

Town of Belgrade
Board of Selectpersons Agenda

July 19, 2022 / 6:30 p.m.
Belgrade Town Office
990 Augusta Road

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

Call to order and Pledge of Allegiance

PUBLIC COMMENT

OLD BUSINESS

1. Review of the July 5, 2022 & July 11, 2022, Selectboard Meeting Minutes.
2. Discussion with All State Materials Group about the over-run of the East-West Lane shimming
3. Maine DOT Belgrade Cooperative Agreement Revised-Belgrade Water System Agreement

NEW BUSINESS

1. Stuart McConnell – Library Board of Trustees – New Appointment
2. Belgrade Historical Society – Storage Facility
3. Board of Parks & Recreation
 - a. Parking Issues – Local Businesses
 - b. Revision of Rental Forms
 - c. Event Signs – Follow-up
4. Amendments to the Town of Belgrade Commercial Development Review Ordinance
5. Request to purchase a place a bench in Belgrade Lakes Village
6. Discussion of creating a facilities maintenance committee -
7. Interim Town Manager
8. Town Office Closure –July 27, 1-4 p.m. Trio will be moving everything over to the Town's new server
9. Town of Rome – Registrations from September 6th – 16th
10. **WARRANT**

TOWN MANAGER REPORT

Updates & Announcements:

- August 6 – CFAS – Fire & Rescue Association Bean Hole Dinner – 5-7 pm
- Seasonal Residents Meeting – August 10th, 6:30 p.m., Center for All Seasons

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

memo

RE: Minutes – July 5th & July 11th

**Town of Belgrade
Board of Selectpersons**

July 5, 2022 / 6:30 p.m.

Belgrade Town Office

990 Augusta Road

This meeting can be watched at

<https://youtube/Fw0LIEIVhxw>

PUBLIC HEARING/M I N U T E S

Ms. Jewell called the meeting to order at 6:30 pm and led the Pledge of Allegiance.

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

In-person Attendees: Interim Town Manager, Dennis Keschl, Bruce Galouch

Remote Attendees: Nicolas Alexander, Mary Vogel, Phil Sprague

Ms. Jewell called the meeting to order at 6:30 p.m. and led the Pledge of Allegiance.

PUBLIC HEARING

Ms. Allen motioned to open the public hearing on the franchise renewal agreement between the Town of Belgrade and Charter Communications. Ms. Johnson seconded the motion. 5/0 Ms. Allen motioned to close the public hearing. Ms. Johnson seconded the motion. 5/0 Ms. Allen motioned to open the Select Board Meeting. Ms. Johnson seconded the motion 5/0 Ms. Jewell made a motion to approve the renewal of the franchise agreement between the Town of Belgrade and Charter Communications as presented for a ten (10) year contract. Ms. Allen seconded the motion. 5/0

- 1. PUBLIC COMMENT – Bruce Galouch, transfer St. committee, budget committee. & Cemetery committee member noted the Center For all Season's parking lot was being used by business owners, which did not allow for CFAS patrons to park near the building. This discussion will be on the next agenda with the adjacent businesses to be invited to the meeting.**

Linda Bacon, Board of Parks & Recreation Chairperson requested the Select Board review the application for rental of the recreational facilities at their next regularly scheduled meeting on July 19th. She indicated there was some language regarding non-profit status that required immediate attention. The BPR will review all

recreation policies and submit their proposed revisions to the board later date. Ms. Bacon noted this is a busy time of year for both herself and the recreation director.

In addition, Ms. Bacon requested the town consider purchasing permanent event signs, with funds from the recreation reserve account. These signs could be flipped up when events are taking place. She requests three for Rt. 27 and one for the West Road. This request will be placed on the July 19th agenda.

Select Board member, Ms. Johnson, requested a letter be sent to the Belgrade Lakes Region Business Group thanking them for the July 4th events.

2. OLD BUSINESS

A. Approval of, June 20th, June 21st, & June 22nd, June 29, 2022, Selectboard Meeting Minutes.

- Ms. Jewell motioned to approve the June 20, 2022; minutes as presented. Mr. Newman seconded the motion. 5/0
- No motion was made to approve the June 21st, 2022, minutes; but Board voted 5/0 to approve.
- Ms. Jewell motioned to approve the June 22nd, 2022, minutes. Ms. Johnson seconded the motion. 5/0
- Ms. Allen motioned to approve the June 29, 2022, minutes. Ms. Johnson seconded the motion. 5/0

B. Approval of the Town of Belgrade **harassment and sexual harassment policy/committee application**.

Ms. Allen made a motion to approve of the Town of Belgrade Harassment and Sexual Harassment Policy & Application. Ms. Johnson seconded the motion. 5/0

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

Ms. Allen motioned to table the agenda item with All State until more information is available. Ms. Johnson seconded the motion. 5/0

3. NEW BUSINESS

1.Appointments:

- a. Peter Sargent – Planning Board Renewal – Ms. Jewell made a motion to approve the reappointment of Peter Sargent to the Planning Board. Mr. Damren seconded the motion. 5/0

- b. Stuart McConnell – Library Board of Trustees – New Appointment – Ms. Jewell made a motion to table the appointment of Stuart McConnell to the Belgrade Library Board of Trustees. Ms. Johnson seconded the motion. 5/0
- c. Appointment of Interim ACO – Dexter Bridges – Ms. Johnson made a motion to appoint Dexter Bridges as Interim ACO for the Town of Belgrade until 12/31/2022 for the same rate of pay as the former ACO. Ms. Jewell seconded the motion. 5/0

2. Resignations

a. George Seel, Mary Vogel & Kathi Wall – Comprehensive Plan Committee

George Seel - Ms. Jewell made a motion to accept the resignation of George Seel with regret. Ms. Johnson seconded the motion. 5/0

Mary Vogel - Ms. Jewell made a motion to accept the resignation of Mary Vogel with regret. Ms. Allen seconded the motion. 5/0

Kathi Wall – Ms. Jewell made a motion to accept the resignation of Kathi Wall with regret. Ms. Johnson seconded the motion. 5/0

Interim Town Manager, Dennis Keschl, will send letters the Comprehensive Plan Committee members thanking them for their service to the town.

3. Set Mil Rate for Taxes – Ms. Jewell made a motion to approve the mil rate of 15.38 as recommended by the assessor. Ms. Allen seconded the motion. 5/0
4. Legislative Policy Committee Ballot – Ms. Allen made a motion to approve Courtney Allen, City Council for Augusta to the ballot. Ms. Johnson seconded the motion. 5/0
5. Warrant – Ms. Johnson motioned to approve Municipal Warrant #74 for \$1,062,514.02. Ms. Allen seconded the motion. 5/0
6. Town Manager Updates:
- Seasonal Residents Meeting – August 10th, 2022, at 6:30 p.m. at the Center for All Seasons
 - The Town LRAP certification has come in
 - BHS on the next agenda, possible usage Dalton Garage for storage
 - DOL Violation Update
 - He will draft and RFP to finish the garage, vinyl siding, doors, insulation & roofing

- Deb Nichols lifetime certification clerk- Town Manager will draft letter of congratulations on her accomplishment.

Ms. Allen motioned to recess at 7:58 p.m. Ms. Johnson seconded the motion. 5/0

Executive Session: 1 M.R.S.A. § 405 (6)(A) – Personnel Matter

The Board entered executive session at 8:01 p.m., exited executive session at 8:31 p.m. and adjourned at 8:32 p.m.

**Town of Belgrade
Board of Selectpersons**

July 11, 2022 / 6:30 p.m.

Belgrade Town Office

990 Augusta Road

Minutes

The Board of Selectpersons met for an Executive session. Opened meeting at 6:30 p.m. entered executive session pursuant to 1 M.R.S.A. § 405 (6) (A) for a personnel matter. Exited executive session at 8:59 p.m. Adjourned 8:32 p.m.

Personnel – No decision was made

memo

RE: Discussion with All States Materials Group about the overages of the East-West Lane shimming

In your books:

- Adjustment proposal letter from All State – July 13
- Letter of notice of overage of tonnage – May 23
- Chip Seal Agreement
- Town of Belgrade, Maine Contract Bid Specifications Latex modified chip seal



All States Construction, Inc.
All States Materials Group®

699 Main Street
Richmond, ME 04357
207-295-7590
www.asmg.com

July 13, 2022

RE: East-West Lane Shim

Dear Dennis,

I have met with Ron Simbari to see what additional adjustment we may do to the overall cost of the shim work completed on East-West Lane. We concluded that All States Construction will deduct an additional \$1,500.00 off the final bill to further reduce the impact on the Town's budget. By doing so, the Town is only being charged for the additional asphalt-material placed, not for the services/labor performed. This adjustment equates to \$6,837.71 over the original estimated \$30,853.20 cost for the shim work.

We sincerely hope this additional adjustment is ultimately acceptable by the Town and that it is perceived as All States Construction's commitment to customer satisfaction.

Respectfully,

Doug

Doug Fowler, Maine Sales



All States Construction, Inc.
All States Materials Group®

699 Main Street
Richmond, ME 04357
207-295-7590
www.asmg.com

May 23, 2022

Dear Anthony,

As I brought to your attention earlier today, the quantity of pavement required to shim the East-West Lane exceeded the estimated 280 tons by 90.81 tons (370.81 tons total). Unfortunately, it is common for this to happen as calculating the overall tonnage required on a roadway in rough shape is very difficult. In this case, the overage was in result of the paving operation adjusting for the wheel rutting within the roadway. The depth of the rutting and its location made it problematic to hold a $\frac{3}{4}$ " variable average-depth. Our experienced crew did their best to keep the overage as minimal as possible without compromising the overall quality of the project.

All States Construction values our relationship with the Town of Belgrade and understands the impact that going over budget on a project may have on any town. Therefore, to help offset this additional cost, we have reviewed our overall costs of the project and have adjusted the per ton price by $-\$4.50$ through absorbing and distributing our fixed costs among the total tons. This equates to $\$8,337.71$ over the original estimated $\$30,853.20$ cost for the shim work.

I hope this explanation clarifies the turn of events and is acceptable by the Town. Of course, upon your request, I am available to meet with you, Jason, and/or the Selectboard at any time as your schedule permits to discuss this matter in more detail. Please do not hesitate to reach out to me.

Most sincerely,

Doug

Doug Fowler, Maine Sales

CHIP-SEAL AGREEMENT

THIS AGREEMENT is made this _____ day of May, 2022 by and between the Town of Belgrade, a municipal corporation existing under the laws of the State of Maine and located in the County of Kennebec, State of Maine (hereinafter "OWNER") and All State Materials Group (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 titled:

Request for Bid, 2022 Latex Modified Chip Seal, Belgrade, Maine, issued under date of April 20, 2022, by Anthony Wilson, Town/City Manager and shall do so in accordance with the Contractor's Proposal dated May 4, 2022, 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.~~ *Plus Contract includes escalation in a unit price bid.*

III. COMPLETION OF SERVICES/COMPLETION DATE

The Services to be performed under this Agreement shall be commenced by August 11th 2022 and substantially completed on or before Aug. 31, 2022. 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 \$112,701.68 (the "Contract Price"). **Plus escalation as per bid specs*

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: Dennis Keschl, Interim Town Manager

Town of Belgrade
990 Augusta Road
Belgrade, Maine 40917

TO CONTRACTOR:

All States Asphalt Inc
325 Amherst Rd
Sunderland MA 03175

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

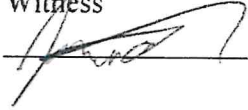
During the performance of the Services, any material, prepared or assembled by the CONTRACTOR under this Agreement shall not be made available to any individual or organization by the CONTRACTOR other than as called for herein without prior written authorization from the OWNER.

XV. EXTENT OF AGREEMENT

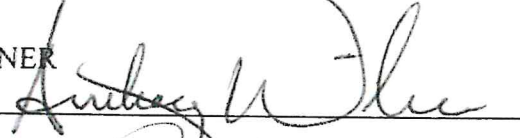
This Agreement (and the documents attached hereto and hereby incorporated into this Agreement) represent(s) the entire and integrated Agreement between OWNER and the CONTRACTOR and supersedes all prior negotiations, representations, or agreements, either written or oral. This Agreement may be amended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



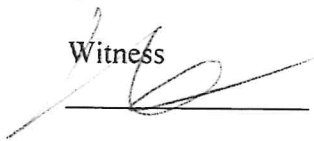
OWNER

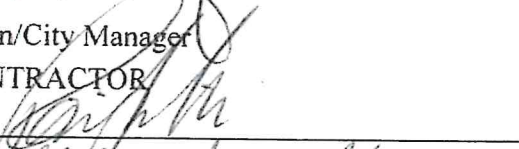
By: 

Town/City Manager

CONTRACTOR

Witness



By: 

Its Maine Area Manager

April 20, 2022

From: Anthony Wilson
Town Manager, Town of Belgrade

Subject: Request for Bid
2022 Latex Modified Chip Seal
Belgrade, Maine

The Town of Belgrade is seeking qualified bidders for Latex Modified Chip Seal. Please include with your bid complete warranty information and proposed start date. The following specifications detail the design and extent of the proposed work. To be considered, potential bidders must complete the enclosed bid form and return it to the following address before 4:30 p.m. Wednesday, May 4, 2022.

“Chip Seal Project”
Attention: Anthony Wilson
Town of Belgrade
990 Augusta Road
Belgrade, ME 04917

Bids received will be opened at the Belgrade Town Office, 990 Augusta Road, on Friday, May 6, 2022, at 8:30 a.m. The Town will award the bid within 15 business days of bid opening. The Town reserves the right to reject any or all bids at its discretion.

All questions regarding this bid shall be directed to Anthony Wilson, Town Manager, Town of Belgrade at townmanager@townofbelgrade.com and/or 207-495-2258.

Town of Belgrade, Maine Contract Bid Specifications Latex Modified Chip Seal

Description

The Contractor shall furnish and place latex modified emulsion and aggregate cover on an approved base in accordance with the Contract Documents and in reasonably close conformity with the lines, grades, thicknesses and typical cross sections shown on the plans or otherwise established. The Cold/Hot Mix Asphalt overlay or shim shall have **30 days** minimum to cure. This specification specifies the requirements for materials, manufacture, and application of latex modified emulsion with aggregate cover, and shall consist of an application of hot latex modified emulsified asphalt and followed immediately with an aggregate cover material meeting the requirements of this specification.

Materials

Materials shall meet the requirements specified in State of Maine Standard Specification 2002, Section 700 – Materials; and the following additional requirements:

Asphalt Cement

State of Maine Standard Specification 2002, Section 702 – subsection 702.03, and 703.204

Liquid asphalt grades for the latex modified emulsion shall meet the requirements for CRS-2, RS-2, each modified with 2% latex. All asphalt grades shall conform to AASHTO M208 or M140 as applicable. The asphalt grade selected shall be based on laboratory testing by the asphalt liquid supplier.

Latex Additive

The latex additive shall be in conformance with the requirements of Table 1 of this specification. The latex modifier shall be added and co-milled at the emulsion facility, and complete, balanced blending shall be required. Samples of the emulsion and latex blend shall be supplied to the Town or Municipality for testing if requested.

Table 1

<u>Property</u>	<u>Anionic</u>	<u>Cationic</u>
Monomer Ratio (Butadiene/Styrene)	(76+/- 2/24 +/- 2)	(76+/- 2/24 +/-2)
Solids (min %)	67	63
Solids (min lbs/gal)	5.2	4.8
Coagulum max. (80 mesh screen)	0.1 %	0.1 %
pH of Latex	9.5 – 10.5	4.0 – 5.5
Brookfield Visc, (Model RTV, #3 spindle at 20 rpm)	250-2000	250-2000
0.075 mm, (#200)	0 – 2%	0 – 2%

Aggregate

State of Maine Standard Specification 2002, Section 703 – subsection 703.07
Aggregates for HMA Pavements

Aggregates shall conform to State of Maine Standard Specification 2002, section
703.07, and Table 2 of this specification.

Aggregates shall conform to ASTM D5821 for 0.3 to < 3.0 ESAL traffic levels.
Aggregates shall be from quarried, washed stone sources. Crushed gravel
sources may be permitted at the option of the Town or Municipality. Double chip
seals shall require ½" aggregate (for the first application) meeting MDOT
specifications and shall be <2% on the #200 sieve.

Table 2

<u>Sieve Size</u>	<u>% Passing – Nominal Size</u>
	<u>9.5 mm. (3/8")</u>
15.8 mm, (5/8")	100%
12.5 mm, (1/2")	100%
9.5 mm, (3/8")	85 – 100%
4.75 mm, (#4)	0 – 30%
2.36 mm, (#8)	0 – 5%
0.075 mm, (#200)	0 – 2.0%

The maximum material passing the 0.075mm (#200) sieve shall not exceed 2% using a washed gradation for each maximum aggregate size designated.

Material Testing

A minimum of 30 days prior to start of construction the Contractor shall send a representative sample of the proposed aggregate to the latex modified asphalt supplier for compatibility testing. Materials shall be tested for the cement type, grading, asphalt application rates, aggregate stripping, and asphalt adhesion to the stone. All test results shall be forwarded to the Town or Municipality prior to work commencing.

EQUIPMENT

Distributor Truck

Large projects may require two pressure-type bituminous distributor trucks. The distributor shall be equipped with an internal heating device capable of heating the latex modified material evenly up to a maximum of 185°F. The distributor shall have adequate pressure devices and suitable manifolds to provide constant positive cut-off to prevent dripping from the nozzles. The distributor shall be equipped with an electronically controlled computerized compensation unit for controlling application rates at various width and speed changes. The application unit shall have electronic controls and a digital readout installed and operated from the inside of the cab of the distributor. The distribution bar on the distributor shall be a fully circulating type. Any distributor that produces a streaked or irregular distribution of the material shall be promptly repaired or removed from the project.

Distributor equipment shall include a tachometer, pressure gauges, volume measuring devices, and a thermometer for reading temperature of tank contents. It shall be so constructed that uniform applications may be made at the specified rate recommended by the asphalt supplier, per square yard with a tolerance of plus or minus 0.03 gal. / sq. yd.

Hauling Equipment

Trucks for hauling cover material shall be rear discharge, conventional dumping haul units, or conveyor-fed or "live bottom" trucks, and shall be equipped with a device to lock onto the hitch at the rear of the chip spreader to prevent aggregate spillage.

Sufficient number, and size, of haul units will be required to enable continuous operation of the distributor and chip spreader.

Aggregate Spreader

The aggregate spreader shall be hydrostatically driven and self-propelled. It must be equipped with an adjustable head that is capable of spreading stone in widths from 4.5 to 14 feet. The spreader shall be mounted on pneumatic tires, and shall apply the stone on the road surface in a manner that ensures the tires do not contact the road surface until after the stone has been applied. The unit shall be equipped with an electronic radar-type sensor used to measure ground speed and will automatically adjust the stone application rate depending on width of application and the speed of chip spreader.

It shall have the ability to apply stone on any grade from 0 - 6%. The spreader shall be equipped with an integral hopper with a minimum capacity of 5 tons of stone which shall be filled by trucks in a manner which ensures the truck tires never come in contact with asphalt treated road surfaces until the stone has been properly applied. To maintain constant stone application, a self-locking truck hitch will permit towing of aggregate trucks without stopping the chip spreader. It will be capable of maintaining positive engagement over irregular terrain.

Pneumatic-Tired Roller

One (1) self-propelled, multiple-wheel, pneumatic-tired rollers shall be used and shall weigh between 6 and 12 tons, each roller shall have a total compacting width of at least 56 inches, have a minimum tire pressure of 60 psi.

Steel-Wheel Roller

One (1) self-propelled, 2-axle (tandem) steel-wheel roller shall be used and shall weigh between 8 and 12 tons and be equipped with scrapers. Combination pneumatic and steel drum-type rollers are acceptable, as one unit only.

CONSTRUCTION PROCEDURES

Preparation

Potholes, other areas of pavement failure, and major depressions in the existing pavement surface shall be repaired by the Contractor with asphalt concrete. A leveling course shall be placed on planed, milled or existing surface by the owner, if required. Immediately prior to application of the emulsion, the surface shall be thoroughly cleaned by sweeping by the Contractor. The Contractor shall be responsible for covering all utility irons just prior to application of emulsion and uncovering utilities after aggregate is spread.

Seasonal and Weather Limitations

The latex modified emulsion and aggregate cover shall not be applied between **September 1 and June 1**, or when weather conditions are unfavorable to obtaining a uniform chip spread and retention. Construction shall proceed only when the atmospheric temperature is at least 50°F, and rising. No moisture shall be present on the roadway surface.

Application

The latex emulsion shall be applied at a temperature of, and not to exceed, 140°F to 185°F, at a rate of 0.40 to 0.45 gallons per square yard. The exact rate will be determined by the aggregate properties, latex modified emulsion supplier, traffic volume, and pavement condition.

Longitude joints shall be reasonably true to line and parallel to centerline. Where any construction joint occurs, the edges shall be broomed back and blended so there are no gaps and the elevations are the same, and free from ridges and depressions. Longitudinal joints shall be overlapped from 4 to 6 inches.

During application, adequate provision shall be made to prevent marring and discoloration of adjacent pavements, structures, vehicles, foliage or personal property.

Aggregate Application

The application of aggregate shall follow as close as possible behind the application of the emulsion which shall not be spread further in advance of the aggregate spread that can be immediately covered. Construction equipment or other vehicles shall not drive on the uncovered emulsion.

The aggregate shall be spread uniformly by a self-propelled spreader at a rate of spread determined by the latex modified emulsion supplier and contractor, generally between 20 to 35 pounds per square yard. Any deficient areas shall be covered with additional material.

Rolling

A minimum of two (2) rollers shall be used for aggregate seating into the emulsion. One roller must be pneumatic-tired and one must be steel-wheel. Rolling shall commence immediately following the spread of aggregate. There shall be at least three coverages by the pneumatic-tired roller to embed the aggregate particles firmly into the emulsion. Coverage shall be as many passes as are necessary to cover the entire width being spread with one pass being one movement of a roller in either direction. Additional coverage of the steel-wheel roller will follow.

Sweeping

When the maximum amount of aggregate has been embedded into the emulsion and the emulsion has set, all loose material shall be swept or otherwise removed. This will be done at a time and in a manner which will not displace any embedded aggregate or damage the emulsion layer. Additional sweeping of the treated surface may be required by the Town or Municipality after a 48-hour curing period. Pre- and post-sweeping of the treated areas will be the responsibility of the Contractor.

Traffic Control

Traffic control shall be provided by the **CONTRACTOR** (including flaggers), and shall be in accordance with the latest version of the MUTCD. Payment for all labor, materials and equipment required for proper traffic control shall be considered incidental to the chip seal item.

**Project Description & Location
Latex Modified Chip Seal**

<u>Road Name</u>	<u>Project Description</u>	<u>Length(miles)</u>
Minot Hill Road	Latex Modified Chip Seal	1.10
East-West Lane	Latex Modified Chip Seal	0.60

Tabulation of Bids

Submit all bids by 4:30 p.m. Wednesday, May 4, 2022. The winning bid will be based on all items being quoted and total contract bid amount.

Each town reserves the right to reject any and all bids with or without respect to price or any other matter.

BELGRADE PROJECT 1

Minot Hill Road	Mix type	Estimated SY	Cost per SY	Item \$\$ Total \$\$
Single Latex Modified Chip Seal	3/8"	12,906 SY		
Minot Hill Road Total =				

BELGRADE PROJECT 2

East-West Lane	Mix type	Estimated SY	Cost per SY	Item \$\$ Total \$\$
Single Latex Modified Chip Seal	3/8"	7,040 SY		
East-West Lane Total =				

BID TABULATIONS & CONTRACT TOTALS

Total Belgrade Bid	Mix type	Estimated SY	Cost per SY	Item \$\$ Total \$\$
Single Latex Modified Chip Seal	3/8"	19,946 SY		

	Bid Total	
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Town of Belgrade, Maine

Company name:

Company address:

Company representative:

Signature:

****Any Shim Work Is required to be completed no later than Aug. 15, 2022!****

ASPHALT PRICE ADJUSTMENT

A fluctuating price will be required for this bid to allow for price adjustments based on the Period Price of asphalt cement using the New England Average Selling Price. The price adjustment will be based on the variance in price for the asphalt cement component only from the Base Price to the Period Price. Posted "Base Price" for this bid will be \$_____ per ton of asphalt cement. For work completed outside of the completion dates set forth in each Bid Specification, the Town will evaluate the Period Price on the completion date and the Period Price when the work is actually completed. Payment will be made based on the lower of the two amounts.

"Base Price" = the price of PG binder liquid per ton that exists on the bid opening date.

"Period Price" = the price of PG binder liquid per ton on the paving date, using the New England Average Selling Price

"New England Average Selling Price" = the price Listed on the MDOT website. See link below.

<http://www.maine.gov/mdot/comprehensive-list-projects/asphaltprices.php>

Chip Seals:

Period Price minus Base Price divide by 238 (Gal. in ton emulsion) x 0.66 (asphalt in Gal. emulsion) x 0.42 Gal. / SY (approx. application rate) = Adjustment per square yard

REFERENCE LIST CHIP SEAL PROJECTS

Please list six similar projects that have been completed in Maine in 2020 & 2021.

Owner:

Owner:

Address:

Address:

City, State, ZIP:

City, State, ZIP:

Contact:

Contact:

Phone:

Phone:

Contract amount:

Contract amount:

Year completed:

Year completed:

Owner:

Owner:

Address:

Address:

City, State, ZIP:

City, State, ZIP:

Contact:

Contact:

Phone:

Phone:

Contract amount:

Contract amount:

Year completed:

Year completed:

Owner:

Owner:

Address:

Address:

City, State, ZIP:

City, State, ZIP:

Contact:

Phone:

Contract amount:

Year completed:

Contact:

Phone:

Contract amount:

Year completed:

Tabulation of Bids

Submit all bids by 4:30 p.m. Wednesday, May 4, 2022. The winning bid will be based on all items being quoted and total contract bid amount.

Each town reserves the right to reject any and all bids with or without respect to price or any other matter.

BELGRADE PROJECT 1

Minot Hill Road	Mix type	Estimated SY	Cost per SY	Item \$\$ Total \$\$
* Single Latex Modified Chip Double Seal	3/8" + 1/2"	12,906 SY	\$4.88	\$62,981.28
Minot Hill Road Total =				\$62,981.28

BELGRADE PROJECT 2

East-West Lane	Mix type	Estimated SY	Cost per SY	Item \$\$ Total \$\$
Single Latex Modified Chip Seal	3/8"	7,040 SY	\$2.68	\$18,867.20
East-West Lane Total =				\$49,720.40

* 3/4" x 9.5mm Variable Full W Ash Shim 280ton @ \$110.19/ton = \$30,853.20

BID TABULATIONS & CONTRACT TOTALS

Total Belgrade Bid	Mix type	Estimated SY	Cost per SY	Item \$\$ Total \$\$
Single Latex Modified Chip + Double Seal + Shim	3/8" + 1/2" 9.5mm	19,946 SY 280ton	\$2.68 \$4.88 \$110.19	\$112,701.68

	Bid Total	\$112,701.68
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Town of Belgrade, Maine

Company name:

All States Construction, Inc.


Company address:

699 Main St, Richmond, ME 04357

Company representative:

Ron Simbari, ASC Maine Manager

Signature:



****Any Shim Work Is required to be completed no later than Aug. 15, 2022!****

ASPHALT PRICE ADJUSTMENT

A fluctuating price will be required for this bid to allow for price adjustments based on the Period Price of asphalt cement using the New England Average Selling Price. The price adjustment will be based on the variance in price for the asphalt cement component only from the Base Price to the Period Price. Posted "Base Price" for this bid will be \$ 692.50 per ton of asphalt cement. For work completed outside of the completion dates set forth in each Bid Specification, the Town will evaluate the Period Price on the completion date and the Period Price when the work is actually completed. Payment will be made based on the lower of the two amounts.

"Base Price" = the price of PG binder liquid per ton that exists on the bid opening date.

"Period Price" = the price of PG binder liquid per ton on the paving date, using the New England Average Selling Price

"New England Average Selling Price" = the price Listed on the MDOT website. See link below.

<http://www.maine.gov/mdot/comprehensive-list-projects/asphaltprices.php>

Chip Seals:

Period Price minus Base Price divide by 238 (Gal. in ton emulsion) x 0.66 (asphalt in Gal. emulsion) x 0.42 Gal. / SY (approx. application rate) = Adjustment per square yard

memo

RE: Maine DOT Cooperative Agreement Revised – Belgrade Water System Agreement

Time Line for moving this agreement forward on to the November ballot.
Per the March 2022 Article # 23;

“To see if the Town will authorize the Board of Selectpersons to negotiate a contract with the Maine Department of Transportation to remedy the salt-contaminated properties generally bounded by but not limited to Route 27, Route 135 and Routes 8/11, which may include the construction and operation of a public water system. Execution of the contract between the Town of Belgrade and MDOT would be subject to voter approval.”

- Nov. 8 – Election Day.
- Oct. 7 – Absentee voting begins.
- Sept. 8 – 60 days prior to the election, the Town Clerk must have received the approved ballot language.
- Sept. 6 – Selectboard approves proposed amendments and ballot language.
- Aug. 18 – Selectboard considers Town Attorney’s suggestions regarding proposed amendments, and approves final proposed language.
- Aug. 3 – Proposed amendments sent to Town Attorney for legal review.
- Aug. 2 – Selectboard reviews and considers proposed amendments.
- July 21 – Selectboard’s review and consideration.

Revised 07-06-22

COOPERATIVE AGREEMENT
Between the
MAINE DEPARTMENT OF TRANSPORTATION
and
The MUNICIPALITY OF BELGRADE
Regarding Groundwater Chloride Impacts and the
Installation, Maintenance and Operation of a Community Water System

This Agreement (the “**Agreement**”) is entered into between the **Maine Department of Transportation** (hereafter “**MaineDOT**”), and the **Municipality of Belgrade** (the “**Municipality**”) (individually a “**Party**” or jointly the “**Parties**”) regarding a partnership initiative between the Parties to mitigate the groundwater chloride impacts affecting residential and commercial properties located near Routes 27, 11 and 135 in Belgrade, Maine.

BACKGROUND

- A. Routes 27, 11 and 135 (also known as Cemetery Road) intersect to form a generally triangular area as depicted on the map attached hereto as **Exhibit A** (the “**Impact Area**”). The Impact Area extends from the westerly side of Route 27 to the northeasterly side of Cemetery Road and the southeasterly side of Route 11, and includes specifically the highlighted parcels shown on Exhibit A, being an excerpt of Tax Map 7 of the Municipality’s records.
- B. MaineDOT and the Municipality each own and operate sand and salt storage facilities located within the Impact Area on the northeast side of Cemetery Road (the “**Maintenance Facilities**” collectively).
- C. There have been several instances of chloride-related groundwater contamination issues affecting the private water supplies of residential and commercial properties located within the Impact Area (the “**Groundwater Contamination Impacts**”).
- D. Sources of the Groundwater Contamination Impacts potentially include the Maintenance Facilities owned and controlled by both Parties. Numerous smaller private sources, such as driveways, parking lots and previously installed reverse-osmosis water treatment systems, as well as other unknown sources have likely contributed to the Groundwater Contamination Impacts, as well.
- E. The Parties each have legal responsibilities associated with private water supplies being rendered unfit for human consumption as a result of highway construction, reconstruction or maintenance. 23 M.R.S. § 652(2) establishes MaineDOT’s responsibilities; 23 M.R.S. § 3659 establishes the Municipality’s responsibilities. The two statutes include similar liabilities and obligations to resolve associated claims.
- F. Given that each Party’s exact contribution to the Groundwater Contamination Impacts is difficult to identify, MaineDOT and the Municipality have determined that it is in the public interest to jointly implement a permanent resolution to the Groundwater Contamination Impacts through a practical mitigation management plan and cost sharing arrangement between the Parties.
- G. After thorough reviews of the various impacted properties and resolutions that may be implemented, the Parties have jointly determined that currently the most practical solution is to

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Revised 07-06-22

design, install, operate and maintain a Public Water System, as such is defined in 22 M.R.S. § 2601, to serve the impacted properties as well as those additional properties within the Impact Area that may become impacted by chloride in the future (the "Water System"), as further outlined in this Agreement.

- H. The Parties previously entered into a Memorandum of Agreement dated May 24, 2011 (the "2011 Agreement") to establish preliminary cost-sharing and claim investigation measures. The 2011 Agreement was limited in scope and did not fully contemplate the extensive Groundwater Contamination Impacts that have since been identified, nor did it consider the potential need for a public water system and the initial and ongoing expenses associated therewith.
- I. The purpose of this Agreement is to 1) replace the 2011 Agreement; 2) set out each Party's responsibilities in establishing, constructing, operating and maintaining the Water System; and 3) identifying the cost-sharing arrangements between the Parties in connection with both the Water System and private property damages associated with the Groundwater Contamination Impacts.

AGREEMENT

NOW THEREFORE, MaineDOT and the Municipality acknowledge and agree that the forgoing recitals are true and correct statements of fact, and further agree as follows:

- 1. **Status of 2011 Agreement:** Upon the execution of this Agreement, the 2011 Agreement is void and of no further effect. All payments due from the Municipality under the terms of the 2011 Agreement have been paid in full by the Municipality in accordance with the terms thereof.
- 2. **Points of Contact:** Each Party shall assign a Point of Contact to be the direct contact person for all purposes associated with the Water System and all aspects of this Agreement. Appropriate contact information for each Point of Contact shall be shared between the Parties as soon as practicable.
 - a. For MaineDOT, the Region Manager for MaineDOT's Region 2 will act as the Point of Contact. As of the effective date of this Agreement, that person is Jamie Andrews;
 - b. For the Municipality, the Town Manager will act as the Point of Contact. As of the effective date of this Agreement, that person is Interim Town Manager, Dennis Keschel.
- 3. **Completed Actions Toward Development of the Water System:** As of the date of this Agreement, the following activities have already been completed:
 - a. The Parties have identified a number of residential and commercial properties within the Impact Area presently affected by the Groundwater Contamination Impacts (these properties, together with any future properties within the Impact Area identified as having been affected by the Groundwater Contamination Impacts, are hereafter the "Impacted Properties").

Impacted Properties *presently affected* by the Groundwater Contamination Impacts as of the effective date of this Agreement and intended to be connected to the Water System upon construction completion are identified on Exhibit A as follows: lots 42, 53 (Municipal Cemetery), 55, 55-A, 55-C, 55-E, 55-F, 55-G, 58, 59-A, 59-B, 62, and 63. Notwithstanding the depiction of highlighted parcels on Exhibit A, the

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Parties agree to also recognize lot 62A as a presently affected Impacted Property for the purpose of this Agreement and will share equally in the costs associated with resolving that owner's claim if it is determined to be impractical to physically connect lot 62A to the Water System.

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- i. Impacted Property *not presently affected* by Groundwater Contamination Impacts but still intend to be connected to the Water System upon construction completion is identified on Exhibit A as follows: lot 45 (the "Municipal and MaineDOT Salt Facilities").
- ii. Impacted Properties not included in subsection i. and ii. above are eligible to be connected to the Water System in the future on a case-by-case basis if they become affected by Groundwater Contamination Impacts, subject to the Water System's sufficient capacity to handle the additional demand created by the added property.

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b. MaineDOT has hired Ransom Engineering ("Ransom") to drill and evaluate a test well (the "Community Well") to serve the Impacted Properties. The Community Well is located within MaineDOT's Maintenance Facility lot and is indicated on Exhibit A within lot 45. Ransom's total costs associated with the installation, testing and permitting of the Community Well are \$ 109,821.88 (the "Community Well Installation, Testing and Permitting Costs"). The Community Well currently meets all appropriate water quality standards, has sufficient capacity to serve the Impacted Properties, and the Parties anticipate that the Community Well will continue to have appropriate quality and capacity in the foreseeable future.

c. Ransom, at MaineDOT's direction, has also developed a cost estimate to design and install the necessary pumps, piping, treatment and distribution system to distribute water from the Community Well to the Impacted Properties (the "Distribution System"). The Community Well, together with the Distribution System, hereafter collectively constitute the "Water System" for the purpose of this Agreement. Ransom's recently updated cost estimate is approximately \$3,000,000.00 (the "Distribution System Design and Installation Estimate"). The Distribution System Design and Installation Estimate includes individual connections to the Impacted Properties identified in Sections 3.a.i and ii (the "Present Connections").

Commented [PT1]: May 2022 updated estimate: \$290,000 for well treatment system and \$2,767,690 for construction/installation of water line \$3,057,690 estimated TOTAL of Distribution System
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d. MaineDOT has applied to the Maine Drinking Water Program ("DWP") for authorization to rely on the Community Well to supply a Public Water System serving the Impacted Properties. DWP has issued preliminary approval to MaineDOT, pending DWP's review and approval of the Distribution System. DWP's records identify the proposed Water System as "Belgrade DOT" and DWP has assigned a Public Water System identification number of ME0092729.

4. **Municipality's Establishment of a Water Utility:**

a. In preparation for the Municipality's assumption of ongoing Water System operation and maintenance responsibilities as further set out in Section 6 of this Agreement, the Municipality has taken the necessary step of establishing a legislatively approved charter creating the Belgrade Water District to carry out such responsibilities on the Municipality's behalf over a geographic territory identical to the Impact Area depicted on Exhibit A. The creation of the Belgrade Water District was ratified by the Municipality's voters in March of 2022. It is the Parties' intent that, in addition to the municipal ratification of the

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Belgrade Water District, this Agreement shall be executed before a project to construct the Distribution System is put out to bid by MaineDOT, and that this Agreement has been drafted with the goal that the Distribution System construction will begin in late 2022, provided such Agreement execution has occurred no later than August 31, 2022. The Parties further agree to seek a legislative amendment to the defined area of the Belgrade Water District to include the presently affected Impacted Property identified as Lot 62A if it becomes apparent that the appropriate resolution to that lot's circumstance is to connect it to the Water System.

b. The Parties agree that, if the Municipality is unable to secure the necessary municipal approval to enter into this Agreement, this Agreement shall be of not force and effect and the Parties will proceed with an alternate means of resolving the Groundwater Contamination Impacts, up to and including purchase of the Impacted Properties and relocation of affected occupants with the Parties sharing equally in all such costs.

c. Upon execution of this Agreement and in parallel with the Distribution System being designed, the Municipality will take all necessary remaining measures to ensure that the Belgrade Water District is functioning as a legally compliant water utility (the "Water Utility") under the laws and regulations of the Public Utilities Commission (the "PUC"), including without limitation appointing trustees, securing all necessary permits/approvals and ensuring that the designed Water System is approved by the PUC before the Distribution System construction commences. The Water Utility will be expected to actively participate in the oversight of the Distribution System construction with MaineDOT's selected contractor.

d. The development of the Water Utility requirements shall be at the discretion of the Municipality, provided that it complies with all applicable Maine laws governing the formation of water utilities and construction of associated water system infrastructure in the State of Maine and that either the Municipality or the established Water Utility on the Municipality's behalf is authorized to assume ownership of and all responsibility for the completed Water System when construction is complete and the Water System is put into service.

e. Once the Water Utility is legally empowered to assume the Municipality's obligations under this Agreement, this Agreement may be amended to add the Water Utility as a Party to this Agreement, at which time the Belgrade Water District will assume the role of Water Utility for the purpose of this Agreement. Absent such amendment, all references to the Water Utility in this Agreement shall refer to the Municipality and the terms "Municipality" and "Water Utility" shall be interchangeable until such amendment occurs.

5. Project Construction and Implementation:

a. Scope of Work and Project Contract:

i. Subject to municipal execution of this Agreement and PUC's requisite approval, if needed, of the submitted plans and specifications of the designed Distribution System, MaineDOT shall procure and administer a contract to construct the Distribution System, connect the Distribution System to the Community Well, and connect the completed Water System to the Impacted Properties currently identified

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- Commented [PT2]: We need to know when this agreement will go forward to a municipal approval vote to put a realistic date into this section. Depending on the expected timing, construction onset may need to be pushed to Spring 2023.
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- Commented [PT3]: The warrant article that was approved in March 2022 did not consider future modifications to the area. It simply said, "Do you favor creating the Belgrade Water District?" If we need to modify the district's area, will a subsequent municipal vote be required?
- Deleted: To that end, the Municipality shall ensure that any municipal ratification of the Belgrade Water District appropriately includes the incorporation of any future legislatively approved modifications to the geographic area of said district without the need for repeated municipal ratification...
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- Deleted: continue its ongoing work with the Maine Public Utilities Commission to legally form the water association that will oversee the Belgrade Water District (the "Water Utility"), appoint trustees and secure...
- Deleted: to ensure that the Water Utility is operating as a legal entity ...
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- Commented [PT4]: While we originally did not think that the water utility would fall under the jurisdiction of the PUC, I'm not sure that is still the case, since they will be charging a fee. This process has been a bit of a moving target. When I first drafted this agreement, I was under the impression that they did not meet the definition of a water utility under PUC laws because they were not going to charge the users. Now that it's been clarified that they do intend to charge, I'm concerned that they now meet the definition of a "water utility" and may need additional PUC approval. They definitely will need PUC approval for rate establishment. In addition, 35-A sec. 6102 further requires that, before commencing construction of the water line, the water utility must file the plans and specs with the PUC for approval. If this step is, in fact, required, this will need to happen before we go out to bid.
- ... [1]
- Commented [PT5R4]: We need the town to investigate this question and determine whether PUC involvement will be needed.
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by the Parties (the "Project") with the intention that construction will begin in late 2022 and be completed in spring of 2023. Implementation of this work shall be completed in accordance with the plans and specifications jointly approved by MaineDOT, the Water Utility and PUC, if deemed necessary.

Commented [PT6]: As noted above and depending on the municipal approval timing and PUC review, this date may need to be pushed out.

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- ii. MaineDOT shall be the sole administrator of the Project contract and will pay all Project costs, subject to the Parties' cost sharing arrangements set out in the **Cost Sharing and Invoicing** section herein.
 - iii. MaineDOT shall be responsible for applying for and complying with all applicable permitting requirements associated with Project construction, except that the Water Utility shall have secured any necessary approvals from the PUC and applied for and been granted the necessary Location Permit from MaineDOT in accordance with the terms of 35-A M.R.S. ch 25 and MaineDOT's Utility Accommodation Rules (the "Location Permit").
 - iv. Subject to MaineDOT's approval of the Location Permit, the Distribution System will be installed within the limits of the highway rights of way to eliminate the Parties' need to acquire additional property rights from abutting landowners.
 - v. Changes to Project Scope. MaineDOT will consult with the Municipality and the Water Utility before implementing any substantive adjustments to the Project scope. Any such changes shall be in writing and mutually agreed upon by all Parties to this Agreement, as such may be amended.
 - vi. MaineDOT shall ensure that the Project is constructed in accordance with the Project contract.
 - vii. The Water Utility may inspect the Project work upon reasonable notice to MaineDOT. Costs for such inspections shall be at the Municipality's sole expense.
- b. Individual Service Lines to Impacted Properties: Prior to MaineDOT's solicitation of bids to construct the Project, MaineDOT shall secure statements from the owners of each Impacted Property (the "Impacted Property Owners") indicating that they intend to connect to the Water System once it is operational and that they will grant the necessary temporary access rights to allow for the installation and connection. If a sufficient number of Impacted Property Owners fail to state an intention to connect to the Water System, the Parties reserve the right to forego constructing the Distribution System and, in such event, shall revisit the terms of this Agreement.

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- i. Individual service lines to each of the Present Connections (the "Service Line(s)") will be installed as close as possible to the edge of the highway right of way limits. All portions of Service Lines installed outside of the highway right of way and within the boundaries of the Impacted Properties shall be owned by the Impacted Property Owner being served.
- ii. Each Impacted Property Owner, will be required to grant temporary access rights for all purposes necessary to allow Project contractors to install and connect the

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Service Line from the installed water main connection point to the Impacted Property's existing plumbing system.

- iii. ~~Impacted Property Owners will be required to enter into a service contract with the Water Utility for the provision of public water serving the Impacted Property before that property's associated Service Line is made active.~~

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- iv. ~~Subject to the exceptions set out below and upon connection of each Service Line, MaineDOT or its contractor will fill in and abandon the Impacted Property's chloride-contaminated groundwater well, as required by Maine law, at no cost to the Impacted Property Owner (the "Groundwater Well Abandonment"). In addition to the temporary access rights conveyed for installation of the Service Lines, each Impacted Property Owner will be required to grant temporary access rights for all purposes necessary to perform Groundwater Well Abandonment activities. Costs associated with Groundwater Well Abandonment shall be paid upfront by MaineDOT, subject to the Parties' cost sharing arrangements set out in the Cost Sharing and Invoicing section herein.~~

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- v. MaineDOT shall ensure that, upon completion of all necessary installations, connections and Groundwater Well Abandonment activities performed by or on behalf of MaineDOT in connection with the Project, all disturbed property will be restored, including any necessary re-grading or re-seeding of grass, to return the Impacted Property to a condition similar to that which exists prior to the work being implemented. Such costs shall be a component of the Groundwater Well Abandonment costs;

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

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c. Dedicated Groundwater Monitoring Wells.

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

d. Municipal Cooperation During Project Construction.

- i. ~~The Municipality agrees that, to the extent that MaineDOT and its Project contractors are subject to any local ordinances, the Municipality shall promote, in good faith, cooperation on the part of any local board, committee, commission, or other administrative body with jurisdiction over any applicable local ordinance with MaineDOT regarding pursuit or execution of the Project. The Municipality further~~

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Revised 07-06-22

agrees not to charge MaineDOT or its Project contractors for any necessary municipal inspections and ~~any~~ permits related to the Project.

Commented [PT7]: I understand that Phil has agreed to this paragraph's revision but is looking into the Municipality's ability to waive fees.

- ii. The Municipality agrees to alter, move, relocate or remove, or cause to be, at no cost to the Project, any municipal property, including all fixtures, facilities or monuments, located on, under or above the ground, as necessary to permit construction of the Project, that has not otherwise been provided for during the development of the Project. Any work necessary to do so during the period of construction shall be coordinated with the Project contractor.
- iii. To the extent necessary to permit construction of the Project, the Municipality will, at no cost to the Project, assure proper adjustment, relocation, or repair of any portion of a utility service, whether above or below ground, that is located within the limits of the highway right-of-way and connected to any municipal utility. The Municipality agrees to hold MaineDOT harmless from any claims for damages occurring as a result thereof.
- iv. The Municipality agrees that during and after construction it will apply the requirements of the most recent version of MaineDOT's "Utility Accommodation Rules" as the minimum guidelines, notwithstanding any municipal rules that are more lenient.
- v. Traffic Control. The Municipality agrees to allow the Project contractor to control all traffic through Project work areas in accordance with the traffic control plan approved by MaineDOT. The development of the Traffic Control Plan will follow the process outlined below:
 - a. MaineDOT's Project Manager will discuss the Traffic Control Plan with the Municipality (scope, limits, day or night work, work window, etc.) as soon as practicable.
 - b. The Municipality will comment on any concerns/issues related to the Traffic Control Plan within two (2) weeks of receipt.
 - c. MaineDOT will address the Municipality's concerns where practical, but MaineDOT's engineering judgment will prevail where there are any disagreements.

6. **Ongoing Operation and Maintenance of Completed Water System:**

- a. Bill of Sale and Location Permit. Upon completion of the constructed Water System, connection of all Service Lines, and delivery by the Municipality/Water Utility to MaineDOT of Water Supply Settlements (as further defined below) from each of the Impacted Property Owners that have entered into service contracts, MaineDOT will convey, and the Water Utility shall accept, ownership of the Water System to the Water Utility via a bill of sale for the infrastructure, a deeded easement for the Community Well location and any associated infrastructure located on MaineDOT property, and a Location Permit allowing the Water System to continue to occupy the highway rights of way in accordance with the terms of MaineDOT's Utility Accommodation Rules. The Location Permit will include language representing that the Municipality shall not be required to

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participate in future costs of relocating the Water System, or any portions thereof, if such relocation becomes necessary due to MaineDOT's future highway construction or reconstruction needs.

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- b. Upon completion of the constructed Water System and connection of all Service Lines, the Water Utility shall assume all responsibilities for the Water System's ongoing operation and maintenance at its sole expense (the "Water System Operation and Maintenance") including without limitation all associated fees, costs, repairs and replacements. DWP has estimated the annual expense associated with the Water System Operation and Maintenance to be approximately \$36,000 in present value. Water System Operation and Maintenance shall include compliance with any well head protection plan required by the DWP and all applicable state and local laws, rules and regulations governing the Water System. The Parties agree that, should the Community Well become contaminated with chloride associated with the Parties' operation of the Maintenance Facilities, the Parties shall revisit the terms of this Agreement to jointly determine how best to resolve such contamination or to otherwise address the claims of Impacted Properties that cannot be served by the Community Well.

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- c. The Municipality shall ensure that the Water System Operation and Maintenance is implemented in accordance with all applicable laws, rules and regulations including without limitation 22 M.R.S. Ch. 601 - Water for Human Consumption, and the State of Maine Board of Licensure of Water System Operators rules at 90-429 C.M.R. ch. 1, and that the Water System is maintained in such a manner as necessary to preserve the use and function thereof for the expected period of the Water System's normal useful life as determined by accepted engineering and/or industry standards. To the extent any warranty exists for the Water System, said warranty shall be first relied on by the Municipality to address necessary maintenance and/or repairs. The Municipality agrees to maintain the Water System with equipment technology equal to or greater than that which has been installed in connection with the Project.

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- d. The Municipality shall ensure that all Impacted Properties within the limits of the Impact Area, are allowed to connect to the Water System and that there shall be no charge to the Impacted Property Owner for the cost of physically connecting such property to the Water System. At the Municipality's discretion, it may take appropriate steps to enact necessary local ordinances to limit the properties that are permitted to connect to the Water System, provided that all Impacted Properties in the Impact Area are permitted to connect thereto.

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- e. The Water Utility may, subject to PUC approval if required, develop a reasonable rate schedule for water usage commensurate with other public water utilities of similar size and scope to offset future maintenance costs.
- f. Notwithstanding anything in this Agreement to the contrary, the Municipality's obligation to allow all Impacted Properties to connect to the Water System is conditioned on the Water System's capacity to adequately serve additional users. In the event the Parties become aware that the Water System can no longer serve additional Impacted Properties, the Parties shall revisit the terms of this Agreement to jointly determine how best to expand the capacity of the Water System or to otherwise address the claims of Impacted Properties that cannot be served by the Water System.

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

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

b. Settlement Negotiations.

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

i. Prior to activating a connected Service Line, the Municipality/Water Utility shall ensure that the Impacted Property Owner has signed a settlement agreement releasing MaineDOT and the Municipality from the Water Supply Component of the owner's Well Claim (the "Water Supply Settlement"). MaineDOT will provide the Municipality with the form of settlement agreement required for execution.

ii. Once the Impacted Properties have been connected to the Water System, MaineDOT will ask each Impacted Property Owner to provide a cost summary supporting the Personal Property and Fixtures Component of their Well Claim, including, for example, piping, tanks, pumps, heating systems or other related fixtures that have been damaged as a result of the Groundwater Contamination Impacts. MaineDOT will assess the validity of each claim and will strive to negotiate a final settlement of the Personal Property and Fixtures Component of each Impacted Property Owner's Well Claim (the "Personal Property and Fixtures Settlement"). Settlement agreements will include a release of both MaineDOT and the Municipality. Negotiated settlement amounts will be paid by MaineDOT up front, subject to the Parties' cost sharing arrangements set out in the Cost Sharing and Invoicing section herein.

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c. If an Impacted Property is confirmed to experience damage to or failure of the personal property and/or fixtures described above that requires repair or replacement prior to the Water System being operational, the Parties will jointly investigate such damages and will share in all costs incurred to appropriately repair or replace the damaged property or fixture (the "Emergency Repairs"). Impacted Property Owners affected by Emergency Repairs will not be asked to settle their Well Claim until the Water System is installed and connected, at which time such claim will be handled in accordance with the Settlement Negotiations subsection included above.

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d. State Claims Referrals. If an Impacted Property Owner 1) refuses to be connected to the Water System; 2) refuses to enter into a Water Supply Settlement; or 3) if a Personal Property and Fixtures Settlement cannot be reached with an Impacted Property Owner once connected to the Water System, the unsettled party will be asked to assign its claim against the Municipality to MaineDOT, and MaineDOT will refer the claim against MaineDOT to the State Claims Commission for a determination of cause and assessment of damages (the

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“**SCC Damage Award**”). SCC Damage Awards will be paid by MaineDOT up front, subject to the Parties’ cost sharing arrangements set out in the **Cost Sharing and Invoicing** section herein.

- e. Investigation of New Claims. New claims from Impacted Properties not already identified as of the date of this Agreement shall be investigated by MaineDOT and results reported to the Municipality. If the claim is determined by MaineDOT to be associated with the Groundwater Contamination Impacts, the Municipality shall arrange for the Impacted Property to be connected to the Water System at the Municipality’s cost (the “**Future Connection Costs**”) subject to the Parties’ cost sharing arrangements set out in the **Cost Sharing and Invoicing** section herein. Final resolution of the newly identified Impacted Property will then be managed in accordance with the process set out in the **Settlement Negotiations and State Claims Referrals** sections outlined above.
- f. Release of Municipality from Claims. Upon the Municipality’s payment to MaineDOT of its share of each Impacted Property Owner’s Personal Property and Fixtures Settlement or SCC Damage Award, as applicable, and satisfaction of all Municipality and Water Utility obligations set out in this Agreement, cost sharing or otherwise, MaineDOT hereby releases the Municipality from all claims, damages and causes of action associated with the Groundwater Contamination Impacts that are covered by the Water Supply Settlement, Personal Property and Fixtures Settlement or SCC Damage Award for that particular Impacted Property.

8. Project Cost Sharing and Invoicing:

- a. Allocation of Costs. The Parties agree to allocate all costs associated with the Groundwater Contamination Impacts as follows:
 - i. MaineDOT shall pay all actual costs incurred in connection with the Distribution System Design and Installation Estimate (currently estimated at ~~\$3,000,000.00~~);
 - ii. The Municipality shall pay all actual costs incurred in connection with the ongoing Water System Operation and Maintenance (currently estimated at \$36,000 per year, present value as of the date of this Agreement), subject to the Municipality’s right to charge a reasonable water usage fee, as described above, to offset these costs;
 - iii. The Parties shall each pay fifty percent (50%) of all actual costs incurred in connection with the following:
 - 1. Community Well Installation, Testing and Permitting Costs, documented at a total of \$109,821.88;
 - 2. Groundwater Well Abandonment costs (generally estimated at ~~\$3,000 - \$3,500~~ per well);
 - 3. Personal Property and Fixtures Settlements;
 - 4. SCC Damage Awards;
 - 5. Emergency Repairs; and
 - 6. Future Connection Costs.
 - iv. All in-house costs incurred by each Party’s staff in connection with the Groundwater Contamination Impacts, including but not limited to design review,

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construction oversight, investigations and administrative processing, shall be the responsibility of each individual Party and not applied against either Party's allocations as set out above.

b. Invoicing and Payment Schedule.

- i. The Parties acknowledge that the Municipality has already been invoiced for and paid to MaineDOT the sum of \$21,310.00, which is applied against the Municipality's 50% share of the Community Well Installation, Testing and Permitting Costs;
- ii. Immediately upon execution of this Agreement, MaineDOT will invoice the Municipality for its remaining share of the Community Well Installation, Testing and Permitting Costs, which equals \$33,600.94;
- iii. Immediately upon execution of this Agreement, and intermittently as Emergency Repairs are performed prior to the Water System being completed, the Parties will invoice one another, as applicable, for any outstanding share of Emergency Repairs that either Party may have incurred.
- iv. Once the Water System is completely constructed and installed, MaineDOT shall invoice the Municipality on a quarterly basis for its share of costs incurred to date in connection with 1) Groundwater Well Abandonment; 2) Personal Property and Fixtures Settlements; and 3) SCC Damage Awards. MaineDOT's share of any Future Connection Costs covered by the Water Utility at the time of connection will be deducted from the amount invoiced to the Municipality.
 - 1. The initial invoice will include all costs incurred to date in these categories;
 - 2. Subsequent quarterly invoices will reflect costs incurred in these categories during that particular quarter.
- v. Each invoice submitted will describe the completed work and itemize the associated costs included therein. The invoicing Party will provide supporting documentation to the other Party upon request.
- vi. Each invoice shall be due and payable upon 30 days of the invoiced Party's receipt thereof.

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

- a. Obligation of MaineDOT Funds. Anything herein to the contrary notwithstanding, the Municipality acknowledges and agrees that, although the execution of this Agreement by MaineDOT manifests its intent to honor its terms and to seek funding to fulfill any obligations arising hereunder, by law any such obligations are subject to available budgetary appropriations by the Maine Legislature and do not create any obligation on behalf of MaineDOT in excess of such appropriations.
- b. Obligation of Municipality Funds. Anything herein to the contrary notwithstanding, MaineDOT acknowledges and agrees that, although the execution of this Agreement by the

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Municipality manifests its intent to honor its terms and to seek funding to fulfill any obligations arising hereunder, by law any such obligations are subject to available budgetary appropriations by the Municipality's governing authorities and, therefore, this Agreement does not create any obligation on behalf of the Municipality in excess of such appropriations.

c. Each Party hereby agrees to diligently pursue the necessary funding to satisfy its respective obligations arising hereunder. If either Party is unable to satisfy its respective obligations, the other Party shall have the right to terminate or renegotiate the terms of this Agreement.

d. Either Party may postpone, suspend, abandon or otherwise terminate this Agreement upon thirty (30) days written notice to the other Party as the result of any failure by the other Party to perform any of the services required under this Agreement to the terminating Party's satisfaction. In no event shall any such action be deemed a breach of contract.

e. This Agreement may be terminated at any time by mutual written agreement of all Parties, provided that such written agreement shall address the allocation between the Parties of any costs, expenses, penalties and/or liabilities expended, committed or imposed in connection with the Project and any Project contracts awarded as of such date of termination.

f. Prior to MaineDOT awarding a contract to construct and install the Water System, if estimates or actual bid prices for such construction and installation exceed the Distribution System Design and Installation Cost Estimate (i.e., \$3,000,000.00) by more than thirty percent (30%), MaineDOT reserves the right to postpone, suspend, abandon or otherwise terminate or renegotiate the terms of this Agreement. In such event, each Party shall pay its share of any costs, expenses, penalties and/or liabilities expended, committed or imposed in connection with the Project and any Project contracts awarded as of such date of termination.

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g. In the event of termination, all provisions of this Agreement shall become null and void except for any outstanding financial obligations for costs or liabilities already incurred or obligated, as well as those provisions that by their very nature are intended to survive.

h. Unless this Agreement is terminated early in accordance with the provisions set out above, all provisions of this Agreement except those associated with the Municipality's ongoing Water System Operation and Maintenance obligations and those that by their very nature are intended to survive, shall expire upon final collection and/or payment of all outstanding invoices, provided that no new Impacted Properties have been identified within the Impact Area for a period of ten (10) years.

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10. **Miscellaneous Provisions:**

a. Municipal Authority. The Municipality represents that it has received all necessary approvals or authorizations by its governing authorities to enter into this Agreement and fulfill the Municipality's obligations outlined herein.

b. The Parties agree to: comply with and abide by all applicable state and federal laws, statutes, rules, regulations, standards and guidelines, including the MUTCD and OSHA standards, and all Agreement provisions; avoid hindering each other's performance; fulfill all obligations diligently; and cooperate in achievement of the intent of this Agreement.

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- c. ~~The Parties shall require any third party or other entity providing any service or work on the Water System to (a) carry liability insurance commensurate with the risk of the activity and (b) to indemnify and defend both MaineDOT and the Municipality and hold them harmless from claims. The duty to defend, indemnify, and hold harmless shall extend to the State of Maine, its officers, agents and employees and the Municipality, its officials, employees, agents, consultants or contractors, and shall cover all claims, suits or liabilities arising from any negligent or wrongful act, error or omission by said third party or entity.~~ Nothing herein shall waive any defense, immunity or limitation of liability that may be available to either party under the Maine Tort Claims Act (14 M.R.S. § 8101 et seq.) or any other privileges or immunities provided by law. Any other provision of this Agreement to the contrary notwithstanding, this provision shall survive any termination or expiration of this Agreement.
- d. State of Maine's Rights of Set-Off. MaineDOT shall have all of its common law, equitable and statutory rights of set-off. These rights shall include, but not be limited to, the State of Maine's option to withhold for the purposes of set-off monies due the Municipality under a specific project contract up to any amounts due and owed to MaineDOT with regard to this Agreement, and any other agreement/contract with any State of Maine department or agency, including any agreement/contract for a term commencing prior to the term of this Agreement, plus any amounts due and owed to the State of Maine for any reason including without limitation, tax delinquencies, fee delinquencies or monetary penalties relative thereto. MaineDOT shall exercise its set-off rights in accordance with normal State practices including, in cases of set-off pursuant to an audit, the finalization of such audit by MaineDOT, its representatives, or the State Controller. When applicable, MaineDOT reserves the right to withhold or reduce future Local Road Assistance payments to the Municipality for purposes of set-off to recover the amount owed.
- e. Assignment. No assignment of this Agreement is contemplated, and in no event shall any assignment be made without both Parties' express written permission.
- f. Notice. Any communications, requests or notices required or appropriate to be given under this Agreement shall be in writing and may be sent via email which shall satisfy the delivery requirements of this section through express acknowledgement of receipt by the receiving Party. Alternatively, communications can be mailed via U.S. Mail, Certified or Registered, Return Receipt Requested or sent via a recognized commercial carrier, such as but not limited to Federal Express, that requires a return receipt delivered to the sending party. Said communications, requests or notices shall be sent to the other Party as follows:

MaineDOT: Maine Department of Transportation
Region 2 Office

Augusta, ME04333-0016
Attn.: Jamie Andrews
Email: jamie.andrews@maine.gov

Municipality: Town of Belgrade
990 Augusta Rd
Belgrade, ME 04917
Attn.: Dennis Keschel, Interim Town Manager

Commented [PT9R8]: I understand Phil has agreed to this paragraph's proposed revision.

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Deleted: Anthony Wilson

Revised 07-06-22

Email: townmanager@townofbelgrade.com

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

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

MAINE DEPARTMENT OF TRANSPORTATION

Date: _____

By: _____
David Bernhardt
Director, Bureau of Maintenance and Operations
Duly authorized

MUNICIPALITY OF BELGRADE

Date: _____

By: _____
Print name: _____
Its _____
Duly authorized

memo

RE: NEW Business

Appoint Stuart McConnell to the Belgrade Library Board of Trustees for a three year term to expire 03/31/2025

TOWN OF BELGRADE



Board/Committee Appointment & Re-appointment Application

Application for Appointment or re-appointment to:

- | | |
|---|--|
| <input type="checkbox"/> Planning Board | <input type="checkbox"/> Board of Parks & Recreation |
| <input type="checkbox"/> Board of Appeals | <input type="checkbox"/> Board of Assessment & Review |
| <input type="checkbox"/> Dams Committee | <input type="checkbox"/> Transfer Station & Recycling Com. |
| <input type="checkbox"/> Cemetery Committee | <input type="checkbox"/> Budget Committee |
| <input checked="" type="checkbox"/> Library Trustee | <input type="checkbox"/> Tree Committee |
| <input type="checkbox"/> Long Range Planning Com. | <input type="checkbox"/> Comprehensive Plan Review Committee |

Other _____

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

Name Stuart McConnell
 Address 238 Gurnell Rd.
 Phone # (Home) 215-2930 (Work) _____ Email: butinbox@gmail.com
 Place of Employment Retired
 Education & Experience BA Bates 1973

Interests and Hobbies Reading, gardening, Irish trad. music

Why do you wish to serve on a municipal board or committee?
I was a trustee when library was just starting 20 yrs ago.
I believe in the mission and would like to serve again.

References

Name _____ Phone # _____
 Name _____ Phone # _____

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

memo

RE Belgrade Historical Society – Storage Facility - Discussion

Attached letter

From: Belgrade Historical Society representative Rod Johnson

May 2022

To: Cemetery Committee members and Select Board members/Town Manager

Subject: Storage building for the BHS

The BHS has, over the last several years, repaired and renovated the Old Town House on Cemetery Road. After a bit more work on the inside of the building, our plan is to begin displaying older artifacts that have been accruing hither and skither that do not need a heated environment. Considering what items we already have, and that at no one time will they all be shown at once, we are in dire need of more storage space.

Our desire as to what would be very helpful is a small storage building (8 x 12 feet) that might be placed on the Cemetery property, either out behind the OTH or perhaps "backed" into the tree line near where the unused well casing is present. There may be other locations that the town owns which would work, such as near the Town Garage or next to the existing out building that we currently use near the Community Center.

There would be no cost to the Town or the Cemetery budget. The BHS will purchase it and have it installed wherever it is deemed feasible and agreeable. Please consider this request at your next meeting if possible.

Yours truly, Rod Johnson, BHS Building Committee

rodorjohn@hotmail.com

CC: Diane Dowd, Phil Sprague, Town Manager, Carol Johnson

memo

RE: Board of Parks & Recreation Requests

- Parking Issues
 - a. A message was left for Sadie's Restaurant at this time we have not heard back
 - b. An email was sent to Great Pond Marina – Bob requested the Interim Town manager come down to get in touch
- Revision of Rental Forms
 - a. Rental form for facilities (old & revised)
 - b. Rental form for facility with alcohol (old & revised)
- Event Signs follow – up
 - a. Cost
 - b. Maine MDOT would like to see the signs requested, no application is necessary, they will review it and either approve/disapprove and or make recommendations. We will send the information to them after the Board approves what has been submitted.

Belgrade Community Center for All Seasons / North Belgrade Community Center
CONTRACT FOR FACILITY USAGE

"Old"

Name of individual/organization responsible: _____
 Address: _____
 Telephone Number: (H) _____ (W) _____
 Type of organization: _____ Type of Event: _____
 Date requested: _____ Hours/Times requested: _____
 (These hours include set up time and clean up time)

Circle One:

Belgrade Resident Non Belgrade Resident
 Are you a Belgrade Community Service or Belgrade Non-profit organization? _____

Fee Structure: (Circle those that apply and fill in amount)

North Belgrade Community Center

Belgrade Residents: \$15/Hr x ____/hours = \$ ____
 Non Belgrade Residents: \$30/Hr x ____/hours = \$ ____

Belgrade Community Center

Belgrade Residents: Gym Social Room *Facility
 \$35/Hr \$25/Hr \$50/Hr x ____/hours = \$ ____
 Non Belgrade Residents: \$70/Hr \$50/Hr \$100/Hr x ____/hours = \$ ____

(INCLUDES out of town companies or organizations)

*Facility Rental does not include Library Space

SET UP AND USE OF THE STAGE \$10 _____
USE OF THE PROJECTOR \$10 _____
USE OF THE PROJECTOR SCREEN \$10 _____
USE OF THE SOUND SYSTEM \$10 _____
CHAIRS NEEDED _____ **# TABLES NEEDED** _____
Guests expected _____

Total Rental Fee

Cleaning Deposit (all renters) Returnable if space is left clean (write separate check) \$100

(We have a carry in/carry out trash policy.)

2 SEPARATE Checks payable to: **Town of Belgrade**
Send to: **Belgrade Community Center for All Seasons**
 1 Center Drive
 Belgrade, ME. 04917
 207-495-3481

I acknowledge and agree to the following:

- Your deposit will confirm your reservation. Please be advised that without your deposit your rental cannot be guaranteed.
- A \$100 cleaning deposit is due with the contract for usage of the facility. Your deposit will NOT be cashed: **unless** the facility is not left in the same state in which it was entered OR there is negligent damage during your rental.
- Rental fees must be received 21 days prior to the event; deposit will be refunded if event is cancelled at least 14 days prior to the event.
- If the facility is left in a clean and in orderly condition, the cleaning deposit of \$100.00 will be disposed of. The check can be returned within 14 days after the scheduled event, if requested.
- All renters will be responsible for any damages incurred to the facility during their event.
- **If applicable**, all renters must provide proof of comprehensive general liability insurance (appears on personal policies as an insured location rental) and must be provided at least 10 days prior to the event.
- All facilities are non-smoking.
- It is also acknowledged that failure to adhere to this contract may result in denial of future use of the facility to me and/or the organization I represent.
- If you are serving alcohol, there are mandatory requirements. Please see the director for the contract.
- **FIRE PLACE:** The fire place is not to be used, unless approved by the Director.
- **EMERGENCIES CALL: Dan McGlashing - 207-351-5485**

 Recreation Director Date X Renter X Date

SPECIAL ARRANGEMENTS:

OFFICE USE ONLY

 APPROVED _____ DISAPPROVED _____

Belgrade Community Center for All Seasons / North Belgrade Community Center
CONTRACT FOR FACILITY USAGE

Name of individual/organization responsible: _____
 Address: _____
 Telephone Number: (H) _____ (W) _____
 Type of organization: _____ Type of Event: _____
 Date requested: _____ Hours/Times requested: _____
 (These hours **must** include set up time and clean up time)

Circle One: Belgrade Resident Non-Belgrade Resident
 Are you a Belgrade Community Service or Belgrade Non-profit organization? _____
Note: Non-profit organizations based in the Town of Belgrade may be exempt from being charged a rental fee for town recreation facilities. Any exemption from rental fees is subject to the review and discretion of the recreation director. Exemptions will be reviewed on a case-by-case basis. Organizations must provide proof of non-profit status.

Fee Structure: (Circle rate that applies and enter amount to right)

North Belgrade Community Center (NBCC)

Belgrade Residents:	\$25/hr			x	#hours	= \$	_____
Non-Belgrade Residents:	\$50/hr			x	#hours	= \$	_____
Belgrade Community Center (CFAS)							
	<u>Gym</u>	<u>Social Room</u>	<u>*Facility</u>				
Belgrade Residents:	\$35/hr	\$25/hr	\$50/hr	x	#hours	= \$	_____
Non-Belgrade Residents:	\$70/hr	\$50/hr	\$100/hr	x	#hours	= \$	_____

(INCLUDES out of town companies or organizations)

*Facility Rental does not include Historical Society Space

Other Fees:

Set up and use of Stage	\$30	\$	_____
Use of Projector	\$20	\$	_____
Use of Projector Screen	\$20	\$	_____
Use of the Sound System	\$20	\$	_____

CHAIRS NEEDED _____ # TABLES NEEDED _____ (so they can be reserved)

Guests expected _____ (NBCC building capacity = 50; CFAS building capacity = 200)

Total Rental Fee \$ _____

Cleaning Deposit (Separate check; applies to all renters; returnable if space is left clean) \$ **50**

Submit two SEPARATE checks payable to: **Town of Belgrade**
Send to: **Belgrade Community Center for All Seasons**
1 Center Drive
Belgrade, ME 04917

Your signature below (by 'X') indicates that you acknowledge and agree to the following:

- In addition to approval, your deposit confirms the reservation. Without your deposit, your rental cannot be guaranteed. All fees must be received 21 days prior to the event; fees will be refunded if you cancel at least 21 days prior to the event.
- The \$50 cleaning deposit is due with contract for usage of the facility. Your deposit will NOT be cashed **unless** the facility is not left in the same state clean and orderly **OR** there is negligent damage during your rental. There is a carry-in/carry-out trash policy. Renters will be responsible for any damages incurred to the facility during their event. If the facility is left in a clean and orderly condition, the cleaning deposit check for \$50.00 will be shredded. Note that the check can be returned within 14 days after the scheduled event, if requested (provide stamped, self-addressed envelope with this application).
- All facilities are non-smoking.
- Failure to adhere to this contract may result in denial of future use of the facility by the individual and/or organization.
- If serving alcohol, there are mandatory requirements. See the director for separate contract.
- **If applicable**, renters must provide proof of comprehensive general liability insurance (appears on personal policies as an insured location rental) at least 10 days prior to the event.
- **The fireplace is not to be used.**

FOR EMERGENCIES CALL: Recreation Director, Daniel MacGlashing – 207-351-5485

_____ X _____ X
 Recreation Director Date Renter Date

SPECIAL ARRANGEMENTS:

OFFICE USE ONLY

APPROVED _____ DISAPPROVED _____

Town of Belgrade
CONTRACT FOR FACILITY USAGE
(Serving Alcohol)

Name of individual/organization responsible: _____
 Address: _____
 Telephone Number: (H) _____ (W) _____ (Mobile) _____
 Type of organization: _____ Type of Event: _____
 Date requested: _____ Set up Hours requested: _____ Rental Hours: (serving alcohol): _____ (C)
Circle One:
 Belgrade Resident Non Belgrade Resident

----- CIRCLE FACILITY THAT WILL BE RENTED?-----
BELGRADE COMMUNITY CENTER FOR ALL SEASONS **NORTH BELGRADE COMMUNITY CENTER**

Fee Structure: (Choose Low, Moderate or High) These fees AS WELL AS *REGULAR FACILITY USE FEES will be applied to the rental.

Risk	Low	Moderate	High
Type of Alcohol	Champagne Beer, Wine	Champagne, Beer, Wine	Champagne, Beer, Wine
Number of people	1 - 50	51 - 100	101 - 200
Security (in addition to one Center Staff member hired by the Lessee)	1 **security officer or 'bouncer' with ***TIPS training	1 **security officer and 'bouncer' with ***TIPS training	2 **security officers and 1 'bouncer'
Rental Fee * (in addition to regular facility use fees)	\$30/hour	\$80/hour	\$150/hour
Damage/Clean-up deposit **	\$250	\$500	\$1000
Servers/Caterer (TIPS training or equivalent)	Min. 1 ***TIPS trained server	Min. 1 ***TIPS trained server	Min. 2 ***TIPS trained servers

*Regular Facility Use Rental fees for Community Centers are as follows:
 Center For All Seasons – Resident - \$50.00 per hour /Center For All Seasons – Non-Resident - \$100.00 per hour
 North Belgrade Community Center – Resident - \$15.00 per hour / North Belgrade Community Center – Non-Resident - \$30.00 per hour
***NOTE: Set up and Clean up –The regular non-alcohol fee of \$50.00 for the Center For All Seasons and \$15.00 per hour for the North Belgrade Community Center will be charged to residents during the set-up and clean-up of each rental facility. The regular non-alcohol fee to non-residents during set-up and clean-up.**
**** Security will not be required during the rental set-up and clean-up periods.**
***** Tips trained OR training equivalent**
*****Non-profit Organizations operating within the Town of Belgrade are exempt from being charged a rental fee for**

Number of people _____

Security (in addition to one Center Staff member hired by the Lessee) _____

Rental Fee * (in addition to regular facility use fees) _____

Damage/Clean-up deposit ** _____

Servers/Caterer
(TIPS training or equivalent) _____

I WOULD LIKE TO USE THE STAGE AND HAVE IT SET UP FOR USE: \$10 _____

Cleaning Deposit (all renters) Returnable if space is left clean (write separate check) _____
Rental Fee _____

Checks payable to: **Town of Belgrade**
Send to: **Belgrade Community Center for All Seasons**
1 Center Drive
Belgrade, ME. 04917
207-495-3481

- I acknowledge and agree to the following:**
- Rental fees must be received 21 days prior to the event; deposit will be refunded if event is cancelled at least 21 days prior to the event.
 - If the facility is left in a clean and in orderly condition, the cleaning deposit will be returned within 14 days after the scheduled event.
 - All renters will be responsible for any damages incurred to the facility during their event.
 - Caterers must provide proof of insurance and must be provided at least 10 days prior to the event.
 - All facilities are non-smoking.
 - It is also acknowledged that failure to adhere to this contract may result in denial of future use of the facility to me and/or the organization I
 - **FIRE PLACE:** The fire place is not to be used, unless approved by the Recreation Director.
 - **EMERGENCIES CALL: Dan McGlashing - 207-351-5485**

_____	_____	X	_____	X
Unit Director	Date	Renter	Date	

SPECIAL ARRANGEMENTS:

Town of Belgrade
CONTRACT FOR FACILITY USAGE
(Serving Alcohol)

Name of individual/organization responsible: _____
 Address: _____
 Telephone Number: (H) _____ (W) _____ (Mobile) _____
 Type of organization: _____ Type of Event: _____
 Date requested: _____ Set up* Hours requested: _____ Rental Hours: (serving alcohol): _____
 Number of People: _____

Circle One: Belgrade Resident Non-Belgrade Resident
 Are you a Belgrade Community Service or Belgrade Non-profit organization****? _____
Circle Facility to be Rented: Belgrade Community Center for All Seasons North Belgrade Community Center

Fee Structure for period of event during which alcohol is served: (Choose Low, Moderate or High according to number of people)

Risk	Low	Moderate	High
Type of Alcohol	Champagne Beer, Wine	Champagne, Beer, Wine	Champagne
Number of people	1 - 50	51 - 100	101 - 150
Security (in addition to one Center Staff member hired by the Lessee)	One security officer** or 'bouncer' with TIPS training***	One security officer** and 'bouncer' with TIPS training***	Two security officers** and 1 'bouncer' with TIPS training***
Rental Fee * (in addition to regular facility use fees)	\$30/hour	\$80/hour	\$150/hour
Damage/Clean-up deposit **	\$250	\$500	\$750
Servers/Caterer (TIPS training or equivalent)	Min. one TIPS trained*** server	Min. one TIPS trained*** server	Min. two TIPS trained*** servers

* Circle the fee that will apply during Set up and Clean up periods (regular rental fee according to resident or non-resident status)
 Center For All Seasons Residents: \$50.00/hr Non-Residents = \$100/hr
 North Belgrade Community Center Residents: \$25.00/hr Non-Residents = \$50/hr

** Security will not be required during the rental set-up and clean-up periods.

*** Tips trained OR training equivalent

**** Non-profit organizations based in the Town of Belgrade may be exempt from being charged a rental fee for town facility use. Exemption from rental fees is subject to the review and discretion of the recreation director. Exemptions will be reviewed on a case-by-case basis. Organizations must provide proof of non-profit status.

Security (in addition to one Center Staff member hired by the Lessee; number and who): _____

Servers/Caterer (TIPS training or equivalent; number and who): _____

FEES

Set-up/Clean-up Time Fees (regular rental fees*):	
Alcohol Use Rental Fee:	
Stage Set-Up (\$30.00):	
TOTAL:	
Damage/Clean-up deposit (separate Check)	

Make Checks payable to: Town of Belgrade
Send to: Belgrade Community Center for All Seasons
 1 Center Drive
 Belgrade, ME 04917

Your signature below (by 'X') indicates that you acknowledge and agree to the terms and conditions of this contract.

- In addition to approval, your deposit confirms the reservation. Without your deposit, your rental cannot be guaranteed. All fees must be refunded if you cancel at least 21 days prior to the event.
- The \$50 cleaning deposit is due with contract for usage of the facility. Your deposit will NOT be cashed unless the facility is not left in the negligent damage during your rental. There is a carry-in/carry-out trash policy. Renters will be responsible for any damages incurred to the facility. If left in a clean and orderly condition, the cleaning deposit check for \$50.00 will be shredded. Note that the check can be returned within 14 days requested (provide stamped, self-addressed envelope with this application).
- All facilities are non-smoking.
- Failure to adhere to this contract may result in denial of future use of the facility by the individual and/or organization.
- Caterers must provide proof of insurance, which must be provided at least 10 days prior to the event.
- **If applicable**, renters must provide proof of comprehensive general liability insurance (appears on personal policies as an insured location rental). **The fireplace is not to be used.**

FOR EMERGENCIES CALL: Recreation Director, Daniel MacGlashing – 207-351-5485

_____ X _____ X
 Recreation Director Date Renter Date

SPECIAL ARRANGEMENTS:

memo

RE: Amendments to the Commercial Development Ordinance (the old ordinance was not tracked changed)

The new recommendations show where the changes are being recommended..

Timeline to move the amendments forward for the November 8th election.

- Nov. 8 – Election Day.
- Oct. 7 – Absentee voting begins.
- Sept. 8 – 60 days prior to the election, the Town Clerk must have received the approved ballot language.
- Sept. 6 – Selectboard approves proposed amendments and ballot language.
- Aug. 18 – Planning Board considers Town Attorney's suggestions regarding proposed amendments and approves final proposed language.
- Aug. 3 – Proposed amendments sent to Town Attorney for legal review.
- Aug. 2 – Selectboard reviews and considers proposed amendments.
- July 21 – Planning Board approves proposed amendments for Selectboard's review and consideration.
- July 7 – Planning Board considers input from public informational meeting.

ARTICLE 1: GENERAL PROVISIONS

SECTION 2 AUTHORITY

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

ARTICLE 2: PURPOSE

SECTION 1 PURPOSE

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

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

ARTICLE 3: APPLICABILITY

SECTION 1 APPLICABILITY

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

SECTION 2 USES NOT REQUIRING REVIEW

G. The following solar energy producing facilities:

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

ARTICLE 4: ADMINISTRATION AND ENFORCEMENT

SECTION 4 PERMIT ADMINISTRATION

4.1 Expiration

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

SECTION 9 REVISIONS TO AN APPROVED PLAN

9.1

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

ARTICLE 7: DEVELOPMENT STANDARDS FOR SPECIFIC ACTIVITIES

SECTION 3 TELECOMMUNICATIONS TOWERS

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

C. Decommissioning

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

If the owner fails to show that the facility is not abandoned, the owner shall have thirty (30) days to submit a decommissioning plan for Planning Board approval, and one hundred fifty (150) days after Planning Board approval to remove and decommission the facility. If the facility is not fully decommissioned within that time period, the Town may compel the owner to comply with the ordinance's removal and decommissioning requirements through an enforcement action or to remove and decommission the facility at the owner's expense, drawing upon the bond required in Article VII.3.A.1 above to defray the costs. Decommissioning shall include, but not be limited to the removal of towers, antennas, mounts, equipment shelters, security barriers, and all other above and below ground facility components. Decommissioning shall include soil erosion control measures and site reclamation to return the site to its pre-construction condition, including the removal of roads, and reestablishment of vegetation.

SECTION 4 WIND ENERGY FACILITIES

A. Design and Construction

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

E. Decommissioning

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

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

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

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

3. Plans for the restoration of the wind energy facility site to its pre-development condition.
4. An estimate of the total cost of decommissioning and itemization of the estimated major expenses, including projected costs of measures taken to minimize or prevent adverse effects on the environment during implementation of the decommissioning plan. The itemization of major costs shall include, but is not limited to, the cost of the following activities: turbine removal; turbine foundation removal and permanent stabilization; transmission corridor removal and permanent stabilization; road infrastructure removal and permanent stabilization; and site restoration. This cost estimate must be updated every three (3) years and submitted to the Planning Board for its approval.
5. Demonstration in the form of an irrevocable letter of credit from a state or federally regulated bank or credit union, a certified check payable to the municipality, or a savings account or certificate of deposit naming the municipality as owner, for the establishment of an escrow account; or other form of financial assurance as may be acceptable to the Planning Board that

upon the end of the useful commercial life of the development, the applicant will have the necessary financial assurance in place for 125% of the total cost of decommissioning. The owner of the facility shall provide the Planning Board with a revised decommissioning cost estimate and structural evaluation prepared by professional civil engineer licensed in Maine or a professional turbine construction company every three (3) years from the date of the Planning Board's of the wind energy facility plan. The financial assurance shall include a provision granting the Town the ability to access funds and property and perform decommissioning if the development is abandoned or the applicant or subsequent responsible party fails to meet their obligations after reasonable notice, to be defined in the agreement and approved by the Planning Board.

6. Transfer of ownership. Upon transfer of ownership of a wind energy facility development subject to a decommissioning plan approved under this ordinance, a person that transfers ownership of the development remains jointly and severally liable for implementation of the plan until the Planning Board approves transfer of the decommissioning plan to the new owner or operator. New owners must demonstrate to the Planning Board's satisfaction an ability to meet the financial assurance requirement.

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

ARTICLE 8: DEFINITIONS

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

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

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

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

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

A. That consists of 5 or more contiguous acres;

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

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

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

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

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

1) selling power to the regional electric grid;

2) that is classified by the Maine Public Utilities Commission as a community-based or a distributed generation renewable energy project;

3) producing energy for use by a commercial, industrial or institutional land use; or

4) generating and providing electrical power to the grid under a net-metering agreement with Central Maine Power Company in accordance with Chapter 313 of the Maine Public Utilities Commission regulations.

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

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

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

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

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

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

SECTION 5 NON-RESIDENTIAL SOLAR ENERGY-PRODUCING FACILITIES

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

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

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

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

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

8. A full official land survey of the proposed site. Must include any Rights of way and Easements on the property and be sealed and/or stamped by a Maine licensed professional surveyor.

9. An operations and maintenance plan, including site control and the projected operating life of the facility;

10. An emergency management plan for all anticipated hazards;

11. Proof of financial capacity to construct and operate the proposed solar facility; and

12. Name and contact information for solar system installer, and if different, the name, contact information and license number of the supervising Maine licensed electrician;

13. Written certification by the installer that all electrical components shall be installed in accordance with the National Electrical Code;

14. Provide a one- or three-line electrical diagram detailing the electrical components installation and electrical inter-connections to the Belgrade fire chief;

15. Stream crossing detailed design plans;

16. Prime agricultural soils identification and mapping conducted by a Maine-licensed soil scientist in accordance with the Maine Department of Agriculture, Conservation & Forestry guidelines, Determining Prime Farmland Soils and Soils of Statewide Importance for Siting Solar Projects in Maine, May 2020, or as revised; and,

17. Maine Inland Fisheries & Wildlife Beginning with Habitat program mapping of high-value plant and animal species habitat on the project parcel and abutting parcels. High and moderate deer yard mapping within 1,500 feet of the development.

18. A Visual Impact Assessment, an analysis to determine potential visual effect of the solar facility, must be undertaken. In all visual impact assessments, scenic resources within the viewshed of the proposed activity must be identified and the existing surrounding landscape must be described. The assessment must be completed following standard professional practices, including Sections 4-7, Section 10 and Appendix A of Chapter 315 of the Maine Department of Environmental Protection regulations, Assessing and Mitigating Impacts to Existing Scenic and Aesthetic Uses (except "Planning Board" replaces "Department"), to illustrate the proposed change to the visual environment and the effectiveness of any proposed mitigation measures.

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

The Visual Impact Assessment must include the following elements:

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

A geographical representation of all the areas within a minimum of 3 miles of where the solar facility, from its highest points is visible from the surrounding (impact) area shall be presented. The radius of the impact area to be analyzed must be based on the relative size and scope of the proposed activity given the specific location. Areas of the impact area from which the facility will be visible, including representative and worst-case viewpoints, must be identified. At a minimum, these public recreation and scenic resources within the boundaries of the Town of Belgrade are to be considered viewpoints for inclusion in this analysis: Great Pond, Long Pond, Messalonskee Lake, Salmon Lake, McGrath Pond, Minot Hill Road, areas of the Belgrade Lakes Golf Club open to the general public and above 400 feet elevation, and areas of Belgrade accessible by public road with an elevation

above sea level equal or greater than 550 feet. Line-of-sight profiles constitute the simplest acceptable method of illustrating the potential visual impact of the proposed activity from viewpoints within the context of its viewshed. A line-of-sight profile represents the path, real or imagined, that the eye follows from a specific point to another point when viewing the landscape.

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

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

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

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

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

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

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

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

d. Demonstration in the form of an irrevocable letter of credit from a state or federally regulated bank or credit union, a certified check payable to the municipality or a savings account or certificate of deposit naming the municipality as owner, for the establishment of an escrow account; or other form of financial assurance as may be acceptable to the Planning Board that upon the end of the useful life of the solar facility the Applicant will have the necessary financial assurance in place for 125% of the total cost of decommissioning. The owner of the facility shall provide the Planning Board with a revised removal cost estimate and structural evaluation prepared by a professional civil engineer licensed in Maine or a

professional array construction company every three (3) years from the date of the Planning Board's approval of the solar array complex plan. The financial assurance shall include a provision granting the Town the ability to access the funds and property and perform the decommissioning if the development is abandoned or the Applicant or subsequent responsible party fails to meet their obligations after reasonable notice, to be defined in the agreement and approved by the Planning Board.

e. Transfer of ownership. Upon a transfer of ownership of a commercial solar energy development subject to a decommissioning plan approved under this ordinance, a person that transfers ownership of the development remains jointly and severally liable for implementation of the plan until the Planning Board approves transfer of the decommissioning plan to the new owner or operator. New owners must demonstrate to the Planning Board's satisfaction an ability to meet the financial assurance requirement.

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

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

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

- a. The Shoreland Zone as mapped in the Belgrade Shoreland Zoning Ordinance map;
- b. The Village and Critical Resource Conservation Districts as described and mapped by the Town of Belgrade 2014 Comprehensive Plan;
- c. Areas of 20% or greater slope;
- d. Areas with elevations above sea level of 550 feet or greater; and
- e. No more than five (5) contiguous acres of the total project area may be located on land with soils defined by the U.S. Dept. of Agriculture's Natural Resources Conservation Services as "prime farmland" or "farmland of statewide importance" as determined by a field survey conducted by a Maine licensed soil scientist and in accordance with the Maine Dept. of Agriculture, Conservation and Forestry's May 2020 guidance document titled "Determining Prime Farmland Soils and Soils of Statewide Importance for Siting Solar Projects in Maine."

2. Other prohibitions:

- a. The development or construction of solar concentrating power plants are prohibited; and
- b. Transformers and other electrical equipment using halogen or PCB oils as coolants are prohibited.

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

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

5. Minimum Setbacks:

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

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

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

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

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

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

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

b. Minimum vegetative screening dimensions:

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

ii. 250 in depth along the common property line(s) with an existing residential dwelling unit that extends along the length of the property line demarcated by a 180-degree arc with a radius of 250' from each corner of the residential dwelling

unit. Screening will be provided along the greatest length of property line indicated by this measurement method.

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

iv. Vegetative screening is to be provided from any property line in common with a residential subdivision previously approved by the Town of Belgrade. Such vegetative screening is to be a minimum of 50' in depth. Eighty percent obscuration from such a property line is not required in this specific instance only.

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

vi. Where no vegetation can be grown due to unique site conditions, the Planning Board may approve a visual screen consisting of fences, walls, berms or a combination thereof that achieve 80-percent obscuration from a property line, provided that such structures are not placed closer than 15 feet to a property line or public or private road right-of-way, or in the case of a private road where the location of the right-of-way has not been surveyed and recorded in the Kennebec County Registry of Deeds in a deed, subdivision plan, plot plan or other similar legal document, solar modules may not be located less than 250 feet from the near edge of the current physical location of the private road. Artificial screening shall be a of sufficient height and length to effectively screen the facility from view.

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

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

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

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

crossings shall be designed by a Maine registered professional engineer based on the principles of the Maine Stream Smart program.

b. 250' setback and natural vegetation buffer from habitat of high value plant and animal species as identified and mapped by the Maine Department of Inland Fisheries and Wildlife's Beginning with Habitat program, including but not limited to habitat for state or federally listed endangered species, significant vernal pools, and high or moderate value waterfowl and wading bird habitats.

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

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

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

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

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

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

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

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

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

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

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

b. The existing character of the surrounding area;

c. The expectations of the typical viewer;

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

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

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

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

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

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

16. Inspection Requirements:

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

b. Monthly inspections. A monthly physical inspection shall be conducted of the physical integrity all modules, transformers, inverters and other electrical components, and to identify any evidence

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

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

While we originally did not think that the water utility would fall under the jurisdiction of the PUC, I'm not sure that is still the case, since they will be charging a fee. This process has been a bit of a moving target. When I first drafted this agreement, I was under the impression that they did not meet the definition of a water utility under PUC laws because they were not going to charge the users. Now that it's been clarified that they do intend to charge, I'm concerned that they now meet the definition of a "water utility" and may need additional PUC approval. They definitely will need PUC approval for rate establishment. In addition, 35-A sec. 6102 further requires that, before commencing construction of the water line, the water utility must file the plans and specs with the PUC for approval. If this step is, in fact, required, this will need to happen before we go out to bid.

A "water district" is created by Private and Special Law to perform the functions of a "water utility" (35-A sec. 6101). A "water utility", by definition, operates water works for compensation (35-A sec. 102).

memo

RE: Request to purchase a bench for Belgrade Lakes in memory.

Douglas Beck has sent several emails and made several phone calls he would like to purchase a bench in memory of his wife to be placed in the Belgrade Lakes Village Area.

- Attached is the chain of emails sent by Mr. Beck.

Mary Vogel

From: Douglas Beck <douglasbeck52@gmail.com>
Sent: Thursday, July 14, 2022 3:02 PM
To: Mary Vogel
Subject: Re: Benches in Downtown Belgrade

EXTERNAL MESSAGE:

Thank you

Sent from my iPhone

On Jul 14, 2022, at 12:15 PM, Mary Vogel <townclerk@townofbelgrade.com> wrote:

Hi Doug,

I have placed your request on the agenda for the board of Selectpersons for next Tuesday, July 19 at 6:30 pm, you can zoom into the meeting or if you are here in Maine you may attend in person. Here is the zoom link: Selectboard meeting
Event Date: Tuesday, July 19, 2022 - 6:30pm. The five-member elected Board of Selectpersons meets at 6:30 p.m. on the first and third Tuesdays of the month. Meetings are currently being conducted via Zoom at <https://us02web.zoom.us/j/81131427984>. All Town board and committee meetings are open to the public. The Selectboard serves as Belgrade's governing body on matters that are not statutorily required to be approved by the voters. The Board's duties include recommending a budget and most ordinances for voter consideration, approving expenditures and Town policies, appointing members to Town boards and committees, and hiring and evaluating the Town Manager, who oversees the Town's day-to-day operation on the Board's behalf.

We should have a response for you after the meeting Doug, take care

Mary J. Vogel
Town Clerk
Town of Belgrade
990 Augusta Road
Belgrade, Maine 04917
PH: 207-495-2258
FAX: 207-495-2742

From: Douglas Beck <douglasbeck52@gmail.com>
Sent: Monday, July 11, 2022 7:23 PM
To: Mary Vogel <townclerk@townofbelgrade.com>
Subject: Re: Benches in Downtown Belgrade

EXTERNAL MESSAGE:

We are not fussy on location. How about the park right next to Days Store. We want a bench. I am ready to pay now.

Sent from my iPhone

On Jul 8, 2022, at 5:38 AM, Mary Vogel <townclerk@townofbelgrade.com> wrote:

Thanks, I will let you know. Have a nice weekend!

*Mary J. Vogel
Town Clerk
Town of Belgrade
990 Augusta Road
Belgrade, Maine 04917
PH: 207-495-2258
FAX: 207-495-2742*

From: Douglas Beck <douglasbeck52@gmail.com>
Sent: Thursday, July 7, 2022 1:45 PM
To: Mary Vogel <townclerk@townofbelgrade.com>
Subject: Re: Benches in Downtown Belgrade

EXTERNAL MESSAGE:

I have \$5,000 for a bench. Tell me when you need the money.

Sent from my iPhone

On Jul 7, 2022, at 10:39 AM, Mary Vogel
<townclerk@townofbelgrade.com> wrote:

Good afternoon, Douglas,

I have finally been able to reach someone regarding the benches in the village. The benches were \$5,000 each, currently there are five others on the list who have put in for benches. The town/village are deciding the best location for these as the Village Green currently is full. They are still looking for someone who would like to donate one more lamp post for \$10,000. The lamp post has a placard for a memorial. I am putting you in touch with Carol Johnson, who is a selectperson and part of the friends of the Belgrade Lakes village. She can provide you additional information.

Hope this helps! 😊

Mary J. Vogel
Town Clerk
Town of Belgrade
990 Augusta Road
Belgrade, Maine 04917
PH: 207-495-2258
FAX: 207-495-2742

From: Douglas Beck <douglasbeck52@gmail.com>
Sent: Tuesday, June 28, 2022 8:31 PM
To: Mary Vogel <townclerk@townofbelgrade.com>
Subject: Benches in Downtown Belgrade

EXTERNAL MESSAGE:

We would like to consider donating a “Bench” at an available location in Downtown Belgrade. What is the cost of doing so.

Douglas Beck
1311 East Tobermory Way
Holladay, Utah 84117
801-455-1520
douglasbeck52@gmail.com

memo

RE: Discussion of the creation of a facilities maintenance committee.

-
- This is on the agenda at the request of the Selectboard Chair, Ms. Jewell

memo

RE: Interim Town Manager

-
- The current interim Town Manager Dennis Keschl, will not be continuing after July29th.

memo

RE: Town Office Closure- July 27th 1-4 p.m. Trio will be moving everything over to the new server, they are currently on our old server. For this migration the office will not be able to wait on customers.

memo

- The Town of Rome Interlocal Agreement from September 6th – 16th, they are replacing asbestos tiles and request the town to handle their registrations.
-

- Attached is the interlocal agreement for the Town Manager to sign

Interlocal Agreement

between the Town of Rome and the Town of Belgrade
for the provision of registration services

Responding to a request from the Town of Rome's lead Selectman, the Town of Belgrade Board of Selectpersons on July 19, 2022, approved providing the registration services listed below when the Town of Rome is unavailable for multiple consecutive days, necessitating the closure of the Rome Town Office.

Services to be provided include:

- Vehicle registrations
- Boat registrations
- Snowmobile registrations
- ATV registrations

Registration services will be provided during the Belgrade Town Office's normal operating hours of 8 a.m.-4:30 p.m. weekdays and until 7 p.m. Thursdays.

To ensure an accurate accounting, Rome residents will be required to write one check to the Town of Belgrade. The Town of Belgrade will photocopy all registrations and submit a one check to the Town of Rome at the next regularly scheduled Selectboard meeting on Tuesday, September 20, 2022.

This agreement will remain in effect for the weeks of September 6, 2022 through September 16, 2022.

Date: July 19, 2022

Dennis L. Keschl, Belgrade Town Manager

memo

RE: Warrant

A / P Warrant

Warrant 82

Jrnl	Check	Month	Invoice Description	Reference	Amount	Encumbrance
Description			Account	Proj		
00544 ADVANCE AUTO PARTS						
0296	22809	07	FIRE TRUCK CLEANING		8455217132952	
FIRE TRUCK CLEANING			E 05-05-30-04		55.74	0.00
			PUBLIC SAFTY / FD/ RSC DEPT - SUPPLIES / OPERATING			
			Vendor Total-		55.74	
00118 B&B EMBROIDERY						
0296	22810	07	CAMP T-SHIRTS		48580	
CAMP T-SHIRTS			E 25-30-30-08		1,228.22	0.00
			RECREATION / REC PROGRAMS - SUPPLIES / CLOTHING			
			Vendor Total-		1,228.22	
00238 BAKER & TAYLOR BOOKS # 510486						
0296	22811	07	JULY BOOKS		5017834939	
JULY BOOKS			E 30-01-30-09		198.05	0.00
			LIBRARY / LIBRARY - SUPPLIES / BOOKS			
			Vendor Total-		198.05	
00271 BERNSTEIN, SHUR, SAWYER & NELSON						
0296	22812	07	MONTHLY RETAINER		JUNE 2022	
MONTHLY RETAINER			E 01-10-15-02		1,000.00	0.00
			GEN'L GOV. / ADMIN - PROFESSIONAL / LEGAL			
			Vendor Total-		1,000.00	
00386 BOUNDTREE MEDICAL						
0296	22813	07	GAUZE		84577850	
GAUZE			E 05-05-30-07		16.30	0.00
			PUBLIC SAFTY / FD/ RSC DEPT - SUPPLIES / EMS			
			Invoice Total-		16.30	
0296	22813	07	IV KIT		84564335	
IV KIT			E 05-05-30-07		52.16	0.00
			PUBLIC SAFTY / FD/ RSC DEPT - SUPPLIES / EMS			
			Invoice Total-		52.16	
0296	22813	07	EMS SUPPLIES		84562698	
EMS SUPPLIES			E 05-05-30-07		49.61	0.00
			PUBLIC SAFTY / FD/ RSC DEPT - SUPPLIES / EMS			
			Invoice Total-		49.61	
0296	22813	07	EMS SUPPLIES		84571401	
EMS SUPPLIES			E 05-05-30-07		502.12	0.00
			PUBLIC SAFTY / FD/ RSC DEPT - SUPPLIES / EMS			
			Invoice Total-		502.12	
0296	22813	07	IV FLUSH SYRINGE		84583682	
IV FLUSH SYRINGE			E 05-05-30-07		199.00	0.00
			PUBLIC SAFTY / FD/ RSC DEPT - SUPPLIES / EMS			
			Invoice Total-		199.00	
			Vendor Total-		819.19	
00000 BREAU, DENNY						
0296	22814	07	7/14 CONCERT		DENNY BREAU	
7/14 CONCERT			E 25-30-31-12		450.00	0.00
			RECREATION / REC PROGRAMS - SPECIAL / MUSIC PROGRA			
			Vendor Total-		450.00	
00376 CARDMEMBER SERVICES						
0296	22818	07	FOOD FOR HOSE TESTING		0243	
FOOD FOR HOSE TESTING			E 05-05-30-05		125.50	0.00
			PUBLIC SAFTY / FD/ RSC DEPT - SUPPLIES / FOOD/WATER			
			Invoice Total-		125.50	

A / P Warrant

Warrant 82

Jrnl	Check	Month	Invoice Description	Reference	Amount	Encumbrance	
Description			Account	Proj			
0296	22818	07	COOLER FOR WATER	4993			
COOLER FOR WATER			E 05-05-40-04		42.99	0.00	
			PUBLIC SAFTY / FD/ RSC DEPT - PURCHASES / EQUIPMENT				
			Invoice Total-			42.99	
0296	22818	07	EYE WASH STATION DEPOT-FD	4484			
EYE WASH STATION DEPOT-FD			E 13-06-35-08		47.99	0.00	
			FACILITIES / FD:LAKES - REPAIRS / BUILDING				
			Invoice Total-			47.99	
0296	22818	07	BAGS	1729			
BAGS			E 05-05-30-07		18.29	0.00	
			PUBLIC SAFTY / FD/ RSC DEPT - SUPPLIES / EMS				
			Invoice Total-			18.29	
0296	22818	07	2 ADOBE SUBSCRIPTIONS	6459, 7932			
2 ADOBE SUBSCRIPTIONS			E 01-10-20-07		31.62	0.00	
			GEN'L GOV. / ADMIN - SERVICES / CONTRACTED				
			Invoice Total-			31.62	
0296	22818	07	POSTAGE	8619			
POSTAGE			E 01-10-30-01		810.80	0.00	
			GEN'L GOV. / ADMIN - SUPPLIES / POSTAGE				
			Invoice Total-			810.80	
0296	22818	07	FOOD FOR ELECTION	0079			
FOOD FOR ELECTION			E 01-35-30-05		194.82	0.00	
			GEN'L GOV. / ELECTIONS - SUPPLIES / FOOD/WATER				
			Invoice Total-			194.82	
0296	22818	07	GAS FOR FACILITIES	3404			
GAS FOR FACILITIES			E 13-01-30-02		15.07	0.00	
			FACILITIES / GENERAL - SUPPLIES / FUEL				
			Invoice Total-			15.07	
0296	22818	07	WATER FOR FACILITIES	6678			
WATER FOR FACILITIES			E 13-01-30-05		7.29	0.00	
			FACILITIES / GENERAL - SUPPLIES / FOOD/WATER				
			Invoice Total-			7.29	
0296	22818	07	ADOBE SUBSCRIPTION	4417			
ADOBE SUBSCRIPTION			E 01-10-20-07		15.81	0.00	
			GEN'L GOV. / ADMIN - SERVICES / CONTRACTED				
			Invoice Total-			15.81	
0296	22818	07	TRAILER GATE	4730			
TRAILER GATE			E 13-01-40-04		197.95	0.00	
			FACILITIES / GENERAL - PURCHASES / EQUIPMENT				
			Invoice Total-			197.95	
0296	22818	07	PHONE CASE	2303			
PHONE CASE			E 01-10-30-04		25.98	0.00	
			GEN'L GOV. / ADMIN - SUPPLIES / OPERATING				
			Invoice Total-			25.98	
0296	22818	07	HAND TRUCK	8711			
HAND TRUCK			E 13-01-30-04		89.99	0.00	
			FACILITIES / GENERAL - SUPPLIES / OPERATING				
			Invoice Total-			89.99	
0296	22818	07	LIBRARY ZOOM SUBSCRIPTION	4730			
LIBRARY ZOOM SUBSCRIPTION			E 30-01-20-07		15.89	0.00	
			LIBRARY / LIBRARY - SERVICES / CONTRACTED				
			Invoice Total-			15.89	
0296	22818	07	PHONE CHARGER	5752			
PHONE CHARGER			E 01-10-30-03		28.37	0.00	

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Jrnl	Check	Month	Invoice Description	Reference	Amount	Encumbrance
Description			Account	Proj		
			GEN'L GOV. / ADMIN - SUPPLIES / OFFICE			
			Invoice Total-		28.37	
0296	22818	07	KEY SAFE WALL MOUNT	0383		
			E 13-01-30-04		80.97	0.00
			FACILITIES / GENERAL - SUPPLIES / OPERATING			
			Invoice Total-		80.97	
0296	22818	07	NBCC WATER TESTING	2673		
			E 13-03-20-08		100.00	0.00
			FACILITIES / NBCC - SERVICES / WATER QUALTY			
			Invoice Total-		100.00	
0296	22818	07	TOWN OFFICE WATER TESTING	2699		
			E 13-14-20-08		100.00	0.00
			FACILITIES / TOWN OFFICE - SERVICES / WATER QUALTY			
			Invoice Total-		100.00	
0296	22818	07	LAKES FD WATER TESTING	2681		
			E 13-06-20-08		100.00	0.00
			FACILITIES / FD:LAKES - SERVICES / WATER QUALTY			
			Invoice Total-		100.00	
0296	22818	07	CFAS WATER TESTING	8934		
			E 13-02-20-08		100.00	0.00
			FACILITIES / CFAS - SERVICES / WATER QUALTY			
			Invoice Total-		100.00	
0296	22818	07	BOOKS AND PERIODICALS	3265		
			E 30-01-30-09		40.77	0.00
			LIBRARY / LIBRARY - SUPPLIES / BOOKS			
			Invoice Total-		40.77	
0296	22818	07	CRAFT SUPPLIES	3911		
			E 30-01-31-01		66.60	0.00
			LIBRARY / LIBRARY - SPECIAL / EVENTS			
			Invoice Total-		66.60	
0296	22818	07	POST IT NOTES	5858		
			E 30-01-30-03		23.99	0.00
			LIBRARY / LIBRARY - SUPPLIES / OFFICE			
			Invoice Total-		23.99	
0296	22818	07	WATER	0274		
			E 30-01-30-05		13.98	0.00
			LIBRARY / LIBRARY - SUPPLIES / FOOD/WATER			
			Invoice Total-		13.98	
0296	22818	07	FACEBOOK AD	7641		
			E 30-01-20-07		3.00	0.00
			LIBRARY / LIBRARY - SERVICES / CONTRACTED			
			Invoice Total-		3.00	
0296	22818	07	PICKLEBALL NET	7747		
			E 25-30-40-04		105.49	0.00
			RECREATION / REC PROGRAMS - PURCHASES / EQUIPMENT			
			Invoice Total-		105.49	
0296	22818	07	DODGEBALL EQUIPMENT	1035		
			E 25-30-40-04		412.16	0.00
			RECREATION / REC PROGRAMS - PURCHASES / EQUIPMENT			
			Invoice Total-		412.16	
0296	22818	07	REC SUPPLIES	6985		
			E 25-30-30-04		48.24	0.00
			RECREATION / REC PROGRAMS - SUPPLIES / OPERATING			
			Invoice Total-		48.24	

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Jrnl	Check	Month	Invoice Description	Reference	Amount	Encumbrance
Description	Account	Proj				
0296	22818	07	DYE, TAPE, SPONGES SUPPLI	6803		
DYE, TAPE, SPONGES SUPPLI	E 25-30-30-04				208.75	0.00
	RECREATION / REC PROGRAMS - SUPPLIES / OPERATING					
	Invoice Total-				208.75	
0296	22818	07	BUG SPRAY AND SUPPLIES	7066		
BUG SPRAY AND SUPPLIES	E 25-30-30-04				171.52	0.00
	RECREATION / REC PROGRAMS - SUPPLIES / OPERATING					
	Invoice Total-				171.52	
0296	22818	07	WATER AND CLEANING SUPP	7140		
WATER	E 25-30-30-05				20.00	0.00
	RECREATION / REC PROGRAMS - SUPPLIES / FOOD/WATER					
CLEANING	E 25-30-30-10				101.14	0.00
	RECREATION / REC PROGRAMS - SUPPLIES / CLEANING					
	Invoice Total-				121.14	
0296	22818	07	CEO POSTAGE	3219		
CEO POSTAGE	E 01-10-30-01				1.76	0.00
	GEN'L GOV. / ADMIN - SUPPLIES / POSTAGE					
	Invoice Total-				1.76	
0296	22818	07	MEASURING WHEEL	9260		
MEASURING WHEEL	E 01-20-30-04				82.98	0.00
	GEN'L GOV. / CODE ENFORCE - SUPPLIES / OPERATING					
	Invoice Total-				82.98	
0296	22818	07	CEO POSTAGE	7343		
CEO POSTAGE	E 01-10-30-01				4.33	0.00
	GEN'L GOV. / ADMIN - SUPPLIES / POSTAGE					
	Invoice Total-				4.33	
	Vendor Total-				3,454.04	
00468 CONSOLIDATED COMMUNICATIONS						
0296	22819	07	FD FAX LINE	JULY 2022		
FD FAX LINE	E 05-05-20-01				49.58	0.00
	PUBLIC SAFTY / FD/ RSC DEPT - SERVICES / COMMUNICATIO					
	Invoice Total-				49.58	
0296	22819	07	TOWN OFFICE FAX LINE	JULY 2022		
TOWN OFFICE FAX LINE	E 01-10-20-01				51.34	0.00
	GEN'L GOV. / ADMIN - SERVICES / COMMUNICATIO					
	Invoice Total-				51.34	
	Vendor Total-				100.92	
00107 DAVID HALLOWELL CONSTRUCTION LLC						
0296	22820	07	DEPOT ROAD GRAVEL	1248		
DEPOT ROAD GRAVEL	E 10-01-30-04				837.00	0.00
	PUBLIC WORKS / ROADS-GM - SUPPLIES / OPERATING					
	Vendor Total-				837.00	
00139 FIRE TECH & SAFETY						
0296	22821	07	LEATHER BOOT	205675		
BOOT	E 05-05-40-04				365.00	0.00
	PUBLIC SAFTY / FD/ RSC DEPT - PURCHASES / EQUIPMENT					
	Vendor Total-				365.00	
00000 FRASER, ROSE AND DOUGLAS						
0296	22822	07	REFUND OF LOTS PURCHASED			
REFUND OF LOTS PURCHASED	R 01-22				100.00	0.00
	GEN'L GOV. - GRAVE OPENIN					
	Vendor Total-				100.00	
00066 GENERATORS OF MAINE, INC						

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Jrnl	Check	Month	Invoice Description	Reference	Amount	Encumbrance
Description	Account	Proj				
0296	22823	07	LIGHT FIXTURE MAIN ST	1270		
LIGHT FIXTURE MAIN ST	G 3-620-00				7,562.37	0.00
	CAPITAL PROJ / VILLAGE LIGH					
			Invoice Total-		7,562.37	
0296	22823	07	TOWN GARAGE LIGHTS	1350		
TOWN GARAGE LIGHTS	E 13-04-35-08				696.53	0.00
	FACILITIES / GARAGE - REPAIRS / BUILDING					
			Invoice Total-		696.53	
			Vendor Total-		8,258.90	
00009 HAMMOND LUMBER COMPANY						
0296	22824	07	PAINT TS OFFICE	5668355		
PAINT TS OFFICE	E 13-08-35-08				124.03	0.00
	FACILITIES / FD:NB - REPAIRS / BUILDING					
			Invoice Total-		124.03	
0296	22824	07	POST FOR SIGN @ PARK	5672873		
POST FOR SIGN @ PARK	E 13-10-35-08				32.99	0.00
	FACILITIES / PARKS - REPAIRS / BUILDING					
			Invoice Total-		32.99	
0296	22824	07	CHAINS	5646132		
CHAINS	E 13-01-30-04				77.77	0.00
	FACILITIES / GENERAL - SUPPLIES / OPERATING					
			Invoice Total-		77.77	
			Vendor Total-		234.79	
00115 HUSSEY COMMUNICATIONS, INC.						
0296	22825	07	REPEATER REPAIRS	139478		
REPEATER REPAIRS	G 3-606-00				414.56	0.00
	CAPITAL PROJ / TOWER					
			Vendor Total-		414.56	
00267 IRVING OIL CORPORATION						
0296	22826	07	FACILITY FUEL	34568629		
FACILITY FUEL	E 13-01-30-02				165.45	0.00
	FACILITIES / GENERAL - SUPPLIES / FUEL					
			Invoice Total-		165.45	
0296	22826	07	FACILITY/CEMETERY FUEL	34568631		
CEMETERY	E 12-01-30-02				270.72	0.00
	CEMETERY / CEMETERY - SUPPLIES / FUEL					
FACILITY	E 13-01-30-02				967.33	0.00
	FACILITIES / GENERAL - SUPPLIES / FUEL					
			Invoice Total-		1,238.05	
			Vendor Total-		1,403.50	
00749 IWORO						
0296	22827	07	CEO SOFTWARE	198164		
CEO SOFTWARE	E 01-20-46-12				6,000.00	0.00
	GEN'L GOV. / CODE ENFORCE - LICENSES / CEO SOFTWARE					
			Vendor Total-		6,000.00	
00638 LEAF						
0296	22828	07	TOWN OFFICE COPIER	13452267		
TOWN OFFICE COPIER	E 01-10-20-14				155.98	0.00
	GEN'L GOV. / ADMIN - SERVICES / COPIER					
			Vendor Total-		155.98	
00002 MAINE MUNICIPAL ASSOCIATION						
0296	22829	07	UNEMPLOYMENT	31900		
UNEMPLOYMENT	E 23-20-99-99				889.58	0.00
						*** SEPARATE ***

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Jrnl	Check	Month	Invoice Description	Reference	Amount	Encumbrance
Description	Account	Proj				
			INSURANCE / UNEMPLOYMENT - EXPENSE / EXPENSE			
			Vendor Total-		889.58	
00582 MAINE TECHNOLOGY GROUP						
0296	22830	07	JULY IT SERVICES	29171		
JULY IT SERVICES	E 01-10-15-03				1,562.31	0.00
			GEN'L GOV. / ADMIN - PROFESSIONAL / IT SUPPORT			
			Vendor Total-		1,562.31	
00532 MARSHALL GRINDING						
0296	22831	07	GRINDING DEMO WOOD	2022		
GRINDING DEMO WOOD	E 15-05-20-13				4,809.00	0.00
			SOLID WASTE / WASTE - SERVICES / DISPOSAL			
			Invoice Total-		4,809.00	
0296	22831	07	DEMO WOOD GRINDING			
DEMO WOOD GRINDING	E 15-05-20-13				1,065.40	0.00
			SOLID WASTE / WASTE - SERVICES / DISPOSAL			
			Invoice Total-		1,065.40	
			Vendor Total-		5,874.40	
00742 MB TRACTOR & EQUIPMENT						
0296	22832	07	2001 KUBOTA ZG222 REPAIRS	FW04194		
2001 KUBOTA ZG222 REPAIRS	E 12-01-35-01				1,034.31	0.00
			CEMETERY / CEMETERY - REPAIRS / EQUIPMENT			
			Vendor Total-		1,034.31	
00000 MCCA, DAN						
0296	22833	07	CONCERT 7/7	THE COWBOY ANGE		
CONCERT 7/7	E 25-30-31-12				450.00	0.00
			RECREATION / REC PROGRAMS - SPECIAL / MUSIC PROGRA			
			Vendor Total-		450.00	
00256 MODERN PEST SERVICES						
0296	22834	07	NBCC PEST CONTROL	5350307		
NBCC PEST CONTROL	E 13-03-20-12				57.00	0.00
			FACILITIES / NBCC - SERVICES / PEST CONTROL			
			Vendor Total-		57.00	
00751 MOSQUITO BANDITOS						
0296	22835	07	CFAS SPRAY	2022		
CFAS SPRAY	E 13-02-20-07				239.00	0.00
			FACILITIES / CFAS - SERVICES / CONTRACTED			
			Vendor Total-		239.00	
00174 MTCCA						
0296	22836	07	VITAL RECORDS TRAINING	1000424860		
VITAL RECORDS TRAINING	E 01-10-13-01				140.00	0.00
			GEN'L GOV. / ADMIN - EDUCATION / EDUCATION			
			Vendor Total-		140.00	
00676 PINE TREE WASTE						
0296	22837	07	TOILETS	1147709		
CEMTERY	E 12-01-20-06				130.00	0.00
			CEMETERY / CEMETERY - SERVICES / RENTALS			
GARAGE	E 13-04-20-06				130.00	0.00
			FACILITIES / GARAGE - SERVICES / RENTALS			
VILLAGE GREEN	E 13-10-20-06				130.00	0.00
			FACILITIES / PARKS - SERVICES / RENTALS			
			Invoice Total-		390.00	
0296	22837	07	TOILETS	1147708		

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Jrnl	Check	Month	Invoice Description	Reference	Amount	Encumbrance
Description			Account	Proj		
DEPOT FD			E 13-07-20-06		130.00	0.00
			FACILITIES / FD:DEPOT - SERVICES / RENTALS			
LONG POND BEACH			E 13-10-20-06		130.00	0.00
			FACILITIES / PARKS - SERVICES / RENTALS			
NBFD			E 13-08-20-06		130.00	0.00
			FACILITIES / FD:NB - SERVICES / RENTALS			
PENINSULA PARK			E 13-10-20-06		130.00	0.00
			FACILITIES / PARKS - SERVICES / RENTALS			
NBCC			E 13-03-20-06		130.00	0.00
			FACILITIES / NBCC - SERVICES / RENTALS			
			Invoice Total-		650.00	
			Vendor Total-		1,040.00	
00713 POULSON, CHRISTINE						
0296	22838	07	MANAGING 9 CONCERTS	7/11/2022		
			E 25-30-31-12		1,800.00	0.00
MANAGING 9 CONCERTS			RECREATION / REC PROGRAMS - SPECIAL / MUSIC PROGRA			
			Vendor Total-		1,800.00	
00040 POWER EQUIPMENT PLUS						
0296	22839	07	BATTERY FOR WALKER MOWER	99224125		
			E 12-01-35-01		100.75	0.00
BATTERY FOR WALKER MOWER			CEMETERY / CEMETERY - REPAIRS / EQUIPMENT			
			Vendor Total-		100.75	
00003 REGISTRY OF DEEDS						
0296	22840	07	1 LIEN DISCHARGE			
			E 01-10-47-01		19.00	0.00
1 LIEN DISCHARGE			GEN'L GOV. / ADMIN - FEES / DISCHARGE			
			Vendor Total-		19.00	
00385 RJD APPRAISAL						
0296	22841	07	JULY ASSESSING SERVICES	2022		
			E 01-10-15-04		2,208.33	0.00
JULY ASSESSING SERVICES			GEN'L GOV. / ADMIN - PROFESSIONAL / ASSESSING			
			Vendor Total-		2,208.33	
00750 RYAN NEZOL						
0296	22842	07	CFAS PAINTED PORCH	1		
			G 3-592-00		4,350.00	0.00
CFAS PAINTED PORCH			CAPITAL PROJ / RECREATION			
			Vendor Total-		4,350.00	
00114 SNOW POND TECHNOLOGY GROUP, INC.						
0296	22843	07	R-6 LAPTOP	8446		
			E 05-05-15-03		120.00	0.00
R-6 LAPTOP			PUBLIC SAFTY / FD/ RSC DEPT - PROFESSIONAL / IT SUPPORT			
			Vendor Total-		120.00	
00612 SPECTRUM ENTERPRISE						
0296	22844	07	TOWN OFFICE INTERNET	084051401070122		
			E 01-10-20-01		141.10	0.00
TOWN OFFICE INTERNET			GEN'L GOV. / ADMIN - SERVICES / COMMUNICATIO			
			Vendor Total-		141.10	
00048 TREASURER, STATE OF MAINE						
0296	22845	07	PLUMBING PERMITS			
			G 1-211-00		50.00	0.00
PLUMBING PERMITS			GEN'L FUND / PLUMB. PERM.			
			Vendor Total-		50.00	
00458 TREASURER, STATE OF MAINE						

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Jrnl	Check	Month	Invoice Description	Reference	Amount	Encumbrance
Description	Account	Proj				
0296	22846	07	CFAS DRINKING WATER FEE			
CFAS DRINKING WATER FEE	E 13-02-20-08				83.00	0.00
	FACILITIES / CFAS - SERVICES / WATER QUALTY					
	Vendor Total-				83.00	
00265 UNITED STATES CELLULAR						
0296	22847	07	COMMUNICATIONS	0517429880		
FACILITY	E 13-01-20-01				48.22	0.00
	FACILITIES / GENERAL - SERVICES / COMMUNICATIO					
TOWN MANAGER	E 01-10-20-01				140.97	0.00
	GEN'L GOV. / ADMIN - SERVICES / COMMUNICATIO					
FIRE DEPT	E 05-05-20-01				33.23	0.00
	PUBLIC SAFTY / FD/ RSC DEPT - SERVICES / COMMUNICATIO					
FACILITY	E 13-01-20-01				33.23	0.00
	FACILITIES / GENERAL - SERVICES / COMMUNICATIO					
TRANSFER STATION	E 15-05-20-01				33.23	0.00
	SOLID WASTE / WASTE - SERVICES / COMMUNICATIO					
FD HOTSPOT	E 05-05-20-01				41.81	0.00
	PUBLIC SAFTY / FD/ RSC DEPT - SERVICES / COMMUNICATIO					
	Vendor Total-				330.69	
00013 WASTE MANAGEMENT OF						
0296	22846	07	DEMO WASTE DISPOSAL	205506220800		
DEMO WASTE DISPOSAL	E 15-05-20-13				1,291.29	0.00
	SOLID WASTE / WASTE - SERVICES / DISPOSAL					
	Invoice Total-				1,291.29	
0296	22848	07	MIZED SOLID WASTE DISPOSA	205506120802		
MIZED SOLID WASTE DISPOSA	E 15-05-20-13				7,555.93	0.00
	SOLID WASTE / WASTE - SERVICES / DISPOSAL					
	Invoice Total-				7,555.93	
	Vendor Total-				8,847.22	
00369 WB MASON CO, INC						
0296	22849	07	TAPE	231000935		
TAPE	E 01-10-30-03				30.48	0.00
	GEN'L GOV. / ADMIN - SUPPLIES / OFFICE					
	Vendor Total-				30.48	
00393 WITMER PUBLIC SAFETY GROUP						
0296	22850	07	FD DECALS	59557		
FD DECALS	E 05-05-40-04				49.04	0.00
	PUBLIC SAFTY / FD/ RSC DEPT - PURCHASES / EQUIPMENT					
	Vendor Total-				49.04	
00125 ZOLL MEDICAL CORPORATION						
0296	22851	07	CPR SUPPLIES	3503338		
CPR SUPPLIES	E 05-05-30-07				433.00	0.00
	PUBLIC SAFTY / FD/ RSC DEPT - SUPPLIES / EMS					
	Invoice Total-				433.00	
0296	22851	07	CPR PADS	3504550		
CPR PADS	E 05-05-30-07				104.00	0.00
	PUBLIC SAFTY / FD/ RSC DEPT - SUPPLIES / EMS					
	Invoice Total-				104.00	
0296	22851	07	EMS SUPPLIES	3524278		
EMS SUPPLIES	E 05-05-30-07				174.00	0.00
	PUBLIC SAFTY / FD/ RSC DEPT - SUPPLIES / EMS					
	Invoice Total-				174.00	
	Vendor Total-				711.00	

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Jrnl	Check	Month	Invoice Description	Reference	Encumbrance
Description	Account		Proj	Amount	
			Prepaid Total-	0.00	
			Current Total-	55,203.10	
			EFT Total-	0.00	
			Warrant Total-	55,203.10	

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

- MELANIE JEWELL, SELECTPERSON CHAIR _____
- RICHARD W. DAMREN, JR., SELECTPERSON _____
- DANIEL NEWMAN, SELECTPERSON _____
- BARBARA ALLEN, V. CHAIR _____
- CAROL JOHNSON, SELECTPERSON _____
- DENNIS L. KESCHL, TOWN MANAGER _____