

TOWN OF BELGRADE  
**Meeting Agenda**  
BOARD OF SELECT PERSONS  
NOVEMBER 15, 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. OLD BUSINESS**

Catering Permit for 12/3/22

Sand/Salt Agreement Extension

Snow Plow Contract RFP

Local Health Officer Appointment

Referendum or In-Person Town Meeting 2023

**2. NEW BUSINESS**

Municipal Quitclaim Deed

North Belgrade Fire Station Dedication

Review, approve Minutes of November 1, 2022

Fire Dept. SCBA Bids

**3. WARRANTS**

**4. TOWN MANAGER REPORT**

**5. EXECUTIVE SESSION: 1 M.R.S.A. §405(6)(C)**

# Memo

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## **Sadie's Boathouse Catering Permit for 12/3/22**

This was carried over from a previous Board of Selectperson's Meeting due to a license number missing from the application and the applicant not in attendance.

- Sharon Horne will plan to Zoom in to the meeting for any questions on the application.

242-1273



STATE OF MAINE
DEPARTMENT OF ADMINISTRATIVE AND FINANCIAL SERVICES
BUREAU OF ALCOHOLIC BEVERAGES AND LOTTERY OPERATIONS
DIVISION OF LIQUOR LICENSING AND ENFORCEMENT

Application for a Catering Permit

Section A: Licensee Information:

- 1. Legal Name and DBA of the Licensee Catering the Event:
a. Legal Name: Sadie's Boathouse Restaurant
b. DBA: Sadie's Boathouse Restaruant
2. License No.: CAR-2015-9417 Email: sadiesboathouse@hotmail.com
3. Complete Mailing Address: 25 Seavey Corner Road
Mt Vernon, ME 04352
4. Telephone/Mobile Number: (207) 242-1273

Section B: Event Information:

- 1. Title Event: Belgrade Lakes Holiday Stroll
Purpose of Event: Celebrate of Christmans in Belgrade
3. Type of Event: (check one) Public [x] Indoor [ ] Outdoor [x]
Private [ ] Indoor [ ] Outdoor [ ]
4. Municipality where Event will take place: Belgrade
5. Complete Physical Address of Event:
Maine Street, Belgrade, ME 04917 in front of Carter Storage Building part of Great Pond Marii
6. Date of Event: December 3, 2022 Time: From 10. am To 10 pm
7. Requesting party for your catering services:
[x] Nonprofit Organization [ ] Individual [ ] Business
8. Mailing Address of Requesting Party: Belgrade Lakes Region Business Group

Please note: In question 9, for a nonprofit or business requesting party, please provide the name of the nonprofit or business as well as the name of an individual to contact at the nonprofit or business.

(continue to next page)

9. Contact Name of Requesting Party: Linda Schultz
- a. Contact Telephone/Mobile Number: 2072159805
- b. Contact Email address: schultzrealtor@aol.com
10. Number of Persons Attending: 100
11. Describe specific indoor and/or outdoor area to be licensed: (for an outdoor event, please include a diagram of the outside space in Section F below.)
12. Will dancing be part of the event? Yes  No
- a. Does the venue have a dance license? Yes  No
- b. If yes, please provide a copy of the license from the State's Fire Marshall's Office

**Section C: Signature of Licensee**

By signing this application, the licensee understands that false statements made on this application are punishable by law. Knowingly supplying false information on this application is a Class D Offense under Maine's Criminal Code, punishable by confinement of up to one year, or by monetary fine of up to \$2,000 or by both.

Please sign and date in blue ink.

Dated: October 3, 2022

Sharon Horne  
Signature of Licensee or Duly Authorized Person

Sharon Horne  
Printed Name of Licensee or Duly Authorized Person

Submit completed forms to: Bureau of Alcoholic Beverages and Lottery Operations  
Division of Liquor Licensing and Enforcement

Mailing address: 8 SHS, Augusta, ME 04333-0008  
Courier delivery: 19 Union Street, 3rd floor, Suite 301-B, Augusta, ME 04330

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**Section F: Catering Permit Diagram for Outdoor Events**

**The following restrictions apply to outdoor events:**

- There must be a stanchion or a fence completely enclosing the area.
- Signs must be posted stating "No alcohol beyond this point".
- There must be sufficient employees at the event to control and monitor the area.

In an effort to clearly define the area that consumption and storage of liquor will occur during this outdoor event, diagrams must be submitted on this form and should be as accurate as possible. Be sure to label the areas of consumption and storage on your diagram.



**For Division Use Only**

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

Approved       Not Approved

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

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

License No: \_\_\_\_\_

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

Amt. Deposited: \_\_\_\_\_

Payment Type: \_\_\_\_\_

# Memo

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## **Sand/Salt Agreement Extension**

This was carried over from a previous Board of Selectperson's Meeting.

- David Stevens reviewed the extension and has agreed to extend to June, 2023 at the \$10/yard price. After that, he feels this should be put out to bid and expects the cost will be much higher (\$15-\$20+/yard).

# Town of Belgrade Road Sand & Salt Agreement EXTENSION

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, dated September 8, 2020). This original agreement for a three-year period ending December 31, 2022 is extended to JUNE 1, 2023 as stated in Attachment A of the original agreement and is mutually agreed upon by 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 \_\_\_\_\_ year price of \$10.00 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.



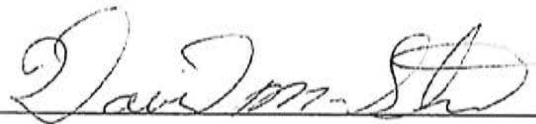
Contractor and Town Manager must inspect the building for any damage before any work is performed to protect the Town and the Contractor.

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 8 of November, 2022.



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David Stevens, Owner / David Stevens Excavation

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Lorna Dee Nichols/ Town Manager

# Memo

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## **Snow Plow Contract RFP**

This was carried over from a previous Board of Selectperson's Meeting.

- Speaking with the Warren Brothers, they confirmed that when they included the salt loop they did use brine but without doing the salt loop – they are not using brine as they did not find it effective.
- The current RFP has the salt loop and brine information removed.



**TOWN OF BELGRADE  
WINTER MAINTENANCE  
(Snow Plowing, Sanding & Ice Control)  
(Bid Specifications & Bid Form)  
2024-2025 / 2025-2026 / 2026-2027**

**INVITATION TO BID FOR:**

**WINTER MAINTENANCE  
(SNOWPLOWING, SANDING, AND ICE CONTROL)  
ON ROADS IN BELGRADE, MAINE**

The Town of Belgrade (the “**TOWN**”) is seeking bid prices to supply services for winter maintenance, i.e., snowplowing, sanding and other ice control measures on roads in our Town. The initial term of this agreement will be for **THREE** winter seasons beginning on October 15 and ending on May 15 of each contracted year (hereinafter “**Winter Season**”). The three-year contract begins on October 15, 2024 and ends May 15, 2027.

Responses to this Request for Proposals must be received at the Town office in a sealed envelope marked:

**Winter Maintenance Proposal - Town of Belgrade, Attn: Lorna Dee  
Nichols, 990 Augusta Road, Belgrade, Maine 04917**

by **NO LATER THAN** 12:00 Noon, \_\_\_\_\_ . Bids will be publicly opened and the Bidders may be present at the bid opening if so desired. The Board of Selectpersons will review all proposals at their next scheduled meeting on \_\_\_\_\_, 2022 starting at 6:30 p.m.

Proposal forms and specifications may be obtained at the Town Office at 990 Augusta Road, Belgrade, ME 04917 or by calling 495-2258.

**STANDARD INSTRUCTIONS TO BIDDERS**

1. The attached proposal is to be signed by the bidder. It acknowledges that the bidder has full knowledge of and agrees with the general specifications, conditions and requirements of this bid. The conditions set forth in this bid are to be considered minimum bid specifications. Any variance or deviation from the specifications, terms and conditions, no matter how slight, **must** be noted on an attachment labeled “**Variances**”. *Failure to document such variances or deviations may, at the **TOWN’S** sole discretions, disqualify the proposal from consideration.*
2. Incomplete bids or bids received later than the time and date specified in the “**Invitation to Bid**” will not be considered. Withdrawals of bid prices after the bid opening will not be considered. Vendor agrees to keep the quoted price for a

period of at least (30) thirty days for the Town of Belgrade's Board of Selectpersons to review and award a contract to the successful bidder.

3. The bidder shall insert in the attached proposal the price per stated mile.
4. The **TOWN** reserves the right to reject any and all bids, wholly or in part; to waive technical defects; and to make awards in the manner deemed to be in the best interests of the **TOWN**.
5. The **TOWN** reserves the right to inspect any equipment proposed to be used during the term of this agreement prior to awarding a contract to a bidder. All bidders must submit a list of all vehicles and equipment used for the first year of the agreement including the model year, number and description.
6. The **CONTRACTOR** shall provide the **TOWN** with proof of PUBLIC LIABILITY INSURANCE , naming the Town of Belgrade as additional insured, in the amount of not less than Four Hundred Thousand Dollars (\$400,000) or such other amounts as is established by the Maine Tort Claims Act(14 M.R.S.A. section 8101) as amended from time to time, combined single limit, to protect the **CONTRACTOR**, and any subcontractor performing work covered by this Agreement, and the **TOWN** from claims and damages that may arise from operations under this Agreement. The **CONTRACTOR** will also provide the **TOWN** with proof of Worker's Compensation Insurance in the amount required by Maine law and as necessary.



**TOWN OF BELGRADE**

**WINTER MAINTENANCE RFP INFORMATION  
2024-2025 / 2025-2026 / 2026-2027  
FOR ALL ROADS IN THE TOWN OF BELGRADE**

**BELGRADE, MAINE**

**KENNEBEC, COUNTY**

Town of Belgrade is hereinafter referred to as the “**TOWN**”, and the successful bidder is hereinafter referred to as the “**CONTRACTOR**.” In consideration of mutual covenants made herein, the parties agree as follows:

- 1) The **CONTRACTOR AGREES** to remove snow and apply salt or sand/salt to the following roads/locations within the Town of Belgrade, Maine:

**SOUTH BELGRADE ROADS**

<b>ROAD</b>	<b>FROM</b>	<b>TO</b>	<b>MILES</b>
Bartlett Rd.	Route 135	Mount Vernon Line	1.64
Chandler Rd.	Route 27	Point Road	1.00
Depot Rd.	Route 27	Route 27	1.25
Dunn Rd.	West Road	Mount Vernon Line	3.10
East-West Lane	West Road	End of Pavement & Turn-around	0.60
Foster Point Road	Route 27	Pinkham Cove Hill	0.40
Guptill Road	Route 27	Sue Gawler's	1.10
Hulin Road	Route 27	End of Pavement	0.25
Knowles Road	Route 135	Sidney Town Line	2.00
Lakeshore Drive	West Road	Varrelman's	0.30
Location Road	Wings Mill Road	End of Road	0.62
Minot Hill Road	Depot Road	Route #135	1.00
Narrows Road	Route 27	Rome Line	2.16
Old Route 27	Route 27	Route 27	0.51
Page (Gowell) Road	West Road	Scott's	0.14
Penney Road	Old Route 27	Knowles Road	1.58
Point Road	Route 27	Camp Runoia	2.09
Red Oaks Lodge Rd.	Hulin Road	Rotary	0.11
Route 135	Route 8/11	Manchester Line	6.15
Sahagian Road	Route 27	Robinson's	0.44
School Street	Route 27	Hulin Road	0.15
West Road	Route 27	Route 135	6.04
Wings Mills Road	Route 135	Mount Vernon Line	1.42
Mill Stream Drive	Wings Mills Rd.	End of Pavement & Turn-around	<u>0.60</u>
		<b>TOTAL</b>	<b>34.65</b>

## NORTH BELGRADE ROADS

ROAD	FROM	TO	MILES
Damren Road	Route 8	Damren's	0.30
Grandview Drive	Route 8&11	Include Cul-de-sac	0.50
Horse-point Road	Route 8	End of Pavement	2.75
Loon Call Drive	Route 8	End of Pavement	
		Include cul-de-sac	0.75
McGrath Pond Road	Route 8	Oakland Town Line	2.04
Old Route 8	Route 8	Smithfield Town Line	0.23
Route 8	Route 11	Smithfield Town Line	5.68
Station Road	Route 11	Railroad Tracks	0.42
Stevens Road	Horse Point Rd.	Alexander's	0.25
Taylor Woods Rd.	Route 8	Route 11	0.70
<b>TOTAL</b>			<b>13.62</b>

**Note: There is a total of 48.27 miles of roads under this contract.**

2) The **CONTRACTOR AGREES** to furnish adequate and satisfactory motor-driven equipment and manpower to efficiently perform winter road maintenance.

3) The **CONTRACTOR AGREES** to furnish a minimum of the following equipment to perform this task:

- SIX (6) Trucks at least 7 Yard capacity each and equipped with plow/Wing/Sander,
- TWO (2) four-wheel drive trucks (minimum ¾ ton) with a plow and sander, and ONE 4-Wheel Drive Pick-Up with Plow,
- As needed access to ONE (1) Grader,
- And ONE (1) front-end loader with a minimum bucket size of one (2 ½) cubic

4) The **CONTRACTOR AGREES** to commence road treatment as soon as a storm event starts or when a situation develops in which the Municipal Officials, Maine Department of Transportation, Belgrade Fire Department Officer or his designee, or State Police request operations be initiated in the interest of safety.

5) The **CONTRACTOR AGREES** to operate continuously until all roads are satisfactorily cleared of snow and slush.

6) The **CONTRACTOR AGREES** to plow snow to the outside edges of the road shoulders and to remove snow beyond the road shoulders at locations designated by



Municipal Officers for the following reasons:

- to allow proper drainage of the road surface
- to minimize drifting of snow
- to provide room for displacement of snow from future storms

**NOTE: UNLESS SHOULDERS ARE FROZEN CONTRACTOR WILL HOLD WINGS UP SO AS NOT TO DIG OUT SHOULDER MATERIAL**

7) The **CONTRACTOR AGREES** to apply salt or sand/salt to roads that may, in the judgment of Municipal Officials, Maine Department of Transportation Officials, Belgrade Fire Department Officer or their designee, State Police, require salt or sand/salt because of icing conditions within a reasonable time after the roads have become slippery. Application of salt or sand/salt will be made as frequently as necessary for the safety of road users.

8) The **CONTRACTOR AGREES** to furnish the **TOWN** with the following:

- photocopies of current registrations for the vehicles to be used carrying out the terms of this contract
- Proof that the contractor and all sub-contractors carry a minimum of insurance coverage AS LISTED IN # 6.
- photocopies of all contracts/agreements with all sub-contractors
- proof of payments made to all sub-contractors at least seven business days prior to the next scheduled Town payment to the contractor
- Proof that the Contractor has had all the truck sanders calibrated before the beginning of each storm season.

9) The **CONTRACTOR** will be held responsible for the action of any sub-contractors. (See #3 under TOWN responsibilities).

10) The **CONTRACTOR AGREES** to hold the **TOWN** harmless in the matter of funds due sub-contractors resulting from work authorized under the terms of this contract.

11) The **CONTRACTOR AGREES** to use stockpiles of salt or sand/salt mixture which will be stored within the Belgrade Sand/Salt Shed located 1 Carey Way, off the Cemetery Road.

12) The **CONTRACTOR AGREES** to fill the sand box, as needed, during the storm season. The sand box is located outside of the Salt & Sand Shed Building at 1 Carey Way, off from Cemetery Road.

**13)** The **CONTRACTOR AGREES** to calibrate his/her equipment annually, at the beginning of each plow season to reduce "bounce and scatter" losses and to provide the **TOWN** with documentation of this calibration at the start of each plowing season. This requirement is based on a recommendation by the Maine Local Roads Center and will be performed by the Maine Local Roads Center (207-624-3270) at no additional cost to the **CONTRACTOR**.

**14)** Maine Local Roads Center (207-624-3270) will also train the **CONTRACTOR** how to calibrate the amount of liquid to be applied to salt or sand/salt mixture as it is being dispensed onto the roadway.

DRAFT



**THE TOWN**

- 1) The **TOWN AGREES** to pay the **CONTRACTOR** pursuant to the payment schedule, which is part of the Contract Agreement (Attachment "A"), and as shown below:

**ATTACHMENT "A"**  
**PAY SCHEDULE**

Payment date	% & Amount Year 1	Payment date	% & Amount Year 2	Payment date	% & Amount Year 3
10/11/24	10.0%	10/03/25	10.0%	10/02/26	10.0%
11/01/24	5.0%	11/14/25	5.0%	11/13/26	5.0%
12/13/24	5.0%	11/28/25	5.0%	11/27/26	5.0%
01/03/25	7.5%	12/12/25	7.5%	12/11/26	7.5%
01/17/25	7.5%	12/26/25	7.5%	12/18/26	7.5%
02/14/25	10.0%	01/02/26	10.0%	01/15/27	10.0%
02/28/25	10.0%	01/16/26	10.0%	02/12/27	10.0%
03/14/25	10.0%	02/13/26	10.0%	03/12/27	10.0%
03/28/25	10.0%	02/27/26	10.0%	03/26/27	10.0%
04/11/25	7.5%	03/13/26	7.5%	04/02/27	7.5%
04/25/25	7.5%	04/03/26	7.5%	04/16/27	7.5%
05/02/25	10.0%	05/01/26	10.0%	05/14/27	10.0%
	100.0%		100.0%		100%

- 2) The **TOWN AGREES** to furnish salt or screened and mixed sand and salt to the **CONTRACTOR**. The sand/salt will be mixed at a ratio set by the Select Board by the end of May of each contract year.

- 3) The **TOWN AGREES** to allow a portion of work in this contract to be sub-contracted. The **TOWN** must approve the use of any sub-contractors. The **CONTRACTOR** will be held responsible for the action of any sub-contractor.

**TOWN AND CONTRACTOR:**

Both the **TOWN** and **CONTRACTOR** confirm that this agreement will be for **THREE YEARS.**



# Memo

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## Local Health Officer Appointment

This was carried over from a previous Board of Selectperson's Meeting due to Andrew Dallas being unable to attend.

- Andrew plans to Zoom into this meeting to speak with the Board and to answer any questions.

# Memo

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## Referendum or In-Person Town Meeting

This was carried over from a previous Board of Selectperson's Meeting.

- The Board should discuss and make a decision on in-person or referendum ballot Annual Town Meeting.
- The date for Annual Town Meeting 2023 is the third Saturday in March (3/18/23).

# Memo

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## Municipal Quitclaim Deed

- Review/approve quitclaim deed for taxes paid, re: 22 Horse Point Road

**MUNICIPAL QUITCLAIM DEED**

**THE TOWN OF BELGRADE**, a body corporate and politic located at Belgrade, County of Kennebec, State of Maine, for consideration paid, **RELEASES** to **Colleen M. Tukey**, its heirs and/or successors in interest, the real property situated in the Town of Belgrade, County of Kennebec, State of Maine described as follows:

*22 Horse Point Road, Belgrade, ME 04917*

The purpose of this deed is release any interest the Town of Belgrade has in the above described premises by virtue of un-discharged tax liens to date, including, but not limited to, the following:

*Tax Lien recorded May 22, 2012, Book 11043, Page 294 of the Kennebec County Registry of Deeds.*

*Tax Lien recorded June 16, 2017, Book 12631, Page 226 of the Kennebec County Registry of Deeds.*

*Tax Lien recorded June 29, 2018, Book 12951, Page 135 of the Kennebec County Registry of Deeds.*

**IN WITNESS WHEREOF**, The Town of Belgrade has caused this instrument to be executed in its corporate name by \_\_\_\_\_, its Municipal Officer duly authorized, this \_\_\_\_ day of \_\_\_\_\_, 2022.

Signed, Sealed and Delivered  
In the Presence of

**TOWN OF BELGRADE**

\_\_\_\_\_  
Witness

By: \_\_\_\_\_  
\_\_\_\_\_  
(print)  
Melanie Jewell, Duly Authorized



By: \_\_\_\_\_  
\_\_\_\_\_  
(print)  
Barbara Allen, Duly Authorized

By: \_\_\_\_\_  
\_\_\_\_\_  
(print)  
Rick Damren, Duly Authorized

By: \_\_\_\_\_  
\_\_\_\_\_  
(print)  
Daniel Newman, Duly Authorized

By: \_\_\_\_\_  
\_\_\_\_\_  
(print)  
Carol Johnson, Duly Authorized

**STATE OF MAINE**  
**COUNTY OF KENNEBEC, ss**

\_\_\_\_\_, 2022

Then personally appeared before me the above named \_\_\_\_\_, and acknowledged the foregoing instrument to be their free act and deed in their said capacity and the free act and deed of the said Town of Belgrade.

\_\_\_\_\_  
Notary Public

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

# Memo

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## **North Belgrade Fire Station Dedication**

Discussion with Fire Chief Dan MacKenzie on the dedication of the N. Belgrade Fire Station

# Memo

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## Minutes of November 1, 2022

- Review / approve minutes of November 1, 2022.

TOWN OF BELGRADE  
**Meeting MINUTES**  
BOARD OF SELECTPERSONS  
NOVEMBER 1, 2022 / 6:30 P.M.  
BELGRADE TOWN OFFICE

*This meeting can also be viewed at <https://youtu.be/qD72Up4JxFE>*

**Present:** Chair Melanie Jewell, Vice Chair Barbara Allen, Selectperson Carol Johnson, Selectperson Dan Newman, Town Clerk Mary Vogel, Delta Ambulance Ex. Director Tim Beals, Rescue Chief Travis Burton, Fire Chief Dan Mackenzie, Bruce Galouch, Mike Heino, Facilities Manager Cory Alexander, Cemetery Committee Chair Phil Sprague, Delta Ambulance Bill McKenna.

**Participants:** Town Manager Lorna Nichols, Code Enforcement Officer Hans Rasmussen, Nicholas Alexander, Jack Sutton, Linda Sprague, Richard Bourne, Lenny Reich.

**Chair Melanie Jewell called the meeting to order at 6:30 p.m.**

#### **Pledge of Allegiance**

**Chair Melanie Jewell read a beautiful sentiment and history of the late Richard 'Rick' Damren, and everyone observed a moment of silence.**

**Public Comments:** None

Chair Melanie Jewell stated that Maine state law does not allow for flags at half staff, but precedent set by other communities that have lost an official does.

**Chair Melanie Jewell made a motion to fly flags at half-staff beginning November 1 through November 30 in observance of the passing of Richard 'Rick' Damren, Selectperson Dan Newman seconded the motion, vote 4-0.**

#### **OLD BUSINESS**

##### ***Sand/Salt Agreement***

The original agreement covered fiscal years 2020, 2021 and 2022 which ends December 31 of this year. The Board would like to extend the current contract for three more years as provided for in the original agreement. David Stevens was not present and had not yet provided updated figures for the extension.

**Chair Melanie Jewell made a motion to table the extension agreement until the next meeting with updated figures, Selectperson Carol Johnson seconded the motion, vote 4-0.**

##### ***Snowplow Contract***

This was tabled from the previous meeting to adjust the contract to remove the salt loop and find out if the current contract is using brine on the roads. The Town Manager has reached out to the contractor, but they have not responded yet.

**Chair Melanie Jewell made a motion to table this RFP until the next meeting until we hear from the current contractor, Selectperson Carol Johnson seconded the motion, vote 4-0.**

### ***Local Health Officer Appointment***

Andrew Dallas has put forth his name for this appointment but was unable to attend the meeting due to a recent surgery. Chair Melanie Jewell stated that the Board could not appoint until he was able to be there in person. The interim LHO will be the Town Manager.

**Chair Melanie Jewell made a motion to table the appointment to the next meeting when Mr. Dallas can be present, Selectperson Carol Johnson seconded the motion, vote 4-0.**

### **NEW BUSINESS**

#### ***Review, approve Minutes of October 18, 2022***

**Selectperson Carol Johnson made a motion to approve the minutes of October 18, 2022, as written, Chair Melanie Jewell seconded the motion, vote 4-0.**

#### ***Delta Ambulance Service***

Executive Director Tim Beals handed out a presentation to the Board and went over the history and services of Delta, as well as specific response and call data for the Town of Belgrade (see attached presentation). Delta is requesting \$48,630 from the Town of Belgrade for the upcoming fiscal year for services provided, this will be an annual fee which may increase.

The Board asked if a multi-year contract was a possibility, or a discount given if the annual fee was paid up front instead of quarterly as suggested.

#### ***CEO Hours***

Discussion on how best to schedule in office hours for the current CEO to serve the public. The Town does have iWorq software up and running which allows residents to apply for permits online, however, with an aging population – not all residents have that ability, so it is important to have the CEO in the office and available.

**Chair Melanie Jewell made a motion to publish hours for the Code Enforcement Officer as 8:30-1:30 Monday through Friday and Thursday evening 4-7 p.m., with in-office hours of 9-12 Monday, Thursday, and Thursday 4-7 p.m. with other hours by appointment or chance, Selectperson Carol Johnson seconded the motion, vote 4-0.**

#### ***Town Meeting Date, Referendum or In Person***

The legislative body has set the third Saturday in March as the 2023 Annual Town Meeting date (March 18). The Board has the option of a referendum meeting (elections and warrant by ballot) or bifurcated meeting (elections by ballot and in-person meeting). The Board was split on this, and no decision made.

Chair Melanie Jewell requested this be added to the November 15, 2022, agenda as the next regularly scheduled Board of Selectpersons meeting.

#### ***Special Requests Scheduling***

The Board discussed whether they would like special requests by petition to present at the November 15 board meeting or at one of the scheduled budget meetings. After much discussion, it was decided the December 6 meeting would be best after petitions have been certified. A letter will be added to the petitions inviting the organizations to do a 5-minute presentation with a 1-minute allotment for questions but is not a requirement.

#### ***Discussion: Facilities Maint. /Sexton Position(s)***

Mike Heino, Cory Alexander and Phil Sprague explained to the Board the duties and time it takes for the Sexton to cover cemetery duties and functions, as well as those of the Facilities Manager – both have expanded greatly over the last year or two. Ideally, Facilities would have two full-time and additional part-time positions, along with a full-time sexton.

Treasurer Nick Poole is doing some analysis on this and will have something ready by early next week which the Town Manager will get out to the Board for their review prior to their budget meetings.

Additionally, Mike Heino offered praise to the front office staff for their help over the past months with questions, research, and general help with cemetery work.

#### **RSU 18 Cost Sharing Committee Appointments**

**Chair Melanie Jewell made a motion to appoint Sara Languet, Scott Ferguson, and Jack Sutton to the RSU 18 Cost Sharing Committee, Selectperson Barbara Allen seconded the motion, vote 4-0.**

#### **WARRANTS**

Payroll Warrant 122                      \$17,643.84

**Chair Melanie Jewell made a motion to approve Payroll Warrant 122 in the amount of \$17,643.84, Selectperson Carol Johnson seconded the motion, vote 4-0.**

BMV Warrant 123                      \$5,357.57

**Chair Melanie Jewell made a motion to approve BMV Warrant 123 in the amount of \$5,357.57, Selectperson Carol Johnson seconded the motion, vote 4-0.**

AP Warrant 124                      \$655,361.92

Questions on the purchase of parts for the sander, Cory Alexander explained that the newer of the two sanders had been left outside in the weather by previous employees and needed repair. At the board's suggestion, he will check into a 1.5-yard poly sander.

**Chair Melanie Jewell made a motion to approve AP Warrant 124 in the amount of \$655,361.92, Selectperson Carol Johnson seconded the motion, vote 4-0.**

BMV Warrant 126                      \$9,350.00

**Chair Melanie Jewell made a motion to approve BMV Warrant 126 in the amount of \$9,350.00, Selectperson Carol Johnson seconded the motion, vote 4-0.**

State Payables Warrant 127      \$996.75

**Chair Melanie Jewell made a motion to approve State Payables Warrant 127 in the amount of \$996.75, Selectperson Carol Johnson seconded the motion, vote 4-0.**

#### **TOWN MANAGER REPORT**

- NIMS certification will be due, information and details will be sent out to the Board once the State provides that information on which town officials need certification or re-certification.



- Feral cats – previous interim ACO has not responded to the request of the Board to continue as the primary on this; the Board would like an update on how many cats have been captured; is there any Maine law which would prohibit the owner from keeping any of the cats or requirement they be spayed/neutered? Items (cages, gloves, etc.) have been ordered and issued to the new ACO once tagged.
- We received a quote to install a phone line to the Historical House, Seacoast does not install stand alone systems, we are still waiting on an updated estimate from Seacoast for security.
- Discussion LD 2003 and the impact to the town. The Town Manager is working with MMA and KVCOG on this. Public Hearings should be held later this year and attended to ask questions and help to finalize the specifics of the new law which takes effect in July 2023.
- Discussion on the process of a resident request for the town to take over maintenance of a private lane. The resident has been put in touch with the road commissioner for the following process, but ordinances in place should also be reviewed:

Chair Melanie Jewell provided the process for the town taking over a private road; it involves the road commissioner first determining if the road meets the specs that govern town roads or not. If not, the road association can pay to bring the road up to the proper specifications. That is not a guarantee that the town will accept the road and add it to the annual budget but would be the only way that it would even be given to the voters for consideration.

#### **ADDITIONAL REMARKS:**

Town Clerk Mary Vogel updated the board on the Senior Resources Committee decorating trees, placing of wreaths, tree decorating at the ballfield, etc. We should get an invoice for wreaths ahead of time so they can be paid at the time of pickup.

Planning Board Chair Peter Rushton has made another request for a secretary to put together packets for their meetings and to attend meetings to take minutes. Discussion on where to advertise and what hourly rate of pay.

**Chair Melanie Jewell made a motion to adjourn at 9:07 p.m., Selectperson Carol Johnson seconded the motion, vote 4-0.**

# Memo

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## Fire Department SCBA Bids

The RFP for 17 Scott SCBA units, with masks (without cylinders) and 12 extra Scott SCBA masks closed November 4. The following bids were received for the Board to review:

- |                                       |              |
|---------------------------------------|--------------|
| • Fire Tech and Safety of New England | \$112,255.00 |
| • IPS                                 | \$127,904.00 |

FIRE TECH & SAFETY OF NEW ENGLAND, INC.  
 PO Box 435  
 84A Route 133  
 Winthrop, ME 04364-0435  
 1-800-331-7900 Fax (207) 377-6260

# Quote

Date	Quote #
10/25/2022	194959



Name / Address
BELGRADE, TOWN OF BELGRADE FIRE DEPT 990 AUGUSTA ROAD BELGRADE, ME 04917

Rep
BM

Item	Qty	Description	Unit Price	Total
X8814025005303	17	SCOTT 2018 X3 PRO 4.5 W/QC REGULATOR	6,100.00	103,700.00
201215-22	29	SCOTT AV3000 HT 4 1/2 STRAP, MEDIUM	295.00	8,555.00
COSTSHIP	1	SHIPPING AND HANDLING INCLUDED IN PRICE	0.00	0.00
<b>Total</b>				<b>\$112,255.00</b>

Unless otherwise noted on this quote, freight may be added at time of invoicing as Prepay & Add terms  
 Please read Fire Tech & Safety Terms and Conditions: <https://firetechusa.com/FTSTAC.pdf>



125 John Roberts Rd  
South Portland, ME 04106  
PH: 207-847-3313  
Jon Usher-Maine Sales  
jusher@ipp-ips.com

**PRICE QUOTE FOR:**  
Belgrade Fire Department  
Chief Daniel MacKenzie  
990 Augusta Rd  
Belgrade, ME 04917

**DATE:**  
11/3/2022

Product/Description	Price Ea.	Qty	Extension
Scott Safety X3 PRO 4.5 Airpak W/QD Regulator p/n X8814025005304	\$7,012.00	17	\$119,204.00
Scott Safety AV3000HT Facepiece p/n 201215-22	\$300.00	29	\$8,700.00
		<b>Total</b>	<b>\$127,904.00</b>

Submitted By:

A handwritten signature in black ink, appearing to read "Jon Usher", is written over a horizontal line.

Jon Usher-IPS

# Memo

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## Warrants

Review and approve Payroll, BMV and AP warrants since the last Board meeting on November 1.

- Payroll Warrant 125            \$18,888.13
- Payroll Warrant 128            \$17,237.47
- BMV Warrant 129                \$5,105.50
- AP Warrant 130                 \$70,027.09
- Payroll Warrant 131            To be completed Monday



WARRANT: 125

Check	D / D	Check	Employee	Gross Pay
<b>Total</b>	<b>13,155.81</b>	<b>17,477.58</b>		<b>17,022.51</b>

<b>Put into A/P</b>	<b>5,639.97</b>
<b>Taken out of A/P</b>	<b>(4,229.42)</b>
<b>Total Payroll</b>	<b>18,888.13</b>

<b>Count</b>	
Checks	32

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 Barbara Allen \_\_\_\_\_  
CAROL JOHNSON, SELECTPERSON \_\_\_\_\_  
LORNA DEE NICHOLS, TOWN MANAGER \_\_\_\_\_

WARRANT: 128

Check	D / D	Check	Employee	Gross Pay
202223202	712.11	0.00	990 CORY D ALEXANDER	880.00
202223203	322.54	0.00	172 DANIELLE M BEDARD	801.60
202223204	205.13	0.00	999 BRODY D BELANGER	224.00
202223205	607.54	0.00	20 JARED N BOND	801.60
202223206	661.75	0.00	113 TRAVIS S BURTON	1,001.60
202223207	426.61	0.00	244 ANDREW P DAVIDSON	491.04
202223208	483.46	0.00	74 WESLEY M DAY	614.63
202223209	387.97	0.00	232 LESLIE R. DIMICK	459.00
202223210	152.38	0.00	822 LYNDSEY A FISHER	165.00
202223211	299.49	0.00	899 MARY C GRANHOLM	344.00
202223212	177.77	0.00	90 Michial C HEINO	192.50
202223213	286.02	0.00	844 ALAINA B HOOD	326.40
202223214	408.32	0.00	194 CHARLENE G HOULE	513.84
202223215	639.95	0.00	837 DANIEL R MACGLASHING	800.00
202223216	825.96	0.00	845 DEBORAH P NICHOLS	1,040.00
202223217	1,080.39	0.00	03 LORNA DEE NICHOLS	1,384.62
202223218	515.52	0.00	173 AARON L PELKEY	607.20
202223219	462.59	0.00	799 ROBERT J PLUM	560.00
202223220	908.64	0.00	200. NICHOLAS C POOLE	1,240.00
202223221	724.59	0.00	979 HANS CHRISTIAN RASMUSSEN	915.00
202223222	180.86	0.00	892 KIM E RIDEOUT-DAWES	195.84
202223223	323.08	0.00	215 KYERA A RIPLEY	399.50
202223224	1,138.47	0.00	07 MARY VOGEL	1,556.35
202223225	0.00	11,931.14	D / D 213 ANDROSCOGGIN SAVINGS BANK	
202223226	0.00	3,440.40	T & A 4 DEPARTMENT OF TREASURY	
202223227	0.00	502.15	T & A 1 TREASURER, STATE OF MAINE	
<b>Total</b>	<b>11,931.14</b>	<b>15,873.69</b>		<b>15,513.72</b>

Put into A/P **5,306.33**  
 Taken out of A/P **(3,942.55)**  
**Total Payroll 17,237.47**

**Count**  
 Checks 26

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 Barbara Allen  
 CAROL JOHNSON, SELECTPERSON \_\_\_\_\_  
 LORNA DEE NICHOLS, TOWN MANAGER \_\_\_\_\_

A / P Warrant

Warrant 129

Jrnl	Check	Month	Invoice Description	Reference	Encumbrance
Description	Account	Proj	Amount		
00021 STATE OF MAINE, BMV					
0485	23202	11	BMV REPORT 10/28-11/04/22		
			BMV REPORT 10/28-11/04/22	G 1-214-00	
			GEN'L FUND / BMV	5,105.50	0.00
Vendor Total-				5,105.50	
Prepaid Total-				0.00	
Current Total-				5,105.50	
EFT Total-				0.00	
Warrant Total-				5,105.50	

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 \_\_\_\_\_

Warrant 130

Jrnl	Check	Month	Invoice Description	Reference	Amount	Encumbrance
Description	Account	Proj				
<b>00743 A.B.L. ROOFING AND CONSTRUCTION</b>						
0482	23203	11	DALTON ROOFING	323		
DALTON ROOFING	G 2-551-00				23,250.00	0.00
	SPEC REVENUE / DALTON					
			<b>Vendor Total-</b>		<b>23,250.00</b>	
<b>00289 AUGUSTA FUEL CORP.</b>						
0482	23204	11	LP BULK CFAS	5966064		
LP BULK CFAS	E 13-02-20-05				28.86	0.00
	FACILITIES / CFAS - SERVICES / HEATING					
			<b>Invoice Total-</b>		<b>28.86</b>	
0482	23204	11	GARAGE HEATING	5967077		
GARAGE HEATING	E 13-04-20-05				80.14	0.00
	FACILITIES / GARAGE - SERVICES / HEATING					
			<b>Invoice Total-</b>		<b>80.14</b>	
0482	23204	11	CFAS HEATING	5967076		
CFAS HEATING	E 13-02-20-05				1,743.83	0.00
	FACILITIES / CFAS - SERVICES / HEATING					
			<b>Invoice Total-</b>		<b>1,743.83</b>	
			<b>Vendor Total-</b>		<b>1,852.83</b>	
<b>00781 AUTO VALUE</b>						
0482	23205	11	ANTI FREEZE	22EA6540		
ANTI FREEZE	E 13-01-30-04				9.90	0.00
	FACILITIES / GENERAL - SUPPLIES / OPERATING					
			<b>Vendor Total-</b>		<b>9.90</b>	
<b>0018 B&amp;B EMBROIDERY</b>						
0482	23206	11	TS UNIFORMS	49086		
TS UNIFORMS	E 15-05-30-08				649.62	0.00
	SOLID WASTE / WASTE - SUPPLIES / UNIFORMS					
			<b>Vendor Total-</b>		<b>649.62</b>	
<b>00577 BEAN, CHENA</b>						
0482	23207	11	ARTS AND CRAFTS	11/2/2022		
ARTS AND CRAFTS	E 62-01-99-99				275.00	0.00
	DC STEVENS / DC STEVENS - EXPENSE / EXPENSE					
			<b>Vendor Total-</b>		<b>275.00</b>	
<b>00623 BELGRADE MECHANICAL SERVICES</b>						
0482	23208	11	FACILITY SKID STEER	1163		
FACILITY SKID STEER	E 13-01-35-01				467.61	0.00
	FACILITIES / GENERAL - REPAIRS / EQUIPMENT					
			<b>Vendor Total-</b>		<b>467.61</b>	
<b>00786 BISHOP, CHRISTIAN</b>						
0482	23209	11	NOV 2022 ELECTION			
NOV 2022 ELECTION	E 01-35-20-07				279.00	0.00
	GEN'L GOV. / ELECTIONS - SERVICES / CONTRACTED					
			<b>Vendor Total-</b>		<b>279.00</b>	
<b>00263 BOB THE PLUMBER, INC.</b>						
0482	23210	11	CLOSED DOWN CEMETERY	6360		
CLOSED DOWN CEMETERY	E 12-01-35-06				375.00	0.00
	CEMETERY / CEMETERY - REPAIRS / PLUMBING					
			<b>Invoice Total-</b>		<b>375.00</b>	
0482	23210	11	TOWN OFFICE LADIES ROOM	6382		
TOWN OFFICE LADIES ROOM	E 13-14-35-06				60.00	0.00
	FACILITIES / TOWN OFFICE - REPAIRS / PLUMBING					

Warrant 130

Jrnl	Check	Month	Invoice Description	Reference	Amount	Encumbrance
Description	Account	Proj				
			Invoice Total-		60.00	
			Vendor Total-		435.00	
<b>00588 BRIDGES, DEXTER</b>						
0482	23211	11	MILEAGE 66	OCTOBER 2022		
MILEAGE 66			E 05-30-20-02		29.04	0.00
			PUBLIC SAFTY / ACO - SERVICES / TRANSPORTATI			
			Vendor Total-		29.04	
<b>00791 BROWN, BONNIE</b>						
0482	23212	11	CRAFT FAIR REFUND	11/9/2022		
CRAFT FAIR REFUND			R 25-05		50.00	0.00
			RECREATION - CRAFT SHOW			
			Vendor Total-		50.00	
<b>00084 BROWN'S WELDING &amp; STEEL INC</b>						
0482	23213	11	SAW CUTTING SERVICE	245361		
SAW CUTTING SERVICE			E 13-01-30-04		16.17	0.00
			FACILITIES / GENERAL - SUPPLIES / OPERATING			
			Vendor Total-		16.17	
<b>00376 CARDMEMBER SERVICES</b>						
0482	23218	11	INTERLIBRARY LOAN	3083		
INTERLIBRARY LOAN			E 30-01-30-01		6.64	0.00
			LIBRARY / LIBRARY - SUPPLIES / POSTAGE			
			Invoice Total-		6.64	
0482	23218	11	VARIOUS SUPPLIES	3891		
VARIOUS SUPPLIES			E 30-01-30-04		142.62	0.00
			LIBRARY / LIBRARY - SUPPLIES / OPERATING			
			Invoice Total-		142.62	
0482	23218	11	KEYBOARD	4978		
KEYBOARD			E 30-01-40-04		43.24	0.00
			LIBRARY / LIBRARY - PURCHASES / EQUIPMENT			
			Invoice Total-		43.24	
0482	23218	11	PRE TRIP FOOD	0619		
PRE TRIP FOOD			E 25-30-30-05		27.12	0.00
			RECREATION / REC PROGRAMS - SUPPLIES / FOOD/WATER			
			Invoice Total-		27.12	
0482	23218	11	HALLOWEEN SUPPLIES	2640		
HALLOWEEN SUPPLIES			E 25-30-31-08		48.51	0.00
			RECREATION / REC PROGRAMS - SPECIAL / HALLOWEEN			
			Invoice Total-		48.51	
0482	23218	11	HARVEST FEST	3450		
HARVEST FEST			E 25-30-31-07		371.01	0.00
			RECREATION / REC PROGRAMS - SPECIAL / HARVEST FEST			
			Invoice Total-		371.01	
0482	23218	11	OPERATING SUPPLIES	7833		
OPERATING SUPPLIES			E 25-30-30-04		14.69	0.00
			RECREATION / REC PROGRAMS - SUPPLIES / OPERATING			
			Invoice Total-		14.69	
0482	23218	11	POSTAGE	7268		
POSTAGE			E 25-30-30-01		12.00	0.00
			RECREATION / REC PROGRAMS - SUPPLIES / POSTAGE			
			Invoice Total-		12.00	
0482	23218	11	WINTERBERRY FARM	2412		
WINTERBERRY FARM			E 25-30-20-07		171.00	0.00
			RECREATION / REC PROGRAMS - SERVICES / CONTRACTED			



Warrant 130

Jrnl	Check	Month	Invoice Description	Reference	Amount	Encumbrance
Description	Account	Proj				
			Invoice Total-		171.00	
0482	23218	11	FLOOR CORD PROTECTORS	6009		
FLOOR CORD PROTECTORS	E 13-14-35-08				97.97	0.00
			FACILITIES / TOWN OFFICE - REPAIRS / BUILDING			
			Invoice Total-		97.97	
0482	23218	11	3/4 F250 TIRES	8266		
3/4 F250 TIRES	E 13-01-35-02				727.80	0.00
			FACILITIES / GENERAL - REPAIRS / FM TRUCK			
			Invoice Total-		727.80	
0482	23218	11	TOOLS	0105		
TOOLS	E 13-01-30-04				12.64	0.00
			FACILITIES / GENERAL - SUPPLIES / OPERATING			
			Invoice Total-		12.64	
0482	23218	11	PHONES REC CENTER	7364		
PHONES REC CENTER	E 25-30-30-04				119.99	0.00
			RECREATION / REC PROGRAMS - SUPPLIES / OPERATING			
			Invoice Total-		119.99	
0482	23218	11	OPERATING SUPPLIES	6919		
OPERATING SUPPLIES	E 13-01-30-04				82.32	0.00
			FACILITIES / GENERAL - SUPPLIES / OPERATING			
			Invoice Total-		82.32	
0482	23218	11	SANDPAPER	1734		
SANDPAPER	E 13-01-30-04				19.26	0.00
			FACILITIES / GENERAL - SUPPLIES / OPERATING			
			Invoice Total-		19.26	
82	23218	11	SANDER PARTS	5659		
SANDER PARTS	E 13-01-35-01				95.91	0.00
			FACILITIES / GENERAL - REPAIRS / EQUIPMENT			
			Invoice Total-		95.91	
0482	23218	11	CEO CARDS	8318		
CEO CARDS	E 01-20-30-03				32.69	0.00
			GEN'L GOV. / CODE ENFORCE - SUPPLIES / OFFICE			
			Invoice Total-		32.69	
0482	23218	11	DROPBOX SUBSCRIPTION	5229		
DROPBOX SUBSCRIPTION	E 01-10-20-07				11.99	0.00
			GEN'L GOV. / ADMIN - SERVICES / CONTRACTED			
			Invoice Total-		11.99	
0482	23218	11	ELECTION POSTAGE	5041		
ELECTION POSTAGE	E 01-35-30-01				180.00	0.00
			GEN'L GOV. / ELECTIONS - SUPPLIES / POSTAGE			
			Invoice Total-		180.00	
0482	23218	11	2 ADOBE SUBSCRIPTIONS	9626, 6275		
2 ADOBE SUBSCRIPTIONS	E 01-10-20-07				31.62	0.00
			GEN'L GOV. / ADMIN - SERVICES / CONTRACTED			
			Invoice Total-		31.62	
0482	23218	11	FILE OF LIFE	9613		
FILE OF LIFE	E 20-02-99-06				200.64	0.00
			SOCIAL SRVS / SENIOR RESOU - EXPENSE / PROGRAMMING			
			Invoice Total-		200.64	
0482	23218	11	SCREEN PROTECTORS	7736		
SCREEN PROTECTORS	E 05-05-30-04				12.98	0.00
			PUBLIC SAFTY / FD/ RSC DEPT - SUPPLIES / OPERATING			
			Invoice Total-		12.98	
0482	23218	11	POSTAGE	7661		

Warrant 130

Jrnl	Check	Month	Invoice Description	Reference	Amount	Encumbrance
Description			Account	Proj		
POSTAGE			E 01-10-30-01		60.00	0.00
			GEN'L GOV. / ADMIN - SUPPLIES / POSTAGE			
			Invoice Total-		60.00	
0482	23218	11	PHONE CASE	2941		
PHONE CASE			E 01-10-30-04		22.14	0.00
			GEN'L GOV. / ADMIN - SUPPLIES / OPERATING			
			Invoice Total-		22.14	
0482	23218	11	DESK LAMP	3190		
DESK LAMP			E 01-10-30-04		32.77	0.00
			GEN'L GOV. / ADMIN - SUPPLIES / OPERATING			
			Invoice Total-		32.77	
0482	23218	11	LIBRARY ZOOM SUBSCRIPTION	8200		
LIBRARY ZOOM SUBSCRIPTION			E 30-01-20-07		15.89	0.00
			LIBRARY / LIBRARY - SERVICES / CONTRACTED			
			Invoice Total-		15.89	
0482	23218	11	POSTAGE	3242		
POSTAGE			E 01-10-30-01		60.00	0.00
			GEN'L GOV. / ADMIN - SUPPLIES / POSTAGE			
			Invoice Total-		60.00	
0482	23218	11	CARD READER	0302		
CARD READER			E 01-10-30-04		32.96	0.00
			GEN'L GOV. / ADMIN - SUPPLIES / OPERATING			
			Invoice Total-		32.96	
0482	23218	11	ADOBE SUBSCRIPTION	1766		
ADOBE SUBSCRIPTION			E 01-10-20-07		15.81	0.00
			GEN'L GOV. / ADMIN - SERVICES / CONTRACTED			
			Invoice Total-		15.81	
0482	23218	11	ANIMAL CONTROL POLE	1110		
ANIMAL CONTROL POLE			E 05-30-30-04		153.95	0.00
			PUBLIC SAFTY / ACO - SUPPLIES / OPERATING			
			Invoice Total-		153.95	
0482	23218	11	CAGE TRAP	5773		
CAGE TRAP			E 05-30-30-04		164.42	0.00
			PUBLIC SAFTY / ACO - SUPPLIES / OPERATING			
			Invoice Total-		164.42	
0482	23218	11	HUMANE TRAP ACO, GLOVES	3602		
HUMANE TRAP ACO, GLOVES			E 05-30-30-04		113.03	0.00
			PUBLIC SAFTY / ACO - SUPPLIES / OPERATING			
			Invoice Total-		113.03	
0482	23218	11	KENNEL, DOG MUZZLE	1351		
KENNEL, DOG MUZZLE			E 05-30-30-04		170.93	0.00
			PUBLIC SAFTY / ACO - SUPPLIES / OPERATING			
			Invoice Total-		170.93	
0482	23218	11	GREETING CARDS	4483		
GREETING CARDS			E 01-10-30-03		33.66	0.00
			GEN'L GOV. / ADMIN - SUPPLIES / OFFICE			
			Invoice Total-		33.66	
0482	23218	11	POSTAGE	6607		
POSTAGE			E 01-10-30-01		160.00	0.00
			GEN'L GOV. / ADMIN - SUPPLIES / POSTAGE			
			Invoice Total-		160.00	
0482	23218	11	POSTAGE	2672		
POSTAGE			E 01-10-30-01		160.00	0.00
			GEN'L GOV. / ADMIN - SUPPLIES / POSTAGE			

Warrant 130

Jrnl	Check	Month	Invoice Description	Reference	Amount	Encumbrance
Description	Account	Proj				
				<b>Invoice Total-</b>	<b>160.00</b>	
0482	23218	11	SUPPLIES	9419		
SUPPLIES	E 05-05-30-04				7.48	0.00
PUBLIC SAFTY / FD/ RSC DEPT - SUPPLIES / OPERATING				<b>Invoice Total-</b>	<b>7.48</b>	
0482	23218	11	WATER	2055		
WATER	E 15-05-30-05				16.47	0.00
SOLID WASTE / WASTE - SUPPLIES / FOOD/WATER				<b>Invoice Total-</b>	<b>16.47</b>	
0482	23218	11	GLOVES, KETS	6100		
GLOVES, KETS	E 15-05-30-04				41.89	0.00
SOLID WASTE / WASTE - SUPPLIES / OPERATING				<b>Invoice Total-</b>	<b>41.89</b>	
0482	23218	11	WIRELESS ADAPTER	7690		
WIRELESS ADAPTER	E 15-05-30-04				71.97	0.00
SOLID WASTE / WASTE - SUPPLIES / OPERATING				<b>Invoice Total-</b>	<b>71.97</b>	
0482	23218	11	HOUSEHOLD HAZARDOUS WASTE	0079		
HOUSEHOLD HAZARDOUS WASTE	E 15-05-30-05				25.96	0.00
SOLID WASTE / WASTE - SUPPLIES / FOOD/WATER				<b>Invoice Total-</b>	<b>25.96</b>	
0482	23218	11	BATTERY FOR SKID STEER	0026		
BATTERY FOR SKID STEER	E 13-01-35-01				210.00	0.00
FACILITIES / GENERAL - REPAIRS / EQUIPMENT				<b>Invoice Total-</b>	<b>210.00</b>	
0482	23218	11	ELECTION SUPPLIES	5439		
ELECTION SUPPLIES	E 01-35-30-04				61.94	0.00
GEN'L GOV. / ELECTIONS - SUPPLIES / OPERATING				<b>Invoice Total-</b>	<b>61.94</b>	
				<b>Vendor Total-</b>	<b>4,093.91</b>	
<b>00020 CENTRAL MAINE POWER</b>						
0482	23219	11	TRANSFER STATION ELECTRIC	720001483499		
TRANSFER STATION ELECTRIC	E 13-09-20-04				437.37	0.00
FACILITIES / TRANSFER STA - SERVICES / ELECTRICITY				<b>Invoice Total-</b>	<b>437.37</b>	
0482	23219	11	STREET LIGHTS ELECTRICITY	703001606193		
STREET LIGHTS ELECTRICITY	E 05-25-20-04				134.39	0.00
PUBLIC SAFTY / STREET LIGHT - SERVICES / ELECTRICITY				<b>Invoice Total-</b>	<b>134.39</b>	
				<b>Vendor Total-</b>	<b>571.76</b>	
<b>00148 COOK, CHERYL</b>						
0482	23220	11	NOV 2022 ELECTION			
NOV 2022 ELECTION	E 01-35-20-07				255.00	0.00
GEN'L GOV. / ELECTIONS - SERVICES / CONTRACTED				<b>Vendor Total-</b>	<b>255.00</b>	
<b>00788 COPPENS, REGINA</b>						
0482	23221	11	NOV 2022 ELECTION			
NOV 2022 ELECTION	E 01-35-20-07				225.00	0.00
GEN'L GOV. / ELECTIONS - SERVICES / CONTRACTED				<b>Vendor Total-</b>	<b>225.00</b>	
<b>00785 DWIGHT SPILLER</b>						
0482	23222	11	4 CEM PLOTS REIMBURSMNT	11/9/2022		
4 CEM PLOTS REIMBURSMNT	R 01-22				200.00	0.00

Warrant 130

Jrnl	Check	Month	Invoice Description	Reference	Amount	Encumbrance
Description	Account	Proj				
GEN'L GOV. - GRAVE OPENIN						
				Vendor Total-	200.00	
00066 GENERATORS OF MAINE, INC						
0482	23223	11	TS ELECTRICAL WORK	1997		
TS ELECTRICAL WORK	E 13-09-35-05				260.97	0.00
			FACILITIES / TRANSFER STA - REPAIRS / ELECTRICAL			
				Invoice Total-	260.97	
0482	23223	11	NBCC BATHROOM FANS	1955		
NBCC BATHROOM FANS	E 13-03-35-05				1,902.00	0.00
			FACILITIES / NBCC - REPAIRS / ELECTRICAL			
				Invoice Total-	1,902.00	
0482	23223	11	TOWN OFFICE GERNERATOR	1936		
TOWN OFFICE GERNERATOR	E 13-14-35-05				50.00	0.00
			FACILITIES / TOWN OFFICE - REPAIRS / ELECTRICAL			
				Invoice Total-	50.00	
0482	23223	11	TOWN OFFICE LIGHTS	1964		
TOWN OFFICE LIGHTS	E 13-14-35-05				948.00	0.00
			FACILITIES / TOWN OFFICE - REPAIRS / ELECTRICAL			
				Invoice Total-	948.00	
0482	23223	11	LIGHT FIX IN VILLAGE	1270		
LIGHT FIX IN VILLAGE	G 2-562-00				696.53	0.00
			SPEC REVENUE / VILLAGE LIGH			
				Invoice Total-	696.53	
				Vendor Total-	3,857.50	
00 GOUSSE MELISSA AND WILLIAM						
0482	23224	11	TAX OVERPAYMENT	10/27/2022		
TAX OVERPAYMENT	R 01-11				261.46	0.00
			GEN'L GOV. - PROPERTY TAX			
				Vendor Total-	261.46	
00787 HAGGAN, FRANK						
0482	23225	11	NOV 2022 ELECTION			
NOV 2022 ELECTION	E 01-35-20-07				45.00	0.00
			GEN'L GOV. / ELECTIONS - SERVICES / CONTRACTED			
				Vendor Total-	45.00	
00784 HALEY WARD						
0482	23226	11	DUNN ROAD LANDILL	20225724		
DUNN ROAD LANDILL	E 15-08-99-99				1,261.00	0.00
			SOLID WASTE / DUNN RD - EXPENSE / EXPENSE			
				Vendor Total-	1,261.00	
00009 HAMMOND LUMBER COMPANY						
0482	23227	11	GARAGE ADDITION	6038881		
GARAGE ADDITION	G 3-601-00				215.70	0.00
			CAPITAL PROJ / MAINT. GARAG			
				Invoice Total-	215.70	
0482	23227	11	GARAGE ADDITION	34081225		
GARAGE ADDITION	G 3-601-00				233.94	0.00
			CAPITAL PROJ / MAINT. GARAG			
				Invoice Total-	233.94	
0482	23227	11	GARAGE ADDITION	6065426		
GARAGE ADDITION	G 3-601-00				233.94	0.00
			CAPITAL PROJ / MAINT. GARAG			
				Invoice Total-	233.94	
				Vendor Total-	683.58	

Warrant 130

Jrnl	Check	Month	Invoice Description	Reference	Amount	Encumbrance
Description	Account	Proj				
<b>00732 HIGHT FORD</b>						
0482	23228	11	ONE TON OIL, TIRE ROTATIO	32411		
ONE TON OIL, TIRE ROTATIO	E 13-01-35-03				123.05	0.00
	FACILITIES / GENERAL - REPAIRS / FM ONE-TON					
	<b>Vendor Total-</b>				<b>123.05</b>	
<b>00284 HOLINGER, HEATHER</b>						
0482	23229	11	ARTS AND CRAFTS	10/26/2022		
ARTS AND CRAFTS	E 62-01-99-99				100.00	0.00
	DC STEVENS / DC STEVENS - EXPENSE / EXPENSE					
	<b>Vendor Total-</b>				<b>100.00</b>	
<b>00317 HOLINGER, HOWARD</b>						
0482	23230	11	NOV 2022 ELECTION			
NOV 2022 ELECTION	E 01-35-20-07				279.00	0.00
	GEN'L GOV. / ELECTIONS - SERVICES / CONTRACTED					
	<b>Vendor Total-</b>				<b>279.00</b>	
<b>00267 IRVING OIL CORPORATION</b>						
0482	23231	11	RESCUE FUEL	34747976		
RESCUE FUEL	E 05-05-30-02				119.93	0.00
	PUBLIC SAFTY / FD/ RSC DEPT - SUPPLIES / FUEL					
	<b>Invoice Total-</b>				<b>119.93</b>	
0482	23231	11	FACILITY EQUIPMENT GAS	34747978		
FACILITY EQUIPMENT GAS	E 13-01-30-02				459.38	0.00
	FACILITIES / GENERAL - SUPPLIES / FUEL					
	<b>Invoice Total-</b>				<b>459.38</b>	
	<b>Vendor Total-</b>				<b>579.31</b>	
<b>00316 JOHNSON, JUDITH</b>						
0482	23232	11	NOV 2022 ELECTION			
NOV 2022 ELECTION	E 01-35-20-07				45.00	0.00
	GEN'L GOV. / ELECTIONS - SERVICES / CONTRACTED					
	<b>Vendor Total-</b>				<b>45.00</b>	
<b>00782 LAKEVIEW LUMBER CO</b>						
0482	23233	11	GARAGE ADDITION DOOR	248482		
GARAGE ADDITION DOOR	G 3-601-00				319.00	0.00
	CAPITAL PROJ / MAINT. GARAG					
	<b>Vendor Total-</b>				<b>319.00</b>	
<b>00638 LEAF</b>						
0482	23234	11	COPIER CONTRACT	13933659		
COPIER CONTRACT	E 01-10-20-07				155.98	0.00
	GEN'L GOV. / ADMIN - SERVICES / CONTRACTED					
	<b>Invoice Total-</b>				<b>155.98</b>	
0482	23234	11	REC CENTER COPIER	13895305		
REC CENTER COPIER	E 25-30-20-07				33.76	0.00
	RECREATION / REC PROGRAMS - SERVICES / CONTRACTED					
	<b>Invoice Total-</b>				<b>33.76</b>	
	<b>Vendor Total-</b>				<b>189.74</b>	
<b>00792 LIBERTY, STEVE</b>						
0482	23235	11	SALMON LAKE DAM REPAIRS	11/9/2022		
SALMON LAKE DAM REPAIRS	E 96-01-99-99				8,350.00	0.00
	DAMS / DAMS - EXPENSE / EXPENSE					
	<b>Vendor Total-</b>				<b>8,350.00</b>	
<b>00692 LUANNE WRENN</b>						



Warrant 130

Jrnl	Check	Month	Invoice Description	Reference	Amount	Encumbrance
Description	Account	Proj				
0482	23236	11	ARTS AND CRAFTS	11/2/2022		
ARTS AND CRAFTS	E 62-01-99-99				38.97	0.00
	DC STEVENS / DC STEVENS - EXPENSE / EXPENSE					
			<b>Vendor Total-</b>		<b>38.97</b>	
<b>00325 MACKENZIE, JOAN</b>						
0482	23237	11	NOV 2022 ELECTION			
NOV 2022 ELECTION	E 01-35-20-07				45.00	0.00
	GEN'L GOV. / ELECTIONS - SERVICES / CONTRACTED					
			<b>Vendor Total-</b>		<b>45.00</b>	
<b>00771 MAINELAND CONTRACTING</b>						
0482	23238	11	GARAGE ADDITION NEW OPEN	02-66917		
GARAGE ADDITION NEW OPEN	G 3-601-00				760.00	0.00
	CAPITAL PROJ / MAINT. GARAG					
			<b>Invoice Total-</b>		<b>760.00</b>	
0482	23238	11	3/4 LABOR FOR GARAGE	02-66915		
3/4 LABOR FOR GARAGE	G 3-601-00				3,500.31	0.00
	CAPITAL PROJ / MAINT. GARAG					
			<b>Invoice Total-</b>		<b>3,500.31</b>	
0482	23238	11	GARAGE ADD WORK	02-67113		
GARAGE ADD WORK	G 3-601-00				1,623.31	0.00
	CAPITAL PROJ / MAINT. GARAG					
			<b>Invoice Total-</b>		<b>1,623.31</b>	
			<b>Vendor Total-</b>		<b>5,883.62</b>	
<b>00310 MMTCTA</b>						
82	23239	11	LAW WORKSHOP	1000430820		
LAW WORKSHOP	E 01-10-13-01				55.00	0.00
	GEN'L GOV. / ADMIN - EDUCATION / EDUCATION					
			<b>Vendor Total-</b>		<b>55.00</b>	
<b>00256 MODERN PEST SERVICES</b>						
0482	23240	11	NBCC PEST CONTROL	5540715		
NBCC PEST CONTROL	E 13-03-20-12				66.00	0.00
	FACILITIES / NBCC - SERVICES / PEST CONTROL					
			<b>Vendor Total-</b>		<b>66.00</b>	
<b>00258 MORRELL, PENNY</b>						
0482	23241	11	NOV 2022 ELECTION			
NOV 2022 ELECTION	E 01-35-20-07				45.00	0.00
	GEN'L GOV. / ELECTIONS - SERVICES / CONTRACTED					
			<b>Vendor Total-</b>		<b>45.00</b>	
<b>00570 NAPA AUTO PARTS</b>						
0482	23242	11	OPERATING SUPPLIES	247757		
OPERATING SUPPLIES	E 13-01-30-04				27.46	0.00
	FACILITIES / GENERAL - SUPPLIES / OPERATING					
			<b>Vendor Total-</b>		<b>27.46</b>	
<b>00040 POWER EQUIPMENT PLUS</b>						
0482	23243	11	SERVICE	990029953		
SERVICE	E 13-01-35-01				542.87	0.00
	FACILITIES / GENERAL - REPAIRS / EQUIPMENT					
			<b>Invoice Total-</b>		<b>542.87</b>	
2	23243	11	SPARK PLUGS	999225329		
SPARK PLUGS	E 13-01-30-04				6.48	0.00
	FACILITIES / GENERAL - SUPPLIES / OPERATING					
			<b>Invoice Total-</b>		<b>6.48</b>	

Warrant 130

Jrnl	Check	Month	Invoice Description	Reference	Amount	Encumbrance
Description	Account	Proj				
<b>Vendor Total-</b>					<b>549.35</b>	
<b>00775 RASMUSSEN, HANS</b>						
0482	23244	11	MILEAGE REIMBURSMENT 151	10/11-10/28		
MILEAGE REIMBURSMENT 151	E 01-20-20-02				66.44	0.00
			GEN'L GOV. / CODE ENFORCE - SERVICES / TRANSPORTATI			
<b>Vendor Total-</b>					<b>66.44</b>	
<b>00003 REGISTRY OF DEEDS</b>						
0482	23245	11	2 LIEN DISCHARGES			
2 LIEN DISCHARGES	E 01-10-47-01				38.00	0.00
			GEN'L GOV. / ADMIN - FEES / DISCHARGE			
<b>Vendor Total-</b>					<b>38.00</b>	
<b>00385 RJD APPRAISAL</b>						
0482	23246	11	NOVEMBER ASSESSING SERVIC	2022		
NOVEMBER ASSESSING SERVIC	E 01-10-15-04				2,208.33	0.00
			GEN'L GOV. / ADMIN - PROFESSIONAL / ASSESSING			
<b>Vendor Total-</b>					<b>2,208.33</b>	
<b>00642 ROGUE ENTERPRISES, LLC</b>						
0482	23247	11	GA CASE 418	498201		
GA CASE 418	E 21-01-99-99				541.00	0.00
			GEN'L ASSIST / GEN'L ASSIST - EXPENSE / EXPENSE			
<b>Vendor Total-</b>					<b>541.00</b>	
<b>00478 SEACOAST SECURITY, INC</b>						
0482	23248	11	TOWN OFFICE NEW CAMERAS	809250		
TOWN OFFICE NEW CAMERAS	E 13-14-35-08				838.50	0.00
			FACILITIES / TOWN OFFICE - REPAIRS / BUILDING			
<b>Vendor Total-</b>					<b>838.50</b>	
<b>00375 SHREDDING ON SITE, INC.</b>						
0482	23249	11	SHREDDING	0094215		
SHREDDING	E 01-10-20-07				145.00	0.00
			GEN'L GOV. / ADMIN - SERVICES / CONTRACTED			
<b>Vendor Total-</b>					<b>145.00</b>	
<b>00612 SPECTRUM ENTERPRISE</b>						
0482	23250	11	NBCC INTERNET			
NBCC INTERNET	E 25-30-20-01				119.73	0.00
			RECREATION / REC PROGRAMS - SERVICES / COMMUNICATIO			
<b>Invoice Total-</b>					<b>119.73</b>	
0482	23250	11	TOWN OFFICE INTERNET	084051401110122		
TOWN OFFICE INTERNET	E 01-10-20-01				21.37	0.00
			GEN'L GOV. / ADMIN - SERVICES / COMMUNICATIO			
<b>Invoice Total-</b>					<b>21.37</b>	
<b>Vendor Total-</b>					<b>141.10</b>	
<b>00790 SQUIBB, AMY</b>						
0482	23251	11	CRAFT FAIR REFUND	11/9/2022		
CRAFT FAIR REFUND	R 25-05				50.00	0.00
			RECREATION - CRAFT SHOW			
<b>Vendor Total-</b>					<b>50.00</b>	
<b>00265 UNITED STATES CELLULAR</b>						
0482	23252	11	COMMUNICATIONS	0541155361		
FACILITY	E 13-01-20-01				47.37	0.00
			FACILITIES / GENERAL - SERVICES / COMMUNICATIO			
TOWN MANAGER	E 01-15-20-01				38.63	0.00
			GEN'L GOV. / MANAGER - SERVICES / COMMUNICATIO			

Warrant 130

Jrnl	Check	Month	Invoice Description	Reference	Amount	Encumbrance
Description			Account	Proj		
FIRE RESCUE			E 05-05-20-01		33.38	0.00
			PUBLIC SAFTY / FD/ RSC DEPT - SERVICES / COMMUNICATIO			
CEO			E 01-20-20-01		33.38	0.00
			GEN'L GOV. / CODE ENFORCE - SERVICES / COMMUNICATIO			
TRANSFER STATION			E 15-05-20-01		33.38	0.00
			SOLID WASTE / WASTE - SERVICES / COMMUNICATIO			
FD HOT SPOT			E 05-05-20-01		35.81	0.00
			PUBLIC SAFTY / FD/ RSC DEPT - SERVICES / COMMUNICATIO			
Vendor Total-					221.95	
<b>00783 VICTOR STANLEY</b>						
0482	23253	11	PARK BENCH	S054547		
PARK BENCH			R 25-09		2,591.00	0.00
			RECREATION - BENCH DONA			
Vendor Total-					2,591.00	
<b>00013 WASTE MANAGEMENT OF</b>						
0482	23254	11	TS MIXED WASTE DISPOSAL	2059446-2080-1		
TS MIXED WASTE DISPOSAL			E 15-05-20-13		5,808.70	0.00
			SOLID WASTE / WASTE - SERVICES / DISPOSAL			
Invoice Total-					5,808.70	
0482	23254	11	TS DEMO WASTE	2059447-2080-9		
TS DEMO WASTE			E 15-05-20-13		1,202.63	0.00
			SOLID WASTE / WASTE - SERVICES / DISPOSAL			
Invoice Total-					1,202.63	
0482	23254	11	CFAS DUMPSTER	2058878-2080-6		
CFAS DUMPSTER			E 25-30-20-06		92.74	0.00
			RECREATION / REC PROGRAMS - SERVICES / RENTALS			
Invoice Total-					92.74	
Vendor Total-					7,104.07	
<b>00369 WB MASON CO, INC</b>						
0482	23255	11	CLIPS AND BINDERS	233639032		
CLIPS AND BINDERS			E 01-10-30-03		86.64	0.00
			GEN'L GOV. / ADMIN - SUPPLIES / OFFICE			
Invoice Total-					86.64	
0482	23255	11	TAPE	233822873		
TAPE			E 01-10-30-03		20.69	0.00
			GEN'L GOV. / ADMIN - SUPPLIES / OFFICE			
Invoice Total-					20.69	
0482	23255	11	ORANGE CARDSTOCK	233849796		
ORANGE CARDSTOCK			E 01-10-30-03		37.99	0.00
			GEN'L GOV. / ADMIN - SUPPLIES / OFFICE			
Invoice Total-					37.99	
Vendor Total-					145.32	
<b>00318 WEBSTER, KELLY</b>						
0482	23256	11	NOV 2022 ELECTION			
NOV 2022 ELECTION			E 01-35-20-07		232.50	0.00
			GEN'L GOV. / ELECTIONS - SERVICES / CONTRACTED			
Vendor Total-					232.50	
<b>00789 WILSON, CHRISTINA</b>						
0482	23257	11	NOV 2022 ELECTION			
NOV 2022 ELECTION			E 01-35-20-07		240.00	0.00
			GEN'L GOV. / ELECTIONS - SERVICES / CONTRACTED			
Vendor Total-					240.00	

A / P Warrant

Warrant 130

Jrnl	Check	Month	Invoice Description	Reference	Encumbrance
Description	Account		Proj	Amount	
			Prepaid Total-	0.00	
			Current Total-	70,027.09	
			EFT Total-	0.00	
			Warrant Total-	70,027.09	

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 \_\_\_\_\_

# Memo

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**Town Manager Report**

Attached for review.





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

990 Augusta Road  
townmanager@townofbelgrade.com  
www.townofbelgrade.com

Belgrade, ME 04917  
207-495-2258

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## **Town Manager's Report**

November 15, 2022, Select Board Meeting

- **NIMS Training Update**

For federal funding, disaster funding, etc. the State has adopted NIMS and ICS standards. We have identified the following positions in the Town of Belgrade which would require the NIMS training. Our Fire and Rescue Department personnel already receive and are compliant in this training, but will need the updated training over the coming months – as will the following:

Senior Local Elected Officials (Selectpersons)

Fire Chief

Rescue Chief

All Fire/Rescue Personnel

Town of Belgrade Local Emergency Management Director

Road Commissioner

Public Information Officer (PIO)

Elected and appointed officials should have a clear understanding of their roles and responsibilities for successful emergency management and incident response. To that end, it is vital that elected and appointed officials understand and receive NIMS training.

For additional information on this, please visit this link

<https://www.maine.gov/mema/response-recovery/incident-management/national-incident-management-system>

- With elections and voting over and legislative body approval on all warrant articles, the Commercial Development Review Ordinance has been updated with all amendments and out for review to ensure everything has been included/updated. Once confirmed, Town Clerk Mary Vogel will get the final copy certified and we will update the Town's website.

- Next up will be the task for the Board to review and finalize the 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.

- EV Charging Stations

Efficiency Maine runs a program to offset the cost of installing charging stations at 80% with the possibility of additional funding to help cover costs. Reimbursement is made for actual expenses. A link to more information on this:

<https://www.energymaine.com/evi-fon-001-2023/>

This year's program deadline is November 17, too soon for the Town to plan and submit but the State will likely run the program again in 2023 if the Board would like to discuss and move forward next year. I am in contact with the state for additional information.

- Brown Tail Moths

The State has a new grant program which should be available in early 2023. Links to more information:

[https://legislature.maine.gov/legis/bills/bills\\_128th/billtexts/HP081801.asp](https://legislature.maine.gov/legis/bills/bills_128th/billtexts/HP081801.asp)

[https://www.maine.gov/dacf/mfs/forest\\_health/invasive\\_threats/browntail\\_moth\\_info.htm](https://www.maine.gov/dacf/mfs/forest_health/invasive_threats/browntail_moth_info.htm)

- Feral Cats

Update: the previous ACO has passed the information along to our new ACO to be the primary on this. I have contacted the group out of Buckfield for an update:

*We have trapped 75 cats so far on Culhaven Rd. There are likely 25 or so left which we will return for once we have gotten the current ones fixed, vaccinated, and rehomed.*

*We are working as quickly as possible to accomplish this but with only three members and a handful of fosters it takes a bit to tackle a colony of this size.*

In addition, our new ACO asked about an ordinance for feral cats. Reaching out to legal counsel, they nor I could find any feral cat ordinance in Maine as a guide/sample due to the fact Maine Statute governs this under the duties of the ACO. This information has been provided to the ACO as well.

Stray cats and small animals:

<https://legislature.maine.gov/statutes/7/title7sec3919.html>

A procedure for acceptance of stray cats to shelters:

<https://legislature.maine.gov/statutes/7/title7sec3919-A.html>



Discipline	IS 29	IS 100	IS 200	IS 700	IS 703	IS 800	ICS 300	ICS 400	G191	G402	Other	Notes
DST / RRT HAZMAT Technicians		X	X	X								5
DST / RRT HAZMAT Operations / Responders		X	X	X		X	X					
MACC / EOC Management		X	X	X		X			X		IS 706 IS 2200	
MACC / EOC Staff		X		X					X			
IMAT Level III / IV		X	X	X	X	X	X	X			Position Specific	6
Public Information Officers / Designees	X	X		X								6
Communication Center Supervisor / Deputy Supervisor		X		X								

County EMA Director may require members filling specific roles to be trained to higher levels than this crosswalk details.

- Note 1: All elected/appointed officials charged with general Policy Development.
- Note 2: Includes at a minimum the Principal and Assistant Principal.
- Note 3: Includes Water and Sewer Districts.
- Note 4: Recommended by the Regional Resource Centers.
- Note 5: Technicians not expected to fill a Command or General Staff position are not required to take ICS 300.
- Note 6: IMAT personnel are required to take additional courses depending on their Type and level of Incident Management Responsibility.
- Note 7: School/Campus EM personnel with a **critical/leadership role** in facility emergency response although it is recommended leadership personnel that may act *in absence of first responders* should additionally complete ICS 300 and 400.
- Note 8: EMA Directors, MACC/EOC Management and Staff, IMAT Level III/IV Staff, Public Works Directors, Chiefs/Deputies of full-time fire departments, Chiefs/Deputies of County level law enforcement agencies and full-time police departments with 15 or more full-time officers, EMS Agencies with more than 15 full-time personnel.

**Target Audience Guidance from the NIMS Five-Year Training Plan**

The information provided below, comes directly from the National Integration Center (NIC) and is included to provide additional clarification for the requirements outlined above and to assist in making any training related decisions that have not been addressed.

**IS 29: Public Information Officer Awareness**

The Public Information Officer Awareness Course (IS0029) is designed to familiarize participants with the concepts underlying the PIO role. This course can provide a basic understanding of the PIO function for those new to the position. Additionally, it can provide those in executive level roles the necessary knowledge of PIO roles and responsibilities during an emergency.

Online Course: <https://training.fema.gov/is/courseoverview.aspx?code=IS-29.a>

**IS 100, Introduction to the Incident Command System**

Introduces the Incident Command System (ICS) and provides the foundation for higher level ICS training. This course describes the history, features and principles, and organizational structure of the Incident Command System. It also explains the relationship between ICS and the National Incident Management System (NIMS).

Online Course: <https://training.fema.gov/is/courseoverview.aspx?code=IS-100.c>

**IS 200, Basic Incident Command System for Initial Response**

Reviews the Incident Command System (ICS), provides the context for ICS within initial response, and supports higher level ICS training. This course provides training on, and resources for, personnel likely to assume a supervisory position within ICS.

Online Course: <https://training.fema.gov/is/courseoverview.aspx?code=IS-200.c>

**IS 700: Introduction to the National Incident Management System**

This course provides an overview of the National Incident Management System (NIMS). The National Incident Management System defines the comprehensive approach guiding the whole community - all levels of government, nongovernmental organizations (NGO), and the private sector - to work together seamlessly to prevent, protect against, mitigate, respond to, and recover from the effects of incidents. The course provides learners with a basic understanding of NIMS concepts, principles, and components.

Online Course: <https://training.fema.gov/is/courseoverview.aspx?code=IS-700.b>

**IS 703: National Incident Management System Resource Management**

The goal of the National Incident Management System Resource Management course is to introduce federal, state, local, tribal, and territorial emergency managers, first responders, and incident commanders from all emergency management disciplines to NIMS Resource Management. This includes private industry and volunteer agency personnel responsible for coordination activities during a disaster.

Online Course: <https://training.fema.gov/is/courseoverview.aspx?code=IS-703.b>



**IS 800: Introduction to the National Response Framework**

Provide guidance for the whole community. Within this broad audience, the National Response Framework focuses especially on those who are involved in delivering and applying the response core capabilities, including Private sector partners, Non-governmental organizations (NGOs), Government officials, Community leaders, Emergency Management practitioners, and First responders.

Online Course: <https://training.fema.gov/is/courseoverview.aspx?code=IS-800.d>

**ICS 300: Intermediate ICS for Expanding Incidents**

Provides training and resources for personnel who require advanced knowledge and application of the ICS. This course expands upon information covered in the IS-100 and IS-200 courses.

In Person Course

**ICS-400: Advanced ICS**

This course provides training and resources for personnel who require advanced application of ICS. This course expands upon information covered in ICS-100 through ICS-300.

In Person Course

**G-191: Incident Command System/Emergency Operations Center Interface**

This course reviews ICS and EOC responsibilities and functions and depends heavily on exercises and group discussions to formulate the interface. The course provides an opportunity for participants to begin developing an interface between an Incident Management Team and EOC personnel.

In Person Course

Updated November 17, 2021

**§3919. Seizure of stray cats and small animals**

**1. Definition.** For the purposes of this chapter, a "stray cat" means a cat on the premises of a person other than the owner of the cat, without the consent of the owner or occupant of the premises, on a public street or on other public property, except under the physical control of the owner.

[PL 2001, c. 363, §3 (NEW).]

**2. Seizure by animal control officer.** An animal control officer or person acting in that capacity may seize or humanely trap a stray cat or small animal and deliver it to an animal shelter as provided for in section 3919-A or section 3919-E or to the owner, if the owner is known. If ownership can not be established, such a cat or small animal may be handled as a homeless cat or small animal for the purpose of acceptance and disposition by an animal shelter.

[PL 2013, c. 115, §7 (AMD).]

**3. Person finding stray cat.** A person finding a stray cat or small animal and not knowing the owner or residence of the cat or small animal may take that cat or small animal to the animal shelter designated by the municipality in which the cat or small animal was found.

[PL 2013, c. 115, §7 (AMD).]

**SECTION HISTORY**

PL 2001, c. 363, §3 (NEW). PL 2013, c. 115, §7 (AMD).

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**§3919-A. Procedure for acceptance and disposition of cats by animal shelter**

An animal shelter to which a cat is taken may accept the cat unless the shelter is in quarantine. An animal shelter accepting a cat shall comply with the provisions of this section. [PL 2001, c. 363, §3 (NEW).]

**1. Cats with identification.** An animal shelter that accepts a cat with cat identification shall make a reasonable attempt to notify the owner by telephone or by sending a written notice within 24 hours of accepting the cat. Except as provided in subsections 4 and 5, the animal shelter shall hold the cat for a period of 6 days beginning on and including the day of acceptance. If the owner claims the cat within the 6-day period, the animal shelter shall release the cat to the owner upon payment of any municipal impoundment fee and actual fees incurred for food, shelter and veterinary care. Upon expiration of the 6-day period, ownership of the cat is vested with the animal shelter and the animal shelter may then handle the cat as a homeless cat for disposition in accordance with subsection 2. [PL 2001, c. 363, §3 (NEW).]

**2. Homeless cats.** When an animal shelter accepts a cat under section 3919 and that cat does not have cat identification, the animal shelter shall hold the cat for not less than 48 hours or, for feral cats, not less than 24 hours. After the 24-hour or 48-hour period, the animal shelter may treat the cat as a homeless cat and may:

A. Except as provided in section 3938-A, offer the cat for adoption, sell or give away the cat; or [PL 2007, c. 439, §9 (AMD).]

B. Otherwise dispose of the cat humanely in accordance with Title 17, chapter 42, subchapter 4. [PL 2003, c. 405, §8 (AMD).]

An animal shelter may not sell or give a cat to a research facility. [PL 2009, c. 343, §11 (AMD).]

**3. Owner's claim after 6-day period.** An owner may reacquire a cat at any time prior to its disposition under subsection 2 upon payment of any municipal impoundment fee and actual fees incurred for food, shelter and veterinary care and any other reasonable fee imposed by the animal shelter. [PL 2001, c. 363, §3 (NEW).]

**4. Euthanasia for severely sick or severely injured cat or small animal.** A humane agent, an animal control officer or an animal shelter may authorize in writing the immediate euthanasia of a severely sick or severely injured cat or small animal upon determining that the following conditions are met:

A. The animal control officer of the municipality where the cat or small animal was found has been notified or, if the cat or small animal has identification, the owner of the cat or small animal has been notified; and [PL 2015, c. 223, §4 (AMD).]

B. A veterinarian states in writing that the cat's or small animal's recovery from its injury or illness, given reasonable time and reasonable care, is doubtful or that the cat or small animal presents a danger to the public. [PL 2015, c. 223, §4 (AMD).]

Notwithstanding paragraphs A and B, a veterinarian may authorize immediate euthanasia if, in the veterinarian's judgment, there is no possibility of recovery for a severely injured or severely sick cat or small animal.

[PL 2015, c. 223, §4 (AMD).]

**5. Immunity.** A veterinarian, a humane agent, an animal control officer or an animal shelter, including a person employed by an animal shelter, is not civilly liable to the owner of a cat or small animal for the loss of that cat or small animal resulting from actions taken in compliance with this section.

Nothing in this subsection grants to an animal shelter or person any immunity from liability arising from the gift, sale or other transference of a cat or small animal to a research facility in violation of subsection 2.

[PL 2015, c. 223, §5 (AMD).]

#### SECTION HISTORY

PL 2001, c. 363, §3 (NEW). PL 2003, c. 405, §8 (AMD). PL 2007, c. 439, §§9, 10 (AMD). PL 2009, c. 343, §11 (AMD). PL 2015, c. 223, §§4, 5 (AMD).

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## Lorna Dee Nichols

---

**From:** Kanoti, Allison M <Allison.M.Kanoti@maine.gov>  
**Sent:** Monday, November 7, 2022 12:11 PM  
**To:** Lorna Dee Nichols  
**Cc:** Hans Rasmussen  
**Subject:** RE: Browntail Moths

**EXTERNAL MESSAGE:**

Lorna,  
Thanks for asking. If rulemaking goes smoothly, I expect to have the applications open in the beginning of 2023.  
Allison

Director | Forest Health and Monitoring | Maine Forest Service | DACF  
Web: [www.maine.gov/foresthealth](http://www.maine.gov/foresthealth) Phone: 207.827.1813

---

**From:** Lorna Dee Nichols <townmanager@townofbelgrade.com>  
**Sent:** Monday, November 07, 2022 12:06 PM  
**To:** Kanoti, Allison M <Allison.M.Kanoti@maine.gov>  
**Cc:** Hans Rasmussen <ceo@townofbelgrade.com>  
**Subject:** Browntail Moths  
**Importance:** High

EXTERNAL: This email originated from outside of the State of Maine Mail System. Do not click links or open attachments unless you recognize the sender and know the content is safe.  
Good afternoon Allison,

Reading the information on the Browntail Moth Mitigation Fund, it looks like this has not been set up yet (MFS is accepting comments November 4 through December 2). Do you have any insight on when the application process will begin?

<https://www.maine.gov/dacf/about/calendar/event.shtml?id=9489257>

Thank you so much for any help you can provide.

*Lorna Dee Nichols*

**TOWN MANAGER**

Town of Belgrade  
990 Augusta Road  
Belgrade, ME 04917  
townmanager@townofbelgrade.com  
207-495-2258

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

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01 DEPARTMENT OF AGRICULTURE, CONSERVATION AND FORESTRY  
669 BUREAU OF FORESTRY  
DIVISION OF FOREST HEALTH AND MONITORING

Chapter 35: Browntail Moth Mitigation Fund

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AUTHORITY: 12 M.R.S. § 8321; P.L. 2021, ch. 727

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**Summary:** This rule establishes standards for the administration of the Browntail Moth Mitigation Fund by the Bureau of Forestry.

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1. PROGRAM DESCRIPTION

Pursuant to 12 M.R.S. § 8321, the Browntail Moth Mitigation Fund was established to provide funding to government entities or nonprofit organizations to assist with reducing impacts from browntail moths. The Browntail Moth Mitigation Fund was established to be distributed in support of browntail moth mitigation using mechanical, cultural, or chemical control methods; education campaigns; and other activities.

2. DEFINITIONS

For the purpose of this rule chapter, the following terms are defined as follows:

1. **Browntail Moth** means the insect species *Euproctis chrysorrhoea* in all its life stages.
2. **Bureau** means the Bureau of Forestry in the Maine Department of Agriculture, Conservation and Forestry, also known as the Maine Forest Service.
3. **Department** means the Maine Department of Agriculture, Conservation and Forestry.
4. **Division** means the Division of Forest Health and Monitoring.
5. **Division Director** means the director of the Bureau's Forest Health and Monitoring Division.
6. **Forest Entomologist** means an expert on insects with a concentration in forest insects.
7. **Government Entity** means a local or tribal government authority, board, commission, department, division, or agency.
8. **Grant Review Committee** means the committee assembled by the Division Director to review proposals. The committee shall include at minimum an integrated pest management expert, a resource administrator, and a forest entomologist.
9. **Grantee** means an entity selected for receipt of Browntail Moth Mitigation Funds.

10. **Integrated Pest Management Expert** means an expert in pest management systems that bring together a range of biological, organic, cultural, mechanical, and chemical options to address pest problems.
11. **Nonprofit Organization** means an organization that is incorporated as a non-profit organization, is registered with Maine's Secretary of State office, engaged in activity of public benefit without any intention of earning income for its owners, and is exempt for taxation under US Internal Revenue Service Tax Code 501(c)(3).
12. **Resource Administrator** means the position within the Bureau responsible for providing support to the Bureau for finance issues.
13. **State of Maine Vendor** means an entity registered with the Maine Department of Administrative and Financial Services to receive payments from the State of Maine.

### 3. APPLICATION PROCESS

- A. The Division will issue a request for applications with application requirements and guidelines. Details on the request for applications will be provided on the Division website and announced in Department bulletins, including the Browntail Moth News bulletin.
- B. The request for applications will include, at minimum:
  - i. proposal requirements,
  - ii. funding limitations,
  - iii. proposal deadlines,
  - iv. review criteria, and
  - v. reporting requirements.
- C. Completed applications must be submitted as outlined in the request for applications to be considered for funding.
- D. The Grant Review Committee will review proposals based on the criteria outlined in the request for applications. Full, partial, or no funding may be awarded for each submitted proposal.

### 4. ELIGIBILITY

Government entities and Nonprofit Organizations engaged in or wishing to engage in activities to reduce the impacts from Browntail Moth in areas of Maine with significant Browntail Moth populations are eligible to apply for mitigation funds.

The Division will identify areas with significant populations of Browntail Moth through surveys conducted the previous winter and summer. A listing of eligible areas will be posted on the Division website by December of each year. Upon request by an applicant, the Division, in its sole discretion, may decide to add additional areas to the Division's list of eligible areas.

### 5. ELIGIBLE ACTIVITIES

Eligible activities are those activities that may help reduce the impacts of browntail moth including, but not limited to, activities that support or implement:

1. Physical controls such as removal and destruction of overwintering webs,
2. Pesticide treatments,
3. Cultural controls such as taking actions to limit exposure, reduce habitat or attraction, and
4. Education.

**6. ACCOUNTING AND REPORTING**

- A.** Grantee must enter a formal agreement with the Department and be a State of Maine Vendor. Work performed prior to a fully executed agreement with the Department is not eligible for reimbursement and will not be reimbursed by the Browntail Moth Mitigation Fund.
- B.** Grantee must maintain an accurate record of expenditures and activities and must provide reports as outlined in the request for applications and the executed agreement.
- C.** Funds may only be used consistent with the terms of the executed agreement.
- D.** The Department will disburse funds on a reimbursement basis only, for work conducted within the agreement period and consistent with terms of the agreement, and after verifying expenditures.

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STATUTORY AUTHORITY: 12 M.R.S. § 8321; P.L. 2021, ch. 727

EFFECTIVE DATE:



**ELECTRIC VEHICLE INITIATIVES  
FUNDING OPPORTUNITY NOTICE (FON)**

**Rural Level 2 Electric Vehicle (EV) Charging  
EVI FON-001-2023  
UPDATED September 26, 2022**

**Opening: August 17, 2022  
Application Deadline: November 17, 2022  
Project Completion Deadline: May 31, 2023**

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**SECTION 7: PROJECT COMPLETION PROCESS ..... 9**

**APPLICATION DOCUMENTS**

- 1) Attachment A: Application Form
- 2) Attachment B: Project Price Quotes
- 3) Attachment C: Charging Equipment Specification Sheets
- 4) Attachment D: Project Location Photograph



## SECTION 1: OVERVIEW AND INSTRUCTIONS

### 1.1 Purpose of Application Request

Through this Funding Opportunity Notice (FON or “opportunity”) Efficiency Maine is seeking applications for Level 2 electric vehicle (EV) chargers that are available to the public in **rural communities**. This opportunity falls under Efficiency Maine’s Electric Vehicle Initiatives and aims to expand public EV charging infrastructure in rural and remote areas in Maine. The goal of this round of funding is to assist rural communities in the state’s 14 northern counties (i.e., all counties except Cumberland County and York County), where public EV chargers are less common, to enhance those communities’ capacity to attract commerce and tourism and to serve local EV drivers as EVs become the dominant form of transportation.<sup>1</sup> Developing comprehensive coverage of public EV chargers throughout the state will also encourage EV adoption in all parts of Maine.

Efficiency Maine has allocated \$695,000 for this FON, funded by the Maine Jobs and Recovery Plan using resources from the federal American Rescue Plan Act.

This is the first of multiple rounds of funding for EV charging infrastructure in Maine. Communities and properties that are not eligible in this FON may be eligible for future rounds. Specifically, future rounds of funding are planned for:

- Level 2 chargers in rural parts of Cumberland and York Counties
- Level 2 chargers in non-rural areas, including the municipalities of Auburn, Bangor, Lewiston, Portland, South Portland, and Westbrook
- Level 3 chargers (DC fast chargers) statewide

To be notified of future EV charging funding opportunities through Efficiency Maine, visit the “Subscribe” page and select the box for “Electric Vehicle Notices”:  
<https://www.efficiencymaine.com/about/newsletter-signup/>.

### 1.2 Incentive Structure

This FON provides the following incentives for qualifying Level 2 EV chargers:

- A. Networked Chargers: 80% of the total eligible project costs up to a maximum of \$5,000 per Level 2 plug.
- B. Non-Networked Chargers: 80% of the total eligible project costs up to a maximum of \$2,000 per Level 2 plug.

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<sup>1</sup> The 14 northern counties in which rural communities will be eligible are: Androscoggin, Aroostook, Franklin, Hancock, Kennebec, Knox, Lincoln, Oxford, Penobscot, Piscataquis, Sagadahoc, Somerset, Waldo, and Washington.

**Rural communities** are defined as those communities that are eligible for the Multifamily Housing Program of the USDA – Rural Development (see, <https://eligibility.sc.egov.usda.gov/eligibility/welcomeAction.do>). In the 14 northern Maine counties eligible for this FON, qualifying properties in all communities are eligible except for those located in the municipalities of Auburn, Bangor, and Lewiston.

## Rural Level 2 EV Chargers EVI FON-001-2023

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- C. Networked chargers located at local government-owned facilities and public libraries: Projects located at local (municipal) government-owned properties (with the exception of schools), tribal properties, and non-profit, public libraries are eligible for an additional bonus incentive of \$2,000 per **networked** charging plug from The Nature Conservancy. K-12 schools are not eligible for this round of funding. Applicants in this category that are approved by Efficiency Maine for this FON may receive the bonus incentive provided that the total of the combined incentives is limited to a maximum of 90% of the total project cost.

### 1.3 FON Schedule

Efficiency Maine will accept applications for the Rural Level 2 EV Charging FON from August 17, 2022, through November 17, 2022, or until funding has been exhausted. Efficiency Maine's EV Initiatives team will review the applications and issue incentive offers in the form of a pre-approval offer email to applicants who meet the criteria within this FON, as funding allows.

FON Schedule	
FON Issue Date:	August 17, 2022
Rolling Application Period:	August 17, 2022, through November 17, 2022
Informational Webinars:	August 30, 2022 – 1:00 PM September 26, 2022 – 8:00 AM
Offer Acceptance Deadline	December 1, 2022
Project Completion Deadline:	May 31, 2023

Schedule changes: The Trust reserves the right to modify this schedule at its discretion. Any changes or additional information regarding the FON schedule, will be posted on the Trust's website at: <http://www.energymaine.com/opportunities>.

### 1.4 FON Informational Webinars

Efficiency Maine will conduct two webinar presentations to inform interested parties on the specifics of this FON. It is not mandatory but recommended the applicant attend. To participate in a webinar presentation, register using the link next to your desired date.

- August 30, 2022, at 1:00 PM - [TO REGISTER, CLICK HERE](#)
- September 26, 2022, at 8:00 AM - [TO REGISTER, CLICK HERE](#)

## SECTION 2: DEFINITIONS

- Charger: For the purposes of this FON, a charger supplies electricity to an electric vehicle (EV) to charge the vehicle's batteries. A charger includes the electrical conductors and related equipment (which may include software), and communications protocols that deliver energy

efficiently and safely to the vehicle. An individual charger may have one or more “plugs” (sometimes also called “ports” or “connectors”) that connect the electricity supply to one or more EVs.

- **Host Site:** A specific geographic location on a specific property at which the property owner consents to host EV chargers.
- **Level 2 Charger:** A type of EV charger capable of providing electric power with electric service rated at not less than 208-240V/40A (30A continuous) to an EV. As noted above, a charger may have a single plug or may be equipped with dual plugs.
- **Networked:** Refers to a combination of EV charging equipment components, software and communications capabilities that allows for centralized management, administration, communication, diagnostics, data collection, and potential point of sale capabilities. For purposes of this FON, a networked charger is capable of informing EV drivers, remotely and in real time, whether an EV charger is operational and available for use and enables the charger operator to manage drivers’ time spent charging/parking (such as by processing payments or remotely informing users when charging is complete).
- **Plug:** Sometimes also called “ports” or “connectors”, a plug connects a charger to an EV charging receptacle to charge the vehicle’s electric battery.

## SECTION 3: PROJECT ELIGIBILITY

### 2.1 Eligible Locations

For this FON, the proposed project must be located:

1. Outside of Cumberland County and York County; and
2. In a publicly accessible location in a Maine town that is classified as “Rural” by the US Department of Agriculture for the USDA Multifamily Housing program.<sup>2</sup> This includes all municipalities *except* Portland, South Portland, Westbrook, Lewiston, Auburn, and Bangor.

Locations that are ineligible in this FON may qualify for other incentives offered through Efficiency Maine. See [efficiencymaine.com](http://efficiencymaine.com) for more information.

### 2.3 Eligible Properties

For this FON, the proposed project may be located at any type of property that is available to the public, except that the following types of properties will not be eligible:

1. Private homes, whether owned or leased;
2. Airbnb properties, vacation properties (e.g., camps, cabins, and cottages);
3. Multi-unit dwellings where the parking lot is not open to the public;
4. K-12 schools;
5. Dealerships of new and used vehicles;

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<sup>2</sup> <https://eligibility.sc.egov.usda.gov/eligibility/welcomeAction.do>



## Rural Level 2 EV Chargers EVI FON-001-2023

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6. Businesses that sell or install EV charging equipment; and
- ~~7. Properties that do not have any permanent structures.~~

Properties that are ineligible for this FON may qualify for other incentives offered through Efficiency Maine. See [efficiencymaine.com](http://efficiencymaine.com) for more information.

### 2.4 Eligible Equipment

To be eligible, equipment must be a Level 2 EV charger that is new and unused (not refurbished or remanufactured), has a minimum capacity of 208-240V/30A (continuous), is certified by the Underwriters Laboratories, Inc. (UL), or equivalent safety standard, complies with all National Electrical Code and Federal Communications Commission regulations for safety and operation requirements, and is able to charge vehicles made by multiple manufacturers. A charger may have a single plug or may be equipped with dual plugs. Chargers may be networked or non-networked.

### 2.5 Eligible Projects

Projects must install a minimum of two and a maximum of four plugs per applicant per site. Projects must include signage or pavement painting/stripping to indicate that parking spaces are for EV charging only. Chargers must be available to the public year-round, 24 hours a day, seven days a week. Chargers that will be used primarily for charging vehicles from a public or private fleet are not eligible. If the applicant intends to apply restrictions that prevent the chargers from being available to the public 24/7, the applicant must seek a waiver of the 24/7 requirement, describing the restrictions in the Application Form and explaining why they are reasonable. In no case will Efficiency Maine agree to waive the requirement of this section where the chargers will be available to the public less than 12 hours a day, seven days a week, year-round. Efficiency Maine will consider waivers on a case-by-case basis.

In addition, applicants must agree to:

- a. Operate and maintain each Level 2 charger for at least five (5) years from the date the charger installed under this FON becomes fully operational;
- b. Address interruptions in service due to malfunctions in equipment or networking services in a timely manner, and in the event of extended downtime notify drivers of the interruption to service through appropriate sources, including, but not limited to, website and application hosts;
- c. Provide snow removal to ensure access during/after inclement weather;
- d. List the EV charger as "public" on the [PlugShare.com](http://PlugShare.com) website and the [Alternative Fuels Data Center](http://Alternative Fuels Data Center) website; and
- e. **Not**, during the first five years after signing the Terms and Conditions, move a Level 2 charger installed with funds from this FON to another Host Site location, sell or take such Level 2 charger out of service for any reason, without prior written approval from the Trust.

### 2.6 Eligible Costs

When determining the amount of the incentive to be awarded, Efficiency Maine will apply 80% to eligible costs of the price quote submitted with the application. Eligible costs are limited to:

1. Charging equipment;
2. Installation and commissioning of charging equipment;
3. Networking subscription costs for the first five years of operation (where applicable).  
Networking subscription costs must be billed, and will be reimbursed only if they have been paid, as a single, upfront, lump-sum cost;
4. Electrical service upgrades and/or circuits;
5. Mounting hardware (e.g., pedestals) and bollards (where applicable); and
6. Construction costs (e.g., excavation, paving, signage) essential to installation of the chargers.
7. Extended warranties or maintenance contracts for a period not to exceed five (5) years when billed and paid as a single, upfront, lump-sum cost.

Any other costs such as landscaping and site preparation not directly necessary for the installation of the chargers are not eligible. Costs incurred prior to the FON Issue Date are not eligible.

#### SECTION 4: APPLICATION REQUIREMENTS

An application must include all of the following contents:

1. **Application Form (Attachment A)**
  - One signed, completed Application Form, signed by the Applicant and, in the case that the Applicant is not the Property Owner, signed by the Property Owner or Property Manager. The signatures may be scanned or signed using an electronic signature.
2. **Project Price Quotes (Attachment B)**
  - Bona fide price quotes from at least one vendor for each of the following project elements:
    - Charging equipment;
    - Installation and commissioning of charging equipment;
    - Networking subscription costs for the first five years of operation (where applicable).  
Networking subscription costs must be billed, and will be only be reimbursed if they have been paid, as a single, upfront, lump-sum cost;
    - Electrical service upgrades and/or circuits;
    - Mounting hardware (e.g., pedestals) and bollards (where applicable); and
    - Construction costs (e.g., excavation, paving, signage) essential to installation of the chargers.
  - While multiple price quotes are not required, Efficiency Maine encourages applicants to obtain multiple quotes for each project element.
3. **Charging Equipment Specification Sheets (Attachment C)**
4. **Project location photograph (Attachment D)**
  - One photograph of the exact proposed site for the chargers. If the site will be located on a lot that has not yet been built, a drawing may be substituted for a photo.



## SECTION 5: SUBMITTAL INSTRUCTIONS

Project applications must include all materials (including any required attachments) as requested in Section 4 and are to be emailed to [EV@efficiencymaine.com](mailto:EV@efficiencymaine.com) by the program applicant. The email subject line must include "EVI-FON-001-2023". All elements of the completed application must be contained in and received through a **single email**. An applicant must submit a separate, complete application for each individual site at which they seek an incentive for Level 2 chargers.

For questions throughout the process, applicants are encouraged to speak with a contractor familiar with EV charging equipment (see [About EV Charging page](#)) or to contact the Program Team at (866) 376-2463 or [EV@efficiencymaine.com](mailto:EV@efficiencymaine.com).

The following Efficiency Maine resources are available to help applicants learn more about EV charging and installing EV chargers at public locations:

- About EV Charging: <https://www.efficiencymaine.com/at-work/electric-vehicle-charging/>
- EV Charger Installation Information for Property Owners: <https://www.efficiencymaine.com/at-work-electric-vehicles-and-charging-solutions/>
- Background on Efficiency Maine's EV Initiatives: <https://www.efficiencymaine.com/at-work/electric-vehicle-supply-equipment-initiative/>

## SECTION 6: PROJECT APPROVAL AND INCENTIVE OFFER PROCESS

For applications received by the deadline listed in Section 1.3, Efficiency Maine will review the data submitted to ensure eligibility and completeness. Efficiency Maine reserves the right to request additional information during the review process.

Once Efficiency Maine completes its review, it will make a formal incentive pre-approval offer through an "Incentive Offer Letter" and Terms and Conditions emailed to the applicant. The Incentive Offer Letter and Terms and Conditions will indicate the approved project incentive pending project completion. Because incentives received by the applicant may be taxable by the federal, state, and local government, a W-9 will be sent with the Incentive Offer Letter to ensure correct tax information of the applicant. If the applicant wishes to accept this incentive offer, the applicant must sign the Incentive Offer Letter and Terms and Conditions and return them with the completed W9 for the applicant via email.

Efficiency Maine will confirm receipt of an applicant's acceptance of the pre-approval incentive offer via email to the contacts listed on the Application Form. Pre-approval offers for local governments and libraries will be sent from Efficiency Maine to The Nature Conservancy for project and budget tracking.

## **SECTION 7: PROJECT COMPLETION PROCESS**

Upon completion of all work as outlined in the Application Form (see Section 1.3 for project completion deadline), the applicant must sign and return the Project Completion Form along with any material invoices to the email address listed in Section 4. Efficiency Maine will conduct a final project review and process the applicant's incentive(s). Once the final project review has been completed, Efficiency Maine will send the applicant its portion of the total incentive and provide The Nature Conservancy with final documentation. The Nature Conservancy will then process and send their portion of the project incentive. The Nature Conservancy will mail a check to the address listed in the Application Form. Efficiency Maine reserves the right to conduct a post-installation inspection during the final project review. Efficiency Maine will conclude all approved incentive payments by June 30, 2023.



For general information about electric vehicles (EV) and charging infrastructure visit [efficiencymaine.com/ev](http://efficiencymaine.com/ev). For more information about this Level 2 EV Charger Funding Opportunity Notice, visit: [efficiencymaine.com/EVI-FON-001-2023](http://efficiencymaine.com/EVI-FON-001-2023).

**SECTION 1 - GENERAL INFORMATION**

Please complete form and submit by email to [ev@efficiencymaine.com](mailto:ev@efficiencymaine.com). Applicants must submit a separate form for each installation address. See the Required Supporting Documentation Checklist at the end of this form to ensure all required materials are attached before submission.

Primary Contact/Applicant Information		Charger Site Information		
Name of Applicant		Installation Street Address		
Primary Contact Name		City	State	Zip
Primary Contact Phone		Does the applicant <u>own</u> the property where chargers will be installed? (Yes/No)		
Name of Electric Utility Provider		Describe exact charger location(s) at the site (for example, northwest corner of parking garage, east side of parking lot).		
Mailing Address:		Property Type: <input type="checkbox"/> Local or tribal government <input type="checkbox"/> Private business <input type="checkbox"/> Public library (municipal or non-profit) <input type="checkbox"/> Other non-profit organization <input type="checkbox"/> Other		
City	State			

**AUTHORIZED SIGNATURE OF APPLICANT (Required)**  
 I, the undersigned, am authorized to commit my company to this proposal. I attest that the information contained in this application is true and accurate to the best of my knowledge and that I have enclosed the required Supporting Documentation.

Print Full Name: _____ Title: _____	Applicant Signature: _____ Date: _____
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**AUTHORIZED SIGNATURE OF PROPERTY OWNER OR PROPERTY MANAGER (Only required if Applicant is not the property owner)**  
 I, the undersigned, consent to the Applicant's proposal to install and operate EV chargers on my property for at least five years from the date of commissioning of the equipment.

Print Full Name: _____ Title: _____	Signature: _____ Date: _____
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**SECTION 2 – PROJECT VENDORS AND COSTS**

For each project element below, indicate the vendor you intend to use to complete the proposed installation and provide the price quote you received from that vendor; for any project element labeled “where applicable,” mark “N/A” if it does not apply to your project costs; a specific vendor may be named for more than one project element. Please attach a copy of each of the price quotes listed with the application.

**1. Charging equipment**

Vendor:	Price: \$ _____
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**2. Installation and commissioning of charging equipment**

Vendor:	Price: \$ _____
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**3. Networking (software, commissioning, and subscriptions) (where applicable)**

Vendor:	Price: \$ _____
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**4. Electrical service upgrades and/or circuits (where applicable)**

Vendor:	Price: \$ _____
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**5. Mounting hardware (e.g., pedestals) and bollards (where applicable)**

Vendor:	Price: \$ _____
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**6. Construction costs (including excavation, paving, signage) (where applicable)**

Vendor:	Price: \$ _____
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**7. Other Eligible Costs (where applicable)**

Vendor:	Price: \$ _____
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<b>Total Cost of Project Elements 1-7</b>	<b>Cost: \$ _____</b>
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SECTION 3 – CHARACTERISTICS OF CHARGER, SITE, AND OPERATIONS PLAN	
Will the charger(s) be available to the public year-round, 24 hours a day, seven days a week?	<input type="checkbox"/> Yes / <input type="checkbox"/> No
If not, please describe the restrictions that will prevent the chargers from being available to the public 24/7.	
Will the chargers be networked? <i>“Networked” refers to a combination of EV charging equipment components, software and communications capabilities that allows for centralized management, administration, communication, diagnostics, data collection, and potential point of sale capabilities. See “Section 2: Definitions” in FON for more detail.</i>	<input type="checkbox"/> Yes / <input type="checkbox"/> No
How many total new plugs (connectors) are proposed at the site?	
What is the earliest date this project would be installed and operational?	
What is the latest this project would be installed and operational?	

Required Supporting Documentation (Checklist)	
<input type="checkbox"/>	<b>Attachment A</b> – Project Application Form signed by an eligible applicant
<input type="checkbox"/>	<b>Attachment B</b> – <i>Bona fide</i> written price quotes itemized for: (i) charging equipment; (ii) installation and commissioning of charging equipment; (iii) networking subscription costs for the first five years, paid upfront (where applicable); (iv) electrical service upgrades and/or circuits; (v) mounting hardware (e.g., pedestals) and bollards (where applicable); and (vi) construction costs (including excavation) (where applicable).
<input type="checkbox"/>	<b>Attachment C</b> – Charging equipment specification sheets
<input type="checkbox"/>	<b>Attachment D</b> – Project location <b>photograph</b> . You must include one photograph of the exact proposed site for the chargers. If the site will be located on a lot that has not yet been built, a drawing may be substituted for a photo.



## SAMPLE Incentive Offer Letter

Electric Vehicle Initiatives  
Funding Opportunity Notice (FON) 001-2023  
Rural Level 2 Electric Vehicle (EV) Charging



August XX, 2022

Applicant Name- Application #  
ATTN: Contact Name  
Application Status: APPROVED

Dear XX. XXXXX:

Efficiency Maine is pleased to inform you that your project application submitted in response to EVI-FON-001-2023 has been approved. Efficiency Maine has approved an incentive award for \$XXX or 80% of the final project costs, whichever is less<sup>1</sup>, to install and operate Level 2 chargers at PROJECT LOCATION consistent with the terms of your application. [FOR LOCAL GOVERNMENTS/LIBRARIES ONLY: This project is eligible for an additional incentive of \$2,000 per plug from The Nature Conservancy, provided that the total combined incentives from Efficiency Maine and The Nature Conservancy do not exceed 90% of the total project cost. Incentives from The Nature Conservancy will be paid separately after the project has been completed and Efficiency Maine's portion of the incentive has been paid.]

The incentive award is subject to your timely acceptance of this offer and compliance with the Efficiency Maine Trust Terms and Conditions for EVI FON-001-2023, which are expressly incorporated herein. Please sign and return this document (see page 6) within 60 days from the date of this Incentive Offer Letter, after which time the offer expires. Send the signed document to [ev@efficiencymaine.com](mailto:ev@efficiencymaine.com).

Thank you for helping expand the network of electric vehicle chargers in Maine. If you have questions concerning this Incentive Offer Letter, you may call Molly Siegel at 866-376-2463.

We look forward to working with you.

Sincerely,

A handwritten signature in cursive script that reads "Molly Siegel".

Molly Siegel, Program Manager, EV Initiatives  
Efficiency Maine

APPROVED:  Michael Stoddard, Executive Director

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<sup>1</sup> For purposes of calculating the value of the "80% of final project costs," we will not consider costs in addition to those detailed in the proposal. Furthermore, we will calculate the final incentive based on paid invoices and receipts for actual "as built" project costs if they are less than what was proposed in the original application.

## TERMS AND CONDITIONS

The Trust issued a Funding Opportunity Notice, EVI FON-001-2023, (the "FON") seeking proposals for installation and operation of Level 2 EV charging equipment designed to meet certain program criteria and to advance Maine's Electric Vehicle Supply Equipment Initiative (the "Program"). The Recipient submitted an application (the "Application") in response to the FON for funding of a certain project under the Program (the "Project"). The Trust has determined that the Recipient's Proposal satisfies the Program criteria and, in reliance upon Recipient's representations contained in the Application and Recipient's covenants and commitments contained in this Agreement, has made an incentive offer to the Recipient for implementation of the Project as contained in the Application and Incentive Offer Letter (the "Incentive Award"). Recipient acknowledges that the Incentive Award is subject to these Terms and Conditions and the Recipient agrees to comply with these Terms and Conditions in consideration of receipt of the Incentive Award.

### **1. Incentive Award; Disbursements**

- 1.1 The Trust will provide Recipient an Incentive Award as set forth in the Incentive Offer Letter to be used solely for eligible costs as outlined in the FON in connection with the acquisition and installation of Level 2 EV charging station equipment consistent with the Trust's Program and Recipient's Proposal. The Trust reserves the right to adjust the Incentive Award as necessary to maintain compliance with the Trust's established Program funding criteria and any limitations as set forth in the FON.
- 1.2 The Trust expects to disburse Incentive Award amounts within thirty (30) days of Project completion and a review of the Recipient's invoices and other documentation that verify Project completion according to the terms of the award. If the Trust determines that the Level 2 EV charging equipment was not installed in a manner consistent with the Proposal or Program, if ineligible equipment was installed, or if the installation is not consistent with generally accepted construction practices, the Trust may require changes before making payment. The Trust reserves the right to seek a complete refund, and Recipient shall be obligated to provided complete reimbursement to the Trust, for all Incentive Award amounts paid if, at any time, the Trust learns that, during the term described in Section 2.6, the approved equipment was not installed, was disconnected, was removed or relocated, was installed at a location that was not pre-approved by the Trust in writing, or is not available to the public year-round, 24 hours a day, seven days a week, unless such requirement was expressly waived by the Trust in writing. In no event shall the Level 2 EV charging equipment be moved outside of the State of Maine.
- 1.3 Recipient must provide copies of all invoices and other documentation that verify the costs of purchasing and installing the approved Level 2 EV charging equipment, including all materials, labor, and equipment discounts. Invoices must indicate a verifiable breakout of all equipment purchased for installation under this Agreement. The Trust has the right at any time to require invoices from the contractor to determine the price paid by the contractor to its supplier (including any discounts or incentives) for the equipment subsidized by the Incentive Award.
- 1.4 It is a condition of disbursement of the Incentive Award that the Level 2 EV charging equipment, and any associated electrical components, be approved by the Underwriter's Laboratory (UL). The Trust may, at its discretion, require that Recipient undertake, at its own expense, testing of proposed equipment that does not carry the Listed Mark by UL, or an equivalent independent testing facility approved in advance by the Trust.
- 1.5 Recipient shall expend Incentive Award funds only for approved Project purposes and only in accordance with the terms and conditions of the Program and this Agreement.
- 1.6 The Trust will not reimburse Recipient for any cost or expense that is an ineligible cost as set forth in the RFP, is contrary to this Agreement, or is contrary to applicable law. Any expenditure by Recipient or commitment by Recipient to expend funds for the Project prior to the effectiveness of this Agreement is at Recipient's risk. Reimbursement of Project funds expended or committed by Recipient prior to the effectiveness of this Agreement is at the Trust's sole discretion.

- 1.7 By submitting any invoice or request for reimbursement, Recipient is representing that the services or costs identified in the invoice or request for reimbursement have been provided or incurred, are within the approved Project scope, and that such costs and expenses are proper and allowable under this Agreement. By paying all or a portion of any invoice or request for reimbursement, the Trust does not waive its right to recover any payment or reimbursement later determined to be improper or not allowable under this Agreement.
- 1.8 Recipient must install the Project within the time period specified in the FON. If Recipient fails to advise the Trust that the Project is complete or fails to provide required post-installation documentation within 30 days of Project installation, payment of the Incentive Award may be delayed or denied.
- 1.9 The Trust reserves the right to make follow-up visits to Recipient's equipment installation location or facility to ensure ongoing compliance with this Agreement.

## **2. Standards of Performance**

- 2.1 Recipient shall be solely responsible to (i) secure all necessary rights and licenses to install and operate the Level 2 EV charging equipment at the approved host site location; (ii) acquire all equipment and materials necessary for complete performance of the Project; and (iii) furnish or arrange for qualified licensed contractors, suppliers, service providers and other personnel as necessary for the complete performance of the Project. Recipient shall, and shall cause its contractors to, perform all work and services in connection with the Project in a timely, professional, and workmanlike manner.
- 2.2 Recipient shall, and shall ensure that its contractors, abide by and conform to applicable state, federal, and local laws, ordinances, rules, codes, regulations, and standards in the performance of the Project. Recipient is solely responsible for obtaining all permits, approvals, registrations, and licenses as may be required for installation and operation of the Level 2 EV charging equipment.
- 2.3 Recipient is solely responsible for all costs, expenses, fees, taxes, and other assessments arising from or relating to the installation and operation of the Level 2 EV charging equipment, including energy charges.
- 2.4 Recipient shall keep the Trust apprised of all material developments in connection with the Project. The Trust reserves the right to monitor Recipient's performance of this Agreement in order to verify compliance.
- 2.5 Installed Level 2 EV charging equipment must meet the minimum design and performance criteria, including electrical current rating, specified in the FON, which requirements are expressly incorporated in this Agreement. All equipment shall be new and unused (not refurbished). All equipment and associated electrical interconnections must be installed in a manner consistent with manufacturer recommendations and applicable code requirements.
- 2.6 Recipient, or its successor in interest to the property, shall maintain and keep the Level 2 EV charging equipment in operation at the approved location for a minimum of five (5) years from the date of commissioning of the equipment.
- 2.7 Recipient shall operate and use the Level 2 EV charging equipment funded in whole or in part with the Incentive Award only for the purposes intended by the Program and this Agreement.
- 2.8 Recipient shall ensure that the Level 2 EV charging equipment is available to the public, with appropriate signage, and that installation of the Level 2 EV charging equipment is compliant with applicable ADA accessibility standards.
- 2.9 Recipient shall keep the Level 2 EV charging equipment in good repair and reasonably protected from damage and vandalism.
- 2.10 The Trust does not make any representations of any kind regarding the results to be achieved by the Project. The Trust does not endorse, guarantee, or warrant any particular vendor, contractor, manufacturer or product, and it provides no warranties, express or implied, for any product or services. Neither the Trust nor its consultants are

responsible for assuring that the design, engineering, or construction of the Project or installation of the Level 2 EV charging equipment is proper or complies with any particular laws, codes, or industry standards. Recipient is solely responsible for the design and implementation of the Project.

### **3. Recipient Representations and Responsibilities**

- 3.1 Recipient acknowledges that the Incentive Award is provided for the purposes specified in the FON and the Program described therein and must be used in compliance with the FON and Program requirements and all applicable regulations.
- 3.2 All requirements, restrictions and obligations regarding the use of Program Incentive Awards are deemed incorporated in this Agreement and Recipient agrees to comply with all such requirements, restrictions and obligations. Recipient represents and warrants that no portion of the Program Incentive Award will be used for any purpose not expressly approved in the Incentive Offer Letter.
- 3.3 Recipient represents that it is eligible to receive the Incentive Award and that it is not suspended, debarred or disqualified from receiving state contracts, incentives, awards or other appropriations.
- 3.4 Recipient represents that there has been no material adverse change in the business, operations, or financial condition of Recipient, or in the matters described in Recipient's Proposal pertaining to the Project, since the submission of the Proposal. Recipient represents that neither the Proposal, nor any document, report, or certification given by Recipient in connection with this Agreement or the Project contains any untrue statement of material fact or any knowing omission of material fact. Recipient shall notify the Trust of any material change in Recipient's status or condition that could have a material adverse effect on Recipient's ability to complete and implement the Project as described in Recipient's Proposal and this Agreement.
- 3.5 Recipient represents that the Project will be performed in the State of Maine and that the Incentive Award will be expended solely for construction and operation of Level 2 EV charging equipment in the State of Maine. Recipient represents and warrants that the equipment and measures funded in whole or in part through the Incentive Award shall not be resold, transferred, or moved from the Project location during the term described in Section 2.6..
- 3.6 Recipient acknowledges that a breach of any representation contained herein or the provision of any false or misleading information or knowing omission of material information in connection with the Project, whether by Recipient or its agents, may result in termination and revocation of the Incentive Award, require the immediate reimbursement of any Incentive Award amounts previously disbursed, and may result in Recipient's suspension or debarment from participation in Trust programs.

### **4. Suspension of Incentive Award**

- 4.1 The Trust may suspend Incentive Award disbursements and payments to Recipient for: (i) Recipient's failure to comply with the terms and conditions of this Agreement; (ii) Recipient's failure to execute the Project with due diligence; or (iii) a material adverse change in Recipient's legal, business, or financial status.
- 4.2 The Trust shall provide Recipient with written notice of its decision to suspend Incentive Award disbursements and payments under this provision and shall provide Recipient with an explanation of the reasons therefor. The Trust shall specify the remedial actions that the Recipient must complete to successfully secure reinstatement of the Incentive Award.

### **5. Termination of Agreement**

- 5.1 The Trust may declare Recipient to be in default of this Agreement upon the occurrence of any of the following events or circumstances ("Events of Default"): (i) Recipient's material breach of any representation, covenant, condition, or obligation under this Agreement; (ii) Recipient's violation of law; (iii) Recipient's failure to make regular and substantial progress toward the performance and completion of the Project; (iv) Recipient's failure to provide any periodic or final reporting or accounting as required under this Agreement or applicable law; (vi)



Recipient's insolvency, receivership, assignment for the benefit of creditors, foreclosure, or voluntary or involuntary bankruptcy; or (vii) any event of default identified elsewhere in this Agreement.

- 5.2 Without prejudice to any other rights or remedies, the Trust may terminate this Agreement upon any Event of Default by providing Recipient with thirty (30) days written notice of the Trust's intent to terminate, and the grounds therefor. Termination shall occur if any Event of Default remains fully or partially uncured thirty (30) days after the Trust has provided Recipient with the written notice of intent to terminate. The Trust shall have no further obligation to Recipient after termination.
- 5.3 Notwithstanding anything to the contrary in this Agreement, the Trust may terminate this Agreement, in whole or in part, in its discretion and without penalty, in the event that Program funds are de-appropriated, re-allocated or restricted by any governmental authority or court order, the Trust's authorization to operate or administer the Agreement or the Program is withdrawn or curtailed, there is a material change in Project or Program conditions, or there is a material change in legislation affecting the Trust's authority or operations.
- 5.4 The Trust reserves all rights and remedies available at law or in equity in the event of a breach of this Agreement by Recipient including, without limitation, the right to demand reimbursement of all Incentive Award funds disbursed under this Agreement and, upon such demand, Recipient shall immediately so reimburse the Trust. Without limiting the foregoing, in the event of Recipient's breach or default, Recipient shall pay on demand all of the Trust's costs, fees (including attorney and paralegal fees and disbursements, including such fees or disbursements arising in any bankruptcy case or proceeding), expenses, and damages of any kind incurred by or imposed on the Trust in connection with or as a consequence of Recipient's breach of this Agreement, including costs of collection and recovery of the Incentive Award. The various rights, remedies, options and elections of the Trust in this Agreement are cumulative and not exclusive of any other right, remedy, or power allowed or available at law or in equity.

## **6. Insurance; Indemnity; Damages Limitation**

- 6.1 Recipient agrees to indemnify, defend and save harmless the Trust and its officers, trustees, agents and employees from and against any and all demands, suits, actions, claims, injuries, liabilities, losses, damages, costs, fees, and expenses (including attorney fees and legal expenses and the costs of enforcing any right to indemnification under this Agreement) made against or suffered or incurred by the Trust resulting from or arising out of Recipient's performance of this Agreement, the Project, or the installation or operation of the equipment funded in whole or in part by an incentive, incentive or award provided by the Trust. Claims to which this indemnification applies include, without limitation: (i) claims of any contractor, subcontractor, materialman, laborer and any other person, firm, corporation or other entity providing work, services, materials, equipment or supplies in connection with the performance of this Agreement or the Project; (ii) personal injury, death, or property damage suffered or incurred by any person or entity arising from the Recipient's performance of this Agreement or the installation or operation of the Project, including claims of Recipient's employees, agents, or contractors and subcontractors; and (iii) claims arising or resulting from Recipient's breach of this Agreement or violation of law. Recipient's indemnity obligations apply without regard to any alleged negligence of the Trust and without regard to any immunity that might otherwise be accorded under the workers' compensation laws. This indemnification is intended to be as broad as the law allows. This provision survives termination or expiration of this Agreement.
- 6.2 Recipient shall procure and maintain adequate insurance with coverage for the activities and risks associated with the Project and shall procure and maintain replacement value "all risk" property and casualty insurance covering the Level 2 EV charging equipment funded with the Incentive Award.
- 6.3 The Trust's sole obligation and total liability under this Agreement will be limited to paying the Incentive Award amounts specified in Recipient's Incentive Offer Letter that are properly due and payable under the terms of this Agreement. In no event shall the Trust be liable to Recipient or any person or entity claiming through Recipient for indirect, incidental, special or consequential damages of any kind, all of which are expressly waived by Recipient. Nothing in this Agreement shall be construed as a waiver or limitation of the Trust's immunity from or limitation of liability as a government entity, which immunities and limitations of liability the Trust hereby expressly retains. No



person or entity that is not a party to this Agreement may assert any right or make any claim under this Agreement. This provision survives termination or expiration of this Agreement.

## **7. Miscellaneous Provisions**

- 7.1 **Data and Information in Support of the Program.** Recipient authorizes access by the Trust to usage, utilization, energy, and performance information relating to the equipment funded in whole or in part by the Incentive Award where such information is available. The Trust may be required to report on the use and performance of the Level 2 EV charging equipment. Information from these reports may be made available to the public. Recipient agrees to cooperate with the Trust on such reporting and shall provide information related to the Incentive Award, this Agreement, and the Project as requested or required by the Trust to meet its obligation to provide accurate, complete, and timely information to the public, to meet the Program reporting requirements, and/or to comply with state or federal law or regulation. Recipient agrees to allow independent, third-party verification of Project performance and energy utilization as may be requested by the Trust.
- 7.2 **Site Visits.** The Trust has the right to make site visits at reasonable times to review Project progress, performance, and operation. Recipient shall provide reasonable access to facilities, resources, and assistance for the safety and convenience of the Trust and its representatives to perform their duties. All site visits will be performed in a manner that does not unduly interfere with or delay the work or operations of Recipient or its contractors.
- 7.3 **Independent Capacity.** Recipient is an independent party and is not an agent or representative of the Trust. Recipient has no authority to represent or bind the Trust in any manner. Recipient shall be solely responsible for the performance of the Project and the conduct of its employees, agents and contractors. In no event shall the Trust be deemed an employer, partner, or agent of Recipient or any of Recipient's personnel. Recipient shall select its own vendor or contractor to provide the equipment and perform the work contemplated by this Agreement, provided they are licensed and authorized to do business as may be required under any applicable law. In no event shall the Trust be responsible or liable for any act or omission of Recipient, its employees, agents, contractors, or vendors. The Trust reserves the right to prohibit specific vendors or contractors from Program participation.
- 7.4 **Measure Life.** It is the express intention of the Parties that the equipment funded in whole or in part with the Incentive Award shall be used for the purposes intended under the Program and this Agreement, and that all such equipment funded by the Trust will be used for its rated useful life.
- 7.5 **Assignment.** During the term identified in Section 2.6, Recipient shall not assign or otherwise transfer or dispose of its rights, interest, duties or obligations under this Agreement, including any right or interest in the equipment funded with the Incentive Award, without the prior express written consent of the Trust. The Trust may impose reasonable conditions on any transfer or assignment. Any purported transfer or assignment without prior written consent of the Trust shall be null and void.
- 7.6 **Records.** Recipient shall make and retain all project records (including financial records, progress reports, service, equipment, and material orders, invoices, evidence of payment, and payment and reimbursement requests) for a minimum of five (5) years following the expiration or termination of this Agreement. Recipient shall permit the Trust or its authorized representatives to examine such records and to interview any officer or employee of Recipient or any of its contractors regarding the work performed under this Agreement. Recipient shall furnish copies of all such records upon request.
- 7.7 **Taxes.** Recipient shall be solely responsible for the determination and payment when due of all taxes that may be due in connection with the Incentive Award and the Project, including, without limitation, income, property, excise and use taxes. Incentive Awards received by Recipient may be taxable. Recipient must provide its tax identification number for payment processing. Incentive Award payments in excess of \$600 made to unincorporated entities will be reported by the Trust on IRS Form 1099-MISC.
- 7.8 **Governing Law; Entire Agreement.** This Agreement shall be governed in all respects by the laws, statutes, and regulations of the State of Maine. Any legal proceeding instituted by the Trust or Recipient regarding this

Agreement shall be brought in State of Maine administrative or judicial forums. This Agreement contains the entire Agreement of the parties and supersedes any prior discussions, understandings, and agreements, whether oral or in writing. The Agreement may be amended only in writing signed by the parties. This Agreement, and the rights and obligations hereunder, shall inure to the benefit of the Parties and their permitted assigns. No waiver shall be deemed to have been made by any of the Parties unless expressed in writing and signed by the waiving party.

By acknowledging this Incentive Offer Letter, you are representing that you have authority to accept the offer and to bind the applicant to its terms, and are doing so on behalf of the applicant.

\_\_\_\_\_

Applicant Name

\_\_\_\_\_

Date

DRAFT

# Memo

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## Executive Session

Executive Session pursuant to 1 M.R.S.A. §405(6)(C) - real estate.