

TOWN OF BELGRADE

Meeting Agenda

BOARD OF SELECTPERSONS

FEBRUARY 6, 2024 / PUBLIC HEARING 6:30, REGULAR MEETING IMMEDIATELY FOLLOWING
BELGRADE TOWN OFFICE

This meeting will be conducted in person. The public may also view the meeting

and participate online at <https://us02web.zoom.us/j/81131427984>

PUBLIC HEARING: *Annual Town Meeting Warrant Secret Ballot Referendum Articles*

Call to Order and Pledge of Allegiance

Establish quorum.

Open Meeting

- 1. Public Comment**
- 2. Review and approve minutes of January 16, 2024 and January 29, 2024**
- 3. UNFINISHED BUSINESS**
 - A. 142 Woodland Follow-up
 - B. Annual Town Meeting Warrant Articles, finalize remaining articles
 - C. Animal Control Officer Contract, review/approve
- 4. NEW BUSINESS**
 - A. Appointments/Resignations
 - B. Delta Ambulance Representative/Q&A
 - C. RFP for Engineering Services/Fire Department
 - D. Snowmobile Club request
 - E. RFP for Auditing Services
 - F. Abatements
- 5. OTHER BUSINESS**
- 6. WARRANTS**
- 7. TOWN MANAGER REPORT**
- 8. EXECUTIVE SESSION 1 M.R.S.A. §405(6)A – personnel matter, if needed.**

Municipal Officers Notice of Public Hearing Secret Ballot Referendum Questions for the March 15, 2024

Notice is hereby given that the Municipal Officers of the Town of Belgrade will hold a public hearing on Tuesday, February 6, 2024 at 6:30 p.m. at the Belgrade Town office in said town to hear public comments on the following referendum articles 3 through 8 for the annual March Town Meeting as listed below:

ARTICLE 3

Shall the Town vote to raise and appropriate from taxation \$1,138 for the Sexual Assault Crisis and Support Center?

		<u>2023</u>			<u>2024</u>	
		<u>Actual</u>			<u>request</u>	
		\$1,138.00			\$1,138.00	
<i>Selectboard recommendation:</i>	YES	3	NO	0	ABSENT	2
<i>Budget Committee recommendation:</i>	YES	3	NO	1	ABSENT	2

ARTICLE 4

Shall the town vote to raise and appropriate from taxation \$60,000 for Lake Protection, to be disbursed to the following lake associations in fiscal year 2024, as follows:

		<u>2023</u>			<u>2024</u>	
		<u>Actual</u>			<u>request</u>	
Belgrade Lakes Association <i>(Great Pond milfoil removal)</i>		\$24,000.00			\$24,000.00	
Friends of Messalonskee <i>(Belgrade Stream milfoil removal)</i>		\$19,650.00			\$19,650.00	
7 Lakes Alliance <i>(Courtesy boat inspection, Youth Conservation Corps)</i>		\$12,600.00			\$12,600.00	
McGrath-Salmon Lake Association <i>(Courtesy boat inspection, Youth Conservation Corps, Port-O-Let)</i>		\$ 3,750.00			\$ 3,750.00	
TOTAL		\$60,000.00			\$60,000.00	
Funding from property taxes		\$60,000.00			\$60,000.00	

<i>Selectboard recommendation:</i>	YES	3	NO	0	ABSENT	2
<i>Budget Committee recommendation:</i>	YES	3	NO	1	ABSENT	2

ARTICLE 5

Shall the Town vote to raise and appropriate from taxation \$1,562.40 to help fund Spectrum Generations for Belgrade residents?

		<u>2023</u>			<u>2024</u>	
		<u>Actual</u>			<u>request</u>	
		\$1,488.00			\$1,562.40	
<i>Selectboard recommendation:</i>	YES	3	NO	0	ABSENT	2
<i>Budget Committee recommendation:</i>	YES	3	NO	1	ABSENT	2

ARTICLE 6

Shall the Town vote to raise and appropriate from taxation \$1,500 to help fund Hospice Volunteers of Waterville Area, which provides services to the residents of Belgrade?

2023	2024
<u>Actual</u>	<u>request</u>
\$1,500.00	\$1,500.00

Selectboard recommendation:	YES	3	NO	0	ABSENT	2
Budget Committee recommendation:	YES	4	NO	0	ABSENT	2

ARTICLE 7

Shall the Town vote to raise and appropriate from taxation \$350 to help fund Kennebec Behavioral Health mental health services for the uninsured and underinsured residents of Belgrade?

2023	2024
<u>Actual</u>	<u>request</u>
\$0.00	\$350.00

Selectboard recommendation:	YES	3	NO	0	ABSENT	2
Budget Committee recommendation:	YES	4	NO	0	ABSENT	2

ARTICLE 8

To see if the town will authorize the Board of Selectpersons to convey to Belgrade's state legislators, Members of Congress, Governor, and President of the United States that the town hereby calls upon our Federal elected representatives to enact Cash Back Carbon pricing legislation to protect Maine from the costs and environmental risks of continued climate inaction. Cash-Back Carbon Pricing charges fossil fuel producers for their carbon pollution and rebates the money collected to all residents on an equal basis with monthly dividend checks. The record of the vote approving this resolution shall be transmitted by written notice to the above-mentioned parties by the Board of Selectpersons within 30 days of this vote.

No Recommendation Required.

Belgrade, Maine

Pursuant to 30-A M.R.S. § 2528 (5), we have this day, being at least seven days before the hearing, notified the inhabitants of said Town of Belgrade public hearing, to be held at the time and place, and for the purposes stated above, by posting a copy of said notice at the following public and conspicuous places; Christy's Store, Center for All Seasons, Belgrade Lakes Post Office, Belgrade Post Office, Belgrade Library and the Municipal Office in the Town of Belgrade.

Dated January 23, 2024

Attest:

Barbara Allen, Chair

Melanie Jewell

Melanie Jewell

Peter Rushton

Peter Rushton

Carol Johnson

Carol Johnson, V. Chair

Daniel Newman

Daniel Newman

Memo

Minutes

Review and approve minutes of January 23, 2024 and January 29, 2024.

TOWN OF BELGRADE

Meeting Agenda

BOARD OF SELECTPERSONS

JANUARY 23, 2024 / REGULAR MEETING 6:30 P.M.

BELGRADE TOWN OFFICE

This meeting was conducted in person. The public may view the meeting

and online at <https://youtu.be/HOkHaZ0q6Ys>

Present: Vice Chair Carol Johnson, Selectperson Daniel Newman, Selectperson Melanie Jewell, Selectperson Peter Rushton, Town Manager Lorna Dee Nichols, Dianne Dowd, Tom Dowd, Tracy Malloy, Jeff Worthing, Phil Sprague.

Remote participants: Chair Barbara Allen, Chris Raleigh, Dell, Sharon, Nicholas, Mary Vogel, Bruce Galouch.

Call to Order and Pledge of Allegiance at 6:31 p.m. by Vice Chair Carol Johnson.

Quorum established.

Open Meeting

Public Comment

None

Review and approve minutes of January 2, 2024

Motion by Vice Chair Carol Johnson to approve the minutes of January 2, 2024 as presented, seconded by Selectperson Daniel Newman, vote 5-0.

UNFINISHED BUSINESS

Annual Town Meeting Warrant Articles, set Public Hearing date

Motion by Vice Chair Carol Johnson to approve secret ballot warrant articles and to put them to public hearing February 6, 2024, seconded by Selectperson Peter Rushton, vote 5-0.

Article 10, camping ordinance: The Board discussed samples provided by the town's attorney and asked the Town Manager to have an ordinance ready for review and approval from legal counsel at the February 6 regularly scheduled board meeting.

Article 13, interest rate:

ARTICLE 13

To see if the town will set Friday, September 6, 2024, as the date 2024 property taxes are due. For taxes paid after September 6, 2024, interest will be charged at a rate of ____% per annum. Interest will continue until the tax and tax lien are paid in full. Additionally, to see if the Town will set the interest rate to be paid by the Town on taxes paid and later abated at 2% per annum. Interest will accrue from the date of the tax payment to the date the abated amount is refunded to the taxpayer.

Selectboard recommendation: YES NO ABSENT

The maximum rate allowed by the State of Maine for interest charged is 8.5%. The Board set the rate at 3.9% in 2023.

The Town Manager will get estimated TAN numbers for the February 6 board meeting for discussion and setting of the rate for annual town meeting.

Article 35, Dalton properties:

ARTICLE 35

To see if the Town will authorize the Board of Selectpersons or their designee to demolish the buildings and remove all debris on Town owned property located at 8 and 10 Dalton Road and to conduct any other

necessary business required for this purpose.

The Board agreed that doing some more research and gathering information and costs associated with the properties to make an informed decision on a future warrant article is the best course of action at this time.

Article 38, Maine Employees Public Retirement System:

Discussion on both Article 37 and Article 38, which outline offering state retirement to all eligible employees; setting parameters for buyback of years of service for employees; setting up a special fund for the town's portion of buy-back.

The Board agreed to set the following parameters and have a revised set of articles to vote upon at the next regularly scheduled board meeting: the town will pay interest for the first 60 days, afterward – it will be the responsibility of the employee; employees will have two years to complete any portion of the buy-back with Maine State Retirement. After two years, the remaining balance of the special fund will fall back to the undesignated fund and the account will close. Employees are not required to buy back years of service in order to participate in Maine State Retirement.

In addition, the Board agreed that all new eligible employees will be offered participation in Maine State Retirement; the 457 plan currently in place will not take any new participants. The town will only fund one plan for each employee.

Article 40, perpetuity article:

ARTICLE 40

To see if the Town will vote to repeal Article 52, adopted as a perpetuity article in 2020;

***2020, Article 52:** To see if the Town will vote to refund excess motor vehicle excise tax credits to the extent authorized by 36 MRSA 1482 (5)(D) and to authorize the Board of Selectpersons to pay those refunds from the undesignated fund. This authority shall remain in effect until repealed or replaced.*

And vote to approve the following:

To see if the Town will vote to refund excess motor vehicle excise tax credits paid to the Town of Belgrade to the extent authorized by 36 MRSA 1482 (5)(D) and to authorize the Board of Selectpersons to pay those refunds from the undesignated fund. This authority shall remain in effect until repealed or replaced.

Motion by Selectperson Peter Rushton to approve the article as written, seconded by Selectperson Melanie Jewell, vote 5-0.

NEW BUSINESS

Appointments/Resignations

Motion to accept the resignation of Gail Barejka from the Senior Resource Committee, with regret, and to send a certificate of appreciation by Vice Chair Carol Johnson, seconded by Selectperson Melanie Jewell, vote 5-0.

John Hummell property tax payment plan for consideration

Property owner has paid back taxes and is no longer under foreclosure.

Lynn Matson, Historical Plaque

Moved to February 20, 2024 meeting.

Cemetery Ordinance Updates

The Board would like to add wording to the ordinance that allows the Selectboard to update cemetery pricing (in consultation with the Cemeteries Committee) and to correct some language to include sexton and assistant sexton where missing. A revised copy will be reviewed and voted upon at the February 6, 2024 regularly scheduled meeting of the Board of Selectpersons.

KVCOG letter of support request

Motion by Vice Chair Carol Johnson to have the Town Manager send a letter of support, seconded by Peter Rushton, vote 5-0.

The Board would like to invite KVCOG to a future meeting to explain their emergency management work.

Animal Control Officer

Discussion on the need to update pay for the animal control officer position(s). A stipend covers on-call, report writing and phone calls; an hourly wage of \$15.00 would cover calls out of the home, along with paid mileage at the prevailing state rate.

Motion by Selectperson Melanie Jewell to re-work the animal control officer contract and bring back to the Board for review at the February 6 meeting, seconded by Peter Rushton, vote 5-0.

OTHER BUSINESS

Audit

Vice Chair Carol Johnson provided information on her meeting with the auditors.

Community Resilience Partnership with KVCOG

Motion by Selectperson Peter Rushton to partner with KVCOG under their Community Resilience partnership program as presented, seconded by Vice Chair Carol Johnson, vote 5-0.

Delta collaborative letter

The Board will meet with a Delta representative at their February 6 meeting and wait until then to discuss or make any decision about signing on with other municipalities to pay \$20/per capita instead of the \$25/per capita rate.

WARRANTS

BMV Warrant 3 \$8,481.95

Motion to approve warrant 3 in the amount of \$8,481.95 by Vice Chair Carol Johnson, seconded by Selectperson Melanie Jewell, vote 5-0.

Payroll Warrant 4 \$21,174.13

Motion to approve warrant 4 in the amount of \$21,174.13 by Vice Chair Carol Johnson, seconded by Selectperson Melanie Jewell, vote 5-0.

AP Warrant 5 \$24,857.00

Motion to approve warrant 5 in the amount of \$24,857.00 by Vice Chair Carol Johnson, seconded by Selectperson Daniel Newman, vote 5-0.

BMV Warrant 6 \$13,317.02

Motion to approve warrant 6 in the amount of \$13,317.02 by Vice Chair Carol Johnson, seconded by Selectperson Melanie Jewell, vote 5-0.

Payroll Warrant 7 \$20,723.80

Motion to approve warrant 7 in the amount of \$20,723.80 by Vice Chair Carol Johnson, seconded by Selectperson Melanie Jewell, vote 5-0.

Payroll Warrant 8 \$34,063.16

Motion to approve warrant 8 in the amount of \$34,063.16 by Vice Chair Carol Johnson, seconded by Selectperson Peter Rushton, vote 5-0.

BMV Warrant 9 \$7,798.45

Motion to approve warrant 9 in the amount of \$7,798.45 by Vice Chair Carol Johnson, seconded by Selectperson Peter Rushton, vote 5-0.

Payroll Warrant 10 \$20,009.60

Motion to approve warrant 10 in the amount of \$20,009.60 by Vice Chair Carol Johnson, seconded by Selectperson Melanie Jewell, vote 5-0.

2023 Warrant

AP Warrant 155 \$84,129.49

Motion to approve warrant 155 in the amount of \$84,129.49 by Vice Chair Carol Johnson, seconded by Selectperson Peter Rushton, vote 5-0.

TOWN MANAGER REPORT

Delta will attend the February 6 meeting to answer questions regarding the rate increase to municipalities.

The Comprehensive Plan Committee will attend the February 6 meeting to give a presentation to the Board.

The Roads Committee will be meeting this month to begin work on paving recommendations to the Board.

The annual audit is scheduled to begin the week of January 22.

Office staff have been busy preparing for the audit, launch of TRIO web, the spring newsletter and budget/town meeting.

CSX will be doing some road work in late spring/early summer with roads closed 1-5 days on the Bartlett Road, Depot Road and Augusta Road Rte. 27.

Updated tax maps should be completed soon as we continue work with CAI on map digitization.

Parks and Recreation Director Dan MacGlashing, Jamie Dionne and myself will be meeting this month with RSU 18 Superintendent Carl Gartley to discuss the trees at the Kenneth Workman field and bring back information for the Board's consideration at a future meeting.

I attended a work session with the Planning Board and KVCOG on January 10 to continue work on the LD 2003 mandates for municipalities to update ordinances for increasing housing.

I attended the Comprehensive Plan Committee meeting January 10, reviewing the Transportation and Housing chapters of the Comprehensive Plan.

I will be attending Health Officer continuing education this spring. The class scheduled for January 10 was cancelled due to inclement weather.

Water District updates from Dwight Doughty, Jr. / Maine D.O.T.:

We continue our work on the design aspects for the proposed water system in the Belgrade Triangle area. We should have some preliminary designs ready for review by the end of February. If all goes well, we hope to advertise in the spring with construction in the late summer or fall of 2024. We plan to reach out to the affected property owners in the near term to provide an update on our work and to have them review, and if acceptable, sign an agreement to tie into the water supply. We will ensure you remain in the loop as we move this forward.

With respect to the two well claims in Pinkham's Cove, we have concluded that drilling new wells on these properties are not viable options, additionally, installation of treatment systems will be difficult given the size/design of the homes. In light of this, we have contacted an

abutting property owner for permission to evaluate the possibility of installing a shallow, dug well to service the two affected properties on the adjacent property.

Additionally, we have resolved well claim at 19 Depot Road. A new replacement well was installed and the old impacted well was properly abandoned. We are tallying the costs associated with his work and will send you an invoice for your half in the near term.

Kennebec EMA is offering a G-402 NIMS compliance class on January 22 at 6 p.m. in Winthrop. This class is required by FEMA for local/county/appointed/elected officials to ensure municipalities are NIMS compliant.

What is NIMS?

The [National Incident Management System \(NIMS\)](#) guides all levels of government, nongovernmental organizations and the private sector to work together to prevent, protect against, mitigate, respond to and recover from incidents.

NIMS provides stakeholders across the whole community with the shared vocabulary, systems and processes to successfully deliver the capabilities described in the [National Preparedness System](#). NIMS defines operational systems that guide how personnel work together during incidents.

Regina Coppens has graciously offered to begin planning for the annual candidate forum which will be held sometime in February. Details TBA.

During the Selectboard/Budget meeting January 8, the question of what is LRAP (Local Roads Assistance Program) came up (this is included in the Public Works warrant article as an offset to the budget). Peter Coughlan, Director of Maine Local Roads Center (LTAP) graciously provided a quick summary simply put:

- It's 9% of the Highway Budget of DOT...last year about \$25M..... comes from gas tax money
- Apportioned to every ME town, city, Indian reservation (486) and is based solely on each town's inventory of local road mileage and State Aid/minor collector roads..... \$53,920 for Belgrade last year.
- It's for capital improvements to local roads and is NOT maintenance or plowing money.

I spoke with David Allen of the Maine Department of Transportation about permanent signs at the Center for All Seasons and sent a sample for his review. I am awaiting word back from him on their decision of this request.

The Comprehensive Plan Committee will meet again this month on January 31 at 5:30 p.m.

We will be setting a date to meet with the property owner for the potential new fire station, I have included another copy of the purchase and sale agreement for your review. If there are any changes, please contact myself, Fire Chief Dan MacKenzie or Building Committee Chair Bruce Galouch.

With the presidential primary coming up on March 5, we would like the Board to consider expanding voting hours from 8 a.m. to 8 p.m. to 7 a.m. to 8 p.m. We feel this would help even out large crowds and provide an opportunity for folks to vote before they make it to work for the day.

Motion by Vice Chair Carol Johnson to expand March 5 voting hours to 7a.m.-8 p.m., seconded by Selectperson Peter Rushton, vote 5-0.

Motion to exit regular session at 9:54 p.m. by Vice Chair Carol Johnson, seconded by Selectperson Peter Rushton, vote 5-0.

Motion to enter executive session pursuant to 1 M.R.S.A. §405(6)A – personnel matter at _____ p.m. by _____, seconded by _____, vote 5-0.

Motion to exit executive session at 10:38 p.m. by _____, seconded by _____, vote 5-0.

Motion to enter regular session at 10:38 p.m. by _____, seconded by _____, vote 5-0.

No action taken.

Motion to adjourn at 10:39 p.m. by _____, seconded by _____, vote 5-0.

DRAFT

Minutes, Board of Selectpersons Executive Session, January 29, 2024

Meeting called to order: 7:10 pm

Exited Meeting: 7:10 pm

Entered Executive Session per 1 M.R.S.A 405(6)A – personnel matter: 7:10 pm

Exited Executive Session: 9:33 pm

Re-entered Meeting: 9:33 pm

Action: The Selectboard will set up another executive session to continue discussion of a personnel matter. 1 M.R.S.A 405(6)A – personnel matter

Meeting adjourned 9:34 pm

Memo

142 Woodland

January 2, 2024 Selectboard Meeting minutes ...

"Petition: 142 Woodland Camp Road

The Board received a petition from residents and others concerning this property and have asked the Town to enforce laws and ordinances to force the owner to restore the property to original.

The Board cannot take action on the petition as presented; there were 23 valid signatures out of 190 needed. New information from the petitioners was provided January 2 via hand delivery to the Town Office which the Board did not have time to review. The CEO is the sole enforcement of code enforcement violations, he does a great job and the Board is appreciative of him.

The Board discussed having the Code Enforcement Officer map the concerns expressed in the letter with the history of the property, along with photos and have the Town Manager and CEO bring these to the Board at the first meeting in February."

Included in your packet is the follow up information addressing the concerns as listed in the petition provided by Code Enforcement Officer Hans Rasmussen who will be present to discuss with the Board of Selectpersons.

To the Select Board of The Town of Belgrade.

Per your request this document is a response to a memo referencing specific paragraphs of The Town of Belgrade Shoreland Zone Ordinance, from Concerned Citizens of Great Pond, and neighbors at 142 Woodland Camp Road.

The first concern in the memo references granite steps going into the lake. The steps do not go into the lake but to the normal high-water line. The placement of the granite is at the termination end of a drainpipe from the house. The top step acts as a retaining stone to catch surface runoff, the steps below help to mitigate erosion from drain water. The granite is part of a repair to a failed drain. This activity is classified as maintenance to the home. A large stone was removed to accommodate the placement of the drain. Granite is a native stone of Maine and was approved as part of the Permit-by-Rule issued for this repair. No permit is required by The Town of Belgrade to do maintenance. Email correspondence is attached to confirm permits were discussed but not required, and the location of the underdrain in relation to the steps.

The second concern is regarding the removal of trees and duff from the construction site. Images provided from prior to the advent of the repairs demonstrate duff area, grass area and a few trees. The health of the trees cannot be determined from the photos but damage to roots can be expected with the activities required to complete the repairs. The construction equipment required to remedy the drainage situation on this property created an abundance of exposed soil. Containment of the soil is required to prevent it from eroding into the lake. Sod is an acceptable method of erosion control. While sod is not preferred by some conservation groups it is not illegal, and it is effective.

Another concern was that the cleared openings exceed the allowable 25% of the total lot. I do not agree with this claim. This property and neighboring properties have an abundance of hazard trees that are being managed. Some stumps remain above the surface grade others have been ground into mulch and used in other locations. The occupants at 142 have planted many new trees, shrubs, and bushes.

The next concern relates to a Planning Board meeting on September 15, 2022 for an after-the-fact permit. The application was tabled for future review due to incompleteness. The reason for the judgement of incomplete was the location of the path to the lake on renderings. The location was modified from its original

intended location to where it is presently for better erosion control. The provided renderings did not accurately demonstrate the location of the path, new renderings were requested. The rendering with the attached email demonstrates the path over the area disrupted by the drain repair. A six-foot path for access to the water body is allowed without permit. The pathway on this property is less than six feet wide and is not a continuous hard surface. It consists of steppingstones to draw traffic to a common pathway across the yard. This pathway is a low point on the property and the stones are strategically placed to keep a trough from being worn in the terrain. A trough would create an avenue for surface water to run off directly to the lake. Where the pathway meets the lake is the location of the granite steps. The steps are an erosion control element of the drain repair and subsequently do not require a permit from the Planning Board. These steps are all above the water line as permitted by the permit-by-rule approved by DEP-NRPA.

This property has been scrutinized and overseen by three Code Enforcement Officers. "Stop Work" orders have been put in place pending determination of proper process. No fines have been levied against the owners. The attached email demonstrates that the owners questioned if permits were required and had the repairs done in good faith.

Hans Rasmussen

From: Controlled Chaos Alanna <alanna@controlledchaoshair.com>
Sent: Wednesday, June 8, 2022 8:40 PM
To: Richard Greenwald
Subject: Fwd: Second Amendment for PBR #72651
Attachments: 150191 York Belgrade BPR form signed.PDF; 150191 York Belgrade PBR 72651 Revision 2.24.22.pdf; 150191 York Belgrade PBR 72651 Revision 9.9.21.pdf; 150191 York Belgrade PBR 72651 Revision 11.16.21.pdf; 150191 York Belgrade 21-21 SITE DRAINAGE 06112021.pdf; mime-attachment; 150191 York Belgrade PBR compiled docs.docx

EXTERNAL MESSAGE:

Here is the info I have with the steps to the water showing. Andy states no permits were needed by the town. Gary told me this in person, when he was on site & Andy confirmed.

Sent from my iPad please excuse any horrific auto-corrections.

Begin forwarded message:

From: Andy Dunbar <adunbar@thayereng.com>
Date: March 10, 2022 at 5:29:18 PM EST
To: Controlled Chaos Alanna <alanna@controlledchaoshair.com>, Katelyn Helger <katelynhelger@gmail.com>
Subject: RE: Second Amendment for PBR #72651

Hi Alanna & Katelyn: Sorry about the delay.

Here is the MDEP Permit by Rule information.
No Town of Belgrade Permits were needed for this.

Andy

Andrew Dunbar, PLS, LPF, LSE
Thayer Engineering Company
17 Hasson Street
Farmingdale, Maine 04344-1613

voice: 207-582-7762
fax: 207-582-8113

From: Controlled Chaos Alanna <alanna@controlledchaoshair.com>
Sent: Tuesday, March 08, 2022 2:59 PM
To: Andy Dunbar <adunbar@thayereng.com>; Katelyn Helger <katelynhelger@gmail.com>
Subject: Re: Second Amendment for PBR #72651

Hi Andy-

Could you please reply to all with a copy of the permit for Katelyn? She has a meeting with the town tomorrow and he asked that she bring everything we have. Thank you!

Sent from my iPad please excuse any horrific auto-corrections.

Reviewed 11/29/23
- MV

Why this petition matters



Started by Concerned Citizens of Great Pond: Protect Our Lake

Protect Our Lake

Petition for the Town of Belgrade Select Board and Town Manager

Petition Summary:

The undersigned property owners care deeply about Great Pond. Upon information and belief, we are concerned that past actions by the owners of the property at 142 Woodland Camp Road likely were in violation of Town of Belgrade ordinances and are resulting in damage to the water quality of the pond. Great Pond is on the Maine Department of Environmental Protection's list of Impaired Lakes and is at risk for further water quality deterioration leading to algae blooms. Phosphorus and nitrogen are the key nutrients affecting water quality in Great Pond and, according to Maine DEP, "most of these nutrients are washed into our lakes during storms and snowmelt events where water washes over lawns, farm fields, roads, driveways, and construction sites." As we have seen with East Pond and North Pond, algae blooms often result in dramatically reduced tourism, restricted lake recreation opportunities, and lower property values.

It is our opinion that the owners of 142 Woodland Camp Road have illegally or improperly cut trees, brought in loam, established and fertilized a lawn, all within the 100 foot setback mandated by Town and State law. They have used a backhoe to remove stumps and move rocks by the lake permanently altering the shoreline. They have brought in flagstones in excess of the allowed impermeable surface as their property is bisected by a right-of-way. They have placed granite steps into the lake even though the surrounding area was neither unstable nor steep. They have closed off the Chester Thwing right-of-way, obscuring its borders, moved and installed plumbing in a bunkhouse without a visible permit, and erected a fence that appears to be in violation of the Maine spite fence ordinance.

Construction and landscaping have often taken place over weekends when the Code Enforcement Officer (CEO) was not on-duty.

While the owner's harvesting of bushels of freshwater shellfish from the lake is permitted by Maine Fish and Wildlife, the dumping of these mollusks on a neighbor's property was likely a violation. Certainly removal of these critical filter feeders from the lake was

unnecessary and damaging to the aquaculture and is indicative of callous disrespect of our shared natural resource.

The CEO, Town Manager, and Planning Board have all been made aware of these apparent violations and have not taken action to have the damage reversed. This damage must be repaired. The Town cannot continue to ignore what we believe to be violations. We consider this matter to be very serious and a threat to our quality of life as well as our financial interest.

Action Petitioned:

The undersigned are petitioning for the Select Board and Town Manager to enforce applicable state and town ordinances and oblige the owners of 142 Woodland Camp Road to remove the grass, loam, flagstones, and granite they placed within the 100 foot setback, plant substantial sized trees to replace the trees they cut, and restore the woodland understory to the condition it was in prior to their unpermitted action.

We believe that the owners of 142 Woodland Camp Rd. have demonstrated poor stewardship of the lake, and therefore further petition that any further permits at this or any other property they own or manage require site surveys in advance of permitting and any further permits-after-the-fact be in conformance with town and state ordinances.

Respectfully Submitted:

Memo

Annual Town Meeting Warrant Articles

Remaining warrant articles to review and finalize.

ARTICLE 13

To see if the town will set Friday, September 6, 2024, as the date 2024 property taxes are due. For taxes paid after September 6, 2024, interest will be charged at a rate of [redacted] per annum. Interest will continue until the tax and tax lien are paid in full. Additionally, to see if the Town will set the interest rate to be paid by the Town on taxes paid and later abated at 2% per annum. Interest will accrue from the date of the tax payment to the date the abated amount is refunded to the taxpayer.

Selectboard recommendation: YES NO ABSENT

NOTES:

- The maximum rate allowed by the State of Maine for interest charged is 8.5%. The Board set the rate at 3.9% in 2023.
- TAN bid notice went out February 2. The Board will have bids to review February 20.

UPDATE from Lee Bragg, Burnstein-Shur:

- Rates are likely to vary by as much as two percentage points. There is a high likelihood that any estimate at this point will ultimately prove unsatisfactory to the Board.
- The best approach may be to use the clause below in the warrant and then advise voters at town meeting of the actual rate. The article could be amended at town meeting to specify the rate, although it would not be technically necessary to do so.

"...after September 6, 2024, interest will be charged at a rate equal to 1% above the per annum interest rate on the Town's tax anticipation note."

SUGGESTED ARTICLE from legal counsel:

ARTICLE 13

To see if the town will set Friday, September 6, 2024, as the date 2024 property taxes are due. For taxes paid after September 6, 2024, interest will be charged at a rate equal to 1% above the per annum interest rate on the Town's tax anticipation note. Interest will continue until the tax and tax lien are paid in full. Additionally, to see if the Town will set the interest rate to be paid by the Town on taxes paid and later abated at 2% per annum. Interest will accrue from the date of the tax payment to the date the abated amount is refunded to the taxpayer.

Selectboard recommendation: YES NO ABSENT

2024 MUNICIPAL PROPERTY TAX LEVY LIMIT WORKSHEET

Municipality: _____ Contact Person*: _____ Phone Number: _____

* The Contact Person should be able to answer clarifying questions about the reported information.

The following two pages show how to calculate your municipality's property tax levy limit. Completing these pages is not mandatory, but doing so will help ensure that your municipality complies with Maine law on the rate of property tax increases. Information on new property, appropriations, and deductions should be collected from the assessor and the valuation book before completing these pages.

Calendar Year Municipalities - For communities with "calendar year" budgets, the use of the term 2023 refers to the budget year that ended at the end of 2023 or early 2024. The use of the term 2024 refers to the budget year that will end at the end of 2024 or in early 2025.

Fiscal Year Municipalities - For communities with "fiscal year" budgets, the use of the term 2023 refers to the July 1, 2023 to June 30, 2024 budget year. The use of the term 2024 refers to the July 1, 2024 to June 30, 2025 budget year.

LAST YEAR'S (2023) MUNICIPAL PROPERTY TAX LEVY LIMIT

This is the portion of 2023 property tax revenue used for municipal services.

- If last year the municipality committed LESS THAN or EQUAL TO the limit, enter last year's **limit** on Line 1 below.
- If last year the municipality voted to EXCEED the limit ONCE (just last year), enter last year's **limit** on Line 1 below.

1. **LAST YEAR'S MUNICIPAL PROPERTY TAX LEVY LIMIT** \$1,672,238

OR

- If last year the municipality voted to INCREASE the limit permanently for that year, complete Steps A-D below. The information needed for this calculation is on the *Municipal Tax Assessment Warrant*, filed in the Valuation Book.

A. Last year's Municipal Appropriations (2023 Municipal Tax Assessment Warrant)	<u>\$4,604,245</u>
B. Last year's Total Deductions (2023 Municipal Tax Assessment Warrant)	<u>\$2,365,047</u>
C. If necessary, enter any revenue included in Total Deductions that paid for non-municipal appropriations, such as schools. (If all deductions paid for municipal appropriations, enter "0".)	<u>\$0</u>
D. Add Lines A and C, and subtract Line B. Enter result on Line 1 above.	<u>\$2,239,198</u>

CALCULATE GROWTH LIMITATION FACTOR

- Each municipality's Growth Limitation Factor is based on local property growth and statewide income growth.

2. Total New Taxable Value of lots (splits), buildings, building improvements, and personal property first taxed on April 1, 2023 (or most recent year available)	<u>\$7,877,850</u>
3. Total Taxable Value of Municipality on April 1, 2023 (or most recent year available)	<u>\$582,039,275</u>
4. Property Growth Factor (Line 2 divided by Line 3)	<u>0.0135</u>
5. Income Growth Factor (provided by the Department of Administrative & Financial Services)	<u>0.0469</u>
6. Growth Limitation Factor (Line 4 plus Line 5)	<u>0.0604</u>
7. Add 1 to the Growth Limitation Factor calculated in Line 6. (For example, if Line 6 is 0.0362, then enter 1.0362 on Line 7.)	<u>1.0604</u>

2024 MUNICIPAL PROPERTY TAX LEVY LIMIT WORKSHEET

CALCULATE 2023-2024 CHANGE IN REVENUE SHARING (previously "NET NEW STATE FUNDS")

- Determine if revenue sharing increased or decreased. Years refer to municipal fiscal year.

8. 2023 Municipal Revenue Sharing	<u>\$350,000</u>
9. 2024 Estimated Municipal Revenue Sharing	<u>\$355,353</u>
10. If Line 8 is greater than Line 9, then calculate Line 8 minus Line 9. Enter result at right; skip Line 11 \$	<u> </u>
11. If Line 9 is greater than Line 8, then complete 11A & 11B below.	
A. Multiply Line 8 by Line 7.	<u>\$371,140</u>
B. Calculate Line 9 minus Line 11A. If result is negative, enter "0".	<u>\$0</u>

CALCULATE THIS YEAR'S (2024) MUNICIPAL PROPERTY TAX LEVY LIMIT

- This year's Property Tax Levy Limit is last year's limit increased by the Growth Factor and adjusted for revenue sharing.

12 Apply Growth Limitation Factor to last year's limit. (Line 1 multiplied by Line 7) \$2,374,446

13 THIS YEAR'S MUNICIPAL PROPERTY TAX LEVY LIMIT

If Line 9 is greater than Line 8 (revenue sharing increased), you **MUST** subtract Line 11B from Line 12. This is **required**.

OR If Line 9 is less than Line 8 (revenue sharing decreased), you **MAY** add Line 10 to Line 12. This is **optional**.

- Enter result at right. \$2,374,446

CALCULATE THIS YEAR'S (2024) MUNICIPAL PROPERTY TAX LEVY

- The information needed for this calculation is on the 2024 *Municipal Tax Assessment Warrant*, filed in the Valuation Book. Use estimates if necessary.

A. This year's Municipal Appropriations (2024 *Municipal Tax Assessment Warrant*) \$4,759,664

B. This year's Total Deductions (2024 *Municipal Tax Assessment Warrant*) \$2,965,335

C. If necessary, enter any revenue included in Total Deductions that paid for non-municipal appropriations, such as schools. (If all deductions paid for municipal appropriations, enter "0".) 0

14 **THIS YEAR'S MUNICIPAL PROPERTY TAX LEVY** (Add Lines A and C, and subtract Line B) \$1,794,329

15 COMPARE this year's MUNICIPAL PROPERTY TAX LEVY to the LIMIT (Line 13 minus Line 14) \$580,117
(If the result is **negative**, then this year's municipal property tax levy is greater than the limit and a vote must be taken.)

16 Did the municipality vote to **EXCEED** the limit **ONCE** (just this year)? NO YES

(Voting to exceed the limit means the municipality will calculate next year's limit based on line 13.)

If "yes", please describe why:

Did the municipality vote to **INCREASE** the limit **permanently** for that year? Note, if the community voted to "increase" the limit, the figure calculated in Line 14 will be used as the starting value to calculate the following year's limit.

17 NO YES

(Voting to increase the limit means the municipality will calculate next year's limit based on line 14.)

If "yes", please describe why:

Article

#	Description	Taxation	Undesignated	Apply Revenue	Other	TOTAL Amount
1	Elect moderator	\$ -	\$ -			\$ -
2	Elect Town Officers	\$ -	\$ -			\$ -
3	Sexual Assault Crisis	\$ 1,138.00	\$ -			\$ 1,138.00
4	7 Lakes Alliance	\$ 60,000.00	\$ -			\$ 60,000.00
5	Spectrum Generations	\$ 1,562.40				\$ 1,562.40
6	Hospice Volunteers Wtvl.	\$ 1,500.00	\$ -			\$ 1,500.00
7	Kennebec Behavioral Health	\$ 350.00	\$ -			\$ 350.00
8	Climate petition	\$ -	\$ -	\$ -	\$ -	\$ -
9	Multi-year contracts	\$ -	\$ -			\$ -
10	1/4 budget, accept overdrafts	\$ -	\$ -			\$ -
11	Set tax due date, interest rate	\$ -	\$ -			\$ -
12	Revenue	\$ -	\$ -	\$ 1,720,000.00		\$ -
13	Admin	\$ 777,765.00	\$ -	\$ 17,500.00		\$ 795,265.00
14	Public Safety	\$ 502,559.00	\$ -	\$ 44,980.00		\$ 547,539.00
15	Public Works	\$ 626,255.00	\$ -		\$ 53,920.00	\$ 680,175.00
16	Cemeteries	\$ 91,005.80	\$ -	\$ 12,849.20		\$ 103,855.00
17	Facilities	\$ 423,105.00	\$ -		\$ 1,550.00	\$ 424,655.00
18	Solid Waste/Recycling	\$ 329,193.00	\$ -	\$ 30,000.00		\$ 359,193.00
19	Library	\$ 107,096.00	\$ -		\$ 8,524.00	\$ 115,620.00
20	Library Plow/Mow Contract	\$ -	\$ -			\$ -
21	Parks and Recreation	\$ 172,242.00	\$ -	\$ 98,500.00		\$ 270,742.00
22	Social Services	\$ 11,200.00	\$ -		\$ 5,000.00	\$ 16,200.00
23	Senior Work Program	\$ 1,500.00	\$ -			\$ 1,500.00
24	Dams	\$ 49,608.00	\$ -			\$ 49,608.00
25	PW Cap Reserve	\$ -	\$ -			\$ -
26	Roads Reserve	\$ -	\$ -			\$ -
27	Fund Reserves	\$ -	\$ 607,500.00			\$ 607,500.00
28	Debt Service	\$ 356,954.00	\$ -			\$ 356,954.00
29	Don C Stevens Fund	\$ 946.26			\$ 53.74	\$ 1,000.00
30	Trust Activity	\$ -			\$ 18,307.63	\$ 18,307.63
31	Maintain Operations	\$ -	\$ -			\$ -
32	Tax levy limit	\$ -	\$ -			\$ -
33	N Belgrade waterfront/land fund	\$ -	\$ 150,000.00	\$ -	\$ -	\$ 150,000.00
34	MainePERS establish					
35	MainePERS buyback fund	\$ -	\$ 162,000.00	\$ -	\$ -	\$ 162,000.00
36	Remove boy scout perpetuity article	\$ -	\$ -	\$ -	\$ -	\$ -
37	Excise tax pd to other towns, refund	\$ -	\$ -	\$ -	\$ -	\$ -
38	Fund reserve for unfunded benefit liability		\$ 35,000.00			\$ 35,000.00
39	Cemetery ordinance updates					
40	Camping ordinance					

TOTAL \$ 3,513,979.46 \$ 954,500.00 \$ 1,923,829.20 \$ 87,355.37 \$ **4,759,664.03**

Total \$ 4,738,104.03
 Pull from undesignated \$ (954,500.00)
 Apply revenue \$ (1,923,829.20)
 Other funds applied \$ (87,355.37)

total deductions for LD1?

\$ (954,500.00)
 \$ (1,923,829.20)
 \$ (87,355.37)
\$ (2,965,684.57)
 \$ 350.00 add revenue
 \$ (2,965,334.57) sharing back
 in for LD1

County Tax 817,777 INCR. 4% TO \$ 880,637.68
 RSU 18 6,639,957 INCR. 4% TO \$ 7,023,362.92

\$ 9,676,420.06

ARTICLE 34

To see if the Town agrees to add coverage under Regular Plan AC for its full-time general government employees and appointed officials effective April 1, 2024. The Town will allow general government employees and appointed officials who join effective April 1, 2024 to purchase credit for past employment with the Town (prior service). The Town will share in the purchase of prior service credit for these employees based on the original cost provided to employees by MainePERS if the employee completes the purchase of their portion of the cost by March 31, 2026 or the date they terminate employment with the Town, whichever is sooner. Employees are responsible for any interest that accrues on the original cost provided by MainePERS ~~after 60 days.~~ The Town will not share in the purchase of prior service for any eligible employee who has not completed the purchase of their portion of the original cost for their prior service by March 31, 2026, or by the date they terminate employment with the Town, whichever is sooner. The Town authorizes and directs the Select Board to determine how much the Town will contribute toward the purchase of each eligible employee’s prior service at its next meeting and directs the Select Board to provide that information to each eligible employee and to MainePERS by the end of the business day immediately following that meeting. The Town will continue to provide Special Plan 3C to its full-time firefighters and emergency medical services employees. The limited period open enrollment provision the Town adopted upon joining MainePERS will apply to all MainePERS-eligible employees. All other employees, including elected officials, are excluded from participation at this time. The Town of Belgrade authorizes **NAME, Town Manager or NAME, Select Board Chair** to sign the amended agreement between the Town and Maine Public Employees Retirement System.

Selectboard recommendation: YES 3 NO 0 ABSENT 2

NOTES:

Deanna Doyle of MainePERS suggests removing the ‘after 60 days’ and leaving as is; if the Board wishes to help pay interest – we would need to stipulate ‘interest that accrues between 31-59 days’.

ARTICLE 35

Shall the Town create a special fund for the purchase of credit of municipal employees past employment with the town; authorize the Selectboard to make an agreement with the employees regarding how the town will share in the cost for this purchase in the Maine State Retirement System (MainePERS) and let the unexpended balance of this fund fall to the undesignated account?

Selectboard recommendation: YES 3 NO 0 ABSENT 2

NOTES:

- At its January 23 meeting, the Board voted to set the estimated amount of \$162,000 from undesignated funds into a special fund for the purpose of sharing in the cost of buy-back for eligible employees. In addition, the Board voted to allow 90 days of buy-back that the town will pay interest, employees have two years to buy-back. After 90 days, the interest due is the responsibility of the employee.
- Updated information from MainePERS on 1/31/24 reduces the town's portion to \$151,094.50 from the estimated \$162,000 figure above. This does not include interest after 30 days.

I spoke with legal counsel on the wording of the original article and Phil has provided the following:

ARTICLE 35

Shall the Town create a special reserve fund for the purpose of funding the Town's share in the purchase of prior service credit for employees' past employment with the Town under MainePERS pursuant to Article 34, appropriate \$_____ to be transferred to the funds from the undesignated account, authorize the Selectboard to expend funds for this purpose as it deems appropriate, and let the unexpended balance of this fund fall to the undesignated account after March 31, 2026?

Selectboard recommendation: YES 3 NO 0 ABSENT 2
Budget committee recommendation: YES NO ABSENT

ARTICLE 38

Shall the Town vote to establish a non-lapsing Benefit Reserve Account for the purpose of paying accrued benefits when employment is terminated with the Town, appropriate \$_____ to be transferred to the account from the undesignated account, authorize the Selectboard to expend funds for this purpose as it deems appropriate?

<i>Selectboard recommendation:</i>	YES	NO	ABSENT
<i>Budget committee recommendation</i>	YES	NO	ABSENT

NOTES:

- As previously discussed at some budget meetings and at the suggestion of one of our Board of Selectpersons, this article is offered for review and consideration to add to the Annual Town Meeting warrant. Legal counsel provided the correct wording.

ARTICLE 38*Vacation balances as of January 30, 2024*

EMPLOYEE #	BALANCE	HRLY RATE	TOTAL LIABILITY
990	45.75		\$1,143.75
817	2.00		\$42.00
172	140.75		\$3,848.11
20	32.00		\$746.88
113	53.12		\$1,803.96
853	24.00		\$480.00
818	2.00		\$36.00
244	201.75		\$4,204.47
74	22.50		\$405.00
844	0.00		\$0.00
589	14.50		\$290.00
837	67.00		\$1,701.80
875	17.00		\$357.00
3	153.61		\$5,531.50
173	147.50		\$3,073.90
200	30.05		\$959.50
979	40.00		\$1,236.00
191	119.62		\$3,203.42
7	50.50		\$1,717.00
Totals:	1163.65		\$30,780.28

ARTICLE 39

Shall the Town approve an update to the Town's Cemetery ordinance, which was last amended in 2023?

Selectboard recommendation: YES 3 NO 0 ABSENT 2

NOTES:

This article was voted upon previously with a review of the cemetery ordinance at your January 23 meeting. At that meeting, the Board requested some updates, the committee made those and has provided an updated copy for your review and consideration.

Town of Belgrade Cemetery Ordinance

1. Title and Purpose

1.1 This ordinance shall be known and cited as the Town of Belgrade Cemetery Ordinance.

This ordinance is established to provide rules and policies to assist in managing and preserving town-owned cemeteries, and to protect the rights of the **burial** lot/space owners. Further this ordinance seeks to maintain the public's health and safety, and the overall beauty and harmony of the cemeteries, and to assist the town in the equitable implementation of these provisions. The cemeteries governed by this ordinance are; Pine Grove, Woodside, Quaker, Ellis Pond, Bickford Ellis, Bickford, Dunn, and Hersum. This ordinance does not apply to privately owned cemeteries located within the Town of Belgrade.

1.2 Definitions

~~1.~~ Cemetery Committee – shall mean a collective group of five volunteer citizens appointed by the Board of Selectpersons.

1.

2. Sexton – shall mean a person hired by the town manager upon recommendation of the Cemetery Committee and approved by the Board of Selectpersons to oversee the general operations and maintenance of the Town-owned cemeteries.- **The sexton or the sexton's assistant will oversee and assist with all interments. The sexton will report to the town manager and work closely with the cemetery committee.**

~~2.~~

3. Resident – shall mean a person who resides or has resided in the Town of Belgrade for three (3) consecutive years. Any person who had resided here but no longer does, **will no longer be** considered a resident.

4. Cemetery lot – shall mean a designated parcel of land in a Belgrade cemetery that consists of one or more **burial spaces** as depicted on the original surveys and layout of each cemetery.

5. Burial space – shall mean a single burial space measuring 40 inches by 120 inches. One burial space may accommodate one full casket burial or three cremation burials.

6. Interment – shall mean the burial of the deceased.

7. Cremated ~~Remains~~ – shall mean the ~~ashes that remains~~ from a human body after it has been cremated in a retort/cremation chamber.
8. Flowering plants – shall mean any variety of plant or bush that is rooted in the ground.
9. Flower display – shall mean any assortment or arrangement of fresh or artificial flowers in a bouquet or spray.
10. Memorial marker/footstone – shall mean a flat marker installed flush with the ground at the foot of a grave or in front of a cremation ~~burial~~. The marker may contain the deceased's name, date of birth and date of death. These markers may be installed only with the approval and oversight of the ~~Town's sexton/assistant sexton~~.
11. Monument/headstone – shall mean a granite stone usually engraved with the family name. Monuments will not exceed five (5) feet wide by four (4) feet high (~~Please see reference 12.3 under Cemetery Appearance~~) in any Belgrade cemetery. All monuments will be installed by a professional monument company on a cement base ~~after only with~~ the approval and oversight of the ~~t~~Town's sexton.
12. Lot corner marker – shall mean a granite or stone marker installed flush with the ground to mark the corners of ~~a burial lot/space~~. These markers may be installed only with the approval and oversight of the ~~t~~Town's sexton/~~assistant sexton~~.
13. Assigned person – shall mean a person, family member, direct descendant or registered domestic partner to whom a burial lot/~~or~~ space has been assigned by the sexton in a town cemetery, registered with the town clerk and recorded in CIMS (cemetery computer software program). The assignee must pay the town before the transaction is complete.
14. Registered domestic partner – shall mean one of 2 unmarried adults who are domiciled together under long-term arrangements that evidence of a commitment to remain responsible indefinitely for each other's welfare and who are registered with the State of Maine under the provisions in 22 M.R.S. 2710.
15. Perpetual care – shall mean the care and maintenance, and the reasonable administration, of those ~~burial cemetery~~ lots ~~/and~~ spaces for which an assignee has paid. Such care shall include mowing grass, raking, trimming around monuments/markers, cleaning lots, monument cleaning, and improving and ornamenting the cemetery grounds as recommended by the Cemetery Committee and ~~t~~Town sexton.

16. Service dog – shall mean a dog that has been trained and certified to assist a person who has a disability. The dog must have completed a public access test and be unobtrusive to the public. Companion animals are not considered service dogs. Service dogs are distinct from companion animals as indicated by their training and certification.

2. Town Sexton/Assistant Sexton

2.1 The ~~town~~ sexton/assistant sexton shall be ~~an~~ employees of the Town of Belgrade. The sexton/assistant sexton shall ensure that this ordinance pertaining to the cemetery is enforced. The sexton will be a non-voting ex-officio member of the ~~c~~Cemetery ~~c~~Committee. The sexton/assistant sexton will work cooperatively with the cemetery committee. Recommendations on present and future cemetery needs and concerns will be made to the Board of Selectpersons. The sexton will also work collectively with the committee to develop an annual budget. The duties of the sexton/assistant shall also include the following:

- a) Maintain a record of the layout of the cemeteries with each assigned lot/space suitably marked by an appropriate marker set level with the adjacent ground. Ensure that all burial lots/spaces assigned are numbered and recorded with the town clerk and CIMS.
- b) Assure ~~that~~ all burial lots/spaces are of sufficient width and depth and properly filled after each burial. Ensure that all full casket burials are placed in a cement grave liner or vault, plastic or polystyrene vaults are not permitted. ~~and that~~ All cremated remains will be ~~are~~ buried in an approved urn or urn vault. Green urns, wooden urns, cardboard containers, or plastic temporary containers will not be accepted. Hard plastic /polystyrene urns are permitted for cremation burials. Any biodegradable urn/container will not be accepted. The sexton/assistant sexton will also assure that all gravesites are properly marked with a suitable ~~permanent~~temporary marker indicating the deceased's name and date and the date buried. The marker may be removed after a permanent marker/monument has been installed.-
- c) Grant permission to qualified persons to occupy burial lots/spaces after confirmation of payment has been obtained from the Town of Belgrade. The information will be recorded and entered in CIMS. The sexton/assistant sexton will also ensure that all records pertaining to town cemetery burial lots/spaces can be accessed during regular Town Office business hours.

- d) Work with the town manager to employ staff as needed to adequately maintain and care for all ~~t~~Town cemeteries.

3. Cemetery Committee

3.1 The committee shall consist of five (5) voting members. The members must be residents of Belgrade who are appointed by the Board of Selectpersons for three-year staggered terms. The committee will serve as an advisory committee to the town manager, Board of Selectpersons, and the sexton.

The committee shall annually elect a chairperson, a vice-chair, and a recording secretary at the first scheduled meeting following the annual town meeting in March. The committee will meet once a quarter. The committee chair may also call a meeting at any time during the year, as needed. The chair is responsible for working with ~~t~~Town office staff to ensure agendas are publicly posted and shall notify all the members and the sexton/~~assistant sexton~~ of the date, time, and location of the meeting.

The recording secretary shall record the meeting minutes of all scheduled meetings and forward them to the town clerk for filing.

Three members will constitute a quorum. The ~~town~~ sexton serves as a non-voting ex-officio member of the committee whose responsibility shall be to make recommendations to the committee on the overall operations and maintenance of the Belgrade cemeteries.

All cemetery committee vacancies shall be filled following the Town of Belgrade Committee Application Policy adopted on Nov. 16, 2021, by the Board of Selectpersons.

3.2 Responsibilities of the Cemetery Committee

- 1) Schedule and conduct periodic meetings.
- 2) Develop plans and goals relating to the present and future care and needs of the cemeteries while maintaining the public's health and safety, and the overall beauty and harmony of the ~~t~~Town's cemeteries while working collaboratively with input from the ~~t~~Town sexton. The plans/goals will be forwarded to the town manager and Board of Selectpersons.
- 3) Provide input and guidance to the sexton, as needed, during the annual budget development process.

4. Regulating Eligibility for Assignment and Occupation of Burial Lots/Spaces

4.1 All burial lots/spaces in the Belgrade cemeteries will remain the property of the Town of Belgrade and not any assignee or his/her representatives. **All burial lots/spaces sold are for the sole purpose of rights of interment.**

4.2 The right to purchase perpetual care and to be assigned a **burial** lot/space shall not be granted to any person who is not a current resident of Belgrade for at least three consecutive years unless that person qualifies under the exceptions noted in Section 4.7. Any **burial** lots/spaces assigned shall not be used by anyone other than the assignee, his or her relatives and/or direct descendants, or registered domestic partnership unless approved by the ~~town~~ **sexton/assistant sexton** after review of the records maintained at the ~~tTown~~ **Office**. A resident, after confirmed eligibility, may be assigned a **burial** lot/space for burial by paying the voter-approved cost for perpetual care. All payments for cemetery **burial** lots/spaces shall be made to the Town of Belgrade and shall be deposited into the cemetery perpetual care account.

4.3 The sexton shall keep a record of **all burial** lots/spaces with their numbers and section within the cemetery, including the date and price of the sale to the assignee. The record shall also note **which burial** lots/spaces are occupied and clearly indicate which **burial** lots/spaces are available for future purchase. All pertinent information pertaining to the sales and assignments and locations within the cemeteries will be recorded in the CIMS system.

4.4 A person/resident who has been deemed eligible to be assigned a **burial** lot/space does not have the right to sell, trade, will, donate or otherwise relinquish control of said **burial** lot/space to any non-resident of Belgrade unless such **burial** lots/spaces are to be utilized by the non-resident's parents or children of the assignee/owner, spouse, registered domestic partner, children or others that have been approved by the Cemetery Committee and authorized by the Board of Selectpersons.

4.5 A resident who has been assigned **the right of a burial** lot/space within any Belgrade cemetery and has since become a non-resident may continue to be authorized to use the **burial** lot/space for burial for himself/herself, a spouse, any children, the parents of either spouse, or a registered domestic partner.

4.6 A resident or former resident who wishes to relinquish his/her assignment of any unoccupied lot or spaces can inform the Town and receive a full refund of their money, at the original cost at the time of their **initial** purchase. **R**efunds will be minus any interest paid to the Town for perpetual care unless the **burial/lot space** has been used by an eligible person. In this case, no refund will be made.

4.7 Any person who is not a current legal resident of Belgrade who was legally assigned a **burial** lot/space previously shall not be allowed to exchange said **burial** lot/space in the said cemetery. However, the Board of Selectpersons by majority vote may grant the right of that individual to purchase a **burial** lot/space from another owner upon agreement and availability. A non-resident's application to purchase a **burial** lot/spaces shall first be reviewed by the Cemetery Committee, ~~which will be~~ **The committee will make a determination if the non-resident qualifies and will forward their recommendation to the Board of Selectperson's for consideration.**

A non-resident may be assigned up to four (4) **burial**/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.
- 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) years.

5. Perpetual Care

5.1 All monies paid to the Town of Belgrade for ~~cemetery~~ **burial**-lots/spaces shall be placed in the Cemetery Perpetual Care Account. This account is invested with the town's investment manager. Ninety percent of the interest earnings each year are expended in the subsequent year for mowing, raking, trimming around monuments and markers, and cleaning lots, and for improving and ornamenting the grounds of the ~~t~~**own's** cemeteries as recommended by the ~~c~~**Cemetery** ~~c~~**Committee** and sexton. Any capital expenditure shall be approved by the Board of Selectpersons.

A list of those monies currently known shall be maintained by the town treasurer. The town shall be responsible for complying with the terms of the existing trust accounts.

***The town shall use the interest income from cemetery trust funds for the cost of perpetual care unless the terms of acceptance specify otherwise. Any trust funds for which there are no known heirs shall be transferred to the cemetery perpetual care account.**

***No new cemetery trust funds shall be established after the effective date of this cemetery ordinance.**

6. Cemetery Perpetual Care Account

6.1 All money received from the sale or transfer of **burial** lots/spaces and the purchase of geraniums, shall be credited to the Cemetery Perpetual Care Account, which is managed by the town's investment manager, and used for perpetual care of the town's cemeteries.

7. Donations of Land

7.1 The ~~t~~Town is also authorized to accept donations of land, subject to the approval of the Board of Selectpersons and clear title thereto and approval **by of** the residents at a ~~t~~Town ~~m~~Meeting. Upon notice to the residents and a public hearing, a suitable ~~t~~Town-owned property may be designated for use as a cemetery.

8. Grave Openings and Closings

8.1 Prior to the opening of a **grave** space for any **burial**, the party requesting said opening shall show satisfactory proof to the town clerk and sexton/**assistant sexton or his/her designee**, that they have the right to request said opening. A family member of the deceased and/or a funeral director shall be involved in the decision. No burials will be permitted in any town cemeteries from November 15 to May 15. Under special circumstances, permission may be granted by the sexton/**assistant sexton**, depending on whether ground conditions are suitable.

9. Interments

9.1 All ~~burials~~ ~~interments~~ shall be restricted to members of a family or other eligible persons, including registered domestic partners and direct descendants of the original assignees, when approved by the sexton. The town clerk, ~~-and~~ sexton **and assistant sexton** will approve **all the** grave openings. In certain cases, the sexton/**assistant sexton** may request a meeting with the family of the deceased or the funeral director following a **burial interment** request in which there is no proof of **burial** lot/space ownership, or to address questions pertaining to assignment and placement of the **casket/urn** of the deceased in the **burial** lot/space.

9.2 For the purpose of all full **casket** burials, all caskets must be placed in a permanent **cement grave liner or vault**.~~suitable container~~. **No synthetic polystyrene vaults will be allowed for full casket burials**. The following are approved: concrete, copper or steel burial vaults., ~~or a vault made of approved synthetics, such as polystyrene~~.

Cremated remains must also be placed in an **urn vault or an approved urn**, ~~prior to the burial. suitable container of cement, steel, copper, or approved synthetics~~. Any biodegradable material containing **cremains**, such as wooden urns, green

urns, cardboard containers, or plastic temporary containers, are not acceptable, and will be required to be placed in an approved ~~urn or an urn vault container~~ prior to ~~burial. burial~~. Cremated remains will not be allowed to be scattered in any town cemetery. The Town of Belgrade prohibits any above-ground ~~burials~~ in a mausoleum, columbarium, crypt, or niche in any of its cemeteries.

9.3 Interment of anything other than that of human remains will not be permitted in Town cemeteries. No cemetery ~~burial~~ lot/space shall be utilized for any other purpose than as a place to bury the deceased. The burial of family pets is not permitted.

10. Disinterment or removal of bodies

10.1 A body may be disinterred/removed from a burial ~~lot/space~~ upon the completion of a burial permit by a licensed funeral director and signed by the next of kin. The burial permit will then be presented to the town clerk. All ~~disinterments~~ are required by state law to be conducted under the direct supervision of a licensed funeral director. The only exception to this shall ~~be by~~ a lawful court order for the purposes of an investigation. Disinterment must be coordinated with the ~~town~~-sexton/~~assistant sexton~~ who shall be present to assist.

10.2 Any and all costs incurred by a disinterment will be charged to the individual or group requesting the disinterment and paid in full to the Town of Belgrade prior to the commencement of the removal.

11. Cemetery Rules and Regulations

11.1 As soon as flowers, wreaths, emblems, etc., used at funerals or placed on the grave at other times become unsightly and faded, they will be removed, and no responsibility for their protection or maintenance is assumed. The town ~~shall maintains~~ ~~have~~ the right to remove all floral designs, weeds, trees, bushes/shrubs, plants, or herbage of any kind from the cemeteries as soon as, in the town's judgement, they become unsightly, dangerous, detrimental, or diseased, or when they do not conform to the standard maintained in the cemeteries.

11.2 The cemeteries will be closed to vehicle traffic annually on November 15th and will reopen on May 15th, or at such time as determined by the sexton/~~assistant sexton~~. All fall and winter decorations must be picked up and removed annually by May 15th each year and summer decorations need to be removed by November 15th. Solar lights are permissible on ~~burial~~ lots/spaces and may be left year-round.

11.3 Any and all bushes and shrubs currently planted at or near monuments shall not exceed four (4) feet in height and three (3) feet in circumference.

* **Effective with approval of this ordinance, there will be no new bush/shrub plantings allowed in Town cemeteries. Any violation of this new regulation will result in the removal of said plantings with the approval of the sexton or town manager.**

Bushes and sShrubs must not encompass, surround, or cover up the monument and must be kept trimmed by the burial lot/space assigned person. The sexton/assistant sexton reserves the right to remove all that are not in compliance.

* ~~Effective with approval of this ordinance, there will be no new bush/shrub plantings allowed in Town cemeteries. Any violation of this new regulation will result in the removal of said plantings with the approval of the sexton or town manager.~~

11.4 The flags of the United States and of the State of Maine, military flags, and other organizational flags may be displayed in the cemeteries. The flags and their holders shall not exceed three (3) feet in height. Any flag torn, discolored, or defaced will be removed and properly disposed of or destroyed by the sexton/assistant sexton or his/her designee. Flag poles are not permitted to be erected in any cemetery.

11.5 Any person or persons who willfully vandalizes or damages any fence, ornamental tree, shrub, bush, gravesite marker or monument in any tTown cemetery shall be subject to criminal or civil prosecution under State law. The tTown will not be responsible for monument/marker repairs when said perpetrator cannot be identified.

11.6 No motor vehicles, except for emergency vehicles operated by fire and/or police personnel, shall be permitted in the town's cemeteries after officially being closed in the fall until the cemeteries are reopened in the spring by the town manager on the advice of the Cemetery Committee and sexton/assistant sexton.

11.7 Minibikes, scooters, dirt bikes, all-terrain vehicles (ATVs) and snowmobiles are not permitted to be operated in the town's cemeteries. **The only exception is ATVs operated by cemetery personnel for cemetery maintenance.**

11.8 No persons or motor vehicles shall be allowed in any Belgrade cemetery from one-half hour after sunset until one-half hour before sunrise unless previously authorized by the town manager or sexton. Any violation of this section will be considered trespassing and subject to possible criminal prosecution.

11.9 All children younger than 14 years of age must be accompanied by an adult or guardian while visiting the town's cemeteries.

11.10 All authorized motor vehicles operated within the town's cemeteries will be confined to the cemetery roads and not operated on any grassy areas, including around or over gravesites. Vehicular traffic will not be permitted, except for cemetery personnel, during periods when the roads are deemed too soft/wet or are in any other condition that would result in ruts or damage to the roads. The speed limit in the cemeteries is five (5) miles per hour and shall be always adhered to.

11.11 No loitering, picnicking, athletic activity, games, or disrespectful acts will be tolerated in any town cemetery. Violators will be asked to leave the cemetery. Those who refuse may be subject to prosecution for criminal trespass.

11.12 No household family pets of any kind will be allowed in any ~~t~~Town cemetery. This rule does not apply to service dogs, accompanied by their handler, as defined in this ordinance.

11.13 The possession of any alcoholic beverages and illegal drugs is strictly always prohibited within the ~~t~~Town's cemeteries.

11.14 All the Town of Belgrade cemeteries are considered smoke-free environments. The smoking of tobacco products, marijuana and vaping are all prohibited.

11.15 Perpetual care shall be provided by the sexton ~~and his/her / assistant sexton and designees~~ staff. Care shall include mowing, trimming around monuments and markers, and all necessary care and maintenance required to maintain the general beauty of the ~~t~~Town's cemeteries. Perpetual care does not provide for raised beds, or monument, marker, or corner marker relocation. Perpetual care ~~may will~~ also include monument cleaning and repair, as necessary, ~~for older marble monuments. All other monument cleaning requested by a family will be done at their expense by a monument company or by cemetery staff.~~

The Town of Belgrade will not assume any responsibility for any damages that may occur during the perpetual care and maintenance of the town's cemeteries. The Town of Belgrade will not compensate any assignee for any accidental damage caused to any ~~monument, flat markers, grave markers,~~ flowering plants, flower displays, shrubs, bushes, trees, or other such items that are placed ~~on at burial lots/spaces. or burial sites.~~

12. Cemetery Appearance

12.1 The town's cemeteries are quiet places ~~which that~~ provides for the burial of the deceased and a place for the living to pay their respects and mourn those who have passed. The ~~town's~~ sexton/assistant sexton, and staff work hard to at

maintain~~ing~~ the beauty of Belgrade's cemeteries. It shall be the responsibility of all cemetery visitors to be respectful of the grounds. No littering shall be permitted. Visitors to Belgrade cemeteries shall deposit all trash in receptacles provided or take it with them. Violators may be subject to criminal prosecution for littering.

12.2 Plantings within the guidelines of this ordinance, flowers, flower containers, wreaths, and other tasteful decorations are encouraged to be placed on **burial** lots/spaces to enhance the beauty. Any showy, gaudy, distasteful or garish displays, **including novelty items**, are not permitted and could be subject to removal.

12.3 The installation or placement of monuments designating the name of the owner/assignee is encouraged. The owner/assignee of a burial lot or space must consult with the ~~Town~~ **sSexton/assistant sexton** to determine the correct location for the placement or installation of any monument, there must be adequate space on the lot or space to accommodate such monument. All monument installations will be completed by a licensed monument company. Monuments will be required to be set on a cement base at least 3 feet in the ground and shall not exceed five (5) feet in width. **All monuments placed on foundations will not exceed and** four (4) feet in height **and five (5) feet in width**. Memorial markers and lot/space corner **markers stones** are also encouraged. They must be installed flush with the ground.

All memorial markers and lot/space corner **markers stones** shall be set by a monument company only after being authorized by the sexton/**assistant sexton** to ensure the lot/space measurements and location are correct. No lot or space shall be defined by any fence, rail, curb, ledge, trees, or shrubs for the distinct purpose of describing its corners and/or boundaries. No landscaping material such as pavers, bark mulch, ~~or~~ river stones, or fencing will be allowed on gravesites.

13. Town of Belgrade Cemetery Prices

13.1 The cost per single space for Belgrade residents is- ~~\$400~~ **\$300**. The cost per single space for a non-resident is- ~~\$800~~ **\$550**. The cost for a **full burial** is ~~\$700~~ **\$600** Monday through Friday and ~~\$800~~ **\$700** on holidays and weekends. The cost for a cremation **burial** is ~~\$300~~ **\$200** Monday through Friday and ~~\$400~~ **\$300** on holidays and weekends.

***All grave site services and burials will be scheduled by the sexton/assistant sexton between the hours of 8 a.m. and 3 p.m., Monday through Friday, weekends, and holidays.**

13.2 One (1) single burial space is suitable for one (1) full casket burial. One (1) single space is also suitable for up to three (3) cremation burials. Cremated remains may also be placed over a previously buried casket, providing there is ~~enough~~ adequate earth to cover the cremains, so that the appearance of the space is not altered. ~~The normal fees for a cremation interment will apply.~~ Section 8.1 of this ordinance shall also apply in this instance and will also require the approval of the ~~town~~-sexton/assistant sexton.

13.3 All cemetery ~~burial~~ lots/spaces must be paid for in full to the Town of Belgrade before any burial may take place. The town will record all transactions and will notify the ~~town~~ -sexton/assistant sexton.

13.4 Effective with the approval of this ordinance, all new persons assigned ~~burial~~ lots/spaces, ~~for the sole purpose of interment,~~ will receive a copy of the ~~cemetery~~ ~~is~~ ordinance.

13.5 This ordinance shall be reviewed by the Cemetery Committee at least every two (2) years. ~~and Any~~ recommended changes shall be brought before the Board of Selectpersons for ~~their~~ approval. ~~prior to being presented to the voters at the annual Town Meeting.~~

13.6 Cemetery ~~fee schedule for the purchase of cemetery lots/spaces and associated burial services~~ ~~prices~~ shall be reviewed every two (2) years by the ~~c~~Cemetery-committee. ~~All recommendations for changes shall be made to the Board of Selectpersons who will have the authority to make changes to the cemetery fee schedule.~~

13.7 Any assignee of a lot/space or person who wishes to have a geranium planted on his/her lot/space prior to Memorial Day each year, may make a one-time purchase of up to five (5) plants for \$100 each. All the funds collected shall be deposited into the Cemetery Perpetual Care Account.

14. Enforcement and Appeals

14.1 The Board of Selectpersons are responsible for enforcement of this ordinance, with recommendations from the cemetery committee and the ~~town~~ sexton.

14.2 A person who believes he/she has been aggrieved by provisions of this ordinance or actions of the town may appeal the action to the town manager in writing. If the grievant is still not satisfied, the grievant party may appeal to the Board of Selectpersons by informing the town manager in writing, providing the reason for an appeal, and asking for a date and time to appear before the Board of Selectpersons. The town manager will give the written request to the Board of Selectpersons to be placed on the next board's agenda for their review.

15. Severability

Upon adoption, this ordinance will supersede any other ordinance, rules, policies, or town warrant articles in effect prior to March 19, 2022. If any subsection, sentence, clause, provision, or part of this ordinance shall be held invalid for any reason, the remainder of this ordinance shall not be affected thereby but shall remain in force and effect.

16. Effective Date

This ordinance is hereby declared to be necessary for proper management of the Town of Belgrade's cemeteries and shall be in full force and effective from and after its passage and publication as provided by law.

*Amended on 15th day of March 2024

*Amended on 17th day of March 2023, by referendum

*Amended on 19th day of March 2022, by referendum

*Amended on March 18, 2016, by referendum.

*Amended on March 19, 2011, by referendum.

*Amended on Nov. 7, 2011, by referendum.

*Amended on March 19, 2010, by referendum.

ARTICLE 40

Shall an ordinance entitled "Town of Belgrade Ordinance Prohibiting Loitering and Camping In and On Public Streets, Public Places, or Municipal Buildings" be enacted?

Selectboard recommendation: YES 3 NO 0 ABSENT 2

NOTES:

- Legal counsel has provided the included draft ordinance for the Board's review and consideration.
- There are some suggested edits marked.

Town of Belgrade

Ordinance Prohibiting Loitering and Camping In and On Public Streets, Public Places, or Municipal Buildings.

1. Prohibition.

- a. It shall be unlawful for any person to loiter, loaf, wander, stand or remain idle either alone ~~and/or~~ in consort with others in a public place in such manner so as to commit in or upon any public street, public highway, public sidewalk or any other public place or building any act or thing which is an obstruction or interference to the free and uninterrupted use of property or with any business lawfully conducted by anyone in or upon or facing or fronting on any such public street, public sidewalk, or any other public place or building, all of which prevents the free and uninterrupted ingress, egress and regress therein, thereon and thereto.
- b. It shall be unlawful to camp, sleep, or remain upon the grounds of any municipal building or any ~~municipal building, and~~ municipal cemetery, field or woodlands, public streets, public highways, public sidewalk, or any other Town owned, controlled or maintained property between the hours of 9:00 pm to 5:00 am, unless such person is in lawful employment, participating in a program or activity sponsored or authorized by the Town or unless such person has the prior written authorization of the Town Manager to be on said property during the aforementioned hours. In considering a request for authorization to be on said property during these hours, the Town Manager shall consider the purpose of the request/use, whether the use would unreasonably disturb persons who occupy property adjacent to the property in question, whether the use will cause damage to the property from destruction or overuse, and whether adequate facilities exist to support the proposed use. When authorizing any such use, the Town Manager may designate the specific area within Town property where the use shall be permitted, based upon the foregoing criteria.

2. Enforcement and Violations.

- a. When any person causes or commits any of the conditions enumerated in Section 1 of this Ordinance, the Code Enforcement Officer, Town Manager, or any law enforcement officer shall order that person to stop causing or committing such conditions and to move on or disperse. Any person who fails or refuses to obey such orders will be in violation of this Ordinance.

3. Definitions. As used in this Ordinance, the following terms have the following meaning:

- a. "Camp" means: to occupy a recreational vehicle, tent, or motor vehicle as temporary living quarters. "Camp" also means to park a recreational vehicle or motor vehicle on a street or in a municipal parking lot for three or more

consecutive hours between the hours of 11:50 p.m. and 6:00 a.m. the following day unless the recreational vehicle is unoccupied the entire time it is parked there.

- b. "Municipal Parking Lot" mean: any parking area, publicly owned.
- c. "Recreational Vehicle" means: a vehicular-type portable structure, without permanent foundation, which can be towed, hauled or driven over the road and which is primarily designed as a temporary living accommodation for recreational, camping and travel use, including, but not limited to, travel trailers, truck campers, camping trailers, and self-propelled motor homes.

Memo

Animal Control Officer Contract

An updated draft contract with changes from the January 23, 2024 Selectboard meeting is provided for your review and consideration.

**TOWN OF BELGRADE
CONTRACT AGREEMENT
FOR
ANIMAL CONTROL OFFICER (ACO)
JANUARY 1, 2024 TO DECEMBER 31, 2024**

_____ has been appointed as the Animal Control Officer for the Town of Belgrade. As such, he/she agrees to obtain and maintain his/her certification as an Animal Control Officer and comply with all applicable federal, State and local statutes, laws, rules, regulations, codes, ordinances, orders and resolutions in the performance of his/her duties.

The term of appointment runs from January 1, 2024, and December 31, 2024. Pursuant to this agreement, the Town of Belgrade will compensate the Animal Control Officer at \$100 weekly for his/her on-call services provided; \$15 per hour for calls when the officer leaves his/her residence and will reimburse any mileage at the existing state rate accumulated in the performance of his/her duties.

In addition, the Animal Control Officer will receive additional pay at a rate of \$15.00 per hour plus mileage at the existing state rate for any extenuating circumstance involving duties as an Animal Control Officer in the Town of Belgrade. issuing dog warrants that he/she issues; for any time spent in Court Cases involving his/her duties as the Animal Control Officer for the Town of Belgrade; and in cases with extraordinary circumstances, e.g., animal hoarding, where the time involved goes well beyond a normal complaint.) Note: Extraordinary cases require Town Manager review and approval for payment.

The Animal Control Officer is to turn in his/her ACO-Work Log the first Monday of each week by 9:00 a.m. which will include all calls he/she received and the action he/she did on each call. Also, the Work Log will report all mileage (ADD HERE) and hours owed and any extra work which required additional pay at a rate of \$15.00/hr., as explained above.

The Town will also pay its share of the Animal Control Officer's training cost as divided among the Towns that he/she is under contract with for his/her ACO services. It is up to the Animal Control Officer to keep track of his/her training requirements and costs to each Town.

The ACO-Work Log can be faxed to the Treasurer @ 495-2742 can be e-mailed to the Treasurer @ treasurer@townofbelgrade.com or dropped off in the payroll box located on the back door of the Town office.

**NOTE: ACO-WORK LOG MUST BE AT THE TOWN OFFICE BY 9:00 A.M. EACH MONDAY
OR NO PAYMENT WILL BE MADE THAT WEEK.**

Most calls to an ACO are of an emergency nature; therefore, calls must be answered ASAP and within a ONE HOUR period. It is the responsibility of the ACO to have the town provided cellular phone to answer all calls as response time is very important to all involved. The Animal Control Officer must have a backup ACO to handle his/her calls when he/she is not available.

The ACO has access to and is responsible for the equipment provided (see attached list). The

ACO must also enforce Maine Animal Welfare Laws and Regulations such as but not limited to: Title 7, Part 9, Ch. 717, 719, 720 and 721.

All parties acknowledge and understand that this agreement becomes null and void if the proposed budget for Animal Control is not approved by the Legislative Body of the Town of Belgrade at their annual or any duly scheduled special Town Meeting.

Either party, by written notice, may cancel this agreement following due process as outlined the in Town of Belgrade's, "Employee Guidelines". The ACO position is a Contracted Appointment that is required by State Statute; therefore, the ACO is appointed annually by

_____.

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

The above agreement has been examined and is understood by _____

this _____ day of _____, 2024.

_____ Date: _____

_____ Date: _____

_____, Animal Control Officer

Memo

Appointments/Resignations

Dan Ceglinski – Appointment to Comprehensive Plan Committee

Jeff Worthing – re-appointment as Animal Control Officer

Tracy Malloy – re-appointment as Animal Control Officer

TOWN OF BELGRADE



Board/Committee Appointment & Re-appointment

Application for Appointment or re-appointment to:

- Planning Board
- Board of Appeals
- Dams Committee
- Cemetery Committee
- Library Trustee
- Senior Resource Committee
- Lakes and Natural Resources Committee
- Other
- Board of Parks and Recreation
- Board of Assessment and Review
- Transfer Station/Recycling Com.
- Budget Committee
- Comprehensive Plan Committee
- Communications Committee
- Roads Committee

If this is a re-appointment please check the box and state the number of years. (_____ years)

Name Daniel Ceglinski

Address [redacted] Belgrade ME 04917

Phone # (Home) [redacted] (Work) same Email: [redacted]

Place of Employment Silverio Architecture + Design

Education & Experience BFA Interior Design, Rochester Institute of Technology 1984

33 years experience in the architectural field ranging from commercial, residential and institutional projects
7 years as a Planner for Bath Iron Works in the economic downturn 2009-2016

Interests and Hobbies Art and design, abstract painting, winemaking, gardening, hiking, nature observation

Why do you wish to serve on a municipal board or committee?

Belgrade is a wonderful town to live in and I want to contribute in keeping it so for generations to come by assisting with building a sound comprehensive plan for this new decade and beyond. Giving to the town added direction with my professional expertise would be satisfying in this role

References

Name Matthew Silverio Phone # [redacted]

Name Dr Rok Morin Phone # [redacted]

Please Return to:
Town Manager
Town of Belgrade
990 Augusta Road
Belgrade, ME 04917

I understand that as a committee member, I will be required to read the Town of Belgrade Anti-Harassment, Discrimination and Workplace Bullying Prevention Policy. Please check the box (Required)

Memo

Delta Ambulance Service

Interim Executive Director Chris Mitchell will be present to answer questions from the Board re: increase in per capita costs from \$15/per capita in 2023 to \$25/per capita in 2024.

Included in your packet is a presentation Mr. Mitchell sent over, along with this additional information:

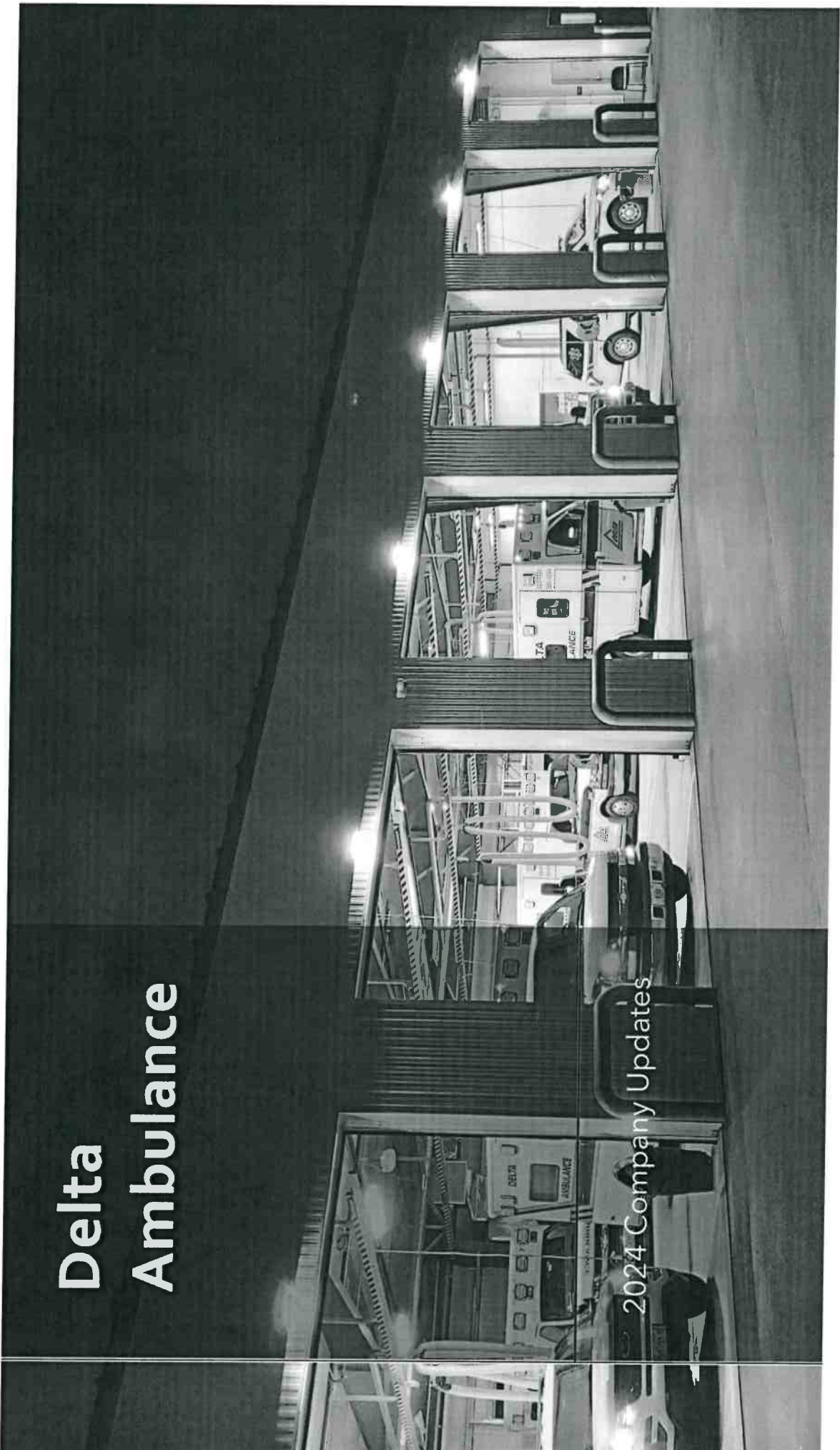
Last year, the Blue-Ribbon Commission for EMS in Maine recommended a \$70 million dispersal to transporting services across Maine as the amount needed to stabilize the system. The amount reflected the disparity between high operating costs and low revenue for all transporting services - this is not a problem unique to Delta, nor is it a new problem. The legislature, however, chopped the amount to a one-time \$31 million and allocated only \$10 million for "emergency funding." Transport services were capped at receiving no more than \$200 thousand each. The application wasn't made available until December, and we know that we were approved for \$200 thousand, but still have no clear answer on when we will receive it. It has been delayed several times already. The remaining \$21 million has no defined purpose or way to access it as of today.

Maine General provided Delta with a six-month term grant that will total \$297,500 between now and July. This has no guarantee to continue.

The need for increased funding from our contracted towns is based on operating costs which have exceeded revenues for several years but have now depleted our reserves. We can no longer absorb losses. Delta is behind the curve in this regard both with notification to the towns and in measures to correct the issue. This is the reason for the rapid increase, but we are currently involved in collaborative efforts to achieve a reasonable target per-capita number by next year. I'll explain this in more detail during the meeting but our efforts at this time are simply to reach a sustainable break-even budget.

Delta Ambulance

2024 Company Updates



Company Overview

- A nonprofit 501(c)(3) corporation with a voluntary Board of Directors
 - 13 seats including 4 from Inland Hosp, 4 from MaineGeneral, and 5 from the community
 - 2 community seats remain open
- Formed in 1972 to meet the needs of local hospitals as well as the regional need for emergency ambulance coverage



Staffing

Interim Executive Director Chris Mitchell

Finance Director Jaye LaCroix

Education Director Kevin Gurney

Compliance Director / Executive Assistant Krystal Tavares

80 Employees including

19 Full Time Paramedics

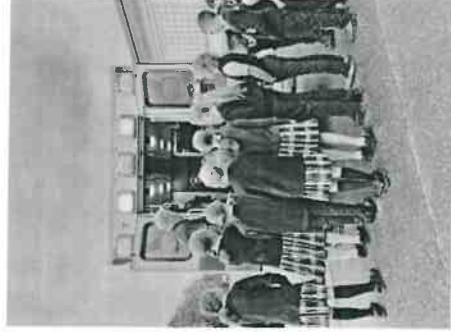
21 Full Time EMTs & AEMTs

Full Time Dispatchers and Administrative Support Staff

Per Diem Paramedics, AEMTs, EMTs, Wheelchair Van Operators

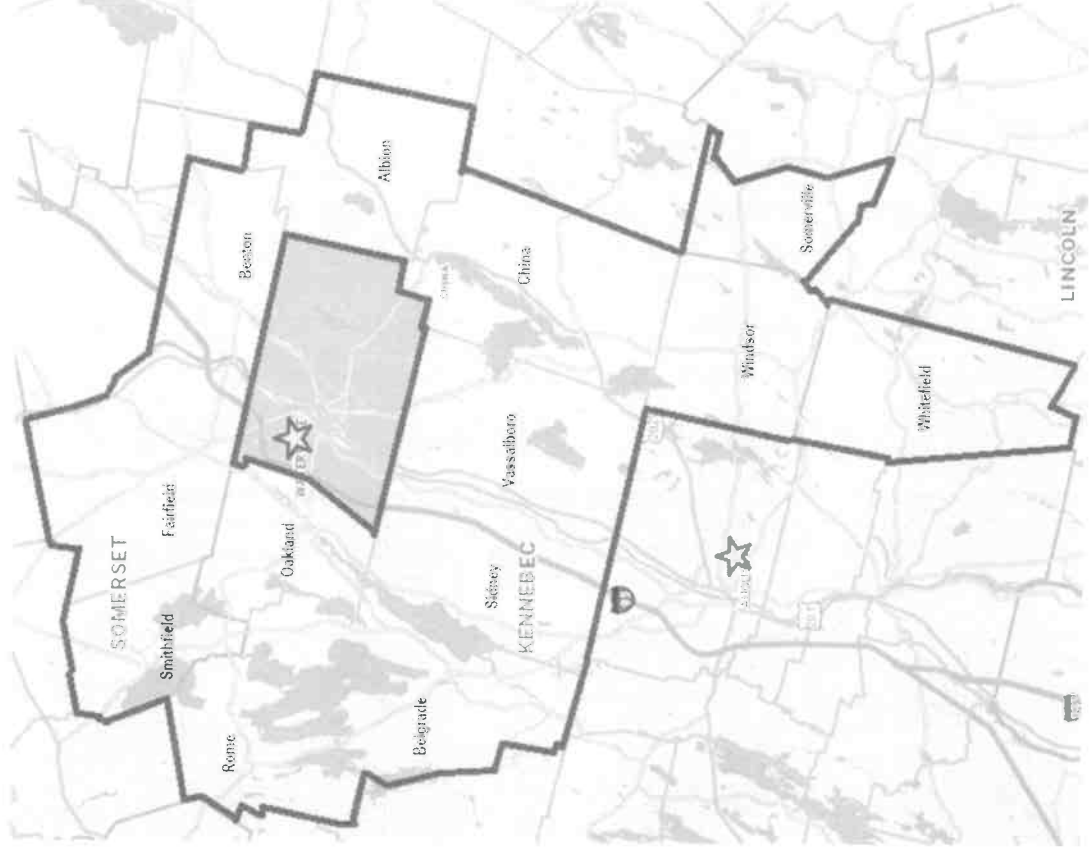
Services

- Emergency Response
- Event Standby
- Community Outreach
- Interfacility Transport
- Education
- Dispatch
- Billing



Primary Response Area

- 13 Towns – approx. 520 sq miles
- Combined Population 41,635 (FY 2023)
- Two Hospital Systems
 - MaineGeneral
 - Alford Center for Health
 - Thayer Center for Health
 - Northern Light Health
 - Inland Hospital



Slide 5

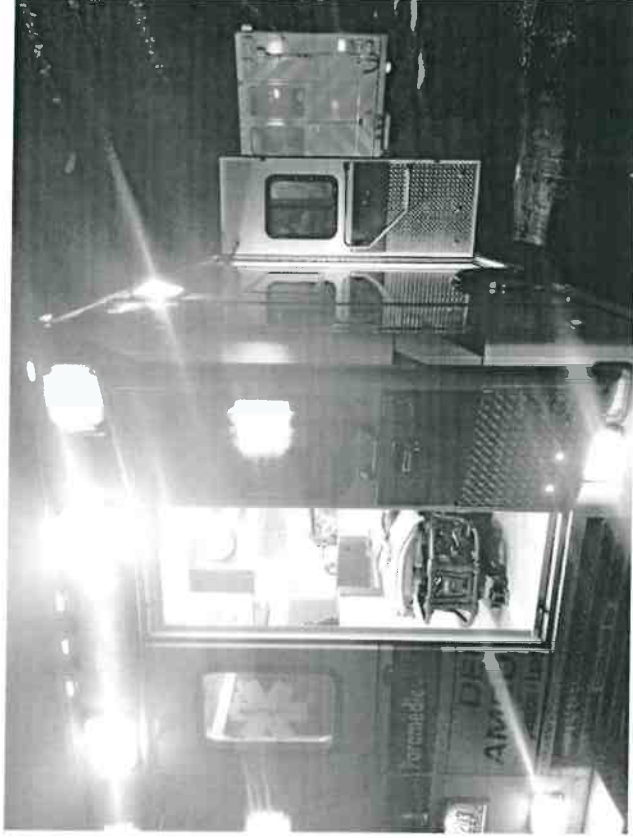
CM2 Christopher Mitchell, 12/16/2023

Town of Belgrade

2023 Review

Call Data

2023

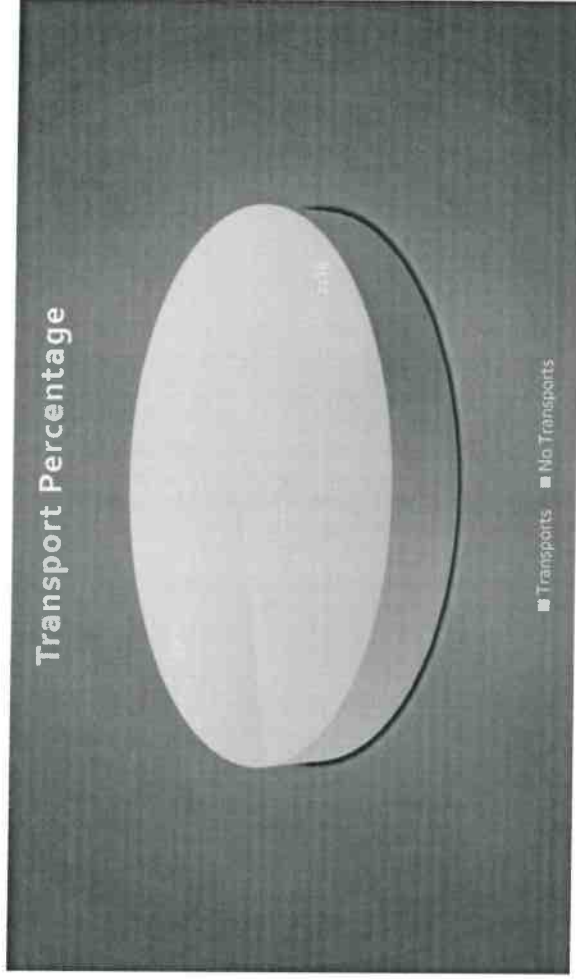


Call Breakdown

324 Runs Dispatched
1 Covered by Mutual Aid (< 1%)
14.3 minute Average Response Time

94 NO-TRANSPORTS

- 27 Patient Refusals
- 49 Cancellations
- 1 Event Standby
- 1 "No Patient Found"
- 1 Call covered by Mutual Aid
- 6 No Transport (deceased)
- 8 Fly Car (paramedic or supervisor support)
- 1 LifeFlight Transport



230 TRANSPORTS BY DELTA

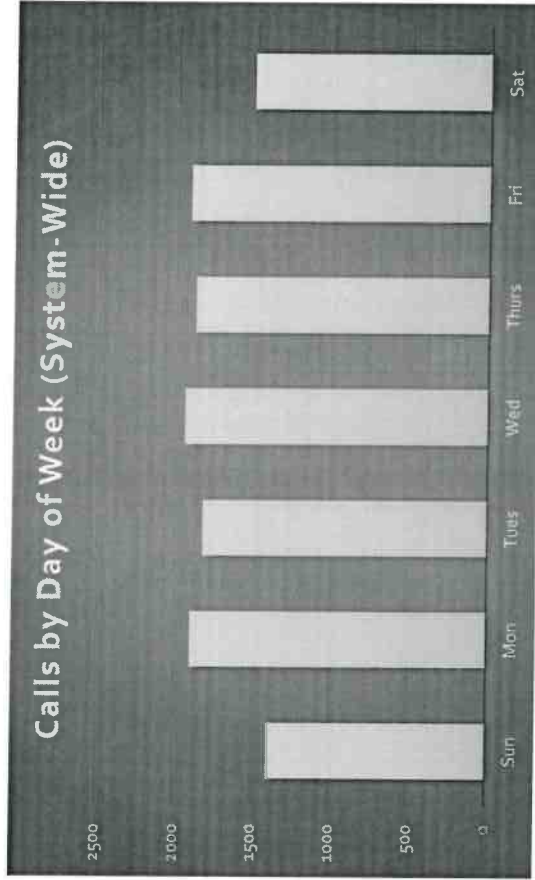
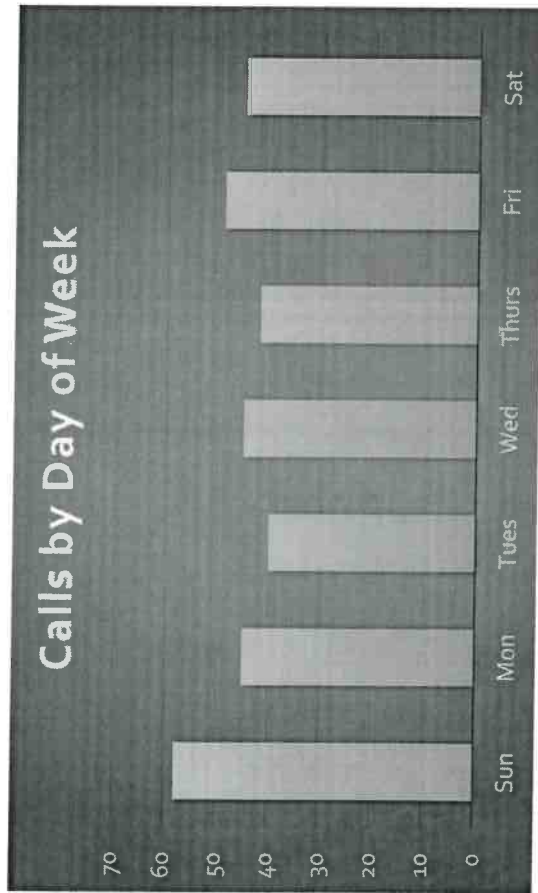
- 227 Emergency Calls (911)
- 0 Transfer (non-emergent)
- 3 Wheelchair Van Calls

Slide 8

CM1 transport / non transport percentage consistent with 2021 data from last presentation

Christopher Mitchell, 12/16/2023

Call Timing



Slide 9

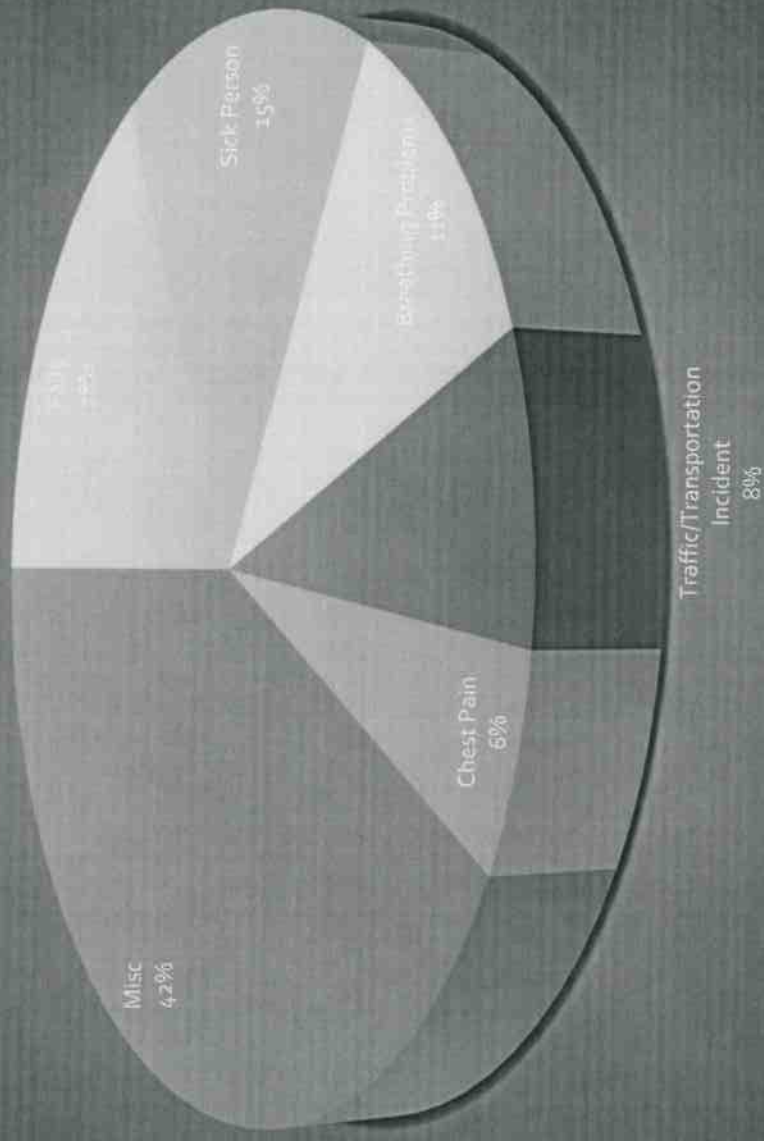
CM3 Individual towns are mostly 911 - system wide includes transfers
Christopher Mitchell, 12/18/2023

Call Natures

Miscellaneous

- Mental Health
- Unconscious
- Abdominal Pain
- Seizures
- Heart Problems
- Unknown
- Hemorrhage
- Stroke
- Back Pain
- Medical Alarm
- Diabetic
- Overdose
- Choking
- Exposure
- Childbirth

Call Natures as Dispatched



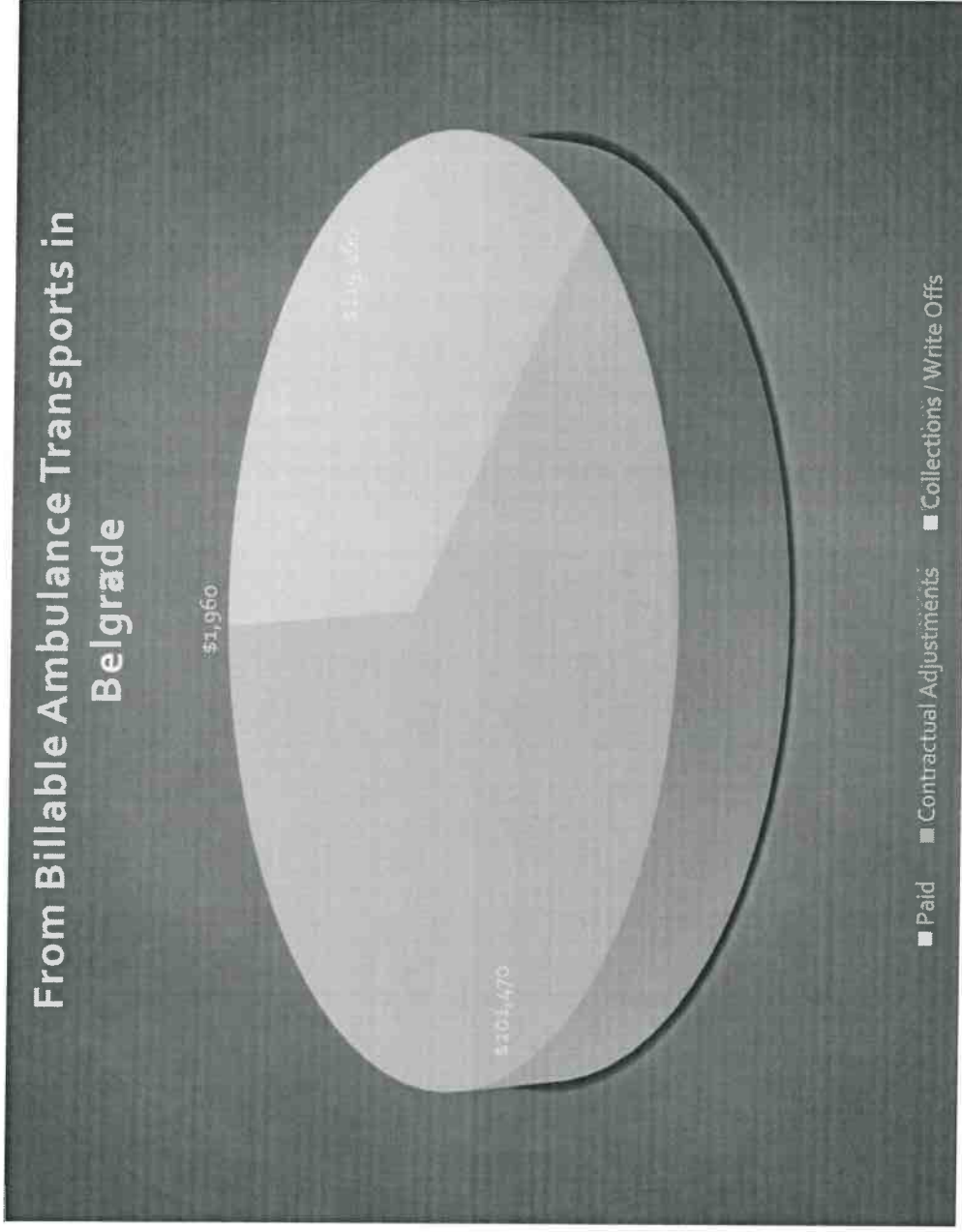
- Falls
- Sick Person
- Breathing Problems
- Traffic/Transportation Incident
- Chest Pain
- Misc

Financial



Belgrade Income

2023 YTD

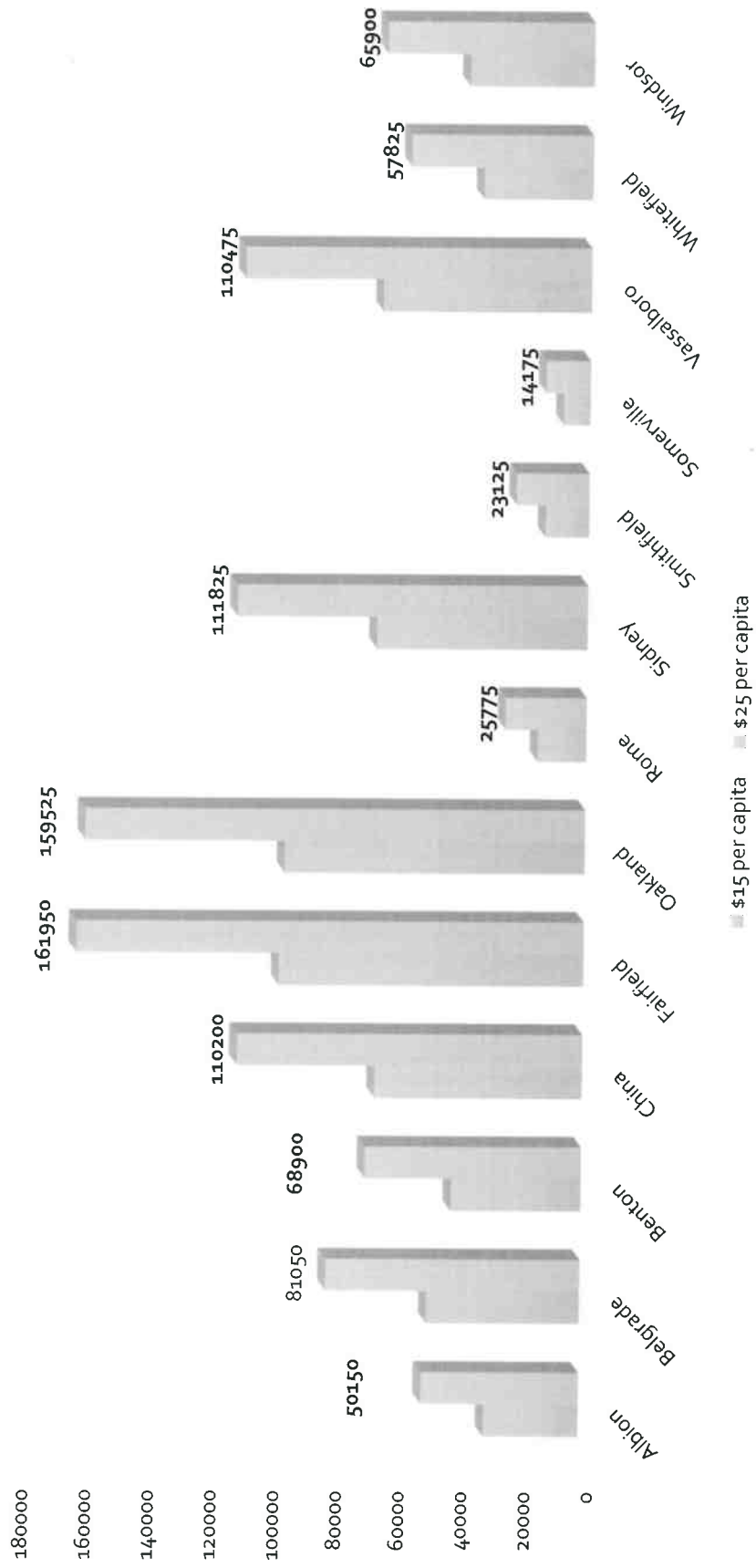


Service Charges

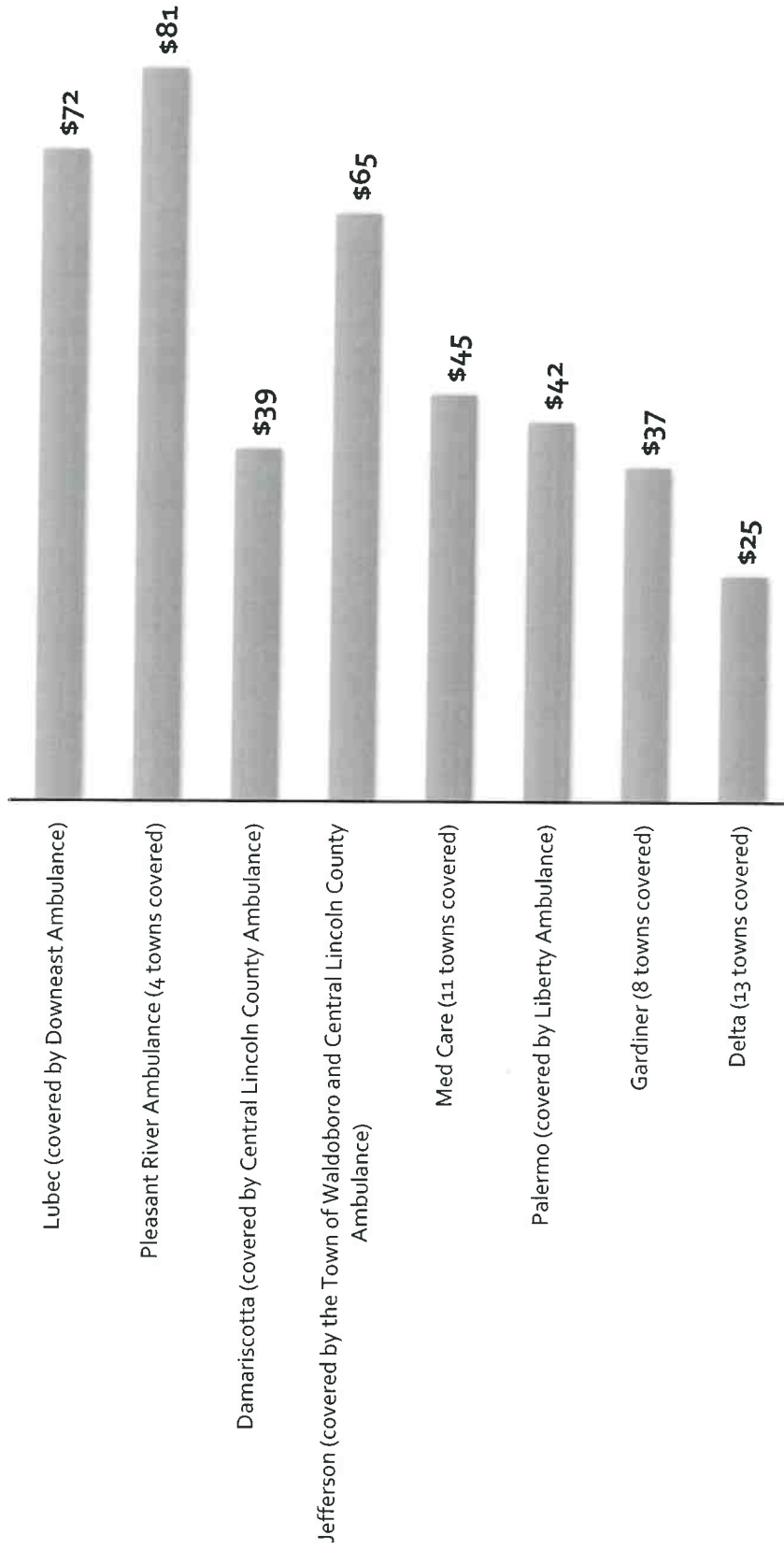
For FY 2024

- Increasing from \$15 / capita to \$25 / capita
- Total charges including all towns \$1,040,875 (based on 2023 census data) compared to the current \$624,525
- Will increase in FY 2025 to sustainable level

Town Service Charge Changes for 2024



Per Capita Perspective



Slide 15

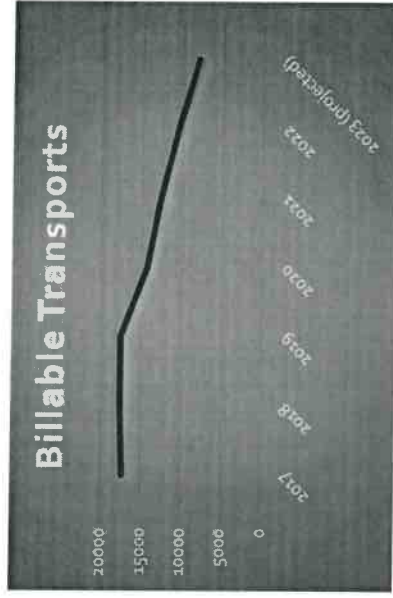
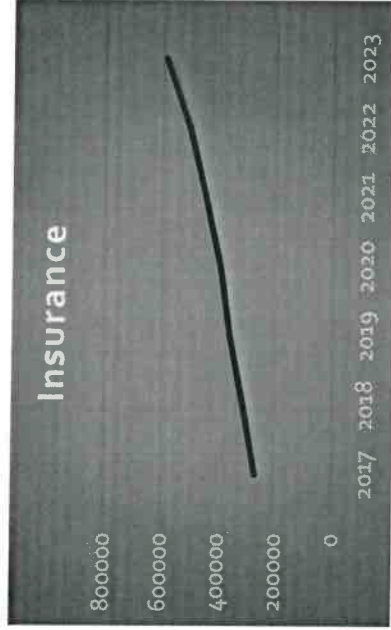
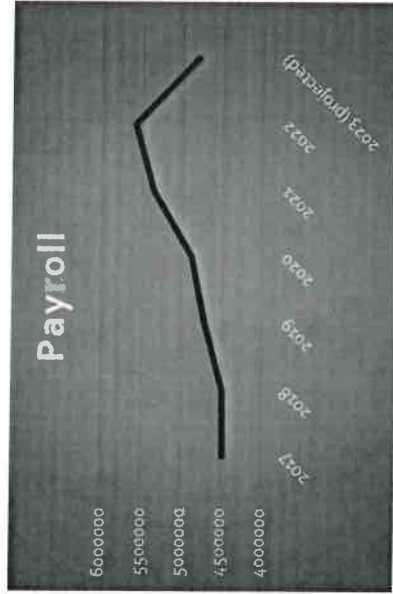
CM4 worth noting that Bristol, covered by CLC, equates to approx 100 per capita due to their formula which is based on tax valuation

Christopher Mitchell, 12/18/2023

Company Budget Overview

- Current Income Sources
 - Ambulance & Wheelchair Billing
 - Town Service Charges
 - MGMC Grant 2024
 - Maine EMS Emergency Funding
- Expenses
 - Insurance Contractuals
 - Write-offs
 - Insurance
 - Payroll (most dynamic over last 4 years)
 - Supplies (Medical & Other)
 - Maintenance (Fleet & Facilities)
 - Utilities

Company Income vs. Operating Expenses (2017-2023)



Slide 17

CM5 2023 Average wages:

EMT \$16.51

AEMT \$22.53

Medic \$32.34

medic wages have gone up avg of \$4 since 2022, AEMT \$2...EMT avg wage is \$0.50 lower due to fewer/newer EMTs

©Christopher Mitchell, 12/18/2023

Much of Delta's infrastructure remained necessary despite the decreased call volume...

- Facilities
- Administrative Functions
- Vehicles (Insurance, Maintenance, Fuel)
- Personnel
- Cost of 911 readiness (24/7 preparedness without steady revenue)

The pandemic prompted many providers to leave the field and with EMS classes shut down, no new providers entered the field for some time. EMS agencies subsequently entered a wage competition to recruit and retain field providers. This drove payroll costs higher than ever before as call volume, and therefore revenue, declined.



Actions Taken

Operational

- Fleet deployment & schedule overhauls attempting to match resources with call demand
- Networking with other transporting services to minimize empty legs on long-distance transports and improve service for patients awaiting transfer

Financial

- Start of town service charges
- Acquired term sustainability grant from MGMC
- Applied for Maine EMS one-time emergency funding
- Reduction in senior administrative staff – duties absorbed by other positions
 - Human Resources Director
 - Training Center Director
 - Community Relations Director
 - Operations Director

Actions Planned

Operational

- Consolidation of field personnel into core group for fleet staffing
- Incorporation of administrative staff into regular field positions
- Expansion of Critical Care Transport services through Maine EMS Pilot Project

Financial

- Town services charges increased to reach sustainable level
- Expanding Training Center & Education
- Offering billing services
- Pursuing grant opportunities
- Reducing facilities costs via sale of Cony Rd in lieu of two smaller, more cost effective locations

Projections

2023

- Senior Admin Reduction
- Town Service Charges \$15 / cap
- Fleet Deployment & Schedule Consolidation

2024

- Service Charge \$25 / capita
- MGMC grant x 6 mo
- Maine EMS Emergency Funding
- Promote Billing Services
- Promote Training Center / Education

2025

- Service Charge target \$40s-\$70s to reach sustainability
- Grant Opportunities
- Billing & Education Promotion



Memo

Snowmobile Club Request

Ernest Rice has made a request to once again utilize an old trail in back of the Dalton properties on the Center for All Seasons property as a connection from the lake to Route 27. The previous access is no longer available. The club checked the trail, there is some debris/trees down which they will clean up. Ernest (Ernie) also spoke with our tenant at #10 Dalton and they have no issue with the club using the trail.

"The snowmobile trail used to go through where we are hoping to re-establish the old trail. We moved the trail to Cole's camp because his driveway came out just north of Belgrade Fire Station, so we didn't have to deal with the ditch along Rt 27. Cole sold so now we have an issue as the driveway of about 1500 ft is now plowed."

In addition, proof of liability insurance coverage is also included in your packet for review.

The club maintains 43miles of trail. State of Maine total trail miles is 13,574.



STATE OF MAINE
 DEPARTMENT OF AGRICULTURE, CONSERVATION & FORESTRY
 BUREAU OF PARKS & LANDS
 22 STATE HOUSE STATION
 AUGUSTA, MAINE 04333

JANET T. MILL
 GOVERNOR

AMANDA E. BEAL
 COMMISSIONER

August 2023

Dear Club Representative/Landowner,

Once again this year we will provide insurance for the State funded snowmobile trails as the attached memo from David Fitts indicates. The basic insurance coverage we provide for snowmobile trails is \$400,000 per occurrence.

We feel the existing State law (M.R.S.A. Title 14 159A attached) fully protects all the landowners and authorized trail maintainers in the State of Maine against potential liability. There have been no accident cases involving authorized snowmobile trails that we are aware of in Maine where a club or landowner has been held liable for the accident since this program started in 1970. The "Limited Liability for Recreational or Harvesting Activities" statute is very clear, including the potential reimbursement for attorney's fees in Section 6.

In our opinion, the primary purpose for our trail insurance is to protect landowners and the local trail administrators against the potential costs associated with litigation if a case is brought to court. If a claim develops, each claim for loss or damage shall be adjusted separately. Until such time as additional coverage is determined necessary, we will not increase the current protection. It is fairly common for clubs to purchase their own liability insurance today. A few of those policies do in fact cover landowners too. If a club does have that coverage, your policy is then the primary carrier and ours is secondary backup.

We feel strongly that private and public landowners in Maine are now and will continue to be fully protected through this program for allowing snowmobile trails to be maintained on their property. It is very important that the maintained trails are drawn accurately on a quality map filed with the State as part of the authorized Grant-In-Aid trails through the Snowmobile Program annually. Written landowner permission in most cases is not required to participate, but is encouraged. At the very least, we do require that you secure verbal permission from all landowners for trails maintained through this program and those participating in the municipal grant program must provide this list with the grant application.

If you have any questions, please don't hesitate to contact us at 287-4959 or Risk Management (see attached).

Sincerely,

Joe Higgins
 Off-Road Recreational Vehicle Office

OFF-ROAD RECREATIONAL
 VEHICLE OFFICE
 BUREAU OF PARKS & LANDS
 18 ELKINS LANE, HARLOW BUILDING



PHONE: (207) 287-4957
 FAX: (207) 287-8111
 WWW.MAINE.GOV/DACF/

Memo

Request for Proposals / Engineering

Our Fire and Rescue Department building committee has put together a draft RFP for engineering services for the Board's review and consideration.

**REQUEST FOR PROPOSALS (RFP) FOR
ENGINEERING, ARCHITECTURAL DESIGN, AND ENVIRONMENTAL
PERMITTING SERVICES FOR NEW CENTRAL FIRE STATION**

I. INTRODUCTION

The Town of Belgrade, Maine (hereinafter, the “Town”) is seeking sealed Proposals from qualified and experienced firms interested in providing engineering, architectural design, and environmental permitting services in support of developing a new Fire Station to be located on lands identified by the Belgrade Tax Assessor’s office as Lot 50 on Tax Map 4 with an approximate address of 1387 Augusta Road (Route 27), in Belgrade, Maine. It is anticipated that firms may partner with others to ensure that the design and permitting team provides the necessary level of experience and expertise to the required disciplines to fully support the proposed scope of work. Design-Build Contractors or Architectural/Engineering Firms with relevant experience in designing Fire Stations and or Public Safety Buildings with qualifications to perform these services are encouraged to submit proposals in response to this RFP. The purpose of the RFP process is to identify the most qualified respondents to support the Town with the permitting and eventual development and construction of this important project. The firm awarded a contract by the Town will provide the proposed scope of services as directed by the Town of Belgrade.

All Proposals are to be submitted in a sealed envelope clearly marked on the outside “Belgrade Fire Station Preliminary Engineering, Architectural Design, and Environmental Permitting Services Proposal”

Completed proposals must be received at the Town Office, at the following address: 990 Augusta Road, Belgrade, Maine 04917, by 4 p.m., on March 6, 2024.

Any proposal received after the deadline stated above shall not be considered. The proposal must be signed by the proposer with its full name and address and enclosed in a sealed envelope.

Bids will be publicly opened on March 8, 2024, in the conference room at the Town Office at 8:30 a.m.

Questions regarding this Request for Proposals should be directed to Lorna Dee Nichols, Town Manager, at the address above or by email at townmanager@townofbelgrade.com. All questions by prospective proposers pertaining to this Request for Proposals must be received, in writing, by the Town Manager at least 14 days before the date set for the opening of the proposals. Any questions which, in the opinion of the Town Manager, request interpretation, will be addressed by a written interpretation in the form of a numbered addendum, sent by registered mail to each person or firm who has taken out a Request for Proposals not later than seven (7) days prior to the scheduled opening of the proposals. Addenda issued later than seven (7) days prior to the scheduled opening of the proposals may be by telephone. Proposers shall acknowledge receipt of all addenda in the space provided therefor in the proposal form, whether the addenda are in

response to questions or otherwise issued by the Town and whether the addenda are received by mail or telephone.

Each proposer is required to state in its proposal: (1) the proposer's name and place of business, and the names of persons or parties interested as principals with it; (2) that the proposal is made without any connection with any other proposer making any proposal for the same services; and (3) that no person acting for or employed by the Town is directly or indirectly interested in the proposal or any agreement which may be entered into to which the proposal relates or in any portion of the profits herefrom.

The successful proposer shall be required to sign a contractual agreement substantially similar to the standard Town services agreement, a copy of which is attached hereto as Exhibit B.

Before commencing work under the services agreement, the successful proposer shall produce evidence satisfactory to the Town that it and its subcontractors, if any, have secured public liability, automobile and workers' compensation insurance coverages as set forth in Exhibit B. In addition, before signing the contract, the successful proposer shall provide a performance bond and payment bond, each in the full contract price, guaranteeing the contractor's performance and payment.

No Proposals may be withdrawn within a period of sixty (60) days after the opening of bids.

Proposers must submit their proposals in triplicate. Proposal forms furnished by the Town or copies thereof shall be used, and strict compliance with the requirements of this Request for Proposals is necessary.

II. PROJECT/SCOPE OF SERVICES

Background Information

The Town has selected a parcel of land identified by the Belgrade Tax Assessor's office as Lot 50 on Tax Map 4 with an approximate address of 1387 Augusta Road (Route 27), in Belgrade, Maine as the preferred location of a new Fire Station. A boundary survey has been completed for the subject parcel and is included with this RFP as Exhibit A.

Proposed Scope of Work

The selected firm will be responsible for working directly with Town staff and the members of the Belgrade Fire Department Building Committee through the planning, design, and construction of a new central fire station. The purpose of the proposed scope of services is to prepare all relevant information in advance of seeking voter approval for final design and construction of the new Fire Station and, upon gaining voter approval, to advance the project to final detailed design stages, bidding, and eventual construction. Project management and contract administration of the proposed scope of work shall be incidental to the tasks outlined below and the Consultant's Project Manager or designee shall be made available to Town staff for periodic status update meetings throughout the duration of work and monthly in-person meetings. Work

shall meet all Federal, State, Local requirements and be in accordance with good engineering practice and industry standards.

Task 1 – Schematic Design: Under this task Consultant shall prepare a schematic level design of the new Fire Station floor plan and general site layout and arrangement, depicting the general nature, shape, size and type of construction of the Fire Station, proposed access, parking areas, apparatus maneuvering areas, and other associated facilities. Schematic Design drawings shall be furnished to the Town for review and comment. Schematic Design shall also consider requirements of local ordinances, building and life safety codes, State and federal regulations, and health and fire codes.

Concurrent with development of schematic design, Consultant shall plan and perform field surveys and studies necessary to aid in planning and siting of the proposed fire station on the subject parcel. Field surveys at this stage of the project are anticipated to include existing conditions topographic surveys to provide a 1-foot maximum contour interval and additional existing conditions surveys deemed necessary to supplement the previous boundary survey provided in Exhibit A.

Natural resource surveys, vernal pool assessments, and associated reporting are planned for the spring of 2024 and will be contracted directly by the Town of Belgrade. These services are outside of the scope of services of this RFP.

Consultant shall report to the Town findings of permitting implications of the submitted Schematic Design. Consultant shall consider multiple rounds of revisions based on comments from the Town and the Fire Department.

Task 2 – Opinion of Probable Construction Costs: Based on the finalized Schematic Design described above and approved by the Town, Consultant shall prepare an estimate of probable construction costs for complete construction of the Fire Station including but not limited to, site preparation, earthwork, wastewater disposal, utilities, potable water supply and treatment system, stormwater management systems, building construction, exterior finishes, and engineering and consulting fees required to complete final issued for construction design. The intent of this cost estimate is to aid the Town in raising and appropriating necessary funding with voters at a future Town Meeting.

Task 3 – Permit-level Engineering Design: Following approval of Schematic Design and direction from the Town, Consultant shall provide permit-level civil engineering and stormwater management design services of sufficient detail to support local approval and State and Federal permitting efforts deemed necessary in Task 4 below. Work under this task shall also include completion of additional field studies (e.g., site specific soil survey, geotechnical investigation, etc.) as deemed necessary by the Consultant to adequately complete the proposed scope of work. It is the Town's intent to develop a site layout and design that reduces regulatory permitting requirements and to stay below the Site Location of Development Act permitting thresholds while meeting the needs and requirements of the Fire Department. Work and field studies associated with this task should be limited to what is needed for permit submittals. Deliverables

under this task shall be submitted to the Town for review and comment prior to finalizing for regulatory review.

Task 4 – Permitting Services: In response to this RFP, Consultant shall review background information documents and publicly available data to determine the anticipated level of permitting likely required for construction of the new Fire Station. At this stage of planning, the full extent of regulatory exposure and permitting is not completely known, however, Consultant shall anticipate some level of Natural Resources Protection Act (NRPA) permitting and a Chapter 500 – Stormwater Management permit with the Maine Department of Environmental Protection (MDEP), a MDOT Driveway/Entrance Permit, Belgrade Planning Board approval, US Army Corps of Engineers permitting, and coordination with the Maine State Fire Marshall. Scope of work under this task shall include all necessary agency consultations and/or additional field studies necessary to prepare application packages and obtain required permits. Deliverables under this task shall be submitted to the Town for review and comment prior to finalizing for regulatory review.

Task 5 – Construction Documents: Following successful completion of the Tasks outlined above, Consultant shall advance the schematic fire station layout and permit-level engineering design to the issued-for-construction stage and prepare full design drawings and specifications for complete construction of the fire station including but not limited to civil earthwork, mechanical, electrical, and plumbing, fire protection, interior and exterior architecture, and bidding documents. The Consultant shall prepare all bidding documents necessary to ensure prospective bidders are informed of the scope of the project and requirements. The Consultant shall administer the bidding process on behalf of the Town, conduct a pre-bid meeting, coordinate with the Town for any responses to bidder questions or bid document addenda and modifications, and support review of bids and make a recommendation for award.

Task 6 – Construction Administration: The Consultant shall provide continuous office-based construction administration services throughout the entirety of construction to act as a liaison between the Town and the General Contractor, review material submittals and requests for information, and validate pay requisitions. The Town will not require full-time onsite presence from the Consultant; however, the Town expects a minimum of weekly meetings with the General Contractor and onsite inspections during significant project milestones. The Consultant shall also conduct a final site walk with Town staff and develop a punch list of items remaining for substantial completion.

III. SCHEDULE

Consultant's proposal shall include a preliminary schedule for completion of Tasks 1 through 5. It is the Town's intent to have all required regulatory approvals and permits before the end of the 2024 calendar year.

IV. PROPOSAL SUBMISSION REQUIREMENTS

Consultant's proposal shall include the following:

A. Submittal Documents:

- a. 3 hardcopies of the proposal including all attachments.
- b. Cost proposal with detailed breakdown by Task.
- c. Cover Letter including, at a minimum, an introduction of the firm or teaming arrangement of multiple firms and why the Consultant feels it is most qualified for the requested scope of work, with an original signature of an officer or principal of the responding firm.

B. Proposal Contents:

- a. Provide a detailed description broken down by task that demonstrates the Consultants understanding of the scope of work and general approach to ensure the Town's goals for this project are met.
- b. Describe previous experience with projects of similar scope and nature.
- c. Identify and introduce key personnel that will be assigned to the Project.
- d. Provide a summary of three (3) projects completed within the last 5-years that demonstrate the firm's ability to successfully perform the proposed scope of work. Each project submitted shall list a reference that the Town is authorized to contact for the purposes of corroborated and evaluating experience.

Following the proposal opening, the Town will reach out to qualifying firms to schedule interviews of key project personnel identified in Consultant's proposal. The intent of the interview is to provide an opportunity for Town staff and members of the Belgrade Fire Department Building Committee to ask questions about the Consultant's proposal and evaluate how project personnel will fit into the collaborative approach that is desired. Performance of the interview is a crucial part of the selection criteria outlined below.

All Services to be furnished to the Town shall be performed with equipment, methods and use of personnel in accordance with the pertinent Occupational and Safety and Health Act (OSHA) requirements of the State of Maine and the United States.

V. SELECTION CRITERIA

Proposals will be evaluated based on the following criteria:

Understanding of, and familiarity with, the project (XX%)

Prior experience with similar projects (XX%)

Qualifications and experience of firm (XX%)

Project Team Interview (XX%)

Cost (XX%)

VI. ACCEPTANCE/REJECTION

The Town reserves the right to waive any informalities in proposals, to accept any proposal and to reject any or all proposals, should it be deemed in the best interest of the Town/City to do so.

Proposals may be held by the Town/City for a period not to exceed sixty (60) days from the date of the opening of proposals for the purpose of reviewing proposals and investigating the qualifications of the Proposers prior to the award of a contract.

Date: _____, _____

By: _____
Town Manager

Exhibit A

BACKGROUND INFORMATION

- Boundary Survey

Exhibit B

SERVICES AGREEMENT

THIS AGREEMENT is made this _____ day of _____, _____ by and between the Town/City of _____, a municipal corporation existing under the laws of the State of Maine and located in the County of _____, State of Maine (hereinafter "OWNER") and _____ (hereinafter "CONTRACTOR"),

WITNESSETH:

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

I. SCOPE OF SERVICES

The CONTRACTOR shall furnish all of the services, materials and perform all of the work as described in the Request for Proposals and Specifications entitled:

_____ issued under date of _____, _____ by _____, Town/City Manager and shall do so in accordance with the Contractor's Proposal dated _____, which Request for Proposals, Specifications and Proposals are attached hereto and made a part hereof (hereinafter, collectively referred to as the "Services"), and the CONTRACTOR covenants that it shall do everything required by this Agreement, the conditions of the Agreement (together with the General, Supplementary and other Conditions, if any), the Request for Proposals, the Specifications, the Drawings and the Proposal in return for payment as provided herein.

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

B. Approval by OWNER of analyses, reports, and other services furnished hereunder shall not in any way relieve the CONTRACTOR of responsibility for the technical

adequacy of the work. Neither OWNER's review, approval or acceptance of, nor payment for, any of the Services shall be construed to operate as a waiver of any rights under this Agreement or any cause of action arising out of the performance of this Agreement, and the CONTRACTOR shall remain liable in accordance with applicable law for all damages to OWNER caused by the CONTRACTOR's willfully negligent performance of any of the Services furnished under this Agreement.

II. CONTRACTOR OBLIGATIONS

The CONTRACTOR warrants:

A. That it will furnish all vehicles, materials, personnel, tools and equipment, except as otherwise specified herein, and do everything necessary and proper to satisfactorily perform the Services required by this Agreement.

B. That it is financially solvent, is experienced in and competent to perform the Services and is able to furnish the vehicles, materials, personnel, tools and equipment to be furnished by it.

C. That it is familiar with all federal, State and local statutes, laws, rules, regulations, ordinances and orders which may in any way affect the Services.

D. That it has carefully examined the Request for Bid Proposals, the Specifications, this Agreement and the site of the Services and has conducted its own investigation of the nature and location of the Services, the character of equipment and personnel needed to perform the Services and all conditions which may in any way affect the performance of the Services.

E. That any increase in CONTRACTOR'S costs during the term of this Agreement shall be the sole responsibility of the CONTRACTOR.

III. COMPLETION OF SERVICES/COMPLETION DATE

The Services to be performed under this Agreement shall be commenced by _____ and substantially completed on or before _____. Due to the difficulty of calculating damages for late completion, liquidated damages in the amount of \$ 100 per day for late completion after the date for substantial completion shall be awarded to the OWNER for delay in substantial completion not otherwise excused or permitted under this Agreement.

IV. CONTRACT PRICE

The OWNER shall pay the CONTRACTOR for the performance of Services under this Agreement the sum of \$_____ (the "Contract Price").

V. PROGRESS PAYMENTS

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

VI. GUARANTEE

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

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

VII. PERMITS AND LICENSES

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

VIII. OWNER'S RIGHT TO TERMINATE CONTRACT

Without prejudice to any other right or remedy, the OWNER may terminate this Agreement for cause by providing the CONTRACTOR and its surety with seven (7) days' written notice of termination. For purposes of this Agreement, cause includes, but is not limited to: the adjudication of the CONTRACTOR as a bankrupt; the making of a general assignment by the CONTRACTOR for the benefit of its creditors; the appointment of a receiver because of the CONTRACTOR's insolvency; the CONTRACTOR's persistent or repeated refusal or failure, except for cases in

which extension of time is provided, to supply enough properly-skilled workers or proper materials to perform the Services; the CONTRACTOR's persistent disregard of federal, state or local statutes, laws, codes, rules, regulations, orders or ordinances; and the CONTRACTOR's substantial violation of any provisions of this Agreement. In the event of a termination for cause, the OWNER may take possession of the premises and of all materials, tools and appliances thereon and finish the Services by whatever method it may deem expedient. In such case the CONTRACTOR shall not be entitled to receive any further payment until the Services are finished. If the unpaid balance of the Agreement price shall exceed the expense of finishing the Services, including compensation for additional architectural, managerial and administrative services, such excess shall be paid to the CONTRACTOR. If such expense shall exceed such unpaid balance, the CONTRACTOR shall pay the difference to the OWNER.

Further, the OWNER may terminate this Agreement for convenience upon thirty (30) days' written notice to the CONTRACTOR, in which case, the OWNER shall pay the CONTRACTOR for all Services satisfactorily performed and materials purchased up to the date of receipt of such notice by the CONTRACTOR. In the event that the OWNER terminates this Agreement for cause and it subsequently is determined that cause did not exist, such termination shall be deemed to be for convenience.

IX. INSURANCE

Except as otherwise provided by this Agreement, the CONTRACTOR and its subcontractors and consultants shall obtain and maintain, throughout the term of this Agreement and for a period of at least two years following the completion of Services under this Agreement, at no expense to the OWNER, the following insurance coverages:

a. **Public Liability Insurance** in the amount of not less than Four Hundred Thousand Dollars (\$400,000) or such other amount as is established by the Maine Tort Claims Act (14 M.R.S.A. §8101 et seq.) as amended from time to time, combined single limit, to protect the CONTRACTOR, any subcontractor performing Services under this Agreement, and the OWNER from claims and damages that may arise from operations under this Agreement, whether such operations be by CONTRACTOR or by a subcontractor or by anyone directly or indirectly employed by them.

b. **Automobile Liability Insurance** in the amount of not less than Four Hundred Thousand Dollars (\$400,000) or such other amount as is established by the Maine Tort Claims Act (14 M.R.S.A. §8101 et seq.) as amended from time to time, combined single limit, to protect the CONTRACTOR, any subcontractor performing

work covered by this Agreement, and the OWNER from claims and damages that may arise from operations under this Agreement, whether such operations be by CONTRACTOR or by a subcontractor or by anyone directly or indirectly employed by them.

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

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

X. INDEMNIFICATION

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

XI. LIENS

Neither the final payment nor any part of the retained percentage shall become due until the CONTRACTOR delivers to the OWNER a complete release of all liens arising out of the Agreement, or receipts in full in lieu thereof and, in either case, an affidavit that so far as it has knowledge or information the releases and receipts include all the labor and material for which a lien could be filed, but the CONTRACTOR may, if any subcontractor refuses to furnish a release or receipt in full, furnish a bond satisfactory to the OWNER to indemnify it against any lien. If any lien remains unsatisfied after all payments are made, the CONTRACTOR shall refund to the OWNER all moneys that the latter may be compelled to pay in discharging such a lien, including all costs and a reasonable attorney's fee.

XII. ASSIGNMENT

Neither party to the Agreement shall assign this Agreement or sublet it as a whole without the written consent of the other, nor shall the CONTRACTOR assign any prior moneys due or to become due to it hereunder, without the previous written consent of the OWNER.

XIII. SUBCONTRACTS

The CONTRACTOR shall not sublet any part of this Agreement without the prior written permission of the OWNER. The CONTRACTOR agrees that it is fully responsible to the OWNER for the acts and omissions of its subcontractors and of persons either directly or indirectly employed by them, as it is for the acts and omissions of persons directly employed by it.

XIV. USE OF PREMISES

The CONTRACTOR shall confine its apparatus, the storage of materials and the operations of its workers to limits indicated by law, ordinances and permits and shall not otherwise unreasonably encumber the premises with its materials. If any part of the project is completed and ready for use, the OWNER may, by written and mutual consent, without prejudice to any of its rights or the rights of the CONTRACTOR, enter in and make use of such completed parts of the project. Such use or occupancy shall in no case be construed as an acceptance of any work, materials or Services.

XV. CLEANING UP

The CONTRACTOR shall at all times keep the premises free from accumulation of waste materials or rubbish caused by its employees or Services, and at the completion of the Services it shall remove all its rubbish from and about the project, and all its tools, scaffolding and surplus materials and shall leave the premises "broom-clean" or its equivalent, unless more exactly specified. In case of dispute, the OWNER may remove the rubbish and charge the cost to the CONTRACTOR.

XVI. FINAL PAYMENT

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

XVII. OWNERSHIP OF DOCUMENTS

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

XVIII. DISCLAIMER

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

XIX. FORCE MAJEURE

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

which such obligations shall be performed shall be extended for a period of time equivalent to the delay from such cause.

XX. NON-WAIVER

Except as expressly provided in this Agreement, the failure or waiver, or successive failures or waivers on the part of either party hereto, in the enforcement of any paragraph or provision of this Agreement shall not render the same invalid nor impair the right of either party hereto, its successors or permitted assigns, to enforce the same in the event of any subsequent breach thereof.

XI. NOTICES

Notices hereunder shall be deemed sufficient if sent by U.S. Certified mail as follows:

TO OWNER: _____, Town/City Manager
Town/City of _____

TO CONTRACTOR: _____

XXII. REMEDIES

Except as otherwise agreed by the parties in writing, all disputes, claims, counterclaims and other matters in question between the OWNER and the CONTRACTOR arising out of or relating to this Agreement shall be decided by a Maine court of competent jurisdiction. This Agreement is made and shall be construed under the laws of the State of Maine. Except as otherwise expressly agreed by the parties in writing, exclusive venue for any such civil action shall be in Maine.

XXIII. COMPLIANCE WITH APPLICABLE LAWS

The CONTRACTOR agrees that it and its subcontractors, if any, shall comply with all applicable federal, State and local statutes, laws, rules, regulations, codes, ordinances, orders and resolutions in the performance of Services under this agreement.

XIV. RELEASE OF INFORMATION

Memo

RFP for Auditing Services

The current contract for auditing services with RKO originally covered the years 2019, 2020 and 2021. With a 2-year extension, RKO has audited the year 2022 and is in the process of auditing 2023 for us.

The current audit should be wrapped up by mid-February, I would suggest getting the proposal ready to make available the week of February 20 with a due date of March 14 to have those proposals ready for your March 20 regular meeting.

Request for Proposals for Annual Independent Financial Auditing Services

The Town of Belgrade invites qualified independent public accountants to submit proposals for the performance of an audit of its financial accounts and records covering the term of three fiscal years for the purpose of rendering an auditor's opinion regarding the fairness of applicable financial statements and in compliance with applicable legal provisions, in accordance with generally accepted auditing standards.

A. GENERAL INFORMATION

The Town of Belgrade is a municipal corporation of the State of Maine with a population of approximately 3200 and a total appropriation of approximately \$11,000,000.00 for the fiscal year ended December 31, 2023. The most recent audit of the municipality was performed in 2024 for the period January 1, 2023, through December 31, 2023. A copy of the auditor's short report for the year ended December 31, 2023, can be found on our website at www.townofbelgrade.com.

The account system of the municipality is comprised of a general ledger and other books of account and is organized on the basis of funds and account groups. The following funds: General, Special Revenue, Capital Projects, and Trust Fund.

B. ACCOUNT SPECIFICATIONS

Please indicate in your proposal if you agree to meet the following specifications. Explain any exceptions.

1. The audit shall be conducted in accordance with generally accepted auditing standards.
2. The audit shall be a financial and compliance review of all accounts and funds of the municipality.
3. In connection with the examination of the records and financial statements, the audit firm shall review the system of internal control, operating procedures and compliance with the budgetary and legal requirements by the Town. The review of the internal control must include an annual review of the related processing controls within the municipality.
4. The audit firm shall review and test on a random basis the receipts and deposits in those departments that receive and deposit monies to insure receipts and deposits are being properly processed.
5. The audit firm shall submit a written report, containing an expression of opinion regarding the financial statements of the municipality.
6. The audit firm shall provide "Annual Independent Financial Auditing Services" for a term of three fiscal years starting fiscal year 2024 (with an option of a 2 year extension).
7. The audit firm shall submit a management letter, which shall identify management and internal control weaknesses, if any, and propose steps to correct them.
8. The audit firm is also expected to assist the municipality in the preparation of the Management Discussion and Analysis. The audit firm will also provide all work in preparation of the financial statements and supplementary schedules in accordance with generally accepted accounting principles.
9. The audit shall be conducted to satisfy the requirements of the State of Maine Department of Audit and Title 30-A M.R.S.A. §5823.

10. The municipality views its engagement of an audit firm as an ongoing professional relationship in which the firm is expected to provide consultation services as required on auditing, accounting and other financial management concerns throughout the year.
11. The audit shall be completed within 30 days of the close of the Town's fiscal year.
12. The audit firm shall provide the Town of Belgrade with seven (7) hard copies and one (1) digital copy in PDF format of the auditor's report, the financial statements and schedules, and the management letter no later than 30 days after the close of the fiscal year. The audit firm shall also provide one copy of the same in digital format.

C. INSTRUCTIONS FOR PROPOSALS

Copies of your proposals, clearly marked, "AUDITOR PROPOSAL", will be accepted by the Town of Belgrade, 990 Augusta Road, Belgrade, Maine 04917, until _____, 2024 at 10 am. They will be opened by the Town Manager at _____ on _____, 2024.

Proposals will then be reviewed by the Town Manager, Treasurer, and Board of Selectmen and then may be awarded on Tuesday, _____, 2024, at their next regularly scheduled Select Board meeting at 6:30 p.m.

Your proposal must contain the following information at a minimum:

1. A brief description of your firm and its municipal experience and a description of the senior personnel to be assigned to the engagement, including resumes.
2. A brief description of the audit procedures to be followed, presented in a form which will aid in evaluating your firm's understanding of local governments and their financial problems.
3. Your proposal must indicate the maximum total fee your firm will charge for the requested services. Final payment shall become due only after the submission of all required reports.
4. Please provide at least three (3) references that are reflective of the scope of services proposed.

D. EVALUATION

The municipality shall evaluate the proposals on the basis of the qualifications, experience, and audit plan of the audit firms, as well as the estimated cost of the engagement.

The municipality may wish to conduct oral interviews with the firms considered most qualified in order to assist the municipality in the selection.

E. FURTHER INFORMATION

Audit firms who want additional information or clarification should contact the Town of Belgrade. Any inquiries should be directed to Nicholas Poole, Treasurer, 990 Augusta Road, Belgrade, ME 04917, 495-2258, or treasurer@townofbelgrade.com.

Memo

Abatement 2023-17

To correct the value of the buildings for Map 11, Lot 13. All buildings were removed in 2018 +/- . No prior notice given.

Laurence Dingus	\$497.62
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TOWN OF BELGRADE



990 Augusta Road
Belgrade, ME 04917

Phone: (207) 495-2258

Fax: (207) 495-2742

E-mail: townoffice@belgrademaine.com

Laurence Dingus
Map 11 Lot 13
Acc#3554

Abatement 2023-17

The Board of Assessors for the Town of Belgrade has issued an abatement to Laurence Dingus in the amount of \$497.62 of the Real Estate Taxes.

2023 Original		2023 Revised	
Real Estate	\$89,800	Real Estate	\$34,200
Mil Rate	0.00895	Mil Rate	0.00895
Total Real Tax	\$803.71	Total Real Tax	\$306.09
	Difference to Abate	\$497.62	

The abatement is to be granted to correct the value of the buildings. All buildings were removed in 2018+/- . No prior notice given.

This abatement procedure is pursuant to Title 36 MRSA Sec 841

Approved by the Belgrade Board of Selectpersons on February 6, 2024.

Assessor

Assessor

Assessor

Assessor

Assessor

Memo

Warrants

BMV Warrant 11	\$9,758.73
Payroll Warrant 12	\$26,385.93
AP Warrant 13	\$650,739.11
State Warrant 14	\$11,632.00

2023 Warrants:

AP Warrant 156	\$10,917.53
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A / P Warrant

Warrant 11

Jrnl	Check	Month	Invoice Description	Reference	Amount	Encumbrance
Description			Account	Proj		
00021 STATE OF MAINE, BMV						
0031	407	01	BMV REPORT 01/19-01/26/24			
BMV REPORT 01/19-01/26/24			G 1-214-00		9,758.73	0.00
			GEN'L FUND / BMV			
			Vendor Total-		9,758.73	
			Prepaid Total-		0.00	
			Current Total-		9,758.73	
			EFT Total-		0.00	
			Warrant Total-		9,758.73	

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

- BARBARA ALLEN, SELECTPERSON CHAIR Barbara Allen
- MELANIE JEWELL, SELECTPERSON _____
- DANIEL NEWMAN, SELECTPERSON _____
- PETER RUSHTON, SELECTPERSON _____
- CAROL JOHNSON, V. CHAIR _____
- LORNA DEE NICHOLS, TOWN MANAGER _____

WARRANT: 12

Check	D / D	Check	Employee	Gross Pay
Total	14,400.82	26,385.93		18,751.72

Put into A/P	6,187.24
Taken out of A/P	(11,729.75)
Total Payroll	20,843.42

<u>Count</u>	
Checks	32

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

- BARBARA ALLEN, SELECTPERSON CHAIR Barbara Allen
- MELANIE JEWELL, SELECTPERSON _____
- DANIEL NEWMAN, SELECTPERSON _____
- PETER RUSHTON, SELECTPERSON _____
- CAROL JOHNSON, V. CHAIR _____
- LORNA DEE NICHOLS, TOWN MANAGER _____

Payroll Warrant
Pay Date: 01/31/2024

WARRANT: 12

Check	D / D	Check	Employee	Gross Pay
408	0.00	145.45	991 Erin E Kalback	157.50
409	0.00	109.91	220 MICHAEL J MERROW	121.20
2024408	943.19	0.00	990 CORY D ALEXANDER	1,196.88
2024409	595.41	0.00	817 VICTORIA A ALEXANDER	672.00
2024410	517.28	0.00	172 DANIELLE M BEDARD	1,093.60
2024411	111.93	0.00	1000 ADAM B BICKFORD	121.20
2024412	722.23	0.00	20 JARED N BOND	933.60
2024413	983.18	0.00	113 TRAVIS S BURTON	1,358.40
2024414	681.90	0.00	853 EDWARD C CALL	800.00
2024415	376.08	0.00	818 CHRISTOPHER ALLEN COGSWELL	423.00
2024416	455.01	0.00	244 ANDREW P DAVIDSON	521.00
2024417	521.77	0.00	74 WESLEY M DAY	661.50
2024418	175.36	0.00	822 LYNDESEY A FISHER	189.88
2024419	347.74	0.00	844 ALAINA B HALL	403.44
2024420	196.22	0.00	194 CHARLENE G HOULE	227.10
2024421	718.10	0.00	589 KELSEY L LIBOLD	800.00
2024422	761.45	0.00	837 DANIEL R MACGLASHING	1,016.00
2024423	662.03	0.00	875 KEVIN K MERRILL	840.00
2024424	1,111.98	0.00	03 LORNA DEE NICHOLS	1,440.01
2024425	510.85	0.00	173 AARON L PELKEY	593.94
2024426	898.00	0.00	200. NICHOLAS C POOLE	1,277.20
2024427	737.22	0.00	979 HANS CHRISTIAN RASMUSSEN	927.00
2024428	83.15	0.00	892 KIM E RIDEOUT-DAWES	100.86
2024429	917.64	0.00	191 KENNETH J SCHENO	1,121.41
2024430	1,008.32	0.00	07 MARY VOGEL	1,360.00
2024431	180.08	0.00	767 DANIEL A WILSON	195.00
2024432	184.70	0.00	261 Jeffrey W Worthing	200.00
2024433	0.00	14,400.82	D / D 213 ANDROSCOGGIN SAVINGS BANK	
410	0.00	4,396.63	T & A 2 MISSIONSQUARE - 457-304797	
2024434	0.00	4,008.89	T & A 4 DEPARTMENT OF TREASURY	
2024435	0.00	2,784.49	T & A 6 MAINE PERS	
2024436	0.00	539.74	T & A 1 TREASURER, STATE OF MAINE	

A / P Warrant

Warrant 13

Jrnl	Check	Month	Invoice Description	Reference	Amount	Encumbrance
Description			Account	Proj		
00029 207 HOSTS						
0032	411	02	WEBSITE DOMAIN	1988		
WEBSITE DOMAIN			E 01-10-46-09		13.50	0.00
			GEN'L GOV. / ADMIN - LICENSES / DOMAIN			
			Vendor Total-		13.50	
00289 AUGUSTA FUEL CORP.						
0032	412	02	GARAGE HEATING	6034066		
GARAGE HEATING			E 13-04-20-05		150.09	0.00
			FACILITIES / GARAGE - SERVICES / HEATING			
			Invoice Total-		150.09	
0032	412	02	LAKES FD HEATING	6032254		
LAKES FD HEATING			E 13-06-20-05		529.12	0.00
			FACILITIES / PD:LAKES - SERVICES / HEATING			
			Invoice Total-		529.12	
0032	412	02	CFAS PROPANE	6028653		
CFAS PROPANE			E 13-02-20-05		104.13	0.00
			FACILITIES / CFAS - SERVICES / HEATING			
			Invoice Total-		104.13	
0032	412	02	GARAGE HEATING	6030449		
GARAGE HEATING			E 13-04-20-05		153.28	0.00
			FACILITIES / GARAGE - SERVICES / HEATING			
			Invoice Total-		153.28	
0032	412	02	GARAGE HEATING	6035469		
GARAGE HEATING			E 13-04-20-05		55.41	0.00
			FACILITIES / GARAGE - SERVICES / HEATING			
			Invoice Total-		55.41	
			Vendor Total-		992.03	
00271 BERNSTEIN, SHUR, SAWYER & NELSON						
0032	413	02	SCOPE OF SERVICES	4056981		
SCOPE OF SERVICES			E 01-10-15-02		1,100.00	0.00
			GEN'L GOV. / ADMIN - PROFESSIONAL / LEGAL			
			Invoice Total-		1,100.00	
0032	413	02	LAUREN SHAW TRUST COMPLA	4055209		
LAUREN SHAW TRUST COMPLA			E 01-25-15-02		142.00	0.00
			GEN'L GOV. / PLANNING BRD - PROFESSIONAL / LEGAL			
			Invoice Total-		142.00	
			Vendor Total-		1,242.00	
00386 BOUNDTREE MEDICAL						
0032	414	02	EMS SUPPLIES	85206801		
EMS SUPPLIES			E 05-05-30-07		165.30	0.00
			PUBLIC SAFTY / FD/ RSC DEPT - SUPPLIES / EMS			
			Invoice Total-		165.30	
0032	414	02	EMS SUPPLIES	85215029		
EMS SUPPLIES			E 05-05-30-07		770.58	0.00
			PUBLIC SAFTY / FD/ RSC DEPT - SUPPLIES / EMS			
			Invoice Total-		770.58	
			Vendor Total-		935.88	
00328 CITY OF WATERVILLE						
0032	415	02	DISPATCH FEES	8258		
DISPATCH FEES			E 05-10-99-99		7,431.45	0.00
			PUBLIC SAFTY / DISPATCH - EXPENSE / EXPENSE			
			Vendor Total-		7,431.45	

Warrant 13

Jrnl	Check	Month	Invoice Description	Reference	Amount	Encumbrance
Description	Account	Proj				
00468 CONSOLIDATED COMMUNICATIONS						
0032	416	02	TOWN OFFICE FAX LINE			
TOWN OFFICE FAX LINE	E 01-10-20-01				56.19	0.00
	GEN'L GOV. / ADMIN - SERVICES / COMMUNICATIO					
			Invoice Total-		56.19	
0032	416	02	FD FAX LINE			
FD FAX LINE	E 05-05-20-01				54.77	0.00
	PUBLIC SAFTY / FD/ RSC DEPT - SERVICES / COMMUNICATIO					
			Invoice Total-		54.77	
			Vendor Total-		110.96	
00107 DAVID HALLOWELL CONSTRUCTION LLC						
0032	417	02	CEMETERY WORK	2001		
CEMETERY WORK	E 12-01-20-07				370.00	0.00
	CEMETERY / CEMETERY - SERVICES / CONTRACTED					
			Vendor Total-		370.00	
00053 DEAD RIVER COMPANY						
0032	418	02	GARAGE DIESEL	32483		
GARAGE DIESEL	E 13-01-30-02				108.39	0.00
	FACILITIES / GENERAL - SUPPLIES / FUEL					
			Invoice Total-		108.39	
0032	418	02	TS DIESEL	38776632		
TS DIESEL	E 15-05-30-02				135.79	0.00
	SOLID WASTE / WASTE - SUPPLIES / FUEL					
			Invoice Total-		135.79	
0032	418	02	TS DIESEL	387700		
TS DIESEL	E 15-05-30-02				135.48	0.00
	SOLID WASTE / WASTE - SUPPLIES / FUEL					
			Invoice Total-		135.48	
			Vendor Total-		379.66	
00145 GAGNE & SON						
0032	419	02	CONCRETE	513603		
CONCRETE	E 12-01-30-04				79.77	0.00
	CEMETERY / CEMETERY - SUPPLIES / OPERATING					
			Vendor Total-		79.77	
00066 GENERATORS OF MAINE, INC						
0032	420	02	TRUCK 66 REPAIRS	4895		
TRUCK 66 REPAIRS	E 05-05-35-04				1,026.94	0.00
	PUBLIC SAFTY / FD/ RSC DEPT - REPAIRS / FIRE TRUCKS					
			Invoice Total-		1,026.94	
0032	420	02	TRUCK INSPECTION	4893		
TRUCK INSPECTION	E 05-05-35-04				500.00	0.00
	PUBLIC SAFTY / FD/ RSC DEPT - REPAIRS / FIRE TRUCKS					
			Invoice Total-		500.00	
0032	420	02	TRANSFER STATION LIGHTS	4970		
TRANSFER STATION LIGHTS	E 13-09-35-08				3,761.85	0.00
	FACILITIES / TRANSFER STA - REPAIRS / BUILDING					
			Invoice Total-		3,761.85	
0032	420	02	GARAGE LIGHTING	4972		
GARAGE LIGHTING	E 13-04-35-08				1,363.54	0.00
	FACILITIES / GARAGE - REPAIRS / BUILDING					
			Invoice Total-		1,363.54	
			Vendor Total-		6,652.33	
00434 GROUP DYNAMIC, INC.						

A / P Warrant

Warrant 13

Jrnl	Check	Month	Invoice Description	Reference	Amount	Encumbrance
Description	Account	Proj				
0032	421	02	MONTHLY HRA	FEB 2024		
MONTHLY HRA	E 23-10-99-99				36.00	0.00
	INSURANCE / HRA ADMIN - EXPENSE / EXPENSE					
			Vendor Total-		36.00	
00009 HAMMOND LUMBER COMPANY						
0032	422	02	NAILS TRANSFER STATION	7396901		
NAILS TRANSFER STATION	E 13-09-35-08				79.95	0.00
	FACILITIES / TRANSFER STA - REPAIRS / BUILDING					
			Invoice Total-		79.95	
0032	422	02	SHIPLAP	7388900		
SHIPLAP	E 13-09-35-08				2,222.94	0.00
	FACILITIES / TRANSFER STA - REPAIRS / BUILDING					
			Invoice Total-		2,222.94	
0032	422	02	TRASH BAGS	7364224		
TRASH BAGS	E 13-09-35-08				19.99	0.00
	FACILITIES / TRANSFER STA - REPAIRS / BUILDING					
			Invoice Total-		19.99	
0032	422	02	MONOXIDE DETECTOR	7344633		
MONOXIDE DETECTOR	E 13-01-30-04				69.99	0.00
	FACILITIES / GENERAL - SUPPLIES / OPERATING					
			Invoice Total-		69.99	
0032	422	02	TAPE	7403416		
TAPE	E 13-01-30-04				38.98	0.00
	FACILITIES / GENERAL - SUPPLIES / OPERATING					
			Invoice Total-		38.98	
0032	422	02	NAILER FUEL CELL	7407218		
NAILER FUEL CELL	E 13-09-35-08				37.90	0.00
	FACILITIES / TRANSFER STA - REPAIRS / BUILDING					
			Invoice Total-		37.90	
			Vendor Total-		2,469.75	
00285 HUB INTERNATIONAL, NEW ENGLAND						
0032	423	02	VOLUNTEER FD ACCIDENT INS	2024		
VOLUNTEER FD ACCIDENT INS	E 23-30-99-99				1,292.00	0.00
	INSURANCE / VOLUNTEER FD - EXPENSE / EXPENSE					
			Vendor Total-		1,292.00	
00697 KENNEBEC VALLEY HUMANE SOCIETY						
0032	424	02	SHELTER	Q12024		
SHELTER	E 05-30-20-07				1,427.08	0.00
	PUBLIC SAFTY / ACO - SERVICES / CONTRACTED					
			Vendor Total-		1,427.08	
00638 LEAF						
0032	425	02	CFAS COPIER	15977967		
CFAS COPIER	E 25-30-20-14				10.18	0.00
	RECREATION / REC PROGRAMS - SERVICES / COPIER					
			Vendor Total-		10.18	
00877 MAINE FIRE						
0032	426	02	SPRINKLER INSPECTION CFAS	67908		
SPRINKLER INSPECTION CFAS	E 13-02-35-17				440.00	0.00
	FACILITIES / CFAS - REPAIRS / EXTINGUISHER					
			Vendor Total-		440.00	
00001 MAINE MUNICIPAL						
0032	427	02	BENEFITS			

A / P Warrant

Warrant 13

Jrnl	Check	Month	Invoice Description	Reference	Amount	Encumbrance
Description			Account	Proj		
DENTAL INSURANCE			G 1-226-00		132.31	0.00
			GEN'L FUND / DENTAL INS			
LIFE INSURANCE			G 1-229-00		456.13	0.00
			GEN'L FUND / LIFE INS			
VISION INSURANCE			G 1-231-00		5.57	0.00
			GEN'L FUND / VISION INS			
HEALTH INSURANCE:ADMIN			E 01-10-10-13		4,061.96	0.00
			GEN'L GOV. / ADMIN - PERSONNEL / BENEFITS			
HEALTH INSURANCE:FACILITY			E 13-01-10-13		2,129.72	0.00
			FACILITIES / GENERAL - PERSONNEL / BENEFITS			
HEALTH INSURANCE			G 1-225-00		1,302.49	0.00
			GEN'L FUND / HEALTH INS.			
HEALTH INSURANCE:REC			E 25-30-10-13		1,064.86	0.00
			RECREATION / REC PROGRAMS - PERSONNEL / BENEFITS			
HEALTH INSURANCE:FD			E 05-05-10-13		2,129.72	0.00
			PUBLIC SAFTY / FD/ RSC DEPT - PERSONNEL / BENEFITS			
HEALTH INSURANCE:MANAGER			E 01-15-10-13		1,064.86	0.00
			GEN'L GOV. / MANAGER - PERSONNEL / BENEFITS			
HEALTH INSURANCE:LIBRARY			E 30-01-10-13		1,064.86	0.00
			LIBRARY / LIBRARY - PERSONNEL / BENEFITS			
HEALTH INSURANCE: SW			E 15-05-10-13		1,064.86	0.00
			SOLID WASTE / WASTE - PERSONNEL / BENEFITS			
HEALTH INSURANCE: CEMETER			E 12-01-10-13		1,064.86	0.00
			CEMETERY / CEMETERY - PERSONNEL / BENEFITS			
Vendor Total-					15,542.20	
00002 MAINE MUNICIPAL ASSOCIATION						
0032	428	02	MODERATOR TRAINING	1000456607		
			MODERATOR TRAINING		40.00	0.00
			GEN'L GOV. / ELECTIONS - EDUCATION / EDUCATION			
Vendor Total-					40.00	
00057 MAINEGENERAL MEDICAL CENTER						
0032	429	02	PHARMACY CHARGES	9262		
			PHARMACY CHARGES		1.56	0.00
			PUBLIC SAFTY / FD/ RSC DEPT - SUPPLIES / EMS			
Vendor Total-					1.56	
00174 MTCCA						
0032	430	02	WEBINAR TRAININGS	1000456838		
			WEBINAR TRAININGS		140.00	0.00
			GEN'L GOV. / ADMIN - EDUCATION / EDUCATION			
Vendor Total-					140.00	
00003 REGISTRY OF DEEDS						
0032	431	02	6 LIEN DISCHARGES			
			6 LIEN DISCHARGES		114.00	0.00
			GEN'L GOV. / ADMIN - FEES / DISCHARGE			
Vendor Total-					114.00	
00034 RSU # 18						
0032	432	02	INSTALLMENT- FEB 2024			
			RSU # 18 INSTALLMENT		568,921.26	0.00
			SCHOOL / RSU 18 - EXPENSE / EXPENSE			
Vendor Total-					568,921.26	
00478 SEACOAST SECURITY, INC						
0032	433	02	TOWN OFFICE SECURITY	883848		
			TOWN OFFICE SECURITY		30.00	0.00
			FACILITIES / TOWN OFFICE - SERVICES / SECURITY			
Vendor Total-					30.00	

Warrant 13

Jrnl	Check	Month	Invoice Description	Reference	Amount	Encumbrance
Description			Account	Proj		
00612 SPECTRUM ENTERPRISE						
0032	434	02	INTERNET AND PHONE		144009001010724	
LAKES FD			E 05-05-20-01		187.97	0.00
			PUBLIC SAFTY / FD/ RSC DEPT - SERVICES / COMMUNICATIO			
CFAS			E 25-30-20-01		219.97	0.00
			RECREATION / REC PROGRAMS - SERVICES / COMMUNICATIO			
LIBRARY			E 30-01-20-01		88.67	0.00
			LIBRARY / LIBRARY - SERVICES / COMMUNICATIO			
DEPOT FD			E 05-05-20-01		59.99	0.00
			PUBLIC SAFTY / FD/ RSC DEPT - SERVICES / COMMUNICATIO			
TRANSFER STATION			E 15-05-20-01		129.98	0.00
			SOLID WASTE / WASTE - SERVICES / COMMUNICATIO			
TOWN OFFICE			E 01-10-20-01		110.80	0.00
			GEN'L GOV. / ADMIN - SERVICES / COMMUNICATIO			
			Vendor Total-		797.38	
00701 TELEFLEX LLC						
0032	435	02	NEEDLES		9507918190	
NEEDLES			E 05-05-30-07		379.50	0.00
			PUBLIC SAFTY / FD/ RSC DEPT - SUPPLIES / EMS			
			Invoice Total-		379.50	
0032	435	02	NEEDLES		9507893261	
NEEDLES			E 05-05-30-07		617.50	0.00
			PUBLIC SAFTY / FD/ RSC DEPT - SUPPLIES / EMS			
			Invoice Total-		617.50	
			Vendor Total-		997.00	
00048 TREASURER, STATE OF MAINE						
0032	436	02	PLUMBING PERMITS			
PLUMBING PERMITS			G 1-211-00		62.50	0.00
			GEN'L FUND / PLUMB. PERM.			
			Vendor Total-		62.50	
00156 TREASURER, STATE OF MAINE						
0032	437	02	DISPATCH FEES		240101DSP02	
DISPATCH FEES			E 05-10-99-99		8,110.82	0.00
			PUBLIC SAFTY / DISPATCH - EXPENSE / EXPENSE			
			Vendor Total-		8,110.82	
00667 TRI POND VARIETY						
0032	438	02	ETHANO FREE GAS			
ETHANO FREE GAS			E 05-05-30-02		66.62	0.00
			PUBLIC SAFTY / FD/ RSC DEPT - SUPPLIES / FUEL			
			Vendor Total-		66.62	
00178 WARREN BROTHERS						
0032	439	02	PLOWING CONTRACT		2/4/2024	
PLOWING CONTRACT			E 10-10-20-07		31,409.30	0.00
			PUBLIC WORKS / PLOW & SAND - SERVICES / CONTRACTED			
			Vendor Total-		31,409.30	
00369 WB MASON CO, INC						
0032	440	02	CLEANING SUPPLIES		243942739	
CLEANING SUPPLIES			E 13-02-30-10		313.89	0.00
			FACILITIES / CFAS - SUPPLIES / CLEANING			
			Invoice Total-		313.89	
0032	440	02	BATTERY BACKUP		243619702	
BATTERY BACKUP			E 15-05-30-04		279.99	0.00
			SOLID WASTE / WASTE - SUPPLIES / OPERATING			

A / P Warrant

Warrant 13

Jrnl	Check	Month	Invoice Description	Reference	Amount	Encumbrance
Description	Account	Proj				
			Invoice Total-		279.99	
			Vendor Total-		593.88	
00125 ZOLL MEDICAL CORPORATION						
0032	441	02	THERMAL PAPER	3897460		
THERMAL PAPER			E 05-05-30-07		30.00	0.00
			PUBLIC SAFTY / FD/ RSC DEPT - SUPPLIES / EMS			
			Vendor Total-		30.00	
			Prepaid Total-		0.00	
			Current Total-		650,739.11	
			EFT Total-		0.00	
			Warrant Total-		650,739.11	

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

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

Department Summary

Vendor	Amount	Account
01 GEN'L GOV.		
01-0 GEN'L GOV. / NO DIVISION CONT'D		
00174 - MTCCA	140.00	E 01-10-13-01 GEN'L GOV. / ADMIN - EDUCATION / EDUCATION
00029 - 207 HOSTS	13.50	E 01-10-46-09 GEN'L GOV. / ADMIN - LICENSES / DOMAIN
00002 - MAINE MUNICIPAL ASSOCIATION	40.00	E 01-35-13-01 GEN'L GOV. / ELECTIONS - EDUCATION / EDUCATION
00271 - BERNSTEIN, SHUR, SAWYER & NELSON	1,100.00	E 01-10-15-02 GEN'L GOV. / ADMIN - PROFESSIONAL / LEGAL
00271 - BERNSTEIN, SHUR, SAWYER & NELSON	142.00	E 01-25-15-02 GEN'L GOV. / PLANNING BRD - PROFESSIONAL / LEGAL
00001 - MAINE MUNICIPAL	4,061.96	E 01-10-10-13 GEN'L GOV. / ADMIN - PERSONNEL / BENEFITS
00001 - MAINE MUNICIPAL	1,064.86	E 01-15-10-13 GEN'L GOV. / MANAGER - PERSONNEL / BENEFITS
00612 - SPECTRUM ENTERPRISE	110.80	E 01-10-20-01 GEN'L GOV. / ADMIN - SERVICES / COMMUNICATIONS
00468 - CONSOLIDATED COMMUNICATIONS	56.19	E 01-10-20-01 GEN'L GOV. / ADMIN - SERVICES / COMMUNICATIONS
00003 - REGISTRY OF DEEDS	114.00	E 01-10-47-01 GEN'L GOV. / ADMIN - FEES / DISCHARGE
Division Total-	6,843.31	
Department Total-	6,843.31	
05 PUBLIC SAFETY		
05-0 PUBLIC SAFETY / NO DIVISION CONT'D		
00612 - SPECTRUM ENTERPRISE	59.99	E 05-05-20-01 PUBLIC SAFETY / FD/ RSC DEPT - SERVICES / COMMUNICATIONS
00386 - BOUNDTREE MEDICAL	165.30	E 05-05-30-07 PUBLIC SAFETY / FD/ RSC DEPT - SUPPLIES / EMS
00667 - TRI POND VARIETY	66.62	E 05-05-30-02 PUBLIC SAFETY / FD/ RSC DEPT - SUPPLIES / FUEL
00386 - BOUNDTREE MEDICAL	770.58	E 05-05-30-07 PUBLIC SAFETY / FD/ RSC DEPT - SUPPLIES / EMS
00468 - CONSOLIDATED COMMUNICATIONS	54.77	E 05-05-20-01 PUBLIC SAFETY / FD/ RSC DEPT - SERVICES / COMMUNICATIONS
00066 - GENERATORS OF MAINE, INC	1,026.94	E 05-05-35-04 PUBLIC SAFETY / FD/ RSC DEPT - REPAIRS / FIRE TRUCKS
00066 - GENERATORS OF MAINE, INC	500.00	E 05-05-35-04 PUBLIC SAFETY / FD/ RSC DEPT - REPAIRS / FIRE TRUCKS
00057 - MAINEGENERAL MEDICAL CENTER	1.56	E 05-05-30-07 PUBLIC SAFETY / FD/ RSC DEPT - SUPPLIES / EMS
00125 - ZOLL MEDICAL CORPORATION	30.00	E 05-05-30-07 PUBLIC SAFETY / FD/ RSC DEPT - SUPPLIES / EMS
00612 - SPECTRUM ENTERPRISE	187.97	E 05-05-20-01 PUBLIC SAFETY / FD/ RSC DEPT - SERVICES / COMMUNICATIONS
00001 - MAINE MUNICIPAL	2,129.72	E 05-05-10-13 PUBLIC SAFETY / FD/ RSC DEPT - PERSONNEL / BENEFITS
00701 - TELEFLEX LLC	379.50	E 05-05-30-07 PUBLIC SAFETY / FD/ RSC DEPT - SUPPLIES / EMS
00701 - TELEFLEX LLC	617.50	E 05-05-30-07 PUBLIC SAFETY / FD/ RSC DEPT - SUPPLIES / EMS
00697 - KENNEBEC VALLEY HUMANE SOCIETY	1,427.08	E 05-30-20-07 PUBLIC SAFETY / ACO - SERVICES / CONTRACTED
00328 - CITY OF WATERTVILLE	7,431.45	E 05-10-99-99 PUBLIC SAFETY / DISPATCH - EXPENSE / EXPENSE
00156 - TREASURER, STATE OF MAINE	8,110.82	E 05-10-99-99 PUBLIC SAFETY / DISPATCH - EXPENSE / EXPENSE
Division Total-	22,959.80	
Department Total-	22,959.80	
10 PUBLIC WORKS		
10-0 PUBLIC WORKS / NO DIVISION CONT'D		
00178 - WARREN BROTHERS	31,409.30	E 10-10-20-07 PUBLIC WORKS / PLOW & SAND - SERVICES / CONTRACTED
Division Total-	31,409.30	
Department Total-	31,409.30	
12 CEMETERY		
12-0 CEMETERY / NO DIVISION CONT'D		
00107 - DAVID HALLOWELL CONSTRUCTION	370.00	E 12-01-20-07 CEMETERY / CEMETERY - SERVICES / CONTRACTED
00145 - GAGNE & SON	79.77	E 12-01-30-04 CEMETERY / CEMETERY - SUPPLIES / OPERATING
00001 - MAINE MUNICIPAL	1,064.86	E 12-01-10-13 CEMETERY / CEMETERY - PERSONNEL / BENEFITS
Division Total-	1,514.63	
Department Total-	1,514.63	
13 FACILITIES		
13-0 FACILITIES / NO DIVISION CONT'D		
00289 - AUGUSTA FUEL CORP.	55.41	E 13-04-20-05 FACILITIES / GARAGE - SERVICES / HEATING
00009 - HAMMOND LUMBER COMPANY	19.99	E 13-09-35-08 FACILITIES / TRANSFER STA - REPAIRS / BUILDING
00009 - HAMMOND LUMBER COMPANY	69.99	E 13-01-30-04 FACILITIES / GENERAL - SUPPLIES / OPERATING
00478 - SEACOAST SECURITY, INC	30.00	E 13-14-20-10 FACILITIES / TOWN OFFICE - SERVICES / SECURITY

Department Summary

Pay Date: 02/07/2024

Vendor	Amount	Account
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13 FACILITIES CONT'D

13-0 FACILITIES / NO DIVISION CONT'D

00877 - MAINE FIRE	440.00	E 13-02-35-17 FACILITIES / CFAS - REPAIRS / EXTINGUISHER
00289 - AUGUSTA FUEL CORP.	150.09	E 13-04-20-05 FACILITIES / GARAGE - SERVICES / HEATING
00001 - MAINE MUNICIPAL	2,129.72	E 13-01-10-13 FACILITIES / GENERAL - PERSONNEL / BENEFITS
00289 - AUGUSTA FUEL CORP.	153.28	E 13-04-20-05 FACILITIES / GARAGE - SERVICES / HEATING
00289 - AUGUSTA FUEL CORP.	529.12	E 13-06-20-05 FACILITIES / FD:LAKES - SERVICES / HEATING
00369 - WB MASON CO, INC	313.89	E 13-02-30-10 FACILITIES / CFAS - SUPPLIES / CLEANING
00009 - HAMMOND LUMBER COMPANY	2,222.94	E 13-09-35-08 FACILITIES / TRANSFER STA - REPAIRS / BUILDING
00289 - AUGUSTA FUEL CORP.	104.13	E 13-02-20-05 FACILITIES / CFAS - SERVICES / HEATING
00053 - DEAD RIVER COMPANY	108.39	E 13-01-30-02 FACILITIES / GENERAL - SUPPLIES / FUEL
00009 - HAMMOND LUMBER COMPANY	79.95	E 13-09-35-08 FACILITIES / TRANSFER STA - REPAIRS / BUILDING
00066 - GENERATORS OF MAINE, INC	3,761.85	E 13-09-35-08 FACILITIES / TRANSFER STA - REPAIRS / BUILDING
00066 - GENERATORS OF MAINE, INC	1,363.54	E 13-04-35-08 FACILITIES / GARAGE - REPAIRS / BUILDING
00009 - HAMMOND LUMBER COMPANY	38.98	E 13-01-30-04 FACILITIES / GENERAL - SUPPLIES / OPERATING
00009 - HAMMOND LUMBER COMPANY	37.90	E 13-09-35-08 FACILITIES / TRANSFER STA - REPAIRS / BUILDING

Division Total- 11,609.17

Department Total- 11,609.17

15 SOLID WASTE

15-0 SOLID WASTE / NO DIVISION CONT'D

00001 - MAINE MUNICIPAL	1,064.86	E 15-05-10-13 SOLID WASTE / WASTE - PERSONNEL / BENEFITS
00612 - SPECTRUM ENTERPRISE	129.98	E 15-05-20-01 SOLID WASTE / WASTE - SERVICES / COMMUNICATIO
00053 - DEAD RIVER COMPANY	135.79	E 15-05-30-02 SOLID WASTE / WASTE - SUPPLIES / FUEL
00053 - DEAD RIVER COMPANY	135.48	E 15-05-30-02 SOLID WASTE / WASTE - SUPPLIES / FUEL
00369 - WB MASON CO, INC	279.99	E 15-05-30-04 SOLID WASTE / WASTE - SUPPLIES / OPERATING

Division Total- 1,746.10

Department Total- 1,746.10

23 INSURANCE

23-0 INSURANCE / NO DIVISION CONT'D

00434 - GROUP DYNAMIC, INC.	36.00	E 23-10-99-99 INSURANCE / HRA ADMIN - EXPENSE / EXPENSE
00285 - HUB INTERNATIONAL NEW ENGLAND	1,292.00	E 23-30-99-99 INSURANCE / VOLUNTEER FD - EXPENSE / EXPENSE

Division Total- 1,328.00

Department Total- 1,328.00

25 RECREATION

25-0 RECREATION / NO DIVISION CONT'D

00638 - LEAF	10.18	E 25-30-20-14 RECREATION / REC PROGRAMS - SERVICES / COPIER
00612 - SPECTRUM ENTERPRISE	219.97	E 25-30-20-01 RECREATION / REC PROGRAMS - SERVICES / COMMU
00001 - MAINE MUNICIPAL	1,064.86	E 25-30-10-13 RECREATION / REC PROGRAMS - PERSONNEL / BENEI

Division Total- 1,295.01

Department Total- 1,295.01

30 LIBRARY

30-0 LIBRARY / NO DIVISION CONT'D

00001 - MAINE MUNICIPAL	1,064.86	E 30-01-10-13 LIBRARY / LIBRARY - PERSONNEL / BENEFITS
00612 - SPECTRUM ENTERPRISE	88.67	E 30-01-20-01 LIBRARY / LIBRARY - SERVICES / COMMUNICATIO

Division Total- 1,153.53

Department Total- 1,153.53

31 SCHOOL

31-0 SCHOOL / NO DIVISION CONT'D

00034 - RSU # 18	568,921.26	E 31-01-99-99 SCHOOL / RSU 18 - EXPENSE / EXPENSE
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Division Total- 568,921.26

G/L Account Total 568,921.26

Department Summary

Pay Date: 02/07/2024

Vendor Amount Account

G/L Accounts-0 / NO DIVISION CONT'D

00048 - TREASURER, STATE OF MAINE	62.50	G 1-211-00 GEN'L FUND / PLUMB. PERM.
00001 - MAINE MUNICIPAL	1,302.49	G 1-225-00 GEN'L FUND / HEALTH INS.
00001 - MAINE MUNICIPAL	132.31	G 1-226-00 GEN'L FUND / DENTAL INS
00001 - MAINE MUNICIPAL	456.13	G 1-229-00 GEN'L FUND / LIFE INS
00001 - MAINE MUNICIPAL	5.57	G 1-231-00 GEN'L FUND / VISION INS

Division Total- 1,959.00

G/L Account Total 1,959.00

Final Total- 650,739.11

A / P Warrant

Warrant 14

Jrnl	Check	Month	Invoice Description	Reference	Encumbrance
Description	Account	Proj	Amount	Encumbrance	
00023 INLAND FISHERIES AND WILDLIFE					
0036	450	02	JANUARY IF&W REPORT	010124-013124	
JANUARY IF&W REPORT	G 1-215-00		11,025.00		0.00
	GEN'L FUND / IF&W				
		Vendor Total-	11,025.00		
00349 TREASURER, STATE OF MAINE					
0036	451	02	JANUARY VITALS REPORT	010124-013124	
JANUARY VITALS REPORT	G 1-213-00		8.00		0.00
	GEN'L FUND / STATE VITALS				
		Vendor Total-	8.00		
00024 TREASURER, STATE OF MAINE (A.W.)					
0036	452	02	DOGS JANUARY REPORT	010124-01312024	
ANIMAL REPORT	G 1-210-00		599.00		0.00
	GEN'L FUND / DOG LICENSES				
		Vendor Total-	599.00		
		Prepaid Total-	0.00		
		Current Total-	11,632.00		
		EFT Total-	0.00		
		Warrant Total-	11,632.00		

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 MELANIE JEWELL, SELECTPERSON _____
 DANIEL NEWMAN, SELECTPERSON _____
 PETER RUSHTON, SELECTPERSON _____
 CAROL JOHNSON, V. CHAIR _____
 LORNA DEE NICHOLS, TOWN MANAGER _____

Warrant 156

Jrnl	Check	Month	Invoice Description	Reference	Amount	Encumbrance
Description	Account	Proj				
00289 AUGUSTA FUEL CORP.						
0575	442	12	NBFD HEATING	6020009		
NBFD HEATING			E 13-08-20-05		355.99	0.00
			FACILITIES / FD:NB - SERVICES / HEATING			
			Vendor Total-		355.99	
00020 CENTRAL MAINE POWER						
0575	444	12	TS ELECTRICITY	715001918071		
TS ELECTRICITY			E 13-09-20-04		818.47	0.00
			FACILITIES / TRANSFER STA - SERVICES / ELECTRICITY			
			Invoice Total-		818.47	
0575	444	12	NBFD ELECTRICITY	723001793652		
NBFD ELECTRICITY			E 13-08-20-04		60.52	0.00
			FACILITIES / FD:NB - SERVICES / ELECTRICITY			
			Invoice Total-		60.52	
0575	444	12	WINGS MILL DAM ELECTRICIT	724001747765		
WINGS MILL DAM ELECTRICIT			E 13-12-20-04		36.18	0.00
			FACILITIES / DAMS - SERVICES / ELECTRICITY			
			Invoice Total-		36.18	
00575	444	12	MAIN ST DAM ELECTRICITY	721001846286		
MAIN ST DAM ELECTRICITY			E 13-12-20-04		37.92	0.00
			FACILITIES / DAMS - SERVICES / ELECTRICITY			
			Invoice Total-		37.92	
0575	444	12	NBCC ELECTRICITY	711001936917		
NBCC ELECTRICITY			E 13-03-20-04		159.06	0.00
			FACILITIES / NBCC - SERVICES / ELECTRICITY			
			Invoice Total-		159.06	
0575	444	12	8 DALTON ELECTRICITY	7000000651799		
8 DALTON ELECTRICITY			E 13-11-20-04		31.16	0.00
			FACILITIES / DALTON - SERVICES / ELECTRICITY			
			Invoice Total-		31.16	
0575	444	12	TOWN OFFICE ELECTRICITY	720001869484		
TOWN OFFICE ELECTRICITY			E 13-14-20-04		413.87	0.00
			FACILITIES / TOWN OFFICE - SERVICES / ELECTRICITY			
			Invoice Total-		413.87	
0575	444	12	OLD TOWN HOUSE ELECTRIC	714001923193		
OLD TOWN HOUSE ELECTRIC			E 13-13-20-04		31.55	0.00
			FACILITIES / HISTRY HOUSE - SERVICES / ELECTRICITY			
			Invoice Total-		31.55	
0575	444	12	DEPOT FD ELECTRICITY	714001923192		
DEPOT FD ELECTRICITY			E 13-07-20-04		100.71	0.00
			FACILITIES / FD:DEPOT - SERVICES / ELECTRICITY			
			Invoice Total-		100.71	
0575	444	12	SALT&SAND ELECTRICITY	701002160597		
SALT&SAND ELECTRICITY			E 13-05-20-04		159.59	0.00
			FACILITIES / SALT & SAND - SERVICES / ELECTRICITY			
			Invoice Total-		159.59	
0575	444	12	GARAGE ELECTRICITY	721001852341		
GARAGE ELECTRICITY			E 13-04-20-04		80.11	0.00
			FACILITIES / GARAGE - SERVICES / ELECTRICITY			
			Invoice Total-		80.11	
0575	444	12	10 DALTON ELECTRICITY	709001949456		
10 DALTON ELECTRICITY			E 13-11-20-04		107.99	0.00
			FACILITIES / DALTON - SERVICES / ELECTRICITY			

A / P Warrant

**** REPRINT ****

Warrant 156

Jrnl	Check	Month	Invoice Description	Reference	Amount	Encumbrance
Description			Account	Proj		
Invoice Total-					107.99	
0575	444	12	VILLAGE GREEN ELECTRICITY	713001924092		
VILLAGE GREEN ELECTRICITY			E 13-10-20-04		36.20	0.00
FACILITIES / PARKS - SERVICES / ELECTRICITY						
Invoice Total-					36.20	
0575	444	12	18 DALTON ELECTRICITY	724001748956		
18 DALTON ELECTRICITY			E 13-10-20-04		31.38	0.00
FACILITIES / PARKS - SERVICES / ELECTRICITY						
Invoice Total-					31.38	
0575	444	12	LAKES FD ELECTRICITY	710001946684		
LAKES FD ELECTRICITY			E 13-06-20-04		165.51	0.00
FACILITIES / FD:LAKES - SERVICES / ELECTRICITY						
Invoice Total-					165.51	
0575	444	12	CFAS OUTBUILDING ELECTRIC	703001998016		
CFAS OUTBUILDING ELECTRIC			E 13-02-20-04		31.42	0.00
FACILITIES / CFAS - SERVICES / ELECTRICITY						
Invoice Total-					31.42	
0575	444	12	CFAS ELECTRICITY	719001880260		
CFAS ELECTRICITY			E 13-02-20-04		481.68	0.00
FACILITIES / CFAS - SERVICES / ELECTRICITY						
Invoice Total-					481.68	
Vendor Total-					2,783.32	
00550 KYOCERA						
0575	445	12	COPIER CONTRACT	55L2433288		
COPIER CONTRACT			E 01-10-20-14		478.22	0.00
GEN'L GOV. / ADMIN - SERVICES / COPIER						
Vendor Total-					478.22	
00616 WHITTEMORE & SONS						
0575	446	12	SNOWBLOWER FOR TRACTOR	9994		
SNOWBLOWER FOR TRACTOR			E 13-01-40-04		7,300.00	0.00
FACILITIES / GENERAL - PURCHASES / EQUIPMENT						
Vendor Total-					7,300.00	
Prepaid Total-					0.00	
Current Total-					10,917.53	
EFT Total-					0.00	
Warrant Total-					10,917.53	

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 MELANIE JEWELL, SELECTPERSON _____
 DANIEL NEWMAN, SELECTPERSON _____
 PETER RUSHTON, SELECTPERSON _____
 CAROL JOHNSON, V. CHAIR _____
 LORNA DEE NICHOLS, TOWN MANAGER _____

Department Summary
Pay Date: 02/07/2024

Vendor	Amount	Account
01. GEN'L GOV.		
01-0 GEN'L GOV. / NO DIVISION CONT'D		
00550 - KYOCERA	478.22	E 01-10-20-14 GEN'L GOV. / ADMIN - SERVICES / COPIER
Division Total-	478.22	
Department Total-	478.22	
13. FACILITIES		
13-0 FACILITIES / NO DIVISION CONT'D		
00020 - CENTRAL MAINE POWER	60.52	E 13-08-20-04 FACILITIES / FD:NB - SERVICES / ELECTRICITY
00020 - CENTRAL MAINE POWER	36.18	E 13-12-20-04 FACILITIES / DAMS - SERVICES / ELECTRICITY
00020 - CENTRAL MAINE POWER	37.92	E 13-12-20-04 FACILITIES / DAMS - SERVICES / ELECTRICITY
00020 - CENTRAL MAINE POWER	159.06	E 13-03-20-04 FACILITIES / NBCC - SERVICES / ELECTRICITY
00289 - AUGUSTA FUEL CORP.	355.99	E 13-08-20-05 FACILITIES / FD:NB - SERVICES / HEATING
00616 - WHITTEMORE & SONS	7,300.00	E 13-01-40-04 FACILITIES / GENERAL - PURCHASES / EQUIPMENT
00020 - CENTRAL MAINE POWER	31.16	E 13-11-20-04 FACILITIES / DALTON - SERVICES / ELECTRICITY
00020 - CENTRAL MAINE POWER	413.87	E 13-14-20-04 FACILITIES / TOWN OFFICE - SERVICES / ELECTRICITY
00020 - CENTRAL MAINE POWER	31.55	E 13-13-20-04 FACILITIES / HISTRY HOUSE - SERVICES / ELECTRICITY
00020 - CENTRAL MAINE POWER	100.71	E 13-07-20-04 FACILITIES / FD:DEPOT - SERVICES / ELECTRICITY
00020 - CENTRAL MAINE POWER	159.59	E 13-05-20-04 FACILITIES / SALT & SAND - SERVICES / ELECTRICITY
00020 - CENTRAL MAINE POWER	80.11	E 13-04-20-04 FACILITIES / GARAGE - SERVICES / ELECTRICITY
00020 - CENTRAL MAINE POWER	107.99	E 13-11-20-04 FACILITIES / DALTON - SERVICES / ELECTRICITY
00020 - CENTRAL MAINE POWER	36.20	E 13-10-20-04 FACILITIES / PARKS - SERVICES / ELECTRICITY
00020 - CENTRAL MAINE POWER	31.38	E 13-10-20-04 FACILITIES / PARKS - SERVICES / ELECTRICITY
00020 - CENTRAL MAINE POWER	165.51	E 13-06-20-04 FACILITIES / FD:LAKES - SERVICES / ELECTRICITY
00020 - CENTRAL MAINE POWER	31.42	E 13-02-20-04 FACILITIES / CFAS - SERVICES / ELECTRICITY
00020 - CENTRAL MAINE POWER	481.68	E 13-02-20-04 FACILITIES / CFAS - SERVICES / ELECTRICITY
00020 - CENTRAL MAINE POWER	818.47	E 13-09-20-04 FACILITIES / TRANSFER STA - SERVICES / ELECTRICITY
Division Total-	10,439.31	
G/L Account Total	10,439.31	
Final Total-	10,917.53	

February 6, 2024

TM Report

The Comprehensive Plan Committee will attend the February 20 meeting to give a presentation to the Board.

The Roads committee met and discussed the status of roads, utilizing larger culverts where needed to help when we have large amounts of rain/melting, roads for possible paving consideration; traffic lights to aid in traffic flow when work is being done (replacing flaggers).

Updated paper tax maps have arrived and are available for viewing at the town office; updated digital tax maps have been uploaded to the town's website.

Parks and Recreation Director Dan MacGlashing, Jamie Dionne, Susan Bolduc and myself met with RSU 18 Superintendent Carl Gartley to discuss the trees at the Kenneth Workman field. Carl agreed to share in half the cost for the work to be done and to help plant new trees. In addition, there was some discussion on the tennis courts adjacent to the Workman field. With some research, it was confirmed RSU 18 owns the fields and courts; there are donor restrictions on the courts. Additional information (tree removal, planting) will come before the Board at a future meeting.

The Comprehensive Plan Committee met January 31 and will meet again February 21.

The March newsletter is finished and will be mailed out soon.

The Fire Department building committee met January 31 and finalized a draft request for proposal for engineering services you will consider at your meeting February 6.

I attended both the Comprehensive Plan meeting January 31 and Fire Dept. building meeting immediately following the comp plan meeting.

Update from David Allen of the Maine Department of Transportation about permanent signs at the Center for All Seasons:

We had previously approved the installation of these signs, under the following conditions. They would need to be MUTCD compliant. The wording on the sign would be "Event Ahead". It would be a black on yellow warning sign (Diamond shaped). It could be in place 1 hour before the event starts and must be down 1 hour after the event ends. The signs could be a permanently installed folding sign, or a sign on a temporary sign stand (Work zone sign stand). The sign could be 30 inches by 30 inches, 36 by 36 inches, or 48 by 48 inches, in size. Height to the bottom of the sign 5 feet. The sign and sign stand may not be placed on the shoulder of the highway. If a permanently installed folding sign is used, it must fold closed away from the highway when not in use. Responsibility for the signs and ensuring they are used in compliance with the above would be the town's. This authorization can be rescinded by the Department if issues arise with the signs.

Meeting February 1 with Maine D.O.T. re: speed signs that are being donated to us, these will be placed going into and coming out of the village area.

The TAN bid notice went out February 2 from BernsteinShur. These will be due February 15 and ready for the Board's review and award at the regularly scheduled meeting on February 20.

Chair of the Dams Committee Craig Alexander alerted us that dams are now open and to use caution. We've posted notices to our Facebook page, website, talking sign and posters in the public area of the town office.

A candidate forum will be held February 12, 6:30 p.m. at the Town Office.

INVITATION TO BID
TOWN OF BELGRADE, MAINE
TAX ANTICIPATION NOTE

The Town of Belgrade (the "Town") invites bids to provide the Town with a tax anticipation loan on **an as-needed basis** in an amount not to exceed \$2,000,000.

The Tax Anticipation Note will be dated on or about **Tuesday, February 27, 2024**. Loan proceeds must be available to the Town on the date of closing, although the Town only plans to draw amounts as and when needed. The Town is not seeking lump sum bids. Principal and interest on the note will be repaid on or before **December 20, 2024**.

Interested banks must submit sealed bids by 12:00 p.m. on Thursday, February 15, 2024. Bids should be submitted to Lorna Dee Nichols, Town Manager, 990 Augusta Road, Belgrade, Maine 04917, in a sealed envelope marked "Bid for Tax Anticipation Note", **OR** by email to townmanager@townofbelgrade.com with the subject line indicating "Bid for \$2,000,000 Tax Anticipation Note". Bids will be considered by the Select Board at its meeting convening at 6:30 p.m. on **Tuesday, February 20, 2024** at the Town Offices. Information regarding the Town's finances can be obtained by calling the Town during regular business hours at (207) 495-2258.

Bids must state the annual interest rate computed on the amounts outstanding from time to time under the note. Bids must include an estimated amortization schedule. The schedule should be based on the assumption that all funds will be drawn at closing. Bids must also disclose the amount of any fees, premium or other charges relating to the borrowing. Bids must permit the Town to prepay the note without penalty at the election of the Town. Bids shall remain firm for acceptance by the Town for 10 days from the submission deadline.

The Town has engaged Lee Bragg of the firm of Bernstein, Shur, Sawyer & Nelson to act as Bond Counsel in connection with this borrowing. All bids shall be subject to receipt of an unqualified opinion from Bond Counsel at the time of the closing. The Town will certify that the debt is a qualified tax-exempt obligation within the meaning of Section 265(b)(3)(B) of the Internal Revenue Code.

The Town reserves the right to accept or reject any or all bids, to waive any informality in the bids and to exercise its judgment in evaluating the bids. The decision of the Select Board on these matters shall be final and conclusive.