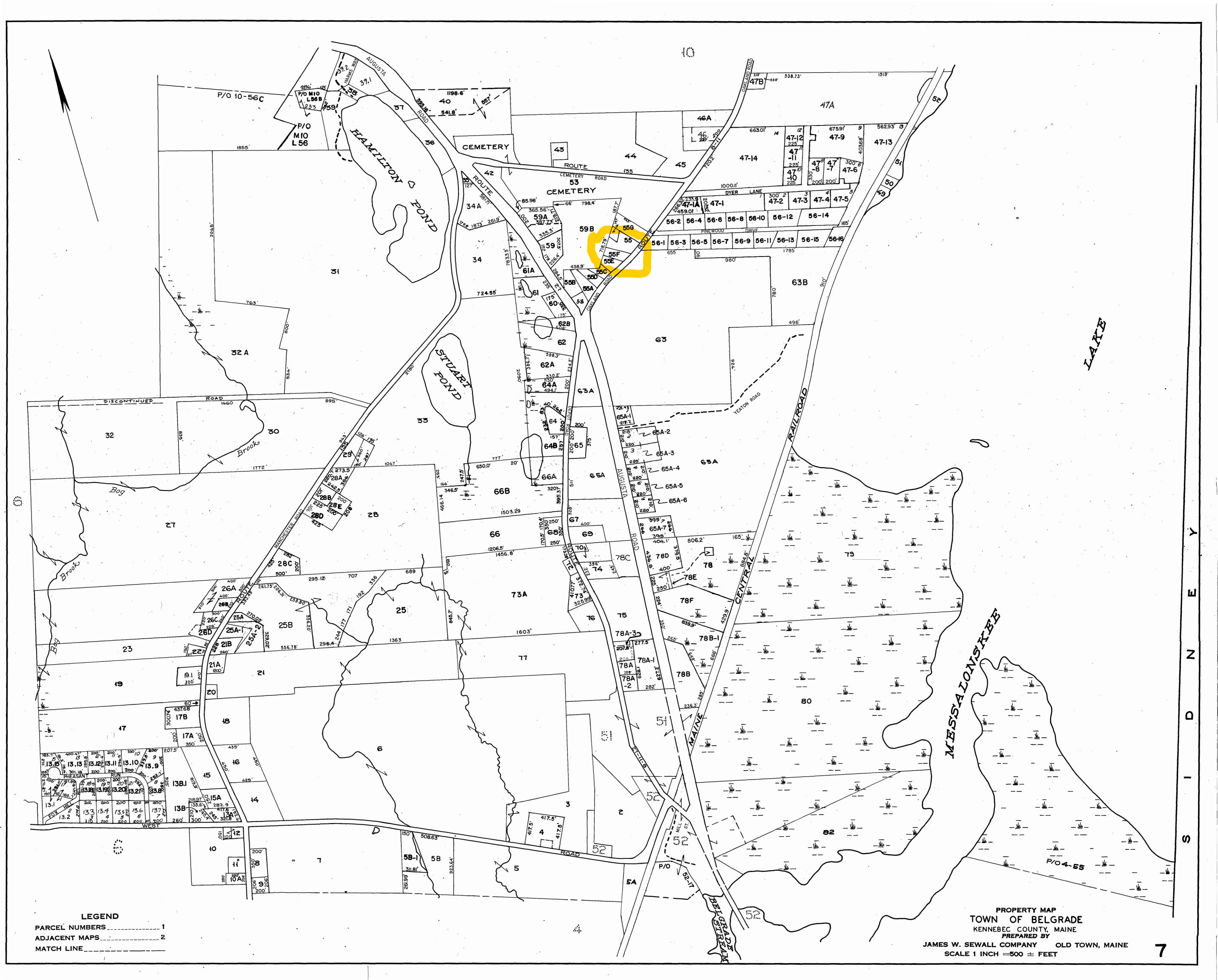
Follow Up Flag: Follow up Flag Status: Flagged

#### **EXTERNAL MESSAGE:**

Hi Lorna Dee,

Please include me in all correspondence with my sister Lisa Duval regarding our mother, Joy Burgess' property as I am the Power of Attorney. Thank you.

Respectfully, Andrea Henry 660-2565



# Memo

## **New Streetlight**

This item was tabled from your July 18 meeting to get a cost estimate for installing a light here (estimated cost included here).

Kennebec County Sheriff's Office reached out to us about the intersection of 135 and Wings Mills Road. This is the site of several accidents including the fatal ATV crash last winter. A streetlight may help with visibility and deter criminal activity.

Included for your review and to aid in your discussion is correspondence from the Kennebec County Sheriff's Office and information from CMP about getting a light placed in that location.

#### Lorna Dee Nichols

From:

Toby Pond <tipond@kennebecso.com>

Sent:

Monday, June 26, 2023 1:16 PM

To: Subject: Lorna Dee Nichols Fwd: Street Light

Follow Up Flag:

Follow up

Flag Status:

Flagged

#### **EXTERNAL MESSAGE:**

Hey Lorna,

I got this email from one of my guys last night and thought I should forward it to you.

I'm quite sure you know about the issues at this intersection already and I support his idea. I'm not sure if the town would want to coordinate with DOT to get information about crashes there or if it would help support the installation.

Let me know if we at the Sheriff's office can help you in anyway.

Congratulations on your new position in Belgrade and hope all is well with you family. Talk to you soon.

V/R, SGT Toby Pond Kennebec County Sheriff's Office **Patrol Supervisor** 

From: Racean Wood < rwood@kennebecso.com>

Sent: Monday, June 26, 2023 2:03 AM To: Toby Pond <tjpond@kennebecso.com>

Subject: Street Light

Sgt,

I would like to see if we can coordinate with the town of Belgrade about installing a streetlight at the Intersection of Manchester Rd & Wings Mills Rd in Belgrade. This intersection has been a source of multiple crashes to include the ATV fatal I investigated last winter. I believe having the light at the intersection would help to reduce crashes at the intersection.

I also have received several complaints from homeowners around the intersection in regard to the memorial of the deceased juvenile ATV rider. It appears many vehicles are doing burn outs at the intersection, and I believe having a light would potentially deter some of the behavior. I have also taken complaints of juveniles on foot hanging around the memorial and consuming alcohol. Tonight, I received a complaint from the homeowner of the residence where the cross memorial has been placed. He reported having a verbal altercation with several juveniles who were standing in his driveway visiting the cross while consuming alcohol. He is afraid that some juveniles might see opportunities to steal items in his yard while hanging by the memorial. He is also afraid that now since he had an altercation that juveniles might try to damage his property or elevate the disturbances. I believe having a light at the intersection on the pole which is directly

over the memorial would illuminate anyone visiting it and thus deter them from conducting illegal activities while visiting.

I believe several homeowners in the area would agree with my statements and would also promote a streetlight being installed. If we could send a request to the right person without the town of Belgrade that would be ideal. Thank you.

#### **Lorna Dee Nichols**

From:

Roderigue, Lauren < lauren.roderigue@cmpco.com>

Sent:

Wednesday, July 12, 2023 3:19 PM

To:

Lorna Dee Nichols

Subject:

RE: Line/Pole work in your area Belgrade

#### **EXTERNAL MESSAGE:**

Good afternoon Lorna,

Central Maine Power would not be able to install the Street light but once its installed and connected it would be added to the monthly billing. You would want to work with an approved contractor for this.

Thank you, Lauren



An Avangrid company

#### Lauren Roderigue

Key Account Manager 57 Old Winthrop Road, Augusta Maine 04330 Telephone: 207-816-2080 Lauren.Roderigue@cmpco.com

#### Internal Use

From: Lorna Dee Nichols <townmanager@townofbelgrade.com>

Sent: Tuesday, July 11, 2023 1:05 PM

**To:** Roderigue, Lauren < lauren.roderigue@cmpco.com> **Subject:** RE: Line/Pole work in your area Belgrade

EXTERNAL SENDER: Be cautious, especially with links and attachments. Report phishing if suspicious.

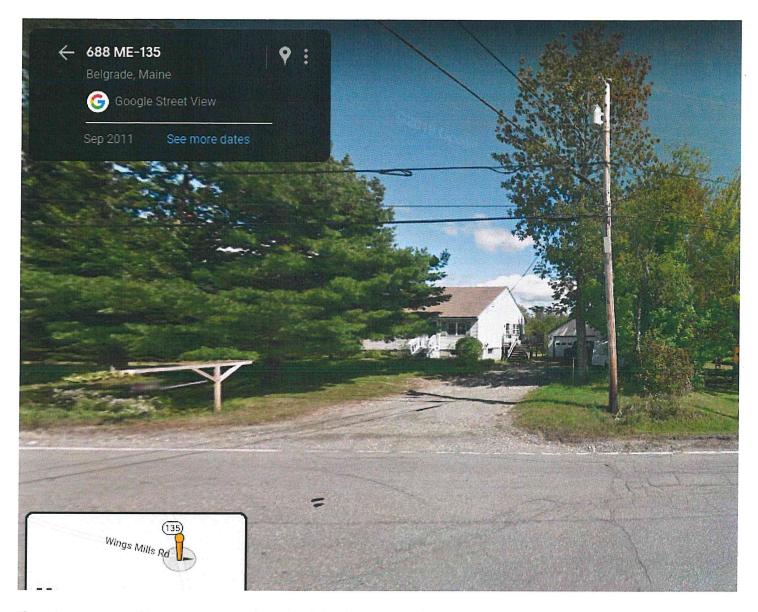
Lauren - is this something that CMP can put in for us and add to our monthly billing? Thank you!



Lorna Dee Nichols

**TOWN MANAGER** 

Town of Belgrade 990 Augusta Road Belgrade, ME 04917 townmanager@townofbelgrade.com www.townofbelgrade.com



If you have any questions or concerns please don't hesitate to reach out.

Thank you, Lauren



An Avangrid company

Lauren Roderigue
Key Account Manager
57 Old Winthrop Road, Augusta Maine 04330
Telephone: 207-816-2080
Lauren.Roderigue@cmpco.com

Internal Use

From: Lorna Dee Nichols < townmanager@townofbelgrade.com >

Sent: Tuesday, June 27, 2023 7:27 AM



07/10/2023

Town of Belgrade
RE: Qualification of Contractor as Outlined in TC53
Dear Customer:
Complete the following information and return to <u>Lauren.Roderigue@cmpco.com</u>
Thank you,
Lauren Roderigue
Name of Contractor:
Below are the minimum qualifications, as outlined in Section 53.4(B) of the Terms and Conditions, Municipal Ownership of Streetlights, for contractors to be performing any work on company poles. By checking off each box and signing below you are confirming that the town of Belgrade has certified the contractor meets these qualifications.
<ul> <li>☐ Must hold a current Maine electrician's license</li> <li>☐ Working appropriately under license (Master electrician, or Journeyman working for a Master electrician)</li> <li>☐ Meet OSHA (1910.269) standards</li> <li>☐ Have training re Maine High Voltage Safety Act (OSHA 1910.269)</li> <li>○ By checking this box the municipality is confirming the contractor has read and understood the Act located under MRS Title 35-A, Chapter 7-A satisfying this requirement. <a href="https://www.mainelegislature.org/legis/statutes/35-a/title35-Ach7-A.pdf">https://www.mainelegislature.org/legis/statutes/35-a/title35-Ach7-A.pdf</a></li> <li>☐ Trained and certified under NFPA 70E</li> </ul>
The Key Account Manager will review and acknowledge receipt of this form. This acknowledgement will serve as approval for the contractor to facilitate the installation and maintenance of the Company approved fuse link. All other work performed on municipal owned streetlights must be performed by a contractor, or employee of the municipality, that meets the minimum qualifications for working on streetlights as listed above.
By: Printed Name
Title
Date
Signature

## EXHIBIT B



#### Request Form for the installation, removal, maintenance and relocation of street light fixtures.

Box	1 (CMP will fill in a	raved co	lumn)								
Box 1 (CMP will fill in grayed colu Municipality: Belgrade Date Sent: 7/10/2023 Street Name: Readfield Road				Municipal Street/Area Lighting Request Exhibit B			Acc No	SAP Customer No: Account No: Notification: Work Order:			
time e	fill out <b>Box 1</b> and stimate and return to KAM.										
KAM N	lame: Lauren Rode	erigue			Email	Addre	ss: Laur	en.Ro	derigue(	@Cmpco.	com
Phone	: 207-816-2080				Fax #:						
Box 2	(CMP will fill in gra	yed colu	ımns, a	dditiona	l spac	es on r	next pag	ge)			
Pole #	Road Name	No.	Wat ts	Туре	Remove	Install	Maintenance	Relocation	Road Code	Rate Code	Estimated Amount
70	Readfield Road		26	LED		Х			180	MLED S026	9.09
Note											
The property of the control of	70 Intersection of \	Wings M	ills Roa	d and 13	5						
Centr	al Maine Power C	ompany			N	lunicip	ality Bo	ох 3			-
Additional to the second section of	inted name): Laur	en Rodei	rigue		NEW PROPERTY.		nted nar	ne)			
Date: 7/10/2023					50131666231	tle:					
Signature:					THE STATE OF THE S	ate:					
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No. Months Remaining:	Installed By:	Date:

# Proposal WISWELL ELECTRIC, INC.

17 Pleasant Street

P.O. Box 490 Clinton, ME 04927 **TEL: (207) 426-3789** 

TEL: (207) 426-3789 FAX: (207) 426-9432

PROPOSAL SUBMITTED TO  Town of Belgrade		PHONE 495-2258	DATE 7/27/2023	
STREET		JOB NAME	7/27/2023	
990 Augusta Rd		Street Light Install		
CITY, STATE and ZIP CODE		JOB LOCATION		
Belgrade, ME 04917		Belgrade, ME 04917		
ARCHITECT	DATE OF PLANS		JOB PHONE	
We hereby submit specifications and estimates for:				
B :1.1.				
Provide labor and equipment to	install one street i	ight as per the direction of	tne town	
To	otal \$690.00			
	7			
*** A				
*** Actual street light head will	i be provided by the	e town from spares left ove	er from the street light	
project				
We Propose hereby to furn	nish material and labor –	complete in accordance with above	specifications, for the sum of:	
Six hundred ninety & 00/10	00		dollars (\$ <u>690.00</u> ).	
Payment to be made as follows:				
All material is guaranteed to be as specified. All work to be comp	oleted in a workmanlike manner	Authorized		
according to standard practices. Any alteration or deviation from	n above specifications involving	Signature		
extra costs will be executed only upon written orders, and will become an extra charge over and above the estimate. All agreements contingent upon strikes, accidents or delays beyond our control. Owner to carry fire, tornado and other necessary insurance.				
		Note: This proposal may be		
Our workers are fully covered by Workman's Compensation Ins	surance.	withdrawn by us if not acc	epted within30 days.	
Acceptance of Proposal	. — The above prices, spe	cifications		
and conditions are satisfactory and are her	by accepted. You are a			
to do the work as specified. Payment will be made				
Data of Assentance:		Ciana atoma		
Date of Acceptance:	signature			

# Memo

## **Property Management Contracts**

Spectrum Property Management has provided contracts for the Board's review, discussion, and approval.

Included: Commercial Property Management Agreement for 10 Dalton and Residential Rental Agreement (month-to-month).

## **COMMERCIAL PROPERTY MANAGEMENT AGREEMENT**

THIS COMMERCIAL PROPERTY MANAGEMENT AGREEMENT (the "Agreement") is made on the	_1 st
of August 1, 2023 (the "Commencement Date") entered by and between _Town of Belgradehereinaft	er
called "OWNER", and SPECTRUM PROPERTY MANAGEMENT, hereinafter called the "AGENT".	
1. PARTIES:	
WHEREAS, OWNER is the legal OWNER of the following property	
• 10 Dalton Belgrade Maine	

WHEREAS, OWNER desires that AGENT to (check one);

 $\Box$ (1) Manage the Property, but not lease the Property.

## $X \square (2)$ manage and lease the Property,

With respect to the Property on behalf of OWNER and AGENT has agreed to perform such services. NOW, THEREFORE, in consideration of the mutual covenants herein contained, the parties, intending to be legally bound, covenant and agree with each other as follows:

#### 2. ENGAGEMENT:

OWNER engages AGENT as an independent contractor to perform the services described in this Agreement as the sole and exclusive manager and AGENT accepts and agrees to perform such services as an independent contractor. This agreement does not create a partnership or joint venture between the parties. AGENT is an independent contractor.

#### 3. PROPERTY:

"Property" means:

Address:

• 10 Dalton Belgrade Maine; Legally described as	a single-family dwelling in Kennebec County Maine
Together with the following non-real-property items	: N/A

"Property" also includes any other Property described in any attached Multiple Property Addendum.

#### **4. TERM:**

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Commencement Date:	August 1, 2023
Expiration Date:	July 31, 2024

(b) Automatic Renewal: Unless either party provides written notice of termination to the other party at least 30 days before the Expiration Date, this agreement will automatically extend on a monthly basis until either party terminates by providing at least 30 days written notice to the other party.

#### 5. OWNER'S GRANT OF AUTHORITY AND POWERS:

- (a) Management Authority: AGENT shall have the following authority which AGENT may exercise when and to the extent AGENT determines to be in OWNER's interest:
  - (1) collect and deposit for OWNER rents and other charges such as returned check charges and late charges) from tenants of the Property in a trust account;
  - (2) Collect and deposit security deposits from tenants in (check one): <u>Spectrum Property Management</u> is NOT holding deposit from 8 Dalton Belgrade
    - $\Box$ (A) a trust account separate from the account described under Paragraph 5a (1);
    - X□(B) The same trust account described under Paragraph 5a (1);

- (3) pay from the account described under Paragraph 5a(1) expenses to operate the Property, including but not limited to, maintenance, taxes, insurance, utilities, repairs, security, management fees, leasing fees, and expenses authorized under this agreement;
- (4) Hire contractors to renovate, remodel, or redecorate the Property provided that AGENT does not expend more than \$\_\_100.00\_\_ for any single renovation, remodel, or redecoration without OWNER's written consent;
- (5) terminate leases for the Property, negotiate lease terminations, and serve notices of termination;
- (6) Institute and prosecute, at OWNER's expense, actions to:
  - (A) Evict tenants in the Property; or
  - (B) Recover possession of the Property;
- (7) Negotiate and make reasonable concessions to tenants or former tenants in the Property;
- (8) Report payment histories of tenants in the Property to consumer reporting agencies;
- (9) Perform or to cause to be performed such maintenance of the property as is reasonable and necessary for the safety of the tenants and the preservation of the property.
- (10) Install fire/smoke detectors, carbon monoxide detectors, and/or fire extinguishers on the property at OWNER's expense.
- (11) AGENT SHALL NOT BE HELD MONETARILY RESPONSIBLE FOR ITS INABILITY TO COLLECT RENTS. AGENT SHALL NOT BE HELD RESPONSIBLE FOR ANY EXPENSES INCURRED FOR LEGAL ACTION INVOLVED IN THE COLLECTION OF RENTS AND/OR THE EVICTION OF ANY TENANT AND/OR DAMAGES INCURRED TO THE PROPERTY. ALL SUCH EXPENSES SHALL BE PAID BY OWNER, REIMBURSABLE IN THE EVENT AGENT IS ABLE TO COLLECT THE RENTS, LEGAL FEES, OR DAMAGES FROM THE TENANT.
- (b) Leasing Authority: (Optional: if AGENT has the authority to lease the Property)

  OWNER grants to AGENT the following authority which AGENT may exercise when and to the extent AGENT determines to be in OWNER's interest:
  - (1) Advertise the Property for lease by means and methods that AGENT determines are reasonably competitive, including but not limited to creating and placing advertisements of the Property and related information in any media and the Internet;

  - (3) to advertise the availability for rental of the Property, including by the display of "For Rent" and "Rent-to-Own" signs; to sign, renew, and/or cancel leases for the Property and remove all other signs offering the Property for sale or lease;
  - (4) Submit the Property as a listing with one or more Multiple Listing Services (MLS) at any time the Property is marketed for lease and to change or terminate such listings;
  - (5) duplicate keys and access devices, at OWNER's expense, to facilitate convenient and efficient showings of the Property and to lease the Property and employ scheduling companies to schedule showings by other agencies at any time the Property is marketed for lease;
  - (6) verify information and references in rental applications from prospective tenants;
  - (7) Negotiate and execute leases on OWNER's behalf for the Property at market rates and on competitively reasonable terms for initial terms of not less than 12 months and not more than 24 months;

- (8) Negotiate and administer any amendments, extensions, or renewals to any leases for the Property on OWNER's behalf;
- (9) Collect application fees from prospective tenants;
- (10) to hire, discharge, and supervise all employees and independent contractors required for the operation and maintenance of the Property; those employees shall be deemed to be employees of the OWNER and not of the AGENT; and the AGENT shall not be or be liable for their negligence, errors, or omissions if reasonable care was exercised in their appointment and retention; and
- \*AGENT to ensure any hired contractor can supply proof of insurance if requested. AGENT to share proof if requested by OWNER.
- (11) Perform other necessary services related to the leasing of the Property.
- (c) Disbursement: AGENT shall further have the authority to pay the following:
  - (1) Such advertising and utility bills (including gas, electric, and water), necessary repairs and/or charges to maintain the property, and cleaning charges as shall accrue or be necessary to preserve the property during periods of vacancy or occupancy, or to put the property in a rentable condition after vacated; or expenses to regain possession and/or to attempt to collect delinquent rent subject to the provisions set forth below; or necessary professional fees; or governmental assessments.
  - (2) Proceeds to OWNER. Tenancy revenues, refunds, adjustments, or other funds due OWNER shall be sent to \_\_Owners bank account via electronic transfer\_ on or before the 15th day of each month.
  - (3) IT IS EXPRESSLY AGREED THAT NOTHING HEREIN CONTAINED SHALL BE CONSTRUED AS REQUIRING AGENT TO ADVANCE ANY OF ITS OWN MONIES FOR ANY PURPOSE WHATSOEVER.
- (d) Record Keeping: AGENT will:
  - (1) Furnish OWNER a monthly accounting statement showing the receipts and expenditures with respect to the premises including OWNER's monthly proceeds;
  - (2) Furnish a final accounting upon the termination of this agreement within thirty (30) days from the date of a written request of management termination; and,
  - (3) File reports with the Internal Revenue Service which AGENT may be required to file concerning funds received on behalf of OWNER under this agreement (for example, Form 1099).

## (e) Security Deposits:

- (1) AGENT will maintain security deposits received from tenants in the trust account described under Paragraph 5a (2) in accordance with applicable law and the leases for the Property, account to the tenants for the security deposits, make lawful deductions from the security deposits, and return the security deposit balances to the tenants from the trust account.
- (2) After this agreement ends, AGENT will deliver to OWNER or the OWNER's designee the security deposits held by AGENT under leases of the Property, less any deductions authorized by this agreement, (3) If AGENT complies with this Paragraph 5(e), OWNER will indemnify AGENT from any claim or loss from a tenant for the return of a security deposit. This Paragraph 5(e) survives termination of this agreement.

#### **6. LEGAL COMPLIANCE:**

The parties will comply with all obligations, duties, and responsibilities under Maine law, fair housing laws, and any other statute, administrative rule, ordinance, or restrictive covenant applicable to the use, leasing, management, or care of the Property.

#### 7. RESERVES:

Upon execution of this agreement, OWNER will deposit the following amount with AGENT to be held in a trust account as a reserve for OWNER: \$\\_0.00\\_\. AGENT may, at AGENT's discretion, use the reserve to pay any expense related to the management of the Property (including but not limited to AGENT's fees). If the balance of the reserve becomes less than the amount stated, AGENT may: (a) deduct an amount that will bring the balance to the amount stated from any subsequent rent received on behalf of OWNER and deposit the amount into the reserve; or (b) notify OWNER that OWNER must promptly deposit additional funds with AGENT to bring the balance to the amount stated.

#### 8. ADVANCES:

OWNER will, in advance, provide AGENT all funds necessary for the leasing and management of the Property. AGENT is not obligated to advance any money to OWNER or to any other person.

#### 9. OWNER'S DUTIES:

OWNER agrees to:

- (1) Cooperate with the AGENT to facilitate the showing, marketing, and lease of the Property;
- (2) Not rent or lease the Property to anyone without the AGENT's prior written approval;
- (3) Not negotiate with any prospective tenant who might contact the OWNER directly, but refer all prospective tenants to the AGENT;
- (4) Not deal with or negotiate with any tenant in the Property concerning any matter related to the leasing of the Property but refer all such dealings to the AGENT;
- (5) Not enter into a management agreement with another AGENT for the management of the Property to become effective during this Agreement;
- (6) Not enter any listing agreement with another agent/broker for the leasing of the Property to become effective during this Agreement;
- (7) provide the AGENT with copies of any existing leases or rental agreements related to the Property;
- (8) provide the AGENT with keys and access devices to the Property;
- (9) complete any disclosures, notices, registrations, and permits required by law or a lease of the Property;
- (10) Amend applicable disclosures, notices, registrations, and permits if any material change occurs during this Agreement; and
- (11) Notify the AGENT if the OWNER becomes delinquent in the payment of: (1) any mortgage or other encumbrance secured by the Property; (2) property taxes; (3) property insurance; or (4) Owners' association fees.

#### 10. OWNER'S REPRESENTATIONS:

OWNER represents that:

- (a) OWNER has title to and peaceable possession of the Property and all its improvements and fixtures, unless rented, and the legal capacity to lease the Property;
- (b) OWNER is not bound by another agreement for the management of the Property that is or will be in effect during the term of this agreement;
- (c) OWNER is not bound by:
  - (1) another agreement with another agency for the leasing of the Property that is or will be in effect during this Agreement which will prevent the AGENT from acting under the powers of this Agreement; or
  - (2) An agreement or covenant that prohibits the OWNER from leasing the property;

- (d) No person or entity has any right to purchase, lease, or acquire the Property by an option, right of refusal, or other agreement;
- (e) OWNER is not delinquent in the payment of any property taxes, Owners' association fees, property insurance, mortgage, or any encumbrance on or affecting the Property;
- (f) No lawsuits of any kind are pending involving the Property;
- (g) All information related to the Property that OWNER provides to AGENT is true and correct to the best of the OWNER's knowledge.
- (h) Except as otherwise stated, in this agreement, or in any addendum, OWNER is not aware of:
  - (1) Any condition affecting the Property that materially affects the health or safety of an ordinary tenant;
  - (2) Any environmental hazard on the Property; or
  - (3) Any violation of any ordinance, statute, restriction, or law related to the Property.

#### 11. AGENT'S FEES:

All fees to AGENT under this agreement are payable in Kennebec County. This Paragraph 11 survives termination of this agreement with regard to fees earned during this agreement which are not payable until after its termination. AGENT may deduct any fees under this Paragraph 11 from any funds AGENT holds in trust for OWNER.

□(a) Management Fees: Each month OWNER will pay AGENT
$\Box(1)$ % of the gross monthly rents collected that month, or;
$X \square (2)$ a flat monthly management fee of \$\frac{110 \text{ per month for single family}}{2}\$.
A vacancy in the Property or failure by a tenant to pay rent does not excuse payment of the
minimum management fee. Management fees under this Paragraph 11(a) are earned daily and are
payable not later than the last day of each month.
X □(b) Leasing Fees for New Tenancies: Each time the Property is leased to a new tenant, OWNER will
pay AGENT a leasing fee of:
$X\square(1)$ A fee equal to one months rent is due at the time of placement
□(2) A flat leasing fee of \$
The leasing fees under this Paragraph 11(b) are earned and payable at the time the lease is
executed.
X□(c) Renewal or Extension Fees: The OWNER shall pay the AGENT a renewal or extension fee for
negotiating the renewal or extension of an existing tenant in the Property equal to\$125 to be paid
under the lease. The renewal or extension fees under this paragraph are earned and payable at the time
the renewal or extension is effective. For the purposes of this paragraph, a new lease for the same
Property with the same tenant then occupying the Property is an extension or renewal. This paragraph
does not apply to month-to-month renewals or month-to-month extensions.
$\Box$ (d) Service Fees: Each time the AGENT arranges for the Property to be repaired, maintained,
redecorated, altered, or registered as permitted under this Agreement, the OWNER shall pay the
AGENT a service fee equal to _0% of the total cost of each repair, maintenance, alteration,
redecoration, or registration filings. A minimum service fees or project manager fees discussed under
this paragraph shall be \$ The service fees under this paragraph are earned at the time the
repair, maintenance, redecoration, or alteration is made and are payable upon the OWNER's receipt of
Leasing Agency's invoice.

X (e) Interes	t on Trust Accounts:	AGENT may retain ai	ny interest or inco	me from such account as
compensation compe	under this agreement	t. AGENT will remov	e any interest or in	ncome payable under this
Paragraph 10	e) from the trust acco	ount not later than the	30th day after the	interest or income is paid.
X□ (f) Admin	istrative Fees: If the A	AGENT collects admir	nistrative charges	from tenants or prospective
tenants, inclu	ling but not limited to	o, application fees, bus	s tour fees, returne	ed check fees, or late charges,
the AGENT v	vill retain such fees as	compensation under	this Agreement. T	The administrative fees under
<mark>this paragrap</mark> l	are earned and payal	ble at the time the AG	ENT collects such	n fees
□(g) Key Box	Fees: Each time the	AGENT arranges for	the placement of a	key box with keys at the
service fees u	nder this paragraph ar		he key box installa	per Property address. The ation with keys is made and
$\Box$ (h) Other:				

#### 12. EXPENSE REIMBURSEMENT:

OWNER's receipt of AGENT's invoice, OWNER will reimburse AGENT the following expenses that are related to the leasing or management of the Property:

#### 13. LIABILITY AND INDEMNIFICATION:

It is agreed that AGENT shall use reasonable and ordinary care in the selection of tenants and all other acts assigned for performance by this Agreement. When any act is required of the AGENT, it shall be done in the ordinary course of AGENT's business.

- (a) OWNER shall save, indemnify, and hold harmless AGENT from all personal injury suits, which may arise in connection with the management of the premises, and from any liability from injuries suffered by any person entering the premises, including any resident manager or other employee.
- (b) AGENT shall not be personally liable for any act it may do or omit to do hereunder as AGENT while acting in good faith, exercising its best judgment.
- (c) AGENT is hereby expressly authorized to comply with and obey any and all process, orders, judgment or decree, it decrees of any court; where AGENT obeys or complies with any such process, order, judgment or decree, it shall not be liable to OWNER or any person, firm, or corporation by reason of such compliance, notwithstanding subsequent reversal or modification.
- (d) AGENT is hereby expressly authorized to comply with any laws, whether now in existence or hereinafter enacted, and whether federal, state, or local, relating to fair housing, rent control, discrimination, and health and welfare. AGENT is expressly authorized to comply with the rule or order of any governmental agency, insofar as such order in any manner affects the management of the premises or any duties of the AGENT hereunder.
- (e) OWNER agrees to protect, defend, indemnify, and hold AGENT harmless from any damage, costs, attorney's fees, and expenses that are caused by OWNER, negligently or otherwise or arise from OWNER's failure to disclose any material or relevant information about the Property or are related to the management of the Property and are not caused by AGENT, negligently or otherwise.

(f) OWNER is responsible and liable for all contracts and obligations related to the Property (for example, maintenance, service, repair and utility agreements) entered into before or during this agreement by OWNER or by AGENT under AGENT's authority under this agreement. OWNER agrees to hold AGENT harmless from all claims related to any such contracts.

#### **14. INSURANCE:**

At all times during this agreement, OWNER must maintain in effect:

- (a) a public liability insurance policy that names the AGENT as a co-insured or additional insured and covers losses related to the Property in an amount of not less than \$\_100,000\_\_\_\_ on an occurrence basis; and
- (b) An insurance policy for the Property in an amount equal to the reasonable replacement cost of the Property's improvements and that contains endorsements which contemplate the leasing of the Property with vacancies between lease terms.
- (c) Not later than the 15th day after the Commencement Date, the OWNER must deliver to the AGENT copies of certificates of insurance evidencing the coverage required under this "Insurance" paragraph. If the coverage changes at any time during this Agreement, the OWNER must deliver to the AGENT a copy of the insurance certificate evidencing the change not later than 10 days after the change.
- (d) If OWNER fails to comply with these "Insurance" paragraphs, the AGENT may:
  - (1). purchase insurance that will provide the AGENT the same coverage as the required insurance under Paragraph 13 (a) and OWNER must promptly reimburse the AGENT for such expense; or
  - (2). exercise AGENT's remedies under Default Paragraph.

## 15. DEFAULT:

A party is in default if the party fails to cure any breach of this agreement within 10 days after receipt of written demand from the other party. If either party is in default, the non-defaulting party may:

- (a) Terminate this agreement by providing at least 10 days written notice;
- (b) Recover all amounts due to the non-defaulting party under this agreement;
- (c) Recover reasonable collection costs and attorney's fees; and
- (d) Exercise any other remedy available at law.

AGENT is also entitled to recover any compensation AGENT would have been entitled to receive if OWNER did not breach this agreement.

#### 16. ATTORNEY'S FEES:

If OWNER or AGENT is a prevailing party in any legal proceeding brought as a result of a dispute under this Agreement or any transaction related to or contemplated by this agreement, such party will be entitled to recover from the non-prevailing party all costs of such proceeding and reasonable attorney's fees

#### **17. ASSIGNMENTS:**

Neither party may assign this Agreement without the written consent of the other party.

#### 18. BINDING EFFECT:

OWNER's obligation to pay the AGENT an earned fee is binding upon OWNER and OWNER's heirs, administrators, executors, successors, and permitted assignees.

#### 19. JOINT AND SEVERAL:

All OWNERs executing this agreement are jointly and severally liable for the performance of all their terms. Any act or notice to, refund to, or signature of, any one or more of the OWNERs regarding any term of this agreement, its extension, its renewal, or its termination is binding on all OWNERs executing this Agreement.

#### 20. GOVERNING LAW / FORUM SELECTION CLAUSE:

AGENT, Spectrum Property Management, LLC

Jayne Roberge

Maine law governs the interpretation, validity, performance, and enforcement of this Agreement. All parties expressly agree that any litigation regarding this agreement will be brought in the District or Superior Courts of Kennebec County, Maine. All parties expressly submit to the jurisdiction of those courts, and expressly waive any right to the jurisdiction or any other courts, including the right to remove this matter to Federal Court.

#### 21. SEVERABILITY:

If a court finds any clause in this agreement invalid or unenforceable, the remainder of this Agreement will not be affected and all other provisions of this agreement will remain valid and enforceable.

#### 22. NOTICES:

Notices between the parties must be in writing and are effective when sent to the receiving party's address, fax, or e-mail address specified in this agreement.

Notices to the Owner shall be sent to:
Notices to the AGENT shall be sent to:
58 Main St., Oakland, Me 04963
23. SPECIAL PROVISIONS:
24. ADDENDA:
Incorporated into this agreement are the following addenda, exhibits, and other information:  N/A
25. INFORMATION:
(1) Fair housing laws, federal and state laws require the Property to be shown and made available to all person without regard to race, color, religion, national origin, sex, disability, or familial status. Local ordinances may provide for additional protected classes (for example, creed, status as a student, marital status, sexual
orientation, or age). (2) OWNER may review the information AGENT submits to an MLS or other listing service.
(3) AGENT cannot give legal advice. READ THIS AGREEMENT CAREFULLY. If you do not understand t effect of this agreement, consult an attorney BEFORE signing.
This document represents the entire Agreement between the parties hereto.
IN WITNESS WHEREOF, the parties hereto hereby execute this Agreement on the date first above written.
OWNER – Signature
OWNER – Printed Name
AGENT Signature

#### **Residential Rental Agreement**

Clause 1. Identification of Owner/Owner's Agent and Tenant	
This Agreement is entered into between	
And	(Co-tenant) ("Owner") and/or
Spectrum Property Management LLC	("Owners Agent")
Each Tenant is jointly and severally liable for the payment of rent and performance of all other tregard to any non-performance by a co-tenant. Any default or breach of the terms of this agree constitute a default or breach by all co-tenants.	terms of this Agreement without
ALL OTHER OCCUPANTS:	
Clause 2. Identification of Premises Subject to the terms and conditions in this Agreement, Owner/Owner's Agent Rents to Tenant, a Owner/Owner's Agent, for residential purposes only, the premises located at( the following furnishings and appliances:	and Tenant rents from "the premises"), together with
Rental of the premises also includes Heat & Hot Water, Trash, Water and Sewer	
Clause 3. Limits on Use and Occupancy The premises are to be used only as a private residence for Tenant(s) listed in Clause 1 of this A children. Occupancy by guests for more than three (3) days is prohibited without Owner/Owner's will be considered a breach of this Agreement. The premises may not be used for illegal, immore number of residents residing in the unit cannot exceed persons, without the express write Agent	s Agent's written consent and all or improper purposes. Total
Spectrum does not discriminate based on race, color, sex, sexual orientation, physic religion, national origin or familial statue. Tenants agree to report any discrimination by Spectrum's employees or agents, or by other tenants to Spectrum promptly IN Wi	or alleged discrimination
Clause 4. Term of the Tenancy The term of this Agreement will be on a month to month basis, beginning on	
Owner/Owner's Agent retains the right to modify the terms of this agreement including terminati time with written 30 day notice. The Tenant (s) is specifically liable for all rent due and payable of termination by the Tenant will not relieve him/her of this obligation to pay all rent for the length subject to the Owner/Owner's Agent's duty to mitigate. This agreement shall automatically terminanth following the death of the Tenant. If more than one Tenant, this provision shall only applications of the Tenant is applicated by the termination of the Tenant is a subject to the Owner/Owner's Agent's duty to mitigate. This agreement shall automatically termination of the Tenant is a subject to the Owner/Owner's Agent's duty to mitigate. This agreement shall automatically termination of the Tenant is a subject to the Owner/Owner's Agent's duty to mitigate. This agreement shall automatically termination of the Tenant is a subject to the Owner/Owner's Agent's duty to mitigate. This agreement shall automatically termination of the Tenant is a subject to the Owner/Owner's Agent's duty to mitigate. This agreement shall automatically termination of the Tenant is a subject to the Owner/Owner's Agent's duty to mitigate. This agreement shall automatically termination of the Tenant is a subject to the Owner/Owner's Agent's duty to mitigate.	during this term. Early of the terms stated hereunder, inate on the first day of any
Clause 5. Payment of Rent	

Tenant agrees to pay without any deduction, to Owner/Owner's Agent a monthly rent of \$ 1800.00 payable on the 1st of each month. If rent is not paid by the 2nd day of the Month this rental agreement will be deemed to be breached, the term hereof forfeited, and the tenant, without further demand or notice, will be subjected to a forcible entry and detainer action (eviction) as well as a suit for damages. All notices may be given in hand, or by first class mail with proof of mailing, or by posting at the premises.

Not withstanding the forgoing provision and without waiving any rights thereunder, the tenant will be liable for and pay to Owner/Owner's Agent a late payment penalty of four percent (4%) of the rental amount whenever said rent is fifteen (15) days or more overdue.

If formal legal action is required after the Notice to Quit expires, there will be additional charges:

- \$100 fee for Sheriff or Constable Service of notification for you to appear in F.E.D Court
- \$70.00 for F.E.D court filings fee

Forms of Payment:

Electronic Check, Money Order or Personal checks will be accepted. Any check offered by Tenants to Owner in payment of rent or any other amount due under this Agreement returned for lack of sufficient funds, a "stop payment," or any other reason, Tenant will pay Owner a returned check charge of \$50.00 Initials\_\_\_\_ The rent should be paid to: **Spectrum Property Management LLC** 58 Main St Oakland, ME 04963 207-716-1096 spectrumproperty2009@gmail.com Pro-rated first month's rent. For the period from Tenant's move-in date,\_\_\_\_, through the end of the month, Tenant will pay to Owner/Owner's Agent the pro-rated monthly rent of \$\_\_\_\_\_. This amount will be paid on or before the date the Tenant moves in. Clause 6. Security Deposit On signing this Agreement, Tenant will pay to Owner/Owner's Agent the sum of \$\_\_\_\_\_ PD by -Held by Spectrum as a security deposit. Tenant may not apply this security deposit to the last month's rent or to any other sum due under this Agreement. After Tenant has given written 30-day notice of intent to vacate, vacated the premises, cleaned the entire unit, returned keys and provided Owner/Owner's Agent with a forwarding address, Owner/Owner's Agent will determine whether the Tenant is eligible for a refund of any or all of the security deposit not to include interest earned. The amount of the refund will be determined in accordance with the following conditions and procedures: After the Tenant has moved from the unit, the Owner/Owner's Agent will inspect the unit. The Owner/Owner's Agent will permit the Tenant to participate in the inspection if the Tenant so requests. The Owner/Owner's Agent will refund to the Tenant the amount of the security deposit, less any amount needed to pay the cost of: 1 unpaid rent; 2 Damages which are not due to normal wear and tear. Burns, stains, holes, or tears of any size or kind in the carpeting, draperies, curtains, walls, doors or flooring shall not constitute normal wear and tear; charges for late payment of rent; and, Any other charges due and owing by the Tenant to Owner/Owner's Agent. The Owner/Owner's Agent agrees to refund the amount computed above within thirty (30) days after the Tenant has permanently moved out of the unit and returned possession of the unit to the Owner/Owner's Agent. The Owner/Owner's Agent will also give the Tenant a written list of charges, if any, that were subtracted from the security If the unit is rented by more than one (1) person, the Tenants agree that they will work out the details of dividing any refund amount among themselves. The Owner/Owner's Agent may pay the refund to any person identified as a Tenant in this agreement. The Tenant agrees that it is his/her responsibility, prior to vacating the premises, to clean the entire unit including the range/oven, exhausts fan, refrigerator, cabinets, countertops, closets, walls, ceiling fans, shower, tub, sinks, mirrors, vanity, medicine cabinets, linen cabinets and all floors, if applicable. All carpets will be free of dirt, stains or odors and must be cleaned prior to vacating. Refrigerators are to be defrosted, turned off and the door left open. There will be no scores, stains, or unsightly holes in any wall. No indentations or scratches in wood, tile, or resilient flooring, doors or trim and no damage to carpeting will be accepted as normal wear and tear by the Owner/Owner's Agent. All burned out light bulbs will be replaced. Smoke alarms will be in place and undamaged, with working batteries. All debris and rubbish will be removed. All personal property will be removed. Clause 7. Utilities and services will be paid by the party indicated on the following chart: Owner **Tenant** Electricity X Must provide CMP Acc# to Spectrum Property with-in 24hrs Heating Oil/K1/Natural Gas Propane/Natural Gas Hot Water-Electric/Propane/Oil Water x Via Well

x Via Septic

Sewerage

Trash Removal

Snow Removal Driveway

	Walk/pathway Stairs/steps Deck/porch Roof's	 	
Lawn Care	Mowing Landscaping	<u>x</u> _x_	
			Initials

- When Owner is responsible for snow removal, tenant MUST removal of all vehicles and obstructions from the driveway and surrounding area for snow removal purposes in a TIMLY MANNER. Failure on the tenant's part to move vehicles and obstructions may limit the ability of the snow plow and in such cases, tenant will be responsible for any costs for plow needing to return.
- Owner/Owner's Agent is not required to notify the tenant when plow has or will arrive.
- Tenant must keep a Telephone on and connected at all times and must keep Owner/Owner's Agent notified of Telephone number.
- · Tenant agrees to call Central Maine Power within 24 hours to establish an account for electrical service

#### Clause 8. Air Conditioning Units

Tenant will not install any air conditioning units in any window without expressed written consent of Owner/Owner's Agent. Furthermore, any damage to window, sill, floor or any other part of the property due to the air conditioning unit whether from improper installation or general use will be tenant's responsibility for any or all cost incurred for repairs. All air conditioning units must be removed from the windows by September 30<sup>th</sup>.

#### Clause 9. Assignment and Subletting

Tenant will not assign or sublet any part of the premises thereof or permit to be used or occupied by anyone other than tenant without the prior written consent of Owner/Owner's Agent. Any violation of Clause 9 will be deemed a Breach of this agreement and subject to eviction.

#### Clause 10. Tenant's Obligations and Maintenance Responsibilities

Tenant will: (1) keep the premises and appliances/furnishings clean, sanitary and in good condition and, upon termination of the tenancy, return the premises to Owner/Owner's Agent in a condition identical to that which existed when Tenant took occupancy, except for ordinary wear and tear; Furthermore, tenant must keep window screens within the intended window frames at all times and not to damage screen or frame. Failure to maintain screens will be tenant's responsibility to repair or replace or Owner/Owner's Agent will repair or replace costs to be paid by the tenant. If the property has wood floors, tenant agrees to maintain all floors in original condition and will place pads under all furniture to avoid scratches, and will use area rugs when possible. Failure by tenant to maintain the floors will result in all costs associated with repair/renovation to be charged to tenant, PAYABLE UPON DEMAND (2) Tenant agrees to remove all garbage, rubbish and other waste every week in a clean and safe manner. (3) Immediately notify Owner/Owner's Agent of any defects or dangerous conditions in and about the premises of which Tenant becomes aware; and (4) reimburse Owner/Owner's Agent, on demand, for the cost of any repairs to the premises damaged by Tenant or Tenant's guests or invitees through misuse or neglect. (5) Tenant agrees to pay to open all cloqued drains, toilets, sinks and traps caused by tenant's action. Tenant further agrees NOT to flush any foreign object in toilet or put drain cleaner or any such product in any drains, if tenant does not comply and damage is sustained it shall be tenants' responsibility for any and all costs incurred for repair payable on demand. (6) Tenant understands and agrees that the Tenant will not be permitted to keep or maintain any inoperable or unlicensed vehicles, trailers, boats, motorcycles, campers, snowmobiles or any other motor driven vehicles in the parking lot or on any other portion of the property of which the premises are located, without the prior written consent of the Owner/Owner's Agent. Further, the Tenant understands and agrees that any such inoperable or unlicensed vehicles, trailers, boats or motorcycles may be towed away at the Tenants expense. (7) Any vehicles leaking fluid must be removed and be repaired. Any costs to clean up leaks may be charged to the tenant responsible. (8) Tenant is responsible for removal of all large items that cannot fit in a trash can or is an item that cannot be thrown out with the regular trash (i.e., bicycles, mattresses, bed frames, etc.), (9) Tenant, guest or invitees must not permit an obstruction of any kind, nor store personal property of any kind in any hallways, fire escape or other multi-use or common area. Tenants may not have a yard sale, porch sale or apartment sales without prior written consent of Owner/Owner's Agent. (10) Grounds must be kept clean and neat at all times. No discarded materials, unnecessary items, building materials, trash, junk, or other items that create a cluttered appearance may not be stored or abandoned outside of the property. Tenants will, at all times maintain the space in an attractive manner and in good repair at their own expense. Holes dug in the lawn by outside furniture, children's toys or play equipment will be tenant's responsibility to fill and/or reseed in a timely manner and at the tenant's expense. (11). Tenant shall only have generally accepted curtains, blinds or shades as window treatments and at no time shall tenant hang blankets or sheets in any windows. (12) If heat is supplied by Owner/Owner's Agent, tenant agrees keep all windows closed during heating season, if Tenant fails to comply with this the Owner/Owner's Agent reserves the right to impose a \$150.00 fee to be paid on demand. Any second violation of this clause will be considered a breach of this agreement and grounds for termination of the lease.

Heating: Your unit is equipped with necessary heating units to provide adequate heat. Tenant agrees to conserve heat and to not alter or tamper with any devise used to regulate or conserve heat. Due to fire hazards, KEROSENE AND GAS HEATERS ARE NOT PERMITTED. If Tenant is responsible for heating the unit, Tenant must keep the heating oil tank at least 1/4 full at all times. If Tenant fails

to do this and damage occurs to furnace or if pipes freeze it will be Tenants responsibility to pay for all costs to repair. If this event occurs, it may be considered breach of the agreement and tenant will be subject to eviction.

Furniture/Furnishings: If property is rented with Owner's furniture/furnishings, Owner retains the right to remove any furniture/furnishings with a 7-day notice. Tenant shall comply and allow Owner/Owner's Agent to remove the furniture/furnishings.

**Appliances:** All appliances if available are loaned to tenant. These appliances are here only for convenience purposes and are only loaned, at no cost to the tenant. Furthermore, repair or replacement of these appliances is strictly up to the discretion of the Owner/Owner's Agent. In exchange for the use of these appliances tenant agrees to maintain these appliances and clean them upon vacating at tenants' expense, Normal wear and tear accepted.

**Washer Hook-up:** Tenant is expected to use a water-tight washer pan under the machine to protect against leakage or water damage and to shut-off the water valves to the washer when not in use. Any water damage to the floor or surrounding area due to tenants, guest or invitees' actions, not using a water-tight washer pan or valves not being shut off will be tenants' responsibility for all cost incurred to repair.

Initials	
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#### Clause 11. Repairs and Alterations by Tenant

- a. Except as provided by law, as authorized below or by the prior written consent of Owner/Owner's Agent, Tenant will not make any repairs or alterations to the premises, including nailing holes in the wall or painting the rental unit.
- b. Tenant will not, without Owner/Owner's Agent's prior written consent, alter, re-key or install any locks to the premises or install or alter any burglar alarm system. Tenant will provide Owner/Owner's Agent with a key or keys capable of unlocking all such re-keyed or new locks as well as instructions on how to disarm any altered or new burglar alarm system.
- C. This includes installation of an antenna or dish on the building, swing sets, swimming pools, fire pits, trampoline or garden(s). Any alteration or installation or improvements made by tenant to the premises shall become the property of the Owner.

#### Clause 12. Seasonal Ornaments/Decoration

Tenant will not attach any Seasonal Ornaments or Decoration using nails, screws or metal type fasteners which will damage the interior or exterior of door frames, windows sill and trim or walls. Due to fire hazard, live seasonal decorated trees are prohibited from the interior of the unit.

#### Clause 13. Electrical Outlets

Tenant will use extreme care when utilizing the electrical outlets. Tenant will not plug more than 2 electrical appliances per outlet so not to overload the outlet. Tenant will refrain from using extension cords or multiple plug switches unless they are surge protected/GFCI protected.

#### Clause 14. Violating Laws and Causing Disturbances

Tenant is entitled to quiet enjoyment of the premises. Tenant and guests or invitees will not use the premises or adjacent areas in such a way as to: (1) violate any Local, State or Federal law or ordinance, including laws prohibiting the cultivation, sale, manufacturing, possession or use of any illegal drugs. (2) Commit waste (severe property damage); or (3) create a nuisance by annoying, disturbing, inconveniencing or interfering with the quiet enjoyment of any other tenant or nearby resident. Tenant also agrees that the Owner/Owner's Agent has the authority to bar from the premises any individual that in the Owner/Owner's Agent's discretion has been causing a nuisance or other problem. Any visitor or guest on the premises who is causing a nuisance is not on the premises for a "reasonable purpose" and will be served a notice of Criminal Trespass. (4) At NO time will harassing, intimidating or threatening behavior towards other tenants or Owner/Owner's Agent be allowed. Harassing, intimidating or threatening behavior can be in words/texts or emails and will constitute a breach of this agreement, the terms will be forfeited and tenant will be subjected to a forcible entry and detainer action (eviction) as well as a suit for any damages (5) Noise must be kept to a minimum between the hours of 10:00 p.m. and 7 a.m.

#### Clause 15. Smoking

The term "Smoking" shall include the inhaling, exhaling, burning or carrying of any lighted cigarette, cigar, pipe, vaping, ecigarette or other tobacco product, marijuana, or illegal substance, in any manner or in any form.

Due to the increased risk of fire and the known adverse health effects of secondhand smoke, the following policy applies to all owners, tenants, guests, employees and service persons:

Smoking is prohibited (NOT ALLOWED) in this unit	XX	Initial
Smoking is prohibited ( <b>NOT ALLOWED</b> ) on the premises	XX	Initial
Smoking is <b>ALLOWED</b> outside only		Initial

#### \*\*PROPERTY IS A NON SMOKING CAMPUS\*\*

If smoking is allowed, tenant agrees to be at least 100 feet away from any doorway, window or opening and remove all butts and debris from the ground and to keep a fire-proof can or container for smokers use.

Failure on the tenant's part to adhere to this clause could be considered a breach of this agreement. If smoking occurs in areas NOT ALLOWED and tenant violates the agreement by smoking or allowing others to smoke in the prohibited area(s), a first violation fee of \$250 will be assessed, payable on demand. SECOND violation of this clause will be a deemed breach of this agreement and the terms forfeited, and the tenant will willfully vacate or be subjected to a forcible entry and detainer action (eviction) as well as suit for damages.

#### Clause 16. Parking

Tenant has \_\_\_\_\_ spaces in \_\_Driveway for parking. This residence ( ) does or (x) does not have assigned parking. Tenant's guest or invitees may not park in the driveway or parking area. The grounds and parking area of the premises may not be used for storage of vehicles, nor for repair or maintenance. Owner/Owner's Agent reserves the right to tow away any vehicle at Tenant's expense. Parking on the Lawn, sidewalk or walkway is prohibited and will be subject to vehicle towing at the vehicle owners expense and tenant will be responsible for damages to lawn/grounds if they park in the lawn at any time. Bicycles, scooters and children's play things must be kept in assigned areas

-	itials		
l m	141216		

#### Clause 17. Pets

No animal, bird or other pet will be kept on the premises, except properly trained service animals needed by blind, deaf or disabled, unless prior written consent of Owner/Owner's Agent.

#### Clause 18. Owner/Owner's Agent's Right to Access

Tenant shall permit Owner/Owner's agent to enter the premises at reasonable times and upon reasonable notice for the purpose of inspecting the premises, showing the property to prospective tenants, real estate/realtors, purchasers, mortgagees, insurers, workers or contractors or for making necessary repairs, alterations or improvements. Twenty Four hours' notice of entry shall be deemed to be reasonable unless circumstances justify shorter notice. The tenant may not unreasonably withhold consent to the Owner/Owner's Agent to enter the residence. Owner retains the right to list the property for sale at any time without notice.

#### Clause 19. Extended Absences by Tenant

Tenant will notify Owner/Owner's Agent in advance if Tenant will be away from the premises for \_\_\_\_\_\_ or more consecutive days with a contact phone number and address in the event of an emergency such as break-ins, fire, or required paperwork. During such absence, Owner/Owner's Agent may enter the premises at times reasonably necessary to maintain the property and inspect for needed repairs.

#### Clause 20. Vacating Without Written Notice

If Tenant vacates the premises without giving Owner/Owner's Agent a 30-day notice in writing before the 1<sup>st</sup> day of the new month, Tenant agrees to forfeit all moneys paid including security deposits, unless unit can be re-rented with no loss of income to the Owner.

#### Clause 21. Abandonment/Abandoned Property

If Tenant has been absent from the premises for a period of \_\_14\_\_\_ consecutive days, and tenant has neither contacted Owner/Owner's Agent in person not cured any rent default the premises will be deemed abandoned by tenant. If Tenant vacates the premises without properly terminating the rental agreement, Tenant's rental obligations will continue for the full term of the agreement even If the premises are abandoned. Abandonment will not relieve the Tenant's of their obligation to pay all rent due. If tenant abandons the property after the rental agreement has been signed, paid first months rent and security deposit and taken possession of the unit by accepting the keys, this will be considered a breech of this agreement and the Owner/Owner's Agent will have the right to cancel and terminate this agreement immediately and all deposits will be forfeited in favor of Owner/Owner's Agent as liquidated damages. \_\_\_\_\_\_ (initials). Any personal property remaining on the premises twenty-four (24) hours after the Tenant vacates will be deemed to be abandoned by the Tenant and will be disposed of according to Law. \_\_\_\_\_\_ (initials)

#### Clause 22. Breach

Any violation of the provisions of this Agreement, any false or misleading information provided by the Tenant in an application for tenancy by the Tenant will be deemed to be a breach of the Rental Agreement and any remaining term will be forfeited, and the Tenant will be subject to a forcible entry and detainer action (eviction), as well as suit for damages. The Owner/Owner's Agent will have the right to cancel and terminate this agreement immediately. During the pendency of any action for forcible entry and detainer, including any notice of termination, the Tenant shall continue to be obligated to comply will all provisions of the Agreement, including, but not limited to the obligation to pay rent and any other charges that shall become due, as long as the Tenant remains in possession of the premises. By incorporating this provision in this Agreement and agreeing to be bound by its terms, the Parties wish to clarify that they do not intend to create any type of new tenancy beyond this Agreement.

#### Clause 23. Validity of Each Part

If any portion of this Agreement is held to be invalid, its invalidity will not affect the validity or enforceability of any other provision of this Agreement.

#### Clause 24. Grounds for Termination of Tenancy

The failure of Tenant's guests or invitees to comply with any term of this Agreement, the misrepresentation of any material fact on Tenant's Rental Application, failure to pay rent or habitual late payments are grounds for termination of the tenancy.

# Initials\_\_\_\_\_

# OWNER RETAINS THE RIGHT TO LIST THE ABOVE REFERENCED PROPERTY FOR SALE AT ANYTIME DURING THE TENANCY

Tenants may not unreasonably withhold consent to allow showings/inspection to prospective buyers, real estate agents, appraisers or inspectors. If the above dwelling is listed for sale, is under contract for sale/signed purchase and sale agreement, sold, foreclosed or forfeited to/by the bank or mortgage holder during tenancy, Owner/Owner's Agent retains the right to issue a 30 day notice of termination of tenancy and Tenant will willfully vacate the premises. Upon this request Owner/Owner's Agent will willfully return above security deposits after inspection and necessary repairs or cleaning are completed after premises have been vacated, not to exceed 30 days.

#### Clause 25. Additional Agreements

Clause 7 Heating – Tenant is required to pay a \$_1000.00 oil deposit to be held against tenant vacating a	nd not returning the
fuel oil to the level of _Full_ when tenant first took tenancy. Deposit is refundable to the tenant if the cond	itions of the fuel
land to make Town to the control of	per year. Once
the limitation of is expended, tenant will be required to pay for any and all deliveries in that same ca	lendar year.
	Initials

Tenant(s) is/are aware that the property is situated on the shores of Great Pond and will use extreme caution when utilizing area near or around the water. Tenant further agrees and acknowledges that Water Front on Great Pond is \*\*USE AT OWN RISK\*\* Tenant (s) further agree to hold harmless and indemnify owners/owner's agent against any/all Liability resulting from injury do to use of Water Front Area on Great Pond.

Initials	
Illiciais	

Tenant(s) may use the water front at the Community Center to launch a kayak or canoe. Tenant may not tie up or moor the water craft to the dock or any other part of the water front. Only NON MOTORIZED water crafts are allowed

Initials	

Tenant agrees to indemnify and hold had losses, and expenses, including reasonal destruction of property, in connect with third parties, Tenant or Tenants agents,	ole attorneys' fees, resul Tenants use or occupanc	ing from or arising o	ut of bodily injury, dea	th, damage to or
				Initials
Clause 26 Entire Agreement				
This document constitutes the entire Agr contained here and those implied by law Agreement must be in writing signed by	, have been made by Ov	ner/Owner's Agent o	s or representations, or Tenant. Any modific	ther than those ations to this
I/We have read and understand all the awe agree to all the above terms and con-		ons of this agreemen	t and signify by our si	gnatures below that
Signed in the Presence of:				
Tenant	50 VOICELEAN	Anna G	Date	

Tenant			A A STATE OF	Date	
Tenant				Date_	
Mailing Address		Amen			
Email Address:					
Phone				The state of the s	WHAT I
Owner/Owner's Agent	- STEELS	982207	veight.	Date	MEGE

# Memo

## Appointments/Resignations

• Kaitlyn Thibodeau – resignation from Board of Parks and Recreation

Town of Belgrade

Board of Parks and Recreation

July 26, 2023

Dear Jamie,

Please accept this letter as my formal resignation from the Board of Parks and Recreation. Although I appreciate the opportunity to serve my community, as a young mother my priorities are with my family. Given that there is known interest from other community members who have not only more time, but the ability to bring fresh ideas and ambitions to the table, it would be best to open the seat to one of them. I thank you and the rest of the Board members for this opportunity and experience.

Sincerely,

Kaitlyn Thibodeau

### Memo

### **Cyber Security**

Jon Perkins of Maine Technology Group will be present to discuss cyber security protocols with the Board.

### Memo

### **Lakes and Natural Resources Committee Bylaws**

The Lakes Committee has drafted updated bylaws for the new Lakes and Natural Resources Committee as approved by the Board at a previous meeting.

The updated bylaws are included for your review, discussion, approval as well as the previous Lakes Committee bylaws for comparison.

# Town of Belgrade Lakes and Natural Resources Committee Bylaws

#### I. Authorities and duties

The Lakes and Natural Resources Committee researches, documents, and promotes the conservation of Belgrade's natural resources, including lakes, streams, wetlands, and groundwater, as well as forests, wildlife, fish and aquatic habitat, intact shoreland, and scenic areas. Guided by the current Belgrade Comprehensive Plan, the Committee works in partnership with 7 Lakes Alliance, local lakes associations, Town departments such as Parks & Recreation and Facilities Management, and with other towns and stakeholders that share Belgrade's natural resources, including land owners and the business community. The Committee serves as an advisory body to the Town and, when appropriate, brings recommendations to the Selectboard for consideration. It also develops educational programs to achieve greater public awareness of the value and need for natural-resource conservation within Belgrade.

#### Committee Membership

The Lakes and Natural Resources Committee will consist of seven members, who shall be appointed by the Board of Selectpersons in keeping with the Selectboard's appointment policy. Membership shall include:

- 1. One member from the Belgrade Lakes Association.
- One member from the McGrath Pond-Salmon Lake Association.
- 3. One member from the Friends of Messalonskee.
- 4. One member who is a seasonal resident.
- 5. Three at-large members.

Appointees shall be sworn to the faithful discharge of their duties by the Town Clerk.

#### III. Terms

Committee members will be appointed for staggered terms of three (3) years. Committee members shall be eligible to serve no more than four (4) three-year terms in succession. Terms shall coincide with the first Selectboard meeting after the annual town meeting. The Town Clerk shall maintain an up-to-date list of trustees and their terms.

Except for the seasonal representative, Committee members shall be qualified electors and residents of the Town. They shall comply with the provisions of 30-A MRSA 2605 pertaining to conflicts of interest. If any Committee member no longer meets the above qualifications or is convicted of a crime punishable by incarceration for six (6) months or more, his/her position will be immediately vacant.

### IV. Meetings, officers and attendance

As with all Town boards and committees, the meetings of the Lakes and Natural Resources Committee must be posted in advance and open to the public. Meetings shall be scheduled on the first Wednesday of the month, unless that date falls on a holiday, in the Town Office on an as-needed basis. If a change in meeting time and/or date is needed, notification should be communicated to the Committee chair. The chair will call the other members to determine if a quorum can be achieved. If so, at least four committee members must agree to a change in the scheduled time and/or date.

Specially called meetings may be conducted at other times, dates and places. The Committee shall meet at least once quarterly. At its first meeting after each Annual Town Meeting, the Committee shall elect by a majority vote of the committee and determine a meeting time for the coming year:

- 1. A chair, who will preside over the meetings and will report to the Selectboard, as necessary. The chair shall not serve more than two (2) full terms in succession.
- 2. A vice-chair, who will preside over meetings in the absence of the chair.
- 3. A secretary to take written minutes of meetings to be shared with the Town Clerk upon their approval.

If a Committee member misses more than three (3) consecutive meetings from April through the following March without suitable reason satisfactory to the Committee chair, the Committee shall notify the absent member and the Town Manager of the absences. The Town Manager shall inform the Selectboard, which may then remove the absent member. The vacancy will be filled in accordance with the Town's appointment policy.

#### V. Quorum

A majority of the Committee shall constitute a quorum for the transaction of business. If a quorum is not present and the meeting is rescheduled before the next regularly scheduled meeting, it shall be done so in the manner required for all Town board and committee meetings.

### VI. Compensation of members

Members of the Lakes and Natural Resources Committee shall serve without compensation.

### **Town of Belgrade**

### **Lakes Committee bylaws**

#### I. Authorities and duties

The Lakes Committee considers, researches and discusses issues, concerns and other matters that impact the community's greatest natural resource – its lakes. The Lakes Committee will work in partnership with other groups, organizations and individuals who share a commitment to the lakes' preservation. Those stakeholders include the 7 Lakes Alliance, local lake associations, other towns that share Belgrade's lakes, and property owners. The committee serves as an advisory body to the Board of Selectpersons, forwarding lake-related recommendations for the Selectboard to discuss and consider.

### **II. Committee Membership**

The Lakes Committee will consist of seven members, who shall be appointed by the Board of Selectpersons in keeping with the Selectboard's appointment policy. Membership shall include:

- 1. One member from the Belgrade Lakes Association.
- 2. One member from the McGrath Pond-Salmon Lake Association.
- 3. One member from the Friends of Messalonskee.
- 4. One member who is a seasonal resident.
- 5. Three at-large members.

Appointees shall be sworn to the faithful discharge of their duties by the Town Clerk.

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Except for the seasonal representative, committee members shall be qualified electors and residents of the Town. They shall comply with the provisions of 30-A MRSA 2605 pertaining to conflicts of interest. If any committee member no longer meets the above qualifications or is convicted of a crime punishable by incarceration for six (6) months or more, his/her position will be immediately vacant.

#### IV. Meetings, officers and attendance

As with all Town boards and committees, the meetings of the Lake Committee must be posted in advance and open to the public. Meetings shall be scheduled on

the first Wednesday of the month, unless that date falls on a holiday, in the Town Office on an as-needed basis. If a change in meeting time and/or date is needed, notification should be communicated to the committee chair. The chair will call the other members to determine if a quorum can be achieved. If so, at least four committee members must agree to a change in the scheduled time and/or date.

Specially called meetings may be conducted at other times, dates and places. The committee shall meet at least once quarterly. At its first meeting after each annual town meeting, the committee shall elect by a majority vote of the committee and determine a meeting time for the coming year:

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### VI. Compensation of members

Members of the Lakes Committee shall serve without compensation.

### Memo

### Warrants

Payroll Warrant 88 \$ 31,652.50

BMV Warrant 89 \$ 10,561.34

AP Warrant 90 \$658,349.88

Payroll Warrant 91

BMV Warrant 92

### **Payroll Warrant**

Pay Date: 07/26/2023

07/24/2023 Page 2

WARRANT: 88

64	Check	D/D	Check	Employee	Gross Pay
***	Total	18,596.62	31,652.50		25,969.04
Pu	t into A/P	i.	8,628.78		
Tal	ken out of	FA/P	(11,533.66)		
To	tal Payroli	I	28,747.62		
				Count	
				Checks 38	

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.

BARBARA ALLEN, SELECTPERSON CHAIR_	
MELANIE JEWELL, SELECTPERSON	
DANIEL NEWMAN, SELECTPERSON	
PETER RUSHTON, SELECTPERSON_	
CAROL JOHNSON, V. CHAIR / MILE	( )attrace
LORNA DEE NICHOLS, TOWN MANAGER	

WARRANT: 88

Check	D/D	Check	Employee	Gross Pay
24196	0.00	385.67	943 BENJAMIN D GUILIANO	453.00
24197	0.00	508.35	991 Erin E Kalback	616.88
24198	0.00	273.68	971 BROOKE J LANDRY	300.00
24199	0.00	354.52	966 RYAN A LEVESQUE	412.30
202324196	804.39	0.00	990 CORY D ALEXANDER	1,000.00
202324197	545.70	0.00	172 DANIELLE M BEDARD	1,155.12
202324198	708.48	0.00	20 JARED N BOND	933.60
202324199	978.71	0.00	113 TRAVIS S BURTON	1,358.40
202324200	681.90	0.00	853 EDWARD C CALL	800.00
202324201	451.01	0.00	244 ANDREW P DAVIDSON	515.79
202324202	494.93	0.00	74 WESLEY M DAY	625.50
202324203	401.60	0.00	232 LESLIE R. DIMICK	472.77
202324204	532.29	0.00	967 DAWSON J DINGUS	649.00
202324205	535.65	0.00	822 LYNDSEY A FISHER	632.78
202324206	850.84	0.00	176 CAMILLE L FONTAINE	1,131.50
202324207	584.61	0.00	899 MARY C GRANHOLM	719.66
202324208	386.82	0.00	944 HAYDEN AARON GUILIANO	454.50
202324209	296.27	0.00	844 ALAINA B HOOD	336.20
202324210	434.95	0.00	194 CHARLENE G HOULE	545.04
202324211	761.45	0.00	837 DANIEL R MACGLASHING	1,016.00
202324212	662.03	0.00	875 KEVIN K MERRILL	840.00
202324213	1,090.72	0.00	845 DEBORAH P NICHOLS	1,671.20
202324214	1,111.98	0.00	03 LORNA DEE NICHOLS	1,440.01
202324215	550.73	0.00	173 AARON L PELKEY	646.04
202324216	898.00	0.00	200. NICHOLAS C POOLE	1,277.20
202324217	574.03	0.00	968 KONNOR J POWERS	649.06
202324218	983.17	0.00	979 HANS CHRISTIAN RASMUSSEN	1,282.35
202324219	207.34	0.00	892 KIM E RIDEOUT-DAWES	235.34
202324220	495.76	0.00	945 SAMUEL D ROSS	600.00
202324221	880.22	0.00	191 KENNETH J SCHENO	1,071.20
202324222	1,008.32	0.00	07 MARY VOGEL	1,360.00
202324223	335.79	0.00	977 NATHANIEL S WHITE	363.60
202324224	348.93	0.00	902 ISAAC W WORCESTER	405.00
202324225	0.00	18,596.62	D / D 213 ANDROSCOGGIN SAVINGS BANK	
24200	0.00	3,802.64	T & A 2 MISSIONSQUARE - 457-304797	
202324226	0.00	5,816.57	T & A 4 DEPARTMENT OF TREASURY	
202324227	0.00	989.72	T & A 6 MAINE PERS	
202324228	0.00	924.73	T & A 1 TREASURER, STATE OF MAINE	
			•	

#### Warrant 89

Jrnl	Check	Month	Invoice Dea	scription	Reference	
Description	n		Account	Proj	Amount	Encumbrance
00021 STATE OF	MAINE, BMV					
0303	24201	07	BMV REPORT 7	/14-7/21/23	BMV REPORT	
BMV REPORT 7	/14-7/21/23		G 1-214-00		10,561.34	0.00
	GE	N'L FUND	/ BMV			
				Vendor Total-	10,561.34	
				Prepaid Total-	0.00	
£.				Current Total-	10,561.34	
e e				EFT Total-	0.00	
	*			Warrant Total-	10,561.34	

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.

BARBARA ALLEN, SELECTPERSON CHAIR	
MELANIE JEWELL, SELECTPERSON_	
DANIEL NEWMAN, SELECTPERSON	
PETER RUSHTON, SELECTPERSON	
CAROL JOHNSON, V. CHAIR Aud Johnson	
LORNA DEE NICHOLS, TOWN MANAGER	

Description	Account	Proj	Amount	Encumbranc
00030 A.A.A. PORTABLE	TOILETS			
0305 CFAS, NBCC TO	DILETS A-56550			
CFAS, NBCC TOILETS	E 13-02-20-06		350.00	0.00
	FACILITIES / CFAS - SERVICE	S / RENTALS		
		Vendor Total-	350.00	0
00845 ADVANTAGE FUNERA	L AND CREMATION SERVICES			
0305 GA CASE CREMA	ATION 10220100	5597		
GA CASE CREMATION	E 21-01-99-99		1,074.00	0.00
	GEN'L ASSIST / GEN'L ASSIST	- EXPENSE / EXPENSE _		
		Vendor Total-	1,074.00	
00338 B.D.S WASTE DISP				
0305 TIRE DISPOSAI				
TIRE DISPOSAL	E 15-05-20-13	/	357.00	0.00
,	SOLID WASTE / WASTE - SERVIO	The second secon		
		Vendor Total-	357.00	
00000 BEDARD, DANIELLE				
0305 BOOTS	REIMBURSI E 05-05-30-08	MENT	40.15	
, BOOTS	PUBLIC SAFTY / FD/ RSC DEPT	- SUDDITES / UNITED MS	42.17	0.00
Š.	FORBIC SAFII / FD/ RSC DEFI	Vendor Total-	42.17	
0000 DENTANTA DI ANAGE	-	vendor rotar-		
0 <b>0846 BENJAMIN FLANAGE</b> 0305 MIDNIGHT BREA			(a)	
MIDNIGHT BREAKFAST	E 25-30-31-12	5	700.00	0.00
	RECREATION / REC PROGRAMS -	SPECIAL / MUSIC PROGRA	700.00	0.00
	, 120 111001210	Vendor Total-	700.00	
0753 BOB COLWELL TRIO		vender rotar		
0305 CONCERT SERIE	S 7/26/2023	1		
CONCERT SERIES	E 25-30-31-12	,	600.00	0.00
	RECREATION / REC PROGRAMS -	SPECIAL / MUSIC PROGRA	000.00	0.00
		Vendor Total-	600.00	
00263 BOB THE PLUMBER,	INC.			
0305 PUMP TANK CHA		7103		
PUMP TANK CHANGE	G 2-561-00		734.31	0.00
	SPEC REVENUE / WELL CONTAM			
		Vendor Total-	734.31	
0386 BOUNDTREE MEDICAL		***		
0305 EMS SUPPLIES	85029176			
EMS SUPPLIES	E 05-05-30-07		117.26	0.00
	PUBLIC SAFTY / FD/ RSC DEPT	- SUPPLIES / EMS		
		Vendor Total-	117.26	
0830 CAI TECHNOLOGIES				
0305 GIS DATA CONVI	ERSION 17660			
GIS DATA CONVERSION	G 2-563-00		39,350.00	0.00
Ç.	SPEC REVENUE / ARPA FUNDS			
		Invoice Total-	39,350.00	
0305 TAX MAP MAINTE				
TAX MAP MAINTENANCE	G 2-563-00		3,500.00	0.00
	SPEC REVENUE / ARPA FUNDS			
		Invoice Total-	3,500.00	
	(a)	Vendor Total-	42,850.00	
0020 CENTRAL MAINE POW				
	ECTRICITY 7140017622	297		
MAIN ST DAM ELECTRICI	TY G 3-596-00		27.01	0.00
	CAPITAL PROJ / DAMS			
		Invoice Total-	27.01	

Belgrade
12:09 PM
*
Jrnl Invoice Description
Description
NBFD ELECTRICITY
FACILITI
0305 NBCC ELECTRICITY
NBCC ELECTRICITY FACILITI
FACILITI
0305 WINGS MILL DAM ELECTRIC
WINGS MILL DAM ELECTRICIT
CAPITAL 1
ė.
0305 GARAGE ELECTRICITY
OLT TOWN HOUSE ELECTRICIT
FACILITI
0305 SAND&SALT ELECTRICITY
SAND&SALT ELECTRICITY
FACILITIE
0305 DEPOT FD ELECTRICITY
DEPOT FD ELECTRICITY

Description	Account	Proj	Amount	Encumbrance
NBFD ELECTRICITY	E 13-08-2	0-04	57.20	0.00
	FACILITIES / FD:NB -	SERVICES / ELECTRICITY		
		Invoice Total-	57.20	
0305 NBCC ELECTRIC	ITY 72	4001594116		
NBCC ELECTRICITY	E 13-03-2	0-04	188.54	0.00
	FACILITIES / NBCC - S	ERVICES / ELECTRICITY		
		Invoice Total-	188.54	
0305 WINGS MILL DA	M ELECTRICIT 71	6001753002		
WINGS MILL DAM ELECT	RICIT G 3-596-0	ō	26.76	0.00
	CAPITAL PROJ / DAMS			
		Invoice Total-	26.76	
305 GARAGE ELECTR	ICITY 72	5001540079		
OLT TOWN HOUSE ELECT	RICIT E 13-04-2	0-04	60.50	0.00
	FACILITIES / GARAGE -	SERVICES / ELECTRICITY		
		Invoice Total-	60.50	
0305 SAND&SALT ELE	CTRICITY 70:	2001852829		
SAND&SALT ELECTRICIT			173.87	0.00
	FACILITIES / SALT & SA	AND - SERVICES / ELECTRICITY		
		Invoice Total-	173.87	
305 DEPOT FD ELEC	FRICITY 723	3001644929		
DEPOT FD ELECTRICITY	E 13-07-20	)-04	73.13	0.00
	FACILITIES / FD:DEPOT	- SERVICES / ELECTRICITY		
		Invoice Total-	73.13	
305 OLD TOWN HOYS	E ELECTRIC 723	001644930		
OLD TOWN HOYSE ELECTI	RIC E 13-13-20	0-04	28.08	0.00
	FACILITIES / HISTRY HO	USE - SERVICES / ELECTRICITY	<i>t</i>	
		Invoice Total-	28.08	
305 TOWN OFFICE EI	SECTRICITY 711	.001784743		
FOWN OFFICE ELECTRIC	E 13-14-20	-04	577.06	0.00
	FACILITIES / TOWN OFFI	CE - SERVICES / ELECTRICITY		
		Invoice Total-	577.06	
305 CFAS ELECTRIC	TTY 717	001742769		
CFAS ELECTRICITY	E 13-02-20	-04	662.74	0.00
	FACILITIES / CFAS - SE	RVICES / ELECTRICITY		
		Invoice Total-	662.74	
305 CFAS OUTBUILDI	ING 724	001595793		
FAS OUTBUILDING	E 13-02-20	-04	26.02	0.00
	FACILITIES / CFAS - SE	RVICES / ELECTRICITY		
		Invoice Total-	26.02	
305 LAKES FD ELECT	RICITY 702	001848479		
AKES FD ELECTRICITY	E 13-06-20	-04	211.84	0.00
	FACILITIES / FD:LAKES	- SERVICES / ELECTRICITY		
		Invoice Total-	211.84	
305 10 DALTON ELEC	TRICITY 705	001818416		
O DALTON ELECTRICITY	E 13-11-20	-04	124.87	0.00
£	FACILITIES / DALTON - S	SERVICES / ELECTRICITY		
		Invoice Total-	124.87	
805 8 DALTON ELECT	RICITY 711	001779771		
DALTON ELECTRICITY	E 13-11-20	-04	37.76	0.00
	FACILITIES / DALTON - S	SERVICES / ELECTRICITY		
		Invoice Total-	37.76	
05 VILLAGE GREEN	ELECTRICITY 7230		2,	
	CITY E 13-10-20-		27.43	0.00
	FACILITIES / PARKS - SE		-7	0.00
	,	Invoice Total-	27.43	
		THACTCE TOURT-	21.43	
	PRICITY 712			
305 18 DALTON ELEC	TRICITY 7130	001766809	26.26	0.00
		001766809	36.36	0.00

Description	Account	Proj	. Amount	Encumbrance
		Invoice Total-	36.36	
		Vendor Total-	2,339.17	
0328 CITY OF WATERVI	LLE			
0305 PSAP SERVICE	S 7/2023-	9/2023		
PSAP SERVICES	E 05-10-99-99		3,902.41	0.00
	PUBLIC SAFTY / DISPATCH - H	EXPENSE / EXPENSE		
		Vendor Total-	3,902.41	
0107 DAVID HALLOWELL	CONSTRUCTION LLC			
0305 LOAM FOR CEM	ETERY 1735			
LOAM FOR CEMETERY	E 12-01-30-04		51.00	0.00
	CEMETERY / CEMETERY - SUPPI	LIES / OPERATING		
		Vendor Total-	51.00	
0000 ECI SERVICES OF	MAINE, ADVANTAGE FUNERAL			
0305 GA CASE # 43		ИС		
GA CASE #430 - CREMA	ATION E 21-01-99-99		1,074.00	0.00
	GEN'L ASSIST / GEN'L ASSIST	- EXPENSE / EXPENSE		
		Vendor Total-	1,074.00	
0066 GENERATORS OF MA				
0305 Facilities Re	N 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1	Truck		
TK SANDER REPAIRS	E 13-01-35-01		513.72	0.00
	FACILITIES / GENERAL - REPA	IRS / EQUIPMENT		
	1	Vendor Total-	513.72	
0434 GROUP DYNAMIC, I	NC.			
0305 AUGUST 2023 F	IRA 2308			
AUGUST 2023 HRA	E 23-10-99-99		36.00	0.00
	INSURANCE / HRA ADMIN - EXP	ENSE / EXPENSE		
		Vendor Total-	36.00	
0009 HAMMOND LUMBER C	OMPANY			
0305 BOLT	6805093			
BOLT	E 13-01-30-04		4.76	0.00
	FACILITIES / GENERAL - SUPP	LIES / OPERATING		-&
		Invoice Total-	4.76	
0305 HOSE	6811528			
HOSE	E 13-01-30-04		16.99	0.00
	FACILITIES / GENERAL - SUPP	_		
0205 DITUE EDINGE		Invoice Total-	16.99	
	R STATION 6816101			
PAINT TRANSFER STATI		DEDATES / DUTI DING	188.54	0.00
	FACILITIES / TRANSFER STA -			
		Invoice Total-	188.54	
		Vendor Total-	210.29	
0183 HYGRADE BUSINESS				
0305 TAX BILL PRIN				
TAX BILL PRINTING	E 01-10-25-01	/	1,078.60	0.00
	GEN'L GOV. / ADMIN - PRINTIN			
		Vendor Total-	1,078.60	
638 LEAF				
0305 COPIER LEASE	15001128			
COPIER LEASE	E 01-10-20-14		155.98	0.00
	GEN'L GOV. / ADMIN - SERVICE	·		
		Vendor Total-	155.98	
001 MAINE MUNICIPAL				
0305 BENEFITS				
	G 1-226-00		132.31	0.00
DENTAL INSURANCE	G 1-226-00		132.31	0.00
DENTAL INSURANCE	GEN'L FUND / DENTAL INS		132.31	5.00

07/27/2023 Warrant Preview 12:09 PM Pay Date: 08/02/2023 Page 4 Jrnl Invoice Description Reference

Jrnl Invoice Des	scription Reference			
Description	Account	Proj	Amount	Encumbrance
	GEN'L FUND / LIFE INS			
VISION INSURANCE	G 1-231-00		5.57	0.00
_	GEN'L FUND / VISION INS		3,3,	0.00
HEALTH INSURANCE: ADI			1,988.02	0.00
	GEN'L GOV. / ADMIN - PERSONNEL / BENEF	TTS	2/200102	0.00
HEALTH INSURANCE: FAC	To the state of th		1,988.02	0.00
	FACILITIES / GENERAL - PERSONNEL / BEN	EFITS	•	
HEALTH INSURANCE	G 1-225-00		1,230.24	0.00
ē¢.	GEN'L FUND / HEALTH INS.			
HEALTH INSURANCE: REC	E 25-30-10-13		994.01	0.00
lay.	RECREATION / REC PROGRAMS - PERSONNEL	/ BENEFITS		
HEALTH INSURANCE: FD	E 05-05-10-13		1,988.02	0.00
	PUBLIC SAFTY / FD/ RSC DEPT - PERSONNE	L / BENEFITS		
HEALTH INSURANCE: MAN	MAGER E 01-15-10-13		994.01	0.00
	GEN'L GOV. / MANAGER - PERSONNEL / BEN	EFITS		
HEALTH INSURANCE: LIE	BRARY E 30-01-10-13		994.01	0.00
	LIBRARY / LIBRARY - PERSONNEL / BENEFI	TS		
HEALTH INSURANCE: SW	E 15-05-10-13		994.01	0.00
	SOLID WASTE / WASTE - PERSONNEL / BENE	FITS		
HEALTH INSURANCE: CE			994.01	0.00
	CEMETERY / CEMETERY - PERSONNEL / BENE	FITS _		
	Vendor	Total-	12,587.97	
00519 MAINE OXY				
0305 OXYGEN	3002761753			
OXYGEN	E 05-05-30-04		116.00	0.00
*	PUBLIC SAFTY / FD/ RSC DEPT - SUPPLIES	/ OPERATING		
	Vendor	Total-	116.00	
00000 MARCIA HANSON				
0305 EXCISE REIMBU	RSEMENT 7/19/2023			
EXCISE REIMBURSEMENT			3.02	0.00
Dieton Khimokomieki	GEN'L GOV EXCISE - MV		3.02	0.00
	Vendor	Total-	3.02	
00742 MB TRACTOR & EQUI				
0305 MOWER DECK	208669			
MOWER DECK	E 12-01-35-01		3,800.00	0.00
	CEMETERY / CEMETERY - REPAIRS / EQUIPME	NT		
it.	Vendor	Total-	3,800.00	
0533 MR. DREW AND HIS	ANIMALS TOO			
0305 ANIMAL SHOW	7192023			
ANIMAL SHOW	G 2-544-00		240.00	0.00
	SPEC REVENUE / M SCHNEIDER			
	Vendor	Total-	240.00	
0397 NORTHEAST LABORAT				
0305 WATER TESTING				
WATER TESTING	1.5-5.55			-
WATER TESTING	E 25-30-20-07 RECREATION / REC PROGRAMS - SERVICES /	GOVERN A GENERA	140.00	0.00
		-		
	Vendor '	Fotal-	140.00	
0182 PIKE INDUSTRIES,	INC.			
0305 CRUSHED STONE	94900			
CRUSHED STONE	E 10-01-30-13		304.30	0.00
,	PUBLIC WORKS / ROADS-GM - SUPPLIES / AG	GREGATED		
<b>(</b>	Invoice T	otal-	304.30	
0305 COLD PATCH	1238238			
COLD PATCH	E 10-01-30-04		240.24	0.00
	PUBLIC WORKS / ROADS-GM - SUPPLIES / OP	ERATING		
	Invoice T		240.24	
ii .				
	Vendor 1	OCAL-	544.54	

	cription Reference		
Description	Account	j Amount	Encumbrance
00713 POULSON, CHRISTI			
0305 CONCER SERIES	7/26/2023		
CONCER SERIES	R 25-10	2,500.00	0.00
	RECREATION - DONATIONS		
i	Vendor Total	2,500.00	
0003 REGISTRY OF DEEDS	5		
0305 1 LIEN DISCHA	RGE		
1 LIEN DISCHARGE	E 01-10-47-01	19.00	0.00
	GEN'L GOV. / ADMIN - FEES / DISCHARGE		
	Vendor Total	19.00	
0385 RJD APPRAISAL			
0305 2023 ASSESSME	NT FACTOR		
2023 ASSESSMENT FAC	TOR E 01-10-15-04	6,750.00	0.00
	GEN'L GOV. / ADMIN - PROFESSIONAL / ASSESSIN	1G	
	Vendor Total	6,750.00	
0034 RSU # 18			
0305 INSTALLMENT-	AUGUST 2023		
	T E 31-01-99-99	568,921.25	0.00
	SCHOOL / RSU 18 - EXPENSE / EXPENSE	300, 321.23	0.00
	Vendor Total	568,921.25	
470 GERGORGE GEGYPREN			
0478 SEACOAST SECURITY 0305 TOWN OFFICE CA	3*		
	031031		
TOWN OFFICE CAMERAS	E 13-14-20-10	312.50	0.00
	FACILITIES / TOWN OFFICE - SERVICES / SECURI	•	
	Vendor Total	312.50	
0612 SPECTRUM ENTERPRI			
0305 PHONE AND INTE	ERNET 144009001070723		
LAKES FD	E 05-05-20-01	187.97	0.00
	PUBLIC SAFTY / FD/ RSC DEPT - SERVICES / COM	MUNICATIO	
CFAS	E 25-30-20-01	219.97	0.00
	RECREATION / REC PROGRAMS - SERVICES / COMMU	NICATIO	
LIBRARY	E 30-01-20-01	86.97	0.00
	LIBRARY / LIBRARY - SERVICES / COMMUNICATIO		
DEPOT FD	E 05-05-20-01	59.99	0.00
TRANSPER CHARTON	PUBLIC SAFTY / FD/ RSC DEPT - SERVICES / COMM		
TRANSFER STATION	E 15-05-20-01	129.98	0.00
TOWN OFFICE	SOLID WASTE / WASTE - SERVICES / COMMUNICATION		
TOWN OFFICE	E 01-10-20-01	109.81	0.00
	GEN'L GOV. / ADMIN - SERVICES / COMMUNICATIO		
	Vendor Total-	794.69	
424 STEVENS, JASON			
0305 WEST RD DITCH	6/25/2023		
1 TON 2HRS	E 10-01-20-06	128.32	0.00
	PUBLIC WORKS / ROADS-GM - SERVICES / RENTALS		
MINI EXCAVATOR 7HRS	E 10-01-20-06	793.38	0.00
	PUBLIC WORKS / ROADS-GM - SERVICES / RENTALS		
	Invoice Total-	921.70	
0305 CULVERT KNOWLE	S ROAD 7/1/2023		
1 TON 1HRS	E 10-01-20-06	64.16	0.00
	PUBLIC WORKS / ROADS-GM - SERVICES / RENTALS		
MINI EXCAVATOR 2HRS	E 10-01-20-06	226.68	0.00
	PUBLIC WORKS / ROADS-GM - SERVICES / RENTALS		
	Invoice Total-	290.84	
0305 CULVERT RAPAIR:	S 7/16/2023		
	7 40 04 00 05	1 411 50	0.00
1 TON 22HRS	E 10-01-20-06	1,411.52	0.00
	PUBLIC WORKS / ROADS-GM - SERVICES / RENTALS	1,411.52	0.00
1 TON 22HRS MINI EXCAVATOR 18.5HR	PUBLIC WORKS / ROADS-GM - SERVICES / RENTALS	2,096.79	0.00

Jrnl	Invoice De	scription	Referen	ce		
Description		Ad	ccount	Proj	Amount	Encumbrance
COMPCATOR 1HR		E	10-01-20-06		125.00	0.00
		PUBLIC WORKS /	ROADS-GM - SE	RVICES / RENTALS		
HAY 4BALES		E	10-01-30-04		16.00	0.00
		PUBLIC WORKS /	ROADS-GM - SU	PPLIES / OPERATING		
TRACTOR 6.5HRS		E	10-01-20-06		460.65	0.00
		PUBLIC WORKS /	ROADS-GM - SE	RVICES / RENTALS		
				Invoice Total-	4,109.96	
				Vendor Total-	5,322.50	
00048 TRE	ASURER, STAT	E OF MAINE				
0305	PLUMBING PER	MITS				
PLUMBI	NG PERMITS	G	1-211-00		62.50	0.00
		GEN'L FUND / PI	LUMB. PERM.			
				Vendor Total-	62.50	
00349 TRE	ASURER, STATI	E OF MAINE		-	<del></del>	
0305	WATER TEST					
WATER 7	TEST	E	25-30-20-07		50.00	0.00
		RECREATION / REC PROGRAMS - SERVICES / CONTRACTED				
				Vendor Total-	50.00	
				Prepaid Total-	0.00	
				Current Total-	658,349.88	
ž.				Warrant Total-	658,349.88	

### TM Report 08/01/2023

**Village Green CRAFT FAIR SERIES** –Contact Dan MacGlashing for more information. Upcoming dates: August 27, September 24, October 7.

**CFAS** – Mid State Masonry began chimney work July 31. We have received two estimates for mold remediation (attached).

**OPEN POSITIONS** - We have reviewed several applicants for the Deputy Clerk positions and will be scheduling interviews. Our Rec Director and I are working on the job posting for the assistant position and will have that posted soon.

**VILLAGE GREEN CONCERT SERIES 6-8 p.m.** – August 3 Bob Colwell Trio; August 10 Midnight Breakfast; August 17 The Maniacs; August 24 Frenzie; August 31 The Magnie Fam-Jamily; September 7 Chris Poulson and The Social Club, September 14 The Fossils.

**CONTRACTS** – The winter maintenance and plumbing/heating contracts have been completed and signed; tree services and salt/sand are ready and waiting for signatures.

**SPEED SIGN** – The state is offering free solar powered speed feedback signs. Our community was suggested as a good location to permanently install one at each end of the village as a traffic calming strategy. DOT will provide the equipment and training. We simply insure the unit (value \$4,000) and provide maintenance thereafter. It is ours to keep.

They do not have the bid results for the units yet, so it will likely be fall before they receive them in Augusta. They will forward a cooperative agreement to sign taking ownership and to use them in accordance with DOT standards.

**BROADBAND** – I have been in contact with the Maine Connectivity Authority for information on access for our community and programs available for those who cannot afford services. I am working with a representative from Grow Smart Maine and will meet with them this week to discuss programs and options.

**The Affordable Connectivity Program**: Households are eligible if the annual income is less than 200% of the Federal Poverty Guidelines, if anyone already receives Lifeline, or if you participate in one of these programs:

- Supplemental Nutrition Assistance Program (SNAP), formerly known as Food Stamps
- Medicaid
- Special Supplemental Nutrition Program for Women, Infants, and Children (WIC)
- Supplemental Security Income (SSI)
- Federal Public Housing Assistance (FPHA) (including Housing Choice Voucher (HCV) Program (Section 8 Vouchers), Project-Based Rental Assistance (PBRA)/202/811, Public Housing, and Affordable Housing Programs for American Indians, Alaska Natives or Native Hawaiians)
- Veterans Pension and Survivors Benefit

- Free and Reduced-Price School Lunch Program or School Breakfast Program, including at U.S. Department of Agriculture (USDA) Community Eligibility Provision schools
- · Received a Federal Pell Grant in the current award year

Additional information can be found here <a href="https://www.maineconnectivity.org/affordability">https://www.maineconnectivity.org/affordability</a>

**MCGRATH POND ROAD** – Working with residents and our Road Commissioner as they are concerned about the speed on this road and any options available to review and reduce the speed for safety reasons.

**CEMETERIES** – I spoke with Sexton Cory Alexander about the ability to offer an interactive map of Pine Grove Cemetery online. CIMS offers a burial search feature at an up-front cost of \$1,500 as a set up fee and \$800 annually thereafter for hosting. This could be taken out of the Cemetery budget and would be a great service to the public. I have included information for your review.

**TAX STABILIZATION PROGRAM FOR SENIORS -** The LD 290 "Property Tax Stabilization for Senior Citizens" program, enacted in August 2022, was repealed by the Maine Legislature on July 6, 2023, with an effective date of Oct. 11, 2023.

The Property Tax Fairness Credit, which currently allows eligible Mainers to take a \$1,500 credit, has increased to \$2,000; it also loosens limits on the program in a way that allows the benefits to remain constant for a Mainer whose spouse passes away. Note: This program is not administered by the Town of Scarborough; to claim the credit, you must file Form 1040ME and Schedule PTFC/STFC for the tax year during which the property tax or rent was paid. For help, call 207-624-9784. For more info, please visit: <a href="www.maine.gov/revenue/taxes/tax-relief-credits-programs/income-tax-credits/property-tax-fairness-credit">www.maine.gov/revenue/taxes/tax-relief-credits-programs/income-tax-credits/property-tax-fairness-credit</a>

The State Property Tax Deferral Program, a lifeline loan program that covers the annual property tax bills of Maine seniors age 65 and older who cannot afford to pay them on their own, has been expanded. It doubles the income limit on that program to \$80,000 and also raises asset limits. Taxes must be paid back when the home is sold or becomes part of an estate. Note: This program is not administered by the Town of Scarborough; questions on this State managed program can be referred to Maine Revenue Services, Property Tax Division, at 207-624-5600 or prop.tax@maine.gov. For more info, please visit:

www.maine.gov/revenue/taxes/tax-relief-credits-programs/property-tax-relief-programs/deferral-program

#### On the radar

Water Trustee appointments (2 positions open)
Comprehensive Plan Committee / Plan updates (KVCOG contracted for updates)
LD 2003
Possible Broadband Committee
Strategic Planning/Goals for 2023

Permit/Code Enforcement Modules – updates Truck for Facilities CFAS repairs American Rescue Fund expenditures (finalize) Tax Stabilization Reimbursement (LD290) Brown Tail Moth Treatment April 2024

## In the Know: LD 290 "Property Tax Stabilization for Senior Citizens" repealed by State Legislature; two tax relief programs being expanded

BY SCARBOROUGH ASSESSING DEPARTMENT

The LD 290 "Property Tax Stabilization for Senior Citizens" program, enacted in August 2022, was repealed by the Maine Legislature on July 6, 2023, with an effective date of Oct. 11, 2023. The popularly regarded program had allowed Maine seniors 65 and older who owned a permanent residence for at least 10 years and were receiving (or eligible for) a homestead exemption, to freeze taxes at the previous year's level regardless of income.

The repeal of this program means there will be no reapplication process and no need to follow-up with the Assessing Department in late August/early September, as previously communicated. Although the program has been repealed, initial applications will still be administered this year for the upcoming Tax Commitment in August 2023. As a result, approximately 1,850 eligible Scarborough applicants will only be responsible for the "frozen" property tax bill amount for the 2023-2024 billing cycle — this amount will be equal to the tax amount the owner was billed in 2022-2023, unless their new billed amount would be lower, in which case they'd owe the lower of the two amounts. Per the law, the State will reimburse the Town for 100% of the difference between actual and frozen taxes.

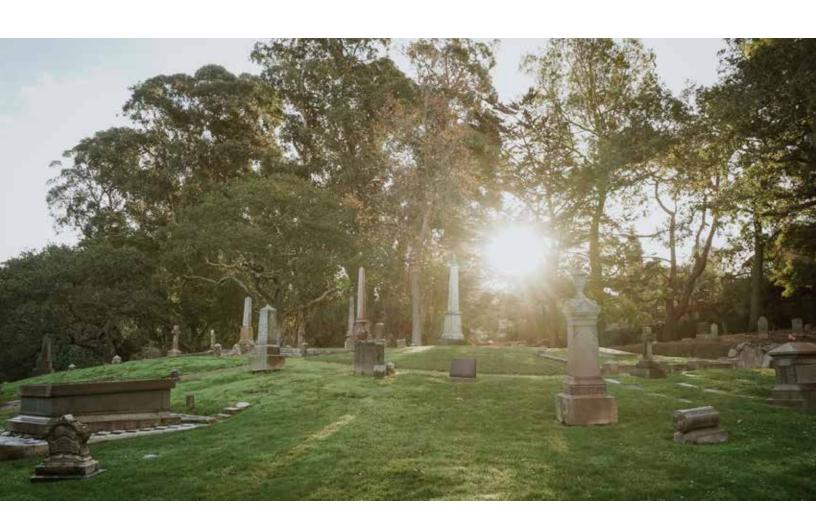
It is important to note that these are State programs and while the Town plays a role in the administration of them, the Town is not responsible for the policy objectives of these initiatives. Any questions or concerns owners have regarding this program should be directed to your legislative representative. To find your representative, please visit: <a href="https://legislature.maine.gov/senate/">https://legislature.maine.gov/senate/</a>.

To help lower-income seniors avoid higher property taxes and remain in their homes, two existing State programs are being expanded:

The Property Tax Fairness Credit, which currently allows eligible Mainers to take a \$1,500 credit, has increased to \$2,000; it also loosens limits on the program in a way that allows the benefits to remain constant for a Mainer whose spouse passes away. Note: This program is not administered by the Town of Scarborough; to claim the credit, you must file Form 1040ME and Schedule PTFC/STFC for the tax year during which the property tax or rent was paid. For help, call 207-624-9784. For more info, please visit: <a href="https://www.maine.gov/revenue/taxes/tax-relief-credits-programs/income-tax-credits/property-tax-fairness-credit">www.maine.gov/revenue/taxes/tax-relief-credits-programs/income-tax-credits/property-tax-fairness-credit</a>

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## **Quote for Burial Search Implementation**

Town of Belgrade 17142

July 19, 2023



July 19, 2023

Subject:

Cory Alexander Town of Belgrade 1 Center Dr. Belgrade, ME 04917 BURIAL SEARCH QUOTE FOR THE TOWN OF BELGRADE

Dear Cory,

First of all, I would like to thank you for choosing CIMS as your cemetery management software. We were confident that you would be pleased with this decision. Your staff now has all cemetery information at their fingertips and will be able to better serve your customers and make more efficient use of their time.

You recently mentioned possibly adding Burial Search to your current CIMS package, making some of your cemetery's data accessible to the public online. Since your CIMS files are already in the cloud, we can make your interactive website live on www.burialsearch.com very quickly. People seeking information about their loved ones or genealogists can use this website to look up information on burials or space owners, all from the comfort of their own home, 24 hours a day.

Beginning this project is simple. Just return a signed copy of the quote on page 7. If you have any questions or concerns, please feel free to contact me at (800) 332-7532. We look forward to continuing a long, successful relationship with you.

Sincerely,

### Rebecca Morris

Rebecca Morris CIMS Project Manager



# **Burial Search Public Portal**

CIMS Platinum

✓ CIMS Gold

✓ CIMS Light

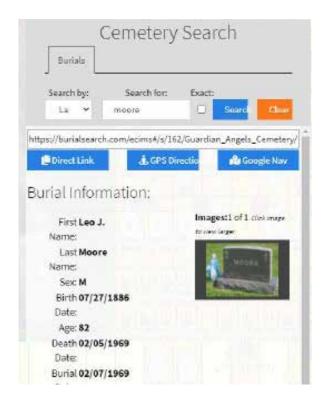
### Your cemetery data, shared with your community

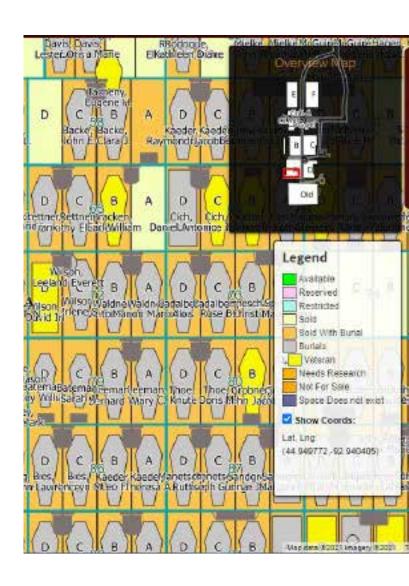
Burial Search is an interactive database that can be accessed at www.burialsearch.com.

Adding this option to your CIMS package allows you to share data and maps with people seeking information about their loved ones or genealogists doing research. As soon as a cemetery representative enters data into CIMS, it will immediately be accessible on Burial Search.

### **Burial Search features**

- Search all burials in a given cemetery by first or last name, location, birth date, death date or burial date
- Determine which spaces are sold and which are available
- Print cemetery maps (for CIMS Gold and CIMS Platinum users)
- View images stored in CIMS





# **Burial Search Public Portal**

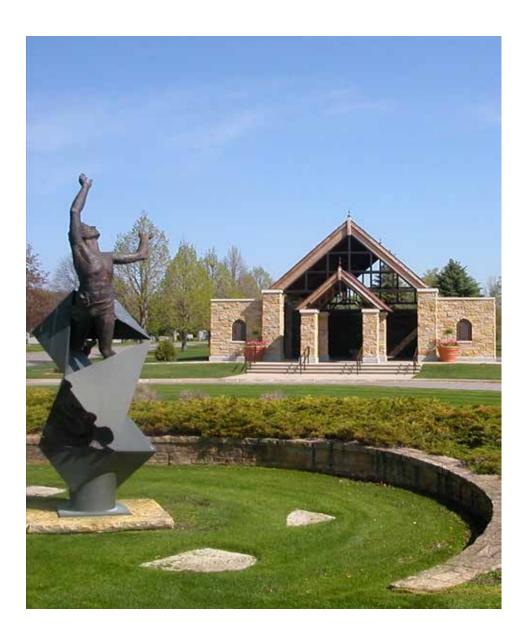
✓ CIMS Platinum

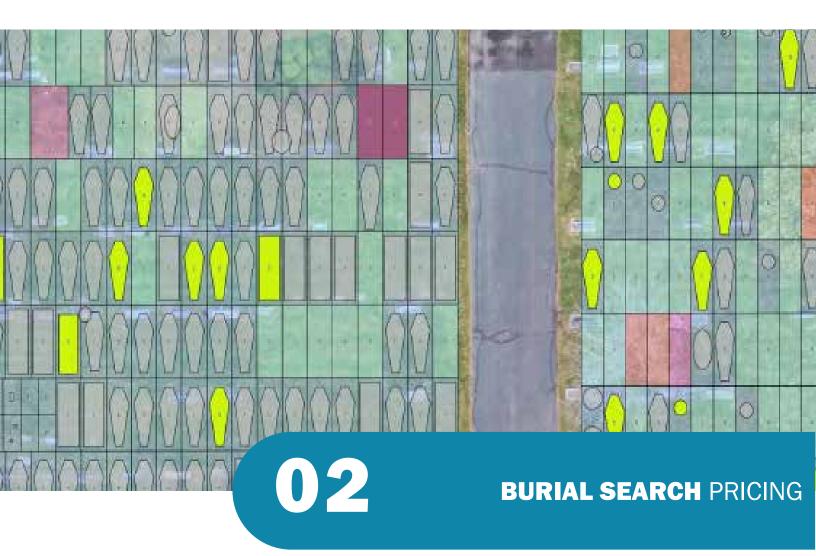
✓ CIMS Gold

CIMS Light

### How will my project be executed?

Ramaker will provide an interactive website at www.burialsearch.com with your cemetery's information. Once we receive a signed copy of the Burial Search quote, Ramaker will discuss how you would like your site to look and what information you want viewable to the public. Shortly after we receive the information about your site configuration, your information will be accessible online. We will also create and send you a PDF flyer with a QR code to display in your cemetery office so visitors can easily access your Burial Search site right from their smartphone.





## Burlal Search

## implementation costs

		CIMS PLATINUM
Burial Search public portal		\$1,500 setup fee
Burial Search annual hosting fee		\$800/year
Total:		<b>\$1,500</b> + \$800/year

By signing this contract, you agree that this is an Software.	addendum to the original contract for CIMS Cemetery
Town of Belgrade Cemetery Official	 Date