

# TOWN OF BELGRADE



September 20, 2022

## SELECTBOARD MEETING

6:30 p.m.

TOWN OF BELGRADE  
**Meeting Agenda**  
BOARD OF SELECTPERSONS  
**SEPTEMBER 20, 2022 / 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**

**Pledge of Allegiance**

**Public Comments**

**OLD BUSINESS**

Review September 6 Meeting Minutes (Action)

Bench Request / Mr. Beck, to be placed in the Village (Action)

Finalize Cooperative Agreement / Maine D.O.T. – Belgrade Water System (Action)

Minot Hill Road Chip Sealing: Update, discussion / Road Commissioner (Action)

Town Office Hours (Action)

**NEW BUSINESS**

Dalton Property: Updates on plumbing, electrical / Facility Maint. Supervisor (Action)

2023 Budget: Set meeting dates and times (Action)

Review, approve AP Warrant #106 \$1,149,265.29; Payroll Warrant #104 \$16,742.48 (Action)

Health Officer Resignation (Action)

Payroll Disbursement Policy Revision (Action)

Request from Belgrade PTO re: Bingo (Action)

**TOWN MANAGER'S REPORT**

See attached

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

**UPCOMING MEETINGS:**

Road Committee 9/21/22 at 6:30 p.m.

Select Board 10/4/2022 at 6:30 p.m.

- REVIEW and APPROVE MEETING MINUTES (Action)

**Town of Belgrade**  
**Board of Selectpersons**  
**MEETING MINUTES**

September 6, 2022

This meeting can be viewed at: <https://youtu.be/DtzHoyG5H0c>

**Present:** Chair Melanie Jewell, Selectperson Carol Johnson, Selectperson Barbara Allen, Town Manager Lorna Nichols, Town Clerk Mary Vogel, Planning Board Chair Peter Rushton, Bruce Galouch, Dan MacGlashing, Scott Nichols, Mark Chrisos, Diane Oliver, Christine Emmons, Kathy Atkinson, Jamie Dionne, Liz Fontaine, Sara H. Languet, Lennie Goff, Craig Alexander, Jan Partridge.

**Remote Attendees:** Lenny Reich, Nicholas Alexander, Selectman Dan Newman, Linda Sprague, Linda Bacon, Selectman Rick Damren, Richard Bourne, Travis Warren, Me DOT Tony Beaulieu, Me DOT Devan Eaton, Justin, Kate Beales.

**Chair Melanie Jewell called the meeting to order at 6:34 p.m.**

**Pledge of Allegiance**

**PUBLIC COMMENT**

Selectperson Barbara Allen publicly thanked Town Clerk Mary Vogel for serving as Interim Town Manager until the Town hired a permanent Town Manager.

**OLD BUSINESS**

***August 16, 2022, Minutes***

**Chair Melanie Jewell moved to accept the minutes of August 16, 2022, as written, Selectperson Barbara Allen seconded, vote 4-1 with Selectman Rick Damren abstaining.**

***Request for a bench to be placed in Belgrade Lakes Village – Mr. Beck***

Recreation Direction Dan MacGlashing shared that Parks and Recreation had come up with several places for the bench to include the Center for All Seasons, all parks, and the Village. Long Pond Park on Lake Shore Drive or Peninsula Park would be suitable. They were asked to identify a place for the bench that Mr. Beck would like to purchase in memory of his late wife.

Diane Oliver (Friends of Belgrade Business Group) indicated that through fundraising efforts, the group had sold fifteen benches, nine bicycle racks and thirty-six lamp posts



for the Village area beautification project. They currently have 9-10 people on a waiting list to memorialize loved ones. She is not sure if you could purchase only one bench but the group is happy to work with the Town, Parks and Recreation to ensure continuity of future purchases.

Kathy Atkinson (Friends group member) asked if the Town accepted the \$5,000 donation for the bench – are they now moving into fundraising activities? Does not adding benches require a referendum vote to place the bench?

Town Clerk Mary Vogel stated that the prior referendum question was to accept the gift(s) of benches from a private group, not to place them.

After additional discussion, **Selectperson Barbara Allen moved to table this and to set up a working group representing representatives of the Facilities and Maintenance Department, Parks and Recreation, the Friends Group and the Select Board to work out any issues and concerns; Selectperson Carol Johnson seconded, vote 5-0.**

### ***Discussion and finalization of amendments to the Town of Belgrade Commercial Development Review Ordinance***

Peter Rushton, Chair of the Planning Board presented the final draft of the proposed solar facility regulations and other amendments to Belgrade's existing Commercial Development Review Ordinance with two substantive changes:

1. The addition of the language discussed at the August 2nd meeting to extend the life of a permit under this ordinance for a solar facility previously approved by the Planning Board from a maximum of 24 months to a maximum of 48 months, if its permit expired while the moratorium was in effect, preventing reapplying for approval.
2. The elimination of prohibitions on siting new commercial solar facilities in the Shoreland Zone, and in the Village and the Critical Resource Conservation Districts as described and mapped by the 2014 Comprehensive Plan. The Courts have ruled that such a provision is only permissible if part of a town zoning ordinance. Belgrade's only zoning is of course its Shoreland Zoning Ordinance. The Planning Board discussed the possibility at its last meeting to amend that ordinance to prohibit commercial solar facilities in the Shoreland Zone, in time for next Town Meeting. In the interim, the Planning Board included a new setback, requiring new commercial solar facilities to be setback 250 or more feet from the normal high-water line of a "great pond" (ponds larger than 10 acres). This would apply to all the Belgrade Lakes, but not to wetlands and streams within the Shoreland Zone.

He reminded the Board there is a tight timeline to get this on the November ballot. The Planning Board has worked on this over the last year with a lot of effort and many meetings in a public forum to arrive at the final language.

Mark Chrisos of Summit Ridge Energy stated they have been working on a 65-acre solar project for Belgrade but according to the ordinance, they can only cut ten acres or less. Other farms in Maine are larger than 10 acres (average 50-60 acres). He felt the ordinance was doing harm to the Town due to these restrictions and wondered if there could be other variances to allow for larger solar projects.

Craig Alexander, Planning Board member responded to Mark that he is a businessman, builder and member of the Planning Board. Ordinances are put in to protect the lakes and this ordinance is consistent with other ordinances of the Town (i.e., Shoreland Zoning, Subdivision, Commercial) – they are all tough and consistent.

**Selectman Rick Damren moved to approve and finalize the amendments to the ordinance as presented, seconded by Chair Melanie Jewell, vote 5-0.**

## **NEW BUSINESS**

### ***Motion to hire and approve the contract with the new Town Manager – Lorna Dee Nichols***

**Selectman Rick Damren moved to approve the 3-year contract and hire Lorna Dee Nichols as Town Manager for the Town of Belgrade, seconded by Selectperson Barbara Allen, vote 5-0.**

### ***Maine Department of Transportation – Castle Island Road Closure Discussion***

Me DOT representatives Tony Beaulieu and Devan Eaton presented a slideshow presentation and discussion on the Narrows West Bridge project.

Of concern is the access and detour routes, snowplowing, school bus turn-around areas, emergency services access, etc.

After much discussion, it was decided to have the Town Manager set up an on-site meeting with Me DOT, the Warren brothers, RSU 18 Transportation Director Lennie Goff, the Belgrade Fire Department, Rome Fire Department, Mt. Vernon Fire Department and Select Board members from Belgrade, Rome and Mt. Vernon for some time the week of September 12. This meeting will give those in attendance a first-hand look at the area and what spots are most advantageous for plowing, school bus turnarounds and emergency services access so that these decisions can be made between all stakeholders.

## **General Election November 8, 2022, Municipal Ballot Warrant Articles**

Commercial Development Review Ordinance

**Chair Melanie Jewell moved to approve and add this article to the Warrant for November 8, Selectperson Barbara Allen seconded, vote 5-0.**

**Select Board recommends 5-0**

Maine DOT Belgrade Cooperative Agreement Revised-Belgrade Water System Agreement

**Selectman Rick Damren moved to approve and add this article to the Warrant for November 8, Selectman Dan Newman seconded, vote 5-0.**

**Select Board recommends 4-1**

Road Reserve Account – Budget Overages

**Chair Melanie Jewell moved to approve and add this article to the Warrant for November 8, Selectperson Carol Johnson seconded, vote 5-0.**

**Select Board recommends 5-0**

Acceptance of funds from First Responders Memorial Committee & setup a perpetual care fund

**Chair Melanie Jewell moved to approve and add this article to the Warrant for November 8, Selectperson Carol Johnson seconded, vote 5-0.**

**Select Board recommends 5-0**

Town Clerk Mary Vogel will send out to the Budget Committee for their approval.

**Chair Melanie Jewell moved to set the Public Hearing date for the Warrant on October 4 at 6:30 p.m., Selectperson Carol Johnson seconded, vote 5-0.**

***Request for Proposals – Fuel, Propane & Off-Road Diesel***

Paul Nadeau's recommendation is to wait as prices are dropping, the Town should wait to lock in. The number of fuel gallons have been provided to AFC Comfort. The RFP will be sent out to those companies included in the past.

**Chair Melanie Jewell moved to table the RFP until the October 4 meeting with a 3-week window for the deadline, Selectperson Barbara Allen seconded, vote 5-0.**

***Code Enforcement Officer – Richard Greenwald - Updates***

Richard was not in attendance. Richard has submitted a letter of resignation effective September 15 which included a list of pending items:

“The barn at the 7 Lakes Inn has a pending internal plumbing permit. I believe that a plumbing line from the barn was tied into the existing septic system. This was done without a permit.

Before an internal plumbing permit is issued, that pipe from the barn to septic needs to be dug up and inspected. Also, the Owner needs to get a permit for that job and pay twice the fees, as it was done unpermitted. If a bedroom is added to the barn, the HHE-

200 (septic information) needs to be evaluated to see if it can pump an additional ninety gallons per day, as is the plumbing code.

Alanna York at 142 Woodland Camp Road put granite stairs into the water with only a Permit by Rule from the D.E.P. Additionally, she laid large flag stones on the property without a permit. She has since filled out permits for both and will go before the Planning Board on 9-15-22. The results of that meeting will determine if her work is all set or if there needs to be some corrective action.

I currently have eight shore land permits, two of which are incomplete.”

Abutting landowners Kate Beales and Jan Partridge spoke about issues with the Barn: water, septic, parking and commercial permitting.

### ***Abatements***

Robert & Sylvia Eppig - \$106.12

**Chair Melanie Jewell moved to approve, Selectperson Carol Johnson seconded, vote 4-1 with Selectman Dan Newman abstaining.**

Depot Pit LLC - \$844.36

**Chair Melanie Jewell moved to approve, Selectperson Carol Johnson seconded, vote 4-1 with Selectman Dan Newman abstaining.**

Jonathan & Ruth Bayless - \$319.14

**Chair Melanie Jewell moved to approve, Selectperson Carol Johnson seconded, vote 4-1 with Selectman Dan Newman abstaining.**

Julie, David, Joseph Oliver - \$224.55

**Chair Melanie Jewell moved to approve, Selectperson Carol Johnson seconded, vote 4-1 with Selectman Dan Newman abstaining.**

Mark Damren - \$ 530.61

**Chair Melanie Jewell moved to approve, Selectperson Carol Johnson seconded, vote 4-1 with Selectman Dan Newman abstaining.**

Michael & Juliann Donahue - \$2,759.17

**Chair Melanie Jewell moved to approve, Selectperson Carol Johnson seconded, vote 4-1 with Selectman Dan Newman abstaining.**

Mary Susan Larenson - \$4,841.62

**Chair Melanie Jewell moved to approve, Selectperson Carol Johnson seconded, vote 4-1 with Selectman Dan Newman abstaining.**

### ***Supplementals***

Melissa & William Grousse - \$4,841.62

**Chair Melanie Jewell moved to approve, Selectperson Carol Johnson seconded, vote 4-1 with Selectman Dan Newman abstaining.**



- BENCH REQUEST (Action)

## Delegation of Authority

to Request or Accept of Grants/Gifts/Donations (\$5000 or less in value)

to the


Town of Belgrade

Frequently Town Boards and Committees or staff receives notice of the availability of small grants/gifts/donations that are available to the Town and are required to respond on a short notice. Citizens of the Town of Belgrade annually vote at Town Meeting to authorize acceptance of such small grants/gifts/donations as provided for in 30-A M.R.S.A. §5653 - *Gifts of money or property in trust*. Sometimes the timelines associated with the application for or acceptance of such grants/gifts/donations occurs before a regularly scheduled Board of Selectpersons' meeting.

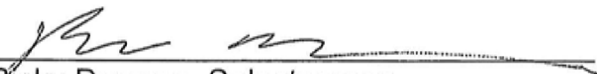
Therefore, the Board of Selectpersons hereby delegates the Town Manager the authority to apply for or accept such grants/gifts/donations pursuant to the following guidance:

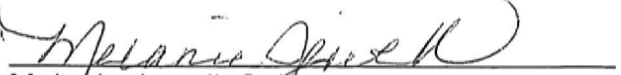
1. That the grants/gifts/donations are no greater than \$5000 in value.
2. At the next regularly scheduled Board of Selectpersons' meeting after approval of the request for or acceptance of such grants/gifts/donations the Town Manager must provide relevant information on the amount of and purpose for the grants/gifts/donations that have been accepted.
3. Any/all accounts established by the Treasurer for the purpose of tracking the grants/gifts/donations received must be preapproved by the Town Manager.

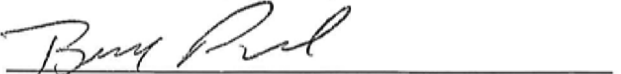
Authorized by the Board of Selectpersons on this date: 2-16-10

  
Dan Newman, Chairperson

  
Christopher W. Merrow, Vice-Chairperson

  
Ricky Damren, Selectperson

  
Melahie Jewell, Selectperson

  
Bruce Plourd, Selectperson

## Lorna Dee Nichols

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**From:** Carol Johnson  
**Sent:** Thursday, July 28, 2022 8:39 AM  
**To:** Mary Vogel; Dennis L. Keschl  
**Subject:** Re: A bit of "good news"

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**From:** Mary Vogel <townclerk@townofbelgrade.com>  
**Sent:** Thursday, July 7, 2022 9:34:04 AM  
**To:** Dennis L. Keschl <townmanager@townofbelgrade.com>; Carol Johnson <cjohnson@townofbelgrade.com>  
**Subject:** RE: A bit of "good news"

I totally agree!

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

**From:** Dennis L. Keschl <townmanager@townofbelgrade.com>  
**Sent:** Thursday, July 7, 2022 9:31 AM  
**To:** Mary Vogel <townclerk@townofbelgrade.com>; Carol Johnson <cjohnson@townofbelgrade.com>  
**Subject:** Re: A bit of "good news"

I know that benches were expensive...also this would have to go before BPR and then the Selectpersons! I think that it would be great to have it in the park! Many towns allow memorial benches on public property for use by the public. OOB has more on the beach than I can count! Seems like the Town might want to establish a policy on this!

Denny

Sent from my U.S.Cellular© Smartphone  
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**From:** Mary Vogel <townclerk@townofbelgrade.com>  
**Sent:** Thursday, July 7, 2022 9:24:24 AM  
**To:** Carol Johnson <cjohnson@townofbelgrade.com>  
**Cc:** Dennis L. Keschl <townmanager@townofbelgrade.com>  
**Subject:** RE: A bit of "good news"

Good morning Carol,



I reached out to Dianne Oliver about the benches that were purchased by the Friends of Belgrade Lakes Village. Were you part of the friends? I have someone who wants to purchase a bench to be placed in the Village Green, in memory of his wife. He would like to know the cost; do you have this info?

I am going to send him the cost and then told him because they belong to the Town of Belgrade, the request to place it in the Village Green would have to go on the agenda for the board of selectpersons for their approval.

If you have this info, would you please send it over?

Thank you

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

**From:** Carol Johnson <[cjohnson@townofbelgrade.com](mailto:cjohnson@townofbelgrade.com)>

**Sent:** Thursday, July 7, 2022 8:05 AM

**To:** Dennis L. Keschl <[townmanager@townofbelgrade.com](mailto:townmanager@townofbelgrade.com)>; Barbara Allen <[ballen@townofbelgrade.com](mailto:ballen@townofbelgrade.com)>; Daniel Newman <[dnewman@townofbelgrade.com](mailto:dnewman@townofbelgrade.com)>; Dan Newman <[Dan.newman615@gmail.com](mailto:Dan.newman615@gmail.com)>; Mary Vogel <[townclerk@townofbelgrade.com](mailto:townclerk@townofbelgrade.com)>; Melanie Jewell <[Mjewell@townofbelgrade.com](mailto:Mjewell@townofbelgrade.com)>; Richard Damren <[rdamren@townofbelgrade.com](mailto:rdamren@townofbelgrade.com)>; Ricky Damren ([oak934@yahoo.com](mailto:oak934@yahoo.com)) <[oak934@yahoo.com](mailto:oak934@yahoo.com)>

**Subject:** Re: A bit of "good news"

Wonderful news. This should be read into the minutes at the next Selectboard meeting! Terrific job by the entire team and their professionalism was show again in supporting Rome at the Nickerson Lane fire.

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**From:** Dennis L. Keschl <[townmanager@townofbelgrade.com](mailto:townmanager@townofbelgrade.com)>

**Sent:** Wednesday, July 6, 2022 3:36:24 PM

**To:** Barbara Allen <[ballen@townofbelgrade.com](mailto:ballen@townofbelgrade.com)>; Carol Johnson <[cjohnson@townofbelgrade.com](mailto:cjohnson@townofbelgrade.com)>; Daniel Newman <[dnewman@townofbelgrade.com](mailto:dnewman@townofbelgrade.com)>; Dan Newman <[Dan.newman615@gmail.com](mailto:Dan.newman615@gmail.com)>; Dennis L. Keschl <[townmanager@townofbelgrade.com](mailto:townmanager@townofbelgrade.com)>; Mary Vogel <[townclerk@townofbelgrade.com](mailto:townclerk@townofbelgrade.com)>; Melanie Jewell <[Mjewell@townofbelgrade.com](mailto:Mjewell@townofbelgrade.com)>; Richard Damren <[rdamren@townofbelgrade.com](mailto:rdamren@townofbelgrade.com)>; Ricky Damren ([oak934@yahoo.com](mailto:oak934@yahoo.com)) <[oak934@yahoo.com](mailto:oak934@yahoo.com)>

**Subject:** A bit of "good news"

A bit of "good news"...Attached is a "Thank you" note to the Belgrade Fire and Rescue. It came with donation check for \$1000. Kudos to the Fire and Rescue folks.

Denny

Dennis L. Keschl  
InterimTown Manager  
Town of Belgrade

**Office:** 207-495-2258

**E-mail:** [townmanager@townofbelgrade.com](mailto:townmanager@townofbelgrade.com)

**Cell:** Website: [www.townofbelgrade.com](http://www.townofbelgrade.com)

**Facebook:** <https://www.facebook.com/belgrademaine/>

**Town Office**

990 Augusta Road  
Belgrade, ME 04917

## Lorna Dee Nichols

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**From:** Diane Oliver <daysstore.diane@gmail.com>  
**Sent:** Tuesday, September 13, 2022 7:20 AM  
**To:** Lorna Dee Nichols  
**Subject:** Re: Ad Hoc Committee re: Bench for Mr. Beck

### EXTERNAL MESSAGE:

Lorna,

I will not be available at 10am on Wednesday to meet, and the other two interested members are also unavailable.

I will include a few points which I would have hoped to bring to the meeting.

1. Does the Town of Belgrade have a policy on gifts, and accepting gifts in general?
2. The look, feel, sense of the village sidewalks, bench's, and bike racks were a planned design. Consistency in the look of other bench's in Belgrade should remain the same.
3. I feel the Friends would consider working with the Town on identifying places on Town property where bench's and bike racks could be placed. This inventory would include all Town property at parks and community centers in all areas of Belgrade.
4. The Friends, in fund raising for the bigger plan of brick sidewalks and pedestrian lighting; used what tangible items were available and allowed naming opportunities to those that wanted at specific dollar amounts. The dollar amounts were not reflective of the cost of the item, but were reflective of the total budget. We had approached the select board and discussed our desire to work with the town on the next phase of the village enhancement which is intended to include an off street parking site and comfort station. Would the Town consider allowing the Friends to organize the purchase and placement of bench's and bike racks on identified properties as a fund raising component of our next phase.
5. Whether or not the Friends purchase and place the next bench I would hope the Town would consider using the \$5,000 bench price, it shows equity in how individuals are treated. At this point we really don't know what the cost of a bench would be.
7. The Friends have had several requests for additional bench's and bike racks since the completion of the road project. We have kept a list of names, hoping we could accommodate some with the second phase of our project. We are all emphatic to individuals and families who want to memorialize there loved ones here in Belgrade, it's a great community to be a part of for now and eternity. We all need to think about the possibilities that can arise from this decision.
8. Gifts to the Town are given, I think; out of a wanting to connect to the place that you love and that feels like home. I would hope the Town would recognize these gifts as they are intended and give thanks to the individuals or organizations that gave them. Accept them as determined, steward and take care of them; and not to reflect on them as possessions and maintenance issues.

The above ideas and opinions are mine and do not necessarily reflect the board of the Friends of Belgrade Lakes Village. The Friends as a group wants to work with the Town, the timing on this ad hoc meeting just didn't work.

Wednesdays are always bad days for me, I can normally be available any other given morning. I think evening meetings would work better for the other two members. Carol can hopefully reflect on the Friends intentions.

Please reach out if you have questions.

Diane

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## SALES QUOTE

Sales Quote No: SQ121739  
 Revision Number: 0  
 Sales Quote Date: 09/13/22

**Sell To:**

Lorna Dee Nichols  
 6 Manchester Road  
 Belgrade, ME 04917

Customer No: C026862  
 Phone No: 207-495-2258  
 Contact Name:  
 Contact Phone No:  
 Terms: Net 30  
 Associate: Florence Gbenro

**Project Name:** BECK/BELGRADE

**Project Location State:** ME

**Ship To:**

Town of Belgrade  
 990 Augusta Rd  
 Belgrade, ME 04917

Ship Via: Contract Carrier  
 Ship Freight: Prepaid  
 Shipping Method: FOB Factory

This Quote is valid for 30 days.

Estimated Lead Time: Allow 7 to 9 (weeks)  
 for Production of your order.

*All credit determinations are made by our Credit Department.*

**Comments:**

- \* Orders are released into production upon receipt of signed sales/purchase order, credit determination and (where applicable) deposit, payment bond, etc.
- \* All products must be permanently affixed to the ground. Consult your local codes for regulations. Anchor bolts NOT provided.
- \* Common Carrier unloading is the responsibility of the receiver.
- \* While the vast majority of our components satisfy Buy America requirements, we must know if there are Buy America requirements before the order is placed.
- \* It is the buyer's sole responsibility to inspect shipments at the time of delivery; any damage, loss, or shortage must be noted on the signed Proof of Delivery and reported to Victor Stanley within seven (7) days.
- \* This quote is valid for shipment within normal production time. No deferred shipping dates are accepted without prior written approval.
- \* Benches, other seating and tables ship partially unassembled unless otherwise stated by Victor Stanley, Inc.
- \* Victor Stanley uses common carriers. Any additional service or re-consignment charges added during shipment will be the sole responsibility of the Buyer.
- \* These comments are intended to be part of the terms and conditions of this sales quote.

QTY	Model No.	Description	Unit Cost	Total Price
1	CR-196	Classic Series Contoured Bench CR-196 Components 6-Ft Scrolled Vertical Steel Slats Black **This Bench is Shipped Fully Assembled**	1,868.00	1,868.00
1		Freight	574.00	574.00

Sub-Total: 2,442.00  
 Tax: 0.00  
 Total: 2,442.00

*All figures are in US Dollars*

Many Victor Stanley, Inc. products are covered by patents including but not limited to the following:  
 USA Patents D458,431 S; D441,932 S; D452,760 S; D450,166 S; D445,982 S; D483,538 S; D487,177 S; D487,537 S; D487,538 S; D464,238 S; D478,455 S; D476,454 S; D417,053; 6,339,944 B1; D365,231; 5,660,907; 5,791,047; D398,012; D376,937; D363,615; D376,271; D384,512; D523,269 S; D532,620 S; D528,805 S; D585,793 S; D582,169 S; D578,742 S; D579,694 S; D505,220 S; D573,760 S; D573,769 S; D553,821 S; D555,209 S; D560,144 S; D579,684 S; D578,783 S; D581,173 S; D581,188 S; D563,689 S; D579,227 S; D579,685 S; D542,803 S; D561,967 S; D505,916 S; D595,916 S; D500,570 S; D601,770 S; D602,221 S; D608,271 S; D595,873 S; D601,823 S; D607,229 S; D609,933 S; D586,062 S; D621,295 S.  
 Canada 998101; 98040; 96159; 99103; 99106; 110653; 110554; 117181; 126744; 126322; 126323; 130714; 130717; 126317; 126318; 126319; 126320; 126321; 130652; 130653; 130715; 130716. Canada Patent 2,184,348. Mexico Reg. Des. 001871; 28182.  
 EC Reg. Des. 000475579-0001; 000503297-0001; 000762638-0001; 000961404.  
 Other Patent(s) Pending.



## STANDARD TERMS OF PRODUCTION

### TAXES

Prices on the specified products are exclusive of all city, state and federal excise taxes, including, without limitation, taxes on manufacture, sales, receipts, gross income, occupation, use and similar taxes. It is the responsibility of the purchaser to remit to the appropriate state or local authority all state sales tax not herein designated as well as the applicable use taxes, local taxes, permits and fees of any kind.

### REGULAR PAYMENT TERMS

All payment terms are determined by the credit department. No order will be processed or placed into production until credit has been determined and a deposit has been received (if required). Purchaser is responsible for the timely payment of Victor Stanley's invoices within Victor Stanley's payment terms. In the unlikely event that collection activity is necessary due to the non-payment of past due invoices, Purchaser agrees that all collection charges, legal fees and interest incurred in such collection activity will be the sole responsibility of the Purchaser.

### CANCELLATION FEE

Victor Stanley, Inc. manufactures all products to specific orders, and therefore reserves the right to charge a 30% cancellation fee if this order is canceled by the Buyer while goods are in production.

### DELIVERY

All prices are FOB Factory unless otherwise stated by Victor Stanley, Inc. in writing.

### INTEREST

If Buyer fails to pay in accordance with the terms of this agreement, an interest charge of 1.5% per month may be added to the unpaid balance.

### ATTORNEYS' FEES

In the event that the Buyer fails to timely pay for the goods in accordance with the terms of this agreement or is otherwise in breach of its obligations to Victor Stanley, Inc., Buyer agrees to pay to Victor Stanley, Inc. the cost of collection, including its reasonable attorney's fees and suit costs.

### DELAYS

Our lead time is an estimate only and Victor Stanley, Inc. is not responsible for any delays in our previously quoted or estimated shipping time. Victor Stanley, Inc. will not be liable for any damages, whether direct, indirect or consequential, associated with any delay in the performance of orders or contracts, or in the delivery or shipment of goods, or for any damages suffered by Buyer by reason of such delay. This also applies to any such delay, directly or indirectly, caused by, or in any manner arises from, production delays, fires, floods, accidents, civil unrest, acts of God, war, governmental interference or embargoes, strikes, labor difficulties, shortage of labor, fuel, power, materials, or supplies, transportation delays, or any other cause or causes (whether or not similar in nature to any of these herein before specified).

### NONCONFORMITY

All products made by Victor Stanley, Inc. are inspected before shipment, and should any of such materials prove defective due to faults in manufacture, or fail to meet the written specifications accepted by Victor Stanley, Inc., Buyer shall not return the goods, but notify Victor Stanley, Inc. immediately, stating full particulars in support of claim, and Victor Stanley, Inc. will either replace goods upon return of the defective or unsatisfactory material or adjust the matter fairly and promptly, but under no circumstances shall Victor Stanley, Inc. be liable for consequential or other damages, losses, or expenses in connection with or by reason of the use of or inability to use materials purchased for any reason.

### LIMITED WARRANTY

We warrant to the original purchaser the goods manufactured by us to be free from defects in material and workmanship for one year under normal use and service. Our obligation under this warranty shall be limited to the repair or exchange of any part or parts which may thus prove defective under normal use and service within one year from date of delivery, and which our examination shall disclose to our satisfaction to be defective. This warranty expressly excludes acts of misuse, vandalism or freight damage. Ductile Iron castings include a 10-year limited warranty against breakage. **THIS WARRANTY IS EXPRESSLY IN LIEU OF ALL OTHER WARRANTIES EXPRESSED OR IMPLIED INCLUDING THE WARRANTIES OF MERCHANTABILITY AND FITNESS FOR USE AND OF ALL OTHER OBLIGATIONS OR LIABILITIES ON OUR PART.**

### CONDITIONS

All orders or contracts are accepted with the understanding that they are subject to Victor Stanley, Inc.'s ability to obtain the necessary raw materials, and all orders or contracts as well as shipments applicable thereto are subject to Victor Stanley, Inc.'s current manufacturing schedules, and government regulations, orders, directives, and restrictions that may be in effect from time to time.

### CONTROLLING PROVISIONS

These terms and conditions shall supersede all provisions, terms and conditions contained on any confirmation order, or other prior or future writing by or to Buyer, and the rights of the parties shall be governed exclusively by the provisions, terms and conditions in this Sales Order. Victor Stanley, Inc. makes no representations or warranties concerning this order except such as are expressly contained herein, and this Sales Order or its terms may not be changed or modified without the signed written agreement of an authorized representative of Victor Stanley, Inc.

### CONTROLLING LAW AND VENUE

This Agreement shall be governed by and construed according to the laws of Maryland, without giving effect to its choice of law principles. The parties agree that all actions and proceedings arising out of or relating directly or indirectly to this Sales Order or any ancillary agreement or any other related obligation, including any action on any bond, shall be litigated solely and exclusively in the state or federal courts located in Maryland, and that such courts are convenient forums. Each party hereby submits to the personal jurisdiction of such courts for purposes of any such actions or proceedings.

### SHIPPING CLAIMS

It is the sole responsibility of the Buyer to inspect all shipments at the time of receipt, both by comparing the number of packages received to the number outlined on the Bill of Lading, and by inspecting the packaging for damage. Damage, loss, or shortage must be noted on the signed Proof of Delivery prior to the departure of the delivery driver, and must be reported to Victor Stanley, Inc. within seven (7) days. Replacement cannot be guaranteed for damage, loss, or shortage not clearly noted on delivery paperwork and promptly reported to Victor Stanley, Inc. This includes damage to materials that will be stored for later use.



## CR-196

The graceful cast floral hub detail and elegant curled arm offer a subtle reminder of classic garden elements in a contemporary design.

4, 6 or 8 ft (1.2, 1.8 or 2.4 m) lengths. Vertical steel scrolls. Surface mount.

### STANDARD

All fabricated metal components are steel shotblasted, etched, phosphatized, preheated and electrostatically powder-coated with TGIC polyester powder coatings.

Victor Stanley castings are genuine **DUCTILE-IRON** and carry our 10-year warranty against breakage.

### OPTIONS

Intermediate armrests.

[RETURN TO STANDARD VIEW](#)

### MATERIAL

Ductile-Iron Casting

### COLORS

#### Standard



#### Optional RAL



## COORDINATING PRODUCTS



CR-296

[compare](#)

**From:** [Daniel MacGlashing](#)  
**To:** [Mary Vogel](#)  
**Cc:** [Linda.C.Bacon@maine.gov](mailto:Linda.C.Bacon@maine.gov); [lbacon75139@roadrunner.com](mailto:lbacon75139@roadrunner.com)  
**Subject:** Bench Placement  
**Date:** Thursday, August 25, 2022 12:40:10 PM  
**Attachments:** [Peninsula park bench.jpg](#)

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Mary,

Let me know if it needs to come from somewhere else, but the rec board has unanimously recommended putting the bench in the Peninsula Park. After looking at the intentions of the donor, the available spaces and overall impact, the decision to move forward with placing it the Peninsula Park was agreed upon.

I have attached a photo of the potential placement, it would be on the point of the park, facing west.

Let me know if you would like me to forward their responses.

Any reason for delay should fall back on me, as I have had other things on my mind.

Thank you,

**Daniel MacGlashing**  
**Recreation Director**  
**Town Of Belgrade**  
**207-495-3481**

- MDOT/Town of Belgrade Water System,  
Review and Approve/Wait (Action)



# Memo

To: Board of Selectpersons  
From: Lorna Dee Nichols, Town Manager  
Date: Sept. 15, 2020  
Re: MDOT/Town of Belgrade Water System Contract

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If the Board chooses to review and finalize the MEDOT/BELGRADE agreement AFTER the November vote, the following is language provided by the Town's attorney to allow for that which would become the warrant article:

Shall the Town authorize the Board of Selectmen to enter into a cooperative agreement with the Maine Department of Transportation for the installation, maintenance, and operation of a community water system to remedy the salt-contaminated properties generally bounded by but not limited to Route 27, Route 135 and Routes 8/11, such terms and conditions of the final agreement subject to review and approval by the Board?

REVISED 09-01-22 in response to TOWN REDLINES of 8-26-22

COOPERATIVE AGREEMENT

Between the

**MAINE DEPARTMENT OF TRANSPORTATION**

and

**The MUNICIPALITY OF BELGRADE**

Regarding Groundwater Chloride Impacts and the  
Installation, Maintenance and Operation of a Community Water System

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

**BACKGROUND**

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

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

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

#### **AGREEMENT**

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

1. **Status of 2011 Agreement:** Upon the execution of this Agreement, the 2011 Agreement is void and of no further effect. All payments due from the Municipality under the terms of the 2011 Agreement have been paid in full by the Municipality in accordance with the terms thereof.
2. **Points of Contact:** Each Party shall assign a Point of Contact to be the direct contact person for all purposes associated with the Water System and all aspects of this Agreement. Appropriate contact information for each Point of Contact shall be shared between the Parties as soon as practicable.
  - a. For MaineDOT, the Region Manager for MaineDOT’s Region 2 will act as the Point of Contact. As of the effective date of this Agreement, that person is Jamie Andrews;
  - b. For the Municipality, the Town Manager will act as the Point of Contact. As of the effective date of this Agreement, that person is Interim Town Manager, Mary Vogel.
3. **Completed Actions Toward Development of the Water System:** As of the date of this Agreement, the following activities have already been completed:
  - a. The Parties have identified a number of residential and commercial properties within the Impact Area presently affected by the Groundwater Contamination Impacts (these properties, together with any future properties within the Impact Area identified as having been affected by the Groundwater Contamination Impacts, are hereafter the “**Impacted Properties**”).
    - i. Impacted Properties *presently affected* by the Groundwater Contamination Impacts as of the effective date of this Agreement and intended to be connected to the Water System upon construction completion are identified on Exhibit A as follows: lots 42, 53 (Municipal Cemetery), 55, 55-A, 55-C, 55-E, 55-F, 55-G, 58, 59-A, 59-B, 62, and 63. Notwithstanding the

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

- ii. Impacted Property *not presently affected* by Groundwater Contamination Impacts but still intend to be connected to the Water System upon construction completion is identified on Exhibit A as follows: lot 45 (the "**Municipal and MaineDOT Salt Facilities**").
  - iii. Impacted Properties not included in subsection i. and ii. above are eligible to be connected to the Water System in the future on a case-by-case basis if they become affected by Groundwater Contamination Impacts, subject to the Water System's sufficient capacity to handle the additional demand created by the added property.
- b. MaineDOT has hired Ransom Engineering ("**Ransom**") to drill and evaluate a test well (the "**Community Well**") to serve the Impacted Properties. The Community Well is located within MaineDOT's Maintenance Facility lot and is indicated on Exhibit A within lot 45. Ransom's total costs associated with the installation, testing and permitting of the Community Well are **\$ 109,821.88** (the "**Community Well Installation, Testing and Permitting Costs**"). The Community Well currently meets all appropriate water quality standards, has sufficient capacity to serve the Impacted Properties, and the Parties anticipate that the Community Well will continue to have appropriate quality and capacity in the foreseeable future.
- c. Ransom, at MaineDOT's direction, has also developed a cost estimate to design and install the necessary pumps, piping, treatment and distribution system to distribute water from the Community Well to the Impacted Properties (the "**Distribution System**"). The Community Well, together with the Distribution System, hereafter collectively constitute the "**Water System**" for the purpose of this Agreement. Ransom's recently updated cost estimate is approximately **\$3,000,000.00** (the "**Distribution System Design and Installation Estimate**"). The Distribution System Design and Installation Estimate includes individual connections to the Impacted Properties identified in Sections 3.a.i and ii (the "**Present Connections**").
- d. MaineDOT has applied to the Maine Drinking Water Program ("**DWP**") for authorization to rely on the Community Well to supply a Public Water System serving the Impacted Properties. DWP has issued preliminary approval to MaineDOT, pending DWP's review and approval of the Distribution System. DWP's records identify the proposed Water System as "Belgrade DOT" and DWP has assigned a Public Water System identification number of ME0092729. The Municipality will assume operation and maintenance responsibility for the Public Water System only after the Water System and source water protection plan have been approved by the State Drinking Water Program DWP; the source water protection plan has been approved by the Maine Department of Environmental Protection and the Water System has been constructed pursuant to Section 6 of this Agreement.

Commented [PT1]: Run by Dwight – ok unless Dwight has concerns.

Commented [DD2R1]: Source Water Protection Plans are part of the Drinking water program, not MDEP.

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

- a. In preparation for the Municipality's assumption of ongoing Water System operation and maintenance responsibilities as further set out in Section 6 of this Agreement, the Municipality has taken the necessary step of establishing a legislatively approved charter creating the Belgrade Water District to carry out such responsibilities on the Municipality's behalf over a geographic territory identical to the Impact Area depicted on Exhibit A. The creation of the Belgrade Water District was ratified by the Municipality's voters in March of 2022. It is the Parties' intent that, in addition to the municipal ratification of the Belgrade Water District, this Agreement shall be executed before a project to construct the Distribution System is put out to bid by MaineDOT, and that this Agreement has been drafted with the goal that the Distribution System construction will begin in early 2023, provided such Agreement execution has occurred no later than November 30, 2022. The Parties further agree to seek a legislative amendment to the defined area of the Belgrade Water District to include the presently affected Impacted Property identified as Lot 62A if it becomes apparent that the appropriate resolution to that lot's circumstance is to connect it to the Water System.
- b. The Parties agree that, if the Municipality is unable to secure the necessary municipal approval to enter into this Agreement, this Agreement shall be of not force and effect and the Parties will proceed with an alternate means of resolving the Groundwater Contamination Impacts, up to and including purchase of the Impacted Properties and relocation of affected occupants with the Parties sharing equally in all such costs.
- c. Upon execution of this Agreement and in parallel with the Distribution System being designed, the Municipality will promptly take all necessary remaining measures to ensure that the Belgrade Water District is functioning as a legally compliant water utility (the "Water Utility") under the laws and regulations of the Public Utilities Commission (the "PUC"), including without limitation appointing trustees, securing all necessary permits/approvals and ensuring that the designed Water System is approved by the PUC **before the Distribution System construction commences**. The Municipality agrees to diligently pursue the necessary permits/approvals on a schedule that will allow the construction to commence in spring 2023 as planned to minimize additional construction cost increases. The Water Utility will be expected to actively participate in the oversight of the Distribution System construction with MaineDOT's selected contractor.
- d. The development of the Water Utility requirements shall be at the discretion of the Municipality, provided that it complies with all applicable Maine laws governing the formation of water utilities and construction of associated water system infrastructure in the State of Maine and that either the Municipality or the established Water Utility on the Municipality's behalf is authorized to assume ownership of and all responsibility for the completed Water System when construction is complete and the Water System is put into service.
- e. ***Once the Water Utility is legally empowered to assume the Municipality's obligations under this Agreement, this Agreement may be amended to add the Water Utility as a Party to this Agreement, at which time the Belgrade Water District will assume the role of Water Utility for the purpose of this Agreement. Absent such amendment, all references to the Water Utility in this Agreement shall refer to the Municipality and the terms "Municipality" and "Water Utility" shall be interchangeable until such amendment occurs.***

**Commented [PT3]:** While we originally did not think that the water utility would fall under the jurisdiction of the PUC, I'm not sure that is still the case, since they will be charging a fee. This process has been a bit of a moving target. When I first drafted this agreement, I was under the impression that they did not meet the definition of a water utility under PUC laws because they were not going to charge the users. Now that it's been clarified that they do intend to charge, I'm concerned that they now meet the definition of a "water utility" and may need additional PUC approval. They definitely will need PUC approval for rate establishment. In addition, 35-A sec. 6102 further requires that, before commencing construction of the water line, the water utility must file the plans and specs with the PUC for approval. If this step is, in fact, required, this will need to happen before we go out to bid.

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

**Commented [PT4R3]:** We need the town to investigate this question and determine whether PUC involvement will be needed.

**5. Project Design, Construction, and Implementation:**

a. Scope of Work and Project Contract:

- i. Subject to municipal execution of this Agreement and PUC's requisite approval, if needed, of the submitted plans and specifications of the designed Distribution System, MaineDOT shall procure and administer a contract to construct the Distribution System, connect the Distribution System to the Community Well, and connect the completed Water System to the Impacted Properties currently identified by the Parties (the "**Project**") with the intention that construction will begin in early 2023 and be completed in        approximately one construction season. Implementation of this work shall be completed in accordance with the plans and specifications jointly approved by MaineDOT, the Water Utility and PUC, if deemed necessary.
  1. Prior to MaineDOT's solicitation of bids to construct the Project, the Municipality Water Utility, and its technical advisor, if any, shall be provided adequate opportunity to review and comment on the water system design. The water system design shall include water usage meters of a design and operation acceptable to the ~~Town or~~ Water Utility for each service connection; provided that the Water Utility shall pay to MaineDOT the cost difference for any requested meter upgrades that exceed those necessary to meet industry standards.
- ii. MaineDOT shall be the sole administrator of the Project contract and will pay all Project costs, subject to the Parties' cost sharing arrangements set out in the **Cost Sharing and Invoicing** section herein.
- iii. MaineDOT shall be responsible for applying for and complying with all applicable permitting requirements associated with Project construction, except that the Water Utility shall have secured any necessary approvals from the PUC and applied for and been granted the necessary Location Permit from MaineDOT in accordance with the terms of 35-A M.R.S. ch 25 and MaineDOT's Utility Accommodation Rules (the "**Location Permit**").
- iv. Subject to MaineDOT's approval of the Location Permit, the Distribution System will be installed within the limits of the highway rights of way to eliminate the Parties' need to acquire additional property rights from abutting landowners.
- v. Changes to Project Scope. MaineDOT will consult with the Municipality and the Water Utility before implementing any substantive adjustments to the Project scope. Any such changes shall be in writing and mutually agreed upon by all Parties to this Agreement, as such may be amended.
- vi. MaineDOT shall ensure that the Project is constructed in accordance with the Project contract.
- vii. The Water Utility may inspect the Project work upon reasonable notice to MaineDOT. Costs for such inspections shall be at the Municipality's sole expense.

~~vii~~.viii. ~~Maine~~DOT shall ensure that the Water System design engineer conducts regular quality control inspections of all work performed by the construction contractor and its subcontractors to ensure adherence to the ~~p~~Project design specifications and change orders, including but not limited to, the proper installation of water mains and service connections, water main seals, pump station construction, and pump and electronic controls installation. The results of these inspections shall be documented and provided to the ~~Town-Municipality~~ or Water Utility upon request. The ~~Town-Municipality~~ and Water Utility reserves the right to hire at their expense a Maine professional engineer to perform supplemental quality control inspections and provide input for the Project design engineer and construction contractor's consideration, with final determinations of compliance with appropriate industry standards being at the sole discretion of the Project design engineer and contractor. ~~Maine~~DOT will assure that its ~~w~~Water ~~s~~System design engineer and construction contractor will cooperate and share design and construction information with the ~~Town-Municipality~~ or Water Utility inspector upon request.

- b. Individual Service Lines to Impacted Properties: *Prior to MaineDOT's solicitation of bids to construct the Project*, MaineDOT shall secure statements from the owners of each Impacted Property (the "**Impacted Property Owners**") indicating that they intend to connect to the Water System once it is operational and that they will grant the necessary temporary access rights to allow for the installation and connection. If a sufficient number of Impacted Property Owners fail to state an intention to connect to the Water System, the Parties reserve the right to forego constructing the Distribution System and, in such event, shall revisit the terms of this Agreement.
- i. Individual service lines to each of the Present Connections (the "**Service Line(s)**") will be installed as part of the Distribution System with connection points being installed as close as possible to the edge of the highway right of way limits. All portions of Service Lines installed outside of the highway right of way and within the boundaries of the Impacted Properties shall be owned by the Impacted Property Owner being served.
  - ii. Each Impacted Property Owner will be required to grant temporary access rights for all purposes necessary to allow Project contractors to install and connect the Service Line from the installed water main connection point to the Impacted Property's existing plumbing system.
  - iii. Impacted Property Owners will be required to enter into a service contract with the Water Utility for the provision of public water serving the Impacted Property before that property's associated Service Line is made active.
  - iv. Subject to the exceptions set out below and upon connection of each Service Line, MaineDOT or its contractor will fill in and abandon the Impacted Property's chloride-contaminated groundwater well, as required by Maine law, at no cost to the Impacted Property Owner (the "**Groundwater Well Abandonment**"). In addition to the temporary access rights conveyed for installation of the Service Lines, each Impacted Property Owner will be required to grant temporary access rights for all purposes necessary to perform Groundwater Well Abandonment activities. Costs associated with Groundwater Well Abandonment shall be paid

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upfront by MaineDOT, subject to the Parties' cost sharing arrangements set out in the **Cost Sharing and Invoicing** section herein.

- v. MaineDOT shall ensure that, upon completion of all necessary installations, connections and Groundwater Well Abandonment activities performed by or on behalf of MaineDOT in connection with the Project, all disturbed property will be restored, including any necessary re-grading or re-seeding of grass, to return the Impacted Property to a condition similar to that which exists prior to the work being implemented. Such costs shall be a component of the Groundwater Well Abandonment costs;
  - vi. MaineDOT will contact each affected Impacted Property Owner prior to the onset of Project construction to complete the necessary documentation involving temporary access rights. Temporary access rights for Service Line installation and Groundwater Well Abandonment shall be incorporated into one single access document for each Impacted Property as appropriate. MaineDOT shall prepare such documentation at its sole expense.
- c. Dedicated Groundwater Monitoring Wells.

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

Commented [DD5]: DEP has guidance on well abandonment; nothing that they would approve on this initiative.

- d. Municipal Cooperation During Project Construction.
- i. The Municipality agrees that, to the extent that MaineDOT and its Project contractors are subject to any local ordinances, the Municipality shall promote, in good faith, cooperation on the part of any local board, committee, commission, or other administrative body with jurisdiction over any applicable local ordinance with MaineDOT regarding pursuit or execution of the Project. Notwithstanding any Municipal Ordinance to the contrary, the Municipality further agrees not to charge MaineDOT or its Project contractors for any necessary municipal inspections and/or permits related to the Project.
  - ii. The Municipality agrees to alter, move, relocate or remove, or cause to be, at no cost to the Project, any municipal property, including all fixtures, facilities or monuments, located on, under or above the ground, as necessary to permit construction of the Project, that has not otherwise been provided for during the development of the Project. Any work necessary to do so during the period of construction shall be coordinated with the Project contractor.
  - iii. To the extent necessary to permit construction of the Project, the Municipality will, at no cost to the Project, assure proper adjustment, relocation, or repair of any portion of a utility service, whether above or below ground, that is located within the limits of the highway right-of-way and connected to any municipal utility. The



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Municipality agrees to hold MaineDOT harmless from any claims for damages occurring as a result thereof.

- iv. The Municipality agrees that during and after construction it will apply the requirements of the most recent version of MaineDOT's "Utility Accommodation Rules" as the minimum guidelines, notwithstanding any municipal rules that are more lenient.
- v. Traffic Control. The Municipality agrees to allow the Project contractor to control all traffic through Project work areas in accordance with the traffic control plan approved by MaineDOT. The development of the Traffic Control Plan will follow the process outlined below:
  - a. MaineDOT's Project Manager will discuss the Traffic Control Plan with the Municipality (scope, limits, day or night work, work window, etc.) as soon as practicable.
  - b. The Municipality will comment on any concerns/issues related to the Traffic Control Plan within two (2) weeks of receipt.
  - c. MaineDOT will address the Municipality's concerns where practical, but MaineDOT's engineering judgment will prevail where there are any disagreements.

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

- a. Bill of Sale and Location Permit. Upon completion of the DWP and DEP-approved and constructed Water System, connection of all Service Lines, and delivery by the Municipality/Water Utility to MaineDOT of Water Supply Settlements (as further defined below) from each of the Impacted Property Owners that have entered into service contracts, MaineDOT will convey, and the Water Utility shall accept, ownership of the Water System to the Water Utility via a bill of sale for the infrastructure, a deeded easement for the Community Well location and any associated infrastructure located on MaineDOT property, and a Location Permit allowing the Water System to continue to occupy the highway rights of way in accordance with the terms of MaineDOT's Utility Accommodation Rules. The Location Permit will include language representing that the Municipality shall not be required to participate in future costs of relocating the Water System, or any portions thereof, if such relocation becomes necessary due to MaineDOT's future highway construction or reconstruction needs.
- b. Upon completion of the DWP and DEP-approved and constructed Water System and connection of all Service Lines, the Municipality or Water Utility shall assume all responsibilities for the Water System's ongoing operation and maintenance at its sole expense (the "**Water System Operation and Maintenance**") including without limitation all associated fees, costs, repairs and replacements that are not subject to the terms and conditions of this Agreement's Contingency provisions below. DWP has estimated the annual expense associated with the Water System Operation and Maintenance to be approximately \$36,000 in present value. Water System Operation and Maintenance shall include compliance with any well head protection plan required by the DWP and all applicable state and local laws, rules and regulations governing the Water System.

Commented [DD6]: DEP is not part of the Drinking Water Approval Process.

- i. Contingencies. The Parties agree that, should the Community Well become contaminated with chloride at concentrations above MaineDOT's current action level of ~~250~~ mg/l for a period of ~~12~~ three (3) consecutive monthssampling rounds associated with the Parties' on-going operation of the Maintenance Facilities, the Parties shall revisit the terms of this Agreement to jointly determine how best to resolve such contamination or to otherwise address the claims of Impacted Properties that cannot be served by the Community Well.

Commented [PT7]: Dwight, please review.

Commented [DD8R7]: Not sure we need the Contingency section....if the well, or any well in the area exceed the 250 threshold, the owner has the right to file a well claim. Essentially the Town can file a claim against us if there is high chloride levels. Our well claim policy uses three sampling rounds to confirm the exceedance – not 12 months.

b-c. The Municipality shall ensure that the Water System Operation and Maintenance is implemented in accordance with all applicable laws, rules and regulations including without limitation 22 M.R.S. Ch. 601 - Water for Human Consumption, and the State of Maine Board of Licensure of Water System Operators rules at 90-429 C.M.R. ch. 1, and that the Water System is maintained in such a manner as necessary to preserve the use and function thereof for the expected period of the Water System's normal useful life as determined by accepted engineering and/or industry standards. To the extent any warranty exists for the Water System, said warranty shall be first relied on by the Municipality to address necessary maintenance and/or repairs. The Municipality agrees to maintain the Water System with equipment technology equal to or greater than that which has been installed in connection with the Project.

e-d. The Municipality shall ensure that all Impacted Properties within the limits of the Impact Area, are allowed to connect to the Water System and that there shall be no charge to the Impacted Property Owner for the cost of physically connecting such property to the Water System. At the Municipality's discretion, it may take appropriate steps to enact necessary local ordinances to limit the properties that are permitted to connect to the Water System, provided that all Impacted Properties in the Impact Area are permitted to connect thereto.

e-c. The Water Utility may, subject to PUC approval if required, develop a reasonable rate schedule for water usage commensurate with other public water utilities of similar size and scope to offset future maintenance costs.

e-f. Notwithstanding anything in this Agreement to the contrary, the Municipality's obligation to allow all Impacted Properties to connect to the Water System is conditioned on the Water System's capacity to adequately serve additional users. In the event the Parties become aware that the Water System can no longer serve additional Impacted Properties, the Parties shall revisit the terms of this Agreement to jointly determine how best to expand the capacity of the Water System or to otherwise address the claims of Impacted Properties that cannot be served by the Water System.

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

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

- b. Settlement Negotiations.

Each Impacted Owner has filed a claim against MaineDOT seeking: 1) damages caused by groundwater well contamination affecting their property, and 2) a resolution resulting in

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the provision of a clean water supply (collectively, the “**Well Claim**”). For the purposes of this Agreement, each Well Claim is separated into two components: the “**Water Supply Component**” requiring that clean water be supplied to the Impacted property; and the “**Personal Property and Fixtures Component**” addressing physical damage to the personal property and fixtures associated with the Impacted Property.

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

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Property to be connected to the Water System at the Municipality's cost (the "**Future Connection Costs**") subject to the Parties' cost sharing arrangements set out in the **Cost Sharing and Invoicing** section herein. Final resolution of the newly identified Impacted Property will then be managed in accordance with the process set out in the **Settlement Negotiations** and **State Claims Referrals** sections outlined above.

- f. **Release of Municipality from Claims.** Upon the Municipality's payment to MaineDOT of its share of each Impacted Property Owner's Personal Property and Fixtures Settlement or SCC Damage Award, as applicable, and satisfaction of all Municipality and Water Utility obligations set out in this Agreement, cost sharing or otherwise, MaineDOT hereby releases the Municipality from all claims, damages and causes of action associated with the Groundwater Contamination Impacts that are covered by the Water Supply Settlement, Personal Property and Fixtures Settlement or SCC Damage Award for that particular Impacted Property.

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

- a. **Allocation of Costs.** The Parties agree to allocate all costs associated with the Groundwater Contamination Impacts as follows:
- i. MaineDOT shall pay all actual costs incurred in connection with the Distribution System Design and Installation Estimate (currently estimated at \$3,000,000.00);
  - ii. The Municipality shall pay all actual costs incurred in connection with the ongoing Water System Operation and Maintenance (currently estimated at \$36,000 per year, present value as of the date of this Agreement), subject to the Municipality's right to charge a reasonable water usage fee, as described above, to offset these costs;
  - iii. The Parties shall each pay fifty percent (50%) of all actual costs incurred in connection with the following:
    1. Community Well Installation, Testing and Permitting Costs, documented at a total of \$109,821.88;
    2. Groundwater Well Abandonment costs (generally estimated at \$3,000 - \$3,500 per well);
    3. Personal Property and Fixtures Settlements;
    4. SCC Damage Awards;
    5. Emergency Repairs; and
    6. Future Connection Costs.
  - iv. All in-house costs incurred by each Party's staff in connection with the Groundwater Contamination Impacts, including but not limited to design review, construction oversight, investigations and administrative processing, shall be the responsibility of each individual Party and not applied against either Party's allocations as set out above.
- b. **Invoicing and Payment Schedule.**
- i. The Parties acknowledge that the Municipality has already been invoiced for and paid to MaineDOT the sum of \$21,310.00, which is applied against the

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Municipality's 50% share of the Community Well Installation, Testing and Permitting Costs;

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

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

- a. **Obligation of MaineDOT Funds.** Anything herein to the contrary notwithstanding, the Municipality acknowledges and agrees that, although the execution of this Agreement by MaineDOT manifests its intent to honor its terms and to seek funding to fulfill any obligations arising hereunder, by law any such obligations are subject to available budgetary appropriations by the Maine Legislature and do not create any obligation on behalf of MaineDOT in excess of such appropriations.
- b. **Obligation of Municipality Funds.** Anything herein to the contrary notwithstanding, MaineDOT acknowledges and agrees that, although the execution of this Agreement by the Municipality manifests its intent to honor its terms and to seek funding to fulfill any obligations arising hereunder, by law any such obligations are subject to available budgetary appropriations by the Municipality's governing authorities and, therefore, this Agreement does not create any obligation on behalf of the Municipality in excess of such appropriations.
- c. Each Party hereby agrees to diligently pursue the necessary funding to satisfy its respective obligations arising hereunder. If either Party is unable to satisfy its respective obligations, the other Party shall have the right to terminate or renegotiate the terms of this Agreement.

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

**10. Miscellaneous Provisions:**

- a. Municipal Authority. The Municipality represents that it has received all necessary approvals or authorizations by its governing authorities to enter into this Agreement and fulfill the Municipality's obligations outlined herein.
- b. The Parties agree to: comply with and abide by all applicable state and federal laws, statutes, rules, regulations, standards and guidelines, including the MUTCD and OSHA standards, and all Agreement provisions; avoid hindering each other's performance; fulfill all obligations diligently; and cooperate in achievement of the intent of this Agreement.
- c. The Parties shall require any third party or other entity providing any service or work on the Water System to (a) carry liability insurance commensurate with the risk of the activity and (b) to indemnify and defend both MaineDOT and the Municipality and hold them harmless from claims. . The duty to defend, indemnify, and hold harmless shall extend to the State of Maine, its officers, agents and employees and the Municipality, its officials, employees, agents, consultants or contractors, and shall cover all claims, suits or liabilities arising from any negligent or wrongful act, error or omission by said third party or entity. Nothing herein shall waive any defense, immunity or limitation of liability that may be available to either party under the Maine Tort Claims Act (14 M.R.S. § 8101 et seq.) or any other privileges or

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immunities provided by law. Any other provision of this Agreement to the contrary notwithstanding, this provision shall survive any termination or expiration of this Agreement.

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

MaineDOT: Maine Department of Transportation  
Region 2 Office

\_\_\_\_\_  
Augusta, ME04333-0016  
Attn.: Jamie Andrews  
Email: [jamie.andrews@maine.gov](mailto:jamie.andrews@maine.gov)

Municipality: Town of Belgrade  
990 Augusta Rd  
Belgrade, ME 04917  
Attn.: \_\_\_\_\_ Town Manager  
Email: [townmanager@townofbelgrade.com](mailto:townmanager@townofbelgrade.com)

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

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Agreement or the associated documents are the same as handwritten signatures for the purposes of validity, enforceability and admissibility.

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

**MAINE DEPARTMENT OF TRANSPORTATION**

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

By: \_\_\_\_\_

David Bernhardt  
Director, Bureau of Maintenance and Operations  
Duly authorized

**MUNICIPALITY OF BELGRADE**

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

By: \_\_\_\_\_

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



- MINOT HILL ROAD CHIP SEALING (Action)

## CHIP-SEAL AGREEMENT

THIS AGREEMENT is made this \_\_\_\_\_ day of May, 2022 by and between the Town of Belgrade, a municipal corporation existing under the laws of the State of Maine and located in the County of Kennebec, State of Maine (hereinafter "OWNER") and All State Materials Group (hereinafter "CONTRACTOR"),

WITNESSETH:

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

### I. SCOPE OF SERVICES

The CONTRACTOR shall furnish all of the services, materials and perform all of the work as described in the Request for Proposals and Specifications titled: Request for Bid, 2022 Latex Modified Chip Seal, Belgrade, Maine, issued under date of April 20, 2022, by Anthony Wilson, Town/City Manager and shall do so in accordance with the Contractor's Proposal dated May 4, 2022, which Request for Proposals, Specifications and Proposals are attached hereto and made a part hereof (hereinafter, collectively referred to as the "Services"), and the CONTRACTOR covenants that it shall do everything required by this Agreement, the conditions of the Agreement (together with the General, Supplementary and other Conditions, if any), the Request for Proposals, the Specifications, the Drawings and the Proposal in return for payment as provided herein.

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

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

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

#### VI. GUARANTEE

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

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

#### VII. PERMITS AND LICENSES

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

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

Without prejudice to any other right or remedy, the OWNER may terminate this Agreement for cause by providing the CONTRACTOR and its surety with seven (7) days' written notice of termination. For purposes of this Agreement, cause includes, but is not limited to: the adjudication of the CONTRACTOR as a bankrupt; the making of a general assignment by the CONTRACTOR for the benefit of its creditors; the appointment of a receiver because of the CONTRACTOR's insolvency; the CONTRACTOR's persistent or repeated refusal or failure, except for cases in which extension of time is provided, to supply enough properly skilled workers or proper materials to perform the Services; the CONTRACTOR's persistent disregard of federal, state or local statutes, laws, codes, rules, regulations, orders or ordinances; and the CONTRACTOR's substantial violation of any provisions of this Agreement. In the event of a termination for cause, the OWNER may take possession of the premises and of all materials, tools and appliances thereon and finish the Services by

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

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

#### X. INDEMNIFICATION

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

#### XI. LIENS

Neither the final payment nor any part of the retained percentage shall become due until the CONTRACTOR delivers to the OWNER a complete release of all liens arising out of the Agreement, or receipts in full in lieu thereof and, in either case, an

#### XVI. FINAL PAYMENT

Final payment, constituting the entire unpaid balance for the Contract Sum, shall be paid by the OWNER to the CONTRACTOR when the Services have been completed, the Contract fully performed, and, if applicable, a final Certificate for Payment has been issued by the Architect.

#### XVII. OWNERSHIP OF DOCUMENTS

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

#### XVIII. DISCLAIMER

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

#### XIX. FORCE MAJEURE

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

#### XX. NON-WAIVER

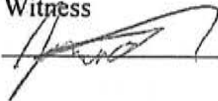
Except as expressly provided in this Agreement, the failure or waiver, or successive

XV. EXTENT OF AGREEMENT


This Agreement (and the documents attached hereto and hereby incorporated into this Agreement) represent(s) the entire and integrated Agreement between OWNER and the CONTRACTOR and supersedes all prior negotiations, representations, or agreements, either written or oral. This Agreement may be amended only by written instrument signed by both OWNER and the CONTRACTOR.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the day and year first above written.

Witness



OWNER

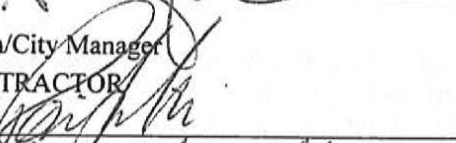
By: 

Town/City Manager

CONTRACTOR

Witness



By: 

Its Maine Area Manager



# **Town of Belgrade, Maine Contract Bid Specifications Latex Modified Chip Seal**

## **Description**

The Contractor shall furnish and place latex modified emulsion and aggregate cover on an approved base in accordance with the Contract Documents and in reasonably close conformity with the lines, grades, thicknesses and typical cross sections shown on the plans or otherwise established. The Cold/Hot Mix Asphalt overlay or shim shall have **30 days** minimum to cure. This specification specifies the requirements for materials, manufacture, and application of latex modified emulsion with aggregate cover, and shall consist of an application of hot latex modified emulsified asphalt and followed immediately with an aggregate cover material meeting the requirements of this specification.

## **Materials**

Materials shall meet the requirements specified in State of Maine Standard Specification 2002, Section 700 – Materials; and the following additional requirements:

### **Asphalt Cement**

State of Maine Standard Specification 2002, Section 702 – subsection 702.03, and 703.204

Liquid asphalt grades for the latex modified emulsion shall meet the requirements for CRS-2, RS-2, each modified with 2% latex. All asphalt grades shall conform to AASHTO M208 or M140 as applicable. The asphalt grade selected shall be based on laboratory testing by the asphalt liquid supplier.

### **Latex Additive**

The latex additive shall be in conformance with the requirements of Table 1 of this specification. The latex modifier shall be added and co-milled at the emulsion facility, and complete, balanced blending shall be required. Samples of the emulsion and latex blend shall be supplied to the Town or Municipality for testing if requested.

**Table 2**

<u>Sieve Size</u>	<u>% Passing – Nominal Size</u>
	<u>9.5 mm. (3/8")</u>
15.8 mm, (5/8")	100%
12.5 mm, (1/2")	100%
9.5 mm, (3/8")	85 – 100%
4.75 mm, (#4)	0 – 30%
2.36 mm, (#8)	0 – 5%
0.075 mm, (#200)	0 – 2.0%

The maximum material passing the 0.075mm (#200) sieve shall not exceed 2% using a washed gradation for each maximum aggregate size designated.

**Material Testing**

A minimum of 30 days prior to start of construction the Contractor shall send a representative sample of the proposed aggregate to the latex modified asphalt supplier for compatibility testing. Materials shall be tested for the cement type, grading, asphalt application rates, aggregate stripping, and asphalt adhesion to the stone. All test results shall be forwarded to the Town or Municipality prior to work commencing.

**EQUIPMENT**

**Distributor Truck**

Large projects may require two pressure-type bituminous distributor trucks. The distributor shall be equipped with an internal heating device capable of heating the latex modified material evenly up to a maximum of 185°F. The distributor shall have adequate pressure devices and suitable manifolds to provide constant positive cut-off to prevent dripping from the nozzles. The distributor shall be equipped with an electronically controlled computerized compensation unit for controlling application rates at various width and speed changes. The application unit shall have electronic controls and a digital readout installed and operated from the inside of the cab of the distributor. The distribution bar on the distributor shall be a fully circulating type. Any distributor that produces a streaked or irregular distribution of the material shall be promptly repaired or removed from the project.



## CONSTRUCTION PROCEDURES

### Preparation

Potholes, other areas of pavement failure, and major depressions in the existing pavement surface shall be repaired by the Contractor with asphalt concrete. A leveling course shall be placed on planed, milled or existing surface by the owner, if required. Immediately prior to application of the emulsion, the surface shall be thoroughly cleaned by sweeping by the Contractor. The Contractor shall be responsible for covering all utility irons just prior to application of emulsion and uncovering utilities after aggregate is spread.

### Seasonal and Weather Limitations

The latex modified emulsion and aggregate cover shall not be applied between **September 1 and June 1**, or when weather conditions are unfavorable to obtaining a uniform chip spread and retention. Construction shall proceed only when the atmospheric temperature is at least 50°F, and rising. No moisture shall be present on the roadway surface.

### Application

The latex emulsion shall be applied at a temperature of, and not to exceed, 140°F to 185°F, at a rate of 0.40 to 0.45 gallons per square yard. The exact rate will be determined by the aggregate properties, latex modified emulsion supplier, traffic volume, and pavement condition.

Longitude joints shall be reasonably true to line and parallel to centerline. Where any construction joint occurs, the edges shall be broomed back and blended so there are no gaps and the elevations are the same, and free from ridges and depressions. Longitudinal joints shall be overlapped from 4 to 6 inches.

During application, adequate provision shall be made to prevent marring and discoloration of adjacent pavements, structures, vehicles, foliage or personal property.

### Aggregate Application

The application of aggregate shall follow as close as possible behind the application of the emulsion which shall not be spread further in advance of the aggregate spread that can be immediately covered. Construction equipment or other vehicles shall not drive on the uncovered emulsion.

The aggregate shall be spread uniformly by a self-propelled spreader at a rate of spread determined by the latex modified emulsion supplier and contractor, generally between 20 to 35 pounds per square yard. Any deficient areas shall be covered with additional material.

**Project Description & Location  
Latex Modified Chip Seal**

<u>Road Name</u>	<u>Project Description</u>	<u>Length(miles)</u>
Minot Hill Road	Latex Modified Chip Seal	1.10
East-West Lane	Latex Modified Chip Seal	0.60

- TOWN OFFICE HOURS (Action)

# Memo

To: Board of Selectpersons  
From: Lorna Dee Nichols, Town Manager  
Date: Sept. 15, 2020  
Re: Town Office Hours

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We would like to respectfully request the Board consider changing the closing time on Thursday's from 7 p.m. to 6 p.m.

Activity reports generated from July to September indicate extremely low to no activity after 6 p.m.

As we work to hire a new Code Enforcement Officer (this position adds one person to the two-person shift from 4:30-7 p.m.), front office staff will be adjusting their hours or working overtime to ensure the Thursday shift will be covered. With such low activity after 6 p.m., it allows staff to get home a little earlier – especially with the upcoming winter months.

- DALTON PROPERTY UPDATES (Action)

# Memo

To: Lorna Lee Nichols, Town Manager  
From: Cory Alexander, Facility Maint. Director  
Date: 9/16/2022  
Re: 8 Dalton Ln

---

Below is a list of items that need to be repaired at 8 Dalton Lane.

## Plumbing/Heating

- New lavatory faucet and rehang kitchen drain line. \$600.00
- Modine Heater and installation \$ 2,650.00
- Oil tank replacement \$ 3,040.00
- Sump pump and installation \$935.00
- Heat pump hot water tank. \$1,800

**Total Cost \$9,025.00**

## Electrical

- Install smoke detectors in all rooms
- Install smoke/CO detectors on each floor
- Install propane detectors on all floors
- Make all outside outlets GFCI protected
- Make basement outlets GFCI protected
- Install new light fixture in bedroom. **(Town Supplied)**

**Total Cost \$1,460.00**

## Roofing

- Strip and repair roof deck and shingle.

**Total Cost \$38,000**

## Also needed

- The attic has bats and rodents and should have an exclusion after the roof is completed if we still find signs of activity.
- Attic insulation is also contaminated with bat and rodent droppings. Plus, it is not adequate with only about an R22 and should be at least an R38.

The chimney has been recapped, flashed and relined and is ready for roof.



## **GR Roofing LLC**

14 Coffin Avenue, PO Box 3697, Brewer, ME 04412

Office: (207) 262-5818 Cell: (207) 478-1582 Fax: (207) 262-5819

E-mail: ericday@gwi.net

---

August 15, 2022

Attn: Lorna Nichols  
Project: 8 Dalton Road  
Belgrade, ME 04917

We are pleased to quote you our prices for the above referenced project as follows:

**Install New Asphalt Shingle Roof (approx. 4300 sqft)- \$38,000.00**

Scope of work:

- Remove existing roofing to expose wooden deck, dispose of properly
- Install ice & water shield 6' at eaves, 3' in valleys
- Install synthetic underlayment throughout the rest of the roof
- Install Certaineed Landmark architectural shingles with all necessary venting and flashing
- Reflash chimney
- Provide owner with 2-year GR Roofing workmanship warranty

Notes:

- **Color of shingle to be determined**
- **Any deteriorated decking will need to be addressed on a time and materials basis.**

Please call if you have any questions.

Sincerely,

A handwritten signature in black ink, appearing to read 'Eric R. Day'.

Eric R. Day  
Vice President

---

Approval Signature

---

Date

**Bob The Plumber, Inc.**  
**964 Wings Mill Road**  
**Belgrade, ME 004917**  
**Phone/Fax (207) 495-2942**  
**Email: [bobtheplumberme@gmail.com](mailto:bobtheplumberme@gmail.com)**

September 1, 2022

Town of Belgrade  
990 Augusta Road  
Belgrade, ME 04917  
Phone (207) 495-2258  
Email: [Sexton@townofbelgrade.com](mailto:Sexton@townofbelgrade.com)

RE:8 Dalton Lane  
Quote:Replace Lavatory faucet and rehang kitchen drain line

Complete repair cost \$600.00

Work will be done to meet all state and local codes.

Thank you for your consideration.

Bob The Plumber, Inc.

Electrical  
\$1,460.00  
  
Plumbing  
\$9,025.00  
- facilities \$13560  
so far



**Bob The Plumber, Inc.**  
**964 Wings Mill Road**  
**Belgrade, ME 004917**  
**Phone/Fax (207) 495-2942**  
**Email: [bobtheplumberme@gmail.com](mailto:bobtheplumberme@gmail.com)**

September 1, 2022

Town of Belgrade  
990 Augusta Road  
Belgrade, ME 04917  
Phone (207) 495-2258  
Email: [Sexton@townofbelgrade.com](mailto:Sexton@townofbelgrade.com)

RE:8 Dalton Lane  
Quote:Oil tank replacement

- One 275 gallon vertical Roth oil tank
- One Tiger Loop
- Pipe, fittings ect.

Complete installation cost \$3,040.00

**Disposal of old oil tank will be time and material.**

Work will be done to meet all state and local codes.

Thank you for your consideration.

Bob The Plumber, Inc.

**Bob The Plumber, Inc.**  
**964 Wings Mill Road**  
**Belgrade, ME 004917**  
**Phone/Fax (207) 495-2942**  
**Email: [bobtheplumberme@gmail.com](mailto:bobtheplumberme@gmail.com)**

September 1, 2022

Town of Belgrade  
990 Augusta Road  
Belgrade, ME 04917  
Phone (207) 495-2258  
Email: [Sexton@townofbelgrade.com](mailto:Sexton@townofbelgrade.com)

RE:8 Dalton Lane  
Quote:Sump pump

- One Liberty Sump pump
- Pipe, fittings ect.

Complete installation cost \$935.00

Work will be done to meet all state and local codes.

Thank you for your consideration.

Bob The Plumber, Inc.

**Bob The Plumber, Inc.**  
**964 Wings Mill Road**  
**Belgrade, ME 004917**  
**Phone/Fax (207) 495-2942**  
**Email: [bobtheplumberme@gmail.com](mailto:bobtheplumberme@gmail.com)**

September 1, 2022

Town of Belgrade  
990 Augusta Road  
Belgrade, ME 04917  
Phone (207) 495-2258  
Email: [Sexton@townofbelgrade.com](mailto:Sexton@townofbelgrade.com)

RE:8 Dalton Lane

Quote:Heat pump hot water tank

- One 50 gallon Rudd Heat Pump Hot water tank
- One Condensation pump
- Pipe, fittings ect.
- Removal of on demand hot water heater (some carpentry work need to fill holes after removal)

Complete installation cost \$1,800.00 (this is with the \$850 Efficiency of Maine Rebate).

Work will be done to meet all state and local codes.

Thank you for your consideration.

Bob The Plumber, Inc.

# GENERATORS OF MAINE, INC.

WE SELL AND SERVICE ALL MAJOR GENERATOR BRANDS

## PROPOSAL

262 AUGUSTA ROAD, BELGRADE, ME 04917

OFFICE (207)495-2285

FAX (207) 495-3300

Doug cell (207) 215-0617

Dan Cell (207) 446-0603

Date August 29, 2022

Name: Town of Belgrade

Address: 990 Augusta Road Belgrade, ME

Job Name: Dalton Property

### Description of work:

- Install 120-volt battery backup smoke detectors in all rooms
- Install 120-volt battery backup smoke/CO detectors on each floor
- Install 2-120volt propane detectors on each floor
- Make all outside outlets GFCI protected
- Make all basement outlets GFCI protected since the basement is not finished
- Install a new light fixture in the first-floor bedroom. Town of Belgrade to supply light fixture.

Total Price: \$1,460.00

We propose to furnish material and labor to the specification in the description of work.

Payment: Full payment when project is complete

This price is valid for 30 days unless agreed upon in writing for a longer period of time. All material and workmanship are guaranteed for 1 year. Any changes to the description above will require a written change order and will be added to the cost of the job.

Dan MacKenzie

\_\_\_\_\_  
Authorized signature  
Generators of Maine

\_\_\_\_\_  
Owner

Date of acceptance \_\_\_\_\_

**Buildings & Grounds Capital Reserve Account  
Established 03-2013**

**2012 Town Report, 2013 Town warrant:**

Article #6 – To proceed with the voting, by secret ballot, on the following question: Shall the Town authorize rental income generated from renting properties located at #8 and #10 Dalton Lane to be placed into a capital reserve account to be used for maintenance on all Town owned buildings and properties. (Buildings and Grounds Capital Reserve Account ) Appropriations of funds from the buildings and Grounds Capital Reserve Account will be allowed by majority vote of the Select Board.

### General Ledger Detail Report

Accounts: G 3-592-00 - G 3-592-00

January to December

Trans	RCB/								Balance		
Date	Per	Type	Jrnl	Description---	Wrnt	Check#	Vendor-----	Debits	Credits	Debit	Credit
3 - CAPITAL PROJ											69,341.12
<b>592-00 RECREATION</b>											<b>69,341.12</b>
04/21/22	01	B	G 0152	Beg Bal Adjustments							36,501.49
<b>January</b>								<b>0.00</b>	<b>36,501.49</b>		<b>105,842.61</b>
07/06/22	07		A 0271	PARKS/REC	0074	22741	00403 - FIRE SERVICE	1,950.00			
07/20/22	07		A 0296	CFAS PAINTED PORCH	0082	22842	00750 - RYAN NEZOL	4,350.00			
<b>July</b>								<b>6,300.00</b>	<b>0.00</b>		<b>99,542.61</b>
<b>Account.....</b>											<b>99,542.61</b>
<b>Fund.....</b>											<b>99,542.61</b>
<b>Final Totals</b>											<b>99,542.61</b>





September 7th, 2022

Hello,

Efficiency Maine has recently announced a Funding Opportunity Notice (FON) which provides enhanced financial incentives for Maine municipalities interested in upgrading their heating, cooling, lighting and refrigeration systems. This FON is provided through the Maine Jobs and Recovery Plan through funding from the American Rescue Plan Act (ARPA).

Maine towns with less than 5,000 people are eligible under this opportunity (based on 2020 Maine census data). Eligible building spaces include community centers, fire stations, police stations, public safety buildings (combined fire and police services), public works facilities (office, garages, bus garages), town halls, libraries, sewer districts (lighting projects only) and water districts (lighting projects only). To learn about incentives available for larger municipalities, visit our webpage at [efficiencymaine.com/at-work/public-sector](https://efficiencymaine.com/at-work/public-sector).

Go to [efficiencymaine.com/municipal-retrofits-fon/](https://efficiencymaine.com/municipal-retrofits-fon/) or scan the QR code below to learn more about the enhanced incentives, upgrade opportunities, and the upcoming schedule of informational webinars. Informational webinars are being held on:

- September 13, 2022, at 8:00 AM
- September 14, 2022, at 3:00 PM
- September 15, 2022, at 1:00 PM

Still not sure how to get started? Consider signing up for a virtual consultation. A member of the Efficiency Maine team will meet with you to help identify solutions that will reduce energy use at your school. These virtual consultations are free; simply fill out a request form at [efficiencymaine.com/business-customer-consultation/](https://efficiencymaine.com/business-customer-consultation/).

A member of our team is looking forward to speaking with you. Please reach out to our team at [CIP@efficiencymaine.com](mailto:CIP@efficiencymaine.com) or (207) 213-6249 if you have any questions.

Sincerely Yours,

A handwritten signature in blue ink that reads "Rick Meinking". The signature is fluid and cursive, with a large loop at the end of the last name.

Rick Meinking

Senior Program Manager

Efficiency Maine



Scan With Phone Camera  
For More Information  
Mailing ID# 20220729

- 2023 BUDGET MEETINGS (Action)



# Memo

To: Board of Selectpersons  
From: Nicholas Poole, Treasurer  
Date: 9/16/2022  
Re: Suggested budget schedule

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Below is a suggested schedule for the budget process. These dates could change if a majority of board member can't make it. The budget and warrant articles must be done and approved by January 15<sup>th</sup>.

## **Dept. Heads**

9/20/2022-9/30/2022 will be the time frame where we meet with department heads.

## **Budget Committee**

10/12/2022 - Will be the first meeting with the Budget Committee. Usually, we do half of the departments at one meeting and the other half at the second.

11/9/2022 – One more meeting with the Budget Committee. By this time, we should have insurance numbers, or at the very least, accurate estimates.

## **Selectboard**

11/20/2022 – First meeting with Selectboard. We go over the whole budget.

12/14/2022 – Go over parts of the budget that we still had questions or concerns about. Also, go over any warrant articles that are ready and approve them.

1/10/2022 – Final budget meeting with selectboard. This is to approve all remaining warrant articles and to go over the end of year numbers.

- REVIEW/APPROVE WARRANTS (Action)

Warrant 106

Jrnl	Check	Month	Invoice Description	Reference	Amount	Encumbrance
Description			Account	Proj		
<b>00745 ALL STATES CONSTRUCTION INC</b>						
0395	23018	09	CRACK SEALING		1113415	
CRACK SEALING			E 27-03-20-07		32,328.96	0.00
			RD BOND OBLI / CRACK SEALIN - SERVICES / CONTRACTED			
CRACK SEALING			G 3-591-00		53,004.18	0.00
			CAPITAL PROJ / PW ROADS			
<b>Vendor Total-</b>					<b>85,333.14</b>	
<b>00767 ANDROSCOGGIN BANK</b>						
0395	23019	09	DOUBLE TAX PAYMENT		6487	
DOUBLE TAX PAYMENT			R 01-57		2,914.51	0.00
			GEN'L GOV. - OVER/SHORT			
<b>Vendor Total-</b>					<b>2,914.51</b>	
<b>00335 BANGOR SAVINGS BANK</b>						
0395	23020	09	TAN PAYMENT		9/21/2022	
PRICIPAL			G 1-201-00		1,000,000.00	0.00
			GEN'L FUND / NOTE PAY-TAN			
INTEREST			E 29-01-42-04		3,539.72	0.00
			DEBT SERVICE / DEBT SERVICE - INTEREST / TAN			
<b>Vendor Total-</b>					<b>1,003,539.72</b>	
<b>00623 BELGRADE MECHANICAL SERVICES</b>						
0395	23021	09	CHANDLER ROAD BUSHING		1148	
CHANDLER ROAD BUSHING			E 15-07-99-99		525.00	0.00
			SOLID WASTE / CHANDLER - EXPENSE / EXPENSE			
<b>Invoice Total-</b>					<b>525.00</b>	
0395	23021	09	INSTALL NEW BUSHINGS		1094	
INSTALL NEW BUSHINGS			E 15-05-35-11		554.96	0.00
			SOLID WASTE / WASTE - REPAIRS / SKID STEER			
<b>Invoice Total-</b>					<b>554.96</b>	
0395	23021	09	DUNN LANDFILL BUSHING		1147	
DUNN LANDFILL BUSHING			E 15-08-99-99		630.00	0.00
			SOLID WASTE / DUNN RD - EXPENSE / EXPENSE			
<b>Invoice Total-</b>					<b>630.00</b>	
<b>Vendor Total-</b>					<b>1,709.96</b>	
<b>00263 BOB THE PLUMBER, INC.</b>						
0395	23022	09	OIL PADS TS		6232	
OIL PADS TS			E 15-05-30-04		110.00	0.00
			SOLID WASTE / WASTE - SUPPLIES / OPERATING			
<b>Vendor Total-</b>					<b>110.00</b>	
<b>00386 BOUNDTREE MEDICAL</b>						
0395	23023	09	OXIMETER, IV SOLUTION		84667989	
OXIMETER, IV SOLUTION			E 05-05-30-07		201.68	0.00
			PUBLIC SAFTY / FD/ RSC DEPT - SUPPLIES / EMS			
<b>Vendor Total-</b>					<b>201.68</b>	
<b>00588 BRIDGES, DEXTER</b>						
0395	23024	09	MILEAGE REIMBURSMENT 29		AUGUST 2022	
MILEAGE REIMBURSMENT 29			E 05-30-20-02		12.76	0.00
			PUBLIC SAFTY / ACO - SERVICES / TRANSPORTATI			
<b>Vendor Total-</b>					<b>12.76</b>	
<b>00376 CARDMEMBER SERVICES</b>						
0395	23028	09	POSTAGE		3966	
POSTAGE			E 01-10-30-01		128.95	0.00
			GEN'L GOV. / ADMIN - SUPPLIES / POSTAGE			

Warrant 106

Jrnl	Check	Month	Invoice Description	Reference	Amount	Encumbrance
Description			Account	Proj		
				<b>Invoice Total-</b>	<b>128.95</b>	
0395	23028	09	2 ADOBE SUBSCRIPTIONS		1862, 8705	
2 ADOBE SUBSCRIPTIONS			E 01-10-20-07		31.62	0.00
			GEN'L GOV. / ADMIN - SERVICES / CONTRACTED			
				<b>Invoice Total-</b>	<b>31.62</b>	
0395	23028	09	POSTAGE		2861	
POSTAGE			E 01-10-30-01		4.50	0.00
			GEN'L GOV. / ADMIN - SUPPLIES / POSTAGE			
				<b>Invoice Total-</b>	<b>4.50</b>	
0395	23028	09	TS RECIEPT PRINTER		3396	
TS RECIEPT PRINTER			E 15-05-30-04		211.99	0.00
			SOLID WASTE / WASTE - SUPPLIES / OPERATING			
				<b>Invoice Total-</b>	<b>211.99</b>	
0395	23028	09	RECIEPT PAPER		4654	
RECIEPT PAPER			E 01-10-30-03		30.00	0.00
			GEN'L GOV. / ADMIN - SUPPLIES / OFFICE			
RECIEPT PAPER			E 15-05-30-03		17.98	0.00
			SOLID WASTE / WASTE - SUPPLIES / OFFICE			
				<b>Invoice Total-</b>	<b>47.98</b>	
0395	23028	09	RECEIPT INK RIBBON		3993	
RECEIPT INK RIBBON			E 01-10-30-03		25.94	0.00
			GEN'L GOV. / ADMIN - SUPPLIES / OFFICE			
				<b>Invoice Total-</b>	<b>25.94</b>	
0395	23028	09	SKID STEER PART		5083	
SKID STEER PART			E 15-05-35-11		126.96	0.00
			SOLID WASTE / WASTE - REPAIRS / SKID STEER			
				<b>Invoice Total-</b>	<b>126.96</b>	
0395	23028	09	SUMMER READING PRIZES		4209	
SUMMER READING PRIZES			E 30-01-31-01		40.92	0.00
			LIBRARY / LIBRARY - SPECIAL / EVENTS			
				<b>Invoice Total-</b>	<b>40.92</b>	
0395	23028	09	TISSUES AND PAPER TOWELS		2968	
TISSUES AND PAPER TOWELS			E 30-01-30-03		29.74	0.00
			LIBRARY / LIBRARY - SUPPLIES / OFFICE			
				<b>Invoice Total-</b>	<b>29.74</b>	
0395	23028	09	BACKUP STORAGE		5855	
BACKUP STORAGE			E 30-01-30-03		73.84	0.00
			LIBRARY / LIBRARY - SUPPLIES / OFFICE			
				<b>Invoice Total-</b>	<b>73.84</b>	
0395	23028	09	SUMMER READING PRIZES		4695	
SUMMER READING PRIZES			E 30-01-31-01		34.63	0.00
			LIBRARY / LIBRARY - SPECIAL / EVENTS			
				<b>Invoice Total-</b>	<b>34.63</b>	
0395	23028	09	ADVERTISING		1452	
ADVERTISING			E 30-01-20-07		25.00	0.00
			LIBRARY / LIBRARY - SERVICES / CONTRACTED			
				<b>Invoice Total-</b>	<b>25.00</b>	
0395	23028	09	ADVERTISING		1361	
ADVERTISING			E 30-01-20-07		7.47	0.00
			LIBRARY / LIBRARY - SERVICES / CONTRACTED			
				<b>Invoice Total-</b>	<b>7.47</b>	
0395	23028	09	WATER FOR BAND		3307	
WATER FOR BAND			E 25-30-30-05		25.89	0.00
			RECREATION / REC PROGRAMS - SUPPLIES / FOOD/WATER			

**A / P Warrant**

Warrant 106

Jrnl	Check	Month	Invoice Description	Reference	Amount	Encumbrance
Description			Account	Proj		
				<b>Invoice Total-</b>	<b>25.89</b>	
0395	23028	09	CAMP OVER NIGHT FOOD	8110		
CAMP OVER NIGHT FOOD			E 25-30-30-05		61.03	0.00
			RECREATION / REC PROGRAMS - SUPPLIES / FOOD/WATER			
				<b>Invoice Total-</b>	<b>61.03</b>	
0395	23028	09	CAMP BANNER	4524		
CAMP BANNER			E 25-30-30-04		20.89	0.00
			RECREATION / REC PROGRAMS - SUPPLIES / OPERATING			
				<b>Invoice Total-</b>	<b>20.89</b>	
0395	23028	09	PICTURE FRAMES	2942		
PICTURE FRAMES			E 25-30-30-04		74.64	0.00
			RECREATION / REC PROGRAMS - SUPPLIES / OPERATING			
				<b>Invoice Total-</b>	<b>74.64</b>	
0395	23028	09	POSTAGE	9967		
POSTAGE			E 01-10-30-01		8.09	0.00
			GEN'L GOV. / ADMIN - SUPPLIES / POSTAGE			
				<b>Invoice Total-</b>	<b>8.09</b>	
0395	23028	09	ADOBE SUBSCRIPTION	0889		
ADOBE SUBSCRIPTION			E 01-10-20-07		15.81	0.00
			GEN'L GOV. / ADMIN - SERVICES / CONTRACTED			
				<b>Invoice Total-</b>	<b>15.81</b>	
0395	23028	09	FOOD FOR CREW	1166		
FOOD FOR CREW			E 13-01-30-05		64.10	0.00
			FACILITIES / GENERAL - SUPPLIES / FOOD/WATER			
				<b>Invoice Total-</b>	<b>64.10</b>	
0395	23028	09	WATER AND OIL	4558		
WATER AND OIL			E 13-01-30-04		110.38	0.00
			FACILITIES / GENERAL - SUPPLIES / OPERATING			
				<b>Invoice Total-</b>	<b>110.38</b>	
0395	23028	09	TOWN CLERK BUSINESS CARD	6770		
TOWN CLERK BUSINESS CARD			E 01-10-25-04		27.42	0.00
			GEN'L GOV. / ADMIN - PRINTING / MISC			
				<b>Invoice Total-</b>	<b>27.42</b>	
0395	23028	09	SEXTON BUSINESS CARD	6115		
SEXTON BUSINESS CARD			E 01-10-25-04		27.42	0.00
			GEN'L GOV. / ADMIN - PRINTING / MISC			
				<b>Invoice Total-</b>	<b>27.42</b>	
0395	23028	09	WATER FOR CREW	7399		
WATER FOR CREW			E 13-01-30-05		16.73	0.00
			FACILITIES / GENERAL - SUPPLIES / FOOD/WATER			
				<b>Invoice Total-</b>	<b>16.73</b>	
0395	23028	09	SMOKE ALARM	8813		
SMOKE ALARM			E 13-02-35-08		136.76	0.00
			FACILITIES / CFAS - REPAIRS / BUILDING			
				<b>Invoice Total-</b>	<b>136.76</b>	
0395	23028	09	LIBRARY ZOOM	7675		
LIBRARY ZOOM			E 30-01-20-07		15.89	0.00
			LIBRARY / LIBRARY - SERVICES / CONTRACTED			
				<b>Invoice Total-</b>	<b>15.89</b>	
0395	23028	09	HANGING FILE FOLDERS	6430		
HANGING FILE FOLDERS			E 01-10-30-03		25.83	0.00
			GEN'L GOV. / ADMIN - SUPPLIES / OFFICE			
				<b>Invoice Total-</b>	<b>25.83</b>	
0395	23028	09	WATER TEST	3809		

Warrant 106

Jrnl	Check	Month	Invoice Description	Reference	Amount	Encumbrance
Description			Account	Proj		
WATER TEST			E 13-01-20-07		100.00	0.00
			FACILITIES / GENERAL - SERVICES / CONTRACTED			
			<b>Invoice Total-</b>		<b>100.00</b>	
0395	23028	09	POSTAGE	7982		
POSTAGE			E 01-10-30-01		107.40	0.00
			GEN'L GOV. / ADMIN - SUPPLIES / POSTAGE			
			<b>Invoice Total-</b>		<b>107.40</b>	
0395	23028	09	REPLACE TORN FLAG	8993		
REPLACE TORN FLAG			E 05-05-40-04		44.99	0.00
			PUBLIC SAFTY / FD/ RSC DEPT - PURCHASES / EQUIPMENT			
			<b>Invoice Total-</b>		<b>44.99</b>	
0395	23028	09	SHELF FOR LAKES FD	3781		
SHELF FOR LAKES FD			E 05-05-40-04		279.90	0.00
			PUBLIC SAFTY / FD/ RSC DEPT - PURCHASES / EQUIPMENT			
			<b>Invoice Total-</b>		<b>279.90</b>	
0395	23028	09	UNIFORMS/BOOTS	4947		
UNIFORMS/BOOTS			E 05-05-30-08		336.55	0.00
			PUBLIC SAFTY / FD/ RSC DEPT - SUPPLIES / CLOTHING			
			<b>Invoice Total-</b>		<b>336.55</b>	
0395	23028	09	BLINDS FOR BATHROOMS	4027		
BLINDS FOR BATHROOMS			E 05-05-40-04		79.07	0.00
			PUBLIC SAFTY / FD/ RSC DEPT - PURCHASES / EQUIPMENT			
			<b>Invoice Total-</b>		<b>79.07</b>	
0395	23028	09	FAN	4999		
FAN			E 05-05-40-04		203.73	0.00
			PUBLIC SAFTY / FD/ RSC DEPT - PURCHASES / EQUIPMENT			
			<b>Invoice Total-</b>		<b>203.73</b>	
0395	23028	09	LICENSE AIR COMPRESSOR	0608		
LICENSE AIR COMPRESSOR			E 05-05-14-07		12.00	0.00
			PUBLIC SAFTY / FD/ RSC DEPT - MEMBERSHIP / FD			
			<b>Invoice Total-</b>		<b>12.00</b>	
			<b>Vendor Total-</b>		<b>2,584.06</b>	
<b>00468 CONSOLIDATED COMMUNICATIONS</b>						
0395	23029	09	TOWN OFFICE FAX LINE	SEPT 2022		
TOWN OFFICE FAX LINE			E 01-10-20-01		52.03	0.00
			GEN'L GOV. / ADMIN - SERVICES / COMMUNICATIO			
			<b>Invoice Total-</b>		<b>52.03</b>	
0395	23029	09	FD FAX LINE	SEPT 2022		
FD FAX LINE			E 05-05-20-07		50.27	0.00
			PUBLIC SAFTY / FD/ RSC DEPT - SERVICES / CONTRACTED			
			<b>Invoice Total-</b>		<b>50.27</b>	
			<b>Vendor Total-</b>		<b>102.30</b>	
<b>00000 DAMREN, MARK</b>						
0395	23030	09	REFUND ABATEMENT	2022-05		
REFUND ABATEMENT			E 33-01-99-97		530.61	0.00
			OVERLAY / OVERLAY - EXPENSE / MISC			
			<b>Vendor Total-</b>		<b>530.61</b>	
<b>00224 DUNBAR, LAURA</b>						
0395	23031	09	MATH AND SCIENCE	9/14/2022		
MATH AND SCIENCE			E 62-01-99-99		187.17	0.00
			DC STEVENS / DC STEVENS - EXPENSE / EXPENSE			
			<b>Vendor Total-</b>		<b>187.17</b>	
<b>00139 FIRE TECH &amp; SAFETY</b>						

Warrant 106

Jrnl	Check	Month	Invoice Description	Reference	Amount	Encumbrance
Description			Account	Proj		
0395	23032	09	COAT	207169		
COAT			E 05-05-35-01		135.00	0.00
			PUBLIC SAFTY / FD/ RSC DEPT - REPAIRS / EQUIPMENT			
			Invoice Total-		135.00	
0395	23032	09	NEW ATTIK LADDER 61	207192		
NEW ATTIK LADDER 61			E 05-05-35-04		785.00	0.00
			PUBLIC SAFTY / FD/ RSC DEPT - REPAIRS / FIRE TRUCKS			
			Invoice Total-		785.00	
			Vendor Total-		920.00	
00066 GENERATORS OF MAINE, INC						
0395	23033	09	RESCUE 6 REPAIRS	1645		
RESCUE 6 REPAIRS			E 05-05-35-04		812.00	0.00
			PUBLIC SAFTY / FD/ RSC DEPT - REPAIRS / FIRE TRUCKS			
			Invoice Total-		812.00	
0395	23033	09	GRATE BOILER ROOM CFAS	1654		
GRATE BOILER ROOM CFAS			E 13-02-35-08		492.00	0.00
			FACILITIES / CFAS - REPAIRS / BUILDING			
			Invoice Total-		492.00	
			Vendor Total-		1,304.00	
00744 GREENWALD, RICHARD						
0395	23034	09	MILEAGE REIMBURSEMENT 145	8/17-9/8/22		
MILEAGE REIMBURSEMENT 145			E 01-20-20-02		63.80	0.00
			GEN'L GOV. / CODE ENFORCE - SERVICES / TRANSPORTATI			
			Vendor Total-		63.80	
00009 HAMMOND LUMBER COMPANY						
0395	23035	09	BLACK TOP PATCH	5860658		
BLACK TOP PATCH			E 13-01-30-04		32.90	0.00
			FACILITIES / GENERAL - SUPPLIES / OPERATING			
			Invoice Total-		32.90	
0395	23035	09	TS NEW OFFICE	33265695		
TS NEW OFFICE			E 15-05-31-01		372.26	0.00
			SOLID WASTE / WASTE - SPECIAL / EVENTS			
			Invoice Total-		372.26	
			Vendor Total-		405.16	
00267 IRVING OIL CORPORATION						
0395	23036	09	FACILITY/CEMETERY FUEL	34655360		
FACILITY FUEL			E 13-01-30-02		348.70	0.00
			FACILITIES / GENERAL - SUPPLIES / FUEL			
CEMETERY FUEL			E 12-01-30-02		348.69	0.00
			CEMETERY / CEMETERY - SUPPLIES / FUEL			
			Vendor Total-		697.39	
00638 LEAF						
0395	23037	09	COPIER CONTRACT	13694363		
COPIER CONTRACT			E 01-10-20-14		155.98	0.00
			GEN'L GOV. / ADMIN - SERVICES / COPIER			
			Invoice Total-		155.98	
0395	23037	09	TOWN OFFICE COPIER	13648741		
TOWN OFFICE COPIER			E 01-10-20-14		10.18	0.00
			GEN'L GOV. / ADMIN - SERVICES / COPIER			
			Invoice Total-		10.18	
			Vendor Total-		166.16	
00715 LEVESQUE POOLS						
0395	23038	09	POOL REPAIRS	035456		

## Warrant 106

Jrnl	Check	Month	Invoice Description	Reference	Amount	Encumbrance
Description			Account	Proj		
POOL REPAIRS			E 13-02-35-15		440.54	0.00
			FACILITIES / CFAS - REPAIRS / POOL			
			<b>Vendor Total-</b>		<b>440.54</b>	
<b>00001 MAINE MUNICIPAL</b>						
0395	23039	09	BENEFITS			
DENTAL INSURANCE			G 1-226-00		201.00	0.00
			GEN'L FUND / DENTAL INS			
LIFE INSURANCE			G 1-229-00		281.45	0.00
			GEN'L FUND / LIFE INS			
HEALTH INSURANCE:ADMIN			E 01-10-10-13		1,864.42	0.00
			GEN'L GOV. / ADMIN - PERSONNEL / BENEFITS			
HEALTH INSURANCE:FACILITY			E 13-01-10-13		932.21	0.00
			FACILITIES / GENERAL - PERSONNEL / BENEFITS			
HEALTH INSURANCE			G 1-225-00		1,172.13	0.00
			GEN'L FUND / HEALTH INS.			
HEALTH INSURANCE:REC			E 25-30-10-13		932.21	0.00
			RECREATION / REC PROGRAMS - PERSONNEL / BENEFITS			
HEALTH INSURANCE:FD			E 05-05-10-13		1,858.84	0.00
			PUBLIC SAFTY / FD/ RSC DEPT - PERSONNEL / BENEFITS			
HEALTH INSURANCE:LIBRARY			E 30-01-10-13		932.21	0.00
			LIBRARY / LIBRARY - PERSONNEL / BENEFITS			
HEALTH INSURANCE: TS			E 15-05-10-13		926.63	0.00
			SOLID WASTE / WASTE - PERSONNEL / BENEFITS			
			<b>Vendor Total-</b>		<b>9,101.10</b>	
<b>00002 MAINE MUNICIPAL ASSOCIATION</b>						
0395	23040	09	UNEMPLOYMENT	32051		
UNEMPLOYMENT			E 23-20-99-99		889.58	0.00
			INSURANCE / UNEMPLOYMENT - EXPENSE / EXPENSE			
			<b>Invoice Total-</b>		<b>889.58</b>	
0395	23041	09	APPEAL BOARD TRAINING	1000430645		
PB TRAINING			E 01-05-13-01		65.00	0.00
			GEN'L GOV. / APP'LS BOARD - EDUCATION / EDUCATION			
			<b>Invoice Total-</b>		<b>65.00</b>	
			<b>Vendor Total-</b>		<b>954.58</b>	
<b>00054 MAINE SCALE LLC</b>						
0395	23042	09	TS SCALE REPAIRS	6473		
TS SCALE REPAIRS			E 15-05-35-20		903.75	0.00
			SOLID WASTE / WASTE - REPAIRS / SCALES			
			<b>Vendor Total-</b>		<b>903.75</b>	
<b>00582 MAINE TECHNOLOGY GROUP</b>						
0395	23043	09	TS ACCESS POINT INSTALL	29692		
TS ACCESS POINT INSTALL			E 13-09-35-08		187.50	0.00
			FACILITIES / TRANSFER STA - REPAIRS / BUILDING			
			<b>Vendor Total-</b>		<b>187.50</b>	
<b>00771 MAINELAND CONTRACTING</b>						
0395	23044	09	MATERIALS, 1/3 LABOR	02-8845		
MATERIALS, 1/3 LABOR			G 3-601-00		8,677.30	0.00
			CAPITAL PROJ / MAINT. GARAG			
			<b>Vendor Total-</b>		<b>8,677.30</b>	
<b>00532 MARSHALL GRINDING</b>						
0395	23045	09	WASTE REMOVAL			
WASTE REMOVAL			E 15-05-20-13		3,441.90	0.00
			SOLID WASTE / WASTE - SERVICES / DISPOSAL			
			<b>Vendor Total-</b>		<b>3,441.90</b>	



**A / P Warrant**

Warrant 106

Jrnl	Check	Month	Invoice Description	Reference	Amount	Encumbrance
Description	Account	Proj				
<b>00768 MCFADDEN, KAREN</b>						
0395	23046	09	SENIOR RESOURCE SUPPLIES	9/12/2022		
SENIOR RESOURCE SUPPLIES	E 20-02-99-06				1,047.31	0.00
	SOCIAL SRVS / SENIOR RESOU - EXPENSE / PROGRAMMING					
			<b>Vendor Total-</b>		<b>1,047.31</b>	
<b>00769 MID STATE MASONRY</b>						
0395	23047	09	DALTON CHIMNEY REPAIR	9/4/2022		
DALTON CHIMNEY REPAIR	E 13-11-35-08				3,800.00	0.00
	FACILITIES / DALTON - REPAIRS / BUILDING					
			<b>Vendor Total-</b>		<b>3,800.00</b>	
<b>00770 PHOENIX TAE KWAN DO</b>						
0395	23048	09	LOCAL AUTHOR	22-001		
BOOK, THOSE WHO COME ALON	E 30-01-30-09				12.00	0.00
	LIBRARY / LIBRARY - SUPPLIES / BOOKS					
			<b>Vendor Total-</b>		<b>12.00</b>	
<b>00182 PIKE INDUSTRIES, INC.</b>						
0395	23049	09	CRUSHED STONE	1202047		
CRUSHED STONE	E 10-01-30-04				602.94	0.00
	PUBLIC WORKS / ROADS-GM - SUPPLIES / OPERATING					
			<b>Vendor Total-</b>		<b>602.94</b>	
<b>00676 PINE TREE WASTE</b>						
0395	23050	09	TOILETS	1174009		
DEPOT FD	E 13-07-20-06				130.00	0.00
	FACILITIES / FD:DEPOT - SERVICES / RENTALS					
LONG POND BEACH	E 13-10-20-06				130.00	0.00
	FACILITIES / PARKS - SERVICES / RENTALS					
NBFD	E 13-08-20-06				130.00	0.00
	FACILITIES / FD:NB - SERVICES / RENTALS					
PENINSULA PARK	E 13-10-20-06				130.00	0.00
	FACILITIES / PARKS - SERVICES / RENTALS					
NBCC	E 13-03-20-06				130.00	0.00
	FACILITIES / NBCC - SERVICES / RENTALS					
			<b>Invoice Total-</b>		<b>650.00</b>	
0395	23050	09	TOILETS	1174010		
CEMETERY	E 12-01-20-06				130.00	0.00
	CEMETERY / CEMETERY - SERVICES / RENTALS					
GARAGE	E 13-04-20-06				130.00	0.00
	FACILITIES / GARAGE - SERVICES / RENTALS					
VILLAGE GREEN	E 13-10-20-06				130.00	0.00
	FACILITIES / PARKS - SERVICES / RENTALS					
			<b>Invoice Total-</b>		<b>390.00</b>	
			<b>Vendor Total-</b>		<b>1,040.00</b>	
<b>00003 REGISTRY OF DEEDS</b>						
0395	23051	09	4 LIEN DISCHARGES			
4 LIEN DISCHARGES	E 01-10-47-01				76.00	0.00
	GEN'L GOV. / ADMIN - FEES / DISCHARGE					
			<b>Vendor Total-</b>		<b>76.00</b>	
<b>00034 RSU # 18</b>						
0395	23052	09	REC TRANSPORTATION	23-08		
REC TRANSPORTATION	E 25-30-20-02				2,962.82	0.00
	RECREATION / REC PROGRAMS - SERVICES / TRANSPORTATI					
			<b>Vendor Total-</b>		<b>2,962.82</b>	
<b>00478 SEACOAST SECURITY, INC</b>						

Warrant 106

Jrnl	Check	Month	Invoice Description	Reference	Amount	Encumbrance
Description	Account	Proj				
0395	23053	09	ADDED NEW TM	798930		
ADDED NEW TM	E 13-14-20-10				30.00	0.00
	FACILITIES / TOWN OFFICE - SERVICES / SECURITY					
	<b>Vendor Total-</b>				<b>30.00</b>	
<b>00612 SPECTRUM ENTERPRISE</b>						
0395	23054	09	NBCC INTERNET	0010732082522		
NBCC INTERNET	E 13-03-20-01				117.97	0.00
	FACILITIES / NBCC - SERVICES / COMMUNICATIO					
	<b>Invoice Total-</b>				<b>117.97</b>	
0395	23054	09	TOWN OFFICE INTERNET	084051401090122		
TOWN OFFICE INTERNET	E 01-10-20-01				141.10	0.00
	GEN'L GOV. / ADMIN - SERVICES / COMMUNICATIO					
	<b>Invoice Total-</b>				<b>141.10</b>	
0395	23054	09	SEPTEMBER 2022	144009001090722		
LAKES FD	E 05-05-20-01				177.97	0.00
	PUBLIC SAFTY / FD/ RSC DEPT - SERVICES / COMMUNICATIO					
TRANSFER STATION	E 15-05-20-01				129.98	0.00
	SOLID WASTE / WASTE - SERVICES / COMMUNICATIO					
TOWN OFFICE	E 01-10-20-01				110.04	0.00
	GEN'L GOV. / ADMIN - SERVICES / COMMUNICATIO					
CFAS	E 25-30-20-01				169.99	0.00
	RECREATION / REC PROGRAMS - SERVICES / COMMUNICATIO					
LIBRARY	E 30-01-20-01				88.32	0.00
	LIBRARY / LIBRARY - SERVICES / COMMUNICATIO					
DEPOT FD	E 05-05-20-01				49.98	0.00
	PUBLIC SAFTY / FD/ RSC DEPT - SERVICES / COMMUNICATIO					
	<b>Invoice Total-</b>				<b>726.28</b>	
	<b>Vendor Total-</b>				<b>985.35</b>	
<b>00379 TREASURER, STATE OF MAINE</b>						
0395	23055	09	FUEL CHARGES	23B0096693		
FUEL CHARGES	E 05-05-30-02				977.58	0.00
	PUBLIC SAFTY / FD/ RSC DEPT - SUPPLIES / FUEL					
	<b>Vendor Total-</b>				<b>977.58</b>	
<b>00667 TRI POND VARIETY</b>						
0395	23056	09	RESCUE FUEL	119090397		
RESCUE FUEL	E 05-05-30-02				56.08	0.00
	PUBLIC SAFTY / FD/ RSC DEPT - SUPPLIES / FUEL					
	<b>Vendor Total-</b>				<b>56.08</b>	
<b>00265 UNITED STATES CELLULAR</b>						
0395	23057	09	COMMUNICATIONS	0529206118		
FACILITY	E 13-01-20-01				48.22	0.00
	FACILITIES / GENERAL - SERVICES / COMMUNICATIO					
TOWN MANAGER	E 01-15-20-01				31.76	0.00
	GEN'L GOV. / MANAGER - SERVICES / COMMUNICATIO					
FIRE DEPT	E 05-05-20-01				31.76	0.00
	PUBLIC SAFTY / FD/ RSC DEPT - SERVICES / COMMUNICATIO					
CEO	E 01-20-20-01				31.76	0.00
	GEN'L GOV. / CODE ENFORCE - SERVICES / COMMUNICATIO					
TRANSFER STATION	E 15-05-20-01				44.39	0.00
	SOLID WASTE / WASTE - SERVICES / COMMUNICATIO					
FD HOTSPOT	E 05-05-20-01				34.71	0.00
	PUBLIC SAFTY / FD/ RSC DEPT - SERVICES / COMMUNICATIO					
	<b>Vendor Total-</b>				<b>222.60</b>	
<b>00013 WASTE MANAGEMENT OF</b>						
0395	23058	09	MIXED WASTE	2057266-2080-5		

## Warrant 106

Jrnl	Check	Month	Invoice Description	Reference	Amount	Encumbrance
Description			Account	Proj		
MIXED WASTE			E 15-05-20-13		10,831.29	0.00
			SOLID WASTE / WASTE - SERVICES / DISPOSAL			
			Invoice Total-		10,831.29	
0395	23058	09	DEMO WASTE		2057267-2080-3	
DEMO WASTE			E 15-05-20-13		604.78	0.00
			SOLID WASTE / WASTE - SERVICES / DISPOSAL			
			Invoice Total-		604.78	
			Vendor Total-		11,436.07	
<b>00369 WB MASON CO, INC</b>						
00395	23059	09	NOTEPADS		232490003	
NOTEPADS			E 01-10-30-03		19.99	0.00
			GEN'L GOV. / ADMIN - SUPPLIES / OFFICE			
			Invoice Total-		19.99	
0395	23059	09	MESSAGE RECORD KEEPER		232493432	
MESSAGE RECORD KEEPER			E 01-10-30-03		19.56	0.00
			GEN'L GOV. / ADMIN - SUPPLIES / OFFICE			
			Invoice Total-		19.56	
			Vendor Total-		39.55	
<b>00421 YANKEE COMMUNICATIONS</b>						
0395	23060	09	RADIO REPAIRS		22-0690	
RADIO REPAIRS			E 05-05-35-04		1,487.90	0.00
			PUBLIC SAFTY / FD/ RSC DEPT - REPAIRS / FIRE TRUCKS			
			Vendor Total-		1,487.90	
			Prepaid Total-		0.00	
			Current Total-		1,149,265.29	
			EFT Total-		0.00	
			Warrant Total-		1,149,265.29	

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

MELANIE JEWELL, SELECTPERSON CHAIR \_\_\_\_\_  
 RICHARD W. DAMREN, JR., SELECTPERSON \_\_\_\_\_  
 DANIEL NEWMAN, SELECTPERSON \_\_\_\_\_  
 BARBARA ALLEN, V. CHAIR \_\_\_\_\_  
 CAROL JOHNSON, SELECTPERSON \_\_\_\_\_  
 LORNA DEE NICHOLS, TOWN MANAGER \_\_\_\_\_



- HEALTH OFFICER RESIGNATION (Action)

## Lorna Dee Nichols

---

**From:** Jennifer Clements  
**Sent:** Friday, September 9, 2022 10:02 AM  
**To:** Lorna Dee Nichols; Melanie Jewell; Richard Damren; Daniel Newman; Barbara Allen; Carol Johnson  
**Subject:** HO

**Follow Up Flag:** Follow up  
**Flag Status:** Flagged

Dear Town of Belgrade,

I am writing to announce my resignation as Town Health Officer, effective three weeks from this date. My last day will be September 30, 2022.

This was not an easy decision to make. Over the last few months, there have been many shifts in my fulltime job responsibilities and family priorities.

I have enjoyed working with our community over the last year.

Thank you for allowing me the opportunity to serve the Town of Belgrade.

Jennifer

Jennifer Clements, RN  
Health Officer  
Town of Belgrade

- PAYROLL DISBURSEMENT MEMO (Action)

# Memo

To: Board of Selectpersons  
From: Lorna Dee Nichols, Town Manager  
Date: Sept. 15, 2020  
Re: Disbursement Policy

---

Speaking with the Town's legal counsel, the Board will need to revise the current policy for payroll warrants to be in compliance with State law.



## Lorna Dee Nichols

---

**From:** Philip Saucier <psaucier@bernsteinshur.com>  
**Sent:** Thursday, September 15, 2022 10:18 AM  
**To:** Lorna Dee Nichols  
**Cc:** Amanda J. Methot  
**Subject:** RE: Disbursement Policy  
**Attachments:** Delegation of Authority to Sign Payroll Disbursements 8-7-2018.doc; 05-15-2012 spmin.doc; Draft Belgrade Payroll Disbursement Policy.docx

### EXTERNAL MESSAGE:

Hi Lorna,

It was good to talk with you a few moments. I have had a chance to review the Town's Payroll Disbursement Policy, and in my view it is not consistent with Maine law and should be amended by the Board of Selectmen to require at least one Board member to sign disbursement warrants.

Under [30-A M.R.S. § 5603\(2\)\(A\)](#), and except as otherwise provided by charter or ordinance, the Town's treasurer can only disburse money on the authority signed by a majority of the Board of Selectmen. The statute does, however, give the Board the authority to adopt a written policy to permit the disbursement of wages and benefits when the disbursement warrant is signed by one or more municipal officers (i.e. Select Board members) – and that policy must be filed with the clerk and treasurer and renewed annually by the Board. In other words, the Board's policy could authorize the Chair (or another member specifically designed) to sign instead of having a majority of the board affirmatively vote to sign each disbursement warrant.

I have provided a draft policy for your review that has been adapted from the MMA template. You'll see the specific Board member must be designated in the policy, you could simply add "the Chair" or a specific person.

I hope this is helpful, and please let me know if you have any further questions.

-Phil

### Philip Saucier

BERNSTEINSHUR - Shareholder

Municipal & Governmental Services Practice Group Leader

207 228-7160 direct

[My Bio](#) | [Portland, ME](#)

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

---

**From:** Lorna Dee Nichols <townmanager@townofbelgrade.com>  
**Sent:** Monday, September 12, 2022 10:37 AM  
**To:** Philip Saucier <psaucier@bernsteinshur.com>  
**Subject:** RE: Disbursement Policy

EXTERNAL EMAIL

Attached for your review – thank you Phil!

I also attached 5/15/2012 minutes – see #8.

Lorna

*Lorna Dee Nichols*

**TOWN MANAGER**

Town of Belgrade

990 Augusta Road

Belgrade, ME 04917

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

**207-495-2258**

*Put your heart, mind and soul into even your smallest acts. This is the secret of success. ~ Have a Festive Day!*

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---

**From:** Philip Saucier <[psaucier@bernsteinshur.com](mailto:psaucier@bernsteinshur.com)>  
**Sent:** Monday, September 12, 2022 10:25 AM  
**To:** Lorna Dee Nichols <[townmanager@townofbelgrade.com](mailto:townmanager@townofbelgrade.com)>  
**Subject:** RE: Disbursement Policy

**EXTERNAL MESSAGE:**

Hi Lorna,

Congratulations on your new appointment! I'm looking forward to working with you in Belgrade.

I would be happy to help review this matter – do you have a copy of the Disbursement Policy that you could email me?

Take care,  
Phil

**Philip Saucier**  
Shareholder  
Municipal & Governmental Services Practice Group Leader  
207 228-7160 direct  
207 774-1200 main

## BERNSTEINSHUR

[Portland, ME](#) | [Manchester, NH](#) | [Augusta, ME](#) | [bernsteinshur.com](#)

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**From:** Lorna Dee Nichols <[townmanager@townofbelgrade.com](mailto:townmanager@townofbelgrade.com)>

**Sent:** Monday, September 12, 2022 10:18 AM

**To:** Philip Saucier <[psaucier@bernsteinshur.com](mailto:psaucier@bernsteinshur.com)>

**Subject:** Disbursement Policy

### EXTERNAL EMAIL

Good morning Phil!

I have finished up my first week as the new Town Manager for Belgrade and diving right in for week two. I see the Town has a disbursement policy (effective 2012) authorizing the Town Manager to sign warrants for Payroll, State (BMV, etc.) and to sign a check for postage for bulk rate mailers as needed.

I wanted to check to be certain this type of policy is legal and compliant.

Would you let me know your thoughts?

Thank you so much!

*Lorna Dee Nichols*

**TOWN MANAGER**

Town of Belgrade  
990 Augusta Road  
Belgrade, ME 04917  
[townmanager@townofbelgrade.com](mailto:townmanager@townofbelgrade.com)

**207-495-2258**

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**TOWN OF BELGRADE**

**BOARD OF SELECTPERSONS' POLICY ON DISBURSEMENT OF MUNICIPAL PAYROLL FUNDS**

Pursuant 30-A M.R.S.A. Section 5603(2)(A)(1), the Town Treasurer is hereby authorized to disburse funds to pay the costs of municipal employees' wages and benefits when the Treasurer has been presented with a disbursement warrant signed by one or more member of the Board of Selectpersons, specifically \_\_\_\_\_.

Before disbursing any funds on such a warrant, however, the Town Treasurer shall satisfy himself or herself that the warrant is indeed signed by the designated Board member. The Treasurer shall not, however, pay any item on a warrant if payment of that item would result in an overdraft, and shall report any refusal to honor the item in writing to Board of Selectpersons promptly.

The Chair of the Board of Selectpersons shall file a copy of this policy with the Town Clerk and provide a copy to the Municipal Treasurer and shall ensure that this policy is brought to the attention of the Board of Selectpersons annually for consideration of renewal. The Town Clerk shall, after approval by the Board of Selectpersons of any meeting in which they have voted a renewal of this policy, attest to such renewal by endorsing the policy below, and shall then file a copy of that policy bearing that renewal endorsement in the Clerk's files and shall deliver a copy to the Municipal Treasurer

Adopted: September 20, 2022

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

Board of Selectpersons

Certified renewed:

Date	Clerk's initial
_____	
_____	
_____	
_____	

- BINGO REQUEST – Belgrade PTO (Action)

FOR OFFICE USE ONLY

Check # \_\_\_\_\_

Amount \$ \_\_\_\_\_



## Application to Register Beano/Bingo

MGCU - 5000

**\*\*The application and registration fees must be received by the Gambling Control Unit at least ten business days prior to the Bingo Occasion\*\***

**Beano/Bingo:** \$5.00 Special Per Game Registration; \$12 Calendar Week (Monday through Sunday); \$36 Calendar Month; \$400 Calendar Year

Make check payable to Treasurer, State of Maine

---

**Return the completed and signed application to:**

**Department of Public Safety  
Gambling Control Unit  
Central Maine Commerce Center  
87 State House Station  
45 Commerce Drive, Suite 3  
Augusta, Maine 04333-0087  
(207) 626-3900 – Office  
(207) 287-4356 – Fax**

1. Organization Name: Rotary Club of Augusta

Organization Number: 9068 Federal Tax ID # (EIN): 01-6018947

Business Address: PO Box 118

City: Augusta State: ME Zip Code 01330

Mailing Address: same Phone: N/A

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip Code: \_\_\_\_\_

2. Current Officers:  
Victoria Abbott  
President

NAME & TITLE	ADDRESS	CITY/ZIP	PHONE	DATE TERM EXPIRES
<u>Victoria Abbott</u> <u>President</u>				
<u>Vicki Larrabee</u> <u>Secretary</u>	<u>33 Forest Park</u>	<u>Waterville</u>	<u>04901</u>	<u>649-2328</u>
<u>Christine Devine</u> <u>Treasurer</u>	<u>PO Box 348</u>	<u>Belgrade Lakes</u>	<u>04918</u>	<u>446-8972</u>
<u>Rick Langley</u> <u>Past President</u>	<u>5 Hancock St</u>	<u>Augusta ME</u>	<u>04330</u>	<u>632-4717</u>

3. Location where Beano/Bingo is to be conducted:

Belgrade Central School 158 Depot Rd Belgrade 04917  
BUILDING ADDRESS CITY/ZIP

4. Person responsible for conduct of Beano/Bingo:

Christine Devine 446-8972  
NAME DAYTIME PHONE & EVENING PHONE

E-Mail Address: cdevine@krfcu.org

5. Circle the day(s) of the week you will be conducting Beano/Bingo:

Mon      Tue      Wed      Thu      Fri      Sat      Sun

6. What time do the doors open? 5:15pm      What time does the game start? 6:30pm

7. Dates – Please specify the dates of the Bingo Occasion(s). If more space is needed, please attach a separate sheet of paper with this information on it.

<u>11/18/22</u>	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____

8. Does the organization own all the equipment used in operating Beano/Bingo?    Yes     No

If "NO", Attach a sheet of paper to this application explaining the circumstances under which the equipment was acquired. Please write your organization name and number on the sheet.

9. Has any current officer of the organization or association ever been convicted of or have any charges currently pending for violating the gambling or lottery laws of the United States or the State of Maine?

Yes     No

If "YES" attach a sheet of paper to this application providing the person's name, address, and date and place of conviction or date and location of pending charge. Please write your organization name and number on the sheet.

10. Does the organization have any delinquent / outstanding Disposition of Funds Reports?    Yes     No

If "YES" include all reports with this application. If the reports are not included, this application is considered incomplete.



11. **Fair Association Only:** Attach a list of the names and home addresses of the persons operating or assisting in the registered activity. **Please write your organization name and number on the list.**

12. The following consent must be completed by the municipal officers of the city or town where the Beano/Bingo will take place unless a separate "Letter of Approval" is attached to this application.

Check here if you have attached a "Letter of Approval." Letters that have an expiration date of greater than five years from the issue date will not be accepted by this office

### Municipal Consent to Register

The undersigned municipal officers of the City/Town of Belgrade hereby certify that we consent to the registration by Augusta Rotary Club to operate Beano/Bingo in accordance with the provisions of 17 M.R.S.A. Chapter 13-A and in accordance with the Rules promulgated by the State of Maine, Department of Public Safety, Gambling Control Unit governing the operation of Beano/Bingo.

Name: \_\_\_\_\_

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

Name: \_\_\_\_\_

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

Name: \_\_\_\_\_

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

Name: \_\_\_\_\_

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

13. The applicant agrees to obey Federal, State of Maine laws, and rules governing Beano/Bingo promulgated by the Department of Public Safety, Gambling Control Unit. The applicant warrants the truth of the foregoing statements on penalty of perjury.

Signed: Christine Devine

Print Name: Christine Devine Title: Treasurer

Date: 9/20/22 Age 18 or older: Yes  No

FOR OFFICE USE ONLY

Check # \_\_\_\_\_

Amount \$ \_\_\_\_\_



## Application to Register Beano/Bingo

**MGCU - 5000**

**\*\*The application and registration fees must be received by the Gambling Control Unit at least ten business days prior to the Bingo Occasion\*\***

**Beano/Bingo: \$5.00 Special Per Game Registration; \$12 Calendar Week (Monday through Sunday); \$36 Calendar Month; \$400 Calendar Year**

**Make check payable to Treasurer, State of Maine**

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**Return the completed and signed application to:**

**Department of Public Safety  
Gambling Control Unit  
Central Maine Commerce Center  
87 State House Station  
45 Commerce Drive, Suite 3  
Augusta, Maine 04333-0087  
(207) 626-3900 – Office  
(207) 287-4356 – Fax**

1. Organization Name: Belgrade Central PTO

Organization Number: 1842 Federal Tax ID # (EIN): 01-390681

Business Address: 158 Depot Rd.

City: Belgrade State: ME Zip Code 04717

Mailing Address: same Phone: 495-2321

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip Code: \_\_\_\_\_

2. Current Officers:

NAME & TITLE	ADDRESS	CITY/ZIP	PHONE	DATE TERM EXPIRES
<u>Carrie Brennan</u> <u>Co-Pres.</u>	<u>18 Rock Garden Estates</u>	<u>Belgrade</u>	<u>877-4509</u>	<u>N/A</u>

<u>Stephanie Gardner</u> <u>Co-Pres</u>	<u>22 Amber Lane</u>	<u>Belgrade</u> <u>ME 04717</u>	<u>592-5577</u>	<u>N/A</u>
--	----------------------	------------------------------------	-----------------	------------

<u>Heather Holinger</u> <u>Co-VP</u>	<u>20 Lenfestey Lane</u>	<u>Belgrade</u>	<u>649-1935</u>	<u>N/A</u>
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<u>Rita Daniels</u> <u>Co-VP</u>	<u>106 Depot Rd</u>	<u>Belgrade</u>	<u>660-2497</u>	<u>N/A</u>
-------------------------------------	---------------------	-----------------	-----------------	------------

3. Location where Beano/Bingo is to be conducted:

BUILDING	ADDRESS	CITY/ZIP
<u>Belgrade Central School</u>	<u>158 Depot Rd</u>	<u>Belgrade 04717</u>

4. Person responsible for conduct of Beano/Bingo:

NAME	DAYTIME PHONE & EVENING PHONE
<u>Christine Devine</u>	<u>446-8972</u>

E-Mail Address: cdevine@kvfcu.org

5. Circle the day(s) of the week you will be conducting Beano/Bingo:

Mon      Tue      Wed      Thu      **Fri**      Sat      Sun

6. What time do the doors open? 5:15 pm      What time does the game start? 6:30 pm

7. Dates – Please specify the dates of the Bingo Occasion(s). If more space is needed, please attach a separate sheet of paper with this information on it.

<u>11/18/22</u>	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____

8. Does the organization own all the equipment used in operating Beano/Bingo?    Yes     No

If "NO", Attach a sheet of paper to this application explaining the circumstances under which the equipment was acquired. Please write your organization name and number on the sheet.

9. Has any current officer of the organization or association ever been convicted of or have any charges currently pending for violating the gambling or lottery laws of the United States or the State of Maine?

Yes     No

If "YES" attach a sheet of paper to this application providing the person's name, address, and date and place of conviction or date and location of pending charge. Please write your organization name and number on the sheet.

10. Does the organization have any delinquent / outstanding Disposition of Funds Reports?    Yes     No

If "YES" include all reports with this application. If the reports are not included, this application is considered incomplete.

11. **Fair Association Only:** Attach a list of the names and home addresses of the persons operating or assisting in the registered activity. Please write your organization name and number on the list.

12. The following consent must be completed by the municipal officers of the city or town where the Beano/Bingo will take place unless a separate "Letter of Approval" is attached to this application.

Check here if you have attached a "Letter of Approval." Letters that have an expiration date of greater than five years from the issue date will not be accepted by this office

**Municipal Consent to Register**

The undersigned municipal officers of the City/Town of Belgrade hereby certify that we consent to the registration by Belgrade Central PTO to operate Beano/Bingo in accordance with the provisions of 17 M.R.S.A. Chapter 13-A and in accordance with the Rules promulgated by the State of Maine, Department of Public Safety, Gambling Control Unit governing the operation of Beano/Bingo.

Name: \_\_\_\_\_

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

Name: \_\_\_\_\_

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

Name: \_\_\_\_\_

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

Name: \_\_\_\_\_

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

13. The applicant agrees to obey Federal, State of Maine laws, and rules governing Beano/Bingo promulgated by the Department of Public Safety, Gambling Control Unit. The applicant warrants the truth of the foregoing statements on penalty of perjury.

Signed: \_\_\_\_\_

Print Name: \_\_\_\_\_ Title: \_\_\_\_\_

Date: \_\_\_\_\_ Age 18 or older: Yes  No



- TOWN MANAGER REPORT



**TOWN OF BELGRADE, MAINE**  
**OFFICE OF THE TOWN MANAGER**  
Lorna Dee Nichols

990 Augusta Road  
[townmanager@townofbelgrade.com](mailto:townmanager@townofbelgrade.com)  
[www.townofbelgrade.com](http://www.townofbelgrade.com)

Belgrade, ME 04917  
207-495-2258

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## **Town Manager's Report**

September 20, 2022, Select Board Meeting

### ***Water Project***

We received the updated agreement from the Town's attorney for the MEDOT/BELGRADE Water project for your review and approval. We'll need this finalized so that the agreement can be printed and made available with the Warrant for November 8 (absentee ballots must be available by October 8, we should have the materials on the warrant finalized so voters are informed prior to completing the ballot process). A public hearing will be held for the warrant at your next regular meeting on October 4. The deadline to get the notice for hearing posted is September 26.

After speaking with our Town attorney, if the Board does not feel comfortable with the current agreement (you have more questions, concerns etc.), Phil sent along correct warrant article language for the November ballot which would allow voters to approve the agreement by authorizing the Select Board to iron out the final details. This information is also included in your packet.

### ***Dalton Property***

Facilities Supervisor Cory will give you an update at the September 20 meeting on electrical and plumbing work that needs to be done. In addition, the Town has had an RFP for roof repair out for some time with no bids. After putting the information out again this week, we did have one bid come in which is included in your packet. The Board should make a decision on this and then where to take these funds from. A possibility to consider would be the Parks and Recreation Reserve which has a balance of \$99,542.61. In addition, we have a potential grant opportunity through the State of Maine that I have asked Cory to look into for possible help in funding upgrades and improvements to the property.



### ***Health Officer***

We received a resignation notice from Jennifer Clements on September 9 with an effective date of September 30, 2022. This is included in your packet and will be listed as an action item for your September 20 meeting.

### ***Maine DOT Region 2 Pavement Preservation Project***

Included in your packet for review is a notice from the Maine Department of Transportation for a pavement preservation project which will go out to bid in March of 2023. The project is slated to begin 0.03 of a mile north of Darin Drive in August and extend north 6.21 miles.

### ***TRIO-Web***

With the server upgrade, we can now begin the upgrade to TRIO-Web. I have reached out to Harris Computers (TRIO) for quotes on adding the Sketch module for the 2023 budget process, as well as the cost associated with having TRIO host for us. Once Harris sets up access to the web program, I'll be able to assess where we are and what needs to be done to migrate from SQL, along with setting up the appropriate training for the front office. One of the great benefits of TRIO-Web is that you can access from anywhere and by adding the sketch module, we can work to get property cards created and uploaded to our website. This would save an incredible amount of time the front office spends responding to requests as well as providing easier access in the event we ever do a revaluation.

### ***CEO***

We held interviews for the position of Code Enforcement Officer on Friday morning, September 16. The interview committee has recommended one candidate for hire.

### ***Narrows West Bridge***

Stakeholders met at the bridge with Maine D.O.T. to determine the best areas for turnarounds for school buses, plow trucks and discussed how to ensure emergency services are able to access residents on either side of the bridge as it will be closed during the winter months. You will find a memo giving a brief recap of that meeting in your packet.



**Minot Hill Chip Sealing**

I met with Road Commissioner Jason Stevens this week and we went over the RFP and contract for the work that has been done. As you know, we have fielded several complaints and concerns about the condition of the road after this work had been completed. You will see some highlighted areas on the paperwork in your packet to review. In addition, the last payment in the amount of \$85,333.14 is included in AP Warrant 106 for your review/approval at the September 20 meeting.

A handwritten signature in blue ink, appearing to read "Lorna Dee Nichols". The signature is fluid and cursive, with the first name "Lorna" being the most prominent.

Respectfully submitted,  
Lorna Dee Nichols, Town Manager / Belgrade

# Memo

To: Board of Selectpersons  
From: Lorna Dee Nichols, Town Manager  
Date: Sept. 15, 2020  
Re: Narrows West Bridge Meeting

---

Myself, Maine D.O.T. staff (Tony and Devan), Rescue Chief Travis, Selectperson Carol Johnson, RSU 18 Transportation Director and a representative of Mt. Vernon all met this morning to identify safe turn-arounds on either side of the bridge project for the winter months.

To recap:

- The project will go out to bid late this month or early October
- Materials will then be ordered
- They will take out the current structure and ramps mid-November
- Work will commence through the winter
- The road should be open in April with paving in May
- They have a completion target date of Memorial Day (or prior to)
- There are environmental issues working in/near the water by the end of April
- The bridge is 24'x56' with 11-foot lanes and 1 feet of shoulder

The D.O.T. sub will plow the construction area to the boat landing (Mt. Vernon will continue to plow the boat landing as this will be a turn-around); on the other side to the Burdette's residence if an agreement can be reached to allow the use of their driveway as a turn-around (across from Hermann Drive).

D.O.T. will provide a template for the Town to use for an agreement for the use of the driveway (Burdette).

Signage will include 'local traffic only', 'bus turn around ahead', construction signs etc.

D.O.T. will send a map that we can post to the Town's Facebook page, website etc.

D.O.T. will host a public meeting for the project.

We explored the runoff carrying fines into the lake; pictures of this could be sent to D.O.T. to help them as they review what options they might consider. They made no

promises they would do anything. The type of property on either side of the bridge area is prohibitive in many ways (conservation, historic).

Removing the top layer of soil and adding crushed rock was discussed which would help to filter the fines from the water, preventing those from being washed into the lake as an option.

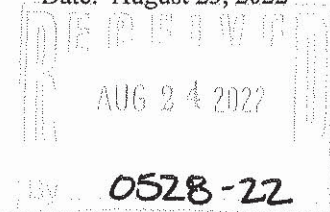
Travis asked about a dry hydrant installation; they said it is a simple process and they do it often. Normally Towns pay for the materials and D.O.T. installs but again, they would need to explore if they could do that in this area because of the type of property (conservation, historic).

# STATE OF MAINE

## Memorandum

Date: August 23, 2022

To: Kirk F. Mohney, MHPC  
From: Julie Senk, Maine DOT/ENV  
Subject: Section 106 request for concurrence  
Project: Rome 25107.00, MHPC #0528-22  
Scope: Bridge Replacement



The Maine DOT has reviewed this project pursuant to the Maine Programmatic Agreement (PA) and Section 106 of the National Historic Preservation Act of 1966, as amended.

The project consists of the replacement of the Narrows West Bridge #5912 that carries Castle Island Road over Long Pond, located 0.01 of a mile west of the Belgrade town line.

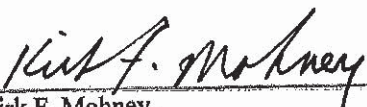
In accordance with 36 CFR Part 800.4, the following identification efforts of historic properties were made:

- 800.4(a) (1) – The Area of Potential Effect (APE) includes properties/structures adjacent to the bridge and within the project limits. The project limits are defined by the bridge and the immediately adjacent area. Properties/structures adjacent to this project limit are considered to be within the APE. The APE is shown as a red polygon on the attached map.
- 800.4(a) (2) – Review of existing information consisted of researching the National Register and MHPC survey databases. The Maine Historic Preservation Commission Archaeological staff has reviewed the undertaking
- 800.4(a) (3) – The Towns of Belgrade and Rome, along with applicable historical societies, were contacted via email and asked to comment on knowledge of, or concerns with, historic properties in the area, and any issues with the undertaking's effect on historic properties. The Towns was also requested to provide information regarding local historic societies or groups. No replies were received.
- 800.4(a) (4) – Emails outlining project location and scope were sent to the 4 federally recognized Tribes in Maine. The Mi'kmaq Nation and the Passamaquoddy Tribe have replied and have no obvious concerns about the project.
- 800.4(c) – The Maine DOT conducted historic architectural surveys within the APE to determine if properties met National Register criteria. Maine Historic Preservation Commission Archaeological staff has reviewed the undertaking and recommended a finding of "no archaeological properties affected by the proposed undertaking." **The Maine DOT has determined that the Castle Island Camps Historic District is eligible for listing in the National Register of Historic Places. Fifteen properties contribute to the historic district.**

*In accordance with the PA and 36 CFR Part 800, please reply with your concurrence or objection to the determinations of eligibility for listing in the National Register of Historic Places within 30 days. If more information is deemed necessary, please supply a list of the specific resources in question.*

Please contact me at Julie.senk@maine.gov or 592-3486 if you have any questions. Thank you.

cc: CPD e-file  
enc: Architectural survey package

CONCUR	
	8/30/22
Kirk F. Mohney, State Historic Preservation Officer	Date

# STATE OF MAINE DEPARTMENT OF TRANSPORTATION



### LIST OF DRAWINGS

Title Sheet .....	1
General Plan .....	2
Profile .....	3
Typical Sections .....	4

### SPECIFICATIONS

Design: Load and Resistance Factor Design per AASHTO LRFD Bridge Design Specifications, Ninth Edition 2020.

### DESIGN LOADING

Live Load ..... HL - 93 Modified for Strength I

### TRAFFIC DATA

Current (2021) AADT .....	1,370
Future (2041) AADT .....	1,640
DHV - % of AADT .....	11%
Design Hour Volume .....	180
Heavy Trucks (% of AADT) .....	9%
Heavy Trucks (% of DHV) .....	9%
Directional Distribution (% of DHV) .....	52%
18 kip Equivalent P 2.0 .....	67
18 kip Equivalent P 2.5 .....	63
Design Speed (mph) .....	25

### HYDROLOGIC DATA

Drainage Area .....	121.0 sq mi
Headwater Elevation (Q1.1) .....	237.75 ft*
Headwater Elevation (Q10) .....	239.40 ft
Headwater Elevation (Q50) .....	240.60 ft
Headwater Elevation (Q100) .....	241.20 ft

\*Summer Elevation

### MATERIALS

Concrete:

Curbs .....	Class "LP"
Precast .....	Class "P"
All Other .....	Class "A"

Reinforcing:

Plain Reinforcing Steel .....	ASTM A 615, Grade 60
Low-Carbon Chromium Reinforcing Steel .....	ASTM A 1035, Grade 100
Glass Fiber Reinforced Polymer (GFRP) .....	ASTM D7957
Prestressing Strands .....	AASHTO M 203 (ASTM A 416), Grade 270, Low Relaxation

### BASIC DESIGN STRESSES

Concrete	
Class "A" .....	f 'c = 4,000 psi
Class "P" .....	f 'ci = 6,500 psi
	f 'c = 8,000 psi
Class "LP" .....	f 'c = 5,000 psi
Reinforcing	
Plain Reinforcing Steel .....	f y = 60,000 psi
Low-Carbon Chromium Reinforcing Steel .....	f y = 100,000 psi
Glass Fiber Reinforced Polymer (GFRP)	
#5 .....	f fu = 100,000 psi
#6 .....	f fu = 100,000 psi
Minimum Elastic Modulus .....	Ef = 6,150,000 psi
Prestressing Strands .....	F μ = 270,000 psi

## ROME - BELGRADE KENNEBEC COUNTY NARROWS WEST BRIDGE OVER LONG POND CASTLE ISLAND ROAD STATE PROJECT WIN. 025107.00 PROJECT LENGTH 0.03 mi. BRIDGE NO. 5912

Draft PDR  
September 2, 2022

### UTILITIES

N/A

### MAINTENANCE OF TRAFFIC

Bridge will be closed to traffic during construction with traffic detoured.

<u>PROJECT LOCATION</u>	Narrows West Bridge #5912 in Rome carrying Castle Island Road over Long Pond. Lat./Long. 44°30'45" N 69°54'35" W
<u>PROGRAM AREA</u>	Bridge
<u>OUTLINE OF WORK</u>	Replacement of Narrows West Bridge #5912 in Rome with associated approach work.



WIN 025107.00

ROME - BELGRADE  
NARROWS WEST BRIDGE  
TITLE SHEET

SHEET NUMBER

1

OF 4

STATE OF MAINE	
DEPARTMENT OF TRANSPORTATION	
APPROVED	DATE
COMMISSIONER:	CHIEF ENGINEER:

PROJECT INFORMATION	SIGNATURE	P. E. NUMBER	DATE
PROGRAM	TONY BEAULIEU, PE		
PROJECT MANAGER	ASHLEY STEPHENS, PE		
DESIGNER			
CONSULTANT	HNTB		
PROJECT RESIDENT			
CONTRACTOR			
PROJECT COMPLETION DATE			

Date:9/2/2022

Username:

Division:

Filename:001\_Title\_Sheet.dgn

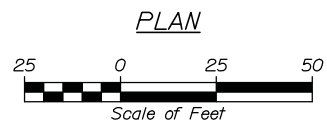
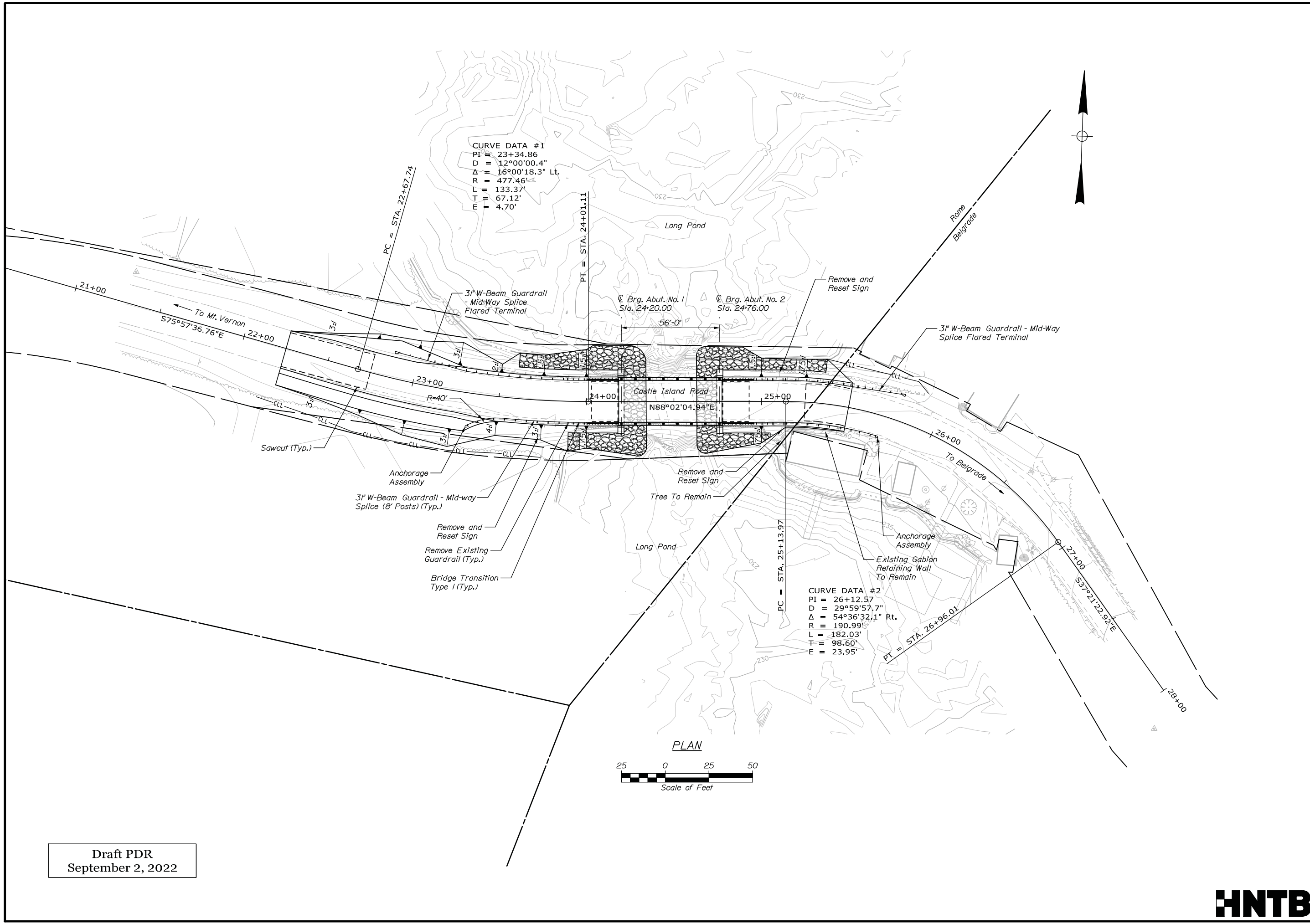


Date: 9/2/2022

Username:

Division:

Filename: 002\_GeneralPlan.dgn



Draft PDR  
September 2, 2022

STATE OF MAINE		DEPARTMENT OF TRANSPORTATION		WIN 025107.00		BRIDGE NO. 8912	
NARROWS WEST BRIDGE		LONG POND		KENNEBEC COUNTY		GENERAL PLAN	
ROME-BELGRADE		SHEET NUMBER		2		OF 4	
PROJ. MANAGER	BY	DATE	SIGNATURE	P.E. NUMBER	DATE	FIELD CHANGES	
DESIGN-DETAILED: E. Davidson	E. Davidson	09/22				REVISIONS 1	
CHECKED-REVIEWED: L. Driscoll	A. Stephens	09/22				REVISIONS 2	
DESIGN-DETAILED:						REVISIONS 3	
REVISIONS 1						REVISIONS 4	
REVISIONS 2						REVISIONS 4	
REVISIONS 3						REVISIONS 4	
REVISIONS 4						REVISIONS 4	

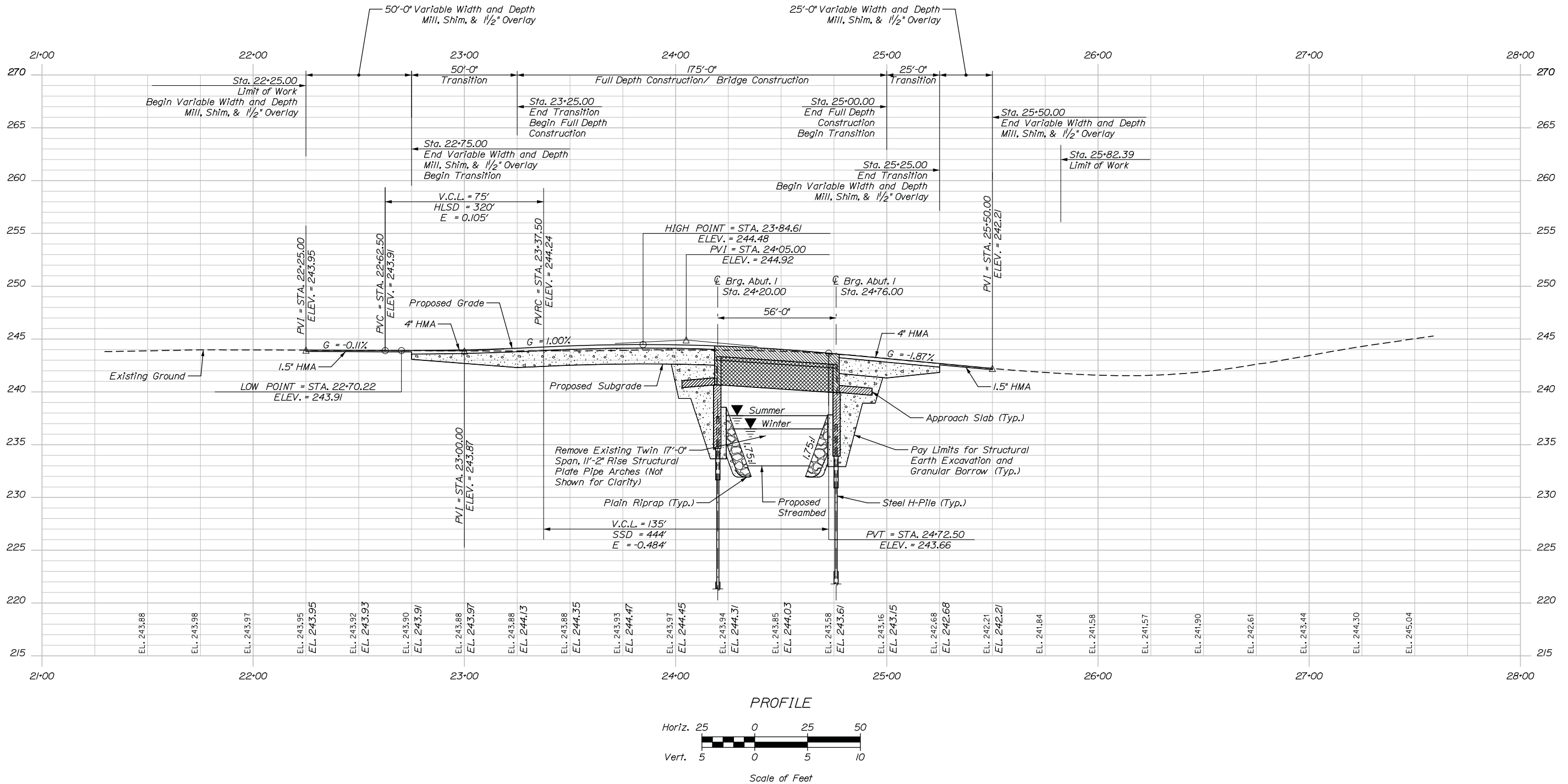


Date: 9/2/2022

Username:

Division:

Filename: 003\_Profile.dgn



Draft PDR  
September 2, 2022

STATE OF MAINE DEPARTMENT OF TRANSPORTATION		WIN 025107.00	
BRIDGE NO. 5912		BRIDGE PLANS	
PROJ. MANAGER	DATE	BY	DATE
DESIGN-DETAILED: E. Davidson	09/22	E. Davidson	09/22
CHECKED-REVIEWED: L. Driscoll		A. Stephens	09/22
DESIGN-DETAILED	SIGNATURE		
REVISIONS 1	P.E. NUMBER		
REVISIONS 2	DATE		
REVISIONS 3			
REVISIONS 4			
FIELD CHANGES			
NARROWS WEST BRIDGE LONG POND ROME-BELGRADE KENNEBEC COUNTY		PROFILE	
SHEET NUMBER		3	
		OF 4	

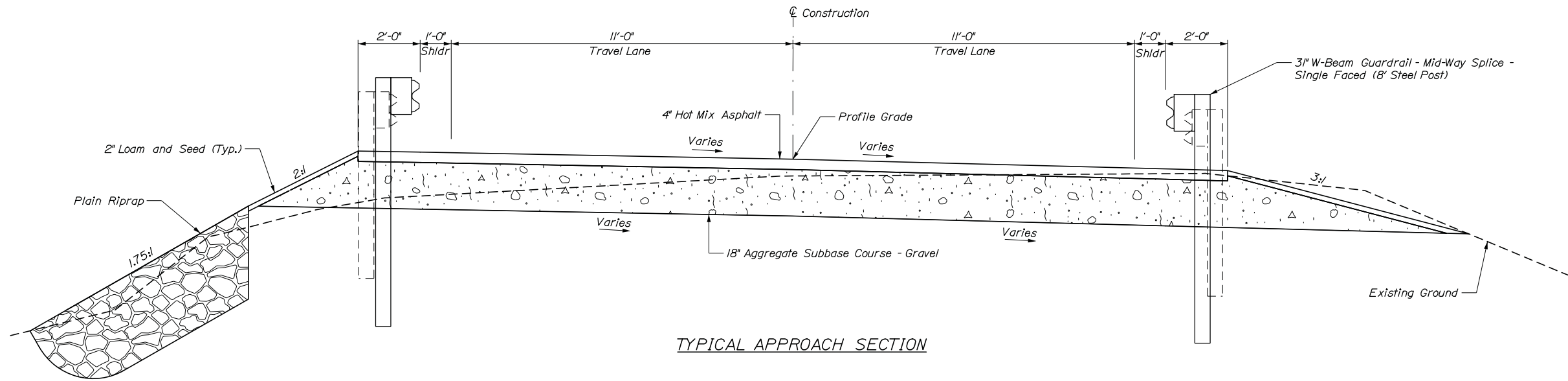


Date: 9/2/2022

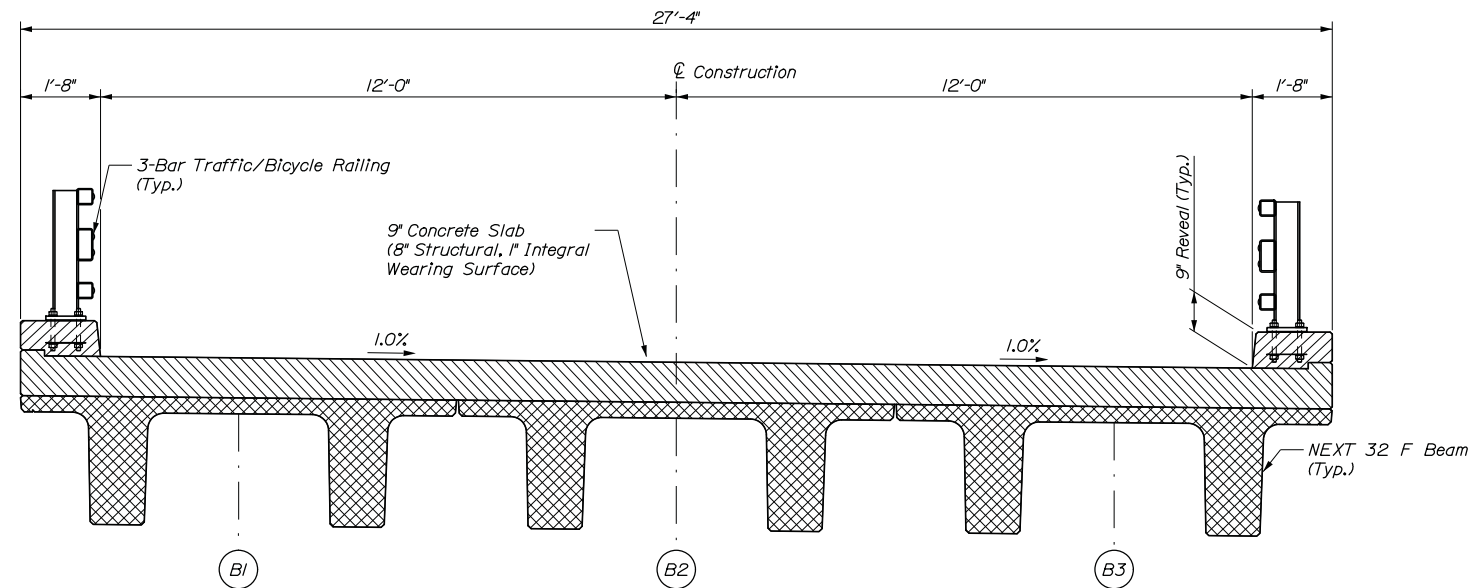
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Division:

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TYPICAL APPROACH SECTION



TRANSVERSE SECTION

Draft PDR  
September 2, 2022

STATE OF MAINE  
DEPARTMENT OF TRANSPORTATION

WIN 025107.00

BRIDGE NO. 5912  
BRIDGE PLANS

PROJ. MANAGER	E. Davidson	DATE	09/22
DESIGN-DETAILED	E. Davidson	BY	E. Davidson
CHECKED-REVIEWED	L. Driscoll		A. Stephens
DESIGNS-DETAILED			
REVISIONS 1			
REVISIONS 2			
REVISIONS 3			
REVISIONS 4			
FIELD CHANGES			

NARROWS WEST BRIDGE  
LONG POND  
ROME-BELGRADE KENNEBEC COUNTY  
TYPICAL SECTIONS

SHEET NUMBER

4

OF 4





**Architectural Survey Report  
MaineDOT  
Bridge Replacement  
Rome, Maine  
WIN 25107.00**

Julie Senk  
Historic Preservation Coordinator  
Maine DOT  
16 State House Station  
Augusta, ME 04333  
Julie.senk@maine.gov  
207.592.3486

**Prepared for:** *Sponsoring agency or entity*  
Maine Department of Transportation, Augusta, Maine

**Dates:** *Provide the dates from when the project was started up through when the report was written and/or revised and submitted.*  
March 29, 2022 – August 18, 2022

**Level:** *Reconnaissance or Intensive*  
Reconnaissance

**Name of surveyors:** *(If different from author, provide contact information for each surveyor.)*  
Julie Senk

**Continuing project?** *If so, please summarize previous efforts.*  
No.

## **I. EXECUTIVE SUMMARY**

The proposed undertaking consists of the replacement of the Narrows West Bridge (#5912) that carries Castle Island Road over Long Pond, located 0.01 of a mile west of the Belgrade town line. There are fifteen properties within the survey area that are over 45 years of age, all of which are eligible for listing in the National Register of Historic Places as a historic district.

## **II. RESEARCH DESIGN AND BACKGROUND RESEARCH**

**A. Basis:** *Describe the purpose of this survey. Identify the Federal or State regulations mandating this survey, or any Programmatic Agreements associated with this project.*

The purpose of the survey is to identify and document all resources 45 years old or older within the APE and evaluate eligibility for listing in the National Register of Historic Places. The survey is a requirement by Section 106 of the National Historic Preservation Act of 1966, as amended, 16 U.S.C 470 f, which states that prior to the expenditure of any Federal funds, the agency should consider the effect of any undertaking on any district, site, building, structure or object listed in or eligible for the National Register of Historic Places. The Maine Department of Transportation will report all findings to the Maine Historic Preservation Commission pursuant to the Programmatic Agreement with Federal Highway Administration, Federal Transportation

Administration and MaineDOT.

## **B. Project Description/ Scope of Work:**

*Describe the underlying project, specifically citing the type of project and duration of project. Summarize planned or anticipated alterations to landscapes, buildings, structures, districts, objects or sites.*

The proposed undertaking consists of the replacement of the Narrows West Bridge (#5912) that carries Castle Island Road over Long Pond, located 0.01 of a mile west of the Belgrade town line.

## **C. Area of Potential Effect:**

*1. On a USGS topographic map draw the outermost boundary of the area of potential effect in red. Label this line "Project APE". If necessary, additional topographic maps or overlays may be submitted showing the limits of each specific APE if more than one potential effect is present within the project area.*

*2. List all the potential effects associated with the above cited scope of work. Distinguish between direct and indirect effects when applicable.*

The direct effects associated with this project will be due to the replacement of Narrows West Bridge, including possible takes (temporary or permanent), change in physical features and other effects that are not completely outlined at this time. These effects will only be experienced by the properties adjacent to the proposed project. Indirect effects associated with this project are visual for any property that has visual line of the project area.

Effects will be further outlined once more information including design plans are detailed for the project. At this time, the architectural survey is capturing any historic resources that could be potentially affected by the project.

*3. Provide a narrative of how the geographical limit of each potential effect within the project area was established.*

The Area of Potential Effects is defined as the area in which the project may cause alterations to the visual setting or characteristics of properties in the vicinity of the project. This definition is illustrated on the topographic map submitted with the survey package.

## **D. Survey Boundaries:**

*1. Draw the boundaries of the survey on the topographic map in blue or black and label this line "Survey Boundaries." The boundaries of a survey map include portions of a property that lie outside the APE.*

*2. Describe the limits of the surveyed area. The survey boundary may be larger than the APE. Make reference to geographic landmarks, addresses or political boundaries. Utilize reasonable demarcations – tree lines, back lots.*

The survey boundaries generally mimic the APE. The APE begins approximately 150' west of the Narrows West Bridge and extends approximately 280' east. The survey boundaries deviate to the north and south in order to capture the parcels associated with Castle Island Camps.

## **E. Survey Methodology:**

*1. Describe background research method.*

The National Register Information System and MHPC files were consulted to determine if there are any properties in the APE that are listed in, or officially eligible for listing in, the National Register. Additionally, the surveyor looked at MHPC files to determine if they contained any previously recorded resources within the APE. Local histories and maps were accessed via the internet.

*2. Describe field research method.*

The surveyor conducted an initial drive through the project area and

determined there were resources present greater than forty-five years of age. Next, the surveyor walked the project area and recorded on MHPC survey forms all of the buildings, structures, sites, objects, and landscape features within the boundaries that appeared to be forty-five years old or older, and photographs were taken of each resource.

*3. Did you undertake a file search at MHPC for NR or previously recorded properties?*

Yes.

### III. SURVEY FINDINGS

#### A. Acres:

*Provide the total number of acres within the survey boundaries.*

The survey area is approximately 3 acres.

#### B. Setting:

*Provide a general overview of the setting, including topography, development, and landscape.*

The project area is located in a rural setting in central Maine, situated at the town lines of Rome, Belgrade, and Mount Vernon. The topography at the project area is flat and vegetation is dense. Castle Island Road lays at the center of the project area, splitting Long Pond Lake to the north and south. Development is sparse and consists mostly of residential buildings and summer camps.

The Belgrade Lakes region was settled in the late 18<sup>th</sup> century. The area developed around farming before mills and water-powered factories became prevalent in the early 19<sup>th</sup> century. The growth of Maine's tourism industry in the mid-to-late 19<sup>th</sup> century ushered in a new and prosperous era for the region. Camps and summer cottages sprang up along the lakes in the early 20<sup>th</sup> century as a result. The area is still a popular tourist destination today.

#### C. Number of Resources Recorded:

*Count each individually recorded building, structure, object, or site.*

Fifteen resources were surveyed.

#### D. Previously Inventoried Properties:

*Address whether any of the resources had been previously surveyed. If so, how many, and how were these properties represented and evaluated within the current project?*

No resources were previously surveyed.

#### E. Types of Properties:

*1. Summarize general trends within the project area: commercial, residential, urban, rural, etc.*

The project area contains recreational resources within a rural setting.

*2. Summarize the age, style, and condition of the resources within the project area.*

All resources within the project area are vernacular style camp buildings and cabins that were built in 1929, save for one cabin that was built c. 1960. All resources are in good condition

*3. Describe in detail any potentially eligible individual properties or historic districts.*

The Castle Island Camps Historic District is eligible for listing in the National Register. The district is comprised of fifteen contributing buildings clustered among a small one-acre island known as Castle Island in Long Pond Lake. Castle Island Road connects the island to the easterly town of Belgrade and the westerly towns of Rome and Mt. Vernon. The focal point of the district is the Main/Dining Hall (SM #13), which is prominently sited at the edge of the road facing south. The Main Hall is a rectangular two-story building that is sheathed in novelty siding and covered with a gable-front roof. An exterior cobblestone chimney is present on the western façade. A small one-story building (SM #14) used as a maintenance/tool shed is situated at the rear of the Main/Dining Hall. It is also sheathed in novelty siding. Twelve one-story cabins are located along the perimeter of the island and form a circle around the Main/Dining Hall. Cabins 1 & 2 are located on the southern side of the road across from the Main/Dining Hall, leaving the remaining cabins situated on the northern side. All of the cabins (SM #1-12) are vernacular style one-story buildings that are sheathed in novelty siding. The cabins alternate between gable and hip roofs in no apparent order, and all have engaged porches. The Recreational Hall (SM #13) is a rectangular one-story building that is sheathed in novelty siding and covered with a gable-front roof.

#### **F. NR Eligibility:**

*1. Address resource integrity, NR criteria, area of significance and period of significance.*

The Castle Island Camps Historic District is eligible for listing in the National Register under Criterion A for Entertainment/Recreation on the local level as a significant example of a summer camp complex. Castle Island Camps opened in 1929 under the ownership of Leighton Castle and has operated continuously as a summer tourist destination. It is a rare surviving example of a recreational camp that retains all original buildings and maintains its historic use. It holds a high level of integrity. Its period of significance is 1929 – 1973.

*2. For a historic district provide a topographic map showing the limits of the proposed district illustrating street or landscape views and all non-historic or non-contributing resources.*

#### **IV. BIBLIOGRAPHY**

United States Department of the Interior, Geological Survey. "Belgrade Lakes Quadrangle, Maine Kennebec County, 7.5 Minute Series."

Guptill, Robert A., Past and Present: Pictures and People of Belgrade, Maine, 1774-1976. Belgrade, ME: Heritage Committee of Belgrade Bicentennial Observance, 1976.

Pfeffer, W. Tad., The Hand of the Small-Town Builder: Vernacular Summer Architecture in New England, 1870-1935. Boston, MA: David R. Godine, 2014.