

**Town of Belgrade
Board of Selectpersons**

May 4, 2021 / 6:30 p.m.

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

A G E N D A

PUBLIC HEARINGS

- A. June 8, 2021, **municipal election warrant articles**
- B. **Setback violation** at 670 Manchester Road

Call to Order and Pledge of Allegiance

Open Meeting

1. PUBLIC COMMENT

2. OLD BUSINESS

- A. Approval of April 20, 2021, **Selectboard minutes.**

3. NEW BUSINESS

A. **Committee appointments:**

- 1. Valerie Hudspath – Appeals Board

- B. Discussion and consideration of increasing **commercial brush fees** at the Transfer Station.

- C. Discussion and consideration of purchase of **equipment for Fire Department Tanker 65.**

- D. Discussion and consideration of **veterans memorial improvements.**

- E. Discussion of a **solar net energy billing proposal.**

- F. Consideration of renewal of **Public Safety Answering Point (PSAP) contract** with Somerset County.

4. WARRANT

5. TOWN MANAGER REPORT



**THE BELGRADE BOARD OF SELECTPERSONS
WILL HOLD TWO PUBLIC HEARINGS ON TUESDAY
MAY 4, 2021 AT 6:30 P.M. ON ZOOM**

<https://us02web.zoom.us/j/81131427984>

1.) The purpose of the first hearing is pursuant to Maine State Statute, M.R.S.A. 30-A, 2523 for secret ballot referendum questions to be voted on at the June 8, 2021 Municipal Election.

QUESTION 1) To see if the Town will appropriate \$25,000 from the undesignated fund to construct a cement pad for storage containers at the Transfer Station, with any unexpended balance lapsing into the Solid Waste Capital Reserve. Additionally, to see if the Town will appropriate \$33,874 from the undesignated fund to raise the balance of the Solid Waste Capital Reserve to \$50,000. On Dec. 31, 2020, the undesignated fund balance was \$3,530,027. The Solid Waste Capital Reserve balance will be \$16,126 following a paving project in June.

QUESTION 2) To see if the Town will vote to appropriate the lapsed amount of \$45,000 from the undesignated fund for the purchase of a one-ton facility maintenance truck. The truck was not purchased in 2020 due to COVID-19. On Dec. 31, 2020, the undesignated fund balance was \$3,530,027.

QUESTION 3) To see if the Town will vote pursuant to 36 MRSA section 506 to authorize the tax collector to accept prepayment of property taxes prior to the delivery of the tax commitment to the tax collector by the assessors without payment of interest.

2.) The purpose of the second hearing is to allow the Board of Selectpersons to hear testimony on a setback violation at 670 Manchester Road and to consider a no-action letter regarding the violation.

Memo

To: Board of Selectpersons
From: Anthony Wilson, Town Manager
Date: May 4, 2021
Re: Setback violation public hearing

Earlier this year, the Code Enforcement Officer became aware of a setback violation at 670 Manchester Road, owned by Angeline Dyer. A third bay of the garage built in 2010 by her former husband, Tracy Markham, encroached by approximately 5 feet on the 10-foot setback of the neighboring property at 682 Manchester Road, owned by Mr. Markham. In applying for the building permit, Mr. Markham indicated the garage would be 20 feet from the property line. (See attached.) CEO Gary Fuller issued an enforcement action letter (see attached) to Ms. Dyer, prescribing three options for resolving the violation:

- Removing the portion of the garage within 10 feet of the property line of 682 Manchester Road. Ms. Dyer obtained a bid from Legacy Construction of Oakland for removing the third bay and enclosing the garage. The bid was \$27,495. (See attached.)
- Purchasing a portion of the abutting property at 682 Manchester Road. Ms. Dyer offered to purchase enough property to satisfy the setback at a cost of either \$2,500 or \$5,000, depending on whom paid for surveying and attorney's fees. (See attached.) Mr. Markham told the CEO and the town manager he was willing to sell what amounted to approximately one-twentieth of an acre (according to James Moore at Pickett Land Survey of Oakland – see attached) for \$10,000.
- Applying for an after-the-fact variance from the Board of Appeals. Ms. Dyer submitted a variance application that the Board of Appeals reviewed on Feb. 24, 2021. The Appeals Board determined the setback almost certainly did not qualify for a variance under the state statute governing variances.

Board member Dick Bourne encouraged the pursuit of an enforcement action. The attached enforcement letter was sent via certified mail on March 10 to both Ms. Dyer and Mr. Markham, whose construction of the garage bay resulted in the violation. The hope was the parties would resolve the violation between themselves. Failing that, the intent was to pursue the matter further in Superior Court.

As the deadline in the enforcement action letter neared, CEO Fuller recalled another possible resolution – the issuance of a no-action letter by the Selectboard. The letter would indicate the Town is aware of the violation, which occurred 11 years ago, and chooses to take no action in the matter. The letter would then be filed with the Registry of Deeds, alleviating any title and deed concern should Ms. Dyer seek to sell her property. Ms. Dyer confirmed with her title insurer that it would accept and abide by the no-action letter. Attached is a draft of a letter for your consideration.

Appeals Board members have said they believe a no-action letter is the proper and best resolution of the violation. Mr. Fuller and I agree. Pursuit of an enforcement action in Superior Court would result in legal costs for Ms. Dyer, Mr. Markham and the Town. Assuming a judge found one or both of the plaintiffs liable for the violation, they would also face additional expenses in the forms of fines and/or remediation.

We have invited Appeals Board members, along with Ms. Dyer and Mr. Markham, to the meeting to offer additional information and to answer your questions.

No-Action Letter

May 5, 2021

Angeline Dyer
670 Manchester Road
Belgrade, Maine 04917

Re: Setback violation

Ms. Dyer:

The Board of Selectpersons of the Town of Belgrade understand that a third bay of a garage at a single-family residence located on a lot identified as Tax Map 4, Lot 22A, at 670 Manchester Road in Belgrade, Maine, currently owned by Angeline Dyer, was built in 2010, and at that time was inadvertently located 5 feet (plus/minus) from the adjacent lot identified as Tax Map 4, Lot 22, located at 682 Manchester Road, currently owned by Tracy Markham. We further understand the location of the structure resulted in a violation of the Town of Belgrade's Minimum Lot Size Ordinance requiring a setback of 10 feet from the property line. We further understand that as the owner of 670 Manchester Road, you may desire to convey the property at some future time.

Given these circumstances, the Town will not take any action against Lot 22A regarding the setback violation of Section 5, Subsection A, Paragraph (2)(a) of the Town of Belgrade Minimum Lot Size Ordinance.

Executed as of the date and year as set forth below by a Selectboard vote on May 4, 2021.

BOARD OF SELECTPERSONS

By: _____, Chair

Dated



TOWN OF BELGRADE

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www.facebook.com/townofbelgrademaine

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889 Augusta Street
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Belgrade, ME 04917

Phone: (607)

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E-Mail: townmanager@townofbelgrade.com

January 19, 2021

Angeline Dyer
670 Manchester Road
Belgrade, Maine 04917

Re: Map 4 L

It has recently been brought to the attention of the Town of Belgrade that when your garage was constructed in 2012 it was placed too close to the abutting property owners property line.

This structure should have met a 10 foot setback and I believe the closest part of this structure is less than 6 feet.

Due to the fact that this is a violation we have no choice but to address this issue.

The three options that I see are as follows.

1. Purchase property from the abutting property owner.
2. Apply for an after the fact variance from the Board of Appeals.
3. Remove the portion of the structure that is within 10 feet of the property line.

Should you have any questions regarding this request please contact me at 495-2258.

We would hope to have this issue resolved within 30 days receipt of this letter.

Sincerely,

Gary R. Fuller
Code Enforcement Officer



BID PROPOSAL

Gallery Master Garage Reduction Belgrade, ME

The Work in this bid package shall be performed in accordance with the local code and specifications for the above mentioned project per the job walk and/or direction provided by Owner(s) Angeline Dyer and Plans provided by Architect/Designer N/A, including all work as defined in the specification sections & applicable drawings except where noted as excluded.

SCOPE DESCRIPTION: Furnish all labor, materials, supervision, coordination, communication, and other facilities required to perform the Garage modifications at 670 Manchester Rd. Belgrade, ME residence including:

INCLUSIONS

General

- Pull any required permits and coordinate with the City/County to pass required inspections
- Protect all existing finishes not being disturbed
- Safe off electrical required to complete project

Demolition

- Remove exterior retaining wall and soil contained inside of it, and store onsite. Off haul all material not to be reinstalled
- Demo and dispose of the roofing, fascia, gutter, and soffit over third garage bay
- Demo and dispose of (2) garage doors and openers
- Demo and dispose of third garage bay structural framing, siding, trim and interior finishes, as well as front wall of second garage bay
- Sawcut existing concrete slab and demo and dispose of Concrete slab on grade and foundation under third garage bay including all engineered fill

Concrete

- Excavate at new exterior wall for foundation and off haul dirt
- Tie in new foundation to existing slab on grade, form/rebar/pour new concrete footing
- Backfill where old slab and engineered fill were removed

Framing

- Frame new exterior garage wall and tie into existing
- Frame in new /tie into existing roof and sheath
- Frame in new front wall to accommodate a double garage door

Roofing



BID PROPOSAL

- Install moisture barrier, flashing and fascia at new gable end
- Install asphalt comp roofing matching existing

Exterior

- Install plywood sheer, moisture barrier, trim and siding to match existing
- Paint to match existing
- Install new double garage door
- Install exterior light and electrical as required
- Install new stacked stone retaining wall to match existing, fill with soil and install perimeter lighting to match existing

Interior

- Install garage outlets and relocate lighting as required for new double garage bay
- Insulate walls and ceilings as required
- Drywall and tape new walls to match existing
- Install wood slats at ceiling to match existing

OPTION: Grind/etch and prep concrete at entire garage and apply a two part epoxy semi-gloss color coating

EXCLUSIONS (not included in the bid price)

- Temporary water
- Temp power. Bid assumes electrical to be available onsite
- Toxic and hazardous materials reporting, monitoring, handling, abatement or removal (including contaminated soils or water)
- Site Survey
- Geotechnical reports
- Environmental documentation
- Obtaining temporary or permanent easements needed for the project
- Testing and inspection of soils conditions
- Demolition and removal of, or accommodation for, unforeseen buried structures, utilities, debris and other obstructions that are not indicated in the contract documents
- Bonds of any kind required by public agencies or utility companies
- Any requirements not contained in the building codes adopted as of the date of this contract
- Costs resulting from rulings on the part of state and local public officials beyond code and industry practice which are not known or anticipated at the date of execution of this Agreement and/or not included in the Contract Documents.



BID PROPOSAL

TOTAL COST: \$27,495
COST FOR OPTION TO EPOXY GARAGE FLOOR: \$6,000

PAYMENT SCHEDULE

Included as exhibit D in contract

Bid Acceptance Signature and Date:

Contractor

Print name _____

Signature _____

Date _____

Owner or Owner's Agent

Print name _____

Signature _____

Date _____

This proposal is valid for 30 days after delivery, and does not constitute a contract document until it is incorporated into contract documents and signed by both parties.

Please feel free to call Joe Hausler directly at 925-949-9945.

Thank you for considering Legacy Construction. We look forward to working with you.





HOME IMPROVEMENT CONTRACT

This agreement between a partnership of Legacy Construction and Kingdom Spec, (hereinafter “Contractor(s)”), and Angeline Dyer (hereinafter “Owner”) for the purpose of constructing the work of improvement, described below, on the following terms and conditions.

THIS AGREEMENT WAS SIGNED BY THE OWNER ON _____

The Notice of Cancellation (referred to below) may be sent to the Contractor as follows:

Legacy Construction
523 Belgrade Rd.
Oakland, ME 04963

I. SCOPE OF WORK – CONTRACT DOCUMENTS:

1.1 Description of the Project and Description of the Significant Materials to be Used and Equipment to be Installed:

Contractor shall furnish all material and perform all work for the construction [and remodeling] of the residential unit located at 670 Manchester Rd. Belgrade, ME and related structures as shown on the drawings and described in the specifications attached hereto, all in accordance with the terms of the below-described contract documents. Contractor shall secure all necessary building permits at Owner’s expense (If applicable), and Contractor shall pay all charges of public agencies required for inspection of the work.

1.2 List of Documents to be Incorporated Into the Contract:

Contract documents consist of the following:



- (a) Contractor's proposal dated 3/7/21, a copy of which is attached hereto as Exhibit A.
- (b) Plans prepared by N/A and approved by Owner on _____ attached hereto as Exhibit B..
- (c) Insurance Certificates _____ copies of which are attached hereto as Exhibit C.
- (d) Payment Schedule _____ copies of which are attached hereto as Exhibit D.
- (e) Notice of cancellation should it be required copies of which attached as Exhibit E.
- (f) This Agreement.

The contract includes this agreement and proposal, drawings and specifications. Two copies of each of the contract documents shall be signed by all parties to this agreement, and one signed copy of each contract document shall be retained by each party.

The intent of these documents is to include all labor, materials, appliances and services of every kind, necessary for the proper execution of the work, and the terms and conditions of payment therefor, except as specifically deleted therefrom. The contract documents are to be considered as one contract, and whatever is called for by any of the contract documents shall be binding as if called for by all.

II. TIME OF COMMENCEMENT AND COMPLETION:

Approximate Start Date: Within 10 days following Owner's notice to proceed



Approximate Completion Date: +21 Calendar days following the Approximate Start Date.

Substantial commencement of the work shall be upon commencement of demolition of the existing improvements to be replaced by the new work.

III. CONTRACT SUM AND PAYMENTS:

3.1 Contract Price:

Owner shall pay Legacy Construction “Contractor” for the performance of the contract subject to additions and deductions provided for herein, in current funds, the sum of Twenty-Seven Thousand, Four Hundred and Ninety-Five Dollars (\$ 27,495.00).

3.2 Progress Payments:

Progress payments shall be made on account of the contract sum as set forth in Exhibit D, attached hereto and incorporated herein by reference. Upon receipt of each progress payment, Contractor shall furnish to Owner a conditional release of lien for the work represented by such progress payment. Upon satisfactory payment being made for any portion of the work performed, Contractor, prior to any further payment being made, shall furnish to Owner a full and unconditional release from any potential lien claimant claim or mechanic’s lien authorized for that portion of the work for which payment has been made.

3.3 Final Payment:

Final payment shall be due Contractor no more than five (5) days after completion of the work provided the contract is fully performed as of that date, subject to the provisions contained herein and any requirements of Owners’ construction lender. Upon receipt of final payment,



Contractor shall supply Owner, or Owner's lender as the case may be, such lien releases as may be required showing that full payment has been made to Contractor, subcontractors and materials suppliers to the project as of the date the work is completed. The work shall be deemed to have been completed upon the project passing final inspection from the governmental entity charged with inspection of the work and upon recordation of a notice of completion by Contractor on behalf of owner. Owner appoints Contractor as Owner's agent and attorney-in-fact for the purpose of recording a notice of completion of the project as set forth above.

3.4 Waiver of Claims:

The making of final payment shall constitute a waiver of all claims by Owner, except those arising from (a) unsettled liens, (b) faulty or defective work appearing after substantial completion, (c) failure of the work to comply with the requirements of the contract documents, or (d) terms of any special guarantees required by the contract documents. Acceptance of final payment by Contractor shall constitute a waiver of all claims by Contractor except those previously made in writing and still unsettled.

3.5 Hook-Up Fees:

Owner shall pay assessments and charges required by public agencies and utilities for financing or repaying the cost of sewers, storm drains, water service, and other utilities, including sewer and storm drain reimbursement charge, revolving fund charges, hook-up charges, and the like. In the event Contractor advances any such funds for the benefit of Owner, Owner shall promptly reimburse Contractor therefor within ten (10) days of written demand.

IV. GENERAL PROVISIONS:



4.1 Notice:

Any notices to be given hereunder by one party to the other may be effected by either personal delivery in writing or by mail, certified, postage prepaid, with return receipt requested. Mailed notices shall be addressed to the parties at the addresses appearing below, but each party may change his address by giving written notice of such change in accordance with this paragraph. Notices delivered personally shall be deemed communicated as of actual receipt; mailed notices shall be deemed communicated as of two (2) business days following the date of mailing.

4.2 Damages for Breach of Contract:

In the event of a breach of this agreement by either party hereto, resulting in damages to the other party, that party may recover from the party breaching the agreement any and all damages that may be sustained.

4.3 Attorneys' Fees and Costs:

If any action at law or in equity is commenced to enforce or interpret the terms of this agreement, the prevailing party to such action shall be entitled to recover, as an element of that party's costs and not as damages, reasonable attorneys' fees, expert witness fees, costs and necessary disbursements, in addition to any other relief to which he may be entitled. For the purposes of assessing attorneys' fees and costs pursuant to this paragraph, a court of competent jurisdiction deciding such issues shall not be limited by any fee schedule of such court, but shall award to the prevailing party in such action the actual amount of fees, costs and disbursements incurred by such successful party in good faith prosecution or defense of such action. The



“prevailing party” shall be the party who is entitled to recover his costs of suit, whether or not such suit proceeds to final judgment.

4.4 Partial Invalidity – Severability:

If any provision in this agreement is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remaining provisions shall nevertheless continue in full force and effect, without being impaired or invalidated in any way, such invalid, void or unenforceable provision being severable from the remainder of this agreement.

4.5 Governing Law – Jurisdiction and Venue:

This agreement shall be governed by and construed in accordance with the laws of the State of Maine. Unless otherwise provided for herein, the parties hereby stipulate that any court of competent jurisdiction located within the County of Kennebec, State of Maine, shall be the proper court for the determination of any dispute arising under this agreement, or in which to commence an action to enforce its terms except as otherwise required by law.

4.6 Entire Agreement:

This agreement supersedes any and all other agreements, either oral or in writing, between the parties hereto, with respect to the matters contained herein, and contains all of the covenants and agreements between the parties with respect to such matters in any manner whatsoever. Each party to this agreement acknowledges that no representations, inducements, promises or agreements, orally or otherwise, have been made by any party, or anyone acting on behalf of any party, which are not embodied herein, and that no agreement, statement or promise not contained in this agreement shall be valid or binding. Any modification of this agreement



shall be effective only if it is in writing, signed by the party to be charged, and a copy thereof properly delivered to the party seeking to enforce such modification.

4.7 Paragraph and Article Headings:

The paragraph and article headings contained in this agreement are added for the convenience of the parties and are for reference only. Such paragraph and article headings shall not, independently of the text of this agreement, provide any rights or create any obligations not otherwise expressly set forth herein.

4.8 Time is of the Essence:

Time is of the essence of this agreement, and the time periods specified herein for performance of any obligation or the accrual of any right are a material party of the consideration for the execution of this agreement. If Contractor is delayed at any time in the progress of the work by changes ordered in the work, by labor disputes, fire, unusual delay in transportation, unavoidable casualties, inclement weather, or causes beyond Contractor's control, the contract time shall be extended by any such delays for a like period.

4.9 Waiver:

The waiver by either party hereto of a breach of any term or condition of this agreement by the other party shall not be deemed a waiver of any subsequent breach of the same or any other term or condition of this agreement, with any such subsequent breach by any party hereto being independent of any other breach which may have occurred prior thereto. The failure of either party at any time to require performance by the other party of any provision hereof shall not affect in any way the full right to require such performance at any time thereafter.



4.10 Duplicate Original:

This agreement is executed in duplicate original for the convenience of the parties.

4.11 Effective Date:

This agreement shall be effective on the date last set forth beside the signatures below.

4.12 Successors, Heirs and Assigns:

Subject to any restrictions upon assignment as otherwise set forth in this agreement, this agreement shall inure to the benefit of and bind the heirs, executors, administrators, successors and assigns of the respective parties hereto.

4.13 Indemnification:

Each party shall indemnify and hold the other party free and harmless from any and all damages, expenses, claims, demands, or liability for which the indemnified party may otherwise be liable as a result of any error, act, or omission, committed by the indemnifying party in contravention of the provisions of this agreement.

4.14 Option to Terminate on Insolvency:

This agreement may be terminated, at the election of either party, without prejudice to any other remedy to which he may be entitled, either at law, in equity, or under this agreement, by giving written notice of termination to the other party to this agreement, if such party against whom termination is claimed:

- (a) Files a petition in bankruptcy court or is adjudicated a bankrupt;
- (b) Institutes or suffers to be instituted any procedure in bankruptcy for reorganization or rearrangement of his or its financial affairs;



(c) Is the subject of an involuntary petition in bankruptcy, filed against him or it by creditors;

(d) Has a receiver of his or its assets or property appointed because of insolvency; or

(e) Makes a general assignment for the benefit of creditors.

4.15 Inspection of Work:

Contractor shall permit and facilitate inspection of the work by Owner and Owner's agents, Owner's lender and public authorities, at all reasonable times. Owner agrees that Owner and inspectors over whom Owner can exercise control, shall not interfere with Contractor's execution of the work.

4.16 Protection of Persons and Property:

Contractor shall be responsible for initiating, maintaining and supervising all safety precautions and programs in connection with the work. He shall take all reasonable precautions for the safety of, and shall provide all protections to prevent damage, injury or loss to all employees on the work and other persons who may be affected thereby, all the work and all materials and equipment to be incorporated therein, and other property at the site or adjacent thereto. Contractor shall comply with all applicable laws, ordinances, rules, regulations and orders of any public authority having jurisdiction for the safety of persons or property or to protect them from damage, injury or loss. All damage or loss to any property caused in whole or in part by Contractor, any subcontractor, any sub-subcontractor or anyone directly or indirectly employed by any of them, or by anyone for whose acts any of them may be liable, shall be remedied by Contractor, except damage or loss attributable to faulty drawings or specifications



or to the acts, errors or omissions of Owner or anyone employed by Owner or for whose acts Owner may be liable but which are not attributable to the fault or negligence of Contractor.

4.17 Contractor's Liability Insurance:

Contractor, and each separate contractor or subcontractor shall purchase and maintain such insurance as will protect him from claims under worker's compensation acts and other employee benefit acts as required by law and in amounts as required by law, and from claims for damages because of bodily injury, including death, and from claims for damages to property which may arise out of or result from the contractors' or subcontractors' operations under this contract, whether such operations be by such contractor or any subcontractor, or anyone directly or indirectly employed by any of them. The limits of liability provided for under such insurance to indemnify Contractor from claims for damages because of bodily injury, including death, shall be not less than One Million Dollars (\$1,000,000.00) single limit coverage. Contractor carries commercial general liability insurance written by _____. Owner may call the insurance company at _____ to check on contractor's insurance coverage.

4.18 Property Insurance:

Unless otherwise provided for herein, and prior to commencement of any work hereunder, Owner shall purchase and maintain at Owner's expense, course of construction property insurance upon the entire work at the site to the full insurable value thereof. This insurance shall include the interests of the construction lender, the Owner, the Contractor, subcontractors and sub-subcontractors in the work and shall insure against the perils of fire, extended coverage, vandalism and malicious mischief. Any insured loss is to be adjusted with



the Owner and made payable to Owner as trustee for the insureds, as their interests may appear, subject to the requirements of any mortgagee protection clause. Owner and Contractor waive all rights against each other for damages caused by fire or other perils to the extent covered by insurance provided under this paragraph. Contractor shall require similar waivers by subcontractors and sub-subcontractors.

If the project is destroyed or damaged by the occurrence of a risk insurance against pursuant to this Paragraph 4.18, any work done by Contractor in rebuilding or restoring the project shall be paid for by owner pursuant to the provisions of Paragraph 4.19, below.

4.19 Changes in the Work – Extra Work:

Owner, without invalidating the contract, may order changes in the work consisting of additions, deletions or modifications, the contract sum and contract time being adjusted accordingly. All such changes in the work shall be authorized by written change order signed by the Owner and accepted by the Contractor in advance of any changes in the work being performed.

Unless otherwise determined by mutual agreement between Owner and Contractor, the cost or credit to Owner from a change in the work shall be compensated or credited, as the case may be, in an amount equal to the actual cost (or savings) of such change, together with 10% overhead plus 10% profit.

Owner may not require Contractor to perform extra or change-order work without providing written authorization prior to the commencement of work covered by the new change order. Extra work or a change order is not enforceable against Owner unless the change order



also identifies all of the following in writing prior to the commencement of the work covered by the new change order:

- (A) The scope of work encompassed by the change order.
- (B) The amount to be added or subtracted from the contract.
- (C) The effect the change order will make in the progress payments or the completion date.

Contractor's failure to comply with the requirements of this paragraph does not preclude the recovery of compensation for work performed based upon legal or equitable remedies designed to prevent unjust enrichment.

Note About Extra Work: Extra Work and Change Orders become part of the contract once the order is prepared in writing and signed by the parties prior to the commencement of work covered by the new change order. The order must describe the scope of the extra work or change, the cost to be added or subtracted from the contract, and the effect the order will have on the schedule of progress payments.

4.20 Correction Work:

Contractor shall correct any work that fails to conform to the requirements of the contract documents where such failure to conform appears during the progress of the work, and in accordance with Contractor's written warranty policies, Contractor shall remedy any defects due to faulty materials, equipment or workmanship which appear within a period of one year from the date of completion of the contract or within such longer period of time as may be prescribed by law or by the terms of any applicable special guarantee required by the contract documents.



Appliances or other components installed in the work by Contractor carrying manufacturer's guarantees or warranties and which require service subsequent to the date of completion, shall be adjusted directly between Owner and such manufacturer through such manufacturer's written warranty program. Contractor shall have no liability to Owner in regard to the failure of such manufacturer to provide such warranty service to such appliances or components as provide for in such manufacturer's written warranties.

4.21 Termination by Contractor:

If any payment required to be made to Contractor pursuant to Article III, above, is not made within ten (10) days of the date such payment is due, upon seven (7) days' written notice to Owner, Contractor may terminate the contract and recover from Owner payment for all work executed as of the date of termination, including contractor's overhead on profit on such work and for any personal loss sustained upon any materials, equipment, tools and construction equipment and machinery, including reasonable profit and damages.

4.22 Errors in Plans and Specifications:

Contractor shall perform all work required of Contractor to be performed pursuant to the contract documents in accordance with the plans and specifications identified in paragraph 1.2, above. Although Contractor has reviewed all plans and specifications to insure there are no inherent conflicts within such documents, and that the plans and specifications conform to all building code requirements applicable to the work, Contractor is not a licensed design professional and must rely on the plans and specifications of the licensed design professionals if applicable to this project. In the event that modifications are required to be made during the



course of construction to either the plans or specifications, or the work, because of conflicts within the plans and specifications, or as a result of their nonconformity with building code requirements in existence as of the date the plans and specifications were published, any such modifications or changes in the work required thereby shall be executed by Contractor, and shall result in an extra cost to Owner pursuant to Section 4.19, above.

4.23 Final Walk-Through – Acceptance:

On completion of the project, Owner and contractor shall perform a final walk-through inspection of the project to ensure that the work has been performed in accordance with the requirements of the contract documents; to identify any apparent deficiencies in the work, or the materials supplied to the project; and to accept the project by executing a final inspection report and acceptance release on Contractor's standard forms.

4.24 Performance and Payment Bond:

Owner has the right, at Owner's expense, and at any time, to require Contractor to furnish Owner with a performance bond and a labor and material bond in an amount equal to the contract price, executed by a surety company admitted to do business in California, and which guarantees performance of this contract by Contractor and payment of all mechanics' lien claims which may arise out of the performance of the work. Owner will pay the premium on any such bond, and if Contractor is unable to deliver the bond within ten (10) days after notice from Owner, Owner has the right to cancel this contract, pay the Contractor the reasonable value of the work accomplished, and have the project finished by others.



4.25 Mechanics Lien Warning:

Anyone who helps improve your property, but who is not paid, may record what is called a mechanics lien on your property. A mechanics lien is a claim, like a mortgage or home equity loan, made against your property and recorded with the county recorder.

Even if you pay your contractor in full, unpaid subcontractors, suppliers, and laborers who helped to improve your property may record mechanics liens and sue you in court to foreclose the lien. If a court finds the lien is valid, you could be forced to pay twice or have a court officer sell your home to pay the lien. Liens can also affect your credit.

To preserve their right to record a lien, each subcontractor and material supplier must provide you with a document called a “Preliminary Notice.” This notice is not a lien. The purpose of the notice is to let you know that the person who sent you the notice has the right to record a lien on your property if he or she is not paid.

BE CAREFUL. The Preliminary Notice can be sent up to 20 days after the subcontractor starts work or the supplier provides material. This can be a big problem if you pay your contractor before you have received the Preliminary Notices.

You will not get Preliminary Notices from your prime contractor or from laborers who work on your project. The law assumes that you already know they are improving your property.

PROTECT YOURSELF FROM LIENS. You can protect yourself from liens by getting a list from your contractor of all the subcontractors and material suppliers that work on your project. Find out from your contractor when these subcontractors started work and when these



suppliers delivered goods or materials. Then wait 20 days, paying attention to the preliminary Notices you receive.

PAY WITH JOINT CHECKS. One way to protect yourself is to pay with a joint check. When your contractor tells you it is time to pay for the work of a subcontractor or supplier who has provided you with a Preliminary Notice, write a joint check payable to both the contractor and the subcontractor or material supplier.

REMEMBER, IF YOU DO NOTHING, YOU RISK HAVING A LIEN PLACED ON YOUR HOME. This can mean that you may have to pay twice, or face the forced sale of your home to pay what you owe.

4.26 Three-Day Right to Cancel:

You, the buyer, have the right to cancel this contract within three business days. You may cancel by e-mailing, mailing, faxing, or delivering a written notice to the contractor at the contractor's place of business by midnight of the third business day after you received a signed and dated copy of the contract that includes this notice. Include your name, your address, and the date you received the signed copy of the contract and this notice.

If you cancel, the contractor must return to you anything you paid within 10 days of receiving the notice of cancellation. For your part, you must make available to the contractor at your residence, in substantially as good condition as you received them, goods delivered to you under this contract or sale. Or, you may, if you wish, comply with the contractor's instructions on how to return the goods at the contractor's expense and risk. If you do make the goods available to the contractor and the contractor does not pick them up within 20 days of the date of



your notice of cancellation, you may keep them without any further obligation. If you fail to make the goods available to the contractor, or if you agree to return the goods to the contractor and fail to do so, then you remain liable for performance of all obligations under the contract. A copy of the Notice of Cancellation is attached hereto as Exhibit E.

WHEREFORE, the parties have executed this agreement on the date set forth beside their signatures below.

CONTRACTOR:

Dated: _____

Legacy Construction

By: _____

Dated: _____

Kingdom Spec

By: _____

You are entitled to a completely filled in copy of this Agreement, signed by both you and the Contractor, before any work may be started.

OWNER:

Dated: _____

By: _____

Address:

670 Manchester Rd. Oakland ME



Telephone:

E-mail:



EXHIBIT D

SCHEDULE OF PROGRESS PAYMENTS

The schedule of progress payments must specifically describe each phase of work, including the type and amount of work or services scheduled to be supplied in each phase, along with the amount of each proposed progress payment. IT IS AGAINST THE LAW FOR A CONTRACTOR TO COLLECT PAYMENT FOR WORK NOT YET COMPLETED, OR FOR MATERIALS NOT YET DELIVERED. HOWEVER, A CONTRACTOR MAY REQUIRE A DOWNPAYMENT. IF A DOWNPAYMENT IS REQUIRED, THE DOWNPAYMENT MAY NOT EXCEED \$1,000 OR 10 PERCENT OF THE CONTRACT PRICE, WHICHEVER IS LESS.

Date or Event	Amount
Down payment at time of contract signing (Cannot exceed the lesser of 10% of the contract price or \$1,000.00)	\$1,000
Progress payment due at commencement of work PP1 25%	\$6,873.75
Progress payment due at completion of framing PP2 25%	\$6,873.75
Progress payment due at completion of paint PP3 25%	\$6,873.75
Balance on completion	\$5,873.75
TOTAL:	\$27,495



EXHIBIT E

NOTICE OF CANCELLATION

Date: _____

You may cancel this transaction, without any penalty or obligation, within three business days from the above date.

If you cancel, any property traded in, any payments made by you under the contract or sale, and any negotiable instrument executed by you will be returned within ten days following receipt by the seller of your cancellation notice, and any security interest arising out of the transaction will be canceled.

If you cancel, you must make available to the seller at your residence, in substantially as good condition as when received, any goods delivered to you under this contract or sale, or you may, if you wish, comply with the instructions of the seller regarding the return shipment of the goods at the seller's expense and risk.

If you do make the goods available to the seller and the seller does not pick them up within 20 days of the date of your notice of cancellation, you may retain or dispose of the goods without any further obligation. If you fail to make the goods available to the seller, or if you agree to return the goods to the seller and fail to do so, then you remain liable for performance of all obligations under the contract.

To cancel this transaction, mail or deliver a signed and dated copy of this cancellation notice, or any other written notice, or send a telegram to Joe Hausler dba Legacy Builders at 2675 Oak Road, Unit C, Walnut Creek, CA 94597 not later than midnight of _____ (date). You may also send the notice by facsimile to 925-954-7958.

I hereby cancel this transaction.

Date: _____

March 22, 2021

To: Mr. Tracy Markham

763 Manchester Road

Belgrade, ME 04917

RE: Property line issue with Ms. Angeline Dyer

670 Manchester Road

Belgrade, ME 04917

I am writing on behalf of Ms. Dyer:

Ms. Dyer would like to resolve the property line dispute re: Adjacent property line between 682 Manchester Road Belgrade ME and her residence at 670 Manchester Road Belgrade ME.

Ms. Dyer would like to purchase the 6.3 feet from the overhang of the garage close to the road (currently only has 4.7 feet from property line to dwelling.) This would meet the minimum lot ordinance.

A payment of \$2,500.00 to resolve this issue is being offered. Ms. Dyer is agreeable to cover the following:

- Record of survey prepared by licensed surveyor.
- Cost of attorney fees related to lot line adjustment/boundary line agreement

OR

A payment of \$5,000 and you will cover the cost of both surveyor cost as well as attorney fees

Ms. Dyer is agreeable to pay \$5,000.00 to make up for the code violation at: 670 Manchester Road, Belgrade, ME. If the state code is 10 feet from the property line and she only has 4.7 feet she will purchase the remainder of footage to keep it up to code.

Regards,

Katherine Wadley

Sidney, ME

From: [Angel Markham](#)
To: [REDACTED] [Anthony Wilson](#)
Subject: Property line
Date: Friday, March 26, 2021 3:35:02 PM

EXTERNAL MESSAGE:

I contacted James e Moore from Pickett land survey today.he said it was less than 1/2 of a 10th of an acre and was blown away when I told him what Mr markham was asking for it. Said I should get a surveyor but not sure why if he is already one

Sent from my iPhone

* I picked letter up Wed 3/17/21

TOWN OF BELGRADE

townofbelgrade.com
facebook.com/belgrademaine



Town of Belgrade
990 Augusta Road
Belgrade, ME 04917

Phone: (207) 495-2258
Fax: (207) 495-2742
townmanager@townofbelgrade.com

March 10, 2021

Tracy Markham
763 Manchester Road
Belgrade, ME 04917

Angeline Dyer
670 Manchester Road
Belgrade, ME 04917

Re: 670 Manchester Road
Notice of violation

Mr. Markham and Ms. Dyer:

This letter is to inform you of a code violation regarding the garage addition at 670 Manchester Road, a property currently owned by Ms. Dyer. In 2010, Mr. Markham sought a permit to construct the addition. His permit application indicated the garage would be no closer than 20 feet from the property at 682 Manchester Road. Section 5(2)(a) of the Town of Belgrade's Minimum Lot Size Ordinance requires a minimum setback of 10 feet between any structure and any lot boundary sideline. The addition is closer to the property line at 682 Manchester Road than the 10 feet required in the ordinance.

The Town requires that this issue be resolved. Failure to do so will result in legal action against you. The options are as follows:

- Remove the portion of the structure that is within 10 feet of the neighboring property line.
- Adjust the property line at 682 Manchester Road to comply with the required setback.
- Apply to the Board of Appeals to seek an after-the-fact variance to the setback requirement.

Should this issue not be resolved within 30 days of your receipt of this letter, the Town of Belgrade will have no option but to pursue legal action against you in Superior Court.

Gary R. Fuller
Code Enforcement Officer
Town of Belgrade

**APPLICATION FOR VARIANCE OR
APPEAL TO BOARD OF ZONING APPEALS**

Name of Appellant: Angel E. Dyer

Mailing Address: 670 Manchester Road

City or Town: Belgrade Maine 04917

Telephone: [REDACTED]

Name of Owner: Angel E. Dyer - See completed attached app.

The undersigned requests that the Board of Appeals consider one of the following:

1. An Administrative Appeal. Relief from the decision, or lack of decision, of the Code Enforcement Officer of Planning Board in regard to an application for a permit. The undersigned believes that (check one):

- an error was made in the denial of the permit
- the denial of the permit was based on a misinterpretation of the ordinance
- there has been a failure to approve or deny the permit within a reasonable period of time.
- other: _____

Please explain in more detail the facts surrounding this appeal (please attach a separate piece of paper). You should be as specific as possible so that the Board of Appeals can give full consideration to your case.

2. A variance.
a. *Nature of Variance:* Describe generally the nature of the variance _____

In addition, a sketch plan of the property must accompany this application showing dimensions and shape of the lot, the size and locations of existing buildings, the locations and dimensions of proposed buildings or alterations, and any natural or topographic peculiarities of the lot in question.

b. *Justification of Variance.* In order for a variance to be granted, the appellant must demonstrate to the Board of Appeals that the strict application of the terms of the zoning ordinance would cause undue hardship. There are four criteria which must be met before the BOA can find that a hardship exists. Please explain how your situation meets each of these criteria listed below:

1. The land in question cannot yield a reasonable return unless the variance is granted.

2. The need for a variance is due to the unique circumstances of the property and not to the general conditions in the neighborhood.

3. The granting of a variance will not alter the essential character of the locality.

4. The hardship is not the result of action taken by the appellant or a prior owner.

I certify that the information contained in this application and its supplement is true and correct.

Date: _____ Appellant Signature: _____

Note to the appellant: this form should be returned to the Chairman of the Board of Appeals. You will be notified of the date of the hearing on your appeal.

AFTER THE FACT VARIANCE. I am requesting that the Board of Appeals consider granting a 6-foot variance for the situation described below.

1. A variance.

a. Nature of Variance: Describe generally the nature of the variance.

Please explain in more detail the facts surrounding this appeal (please attach a separate piece of paper.) You should be as specific as possible so that the Board of Appeals can give full consideration of your case:

Tracy Markham and I were married on May 18, 2013. The building permit application was completed and issued to Tracy Markham requesting a third bay addition to the garage on August 19, 2010. (Tracy and I had been together for several years prior to the two of us getting married. He sold his home in China, ME and wanted a third bay built so that he could store his business equipment. The 3rd bay was built over 10 years ago by Tracy Markham and friend, Bill Beaulieu.) Location of property is 670 Manchester Road, Belgrade, ME 04917.

Mr. Markham purchased the property next door (682 Manchester Road Belgrade ME on July 31, 2018. This is the property that the variance is being requested for. Since I have lived in Belgrade at my current location, Audrey Morrill has lived in the trailer next to me. When her husband passed, Tracy purchased the property as a rental. She remains living there and has had no issues with me whatsoever. In fact, we are friends

Mr. Markham and I divorced on June 24, 2017. After our divorce we had resided together for approx. 3 years and the property line was never an issue until just recently. [REDACTED]

Please see specific details of the order which is provided along with application

The garage does not impede Mr. Markham's property. The area has always been well maintained by both Tracy Markham and myself over the years. There is also a tree line separating the area.

[REDACTED] I will not be able to sell my home or live a peaceful life until this is resolved.

[REDACTED] I received a knock on my door by a man who requested to walk the property lines. At this time, I was unaware that Tracy Markham had hired James E Moore III from Picket Land Survey Inc. to assess the property line. I allowed the man to walk the property. On 11/16/20 tenant Audrey Morrill, located at 682 Manchester Road Belgrade ME (owner of this property Tracy Markham/Markham's Property Management LLC) provided me with a copy of the email that Tracy Markham dated 11/11/2020. The form was from Pickett Land Survey Inc reviewing the data collected. [REDACTED]

[REDACTED] Mr. Markham had known of the boundary line and has kept silent until we parted ways.

On 11/30/2020 I noticed orange tape and markers noting the property line. I did take a video of this as well as photos, if this is needed to consider my request, please let me know and I will be glad to provide this to you (Tel 207-624-2972). **See Exhibit A, B, C and D for Reference**

Exhibit A & B -My garage is on the right.

Exhibit C -My garage is on the left

Exhibit D – My garage is on the left. This is an aerial view. Please note that there is a tree line separating these areas and that I do not impede on the property.

At this time, I was made aware of the code stating that the overhang is about 5.7 feet from the garage line versus 10 feet which I was unaware was code. Please note, the application for the building permit was requested and completed by Tracy L. Markham and approved by the town. After this time period, Tracy Markham purchased the land next to mine and was aware of the boundaries surrounding the purchased property. It was not until I asked Tracy Markham to leave my residence at 670 Manchester Road that this was brought to my attention.

[REDACTED] This is when the property line became an issue. He continues to post large no trespassing signs behind the garage even though I do not trespass on the property. Also, [REDACTED]

In addition, a sketch plan of the property must accompany this application showing dimensions and shape of the lot, the size and locations of existing buildings, the locations and dimensions of proposed building or alterations, and any natural or topographic peculiarities of the lot in question.

Provided with application – Map 4

Justification of Variance. For the variance to be granted, the appellant must demonstrate to the Board of Appeals that the strict application of the terms of the zoning ordinance would cause undue hardship. There are four criteria which must be met before the BOA can find that a hardship exists. Please explain how your situation meets each of these criteria below:

- 1. The land in question cannot yield a reasonable return unless the variance is granted.**

In order for me to be able to sell my property this issue will need to be resolved. As the 3rd bay to the garage, rock wall around the garage and underground sprinkler system were built by Mr. Markham over 10 years ago. This is money that I have spent to build these items, now the only other option is to spend more money to tear it down. This does not yield a reasonable return if the variance is not granted. I am not infringing on Mr. Markham's ability to use his property. The surrounding areas on both sides of the property line are well maintained and does not interfere with ability to get into or out of the home/driveway or garage of Mr. Markham's property next door. I will not trespass beyond the boundary line. I do not have the financial means to remove the third bay, rock wall and underground sprinkler system. I am willing to disconnect the sprinkler system behind the garage if that would appease Mr. Markham.

2. **The need for a variance is due to the unique circumstances of the property and not to the general conditions in the neighborhood.**

The need for a variance is because the person who obtained the building permit and built the garage (Mr. Markham) spent money that wasn't his to provide an addition to a garage that wasn't built to town codes. It is too close to the property line. Mr. Markham owns the adjoining property where this problem exists. In order to correct the problem Mr. Markham needs to sign a variance to make this right. The variance needs to be recorded in the deeds of both properties.

3. **The granting of a variance will not alter the essential character of the locality.**

The property has not altered the essential character of the locality. The area is well maintained and does not obstruct neighbors to the surrounding area in any way.

4. **The hardship is not the result of action taken by the appellant or a prior owner.**

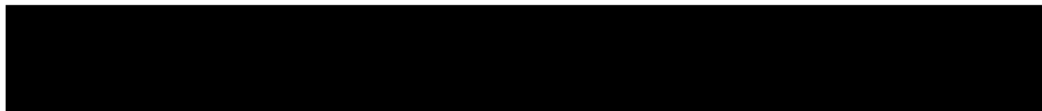
The hardship is not the result of action taken by appellant. **Refer to paragraph #2**

I certify that the information contained in this application and its supplement is true and correct.

Date: 2/3/21 Appellant Signature: Angelina E. Dyer

Note to the appellant: this form should be returned to the Chairman of the Board of Appeals.

You will be notified of the date of the hearing on your appeal.



Items Provided along with application:

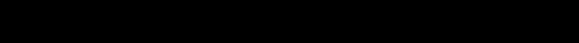
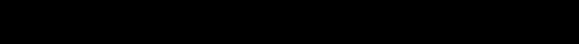
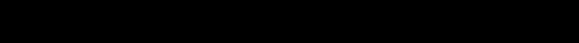
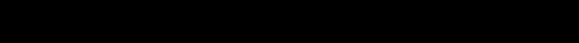

1. Exhibit A, B, C and D – photos of property line(s)
2. Map - showing dimensions and shape of the lot, the size and locations of existing building
3. Building permit * for both garage and shed.
4. Warranty Deed for 682 Manchester Road
5. Survey Report
6. 
7. 
8. 
9. 
10. 



Exhibit A

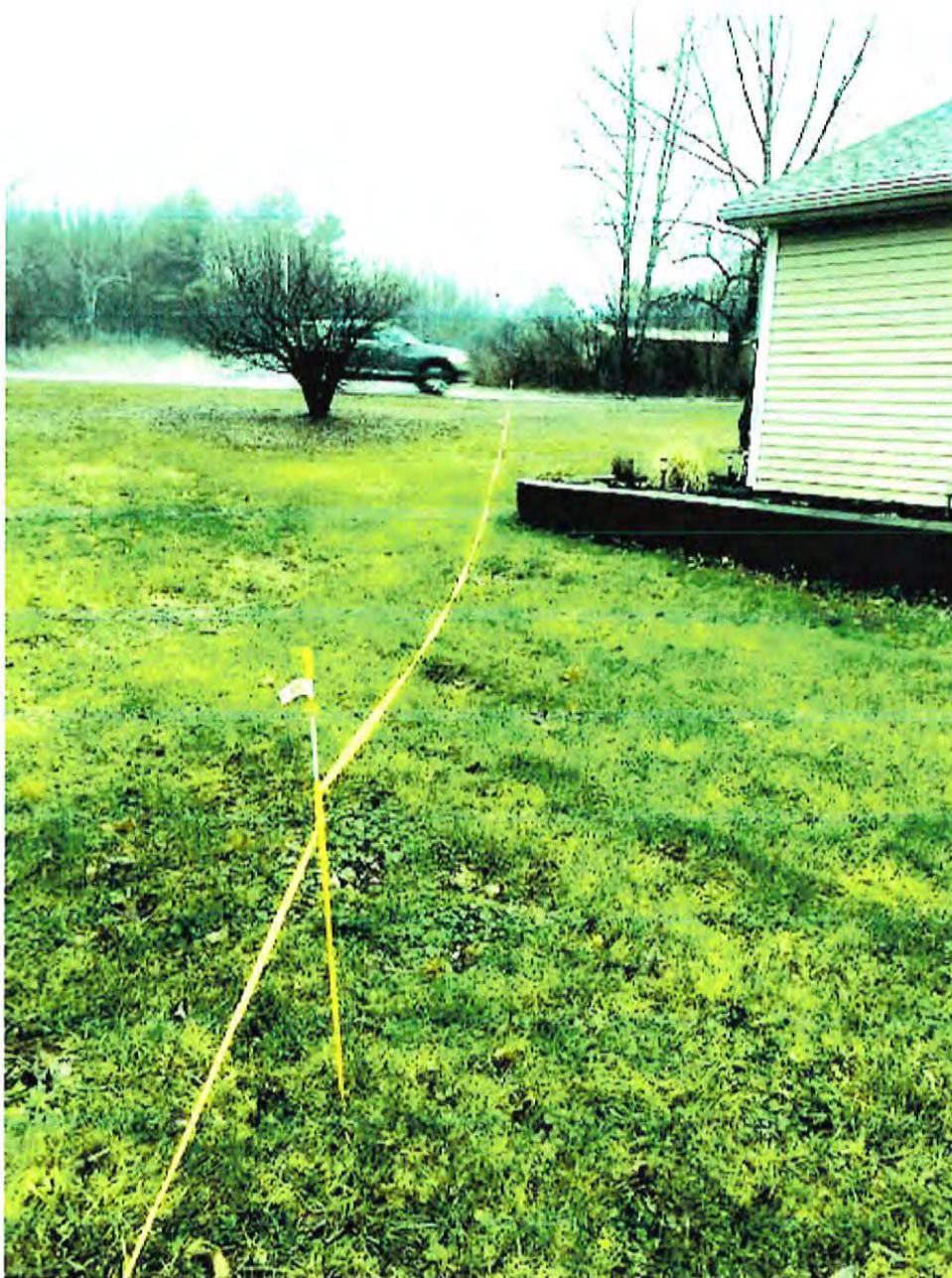


Exhibit B

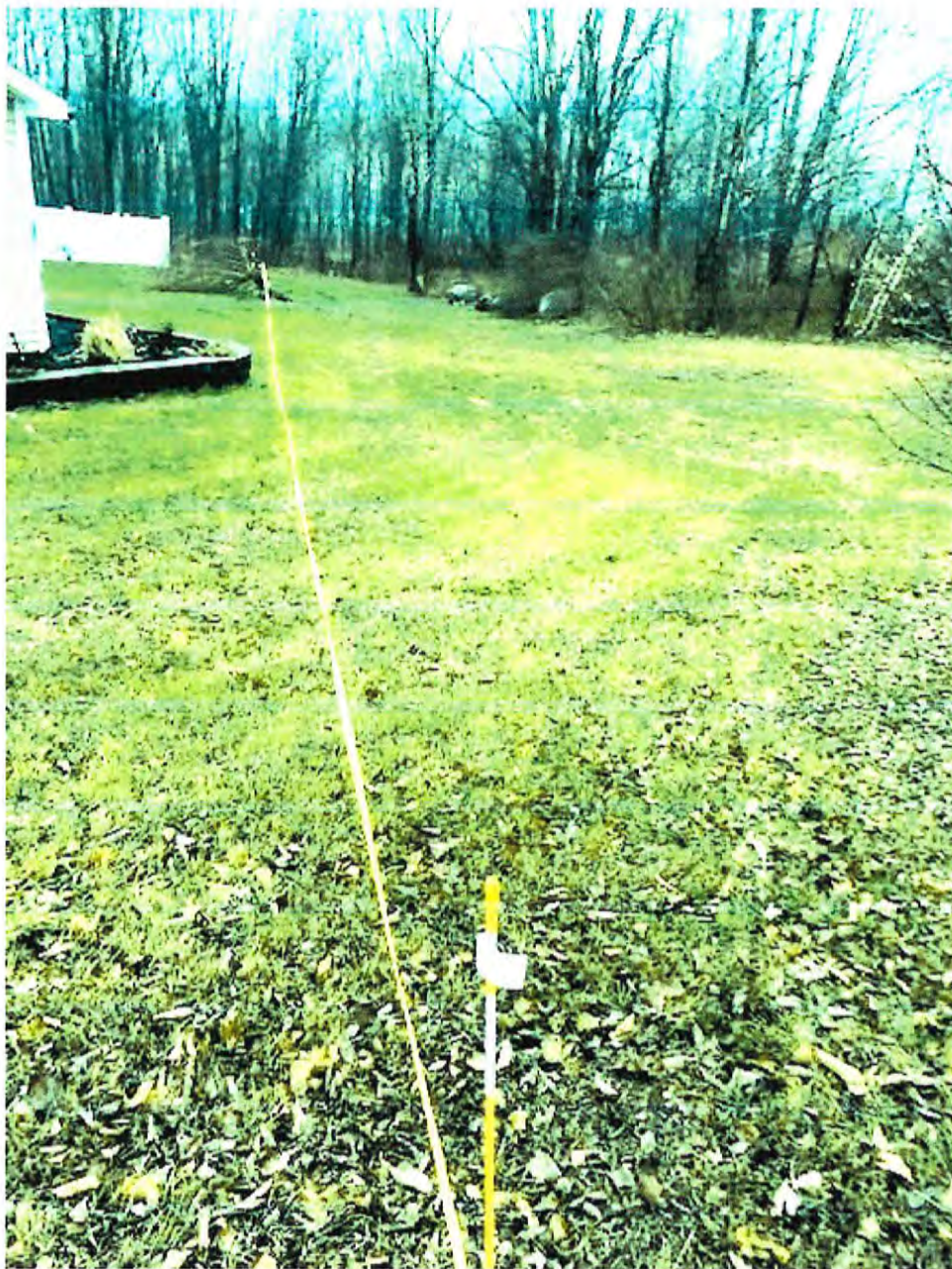
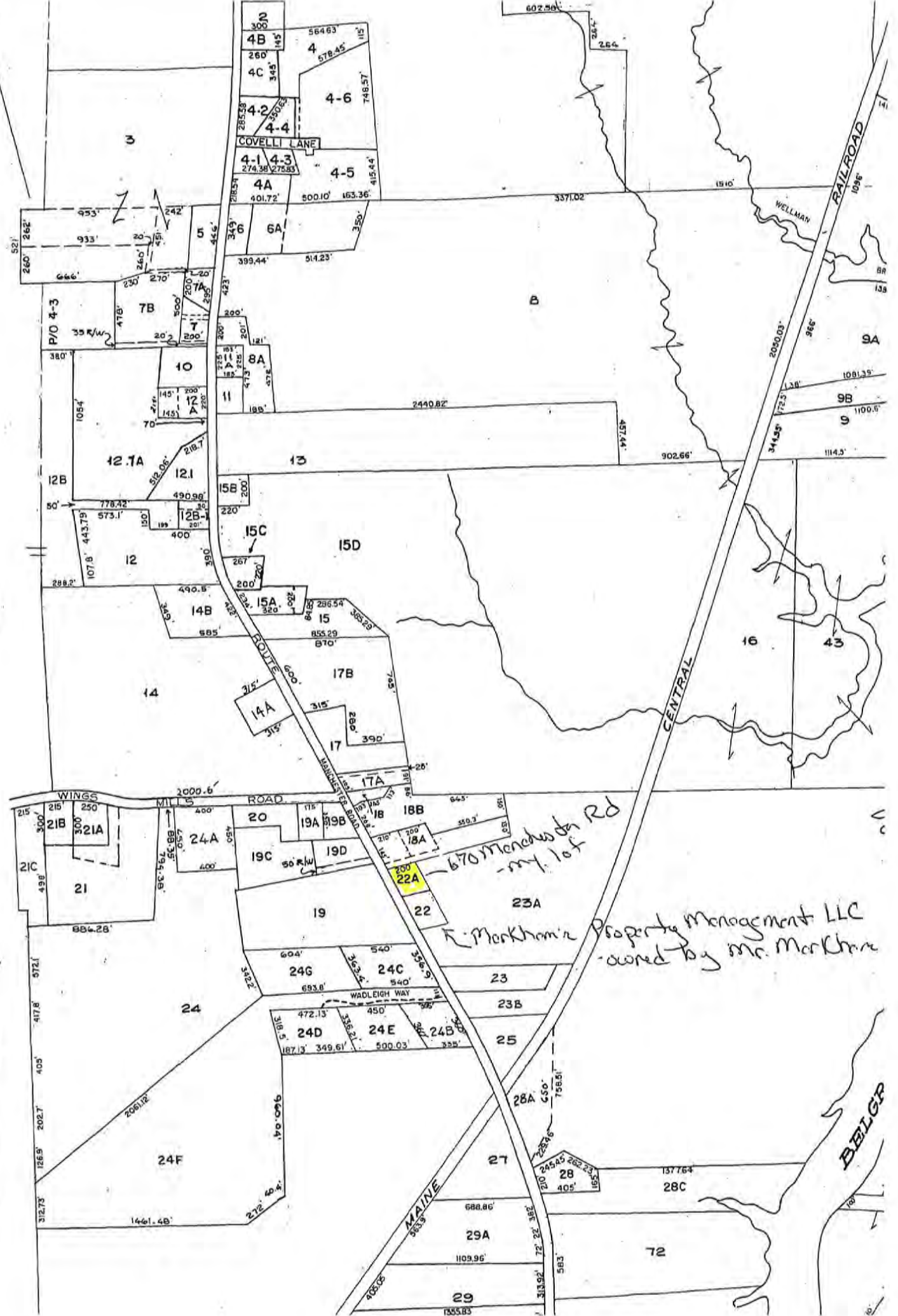


Exhibit C



Exhibit D

Map 4



BBLGR

TOWN OF BELGRADE BUILDING PERMIT

ANY DEVIATION FROM PERMIT
REQUIRES APPROVAL BY
PB / CEO

Number 20
Map # 4 Lot # 22A
Application # 20-10

Issued to: Tracy Markham

Mailing Address For Permit: 670 Manchester Road, Belgrade, Maine 04917

For Following Uses: 10X10 garage addition

Location Of Property: 670 Manchester Road

The following conditions and safeguards are prescribed as authorized in Section 12 B.7 of the Ordinance.
Any Violation of these conditions shall be a violation of the ordinance.

1. _____
2. _____
3. _____
4. _____
5. _____

Issue Date: Aug. 17, 2010 Expiration Date: August 19, 2011

CEO: [Signature]

PLEASE NOTE:

CONTACT CODE ENFORCEMENT OFFICER
WHEN PROJECT HAS BEEN COMPLETED
FOR FINAL INSPECTION.

CALL: HM: 495-3868 OR OFFICE: 495-2258

Planning Board: _____

Fee: \$20.16 + \$5765

Town of Belgrade, Maine APPLICATION FOR PERMIT

- Shoreland
- Non-Shoreland

TOWN USE ONLY

Application # 70-10

Map # 4 Lot # 1

Date Logged: 4/17 Date Rec'd by PB/CEO _____ \$ _____ Fee Paid Receipt # 5765 Permit # 10

1. Applicant:

Name [Redacted]
 Mailing Address [Redacted]
 State/Zip [Redacted] Telephone # [Redacted]

2. Owner (if other than applicant):

Name _____
 Mailing Address _____
 State/Zip _____ Telephone # _____

3. Specific location of property _____ Map # 24 Lot # 1

Name of Lake/Pond/ Stream (if applicable) _____
 Is this lot part of an approved subdivision ___ Yes; ___ No. If yes, name of subdivision _____

4. Current use of property (check all that apply):

Residential/Recreational; ___ Individual Private Campsite; ___ Commercial; ___ Industrial; ___ Other

5. Proposed construction or change in use: _____

6. Existing sewage disposal system type and capacity: _____

Present number of bedrooms ___ ; Bedrooms to be added under this application ___

7. Total lot area _____ ; Lot area within the Shoreland Zone _____

8. Total number of structures on the lots _____. A site plan MUST accompany this application and be prepared in accordance with the requirements on the attached Instruction Sheet (Item #9 on the Instruction Sheet). All required attachments must accompany this application.

	*Floor Area	Footprint Area	*Volume
--	-------------	----------------	---------

Present Structure	_____	_____	_____
Proposed Structure	<u>12509</u>	_____	_____

*Required only for structures within Shoreland Zone

If the structure is within the Shoreland Zone, has the structure been expanded since January 1, 1989? ___ Yes; ___ No.

If yes, give date(s) of expansion(s): _____

I/we have obtained and understand the requirements of all Town of Belgrade Ordinances which apply to the proposed construction or change of use. The undersigned applies for a permit to build, alter or improve existing structure(s) or grounds as stated above on this application and portrayed on the attachments. The information provided is true and correct.

Signature: [Redacted] Signature: _____

There may be additional Federal, State or local permits required depending on the nature of the project.

TOWN USE ONLY

DECISION: APPROVED DISAPPROVED

Conditions: _____

Date: April 17 2010 P/B CEO

Signatures: [Signature]

Town of Belgrade, Maine APPLICATION FOR PERMIT

6 Manchester Road
Belgrade, ME 04917

Shoreland

Non-Shoreland

TOWN USE ONLY

Application # 90-10

Map # 4 Lot # 22-A

Date Logged 8/19/10 Date Rec'd by PB/CEO _____ \$ _____ Fee Paid Receipt # 5765 Permit # 70

1. Applicant:

Name Tracy Markham

Mailing Address 670 Manchester Rd.

State/Zip Belgrade, Maine Telephone # [REDACTED]

2. Owner (if other than applicant):

Name Same

Mailing Address _____

State/Zip _____ Telephone # _____

3. Specific location of property 670 Manchester Map # 4 Lot # 22-A

Name of Lake/Pond/ Stream (if applicable) _____

Is this lot part of an approved subdivision ___ Yes; ___ No. If yes, name of subdivision _____

4. Current use of property (check all that apply):

Residential/Recreational; ___ Individual Private Campsite; ___ Commercial; ___ Industrial; ___ Other

5. Proposed construction or change in use: Garage addition

6. Existing sewage disposal system type and capacity: _____

Present number of bedrooms ___ ; Bedrooms to be added under this application ___

7. Total lot area _____ ; Lot area within the Shoreland Zone _____

8. Total number of structures on the lots _____. A site plan MUST accompany this application and be prepared in accordance with the requirements on the attached Instruction Sheet (Item #9 on the Instruction Sheet). All required attachments must accompany this application.

*Floor Area

Footprint Area

*Volume

Present Structure _____

Proposed Structure 12x28' _____

*Required only for structures within Shoreland Zone

If the structure is within the Shoreland Zone, has the structure been expanded since January 1, 1989? ___ Yes; ___ No.

If yes, give date(s) of expansion(s): _____

I/we have obtained and understand the requirements of all Town of Belgrade Ordinances which apply to the proposed construction or change of use. The undersigned applies for a permit to build, alter or improve existing structure(s) or grounds as stated above on this application and portrayed on the attachments. The information provided is true and correct.

Signature: [Signature] Signature: _____

There may be additional Federal, State or local permits required depending on the nature of the project.

TOWN USE ONLY

DECISION: APPROVED DISAPPROVED

Conditions: _____

Date: April 19, 2010 P/B CEO

Signatures: [Signature]

TOWN OF BELGRADE BUILDING PERMIT

ANY DEVIATION FROM PERMIT
REQUIRES APPROVAL BY

PB / CEO

Number 105

Map # 4 Lot # 99A

Application # 105-10

Issued to: Marie Latham

Mailing Address For Permit: 670 Manchester Road, Belgrade, ME 04917

For Following Uses: 12 x 20 shed

Location Of Property: 670 Manchester Road

The following conditions and safeguards are prescribed as authorized in Section 12 B.7 of the Ordinance.
Any Violation of these conditions shall be a violation of the ordinance.

1. _____
2. _____
3. _____
4. _____
5. _____

Issue Date: Spt 22, 2011 Expiration Date: September 22, 2011

CEO: Wayne E. Foster

Planning Board: _____

PLEASE NOTE:

CONTACT CODE ENFORCEMENT OFFICER
WHEN PROJECT HAS BEEN COMPLETED
FOR FINAL INSPECTION.

CALL: HM: 495-3868 OR OFFICE: 495-2258

Fee: \$15.00 Receipt 6507

Town of Belgrade, Maine APPLICATION FOR PERMIT

- Shoreland
- Non-Shoreland

TOWN USE ONLY

Application # 105-10
 Map # 4 Lot # 221
 Permit # 105

Date Logged: 4/2/11 Date Rec'd by PB/CEO _____ \$1500 Fee Paid Receipt # 1501

1. Applicant:

Name [Redacted]
 Mailing Address [Redacted]
 State/Zip Maine 04917 Telephone # [Redacted]

2. Owner (if other than applicant):

Name [Redacted]
 Mailing Address _____
 State/Zip _____ Telephone # _____

3. Specific location of property _____ Map # 4 Lot # 221

Name of Lake/Pond/ Stream (if applicable) _____
 Is this lot part of an approved subdivision Yes; No. If yes, name of subdivision _____

4. Current use of property (check all that apply):

Residential/Recreational; Individual Private Campsite; Commercial; Industrial; Other

5. Proposed construction or change in use: 12x20 Shed

6. Existing sewage disposal system type and capacity: N/A
 Present number of bedrooms _____; Bedrooms to be added under this application _____

7. Total lot area _____; Lot area within the Shoreland Zone _____

8. Total number of structures on the lots _____. A site plan MUST accompany this application and be prepared in accordance with the requirements on the attached Instruction Sheet (Item #9 on the Instruction Sheet). All required attachments must accompany this application.

	*Floor Area	Footprint Area	*Volume
Present Structure	<u>House / garage</u>	_____	_____
Proposed Structure	<u>12 x 20 Shed</u>	_____	_____

*Required only for structures within Shoreland Zone

If the structure is within the Shoreland Zone, has the structure been expanded since January 1, 1989? Yes; No.
 If yes, give date(s) of expansion(s): _____

I/we have obtained and understand the requirements of all Town of Belgrade Ordinances which apply to the proposed construction or change of use. The undersigned applies for a permit to build, alter or improve existing structure(s) or grounds as stated above on this application and portrayed on the attachments. The information provided is true and correct.

Signature: [Redacted] Signature: _____

There may be additional Federal, State or local permits required depending on the nature of the project.

TOWN USE ONLY

DECISION: APPROVED DISAPPROVED

Conditions: _____

Date: _____ P/B CEO

Signatures: [Redacted]

Town of Belgrade, Maine APPLICATION FOR PERMIT

6 Manchester Road
Belgrade, ME 04917

Shoreland

TOWN USE ONLY

Application # 105-10

Non-Shoreland

Map # 4 Lot # 22A

Date Logged: 9/20/10 Date Rec'd by PB/CEO _____ \$15.00 Fee Paid Receipt # 6507 Permit # 105

1. Applicant:

Name Tracy Marcham
Mailing Address 670 Manchester Rd
State/Zip Belgrade Maine 04917 Telephone # [REDACTED]

2. Owner (if other than applicant):

Name Same
Mailing Address _____
State/Zip _____ Telephone # _____

3. Specific location of property _____ Map # 4 Lot # 22A

Name of Lake/Pond/ Stream (if applicable) _____
Is this lot part of an approved subdivision Yes: No: If yes, name of subdivision _____

4. Current use of property (check all that apply):

Residential/Recreational; Individual Private Campsite; Commercial; Industrial; Other

5. Proposed construction or change in use: 12'x20' Shed

6. Existing sewage disposal system type and capacity: N/A

Present number of bedrooms _____; Bedrooms to be added under this application _____

7. Total lot area _____; Lot area within the Shoreland Zone _____

8. Total number of structures on the lots _____, A site plan MUST accompany this application and be prepared in accordance with the requirements on the attached Instruction Sheet (Item #9 on the Instruction Sheet). All required attachments must accompany this application.

	29x92 *Floor Area	Footprint Area	*Volume
Present Structure	<u>house / garage.</u>	_____	_____
Proposed Structure	<u>12' x 20' Shed</u>	_____	_____

*Required only for structures within Shoreland Zone

If the structure is within the Shoreland Zone, has the structure been expanded since January 1, 1989? Yes: No:

If yes, give date(s) of expansion(s): _____

I/we have obtained and understand the requirements of all Town of Belgrade Ordinances which apply to the proposed construction or change of use. The undersigned applies for a permit to build, alter or improve existing structure(s) or grounds as stated above on this application and portrayed on the attachments. The information provided is true and correct.

Signature: [Signature] Signature: _____

There may be additional Federal, State or local permits required depending on the nature of the project.

TOWN USE ONLY

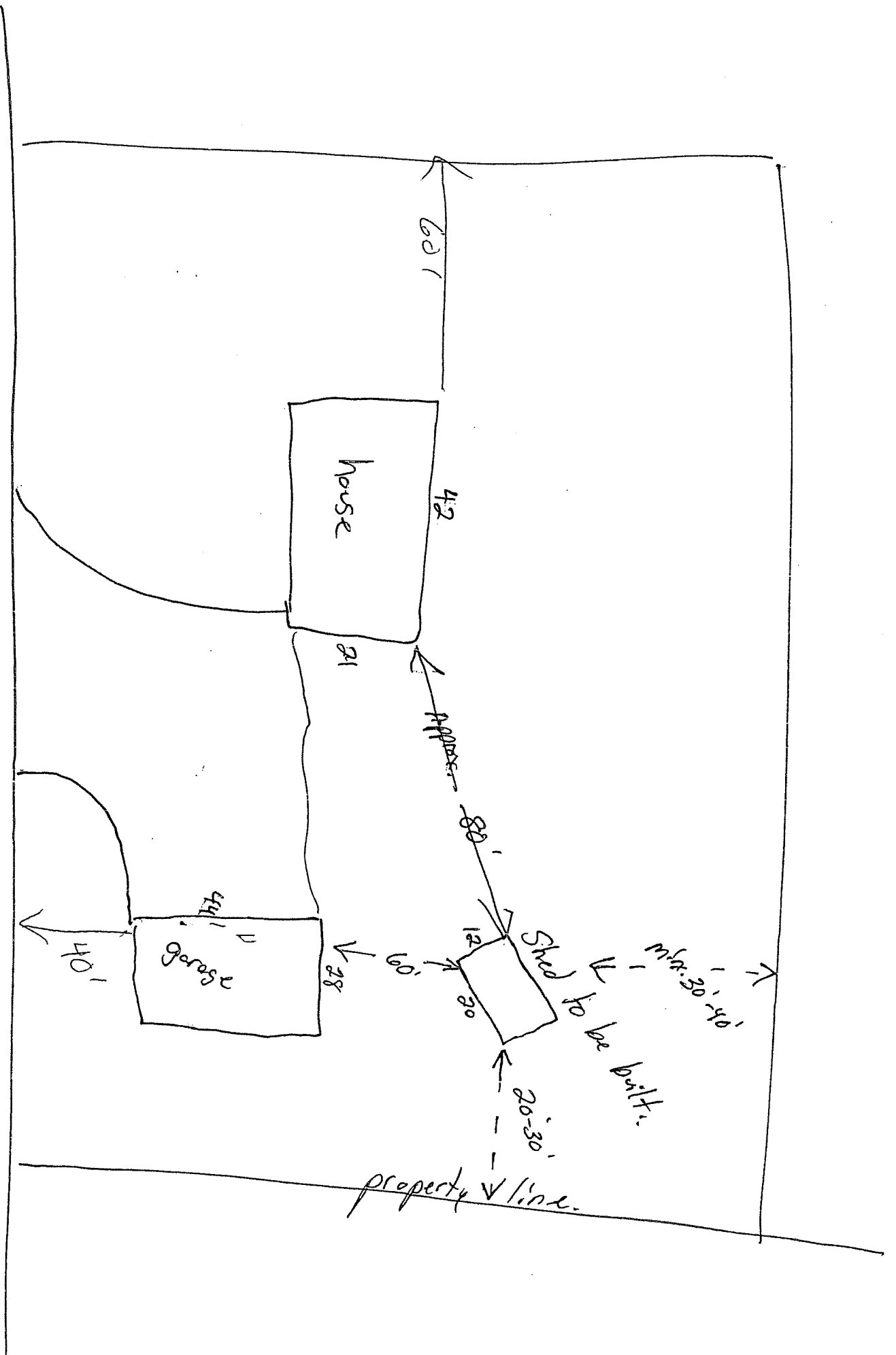
DECISION: APPROVED DISAPPROVED

Conditions: _____

Date: Sept. 22, 2010 P/B CEO

Signatures: [Signature]

Rt 135



STRAIGHT
IF MCH L 2018
ACCT 1017

**MAINE REAL ESTATE
TRANSFER TAX PAID**

WARRANTY DEED

Audrey J. Merrow, of 682 Manchester Road, Belgrade, ME 04917 for consideration paid, **GRANTS to Markham's Property Management, LLC**, a Maine Limited Liability Company having an address of 763 Manchester Road, Belgrade, ME 04917, with **WARRANTY COVENANTS**, the real estate described as a certain lot or parcel of land, with any buildings thereon, situated in the Town of Belgrade, Kennebec County, State of Maine, on the east side of the Belgrade - Winthrop Road, about 600 feet south from the Wings Mill Road, and bounded and described as follows:

Beginning on the east side of said Winthrop Road at the south line of land formerly owned by John L. and Nathalie C. Pray now owned by Fred Hawes and running easterly along said Hawes' south line two hundred (200) feet to an iron pipe set in the ground; thence running southerly and parallel with said Road four hundred eighty (480) feet to an iron pipe set in the ground; thence running westerly and parallel with Hawes' South line two hundred (200) feet to the east line of said Winthrop Road and an iron pipe set in the ground; thence running northerly along the east side of said Road four hundred eighty (480) feet to the point of beginning.

Excepting from the above described premises is a parcel conveyed to Glendon K. Merrow by Quit-Claim Deed of Leah A. B. Merrow and Ashley Merrow dated August 2, 1984 and recorded in the Kennebec County Registry of Deeds in Book 2712, Page 93 and further described as follows:

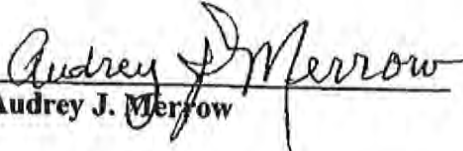
A certain lot or parcel of land situated in said Town of Belgrade on the east side of the Belgrade Winthrop Road, about 600 feet south from the Wings Mill Road, and bounded and described as follows:

Beginning on the east side of said Winthrop Road at the south line of land formerly owned by John L. and Nathalie C. Pray now owned by Fred Hawes and running easterly along said Hawes' south line two hundred (200) feet to an iron pipe set in the ground; thence running southerly and parallel with said Road two hundred twenty (220) feet to an iron pipe set in the ground; thence running easterly and parallel with Hawes' South line two hundred (200) feet to the east line of said Winthrop Road and an iron pipe set in the ground; thence running along the east side of said Road two hundred twenty (220) feet to the point of beginning.

Being the same premises conveyed to Lawrence M. Merrow, Sr. and Audrey J. Merrow by deed from Leah A.B. Merrow, a/k/a Leah B. Merrow dated July 8, 1998 and recorded in the Kennebec County

Registry of Deeds in Book 5672, Page 312. Lawrence M. Merrow, Sr. died on December 19, 2017, leaving Audrey J. Merrow as sole surviving Joint Tenant.

WITNESS my hand and seal this 31st day of July, 2018.


Audrey J. Merrow

STATE OF MAINE
COUNTY OF KENNEBEC

July 31, 2018

Personally appeared the above-named Audrey J. Merrow and acknowledged the foregoing to be her free act and deed,

Before me,


Notary Public

Thomas B. McCowan
Notary Public, State of Maine
Commission Expires June 7, 2020

Sent from my iPhone

Begin forwarded message:

From: "Pickett Land Survey Inc." <pickettls@prexar.com>
Date: November 11, 2020 at 3:13:52 PM EST
To: Tracy Markham <[REDACTED]>
Subject: Belgrade property

Tracy,

Attached should be the plan for your property along the Manchester Road in Belgrade and my invoice for work.

the neighbor to the north, her house is 7 feet from your northern boundary line and the overhang is about 5.7 feet from the boundary line.

If you have any questions please call.

Thanks

Jamie

James E. Moore III
Pickett Land Survey Inc,
245 Fairfield Street
Oakland, ME 04963
pickettls@prexar.com
207-873-1706 cell
207-465-3183 office

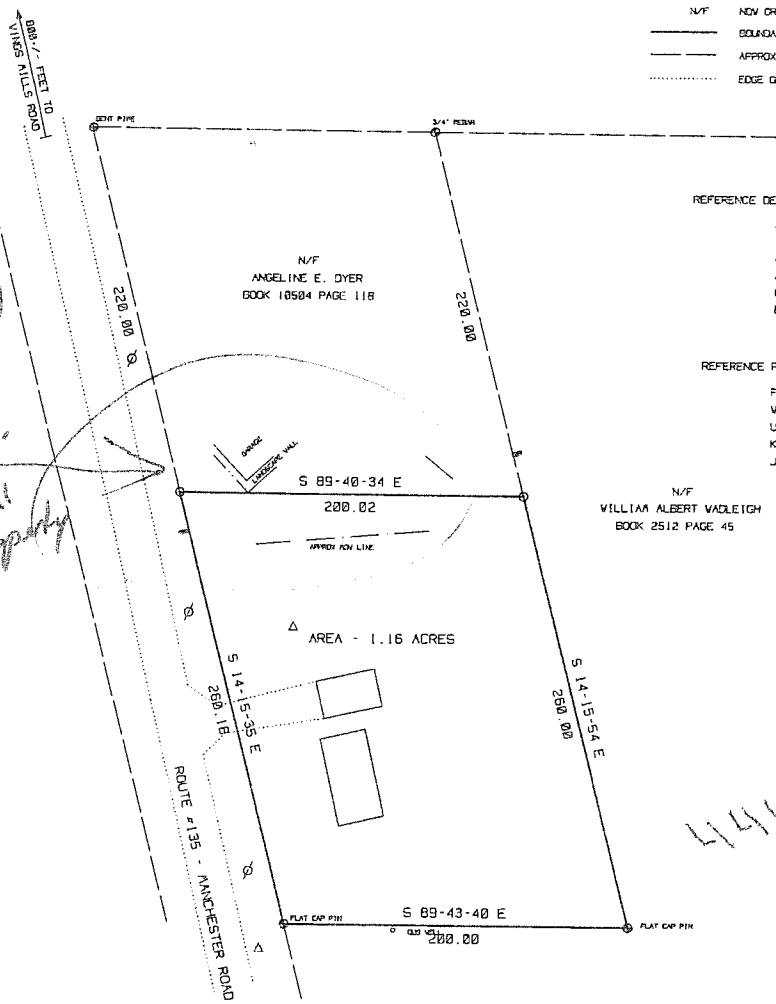
TRUE NORTH SEE PLAN REFERENCE #1



LEGEND

- ⊙ 3/4 INCH 5/8" IRON REBAR SET WITH RED PLASTIC CAP SCRIBED JAMES E MOORE PLS #2281
- ⊙ IRON PIN OR PIPE FOUND - AS DESCRIBED
- ⊕ UTILITY POLE
- + ANGLE POINT - NO MONUMENT FOUND OR SET
- △ SURVEY CONTROL STATION
- N/F NOW OR FORMERLY
- BOUNDARY LINE
- - - APPROX. ADJUTING PROPERTY LINE
- EDGE OF PAVEMENT OR GRAVEL

(Encroachment)
 Angels Garage,
 5.7 ft.
 from property
 line. Stone wall
 is on my property
 so is sprinkler
 system.



REFERENCE DEED:
 AUDREY J. AERROY
 TO
 MARKHAM'S PROPERTY MANAGEMENT LLC
 AS RECORDED IN KENNEBEC COUNTY REGISTRY
 OF DEEDS IN BOOK 12883 PAGE 160
 DATED AUGUST 2, 2018

REFERENCE PLAN:
 PLAN OF LAND OWNED BY
 WILLIAM ALBERT VADLEIGH
 UNRECORDED PLAN ON FILE AT
 K&K LAND SURVEYORS, INC.
 JOB # 05-17 DATED JUNE 2005

N/F
 WILLIAM ALBERT VADLEIGH
 BOOK 2512 PAGE 45

441-5302

17m

N/F
 WILLIAM ALBERT VADLEIGH
 BOOK 2512 PAGE 45

*Contact Gary Fuller,
 441-5302 cell
 or
 Town office on
 Thursday nights.*

- ES:
1. ALL DEEDS WERE FOUND IN KENNEBEC COUNTY REGISTRY OF DEEDS.
 2. NO DEED RESEARCH WAS PERFORMED FOR THE RIGHT-OF-WAYS OF THE ROADS.

BOUNDARY SURVEY FOR MARKHAM'S PROPERTY MANAGEMENT LLC. MANCHESTER ROAD TOWN OF BELGRADE KENNEBEC COUNTY STATE OF MAINE PICKETT LAND SURVEY INC. 245 FAIRFIELD STREET OAKLAND, MAINE 04903		
RECORD OWNER: MARKHAM'S PROPERTY MANAGEMENT LLC 763 MANCHESTER ROAD BELGRADE, ME 04917	THIS SURVEY IS INTENDED TO MEET THE STANDARDS AS SET FORTH BY THE STATE BOARD OF REGISTRATION FOR LAND SURVEYORS	PLAN FILE # JAMES E. MOORE III PLS #2281
STATE OF MAINE KENNEBEC, ss REGISTRY OF DEEDS Received _____ 20____ at _____, ss _____ and Recorded in Plan File _____ Page _____ ATTEST: _____	DATE: NOVEMBER 3, 2020 CADD FILE NAME: TART135 SURVEY FILE NAME: TART135 FILE NAME: MARKHAM'S PROPERTY MANAGEMENT	
REGISTRAR	50' 0 50 100 150 GRAPHIC SCALE 1 INCH = 50 FEET	

Town of Belgrade
Board of Selectpersons
April 20, 2021 / 6:30 p.m.

This meeting was conducted online via Zoom and can be watched at

<https://youtu.be/drIVhKRhrcg>

MINUTES

Selectboard members present: Melanie Jewell, Ernst Merckens, Barbara Allen, Dan Newman, Rick Damren

In attendance: Town Manager Anthony Wilson, Bruce Galouch, Jack Sutton, Dick Bourne, Cory Alexander, Nicholas Alexander, Tom Dowd, Dianne Dowd, Scott Damren, Kate Damren, Code Enforcement Officer Gary Fuller, Andrea Henry, Patty Vonlderstine, Jean Saucier, Joy Burgess, Ted Fontaine, Library Director Megan Aube, Linda Sprague, Judy Johnson, Charlotte Saxl, Penny Morrell, Scott Ferguson, Evan Fisher, Sara Languet, Town Clerk Mary Vogel, RSU 18 Superintendent Carl Gartley, Gary Nadeau, Planning Board Chairman Peter Rushton, Mike Hodgins.

Ms. Jewell called the meeting to order at 6:30 p.m. and led the Pledge of Allegiance. Mr. Damren moved to open the meeting. Mr. Merckens seconded. Motion approved 5-0.

1. **PUBLIC COMMENT.** Gary Nadeau raised a concern about the level of Great Pond and urged the Selectboard to push for greater local control of dam operations.
2. **OLD BUSINESS**
 - A. Approval of April 6, 2021, **Selectboard minutes.** Mr. Damren moved approval as presented. Mr. Merckens seconded. Motion approved 5-0.
 - B. Discussion and consideration of **replacing appliances** damaged by salt contamination. Mr. Damren moved to have the Town secure and install appliances corroded by salt well contamination in Joy Burgess' home, and to have the Town invoice the Maine Department of Transportation for its half of that shared expense. Mr. Merckens seconded. Motion approved 5-0.
 - C. Discussion and consideration of **Road Commissioner job description** and job posting. Mr. Merckens moved approval of the job description as presented. Mr. Damren seconded. Motion approved 5-0. Mr. Newman moved approval of posting the job for two weeks on the Town's website, Facebook page, marquee and Indeed.com; having Roads Committee members screen applications; and having finalist(s) interviewed by a panel of Selectman Damren, Jack Sutton, the town manager and the fire chief. Mr. Damren seconded. Motion approved 5-0.
3. **NEW BUSINESS**
 - A. **Committee appointments:**
 1. Ted Fontaine – Dams Committee. Mr. Damren moved approval. Mr. Merckens seconded. Motion approved 5-0.

2. Cory Alexander – Roads Committee and Appeals Board. Mr. Damren moved approval on the Roads Committee appointment. Mr. Merckens seconded. Motion approved 5-0. Mr. Damren moved approval on the Appeals Board appointment. Mr. Merckens seconded. Motion approved 5-0.
3. Scott Ferguson – Library Board of Trustees. Mr. Damren moved approval. Mr. Merckens seconded. Motion approved 5-0.
4. Charlotte Saxl -- Library Board of Trustees youth representative. Mr. Merckens moved approval. Ms. Allen seconded. Motion approved 5-0.
5. Michial Heino – Appeals Board (reappointment). Mr. Damren moved approval. Ms. Allen seconded. Motion approved 5-0.
- B. Discussion of **RSU 18 proposed 2021-22 budget** with Superintendent Carl Gartley. Mr. Gartley presented the proposed budget, which includes a 1.7-percent increase. No action was taken.
- C. Discussion and consideration of agreements with the Friends of the Belgrade Public Library for **year-round book sales** in the library and annual **lease of the library building**. Mr. Newman moved to allow Library employees to sell books on behalf of the Friends. Ms. Jewell seconded. Motion approved 5-0. Mr. Damren moved approval of the lease. Mr. Merckens seconded. Motion approved 5-0.
- D. Discussion and consideration of a Request for Qualifications for **management of the Town's Unified Investment Trust**. Mr. Damren moved approval of the RFQ, posting the RFQ for three weeks, and having the Budget Committee screen responses and interview finalist(s), along with Selectman Merckens, with the Selectboard considering a recommendation in June. Ms. Allen seconded. Motion approved 5-0.
- E. Discussion and consideration of **extending moratorium ordinance**. The Town Manager reported the Planning Board may be one meeting away from completing its work on the subdivision ordinance, after which it will address needed amendments in the commercial development review ordinance. The Board discussed that a 180-day extension would coincide with a possible state election date in November. Ms. Jewell moved to extend the moratorium ordinance by 180 days. Mr. Merckens seconded. Motion approved 4-1, with Mr. Damren opposing.
4. **WARRANT**. Ms. Allen moved approval of warrant no. 44 in the amount of \$59,279.72. Mr. Damren seconded. Motion approved 5-0.
5. **TOWN MANAGER REPORT**. The Selectboard asked the town manager to research a possible policy change to allow contractors with a DEP-certified employee to conduct the initial inspection of septic systems.
The Board agreed to conduct a hearing on May 4 to consider issuing a no-action letter related to a setback violation on the Manchester Road. At the town manager's request that the board approve a public hearing at the May 4 meeting regarding the June 8 warrant articles, Mr. Damren moved approval and Ms. Jewell seconded. Motion approved 5-0.
6. **EXECUTIVE SESSION:** 1 M.R.S.A. §405(6)(E) – Attorney-client consultations

Ms. Jewell moved the Selectboard exit open session at 8:25 p.m. Mr. Newman seconded. Motion approved 5-0.

Ms. Jewell moved the Selectboard enter executive session at 8:26 p.m. Mr. Newman seconded. Motion approved 5-0.

Ms. Damren moved the Selectboard exit executive session at 9:20 p.m. Ms. Allen seconded. Motion approved 5-0.

Ms. Jewell moved the Selectboard re-enter open session at 9:21 p.m. Mr. Merckens seconded. Motion approved 5-0.

Ms. Jewell moved to adjourn. Mr. Damren seconded. Motion approved 5-0. The meeting adjourned at 9:21 p.m.

DRAFT

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 checked="" 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 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 NO

Name Valerie S. Hudspath
Address _____ Belgrade, ME 04917
Phone # (Home) _____ (Work) _____ Email: _____
Place of Employment USAF, Retired
Education & Experience UMO, B.S. 1978; Univ of Oklahoma (U.S. Air Force) - Physician Assistant Studies (1986)
Univ of Nebraska - Masters (2000)

Interests and Hobbies Outdoor activities

Why do you wish to serve on a municipal board or committee?
Currently on the Roads Committee. I like to be a part of the Belgrade community.

References

Name Sara Hasty Phone # _____
Name Skip Tompkins Phone # _____

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

Memo

To: Board of Selectpersons
From: Anthony Wilson, Town Manager
Date: May 4, 2021
Re: Commercial brush fees

The Transfer Station Committee recommends increasing the fee charged to commercial customers who bring brush to the facility. This would include, but not be limited to, tree services, landscapers, handymen/women, property developers, contractors and commercial haulers.

Currently, the first load is free; each subsequent load on that same day costs \$4. Transfer Station Director Ken Scheno says that works well with residential users dumping a couple of pickup truck beds or trailer loads of brush. But the Transfer Station often receives large quantities of brush from commercial customers, including property developers.

The committee proposes charging commercial customers a rate of 75 cents per cubic yard to dump brush. (There would be no free first dump.) One truck that frequently dumps brush at the facility has a capacity of 27 cubic yards. At 75 cents per yard, that would equate to \$38.50 in fees per load.

Mr. Scheno notes several factors that are leading to more brush than ever being dumped: drier weather, which reduces the number of burn permits issued; more lots being cleared for development; harsh storms; mill closures and the low fee.

In recent years, the amount the Town was paid for brush has declined from \$2 per ton to zero. The Transfer Station director is concerned that at some point we may have to pay to have brush hauled away.

Fortunately, Marshal Grinding has allowed us to use its equipment to manage the influx of brush and demolition wood. Otherwise, we would have to rent a grinder at a rate of approximately \$100 per hour, typically with a three-hour minimum.

Anthony Wilson

Subject: FW: 65 equipment

Attachments: Est_192461_from_FIRE_TECH_SAFETY_OF_NEW_ENGLAND_INC._28824.pdf

EXTERNAL MESSAGE:

I have attached the estimate to buy the equipment needed for the new truck.

We had asked from the voters for approval to spend up to \$250,000 out of capital reserve to buy 65 and equipment. The quote is a little more than that so if we can take \$9,000 out of capital reserve I will take the rest out of my equipment expense.

The reason for the new equipment is the old 65 just had a portable pump on the back so we didn't need all the hose, nozzles, scba brackets, tool brackets, hydrant fittings etc.

Thanks

Dan MacKenzie

FIRE TECH & SAFETY OF NEW ENGLAND, INC.

PO Box 435
 84A Route 133
 Winthrop, ME 04364-0435
 1-800-331-7900 Fax (207) 377-6260

Quote

Date	Quote #
3/31/2021	192461



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

Rep
BM

Item	Qty	Description	Unit Price	Total
T2-A3810		TASK FORCE TIPS STORZ SPANNER	129.00	129.00
P11-K5003	1	PERF. ADVANTAGE-IRONSLOK	289.00	289.00
N4-PF25X50BEN	5	NAFHC 2.50" X 50' BLUE POLY-FLOW HOSE COUPLED 2.5" NST	210.00	1,050.00
N4-PF175X50BEP	4	NAFHC 1.75" X 50' BLUE POLY-FLOW HOSE COUPLED 1.5" NPSH	145.00	580.00
N4-PF175X50REP	4	NAFHC 1.75" X 50' RED POLY-FLOW HOSE COUPLED 1.5" NPSH	145.00	580.00
Z1-KD-LP-5-SFPHS	2	ZICO KNOCKDOWN BRACKET WITH BACKPLATE, LOW PROFILE CLIPS, SHORT FOOTPLATE, AND PHS STRAP	85.00	170.00
S7-44450	2	STREAMLIGHT LED FIRE VULCAN, ORANGE, AC/DC CHARGER	165.00	330.00
T2-A3840	1	TASK FORCE TWO WRENCH SET WITH BRACKET	80.00	80.00
T2-A3835	1	TASK FORCE HYDRANT WRENCH	55.00	55.00
C30-03-501-05	1	CORTINA PACK N POP 30" ORANGE #8 TRAFFIC CONE PACKAGE. COLLARS AT 6" AND 4", RUBBER BASES, LED LIGHTS. 5 PACK	210.00	210.00
T2-A03HNT-JET-F-IF	1	TASK FORCE 5" LOW LEVEL FLOATING STRAINER WITH 1.5" NPSH JET SIPHON FLOAT IS REMOVABLE	825.00	825.00
MISC	2	TASK FORCE TIPS WORKING FIRE NOZZLE WITH PISTOL GRIP 160GPM@50PSI P/N WF1GF-226-IF NPSH	685.00	1,370.00
R12-442RD	1	R & B HYDRANT BAG	95.00	95.00
T2-AYNJ-IF	1	TASK FORCE TIPS GATED WYE 2 1/2" NST X 2- 1/2" NPSH	345.00	345.00
T2-AA1SP-NR	1	TASK FORCE ADAPTER 4.5" NST F X 4" STORZ	115.00	115.00
T2-AA7NJ-NJ	2	TASK FORCE ADAPTER 2.5" NH F X 2.5" NH F	28.50	57.00
Total				

FIRE TECH & SAFETY OF NEW ENGLAND, INC.

PO Box 435
 84A Route 133
 Winthrop, ME 04364-0435
 1-800-331-7900 Fax (207) 377-6260

Quote

Date	Quote #
3/31/2021	192461



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

Rep
BM

Item	Qty	Description	Unit Price	Total
T2-AA6NJ-NJ	2	TASK FORCE ADAPTER 2.5" NH M X 2.5" NH M	21.50	43.00
T2-AA6IF-IF	2	TASK FORCE ADAPTER 1.5" NPSHM X 1.5" NPSHM	18.50	37.00
T2-AA7IF-IF	2	TASK FORCE 1.5" NPSH F X 1.5" NPSH F ADAPTER	24.50	49.00
T2-AA7HNT-NR	1	TASK FORCE 4.5" F SWIVEL NH X 5" F SWIVEL NH	195.00	195.00
T2-AA7HNR-NR	1	TASK FORCE 4.5" NST F X 4.5" NST F SWIVEL ADAPTER	155.00	155.00
MISC	1	TASK FORCE TIPS 4" STORZ X 2.5" NH MALE ELBOW P/N AH2SP-NJ	120.00	120.00
P11-1040-4	2	PAC STORZLOK, 4"	42.00	84.00
P11-1042-1	4	PERF.ADVANTAGE 1 1/2" ADAPTER MOUNT	40.00	160.00
P11-1042-D	2	PERF.ADVANTAGE DUAL ADAPTER MOUNT	45.00	90.00
C30-03-837SW	1	CORTINA 18" STOP SLOW PADDLES	75.00	75.00
H1-HHBV-40-25NH	1	HARRINGTON HYDRANT GATE	495.00	495.00
K5-MM4501	2	KOCHEK 4.5" MALE MOUNTING PLATE	89.00	178.00
T2-ME2-BLITZ	2	TASK FORCE METRO 2 PLAYPIPE, 2.5" NH	895.00	1,790.00
COSTSHIP	1	SPECIFY GPM AND PRESSURE SHIPPING AND HANDLING INCLUDED IN PRICE	0.00	0.00
			Total	\$9,751.00

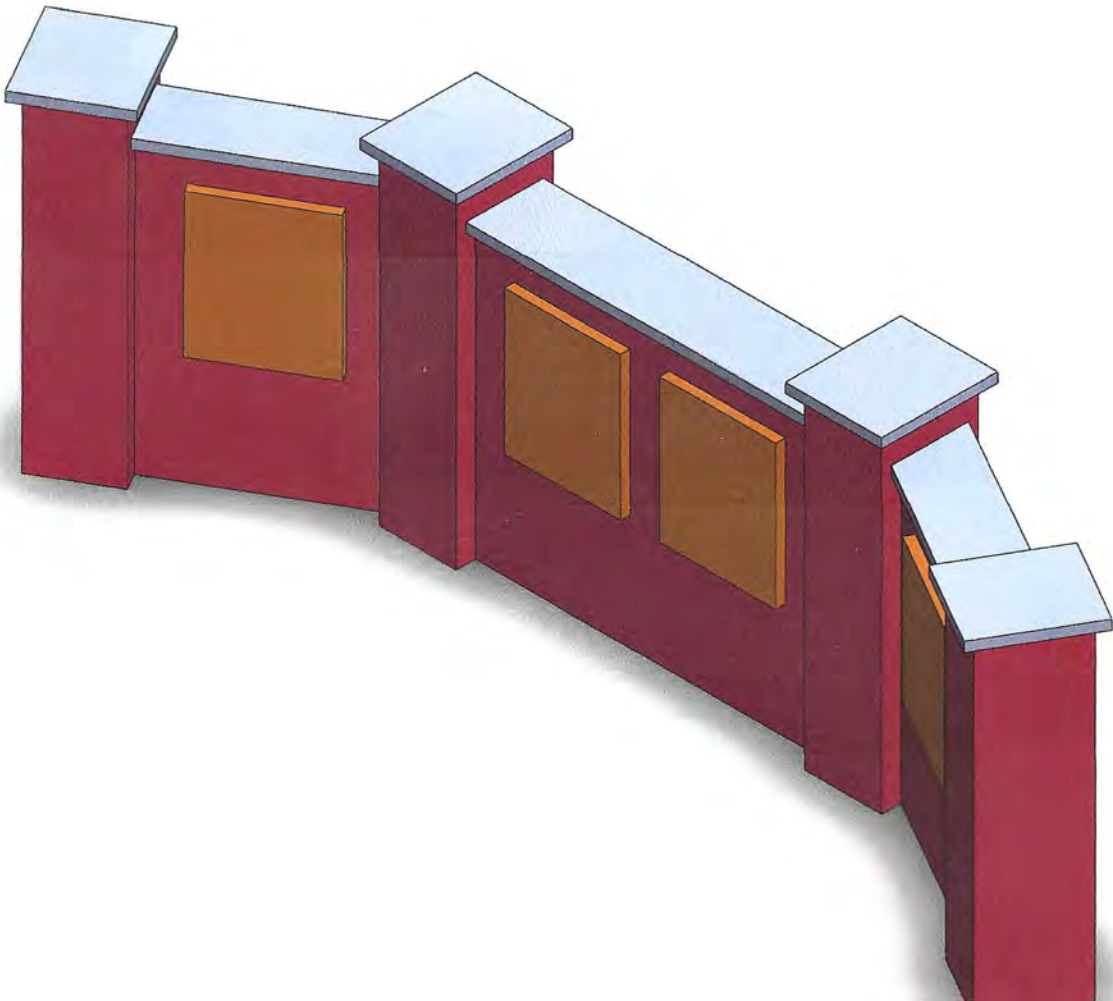
Memo

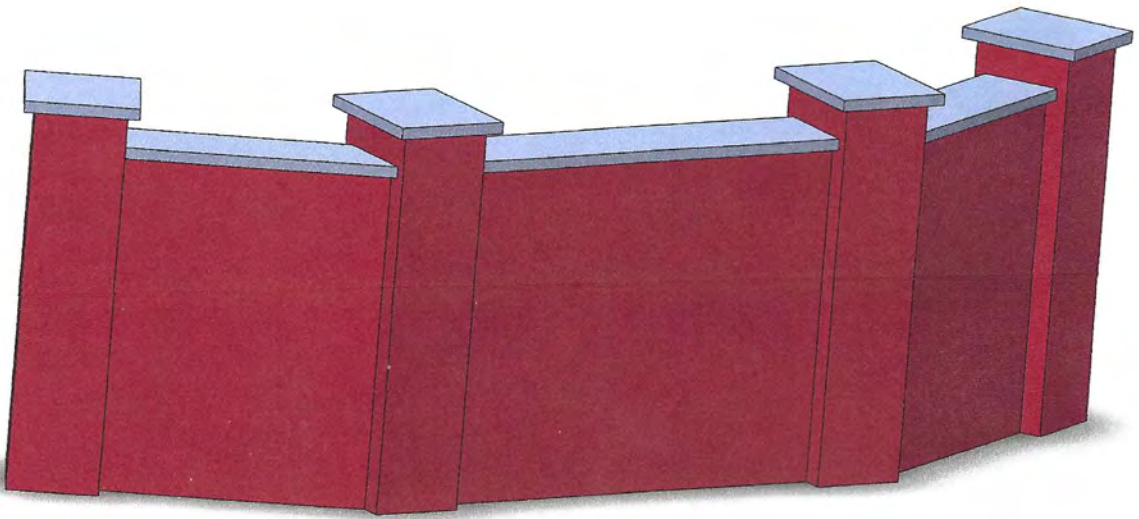
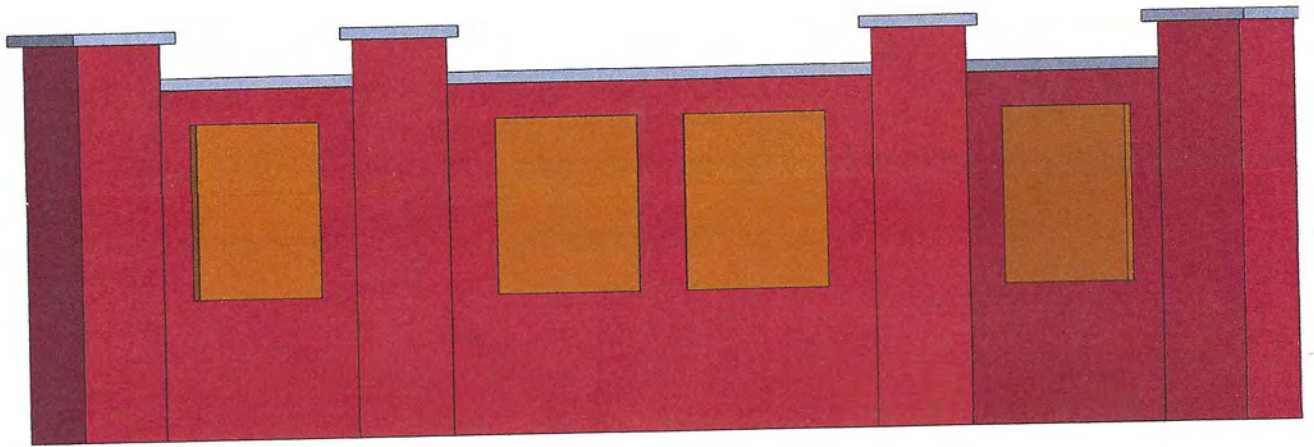
To: Board of Selectpersons
From: Anthony Wilson, Town Manager
Date: May 4, 2021
Re: Veterans memorial update

Gary Mahler wants to update you on plans to improve the veterans memorial in the village. Attached are drawings Mr. Mahler provided.

He also plans on seeking approval to open the time capsule on the back of the memorial on the Fourth of July.

- > based on what we discussed Thursday (1/14/2021), the completion of the sign project will cost \$6,000.
- >
- > This includes:
- >
- > Light restoration of the existing sign.
- > Two footings on either side of the existing sign.
- > Two piers with the related walls in between them and the existing sign.
- > New top on the existing sign that ties into the new work.
- > Relocation of lights and the related conduits and wiring.
- >
- > Wold you like the piers to go higher than the walls in between the piers?
- >
- > Any other ideas?
- >
- > Thank you
- >
- > William Ellis







HONOR ROLL
WORLD WAR I
[List of names and dates]

WORLD WAR II
[List of names and dates]

WOMAN VETERANS
[List of names and dates]

VIETNAM VETERANS
[List of names and dates]

PHYSICAL
THERAPY

47



**HONOR ROLL
WORLD WAR I**

WORLD WAR II

MEMORIAL TO THE
GREAT SERVICE OF THE
UNITED STATES
ARMY
AND
NAVY
DURING
THE
WORLD
WAR

**HONOR ROLL
WORLD WAR II VETERANS CONTINUED.**

KOREAN VETERANS

VIETNAM VETERANS

**"MY COUNTRY CALLS. I ANSWERED
WITH THE BEST THERE WAS, AND
THE BEST THERE IS"**



TIME CAPSULE
DEDICATED JULY 4, 1987
TO BE OPENED
JULY 4, 2000

Memo

To: Board of Selectpersons
From: Anthony Wilson, Town Manager
Date: May 4, 2021
Re: Net energy billing program

The Selectboard previously expressed interest in a solar net energy billing program, but only if we could find a vendor willing to give the Town a three-year contract. Titan Energy is agreeable to a three-year term; additionally, Titan offers a 90-day out-clause, which provides an added measure of security. Materials from Titan are attached. Representatives from the company will be present to make a presentation and respond to your questions.

As a reminder, there would be no cost to the Town. We would be purchasing credits that would then be applied to the Town's electric bills. The savings would amount to 15% – equivalent to about \$3,300 annually.

As the attached article notes, the savings a net energy billing program offers may not be around much longer. Pending state legislation could either place a moratorium on the program or end it because of a concern that the program does not directly benefit consumers.

If the Board wishes to move forward with Titan's NEB proposals, we would want the Town's attorney to review the contract before you consider approving it. A representative with Messalonskee Hydro, which recently executed an NEB agreement with RSU 18, stressed the need for a legal review, given these contracts' complexity.

Lawmakers, including some Democrats, worry Maine's solar policies too generous

pressherald.com/2021/03/11/lawmakers-including-some-democrats-worry-maines-solar-policies-too-generous/

By Tux Turkel

March 11, 2021

Rep. Seth Berry, D-Bowdoinham, has lost count of the number of emails he has received recently with the subject line: "Please stop attacks against solar."

Portland Press Herald

"My inbox is full," Berry, who co-chairs the legislative committee that handles energy and utility matters, said this week.

Berry and other committee members are hearing from residents who are worried about the future of solar energy policy in Maine. The digital deluge is part of an organized campaign to oppose three Republican-sponsored bills that would roll back or dilute recent laws that are fueling a statewide explosion of solar installations. The bills are set for an online public hearing Tuesday.

Solar power is a cornerstone of Maine's renewable energy surge. It's critical to the Mills' administration's multifaceted climate action plan.

Related

[Mills unveils 4-year climate action plan, makes plea for urgent action](#)

But even some staunch supporters, such as Berry, agree that it's time to review the costs and benefits of the state's solar policies, as one response to a report last fall that found they would lead to higher bills for electricity ratepayers. He is introducing a resolve that would place a short moratorium on the financial incentives program, called net energy billing, that supports smaller-scale projects until a group of stakeholders can examine the details.

His measure excludes projects that began seeking approvals before Jan. 1. That's crucial, according to Jeremy Payne, executive director of the Maine Renewable Energy Association. His group represents companies that are putting hundreds of millions of dollars into clean-energy development and are planning further investments. They'll be watching the Legislature closely for any signs that Maine may change its welcoming stance.

"If we change the rules in the middle of the game, it will be very damaging at the wrong moment," Payne said. "If we send the wrong signal, they will leave."

FROM FAMINE TO FEAST

Memories linger, Payne said, over how former Gov. Paul LePage's opposition to subsidies for a demonstration, floating offshore wind project led the Norwegian company formerly known as Statoil to drop its plan for Maine and build a \$120 million wind farm off the coast of Scotland in 2015.

But the financial incentives that have put Maine on the radar of clean-energy developers across the globe aren't being shared equitably with electricity customers, in the view of Sen. Trey Stewart, R-Presque Isle. He's introducing measures that would eliminate the net energy billing program and cap the value of certain clean-energy contracts. Stewart said he doesn't want to kill the solar industry, just make the benefits more fair.

"These solar developers from across the world aren't coming to Maine because of the lobster," he said. "They are coming because of the overgenerous policies enacted in the last Legislature."

This unprecedented activity is being spurred by policies and laws enacted since 2019, aimed at encouraging a rapid shift away from oil and gas to renewable electric power for running cars and heating buildings. The state's new Climate Action Plan, a blueprint for how to electrify Maine's economy and prepare for a changing climate, strongly encourages solar development.

Another law aimed at upgrading the state's renewable portfolio standard, which requires electricity suppliers to get an increasing percentage of power from "green" generators, attracted several utility-scale solar projects last year. They signed contracts for consumer-friendly rates with the Maine Public Utilities Commission. A second round of bids is currently in motion.

Related

Under pressure, CMP says it can do faster, cheaper solar hookups

So many solar projects are pending that it has taxed the ability of Central Maine Power to connect them all. The PUC has opened an investigation into the root cause.

POLICY TOO GENEROUS?

Those events represent a 180-degree change in direction from policies embraced during the LePage years, which sought to undermine solar.

But the solar boom hasn't come without concerns.

Last fall, the PUC presented a report to Berry's committee that found the current net energy billing program would lead to a "substantial increase in electric rates" for customers. That would have a negative impact on state goals to shift heating from oil to efficient electric units, the PUC said.

The report found, for instance, that the compensation developers were getting under net energy billing for smaller, so-called distributed generation projects was many times higher than large-scale projects – 15 cents per kilowatt hour, compared with 3.5 cents.

That report has come under fire from solar advocates. They say it was superficial and assumed that every project that has expressed some interest would be built. At the upcoming hearing, representatives of community solar companies are expected to cite research from a fresh study by a consultant that shows a more favorable value for customers.

Taken together, those different takes on solar will inform discussion over issues such as:

- Should there be some sort of cap, perhaps in megawatt capacity, on ratepayer exposure to increased costs from power contracts?
- Should there be incentives to site solar in locations where it's most advantageous, such as old landfills or where it strengthens the local distribution system?
- Should there be incentives to pair solar projects with battery storage, which would increase the capacity and value of intermittent energy?

OPPOSITION BILLS

But preceding any such decisions will be an initial round of political wrangling.

A couple of the bills being presented by Republicans are extreme. They're unlikely to gain any traction with a Legislature and administration dominated by solar-supporting Democrats.

L.D. 583, presented by Rep. Jeffrey Hanley, R-Pittsford, would essentially repeal the current solar law. L.D. 249, offered by Stewart, would roll back the current net energy billing law. Stewart also has a bill, L.D. 634, to cap the value of contracts under the renewable portfolio standard.

But just the threat of those bills was enough to rally the Natural Resources Council of Maine, a strong solar advocate. It sent out an action alert to its 25,000 supporters, with form letters they could send to energy committee members to voice their concerns. That's what is flooding Berry's inbox.

"We just think the three bills are a direct attack on clean energy and solar in Maine," said David Costello, the group's climate and clean-energy director.

Stewart said he recognizes that an absolute repeal of solar programs is a nonstarter. But the pendulum has swung too far since the LePage days, he said, and Maine needs to find a balance. At the least, his bills will help frame a conversation.

"I don't have an issue with some solar," he said. "I just don't want low-income and elderly folks to pay for the investments of out-of-state companies."

HEARING TUESDAY

Berry said his bill, L.D. 709, which asks the Governor’s Energy Office to set up a stakeholder group to look at net energy billing issues around projects in the 2- to 5-megawatt range, could help optimize the existing law.

Berry also noted that many residents who can’t afford rooftop solar, or don’t have a proper home orientation, are now able to sign up for the wave of community solar projects enabled by the solar laws. Those projects save money on electric bills, while creating jobs and investment across the state.

“We don’t need to throw out the baby with the bathwater,” he said.

Whatever happens Tuesday, it will be just the start of a process to refine Maine’s solar laws, said Sen. Mark Lawrence, D-York.

Lawrence, who co-chairs the energy committee with Berry, wants the state to encourage a mix of smaller, distributed generation projects; large, utility-scale solar farms and strategic battery storage to make the most of the generation. Tuesday’s public hearing will mark a first step.

“We do need some tweaks, we do need some changes,” Lawrence said. “The issue for the committee is to assess what’s going on and how to keep on a path to grow solar in Maine.”

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Vendor Selection for The Town of Belgrade, Maine



NEB Credit Agreements: Cost Savings

- Annual Energy Spend of ~\$30,000.00 (streetlights included)
- In this example, your cost per credit is assigned based on a 15% discount to the credit value, multiplied by the solar production

NEB VALUE – NEB COST = SAVINGS

Year-1 Example

Year	Annual Credit Value (\$)	Annual Cost of Credits (\$)	Projects Annual Savings (\$)
1	\$ 30,000.00	\$ 25,500.00	\$ 4,500.00

Key Statistics



- 15% guaranteed discount – never pay more than your credit is worth
- 90-day cancellation policy, so if you are dissatisfied or find a better deal, you can leave the agreement at any time
- ConEdison Solutions is a subsidiary of a national electric utility and is a stable partner for the Town of Belgrade



Secure Financial Benefit



~\$90,000.00
Lifetime Value



+12,000 Metric
Tons of CO2
avoided

Net Energy Billing Agreements: How Do They Work?

- Net Energy Billing (NEB) agreements enable large institutions, non-profit organizations and municipalities to benefit from cost reduction normally associated with solar energy creation without the burden of installing panels on your property.
- A remotely located solar array within your property's load zone generates electricity that is fed directly to the grid, and the credit for the energy production is allocated directly to your utility bill.
- Each credit is valued at the prevailing retail rate of electricity multiplied by the number of kilowatt-hours produced each month by the array.
- The cost of each credit is clearly defined within a Power Purchase Agreement (PPA) between the array owner and the credit recipient. **There is zero out-of-pocket cost for your business to participate in this program.**
- The difference between the credit value and the credit cost equals your monthly savings.

Rooftop vs. "Virtual" Solar	Rooftop	Virtual
Requires physical installation of equipment on your roof or ground	Y	N
Requires the attention of your facility staff during construction	Y	N
Requires periodic maintenance performed by third party	Y	N
Potential adverse impact on commodity purchasing strategy	Y	N
Offers significant dollar-savings with no out-of-pocket cost	Y	Y
Helps support clean energy project development in Maine	Y	Y
Helps meet corporate climate commitments	Y	Y

Why Choose Titan?

- Trusted energy procurement consultant with 20+ year history
- Vendor neutrality means your solar options are broad and diverse
- Unlike a solar developer, Titan represents your interests in the marketplace to ensure you receive the best solar contract on the best terms
- Extensive renewable energy project development, finance and consulting background
- Local Maine presence, local market expertise

Memo

To: Board of Selectpersons
From: Anthony Wilson, Town Manager
Date: May 4, 2021
Re: PSAP contract

The current two-year contract with Somerset County for Public Safety Answering Point (PSAP) expires June 30. A proposed two-year agreement extending from July 1 through June 30, 2023, is attached. It calls for a fee of \$2.35 per capita (3,189), as of the 2010 census, the first year; that equates to \$7,494.15. The second-year fee will be \$2.48 per capita; that equates to \$7,908.72.

PSAP call-takers field 9-1-1 calls from Belgrade citizens and, depending upon the need, route them to the Waterville Police Department Dispatch to dispatch Belgrade Fire & Rescue and Delta Ambulance, or to the Central Maine Regional Communications Center to dispatch law enforcement (either the State Police or the Kennebec County Sheriff's Office).



SOMERSET COUNTY COMMUNICATIONS CENTER

8 County Drive
Skowhegan, Maine 04976

Phone: 207-474-6386
Fax: 207-474-0879
www.SomersetCounty-ME.org

Michael T. Smith – Director
Email: msmith@somersetcounty-me.org

Tammy K. Barker – Deputy Director
Email: tbarker@somersetcounty-me.org

March 12, 2021

To: Town of Belgrade
Fr: Michael Smith
Re: PSAP Contract – FY22 and FY23

Good Morning,

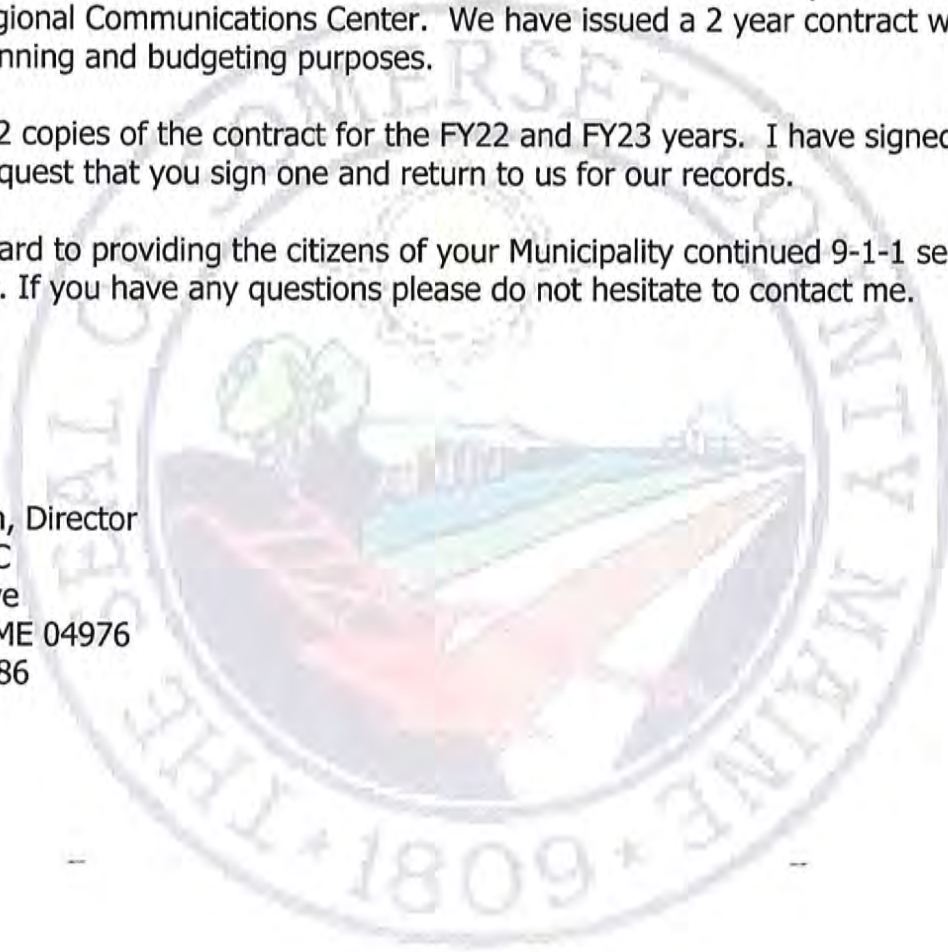
Enclosed you will find the renewal contract for PSAP services between your Municipality and Somerset Regional Communications Center. We have issued a 2 year contract which makes it easier for planning and budgeting purposes.

You will find 2 copies of the contract for the FY22 and FY23 years. I have signed both copies and would request that you sign one and return to us for our records.

We look forward to providing the citizens of your Municipality continued 9-1-1 services for the coming years. If you have any questions please do not hesitate to contact me.

Respectfully,

Michael Smith, Director
Somerset RCC
8 County Drive
Skowhegan, ME 04976
(207) 474-6386



Somerset County Commissioners:

Commissioner District #1
Robert Sezak

Commissioner District #2
Cyprien Johnson

Commissioner District #3
Dean Cray

Commissioner District #4
Newell Graf, Chair

Commissioner District #5
Lloyd Trafton

STATE OF MAINE



Administration Office

Dawn DiBlasi, County Administrator
41 Court Street
Skowhegan, Maine 04976
Telephone: (207)474-9861
Fax: (207)474-7405

Email: ddibiasi@somersetcounty-ME.org

PSAP Call Handling Agreement

Somerset County PSAP to Waterville Police Department and/or Central Maine Regional Communication Center for the Town of Belgrade

This agreement made this ____ day of _____, 2021, by and between the Somerset County Commissioners, hereinafter referred to as "Owner" and the Town of Belgrade, hereinafter referred to as the "Town," and collectively known as the "Parties", for the purposes of PSAP call handling services.

WHEREAS, the installation of the Enhanced 9-1-1 telephone system will provide one common number to call to receive public safety assistance and is intended to assure the caller that his/her request for assistance will be answered and that the appropriate agency will be notified as a result of dialing 9-1-1; and

WHEREAS, the parties desire to formalize an arrangement whereby 9-1-1 calls are properly routed; and

WHEREAS, the parties desire to set forth in writing the terms and conditions of said arrangements for call handling;

NOW THEREFORE, the parties agree as follows:

1. It is the purpose of this agreement to establish call-handling procedures for 9-1-1 calls taken at the PSAP that must be transferred to the Town of Belgrade's Dispatch-Only-Agency, hereinafter known as the Waterville Police Department Dispatch (WPD) and/or Central Maine Regional Communication Center (CMRCC), to assure that proper assistance will be rendered to a 9-1-1 caller.
2. Definitions:
PSAP – Public Safety Answering Point as defined by the Emergency Services Communications Bureau.

Dispatch-Only-Agency – An entity, either public or private, which is duly authorized to dispatch emergency services within a designated area.

Relayed Transfer Method – A process by whereby the telephone answerer receives the call takes the information from the caller and thereafter transfers essential information to the proper emergency responder. In this procedure, the caller does not speak to the emergency responder.

3. The services provided as a result of this agreement are considered services to the general public and this agreement shall not be construed to create an employer-employee, principal-agent or co-partnership relationship between the parties.
4. The cost of operating the PSAP, WPD, and CMRCC shall remain the responsibilities of the respective agencies.
5. This agreement applies to Enhanced 9-1-1 telephone calls that are answered by the PSAP and need to be rerouted to the WPD and/or CMRCC.
6. TTY calls must be handled using the Relayed Transfer Method. In the event that the address of the location where the emergency services are required cannot be clearly identified, the PSAP receiving the call shall attempt to keep the 9-1-1 callers on the line until the WPD or CMRCC has identified the caller's location.
7. **Relationship Between the Parties:**
In consideration of the mutual services provided herein, both parties agree that nothing contained herein is intended to be or should be construed in any manner as creating or establishing the relationship of co-partners between the parties hereto or as constituting an agency relationship in any manner whatsoever. The individual parties are and shall remain independent entities with respect to all services performed under this agreement. Each party represents that it has, or will secure all its expenses, all personnel required in performing its service obligation under this agreement and that the acts of its employees performing the service under this agreement shall be the acts of the employees of that entity alone. Each entity agrees that in the performance of this mutual service, its employees shall not require nor be entitled to any compensation, rights or benefits of any kind whatsoever from the other entity to this agreement, including, but not limited to, tenure rights, medical and hospital care, sick and vacation leave, disability, Worker's Compensation, Unemployment Compensation, or severance pay.
8. **Agreement of the Parties:**
Both parties entering into this agreement acknowledge that any modifications to this agreement must be by mutual consent, in writing, and will be treated as an amendment to this agreement.

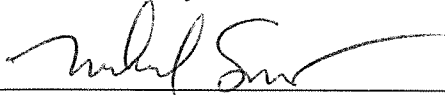
9. Either party hereto may withdraw from this contract. Withdrawal shall be effective Thirty (30) days after receipt of written notice of withdrawal has been received, by certified mail, return receipt requested, by the withdrawing party to the other party of this agreement. If withdrawal is requested before the expiration of the current year's contract, the per capita payment will not be refunded to the withdrawing agency.

10. Effective July 1, 2021 the County will bill the Town \$2.35 per capita for the period covering the fiscal year from July 1, 2021 through June 30, 2022. Effective July 1, 2022 the County will bill the Town \$2.48 per capita for the period covering July 1, 2022 through June 30, 2023. The surcharge will be based on the 2010 U.S. Census figures which listed the Town of Belgrade with a population of 3189.

11. This agreement will be renewed upon acceptable negotiations by each agency 30 days prior to expiration.

IN WITNESS WHEREOF, the parties hereto have signed this Agreement on the _____ day of _____, 2021.

Somerset County:



Michael Smith, RCC Director

Town of Belgrade:

Belgrade Town Manager

A / P Warrant

Warrant 49

Jrnl	Check	Month	Invoice Description	Reference	Amount	Encumbrance
Description	Account	Proj				
00289 AUGUSTA FUEL CORP.						
0219	21190	05	TS OFF ROAD DIESEL	5894069		
TS OFF ROAD DIESEL	E 15-05-30-02				89.98	0.00
	SOLID WASTE / WASTE - SUPPLIES / FUEL					
			Invoice Total-		89.98	
0219	21190	05	TS OFF ROAD DIESEL	5894068		
TS OFF ROAD DIESEL	E 15-05-30-02				218.88	0.00
	SOLID WASTE / WASTE - SUPPLIES / FUEL					
			Invoice Total-		218.88	
0219	21190	05	MAINT GARAGE HEATING	5894389		
MAINT GARAGE HEATING	E 13-14-20-05				76.79	0.00
	FACILITIES / TOWN OFFICE - SERVICES / HEATING					
			Invoice Total-		76.79	
0219	21190	05	10 DALTON HEATING	5895396		
10 DALTON HEATING	E 13-11-20-05				18.73	0.00
	FACILITIES / DALTON - SERVICES / HEATING					
			Invoice Total-		18.73	
0219	21190	05	10 DALTON HEATING	5895003		
10 DALTON HEATING	E 13-11-20-05				420.81	0.00
	FACILITIES / DALTON - SERVICES / HEATING					
			Invoice Total-		420.81	
			Vendor Total-		825.19	
00338 B.D.S WASTE DISPOSAL INC						
0219	21191	05	CAR TIRES PICKUP	8707		
CAR TIRES PICKUP	E 15-05-20-13				342.00	0.00
	SOLID WASTE / WASTE - SERVICES / DISPOSAL					
			Vendor Total-		342.00	
00271 BERNSTEIN, SHUR, SAWYER & NELSON						
0219	21192	05	APPEAL JONES PERMIT	3662426		
APPEAL JONES PERMIT	E 01-10-15-02				2,811.50	0.00
	GEN'L GOV. / ADMIN - PROFESSIONAL / LEGAL					
			Invoice Total-		2,811.50	
0219	21192	05	GENERAL LEGAL	3663586		
GENERAL LEGAL	E 01-10-15-02				289.00	0.00
	GEN'L GOV. / ADMIN - PROFESSIONAL / LEGAL					
			Invoice Total-		289.00	
			Vendor Total-		3,100.50	
00707 BOULET'S TRUCK SERVICE						
0219	21193	05	FIRE TRUCK REPAIRS	108573		
FIRE TRUCK REPAIRS	E 05-05-35-04				654.08	0.00
	PUBLIC SAFTY / FD/ RSC DEPT - REPAIRS / FIRE TRUCKS					
			Vendor Total-		654.08	
00092 CENTRAL MAINE MOTORS						
0219	21194	05	RAM 5500 RAPAIRS	157290		
RAM 5500 RAPAIRS	E 05-05-35-04				784.13	0.00
	PUBLIC SAFTY / FD/ RSC DEPT - REPAIRS / FIRE TRUCKS					
			Vendor Total-		784.13	
00020 CENTRAL MAINE POWER						
0219	21196	05	WINGS MILLS DAM ELECTRIC	716001052258		
WINGS MILLS DAM ELECTRIC	E 34-01-99-99				17.11	0.00
	DAMS / DAMS - EXPENSE / EXPENSE					
			Invoice Total-		17.11	

A / P Warrant

Warrant 49

Jrnl	Check	Month	Invoice Description	Reference		
Description			Account	Proj	Amount	Encumbrance
0219	21196	05	MAIN ST DAM ELECTRICITY		713001066367	
MAIN ST DAM ELECTRICITY			E 34-01-99-99		20.75	0.00
			DAMS / DAMS - EXPENSE / EXPENSE			
			Invoice Total-		20.75	
0219	21196	05	NBCC ELECTRICITY		702001116381	
NBCC ELECTRICITY			E 13-03-20-04		105.62	0.00
			FACILITIES / NBCC - SERVICES / ELECTRICITY			
			Invoice Total-		105.62	
0219	21196	05	NBFD ELECTRICITY		702001116380	
NBFD ELECTRICITY			E 13-08-20-04		50.45	0.00
			FACILITIES / FD:NB - SERVICES / ELECTRICITY			
			Invoice Total-		50.45	
0219	21196	05	10 DALTON ELECTRICITY		702001117076	
10 DALTON ELECTRICITY			E 13-11-20-04		70.23	0.00
			FACILITIES / DALTON - SERVICES / ELECTRICITY			
			Invoice Total-		70.23	
0219	21196	05	8 DALTON ELECTRICITY		722000989503	
8 DALTON ELECTRICITY			E 13-11-20-04		38.01	0.00
			FACILITIES / DALTON - SERVICES / ELECTRICITY			
			Invoice Total-		38.01	
0219	21196	05	18 DALTON ELECTRICITY		722000989772	
18 DALTON ELECTRICITY			E 13-11-20-04		16.31	0.00
			FACILITIES / DALTON - SERVICES / ELECTRICITY			
			Invoice Total-		16.31	
0219	21196	05	CFAS OUTBUILDING ELECTRIC		719001029973	
CFAS OUTBUILDING ELECTRIC			E 13-02-20-04		16.31	0.00
			FACILITIES / CFAS - SERVICES / ELECTRICITY			
			Invoice Total-		16.31	
0219	21196	05	CFAS ELECTRICITY		709001080956	
CFAS ELECTRICITY			E 13-02-20-04		295.53	0.00
			FACILITIES / CFAS - SERVICES / ELECTRICITY			
			Invoice Total-		295.53	
0219	21196	05	MAINT GARAGE ELECTRICITY		722000993352	
MAINT GARAGE ELECTRICITY			E 13-04-20-04		43.46	0.00
			FACILITIES / GARAGE - SERVICES / ELECTRICITY			
			Invoice Total-		43.46	
0219	21196	05	SALT&SAND SHED ELECTRIC		718001037041	
SALT&SAND SHED ELECTRIC			E 13-05-20-04		36.23	0.00
			FACILITIES / SALT & SAND - SERVICES / ELECTRICITY			
			Invoice Total-		36.23	
0219	21196	05	DEPOT FD ELECTRICITY		712001075886	
DEPOT FD ELECTRICITY			E 13-07-20-04		48.53	0.00
			FACILITIES / FD:DEPOT - SERVICES / ELECTRICITY			
			Invoice Total-		48.53	
0219	21196	05	OLD TOWN HOUSE ELECTRIC		717001051131	
OLD TOWN HOUSE ELECTRIC			E 13-13-20-04		18.08	0.00
			FACILITIES / HISTRY HOUSE - SERVICES / ELECTRICITY			
			Invoice Total-		18.08	
0219	21196	05	TOWN OFFICE ELECTRICITY		715001061504	
TOWN OFFICE ELECTRICITY			E 13-14-20-04		319.25	0.00
			FACILITIES / TOWN OFFICE - SERVICES / ELECTRICITY			
			Invoice Total-		319.25	
0219	21196	05	LAKES FD ELECTRICITY		714001065912	
LAKES FD ELECTRICITY			E 13-06-20-04		132.01	0.00

A / P Warrant

Warrant 49

Jrnl Description	Check	Month	Invoice Description Account	Proj	Reference Amount	Encumbrance
FACILITIES / FD:LAKES - SERVICES / ELECTRICITY						
Invoice Total-					132.01	
0219	21196	05	TS ELECTRICITY		717001053263	
TS ELECTRICITY			E 13-09-20-04		400.19	0.00
FACILITIES / TRANSFER STA - SERVICES / ELECTRICITY						
Invoice Total-					400.19	
Vendor Total-					1,628.07	
00008 FULLER, GARY R.						
0219	21197	05	MILEAGE REIMBURSEMENT 88		4/13-4/16/2021	
MILEAGE REIMBURSEMENT 88			E 01-20-20-02		38.72	0.00
GEN'L GOV. / CODE ENFORCE - SERVICES / TRANSPORTATI						
Invoice Total-					38.72	
0219	21197	05	MILEAGE REIMBURSEMENT 89		4/19-4/23/2021	
MILEAGE REIMBURSEMENT 89			E 01-20-20-02		39.16	0.00
GEN'L GOV. / CODE ENFORCE - SERVICES / TRANSPORTATI						
Invoice Total-					39.16	
Vendor Total-					77.88	
00434 GROUP DYNAMIC, INC.						
0219	21198	05	MONTHLY HRA		L2105-016000064	
MONTHLY HRA			E 23-10-99-99		32.00	0.00
INSURANCE / HRA ADMIN - EXPENSE / EXPENSE						
Vendor Total-					32.00	
00009 HAMMOND LUMBER COMPANY						
0219	21199	05	FOAM FOR SWIM MARKS		4243580	
FOAM FOR SWIM MARKS			E 13-10-35-15		27.97	0.00
FACILITIES / PARKS - REPAIRS / POOL						
Invoice Total-					27.97	
0219	21199	05	NEW ROOF OVER BACK DOOR		4243548	
NEW ROOF OVER BACK DOOR			E 13-14-35-08		736.12	0.00
FACILITIES / TOWN OFFICE - REPAIRS / BUILDING						
Invoice Total-					736.12	
0219	21199	05	ROOF FOR TOWN OFFICE		4293062	
ROOF FOR TOWN OFFICE			E 13-14-35-08		70.78	0.00
FACILITIES / TOWN OFFICE - REPAIRS / BUILDING						
Invoice Total-					70.78	
Vendor Total-					834.87	
00285 HUB INTERNATIONAL NEW ENGLAND						
0219	21200	05	VOLUNTEER FF INSURANCE		4/21/21-4/22/22	
VOLUNTEER FF INSURANCE			E 23-30-99-99		1,326.00	0.00
INSURANCE / VOLUNTEER FD - EXPENSE / EXPENSE						
Vendor Total-					1,326.00	
00189 KENNEBEC VALLEY COUNCIL OF						
0219	21201	05	ANNUAL MEMBERSHIP FEE		30022	
ANNUAL MEMBERSHIP FEE			E 01-10-14-02		7,589.00	0.00
GEN'L GOV. / ADMIN - MEMBERSHIP / KVCOG						
Vendor Total-					7,589.00	
00001 MAINE MUNICIPAL						
0219	21202	05	BENEFITS			
DENTAL INSURANCE			G 1-226-00		788.24	0.00
GEN'L FUND / DENTAL INS						
LIFE INSURANCE			G 1-229-00		281.88	0.00
GEN'L FUND / LIFE INS						
VISION INSURANCE			G 1-231-00		76.45	0.00

Warrant 49

Jrnl	Check	Month	Invoice Description	Reference	Amount	Encumbrance
Description			Account	Proj		
			GEN'L FUND / VISION INS			
HEALTH INSURANCE:ADMIN			E 01-10-10-13		252.24	0.00
			GEN'L GOV. / ADMIN - PERSONNEL / BENEFITS			
HEALTH INSURANCE:FACILITY			E 13-01-10-13		168.16	0.00
			FACILITIES / GENERAL - PERSONNEL / BENEFITS			
HEALTH INSURANCE			G 1-225-00		7,567.20	0.00
			GEN'L FUND / HEALTH INS.			
HEALTH INSURANCE:REC			E 25-30-10-13		84.08	0.00
			RECREATION / REC PROGRAMS - PERSONNEL / BENEFITS			
HEALTH INSURANCE:FD			E 05-05-10-13		699.31	0.00
			PUBLIC SAFTY / FD/ RSC DEPT - PERSONNEL / BENEFITS			
HEALTH INSURANCE:MANAGER			E 01-15-10-13		1,129.33	0.00
			GEN'L GOV. / MANAGER - PERSONNEL / BENEFITS			
HEALTH INSURANCE:LIBRARY			E 30-01-10-13		615.23	0.00
			LIBRARY / LIBRARY - PERSONNEL / BENEFITS			
			Vendor Total-		11,662.12	
00002 MAINE MUNICIPAL ASSOCIATION						
0219	21203	05	PB WEBINAR	10000405910		
			E 01-25-13-01		45.00	0.00
			GEN'L GOV. / PLANNING BRD - EDUCATION / EDUCATION			
			Vendor Total-		45.00	
00397 NORTHEAST LABORATORY SERVICES						
0219	21204	05	8 DALTON URANIUM TEST	W35170		
			E 13-11-20-08		30.00	0.00
			FACILITIES / DALTON - SERVICES / WATER QUALTY			
			Invoice Total-		30.00	
0219	21204	05	10 DALTON URANIUM TEST	W35160		
			E 13-11-20-08		30.00	0.00
			FACILITIES / DALTON - SERVICES / WATER QUALTY			
			Invoice Total-		30.00	
			Vendor Total-		60.00	
00182 PIKE INDUSTRIES, INC.						
0219	21205	05	CRUSHED STONE	1123432		
			E 10-01-30-04		467.50	0.00
			PUBLIC WORKS / ROADS-GM - SUPPLIES / OPERATING			
			Invoice Total-		467.50	
0219	21205	05	CRUSHED STONE	1124184		
			E 10-01-30-04		241.34	0.00
			PUBLIC WORKS / ROADS-GM - SUPPLIES / OPERATING			
			Invoice Total-		241.34	
			Vendor Total-		708.84	
00040 POWER EQUIPMENT PLUS						
0219	21206	05	EQUIPMENT FOR SHOP	1163		
			E 13-01-40-04		137.98	0.00
			FACILITIES / GENERAL - PURCHASES / EQUIPMENT			
			Invoice Total-		137.98	
0219	21206	05	TRIMMER LINE FOR CEMETERY	1218		
			E 12-01-30-04		71.98	0.00
			CEMETERY / CEMETERY - SUPPLIES / OPERATING			
			Invoice Total-		71.98	
0219	21206	05	LAWN/LEAF VAC	1505		
			E 12-01-40-04		1,000.00	0.00
			CEMETERY / CEMETERY - PURCHASES / EQUIPMENT			
			E 13-01-30-04		499.00	0.00
			FACILITIES / GENERAL - SUPPLIES / OPERATING			

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Jrn1	Check	Month	Invoice Description	Reference	Amount	Encumbrance
Description	Account	Proj				
				Invoice Total-	1,499.00	
				Vendor Total-	1,708.96	
00003 REGISTRY OF DEEDS						
0219	21207	05	4 LIEN DISCHARGES	5/5/2021		
4 LIEN DISCHARGES	E 01-10-47-01				76.00	0.00
	GEN'L GOV. / ADMIN - FEES / DISCHARGE					
				Invoice Total-	76.00	
0219	21207	05	1 LIEN DISCHARGE			
1 LIEN DISCHARGE	E 01-10-47-01				19.00	0.00
	GEN'L GOV. / ADMIN - FEES / DISCHARGE					
				Invoice Total-	19.00	
				Vendor Total-	95.00	
00034 RSU # 18						
0219	21208	05	INSTALLMENT-	MAY 2021		
RSU # 18 INSTALLMENT	E 31-01-99-99				547,833.25	0.00
	SCHOOL / RSU 18 - EXPENSE / EXPENSE					
				Vendor Total-	547,833.25	
00612 SPECTRUM ENTERPRISE						
0219	21209	05	APRIL BILL	95605501041321		
CFAS	E 25-30-20-01				169.98	0.00
	RECREATION / REC PROGRAMS - SERVICES / COMMUNICATIO					
DEPOT FD	E 05-05-20-01				49.99	0.00
	PUBLIC SAFTY / FD/ RSC DEPT - SERVICES / COMMUNICATIO					
LIBRARY	E 30-01-20-01				88.42	0.00
	LIBRARY / LIBRARY - SERVICES / COMMUNICATIO					
TOWN OFFICE	E 01-10-20-01				109.64	0.00
	GEN'L GOV. / ADMIN - SERVICES / COMMUNICATIO					
TRANSFER STATION	E 15-05-20-01				119.98	0.00
	SOLID WASTE / WASTE - SERVICES / COMMUNICATIO					
LAKES FD	E 05-05-20-01				176.97	0.00
	PUBLIC SAFTY / FD/ RSC DEPT - SERVICES / COMMUNICATIO					
				Vendor Total-	714.98	
00130 STAPLES CREDIT PLAN						
0219	21210	05	LAMINATING MATERIALS	2816841281		
LAMINATING MATERIALS	E 01-10-30-03				110.09	0.00
	GEN'L GOV. / ADMIN - SUPPLIES / OFFICE					
				Vendor Total-	110.09	
00424 STEVENS, JASON						
0219	21211	05	SWEEP INTER, WINTER SAND	04/11/2021		
1 TON 38 HRS	E 10-01-20-06				2,310.78	0.00
	PUBLIC WORKS / ROADS-GM - SERVICES / RENTALS					
POWER BROOM 4HRS	E 10-01-20-06				100.00	0.00
	PUBLIC WORKS / ROADS-GM - SERVICES / RENTALS					
TRACTOR 38HRS	E 10-01-20-06				2,335.10	0.00
	PUBLIC WORKS / ROADS-GM - SERVICES / RENTALS					
				Invoice Total-	4,745.88	
0219	21211	05	COLD PATCH, TREE WORK	04/04/2021		
1 TON 19.5HRS	E 10-01-20-06				1,185.79	0.00
	PUBLIC WORKS / ROADS-GM - SERVICES / RENTALS					
PICKUP 7	E 10-01-20-06				226.17	0.00
	PUBLIC WORKS / ROADS-GM - SERVICES / RENTALS					
				Invoice Total-	1,411.96	
0219	21211	05	GRADED ROAD, REMOVE SIGNS	04/18/2021		
GRADER 14HRS	E 10-01-20-06				1,322.72	0.00

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Jrnl	Check	Month	Invoice Description	Reference	Amount	Encumbrance
Description			Account	Proj		
TRACTOR 5HRS			PUBLIC WORKS / ROADS-GM - SERVICES / RENTALS E 10-01-20-06		307.25	0.00
ROLLER 5HRS			PUBLIC WORKS / ROADS-GM - SERVICES / RENTALS E 10-01-20-06		472.40	0.00
16 YD TRUCK 7.5HRS			PUBLIC WORKS / ROADS-GM - SERVICES / RENTALS E 10-01-20-06		650.62	0.00
1TON 7 HRS			PUBLIC WORKS / ROADS-GM - SERVICES / RENTALS E 10-01-20-06		425.67	0.00
			Invoice Total-		3,178.66	
			Vendor Total-		9,336.50	
0000 TRASH STICKERS, INC						
0219	21212	05	NEW PUNCH CARDS E 15-05-30-04	613	477.00	0.00
NEW PUNCH CARDS			SOLID WASTE / WASTE - SUPPLIES / OPERATING			
			Vendor Total-		477.00	
00048 TREASURER, STATE OF MAINE						
0219	21213	05	PLUMBING PERMITS G 1-211-00		352.50	0.00
PLUMBING PERMITS			GEN'L FUND / PLUMB. PERM.			
			Vendor Total-		352.50	
00156 TREASURER, STATE OF MAINE						
0219	21214	05	DISPATCH FEES E 05-10-99-99	210413DSP02	7,222.75	0.00
DISPATCH FEES			PUBLIC SAFTY / DISPATCH - EXPENSE / EXPENSE			
			Vendor Total-		7,222.75	
00178 WARREN BROTHERS						
0219	21215	05	PLOWING CONTRACT E 10-10-20-07	05/06/2021	26,162.32	0.00
PLOWING CONTRACT			PUBLIC WORKS / PLOW & SAND - SERVICES / CONTRACTED			
			Vendor Total-		26,162.32	
00295 WARREN AUTOMOTIVE						
0219	21216	05	INSTALLED SUMMER TIRES E 13-01-35-02	2016 FORD	85.00	0.00
INSTALLED SUMMER TIRES			FACILITIES / GENERAL - REPAIRS / FM TRUCK			
			Vendor Total-		85.00	
00369 WB MASON CO, INC						
0219	21217	05	LAMINATING MATERIALS E 30-01-30-03	219402347	38.98	0.00
LAMINATING MATERIALS			LIBRARY / LIBRARY - SUPPLIES / OFFICE			
			Invoice Total-		38.98	
0219	21217	05	FLOOR CLEANER E 01-10-30-10	219407627	44.89	0.00
FLOOR CLEANER			GEN'L GOV. / ADMIN - SUPPLIES / CLEANING			
			Invoice Total-		44.89	
0219	21217	05	OFFICE TAPE E 01-10-30-03	219479254	58.96	0.00
OFFICE TAPE			GEN'L GOV. / ADMIN - SUPPLIES / OFFICE			
			Invoice Total-		58.96	
0219	21217	05	FLOOR CLEANER E 01-10-30-10	219480483	44.89	0.00
FLOOR CLEANER			GEN'L GOV. / ADMIN - SUPPLIES / CLEANING			
			Invoice Total-		44.89	

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Jrnl	Check	Month	Invoice Description	Reference	Amount	Encumbrance
Description			Account	Proj		
0219	21217	05	COLORED COPY PAPER		219481238	
COLORED COPY PAPER			E 01-10-30-03		33.58	0.00
			GEN'L GOV. / ADMIN - SUPPLIES / OFFICE			
			Invoice Total-		33.58	
0219	21217	05	DIXIE CUPS		219508466	
DIXIE CUPS			E 25-30-30-04		6.48	0.00
			RECREATION / REC PROGRAMS - SUPPLIES / OPERATING			
			Invoice Total-		6.48	
			Vendor Total-		227.78	
			Prepaid Total-		0.00	
			Current Total-		623,995.81	
			EFT Total-		0.00	
			Warrant Total-		623,995.81	

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

MELANIE JEWELL, SELECTPERSON CHAIR _____
 RICHARD W. DAMREN, JR., V. CHAIR _____
 DANIEL NEWMAN, SELECTPERSON _____
 ERNST MERCKENS, SELECTPERSON _____
 BARBARA ALLEN, SELECTPERSON _____
 M. ANTHONY WILSON, TOWN MANAGER _____

Memo

To: Board of Selectpersons
From: Anthony Wilson, Town Manager
Date: May 4, 2021
Re: Town Manager's report

The Road Committee last week talked about the possibility of **striping Town roads**. A double-yellow centerline stripe costs 10 cents per foot – a cost of \$528 per mile. The committee agreed that striping the newly paved Wings Mills Road (1.42 miles = \$750) and/or Bartlett Road (1.64 miles = \$866) would be a good test of striping. The consensus of the committee was that we stripe one of these roads from this year's maintenance budget, consider including striping in the 2022 paving bond package for whichever roads are repaved, and include more striping for voters' consideration in the 2022 budget. The idea is that striping be performed on a regular rotation. The committee is interested in the Selectboard's thoughts.

Peninsula Park and Hayden Park each have a sign similar in design to those that welcome people into Belgrade at most of our entryways. Would you like to explore acquiring a similar **sign for the Village Green?** Signworks, which produced the current signs, quoted a price of \$195. A sign could be erected near its small parking lot. FYI, a large entryway sign (4'x6') costs \$450 and a smaller entryway sign (2'x4') costs \$200, if we wanted to add more of those.