

# TOWN OF BELGRADE



October 4, 2022

## SELECTBOARD MEETING

6:30 p.m.

TOWN OF BELGRADE  
**Meeting Agenda**  
BOARD OF SELECTPERSONS  
OCTOBER 4, 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 and Pledge of Allegiance**

***Open Meeting***

- 1. Public Hearing: GA Maximums**
- 2. Public Hearing: Warrant Articles**
- 3. Public Comments**
- 4. OLD BUSINESS**

Dalton Property – tabled from September 20

**5. NEW BUSINESS**

Review, approve Minutes of September 20, 2022

Public Works Department

CEO Appointment

Sand / Salt Agreement

**6. WARRANTS**

**7. TOWN MANAGER REPORT**

**8. EXECUTIVE SESSION: 1 M.R.S.A. §405(6) - (if needed)**

**OVERALL MAXIMUMS**

Persons in Household				
1	2	3	4	5
\$776	\$794	\$990	\$1,299	\$1,387

Household of 6 = \$1,462

\* Add \$75 for each additional person

**HOUSING MAXIMUMS**

BEDROOM	UNHEATED		Heated	
	Weekly	Monthly	Weekly	Monthly
0	\$145	\$623	\$168	\$723
1	\$145	\$623	\$170	\$732
2	\$173	\$744	\$213	\$918
3	\$233	\$1,002	\$283	\$1,215
4	\$237	\$1,020	\$299	\$1,284

**ELECTRIC**

NOTE: For an electrically heated dwelling also see "Heating Fuel" maximums below. But remember, an applicant is not automatically entitled to the "maximums" established applicants must demonstrate need.  
 1) Electricity Maximums for Households Without Electric Hot Water: The maximum amounts allowed for utilities, for lights, cooking and other electric uses excluding electric hot water and heat:

Number in Household	Weekly	Monthly
1	\$14.00	\$60.00
2	\$15.70	\$67.50
3	\$17.45	\$75.00
4	\$19.90	\$86.00
5	\$23.10	\$99.00
6	\$25.00	\$107.00

NOTE: For each additional person add \$7.50 per month.

**FOOD MAXIMUMS**

Persons	Weekly	Monthly
1	\$58.14	\$250
2	\$106.74	\$459
3	\$153.02	\$658
4	\$194.19	\$835
5	\$230.70	\$992
6	\$276.74	\$1,190
7	\$306.05	\$1,316
8	\$349.77	\$1,504

Add \$188 per month for each + person

**PERSONAL CARE & HOUSEHOLD SUPPLIES**

Number in Household	Weekly Amount	Monthly Amount
1-2	\$10.50	\$45.00
3-4	\$11.60	\$50.00
5-6	\$12.80	\$55.00
7-8	\$14.00	\$60.00

NOTE: For each additional person add \$1.25 per week or \$5.00 per month.

**HEATING FUEL**

Month	Gallons	Month	Gallons
September	50	January	225
October	100	February	225
November	200	March	125
December	200	April	125
		May	50

NOTE: When the dwelling unit is heated electrically, the maximum amount allowed for heating purposes will be calculated by multiplying the number of gallons of fuel allowed for that month by the current price per gallon. When fuels such as wood, coal and/or natural gas are used for heating purposes, they will be budgeted at actual rates, if they are reasonable. No eligible applicant shall be considered to need more than 7 tons of coal per year, 8 cords of wood per year, 126,000 cubic feet of natural gas per year, or 1000 gallons of propane.

**SUPPLEMENT FOR HOUSEHOLDS WITH CHILDREN UNDER 5**

When an applicant can verify expenditures for the following items, a special supplement will be budgeted as necessary for households with children under 5 years of age for items such as cloth or disposable diapers, laundry powder, oil, shampoo, and ointment up to the following amounts:

Number of Children	Weekly Amount	Monthly Amount
1	\$12.80	\$55.00
2	\$17.40	\$75.00
3	\$23.30	\$100.00
4	\$27.90	\$120.00

\*\*\*New - Appendix H Revisions

Burial Maximum: \$1,475  
 Cremation Maximum: \$1,025

2) Electricity Maximums for Households With Electrically Heated Hot Water: The maximum amounts allowed for utilities, hot water, for lights, cooking and other electric uses excluding heat:

Number in Household	Weekly	Monthly
1	\$20.65	\$89.00
2	\$23.75	\$102.00
3	\$27.70	\$119.00
4	\$32.25	\$139.00
5	\$38.75	\$167.00
6	\$41.00	\$176.00

NOTE: For each additional person add \$10.00 per month.

**1-800-442-6003**

Janet T. Mills  
Governor

Jeanne M. Lambrew, Ph.D.  
Commissioner



Maine Department of Health and Human Services  
Office for Family Independence  
109 Capitol St.  
11 State House Station  
Augusta, Maine 04333-0011  
Tel.: (207) 624-4168; Toll-Free: (800) 442-6003  
TTY: Dial 711 (Maine Relay); Fax: (207) 287-3455

To: Welfare Officials and Contracted Agents  
From: Sara Denson, Program Manager, General Assistance  
Date: September 7, 2022  
Subject: New GA Maximums for October 1, 2022

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Enclosed please find the following items:

- MMA's new (October 1, 2022–September 30, 2023) “**General Assistance Ordinance Appendices**” (A – G).
- Recovery Residence Housing Maximums (October 1, 2022-September 30, 2023)
- “**GA Ordinance Adoption Form**” which was developed so that municipalities may easily send DHHS proof of the adoption of any updated or changed GA Ordinance. Once the selectpersons or council adopts the new ordinance, the enclosed form should be signed and submitted to DHHS. (*see “Filing of GA Ordinance and/or Appendices” below for further information*).
- “**GA Maximums Adoption Form**” which was developed so that municipalities may easily send DHHS proof of GA maximums adoption. Once the selectpersons or council adopts the new maximums, the enclosed form should be signed and submitted to DHHS. (*see “Filing of GA Ordinance and/or Appendices” below for further information*).

### Updates

Please note that updates have been made to the General Assistance Ordinance, Appendix A (overall maximums), Appendix B (food maximums), Appendix C (housing maximums), Appendix D (electricity maximums) and Appendix G (mileage rate). There is also a new Recovery Residence Housing Maximums guide. We anticipate an updated the Maine Municipal Association (MMA) GA Ordinance will be released soon. You can find information about the MMA Model Ordinance on the Maine Welfare Director’s Association (MWDA) website at [www.mainewelfaredirectors.org](http://www.mainewelfaredirectors.org).

### Appendix A – G

The enclosed Appendices A – G have been revised for your municipality’s General Assistance Ordinance. These new Appendices, **once adopted**, should replace the existing Appendices A – G. Even if you are not updating your GA Ordinance, **the municipal officers must approve/adopt the new Appendices yearly.**

### **The Adoption Process**

The **municipal officers (i.e., selectpersons/council)** adopt the local **General Assistance Ordinance and yearly Appendices**, even in town meeting communities. The law requires that the municipal officers conduct a **notice and hearing** prior to the adoption of the Ordinance and/or Appendices. Seven days posted notice is recommended, unless local law (or practice) provides otherwise.

At the hearing, the municipal officers should:

- 1) Allow all interested members of the public an opportunity to comment on the proposed ordinance;
- 2) End public discussion, close the hearing; and
- 3) Move and vote to adopt the ordinance and/or appendices either in its posted form or as amended in light of public discussion.

### **Municipalities May Establish Their Own Maximums**

Municipalities may establish their own maximum levels of assistance provided that the proposed levels of assistance are reasonable and meet adequate standards sufficient to maintain the health and safety of applicants in the municipality. The municipality must submit to the Department documentation to justify these levels of assistance and verify that the figures developed are appropriate to maintain health and decency.

A municipality's maximum assistance level for Food may not be below the Department provided figures which are issued by the USDA and published annually following a study of cost of food for various family sizes. A market basket survey may be used to establish food maximums if the maximums provided by the USDA are insufficient to maintain health in the municipality. (C.M.R. 10-144, Chapter 323, Section V).

### **Filing of GA Ordinance and/or Appendices**

Please remember that General Assistance law requires each municipality to send DHHS a copy of its ordinance once adopted, should that ordinance differ from the MMA Model. Any changes or amendments, such as new Appendices, must also be submitted to DHHS. DHHS will accept the enclosed "adoption sheet" as proof that your Municipal Officers have adopted the current MMA Model GA maximums and/or ordinance.

[For use when adopting **updated appendices only** without amending the body of an existing GA ordinance]

**MUNICIPALITY OF \_\_\_\_\_**  
**GENERAL ASSISTANCE ORDINANCE**

Pursuant to 22 M.R.S. § 4305(1), the municipal officers of the Municipality of \_\_\_\_\_, after notice and hearing, hereby amend the municipal General Assistance Ordinance by repealing and replacing appendices A through G of the existing ordinance with the attached appendices A through G, which shall be in effect from October 1, 202\_\_ through September 30, 202\_\_\_. This amendment will be filed with the Maine Department of Health & Human Services (DHHS) pursuant to 22 M.R.S. § 4305(4), and a copy of the ordinance and amended appendices shall be available for public inspection at the municipal office along with a copy of the 22 M.R.S. chapter 1161.

Signed this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by the municipal officers:

\_\_\_\_\_  
(Print Name)

\_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Print Name)

\_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Print Name)

\_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Print Name)

\_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Print Name)

\_\_\_\_\_  
(Signature)

[Please send a copy of the enactment page only to DHHS, 109 Capitol Street, SHS 11, Augusta, ME 04330-0011]

# 2022-2023 GA Housing Maximums

## Recovery Residences

The following Recovery Residence maximums are in effect from 10/1/2022- 9/30/2023

### Non-Metropolitan FMR Areas

<u>Aroostook County</u>	<u>Recovery Residence Rates</u>	
	<u>Weekly</u>	<u>Monthly</u>
	128.63	551.25

<u>Franklin County</u>	<u>Recovery Residence Rates</u>	
	<u>Weekly</u>	<u>Monthly</u>
	132.13	566.25

<u>Hancock County</u>	<u>Recovery Residence Rates</u>	
	<u>Weekly</u>	<u>Monthly</u>
	158.90	681.00

<u>Kennebec County</u>	<u>Recovery Residence Rates</u>	
	<u>Weekly</u>	<u>Monthly</u>
	143.15	613.50

<u>Knox County</u>	<u>Recovery Residence Rates</u>	
	<u>Weekly</u>	<u>Monthly</u>
	145.43	623.25

<u>Lincoln County</u>	<u>Recovery Residence Rates</u>	
	<u>Weekly</u>	<u>Monthly</u>
	161.70	693.00

<u>Oxford County</u>	<u>Recovery Residence Rates</u>	
	<u>Weekly</u>	<u>Monthly</u>
	139.83	599.25

<u>Piscataquis County</u>	<u>Recovery Residence Rates</u>	
	<u>Weekly</u>	<u>Monthly</u>
	128.28	549.75

<u>Somerset County</u>	<u>Recovery Residence Rates</u>	
	<u>Weekly</u>	<u>Monthly</u>
	135.28	579.75

<u>Waldo County</u>	<u>Recovery Residence Rates</u>	
	<u>Weekly</u>	<u>Monthly</u>
	167.13	716.25

<u>Washington County</u>	<u>Recovery Residence Rates</u>	
	<u>Weekly</u>	<u>Monthly</u>
	129.68	555.75

### Metropolitan FMR Areas

<u>Bangor HMFA</u>	<u>Recovery Residence Rates</u>	
	<u>Weekly</u>	<u>Monthly</u>
	164.15	703.50

<u>Cumberland Cty. HMFA</u>	<u>Recovery Residence Rates</u>	
	<u>Weekly</u>	<u>Monthly</u>
	185.15	793.50

<u>Lewiston/Auburn MSA</u>	<u>Recovery Residence Rates</u>	
	<u>Weekly</u>	<u>Monthly</u>
	147.35	631.50

<u>Penobscot Cty. HMFA</u>	<u>Recovery Residence Rates</u>	
	<u>Weekly</u>	<u>Monthly</u>
	135.63	581.25

<u>Portland HMFA</u>	<u>Recovery Residence Rates</u>	
	<u>Weekly</u>	<u>Monthly</u>
	253.05	1084.50

<u>Sagadahoc Cty. HMFA</u>	<u>Recovery Residence Rates</u>	
	<u>Weekly</u>	<u>Monthly</u>
	177.45	760.50

<u>York Cty. HMFA</u>	<u>Recovery Residence Rates</u>	
	<u>Weekly</u>	<u>Monthly</u>
	186.38	798.75

<u>York/Kittery/Sherburne HMFA</u>	<u>Recovery Residence Rates</u>	
	<u>Weekly</u>	<u>Monthly</u>
	223.30	957.00

**Updated for July 2022**

<b>SNAP STANDARDS</b>										
NUMBER IN HH		1	2	3	4	5	6	7	8	ADD
GROSS 200%	Jul. 2022	2,265	3,052	3,839	4,625	5,412	6,199	6,985	7,772	787
GROSS 165%	Oct. 2021	1,771	2,396	3,020	3,644	4,268	4,893	5,517	6,141	625
GROSS 130%	Oct. 2021	1,396	1,888	2,379	2,871	3,363	3,855	4,347	4,839	492
NET 100%	Oct. 2021	1,074	1,452	1,830	2,209	2,587	2,965	3,344	3,722	379
MAX	Oct. 2021	250	459	658	835	992	1,190	1,316	1,504	188
<b>SNAP DEDUCTIONS</b>										
HH of 1-3 Standard Deductions	Oct. 2021	177	<b>Full Standard (FSUA)</b>					Mar. 2022		886
HH of 4		184	<b>Non-Heat Utility (NHUA)</b>					Mar. 2022		299
HH of 5		215	<b>Telephone Only (PHUA)</b>					Mar. 2022		51
HH of 6 or More		246	<b>2021 MAINE STATE Minimum Wage</b>							12.15
SHELTER CAP	Oct. 2021	597	<b>2022 MAINE STATE Minimum Wage</b>							12.75
HOMELESS SHELTER	Oct. 2021	159.73	<b>FEDERAL Minimum Wage</b>					July 24, 2009		7.25
<b>CATEGORICALLY ELIGIBLE 1-2 MEMBER HH MINIMUM BENEFIT</b>									Oct. 2021	20
<b>NON-CATEGORICAL ASSET TEST FOR FEDERALLY FUNDED SNAP (effective Jan 1, 2022)</b>										
No HH members disabled/60+ years old			2,500	HH includes members disabled/60+ years old					3,750	
<i>Per SNAP 333-1, households that qualify as Categorically Eligible have no asset limit.</i>										
<b>HOPE</b>										
GROSS 185%		2,096	2,823	3,551	4,279	5,006	5,734	6,462	7,189	728
<b>TANF STANDARDS effective October 1, 2021 - ALTERNATIVE AID STANDARDS effective January 1, 2022</b>										
<b>ADULT INCLUDED – BASIC</b>										
NUMBER IN HH		1	2	3	4	5	6	7	8	ADD
<b>ALT AID 133%</b>	Jan. 2022	1,507	2,030	2,553	3,076	3,599	4,122	4,646	5,169	524
STANDARD OF NEED		362	569	763	960	1,153	1,348	1,544	1,740	195
BASIC MAX GRANT		298	469	628	791	948	1,108	1,270	1,431	160
<b>ADULT INCLUDED – SPECIAL NEED</b>										
SN STANDARD OF NEED		662	869	1,063	1,260	1,453	1,648	1,844	2,040	195
SN MAX GRANT		598	769	928	1,091	1,248	1,408	1,570	1,731	160
<b>GAP</b>										
MAXIMUM GAP		64	100	135	169	205	240	274	309	35
<b>CHILD ONLY - BASIC</b>										
NUMBER IN HH		1	2	3	4	5	6	7	8	ADD
STANDARD OF NEED		214	409	605	798	995	1,190	1,385	1,579	195
BASIC MAX GRANT		178	339	500	657	820	979	1,140	1,299	160
<b>CHILD ONLY - SPECIAL NEED</b>										
SN STANDARD OF NEED		514	709	905	1,098	1,295	1,490	1,685	1,879	195
SN MAX GRANT		478	639	800	957	1,120	1,279	1,440	1,599	160
<b>GAP</b>										
MAXIMUM GAP		36	70	105	141	175	211	245	280	35
<b>STANDARD EARNINGS DISREGARD</b>					108 and 1/2 the Remainder					
<b>STEP DISREGARD, Step 1 (Months 1-3) see Chapter IV</b>					100% of Earned Income					
<b>STEP DISREGARD, Step 2 (Months 4-6) see Chapter IV</b>					75% of Earned Income					
<b>CHILD CARE CAP UNDER 2</b>					200.00					
<b>CHILD CARE CAP 2 AND OVER</b>					175.00					



## 2022-2023 GA Overall Maximums

### Metropolitan Areas

#### Persons in Household

COUNTY	1	2	3	4	5*
<b>Bangor HMFA:</b> Bangor, Brewer, Eddington, Glenburn, Hampden, Hermon, Holden, Kenduskeag, Milford, Old Town, Orono, Orrington, Penobscot Indian Island Reservation, Veazie	826	955	1,219	1,515	2,071
<b>Cumberland County HMFA:</b> Baldwin, Bridgton, Brunswick, Harpswell, Harrison, Naples, New Gloucester, Pownal, Sebago	1,016	1,075	1,409	1,865	1,991
<b>Lewiston/Auburn MSA:</b> Auburn, Durham, Greene, Leeds, Lewiston, Lisbon, Livermore, Livermore Falls, Mechanic Falls, Minot, Poland, Sabattus, Turner, Wales	795	859	1,099	1,427	1,728
<b>Penobscot County HMFA:</b> Alton, Argyle UT, Bradford, Bradley, Burlington, Carmel, Carroll plantation, Charleston, Chester, Clifton, Corinna, Corinth, Dexter, Dixmont, Drew plantation, East Central Penobscot UT, East Millinocket, Edinburg, Enfield, Etna, Exeter, Garland, Greenbush, Howland, Hudson, Kingman UT, Lagrange, Lakeville, Lee, Levant, Lincoln, Lowell town, Mattawamkeag, Maxfield, Medway, Millinocket, Mount Chase, Newburgh Newport, North Penobscot UT, Passadumkeag, Patten, Plymouth, Prentiss UT, Seboeis plantation, Springfield, Stacyville, Stetson, Twombly UT, Webster plantation, Whitney UT, Winn, Woodville	789	792	1,043	1,302	1,420
<b>Portland HMFA:</b> Cape Elizabeth, Casco, Chebeague Island, Cumberland, Falmouth, Freeport, Frye Island, Gorham, Gray, Long Island, North Yarmouth, Portland, Raymond, Scarborough, South Portland, Standish, Westbrook, Windham, Yarmouth; Buxton, Hollis, Limington, Old Orchard Beach	1,263	1,463	1,893	2,415	2,958
<b>Sagadahoc HMFA:</b> Arrowsic, Bath, Bowdoin, Bowdoinham, Georgetown, Perkins UT, Phippsburg, Richmond, Topsham, West Bath, Woolwich	874	1,031	1,253	1,650	1,880

# Appendix A

Effective: 10/01/22-09/30/23

COUNTY	1	2	3	4	5*
<b>York County HMFA:</b> Acton, Alfred, Arundel, Biddeford, Cornish, Dayton, Kennebunk, Kennebunkport, Lebanon, Limerick, Lyman, Newfield, North Berwick, Ogunquit, Parsonsfield, Saco, Sanford, Shapleigh, Waterboro, Wells	1,072	1,082	1,355	1,717	1,984
<b>York/Kittery/S.Berwick HMFA:</b> Berwick, Eliot, Kittery, South Berwick, York	1,237	1,293	1,699	2,194	2,934

\*Note: Add \$75 for each additional person.

## Non-Metropolitan Areas

### Persons in Household

COUNTY	1	2	3	4	5*
<b>Aroostook County</b>	692	754	881	1,185	1,353
<b>Franklin County</b>	728	774	909	1,229	1,566
<b>Hancock County</b>	890	925	1,110	1,397	1,529
<b>Kennebec County</b>	819	835	1,038	1,360	1,451
<b>Knox County</b>	844	848	1,038	1,378	1,471
<b>Lincoln County</b>	925	941	1,178	1,463	1,912
<b>Oxford County</b>	814	815	993	1,400	1,627
<b>Piscataquis County</b>	701	752	926	1,227	1,477
<b>Somerset County</b>	755	790	1,017	1,323	1,416
<b>Waldo County</b>	970	972	1,155	1,441	1,970
<b>Washington County</b>	756	758	982	1,228	1,343

\* Please Note: Add \$75 for each additional person.

## Appendix B

Effective: 10/01/22 to 09/30/23

### 2022-2023 Food Maximums

Please Note: The maximum amounts allowed for food are established in accordance with the U.S.D.A. Thrifty Food Plan. As of October 1, 2022, those amounts are:

<b>Number in Household</b>	<b>Weekly Maximum</b>	<b>Monthly Maximum</b>
1	\$ 65.35	\$ 281.00
2	120.00	516.00
3	172.09	740.00
4	218.37	939.00
5	259.53	1,116.00
6	311.40	1,339.00
7	344.19	1,480.00
8	393.26	1,691.00

**Note: For each additional person add \$211 per month.**

## 2022-2023 GA Housing Maximums (Heated & Unheated Rents)

**NOTE: NOT ALL MUNICIPALITIES SHOULD ADOPT THESE SUGGESTED HOUSING MAXIMUMS!** Municipalities should ONLY **consider** adopting the following numbers, if these figures are consistent with local rent values. If not, a market survey should be conducted and the figures should be altered accordingly. The results of any such survey must be presented to DHHS prior to adoption. **Or, no housing maximums should be adopted and eligibility should be analyzed in terms of the Overall Maximum—Appendix A. (See Instruction Memo for further guidance.)**

### **Non-Metropolitan FMR Areas**

<b><u>Aroostook County</u></b>	<b><u>Unheated</u></b>		<b><u>Heated</u></b>	
Bedrooms	<b>Weekly</b>	<b>Monthly</b>	<b>Weekly</b>	<b>Monthly</b>
0	123	528	157	676
1	126	541	171	735
2	140	604	200	859
3	197	846	270	1,159
4	218	935	308	1,323
<b><u>Franklin County</u></b>	<b><u>Unheated</u></b>		<b><u>Heated</u></b>	
Bedrooms	<b>Weekly</b>	<b>Monthly</b>	<b>Weekly</b>	<b>Monthly</b>
0	131	564	165	712
1	131	564	176	755
2	147	632	206	887
3	207	890	280	1,203
4	267	1,148	357	1,536
<b><u>Hancock County</u></b>	<b><u>Unheated</u></b>		<b><u>Heated</u></b>	
Bedrooms	<b>Weekly</b>	<b>Monthly</b>	<b>Weekly</b>	<b>Monthly</b>
0	176	755	204	875
1	176	755	211	908
2	205	883	253	1,089
3	260	1,120	319	1,373
4	276	1,187	349	1,500
<b><u>Kennebec County</u></b>	<b><u>Unheated</u></b>		<b><u>Heated</u></b>	
Bedrooms	<b>Weekly</b>	<b>Monthly</b>	<b>Weekly</b>	<b>Monthly</b>
0	159	684	187	804
1	159	684	190	818
2	189	811	237	1,017
3	252	1,083	311	1,336
4	258	1,109	331	1,422

**Non-Metropolitan FMR Areas**

<b><u>Knox County</u></b>	<b><u>Unheated</u></b>		<b><u>Heated</u></b>	
Bedrooms	<b>Weekly</b>	<b>Monthly</b>	<b>Weekly</b>	<b>Monthly</b>
0	165	709	193	831
1	157	673	193	831
2	189	811	237	1,017
3	256	1,101	315	1,354
4	263	1,129	335	1,442
<b><u>Lincoln County</u></b>				
	<b><u>Unheated</u></b>		<b><u>Heated</u></b>	
Bedrooms	<b>Weekly</b>	<b>Monthly</b>	<b>Weekly</b>	<b>Monthly</b>
0	184	790	212	910
1	184	790	215	924
2	221	951	269	1,157
3	276	1,186	335	1,439
4	365	1,570	438	1,883
<b><u>Oxford County</u></b>				
	<b><u>Unheated</u></b>		<b><u>Heated</u></b>	
Bedrooms	<b>Weekly</b>	<b>Monthly</b>	<b>Weekly</b>	<b>Monthly</b>
0	158	679	186	799
1	158	679	186	799
2	178	766	226	972
3	261	1,123	320	1,376
4	299	1,285	372	1,598
<b><u>Piscataquis County</u></b>				
	<b><u>Unheated</u></b>		<b><u>Heated</u></b>	
Bedrooms	<b>Weekly</b>	<b>Monthly</b>	<b>Weekly</b>	<b>Monthly</b>
0	125	537	159	685
1	125	539	171	733
2	151	649	210	904
3	206	888	279	1,201
4	246	1,059	336	1,447
<b><u>Somerset County</u></b>				
	<b><u>Unheated</u></b>		<b><u>Heated</u></b>	
Bedrooms	<b>Weekly</b>	<b>Monthly</b>	<b>Weekly</b>	<b>Monthly</b>
0	144	620	172	740
1	144	620	180	773
2	184	790	232	996
3	243	1,046	302	1,299
4	250	1,074	322	1,387

**Non-Metropolitan FMR Areas**

<b><u>Waldo County</u></b>	<b><u>Unheated</u></b>		<b><u>Heated</u></b>	
Bedrooms	<b>Weekly</b>	<b>Monthly</b>	<b>Weekly</b>	<b>Monthly</b>
0	194	835	222	955
1	194	835	222	955
2	216	928	264	1,134
3	271	1,164	329	1,417
4	379	1,628	451	1,941

<b><u>Washington County</u></b>	<b><u>Unheated</u></b>		<b><u>Heated</u></b>	
Bedrooms	<b>Weekly</b>	<b>Monthly</b>	<b>Weekly</b>	<b>Monthly</b>
0	144	621	172	741
1	144	621	172	741
2	176	755	224	961
3	221	951	280	1,204
4	233	1,001	306	1,314

**Metropolitan FMR Areas**

<b><u>Bangor HMFA</u></b>	<b><u>Unheated</u></b>		<b><u>Heated</u></b>	
Bedrooms	<b>Weekly</b>	<b>Monthly</b>	<b>Weekly</b>	<b>Monthly</b>
0	161	691	189	811
1	181	780	218	938
2	231	992	279	1,198
3	288	1,238	347	1,491
4	402	1,729	475	2,042

<b><u>Cumberland Cty. HMFA</u></b>	<b><u>Unheated</u></b>		<b><u>Heated</u></b>	
Bedrooms	<b>Weekly</b>	<b>Monthly</b>	<b>Weekly</b>	<b>Monthly</b>
0	205	881	233	1,001
1	209	900	246	1,058
2	275	1,182	323	1,388
3	369	1,588	428	1,841
4	383	1,649	456	1,962

<b><u>Lewiston/Auburn MSA</u></b>	<b><u>Unheated</u></b>		<b><u>Heated</u></b>	
Bedrooms	<b>Weekly</b>	<b>Monthly</b>	<b>Weekly</b>	<b>Monthly</b>
0	153	660	181	780
1	159	684	196	842
2	203	872	251	1,078
3	267	1,150	326	1,403
4	322	1,386	395	1,699

**Metropolitan FMR Areas**

<b><u>Penobscot Cty. HMFA</u></b>	<b><u>Unheated</u></b>		<b><u>Heated</u></b>	
Bedrooms	<b>Weekly</b>	<b>Monthly</b>	<b>Weekly</b>	<b>Monthly</b>
0	152	654	180	775
1	152	654	180	775
2	190	816	238	1,022
3	238	1,025	297	1,278
4	251	1,078	323	1,391
<b><u>Portland HMFA</u></b>				
Bedrooms	<b>Weekly</b>	<b>Monthly</b>	<b>Weekly</b>	<b>Monthly</b>
0	262	1,128	290	1,248
1	300	1,288	336	1,446
2	387	1,666	435	1,872
3	497	2,138	556	2,391
4	608	2,616	681	2,929
<b><u>Sagadahoc Cty. HMFA</u></b>				
Bedrooms	<b>Weekly</b>	<b>Monthly</b>	<b>Weekly</b>	<b>Monthly</b>
0	172	739	200	859
1	199	856	236	1,014
2	239	1,026	287	1,232
3	319	1,373	378	1,626
4	358	1,538	430	1,851
<b><u>York Cty. HMFA</u></b>				
Bedrooms	<b>Weekly</b>	<b>Monthly</b>	<b>Weekly</b>	<b>Monthly</b>
0	218	937	246	1,057
1	218	937	248	1,065
2	262	1,128	310	1,334
3	335	1,440	394	1,693
4	382	1,642	455	1,955
<b><u>York/Kittery/S. Berwick HMFA</u></b>				
Bedrooms	<b>Weekly</b>	<b>Monthly</b>	<b>Weekly</b>	<b>Monthly</b>
0	256	1,102	284	1,222
1	260	1,118	297	1,276
2	342	1,472	390	1,678
3	446	1,917	505	2,170
4	603	2,592	676	2,905

## 2022-2023 GA MAXIMUMS SUMMARY SHEET

Note: The overall maximums found in *Appendices A, B, C, D, E, and F* are effective from **October 1, 2022 to September 30, 2023.**

### APPENDIX A - OVERALL MAXIMUMS

<u>County</u>	<u>Persons in Household</u>					
	1	2	3	4	5	6
<b>NOTE:</b> For each additional person add \$75 per month.						
<b>(The applicable figures from Appendix A, <i>once adopted</i>, should be inserted here.)</b>						

### APPENDIX B - FOOD MAXIMUMS

<u>Number in Household</u>	<u>Weekly Maximum</u>	<u>Monthly Maximum</u>
1	\$ 65.35	\$ 281.00
2	120.00	516.00
3	172.09	740.00
4	218.37	939.00
5	259.53	1,116.00
6	311.40	1,339.00
7	344.19	1,480.00
8	393.26	1,691.00

**NOTE:** For each additional person add \$211 per month.

### APPENDIX C - HOUSING MAXIMUMS

<b>Number of Bedrooms</b>	<u>Unheated</u>		<u>Heated</u>	
	Weekly	Monthly	Weekly	Monthly
0				
1				
2				
3				
4				

**(The applicable figures from Appendix C, *once adopted*, should be inserted here.)**

*FOR MUNICIPAL USE ONLY*



## APPENDIX D - UTILITIES

### ELECTRIC

**NOTE:** For an electrically heated dwelling also see “Heating Fuel” maximums below. But remember, an applicant is *not automatically* entitled to the “maximums” established—applicants must demonstrate need.

1) **Electricity Maximums for Households Without Electric Hot Water:** The maximum amounts allowed for utilities, for lights, cooking and other electric uses *excluding* electric hot water and heat:

<u>Number in Household</u>	<u>Weekly</u>	<u>Monthly</u>
1	\$19.95	\$ 85.50
2	\$22.52	\$ 96.50
3	\$24.97	\$107.00
4	\$27.53	\$118.00
5	\$29.88	\$128.50
6	\$32.55	\$139.50

**NOTE:** For each additional person add \$10.50 per month.

2) **Electricity Maximums for Households With Electrically Heated Hot Water:** The maximum amounts allowed for utilities, hot water, for lights, cooking and other electric uses *excluding* heat:

<u>Number in Household</u>	<u>Weekly</u>	<u>Monthly</u>
1	\$29.63	\$127.00
2	\$34.07	\$146.00
3	\$39.67	\$170.00
4	\$46.32	\$198.50
5	\$55.65	\$238.50
6	\$58.68	\$251.50

**NOTE:** For each additional person add \$14.50 per month.

**NOTE:** For electrically heated households, the maximum amount allowed for electrical utilities per month shall be the sum of the appropriate maximum amount under this subsection and the appropriate maximum for heating fuel as provided below.

## APPENDIX E - HEATING FUEL

<u>Month</u>	<u>Gallons</u>	<u>Month</u>	<u>Gallons</u>
September	50	January	225
October	100	February	225
November	200	March	125
December	200	April	125
		May	50

*FOR MUNICIPAL USE ONLY*

**NOTE:** When the dwelling unit is heated electrically, the maximum amount allowed for heating purposes will be calculated by multiplying the number of gallons of fuel allowed for that month by the current price per gallon. When fuels such as wood, coal and/or natural gas are used for heating purposes, they will be budgeted at actual rates, if they are reasonable. No eligible applicant shall be considered to need more than 7 tons of coal per year, 8 cords of wood per year, 126,000 cubic feet of natural gas per year, or 1000 gallons of propane.

**APPENDIX F - PERSONAL CARE & HOUSEHOLD SUPPLIES**

<u>Number in Household</u>	<u>Weekly Amount</u>	<u>Monthly Amount</u>
1-2	\$10.50	\$45.00
3-4	\$11.60	\$50.00
5-6	\$12.80	\$55.00
7-8	\$14.00	\$60.00

**NOTE:** For each additional person add \$1.25 per week or \$5.00 per month.

**SUPPLEMENT FOR HOUSEHOLDS WITH CHILDREN UNDER 5**

When an applicant can verify expenditures for the following items, a special supplement will be budgeted as necessary for households with children under 5 years of age for items such as cloth or disposable diapers, laundry powder, oil, shampoo, and ointment up to the following amounts:

<u>Number of Children</u>	<u>Weekly Amount</u>	<u>Monthly Amount</u>
1	\$12.80	\$55.00
2	\$17.40	\$75.00
3	\$23.30	\$100.00
4	\$27.90	\$120.00

## **2022-2023 Mileage Rate**

This municipality adopts the State of Maine travel expense reimbursement rate as set by the Office of the State Comptroller. The current rate for approved employment and necessary medical travel etc. is 46 cents (46¢) per mile.

Please refer to the Office of the State Controller for changes to this rate at 626-8420 or visit <http://www.state.me.us/osc/>

Make a **CROSS (X)** or a **CHECK MARK ☑** in the square of your selection of each referendum question. To proceed with the voting, by secret ballot , on the following questions:

**Article #1** - Shall the Town authorize the Board of Selectpersons 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? (A draft copy of the Cooperative Agreement is on file with the Town Clerk's Office)

**Selectboard Recommends: YES 4-1**

YES  NO

**Article #2** - To proceed with the voting by secret ballot on the following question: Shall the town adopt the proposed amendments to the Commercial Development Review Ordinance enacted by referendum on March 2, 2001? A copy of the amendments is on file with the Town Clerk's Office.

**Selectboard Recommends: YES 5-0**

YES  NO

**Article #3** -To proceed with the voting by secret ballot on the following question: Shall the town accept excess funds from the First -Responders Memorial Committee and authorize the town to set up and be the administrators of a perpetual care fund designated for the ongoing maintenance and/or updating of the memorial?

**Selectboard Recommends: YES 5-0**

YES  NO

**Article #4** -To proceed with the voting by secret ballot on the following question: Shall the town ratify the vote of the Board of Selectpersons to take the road paving overage of \$32,328.96 from the Public Works Road Maintenance and Paving Capital Reserve Account to cover the additional expense of the 2022 road paving budget?

**Selectboard Recommend: YES 5-0**

**Budget Committee Recommends: YES 1- 4 ABSENT**

YES  NO

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

Revised 07-06-22

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

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 System has been approved by the State Drinking Water Program, the source water protection plan has been approved by the Maine Department of Environmental Protection, and has been constructed pursuant to Section 6 of this Agreement.

#### 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 31, 2022. The Parties further agree to seek a legislative amendment to the defined area of the Belgrade Water District to include the presently affected Impacted Property identified as Lot 62A if it becomes apparent that the appropriate resolution to that lot's circumstance is to connect it to the Water System. 
- b. The Parties agree that, if the Municipality is unable to secure the necessary municipal approval to enter into this Agreement, this Agreement shall be of not force and effect and the Parties will proceed with an alternate means of resolving the Groundwater Contamination Impacts, up to and including purchase of the Impacted Properties and relocation of affected occupants with the Parties sharing equally in all such costs.
- c.  Upon execution of this Agreement and in parallel with the Distribution System being designed, the Municipality will take all necessary remaining measures to ensure that the Belgrade Water District is functioning as a legally compliant water utility (the "**Water Utility**") under the laws and regulations of the Public Utilities Commission (the "**PUC**"), including without limitation appointing trustees, securing all necessary permits/approvals and ensuring that the designed Water System is approved by the PUC before the Distribution System construction commences. The Water Utility will be expected to actively participate in the oversight of the Distribution System construction with MaineDOT's selected contractor.
- 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.*

## 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 \_\_\_\_\_. 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 MDOT's solicitation of bids to construction the Project, the Municipality, and its technical advisor, if any, shall be provided adequate opportunity to review and comment on the water system design prior to MDOT letting construction bids. 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.
- 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.
- viii. MDOT 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 project design specifications and change orders, including but not limited to, the proper installation of water mains and service connections, water main seals, pump station construction, and pump and

electronic controls installation. The results of these inspections shall be documented and provided to the Town or Water Utility upon request. The Town and Water Utility reserves the right to hire at their expense a Maine professional engineer to perform supplemental quality control inspections. MDOT will assure that its water system design engineer and construction contractor will cooperate and share design and construction information with the Town or Water Utility inspector.

- 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 upfront by MaineDOT, subject to the Parties' cost sharing arrangements set out in the **Cost Sharing and Invoicing** section herein.
  - v. MaineDOT shall ensure that, upon completion of all necessary installations, connections and Groundwater Well Abandonment activities performed by or on behalf of MaineDOT in connection with the Project, all disturbed property will be restored, including any necessary re-grading or re-seeding of grass, to return the Impacted Property to a condition similar to that which exists prior to the work being implemented. Such costs shall be a component of the Groundwater Well Abandonment costs;

- vi. MaineDOT will contact each affected Impacted Property Owner prior to the onset of Project construction to complete the necessary documentation involving temporary access rights. Temporary access rights for Service Line installation and Groundwater Well Abandonment shall be incorporated into one single access document for each Impacted Property as appropriate. MaineDOT shall prepare such documentation at its sole expense.

c. Dedicated Groundwater Monitoring Wells.

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

d. Municipal Cooperation During Project Construction.

- i. The Municipality agrees that, to the extent that MaineDOT and its Project contractors are subject to any local ordinances, the Municipality shall promote, in good faith, cooperation on the part of any local board, committee, commission, or other administrative body with jurisdiction over any applicable local ordinance with MaineDOT regarding pursuit or execution of the Project. 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 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 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 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.
  - i. **Contingencies.** The Parties agree that, should the Community Well become contaminated with chloride at concentrations above MDOT's current action level of x mg/l for a period of 12 consecutive months associated with the Parties' on-going operation of the Maintenance Facilities, the Parties shall revisit the terms of this Agreement to jointly determine how best to resolve such contamination or to otherwise address the claims of Impacted Properties that cannot be served by the Community Well.

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

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

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

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

- i. ***Prior to activating a connected Service Line***, the Municipality/Water Utility shall ensure that the Impacted Property Owner has signed a settlement agreement releasing MaineDOT and the Municipality from the Water Supply Component of

the owner's Well Claim (the "**Water Supply Settlement**"). MaineDOT will provide the Municipality with the form of settlement agreement required for execution.

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

releases the Municipality from all claims, damages and causes of action associated with the Groundwater Contamination Impacts that are covered by the Water Supply Settlement, Personal Property and Fixtures Settlement or SCC Damage Award for that particular Impacted Property.

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

- a. Allocation of Costs. The Parties agree to allocate all costs associated with the Groundwater Contamination Impacts as follows:
- i. MaineDOT shall pay all actual costs incurred in connection with the Distribution System Design and Installation Estimate (currently estimated at \$3,000,000.00);
  - ii. The Municipality shall pay all actual costs incurred in connection with the ongoing Water System Operation and Maintenance (currently estimated at \$36,000 per year, present value as of the date of this Agreement), subject to the Municipality's right to charge a reasonable water usage fee, as described above, to offset these costs;
  - iii. The Parties shall each pay fifty percent (50%) of all actual costs incurred in connection with the following;
    1. Community Well Installation, Testing and Permitting Costs, documented at a total of \$109,821.88;
    2. Groundwater Well Abandonment costs (generally estimated at \$3,000 - \$3,500 per well);
    3. Personal Property and Fixtures Settlements;
    4. SCC Damage Awards;
    5. Emergency Repairs; and
    6. Future Connection Costs.
  - iv. All in-house costs incurred by each Party's staff in connection with the Groundwater Contamination Impacts, including but not limited to design review, construction oversight, investigations and administrative processing, shall be the responsibility of each individual Party and not applied against either Party's allocations as set out above.
- b. Invoicing and Payment Schedule.
- i. The Parties acknowledge that the Municipality has already been invoiced for and paid to MaineDOT the sum of \$21,310.00, which is applied against the Municipality's 50% share of the Community Well Installation, Testing and Permitting Costs;
  - ii. Immediately upon execution of this Agreement, MaineDOT will invoice the Municipality for its remaining share of the Community Well Installation, Testing and Permitting Costs, which equals \$33,600.94;
  - iii. Immediately upon execution of this Agreement, and intermittently as Emergency Repairs are performed prior to the Water System being completed, the Parties will

invoice one another, as applicable, for any outstanding share of Emergency Repairs that either Party may have incurred.

- iv. Once the Water System is completely constructed and installed, MaineDOT shall invoice the Municipality on a quarterly basis for its share of costs incurred to date in connection with 1) Groundwater Well Abandonment; 2) Personal Property and Fixtures Settlements; and 3) SCC Damage Awards. MaineDOT's share of any Future Connection Costs covered by the Water Utility at the time of connection will be deducted from the amount invoiced to the Municipality.
  1. The initial invoice will include all costs incurred to date in these categories;
  2. Subsequent quarterly invoices will reflect costs incurred in these categories during that particular quarter.
- v. Each invoice submitted will describe the completed work and itemize the associated costs included therein. The invoicing Party will provide supporting documentation to the other Party upon request.
- vi. Each invoice shall be due and payable upon 30 days of the invoiced Party's receipt thereof.

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

- a. Obligation of MaineDOT Funds. Anything herein to the contrary notwithstanding, the Municipality acknowledges and agrees that, although the execution of this Agreement by MaineDOT manifests its intent to honor its terms and to seek funding to fulfill any obligations arising hereunder, by law any such obligations are subject to available budgetary appropriations by the Maine Legislature and do not create any obligation on behalf of MaineDOT in excess of such appropriations.
- b. Obligation of Municipality Funds. Anything herein to the contrary notwithstanding, MaineDOT acknowledges and agrees that, although the execution of this Agreement by the Municipality manifests its intent to honor its terms and to seek funding to fulfill any obligations arising hereunder, by law any such obligations are subject to available budgetary appropriations by the Municipality's governing authorities and, therefore, this Agreement does not create any obligation on behalf of the Municipality in excess of such appropriations.
- c. Each Party hereby agrees to diligently pursue the necessary funding to satisfy its respective obligations arising hereunder. If either Party is unable to satisfy its respective obligations, the other Party shall have the right to terminate or renegotiate the terms of this Agreement.
- d. Either Party may postpone, suspend, abandon or otherwise terminate this Agreement upon thirty (30) days written notice to the other Party as the result of any failure by the other Party to perform any of the services required under this Agreement to the terminating Party's satisfaction. In no event shall any such action be deemed a breach of contract.
- e. This Agreement may be terminated at any time by mutual written agreement of all Parties, provided that such written agreement shall address the allocation between the Parties of any



costs, expenses, penalties and/or liabilities expended, committed or imposed in connection with the Project and any Project contracts awarded as of such date of termination.

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

**10. Miscellaneous Provisions:**

- a. Municipal Authority. The Municipality represents that it has received all necessary approvals or authorizations by its governing authorities to enter into this Agreement and fulfill the Municipality's obligations outlined herein.
- b. The Parties agree to: comply with and abide by all applicable state and federal laws, statutes, rules, regulations, standards and guidelines, including the MUTCD and OSHA standards, and all Agreement provisions; avoid hindering each other's performance; fulfill all obligations diligently; and cooperate in achievement of the intent of this Agreement.
- c. The Parties shall require any third party or other entity providing any service or work on the Water System to (a) carry liability insurance commensurate with the risk of the activity and (b) to indemnify and defend both MaineDOT and the Municipality and hold them harmless from claims. The duty to defend, indemnify, and hold harmless shall extend to the State of Maine, its officers, agents and employees and the Municipality, its officials, employees, agents, consultants or contractors, and shall cover all claims, suits or liabilities arising from any negligent or wrongful act, error or omission by said third party or entity. Nothing herein shall waive any defense, immunity or limitation of liability that may be available to either party under the Maine Tort Claims Act (14 M.R.S. § 8101 et seq.) or any other privileges or immunities provided by law. Any other provision of this Agreement to the contrary notwithstanding, this provision shall survive any termination or expiration of this Agreement.
- d. State of Maine's Rights of Set-Off. MaineDOT shall have all of its common law, equitable and statutory rights of set-off. These rights shall include, but not be limited to, the State of Maine's option to withhold for the purposes of set-off monies due the Municipality under a specific project contract up to any amounts due and owed to MaineDOT with regard to this Agreement, and any other agreement/contract with any State of Maine department or agency,

including any agreement/contract for a term commencing prior to the term of this Agreement, plus any amounts due and owed to the State of Maine for any reason including without limitation, tax delinquencies, fee delinquencies or monetary penalties relative thereto. MaineDOT shall exercise its set-off rights in accordance with normal State practices including, in cases of set-off pursuant to an audit, the finalization of such audit by MaineDOT, its representatives, or the State Controller. When applicable, MaineDOT reserves the right to withhold or reduce future Local Road Assistance payments to the Municipality for purposes of set-off to recover the amount owed.

- e. Assignment. No assignment of this Agreement is contemplated, and in no event shall any assignment be made without both Parties' express written permission.
- f. Notice. Any communications, requests or notices required or appropriate to be given under this Agreement shall be in writing and may be sent via email which shall satisfy the delivery requirements of this section through express acknowledgement of receipt by the receiving Party. Alternatively, communications can be mailed via U.S. Mail, Certified or Registered, Return Receipt Requested or sent via a recognized commercial carrier, such as but not limited to Federal Express, that requires a return receipt delivered to the sending party. Said communications, requests or notices shall be sent to the other Party as follows:

MaineDOT:           Maine Department of Transportation  
                          Region 2 Office

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

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

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

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

**MAINE DEPARTMENT OF TRANSPORTATION**

Revised 07-06-22

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

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

David Bernhardt  
Director, Bureau of Maintenance and Operations  
Duly authorized

**MUNICIPALITY OF BELGRADE**

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

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

Print name: \_\_\_\_\_

Its \_\_\_\_\_

Duly authorized

DRAFT

## ARTICLE 1: GENERAL PROVISIONS

### SECTION 2 AUTHORITY

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

## ARTICLE 2: PURPOSE

### SECTION 1 PURPOSE

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

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

## ARTICLE 3: APPLICABILITY

### SECTION 1 APPLICABILITY

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

### SECTION 2 USES NOT REQUIRING REVIEW

G. The following solar energy producing facilities:

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

## ARTICLE 4: ADMINISTRATION AND ENFORCEMENT

### SECTION 4 PERMIT ADMINISTRATION

#### 4.1 Expiration

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

Ordinance by submitting another application to the Planning Board or code enforcement officer, as applicable. Notwithstanding any ordinance language to the contrary, any permit for a non-residential solar energy producing facility approved by the Planning Board under the Town's Commercial Development Review Ordinance prior to the enactment of this Ordinance that expired during the period that the "Moratorium Ordinance Regarding Commercial Solar Facilities, Commercial Wind Energy Facilities, Telecommunication Towers, and Subdivisions" was in effect from November 16, 2021 – November 5, 2022 is valid for a period of 36-months from the time that the permit was first approved and may also be extended for a maximum on one (1) additional 12 month period.

## SECTION 9 REVISIONS TO AN APPROVED PLAN

### 9.1

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

## ARTICLE 7: DEVELOPMENT STANDARDS FOR SPECIFIC ACTIVITIES

### SECTION 3 TELECOMMUNICATIONS TOWERS

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

#### C. Decommissioning

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

If the owner fails to show that the facility is not abandoned, the owner shall have thirty (30) days to submit a decommissioning plan for Planning Board approval, and one hundred fifty

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

## **SECTION 4 WIND ENERGY FACILITIES**

### **A. Design and Construction**

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

### **E. Decommissioning**

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

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

1. A description of the trigger for implementing the decommissioning plan. There is a rebuttable presumption that decommissioning is required if no electricity is sold commercially to external customers for a continuous period of 12 months. The applicant may rebut the presumption by providing evidence, such as a force majeure event that interrupts the generation and commercial sale of electricity, that although the project has not commercially sold electricity for a continuous period of 12 months, the facility has not been abandoned and should not be decommissioned.
2. A description of the work required to physically remove all wind turbines, associated foundations, buildings, cabling, electrical components, and any and all other associated facilities to the extent they are not otherwise in or proposed to be placed in productive use. All earth disturbed during decommissioning must be graded and re-seeded to prevent soil erosion.

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

3. Plans for the restoration of the wind energy facility site to its pre-development condition.
4. An estimate of the total cost of decommissioning and itemization of the estimated major expenses, including projected costs of measures taken to minimize or prevent adverse effects

on the environment during implementation of the decommissioning plan. The itemization of major costs shall include, but is not limited to, the cost of the following activities: turbine removal; turbine foundation removal and permanent stabilization; transmission corridor removal and permanent stabilization; road infrastructure removal and permanent stabilization; and site restoration. This cost estimate must be updated every three (3) years and submitted to the Planning Board for its approval.

5. Demonstration in the form of an irrevocable letter of credit from a state or federally regulated bank or credit union, a certified check payable to the municipality, or a savings account or certificate of deposit naming the municipality as owner, for the establishment of an escrow account; or other form of financial assurance as may be acceptable to the Planning Board that upon the end of the useful commercial life of the development, the applicant will have the necessary financial assurance in place for 125% of the total cost of decommissioning. The owner of the facility shall provide the Planning Board with a revised decommissioning cost estimate and structural evaluation prepared by professional civil engineer licensed in Maine or a professional turbine construction company every three (3) years from the date of the Planning Board's of the wind energy facility plan. The financial assurance shall include a provision granting the Town the ability to access funds and property and perform decommissioning if the development is abandoned or the applicant or subsequent responsible party fails to meet their obligations after reasonable notice, to be defined in the agreement and approved by the Planning Board.
6. Transfer of ownership. Upon transfer of ownership of a wind energy facility development subject to a decommissioning plan approved under this ordinance, a person that transfers ownership of the development remains jointly and severally liable for implementation of the plan until the Planning Board approves transfer of the decommissioning plan to the new owner or operator. New owners must demonstrate to the Planning Board's satisfaction an ability to meet the financial assurance requirement.
7. Environmental site assessment. The decommissioning plan shall include provisions for conducting a Phase II environmental site assessment adequate to determine if there has been a release or discharge of oil or hazardous substances at or near any transformers, inverters or other equipment containing liquid oil or hazardous substances as defined by State law. Decommissioning shall not be considered complete until such time as the site assessment has also been completed and submitted to the Belgrade Code Enforcement Officer. At a minimum the site assessment shall include a soil sampling regime sufficient to find environmental evidence of past leaks or discharges. The site assessment shall also describe the nature and extent of contamination, and will make recommendations for further action. The environmental site assessment shall be completed in accordance with American Society for Testing and Materials (ASTM) E1903-19, Standard Practice for the Environmental Site Assessments, as revised, and prior to the transfer of ownership or change in use of the facility site. The decommissioning plan will also require a copy of the environmental site assessment be submitted to the Belgrade Code Enforcement Officer within 30 days of completion, and include provisions for the reporting of oil or hazardous substance contamination in accordance with State statute to the Maine Department of Environmental Protection.

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

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

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

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

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

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



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

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

The Visual Impact Assessment must include the following elements:

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

A geographical representation of all the areas within a minimum of 3 miles of where the solar facility, from its highest points is visible from the surrounding (impact) area shall be presented. The radius of the impact area to be analyzed must be based on the relative size and scope of the proposed activity given the specific location. Areas of the impact area from which the facility will be visible, including representative and worst-case viewpoints, must be identified. At a minimum, these public recreation and scenic resources within the boundaries of the Town of Belgrade are to be considered viewpoints for inclusion in this analysis: Great Pond, Long Pond, Messalonskee Lake, Salmon Lake, McGrath Pond, Minot Hill Road, areas of the Belgrade Lakes Golf Club open to the general public and above 400 feet elevation, and areas of Belgrade accessible by public road with an elevation above sea level equal or greater than 550 feet. Line-of-sight profiles constitute the simplest acceptable method of illustrating the potential visual impact of the proposed activity from viewpoints within the context of its viewshed. A line-of-sight profile represents the path, real or imagined, that the eye follows from a specific point to another point when viewing the landscape. \_\_\_\_\_

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

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

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

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

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

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

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

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

d. Demonstration in the form of an irrevocable letter of credit from a state or federally regulated bank or credit union, a certified check payable to the municipality or a savings account or certificate of deposit naming the municipality as owner, for the establishment of an escrow account; or other form of financial assurance as may be acceptable to the Planning Board that upon the end of the useful life of the solar facility the Applicant will have the necessary financial assurance in place for 125% of the total cost of decommissioning. The owner of the facility shall provide the Planning Board with a revised removal cost estimate and structural evaluation prepared by a professional civil engineer licensed in Maine or a professional array construction company every three (3) years from the date of the Planning Board's approval of the solar array complex plan. The financial assurance shall include a provision granting the Town the ability to access the funds and property and perform the decommissioning if the development is abandoned or the Applicant or subsequent responsible party fails to meet their obligations after reasonable notice, to be defined in the agreement and approved by the Planning Board.

e. Transfer of ownership. Upon a transfer of ownership of a commercial solar energy development subject to a decommissioning plan approved under this ordinance, a person that transfers ownership of the development remains jointly and severally liable for implementation of the plan until the Planning Board

approves transfer of the decommissioning plan to the new owner or operator. New owners must demonstrate to the Planning Board's satisfaction an ability to meet the financial assurance requirement.

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

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

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

~~a. The Shoreland Zone as mapped in the Belgrade Shoreland Zoning Ordinance map;~~

~~b. The Village and Critical Resource Conservation Districts as described and mapped by the Town of Belgrade 2014 Comprehensive Plan;~~

ae. Areas of 20% or greater slope;

b~~d~~. Areas with elevations above sea level of 550 feet or greater; and

ce. No more than five (5) contiguous acres of the total project area may be located on **farmland** with soils defined by the U.S. Dept. of Agriculture's Natural Resources Conservation Services as "prime farmland" or "farmland of statewide importance" as determined by a field survey conducted by a Maine licensed soil scientist and in accordance with the Maine Dept. of Agriculture, Conservation and Forestry's May 2020 guidance document titled "Determining Prime Farmland Soils and Soils of Statewide Importance for Siting Solar Projects in Maine."

2. Other prohibitions:

a. The development or construction of solar concentrating power plants are prohibited; and

b. Transformers and other electrical equipment using halogen or PCB oils as coolants are prohibited.

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

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

5. Minimum Setbacks:

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

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

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

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

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

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

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

b. Minimum vegetative screening dimensions:

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

ii. 250' in depth along the common property line(s) with an existing residential dwelling unit that extends along the length of the property line demarcated by a 180-degree arc with a radius of 250' from each corner of the residential dwelling unit. Screening will be provided along the greatest length of property line indicated by this measurement method.

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

iv. Vegetative screening is to be provided from any property line in common with a residential subdivision previously approved by the Town of Belgrade. Such

vegetative screening is to be a minimum of 50' in depth. Eighty percent obscuration from such a property line is not required in this specific instance only.

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

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

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

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

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

a. 250' from the normal high water-line of a great pond as defined by Title 38 M.R.S.A., subsection 480-B of Maine's Natural Resources Protection Act.

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

cb. 250' setback and natural vegetation buffer from habitat of high value plant and animal species as identified and mapped by the Maine Department of Inland Fisheries and Wildlife's Beginning

with Habitat program, including but not limited to habitat for state or federally listed endangered species, significant vernal pools, and high or moderate value waterfowl and wading bird habitats.

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

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

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

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

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

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

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

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

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

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

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

b. The existing character of the surrounding area;

c. The expectations of the typical viewer;

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

e. The extent, nature and duration of the potential effect of the solar facility's presence on the public's continued use and enjoyment of Belgrade's public recreational and scenic resources. The Planning Board shall consider Belgrade's public recreational and scenic resources to include, but not be limited to, the following: areas of Great Pond, Long Pond, Messalonskee Lake, Salmon Lake and McGrath Pond within the Town of Belgrade; the Minot Hill Road; that portion of the Belgrade Lakes Golf Club open to the general public and with an elevation of 400 feet or greater; and locations in Belgrade accessible by public road with an elevation of ~~600~~ 550 feet or greater.

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

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

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

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

16. Inspection Requirements:

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

b. Monthly inspections. A monthly physical inspection shall be conducted of the physical integrity all modules, transformers, inverters and other electrical components, and to identify any evidence of a leak or discharge of a hazardous substance or oil. The inspection shall be conducted by a qualified representative of the facility owner. A written paper or electronic inspection log shall be maintained with at a minimum the following information: inspection date, who conducted it, their

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

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

## **ARTICLE 8: DEFINITIONS**

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

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

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

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

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

A. That consists of 5 or more contiguous acres;

B. That is land on which a farm product is produced.

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

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

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

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

1) selling power to the regional electric grid;



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

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

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

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

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

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

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

# Memo

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

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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

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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**

September 1, 2022

Town of Belgrade  
990 Augusta Road  
Belgrade, ME 04917  
Phone (207) 495-2258  
Email: 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.

# Quote



ABL Roofing & Construction, 108 Libby lane , West Gardiner ME 04345, United States

## FOR

Corey Alexander  
8 Dolten Road  
Belgrade ME  
United States

Quote No.: **805**  
Issue date: **9/22/2022**  
Valid until: **9/29/2022**

Quote No. <b>805</b>	Issue date <b>9/22/2022</b>	Valid until <b>9/29/2022</b>	Total due (USD) <b>\$21,750.00</b>
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*Please be aware weather may affect your scheduled date*


Description	Quantity	Unit price (\$)	Amount (\$)
Roof replacement NO MONEY DOWN 10 year workmanship warranty 3-4 week lead time JOBSITE LEFT BROOM CLEAN UPON COMPLETION OF SAID WORK  Remove existing roofing down to bare roof deck (1 layer where shingles are, 2 layers where metal is)  Install Ice&Water shield at eaves, valleys, wall meetings and any other roof obstructions including stink pipes and chimneys  Install drip edge on eaves and rakes  Install synthetic underlayment on entire roof deck  Install CT Landmark shingles on entire roof deck	1	21,750.00	21,750.00
<b>Total (USD):</b>			<b>\$21,750.00</b>

*Full amount due upon completion of said work*

*Full amount to include labor, materials and waste removal fees*

*Please be aware that unforeseen charges may be made, you will be informed before we move forward  
Examples: extra layer of shingles, rotten boards and chimney work*

 Levi Bailey


 207-592-7663


 Ablroofing.com

 team207@ablroofing.com

ABL Roofing & Construction  
108 Libby lane  
West Gardiner ME 04345  
United States

 Levi Bailey

 207-592-7663

 [Ablroofing.com](https://ablroofing.com)

 [team207@ablroofing.com](mailto:team207@ablroofing.com)

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ABL Roofing & Construction  
108 Libby lane  
West Gardiner ME 04345  
United States

concrete to roofs  
new and old construction

J.D. Grant  
189 Cemetery st  
Vassalboro, ME  
04989

Fully Insured  
Tel: (207) 877-5221  
Call or text  
Jdscarpentry21@gmail.com

**Proposal**

PROPOSAL NO.	DATE
BID NO.	ARCHITECT
PHONE NO.	DATE OF PLANS
TO <b>Town of Belgrade</b>	
ADDRESS	
WORK TO BE PERFORMED AT <b>8 Dalton Lane Belgrade, Me</b>	

We hereby propose to furnish the materials and perform the labor necessary for the completion of ~~the~~ **no materials included**

Area below for additional description and/or drawings:

Removal: \$26,200  
 Dumpster: \$11,000 (this only included 1 30 yard dumpster)  
 Roof Repair: \$5,000 (This is an estimate)  
 Replace roofing: \$8,500  
 Total: \$50,700.00

**This is A quote for labor only**

All material is guaranteed to be as specified, and the above work to be performed in accordance with the drawings and specifications submitted for above work and completed in a substantial workmanlike manner for the sum of

**\$ 50,700.00** Dollars (\$ **16,900** ) with payments to be made as follows:

1. Before start
2. 1/2 done
3. upon completion

**ACCEPTANCE OF PROPOSAL** The above prices, specifications, and conditions are satisfactory and are hereby accepted. You are authorized to do the work as specified. Payments will be made as outlined above.

Signature \_\_\_\_\_

Date \_\_\_\_\_ Signature \_\_\_\_\_

## Lorna Dee Nichols

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**From:** Nick Poole  
**Sent:** Monday, September 26, 2022 9:55 AM  
**To:** Lorna Dee Nichols  
**Cc:** Mary Vogel  
**Subject:** Updated Dalton/Facility Amounts

Below is what I believe what the board asked for at the last meeting. Let me know otherwise.

Facility Reserve – \$21,315  
Dalton Reserve – \$46,262  
Dalton 2022 Revenue as of 9/26 - \$13,530  
To offset the 2022 Facility Budget - **-\$60,000**

**TOTAL in accounts as of 9/26– \$21,717**

Nick Poole  
Treasurer  
Town of Belgrade  
990 Augusta Road  
Belgrade, ME 04917  
Phone: 495-2258 Ext. 211  
Fax: 207-495-2742  
Email: treasurer@townofbelgrade.com

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

September 20, 2022

This meeting can be viewed at: <https://youtu.be/zNRJEc5Aeh8>

**Present:** Chair Melanie Jewell, Selectperson Carol Johnson, Vice Chair Barbara Allen, Selectperson Dan Newman, Town Manager Lorna Nichols, Douglas Beck, Stephanie Gardner, Road Commissioner Jason Stevens, Sharon Frost, Scott Nichols, Sara H. Languet.

**Remote Attendees:** Selectperson Rick Damren, Town Clerk Mary Vogel, Richard Bourne, Facilities Manager Cory Alexander, Bruce Galouch, Lenny Reich.

**Vice Chair Barbara Allen called the meeting to order at 6:31 p.m.**

**Pledge of Allegiance**

**PUBLIC COMMENT**

None

**OLD BUSINESS**

***Review and approve minutes of September 6, 2022:***

**Vice Chair Barbara Allen motion to approve the revised minutes with added language, Selectperson Carol Johnson seconded the motion, vote 4-0, with Chair Melanie Jewell absent.**

***Bench request/ Mr. Beck, to be placed in the village:***

A committee consisting of representatives of the Board of Selectpersons, Town Manager, Parks & Recreation and Friends Group met to discuss placement of the bench. The interim Town Manager followed policy for the acceptance of gifts/donations to the Town in the amount of \$5,000 or less. The cost of the bench is just under \$2,000, with groundwork being additional – along with a plaque to match other benches placed in the village. Parks and Recreation recommended placement in Peninsula Park.

Discussion on whether this would be a stand-alone bench or part of the fundraising efforts of the village. Selectperson Dan Newman asked the Town Manager to check with legal counsel on fundraising from outside groups to place items on Town property.

Discussion on the balance of funds if the bench, plaque, and groundwork did not rise to the \$5,000 donation by Mr. Beck to the town. Mr. Beck indicated any amount remaining should be donated to the Center for All Seasons. At the same time, if additional funds are needed for the purchase and placement of the bench, Mr. Beck will cover those costs.

**Vice Chair Barbara Allen motion to accept the donation of \$5,000 for a bench in memory of Mr. Beck's wife with any balance to go to the Center for All Seasons, Chair Melanie Jewell seconded the motion, vote 4-0 / with Selectperson Carol Johnson abstaining.**

***Maine D.O.T. – Town of Belgrade Water System Cooperative Agreement:***

Chair Melanie Jewell read correspondence from the Town's attorney into the record:

Hi Lorna,

It was good to talk with you. As we discussed, while in the ordinary course referendum articles must be filed with the clerk at least 60 days prior to an election, in my view the Board can decide to change/remove/add referendum warrant articles for a town meeting election as long as the warrant has not been posted for 7 days, and it is more than 14 days prior to election day. 30-A M.R.S. § 2528(4)(E), (5). I understand the Board may want to consider amending the warrant article related to the proposed MDOT Agreement to give the Board the authority to finalize the language in the Agreement after receiving authorization from the voters on November 8. If so, the language for that article could read as follows:

*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?*

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

-Phil

Philip Saucier

Town Clerk Mary Vogel voiced concern with the attorney's recommendation, the warrant articles have been posted to the town's website, these have not been posted in all locations yet. This sets a precedent. If the hearing is held 10 days before the vote, that would allow a little time to decide on the agreement? Selectperson Carol Johnson indicated the Board is not ready to ratify the agreement, changing the warrant article wording gives the Board additional time. The Board is at a stalemate with the state, they do not want to decide on something they are not comfortable with.

Selectperson Rick Damren made a motion to rescind his vote at the September 6, 2022 meeting; Selectperson Dan Newman made a motion to rescind his vote at the September 6, 2022 meeting; Vice Chair Barbara Allen made a motion to rescind her vote at the September 6, 2022 meeting; Selectperson Carol Johnson made a motion to rescind her vote at the September 6, 2022 meeting; Chair Melanie Jewell made a motion to rescind her vote at the September 6, 2022 meeting.

The Board of Selectpersons votes 5-0 to rescind their vote on this warrant article on September 6, 2022.

Chair Melanie Jewell made a motion to approve the revised language for this article:

***Shall the Town authorize the Board of Selectpersons 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? A draft copy of the Cooperative Agreement is on file with the Town Clerk's Office.*** Selectperson Dan Newman seconded the motion, vote 4-1.

**Selectboard Recommends: YES 4-1**

***Minot Hill Road Chip Sealing:*** Update, discussion / Road Commissioner.

Doug Fowler met with Road Commissioner Jason Stevens at the road site. The signed contract says they must fix potholes, pavement failure, the contractor shall repair major depressions. The contract also includes a guarantee of one year on work and defects of workmanship. Jason stated the Town did some of the repairs (potholes).

Chair Melanie Jewell recommended the Town make the last payment included on this week's AP Warrant, keep on file, and check the road in the spring. Are there problems? If so, there is a one-year timeframe – they would need to fix.

Road Commissioner Jason Stevens will take pictures/video now of the road to have something to base changes on in the spring. He will ask the company to come out again in the spring to look at the road and then go from there.

***Town Office Hours:***

Town Manager Lorna Nichols brought forth a request to reduce the open time on Thursday evenings to 6 p.m. instead of 7 p.m. Pulling activity records for the last two months, there is little to no activity after 6 p.m.



Chair Melanie Jewell stated the Board has looked at this several times and they always say no. Even if one person is all we get – they deserve to be served. Bruce Galouch commented that either the office stays open until 7 p.m. or they open on Saturdays.

No action taken.

## **NEW BUSINESS**

**Chair Melanie Jewell made a motion to move out of order and discuss the Request from Belgrade PTO re: Bingo, Vice Chair Barbara Allen seconded the motion, vote 5-0.**

**Selectperson Rick Damren made a motion to approve the application for Belgrade PTO, Selectperson Carol Johnson seconded the motion, vote 5-0.**

**Selectperson Carol Johnson made a motion to approve the application for Augusta Rotary, Vice Chair Barbara Allen seconded the motion, vote 5-0.**

### ***Dalton Property: Updates on plumbing, electrical***

The Board reviewed a list of items that need to be addressed with Facilities Maintenance Manager Cory Alexander. The list totals over \$50,000 in costs to include roof replacement. The Town has received two bids for the roof repair – one for \$35,000 including materials and one for \$50,000 that does not include materials. The Board discussed reaching out to local contractors to see if we might get on their schedule for spring 2023 which may reduce the cost vs. requiring the work be completed prior to winter 2022.

The Board would also like updated financial information for both Facilities Maintenance and Dalton property accounts for the October 4 Board meeting.

**Selectperson Rick Damren made a motion to table this until the October 4 meeting, Selectperson Carol Johnson seconded the motion, vote 5-0.**

### ***Budget Meeting Schedule:***

The Board of Selectpersons set the following budget meeting schedule for FY 2023

Wednesday, October 12 Budget Committee  
Wednesday, November 9 Budget Committee  
Sunday, November 20 Selectboard 8 a.m. until end  
Tuesday, December 13 Selectboard 5:30 p.m.  
Tuesday, January 10 Selectboard 5:30 p.m. Final meeting

***Review and approve AP and Payroll Warrants:***

AP Warrant 106 \$1,149,265.29

**Chair Melanie Jewell made a motion to approve AP Warrant 106, Selectperson Carol Johnson seconded the motion, vote 4-1.**

Payroll Warrant 107 \$18,121.31

**Chair Melanie Jewell made a motion to approve Payroll Warrant 107, Vice Chair Barbara Allen seconded the motion, vote 5-0.**

Payroll Warrant 108 \$463.54

**Chair Melanie Jewell made a motion to approve Payroll Warrant 108, Vice Chair Barbara Allen seconded the motion, vote 5-0.**

BMV Warrant 109 \$9,354.24

**Chair Melanie Jewell made a motion to approve BMV Warrant 109, Selectperson Dan Newman seconded the motion, vote 5-0.**

**Health Officer Resignation:**

Jennifer Clements submitted a letter of resignation effective September 30, 2022.

**Vice Chair Barbara Allen made a motion to accept the letter with regret, Selectperson Carol Johnson seconded the motion, vote 5-0.**

It was suggested the Town Manager check with the Rescue Chief to see if he might be interested in the appointment, publicize on Facebook and the marquee.

**Payroll Disbursement Policy Revision:**

The Board reviewed recommendations from the Town's attorney to update the policy for payroll approval and disbursement to ensure compliance. The new policy requires any (one) Selectperson to review, approve and sign all Payroll warrants on Mondays for processing same day.

**NOTE – WE NEED A MOTION AND VOTE HERE AT THE OCTOBER 4 MEETING.**

### ***Town Manager's Report:***

The Board had concerns with the security of Trio-Web. Town Manager Lorna Nichols will reach out to Harris Computers for additional information, along with the process for off-site backups and disseminate this information to the Board once received.

Selectperson Carol Johnson discussed the meeting at the Narrows West Bridge project on Castle Island. There is an issue of water running from the road to the lake and depositing fines (dirt/sand). Now would be the perfect time to have this addressed, along with addressing a request from Belgrade Fire/Rescue for a dry hydrant in the same area for area towns to utilize.

7 Lakes Alliance, Belgrade, Rome and Mt. Vernon should collectively sign on to a letter to the State to confirm the need and urgency to address these issues while they are there doing work on the bridge.

**Vice Chair Barbara Allen made a motion to have the Town Manager sign or send a letter of support for the Fire/Rescue Department and 7 Lakes Alliance after review by the Board, Selectperson Carol Johnson seconded the motion, vote 5-0.**

### **Executive Session**

**Chair Melanie Jewell made a motion to enter into executive session pursuant to 1 M.R.S.A. §405(6)(A) – Personnel matter at 9:43 p.m., Selectperson Carol Johnson seconded the motion, vote 5-0.**

**Chair Melanie Jewell made a motion to exit executive session and return to regular session at 11:00 p.m., Selectperson Carol Johnson seconded the motion, vote 5-0.**

**Chair Melanie Jewell made a motion to have the Town Manager make an offer to the Code Enforcement candidate for the position with a minimum of 25 hours per week, Selectperson Rick Damren seconded the motion, vote 5-0.**

**Chair Melanie Jewell made a motion to adjourn at 11:01 p.m., Vice Chair Barbara Allen seconded the motion, vote 5-0.**

**Town of Belgrade  
Road Committee Meeting  
Minutes**

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

The committee met 9/21/22 at 6:30 p.m. with Town Manager Lorna Nichols, Fire Chief Dan Mackenzie, Facilities Maintenance Cory Alexander, Road Commissioner Jason Stevens, Rhaeto A. Pfister, Ernie Rice and Jack Sutton present.

The bulk of discussions centered around the creation of a Public Works Department, what facilities may be available nearby – along with options for purchasing land and building a complex for both Fire/Rescue and PW.

The DOT building is questionable, the State has indicated they will discuss the property with the Town Manager, and she will pass this information along to the Committee.

The committee discussed a budget and what the Town pays for currently, equipment and vehicle needs, and the costs associated. It was agreed that a town PW department would need four plow trucks (dump trucks, plow blades, sanders), a loader, excavator (for summer maintenance), 4 full time employees. Preliminary estimates for capital and operating costs including snow plowing from fall 2024 onward are attached.

Roadside brush cutting was done this year, there is a bit more to do but Jason is having a difficult time to contract it out or to get a machine.

The Committee was updated on the chipseal for Minot Hill Road as the Select Board discussed this with Road Commissioner Jason Stevens at their meeting September 20.

Other road maintenance work remaining for 2022: some ditching and brush cutting.

The committee did not set the date for the next meeting as we await information from the State on the Belgrade lot, work on a draft budget and present this information to the Board of Selectpersons for their consideration.

Respectfully submitted,

Lorna Dee Nichols, Town Manager/Chair, Road Committee

\*\*\*\*\*Update 9/26/2022

After speaking with Tom Roberts and Jamie Andrews from Maine D.O.T., an update on the ME D.O.T. Belgrade lot: the State will abandon this lot in another year or so; they do know Belgrade is interested. For budgeting purposes, Tom and Jamie indicated we should use the figure of \$500,000 for the property although Tom thought he gave Anthony (former Town Manager) a figure of \$350,000. They are willing to discuss this more ***after*** an agreement is reached between the Town and State on the water contamination issue which will be put before voters November 8, 2022.

The State is switching out trucks and buying several new, some of those replaced will be available at the State auction – we should keep watch and pick up some of these if we can. Does the Town have an account with the State for surplus/auction?

This information would work perfectly with the timeline for a Public Works department if the Selectboard approves and it is added to the 2023 Annual Town Meeting warrant. It is important to have a budget ready and to voters on that warrant to begin funding for the capital purchases of both the property and equipment as needed.

Important to keep in mind: wages for these positions needs to be competitive; it is best to hire locally if we can; benefits are great in Belgrade – that will help. Include a separate line item for overtime in the projected budget; allow enough in the M&R of equipment line item. The Public Works department would handle all summer and winter road work, along with maintenance (mowing) of cemeteries.

# PUBLIC WORKS

## CAPITAL OUTLAY

	<u>2022</u>	<u>2024-2025</u>
Purchase Maine DOT Belgrade Lot (?)	\$ -	\$ 500,000.00
Purchase 4 dump trucks, plows, sanders estimate \$200k each	\$ -	\$ 800,000.00
Purchase additional equipment (loader, excavator, ?)	\$ -	?
Other	\$ -	?
		<hr/>
		\$ 1,300,000.00

## PUBLIC WORKS COMPLEX

Utilities		\$ 13,500.00
Electricity		
Water		
Phone, Fax		
Heating		
Building M&R		\$ 4,000.00
Technology		\$ 6,500.00
		<hr/>
		\$ 24,000.00

## PUBLIC WORKS

Wages			
Road Commissioner/ Foreman	\$30/hour max		\$ 62,400.00
Assistant Foreman	\$28/hour max		\$ 58,240.00
Drivers	2@\$25/hour max		\$ 104,000.00
Overtime			\$ 25,000.00
Employee Costs			
FICA SS/Med	7.65%		\$ 17,185.00
457 Retirement Plan			\$ 6,425.00
Health, dental, vision			\$ 48,000.00
Employee Expenses			
Mileage Reimbursement			\$ 250.00
Employee Benefit Reimbursement			
In lieu of Health Insurance (\$1200x4)			\$ 4,800.00

Vehicle M&R		\$ 33,500.00
Special Mobile Equipment		\$ 9,000.00

What are we budgeting currently?

### Public Works

2022

#### Roads, General Maintenance

##### Personnel

Wages \$ 8,000.00

Benefits \$ 1,200.00

##### Membership/Dues

MBTA \$ 75.00

##### Services

Mileage \$ 100.00

Rentals \$ 67,284.00

Contracted Services \$ 46,735.00

##### Supplies

Operating Supplies \$ 20,000.00

##### Miscellaneous

Paving Prep \$ 12,356.00

#### Roads: Plowing & Sanding

##### Services

Contracted Services \$ 298,000.00

##### Supplies

Operating Supplies \$ 101,000.00

#### Paving

Average annual \$ 290,000.00

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**\$ 844,750.00 \***

*\*does not include personnel*

Tools/Safety/Misc Equipment	\$ 8,500.00
Uniforms	\$ 5,500.00
Gas, Diesel	\$ 59,000.00
Fire/Rescue Portion?	
Oil, Lubricants	?
Drug/Alcohol Testing	\$ 500.00
Unforseen Equipment Repair	\$ 5,000.00
	<u>\$ 447,300.00</u>

**WINTER ROADS**

Sand/Gravel	\$ 50,000.00
Salt/Chem	\$ 22,500.00
Equipment M&R	\$ 10,000.00
Misc Expenses	\$ 12,500.00
Sidewalks (rental equipment)	\$ 6,000.00
	<u>\$ 101,000.00</u>

**SUMMER ROADS**

Culverts	\$ 6,000.00
Bridges/Guardrails	\$ 3,500.00
Sidewalks	\$ 900.00
All Roads	\$ 35,000.00
Paving	\$ 470,000.00
	<u>\$ 515,400.00</u>

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**SAMPLE BUDGET      \$ 1,087,700.00**

*\*does not include capital outlay*

## Expense Summary Report

Accounts: E 1-01-1-001 - E 1-46-5-150  
September to September

Account	Budget Original	Budget Net	Curr Mnth Net	YTD Net	Unexpended Balance	Percent Spent
<b>1 - OAKLAND CONT'D</b>						
<b>22 - PUBLIC WORKS</b>	<b>991,963.00</b>	<b>991,963.00</b>	<b>74,652.88</b>	<b>187,584.76</b>	<b>804,378.24</b>	<b>18.91</b>
1 - PERSONNEL SV	664,041.00	664,041.00	53,899.81	135,286.72	528,754.28	20.37
210 - CLERICAL	19,457.00	19,457.00	0.00	0.00	19,457.00	0.00
235 - DIRECTOR	78,324.00	78,324.00	7,531.20	18,376.13	59,947.87	23.46
240 - WAGES	325,151.00	325,151.00	31,366.00	75,278.40	249,872.60	23.15
245 - PART TIME	3,000.00	3,000.00	0.00	0.00	3,000.00	0.00
700 - OVERTIME	28,000.00	28,000.00	0.00	2,171.34	25,828.66	7.75
800 - FRINGE BENE.	210,109.00	210,109.00	15,002.61	39,460.85	170,648.15	18.78
<b>2 - OUTSIDE SERV</b>	<b>118,812.00</b>	<b>118,812.00</b>	<b>11,771.23</b>	<b>25,303.38</b>	<b>93,508.62</b>	<b>21.30</b>
150 - HEATING FUEL	11,665.00	11,665.00	0.00	0.00	11,665.00	0.00
200 - TELEPHONE	2,800.00	2,800.00	211.88	532.17	2,267.83	19.01
250 - ELECTRICITY	2,500.00	2,500.00	160.03	360.70	2,139.30	14.43
300 - SEWER & WATR	1,800.00	1,800.00	0.00	302.00	1,498.00	16.78
500 - INSURANCE	33,647.00	33,647.00	3,233.44	12,587.11	21,059.89	37.41
700 - EQUIP MAINT	60,000.00	60,000.00	8,020.35	11,362.77	48,637.23	18.94
750 - BUILD MAINT	6,000.00	6,000.00	145.53	145.53	5,854.47	2.43
900 - TRAINING	400.00	400.00	0.00	13.10	386.90	3.28
<b>3 - SUPPLIES</b>	<b>209,110.00</b>	<b>209,110.00</b>	<b>8,981.84</b>	<b>26,994.66</b>	<b>182,115.34</b>	<b>12.91</b>
050 - OFFICE SUPP	600.00	600.00	193.18	193.18	406.82	32.20
200 - GASOLINE	63,560.00	63,560.00	0.00	7,809.74	55,750.26	12.29
250 - TIRES & TUBE	8,000.00	8,000.00	0.00	0.00	8,000.00	0.00
350 - TREES	2,500.00	2,500.00	0.00	950.00	1,550.00	38.00
390 - RD STRIPING	7,500.00	7,500.00	0.00	8,640.00	-1,140.00	115.20
450 - WEARING APRL	3,600.00	3,600.00	375.96	555.92	3,044.08	15.44
650 - CLEANING SUP	3,200.00	3,200.00	270.70	703.82	2,496.18	21.99
660 - TOOLS	1,200.00	1,200.00	0.00	0.00	1,200.00	0.00
750 - COLD PATCH	1,500.00	1,500.00	0.00	0.00	1,500.00	0.00
850 - CONSRT. SUPP	3,000.00	3,000.00	0.00	0.00	3,000.00	0.00
870 - TRAFFIC SIGN	1,500.00	1,500.00	0.00	0.00	1,500.00	0.00
930 - CATCH BASIN	12,000.00	12,000.00	0.00	0.00	12,000.00	0.00
940 - CUTTING EDGE	8,000.00	8,000.00	8,142.00	8,142.00	-142.00	101.78
960 - STREET SWEEP	2,200.00	2,200.00	0.00	0.00	2,200.00	0.00
980 - SALT & SAND	90,750.00	90,750.00	0.00	0.00	90,750.00	0.00



**PUBLIC WORKS FRINGE BENEFITS**

	2021-2022			2022-23		
	<u>CURRENT</u>	<u>WEEKLY</u>	<u>ANNUAL</u>	<u>CURRENT</u>	<u>WEEKLY</u>	<u>ANNUAL</u>
<u>SALARIES</u>	<u>RATE</u>	<u>Increase</u>	<u>C.O.L.A.</u>	<u>RATE</u>	<u>WAGE</u>	<u>WAGE</u>
Public Works Director	\$75,312	\$0	4.0%	\$78,324	\$1,506	78,324
Truck Driver/Safety Coordinator	\$19.57	\$0.50	4.0%	\$20.87	\$834.91	43,415
Truck Driver	\$19.57	\$0.00	4.0%	\$20.35	\$814.11	42,334
Truck Driver	\$19.57	\$0.00	4.0%	\$20.35	\$814.11	42,334
Truck Driver	\$19.57	\$0.00	4.0%	\$20.35	\$814.11	42,334
Heavy Equipment Operator	\$20.12	\$2.00	4.0%	\$23.00	\$920.19	47,850
Mechanic	\$24.69	\$0.00	4.0%	\$25.68	\$1,027.10	53,409
Road Foreman	\$24.72	\$0.00	4.0%	\$25.71	\$1,028.35	53,474
Admin-Assistant						19,457
						422,932
TOTAL						422,932
PART TIME LABOR						3,000
OVERTIME						28,000
UNIFORM ALLOWANCE						3,600
						\$ 457,532

<u>HEALTH INSURANCE</u>	Town Cost	HRA	
Public Works Director	11,490	2,576	
Mechanic	20,817	2,900	
Heavy Equipment Operator	20,817	2,900	
Road Foreman	18,017	2,706	
Truck Driver	3,000	0	
Truck Driver	18,017	2,706	
Truck Driver	20,817	2,900	
Truck Driver	11,490	2,576	
	124,465	19,264	143,729

<u>SOCIAL SECURITY</u>				
	457,532	X	7.65%	35,001

<u>RETIREMENT</u>				
	403,475	X	7.50%	30,261

<u>INCOME PROTECTION</u>				
	78,324	X	1.43%	1,118

**TOTAL 210,109**

# Maine TRAILER

800.244.5718  
www.maine-trailer.com

101 Coldbrook Road  
Hampden, ME 04444

840 Washington St. N  
Auburn, ME 04210

SOLD TO: TOWN OF BELGRADE

DATE:  
09/29/22

EMAIL: SEXTON@TOWNOFBELGRADE.COM

TELEPHONE: **207-215-1021**

SALESPERSON: **MW**

## INVOICE

TYPE: 20 TON EQUIPMENT  
CONDITION: NEW  
MAKE: CAM SUPERLINE  
YEAR:  
UNIT NUMBER  
MODEL NO: P20CAM8205TA  
SERIAL NO: AIR RAMPS  
SIZE: 8.5X27  
COLOR: BLACK

PRICE:	\$37,595.00
DOCUMENT FEE:	\$100.00
SELLING PRICE	<u>\$37,695.00</u>
<b>LESS TRADE IN</b>	<b>\$-</b>
TAXABLE TOTAL	<u>\$37,695.00</u>
SALES TAX:	
REGISTRATION:	
FET:	\$-
TITLE APPLICATION:	\$-
DELIVERY CHARGE:	\$-
DEPOSIT:	\$-
TOTAL AMOUNT DUE:	<u><u>\$37,695.00</u></u>

FOB: HAMPDEN ME

TERMS: DUE UPON RECEIPT

### METHOD OF PAYMENT:

CASH    CREDIT CARD    CHECK    A/R

QUOTE GOOD FOR 30 DAYS  
EST TIME OF ARRIVAL 12-16 WEEKS

ACCEPTED BY

DATE

**Thank you for the opportunity to do business with you.**

**All used equipment is sold as is, where is.**

*If it has to do with trailers, we do it!*

REPRINTED  
Big Tex Trailer World Store#463

862 Augusta Road  
Winslow, ME 04901  
Phone: (207)873-0726  
Fax: (207)692-2013

*PW/Cemetery*

Bill To: Town Of Belgrade  
Town Of Belgrade  
990 Augusta Road  
Belgrade, ME 04917  
207-495-2258

Item #	Item Name	Item Description	Lookup	Qty	Price	Ext Price	Tax
3712	35SA-10BK4RG	Big Tex 6.5' x 10' Pipe Rail With Gate		1	\$2,350.00	\$2,350.00	T
5223	Prep Single Axle	Single Axle Trailer Prep Fee.		1	\$35.00	\$35.00	
5670	Documentation Fee		Doc Fee	1	\$58.50	\$58.50	
						Subtotal:	\$2,443.50
						Exempt	0 % Tax: + \$0.00
						RECEIPT TOTAL:	\$2,443.50

Returns accepted within 30 days of purchase, except special orders. Items must be in new condition and original packaging. Registered trailers are not returnable as new. Credit Card Purchases will be refunded to original credit card. Checks and large cash purchases will be refunded via mail from the corporate office and may take a couple weeks to process.

HELD

REPRINTED  
Big Tex Trailer World Store#463

862 Augusta Road  
Winslow, ME 04901  
Phone: (207)873-0726  
Fax: (207)692-2013

*PW/Cemetery*

Bill To: Town Of Belgrade  
Town Of Belgrade  
990 Augusta Road  
Belgrade, ME 04917  
207-495-2258

Item #	Item Name	Item Description	Lookup	Qty	Price	Ext Price	Tax
4821	14LP-14BK7SIRPD	14K Low Profile Dump 14' Long		1	\$12,000.00	\$12,000.00	T
5224	Prep Tandem Axle	Tandem Axle Trailer Prep Fee.		1	\$65.00	\$65.00	
5670	Documentation Fee		Doc Fee	1	\$58.50	\$58.50	
649	Title Fee	Title Fee		1	\$33.00	\$33.00	
5665	Trailer Inspection	Trailer Inspection		1	\$50.00	\$50.00	

Subtotal: \$12,206.50

Exempt 0 % Tax: + \$0.00

RECEIPT TOTAL: \$12,206.50

Returns accepted within 30 days of purchase, except special orders. Items must be in new condition and original packaging. Registered trailers are not returnable as new. Credit Card Purchases will be refunded to original credit card. Checks and large cash purchases will be refunded via mail from the corporate office and may take a couple weeks to process.

HELD

# Memo

To: Board of Selectpersons  
From: Lorna Dee Nichols, Town Manager  
Date: September 26, 2022  
Re: Code Enforcement Officer

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With Selectboard approval at the regular meeting held September 20, 2022 – an offer of employment was extended to Hans Rasmussen of Smithfield. Hans accepted and started with the Town of Belgrade as its Code Enforcement Officer, Local Plumbing Inspector and E-911 Addressing Officer.



Hans Rasmussen has a bachelor's degree in business administration from University of New Haven and a certificate in nonprofit administration from Duke University. He started his career in the textile industry, traveling internationally. Eventually, Hans settled in North Carolina and started a business in the home services industry. After selling that business, he went back to school for radiography and spent over a decade in the medical field. Never one to back down from a new challenge, Hans decided to move to the next phase of his career by pursuing his certification in Code Enforcement because of his passion for the environmental wellness of Central Maine and his desire to give back to his community. Hans has been spending summers in Maine for his entire life but moved here permanently in 2020 and couldn't imagine living anywhere else.

# Memo

To: Board of Selectpersons  
From: Lorna Dee Nichols, Town Manager  
Date: September 29, 2022  
Re: Sand & Salt Agreement

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The current 3 year Road Sand & Salt Agreement expires this year (signed September 2020), the Board will need to make a decision to extend the contract for 2023, 2024, 2025 or put the RFP out for bids. The current agreement provides 6,500 yards of MDOT-approved winter sand to be screened sand, mix the sand with salt and load the mixture into the Belgrade sand/salt shed at a cost of \$10/yard with an annual completion date of mid-October.

The current contractor has provided costs if the agreement is extended for another 3 years (attached).

# **Town of Belgrade Road Sand & Salt Agreement for FY 2020, FY 2021, FY2022**

This Agreement is between David Stevens Excavation, P.O. Box 146, Belgrade, ME 04917, phone: 207-465-3815, cell: 207- 314-0314, hereinafter "Contractor," and the Town of Belgrade, "Town."

The Contractor agrees to all the terms as listed in the Request for Proposals (Attachment A). This agreement is for a three-year period: fiscal year 2020, FY 2021, and FY 2022. As stated in Attachment A, this agreement may be extended an additional three (3) years upon a mutual written agreement from both parties.

The Contractor's primary contact with the Town is the Road Commissioner, whose contact information is available at [townofbelgrade.com/roads](http://townofbelgrade.com/roads). The Contractor's secondary contact is the Town Manager, whose contact information is available at [townofbelgrade.com/townmanager](http://townofbelgrade.com/townmanager).

All payment drawdowns will be given to the Town Treasurer at the Town Office, 990 Augusta Road. Payments are made every two weeks, typically on the first and third Wednesdays of the month, on a warrant system following the Selectboard approving and signing the warrant. Payments will be mailed to Contractor unless other arrangements are made between the Contractor and the Treasurer.

Certificates of liability and workers' compensation insurance covering the first year of this agreement must be received from the Contractor before any work is performed on Town property. Contractor must provide proof of insurances each year of this agreement.

Contractor has agreed to deliver Maine Department of Transportation-rated sand, mix the sand with salt, and store the mixture in the Belgrade sand/salt shed for a fixed three-year price of \$10 per cubic yard of sand. The price is based solely on the number of cubic yards of sand delivered.

Contractor will call the Town's salt provider to have salt delivered directly from the vendor. All salt delivery slips must be signed by the Contractor and turned in to the Town Treasurer the same day of the delivery. If the Town Office is closed, Contractor can place the slips in the dropbox located on the north side of the Town Office.

The Contractor is to pile two loads of salt into the left-front corner of the shed (when facing the front door) for the plowing contractors. This should be done before the contractor fills the building so salt trucks can unload directly into the shed.

If the contractor must have salt unloaded outside of the shed, that area must be swept up completely when the work is finished.

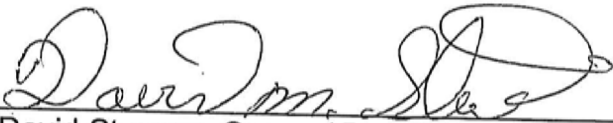
Contractor and Town Manager must inspect the building for any damage before any work is performed to protect the Town and the Contractor.

The Road Commissioner will direct the Contractor when additional material is needed in the shed. Once notified, the Contractor will have five (5) working days to begin processing the additional sand/salt mixture into the shed.

Contractor will be given a 30-day notice, each year of the agreement, as to when the shed must be filled. Contractor will be notified each year of the agreement as to the sand/salt ratio to be used. This year, the sand-to-salt ratio is 5-to-1.

Amendments to this Agreement must be made in writing and agreed upon by the Contractor and the Board of Selectpersons.

Agreement was signed this 25<sup>th</sup> day of September, 2020.



David Stevens, Owner / David Stevens Excavation



Anthony Wilson / Town Manager



# Town of Belgrade

## Request for Proposals

Provide winter sand / mix with salt / place in shed

### Agreement specifications

The Town of Belgrade is accepting proposals to:

1. Provide up to 6,500 yards of MDOT-approved winter road sand
2. Screen and mix winter sand and salt at a mixture ratio to be determined yearly
3. Place the mixture into the sand/salt shed, as directed

The Town Manager and/or Road Commissioner will respond to prospective contractors' questions.

The Town of Belgrade will purchase road salt; the contractor will order salt as needed. Belgrade's sand/salt shed holds up to 5,000 yards of mixed material. Thus, the contractor will have to process and load the sand/salt mixture at least two times during a twelve (12) month period. The contractor must have the agreed upon amount of sand/salt mixture placed into the shed no later than mid-October of each year.

The Plowing Contractor or the Road Commissioner will determine when or if the shed needs to be refilled. Sand material must be accepted by the Road Commissioner before any agreement is awarded by the Selectboard or any payment is made to the Contractor. The Town reserves the right to inspect the sand material at any time.

The term of said agreement will be three (3) years with the option to extend the agreement for an additional three (3) years upon a mutual written agreement from both parties. Agreement will be based on a per-yard cost to purchase the sand, screen/mix the sand with salt, and load mixture into shed.

The Selectboard will determine the amount of sand and salt to be purchased on a yearly basis. The agreement will allow for a yearly fuel adjustment, if needed, to be determined between the Contractor and the Selectboard.

Payment(s) to contractor will be made within fourteen (14) working days from receipt of invoice.

Any damage done to the sand/salt shed during the processing or loading of the sand/salt material will be the responsibility of the contractor. Proof of commercial insurance, with a rider naming the Town of Belgrade as an additional insured, must accompany the proposal.

The Town of Belgrade reserves the right to accept or deny any proposal to best serve the needs of the Town.

## Town of Belgrade Proposal Sheet

Proposal must be in a sealed envelope marked "Sand/Salt Proposal" and will be accepted until 4 p.m. on Sept. 9, 2020. Proposals will be opened at 4:30 p.m. on Sept. 9, 2020 by the Town Manager. The Selectboard will review the proposals at its regularly scheduled meeting on Sept. 15, 2020, beginning at 6:30 p.m.

Proposals must include: Agreement specification, proposal sheet and proof of insurance.

I David Stevens agree to supply the sand, screen the sand, mix the sand with salt, and load the mixture into the Belgrade sand/salt shed at a cost of \$10.00 per yard for a three-year period.

I have the right to request a yearly fuel charge increase, to be determined by the Belgrade Selectboard.

I also agree to all the terms as outlined in the "agreement specifications," as attached.

  
Signature

9-8-2020  
Date

David Stevens, Owner - David Stevens Excavation  
Printed name, title & company name

WARRANT: 110

Check	D / D	Check	Employee	Gross Pay
<b>Total</b>	<b>11,924.12</b>	<b>19,395.69</b>		<b>15,424.51</b>

Put into A/P	<b>5,168.57</b>
Taken out of A/P	<b>(7,471.57)</b>
<b>Total Payroll</b>	<b>17,092.69</b>

<b>Count</b>	
Checks	28

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 *Carol Johnson* \_\_\_\_\_  
LORNA DEE NICHOLS, TOWN MANAGER \_\_\_\_\_

A / P Warrant

Warrant 111

Jrnl	Check	Month	Invoice Description	Reference	Amount	Encumbrance
Description			Account	Proj		
00021 STATE OF MAINE, BMV						
0416	23063	09	BMV REPORT 9/16-9/23/2022			
BMV REPORT 9/16-9/23/2022			G 1-214-00		6,628.12	0.00
			GEN'L FUND / BMV			
			Vendor Total-		6,628.12	
			Prepaid Total-		0.00	
			Current Total-		6,628.12	
			EFT Total-		0.00	
			Warrant Total-		6,628.12	

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 *Carol Johnson* \_\_\_\_\_  
LORNA DEE NICHOLS, TOWN MANAGER \_\_\_\_\_

Warrant 112

Jrnl	Check	Month	Invoice Description	Reference	Amount	Encumbrance
Description	Account	Proj				
<b>00664 ALL SEASONS TREE SERVICE</b>						
0419	23065	10	NBFD DEAD TREE REMOVAL	190		
NBFD DEAD TREE REMOVAL	E 13-08-20-07				650.00	0.00
			FACILITIES / FD:NB - SERVICES / CONTRACTED			
			<b>Vendor Total-</b>		<b>650.00</b>	
<b>00289 AUGUSTA FUEL CORP.</b>						
0419	23066	10	GARAGE HEATING	5961426		
GARAGE HEATING	E 13-04-20-05				86.95	0.00
			FACILITIES / GARAGE - SERVICES / HEATING			
			<b>Vendor Total-</b>		<b>86.95</b>	
<b>00100 BELGRADE CENTRAL SCHOOL</b>						
0419	23067	10	MATH AND SCIENCE	9/29/2022		
MATH AND SCIENCE	E 62-01-99-99				57.40	0.00
			DC STEVENS / DC STEVENS - EXPENSE / EXPENSE			
			<b>Vendor Total-</b>		<b>57.40</b>	
<b>00271 BERNSTEIN, SHUR, SAWYER &amp; NELSON</b>						
0419	23068	10	MONTHLY RETAINER	AUGUST 2022		
MONTHLY RETAINER	E 01-10-15-02				1,000.00	0.00
			GEN'L GOV. / ADMIN - PROFESSIONAL / LEGAL			
			<b>Vendor Total-</b>		<b>1,000.00</b>	
<b>00263 BOB THE PLUMBER, INC.</b>						
0419	23069	10	HOT WATER TOWN OFFICE	6275		
HOT WATER TOWN OFFICE	E 13-14-35-06				60.00	0.00
			FACILITIES / TOWN OFFICE - REPAIRS / PLUMBING			
			<b>Vendor Total-</b>		<b>60.00</b>	
<b>00326 BRADSHAW, JOHN JR</b>						
0419	23070	10	PARTIAL REFUND	9/16/2022		
PARTIAL REFUND	R 25-04				100.00	0.00
			RECREATION - RENTALS			
			<b>Vendor Total-</b>		<b>100.00</b>	
<b>00020 CENTRAL MAINE POWER</b>						
0419	23072	10	10 DALTON ELECTRICITY	709001526399		
10 DALTON ELECTRICITY	E 13-11-20-04				91.09	0.00
			FACILITIES / DALTON - SERVICES / ELECTRICITY			
			<b>Invoice Total-</b>		<b>91.09</b>	
0419	23072	10	8 DALTON ELECTRICITY	721001433356		
8 DALTON ELECTRICITY	E 13-11-20-04				27.87	0.00
			FACILITIES / DALTON - SERVICES / ELECTRICITY			
			<b>Invoice Total-</b>		<b>27.87</b>	
0419	23072	10	VILLAGE GREEN ELECTRICITY	711001517552		
VILLAGE GREEN ELECTRICITY	E 13-10-20-04				22.25	0.00
			FACILITIES / PARKS - SERVICES / ELECTRICITY			
			<b>Invoice Total-</b>		<b>22.25</b>	
0419	23072	10	18 DALTON ELECTRICITY	716001494062		
18 DALTON ELECTRICITY	E 13-11-20-04				27.18	0.00
			FACILITIES / DALTON - SERVICES / ELECTRICITY			
			<b>Invoice Total-</b>		<b>27.18</b>	
0419	23072	10	CFAS ELECTRICITY	722001416566		
CFAS ELECTRICITY	E 13-02-20-04				261.68	0.00
			FACILITIES / CFAS - SERVICES / ELECTRICITY			
			<b>Invoice Total-</b>		<b>261.68</b>	
0419	23072	10	CFAS OUTBUILDING ELECTRIC	701001705350		

Warrant 112

Jrnl	Check	Month	Invoice Description	Reference	Amount	Encumbrance
Description	Account	Proj				
CFAS OUTBUILDING ELECTRIC	E 13-02-20-04				20.16	0.00
			FACILITIES / CFAS - SERVICES / ELECTRICITY			
			Invoice Total-		20.16	
0419	23072	10	LAKES FD ELECTRICITY	701001705060		
LAKES FD ELECTRICITY	E 13-06-20-04				150.31	0.00
			FACILITIES / FD:LAKES - SERVICES / ELECTRICITY			
			Invoice Total-		150.31	
0419	23072	10	WINGS MILLS ELECTRICITY	701001703469		
WINGS MILLS ELECTRICITY	E 96-01-99-99				21.30	0.00
			DAMS / DAMS - EXPENSE / EXPENSE			
			Invoice Total-		21.30	
0419	23072	10	MAIN ST DAM ELECTRICITY	725001283863		
MAIN ST DAM ELECTRICITY	E 96-01-99-99				21.30	0.00
			DAMS / DAMS - EXPENSE / EXPENSE			
			Invoice Total-		21.30	
0419	23072	10	NBFD ELECTRICITY	721001432728		
NBFD ELECTRICITY	E 13-08-20-04				55.64	0.00
			FACILITIES / FD:NB - SERVICES / ELECTRICITY			
			Invoice Total-		55.64	
0419	23072	10	NBCC ELECTRICITY	713001503551		
NBCC ELECTRICITY	E 13-03-20-04				160.56	0.00
			FACILITIES / NBCC - SERVICES / ELECTRICITY			
			Invoice Total-		160.56	
0419	23072	10	TOWN OFFICE ELECTRICITY	707001545761		
TOWN OFFICE ELECTRICITY	E 13-14-20-04				459.56	0.00
			FACILITIES / TOWN OFFICE - SERVICES / ELECTRICITY			
			Invoice Total-		459.56	
0419	23072	10	OLD TOWN HOUSE ELECTRICIT	717001485831		
OLD TOWN HOUSE ELECTRICIT	E 13-13-20-04				21.49	0.00
			FACILITIES / HISTRY HOUSE - SERVICES / ELECTRICITY			
			Invoice Total-		21.49	
0419	23072	10	DEPOT FD ELECTRICITY	717001485830		
DEPOT FD ELECTRICITY	E 13-07-20-04				52.61	0.00
			FACILITIES / FD:DEPOT - SERVICES / ELECTRICITY			
			Invoice Total-		52.61	
0419	23072	10	SALT&SAND ELECTRICITY	715001498274		
SALT&SAND ELECTRICITY	E 13-05-20-04				31.54	0.00
			FACILITIES / SALT & SAND - SERVICES / ELECTRICITY			
			Invoice Total-		31.54	
0419	23072	10	GARAGE ELECTRICITY	710001528773		
GARAGE ELECTRICITY	E 13-04-20-04				33.06	0.00
			FACILITIES / GARAGE - SERVICES / ELECTRICITY			
			Invoice Total-		33.06	
			Vendor Total-		1,457.60	
<b>00774 CYR BUS LINE</b>						
0419	23073	10	FRYBURG FAIR PICKUP	10/04/2022		
FRYBURG FAIR PICKUP	E 25-30-20-02				1,650.00	0.00
			RECREATION / REC PROGRAMS - SERVICES / TRANSPORTATI			
			Vendor Total-		1,650.00	
<b>00772 EDYTHE DYER COMMUNITY LIBRARY</b>						
0419	23074	10	BOOK REPLACEMENT	1091		
BOOK REPLACEMENT	E 30-01-30-09				27.00	0.00
			LIBRARY / LIBRARY - SUPPLIES / BOOKS			

**A / P Warrant**

Warrant 112

Jrnl	Check	Month	Invoice Description	Reference	Amount	Encumbrance
Description	Account	Proj				
				<b>Vendor Total-</b>	<b>27.00</b>	
<b>00288 GALE/CENGAGE LEARNING</b>						
0419	23075	10	SEPTEMBER LARGE PRINT	79026876		
SEPTEMBER LARGE PRINT	E 30-01-30-09				50.03	0.00
			LIBRARY / LIBRARY - SUPPLIES / BOOKS			
				<b>Vendor Total-</b>	<b>50.03</b>	
<b>00066 GENERATORS OF MAINE, INC</b>						
0419	23076	10	BEAN HOLE PIT OUTLET	1527		
BEAN HOLE PIT OUTLET	E 05-05-20-07				312.13	0.00
			PUBLIC SAFTY / FD/ RSC DEPT - SERVICES / CONTRACTED			
				<b>Vendor Total-</b>	<b>312.13</b>	
<b>00434 GROUP DYNAMIC, INC.</b>						
0419	23077	10	OCOTBER HRA	L2210-016000064		
OCOTBER HRA	E 23-10-99-99				20.00	0.00
			INSURANCE / HRA ADMIN - EXPENSE / EXPENSE			
				<b>Vendor Total-</b>	<b>20.00</b>	
<b>00189 KENNEBEC VALLEY COUNCIL OF</b>						
0419	23078	10	HOUSEHOLD HAZARDOUS WASTE	16903		
HOUSEHOLD HAZARDOUS WASTE	E 15-01-99-99				1,910.00	0.00
			SOLID WASTE / HHW - EXPENSE / EXPENSE			
				<b>Vendor Total-</b>	<b>1,910.00</b>	
<b>00615 KOFILE TECHNOLOGIES</b>						
0419	23079	10	PRESERVATION	2022		
PRESERVATION	E 01-10-31-01				1,960.00	0.00
			GEN'L GOV. / ADMIN - SPECIAL / EVENTS			
				<b>Vendor Total-</b>	<b>1,960.00</b>	
<b>00460 LENENTINE, MICHELLE</b>						
0419	23080	10	READING SUPPLEMENTAL			
READING SUPPLEMENTAL	E 62-01-99-99				275.00	0.00
			DC STEVENS / DC STEVENS - EXPENSE / EXPENSE			
				<b>Vendor Total-</b>	<b>275.00</b>	
<b>00727 MAID4U</b>						
0419	23081	10	CFAS CLEANING	SEPT 2022		
CFAS CLEANING	E 13-02-20-09				1,420.00	0.00
			FACILITIES / CFAS - SERVICES / CLEANING			
				<b>Invoice Total-</b>	<b>1,420.00</b>	
0419	23081	10	LAKES FD CLEANING	SEPT 2022		
LAKES FD CLEANING	E 13-06-20-09				400.00	0.00
			FACILITIES / FD:LAKES - SERVICES / CLEANING			
				<b>Invoice Total-</b>	<b>400.00</b>	
0419	23081	10	TOWN OFFICE CLEANING	SEPT 2022		
TOWN OFFICE CLEANING	E 13-14-20-09				700.00	0.00
			FACILITIES / TOWN OFFICE - SERVICES / CLEANING			
				<b>Invoice Total-</b>	<b>700.00</b>	
0419	23081	10	NBCC CLEANING	SEPT 2022		
NBCC CLEANING	E 13-03-20-09				400.00	0.00
			FACILITIES / NBCC - SERVICES / CLEANING			
				<b>Invoice Total-</b>	<b>400.00</b>	
				<b>Vendor Total-</b>	<b>2,920.00</b>	
<b>00002 MAINE MUNICIPAL ASSOCIATION</b>						
0419	23082	10	WORKER COMP	30077		
WORKER COMP	E 23-15-99-99				6,083.85	0.00
						<b>*** SEPARATE ***</b>

Warrant 112

Jrnl	Check	Month	Invoice Description	Reference	Amount	Encumbrance
Description	Account	Proj				
INSURANCE / WORKERS COMP - EXPENSE / EXPENSE						
				<b>Vendor Total-</b>	<b>6,083.85</b>	
00256 MODERN PEST SERVICES						
0419	23083	10	CFAS PEST CONTROL	5494499		
CFAS PEST CONTROL	E 13-02-20-12				83.00	0.00
FACILITIES / CFAS - SERVICES / PEST CONTROL						
				<b>Vendor Total-</b>	<b>83.00</b>	
00174 MTCCA						
0419	23084	10	NETWORKING DAY	1000430071		
NETWORKING DAY	E 01-10-13-01				60.00	0.00
GEN'L GOV. / ADMIN - EDUCATION / EDUCATION						
				<b>Vendor Total-</b>	<b>60.00</b>	
00713 POULSON, CHRISTINE						
0419	23085	10	RESCHEDULED CONCERT	9/16/2022		
RESCHEDULED CONCERT	E 25-30-31-12				400.00	0.00
RECREATION / REC PROGRAMS - SPECIAL / MUSIC PROGRA						
				<b>Vendor Total-</b>	<b>400.00</b>	
00034 RSU # 18						
0419	23086	10	INSTALLMENT-	10/2022		
RSU # 18 INSTALLMENT	E 31-01-99-99				556,617.68	0.00
SCHOOL / RSU 18 - EXPENSE / EXPENSE						
				<b>Vendor Total-</b>	<b>556,617.68</b>	
00000 SAVAGE, THERESA						
0419	23087	10	REFUND CRAFT SHOW	9/16/2022		
REFUND CRAFT SHOW	R 25-05				50.00	0.00
RECREATION - CRAFT SHOW						
				<b>Vendor Total-</b>	<b>50.00</b>	
00478 SEACOAST SECURITY, INC						
0419	23088	10	UPDATED CODES	799212		
UPDATED CODES	E 13-01-20-07				30.00	0.00
FACILITIES / GENERAL - SERVICES / CONTRACTED						
				<b>Invoice Total-</b>	<b>30.00</b>	
0419	23088	10	CODE CHANGE, CONTACT ADDE	799149		
CODE CHANGE, CONTACT ADDE	E 13-01-20-07				30.00	0.00
FACILITIES / GENERAL - SERVICES / CONTRACTED						
				<b>Invoice Total-</b>	<b>30.00</b>	
				<b>Vendor Total-</b>	<b>60.00</b>	
00612 SPECTRUM ENTERPRISE						
0419	23089	10	NBCC INTERNET	SEPT 2022		
NBCC INTERNET	E 13-03-20-01				117.97	0.00
FACILITIES / NBCC - SERVICES / COMMUNICATIO						
				<b>Vendor Total-</b>	<b>117.97</b>	
00130 STAPLES CREDIT PLAN						
0419	23090	10	RECIEPT PAPER, PAPER	3129932771		
RECIEPT PAPER	E 01-10-30-03				43.49	0.00
GEN'L GOV. / ADMIN - SUPPLIES / OFFICE						
PAPER	E 01-35-30-03				111.45	0.00
GEN'L GOV. / ELECTIONS - SUPPLIES / OFFICE						
				<b>Vendor Total-</b>	<b>154.94</b>	
00773 SUNRISE SEALCOATING						
0419	23091	10	CRACK SEALING PARKING LOT	891		
CRACK SEALING PARKING LOT	E 10-01-20-07				11,400.00	0.00



**A / P Warrant**

Warrant 112

Jrnl	Check	Month	Invoice Description	Reference	Amount	Encumbrance
Description	Account	Proj				
PUBLIC WORKS / ROADS-GM - SERVICES / CONTRACTED						
<b>Vendor Total-</b>					<b>11,400.00</b>	
00209 TOWN OF ROME						
0419	23092	10	ROME EXCISE TAX	9/2022		
ROME EXCISE TAX	R 01-13				7,376.96	0.00
			GEN'L GOV. - EXCISE - MV			
<b>Vendor Total-</b>					<b>7,376.96</b>	
00466 TREASURER, KENNEBEC COUNTY						
0419	23093	10	COUNTY PAYMENT FULL	2022		
COUNTY PAYMENT FULL	E 32-01-99-99				817,777.00	0.00
			COUNTY TAX / COUNTY TAX - EXPENSE / EXPENSE			
<b>Vendor Total-</b>					<b>817,777.00</b>	
00048 TREASURER, STATE OF MAINE						
0419	23094	10	PLUMBING PERMITS			
PLUMBING PERMITS	G 1-211-00				100.00	0.00
			GEN'L FUND / PLUMB. PERM.			
<b>Vendor Total-</b>					<b>100.00</b>	
00178 WARREN BROTHERS						
0419	23095	10	PLOWING CONTRACT	10/08/2023		
PLOWING CONTRACT	E 10-10-20-07				30,493.00	0.00
			PUBLIC WORKS / PLOW & SAND - SERVICES / CONTRACTED			
<b>Vendor Total-</b>					<b>30,493.00</b>	
00369 WB MASON CO, INC						
0419	23096	10	PENS	232647237		
PENS	E 01-10-30-03				45.72	0.00
			GEN'L GOV. / ADMIN - SUPPLIES / OFFICE			
<b>Invoice Total-</b>					<b>45.72</b>	
0419	23096	10	PHONE MESSAGE KEEPER	232595973		
PHONE MESSAGE KEEPER	E 01-10-30-03				39.12	0.00
			GEN'L GOV. / ADMIN - SUPPLIES / OFFICE			
<b>Invoice Total-</b>					<b>39.12</b>	
0419	23096	10	FOLDERS	232555217		
FOLDERS	E 01-10-30-03				30.56	0.00
			GEN'L GOV. / ADMIN - SUPPLIES / OFFICE			
<b>Invoice Total-</b>					<b>30.56</b>	
<b>Vendor Total-</b>					<b>115.40</b>	
00000 WHITE, FAYTH						
0419	23097	10	READING SUPPLEMENTAL			
READING SUPPLEMENTAL	E 62-01-99-99				175.00	0.00
			DC STEVENS / DC STEVENS - EXPENSE / EXPENSE			
<b>Vendor Total-</b>					<b>175.00</b>	

Warrant 112

Jrnl	Check	Month	Invoice Description	Reference	Encumbrance
Description			Account	Proj	Amount
					0.00
					1,443,600.91
					0.00
					1,443,600.91

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 \_\_\_\_\_



**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**

October 4, 2022, Select Board Meeting

### ***Public Works Department***

The Road Committee met September 21 and focused the discussion around the winter snow plow contract and a Public Works Department. I have included a copy of the draft minutes for your review, along with a draft budget as an example of what we might expect in terms of cost to the Town with the creation of a Public Works Department. Many of the items we already have included in the current budget.

In addition, I spoke with the State of Maine on the Belgrade lot (Maine D.O.T.) and the availability of it to the Town of Belgrade. The State expects to abandon the lot in 12-18 months which would fit the timeframe for the expiration of the current winter plow contract (expires May, 2024) and the launch of a Public Works Department for Belgrade.

They are not willing to seriously discuss the lot with Belgrade until they have an agreement signed re: Maine D.O.T./Town of Belgrade Water Contamination Agreement which is on the ballot for November 8 and must be approved by our voters to proceed.

### ***Dalton Property***

Included in your packet are the three roofing quotes, along with the current funds available for repairs to 8 Dalton. I have asked Cory to be available for any questions you may have.

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

Trio Web has two services: one that hosts with a server on premise and one that Harris hosts and does the backups for via the cloud. The Town of Belgrade uses its own server for on premise and Harris does the backups for us. The web upgrade will not change anything other than how the software works (you can open multiple windows in web but not SQL which is the version we currently use). We are tentatively scheduling the upgrade for Friday, October 14.

## **CEO**

With the approval of the Selectboard at the September 20 regular meeting, an offer of employment was extended to Hans Rasmussen of Smithfield. He has accepted and began work with the Town of Belgrade on Monday, September 26. He will be attending training on Thursday, September 29 through the State on septic system designs. Hans plans to be in the office on Monday, Wednesday, Thursday and Friday and from 4-6 p.m. on Thursday evenings.

## ***Narrows West Bridge***

We have secured approval for the turn-around on Castle Island Road for vehicles during the winter months from Rene and Katharina Burdet. The signed agreement is included in your packet for review.

In addition, a support letter for the erosion work and dry hydrant was signed by both the Town of Belgrade and Town of Rome and sent to the State. A copy is attached for your review.

## ***History House***

I met with Dianne Dowd to go over a Seacoast Security quote received to provide security and fire alarm protection services for that building. Looking back through information on this, the matter was first brought to former Town Manager Anthony Wilson in April of 2022. The original quote was requested by a former facilities employee which was sent to us this week. After meeting with Dianne, I contacted Seacoast and asked for a revised quote without the fire component. The cost is estimated to be \$2500. The Historical Society would like the town to consider covering the cost of this for the 2023 budget cycle. I have included this information in your packet for review.

## ***2023 Budget***

Nick and I have been meeting with department heads to go over budget requests and will meet with the Budget Committee in October and November. We are on schedule for two Budget Committee meetings and then on to the Selectboard with a final budget to present to voters at the March annual town meeting by early January 2023.

## ***Peninsula Park Bench***

The bench for Mr. Beck has been ordered and we expect delivery in 7-9 weeks. I have spoken with Facilities Maintenance about the groundwork and will get the plaque ordered soon. We are unsure if we will be able to place the bench before winter or will need to wait until spring 2023. I have been in contact with Mr. Beck and will update him as any new information or updates become available.

### ***Feral Cats***

I received a complaint of feral cats which first surfaced in 2021 and again in May of this year. Contacting our ACO I found Mr. Bridges was out of state. I contacted the Kennebec Valley Humane Society, they were able to contact the State again on this. The State requires a complainant, two individuals were willing to come forward and make a formal complaint. I did speak with Mr. Bridges about the issue and he indicated he would do what he could when he got back to Maine. KVHS reports that the State has made contact with the complainants, ACO Bridges who has been in contact with a group that catches cats, fixes them and finds homes for them. They have been in contact with the person with the cats and she has agreed to work with them. They plan to start trapping next weekend.

I pulled the ACO contract which does stipulate that calls need to be returned within a 1-hour timeframe, and that a Deputy ACO should be available if the regular person covering is unavailable. We have one ACO and no deputy, nor did the current ACO let this office know they would be unavailable.

As part of this feral cat situation, we have received an application for ACO. Reading through the current agreement, the Board appointed this position in July of this year, with the term expiring December 31, 2022.

I am attaching a copy of the contract for your review.

### ***LHO (Local Health Officer)***

I have reached out to three folks for this appointed position but have not had any luck. If the Board has some names I could reach out to, we will want to find a candidate soon as this is a State mandated position for municipalities. The previous LHO resigned effective 9/30/22.

### ***Candidate Forum***

The Communications Committee has put together a candidate forum for House and Senate candidates which will be held October 11 at 5:30 p.m. I put together a draft flyer in your board packet for review. This will be posted around town, placed on the Town's website and Facebook page as well. There will also be a zoom option for those who cannot attend in person.

### ***Newsletter***

The fall edition of the Belgrade Bulletin is nearly complete and will be out by mid-October. A big thank you to members of the Communications Committee for the work they do on this!



Respectfully submitted,  
Lorna Dee Nichols, Town Manager / Belgrade



September 26, 2022

Tony Beaulieu, PE  
Project Manager  
MDOT- Bridge Program  
Office: 207-624-3330  
Cell: 207-576-1509

Mr. Beaulieu:

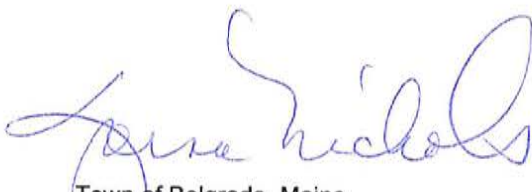
Thank you for your assurances that the Maine Department of Transportation's environmental professionals are assessing what can be done to mitigate harmful erosion on the portion of Castle Island Road that spans Long Pond.


As you may know, the Maine Department of Environmental Protection has designated Long Pond as an impaired waterbody. Only 0.35 percent of Maine's lakes have warranted that designation to date. NPS pollution that deposits phosphorus in an impaired lake makes that lake, which is already suffering from declining water quality, even more susceptible to algal blooms.

Preserving and restoring water quality among the seven lakes in the Belgrade Lakes watershed is a key component of the mission of 7 Lakes Alliance, a conservation organization. We, along with the Belgrade Lakes Association (BLA), the Lake Association for Long and Great ponds, contributed to the drafting of a watershed-based management plan for Long Pond. Maine DEP used that plan as the basis for awarding 7 Lakes Alliance \$112,550 under Section 319 of the Clean Water Act to address erosion in the Long Pond watershed. Those funds have been useful in remedying some issues, but were insufficient to address all of the concerns, including erosion along Castle Island Road, which the watershed-based management plan identified.

While mitigating the erosion here - the towns of Belgrade and Rome would like to request the installation of a dry hydrant discussed at the on-site stakeholders meeting with you. Additionally, this area would be utilized by the fire department to access the dry hydrant and prevent the vehicles from impeding the flow of traffic. Adjusting the grade here basically addresses two issues: it removes the water problem flowing directly into the lake with fines and debris; and allows safe access for emergency vehicles to the hydrant. This would be a great benefit to all three communities and is in alignment with the proposed work to be done.

The reconstruction of the bridge on Castle Island Road offers an optimal opportunity for addressing an issue along a state roadway that is contributing to the degradation of water quality in Long Pond. Your consideration and collaboration would be greatly appreciated not only by the lakes organizations above, but by the municipalities on Long Pond and the thousands of Maine residents and visitors who enjoy the lake on an annual basis.

  
Town of Belgrade, Maine  
Town Manager

  
Town of Rome, Maine  
1<sup>st</sup> selectman

**TOWN OF BELGRADE**  
**TEMPORARY ACCESS RIGHTS FOR A**  
**TEMPORARY TURNAROUND AREA**

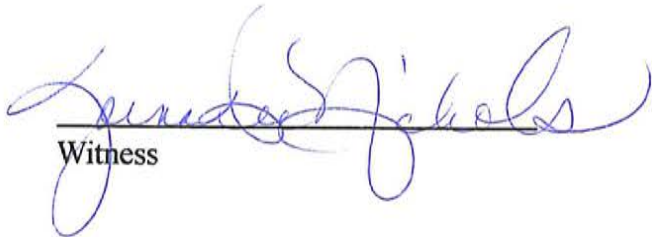
That, Rene and Katharina Burdet, whose mailing address is 407 Castle Island Road, grants unto the **TOWN OF BELGRADE**, whose mailing address is 990 Hammond Road, temporary rights to use the existing driveway known as 407 Castle Island Road for use as a temporary turnaround area by Town-authorized vehicles.


The right for the duration of the period of temporary use is determined by the date of completion of work by the Maine Department of Transportation projects on the Narrows West Bridge, Castle Island Road, which is assumed to be until May, 2023, or when the project is officially determined to be complete if earlier than May, 2023. It will be the Town's responsibility to maintain and plow/sand the temporary road turnaround for Town-authorized vehicles. The property within the temporary turnaround area shall be restored to a condition equally as good as it now exists before the completion date of this agreement.


**Location**

The temporary turnaround area will extend \_\_\_\_\_ feet from the edge of the pavement on Castle Island Road onto what is known as 407 Castle Island Road.

Dated this 23rd day of September, 2022.

  
\_\_\_\_\_  
Witness

  
\_\_\_\_\_  
Print Name: RENE BURDET

  
Katharina Burdet

## **Request for Security System and Communication Belgrade Old Town Meeting House**

To Belgrade Board of Selectpersons:

The Belgrade Historical Society (BHS) has arrived at the point on the renovations of the Old Town Meeting House where it is necessary to add an alarm system with monitoring similar to other high value town buildings. The Belgrade Historical Society was granted permission to renovate and restore the Old Town Meeting House by a warrant article in 2017.

There is a need for security going forward. The BHS is concerned about the theft of irreplaceable historical items even though most items will be kept in locked cabinets. These historical artifacts are key to the history of Belgrade's community. There is also a threat of vandalism as the building is in a nonresidential area.

The BHS has been working on renovating the Old Town Meeting House for the past two years. The renovation includes replacing rotten sills, realigning foundation granite blocks, replacing clapboards, replacing doors and windows, replacing granite steps, exterior painting, all new electrical wiring and lighting, insulation of interior walls, replacing flooring. We are currently working on wall surfaces including plastering and wainscoting.

The BHS raised approximately \$100,000 to do this work. All of the funds came from both year-round and summer residents and others who care about Belgrade. There has been tremendous interest in preserving this historic building. The Belgrade Historical Society plans to use this building as a museum to display historical artifacts and for historical programs.

As a town owned building, this comes under the town's building security system. The building will require a security installation and communications with the alarm company, Seacoast Security. The building does not have a telephone line nor is there anyone there on a regular basis, so it makes sense to have a security system that is maintained by Spectrum which would allow for high-speed internet. As a town owned building fire protection is also a concern, therefore security should also include a fire monitoring. Seacoast Security has provided a preliminary quote.

The Belgrade Historical Society thanks the select board and the people of Belgrade for all their support.

Sincerely,

Dianne Dowd, President of the Belgrade Historical Society

As background - Article 3 of November 7, 2017:

*Article 3: Shall the Town of Belgrade vote to permit the Belgrade Historical Society to undertake certain restoration and renovation projects at the "Old Town House" located on the Cemetery Road, so the building can be used by the society for storage and display of its collections and other Society activities, provided that plans have been submitted to and approved by the Board of Selectpersons and all financial planning, and other costs association with the restoration and renovation projects are the responsibility of the Society.*





**Agreement**  
**Between the**  
**Town of Belgrade**  
**And the**  
**Belgrade Historical Society**

The Belgrade Historical Society is a volunteer organization. The Belgrade Historical Society's purpose is to identify, collect and preserve data, material objects and oral narratives concerning the history of Belgrade to perpetuate the memory of those who contributed to this history, to identify and promote the preservation and restoration of buildings of historic and architectural interest, to develop educational programs and to encourage researchers in their study of the Town's history. The Historical Society's ultimate goal has been to house the collection in a secure accessible public space. The Belgrade Historical Society has a Section 501 (c) (3) tax exemption status.

The purpose of this agreement is to define the arrangement between the Town of Belgrade (the Town) and the Belgrade Historical Society for use of the Old Town House space located on the Cemetery Road in Belgrade.

The Town and the Belgrade Historical Society agree as follows:

**Leased Premises:**

1. The Town agrees to provide the Belgrade Historical Society rent free space of the building known as the Old Town House located on the Cemetery Road in Belgrade. The rent free lease is for a total of 1104 square feet, which includes the Old Town House space of 1024 and the porch space of 80 square feet.
2. The Town also agrees to authorize the Historical Society to use available parking space to the extent that use of the parking space does not interfere with the operations of the Sexton and the Cemetery Crew.

**Use and Occupancy:**

The Belgrade Historical Society will use and occupy the premises only for storage and display of the Historical Society's collection; in addition it will be used for Historical Society activities as the Board of Selectpersons deem are in the best interest of the Town.

**Inspection:**

The Town may enter the premises and inspect the facility without notice.

**Improvements:**

The Belgrade Historical Society must obtain permission from the Board of Selectpersons of anticipated improvements or modifications to the building.

**Insurance:**

The Belgrade Historical Society agrees to acquire liability insurance for their activities within the facility or agrees to reimburse the Town for insurance that it acquires on behalf of the Historical Society. If the Historical Society acquires their liability insurance, it must have the Town listed as a named insured and it must provide proof of such insurance to the landlord at the beginning of each year of occupancy of the space.

The Town is not responsible for damage or loss to the personal property of the Belgrade Historical Society.

The Town is responsible for insuring the premises for damage or loss to the structure.

**Assignment or Subletting:**

The Historical Society will not assign or sublet this lease.

**Signed this \_\_\_\_ day of \_\_\_\_\_, 2012**

**Town of Belgrade**

**Belgrade Historical Society Representative**

\_\_\_\_\_  
Gregory E. Gill, Town Manager

\_\_\_\_\_  
Nancy Mairs, President

# Schedule A/Proposal



P. O. Box A; West Rockport, ME 04865  
 (207) 236-4876 (Local) (800) 654-8800 (Toll Free) (207) 236-8517 (Fax)  
[www.seacoastsecurity.com](http://www.seacoastsecurity.com)

Client	Office Use
Belgrade Historical Society - Town House 24 Cemetery Road Belgrade, ME 04917 Fire & Security Quote	    townclerk@townofbelgrade.com

*This Schedule A/Proposal May Be Withdrawn If Not Accepted Within 30 Days.*

Quantity	Description
	Seacoast Security will provide the following services: Scope of Work: Supply a basic security& fire system with options
1	Honeywell Combo Commercial Fire-Burglary Control Panel
1	Honeywell LCD Display Fire Keypad - Entry
2	System Batteries
2	System Sensor Smoke & Heat Detectors - Overall Coverage
1	Honeywell LCD Display Security Keypad - Entry
1	Motion Sensor - Overall Coverage
2	Pull Stations - Right Door, Left Door
2	Relays for Pull Stations
1	Audio/Visual Horn Strobe - Overall Coverage
1	AES Commercial Fire Radio
1	Battery
1	Transformer
1	18/4 Fire Wire
1	16/4 Fire Wire
1	Misc Materials - Nail on Boxes, Conduit, NEMA Box & Hardware
1	Door Sensor - Entry Door Only
	The above equipment cost has been reduced by 15% and the labor has been reduced from \$85.00 to \$75.00 per hour. The monthly monitoring fee will be \$49.00 and includes a daily test using the AES Radio. The annual inspection, test & clean on the system would be \$14.00 per month.

Equipment: \$ 3,263.23  
 Labor: \$ 1,500.00  
 Tax: \$ 179.48  
 Permit Fee: \_\_\_\_\_

**NOTE:** We require a 50% deposit and balance will be made at completion of installation.

**GRAND \$ 4,942.71**

-----  
 Client (Please Print) \_\_\_\_\_ Date \_\_\_\_\_ Signature \_\_\_\_\_

-----  
 Seacoast Security Authorized Acceptance \_\_\_\_\_ Date \_\_\_\_\_ Signature \_\_\_\_\_

**Thank You For Your Business!**



# Seacoast Security Fire Alarm Inspection Worksheet

Client	Belgrade Historical Society - Town House	Branch	Waterville
Street	24 Cemetery Road	Date	
City & State	Belgrade, ME 04917	Salesperson	Joey Gilbert

Device	Test & Inspection Service	Time per Device in minutes	Device Count	Testing Frequency Required by NFPA	Testing Frequency per year	Sub-total per device
Control Panel	Test, Insp & Load Testing of Batteries	30	1	1	1	30
Additional Power Supplies	Test, Insp & Load Testing of Batteries	10	1	1	1	10
Smoke Detectors	Test & Insp	5	2	1	1	10
Pull Stations	Test & Insp	5	2	1	1	10
Heat Detectors	Test & Insp	5	0	1	1	0
Duct Detectors	Test & Insp	10	0	1	1	0
Notification Appliances	Audio Visual	2	1	1	1	2
Elevator Recall	Test & insp	30	0	1	1	0
Sprinkler Flow	Test wiring to switch	5	0	1	1	0
Tamper	Test wiring to switch	5	0	1	1	0
Gate Valve	Monitor Points	5	0	1	1	0
Testing Subtotal Minutes						62

Cleaning Service						
Smoke Detector	Cleaning	5	2	1	1	10
Duct Detector	Cleaning	5	0	1	1	0
High ceilings, locked doors etc.	Multiply times .75%					
Cleaning Subtotal Minutes						10
Estimated Labor Hours for Cleaning						0
Travel to & From Site in Minutes		1				1
Numbers of techs required		1				63
Written Report						45
Total labor in minutes						108
Estimated Labor Hours						2
Branch Labor Rate	\$85.00					

<b>Test &amp; Inspection Charges</b>		
Annual		\$153
Monthly		\$13

<b><u>Optional</u></b>		
<b>Cleaning Service Charges</b>		
Annual		\$14
Monthly		\$1

Add City sticker charge?

# GHM INSURANCE AGENCY

Auto - Home - Business - Life - Health

Locally Owned & Operated Since 1901

Seacoast - Joey Gilbert

242-2811

Fire - need fire radio because  
there's no phone there  
\$1000+

and put wire in conduit  
so wires don't show.

Reduce \$ in 2 phases  
no fire - security only now  
add fire later

51 Main Street  
Waterville, ME 04901  
207-873-5101

Lee Farm Mall  
Augusta, ME 04330  
207-620-8878

Toll Free 1-800-244-9046  
[www.ghmagency.com](http://www.ghmagency.com)

# TOWN OF BELGRADE

[townofbelgrade.com](http://townofbelgrade.com)



Town of Belgrade  
990 Augusta Road  
Belgrade, ME 04917

Phone: (207) 495-2258  
Fax: (207) 495-2742  
[townmanager@townofbelgrade.com](mailto:townmanager@townofbelgrade.com)

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

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

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

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

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

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

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

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

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

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

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Dennis L. Keschl / Town Manager

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Dexter Bridges / Animal Control Officer



# CANDIDATE FORUM

*Hear From*

Democrat and Republican Candidates  
for Maine Senate District 15 and House of Representatives District 58

Moderated by  
*INSERT MODERATOR NAME HERE*

Join Us On ZOOM! <https://us02web.zoom.us/j/88237445411>

*Meet With*

House Candidates Bob Neal and Dan Newman  
Senate Candidates Storme St. Valle and Matt Pouliot

## TUESDAY, OCTOBER 11

**5:30 P.M. House Candidates**

**6:15 P.M. Senate Candidates**

BELGRADE TOWN OFFICE

990 AUGUSTA ROAD

BELGRADE, ME 04917

Free and Open to the Community