

**Town of Belgrade  
Board of Selectpersons**

**June 7, 2022 / 6:30 p.m.  
Belgrade Town Office  
990 Augusta Road**

**This meeting will be conducted in person.  
The public may also view the meeting and participate online at  
<https://us02web.zoom.us/j/81131427984>**

**A G E N D A**

**Call to order and Pledge of Allegiance**

***Open meeting***

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

**1. PUBLIC COMMENT**

**2. OLD BUSINESS**

- A. Approval of May 17, 2022, **Selectboard minutes.**
- B. Discussion and consideration of **harassment and sexual harassment policy.**

**3. NEW BUSINESS**

**A. Appointments:**

- 1. Appoint Bruce Galouch as first responder for Sea Coast Security
- 2. Appoint Michial Heino - Interim Sexton
- 3. Re-appointment of Jessica White - Board of Parks & Recreation

**B. Discussion and consideration of 2021 update to the **Kennebec County Hazard Mitigation Plan.****

**C. Discussion and consideration of **hiring a safety consultant.****

**D. Discussion with All State Materials Group about **East-West Lane shimming costs.****

**E. Update from **Code Enforcement Officer Richard Greenwald.****

**F. Discussion and consideration of **cable franchise renewal agreement.****

**G. Discussion and consideration of **purchase of a cemetery plot** by non-resident Joyce E. Bulmer.**

**H. Board of Parks & Recreation – Recommendations**

**I. Animal Control Officer Resignation Letter**

**4. WARRANT**

**5. TOWN MANAGER REPORT**

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

Open Board Meeting  
Enter Executive session

Executive Session: Pursuant to 1 M.R.S.A. § 405  
(6)(C) for the purpose of real estate

**Town of Belgrade  
Board of Selectpersons**

May 17, 2022 / 6:30 p.m.  
Belgrade Town Office  
990 Augusta Road

This meeting can be viewed at

<https://youtu.be/LnDajL7HJ80>

**MINUTES**

**Selectboard members present:** Melanie Jewell, Barbara Allen, Carol Johnson, Rick Damren, Dan Newman.

**In-person attendees:** Town Manager Anthony Wilson, Transfer Station Committee chair Bruce Galouch, Maid 4 U owner Tammy Holt, Charlie Emerson of All State Materials Group.

**Remote attendees:** Appeals Board member Nicholas Alexander, Roads Committee member Jack Sutton, Cemetery Committee chair Phil Sprague, Appeals Board member Dick Bourne, Town Clerk Mary Vogel, Nancy Kelly, Road Commissioner Jason Stevens,

Ms. Allen called the meeting to order at 6:30 p.m. and led the Pledge of Allegiance. Ms. Johnson moved to open the meeting. Mr. Damren seconded. Motion approved 3-0. Ms. Jewell and Mr. Newman were not yet in attendance.

**1. PUBLIC COMMENT.** There was no public comment.

**2. OLD BUSINESS**

- A. Approval of May 3, 2022, **Selectboard minutes.** Ms. Allen moved to approve the minutes as presented. Ms. Johnson seconded. Motion approved 3-0. Ms. Jewell and Mr. Newman were not yet present.
- B. Discussion of a **gathering for all Town employees, board and committee members.** The Board estimated that with “plus ones,” attendance at such a gathering would be about 150 people. Board members talked about an after-work event or a Sunday luncheon. It was agreed the fall would be a better season than summer for the gathering. The Board said it will revisit the idea in July and consider a survey for all Town employees and committee members to determine interest.
- C. Discussion and consideration of **harassment and sexual harassment policy.** After being presented a policy from Town Attorney Ann Freeman, the Board asked the town manager to solicit policies from other communities, including whether they require harassment training of volunteers such as committee members. The town manager said he will solicit those policies the following day. Another idea discussed was placing a notice on committee applications that

harassment training is required of committee members, posting a private YouTube link to the training video, and having volunteers DocuSign a statement afterward confirming they have undergone the training.

### 3. NEW BUSINESS

#### A. Appointments.

1. Michial Heino – Cemetery Committee (reappointment). Ms. Allen moved approval. Ms. Johnson seconded. Motion approved 3-0. Ms. Jewell and Mr. Newman were not yet present.

#### B. Discussion and consideration of awarding the following **contracts**:

1. **Road-paving.** Mr. Newman moved to approve the bid of Pike Industries for \$775,192, excluding the Transfer Station Road. The excavation and gravel work will be paid from the Road Maintenance Capital Reserve; a warrant article will be considered for any cost overages. Mr. Damren seconded. Motion approved 5-0.
2. **Chip-sealing.** Ms. Jewell moved to approve the bid of All State Materials Group for \$112,702. Mr. Newman seconded. Motion approved 5-0.
3. **Cleaning services.** Ms. Johnson moved approval of the bid, including a deep cleaning of the Center for All Seasons and its gym floor. Ms. Allen seconded. Motion approved 3-0. Ms. Jewell and Mr. Newman were not yet present.

- #### C. Discussion and consideration of **issuing road-paving bond.** Ms. Jewell moved to approve the bid of Androscoggin Bank for an interest rate of 3.21 percent and total interest of \$27,453.59. Mr. Newman seconded. Motion approved 5-0. Mr. Newman moved to approve the attached proposed vote drafted by the Town's bond counsel. Ms. Allen seconded. Motion approved 5-0.

- #### D. Consideration of **notice of election** for RSU 18's June 14 referendum. Ms. Johnson moved approval. Ms. Allen seconded. Motion approved 4-0. Mr. Newman was not yet present.

4. **WARRANT.** Ms. Allen moved approval of warrant 55 for \$35,017.01. Ms. Johnson seconded. Motion approved 5-0.

5. **TOWN MANAGER REPORT.** The town manager noted the MMA will soon provide guidance regarding changes in the remote meeting law; that could lead to changes in the Town's policy, including whether each committee must adopt its own policy after conducting a public hearing.

Safety consultant Lynn Martin will attend the June 7 meeting to discuss her services and fees for providing safety manuals and guidance to the Maintenance Garage, the Recreation Department and the Town Office.

Interim Town Manager Dennis Keschl has been provided a memo detailing outstanding issues for the Town. The outgoing town manager has also offered to meet at Mr. Keschl's convenience to answer his questions and provide further detail. He has also assured Mr. Keschl his cooperation following his departure.

The town manager and Town Clerk Mary Vogel inquired about Board interest in licensing short-term rentals and victualers to generate Town revenue. The Board said it wanted to learn more from some documents on the issue that Mrs. Vogel received from a law firm during some recent training.

6. **EXECUTIVE SESSION:** 1 M.R.S.A. §405(6)(A) – Personnel matter. The Selectboard exited open session and entered executive session at 8:41 p.m. The Board exited executive session and re-entered open session at 9:10 p.m. No action was taken. The meeting adjourned at 9:11 p.m.

# Memo

To: Board of Selectpersons  
From: Anthony Wilson, former town manager  
Date: June 7, 2022  
Re: Harassment policy

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Following the May 17 discussion, I solicited policies from other communities through the Maine Town & City Managers Association listserv. I received the five attached policies from Biddeford, Lewiston, Oakland, Orono and Richmond.

Also attached is a harassment policy provided and endorsed by Ann Freeman, a labor and employment law attorney at Bernstein Shur, the Town's legal counsel. She endorsed including volunteers in the policy, stating it "can and should apply to all people who come into contact with employees, elected officials, etc. at town hall."

When asked about requiring volunteers to undergo harassment training, Ms. Freeman responded: "The law does not require training of volunteers. Indeed, the law only requires training for employees within the first year of their employment for employers with 15 or more employees. Mandating training for at least your employees once a year is certainly best practice, regardless of the law, so I would continue to do that for your employees. For volunteers, you could certainly make that a part of their training at the commencement of their service and if they are regular volunteers, then perhaps require it each year thereafter if it is cost-effective for the town.

"One thing to keep in mind is that if you include the training in the policy (i.e. employees receive training annually ...), it is imperative that the Town ensure the training is completed. Otherwise, if you ever let the training lapse, that could be problematic evidence in the face of a sexual harassment complaint."

In a follow-up question, she advised, "Any training is better than no training. So if you have a cost-effective way, then I would absolutely have your volunteers go through training."

Town employees are trained annually at the Super Sunday training event conducted by the Fire & Rescue Department each March on spring-forward day. Those sessions are videoed for those who cannot attend the session.

On May 17, the Selectboard discussed making that training available via a private link on the Town's YouTube page and having those who missed Super Sunday, and possibly volunteers, DocuSign a statement assuring they have watched the video.

# **TOWN OF BELGRADE ANTI HARASSMENT AND DISCRIMINATION POLICY**

## **Statement of Policy**

It is the policy of the Town of Belgrade to prohibit all forms of unlawful discrimination and harassment, including sexual harassment. All employees will receive sexual harassment training once annually. In addition, the Town has adopted this policy to ensure that employees always have access to review the expectations and their rights as it relates to sexual harassment and discrimination in the workplace.

## **Prohibited Conduct**

Any employee who engages in discrimination or harassment based upon race, color, sex, sexual orientation, gender identity, gender expression, physical or mental disability, religion, ancestry, national origin, age, pregnancy status, status as a veteran, status as a whistleblower, or any other status protected by law will be subject to disciplinary action, up to and including termination of employment. Any Town volunteer, vendor or other third party conducting Town business who engages in this conduct may also be subject to adverse action including but not limited to termination of contract or removal of volunteer.

Sexual harassment is one form of discrimination that undermines the integrity of the employment relationship, is degrading, detrimental to productivity, and illegal. Sexual harassment can be defined as the attempt to control, influence or affect the career, salary or job of an individual in exchange for sexual favors or on the basis of sex; or the creation of an intimidating, hostile or offensive working environment based on unsolicited and unwelcome sexual conduct, either verbal or physical, or on the basis of sex. Unwelcome sexual advances, requests for sexual favors, and other verbal or physical conduct of a sexual nature constitute sexual harassment when:

- Submission to such conduct is made either explicitly or implicitly as a term or condition of an individual's employment;
- Submission to or rejection of such conduct by an individual is used as the basis for employment decisions affecting that individual; or
- Such conduct has the purpose or effect of substantially and unreasonably interfering with an individual's work performance or creates an intimidating, hostile or offensive working environment.

The following type of conduct is considered to be sexual harassment and is not permitted:

- Repeated unwanted sexual flirtations, advances or propositions;
- Jokes, profanity, derogatory or demeaning comments about a person or his/her appearance, or vulgar remarks directed at a person or members of a specific group;

- Any offensive physical contact, including physical assault and unwanted touching, hugging, or kissing;
- Displays of degrading, obscene or sexually oriented photographs, posters, cartoons or objects;
- Promising or granting preferential treatment to an employee for submitting to sexual conduct; or
- Subjecting or threatening an employee with unwelcome sexual attention or intentionally making performance of the employee's job more difficult because of his/her sex.

### **Internal Complaint Procedure**

Harassment, discrimination or intimidation of any kind in the workplace, or retaliation for reporting any such behavior, whether committed by employees, supervisors, volunteers, citizens, vendors, or any third parties, is not sanctioned or tolerated. If you have a complaint of discriminatory treatment, harassment, or intimidation based upon race, color, sex, sexual orientation, gender identity, gender expression, physical or mental disability, religion, ancestry, national origin, age, pregnancy status, status as a veteran, status as a whistleblower, or any other status protected by law, or if you become aware of actual or potential discrimination or harassment, you should bring it to the Town's attention immediately.

There are three ways you can make a complaint or report of harassment or discrimination: 1) you may bring it to the attention of your supervisor; 2) you may bypass your supervisor and address your concerns directly to the Town Manager; or 3) you may report harassment directly to Chair of the Select Board. All complaints or reports will be investigated promptly, thoroughly and fairly. Any employee who is determined, after investigation, to have engaged in unlawful discrimination or harassment will be subject to appropriate disciplinary action, up to and including termination.

### **Protection Against Retaliation for Complaining about Harassment**

Under the law, you may not be punished or penalized in any way for reporting, complaining about, or filing a claim concerning unlawful harassment or discrimination, or for cooperating with or testifying in any proceeding brought by anyone else. If you feel that you have been retaliated against for opposing or reporting what you reasonably believe to be unlawful harassment, please follow the same Internal Complaint Procedure set forth above. The Town will not tolerate any act of unlawful retaliation against employees who have reported, complained about, or filed a complaint of unlawful harassment.



## TOBACCO FREE ENVIRONMENT

It is the policy of the City of Biddeford to comply with all applicable federal, state, and local regulations regarding smoking in the workplace and to provide a tobacco-free work environment that promotes productivity and the well being of its employees.

- A. The City recognizes that smoking in the workplace can adversely affect employees. Accordingly, smoking is prohibited in all City facilities, vehicles and equipment except for areas where it is specifically authorized. The Human Resources Department is responsible for implementing and monitoring smoking regulations; Department Heads and supervisors are expected to enforce the regulations. The smoking policy applies to employees during working hours and to customers and visitors while on City premises.
- B. Employees are expected to exercise common courtesy and to respect the needs and sensitivities of co-workers with regard to the smoking policy. Smokers have an obligation to keep designated smoking areas litter-free and not to abuse break and work rules. Complaints about smoking issues should be resolved at the lowest level possible but may be processed through the City's grievance procedure process. Employees who violate this policy may be subject to disciplinary action.
- C. The City prohibits smoking in all City buildings, vehicles and equipment, with the exception of designated Smoking Areas, which must be at least 20 feet from all entryways, vents and doorways.
- D. The City does not discriminate against individuals on the basis of their use of legal products, such as tobacco, if the use occurs during non-working time and off the City's premises, except in areas specifically authorized.
- E. Employees may contact the Human Resources Department for information regarding the effects of smoking and the availability of smoking cessation programs.

## LACTATION ACCOMODATION POLICY

The City of Biddeford believes that it is in the best interests of the employee, her workplace, and the potential health of her child that the City support lactation accommodation as part of our efforts to help employees experience work-life balance.

All women who breastfeed their child, and who need to express milk during the working day, will work with their supervisor and Human Resources to determine how best to accommodate the needs of the mother while still accomplishing the performance of her job.

- A. **Time for Lactation Accommodation:** Supervisors may consider flexible working arrangements. Women may use their break and lunch time to express milk. Breaks to express milk should not last longer than 30 minutes. If an employee needs to take more than two breaks during the work day to express milk, the employee will need to use unpaid or personal time.
- B. **Environment for Lactation Accommodation:** Human Resources will work with each nursing mother to determine a private area in which they may express milk. Milk should be placed in cooler-type containers and may be stored in nearby refrigerators.

## SEXUAL AND OTHER HARASSMENT

It is the policy of the City of Biddeford to maintain a work environment free from all forms of harassment, intimidation and discrimination. Harassment is prohibited in connection with any employee activity

including, but not limited to, relations with other employees, prospective employees, vendors, City officials or members of the public. Any allegation of harassment will be promptly investigated.

Therefore, the City of Biddeford strictly prohibits and does not tolerate any type of harassment, sexual or otherwise, in the form of unwelcome or unwanted verbal, physical or visual conduct of its employees based on the protected characteristics of race, color, gender, marital status, pregnancy, national origin, age, religion, sexual orientation, disability, citizenship, veterans' status or any other characteristic protected by law. Finally, the City of Biddeford will not tolerate retaliation or discipline against any employee who files a complaint of harassment or who cooperates in any investigation of a complaint of harassment.

**Definition of Harassment:** Sexual Harassment is a form of employment discrimination and is illegal under both federal and state law. Sexual and other harassment may take many forms. It can include any unwanted speech or conduct of a sexual nature in the workplace, such as the display of sexually suggestive objects or pictures. Lewd or suggestive remarks, unwanted hugs, touches or kisses, or unwelcome joking or proposals of a sexual nature can also be sexual harassment. It is illegal for co-workers, vendors, clients, customers, supervisors or members of the public to sexually harass an employee.

**Sexual and other harassment may take many forms. These forms include, but are not limited to:**

- A. Offensive verbal conduct such as remarks, comments, jokes, slurs, lyrics or sexually explicit conversation;
- B. Offensive material, including sexually explicit pictures or objects, cartoon drawings, photographs or other communications, including videotape, e-mail, internet programs, blogs or websites;
- C. Offensive physical conduct, or sexual advances, including touching, regardless of the gender of the individuals involved; and
- D. Sexually degrading words used to describe an individual.

**Unwelcome sexual advances, requests for sexual favors and other verbal or physical conduct of a sexual nature, regardless of the gender of the individuals involved, when:**

- A. Submission to such conduct is made, either explicitly or implicitly, a term or condition of an individual's employment; (quid pro quo)
- B. Submission to or rejection of such conduct by an individual is used as the basis for employment decisions affecting that individual, or
- C. Such conduct has the purpose or effect to substantially interfere with an individual's work performance or to create an intimidating, hostile, or offensive working environment. (hostile work environment)

Verbal conduct alone may constitute unlawful harassment. The effect of the harassing activity, not the harasser's intent, may make the conduct unlawful. Unwelcome sexual advances need not occur at work in order to be unlawful: if the harassing activity creates a hostile or offensive work environment, the activity is unlawful regardless of where it occurs.

Consistent with the above guidelines, this policy prohibits any overt or subtle pressure for sexual favors, including implying or threatening that an applicant's or employee's cooperation of a sexual nature (or lack thereof) will have any effect on the person's employment, retention, evaluation, wages, benefits, job assignment, promotion, or any other condition of employment or future job opportunities. As a result, quid pro quo harassment usually involves a supervisor or someone in a position of authority. An example of this kind of harassment would be a supervisor asking an administrator out on a date in return for a salary raise

or promotion. If the administrator was denied a salary increase or promotion based on his denial of the supervisor's request, this would also demonstrate the existence of sexual harassment. Any employment action that is "tangible" could be evidence that sexual harassment occurred.

This policy also prohibits any conduct which could create an intimidating, hostile or offensive work environment in which the employer knew about the harassment and failed to take corrective measures. Sexual harassment is behavior which is not welcomed, which is personally offensive, which damages morale and which interferes with work effectiveness. Such conduct, whether committed by managers or non-managerial personnel, is prohibited.

**The City of Biddeford Does Not Tolerate Sexual Harassment:** Sexual harassment is costly to the municipality, to victims and to society. Managers and supervisors are responsible for monitoring conduct, which can be construed to be harassment and for initiating necessary action to eliminate such behavior. We take allegations of sexual and other harassment and retaliation very seriously. All such matters will be treated confidentially and with discretion, to the extent possible. Accordingly, The City of Biddeford has adopted this policy to prevent and correct any actions that may constitute harassment of employees. The City of Biddeford will actively and promptly investigate all harassment and retaliation complaints, and if it is determined that harassment or retaliation has occurred, management will take corrective disciplinary action to stop the inappropriate conduct with the offending party, up to and including discharge. All employees are expected to cooperate with an investigation; refusing to do so may be grounds for the imposition of discipline. Any employee who knowingly makes a false complaint or retaliates against another employee who has reported workplace harassment or participated in an investigation may also be subject to disciplinary action up to and including discharge. Persons found guilty of harassment will be disciplined up to and potentially including termination.

**Complaint Procedure:** If you believe that you are being subjected to any type of harassment or if you have any concerns about harassment, you should do the following:

- A. If possible, document or otherwise record any incident of alleged harassment, including the date, time, place, details of what has been said or done, who was present and the surrounding circumstances.
- B. If you are comfortable doing so, clearly and directly communicate to the offending individual that his or her conduct is offensive and unwelcome, and request that the behavior stop. However, this step is not required.
- C. You should immediately bring the matter to the attention of your supervisor. However, if your supervisor is somehow involved in the harassment, unavailable, or if you are uncomfortable talking to him or her, you should report this matter to the **Human Resources Department at (207) 286-0593; the City Manager at (207) 284-9313 or to another Supervisor with whom you feel comfortable.**

We will work with you to resolve your complaint promptly and fairly. We will make every effort to keep the information as confidential as possible, but we cannot guarantee complete confidentiality.

If you believe you are being sexually harassed, you also have the right to file a complaint with the Human Rights Commission (MHRC) within six months of the unlawful act or unlawful discrimination. To file a charge or obtain more information on the procedure, you may contact the Commission by mail at: 51 State House Station, Augusta, ME 04333-0051, or by telephone at (207)624-6050.

## **VIOLENCE IN THE WORKPLACE**

Violence or the threat of violence will not be tolerated in any City of Biddeford work location. It is the goal of this organization to have a workplace free from acts or threats of violence. It is the shared obligation of all

# PERSONNEL POLICIES

## NON-DISCRIMINATION, SEXUAL AND UNLAWFUL HARASSMENT

### EQUAL EMPLOYMENT OPPORTUNITY

The City of Lewiston does not discriminate in hiring, promotion, discharge, layoff, recall, transfer, leave of absence, pay, fringe benefits, job training, classification, referral, or any other aspect of employment on the basis of race, color, religion, gender, sexual orientation, gender identity or expression, national origin, age, genetic information, disability, or military service.

### AMERICANS WITH DISABILITIES ACT (ADA) AND REASONABLE ACCOMMODATIONS

The City also provides reasonable accommodations that do not impose undue hardship on the City to qualified applicants and employees with disabilities.

Employees and applicants who require a reasonable accommodation should contact their Department Head and/or the Human Resources Division. Please see Appendix B that outlines the procedure for making and responding to a request for accommodation by a disabled employee or applicant.

### HARASSMENT PREVENTION POLICY

The Maine Human Rights Act and the Civil Rights Act of 1964 (Title VII) as amended, prohibit sexual and other unlawful harassment. The City has zero tolerance for unlawful and/or sexual harassment. Harassment based on a characteristic protected by law, such as race, color, gender, sex, sexual orientation, gender identity, marital status, religion, age, disability, veteran status, or other characteristic protected by State or Federal law, is prohibited.

Harassment of City employees by management, supervisors, coworkers, or nonemployees who are in the workplace is absolutely prohibited. Any retaliation against an individual who has complained about sexual or unlawful harassment, or retaliation against individuals for cooperating with an investigation of a harassment complaint, is also unlawful and will not be tolerated.

“Unlawful harassment” is conduct that has the purpose or effect of creating an intimidating, hostile, or offensive work environment; substantially and unreasonably interfering with an individual’s work performance; or otherwise adversely affecting an individual’s employment opportunities because of that individual’s membership in a protected class.

Unlawful harassment includes, but is not limited to, inappropriate: epithets; slurs; jokes or pranks; innuendo; comments; written or graphic material; stereotyping; or other threatening, hostile or intimidating acts based on race, color, ancestry, national origin, gender, gender identity, sex, sexual orientation, marital status, religion, age, disability, veteran status, or other characteristic protected by State or Federal law.

## PERSONNEL POLICIES

“Sexual harassment” is generally defined under both State and Federal law as unwelcome sexual advances, requests for sexual favors, and other verbal or physical conduct of a sexual nature where:

- Submission to or rejection of such conduct is made either explicitly or implicitly a term or condition of any individual’s employment or a basis for employment decisions; or
- Such conduct has the purpose or effect of unreasonably interfering with an individual’s work performance or creating an intimidating, hostile, or offensive work environment.

Other sexually oriented conduct, whether intended or not, that is unwelcome and has the effect of creating a work environment that is hostile, offensive, intimidating, or humiliating to workers may also constitute sexual harassment.

Within each City Department, the Department Head or designee is responsible for day-to-day compliance with this policy and for the prevention and correction of illegal discrimination.

Any employee who feels subjected to sexual or unlawful harassment or any other form of discrimination, or who has observed another employee being subjected to sexual or unlawful harassment or any other form of discrimination, should report the conduct to their Immediate Supervisor, Division/Department Head, or Human Resources. The Human Resources Division will be available to assist in processing complaints. An employee can report sexual or unlawful harassment or discriminatory treatment verbally or in writing. All allegations of sexual or unlawful harassment and discrimination will be investigated immediately.

Employees are also entitled to file a complaint with the Maine Human Rights Commission. The Maine Human Rights Commission can be reached by telephone at (207) 624-6290, fax (207) 624-8729 or by mail at #51 State House Station 19 Union Street, Augusta, ME 04333.

The Maine Human Rights Act also prohibits any employer or individual from punishing or penalizing, or attempting to punish or penalize, any person for seeking to exercise the rights protected by the Maine Human Rights Act, for reporting a violation of the Maine Human Rights Act, and for testifying in any proceeding brought pursuant to the Maine Human Rights Act.

The City’s procedure for investigating harassment complaints can be found in Appendix A.

### SAFETY

Providing a workplace free from foreseeable hazards and promoting safe work practices for employees is of paramount importance to the City. When an employee is injured, the employee suffers pain, potential disability, and loss of income and the City loses valuable services provided by that employee. Where there is property loss or loss from a liability exposure, the taxpayers of the City are put at risk. Through the collective efforts of all City employees working safely and protecting the City’s assets, the City, its employees, and its citizens benefit.

# PERSONNEL POLICIES

## APPENDIX A

### SEXUAL AND UNLAWFUL HARASSMENT INVESTIGATION PROCEDURE

City policies and Federal and State law require prompt investigations of sexual and unlawful harassment complaints and, if verified, to remedy any unlawful discrimination in employment, including sexual or other unlawful harassment. It is the policy of the City to investigate every allegation of discrimination or harassment thoroughly. The steps outlined below describe, in a general way, the investigation process to be followed. The City has the discretion to alter the investigatory process as required by the individual circumstances of each reported discrimination or harassment.

#### Investigative Procedure

1. When a supervisor, Department Head, or the Human Resources Division receives a report of discrimination or harassment, the reporting employee will be encouraged to make a written report of the discrimination or harassment. The reporting employee must sign and date the written report.
2. If the employee does not make a written report, the supervisor, Department Head, or Human Resources Division will document the employee's verbal report and will immediately prepare a written report containing the name of the reporting employee, the date of the alleged discrimination or harassment, the date of the report, and all of the information provided by the reporting employee.
3. The report will immediately be forwarded to the Human Resources Division.
4. The Human Resources Division or the appropriate City official will conduct an investigation which may include interviewing the reporting employee, potential witnesses, and the individual alleged to have discriminated or harassed, and shall prepare a report outlining the results of the investigation.
5. This report will be reviewed by City management and, if necessary, by the City's legal counsel.
6. Management will then develop a resolution to the complaint and implement it.

The investigation may result in a determination that discrimination or harassment occurred, that no such conduct occurred, or that a particular remedy is appropriate even if conclusive findings cannot be made. Remedial action may include suspension with pay during an investigation, suspension without pay during an investigation, reinstatement with back-pay, time off with pay, payment of out-of-pocket expenses, transfer, additional training or termination of employment.

No employee has a right to any specific remedial measure. No employee has a right to any particular procedure. However, the City will treat all employees fairly throughout the course of the investigation.

# Town of Oakland

## Work Place Harassment Policy

Adopted by the Oakland Town Council on May 7<sup>th</sup> 2020

### I. POLICY

It shall be a violation of this policy for any employee to engage in illegal harassment of another employee or group of employees based on race, nationality, color, religion or belief or lack thereof, age, sex (including pregnancy, maternity, and sexual harassment), sexual orientation, gender identity or expression or reassignment, ancestry, ethnicity or national origin, physical or mental disability, veteran status, genetic information, previous assertion of a claim or right under Maine's Workers' Compensation Act, previous actions taken protected under Maine's Whistleblowers' Protection Act, or any other protected group status as defined by applicable law ("the protected category characteristics").

The Town of Oakland does not tolerate illegal harassment or bullying and is committed to a workplace free of both. In addition, the Town of Oakland expects and requires all employees to treat each other with respect and professionalism. Harassing or bullying conduct towards other employees based on the protected categories, even if not illegal, falls below the Town of Oakland's standards and expectations for professional conduct and is a violation of this policy. Harassment or bullying of any kind will not be tolerated. The Town of Oakland is committed to preventing harassment and bullying and to quickly identifying and remedying these behaviors if and when they occur.

Employees at every level of the Town of Oakland have a stake in preventing harassment and bullying. In addition to being against the law and the Town of Oakland's policy, harassment and bullying have a negative effect on productivity, job satisfaction, team work, and an employee's sense of physical and emotional well-being at work. Its impact on those who experience it can be severe. It is in every employee's interest to avoid engaging in harassment and bullying and to refuse to tolerate or condone it.

### II. DEFINITIONS

- a. **"Harassment"** is unwanted conduct related to a relevant protected category, which has the purpose or effect of violating an individual's dignity or creating an intimidating, hostile, degrading, humiliating or offensive environment for that individual.
  - i. Harassment is any behavior that is unwelcome and affects the dignity of those subjected to it. For this Policy, we will use and apply the following definition of harassment as being:
  - ii. 'Unwanted conduct related to a protected characteristic which has the purpose or effect of:
    1. violating a person's dignity; or
    2. creating an intimidating, hostile, degrading, humiliating, or offensive environment for them.'

b. **“Bullying”** may be characterized as offensive, intimidating, malicious or insulting behavior, abuse or misuse of power through means that undermine, humiliate, denigrate or injure the recipient.

i. Behavior generally accepted as amounting to bullying includes:

1. Ridiculing a person
2. Shouting or screaming at a person
3. Setting someone up to fail, e.g., withholding necessary information or deliberate work overload
4. Unwarranted or invalid criticism and criticism which lacks the required constructive support to help the recipient improve their performance
5. Persistently ‘singling out’ a person without good reason or deliberately excluding, isolating or ignoring an individual
6. Making threats or comments about job security or academic success or failure without foundation

ii. The above examples are not all inclusive. They are, however, indicative of behavior that would be considered unacceptable conduct by the Town of Oakland.

c. The following sections describe these forms of harassment and bullying in greater detail and provide examples of how such may manifest. These examples are not intended to be all inclusive. They are, however, indicative of conduct that would be considered unacceptable by the Town of Oakland.

### **III. “Sexual” Harassment**

a. Illegal sexual harassment is a form of sex discrimination. Illegal sexual harassment means unwelcome sexual advances, requests for sexual favors, and other verbal or physical conduct of a sexual nature when: (1) submission to that conduct is made either explicitly or implicitly a term or condition of employment; (2) submission to or rejection of such conduct by an individual is used as a basis for employment decisions affecting that individual; or (3) the conduct has the purpose or effect of substantially interfering with an individual’s work performance or creating an intimidating, hostile, or offensive working environment. However, sexual harassment need not rise to that level to be a violation of this policy.

b. Sexual harassment may include conduct toward an employee of the Town of Oakland from a third party with whom the employee has to deal as part of their job, such as a client, vendor, or employee of another business. Just as an employee should not have to be exposed to, tolerate, or condone sexual harassment from a co-worker, third party harassment is illegal and unacceptable and is subject to this policy.



c. Some examples of sexual harassment include but are not limited to:

- i. Explicitly or implicitly conditioning any term of employment (e.g., continued employment, wages, evaluation, advancement, assigned duties) on the provision of sexual favors;
- ii. Touching or grabbing a sexual part of an employee's body;
- iii. Touching or grabbing any part of an employee's body after that person has indicated, or it is known or should be known, that such physical contact was unwelcome;
- iv. Continuing to ask an employee to socialize on or off-duty when that person has indicated they are not interested;
- v. Displaying or transmitting sexually suggestive images, objects, graphics, videos or content;
- vi. Texting, emailing, writing or otherwise sending sexually suggestive communications
- vii. Referring to or calling a person or persons a sexualized name;
- viii. Regularly telling sexual jokes or using sexually vulgar or explicit language;
- ix. Gestures, body language or other non-verbal conduct that is sexually suggestive or offensive;
- x. Derogatory or provoking remarks relating to an employee's sex, gender, or sexual orientation;
- xi. Off-duty conduct that falls within the definition of illegal harassment and affects the work environment; and

#### **IV. Other Types of Harassment**

a. Just as sexual harassment is illegal, so is harassment based on other protected categories where the harassment or the conduct has the purpose or effect of substantially interfering with an individual's work performance or creating an intimidating, hostile, or offensive working environment. Again, however, harassment need not be illegal to be a violation of Town policy. Any behavior that ridicules, denigrates, insults, belittles, or shows hostility, aversion or disrespect towards members of any of the protected categories is inappropriate. Harassment based on other protected categories by third parties is also unacceptable and should be reported

b. Some examples of harassment based on other protected characteristics include:

- i. Displaying or transmitting images, objects, graphics, videos or content that a reasonable person would find offensive, and that relates to any of the protected category characteristics;
- ii. Texting, emailing, writing or otherwise sending communications that a reasonable person would find offensive and relates to any of the protected category characteristics;
- iii. Referring to or calling a person or persons a derogatory or offensive name based on

protected category characteristics;

- iv. Regularly telling jokes that a reasonable person would find offensive or engaging in conduct that is not appropriate for the workplace, and that relates to any of the protected category characteristics;
- v. Gestures, body language and/or other non-verbal conduct that a reasonable person would find offensive and that relates to any of the protected category characteristics;
- vi. Derogatory or provoking remarks that relate to the protected category characteristics;
- vii. Off-duty conduct, statements, or behavior that falls within the definition of illegal harassment and affects the work environment;
- viii. Off-duty conduct, statements, or behavior that a reasonable person would find offensive, that relates to a protected category characteristic, and that would impact the employee's ability to do his or her job effectively; and

c. **"Disability" Harassment**

- i. Harassment related to disability is unwanted conduct directed at a person because of their physical or mental disability. It may refer to the disability itself or to the person's real or presumed capabilities or limitations. A person can also be harassed on the grounds of disability where they are not themselves disabled - for example, if they are the parent or caregiver for child with disabilities and suffer harassment on that basis.
- ii. Specific examples of disability-related harassment can include: individuals being ignored, disparaged or ridiculed, inappropriate personal remarks, unnecessarily intrusive and inappropriate questions about a person's condition, or excessive and unnecessary references to a person's disability. At its extreme, disability harassment can manifest as the refusal to work alongside someone with a disability.

d. **"Gender Identity" Harassment**

- i. Harassment related to gender identity is unwanted conduct directed at a person who is transgender or transsexual. This includes individuals who are undergoing, have undergone, or plan to undergo a gender reassignment process to change their gender identity. Specific examples of such harassment include excluding a person, jokes, name-calling, or refusing to acknowledge the person in their identified gender.

e. **"Racial" Harassment**

- i. Racial harassment is unwanted conduct related to a person's race, including their ethnic or national origins, color, or nationality. It is usually - although not exclusively - directed at individuals from minority ethnic groups.
- ii. Specific manifestations of racial harassment may include racist jokes, 'banter' and language, the expression of racist views and stereotypes related to the display of racist materials, or deliberately excluding or refusing to cooperate with someone because of their race.

Conduct that focuses upon a person's appearance, dress, culture, or customs can also constitute racial harassment, as does behavior that has the effect of fostering hatred and/or prejudice towards individuals of particular racial groups.

f. **Harassment related to "Religion or Belief"**

- i. Harassment related to religion or belief is unwanted conduct directed at a person because of their faith or a comparable belief system. It can also occur because a person is presumed to be of a particular religion or belief, even if this is not the case, or because of a person's non-adherence to a religion or belief system.
- ii. Harassment may take the form of insults or ridicule of a person's religion or belief or non-belief.
- iii. Behavior may focus upon a particular aspect of a religion or belief system, such as clothing, religious artifacts, beliefs, and rituals, or the expression of stereotyped perceptions and assumptions about a religion or belief and its followers. It can also take the form of coercive pressure to convert or conform to a religion or belief system.

g. **"Harassment related to Sex" - Including Pregnancy or Maternity**

- i. Harassment related to sex describes unwanted conduct that is directed at a person because they are male or female. For example, to deliberately exclude someone because they are the only man or woman in a team, group, or class would be considered harassment related to sex.
- ii. Harassment because a person is pregnant, breastfeeding, or recently given birth, could be harassment related to sex.
- iii. Harassment related to sex is distinct from sexual harassment as, while the behavior refers to a person's sex, it is not sexual.

h. **"Sexual Orientation" Harassment**

- i. Harassment related to sexual orientation is unwanted conduct directed at a person because of their actual or perceived sexual orientation. It most frequently affects individuals who are gay, lesbian or bisexual, but can sometimes be directed at heterosexuals too. Harassment related to sexual orientation may go unreported because a person does not wish to disclose their sexuality.
- ii. Harassment related to sexual orientation may be specifically manifested as intrusive questions about a person's private life, homophobic comments, jokes and 'banter' about sexuality, gossip, and speculation about a person's sexuality, refusal to work or study alongside someone because of their sexuality and actual physical assault. 'Outing' someone by, for example, the release of personal information, would also be considered harassment.

i. **Homophobic, biphobic or transphobic (“HBT”) bullying**

i. HBT bullying is behavior or language which makes a person feel unwelcome or marginalized because of their sexual orientation or gender identity, whether actual or perceived, or because of their association with people who are, or seen to be, gay, bisexual or transgender (e.g., children of same-sex couples).

j. **The “Workplace”** is considered as any place where the business of the Town of Oakland is conducted. This extends, for example, to locations away from the office (such as Town vehicles and on Town worksites) and can include work-related social activities.

k. **“Retaliation”** occurs when an individual is treated in a way that is detrimental because they have made a complaint about being discriminated against or harassed, or they intend to make a complaint about discrimination or harassment or they have or intend to act as a witness or give evidence in support of another person(s) relating to a complaint about discrimination or harassment.

**V. RESPONSIBILITIES**

a. The Town of Oakland is responsible for preventing bullying or harassing behavior. It is the responsibility of all supervisors to ensure that their team complies with this Policy and that any incident of harassment, bullying or victimization is investigated immediately and compassionately. It is the responsibility of all those working for the Town of Winslow to behave in an acceptable and appropriate manner at all times.

b. Supervisors are responsible for addressing relevant performance, attendance, or conduct issues in a timely, open, and appropriate manner. This would not constitute bullying or harassment.

c. Every member of Town of Oakland, regardless of grade, rank, role, or position, which is found to be responsible for inciting, perpetrating, or condoning behavior which amounts to workplace bullying or harassment, may be subject to misconduct/discipline procedures. Such a person can be held personally liable if the target of the behavior undertakes legal proceedings.

**VI. REPORTING ALL TYPES OF HARASSMENT:**

Employees who experience any type of harassment from supervisors and/or coworkers should make it clear that such behavior is unwelcome. If the employee feels that harassment has occurred or continues to occur, the employee shall file a complaint.

a. **Complaint Procedure:**

i. The employee shall document all incidents of harassment to provide the fullest basis for investigation.

ii. Any employee who believes that harassment has occurred shall report the incident(s) to their supervisor as soon as possible so that steps may be taken to protect the employee from further harassment, and appropriate investigative measures may be initiated.

1. If the offending party is in the affected employee's chain of command, the employee may instead file a complaint with another supervisor, or with the Town Manager.
2. The person to whom the complaint is reported shall document, via memorandum, the incident(s) complained of, the person(s) performing or participating in the alleged harassment and the date(s) on which the alleged harassment occurred and forward the complaint immediately to the Town Manager.
3. Each instance of harassment must be individually reported. The Town Manager, in consultation with supervisors and/or other appropriate officials, will immediately and confidentially investigate any reported act of harassment, including calling attention to this Policy and applying appropriate disciplinary action.

#### **VII. ALTERNATIVE REPORTING METHODS**

An alternative method for the employee to initiate a complaint is to follow grievance procedures in their collective bargaining agreement. Also, an employee may contact the Maine Human Rights Commission. The address and telephone number of the Maine Human Rights Commission is 51 State House Station, Augusta, ME 04333-0051, Telephone: 207-624-6050.

#### **VIII. PLEDGE AGAINST RETALIATION**

Just as the Town of Oakland does not tolerate harassment or bullying, it also does not tolerate retaliation against any person who is subject to harassment or bullying, who makes a complaint or report of any type regarding harassment or bullying, or who cooperates in an investigation related to allegations of harassment or bullying.

Any acts of retaliation by supervisors and/or coworkers against an employee making any type of sexual harassment complaint are contrary to the Town's Policy of equal opportunity employment and will not be tolerated. Claims of retaliation should be made and handled in the same manner as the underlying claims.

#### **X. POLICY VIOLATIONS**

Any employee, supervisor, or manager who is found by the Town of Oakland to have harassed or bullied another employee will be subject to sanctions appropriate to the circumstances, ranging from a verbal warning up to and including dismissal. The Town of Oakland will take appropriate and prompt action to stop illegal harassment or bullying from any third party who has been found to have harassed a Town of Oakland employee.

# TOWN OF ORONO

## Respectful Work Environment

The Town of Orono is a place of business with a workforce that provides services to a diverse population. As such, every member of staff is required to foster a professional, neutral, and inclusive work environment aimed at conducting the Town's business in a manner that is welcoming to people of varied backgrounds and beliefs. While staff members are welcome to individual opinions and entitled to free speech outside of the workplace, workday, and work sponsored events, while representing the Town, employees are expected to disseminate the Town's message. During these work times or when acting in the role of Town staff, employees shall not promote or depict messaging (words, actions, logos, pictures, or print) that is reasonably considered divisive - particularly on social and political issues known for wide ranging strongly held societal beliefs.

## Harassment & Sexual Harassment Policy

The Town of Orono is committed to providing its employees with a safe and respectful work environment free from all forms of illegal intimidation and harassment. Illegal harassment and sexual harassment are strictly prohibited. This includes harassment based on race or color, gender, gender identity, sexual orientation, physical or mental disability, age, ancestry, national origin, marital status, religion, veteran's status, genetic predisposition or whistleblower activity. This policy applies to all officials and employees of the Town of Orono, as well as all non-employee guests, customers, invitees, vendors, and suppliers.

### Definitions:

**Sexual Harassment:** Sexual harassment is a form of illegal gender discrimination and is prohibited by Title VII of the federal Civil Rights Act and by the Maine Human Rights Act. Sexual harassment is defined as: unwelcome sexual advances, requests for sexual favors, or other verbal or physical conduct of a sexual nature when:

- (a) submission to such conduct is made, either explicitly or implicitly, a term or condition of an individual's employment,
- (b) submission to or rejection of such conduct by an individual is used as the basis for employment decisions affecting such individual, or
- (c) such conduct has the purpose or effect of substantially interfering with an individual's work performance or creating an intimidating, hostile, or offensive working environment.

Sexual harassment can also include conduct that is not sexual in nature, but is gender related or directed at an individual because of gender or gender identity. It includes harassment of the same or of the opposite sex. Examples of sexual harassment include, but are not limited to:

- Offensive sexual flirtations, gestures, leering;
- Verbal or physical abuse of a sexual nature or directed at an individual because of gender;
- Advances or propositions;
- Lewd jokes or nicknames;
- Sexually suggestive sounds, writings, comments or gestures;
- Unwelcome touching or advances, sexual practical jokes or horseplay;
- Display of sexually suggestive, lewd or offensive objects, pictures or materials.

***Illegal Harassment:*** Illegal Harassment is defined as unwelcome conduct or behavior based on race, color, gender, gender identity, sexual orientation, disability, age, ancestry, national origin, marital status, religion, veteran's status, genetic pre-disposition or whistleblower status when: (1) enduring the conduct becomes a condition of continued employment; (2) submission to or rejection of the conduct is used as the basis for employment decisions affecting the individual; or (3) the conduct has the purpose or effect of substantially interfering with an individual's work performance or creating an intimidating, hostile, or offensive working environment. Examples include, but are not limited to:

- Physical abuse, such as shoving, punching, tripping, stalking, groping;
- Damage to personal possessions;
- Verbal harassment/abuse, such as threats, innuendoes, foul language;
- Racist comments or derogatory stereotypes;
- Offensive jokes;
- Inappropriate comments, slurs, ridicule or jokes about an employee's accent, disability, age, religion, gender, sexual orientation;
- Inappropriate or offensive nicknames.

**Harassment and Sexual Harassment Strictly Prohibited:** The Town of Orono does not tolerate sexual harassment or harassment based on race, color, gender, gender identity, sexual orientation, disability, age, ancestry, national origin, marital status, religion, veteran's status, genetic predisposition or whistleblower status. Any such conduct is strictly prohibited and will be grounds for disciplinary action. All employees and officials are expected and required to treat each other professionally and respectfully. Supervisors are responsible to create and maintain a work environment free of harassment and discrimination. Supervisory staff are responsible to actively stop or prevent inappropriate conduct and are required to take immediate and appropriate action

whenever becoming aware of conduct in violation of this policy. Corrective action is required regardless of whether a complaint is filed.

**Complaint Process:** The Town of Orono will promptly and fully investigate any issues of harassment or discrimination in the workplace. Every complaint will be promptly and thoroughly investigated. All employees and officials are required to cooperate fully in any investigation. If warranted, the municipality may take appropriate disciplinary action against any employee or official found to have engaged in harassment, which may include disciplinary action and/or measures to prevent a reoccurrence. Confidentiality will be preserved to the fullest extent possible, consistent with Maine law and our need to respect the rights of all employees involved. Any municipal employee or official who witnesses, becomes aware of, or is the recipient of, harassment or discrimination in violation of this policy is encouraged and expected to report it to his/her supervisor or to the contact persons listed below. Complaints may be filed by contacting your supervisor or by contacting:

Belle Ryder, Assistant Town Manager, in person, by phone at 207-889-6907  
or via e-mail: [bryder@orono.org](mailto:bryder@orono.org); or

Sophie Wilson, Town Manager, in person, by phone at 207-889-6905 or via  
e-mail: [swilson@orono.org](mailto:swilson@orono.org).

**Maine Human Rights Commission:** Any employee or official that believes that he/she has been the subject of illegal discrimination or harassment also has the right to file a complaint with the Maine Human Rights Commission (MHRC). The MHRC is the state agency responsible for enforcing state employment discrimination laws. In most cases, a complaint must be filed with the MHRC within 300 days of the date of the act of illegal discrimination/harassment. There is no requirement that an employee use the Town's internal complaint process first, nor is it required that any internal process be exhausted before a MHRC complaint is initiated. For more information on how to file a charge with the MHRC, contact the MHRC at 51 State House Station, Augusta, Maine 04333-0051 or by telephone at 624-6050, TTY: 1-888-577-6690. Additional information is available on the MHRC website at:

[www.maine.gov/mhrc/index.shtml](http://www.maine.gov/mhrc/index.shtml)

**Retaliation Prohibited:** No employee or official shall be retaliated against for reporting suspected discrimination or harassment or for participating in any part of the complaint process.

If you have any questions concerning this policy, please contact Belle Ryder, at 207-889-6907, or Sophie Wilson, at 889-6905.

**Acknowledgement of Receipt and Understanding of Harassment and Sexual Harassment Policy:**

The Employee acknowledges that they have received and read a complete copy of the Town of Orono Harassment and Sexual Harassment Policy, been provided an opportunity to seek



clarification, and fully understand that substantiated violations of this policy may result in disciplinary action which may include termination of their employment with the Town of Orono.

Employee: \_\_\_\_\_  
Signature

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

Employee: \_\_\_\_\_  
Print Name

Witness Signature: \_\_\_\_\_

## From Richmond's personnel policy

### Non-Bullying Policy

The purpose of this policy is to communicate to all employees, including the elected officials, that the Town will not in any instance tolerate bullying behavior. Employees found in violation of this policy will be disciplined, up to and including termination.

The Town defines bullying as repeated inappropriate behavior, either direct or indirect, whether verbal, physical or otherwise, conducted by one or more persons against another or others, at the place of work and/or in the course of employment.

*Examples:* Bullying may be intentional or unintentional. However, it must be noted that when an allegation of bullying is made, the intention of the alleged bully is irrelevant, and will not be given consideration when issuing out discipline. As in sexual harassment, it is the effect of the behavior on the individual that is important. The Town considers the following types of behavior examples of bullying:

- **Verbal bullying:** Slandering, ridiculing, or maligning a person or his or her family; persistent name calling that is hurtful, insulting or humiliating; using a person as butt of jokes; abusive and offensive remarks.
- **Physical bullying:** Pushing, shoving, kicking, poking, tripping, assault or threat of physical assault, damage to a person's work area or property.
- **Gesture bullying:** Nonverbal threatening gestures; glances that can convey threatening messages.
- **Exclusion:** Socially or physically excluding or disregarding a person in work-related activities.

In addition, the following examples may constitute or contribute to evidence of bullying in the workplace:

- Persistent singling out of one person
- Shouting at in public or in private
- Using verbal or obscene gestures.
- Not allowing the person to speak or express himself or herself (i.e., ignoring or interrupting)
- Personal insults and use of offensive nicknames
- Public humiliation in any form
- Constant criticism on matters unrelated or minimally related to the person's job performance or description
- Ignoring or interrupting an individual at meetings
- Public reprimands
- Spreading rumors and gossip regarding individuals
- Encouraging others to disregard the Superintendent's or designee's instructions

Bullying is NOT:

- Expressing differences of opinions
- Offering constructive feedback, guidance, or advice about work-related behavior; or

- Reasonable action taken by an employer or department head relating to the management and direction of employees or place of employment (i.e., managing an employee's performance, taking reasonable disciplinary actions, assigning work)

The Town is committed to preventing bullying prohibited by this policy through education and dissemination of information as well as employee accountability. Such harassment may be reported by any employee, regardless of whether that employee is the recipient of the bullying, a witness or otherwise becomes aware of bullying prohibited by this policy.

Complaints may be filed by contacting any of the following individuals:

- Department head
- Town Manager
- Human Resources Consultant

### **Harassment and Discrimination**

You are entitled to work in an environment free of discriminatory intimidation, whether it is based on race, color, sex, marital status, age, religion, national or ethnic origin, physical or mental disability, veteran status, sexual orientation, gender identity, or any other protected class under federal and/or state law.

THE TOWN OF RICHMOND is committed to ensuring this entitlement and achieving the dual goals of prompt notice of possible harassment and fair, impartial evaluation of any allegations.

Sexual harassment and other illegal harassment (collectively referred to as "Harassment") of employees is prohibited and will not be tolerated by the Town of Richmond. When such conduct affects work-related decisions or creates an offensive work environment, it is a violation of Town policy and the Maine Human Rights Act and Title VII of the federal Civil Rights Act of 1964.

The Town of Richmond is committed to preventing and eliminating harassment of employees through education and by encouraging employees to report any concerns or complaints about harassment. Prompt corrective measures will be taken to stop harassment whenever and wherever it occurs. Each employee is personally responsible for compliance with this policy.

The U.S. Equal Employment Opportunity Commission and the Maine Human Rights Commission have defined harassment as deliberate or repeated unsolicited comments, gestures, or physical contact of an offensive or sexual nature that is unwelcome. Each employee must learn to recognize this form of discriminatory behavior and to distinguish it from purely social relationships that do not adversely affect the work environment. Behavior constitutes harassment when:

- Submission to such conduct is made either explicitly or implicitly a term or condition of an individual's employment.
- Submission to or rejection of such conduct by an individual is used as the basis for employment decisions affecting such individual.
- Such conduct has the purpose or effect of substantially interfering with an individual's work performance or creating an intimidating, hostile, or offensive working environment.

Examples of harassment may be a series of incidents or a single occurrence and include the following:

- Unwelcome sexual advances, gestures, comments, or contact.
- Threats.
- Offensive jokes.
- Subjecting employees to ridicule, slurs, or derogatory actions.
- Displaying offensive posters/pictures/publications.
- Basing employment decisions or practices on submission to harassment.
- Refusal to cooperate with employees in performing work assignments; or
- Inequitable disciplinary actions and work assignments.

Harassment, such as the examples above, can take place between members of the same sex as well as members of the opposite sex.

Department heads have additional responsibilities to ensure that the work environment is free from harassment. Every department head employee acts as an agent of The Town of Richmond and has an affirmative responsibility to promptly take all steps necessary within the scope of his or her job to prevent discrimination and harassment from occurring in the workplace. Lack of intervention and corrective action by department heads may be perceived by both perpetrators and victims as condoning harassing behavior. Corrective action is required whether the victim makes a formal complaint. In accordance with policy, department heads should process any observed or reported harassing behavior confidentially and expeditiously. Reports of harassing behavior must be thoroughly investigated to establish facts associated with the situation.

Any department head receiving a complaint of harassment will immediately report it to the Town Manager.

It is your responsibility to speak with your department head at once if you believe you are being subjected to sexual harassment. Any employee who believes they are being harassed by a department head, co-worker, employee, citizen, customer, or vendor should promptly take the following actions:

- a) Confront the harasser and ask him or her to stop. If you feel uncomfortable with confronting the harasser as outlined here, skip to Step b below.
- b) Immediately contact your immediate department head, or the Town Manager.
- c) Document your complaint. Keep a log detailing the incident(s), what was said or done, who might have witnessed it and the date. Keep any related letters or memos.
- d) All complaints will be handled in a timely manner by your department head, or the Town Manager. Information concerning your complaint will be given on a need-to-know basis only. Management personnel needed for participation in the investigation, the alleged harasser and possible witnesses may be contacted and thereby learn of the complaint. Employees should not discuss the complaint or the resulting investigation except for discussions necessary to conduct the investigation and decide. The purpose of this provision is to encourage the filing of valid complaints by protecting the privacy of the complaining employee to the extent possible, as well as to protect the reputation of any employee who might wrongfully be charged with sexual harassment.

- e) The Town will investigate all complaints promptly. If valid, the Town will determine remedies to be given and the sanctions to be imposed.

There will be no retaliation against any employee who files a complaint of discriminatory behavior or participates in any proceedings concerning harassment. Any person found to have retaliated against another individual for reporting harassment will be subject to disciplinary action, up to and including termination of employment.

Employees may file a complaint of sexual harassment with the Maine Human Rights Commission at 19 Union Street, Augusta, Maine 04333, (207) 624-6290 and the EEOC – 1-800-669-3362.

It is not required that any of the above procedures be utilized first or in any sequence, nor is it required that any procedure be exhausted before the other is used. There will be no retaliation against any employee who files a complaint of discriminatory behavior or participates in any proceedings concerning harassment.

# Memo

**To:** Belgrade Board of Select persons

**Re:** Appointments

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- Bruce Galouch – Appoint as first responder for calls from Maine Security
- Michial Heino – Appoint as an interim Sexton
- Jessica White – Board of Parks & Recreation - Reappointment

TOWN OF BELGRADE



Board/Committee Appointment & Re-appointment Application

Application for Appointment or re-appointment to:

- Planning Board
- Board of Appeals
- Dams Committee
- Cemetery Committee
- Library Trustee
- Long Range Planning Com.
- Board of Parks & Recreation
- Board of Assessment & Review
- Transfer Station & Recycling Com.
- Budget Committee
- Tree Committee
- Comprehensive Plan Review Committee

Other \_\_\_\_\_

If this is a re-appointment please state the number of years you have served 2

Name Jessica White  
 Address 14 oakwood Drive Belgrade ME 04917  
 Phone # (Home) 207 215 6293 (Work) \_\_\_\_\_ Email: Jessica.White90@yahoo  
 Place of Employment Home maker  
 Education & Experience Some college for early childhood education.  
Army Family Readiness groups for 7 years  
 Interests and Hobbies Gardening, Interior decorating, hunting and fishing.

Why do you wish to serve on a municipal board or committee?  
I have been on the Rec board for the last two years and have enjoyed being a part of making the towns recreation a success.

References

Name Cindy White Phone # 207 592 4795  
 Name Shannon Stoddard Phone # 207 215 2850

Please Return to: [townclerk@townofbelgrade.com](mailto:townclerk@townofbelgrade.com)  
 OR  
 Town Manager  
 Town of Belgrade  
 990 Augusta Road  
 Belgrade, ME 04917

# Memo

To: Board of Selectpersons  
From: Sean Goodwin, Director, Kennebec County Emergency Management Agency  
Date: June 7, 2022  
Re: 2021 update to the Kennebec County Hazard Mitigation Plan

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We are happy to announce that FEMA has approved the Kennebec County Hazard Mitigation Plan 2021 Update. Now that FEMA has approved the plan, we are now looking for the municipalities to officially adopt the plan. We ask that the approval of the Mitigation Plan is placed on your council or selectboard agenda within the next month to ensure we can have the signature sheets back to FEMA by July 15. If your municipality would like us to attend a council or selectboard meeting to answer questions about the plan, please let us know.

*NOTE: Mr. Goodwin plans to attend the June 7 Selectboard meeting via Zoom.*



Kennebec County Hazard Mitigation Plan – 2021 Update

RESOLUTION

Whereas, natural and man-made disasters may occur at any time, we recognize that to lessen the impacts of these disasters we will save resources, property, and lives in Kennebec County;

And whereas the creation of a multi-jurisdictional Hazard Mitigation Plan is necessary for the development of a risk assessment and effective mitigation strategy;

And whereas, this multi-jurisdictional county of 25 towns, the 4 cities, as well as Kennebec County (on behalf of Unity Township) are committed to the mitigation goals and measures as presented in this plan;

Therefore the Boards of Selectmen of the 25 incorporated towns, Augusta City Council, Gardiner City Council, Hallowell City Council, and Waterville City Council hereby adopt the Kennebec County Hazard Mitigation Plan – 2021 Update; and

Therefore, the Kennebec County Commissioners, acting on behalf Unity Township, hereby adopt the Kennebec County Hazard Mitigation Plan – 2021 Update.

AUTHORIZING SIGNATURES

Municipality of \_\_\_\_\_

Print name	Signature	Title	Date
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____

City/Town Office Address: \_\_\_\_\_

Contact person \_\_\_\_\_

# Memo

To: Board of Selectpersons  
From: Anthony Wilson, former town manager  
Date: June 7, 2022  
Re: Safety consultant

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Attached are documents from Lynn Gilley Martin, a safety consultant based in Southport who has assisted Belgrade's Fire and Rescue Department and its Transfer Station to ensure they comply with the safety regulations of organizations such as the U.S. Occupational Safety and Health Administration (OSHA), the Maine Department of Labor (MDOL) and the Bureau of Labor Standards (BLS), an arm of MDOL.

MDOL recently conducted a safety inspection of the Maintenance Garage and noted some issues that must be corrected within 30 days of receipt of the inspection report. As of this writing, that report has not yet been received. Some of the issues noted have been or are being addressed.

Transfer Station Director Ken Scheno suggested Ms. Martin could be of assistance in ensuring that other Town departments are meeting safety regulations. Ms. Martin confirmed she could assist not only the Maintenance Garage, but the Town Office and the Recreation Department. Ms. Martin will attend the June 7 Selectboard meeting to explain her services and the financial costs. Those would be:

- \$2,000 for the Maintenance Garage
- \$2,000 for the Recreation Department
- \$250 for the Town Office (no cost for consulting at the Town Office)
- \$200 fuel surcharge

Through 33% of the fiscal year, the Facilities Maintenance budget was at 24% of its budget and Recreation was at 11% of its budget. The \$250 cost for the Town Office is easily absorbed by the General Government budget. The fuel surcharge could be divided three ways. At the signing of the contract, \$4,000 would be due.

**Fire Service Compliancy Associates  
16 Deer Ridge  
Southport, ME. 04576  
207-633-6405  
380-5729 (cell)  
Fax: 207-633-5303**

May 10, 2022

Town of Belgrade  
Anthony Wilson, Town Manager  
Belgrade, ME.

Dear Mr. Wilson,

It was a pleasure speaking with you and listening to what the Town of Belgrade needs to ensure safety for all employees.

I have provided attachments to this letter explaining my services and cost for the departments we discussed early today.

Allow me to give you a little history of how I got involved in Safety Consulting. I am self-employed but work closely with the Department of Labor. I am a former County Commissioner and former Selectman. During my tenure as Selectman, the Town was inspected by Bureau of Labor Standards and we were ill prepared. Since that time, I take a very pro-active approach to assist municipalities that seek my services.

At the present time, I assist many Fire Departments, Public Works, Police, EMS, Transfer/Recycle Departments, Sewer, Water, Parks & Recreations, Library, Town Office, and Schools, to achieve safety compliance.

Excellent references by request if you so choose.

I look forward to hearing from you with the opportunity to assist the Town of Belgrade.

Thank you for contacting me and being pro-active with your Compliance obligations.

Sincerely,

Lynn Gilley Martin

# **FIRE SERVICE**

## **COMPLIANCY ASSOCIATES**

**LYNN GILLEY MARTIN, A.S.**

**16 DEER RIDGE  
SOUTHPORT, ME. 04576**

**207-633-6405  
(cell) 380-5729**

**email: [biscay@myfairpoint.net](mailto:biscay@myfairpoint.net)**

Annual Consulting Services for assisting your Departments with Bureau of Labor mandatory requirements.

These services are provided throughout the year in order to keep Departments current with Bureau of Labor Standards, to assist in reducing the liability to the Departments, and the Municipality.

Maintain training records for all BLS trainings. Will assist with scheduling and organizing training requirements for all departments.

Record and document training for each firefighter or employee training records pertaining to BLS.

Notify of medical services needed for each firefighter or employee as required to meet standards.

Review policies and protocols for annual review with the Chief/Officers, or Dept. Managers.

Provide documentation to Chief/Officers, Dept Managers of requirements needed as a department to fulfill annual mandates.

Will conduct periodic "walk thru" observations of the buildings, facilities, grounds, work practices and vehicles, to assist Managers with maintaining "current status" for compliance.

Mock inspection to prepare for BLS Courtesy Inspection will be scheduled for each department.

Will be present during Safety Works Courtesy Inspections and will assist Department Managers with correcting any recommendations made by Safety Works. Will provide expertise in the abatement process.

Will be available at any time to answer questions and offer assistance via phone, or electronic communication, should the Department Manager have questions during day- to- day operations.

In the event of an Enforcement Inspection, I will assist departments to abate "pending violations" and will accompany Department Managers should they need to present corrections to Bureau of Labor Supervisors and/or Directors at an Abatement Hearing.

# FIRE SERVICE

## COMPLIANCY ASSOCIATES

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~ CONTRACT ~STATEMENT~

### Maintenance Department – Town of Belgrade

Manual for Safety Compliance	450.00
Updates to Manual (annual)	50.00
Review and Update Manual	100.00
<b>Consultant/Coordinating Package</b>	<b>1400.00</b>
<hr/>	
Amount Due at Signing:	\$ 1850.00

Authorized Signature: \_\_\_\_\_

Lynn Gilley Martin: signature on file

Effective Date: Effective: 6/2022 Expires: 6/2023

**ALL LEVELS OF SERVICE ARE ANNUAL**

# FIRE SERVICE

## COMPLIANCY ASSOCIATES

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EMAIL: [biscay@myfairpoint.net](mailto:biscay@myfairpoint.net)

~ CONTRACT ~STATEMENT~

### Parks/Recreation – Town of Belgrade

Manual for Safety Compliance	450.00
Updates to Manual (annual)	50.00
Review and Update Manual	100.00
<b>Consultant/Coordinating Package</b>	<b>1400.00</b>
<hr/>	
Amount Due at Signing:	\$ 1850.00

Authorized Signature: \_\_\_\_\_

Lynn Gilley Martin: signature on file

Effective Date: Effective: 6/2022 Expires: 6/2023

**ALL LEVELS OF SERVICE ARE ANNUAL**

# FIRE SERVICE

## COMPLIANCY ASSOCIATES

LYNN GILLEY MARTIN, A.S.

16 DEER RIDGE  
SOUTHPORT, ME 04576

207-633-6405  
(CELL) 380-5729

EMAIL: [biscay@myfairpoint.net](mailto:biscay@myfairpoint.net)

~ CONTRACT ~STATEMENT~

### Town Office – Town of Belgrade

<b>Manual for Safety Compliance</b>	<b>100.00</b>
Updates to Manual (annual)	50.00
Review and Update Manual	100.00
<b>Consultant/Coordinating Package</b> (if included with Maintenance and Parks/Recreation full contracts).	<b>n/c</b>

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Amount Due at Signing: \$ 100.00

Authorized Signature: \_\_\_\_\_

Lynn Gilley Martin: signature on file

Effective Date: Effective: 6/2022 Expires: 6/2023

**ALL LEVELS OF SERVICE ARE ANNUAL**



# FIRE SERVICE

## COMPLIANCY ASSOCIATES

LYNN GILLEY MARTIN, A.S.

16 DEER RIDGE  
SOUTHPORT, ME 04576

207-633-6405  
(CELL) 380-5729

EMAIL: [biscay@myfairpoint.net](mailto:biscay@myfairpoint.net)

### ~ CONTRACT ~STATEMENT~ Town of Belgrade

#### Manuals for Safety Compliance

Maintenance Department	\$ 450.00
Parks/Recreation	\$ 450.00
Town Office	\$ 100.00

#### Full Consulting Contract

Maintenance Department	\$ 1400.00
Parks/Recreation	\$ 1400.00

Will include Town Office contract  
at no charge with signed contract  
as written.

Fuel Surcharge	\$ 200.00
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**Amount Due at Signing: \$ 4000.00**

Authorized Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Lynn Gilley Martin: on file at Belgrade Town Office

# Memo

To: Board of Selectpersons  
From: Anthony Wilson, former town manager  
Date: June 7, 2022  
Re: East-West Lane shimming costs

---

Doug Fowler with All State Materials Group called me Monday, May 23, to report the shimming on the East-West Lane, the first step in the chip-sealing process, required more asphalt than was anticipated. I told him I could not authorize a cost overrun and would need to speak with the Selectboard, but in doing so, I needed the exact amount of the cost overrun and options for addressing it to ensure the project did not exceed its budget. He sent me the attached letter.

After consulting with the Selectboard, I sent this reply: "Doug, the Selectboard's position is that All State had an opportunity to inspect the roadway and, since we have a signed contract, the Town and its taxpayers cannot be held responsible for any cost overruns. As one Selectperson stated, 'They looked at the job and bid the job. That's the way bids work. We need to hold them to the price.'"

Ron Simbari, Maine area manager with All State, subsequently asked to address the Selectboard.

Good day Select Board Members. I would like to summarize what I have been doing since I started and continue doing this quarterly, to keep you abreast of the happenings in the Town from a Code Enforcement standpoint.

As of today, the Planning Board and I have issued fifty-two (52) building permits. This is inclusive of six (6) new homes and four (4) new garages. The other permits vary from sheds to additions and renovations.

I have issued forty-eight (48) plumbing permits to include septic systems and internal plumbing. Most of these were new septic systems, of which, I have inspected more than half. Others are still being worked on.

Complaints/ Inquiries: I have been encountering mooring and dock issues pertaining to encroachment on an abutting property. I issued one Notice of Violation (NOV) and resolved two (2) other issues verbally.

I have issued two (2) NOVs for illegal shed placement, one of which must be resolved by June 1, 2022 and the second was resolved with a permit and compliance.

I have evaluated approximately twenty-five (25) properties for tree issues to include dead trees and nuisance/ dangerous trees.

On a weekly basis I am called out to do site evaluations for expansions, building, landscaping, septic, and wells. This is a good thing, as most of the community wants to do things in compliance with our Ordinances.

When time allows, I do random site evaluations to check for compliance on outstanding permits.

I maintain an open-door policy, so I spend time with applicants in my office reviewing what they would like to do, answering questions and approving permits. Beyond that, I spend a lot of time emailing and speaking on the phone with potential applicants.

Andy Marble and I attended the 7 Lakes Alliance meeting recently. We listened to the issues that the Town is having with maintaining a healthy shoreland and water eco-system. Both of us interjected our experiences and opinions in relation to these issues, underlying a need for more hours for us CEOs.

I thank you for approving the Iworq programming application. Thus far, we (Mary, Anthony, and I) have attended three (3) meetings. Two (2) meetings were rescheduled due to Aubrey (instructor) being ill. I believe that the intention is to have the application complete with our information at the end of June.

# Memo

To: Board of Selectpersons  
From: Anthony Wilson, former town manager  
Date: June 7, 2022  
Re: Cable franchise agreement renewal

---

Attached is a renewal of Spectrum's cable franchise agreement with the Town, along with an email from a Spectrum official. The term of the agreement is 15 years.

The cable franchise agreement provides a substantial amount of revenue to the Town annually: \$48,868 in 2019, \$50,571 in 2020, \$50,3319 in 2021 and \$49,717. These figures have held steady despite a larger societal trend toward cord-cutting.

**From:** [Winchenbach, Shelley J](#)  
**To:** [Anthony Wilson](#)  
**Subject:** Belgrade, ME Cable Franchise Renewal  
**Date:** Tuesday, May 10, 2022 12:56:19 PM  
**Attachments:** [image001.png](#)  
[Belgrade ME Charter Long Form Agreement 10May2022.docx](#)  
**Importance:** High

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**EXTERNAL MESSAGE:**

Hi Anthony,

Attached is the Franchise Agreement Proposal between the Town of Belgrade and Charter Communications for your review and consideration.

I have revised our standard boilerplate agreement to include requirements based on the current Belgrade franchise agreement such as a 5% franchise fee on gross revenues paid annually.

Feel free to contact me with any questions or comments you have regarding its contents. If the document is satisfactory, please sign, scan and email me the signature page of the document.

Thank you for your cooperation; I look forward to a mutually beneficial and satisfactory agreement.



[Shelley Winchenbach](#) | Director, Government Affairs  
207.620.3319 | 400 Old County Road | Rockland, ME 04841

The contents of this e-mail message and any attachments are intended solely for the addressee(s) and may contain confidential and/or legally privileged information. If you are not the intended recipient of this message or if this message has been addressed to you in error, please immediately alert the sender by reply e-mail and then delete this message and any attachments. If you are not the intended recipient, you are notified that any use, dissemination, distribution, copying, or storage of this message or any attachment is strictly prohibited.

## FRANCHISE AGREEMENT

**This Franchise Agreement** (“Franchise”) is between the Town of Belgrade, Maine, hereinafter referred to as the “Grantor” and Spectrum Northeast, LLC, locally known as CHARTER COMMUNICATIONS, hereinafter referred to as the “Grantee.”

**WHEREAS**, the Grantor finds that the Grantee has substantially complied with the material terms of the current Franchise under applicable laws, and that the financial, legal and technical ability of the Grantee is sufficient to provide services, facilities and equipment necessary to meet the future cable-related needs of the community; and

**WHEREAS**, having afforded the public adequate notice and opportunity for comment, Grantor desires to enter into this Franchise with the Grantee for the construction and operation of a cable system on the terms set forth herein; and

**WHEREAS**, the Grantor and Grantee have complied with all federal and State-mandated procedural and substantive requirements pertinent to this franchise renewal;

***NOW, THEREFORE**, the Grantor and Grantee agree as follows:*

### SECTION 1 Definition of Terms

**1.1 Terms.** For the purpose of this franchise the following terms, phrases, words and their derivations shall have the meaning ascribed to them in the Cable Communications Policy Act of 1984, as amended from time to time (the “Cable Act”), unless otherwise defined herein. When not inconsistent with the context, words used in the present tense include the future, words in the plural number include the singular number, and words in the singular number include the plural number. The word “shall” is mandatory and “may” is permissive. Words not defined shall be given their common and ordinary meaning.

- A. “Cable System,” “Cable Service,” and “Basic Cable Service” shall be defined as set forth in the Cable Act.
- B. “Board” shall mean the governing body of the Grantor.
- C. “Cable Act” shall mean the Cable Communication Policy Act of 1984, as amended, 47 U.S.C. §§ 521, et. seq.
- D. “Channel” shall mean a portion of the electromagnetic frequency spectrum which is used in a cable system and which is capable of delivering a television channel.
- E. “Equipment” shall mean any poles, wires, cable, antennae, underground conduits, manholes, and other conductors, fixtures, equipment and other facilities used for the maintenance and operation of physical facilities located in the Streets, including the Cable System.

- F. "FCC" shall mean the Federal Communications Commission and any successor governmental entity thereto.
- G. "Franchise" shall mean the non-exclusive rights granted pursuant to this Franchise to construct operate and maintain a Cable System along the public ways within all or a specified area in the Franchise Area.
- H. "Franchise Area" shall mean the geographic boundaries of the Grantor, and shall include any additions thereto by annexation or other legal means.
- I. "Gross Revenue" means any revenue, as determined in accordance with generally accepted accounting principles, received by the Grantee from the operation of the Cable System to provide Cable Services in the Franchise Area, provided, however, that such phrase shall not include: (1) any taxes, fees or assessments collected by the Grantee from Subscribers for pass-through to a government agency, including, without limitation, any state or federal regulatory fees, the franchise fee, or any sales or utility taxes; (2) unrecovered bad debt; (3) credits, refunds and deposits paid to Subscribers; (4) any exclusions available under applicable State law.
- J. "Person" shall mean an individual, partnership, association, organization, corporation, trust or governmental entity.
- K. "Service Area" shall mean the area described in subsection 6.1 hereto.
- L. "Standard Installation" shall mean installations to residences and buildings that are located up to 125 feet from the point of connection to Grantee's existing distribution system.
- M. "State" shall mean the State of Maine.
- N. "Street" shall include each of the following located within the Franchise Area: public streets, roadways, highways, bridges, land paths, boulevards, avenues, lanes, alleys, sidewalks, circles, drives, easements, rights of way and similar public ways and extensions and additions thereto, including but not limited to public utility easements, dedicated utility strips, or rights-of-way dedicated for compatible uses now or hereafter held by the Grantor in the Franchise Area, which shall entitle the Grantee to the use thereof for the purpose of installing, operating, extending, repairing and maintaining the Cable System.
- O. "Subscriber" shall mean any Person lawfully receiving Cable Service from the Grantee.

**SECTION 2**  
**Grant of Franchise**

**2.1 Grant.** The Grantor hereby grants to the Grantee a nonexclusive Franchise which authorizes the Grantee to erect, construct, extend, operate and maintain in, upon, along, across, above, over and under the Streets, now in existence and as may be created or established during

its terms, all Equipment, including the Cable System. Nothing in this Franchise shall be construed to prohibit the Grantee from offering any service over its Cable System that is not prohibited by federal or State law.

**2.2 Term.** The Franchise and the rights, privileges and authority hereby granted shall be for an initial term of fifteen (15) years, commencing on the Effective Date of this Franchise as set forth in Section 14.12.

**2.3 Police Powers.** The Grantee agrees to comply with the terms of any lawfully adopted generally applicable local ordinance necessary to the safety, health, and welfare of the public, to the extent that the provisions of the ordinance do not have the effect of limiting the benefits or expanding the obligations of the Grantee that are granted by this Franchise. This Franchise is a contract and except as to those changes which are the result of the Grantor's lawful exercise of its general police power, the Grantor may not take any unilateral action which materially changes the mutual promises in this contract.

**2.4 Cable System Franchise Required.** No Cable System shall be allowed to occupy or use the streets or public rights-of-way of the Franchise Area or be allowed to operate without a Cable System Franchise.

### **SECTION 3** **Franchise Renewal**

**3.1 Procedures for Renewal.** The Grantor and the Grantee agree that any proceedings undertaken by the Grantor that relate to the renewal of the Grantee's Franchise shall be governed by and comply with the provisions of Section 626 of the Cable Act, or any such successor statute.

### **SECTION 4** **Indemnification and Insurance**

**4.1 Indemnification.** The Grantee shall, by acceptance of the Franchise granted herein, defend the Grantor, its officers, boards, commissions, agents, and employees for all claims for injury to any Person or property caused by the negligence of Grantee in the construction or operation of the Cable System and in the event of a determination of liability shall indemnify and hold Grantor, its officers, boards, commissions, agents, and employees harmless from any and all liabilities, claims, demands, or judgments growing out of any injury to any Person or property as a result of the negligence of Grantee arising out of the construction, repair, extension, maintenance, operation or removal of its wires, poles or other equipment of any kind or character used in connection with the operation of the Cable System, provided that the Grantor shall give the Grantee written notice of its obligation to indemnify the Grantor within ten (10) days of receipt of a claim or action pursuant to this section. In the event any such claim arises, the Grantor shall tender the defense thereof to the Grantee and the Grantee shall have the right to defend, settle or compromise any claims arising hereunder and the Grantor shall cooperate fully herein. If the Grantor determines in good faith that its interests cannot be represented by the Grantee, the Grantee shall be excused from any obligation to represent the Grantor. Notwithstanding the foregoing, the Grantee shall not be obligated to indemnify the Grantor for any damages, liability or claims resulting from the willful misconduct or negligence of the Grantor or for the Grantor's use of the Cable System.



**4.2 Insurance.**

A. The Grantee shall maintain throughout the term of the Franchise insurance in amounts at least as follows:

Workers' Compensation	Statutory Limits
Commercial General Liability	\$1,000,000 per occurrence, \$2,000,000 General Aggregate
Auto Liability including coverage on all owned, non-owned hired autos	\$1,000,000 per occurrence Combined Single Limit
Umbrella Liability	\$1,000,000 per occurrence

B. The Grantor shall be added as an additional insured, arising out of work performed by Charter, to the above Commercial General Liability, Auto Liability and Umbrella Liability insurance coverage.

C. The Grantee shall furnish the Grantor with current certificates of insurance evidencing such coverage upon request.

**SECTION 5**  
**Service Obligations**

**5.1 No Discrimination.** Grantee shall not deny service, deny access, or otherwise discriminate against Subscribers, Channel users, or general citizens on the basis of race, color, religion, national origin, age or sex.

**5.2 Privacy.** The Grantee shall fully comply with the privacy rights of Subscribers as contained in Cable Act Section 631 (47 U.S.C. § 551).

**SECTION 6**  
**Service Availability**

**6.1 Service Area.** The Grantee shall make Cable Service distributed over the Cable System available to every residence capable of a Standard Installation within the Franchise Area where there is a minimum density of at least fifteen (15) residences per linear strand mile of aerial cable not already passed by the Cable System as measured from Grantee's closest technologically feasible tie-in point that is actively delivering Cable Service as of the date of such request for service. To the extent this provision requires Grantee to extend service to residences not capable of receiving Cable Service as of the Effective Date, extension of Cable Service provided pursuant to this Section is conditioned on Grantee's ability: (i) to legally access the residence; (ii) to obtain access to any necessary poles, conduits, or other facilities on reasonable terms and conditions; and (iii) to receive all necessary permits on a timely and non-discriminatory basis. Grantee at its discretion may make Cable Service available to businesses within the Franchise Area.

**6.2 Subscriber Charges for Extensions of the Cable System.** No Subscriber shall be refused service arbitrarily. However, if an area does not meet the density requirements of Section 6.1 above, the Grantee shall only be required to extend the Cable System to Subscribers in that area if the Subscribers are willing to share the capital costs of extending the Cable System. The Grantee may require that payment of the capital contribution in aid of construction borne by such potential Subscribers be paid in advance. Subscribers shall also be responsible for any Standard/non-standard Installation charges to extend the Cable System from the tap to the residence.

**6.3 New Development Underground.** In cases of new construction or property development where utilities are to be placed underground, the Grantor agrees to require as a condition of issuing a permit for open trenching to any developer or property owner that such developer or property owner give Grantee at least thirty (30) days prior written notice of such construction or development, and of the particular dates on which open trenching will be available for Grantee's installation of conduit, pedestals and/or vaults, and laterals to be provided at Grantee's expense. Grantee shall also provide specifications as needed for trenching. Costs of trenching and easements required to bring service to the development shall be borne by the developer or property owner; except that if Grantee fails to install its conduit, pedestals and/or vaults, and laterals within fifteen (15) working days of the date the trenches are available, as designated in the written notice given by the developer or property owner, then should the trenches be closed after the fifteen day period, the cost of new trenching is to be borne by Grantee.

**6.4 Annexation.** The Grantor shall promptly provide written notice to the Grantee of its annexation of any territory which is being provided Cable Service by the Grantee or its affiliates. Such annexed area will be subject to the provisions of this Franchise upon sixty (60) days' written notice from the Grantor, subject to the conditions set forth below and Section 6.1 above. The Grantor shall also notify Grantee in writing of all new street address assignments or changes within the Franchise Area. Grantee shall within ninety (90) days after receipt of the annexation notice, pay the Grantor franchise fees on revenue received from the operation of the Cable System to provide Cable Services in any area annexed by the Grantor if the Grantor has provided a written annexation notice that includes the addresses that will be moved into the Franchise Area in an Excel format or in a format that will allow Grantee to change its billing system. If the annexation notice does not include the addresses that will be moved into the Franchise Area, Grantee shall pay franchise fees within ninety (90) days after it receives the annexed addresses as set forth above. All notices due under this section shall be sent by certified mail, return receipt requested to the addresses set forth in Section 14.7 with a copy to the Director of Government Affairs. In any audit of franchise fees due under this Franchise, Grantee shall not be liable for franchise fees on annexed areas unless and until Grantee has received notification and information that meets the standards set forth in this section.

## **SECTION 7** **Construction and Technical Standards**

**7.1 Compliance with Codes.** All construction practices and installation of equipment shall be done in accordance with all applicable sections of the National Electric Safety Code.

**7.2 Construction Standards and Requirements.** All of the Grantee's Equipment shall be installed, located, erected, constructed, reconstructed, replaced, removed, repaired, maintained and

operated in accordance with good engineering practices and performed by experienced maintenance and construction personnel.

**7.3 Safety.** The Grantee shall at all times employ ordinary care and shall use commonly accepted methods and devices preventing failures and accidents which are likely to cause damage.

**7.4 Network Technical Requirements.** The Cable System shall be designed, constructed and operated so as to meet those technical standards adopted by the FCC relating to Cable Systems contained in part 76 of the FCC's rules and regulations as may be amended from time to time.

## **SECTION 8** **Conditions on Street Occupancy**

**8.1 General Conditions.** Grantee shall have the right to utilize existing poles, conduits and other facilities whenever possible, and shall not construct or install any new, different, or additional poles, conduits, or other facilities on public property provided Grantee is able to access existing poles, conduits, or other facilities on reasonable terms and conditions.

**8.2 Underground Construction.** The facilities of the Grantee shall be installed underground in those Service Areas where existing telephone and electric services are both underground at the time of system construction. In areas where either telephone or electric utility facilities are installed aerially at the time of system construction, the Grantee may install its facilities aerially with the understanding that at such time as the existing aerial facilities are required to be placed underground by the Grantor, the Grantee shall likewise place its facilities underground. In the event Grantor or any agency thereof directly or indirectly reimburses any utility for the placement of cable underground or the movement of cable, Grantee shall be similarly reimbursed.

**8.3 Construction Codes and Permits.** Grantee shall obtain all legally required permits before commencing any construction work, including the opening or disturbance of any Street within the Franchise Area, provided that such permit requirements are of general applicability and such permitting requirements are uniformly and consistently applied by the Grantor as to other public utility companies and other entities operating in the Franchise Area. The Grantor shall cooperate with the Grantee in granting any permits required, providing such grant and subsequent construction by the Grantee shall not unduly interfere with the use of such Streets. Notwithstanding the above, the Grantee may set off any administrative permit fees or other fees required by the Grantor related to the Grantee's use of Grantor rights-of-way against the franchise fee payments required under Section 10.1 of this Franchise.

**8.4 System Construction.** All transmission lines, equipment and structures shall be so installed and located as to cause minimum interference with the rights and reasonable convenience of property owners and at all times shall be kept and maintained in a safe, adequate and substantial condition, and in good order and repair. The Grantee shall, at all times, employ ordinary care and use commonly accepted methods and devices for preventing failures and accidents which are likely to cause damage, injuries, or nuisances to the public. Suitable barricades, flags, lights, flares or other devices shall be used at such times and places as are reasonably required for the safety of all members of the public. Any poles or other fixtures placed in any public way by the Grantee shall be placed in such a manner as not to interfere with the usual travel on such public way.

**8.5 Restoration of Public Ways.** Grantee shall, at its own expense, restore any damage or disturbance caused to the public way as a result of its operation, construction, or maintenance of the Cable System to a condition reasonably comparable to the condition of the Streets immediately prior to such damage or disturbance.

**8.6 Tree Trimming.** Grantee or its designee shall have the authority to trim trees on public property at its own expense as may be necessary to protect its wires and facilities.

**8.7 Relocation for the Grantor.** The Grantee shall, upon receipt of reasonable advance written notice, to be not less than ten (10) business days, protect, support, temporarily disconnect, relocate, or remove any property of Grantee when lawfully required by the Grantor pursuant to its police powers. Grantee shall be responsible for any costs associated with these obligations to the same extent all other users of the Grantor rights-of-way are responsible for the costs related to the relocation of their facilities.

**8.8 Relocation for a Third Party.** The Grantee shall, on the request of any Person holding a lawful permit issued by the Grantor, protect, support, raise, lower, temporarily disconnect, relocate in or remove from the Street as necessary any property of the Grantee, provided that the expense of such is paid by any such Person benefiting from the relocation and the Grantee is given reasonable advance written notice to prepare for such changes. The Grantee may require such payment in advance. For purposes of this subsection, “reasonable advance written notice” shall be no less than ten (10) business days in the event of a temporary relocation and no less than one hundred twenty (120) days for a permanent relocation.

**8.9 Reimbursement of Costs.** If funds are available to any Person using the Streets for the purpose of defraying the cost of any of the foregoing, the Grantor shall reimburse the Grantee in the same manner in which other Persons affected by the requirement are reimbursed. If the funds are controlled by another governmental entity, the Grantor shall make application for such funds on behalf of the Grantee.

**8.10 Emergency Use.** Grantee shall comply with 47 U.S.C. 544(g) and all regulations issued pursuant thereto with respect to an Emergency Alert System (“EAS”).

## **SECTION 9** **Service and Rates**

**9.1 Phone Service.** The Grantee shall maintain a toll-free telephone number and a phone service operated to receive complaints and requests for repairs or adjustments at any time.

**9.2 Notification of Service Procedures.** The Grantee shall furnish each Subscriber at the time service is installed, written instructions that clearly set forth information concerning the procedures for making inquiries or complaints, including the Grantee’s name, address and local telephone number. Grantee shall give the Grantor notice of any changes in rates, programming services or Channel positions in accordance with applicable law.

**9.3 Rate Regulation.** Grantor shall have the right to exercise rate regulation to the extent authorized by law, or to refrain from exercising such regulation for any period of time, at the sole discretion of the Grantor. If and when exercising rate regulation, the Grantor shall abide by the

terms and conditions set forth by the FCC. Nothing herein shall be construed to limit the Grantee's ability to offer or provide bulk rate discounts or promotions.

**9.4 Continuity of Service.** It shall be the right of all Subscribers to continue receiving Cable Service insofar as their financial and other obligations to the Grantee are honored, and subject to Grantee's rights under Section 14.2 of this Franchise.

## **SECTION 10** **Franchise Fee**

**10.1 Amount of Fee.** Grantee shall pay to the Grantor an annual franchise fee in an amount equal to five percent (5%) of the annual Gross Revenue. Franchise fees may be passed through to Subscribers as a line item on Subscriber bills or otherwise as Grantee chooses, consistent with federal law. The amount of franchise fee and the method of calculation shall be equal when compared to the amount or method of calculation of the franchise fee in any other cable franchise or authorization to provide video service granted by Grantor. In the event any other cable franchise or authorization to provide video service provides for a lesser franchise fee than this Franchise, Grantee's obligation to pay a franchise fee under this Section 10.1 shall be reduced by an equivalent amount.

**10.2 Payment of Fee.** Payment of the fee due the Grantor shall be made on an annual basis, within forty-five (45) days of the close of each calendar year. The payment period and the collection of the franchise fees that are to be paid to the Grantor pursuant to the Franchise shall commence sixty (60) days after the Effective Date of the Franchise as set forth in Section 14.12. In the event of a dispute, the Grantor, if it so requests, shall be furnished a statement of said payment, reflecting the Gross Revenues and the applicable charges.

**10.3 Accord and Satisfaction.** No acceptance of any payment by the Grantor shall be construed as a release or as an accord and satisfaction of any claim the Grantor may have for additional sums payable as a franchise fee under this Franchise.

**10.4 Limitation on Recovery.** The period of limitation for recovery of any franchise fee payable hereunder shall be three (3) years from the date on which payment by the Grantee was due.

## **SECTION 11** **Transfer of Franchise**

**11.1 Franchise Transfer.** The Franchise granted hereunder shall not be assigned, other than by operation of law or to an entity controlling, controlled by, or under common control with the Grantee, without the prior consent of the Grantor, such consent not to be unreasonably withheld or delayed. No such consent shall be required, however, for a transfer in trust, by mortgage, by other hypothecation, or by assignment of any rights, title, or interest of the Grantee in the Franchise or Cable System to secure indebtedness. Within thirty (30) days of receiving a request for transfer, the Grantor shall notify the Grantee in writing of any additional information it reasonably requires to determine the legal, financial and technical qualifications of the transferee. If the Grantor has not taken action on the Grantee's request for transfer within one hundred twenty (120) days after receiving such request, consent by the Grantor shall be deemed given.

**SECTION 12**  
**Records**

**12.1 Inspection of Records.** Grantee shall permit any duly authorized representative of the Grantor, upon receipt of advance written notice, to examine during normal business hours and on a non-disruptive basis any and all of Grantee's records maintained by Grantee as is reasonably necessary to ensure Grantee's compliance with the material terms of this Franchise. Such notice shall specifically reference the subsection of the Franchise that is under review so that the Grantee may organize the necessary books and records for easy access by the Grantor. The Grantee shall not be required to maintain any books and records for Franchise compliance purposes longer than two (2) years, provided that Grantee shall retain books and records relevant to the payment of the Franchise Fee for a period of three (3) years. The Grantee shall not be required to provide Subscriber information in violation of Section 631 of the Cable Act. The Grantor agrees to treat as confidential any books, records or maps that constitute proprietary or confidential information to the extent Grantee makes the Grantor aware of such confidentiality. If the Grantor believes it must release any such confidential books, records, or maps in the course of enforcing this Franchise, or for any other reason, it shall advise Grantee in advance so that Grantee may take appropriate steps to protect its interests. Until otherwise ordered by a court or agency of competent jurisdiction, the Grantor agrees that, to the extent permitted by State and federal law, it shall deny access to any of Grantee's books, records, or maps marked confidential, as set forth above, to any Person.

**SECTION 13**  
**Enforcement or Revocation**

**13.1 Notice of Violation.** If the Grantor believes that the Grantee has not complied with the terms of the Franchise, the Grantor shall first informally discuss the matter with Grantee. If these discussions do not lead to resolution of the problem, the Grantor shall notify the Grantee in writing of the exact nature of the alleged noncompliance (the "Violation Notice").

**13.2 Grantee's Right to Cure or Respond.** The Grantee shall have thirty (30) days from receipt of the Violation Notice to (i) respond to the Grantor, contesting the assertion of noncompliance, or (ii) to cure such default, or (iii) if, by the nature of default, such default cannot be cured within the thirty (30) day period, initiate reasonable steps to remedy such default and notify the Grantor of the steps being taken and the projected date that they will be completed.

**13.3 Public Hearing.** If the Grantee fails to respond to the Violation Notice received from the Grantor, or if the default is not remedied within the cure period set forth above, the Board shall schedule a public hearing if it intends to continue its investigation into the default. The Grantor shall provide the Grantee at least twenty (20) days prior written notice of such hearing, which specifies the time, place and purpose of such hearing, notice of which shall be published by the Clerk of the Grantor in a newspaper of general circulation within the Grantor in accordance with subsection 14.8 hereof. At the hearing, the Board shall give the Grantee an opportunity to state its position on the matter, present evidence and question witnesses, after which it shall determine whether or not the Franchise shall be revoked. The public hearing shall be on the record and a written transcript shall be made available to the Grantee within ten (10) business days. The decision of the Board shall be made in writing and shall be delivered to the Grantee. The Grantee

may appeal such determination to an appropriate court, which shall have the power to review the decision of the Board *de novo*. The Grantee may continue to operate the Cable System until all legal appeals procedures have been exhausted.

**13.4 Enforcement.** Subject to applicable federal and State law, in the event the Grantor, after the hearing set forth in subsection 13.3 above, determines that the Grantee is in default of any provision of the Franchise, the Grantor may:

- A. Seek specific performance of any provision, which reasonably lends itself to such remedy, as an alternative to damages; or
- B. Commence an action at law for monetary damages or seek other equitable relief; or
- C. In the case of a substantial default of a material provision of the Franchise, seek to revoke the Franchise itself in accordance with subsection 13.5 below.

**13.5 Revocation.**

- A. Prior to revocation or termination of the Franchise, the Grantor shall give written notice to the Grantee of its intent to revoke the Franchise on the basis of a pattern of noncompliance by the Grantee, including one or more instances of substantial noncompliance with a material provision of the Franchise. The notice shall set forth the exact nature of the noncompliance. The Grantee shall have sixty (60) days from such notice to either object in writing and to state its reasons for such objection and provide any explanation or to cure the alleged noncompliance. If the Grantor has not received a satisfactory response from Grantee, it may then seek to revoke the Franchise at a public hearing. The Grantee shall be given at least thirty (30) days prior written notice of such public hearing, specifying the time and place of such hearing and stating its intent to revoke the Franchise. The public hearing shall be conducted in accordance with the requirements of Section 13.3 above.
- B. Notwithstanding the above provisions, the Grantee reserves all of its rights under federal law or regulation.
- C. Upon revocation of the Franchise, Grantee may remove the Cable System from the Streets of the Grantor, or abandon the Cable System in place.

## **SECTION 14** **Miscellaneous Provisions**

**14.1 Compliance with Laws.** Grantor and Grantee shall conform to all applicable state and federal laws and rules regarding cable television as they become effective. Grantee shall also conform with all generally applicable Grantor ordinances, resolutions, rules and regulations heretofore or hereafter adopted or established during the entire term of the Franchise. In the event of a conflict between Grantor ordinances, resolutions, rules or regulations and the provisions of this Franchise, the provisions of this Franchise shall govern.

**14.2 Force Majeure.** The Grantee shall not be held in default under, or in noncompliance with the provisions of the Franchise, nor suffer any enforcement or penalty relating to noncompliance or default, where such noncompliance or alleged defaults occurred or were caused by circumstances reasonably beyond the ability of the Grantee to anticipate and control. This provision includes, but is not limited to, severe or unusual weather conditions, fire, flood, or other acts of God, strikes, work delays caused by failure of utility providers to service, maintain or monitor their utility poles to which Grantee's Cable System is attached, as well as unavailability of materials and/or qualified labor to perform the work necessary.

**14.3 Minor Violations.** Furthermore, the parties hereby agree that it is not the Grantor's intention to subject the Grantee to forfeitures or revocation of the Franchise for violations of the Franchise where the violation was a good faith error that resulted in no or minimal negative impact on the Subscribers within the Franchise Area, or where strict performance would result in practical difficulties or hardship to the Grantee which outweighs the benefit to be derived by the Grantor and/or Subscribers.

**14.4 Action of Parties.** In any action by the Grantor or the Grantee that is mandated or permitted under the terms hereof, such party shall act in a reasonable, expeditious and timely manner. Furthermore, in any instance where approval or consent is required under the terms hereof, such approval or consent shall not be unreasonably withheld.

**14.5 Equal Protection.** If any other provider of cable services or video services (without regard to the technology used to deliver such services) is lawfully authorized by the Grantor or by any other State or federal governmental entity to provide such services using facilities located wholly or partly in the public rights-of-way of the Grantor, the Grantor shall within thirty (30) days of a written request from Grantee, modify this Franchise to insure that the obligations applicable to Grantee are no more burdensome than those imposed on the new competing provider. If the Grantor fails to make modifications consistent with this requirement, Grantee's Franchise shall be deemed so modified thirty (30) days after the Grantee's initial written notice. As an alternative to the Franchise modification request, the Grantee shall have the right and may choose to have this Franchise with the Grantor be deemed expired thirty (30) days after written notice to the Grantor. Nothing in this Franchise shall impair the right of the Grantee to terminate this Franchise and, at Grantee's option, negotiate a renewal or replacement franchise, license, consent, certificate or other authorization with any appropriate government entity. Nothing in this Section 14.5 shall be deemed a waiver of any remedies available to Grantee under federal, state or municipal law, including but not limited to Section 625 of the Cable Act, 47 U.S.C. § 545.

**14.6 Change in Law.** Notwithstanding any other provision in this Franchise, in the event any change to state or federal law occurring during the term of this Franchise eliminates the requirement for any person desiring to provide video service or Cable Service in the Franchise Area to obtain a franchise from the Grantor, then Grantee shall have the right to terminate this Franchise and operate the system under the terms and conditions established in applicable law. If Grantee chooses to terminate this Franchise pursuant to this provision, this Franchise shall be deemed to have expired by its terms on the effective date of any such change in law, whether or not such law allows existing franchise agreements to continue until the date of expiration provided in any existing franchise.



**14.7 Notices.** Unless otherwise provided by federal, State or local law, all notices pursuant to this Franchise shall be in writing and shall be deemed to be sufficiently given upon delivery to a Person at the address set forth below, or by U.S. certified mail, return receipt requested, nationally or internationally recognized courier service such as Federal Express or electronic mail communication to the designated electronic mail address provided below. As set forth above, notice served upon the Grantor shall be delivered or sent to:

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

Grantee: Charter Communications  
Director, Government Affairs  
400 Old County Road  
Rockland, ME 04841

Copy to: Charter Communications  
Attn: Vice President, Government Affairs  
12405 Powerscourt Drive  
St. Louis, MO 63131

**14.8 Public Notice.** Minimum public notice of any public meeting relating to this Franchise or any such grant of additional franchises, licenses, consents, certificates, authorizations, or exemptions by the Grantor to any other Person(s) to provide Cable Services, video services, or other television services utilizing any system or technology requiring use of the public rights of way shall be by publication at least once in a newspaper of general circulation in the area at least ten (10) days prior to the meeting and a posting at the administrative buildings of the Grantor.

**14.8.1** Grantor shall provide written notice to Grantee within ten (10) days of Grantor's receipt from any other Person(s) of an application or request for a franchise(s), license(s), consent(s), certificate(s), authorization(s), or exemption(s) to provide Cable Services, video services, or other television services utilizing any system or technology requiring use of the public rights of way. Any public hearings to consider such application or request shall have the same notice requirement as outlined in Paragraph 14.7 above.

**14.9 Severability.** If any section, subsection, sentence, clause, phrase, or portion of this Franchise is, for any reason, held invalid or unconstitutional by any court of competent jurisdiction, such portion shall be deemed a separate, distinct and independent provision and such holding shall not affect the validity of the remaining portions of this Franchise.

**14.10 Entire Agreement.** This Franchise and any Exhibits hereto constitute the entire agreement between Grantee and the Grantor and they supersede all prior or contemporaneous agreements, representations or understandings (whether written or oral) of the parties regarding the subject matter hereof.

**14.11 Administration of Franchise.** This Franchise is a contract and neither party may take any unilateral action that materially changes the mutual promises and covenants contained herein. Any changes, modifications or amendments to this Franchise must be made in writing, signed by the Grantor and the Grantee. Any determination by the Grantor regarding the interpretation or enforcement of this Franchise shall be subject to de novo judicial review.

**14.12 Effective Date.** The Franchise granted herein will take effect and be in full force from such date of acceptance by Grantee recorded on the signature page of this Franchise. If any fee or grant that is passed through to Subscribers is required by this Franchise, such fee or grant shall go into effect sixty (60) days after the Effective Date of this Franchise.

**14.13 No Third Party Beneficiaries.** Nothing in this Franchise is intended to confer third-party beneficiary status on any person other than the parties to this Franchise to enforce the terms of this Franchise.

Considered and approved this \_\_\_ day of \_\_\_\_\_, 2022.

Town of Belgrade, ME

Signature: \_\_\_\_\_

Name/Title: \_\_\_\_\_

Accepted this \_\_\_ day of \_\_\_\_\_, 2022, subject to applicable federal and State law.

Spectrum Northeast, LLC

LKA Charter Communications

Signature: \_\_\_\_\_

Name/Title: Paul Abbott, VP – Local Government  
Affairs and Franchising

# Memo

To: Board of Selectpersons  
From: Anthony Wilson, former town manager  
Date: June 7, 2022  
Re: Cemetery plot purchase request

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Non-resident Joyce E. Bulmer, who lives in Oakland, has requested she be allowed to purchase one plot in Pine Grove Cemetery for her cremains. (See attached letter.) The Cemetery Committee recommends approving this request. Section 4.7 of the Cemetery Ordinance approved at Town Meeting in March reads as follows:

A non-resident's application to purchase a lot/spaces shall first be reviewed by the Cemetery Committee, which will be forwarded as a recommendation to the Board of Selectperson's consideration. A non-resident may be assigned up to four (4) spaces total in the town's cemetery providing that he/she fulfills one of the following three requirements:

1. That person must have had his/her birth parent or legal relative residing in the Town of Belgrade at the time of their birth.
2. That person must have relatives who are either living in Belgrade or who are buried in the cemetery. Mrs. Bulmer's paternal grandparents, Dean and Della Bulmer, are buried in the cemetery.
3. That person owns and has paid property taxes on real estate in the Town of Belgrade for a period of not less than 20 (twenty) year.

This request was received in January, but held until the new Cemetery Ordinance took effect, which included a recommendation from the Cemetery Committee, which recently considered the request.

Jan. 18, 2022

Chris Dutill  
990 Augusta Road.  
Belgrade, Maine 04917

Dear Mr. Dutill,

I would like to purchase one plot  
for my own remains.

My Grandparents, Dean and Della Bulmer are  
buried in Belgrade. (Paternal grandparents)

My name is: Joyce E. Bulmer DOB [REDACTED]

Cell Phone: [REDACTED]

Thank you in advance for your  
consideration in this matter.  
(now Porter)

References: - Jan Hammond at Oakland Town Office  
Ralph Lentestey - [REDACTED]

Joyce E. Bulmer

Memo

To: Mary Vogel, Belgrade Selectpersons

From: Linda Bacon, BPR

Date: June 1, 2022

RE: Requests from the BPR for inclusion in the next Selectpersons meeting agenda

The BPR has a few items that we'd like included on the agenda for next week's meeting.

**First**, we want to endorse Jessica White's reappointment to the BPR.

**Second**, a motion was made by Kaitlyn Thibodeau that the town provide all BPR members with town email addresses due to Freedom of Information Act concerns. This motion was seconded by Susan Bolduc and approved unanimously.

**Third**, considerable discussion occurred regarding mowing of the Kenneth Workman fields. Prior to last year, the town gave KWYSP \$3,500 to cover this expense. Last year, the town facility maintenance crew were supposed to mow and KWYSP received no funds. This did not work as well as it could have. This was supposed to happen again this year, but the fields have not been mowed yet. This is the season for baseball and softball and the fields need to be mowed. KWYSP has been inquiring about the cost of mowing and is requesting that the Town pay for up to \$4,000 for mowing expenses. According to Mary Vogel, "The money for the mowing of the lawn was placed in facility maintenance for parks, the money should come from that department and not the Recreation Reserve Account. There was \$3,000 in the budget." If the cost exceeds this \$3000, the BPR is requesting that the balance be provided from the recreation reserve account. The anticipated increase is due to inflation's effect on gas prices, repairs and labor, the costs of which will be passed on to KWYSP. The area to be mowed will include the Workman fields and possibly some areas used by KWYSP that are on school property. KWYSP will be contacting RSU 18 about providing additional mowing. Linda Bacon made a motion for the Town of Belgrade pay for the maintenance and upkeep of the KWYSP area (possibly some of the school fields) up to \$4,000 through October. This motion was seconded by Kaitlyn Thibodeau and approved unanimously.

**Last**, the condition of the soccer goals was discussed. They are at least 15 years old and in poor repair, such that someone could be injured. Jamie Dionne made a motion to use up to \$10,000 of the recreation reserve funds to purchase 4 new soccer goals for school/KWYSP/public use. This motion was seconded by Kaitlyn Thibodeau and approved unanimously.

To: Towns of Belgrade, Wilton, and Mt. Vernon

From: Trisha Davis ACO

Subject: Letter of Resignation

Date: June 1, 2022

After much thought and consideration, I have decided to resign my position as the town ACO. Most people feel this job is easy and most cases can be resolved over the phone. However, this is not the case.

Most of my calls are after 6 pm and on weekends and holidays because that's when people are home and have time to complain or there's more activity with their pets. Many of these people are rude and inconsiderate which by no means is that how you resolve issues.

Besides the stress of addressing these issues, the compensation is basically an insult and might as well consider the job voluntary. I put over 20,000 miles on my truck ,and unfortunately all my vehicles are diesel, and either get no mileage reimbursement or below market value. Also, the hours needed to research, print, and prepare all of the necessary forms needed are not included in my log hrs. Most towns

provided me with very little material to work with and was pretty much on my own to figure it out. The state is of very little help, as they are understaffed like everyone else.

After some research, I realize that the larger towns ACO's are also police officers. They are not on call 24/7, do not use their own vehicle, and have benefits. I realize small towns a quarter that size can't pay for a full time ACO, but I get a little over \$1000 month for all 3 towns. When I do need to go out of town, it is also almost impossible to find someone to cover. As I write this letter, I have already received 2 calls today before noon.

I took this position because I have a genuine love of animals and I feel I have performed to the best of my abilities, but unfortunately my time is more valuable for my other endeavors.

I will continue to serve until July 1, 2022. Thank you for the opportunity to work for you.

Regards,

Trisha Davis



A / P Warrant

Warrant 64

Jrnl	Check	Month	Invoice Description	Reference	Amount	Encumbrance
Description	Account	Proj				
<b>00000 7 LAKES ALLIANCE</b>						
0228	22623	06	WARRANT ARTICLE	2022		
WARRANT ARTICLE	E 22-01-51-04				8,400.00	0.00
	SPEC REQUEST / SPEC REQUEST - SPECIAL REQU / 7 LAKES ALLI					
			<b>Vendor Total-</b>		<b>8,400.00</b>	
<b>00664 ALL SEASONS TREE SERVICE</b>						
0228	22624	06	TREE REMOVAL	4/20/2022		
TREE REMOVAL	E 13-01-20-07				950.00	0.00
	FACILITIES / GENERAL - SERVICES / CONTRACTED					
			<b>Vendor Total-</b>		<b>950.00</b>	
<b>00004 AMERICAN LOGGERS FIRE SUPPRESSION L</b>						
0228	22625	06	CFAS FIRE SUPP SYS INSPEC	8010		
CFAS FIRE SUPP SYS INSPEC	E 13-02-35-17				127.00	0.00
	FACILITIES / CFAS - REPAIRS / EXTINGUISHER					
			<b>Vendor Total-</b>		<b>127.00</b>	
<b>00289 AUGUSTA FUEL CORP.</b>						
0228	22626	06	CFAS HEATING	5954496		
CFAS HEATING	E 13-02-20-05				307.05	0.00
	FACILITIES / CFAS - SERVICES / HEATING					
			<b>Invoice Total-</b>		<b>307.05</b>	
0228	22626	06	GA CASE	5954856		
GA CASE	E 21-02-20-05				373.99	0.00
	GEN'L ASSIST / EMRGNCY FUEL - SERVICES / HEATING					
			<b>Invoice Total-</b>		<b>373.99</b>	
0228	22626	06	DEPOT FD HEATING	5954853		
DEPOT FD HEATING	E 13-07-20-05				309.92	0.00
	FACILITIES / FD:DEPOT - SERVICES / HEATING					
			<b>Invoice Total-</b>		<b>309.92</b>	
0228	22626	06	NBCC HEATING	5954855		
NBCC HEATING	E 13-03-20-05				304.80	0.00
	FACILITIES / NBCC - SERVICES / HEATING					
			<b>Invoice Total-</b>		<b>304.80</b>	
0228	22626	06	NBFD HEATING	5954854		
NBFD HEATING	E 13-08-20-05				56.09	0.00
	FACILITIES / FD:NB - SERVICES / HEATING					
			<b>Invoice Total-</b>		<b>56.09</b>	
0228	22626	06	10 DALTON HEATING	5954858		
10 DALTON HEATING	E 13-11-20-05				90.89	0.00
	FACILITIES / DALTON - SERVICES / HEATING					
			<b>Invoice Total-</b>		<b>90.89</b>	
0228	22626	06	8 DALTON HEATING	5954857		
8 DALTON HEATING	E 13-11-20-05				62.23	0.00
	FACILITIES / DALTON - SERVICES / HEATING					
			<b>Invoice Total-</b>		<b>62.23</b>	
0228	22626	06	LAKES FD HEATING	5954852		
LAKES FD HEATING	E 13-06-20-05				277.98	0.00
	FACILITIES / FD:LAKES - SERVICES / HEATING					
			<b>Invoice Total-</b>		<b>277.98</b>	
			<b>Vendor Total-</b>		<b>1,782.95</b>	
<b>00338 B.D.S WASTE DISPOSAL INC</b>						
0228	22627	06	TIRE DISPOSAL	22372		
TIRE DISPOSAL	E 15-05-20-13				375.00	0.00
	SOLID WASTE / WASTE - SERVICES / DISPOSAL					

**A / P Warrant**

Warrant 64

Jrnl	Check	Month	Invoice Description	Reference	Amount	Encumbrance
Description	Account	Proj				
<b>Vendor Total-</b>					<b>375.00</b>	
<b>00238 BAKER &amp; TAYLOR BOOKS # 510486</b>						
0228	22628	06	MAY BOOK ORDER	5017756982		
MAY BOOK ORDER	E 30-01-30-09				237.61	0.00
			LIBRARY / LIBRARY - SUPPLIES / BOOKS			
<b>Vendor Total-</b>					<b>237.61</b>	
<b>00271 BERNSTEIN, SHUR, SAWYER &amp; NELSON</b>						
0226	22629	06	TAN PREPARATION	2022		
TAN PREPARATION	E 01-10-15-02				2,400.00	0.00
			GEN'L GOV. / ADMIN - PROFESSIONAL / LEGAL			
<b>Vendor Total-</b>					<b>2,400.00</b>	
<b>00311 BOY LOCKSMITH</b>						
0228	22630	06	TOWN OFFICE MASTER KEYS	19345		
TOWN OFFICE MASTER KEYS	E 13-03-35-08				222.00	0.00
			FACILITIES / NBCC - REPAIRS / BUILDING			
<b>Vendor Total-</b>					<b>222.00</b>	
<b>00092 CENTRAL MAINE MOTORS</b>						
0228	22631	06	R-6 REPAIR	171543		
R-6 REPAIR	E 05-05-35-04				561.56	0.00
			PUBLIC SAFTY / FD/ RSC DEPT - REPAIRS / FIRE TRUCKS			
<b>Vendor Total-</b>					<b>561.56</b>	
<b>00020 CENTRAL MAINE POWER</b>						
0228	22633	06	CFAS ELECTRICITY	717001379400		
CFAS ELECTRICITY	E 13-02-20-04				417.62	0.00
			FACILITIES / CFAS - SERVICES / ELECTRICITY			
<b>Invoice Total-</b>					<b>417.62</b>	
0228	22633	06	CFAS OUTBUILDING ELECTRIC	720001350453		
CFAS OUTBUILDING ELECTRIC	E 13-02-20-04				16.86	0.00
			FACILITIES / CFAS - SERVICES / ELECTRICITY			
<b>Invoice Total-</b>					<b>16.86</b>	
0228	22633	06	WINGS MILLS DAM ELECTRIC	711001413999		
WINGS MILLS DAM ELECTRIC	E 96-01-99-99				18.04	0.00
			DAMS / DAMS - EXPENSE / EXPENSE			
<b>Invoice Total-</b>					<b>18.04</b>	
0228	22633	06	LAKES FD ELECTRICITY	713001401607		
LAKES FD ELECTRICITY	E 13-06-20-04				120.68	0.00
			FACILITIES / FD:LAKES - SERVICES / ELECTRICITY			
<b>Invoice Total-</b>					<b>120.68</b>	
0228	22633	06	18 DALTON ELECTRICITY	712001412714		
18 DALTON ELECTRICITY	E 13-11-20-04				19.60	0.00
			FACILITIES / DALTON - SERVICES / ELECTRICITY			
<b>Invoice Total-</b>					<b>19.60</b>	
0228	22633	06	8 DALTON ELECTRICITY	724001241151		
8 DALTON ELECTRICITY	E 13-11-20-04				31.55	0.00
			FACILITIES / DALTON - SERVICES / ELECTRICITY			
<b>Invoice Total-</b>					<b>31.55</b>	
0228	22633	06	10 DALTON ELECTRICITY	707001436043		
10 DALTON ELECTRICITY	E 13-11-20-04				81.53	0.00
			FACILITIES / DALTON - SERVICES / ELECTRICITY			
<b>Invoice Total-</b>					<b>81.53</b>	
0228	22633	06	NBCC ELECTRICITY	702001468322		
NBCC ELECTRICITY	E 13-03-20-04				123.02	0.00
			FACILITIES / NBCC - SERVICES / ELECTRICITY			

Warrant 64

Jrnl	Check	Month	Invoice Description	Reference	Amount	Encumbrance
Description	Account	Proj				
<b>Invoice Total-</b>					<b>123.02</b>	
0228	22633	06	NBFD ELECTRICITY	702001468321		
NBFD ELECTRICITY	E 13-08-20-04				51.92	0.00
FACILITIES / FD:NB - SERVICES / ELECTRICITY						
<b>Invoice Total-</b>					<b>51.92</b>	
0228	22633	06	MAIN ST DAM ELECTRICITY	725001184522		
MAIN ST DAM ELECTRICITY	E 96-01-99-99				18.04	0.00
DAMS / DAMS - EXPENSE / EXPENSE						
<b>Invoice Total-</b>					<b>18.04</b>	
0228	22633	06	TS ELECTRICITY	718001375753		
TS ELECTRICITY	E 13-09-20-04				397.05	0.00
FACILITIES / TRANSFER STA - SERVICES / ELECTRICITY						
<b>Invoice Total-</b>					<b>397.05</b>	
0228	22633	06	TOWN GARAGE ELECTRICITY	712001416604		
TOWN GARAGE ELECTRICITY	E 13-04-20-04				44.28	0.00
FACILITIES / GARAGE - SERVICES / ELECTRICITY						
<b>Invoice Total-</b>					<b>44.28</b>	
0228	22633	06	S&S SHED ELECTRICITY	714001404901		
S&S SHED ELECTRICITY	E 13-05-20-04				18.80	0.00
FACILITIES / SALT & SAND - SERVICES / ELECTRICITY						
<b>Invoice Total-</b>					<b>18.80</b>	
0228	22633	06	DEPOT FD ELECTRICITY	712001416867		
DEPOT FD ELECTRICITY	E 13-07-20-04				55.45	0.00
FACILITIES / FD:DEPOT - SERVICES / ELECTRICITY						
<b>Invoice Total-</b>					<b>55.45</b>	
0228	22633	06	OLD TOWN HOUSE ELECTRICIT	712001416868		
OLD TOWN HOUSE ELECTRICIT	E 13-13-20-04				17.06	0.00
FACILITIES / HISTRY HOUSE - SERVICES / ELECTRICITY						
<b>Invoice Total-</b>					<b>17.06</b>	
0228	22633	06	TOWN OFFICE ELECTRICITY	715001395095		
TOWN OFFICE ELECTRICITY	E 13-14-20-04				451.21	0.00
FACILITIES / TOWN OFFICE - SERVICES / ELECTRICITY						
<b>Invoice Total-</b>					<b>451.21</b>	
0228	22633	06	STREET LIGHTS ELECTRICITY	720001361721		
STREET LIGHTS ELECTRICITY	E 05-25-20-04				95.43	0.00
PUBLIC SAFTY / STREET LIGHT - SERVICES / ELECTRICITY						
<b>Invoice Total-</b>					<b>95.43</b>	
<b>Vendor Total-</b>					<b>1,978.14</b>	
<b>00107 DAVID HALLOWELL CONSTRUCTION LLC</b>						
0228	22634	06	SURFACE GRAVEL	1162		
SURFACE GRAVEL	E 12-01-30-04				37.50	0.00
CEMETERY / CEMETERY - SUPPLIES / OPERATING						
<b>Vendor Total-</b>					<b>37.50</b>	
<b>00000 DRAGO IRENE M</b>						
0228	22635	06	LIBRARY HONORARIUM			
LIBRARY HONORARIUM	E 30-01-20-07				125.00	0.00
LIBRARY / LIBRARY - SERVICES / CONTRACTED						
<b>Vendor Total-</b>					<b>125.00</b>	
<b>224 DUNBAR, LAURA</b>						
0228	22636	06	ART SUPPLIES, MATH&SCIENC	5/18/2022		
ART SUPPLIES, MATH&SCIENC	E 62-01-99-99				102.47	0.00
DC STEVENS / DC STEVENS - EXPENSE / EXPENSE						
<b>Vendor Total-</b>					<b>102.47</b>	

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Warrant 64

Jrnl	Check	Month	Invoice Description	Reference	Amount	Encumbrance
Description			Account	Proj		
<b>00405 EAGLE RENTAL</b>						
0228	22637	06	ALUMINUM BREAK FOR DALTON	09003		
ALUMINUM BREAK			E 13-11-35-08		220.00	0.00
			FACILITIES / DALTON - REPAIRS / BUILDING			
			<b>Vendor Total-</b>		<b>220.00</b>	
<b>00139 FIRE TECH &amp; SAFETY</b>						
0228	22638	06	FIREFIGHTING GLOVES	204518		
FIREFIGHTING GLOVES			E 05-05-40-04		868.00	0.00
			PUBLIC SAFTY / FD/ RSC DEPT - PURCHASES / EQUIPMENT			
			<b>Invoice Total-</b>		<b>868.00</b>	
0228	22638	06	GEAR BAGS	204517		
GEAR BAGS			E 05-05-40-04		280.00	0.00
			PUBLIC SAFTY / FD/ RSC DEPT - PURCHASES / EQUIPMENT			
			<b>Invoice Total-</b>		<b>280.00</b>	
			<b>Vendor Total-</b>		<b>1,148.00</b>	
<b>00459 FRIENDS OF MESSALONSKEE</b>						
0228	22639	06	WARRANT ARTICLE	2022		
WARRANT ARTICLE			E 22-01-51-05		13,100.00	0.00
			SPEC REQUEST / SPEC REQUEST - SPECIAL REQU / FRIENDS			
			<b>Vendor Total-</b>		<b>13,100.00</b>	
<b>00434 GROUP DYNAMIC, INC.</b>						
0228	22640	06	MONTHLY HRA	L2206-016000064		
MONTHLY HRA			E 23-10-99-99		28.00	0.00
			INSURANCE / HRA ADMIN - EXPENSE / EXPENSE			
			<b>Vendor Total-</b>		<b>28.00</b>	
<b>00009 HAMMOND LUMBER COMPANY</b>						
0228	22641	06	MULCH	5539379		
MULCH			E 13-01-30-04		6.99	0.00
			FACILITIES / GENERAL - SUPPLIES / OPERATING			
			<b>Invoice Total-</b>		<b>6.99</b>	
0228	22641	06	8 DALTON REPAIRS	5489081		
8 DALTON REPAIRS			E 13-11-35-08		327.70	0.00
			FACILITIES / DALTON - REPAIRS / BUILDING			
			<b>Invoice Total-</b>		<b>327.70</b>	
0228	22641	06	PAINT FOR 8 DALTON	5467242		
PAINT FOR 8 DALTON			E 13-11-35-08		38.73	0.00
			FACILITIES / DALTON - REPAIRS / BUILDING			
			<b>Invoice Total-</b>		<b>38.73</b>	
0228	22641	06	NEW SAW FOR SHOP	5475254		
NEW SAW FOR SHOP			E 13-01-30-04		159.00	0.00
			FACILITIES / GENERAL - SUPPLIES / OPERATING			
			<b>Invoice Total-</b>		<b>159.00</b>	
0228	22641	06	8 DALTON REPAIRS	5475217		
8 DALTON REPAIRS			E 13-11-35-08		523.13	0.00
			FACILITIES / DALTON - REPAIRS / BUILDING			
			<b>Invoice Total-</b>		<b>523.13</b>	
0228	22641	06	TS OFFICE INSULATION	5516420		
TS OFFICE INSULATION			E 13-09-35-08		143.99	0.00
			FACILITIES / TRANSFER STA - REPAIRS / BUILDING			
			<b>Invoice Total-</b>		<b>143.99</b>	
			<b>Vendor Total-</b>		<b>1,199.54</b>	
<b>00284 HOLINGER, HEATHER</b>						
0228	22642	06	READING SUPPLEMENTAL	5/18/2022		

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Jrnl	Check	Month	Invoice Description	Reference	Amount	Encumbrance
Description			Account	Proj		
READING SUPPLEMENTAL			E 62-01-99-99		144.73	0.00
			DC STEVENS / DC STEVENS - EXPENSE / EXPENSE			
			<b>Vendor Total-</b>		<b>144.73</b>	
<b>00285 HUB INTERNATIONAL NEW ENGLAND</b>						
0228	22643	06	VOLUNTEER INSURANCE	2022		
VOLUNTEER INSURANCE			E 23-35-99-99		200.00	0.00
			INSURANCE / RECREATION - EXPENSE / EXPENSE			
			<b>Vendor Total-</b>		<b>200.00</b>	
<b>00267 IRVING OIL CORPORATION</b>						
0228	22644	06	FACILITY FUEL	34518996		
FACILITY FUEL			E 13-01-30-02		20.82	0.00
			FACILITIES / GENERAL - SUPPLIES / FUEL			
			<b>Invoice Total-</b>		<b>20.82</b>	
0228	22644	06	FACILITY FUEL	34518998		
FACILITY FUEL			E 13-01-30-02		13.48	0.00
			FACILITIES / GENERAL - SUPPLIES / FUEL			
			<b>Invoice Total-</b>		<b>13.48</b>	
			<b>Vendor Total-</b>		<b>34.30</b>	
<b>00589 JJC PHOTO GRAPHIC</b>						
0228	22645	06	MEMORIAL DAY AUDIO SETUP			
MEMORIAL DAY AUDIO SETUP			E 12-01-20-07		250.00	0.00
			CEMETERY / CEMETERY - SERVICES / CONTRACTED			
			<b>Vendor Total-</b>		<b>250.00</b>	
<b>00550 KYOCERA</b>						
0228	22646	06	INK FOR COPIER	55L2217208		
INK FOR COPIER			E 01-10-30-03		308.23	0.00
			GEN'L GOV. / ADMIN - SUPPLIES / OFFICE			
			<b>Vendor Total-</b>		<b>308.23</b>	
<b>00000 LAKE, MARY</b>						
0228	22647	06	CANCELED BURIAL	6/4/2022		
CANCELED BURIAL			R 01-22		250.00	0.00
			GEN'L GOV. - GRAVE OPENIN			
			<b>Vendor Total-</b>		<b>250.00</b>	
<b>00638 LEAF</b>						
0228	22648	06	COPIER CONTRACT	13287954		
COPIER CONTRACT			E 01-10-20-14		10.18	0.00
			GEN'L GOV. / ADMIN - SERVICES / COPIER			
			<b>Vendor Total-</b>		<b>10.18</b>	
<b>00221 LIBERTY BUILDERS</b>						
0228	22649	06	DAM REPAIRS/MAINTENANCE			
DAM REPAIRS/MAINTENANCE			E 96-01-99-99		2,380.00	0.00
			DAMS / DAMS - EXPENSE / EXPENSE			
			<b>Vendor Total-</b>		<b>2,380.00</b>	
<b>00406 LONGFELLOW'S GREENHOUSES</b>						
0228	22650	06	FLOWER MEMORIAL DAY	131044		
FLOWER MEMORIAL DAY			E 12-01-99-01		1,581.94	0.00
			CEMETERY / CEMETERY - EXPENSE / FLOWERS			
			<b>Vendor Total-</b>		<b>1,581.94</b>	
<b>00001 MAINE MUNICIPAL</b>						
0228	22651	06	BENEFITS	JUNE 2022		
DENTAL INSURANCE			G 1-226-00		546.29	0.00
			GEN'L FUND / DENTAL INS			

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Jrnl	Check	Month	Invoice Description	Reference	Amount	Encumbrance
Description			Account	Proj		
LIFE INSURANCE			G 1-229-00		146.01	0.00
			GEN'L FUND / LIFE INS			
VISION INSURANCE			G 1-231-00		19.87	0.00
			GEN'L FUND / VISION INS			
HEALTH INSURANCE:ADMIN			E 01-10-10-13		1,864.42	0.00
			GEN'L GOV. / ADMIN - PERSONNEL / BENEFITS			
HEALTH INSURANCE:FACILITY			E 13-01-10-13		932.21	0.00
			FACILITIES / GENERAL - PERSONNEL / BENEFITS			
HEALTH INSURANCE			G 1-225-00		2,269.64	0.00
			GEN'L FUND / HEALTH INS.			
HEALTH INSURANCE:REC			E 25-30-10-13		834.07	0.00
			RECREATION / REC PROGRAMS - PERSONNEL / BENEFITS			
HEALTH INSURANCE:FD			E 05-05-10-13		1,864.40	0.00
			PUBLIC SAFTY / FD/ RSC DEPT - PERSONNEL / BENEFITS			
HEALTH INSURANCE:MANAGER			E 01-15-10-13		932.21	0.00
			GEN'L GOV. / MANAGER - PERSONNEL / BENEFITS			
HEALTH INSURANCE:LIBRARY			E 30-01-10-13		932.21	0.00
			LIBRARY / LIBRARY - PERSONNEL / BENEFITS			
			<b>Vendor Total-</b>		<b>10,341.33</b>	
<b>00582 MAINE TECHNOLOGY GROUP</b>						
0228	22652	06	IT SUPPORT	28825		
IT SUPPORT			E 01-10-15-03		93.75	0.00
			GEN'L GOV. / ADMIN - PROFESSIONAL / IT SUPPORT			
			<b>Invoice Total-</b>		<b>93.75</b>	
0228	22652	06	JUNE IT SERVICES	28967		
JUNE IT SERVICES			E 01-10-15-03		1,479.99	0.00
			GEN'L GOV. / ADMIN - PROFESSIONAL / IT SUPPORT			
			<b>Invoice Total-</b>		<b>1,479.99</b>	
			<b>Vendor Total-</b>		<b>1,573.74</b>	
<b>0000 MESSALONSKEE HIGH SCHOOL</b>						
0228	22653	06	MEMORIAL DAY BAND	2022		
MEMORIAL DAY BAND			E 12-01-20-07		100.00	0.00
			CEMETERY / CEMETERY - SERVICES / CONTRACTED			
			<b>Vendor Total-</b>		<b>100.00</b>	
<b>00310 MMTCTA</b>						
0228	22654	06	TRAINING	1000425328		
TRAINING			E 01-10-13-01		200.00	0.00
			GEN'L GOV. / ADMIN - EDUCATION / EDUCATION			
			<b>Vendor Total-</b>		<b>200.00</b>	
<b>00256 MODERN PEST SERVICES</b>						
0228	22655	06	CFAS PEST CONTROL	5302345		
CFAS PEST CONTROL			E 13-02-20-12		72.00	0.00
			FACILITIES / CFAS - SERVICES / PEST CONTROL			
			<b>Vendor Total-</b>		<b>72.00</b>	
<b>00182 PIKE INDUSTRIES, INC.</b>						
0228	22656	06	COLD PATCH	1179798		
COLD PATCH			E 10-01-30-04		101.53	0.00
			PUBLIC WORKS / ROADS-GM - SUPPLIES / OPERATING			
			<b>Vendor Total-</b>		<b>101.53</b>	
<b>0040 POWER EQUIPMENT PLUS</b>						
0228	22657	06	BATTERY	99223453		
BATTERY			E 13-01-30-04		171.90	0.00
			FACILITIES / GENERAL - SUPPLIES / OPERATING			
			<b>Vendor Total-</b>		<b>171.90</b>	

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Jrnl	Check	Month	Invoice Description	Reference	Amount	Encumbrance
Description			Account	Proj		
<b>00003 REGISTRY OF DEEDS</b>						
0228	22658	06	3 LIEN DISCHARGES			
3 LIEN DISCHARGES			E 01-10-47-01		57.00	0.00
			GEN'L GOV. / ADMIN - FEES / DISCHARGE			
<b>Vendor Total-</b>					<b>57.00</b>	
<b>00034 RSU # 18</b>						
0228	22659	06	INSTALLMENT- JUNE 2022	JUNE 2022		
RSU # 18 INSTALLMENT			E 31-01-99-99		550,041.80	0.00
			SCHOOL / RSU 18 - EXPENSE / EXPENSE			
<b>Vendor Total-</b>					<b>550,041.80</b>	
<b>00424 STEVENS, JASON</b>						
0228	22660	06	LOCATION ROAD	5/8/2022		
MINI EXCAVATOR 6 HRS			E 10-01-20-07		680.04	0.00
			PUBLIC WORKS / ROADS-GM - SERVICES / CONTRACTED			
TRACOTR 4HRS			E 10-01-20-07		283.48	0.00
			PUBLIC WORKS / ROADS-GM - SERVICES / CONTRACTED			
<b>Invoice Total-</b>					<b>963.52</b>	
0228	22660	06	MCGRATH POT HOLES	5/15/2022		
ONE TON TRUCK 5HRS			E 10-01-20-07		320.80	0.00
			PUBLIC WORKS / ROADS-GM - SERVICES / CONTRACTED			
<b>Invoice Total-</b>					<b>320.80</b>	
<b>Vendor Total-</b>					<b>1,284.32</b>	
<b>00521 TICKE'D OFF</b>						
0228	22661	06	SPRAYED CEMETERY	2022		
SPRAYED CEMETERY			E 12-01-20-07		160.00	0.00
			CEMETERY / CEMETERY - SERVICES / CONTRACTED			
<b>Vendor Total-</b>					<b>160.00</b>	
<b>00048 TREASURER, STATE OF MAINE</b>						
0228	22662	06	PLUMBING PERMITS			
PLUMBING PERMITS			G 1-211-00		210.00	0.00
			GEN'L FUND / PLUMB. PERM.			
<b>Vendor Total-</b>					<b>210.00</b>	
<b>00667 TRI POND VARIETY</b>						
0228	22663	06	ETHANOL GAS	118030218		
ETHANOL GAS			E 05-05-30-02		52.14	0.00
			PUBLIC SAFTY / FD/ RSC DEPT - SUPPLIES / FUEL			
<b>Vendor Total-</b>					<b>52.14</b>	
<b>00304 VOGEL, MARY</b>						
0228	22664	06	RSU 18 BUDG MEET, POSTING	2022		
RSU 18 BUDG MEET, POSTING			E 01-10-20-02		16.28	0.00
			GEN'L GOV. / ADMIN - SERVICES / TRANSPORTATI			
<b>Vendor Total-</b>					<b>16.28</b>	
<b>00013 WASTE MANAGEMENT OF</b>						
0228	22665	06	CFAS DUMPSTER	2053365-2080-9		
CFAS DUMPSTER			E 25-30-20-07		90.04	0.00
			RECREATION / REC PROGRAMS - SERVICES / CONTRACTED			
<b>Vendor Total-</b>					<b>90.04</b>	
<b>0369 WB MASON CO, INC</b>						
0228	22666	06	SHEET PROTECTORS	229674550		
SHEET PROTECTORS			E 01-10-30-03		48.96	0.00
			GEN'L GOV. / ADMIN - SUPPLIES / OFFICE			
<b>Vendor Total-</b>					<b>48.96</b>	

**A / P Warrant**  
\*\*\*\* REPRINT \*\*\*\*  
Warrant 64

Jrnl	Check	Month	Invoice Description	Reference	Encumbrance
Description	Account	Proj	Amount	Amount	Encumbrance
<b>00206 WORKPLACE HEALTH</b>					
0228	22667	06	RESPIRATOR MEDICAL EVALUA	322886	
RESPIRATOR MEDICAL EVALUA	E 05-05-20-11			123.00	0.00
			PUBLIC SAFTY / FD/ RSC DEPT - SERVICES / MEDICAL		
			<b>Vendor Total-</b>	<b>123.00</b>	
			<b>Prepaid Total-</b>	<b>0.00</b>	
			<b>Current Total-</b>	<b>602,798.19</b>	
			<b>EFT Total-</b>	<b>0.00</b>	
			<b>Warrant Total-</b>	<b>602,798.19</b>	

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 \_\_\_\_\_
- DENNIS L. KESCHL, TOWN MANAGER \_\_\_\_\_