

**Town of Belgrade**  
**Board of Selectpersons**  
Feb. 16, 2021 / 6:30 p.m.

This meeting will be conducted online at  
<https://us02web.zoom.us/j/81131427984>

**A G E N D A**

**Call to order and Pledge of Allegiance**

1. **PUBLIC HEARING** on articles on 2021 Town Meeting warrant

*Open meeting*

2. **PUBLIC COMMENT**

3. **OLD BUSINESS**

- A. Approval of Feb. 2, 2021, **Selectboard minutes**.

4. **NEW BUSINESS**

- A. **Board appointments**

1. Pat Donahue – Lakes Committee
    2. Stacy Whitcomb-Smith – Library Board of Trustees
    3. Dianne Dowd – Library Board of Trustees reappointment
    4. Maureen Milliken – Library Board of Trustees reappointment

- B. Discussion and consideration of **new energy billing contract** with Revision Energy.

- C. Discussion and consideration of **Transfer Station cement pad** Request for Proposals.

- D. Discussion and consideration of Center for All Seasons **water filtration system**.

5. **WARRANT**

6. **TOWN MANAGER REPORT**

7. **EXECUTIVE SESSION:**        1 M.R.S.A. §405(6)(F) – Confidential records

**Town of Belgrade**  
**Board of Selectpersons**  
Feb. 2, 2021 / 6:30 p.m.

This meeting was conducted online via Zoom and can be watched at  
<https://youtu.be/wpIKpbogWfI>

**MINUTES**

**Selectboard members present:** Melanie Jewell, Ernst Merckens, Kathleen Wall, Dan Newman. **Selectboard members absent:** Rick Damren

**In attendance:** Town Manager Anthony Wilson, Carol Johnson, Bruce Galouch, Barbara Allen, Kathy Atkinson, Jack Sutton, Dick Bourne, Susan Littlefield, Nancy Findlan, Bonnie Sammons, Fred Perkins, Lenny Reich, Mac Stocco, Cory Alexander, Phil Sprague, Regina Coppens, Penny Morrell, Katharina Burdet, Todd Yolish, Lani Carlson, Kathy Atkinson

Ms. Jewell called the meeting to order at 6:30 p.m. and led the Pledge of Allegiance. Mrs. Wall moved to open the meeting. Mr. Merckens seconded. Motion approved 4-0, with Mr. Damren absent.

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

**2. OLD BUSINESS**

A. Approval of Jan. 19, 2021, **Selectboard minutes.** Mrs. Wall moved approval. Mr. Merckens seconded. Motion approved 4-0, with Mr. Damren absent.

B. Consideration of **rescinding Jan. 12, 2021, recommendation** on warrant article 16. Mrs. Wall moved to rescind her original motion. Mr. Merckens agreed to rescind his original second. Motion approved 4-0, with Mr. Damren absent.

**3. NEW BUSINESS**

A. Presentation by Bonnie Sammons and Nancy Findlan on **carbon emissions advocacy.** Mrs. Sammons and Mrs. Findlan requested a resolution endorsing carbon cashback pricing legislation at the state and federal levels. The Board suggested a petition drive leading to a referendum would better demonstrate community support. The proponents were open to that possibility.

B. Discussion of a **Town flag policy.** Mr. Stocco suggested a memorial honoring first-responders in lieu of a flag policy seeking to do that. The town manager will work with Mr. Stocco on potential group members to work on that project. Ms. Jewell moved to have Mr. Merckens and the town manager work on a draft of a Town flag policy based on flying the American and Maine state flags.

C. **WARRANT.** Mr. Merckens moved approval of warrant 11 for \$887,996.19. Mrs. Wall seconded. Motion approved 4-0, with Mr. Damren absent.

**4. TOWN MANAGER REPORT.** The town manager offered potential advantages of the Town purchasing solar credits to reduce its electric costs. The Board expressed

interest in hearing a presentation from a ReVision Energy representative at its next meeting.

Mr. Merckens raised the possibility of the Town contributing to a potential July Fourth fireworks display. He will consult with the Belgrade Lakes Region Business Group about when it must have a commitment from the Town on a possible contribution.

Ms. Jewell moved to enter into executive session to deliberate an application for abatement pursuant to 36 M.R.S. § 841(2). Mrs. Wall seconded. Motion approved 4-0, with Mr. Damren absent.

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

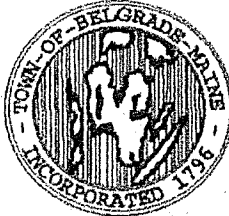
Mr. Newman moved that the Board exit closed session and re-enter open session. Mrs. Wall seconded. Motion approved 4-0, with Mr. Damren absent.

Mr. Newman moved that the Board authorize the Town Manager to craft a findings of fact in abatement application case #01-21 for consideration in executive session at the Feb. 16 meeting. Ms. Jewell seconded. Motion approved 4-0, with Mr. Damren absent.

Mr. Newman moved to adjourn. Ms. Jewell seconded. Motion approved 4-0, with Mr. Damren absent. Meeting adjourned at 9:05 p.m.

DRAFT

TOWN OF BELGRADE



Board/Committee Appointment & Re-appointment Application

Application for Appointment or re-appointment to:

- \_\_\_\_\_ Planning Board
- \_\_\_\_\_ Board of Appeals
- \_\_\_\_\_ Dams Committee
- \_\_\_\_\_ Cemetery Committee
- \_\_\_\_\_ Library Trustee
- \_\_\_\_\_ Long Range Planning Com.

- \_\_\_\_\_ Board of Parks & Recreation
- \_\_\_\_\_ Board of Assessment & Review
- \_\_\_\_\_ Transfer Station & Recycling Cont.
- \_\_\_\_\_ Budget Committee
- \_\_\_\_\_ Tree Committee
- \_\_\_\_\_ Comprehensive Plan Review Committee

Other Lakes Committee

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

Name Patrick Donahue  
 Address PO Box 289 Belgrade Lakes 04918  
 Phone # (Home) [REDACTED] (Work) [REDACTED] Email: [REDACTED]

Place of Employment Lake Front Real Estate  
 Education & Experience BS UMO Retired Capt US Coast Guard (r)  
Board Vice President - Belgrade Lakes ASSO  
Board Member 7 lakes Alliance

Interests and Hobbies Outdoor Activities, Boating, Hiking, Gardening, Golf

Why do you wish to serve on a municipal board or committee?  
Recently served as Chair of the Nourishing Committee. The new Lakes Committee will be a useful way for the Town to respond to lake issues in Belgrade as they arise.

References  
 Name Carol Johnson Phone # [REDACTED]  
 Name Earl Rizzo Phone # [REDACTED]

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

④ Belgrade Lakes ASSO at their Dec 2020 board meeting voted for me to represent the BLA on the Lakes Committee

TOWN OF BELGRADE



Board/Committee Appointment & Re-appointment Application

Application for Appointment or re-appointment to:

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

Other \_\_\_\_\_

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

Name Stacy Whitcomb-Smith  
 Address [redacted] Belgrade, ME  
 Phone # (Home) [redacted] (Work) same Email: [redacted]  
 Place of Employment Health Park Maine  
 Education & Experience PhD psychology  
7 years on WYSA Board, supporter of many libraries  
 Interests and Hobbies hiking, reading, outdoor sports

Why do you wish to serve on a municipal board or committee?  
I like to be involved in my community and I greatly value libraries as a reader, a mother, a scholar and community member

References

Name Kerri Hammond Phone # [redacted]  
 Name Kelly Doran Phone # [redacted]

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

Email Address: Stacy Whitcomb-Smith stacyinmaine@yahoo.com

TOWN OF BELGRADE



Board/Committee Appointment & Re-appointment Application

Application for Appointment or re-appointment to:

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

Other \_\_\_\_\_

If this is a re-appointment please state the number of years you have served 6

Name Dianne Dowd

Address [REDACTED]

Phone # (Home) [REDACTED] (Work) [REDACTED] Email: \_\_\_\_\_

Place of Employment \_\_\_\_\_

Education & Experience \_\_\_\_\_

Interests and Hobbies History, Reading

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

References

Name Barbara Allen Phone # [REDACTED]

Name Loyce Hayslett Phone # [REDACTED]

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

Email Address: dilip516@aol.com

TOWN OF BELGRADE



Board/Committee Appointment & Re-appointment Application

Application for Appointment or re-appointment to:

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

Other \_\_\_\_\_

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

Name Margaret Milliken  
 Address [Redacted] Belgrade, Maine 04917  
 Phone # (Home) [Redacted] (Work) \_\_\_\_\_ Email: [Redacted]  
 Place of Employment Mainebiz  
 Education & Experience B.A. English Lit, College of the Holy Cross, writer, teacher, freelance clerk  
 Interests and Hobbies writing, reading, hiking, camping

Why do you wish to serve on a municipal board or committee?  
I think a vibrant library is critical to the success + wellbeing of a community, and I want to play a part in ensuring that happens

References  
 Name Liz Fontaine Phone # 592-5990  
 Name Gina Higgins Phone # 577-4282

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

# Memo

To: Board of Selectpersons  
From: Anthony Wilson, Town Manager  
Date: Feb. 16, 2021  
Re: Net energy billing

---

As I reported at your Feb. 2 meeting, I've been researching how we might make use of net energy billing to purchase solar credits to reduce the Town's electric costs and to tap into renewable energy. In short, there would be no upfront cost to the Town (such as installing solar panels), we would save about \$3,352 per year (out of approximately \$26,290 in annual electric expenses – a savings of about 12.75 percent), and we could get out of the contract with 90 days' notice.

RSU 18 recently entered into a net energy billing agreement with a hydropower company based in Oakland.

You expressed interest on Feb. 2 in hearing a presentation from ReVision Energy, one of the two solar companies with whom I've spoken. As I mentioned then, I feel more comfortable with ReVision for two reasons: One, it is registered with the Maine PUC; the other out-of-state outfit is not. Two, it is less aggressive in its recommendation of how much credits we should purchase. ReVision recommends purchasing credits equivalent to 85 percent of our costs to ensure we don't buy credits in excess of our actual costs. That seems a smarter, safer approach.

Michael Bartner, a commercial solar consultant with ReVision, will explain how net energy billing works at the meeting and will answer your questions. Attached are some accompanying documents, including a sample letter of intent and a template for an NEB purchase agreement, plus a handout from the Maine Public Utilities Commission. I previously emailed you a link to a recorded webinar that also has some useful information.



## Town of Belgrade - Proposal Overview

### Net Energy Billing Proposal

Current Annual Electric Cost	\$ 26,290
Recommended % of Cost Offset	85%
Total Value of NEB Credits Required	\$ 22,347
Value of Utility NEB Credit	\$ 0.1256
Number of NEB Credits Required	177,973
NEB Credit Discount Offer	15%
Cost of Discount NEB Credit	\$ 0.1067
Savings per NEB Credit	\$ 0.0188

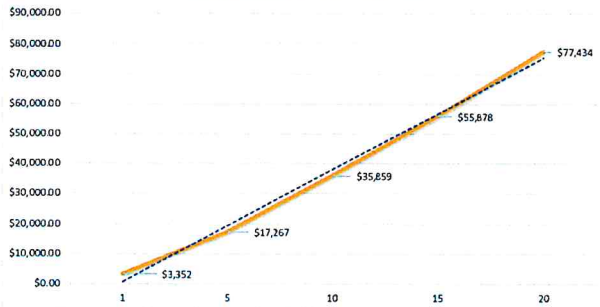
### Estimated Savings

Total Year 1 Annual Savings	\$ 3,352
Total Year 5 Cumulative Savings	\$ 17,267
Total Year 10 Cumulative Savings	\$ 35,859
Total Year 15 Cumulative Savings	\$ 55,878
Total Year 20 Cumulative Savings	\$ 77,434

### Utility & Cost Assumptions

Utility Company	Central Maine Power
Utility Rate Class	CMP - SGS
Value of Utility NEB Credit	\$ 0.1256
Annual NEB Credit Escalator	2%
Annual Derate of NEB Credits Required	0.5%

**Estimated 20-Year Savings**



*Dashed line represents potential variability in savings based on system performance.*

## Town of Belgrade - Proposal Terms & Overview

Under Maine's new Net Energy Billing regulations, monetary credits can be generated by solar arrays and allocated to utility customers' electric accounts in order to provide energy cost savings. This proposal provides the opportunity to purchase the energy output from a solar project currently under development. Under the terms of the proposal, the customer purchases a specified percentage allocation of the solar generation and in turn receives a commensurate allocation of utility bill credits. To the extent that the energy bill credit value exceeds the customer's rate paid, energy savings are created.

The following terms highlight the specifics of this proposal:

<b>Project Location</b>	Central Maine Power utility service territory. The exact project location is to be determined.
<b>Contract Term</b>	20 years, which matches the term of the Net Energy Billing agreement with the electric utility. There can be options to extend the contract term by 5 or 10 years.
<b>Value of Utility NEB Credit</b>	\$0.125561 - this is the Year 1 Utility NEB credit value.
<b>NEB Credit Discount Offer</b>	15% - this is the percent discount offer that will be applied to the current Utility NEB credit value.
<b>Cost of Discount NEB Credit</b>	\$0.10672685 - this is the Year 1 cost of the discounted NEB credit value that the customer will pay for each kilowatt-hour of solar production purchased.
<b>Renewable Energy Certificate (REC) Ownership</b>	Investor (project owner) retains ownership of the RECs and environmental attributes.

### NEXT STEPS

If you are interested in moving forward with this proposal, the next steps are to:

- Sign a Letter of Intent (LOI) formalizing your interest. This proposal will be included by reference, which will memorialize the above terms.
- Upon completion of the solar project's development, enter into a definitive contract agreement with the project owner.
- Begin receiving utility bill credits once the project is placed in service.

## LETTER OF INTENT AND EXCLUSIVITY AGREEMENT

**THIS LETTER OF INTENT AND EXCLUSIVITY AGREEMENT** (“Agreement”) is entered into effective the 20th day of January, 2021 (“Effective Date”), by and between ReVision Energy Inc. (“ReVision”) a Maine corporation, and The Town of Belgrade (“Purchaser”) a Maine municipality located in Belgrade, Maine (collectively as the “Parties”, or, singly, as a “Party”).

### **RECITALS**

WHEREAS, ReVision is a renewable energy system development, design, and installation company that has delivered a Solar Net Energy Billing Credit Purchase Proposal dated as of December 22, 2020 (“Proposal”) to install a solar energy generation project (“System”) located on a remotely-located site as yet to be determined that shall provide Net Energy Billing (NEB) credits terms with Purchaser for a period of six months from the Effective Date; and

WHEREAS, as a preliminary step to the entering into a definitive Net Energy Billing Credit Purchase Agreement (“NEBCPA”), the Parties wish to set forth the general business terms of such NEBCPA between Purchaser and a third party investor identified by ReVision and approved by Purchaser (the “Finance Party”);

WHEREAS, the Parties intend to finalize a definitive NEBCPA with the Finance Party setting forth the specific rights and obligations of the parties thereto and setting forth the terms under which Purchaser shall purchase Net Energy Billing credits from the Financing Party generated by the System upon installation by ReVision;

WHEREAS, the Parties mutually agree that in order to allow for the development and financing of the System, ReVision will need exclusive rights to negotiate NEBCPA forth their respective commitments to one another in this Agreement;

NOW THEREFORE, based upon the foregoing and in consideration of the mutual covenants and conditions contained herein, the parties hereby agree as follows:

### **AGREEMENT**

1. System. Subject to any modifications the parties may ultimately agree to in the NEBCPA and any other definitive agreements, and as may be further modified through the permitting and financing approval processes, the System shall be capable of delivering the quantity and price of energy to Purchaser substantially as described in the Proposal
2. Terms. The Parties understand that the NEBCPA will be based on terms set forth in this Agreement, and will contain such modifications, additional terms, representations, agreements, covenants and conditions as are customary in transactions of this kind, or otherwise agreed to by Purchaser and ReVision.

<b>A. NEB Credit Purchase Quantity:</b>	Purchaser intends to purchase 177,973 NEB credits annually.
<b>B. Purchaser Utility Territory:</b>	Purchaser has annual electricity usage in CMP territory to utilize the NEB Credit Purchase Quantity above.
<b>C. Purchaser Utility Rate Class Distribution:</b>	Purchaser utility meter rate class is 100% SGS (Small General Service) as measured in dollars per year.
<b>D. Term:</b>	The Term of the NEBCPA will be 20 years.
<b>E. Purchase Price:</b>	Purchaser intends to purchase NEB credits at a 15% discount to the NEB credit value as published annually by the Maine Public Utilities Commission. The Purchase Price of Net Energy Billing credits will fluctuate with changes to the Net Energy Billing credit value as published by the Main Public Utilities Commission.
<b>F. Renewable Energy Certificates:</b>	Ownership of the Renewable Energy Certificates ('RECs') associated with the System under the NEBCPA will accrue to Financing Party.
<b>G. Utility Information:</b>	ReVision intends to use Purchaser's utility information including but not limited to electric bills, historical load data and third-party supply agreement sufficient to confirm the appropriate NEB Credit Purchase Quantity above. Purchaser agrees to cooperate with ReVision.
<b>H. Purchaser Credit Information:</b>	ReVision intends to use Purchaser's financial information to confirm creditworthiness of Purchaser. Purchaser agrees to provide financial information to ReVision including but not limited to three years of audited financial statements, or alternative financial information deemed sufficient for the Financing Party to complete its credit review. The terms in this term sheet are contingent on Investment Grade or Shadow Rated credit as confirmed via Mood's Risk calculator. Such credit analysis will be performed by Financing Party.
<b>I. Expiration:</b>	This offer expires the 28th Day of February unless fully executed prior.
<b>J. Other:</b>	This Letter of Intent does not contain all matters on which agreement must be reached in order to consummate the contemplated transaction herein.

3. Exclusivity. ReVision shall have six months from the execution of this Agreement, or such later date as may be mutually agreed in writing by the Parties, to facilitate the finalization of the definitive NEBCPA to be entered into between the Financing Party and Purchaser (the “exclusivity period”). In consideration of the time and resources ReVision is devoting to such efforts, for the duration of the exclusivity period, Purchaser shall not enter into or continue any discussions or negotiations with, consider any other offers from, or enter into any other agreement or arrangement with any other person or entity other than ReVision and/or the identified Financing Party regarding the purchase of Net Energy Billing credits from a distributed generation system.
4. Costs and Expenses. Each Party shall be responsible for covering its own costs and expenses relating to the negotiation of the NEBCPA, including without limitation, the cost of its own attorneys, consultants and advisors.
5. Confidentiality. The provisions of this Agreement and all information related to this Agreement, or the System that is shared between the Parties and/or Finance Party, shall be treated as confidential for a term of no less than two years from the Effective Date. These confidentiality provisions shall not apply to any information (a) previously known to either Party free of any obligation to keep it confidential; (b) that has been or which becomes publicly known, through no wrongful act of either Party; (c) which is rightfully received from a third Party who is under no obligation of confidence to either Party; (d) which is independently developed by the receiving Party without resort to the Information that has been disclosed pursuant to this Agreement; or (e) is required to be disclosed in order to comply with applicable law or regulation or with any requirement imposed by judicial or administrative process or any governmental or court order.
6. No Joint Venture. Nothing contained in this Agreement shall be construed as creating or establishing a joint venture or partnership between ReVision and Purchaser.
7. Limitations of Liability. In no event shall either Party be liable to the other Party or its representatives or customers for special, indirect, non-compensatory, consequential, punitive, or exemplary damages of any type, including lost profits, loss of business opportunity or business interruptions, whether arising in contract or tort (including negligence, whether sole, joint, or concurrent or strict liability), or otherwise, arising out of this Agreement.
8. Availability of Equitable Relief. Each Party understands and agrees that its breach or threatened breach of this Agreement will cause irreparable injury to the other Party and that money damages will not provide an adequate remedy for such breach or threatened breach, and both Parties hereby agree that, in the event of such a breach or threatened breach, the non-breaching Party will also be entitled, without the requirement of posting a bond or other security, to equitable relief, including injunctive relief and specific performance. The Parties’ rights under this Agreement are cumulative, and a Party’s exercise of one right shall not waive the Party’s right to assert any other legal remedy.
9. Applicable Law. This Agreement will be governed by the law of the State of Maine without regard to conflicts of law principles.

- 10. Binding Provisions. This Agreement shall be binding on and inure to the benefit of the parties hereto and their respective heirs, successors and assigns.
- 11. Severability. If any provision of this Agreement is found to be illegal or unenforceable, the other provisions shall remain effective and enforceable to the greatest extent permitted by law.
- 12. Counterparts. This Agreement may be executed electronically and in counterparts, each of which shall have the effect of and be considered as an original of this Agreement.

**IN WITNESS WHEREOF**, the parties hereto have executed this Agreement effective as of the Effective Date.

**ReVision Energy Inc.**

**Town of Belgrade**

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

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

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

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

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

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

[rev. 20190201]

**Net Energy Billing Credit  
Purchase and Sale Agreement**

This Net Energy Billing Credit Purchase and Sale Agreement (this “**Agreement**”) is entered into by the parties listed below (each a “**Party**” and collectively the “**Parties**”) as of the date signed by Seller below (the “**Effective Date**”).

<b>Purchaser:</b>		<b>Seller:</b>	<b>ReVision Energy Inc.</b> , a Maine corporation
<b>Name and Address</b>		<b>Name and Address</b>	<b>ReVision Energy Inc.</b> 758 Westbrook Street South Portland, ME 04106
<b>Phone</b>		<b>Phone</b>	(207) 613-6078
<b>E-mail</b>		<b>E-mail</b>	legal@revisionenergy.com

**WHEREAS**, Seller is in the business of financing, developing, owning, operating, and maintaining solar photovoltaic electric generation facilities;

**WHEREAS**, Seller is the lessee of the property located at \_\_\_\_tbd\_\_\_\_ (the “**Premises**”), and has the right to develop renewable energy generation facilities at the Premises, as defined hereunder;

**WHEREAS**, Seller plans to finance, install, construct, own, operate, and maintain a solar photovoltaic electric generation facility at the Premises;

**WHEREAS**, the Purchaser, together with other entities yet to be determined (all together as the “**Purchasing Entities**”), intends to collectively purchase the Net Energy Billing (“**NEB**”) credits, as set forth in 35-A M.R.S. § 3209-B(5) and Chapter 313 of the Maine Public Utilities Commission (“**PUC**”) customer net energy billing rules (65-407 C.M.R. ch. 313, § 3(K)(1) (“bill credits” or “NEB credits”) associated with the electric energy generated from such solar photovoltaic electric generation facility, subject to the terms and conditions set forth in this Agreement.

**NOW, THEREFORE**, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties agree to the terms and conditions of the purchase by Purchaser and sale by Seller of the NEB credits associated with the electric energy from the solar photovoltaic electric generation facility described in **Exhibit 2** (the “**System**”) and interconnected to the utility grid as described in **Exhibit 2**.

The exhibits listed below are incorporated by reference and made part of this Agreement.

- Exhibit 1**      Basic Terms and Conditions
- Exhibit 2**      System Description
- Exhibit 3**      Credit Information – omitted by agreement of the Parties
- Exhibit 4**      General Terms and Conditions

IN WITNESS WHEREOF, the undersigned Parties have caused this Agreement to be signed on their behalf by their duly authorized representatives who, by their signatures below, attest that they have the power and authority to bind their respective Party.

**Purchaser:** \_\_\_\_\_

**Seller:** ReVision Energy Inc.

By (signature): \_\_\_\_\_

By (signature): \_\_\_\_\_

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

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

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

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

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

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

**Exhibit 1**  
**Basic Terms and Conditions**

1. **Initial Term:** Twenty (20) years, beginning on the Commercial Operation Date.
2. **Additional Terms:** As mutually agreed by the Parties.
3. **Environmental Incentives and Environment Attributes:** Accrue to Seller, unless Purchaser elects to purchase from Seller the Renewable Energy Credits (“RECS”) associated with the Purchaser Percentage of the energy generated by the System.

Purchaser [ ] Will [ ] Will Not Purchase RECs.

4. **Contract Price:** The Contract Price for the NEB credits associated with the System energy production shall be \_\_\_\_\_ percent ( \_\_%) of the total NEB credit value allocated to each of Purchaser’s accounts with the Utility (as listed in **Exhibit 2, Section 11**, as may be amended from time to time) for each billing period during the Initial Term of this Agreement and any Additional Term of this Agreement if applicable.
5. **REC Price:** The REC Price for the Renewable Energy Credits associated with the System energy production shall be \_\_\_\_\_ [insert price or reference table below].
6. **Purchaser’s Percentage of Total System Production:** Purchaser shall purchase \_\_\_\_\_ ( \_\_) percent of the total Net Energy Billing credits generated by the System (the “Purchaser Percentage”), which equals the following estimated annual kWh production for each contract year below.

Contract Year	Estimated Total System Energy Production (kWh)	Estimated Purchaser Percentage of Bill Credits in kWh	REC Price (\$/MWh)
1			
2			
3			
4			
5			
6			
7			
8			
9			
10			
11			
12			
13			
14			
15			
16			
17			
18			
19			
20			

7. **Condition Satisfaction Date:**
  - a. In the event of any delay related to System interconnection or the execution of the NEB credit agreement with the Utility that is outside the reasonable control of the Seller and provided that the Seller is continuing to diligently pursue the interconnection of the System and the execution of the NEB credit agreement with the Utility, the Condition Satisfaction Date shall be equitably extended to a date mutually agreed to by the Parties, taking into account the facts, circumstances and length of such delay.
8. **Anticipated Commercial Operation Date:**
9. **Outside Commercial Operation Date:** In the event of any delay outside the reasonable control of the Seller and provided that the Seller is continuing to diligently pursue the permitting, construction, interconnection, and installation, the Outside Commercial Operation Date shall be equitably extended to a date mutually agreed to by the Parties, taking into account the facts, circumstances and length of such delay.

**End of Exhibit 1**



**Exhibit 2**  
**System Description**

1. **System Location:**
2. **System Size:** DC kW (panel nameplate capacity), AC kW (inverter rating).
3. **Estimated First Year Energy Production (kWh):** \_\_\_\_\_ (which is expected to be plus or minus ten (10) percent annually, depending upon weather). Estimated energy production shall be de-rated by one half of one percent (0.5%) annually.
4. **Expected Structure:**  Ground Mount  Roof Mount  Parking Structure  Other
5. **Expected Module(s):**

<u>Manufacturer/Model</u>	<u>Quantity</u>
_____, or equivalent, with manufacturer's 25-year warranty	

6. **Expected Inverter(s):**

<u>Manufacturer/Model</u>	<u>Quantity</u>
_____, or equivalent, with manufacturer's 25-year warranty	

7. **Preliminary System Layout:** See **Exhibit 2, Attachment A**. Seller may, at its sole discretion, modify the System design as Seller deems necessary for purposes of permitting, procurement, construction and project implementation.
8. **Changes to System Design:** Seller may alter the location, design or capacity of the System as Seller deems necessary for permitting, procurement, construction, sale of energy or NEB credits or other purposes, so long as Seller provides written Notice to Purchaser at least thirty (30) days prior to the Commercial Operations Date; provided however, that (i) in the event the System capacity is increased the Purchaser's Percentage shall be adjusted downward to the extent required so that Purchaser's Percentage of the modified Total Estimated Production in Contract Year 1 does not exceed \_\_\_\_\_ kWh/year ("Purchaser's **Not to Exceed Estimated Amount**").
9. **Alternate Site:** To the extent needed to facilitate timely permitting, financing, site control, interconnection or other considerations, Seller may locate the System on an alternate site in the same utility service territory which, after written notice, shall be deemed the Premises for purposes of this Agreement; provided that, in the event the total System capacity is increased, the Purchaser's Percentage shall be adjusted downward to the extent required so that Purchaser's Percentage of the Total Estimated Production in Contract Year 1 does not exceed the Purchaser's Not to Exceed Estimated Amount.
10. **Utility:**
11. **Participating Meters:**
  - i. To be provided by Purchaser for the Net Energy Billing application pursuant to **Exhibit 4, Section 9.b**.

**Exhibit 2**  
**Attachment A:**  
Preliminary System Layout

Aerial Image of Premises	See Site Map, below.
Conceptual Drawing of the System	See One Line Drawing, below.
Location of System Components	Solar array to be located at _____ as portrayed in site map. Inverters to be located inside perimeter fence.
Delivery Point (kWh)	Delivery of energy to Utility, pursuant to interconnection agreement.

Preliminary Site Map:

**End of Exhibit 2**

**Exhibit 3**  
**Credit Information**

If Purchaser's annual financial reports are not publicly available, within one hundred and twenty (120) days after the end of Purchaser's fiscal year, Purchaser shall provide Seller with its approved final annual financial reports, including a profit and loss statement and balance sheet, or equivalent thereof. If requested by Purchaser, Seller shall execute a standard commercial confidentiality agreement prior to receiving the annual financial reports.

**End of Exhibit 3**

**Exhibit 4**  
**Net Energy Billing Credit Purchase Agreement**  
**General Terms and Conditions**

1. **Definitions and Interpretation:** Unless otherwise defined or required by the context in which any term appears: (a) the singular includes the plural and vice versa; (b) the words “herein,” “hereof” and “hereunder” refer to this Agreement as a whole and not to any particular section or subsection of this Agreement; (c) references to any agreement, document or instrument mean such agreement, document or instrument as amended, modified, supplemented or replaced from time to time; and (d) the words “include,” “includes” and “including” mean include, includes and including “without limitation.” The captions or headings in this Agreement are strictly for convenience and shall not be considered in interpreting this Agreement.
2. **Purchase and Sale Net Energy Billing Credits.** Purchaser shall purchase from Seller and Seller shall sell to Purchaser the Purchaser Percentage of NEB credits, as set forth in **Exhibit 1, Section 6**~~Error! Reference source not found.~~, associated with the electric energy generated by the System during the Initial Term and any Additional Term (as defined in **Exhibit 1**, and collectively the “**Term**”). Seller shall deliver the System’s energy to the Utility at the delivery point identified in the Interconnection Agreement with the Utility (the “**Delivery Point**”). Purchaser shall take title to Purchaser’s Percentage of the NEB credits associated with energy generated by the System at the Delivery Point, and risk of loss will pass from Seller to Purchaser at the Delivery Point. Purchaser understands that the NEB credits delivered to Purchaser’s Utility account in any particular month will be reflected on Purchaser’s invoice from the Utility as a monetary credit amount; and that such credit will be issued according to the Utility’s billing cycle, which may be approximately one (1) month after the energy associated with the NEB credits is generated by the System. Purchaser shall pay for Purchaser’s Percentage of all NEB credits associated with energy delivered by Seller regardless of when the NEB Credits appear on Purchaser’s Utility statement and regardless of Purchaser’s ability to utilize such Net Metering Credits. The Parties agree to work cooperatively to correct any Utility errors pursuant to the provisions in **Exhibit 4, Section 11.d.**
  - a. Purchaser may purchase electric energy and/or NEB credits from other sources provided that, in all cases, Purchaser purchases all of the Purchaser’s Percentage of the NEB credits associated with energy generated by the System and delivered at the Delivery Point after the Commercial Operation Date as contemplated herein.
  - b. Any purchase, sale and/or delivery of NEB credits associated with the electric energy generated by the System prior to the Commercial Operation Date during testing shall not indicate that the System has been put in commercial operation by the purchase, sale and/or delivery of such test NEB credits.
3. **Purchase and Sale of Renewable Energy Credits.** If Purchaser elects the Renewable Energy Credit (REC) purchase option, Purchaser shall purchase from Seller and Seller shall sell to Purchaser the Purchaser’s Percentage of the RECs generated by the System for the Contract Year at the rate specified in **Exhibit 1.**
4. **Term and Termination.**
  - a. **Initial Term.** The initial term (“**Initial Term**”) of this Agreement shall commence on the Commercial Operation Date (as defined below) and continue for the length of time specified in **Exhibit 1**, unless earlier terminated as provided for in this Agreement. The “**Commercial Operation Date**” is the date Seller places the System in service, consistent with Treas. Reg. § 1.167(a)-11 and related sections. Seller shall provide Purchaser with written notice of the Commercial Operations Date within thirty (30) days of placing the System in Service and such notice shall be deemed effective unless Purchaser reasonably objects within five (5) days of the date of such notice. This Agreement is effective as of the Effective Date and Purchaser’s failure to provide timely information to enable the execution of the Customer Net Energy Billing Agreement with the Utility shall not excuse Purchaser’s obligations to make Payments that would have otherwise have been due pursuant to this Agreement, provided that Seller shall take commercially reasonable efforts to mitigate its damage and Purchaser’s payment obligations under this subsection.
  - b. **Additional Terms.** As may be mutually agreeable by the Parties.
5. **Billing and Payment.**
  - a. **Monthly Charges.**
    - i. **NEB Credit Charges.** As compensation for the NEB Credits, Purchaser shall pay Seller monthly (or quarterly, if Seller elects quarterly invoicing under subsection (b) of this **Section 5**) for the Purchaser

Percentage of the NEB credits applied to Purchaser's electric bill by the Utility at the Contract Price shown in Exhibit 1.

- ii. **REC Charges.** If Purchaser elects the REC purchase option in Exhibit 1, Purchaser shall pay Seller monthly (or quarterly, if Seller elects quarterly invoicing under subsection (c) of this Section 5) for the Purchaser Percentage of the RECs generated by the System and delivered to the Delivery Point at the REC Price shown in Exhibit 1 (the "REC Price"). The periodic payment for such energy will be equal to the applicable REC Price multiplied by the Purchaser Percentage of the number of RECs generated during each month of the applicable billing period, as measured by the Utility meter.
- b. **Monthly Invoices.** Seller shall invoice Purchaser monthly in arrears, either manually or through ACH. Such monthly invoices shall state (i) the Utility billing period, (ii) Purchaser's Percentage of electric energy produced by the System and delivered to the Delivery Point, (iii) the Contract Price for each bill credit applicable to the Purchaser under this Agreement, (iv) the total credits delivered by the Utility to Purchaser and (v) the total amount due from Purchaser. Such monthly invoices shall include a copy of the periodic reports provided by the Utility pursuant to the Customer NEB Agreement of the solar production and allocation of NEB credits to Purchaser's accounts.
- c. **Seller's Option for Quarterly Invoicing.** Seller, at Seller's sole option, may elect to invoice Purchaser on a quarterly basis in arrears. If Seller exercises the option to invoice quarterly for one or more billing periods, it shall not prohibit Seller from invoicing Monthly thereafter. Seller shall provide Purchaser with at least ninety (90) days prior written notice before changing the frequency of invoicing.
- d. **Taxes and Governmental Charges.** Purchaser shall either pay or reimburse Seller for the Purchaser Percentage of any and all sales taxes assessed on the sale, delivery or consumption of net energy billing credits produced by the System, if applicable, provided that such sales tax is not subject to a sales tax exemption, and further provided that the Purchaser shall not be liable for any other Taxes or Governmental Charges associated with the System, including but not limited to the construction, procurement, or design of the System or the interconnection of the System to the Utility's electric distribution system. Notwithstanding the foregoing, Purchaser will not be required to pay or reimburse Seller for any sales taxes for NEB credits during periods when Seller fails to deliver electric energy to the Utility grid for reasons other than Force Majeure or as a result of Purchaser's acts or omissions.

For purposes of this Section 5.d, "Taxes" means any federal, state and local generation, privilege, sales, use, consumption, excise, transaction, and other taxes, regulatory fees, surcharges or other similar charges, but shall not include (i) any property taxes or similar taxes on the System or Premises; (ii) any charges, fees, taxes, or the like imposed by ISO New England or associated with metering or settling the energy from the System; (iii) any charges, fees, taxes, or the like associated with station service or electric energy consumed by the System; or (iv) any income taxes or similar taxes imposed on Seller's revenues due to the sale of energy under this Agreement, which shall be Seller's responsibility.

"Governmental Authority" means any national, state or local government (whether domestic or foreign), any political subdivision thereof or any other governmental, quasi-governmental, judicial, public or statutory instrumentality, authority, body, agency, bureau or entity (including the Federal Energy Regulatory Commission, a state Public Utilities Commission or Independent System Operator), or any arbitrator with authority to bind a party at law.

"Governmental Charges" means all applicable federal, state and local taxes (other than taxes based on income or net worth but including, without limitation, sales use, gross receipts or similar taxes), governmental charges, emission allowance costs, duties, tariffs levies, license, fees, permits, assessments, adders or surcharges (including public purposes charges and low income bill assistance charges), imposed or authorized by a Governmental Authority, the Utility, or other similar entity, on or with respect to NEB credits.

"Taxes" means any federal, state and local generation, privilege, sales, use, consumption, excise, transaction, and other taxes, regulatory fees, surcharges or other similar charges.

- e. **Payment Terms.** All amounts due under this Agreement shall be due and payable net thirty (30) days from receipt of invoice. Any undisputed portion of the invoice amount not paid within the thirty (30) day period shall accrue interest at the annual rate of two and one-half percent (2.5%) over the prime rate, as published in the Wall Street Journal (but not to exceed the maximum rate permitted by law).

## 6. Environmental Attributes and Environmental Incentives.

- a. Unless otherwise specified in **Exhibit 1**, Seller is the owner of all Environmental Attributes and Environmental Incentives and is entitled to the benefit of all Tax Credits, and Purchaser's purchase of bill credits under this Agreement does not include Environmental Attributes, Environmental Incentives or the right to Tax Credits or any other attributes of ownership and operation of the System, all of which shall be retained by Seller. Purchaser and Seller shall cooperate in obtaining, securing and transferring all Environmental Attributes and Environmental Incentives and the benefit of all Tax Credits. Unless it has elected the REC purchase option in Exhibit 1, Purchaser shall not be obligated to incur any out-of-pocket costs or expenses in connection with such actions and if any Environmental Incentives are paid directly to Purchaser, Purchaser shall immediately pay such amounts over to Seller.
- b. **Press Releases.** Unless, it has elected the REC purchase option in Exhibit 1,
  - i. To avoid any conflicts with fair trade rules regarding claims of solar or renewable energy use, Purchaser shall submit to Seller for approval any press releases regarding Purchaser's use of solar or renewable energy generated by the System and shall not submit for publication any such releases without the written approval of Seller. Approval shall not be unreasonably withheld, and Seller's review and approval shall be made in a timely manner to permit Purchaser's timely publication.
  - ii. Purchaser acknowledges and consents to Seller's exclusive right to (i) make any claim that bill credits provided to Purchaser under this Agreement were generated by the System, (ii) all claims that Seller is responsible for the reductions in emissions of pollution and greenhouse gases resulting from the generation of such electric energy corresponding to the bill credits purchased by Purchaser and (iii) all rights, title to and ownership of any and all RECs, credits, certificates, and registrations evidencing or representing any of the foregoing attributes and to take any action necessary for Seller to claim, register, sell or otherwise dispose of such interests.

**"Environmental Attributes"** means any and all credits, benefits, emissions reductions, offsets, and allowances, howsoever entitled, attributable to the System, the production of electrical energy from the System and its displacement of conventional energy generation, including (a) any avoided emissions of pollutants to the air, soil or water such as sulfur oxides (SOx), nitrogen oxides (NOx), carbon monoxide (CO) and other pollutants; (b) any avoided emissions of carbon dioxide (CO<sub>2</sub>), methane (CH<sub>4</sub>), nitrous oxide, hydrofluorocarbons, perfluorocarbons, sulfur hexafluoride and other greenhouse gases (GHGs) that have been determined by the United Nations Intergovernmental Panel on Climate Change, or otherwise by law, to contribute to the actual or potential threat of altering the Earth's climate by trapping heat in the atmosphere; and (c) the reporting rights related to these avoided emissions, such as Green Tag Reporting Rights and Renewable Energy Credits. Green Tag Reporting Rights are the right of a party to report the ownership of accumulated Green Tags in compliance with federal or state law, if applicable, and to a federal or state agency or any other party, and include Green Tag Reporting Rights accruing under Section 1605(b) of The Energy Policy Act of 1992 and any present or future federal, state, or local law, regulation or bill, and international or foreign emissions trading program. Environmental Attributes do not include Environmental Incentives and Tax Credits. Purchaser and Seller shall file all tax returns in a manner consistent with this **Section 6**. Without limiting the generality of the foregoing, Environmental Attributes include carbon trading credits, renewable energy credits or certificates, emissions reduction credits, emissions allowances, green tags tradable renewable credits and Green-e® products.

**"Environmental Incentives"** means any and all credits, rebates, subsidies, payments or other incentives that relate to self-generation of electricity, the use of technology incorporated into the System, environmental benefits of using the System, or other similar programs available from the Utility, any other regulated entity, the manufacturer of any part of the System or any Governmental Authority; provided, however, that "Environmental Incentives" does not mean any electric bill or utility credits related to net metering or net energy billing.

**"Tax Credits"** means any and all (a) investment tax credits, (b) production tax credits, (c) similar tax credits, grants, or rights to bonus or accelerated depreciation under federal, state or local law relating to the construction, ownership or production of energy from the System.

## 7. **Conditions to Obligations.**

- a. **Conditions to Seller's Obligations.** Seller's obligations under this Agreement are conditioned on the completion of the following conditions to Seller's reasonable satisfaction on or before the Condition Satisfaction Date:
  - i. Approval of (A) this Agreement and (B) the Site Lease or similar agreement authorizing use of the Premises, and (C) the Construction Agreement (if any) for the System by Seller and Seller's Financing Parties (if any). **"Construction Agreement"** as used in this subsection means an agreement between Seller and any contractor or subcontractor to install all or part of the System;

- ii. Confirmation that Seller will obtain all applicable Environmental Incentives and Tax Credits and/or, in the event the Purchaser elects to purchase RECs, that Seller will be able to transfer, assign and sell to Purchaser such RECs;
  - iii. Confirmation that the Premises is suitable for the development, installation, construction, interconnection, ownership and operation of the System;
  - iv. Receipt of all necessary zoning, land use and building permits, licenses, and approvals; and
  - v. Execution of all necessary agreements with the Utility for interconnection of the System to the Utility's electric distribution system, and for Net Energy Billing of the electricity generated by the System together with Purchaser's Utility accounts.
- b. **Conditions to Purchaser's Obligations.** Purchaser's obligations under this Agreement are conditioned on achievement by Seller or the explicit waiver by Purchaser, in writing, of all of the following conditions:
- i. The occurrence of the Commercial Operation Date for the System by the Outside Commercial Operation Date specified in **Section 8** of **Exhibit 1**, and execution of all necessary agreements with the Utility for Net Energy Billing, as defined in **Section 9.b**, of the electricity generated by the System among Purchaser's Utility meters and/or accounts. Purchaser agrees to use commercially reasonable efforts to promptly execute all necessary agreements with the Utility for Net Energy Billing upon presentation of such agreements to Purchaser; and
  - ii. No Event of Default by the Seller has occurred or is continuing.
- c. **Failure of Conditions.** If any of the conditions listed in subsection (a) and (b) are not satisfied by the Condition Satisfaction Date, the Parties will attempt in good faith to negotiate for the satisfaction of the failed conditions. If the Parties are unable to reach agreement, then Seller may terminate this Agreement upon ten (10) days written notice to Purchaser without liability for costs or damages or triggering a default under this Agreement.

## 8. **Seller's Rights and Obligations.**

- a. **Permits and Approvals.** Seller, with Purchaser's reasonable cooperation, shall use commercially reasonable efforts to obtain, at Seller's sole cost and expense:
- i. any zoning, land use, construction, electrical and building permits, licenses and approvals required to construct, install and operate the System;
  - ii. any agreements and approvals from the Utility, ISO-NE and/or the PUC necessary in order to interconnect the System to the Utility's electric distribution system and/or net energy bill the energy produced by the System among Purchaser's Utility meters and/or accounts.

Purchaser shall cooperate with Seller's reasonable requests to assist Seller in obtaining such agreements, permits and approvals. Where required, Purchaser shall obtain all such agreements, permits and approvals in Purchaser's name to enable and benefit operation of the System; however, Seller shall pay or reimburse Purchaser for all fees required.

- b. **Standard System Repair and Maintenance.** Seller shall repair, monitor, operate and maintain the System in a good and workmanlike manner in accordance with applicable law, prudent operating practices and industry standards. During the Term, Seller will operate and perform all routine and emergency repairs to, and maintenance of, the System at its sole cost and expense, and shall ensure that the System, including applicable environmental controls, are properly operated and maintained. Seller shall perform all repairs within standard industry time periods.
- c. **Breakdown Notice.** Seller shall notify Purchaser as soon as reasonably possible, but in no case longer than within ten (10) business days following Seller's discovery of (i) any material malfunction in the operation of the System or (ii) an interruption in the supply of electrical energy from the System. Seller shall undertake any required emergency action or repairs as soon as possible.
- d. **Suspension.** Notwithstanding anything to the contrary herein, Seller shall be entitled to suspend delivery of electricity from the System to the Delivery Point for the purpose of maintaining and repairing the System and such suspension of service shall not constitute a breach of this Agreement; provided, however, that Seller shall use commercially

reasonable efforts to minimize any interruption in service to the Purchaser. Seller shall provide Purchaser with notice of any such suspension in accord with subsection (c).

- e. **Use of Contractors and Subcontractors.** Seller shall be permitted to use contractors and subcontractors to perform its obligations under this Agreement; provided, however, that such contractors and subcontractors shall be duly licensed and shall provide any work in accordance with applicable industry standards. Notwithstanding the foregoing, Seller shall continue to be responsible for its obligations under this Agreement and for the quality of the work performed by its contractors and subcontractors.
- f. **No Other Warranty.** Seller warrants that it has not and will not sell or otherwise convey Purchaser's Percentage of such NEB credits to any other party. OTHERWISE, AND EXCEPT AS SET FORTH IN SECTION 14 BELOW, NO WARRANTY OR REMEDY, WHETHER STATUTORY, WRITTEN, ORAL, EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, OR WARRANTIES ARISING FROM COURSE OF DEALING OR USAGE OF TRADE SHALL APPLY. The remedies set forth in this Agreement shall be Purchaser's sole and exclusive remedies for any claim or liability arising out of or in connection with this Agreement, whether arising in contract, tort (including negligence), strict liability or otherwise; provided, however, that this subparagraph shall not prevent transfer of any applicable manufacturer's warranties to Purchaser in the event Purchaser were to purchase the System.

## 9. **Purchaser's Rights and Obligations.**

- a. **Liens.** Purchaser shall not directly or indirectly cause, create, incur, assume or allow to exist any mortgage, pledge, lien, charge, security interest, encumbrance or other claim of any nature on or with respect to the System or any interest therein. Notwithstanding anything else herein to the contrary, pursuant to Section 19.a., Seller may grant a lien on the System and may assign, mortgage, pledge or otherwise collaterally assign its interests in this Agreement and the System to any Financing Party.
- b. **Net Energy Billing.** Purchaser shall promptly take action and execute any documents required to establish and continue net energy billing with the Utility pursuant to 35-A M.R.S. §§ 3209-A or 3209-B and Chapter 313 of the Rules and Regulations of the Maine Public Utilities Commission, as may be amended from time to time (all together as the "Net Energy Billing Rules"). Purchaser shall receive the value of the NEB Credits from the Utility available under the Net Energy Billing Rules or similar program for the Purchaser Percentage of bill credits associated with electric energy generated by the System. As of the Effective Date, Purchaser shall utilize and maintain consolidated billing arrangements with the Utility and its competitive electric provider, if any, as necessary to allow Purchaser to fully utilize NEB credits delivered under this Agreement.

## 10. **Change in Law.**

"Change in Law" means (i) the enactment, adoption, promulgation, modification or repeal after the Effective Date of any applicable law or regulation; (ii) the imposition of any material conditions on the issuance or renewal of any applicable permit after the Effective Date of this Agreement (notwithstanding the general requirements contained in any applicable permit at the time of application or issue to comply with future laws, ordinances, codes, rules, regulations or similar legislation), or (iii) a change in any utility rate schedule or tariff approved by any Governmental Authority which, in the case of any of (i), (ii) or (iii), establishes requirements affecting (x) owning, supplying, constructing, installing, operating or maintaining the System, or other performance of the Seller's obligations hereunder and which has a material adverse effect on the cost to Seller of performing such obligations or (y) the Purchaser's or the System's eligibility to participate in Net Energy Billing; provided, however, that the following shall not be a Change in Law pursuant to this Agreement: (1) a change in federal, state, county or any other tax law after the Effective Date of this Agreement and (2) a change in Purchaser's utility tariff or the Net Energy Billing credit tariff that affects the value of NEB credits credited to Purchaser's Utility account(s) by the Utility.

If any Change in Law occurs that has a material adverse effect on the cost to Seller of performing its obligations under this Agreement or on the Purchaser's or the System's eligibility to participate in Net Energy Billing, then the Parties shall, within thirty (30) days following receipt by either Party from the other Party of notice of such Change in Law, meet and attempt in good faith to negotiate amendments to this Agreement as are reasonably necessary to preserve the economic value of this Agreement to both Parties. If the Parties are unable to agree upon such amendments within such thirty (30) day period, then Seller shall have the right to terminate this Agreement without further liability to Purchaser except with respect to payment of amounts accrued prior to termination.

- 11. **Net Energy Billing Administration.** Purchaser and Seller shall reasonably cooperate in the ongoing administration of any Net Energy Billing Agreement with the Utility, including but not limited to the requirements of the Net Energy Billing Rules



and the following:

- a. **Contact Person.** Seller or Seller's Agent shall be the contact person responsible for all communications with the Utility regarding the Net Energy Billing arrangement ("**Contact Person**"), including all actions required of the Contact Person pursuant to the Net Energy Billing Rules and/or the Net Energy Billing Agreement with the Utility. The Parties each agree to assist the Contact Person in obtaining all data, meter information, permits and approvals needed, and to promptly and timely execute all agreements with the Utility as necessary to continue and maintain the Net Energy Billing arrangement.
  - b. **Net Energy Billing Updates.** Purchaser shall be solely responsible for providing the Contact Person with written notice of any requested changes to be conveyed to the Utility regarding its meters, accounts or account information, or the allocation of NEB credits among its meters and accounts. Further, Purchaser shall pay Seller for all energy and associated NEB Credits delivered by Seller to Utility pursuant to Exhibit 4, Section 5.a of this Agreement, regardless of whether the Utility properly implements such changes, unless (i) Seller fails to timely convey the requested changes to the Utility as required by this Section and (ii) such failure directly results in a loss of NEB Credits or credit value to Purchaser. Purchaser shall allow the Contact Person at least fifteen (15) business days to convey changes to the Utility and for the Utility to respond. Purchaser shall be solely responsible for the timeliness of changes to its NEB meters and accounts and for the accuracy of any such changes and shall pay in full for NEB credits that would have been properly credited to Purchaser's meters and accounts but for errors, delays or mistakes in the original NEB Credit program application or updates to the NEB Credit Agreement with the Utility.
  - c. **Records Maintenance.** The Contact Person and each Party shall maintain for a period of at least two years all records related to the Net Energy Billing Agreement and upon request shall make such information available to the Parties.
  - d. **Utility Errors; Net Energy Billing Disputes.** The Parties shall timely assist the Contact Person to address and attempt to correct any Utility errors in determining or allocating NEB credits or credit value. Any Party may initiate a dispute with the Utility at its sole cost and the other party (and Contact Person) will in good faith reasonably cooperate with such disputing party to investigate and remedy a discrepancy between the measured System generation and the NEB credits or credit value issued to Purchaser. In the event resolution of such dispute alters the calculation of the amount of electric energy generated by the System and delivered to the Utility such that it alters the generation and allocation of NEB credits to Purchaser, the Seller shall credit or invoice Purchaser, as applicable, for such revised generation and allocation of credits.
12. **System Measurement.** Seller may install one or more meter(s), as Seller deems appropriate, at or immediately before the Delivery Point to measure the output of the System (energy and RECs). Such meter shall meet revenue grade standards as set by the American National Standards Institute, C12.20 as amended from time to time, or similar class applicable to the electric utility industry. Seller shall maintain the meter(s) in accordance with industry standards. Seller may provide a remote accessible data logging and reporting system during the Term to enable Seller to remotely record and report the amount of electric energy and RECs generated by the System and Purchaser shall also be given access to the data.
13. **Default, Remedies and Damages.**
- a. **Default.** Any Party that fails to perform its responsibilities as listed below or experiences any of the circumstances listed below shall be deemed to be the "**Defaulting Party**", the other Party shall be deemed to be the "**Non-Defaulting Party**", and each event of default shall be a "**Default Event**":
    - i. failure of a Party to pay any amount due and payable under this Agreement, other than an amount that is subject to a good faith dispute within ten (10) days following receipt of written notice from the Non-Defaulting Party of such failure to pay ("**Payment Default**");
    - ii. failure of a Party to substantially perform any other material obligation under this Agreement within thirty (30) days following receipt of written notice from the Non-Defaulting Party demanding such cure; provided, however, that such thirty (30) day cure period shall be extended (but not beyond ninety (90) days) if and to the extent reasonably necessary to cure the Default Event, if (A) the Defaulting Party initiates such cure within the thirty (30) day period and continues such cure to completion and (B) there is no material adverse effect on the Non-Defaulting Party resulting from the failure to cure the Default Event;
    - iii. if any representation or warranty of a Party proves at any time to have been incorrect in any material respect when made and is material to the transactions contemplated hereby, if the effect of such incorrectness is not

cured within thirty (30) days following receipt of written notice from the Non-Defaulting Party demanding such cure;

- iv. a Party becomes insolvent or is a party to a bankruptcy, reorganization, insolvency, liquidation, receivership, dissolution, winding-up or relief of debtors, or any general assignment for the benefit of creditors or other similar arrangement or any event occurs or proceedings are taken in any jurisdiction with respect to the Party which has a similar effect, and, if any such bankruptcy or other proceedings were initiated by a third party, if such proceedings have not been dismissed within sixty (60) days following receipt of a written notice from the Non-Defaulting Party demanding such cure.; or
- v. Purchaser prevents Seller from installing the System or obtaining required approvals, or in any way prevents or obstructs Seller from delivering bill credits pursuant this Agreement, or prevents Seller from receiving or selling Environmental Benefits, including without limitation RECs. Such Default Event shall not excuse Purchaser's obligations to make payments that otherwise would have been due under this Agreement.

**b. Remedies.**

- i. Remedies for Default. On the occurrence of a Default Event, the Non-Defaulting Party may, after notice of default and failure to cure set forth above, (A) at any time during the continuation of the Default Event, terminate this Agreement or suspend its performance of its obligations under this Agreement, upon five (5) business days prior written notice to the Defaulting Party describing the Default Event that has occurred and is continuing; and (B) pursue any remedy under this Agreement, at law or in equity, including an action for damages; provided, however, that the Non-Defaulting Party shall first utilize commercially reasonable efforts to mitigate its damages pursuant to Section 13.b.iii. Nothing herein shall limit either Party's right to collect damages upon the occurrence of a breach or a default by the other Party that does not become a Default Event.
- ii. Damages Upon Termination by Default. Upon a termination of this Agreement by the Non-Defaulting Party as a result of a Default Event by the Defaulting Party, the Defaulting Party shall pay a Termination Payment to the Non-Defaulting Party determined as follows (the "**Termination Payment**"):
  - A. Purchaser. If Purchaser is the Defaulting Party and Seller terminates this Agreement, the Termination Payment to be paid to Seller shall be an amount equal to the net present value (using a discount rate of the prevailing rate for US Treasury securities having a tenor closest to the remaining amount of time in the Initial Term) of the projected payments over the Initial Term post-termination, had the Initial Term remained effective for the full Initial Term, and any and all other amounts previously accrued under this Agreement and then owed by Purchaser to Seller. The Parties agree that actual damages to Seller in the event this Agreement terminates prior to the expiration of the Initial Term as the result of a Default Event by Purchaser would be difficult to ascertain, and the applicable Termination Payment is a reasonable approximation of the damages suffered by Seller as a result of early termination of this Agreement. .
  - B. Seller. If Seller is the Defaulting Party and Purchaser terminates this Agreement, the Termination Payment to Purchaser shall be equal to the sum of (1) all costs reasonably incurred by Purchaser in re-converting its electric supply to service from the Utility; and (2) any and all other amounts previously accrued under this Agreement and then owed by Seller to Purchaser.
- iii. Obligations Following Termination. The Non-Defaulting Party shall take all commercially reasonable efforts to mitigate its damages as the result of a Default Event, including but not limited to recruiting a third party to assume Purchaser's obligations under this Agreement.

**14. Representations, Warranties and Covenants.**

- a. General Representations and Warranties. Each Party represents and warrants to the other the following as of the Effective Date:
  - i. Such Party is duly organized, validly existing and in good standing under the laws of the jurisdiction of its formation; the execution, delivery and performance by such Party of this Agreement have been duly

authorized by all necessary corporate, partnership or limited liability company action, or by action of the Party's governing body, as applicable, and do not and shall not violate any law; and this Agreement is valid obligation of such Party, enforceable against such Party in accordance with its terms (except as may be limited by applicable bankruptcy, insolvency, reorganization, moratorium and other similar laws now or hereafter in effect relating to creditors' rights generally).

- ii. Such Party has obtained all licenses, authorizations, consents and approvals required by any Governmental Authority or other third party and necessary for such Party to own its assets, carry on its business and to execute and deliver this Agreement; and such Party is in compliance with all laws that relate to this Agreement in all material respects.
  - iii. There is no litigation, action, proceeding or investigation pending or, to the best of its knowledge, threatened before any court or other Governmental Authority by, against, affecting or involving any of its business or assets that could reasonably be expected to adversely affect its ability to carry out the transactions contemplated herein.
  - iv. No bankruptcy event has occurred and there are no proceedings pending or being contemplated by it or, to its knowledge, threatened against it which would result in a Bankruptcy Event.
  - v. Neither the execution and delivery of this Agreement by a Party nor the performance by a Party of any of its obligations under this Agreement conflicts with or will result in a material breach or default under any agreement or obligation to which such Party is a party or by which such Party is bound.
- b. **Purchaser's Representations, Warranties and Covenants.** Purchaser represents and warrants to Seller the following as of the Effective Date and covenants that throughout the Term:
- i. **Authority to Execute.** Purchaser has the full right, power, and authority to enter into this Agreement.
  - ii. **Accuracy of Information.** All information provided by Purchaser to Seller, as it pertains to Purchaser's estimated electricity requirements, is accurate in all material respects.
  - iii. **Purchaser Status.** Purchaser is not a public electric transmission and distribution utility or a public utility holding company and is not subject to regulation as a public utility or a public utility holding company.
  - iv. **No Pool Use.** No electricity generated by the System will be used to heat a swimming pool.
- c. Seller's Representations, Warranties and Covenants.
- i. **Authority to Execute.** Seller has the full right, power, and authority to enter into this Agreement.
  - ii. **Seller Status.** Seller is not a public utility or a public utility holding company and is not subject to regulation as a public utility or a public utility holding company.
  - iii. Seller warrants that the design of the System shall be suitable for use in a commercial operation for utility interconnection and shall be eligible to produce NEB credits pursuant to current Maine PUC rules.

## 15. **System Damage and Insurance.**

### a. **System Damage.**

- i. **Seller's Obligations.** If the System is damaged or destroyed, Seller shall promptly repair and restore the System to its pre-existing condition; provided, however, that if more than fifty percent (50%) of the System is destroyed during the last five (5) years of the Initial Term or during any Additional Term, Seller shall not be required to restore the System, but may instead terminate this Agreement, unless Purchaser agrees to pay for the cost of such restoration of the System.

### b. **Insurance Coverage.** At all times during the Term, Seller or Seller's Contractor, as applicable, shall maintain the following insurance:

- i. Property insurance on the System for the no less than 70 percent of the replacement cost thereof,

- ii. Commercial general liability insurance with coverage of at least \$1,000,000 per occurrence and \$2,000,000 annual aggregate,
  - iii. Employer's liability insurance with coverage of at least \$1,000,000, and
  - iv. Workers' compensation and automobile insurance as required by law.
- c. **Policy Provisions.** All insurance policies provided hereunder shall (i) contain a provision whereby the insurer agrees to give the party not providing the insurance (A) not less than ten (10) days written notice before the insurance is cancelled, or terminated as a result of non-payment of premiums, or (B) not less than thirty (30) days written notice before the insurance is otherwise cancelled or terminated, (ii) be written on an occurrence basis, and (iii) be maintained with companies either rated no less than A-VII as to Policy Holder's Rating in the current edition of A.M. Best's Insurance Guide or otherwise reasonably acceptable to the other party.
- d. **Certificates.** Upon Purchaser's request, Seller shall deliver to Purchaser certificates of insurance evidencing the above required coverage. Purchaser's receipt, review or acceptance of such certificate shall in no way limit or relieve the Seller of the duties and responsibilities to maintain insurance as set forth in this Agreement.
- e. **Deductibles.** Unless and to the extent that a claim is covered by an indemnity set forth in this Agreement, Seller shall be responsible for the payment of its own deductibles.

16. **Ownership.**

- a. **Ownership of System.** Throughout the Term (except as otherwise permitted in Sections 3 and 19), Seller shall be the legal and beneficial owner of the System at all times, including all Environmental Attributes, Environmental Incentives, and Tax Credits, and the System shall remain the personal property of Seller. Each of the Seller and Purchaser agree that the Seller (or the designated assignee of Seller permitted under Section 19) is the tax owner of the System and all tax filings and reports will be filed in a manner consistent with this Agreement. The System shall at all times retain the legal status of personal property as defined under Article 9 of the Uniform Commercial Code.

17. **Indemnification and Limitations of Liability.**

- a. **General.** To the greatest extent permitted by applicable law, each Party (the "**Indemnifying Party**") shall defend, indemnify and hold harmless the other Party, its parent, subsidiaries, and affiliates and their respective officers, directors, officials, agents and employees (collectively, the "**Indemnified Party**"), from and against all loss, damage, expense, liability and other claims, including court costs, costs of investigation, and reasonable attorneys' fees (collectively, "**Liabilities**") resulting from any third party claims relating to the material breach of any obligation, or material inaccuracy of any representation or warranty set forth in this Agreement and from third party claims related to the injury or death of persons, and damage to or loss of property to the extent caused by or arising out of the negligent acts or omissions of, or the willful misconduct of, the Indemnifying Party (or its contractors, agents or employees) in connection with this Agreement; provided, however, that nothing herein shall require the Indemnifying Party to indemnify the Indemnified Party for any Liabilities to the extent caused by or arising out of the negligent acts or omissions of, or the willful misconduct of, the Indemnified Party. This Section 17.a however, shall not apply to liability arising from any form of hazardous substances or other environmental contamination, such matters being addressed exclusively by Section 17.c.
- b. **Notice and Participation in Third Party Claims.** The Indemnified Party shall give the Indemnifying Party written notice with respect to any Liability asserted by a third party (a "**Claim**"), as soon as possible upon the receipt of information of any possible Claim or of the commencement of such Claim. The Indemnifying Party may assume the defense of any Claim, at its sole cost and expense, with counsel designated by the Indemnifying Party and reasonably satisfactory to the Indemnified Party. The Indemnified Party may, however, select separate counsel if both the Indemnified Party and the Indemnifying Party are defendants in the Claim and such defense or other form of participation is not reasonably available to the Indemnified Party. The Indemnifying Party shall pay the reasonable attorneys' fees incurred by such separate counsel until such time as the need for separate counsel expires. The Indemnified Party may also, at the sole cost and expense of the Indemnifying Party, assume the defense of any Claim if the Indemnifying Party fails to assume the defense of the Claim within a reasonable time. Neither Party shall settle any Claim covered by this Section 17.b unless it has obtained the prior written consent of the other Party, which consent shall not be unreasonably withheld or delayed. The Indemnifying Party shall have no liability under this Section 17.b for any Claim for which such notice is not provided if that failure to give notice prejudices the Indemnifying Party.

c. **Environmental Indemnification.** Seller shall indemnify, defend and hold harmless all Indemnified Parties from and against all Liabilities arising out of or relating to the existence at, on, above, below or near the Premises of any Hazardous Substance (as defined in Section 17.c.i) to the extent deposited, spilled or otherwise caused by Seller or any of its contractors or agents.

i. **“Hazardous Substance”** means any chemical, waste or other substance (A) which now or hereafter becomes defined as or included in the definition of “hazardous substances,” “hazardous wastes,” “hazardous materials,” “extremely hazardous wastes,” “restricted hazardous wastes,” “toxic substances,” “toxic pollutants,” “pollution,” “pollutants,” “regulated substances,” or words of similar import under any laws pertaining to the environment, health, safety or welfare, (B) which is declared to be hazardous, toxic, or polluting by any Governmental Authority, (C) exposure to which is now or hereafter prohibited, limited or regulated by any Governmental Authority, (D) the storage, use, handling, disposal or release of which is restricted or regulated by any Governmental Authority, or (E) for which remediation or cleanup is required by any Governmental Authority.

d. **Limitations on Liability.**

i. **No Consequential Damages.** Except with respect to indemnification for third party claims pursuant to this Section 17 and damages that result from the gross negligence or willful misconduct of a Party, neither Party nor its directors, officers, shareholders, partners, members, agents and employees, subcontractors or suppliers shall be liable for any indirect, special, incidental, exemplary, or consequential loss or damage of any nature arising out of their performance or non-performance hereunder even if advised of such. The Parties agree that (1) in the event that Seller is required to recapture any Tax Credits or other tax benefits as a direct result of a Default Event by Purchaser, such recaptured amount as is attributable to the Default Event shall be deemed to be direct and not indirect or consequential damages, and (ii) in the event that a Default Event causes a Party to lose the benefit of sales of such Environmental Attributes to third parties, the amount of such lost sales as is attributable to the Default Event shall be direct and not indirect or consequential damages.

ii. **Actual Damages.** Except with respect to indemnification for third party claims pursuant to Section 17 and damages that result from the grossly negligent or willful misconduct of, or fraud a Party, a that Party’s aggregate liability under this Agreement arising out of or in connection with the performance or non-performance of this Agreement shall not exceed the sum of Purchaser’s actual and projected payments during the Initial Term under this Agreement. The provisions of this Section 17.d.ii shall apply whether such liability arises in contract, tort (including negligence), strict liability or otherwise. Any action against Seller must be brought within one (1) year after the cause of action accrues.

18. **Force Majeure.**

a. **“Force Majeure”** means any event or circumstances beyond the reasonable control of and without the fault or negligence of the Party claiming Force Majeure. It shall include, without limitation, failure or interruption of the construction of the System or of the operation of the System or production, delivery or acceptance of electricity or electric-generating equipment due to: an act of god; war (declared or undeclared); sabotage; riot; insurrection; civil unrest or disturbance; military or guerilla action; terrorism; economic sanction or embargo; civil strike, work stoppage, slow-down, or lock-out; explosion; fire; earthquake; abnormal weather condition or actions of the elements; hurricane; flood; lightning; wind; drought; epidemic or pandemic (including unavailability of materials or labor resulting from an epidemic or pandemic); the binding order of any Governmental Authority (provided that such order has been resisted in good faith by all reasonable legal means); the failure to act on the part of any Governmental Authority (provided that such action has been timely requested and diligently pursued), utility grid outages, and acts, failure to act, or delay of action by the Utility with respect to interconnection of the System to the Utility’s transmission and distribution system, and failure of equipment not utilized by or under the control of the Party claiming Force Majeure. General economic hardship of either Party, general economic or energy market conditions shall not constitute an event of Force Majeure. The parties acknowledge that either Party’s, or both Parties’, ability to provide uninterrupted performance may be impacted as a direct consequence of the Covid-19 pandemic. To the extent that either Party is, or both Parties are, unable to perform as set forth in this Agreement as a direct result of the Covid-19 pandemic, the Parties will work in good faith to come up with mutually-agreeable workarounds. However, neither Party whose performance is suspended or terminated shall be in breach of any aspect of this Agreement, as a direct consequence of pandemic-related service issues that constitute a Force Majeure event.

b. Except as otherwise expressly provided to the contrary in this Agreement, if either Party is rendered wholly or partly unable to timely perform its obligations under this Agreement because of a Force Majeure event, that Party shall be

excused from the performance affected by the Force Majeure event (but only to the extent so affected) and the time for performing such excused obligations shall be extended as reasonably necessary; provided, however, that: (i) the Party affected by such Force Majeure event, as soon as reasonably practicable after obtaining knowledge of the occurrence of the claimed Force Majeure event, gives the other Party prompt oral notice, followed by a written notice reasonably describing the event; (ii) the suspension of or extension of time for performance is of no greater scope and of no longer duration than is required by the Force Majeure event; and (iii) the Party affected by such Force Majeure event uses all reasonable efforts to mitigate or remedy its inability to perform as soon as reasonably possible. Notwithstanding anything herein to the contrary, the obligation to make any payment due under this Agreement shall not be excused by a Force Majeure event that solely impacts Purchaser's ability to make payment.

- c. If a Party claims Force Majeure relief hereunder for an aggregate period of a total of one hundred and eighty (180) days or more within an eighteen (18) month period and prevents a material part of the performance by a Party hereunder, then at any time during the continuation of the Force Majeure event or thereafter, the Party not claiming the Force Majeure shall have the right to terminate this Agreement without fault or further liability to either Party (except for amounts accrued but unpaid).

## 19. Assignment and Financing.

- a. **Assignment.** This Agreement may not be assigned in whole or in part by either Party without the prior written consent of the other Party, which consent shall not be unreasonably withheld or delayed. Notwithstanding the foregoing, Seller may, without the prior written consent of Purchaser, (i) assign, mortgage, pledge or otherwise collaterally assign its interests in this Agreement and the System to any Financing Party or any affiliate thereof, (ii) directly or indirectly assign this Agreement and the System to an affiliate or subsidiary of Seller, (iii) assign this Agreement and the System to any entity providing financing or capital for the System and (iv) assign this Agreement and the System to any person succeeding to all or substantially all of the assets of Seller (provided that Seller shall be released from liability hereunder as a result of any of the foregoing permitted assignments only upon assumption of all of Seller's obligations hereunder by the assignee in writing delivered to the Purchaser). In the event of any such assignment, Seller shall be released from all its liabilities and other obligations under this Agreement to the extent the assignee assumes such obligations in writing delivered to Purchaser. Purchaser's consent to any other assignment shall not be unreasonably withheld if Purchaser has been provided with reasonable proof that the proposed assignee (x) has substantially comparable technical experience in operating and maintaining photovoltaic solar systems comparable to the System and providing services substantially comparable to those contemplated by this Agreement, and (y) has the financial capability to operate and maintain the System and provide the services contemplated by this Agreement in the manner required by this Agreement. This Agreement shall be binding on and inure to the benefit of the successors and permitted assignees; provided, however, that if Purchaser is dissolved or is no longer in existence for any reason, Purchaser shall be deemed to have no successor and this Agreement shall automatically terminate.
- b. **Financing.** The Parties acknowledge that Seller may obtain tax-equity, construction and/or long-term financing or other credit support from one or more Financing Parties. "**Financing Parties**" means person or persons providing tax-equity, construction and/or permanent financing to Seller in connection with construction, ownership, operation and maintenance of the System, or if applicable, mean any person to whom Seller has transferred the ownership interest in the System. Both Parties agree in good faith to consider and to negotiate changes or additions to this Agreement that may be reasonably requested by the Financing Parties provided, that such changes do not alter the fundamental economic terms of this Agreement. In connection with an assignment pursuant to Section 19.a(i)-(iv), Purchaser agrees to execute any consent, estoppel or acknowledgement in form and substance reasonably acceptable to such Financing Parties. If required by Seller's Financing Parties, Purchaser shall timely provide annual financial reports in form and substance reasonably acceptable to the Financing Party, provided however that such reports shall be subject to confidentiality and non-disclosure requirements as may be reasonably required by Purchaser.
- c. **Successor Servicing.** The Parties further acknowledge that in connection with any construction or long term financing or other credit support provided to Seller or its affiliates by Financing Parties, that such Financing Parties may require that Seller or its affiliates appoint a third party to act as backup or successor provider of operation and maintenance services with respect to the System and/or administrative services with respect to this Agreement (the "**Successor Provider**"). Purchaser agrees to accept performance from any Successor Provider so appointed so long as such Successor Provider performs in accordance with the terms of this Agreement.

## 20. Confidentiality and Publicity.

- a. **Confidentiality.** If either Party provides confidential information, including business plans, strategies, financial information, Purchaser's customer information with the Utility, proprietary, patented, licensed, copyrighted or

trademarked information, and/or technical information regarding the design, operation and maintenance of the System or of Purchaser's business ("**Confidential Information**") to the other, clearly designates such information as confidential upon transmittal to the receiving Party (with the exception of Purchaser's customer information transmitted directly by the Utility to Seller, which shall be treated as Confidential Information notwithstanding any failure on the part of Purchaser or Purchaser's Utility to designate it as such), and provides to the receiving Party a legal basis on which such designation is made, the receiving Party shall (a) protect, to the extent allowed by law, including without limitation the Maine Freedom of Access Act, Title 1 M.R.S. Chapter 13, the Confidential Information from disclosure to third parties with the same degree of care accorded its own confidential and proprietary information, and (b) refrain from using such Confidential Information, except in the negotiation and performance of this Agreement, including but not limited to obtaining financing for the System. Notwithstanding the above, a Party may provide such Confidential Information to its officials, officers, directors, members, managers, employees, agents, contractors and consultants (collectively, "**Representatives**"), and affiliates, lenders, and potential assignees of this Agreement (provided and on condition that such potential assignees be bound by a written agreement or legal obligation restricting use and disclosure of Confidential Information). Each such recipient of Confidential Information shall be informed by the Party disclosing Confidential Information of its confidential nature and shall be directed to treat such information confidentially and shall agree to abide by these provisions to the extent allowed by law. All Confidential Information shall remain the property of the disclosing Party and shall be returned to the disclosing Party or destroyed after the receiving Party's need for it has expired or upon the request of the disclosing Party, subject to applicable law including without limitation Maine's records retention laws and rules.

b. **Permitted Disclosures.** Notwithstanding any other provision in this Agreement, neither Party shall be required to hold confidential any information that (i) becomes publicly available other than through the receiving Party, (ii) is required to be disclosed to a Governmental Authority under applicable law or pursuant to a validly issued subpoena (but a receiving Party subject to any such requirement shall promptly notify the disclosing Party of such requirement to the extent permitted by applicable law), (iii) is independently developed by the receiving Party, (iv) becomes available to the receiving Party without restriction from a third party under no obligation of confidentiality, or (v) in the case of Purchaser, is required to be disclosed pursuant to applicable law, including without limitation the Maine Freedom of Access Act (1 M.R.S.A. §§ 400 et seq.). If disclosure of information is required pursuant to this Section 20.b, the disclosing Party shall, to the extent permitted by applicable law, notify the other Party of such required disclosure promptly upon becoming aware of such required disclosure.

21. **Goodwill and Publicity.** Neither Party shall use any name, trade name, service mark or trademark of the other Party in any promotional or advertising material without the prior written consent of such other Party, which consent shall not be unreasonably withheld, conditioned, or delayed. The Parties shall coordinate and cooperate with each other when making public announcements related to the execution and existence of this Agreement, and each Party shall have the right to promptly review, comment upon and approve any publicity materials, press releases or other public statements by the other Party that refer to, or that describe this Agreement. Neither Party shall make any press release or public announcement of the specific terms of this Agreement (except for filings or other statements or releases as may be required by applicable law) without the specific prior written consent of the other Party. Without limiting the generality of the foregoing, all public statements must accurately reflect the rights and obligations of the Parties under this Agreement, including the ownership of Environmental Attributes and Environmental Incentives and any related reporting rights.

## 22. **Miscellaneous Provisions**

a. **Choice of Law.** The law of the state of Maine shall govern this Agreement without giving effect to conflict of laws principles.

b. **Arbitration and Attorneys' Fees.** The Parties shall negotiate in good faith and attempt to resolve any dispute, controversy or claim arising out of or relating to this Agreement (a "Dispute") within thirty (30) days after the date that a Party gives written notice of such Dispute to the other Party. If, after such negotiation, the Dispute remains unresolved, and if the Parties mutually agree, Disputes arising in connection with or under this Agreement, may be finally resolved by binding arbitration administered by the American Arbitration Association under its Construction Industry Arbitration Rules/Fast Track Procedures. Unless otherwise agreed in writing by the Parties, any Dispute proceeding shall be held in Cumberland County, Maine. If binding arbitration is approved by both Parties in writing, any such decision rendered by the arbitrator shall be final, binding, and non-appealable. If the Parties agree, a mediator may be consulted prior to arbitration. The prevailing party in any dispute arising out of this Agreement shall be entitled to reasonable attorneys' fees and costs.

c. **Notices.** All notices under this Agreement shall be in writing and shall be by personal delivery, electronic mail, overnight courier, or regular, certified, or registered mail, return receipt requested, and deemed received upon personal

delivery, acknowledgment of receipt of electronic transmission, the promised delivery date after deposit with overnight courier, or five (5) days after deposit in the mail. Notices shall be sent to the person identified in this Agreement at the addresses set forth in this Agreement or such other address as either party may specify in writing. Each party shall deem a document emailed or electronically sent in PDF form to it as an original document.

- d. **Survival.** Provisions of this Agreement that should reasonably be considered to survive termination of this Agreement shall survive. For the avoidance of doubt, surviving provisions shall include, without limitation, Section 14 (Representations and Warranties), Section 8.f (No Other Warranty), Section 15.b (Insurance Coverage), Section 17 (Indemnification and Limits of Liability), Section 20 (Confidentiality and Publicity), Section 22.a (Choice of Law), Section 22.b (Arbitration and Attorneys' Fees), Section 22.c (Notices), Section 22.g (Non-Dedication of Facilities), Section 22.l (Service Contract), Section 22.m (No Partnership) Section 22.n (Full Agreement, Modification, Invalidity, Counterparts, Captions) and Section 22.p (No Third Party Beneficiaries).
- e. **Further Assurances.** Each of the Parties hereto agree to provide such information, execute and deliver any instruments and documents and to take such other actions as may be necessary or reasonably requested by the other Party which are not inconsistent with the provisions of this Agreement and which do not involve the assumptions of obligations other than those provided for in this Agreement, to give full effect to this Agreement and to carry out the intent of this Agreement.
- f. **Right of Waiver.** Each Party, in its sole discretion, shall have the right to waive, defer or reduce any of the requirements to which the other Party is subject under this Agreement at any time (other than with respect to and/or relating to the obligation to make any payment due under this Agreement); provided, however, that neither Party shall be deemed to have waived, deferred or reduced any such requirements unless such action is in writing and signed by the waiving Party. No waiver will be implied by any usage of trade, course of dealing or course of performance. A Party's exercise of any rights hereunder shall apply only to such requirements and on such occasions as such Party may specify and shall in no event relieve the other Party of any requirements or other obligations not so specified. No failure of either Party to enforce any term of this Agreement will be deemed to be a waiver. No exercise of any right or remedy under this Agreement by Purchaser or Seller shall constitute a waiver of any other right or remedy contained or provided by law. Any delay or failure of a Party to exercise, or any partial exercise of, its rights and remedies under this Agreement shall not operate to limit or otherwise affect such rights or remedies. Any waiver of performance under this Agreement shall be limited to the specific performance waived and shall not, unless otherwise expressly stated in writing, constitute a continuous waiver or a waiver of future performance.
- g. **Non-Dedication of Facilities.** Nothing herein shall be construed as the dedication by either Party of its facilities or equipment to the public or any part thereof. Neither Party shall knowingly take any action that would subject the other Party, or other Party's facilities or equipment, to the jurisdiction of any Governmental Authority as a public utility or similar entity. Neither Party shall assert in any proceeding before a court or regulatory body that the other Party is a public utility by virtue of such other Party's performance under this agreement. If Seller is reasonably likely to become subject to regulation as a public utility, then the Parties shall use all reasonable efforts to restructure their relationship under this Agreement in a manner that preserves their relative economic interests while ensuring that Seller does not become subject to any such regulation. If the Parties are unable to agree upon such restructuring, Seller shall have the right to terminate this Agreement without further liability, and Seller shall remove the System in accordance with Section 12 of this Agreement.
- h. **Estoppel.** Either Party hereto, without charge, at any time and from time to time, within ten (10) business days after receipt of a written request by the other party hereto, shall deliver a written instrument, duly executed, certifying to such requesting party, or any other person specified by such requesting Party: (i) that this Agreement is unmodified and in full force and effect, or if there has been any modification, that the same is in full force and effect as so modified, and identifying any such modification; (ii) whether or not to the knowledge of any such party there are then existing any offsets or defenses in favor of such party against enforcement of any of the terms, covenants and conditions of this Agreement and, if so, specifying the same and also whether or not to the knowledge of such party the other party has observed and performed all of the terms, covenants and conditions on its part to be observed and performed, and if not, specifying the same; and (iii) such other information as may be reasonably requested by the requesting Party. Any written instrument given hereunder may be relied upon by the recipient of such instrument, except to the extent the recipient has actual knowledge of facts contained in the certificate.
- i. **Capacity & Ancillary Services.** Seller shall be entitled to receive any payments for electric capacity (including savings in the form of reduced demand charges) or ancillary services that may become available as a result of the construction or operation of the System. Purchaser shall provide reasonable assistance to Seller in order for Seller to receive such payments, and if Purchaser is deemed to be the owner or provider of such capacity or services, Purchaser



shall assign the same to Seller, provided that Seller shall be responsible for the preparation and submission of any necessary applications or other documents. If Purchaser receives any payments in respect of capacity or such services it shall promptly pay them over to Seller.

- j. **No Resale of Bill Credits.** Except as contemplated by the provisions of this Agreement, the bill credits purchased by Purchaser from Seller under this Agreement shall not be resold, assigned or otherwise transferred to any other person without prior approval of the Seller, which approval shall not be unreasonably withheld, and Purchaser shall not take any action which would cause Seller to become a utility or public service company.
- k. **Parties are Not An Electric Utility.** Neither Party shall assert that the other Party is an electric utility or public service company or similar entity that has a duty to provide service, is subject to rate regulation, or is otherwise subject to regulation by any governmental authority as a result of such Party's obligations or performance under this Agreement. Neither Party shall take any action which would cause Purchaser or Seller to become an electric utility.
- l. **Service Contract.** The Parties intend this Agreement to be a "service contract" within the meaning of Section 7701(e)(3) of the Internal Revenue Code of 1986. Purchaser will not take the position on any tax return or in any other filings suggesting that it is anything other than a purchaser of bill credits generated by the System.
- m. **No Partnership.** No provision of this Agreement shall be construed or represented as creating a partnership, trust, joint venture, fiduciary or any similar relationship between the Parties. No Party is authorized to act on behalf of the other Party, and neither shall be considered the agent of the other. Seller and Purchaser shall each be independent contractors or independent parties and shall discharge their contractual obligations at their own risk.
- n. **Full Agreement, Modification, Invalidity, E-Signature, Counterparts, Captions.** This Agreement, together with any Exhibits, completely and exclusively states the agreement of the Parties regarding its subject matter and supersedes all prior proposals, agreements, or other communications between the Parties, oral or written, regarding its subject matter. This Agreement may be modified only by a writing signed by both Parties. If any provision of this Agreement is found unenforceable or invalid, such unenforceability or invalidity shall not render this Agreement unenforceable or invalid as a whole. In such event, such provision shall be changed and interpreted so as to best accomplish the objectives of such unenforceable or invalid provision within the limits of applicable law. This Agreement may be electronically signed in any number of separate counterparts and each counterpart shall be considered an original and together shall comprise the same Agreement. Electronic signatures shall be the same as handwritten signatures for the purposes of validity, enforceability and admissibility. The captions or headings in this Agreement are strictly for convenience and shall not be considered in interpreting this Agreement.
- o. **Forward Contract.** The transaction contemplated under this Agreement constitutes a "forward contract" within the meaning of the United States Bankruptcy Code, and the Parties further acknowledge and agree that each Party is a "forward contract merchant" within the meaning of the United States Bankruptcy Code.
- p. **No Third Party Beneficiaries.** Except for assignees, and Financing Parties permitted under Section 19, this Agreement and all rights hereunder are intended for the sole benefit of the Parties hereto and shall not imply or create any rights on the part of, or obligations to, any other Person.

**End of Exhibit 4**

## Community Solar Offerings for Residential Customers

In 2019, the Maine Legislature passed legislation to encourage the development of solar and other small renewable energy projects in the State. As a result, Maine has programs available that provide opportunities for both residential and non-residential customers to participate in these projects, including one that allow customers to share the costs and benefits of small solar or other types of renewable energy, sometimes referred to as “Community” projects. Under this program, participating customers receive kilowatt-hour (kWh) credits on their electric utility bill that reduce the amount of the payment owed to the utility, to the standard offer service provider, or, if applicable, to the customer’s competitive electricity provider.

### Differences between competitive electricity suppliers & community solar companies

	Competitive Electricity Supply	Community Solar
What do I get from this company?	This is your electricity supply – shown on the last page of your electricity bill.	Provides <u>kWh credits</u> on electricity bill. Applies credits only to kWh charges (not fixed or demand charges).
How do I pay my bill?	Typically paid through your monthly utility bill	Separate bill arrives 30-60 days after your monthly utility bill or paid through your monthly utility bill.
Who enforces consumer protections?	Public Utilities Commission (800) 452-4699	Attorney General (800) 436-2131

### Questions to ask the company to better understand the offer

Can you provide me with a copy of your disclosure form?

Am I getting \$ or kWh credit on my monthly electricity bill? (To get this answer, you may need to ask if the offer complies with the Public Utilities Commission’s Ch 312 or 313. The Office of the Public Advocate or the Public Utilities Commission can help you understand the response.)

When will the project come online? When will I start to receive credits?

Do I receive credit for a fixed amount or credit to match my monthly usage?

Will this facility always generate enough to cover my usage?

What happens if I move?

Do I need to have a smart meter to participate?

### Is this community solar company legitimate?

You can verify a company’s registration information here:

<https://apps.web.maine.gov/online/aevviewer/ME/9/list.html>

For more information, please visit [maine.gov/meopa](https://maine.gov/meopa)

Community solar is governed by [P.L. 2019 c. 478](#), [Chapter 312](#), & [Chapter 313](#) of PUC rules.

---

### A PUBLICATION OF THE OFFICE OF THE PUBLIC ADVOCATE

112 STATE HOUSE STATION | AUGUSTA, ME 04333-0112

207.624.3687 | TTY 711 | E-MAIL [opa@maine.gov](mailto:opa@maine.gov) | [MAINE.GOV/MEOPA](https://maine.gov/meopa)

# Memo

To: Board of Selectpersons  
From: Anthony Wilson, Town Manager  
Date: Feb. 16, 2021  
Re: Transfer Station concrete pad

---

The Transfer Station has for awhile now needed a concrete pad to serve as a sturdy foundation for its steel containers, which are used for storage. The Board on Jan. 19 indicated a willingness to issue a Request for Proposals for construction of the pad. Attached is the proposed RFP, which has been reviewed and recommended by the Transfer Station and Recycling Center Committee.

If the Board approves this RFP, we plan on sending it to all of the bidders and prospective bidders on the Transfer Station paving project, and advertising it on the Maine Municipal Association website, whose RFP listings are frequented by contractors. Our hope is to finish the pad before the paving project begins June 1. Hence the short turnaround on the RFP. Bids will be due March 8, which will allow the Transfer Station Committee to review the bids and make a recommendation at its meeting that night for the Selectboard's consideration on March 16.

**REQUEST FOR PROPOSALS FOR  
TRANSFER STATION CONCRETE PAD**

**I. INTRODUCTION**

The Town of Belgrade, Maine (hereinafter, the “Town”) is seeking sealed Proposals for pouring a concrete pad to support steel storage containers at its Transfer Station.

All Proposals are to be submitted in a sealed envelope clearly marked on the outside “Belgrade Transfer Station Paving.”

Completed proposals must be received at the Town Office, at the following address: 990 Augusta Road, Belgrade, Maine 04917, by noon on Monday, March 8, 2021.

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 Monday, March 8, 2020, in the conference room at the Town Office at 12:30 p.m.

Questions regarding this Request for Proposals should be directed to Anthony Wilson, Town Manager, at the address above or by email at [townmanager@townofbelgrade.com](mailto: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 five (5) 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 three (3) days prior to the scheduled opening of the proposals. Addenda issued later than three (3) 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 1.

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 1. 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.

Each proposer must visit the sites of services and inform itself of the conditions relating to the area in which the services shall be performed. Failure to do so will not relieve a successful proposer of its obligations to furnish all equipment, material and labor necessary to carry out the provisions of the agreement and to complete the contemplated work for the consideration set forth in this Request for Proposals. The Town disclaims any and all responsibility for injury to proposers, their agents or others while examining the work site or at any other time. Proposers are responsible for all of their costs in preparing and submitting proposals hereunder.

No Proposals may be withdrawn within a period of thirty (30) 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. SCOPE OF SERVICES**

The scope of services hereunder is described in the specifications attached hereto (hereinafter, the "Services.") The work should be completed prior to June 1, 2021.

## **III. PROPOSAL SUBMISSION REQUIREMENTS**

The proposal must include all materials, equipment and labor necessary to perform the Services and must state the name of the person(s) or entity(entities) owning the materials and equipment and/or providing the personnel that forms the basis for its proposal.

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.

## **IV. SELECTION CRITERIA**

Proposals will be evaluated based on the following criteria:

Understanding of, and familiarity with, the project (20%)

Prior experience with similar projects (20%)

Qualifications and experience of firm (25%)

Cost (25%)

References (10%)

**V. 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 thirty (30) 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

# Appendix A: Specifications

Job: Town of Belgrade - Transfer Station & Recycling Center Project No.: \_\_\_\_\_ Date: \_\_\_\_\_  
 Description: Concrete Pad Estimate Computed by: \_\_\_\_\_ Date: \_\_\_\_\_  
 Checked by: \_\_\_\_\_

DESCRIPTION	QTY	UNIT	UNIT COST	TOTAL	NOTES & ASSUMPTIONS
Mobilization	1	LS	\$	-	
<b>SITE WORK</b>					
Move and Re-set three trailers	1	LS	\$	-	Move trailers off work area. Place on finished slab once curing is complete
Common Excavation	50	CY	\$	-	Excavate and haul off top 12" of existing gravel
Perimeter Foundation Drains	120	LF	\$	-	Includes 4" perf. pipe and stone backfill
Woven Geotextile	150	SY	\$	-	Separation fabric between existing gravel and new gravel
6-inches new gravel	50	CY	\$	-	2"-minus spec gravel
6-inch Concrete Slab	1350	SF	\$	-	4,000 psi w/ air admixture, 6x6 WW mesh reinforcing in upper 3rd
<b>SUBTOTAL</b>			\$	-	
Contingency (10%)			\$	-	
<b>TOTAL</b>			\$	-	

Notes:  
 \* Existing gravel pad is approximately 32' wide by 42' long - 1,344 square

# Exhibit 1

## 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

During the performance of the Services, any material, prepared or assembled by the CONTRACTOR under this Agreement shall not be made available to any individual

or organization by the CONTRACTOR other than as called for herein without prior written authorization from the OWNER.

XV. EXTENT OF AGREEMENT

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

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

Witness                      OWNER  
By: \_\_\_\_\_

\_\_\_\_\_  
Town/City Manager  
CONTRACTOR

Witness                      By: \_\_\_\_\_  
\_\_\_\_\_  
Its \_\_\_\_\_



# Memo

To: Board of Selectpersons  
From: Anthony Wilson, Town Manager  
Date: Feb. 16, 2021  
Re: CFAS water filtration

---

After water tests at the Center for All Seasons showed uranium levels higher than the Environmental Protection Agency-approved standards, Bruce Galouch, the Town's contracted plumber, contacted a water filtration designer about the installation of equipment that would reduce the amount of the element in the facility's water. Attached is a cost estimate, not to exceed \$8,000. Generators of Maine has estimated the wiring costs at approximately \$500 (sight unseen). Bob the Plumber would acquire the materials and conduct the installation. The equipment will fit in the rec center's boiler room. Attached is some literature about that equipment. Mr. Galouch asked that you please email him any questions you have about this system in advance of the meeting so he can obtain answers. His address is [bobtheplumberme@gmail.com](mailto:bobtheplumberme@gmail.com).

The cost of this project could be funded from the Recreation capital reserve, which ended 2020 with a balance of \$118,769.

We have been using a water cooler with bottled water at the center since the test results. This is what the CDC says about uranium: "Most ingested uranium is eliminated from the body. However, a small amount is absorbed and carried through the bloodstream to the various organs. Studies show that elevated levels of uranium from any source, including drinking water, can increase a person's risk of kidney damage. The kidney is the most sensitive organ for damage by uranium. Over time, drinking water that contains uranium can increase a person's estimated lifetime risk of cancer. However, uranium is not likely to cause cancer since it is mildly radioactive and has not been found to cause cancer in either humans or animals, even at very high doses over long periods of time."

Levels in the two Dalton rental properties adjacent to the center measured slightly higher than EPA standards. As of this writing, Mr. Galouch has installed a below-sink filtration system in one of the homes, and is due to install the same system in the other home Feb. 12. Those costs can either be absorbed in the Dalton facilities maintenance budget or paid from the Dalton special revenue fund, which ended 2020 with a balance of \$26,682.

Mr. Galouch will be at the meeting to answer questions.

Bob The Plumber, Inc.  
964 Wings Mill Road  
Belgrade, ME 04917  
Phone/Fax (207) 495-2942  
Email: [bobtheplumberme@gmail.com](mailto:bobtheplumberme@gmail.com)

February 11, 2021

Town of Belgrade  
990 Augusta Road  
Belgrade, ME 04917  
Phone (207) 495-2258  
Fax (207) 495-2742  
[townmanager@townofbelgrade.com](mailto:townmanager@townofbelgrade.com)

RE: Center for All Seasons Uranium Filtration system

This job will entail installing two treatment systems installed parallel to each other. There will be a sewer pump installation to pump the back wash up into the utility room above bathrooms.

There will need to be a water test done after 30 days of installation of units. Then every 6 months thereafter.

Materials \$6,160.00  
Labor 1st person \$1,440.00  
Labor 2nd person \$400.00  
Total Material and Labor \$8,000.00

This is not to exceed price. Can be done with time and material and the town will benefit if there is a savings.

Thank you for your consideration. I have attached photos of the proposed system. Please feel free to contact us with any questions.

Bob The Plumber, Inc.



## Bayoxide® E33 Adsorption Media – Arsenic Reduction

Adedge Technologies' Bayoxide®E33 media is the industry standard for arsenic reduction that reduces up to 99% of total arsenic, including both arsenic (III) and arsenic (V). It is also effective in reducing other heavy metals such as lead, cadmium, chromium, antimony and molybdenum. This revolutionary new iron-based granular adsorption media has 4 to 10 times the capacity of many adsorption medias. Adedge's product is specifically designed for commercial and residential POE and small systems to meet the new EPA arsenic standard of 10 ppb. Developed in the mid-nineties, this ferric oxide-based product has been successfully used in large-scale drinking water applications since 1999. The new E33 media is discardable when spent and requires no chemicals or regeneration. It has become the premier product of choice for POE whole-house drinking water treatment systems for reliable, cost-effective, proven reduction of arsenic.

<ul style="list-style-type: none"> <li>✓ Removal of up to 99% of total Arsenic in water, including As (III) &amp; As (V) with no wasting of water.</li> </ul>	<ul style="list-style-type: none"> <li>✓ NSF 61 product listing (see AdEdge for listing site/product details)</li> <li>✓ Effective over broad water chemistry.</li> </ul>
<ul style="list-style-type: none"> <li>✓ Spent media discarded as non-hazardous household waste.</li> </ul>	<ul style="list-style-type: none"> <li>✓ Simple application for whole house POE applications for arsenic removal.</li> </ul>
<ul style="list-style-type: none"> <li>✓ Reliable performance, low maintenance</li> <li>✓ Adaptable add-on to water softening or other existing equipment.</li> </ul>	<ul style="list-style-type: none"> <li>✓ 2 - 2.5 times lighter than other iron-based media; easily backwashable; arsenic not released or discharged in backwash water.</li> </ul>
<ul style="list-style-type: none"> <li>✓ Effective for reducing lead, chromium, cadmium, molybdenum and antimony.</li> </ul>	<ul style="list-style-type: none"> <li>✓ Imparts no harmful chemicals into the treated product water.</li> <li>✓ No salt, chemicals or regeneration needed</li> </ul>

### TECHNICAL SPECIFICATIONS

E33 provides cost effective centralized arsenic treatment with a typical life of 2-3+years before replacement. The media exhibits high operating capacity across a wide range of pH, influent arsenic concentrations and flow rates. It is simple to apply in standard POE vessels with typical flow rates of 2-10 gallons per minute. Once the media is exhausted, E33 can be discarded as a non-hazardous waste (specific state requirements should be consulted). Media is easy to handle and can be stored and shipped dry.

Physical Properties	E33 Media
Matrix	Iron Oxide Composite
Physical Form	Dry granular media
Color	Amber
Particle Size Distribution	10x35 mesh
Moisture Content	< 15% by wt.
Packaged	Dry



Adedge Technologies, Inc.  
 5152 Belle Wood Court Suite A, Buford, GA 30518  
 Toll Free: (866) 8ADEDGE Fax: (678) 835-0057 www.adedgetechnologies.com



Notice: Information is believed to be reliable and is offered in good faith with no warranties or implied warranties or fitness for a particular use. Customer is responsible for determining whether use conditions and information in this document are appropriate for specific applications and for ensuring compliance with applicable laws and regulations.





# WHOLE HOUSE BACKWASHING FILTER



## Features

- Isobar III Control Valve
- Legacy View Bluetooth enabled control valve for advanced diagnostics and simplified set up
- Includes meter to provide water usage history
- Simple 9 volt battery back-up keeps electronic meter active and will motor control valve to shut off position if in regeneration during power failure
- Enpress® Vortech™ distributor plate - provides vigorous backwash with no gravel underbed needed
- Adjustable Cycle Times
- High Backwash flow capability
- Proprietary two valve bypass with 1" MNPT Connections
- Weather / Insect Resistant One-Piece Slide Cover
- Optional dome fill hole and closure
- Optional "natural" color
- No chemical regenerants required



General Specifications	G9LFM-3	G10LFM-3	G12LFM-3	G13LFM-3	G14LFM-3
Filtration <sup>1</sup>	<b>Less Filter Media</b>				
Filter Media Capacity (cu ft)	1.0	1.5	2.0	2.5	3.0
Mineral Tank (Vortech™)	9 X 48	10 X 54	12 X 52	13 X 54	13 X 65
Service Flow Rate - Continuous <sup>2</sup> (gpm)	4	5	6	8	9
Service Flow Rate - Intermittent <sup>2</sup> (gpm)	6	7	8	10	11
Backwash Flow Rate <sup>3</sup> (gpm)	5.0	5.0	6.0	7.0	7.0
Gallons Used / Backwash	100	100	120	140	140
Space Required	9 X 9 X 56	10 X 10 X 62	12 X 12 X 60	13 X 13 X 62	13 X 13 X 74
Approximate Shipping Weight (lbs)	27	32	35	40	49

Note 1: See "Filter Media" section for selection of proper media for your filtration application.

Note 2: Use of a flow control in the Service Line is highly recommended.

Note 3: Caution should always be used in sizing filters! Always choose a unit by first satisfying the Backwash requirement. Consult the factory or your field sales person with questions.

WaterSoft

710 Orange St, Ashland, OH 44805 | PH. 419.289.1500 | FAX 419.289.1515 | www.watersoftinc.com

**A / P Warrant**

Warrant 17

Jrnl	Check	Month	Invoice Description	Reference	Amount	Encumbrance
Description			Account	Proj		
<b>00289 AUGUSTA FUEL CORP.</b>						
0070	20936	02	LAKES FD HEATING		5876249	
LAKES FD HEATING			E 13-06-20-05		223.75	0.00
			FACILITIES / FD:LAKES - SERVICES / HEATING			
			<b>Invoice Total-</b>		<b>223.75</b>	
0070	20936	02	8 DALTON PROPERTY HEATING		5875511	
8 DALTON PROPERTY HEATING			E 13-11-20-05		298.51	0.00
			FACILITIES / DALTON - SERVICES / HEATING			
			<b>Invoice Total-</b>		<b>298.51</b>	
0070	20936	02	CFAS PROPANE		5876772	
CFAS PROPANE			E 13-02-20-05		39.75	0.00
			FACILITIES / CFAS - SERVICES / HEATING			
			<b>Invoice Total-</b>		<b>39.75</b>	
0070	20936	02	MAIN GARAGE HEATING		5876773	
MAIN GARAGE HEATING			E 13-04-20-05		74.79	0.00
			FACILITIES / GARAGE - SERVICES / HEATING			
			<b>Invoice Total-</b>		<b>74.79</b>	
0070	20936	02	CFAS PROPANE		5879554	
CFAS PROPANE			E 13-02-20-05		27.31	0.00
			FACILITIES / CFAS - SERVICES / HEATING			
			<b>Invoice Total-</b>		<b>27.31</b>	
0070	20936	02	TOWN OFFICE HEATING		5869512	
TOWN OFFICE HEATING			E 13-14-20-05		613.33	0.00
			FACILITIES / TOWN OFFICE - SERVICES / HEATING			
			<b>Invoice Total-</b>		<b>613.33</b>	
			<b>Vendor Total-</b>		<b>1,277.44</b>	
<b>00346 AUGUSTA TOOL RENTAL</b>						
0070	20937	02	BRUSH CHIPPER		142908	
BRUSH CHIPPER			E 10-01-20-06		310.00	0.00
			PUBLIC WORKS / ROADS-GM - SERVICES / RENTALS			
			<b>Vendor Total-</b>		<b>310.00</b>	
<b>00118 B&amp;B EMBROIDERY</b>						
0070	20938	02	FACE MASKS, JACKET		46061	
FACE MASKS, JACKET			E 15-05-30-08		220.02	0.00
			SOLID WASTE / WASTE - SUPPLIES / CLOTHING			
			<b>Vendor Total-</b>		<b>220.02</b>	
<b>00238 BAKER &amp; TAYLOR BOOKS # 510486</b>						
0070	20939	02	BOOKS AND PERIODICALS		5016556375	
BOOKS AND PERIODICALS			E 30-01-30-09		305.70	0.00
			LIBRARY / LIBRARY - SUPPLIES / BOOKS			
			<b>Vendor Total-</b>		<b>305.70</b>	
<b>00263 BOB THE PLUMBER, INC.</b>						
0070	20940	02	10 DALTON REVERSE OSMOSIS		4645	
10 DALTON REVERSE OSMOSIS			E 13-11-35-06		500.00	0.00
			FACILITIES / DALTON - REPAIRS / PLUMBING			
			<b>Invoice Total-</b>		<b>500.00</b>	
0070	20940	02	UNSTUCK WATER FEEDER		4646	
UNSTUCK WATER FEEDER			E 13-02-35-06		60.00	0.00
			FACILITIES / CFAS - REPAIRS / PLUMBING			
			<b>Invoice Total-</b>		<b>60.00</b>	
0070	20940	02	THERMOSTAT PROGRAMMING		4644	
THERMOSTAT PROGRAMMING			E 13-02-35-07		517.60	0.00
			FACILITIES / CFAS - REPAIRS / HEATING			

Warrant 17

Jrnl	Check	Month	Invoice Description	Reference	Amount	Encumbrance
Description			Account	Proj		
				<b>Invoice Total-</b>	<b>517.60</b>	
				<b>Vendor Total-</b>	<b>1,077.60</b>	
<b>00386 BOUNDTREE MEDICAL</b>						
0070	20941	02	EMERGENCY BACKPACK	83928195		
EMERGENCY BACKPACK			E 05-05-30-07		245.98	0.00
			PUBLIC SAFTY / FD/ RSC DEPT - SUPPLIES / EMS			
				<b>Invoice Total-</b>	<b>245.98</b>	
0070	20941	02	TOURNIQUET, OXIMETER	83933347		
TOURNIQUET, OXIMETER			E 05-05-30-07		394.18	0.00
			PUBLIC SAFTY / FD/ RSC DEPT - SUPPLIES / EMS			
				<b>Invoice Total-</b>	<b>394.18</b>	
0070	20941	02	RESPIRATOR,BL PRESS UNIT	83939963		
RESPIRATOR,BL PRESS UNIT			E 05-05-30-07		539.11	0.00
			PUBLIC SAFTY / FD/ RSC DEPT - SUPPLIES / EMS			
				<b>Invoice Total-</b>	<b>539.11</b>	
				<b>Vendor Total-</b>	<b>1,179.27</b>	
<b>00000 BRAD PENDLETON</b>						
0070	20942	02	HOSE WASHER MOUNT			
HOSE WASHER MOUNT			E 05-05-40-04		615.00	0.00
			PUBLIC SAFTY / FD/ RSC DEPT - PURCHASES / EQUIPMENT			
				<b>Vendor Total-</b>	<b>615.00</b>	
<b>00116 BROMAR, INC</b>						
0070	20943	02	NOTECARDS, LETTERHEAD	29515		
NOTECARDS, LETTERHEAD			E 01-10-30-03		359.00	0.00
			GEN'L GOV. / ADMIN - SUPPLIES / OFFICE			
				<b>Vendor Total-</b>	<b>359.00</b>	
<b>00376 CARDMEMBER SERVICES</b>						
0070	20945	02	CLOTHING	8726		
CLOTHING			E 05-05-30-08		126.58	0.00
			PUBLIC SAFTY / FD/ RSC DEPT - SUPPLIES / CLOTHING			
				<b>Invoice Total-</b>	<b>126.58</b>	
0070	20945	02	SHIPPING BOOTS BACK	3370		
SHIPPING BOOTS BACK			E 05-05-30-01		12.25	0.00
			PUBLIC SAFTY / FD/ RSC DEPT - SUPPLIES / POSTAGE			
				<b>Invoice Total-</b>	<b>12.25</b>	
0070	20945	02	SAFETY GLASSES 3 PAIR	2683 COVID		
SAFETY GLASSES 3 PAIR			E 05-05-30-07		134.97	0.00
			PUBLIC SAFTY / FD/ RSC DEPT - SUPPLIES / EMS			
				<b>Invoice Total-</b>	<b>134.97</b>	
0070	20945	02	STANDING DESKS	9517		
2 STANDING DESKS			E 01-10-30-04		373.81	0.00
			GEN'L GOV. / ADMIN - SUPPLIES / OPERATING			
				<b>Invoice Total-</b>	<b>373.81</b>	
0070	20945	02	ADOBE SUBSCRIPTION	9493, 5648		
ADOBE SUBSCRIPTION			E 01-10-20-07		31.62	0.00
			GEN'L GOV. / ADMIN - SERVICES / CONTRACTED			
				<b>Invoice Total-</b>	<b>31.62</b>	
0070	20945	02	STAMPS	0108		
STAMPS			E 01-10-30-01		55.00	0.00
			GEN'L GOV. / ADMIN - SUPPLIES / POSTAGE			
				<b>Invoice Total-</b>	<b>55.00</b>	
0070	20945	02	COMPUTER MONITOR	9440		
COMPUTER MONITOR			E 01-10-30-04		174.90	0.00

Warrant 17

Jrnl	Check	Month	Invoice Description	Reference	Amount	Encumbrance
Description			Account	Proj		
GEN'L GOV. / ADMIN - SUPPLIES / OPERATING						
				<b>Invoice Total-</b>	<b>174.90</b>	
0070	20945	02	STAMPS	2884		
STAMPS			E 01-10-30-01		33.00	0.00
GEN'L GOV. / ADMIN - SUPPLIES / POSTAGE						
				<b>Invoice Total-</b>	<b>33.00</b>	
0070	20945	02	STAMPS	0225		
STAMPS			E 01-10-30-01		55.00	0.00
GEN'L GOV. / ADMIN - SUPPLIES / POSTAGE						
				<b>Invoice Total-</b>	<b>55.00</b>	
0070	20945	02	INK FOR PRINTER	1174		
INK FOR PRINTER			E 12-01-30-04		94.82	0.00
CEMETERY / CEMETERY - SUPPLIES / OPERATING						
				<b>Invoice Total-</b>	<b>94.82</b>	
0070	20945	02	FACILITES&OFFICE CLEANING	3977		
FACILITES&OFFICE CLEANING			E 13-01-40-04		39.94	0.00
FACILITIES / GENERAL - PURCHASES / EQUIPMENT						
FACILITES&OFFICE CLEANING			E 01-10-30-10		21.92	0.00
GEN'L GOV. / ADMIN - SUPPLIES / CLEANING						
				<b>Invoice Total-</b>	<b>61.86</b>	
0070	20945	02	WATER TESTING	0189		
CFAS			E 13-02-20-08		125.00	0.00
FACILITIES / CFAS - SERVICES / WATER QUALTY						
8 DALTON			E 13-11-20-08		125.00	0.00
FACILITIES / DALTON - SERVICES / WATER QUALTY						
10 DALTON			E 13-11-20-08		125.00	0.00
FACILITIES / DALTON - SERVICES / WATER QUALTY						
TOWN OFFICE			E 13-14-20-08		125.00	0.00
FACILITIES / TOWN OFFICE - SERVICES / WATER QUALTY						
				<b>Invoice Total-</b>	<b>500.00</b>	
0070	20945	02	CFAS DRINKING WATER	0862		
CFAS DRINKING WATER			E 25-30-30-05		56.72	0.00
RECREATION / REC PROGRAMS - SUPPLIES / FOOD/WATER						
				<b>Invoice Total-</b>	<b>56.72</b>	
0070	20945	02	EXT CORD, RAGS, DEHUMIDI	2471		
EXT CORD, RAGS, DEHUMIDI			E 13-08-35-08		264.00	0.00
FACILITIES / FD:NB - REPAIRS / BUILDING						
EXT CORD, RAGS, DEHUMIDI			E 13-06-35-08		102.88	0.00
FACILITIES / FD:LAKES - REPAIRS / BUILDING						
				<b>Invoice Total-</b>	<b>366.88</b>	
0070	20945	02	CERTIFIED MAIL FORECLOSUR	7120		
CERTIFIED MAIL FORECLOSUR			E 01-10-30-01		6.95	0.00
GEN'L GOV. / ADMIN - SUPPLIES / POSTAGE						
				<b>Invoice Total-</b>	<b>6.95</b>	
0070	20945	02	SNACKS FOR KIDS	6656		
SNACKS FOR KIDS			E 25-30-30-05		62.69	0.00
RECREATION / REC PROGRAMS - SUPPLIES / FOOD/WATER						
				<b>Invoice Total-</b>	<b>62.69</b>	
0070	20945	02	BUSINESS CARDS	0713		
BUSINESS CARDS			E 25-30-30-03		39.44	0.00
RECREATION / REC PROGRAMS - SUPPLIES / OFFICE						
				<b>Invoice Total-</b>	<b>39.44</b>	
0070	20945	02	FACE MASKS,PENS,FOLDERS	7283		
FACE MASKS,PENS,FOLDERS			E 25-30-30-03		39.28	0.00
RECREATION / REC PROGRAMS - SUPPLIES / OFFICE						

Warrant 17

Jrnl	Check	Month	Invoice Description	Reference	Amount	Encumbrance
Description			Account	Proj		
				<b>Invoice Total-</b>	<b>39.28</b>	
				<b>Vendor Total-</b>	<b>2,225.77</b>	
<b>00000 E. CARRRIER SHELIVING LLC</b>						
0070	20946	02	DEPOT STATION SHELIVING	17951		
DEPOT STATION SHELIVING			E 13-07-35-08		602.00	0.00
			FACILITIES / FD:DEPOT - REPAIRS / BUILDING			
				<b>Vendor Total-</b>	<b>602.00</b>	
<b>00641 EATON PEABODY</b>						
0070	20947	02	GARDNER COMM APP	574076		
GARDNER COMM APP			E 01-10-15-02		759.00	0.00
			GEN'L GOV. / ADMIN - PROFESSIONAL / LEGAL			
				<b>Invoice Total-</b>	<b>759.00</b>	
0070	20947	02	AUDIT LETTER RESPONSE	574976		
AUDIT LETTER RESPONSE			E 01-10-15-02		135.00	0.00
			GEN'L GOV. / ADMIN - PROFESSIONAL / LEGAL			
				<b>Invoice Total-</b>	<b>135.00</b>	
				<b>Vendor Total-</b>	<b>894.00</b>	
<b>00000 EMERGENCY SERVICES MARKETING CORP., INC</b>						
0070	20948	02	ONE YEAR SUBSCRIPTION	21-10007		
ONE YEAR SUBSCRIPTION			E 05-05-14-07		860.00	0.00
			PUBLIC SAFTY / FD/ RSC DEPT - MEMBERSHIP / FD			
				<b>Vendor Total-</b>	<b>860.00</b>	
<b>00403 FIRE SERVICE COMPLIANCE ASSOCIATES</b>						
0070	20949	02	COMPLIANCE MANUALS			
COMPLIANCE MANUALS			E 05-05-15-06		1,300.00	0.00
			PUBLIC SAFTY / FD/ RSC DEPT - PROFESSIONAL / SAFETY			
				<b>Vendor Total-</b>	<b>1,300.00</b>	
<b>00139 FIRE TECH &amp; SAFETY</b>						
0070	20950	02	4" DELUGE	193082		
4" DELUGE			E 05-05-40-04		1,100.00	0.00
			PUBLIC SAFTY / FD/ RSC DEPT - PURCHASES / EQUIPMENT			
				<b>Vendor Total-</b>	<b>1,100.00</b>	
<b>00147 FRIENDS OF BELGRADE LAKES</b>						
0070	20951	02	2018 INTEREST LIGHTS ACT	LIGHTS ACCOUNT		<b>*** SEPARATE ***</b>
2018 INTEREST LIGHTS ACT			E 05-25-99-99		3,094.78	0.00
			PUBLIC SAFTY / STREET LIGHT - EXPENSE / EXPENSE			
				<b>Invoice Total-</b>	<b>3,094.78</b>	
0070	20952	02	2020 INTEREST LIGHTS ACT	LIGHTS ACCOUNT		<b>*** SEPARATE ***</b>
2020 INTEREST LIGHTS ACT			E 05-25-99-99		1,343.26	0.00
			PUBLIC SAFTY / STREET LIGHT - EXPENSE / EXPENSE			
				<b>Invoice Total-</b>	<b>1,343.26</b>	
0070	20953	02	VLLAGE LIGHTS PAY RETURN			<b>*** SEPARATE ***</b>
VLLAGE LIGHTS PAY RETURN			E 05-25-99-99		7,872.80	0.00
			PUBLIC SAFTY / STREET LIGHT - EXPENSE / EXPENSE			
				<b>Invoice Total-</b>	<b>7,872.80</b>	
0070	20954	02	2021 INTEREST			<b>*** SEPARATE ***</b>
2021 INTEREST			E 05-25-99-99		44.12	0.00
			PUBLIC SAFTY / STREET LIGHT - EXPENSE / EXPENSE			
				<b>Invoice Total-</b>	<b>44.12</b>	
				<b>Vendor Total-</b>	<b>12,354.96</b>	
<b>00008 FULLER, GARY R.</b>						
0070	20955	02	MILEAGE REIMBURSEMENT 140	1/30-2/5/21		



Warrant 17

Jrnl	Check	Month	Invoice Description	Reference	Amount	Encumbrance
Description			Account	Proj		
MILEAGE REIMBURSEMENT	140		E 01-20-20-02		61.60	0.00
			GEN'L GOV. / CODE ENFORCE - SERVICES / TRANSPORTATI			
<b>Vendor Total-</b>					<b>61.60</b>	
<b>00009 HAMMOND LUMBER COMPANY</b>						
0070	20956	02	3" PVC COUPLING	4068865		
3" PVC COUPLING			E 13-01-30-04		1.59	0.00
			FACILITIES / GENERAL - SUPPLIES / OPERATING			
<b>Invoice Total-</b>					<b>1.59</b>	
0070	20956	02	KNIFE BLADE, PAINTER TOOL	4089996		
KNIFE BLADE, PAINTER TOOL			E 13-01-40-04		56.75	0.00
			FACILITIES / GENERAL - PURCHASES / EQUIPMENT			
<b>Invoice Total-</b>					<b>56.75</b>	
<b>Vendor Total-</b>					<b>58.34</b>	
<b>00077 HARRIS COMPUTER SYSTEMS</b>						
0070	20957	02	TRIO YEARLY MAINT	TRIMN0000015		
TRIO YEARLY MAINT			E 01-10-46-02		15,698.66	0.00
			GEN'L GOV. / ADMIN - LICENSES / HARRIS			
<b>Invoice Total-</b>					<b>15,698.66</b>	
0070	20957	02	CLERKS MODULE	TRIMN0000050		
CLERKS MODULE			E 01-10-46-02		602.31	0.00
			GEN'L GOV. / ADMIN - LICENSES / HARRIS			
<b>Invoice Total-</b>					<b>602.31</b>	
<b>Vendor Total-</b>					<b>16,300.97</b>	
<b>00391 HARRY J. SMITH COMPANY</b>						
0070	20958	02	FIRE TRUCK MAINT.	1/27/2021		
FIRE TRUCK MAINT.			E 05-05-35-04		12.50	0.00
			PUBLIC SAFTY / FD/ RSC DEPT - REPAIRS / FIRE TRUCKS			
<b>Vendor Total-</b>					<b>12.50</b>	
<b>00000 INCLUSION SOLUTIONS LLC</b>						
0070	20959	02	CARRYING BAG SNEEZEGUARD	141424		
SNEEZE GUARD			E 01-35-30-04		148.00	0.00
			GEN'L GOV. / ELECTIONS - SUPPLIES / OPERATING			
<b>Vendor Total-</b>					<b>148.00</b>	
<b>00267 IRVING OIL CORPORATION</b>						
0070	20960	02	FACILITIES FUEL	33815798		
FACILITIES FUEL			E 13-01-30-02		323.46	0.00
			FACILITIES / GENERAL - SUPPLIES / FUEL			
<b>Invoice Total-</b>					<b>323.46</b>	
0070	20960	02	FACILTIES FUEL	33815800		
FACILTIES FUEL			E 13-01-30-02		192.39	0.00
			FACILITIES / GENERAL - SUPPLIES / FUEL			
<b>Invoice Total-</b>					<b>192.39</b>	
0070	20960	02	FACILITES FUEL	33772630		
FACILITES FUEL			E 13-01-30-02		347.83	0.00
			FACILITIES / GENERAL - SUPPLIES / FUEL			
<b>Invoice Total-</b>					<b>347.83</b>	
<b>Vendor Total-</b>					<b>863.68</b>	
<b>00550 KYOCERA</b>						
0070	20961	02	COPIER INSTALLATION	5SL2054489		
COPIER INSTALLATION			E 05-05-14-07		361.00	0.00
			PUBLIC SAFTY / FD/ RSC DEPT - MEMBERSHIP / FD			
<b>Invoice Total-</b>					<b>361.00</b>	

Warrant 17

Jrnl	Check	Month	Invoice Description	Reference	Amount	Encumbrance
Description			Account	Proj		
0070	20961	02	NEW COPIER	5SL2054490		
NEW COPIER			E 13-06-35-08		799.00	0.00
			FACILITIES / FD:LAKES - REPAIRS / BUILDING			
			<b>Invoice Total-</b>		<b>799.00</b>	
			<b>Vendor Total-</b>		<b>1,160.00</b>	
<b>00638 LEAF</b>						
0070	20962	02	COPIER CONTRACT	11517543		
COPIER CONTRACT			E 01-10-20-14		139.74	0.00
			GEN'L GOV. / ADMIN - SERVICES / COPIER			
			<b>Vendor Total-</b>		<b>139.74</b>	
<b>00250 LEIGHTON SIGNWORKS</b>						
0070	20963	02	STREET SIGNS	9070		
STREET SIGNS			E 10-01-30-04		374.50	0.00
			PUBLIC WORKS / ROADS-GM - SUPPLIES / OPERATING			
			<b>Vendor Total-</b>		<b>374.50</b>	
<b>00296 LIFESAVERS, INC</b>						
0070	20964	02	AED STANDARD BATTERY	191159		
AED STANDARD BATTERY			E 05-05-30-07		132.76	0.00
			PUBLIC SAFTY / FD/ RSC DEPT - SUPPLIES / EMS			
			<b>Vendor Total-</b>		<b>132.76</b>	
<b>00002 MAINE MUNICIPAL ASSOCIATION</b>						
0070	20965	02	MMA MEMBERSHIP	1000371267		
MMA MEMBERSHIP			E 01-10-14-01		5,227.00	0.00
			GEN'L GOV. / ADMIN - MEMBERSHIP / MMA			
			<b>Vendor Total-</b>		<b>5,227.00</b>	
<b>00582 MAINE TECHNOLOGY GROUP</b>						
0070	20966	02	IT SUPPORT	25707		
IT SUPPORT			E 01-10-15-03		192.50	0.00
			GEN'L GOV. / ADMIN - PROFESSIONAL / IT SUPPORT			
			<b>Invoice Total-</b>		<b>192.50</b>	
0070	20966	02	MONTHLY IT CONTRACT	25614		
MONTHLY IT CONTRACT			E 01-10-15-03		1,052.50	0.00
			GEN'L GOV. / ADMIN - PROFESSIONAL / IT SUPPORT			
			<b>Invoice Total-</b>		<b>1,052.50</b>	
			<b>Vendor Total-</b>		<b>1,245.00</b>	
<b>00057 MAINEGENERAL MEDICAL CENTER</b>						
0070	20967	02	PHARMACY CHARGES	CI00000436		
PHARMACY CHARGES			E 05-05-30-07		81.69	0.00
			PUBLIC SAFTY / FD/ RSC DEPT - SUPPLIES / EMS			
			<b>Vendor Total-</b>		<b>81.69</b>	
<b>00041 MAINETODAY MEDIA</b>						
0070	20968	02	FORCLOSURE ADVERTISING	320712		
FORCLOSURE ADVERTISING			E 01-10-20-03		359.60	0.00
			GEN'L GOV. / ADMIN - SERVICES / ADVERTISING			
			<b>Vendor Total-</b>		<b>359.60</b>	
<b>00000 MG AUTOMOTIVE SERVICES</b>						
0070	20969	02	CHARGER RANGER, REP TRAIL	10017		
TRUCK CHARGER RANGER			E 05-05-35-04		90.00	0.00
			PUBLIC SAFTY / FD/ RSC DEPT - REPAIRS / FIRE TRUCKS			
FIXING TIRE TRAILER			E 05-05-35-04		173.00	0.00
			PUBLIC SAFTY / FD/ RSC DEPT - REPAIRS / FIRE TRUCKS			
			<b>Vendor Total-</b>		<b>263.00</b>	

Warrant 17

Jrnl	Check	Month	Invoice Description	Reference	Amount	Encumbrance
Description	Account	Proj				
<b>00256 MODERN PEST SERVICES</b>						
0070	20970	02	CFAS PEST CONTROL	4637037		
CFAS PEST CONTROL	E 13-02-20-12				68.00	0.00
			FACILITIES / CFAS - SERVICES / PEST CONTROL			
			Invoice Total-		68.00	
0070	20970	02	NBCC PEST CONTROL	4637036		
NBCC PEST CONTROL	E 13-03-20-12				54.00	0.00
			FACILITIES / NBCC - SERVICES / PEST CONTROL			
			Invoice Total-		54.00	
			Vendor Total-		122.00	
<b>00570 NAPA AUTO PARTS</b>						
0070	20971	02	BATTERY CABLE SANDER	174246		
BATTERY CABLE SANDER	E 13-01-30-04				14.98	0.00
			FACILITIES / GENERAL - SUPPLIES / OPERATING			
			Vendor Total-		14.98	
<b>00000 PERKINS THOMPSON</b>						
0070	20972	02	SANDY COVE APPEAL	126489		
SANDY COVE APPEAL	E 01-10-15-02				877.50	0.00
			GEN'L GOV. / ADMIN - PROFESSIONAL / LEGAL			
			Vendor Total-		877.50	
<b>00676 PINE TREE WASTE</b>						
0070	20973	02	GARAGE TOILET	1016100		
GARAGE TOILET	E 13-04-20-06				75.00	0.00
			FACILITIES / GARAGE - SERVICES / RENTALS			
			Vendor Total-		75.00	
<b>00003 REGISTRY OF DEEDS</b>						
0070	20974	02	3 DISCHARGES			
3 DISCHARGES	E 01-10-47-01				57.00	0.00
			GEN'L GOV. / ADMIN - FEES / DISCHARGE			
			Vendor Total-		57.00	
<b>00385 RJD APPRAISAL</b>						
0070	20975	02	FEB ASSESSING SERVICES	2/1/2021		
FEB ASSESSING SERVICES	E 01-10-15-04				2,166.66	0.00
			GEN'L GOV. / ADMIN - PROFESSIONAL / ASSESSING			
			Vendor Total-		2,166.66	
<b>00698 RUNYON KERSTEEN OUELLETTE</b>						
0070	20976	02	YEARLY AUDIT SERVICE	39594		
YEARLY AUDIT SERVICE	E 01-10-15-01				8,200.00	0.00
			GEN'L GOV. / ADMIN - PROFESSIONAL / AUDIT			
			Vendor Total-		8,200.00	
<b>00612 SPECTRUM ENTERPRISE</b>						
0070	20977	02	TOWN OFFICE INTERNET	084051401020121		
TOWN OFFICE INTERNET	E 01-10-20-01				123.88	0.00
			GEN'L GOV. / ADMIN - SERVICES / COMMUNICATIO			
			Vendor Total-		123.88	
<b>00424 STEVENS, JASON</b>						
0070	20978	02	1 TON 15.5HRS	01/10/2021		
1 TON 15.5HRS	E 10-01-20-06				942.55	0.00
			PUBLIC WORKS / ROADS-GM - SERVICES / RENTALS			
			Invoice Total-		942.55	
0070	20978	02	1TON, LABOR	1/17/2021		
1TON, LABOR	E 10-01-20-06				98.55	0.00

Warrant 17

Jrnl	Check	Month	Invoice Description	Reference	Amount	Encumbrance
Description			Account	Proj		
PUBLIC WORKS / ROADS-GM - SERVICES / RENTALS						
<b>Invoice Total-</b>					<b>98.55</b>	
0070	20978	02	1 TON, CHAINSAW	1/24/2021		
1TON 11HRS			E 10-01-20-06		668.91	0.00
PUBLIC WORKS / ROADS-GM - SERVICES / RENTALS						
CHAINSAW 17 HRS			E 10-01-20-06		473.62	0.00
PUBLIC WORKS / ROADS-GM - SERVICES / RENTALS						
<b>Invoice Total-</b>					<b>1,142.53</b>	
0070	20978	02	1TON,CHAINSAW	01/31/2021		
1TON 16HRS			E 10-01-20-06		972.96	0.00
PUBLIC WORKS / ROADS-GM - SERVICES / RENTALS						
CHAINSAW 8HRS			E 10-01-20-06		445.76	0.00
PUBLIC WORKS / ROADS-GM - SERVICES / RENTALS						
<b>Invoice Total-</b>					<b>1,418.72</b>	
<b>Vendor Total-</b>					<b>3,602.35</b>	
<b>00209 TOWN OF ROME</b>						
0070	20979	02	EXCISE TAX RETURN			
EXCISE TAX RETURN			R 01-13		9,832.96	0.00
GEN'L GOV. - EXCISE - MV						
<b>Vendor Total-</b>					<b>9,832.96</b>	
<b>00048 TREASURER, STATE OF MAINE</b>						
0070	20980	02	PLUMBING PERMITS 2			
PLUMBING PERMITS			G 1-211-00		47.50	0.00
GEN'L FUND / PLUMB. PERM.						
<b>Vendor Total-</b>					<b>47.50</b>	
<b>00242 TREASURER, STATE OF MAINE</b>						
0070	20981	02	CFAS WATER TEST	HTL020321100000		
CFAS WATER TEST			E 25-30-20-08		20.00	0.00
RECREATION / REC PROGRAMS - SERVICES / WATER QUALTY						
<b>Vendor Total-</b>					<b>20.00</b>	
<b>00178 WARREN BROTHERS</b>						
0070	20982	02	PLOWING CONTRACT	2/18/2021		
PLOWING CONTRACT			E 10-10-20-07		26,162.34	0.00
PUBLIC WORKS / PLOW & SAND - SERVICES / CONTRACTED						
<b>Vendor Total-</b>					<b>26,162.34</b>	
<b>00013 WASTE MANAGEMENT OF</b>						
0070	20983	02	CFAS DUMPSTER	2035784-2080-4		
CFAS DUMPSTER			E 13-02-20-06		87.42	0.00
FACILITIES / CFAS - SERVICES / RENTALS						
<b>Vendor Total-</b>					<b>87.42</b>	
<b>00369 WB MASON CO, INC</b>						
0070	20984	02	LIBRARY SHELVING			<b>*** SEPARATE ***</b>
LIBRARY SHELVING			R 30-02		3,034.40	0.00
LIBRARY - KING GRANT						
<b>Invoice Total-</b>					<b>3,034.40</b>	
0070	20985	02	MONITOR CABLE	217373510		
MONITOR CABLE			E 01-10-30-04		4.79	0.00
GEN'L GOV. / ADMIN - SUPPLIES / OPERATING						
<b>Invoice Total-</b>					<b>4.79</b>	
<b>Vendor Total-</b>					<b>3,039.19</b>	
<b>00393 WITMER PUBLIC SAFETY GROUP</b>						
0070	20986	02	WATERPROOF BOOTS	E2036172		
WATERPROOF BOOTS			E 05-05-30-08		141.98	0.00

**A / P Warrant**

Warrant 17

Jrnl	Check	Month	Invoice Description	Reference	Encumbrance
Description	Account	Proj	Amount	Encumbrance	
PUBLIC SAFTY / FD/ RSC DEPT - SUPPLIES / CLOTHING					
			<b>Vendor Total-</b>	<b>141.98</b>	
00421 YANKEE COMMUNICATIONS					
0070	20987	02	TOWER REPAIRS	INV21-0160	
TOWER REPAIRS			E 05-05-35-21	1,199.00	0.00
PUBLIC SAFTY / FD/ RSC DEPT - REPAIRS / TOWER					
			<b>Vendor Total-</b>	<b>1,199.00</b>	
			<b>Prepaid Total-</b>	<b>0.00</b>	
			<b>Current Total-</b>	<b>106,878.90</b>	
			<b>EFT Total-</b>	<b>0.00</b>	
			<b>Warrant Total-</b>	<b>106,878.90</b>	

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

- MELANIE JEWELL, SELECTPERSON CHAIR \_\_\_\_\_
- RICHARD W. DAMREN, JR., V. CHAIR \_\_\_\_\_
- DANIEL NEWMAN, SELECTPERSON \_\_\_\_\_
- ERNST MERCKENS, SELECTPERSON \_\_\_\_\_
- KATHLEEN WALL, SELECTPERSON \_\_\_\_\_
- M. ANTHONY WILSON, TOWN MANAGER \_\_\_\_\_

# Memo

To: Board of Selectpersons  
From: Anthony Wilson, Town Manager  
Date: Feb. 16, 2021  
Re: Town Manager's report

---

Absentee voting in the **Town Meeting** election begins Friday, Feb. 19, and continues through March 16. We have posted all of the Town Meeting materials, including an application for mailed ballots, at [townofbelgrade.com/townmeeting](http://townofbelgrade.com/townmeeting). The Communications Committee is hosting an online Community Conversation at 6:30 p.m. Wednesday, Feb. 17, during which Town Moderator Jay Bradshaw will ask Selectboard members Melanie Jewell and Rick Damren, and myself questions about the warrant articles. The Communications Committee will also host a Selectboard candidates forum at 6:30 p.m. March 3. Links for those online events are available at [townofbelgrade.com/communityconversations](http://townofbelgrade.com/communityconversations).

We are publicizing the April 1 deadline to apply for a **property tax exemption**, including the homestead exemption. All exemption applications are posted at [townofbelgrade.com/exemptions](http://townofbelgrade.com/exemptions).

I am working on **updates of our planning ordinances** to ensure appeals of CEO-issued permits go to the Appeals Board and appeals of Planning Board decisions are filed in Superior Court. That will streamline the appeals process and reduce the Town's legal costs. I will soon bring the updates for your review.

I am also working on updates to our **investment policy**, after which we can craft a Request for Qualifications for investment management. If you have specific issues you would like to see addressed in the policy, please contact me.

The initial discussion of the group of citizens that will work on a recommendation for a **first-responders memorial** will occur via Zoom next Tuesday night. The group includes: Mac Stocco, Fire Chief Dan MacKenzie, Michial Heino, Kate Damren, Penny Morrell, Lani Carlson, Bruce Galouch, Phil Sprague and Fred Perkins. Selectman Merckens and I collaborated on a flag policy. The proposed policy reads, "The Town of Belgrade will fly only the American and Maine state flags on its flagpoles, at its facilities and properties, and from flag holders it is authorized to use. The Belgrade Fire and Rescue Department may continue to fly fire service flags (red fields with a gold maltese cross) at its stations. This policy

does not apply to the graves at Town of Belgrade cemeteries.” I will work with Selectboard Chair Jewell to schedule a discussion of this on a future agenda.