

Eliot Select Board Agenda
Thursday November 10, 2022 5:30PM Town Hall
Meeting Room and use of the OWL for Remote via ZOOM

Call to order

- A. Roll Call**
- B. Pledge of Allegiance**
- C. Public Comment**
- D. Approval of Minutes:** July 12, 2022 Special SB Meeting, July 14, 2022
- E. Department Head/Committee Report**
 - 1. Town Manager's Report
- F. Board and Committee Appointments/Resignations**
- G. New Business;**
 - 1. FY 24 Budget Brief
- H. Old Business**
 - 1. Comcast Final Contract
 - 2. TA Evaluation
- I. Approval of Warrants:**
 - 1. A/P Warrant #38 \$157,487.26
 - 2. A/P Warrant #40 \$349.06
 - 3. A/P Warrant #41 \$3,073.89
 - 4. A/P Warrant #42 \$144,819.54
 - 5. A/P Warrant #44 \$73,085.59
- J. Adjournment**

Join Zoom Meeting

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Meeting ID: 821 0393 9595

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One tap mobile

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Draft SELECT BOARD SPECIAL MEETING

July 12, 2022 4:00PM

Town Hall/Hybrid

1 **Quorum noted**

2
3 **4:00 PM:** Meeting called to order by Chairperson Donhauser.

4
5 **A. Roll Call:** Mr. Donhauser, Mr. McPherson, Mr. Widi, Ms. Dow, and Mr. Shapleigh.

6
7 **B. Pledge of Allegiance recited**

8
9 **C. Public Comment:**

10
11 There was no public comment.

12
13 **D. Discuss July 13, 2022 Special Town Meeting**

14
15 Mr. Sullivan said that we were going to talk about whether there was a statement
16 that the SB was going to propose or you were going to authorize one of the
17 members to pen a statement just generally speaking about some of the things we
18 have mentioned about this budget proposal. The revenues that were voted were
19 \$4,865,614. It was the SB's recommendation for that lower amount. Our share of
20 the Eliot school district was \$10,660,000. The general fund budget was
21 \$8,385,094 and we actually did some calculations this afternoon, the Assessor and
22 I, and we're looking to raise less in taxes this year than in previous years, even in
23 the amount that's proposed in tomorrow's Town Meeting. The mil rate will
24 actually go down once again. The taxation minus the MSDA for General Fund
25 will equal \$3,519,480 and, at our calculation, it comes out to about \$5/month or
26 \$60/year for the increase. I still stand by the fact that this is the resources we need
27 to operate and efficient and effective government in Eliot and I hope the members
28 of the Town Meeting can see it that way.

29
30 Mr. Donhauser asked if Mr. Sullivan would clarify why we can have this meeting.

31
32 Mr. Sullivan said that we have a letter from our Town attorney and read the
33 conclusion:

34 *"In conclusion, under the Charter the Town may call an additional referendum*
35 *election in the same fiscal year to vote on budget appropriation articles that were*
36 *not approved at the Annual Town Meeting or are for a similar purpose. There is*
37 *nothing in the Charter that would limit calling additional Town Meetings, either*
38 *open or referendum, for the purposes and the ordinance specifically gives the*
39 *Board the authority to call an open town meeting to address unforeseeable issues,*
40 *funding emergencies, or issues beyond the normal course of town operations."*

41 This was reviewed by Attorney Saucier and signed by him, as well.

42
43 Mr. Donhauser clarified that we are allowed to do this.

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July 12, 2022 4:00PM (continued)

Town Hall/Hybrid

Mr. Widi said that there is legal opinion and then there's the court of public opinion and I think there may be a lot of people who feel the same way. Obviously, I'm on the other side of this, that we have to do this, but we have to communicate clearly why we're calling this and, if it gets voted down, it gets voted down. This is to have a discussion because the circumstances of June 14th are different than the circumstances of today where we funded workman's compensation for librarians but not police. In the court of public opinion, people are viewing this as a re-vote. I don't view it that way but I think we need to clearly state our opinions and, if people disagree, that's democracy.

4:06 PM

Mr. Donhauser said that there has been concern whether we are authorized to do this.

Mr. Sullivan said that I would suggest that there's nobody involved in this that's looking forward to have a Special Town Meeting. I don't think that anyone relishes the fact that that's something we have to look at. I think it's a responsible approach. I know not workman's comp has been somewhat of a focus but there are other issues that were caught in that \$136,000 that was cut from the administrative budget. One was cyber security. Anyone who has emailed us in the past week or so, here, where we haven't had email, that's what we were talking about – some of the server items. Now, the Budget Committee did put \$3,500 back into the budget to move to Microsoft 365 on the server but it was negated by the fact that they took out another almost \$40,000 for some of the other IT upgrades that we need. Between the issues we face with the phones, data, and other technical issues, I think it's an investment we're going to need. We're having trouble with the TRIO system. TRIO Harris is suggesting we go to a new system. Reading back in the notes, the Budget Committee suggested the reason why they didn't vote to approve that was because I was not specific enough in what I was asking for in software. I tried to be specific and there are some things, particularly from a cyber security standpoint that you don't talk a lot about. One, I don't have the technical expertise but, also, the fact that if someone was going to attack our server or other means of going after our IP, you don't want that out there. So, I still stand by that I think you need this investment. I think it's reasonable. I think it's affordable. And kicking the can down the road is just not a good idea. The second article for staffing, we are in need of training here on a number of different levels and that training incorporates a lot of aspects. Not only the actual training (if there is any cost, a lot of training is free) but then, in some cases, we might have to use people to come in and give tutorials, such as for new software. We're not exactly locked down on all those different trainings because they follow different patterns and different schedules. It's reasonable to think that training is a good benefit for employees. The second issue is putting a performance-based evaluation in place that reflects people's efforts and meeting

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July 12, 2022 4:00PM (continued)

Town Hall/Hybrid

goals and, then, there are already some positions that already need salary adjustments. One of the things I find in Eliot that I'm blessed with is to be able to work with such good people; that we have a couple of them here today, and we really want to preserve that. We've got a retention problem. This side of the building has changed in the last two years. We've got some changes in other departments and a lot of those people who have gone to other communities we have to visit when we visit those communities. They're working and we have to be competitive for that. It's essential for training, evaluation, and making sure the people are compensated in a competitive way.

4:11 PM

Ms. Dow [inaudible] I've been hearing a lot about the negation of the June 14th vote. They feel like it's a removal of the voter rights of the Town. I think that's a serious feeling that we need to be addressing and considering. Concern that we won't be able to have as many voters come to this meeting, a much smaller percentage of people deciding this...[inaudible]

4:15 PM

Mr. Widi [inaudible] said that I'm not opposed to putting something on the November ballot. I think if we went in there and said that we need to vote on this (workman's comp) and put the rest of the stuff on the November ballot, it might be a little more harmonious [inaudible]

Mr. Donhauser [inaudible] said that, if we went forward with these two articles and they passed, the revenue is already budgeted and exceeds that total.

4:17 PM

Mr. Sullivan said the revenue plus a lesser amount than you raised on your taxes last year. So, you raise and appropriate about \$3.5 million. You have about \$4.8 million that you're going to raise in revenues and then you would have \$3.5 million you would need to raise for general fund taxes. Obviously, it's a draft now. There are other things, values that have to be settled but, if you look at that from a draft perspective, the mil rate would go down and you would be slightly less from the taxes you had to raise last year. Revenue is up a little and you are also taking money from the TIF so there is income there that makes some of the difference. But, all-in-all, if everything was equal, people would actually pay less taxes. You did cut \$6,000 out of the wage & training and you also cut \$500,000 from the paving. So, that wasn't true when that vote was taken on the 14th. Now, you are below LD1. You are below what you had for a mil rate last year, as it is drafted. You would actually be raising slightly less taxes than you did last year.

Mr. Donhauser [inaudible] the way it works is that you take your revenue and then build your budget and the difference between the two is how much is to be raised in taxes. [inaudible] We need to fully fund, at a bare minimum, workman's comp. It is irresponsible if we don't fund it. We will have serious issues come August 1st.

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4:21 PM

Mr. Sullivan said, just to be clear, July 1st only a portion of the premium is due. We pay it in increments. But we are going to need that money during the year. I would suggest that, while that's important, so is some of the money we're asking for for IT. I think it gets lost because I think it's so easy to understand the tragedy of workman's comp but also equally important is the training and funding of compensation. We have incredibly hard workers here. I've heard from people that, if this was to go on a November ballot, they're going to support it and vote it. So that everyone knows, it doesn't make any difference to Mike Sullivan, personally, but professionally, when I look at the studies you've done and the length of time that people have been waiting for this to happen, it's just wearing on people. That's why you aren't able to retain people and why people do learn on the job here and go somewhere else. I don't disagree with you. Workman's Comp is incredibly important but those other items are equally as important in my eyes. And, as the Vice Chair said, if it gets voted down, that's how democracy works. But hopefully, people will listen to reason and understand that it's not going to be an outlandish impact on them and it's investing in your community. The school's budget went up without much real conversation at the local level. The county budget did go down. That was \$4,000. Those are other component parts and we don't generate any revenue from those, whereas, the hard work of the Planning Department and the Clerk's Office actually generates revenue for us to come in and to be efficient and effective in those departments hopefully means that we can generate more revenue and have less dependency on the taxation portion of it.

4:24 PM

Mr. Donhauser [inaudible]

4:25 PM

Mr. Sullivan said that I understand the argument to say you're negating the voter. There is very popular appeal and it has some legs when it's out in the public. But actually, you're not turning that budget away. We're not asking for that budget. We're asking to augment, not to send it up under (asunder?). We're asking it to be added to, which is a common practice in communities. We could do it at the November elections. I think that that's late and we're going to suffer some repercussions for that but, again, it's up to the body politic.

Mr. McPherson asked, if it doesn't get passed, where is the Workman's Comp money going to come from.

Mr. Sullivan said that it will have to come from existing portions of the budget, so, other services will have to be cut.

Mr. McPherson [inaudible]

4:28 PM

Mr. Sullivan said that I would suggest it may be a responsibility to use any and all means to make sure that you have the proper resources to operate the Town. I

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mean, the Town Meeting wasn't called in spite or to be punitive towards the voter. It wasn't to get rid of the will of the people. It was to augment what was stated there. In a democratic society, it would be a shame to not be able to change rules or regulations. You've seen that at the national level that many of us may not agree with but there has to be an opportunity for bodies of government and democratic societies to change a vote. And sometimes people make mistakes. I remember one time they dropped the drinking age to 18 and, in a couple of years, they figured out that was a mistake and you had to go back.

4:29 PM Ms. Dow [inaudible]

Mr. Widi talked about the many positions that have changed in staff in this building, a lot of turn-over. Mr. Sullivan, you are saying that you want one of us to make the case and turn it over to the public. What's your opinion.

Mr. Sullivan said that I hope the case can be made about how important it is. Again, I can only give my opinion and, again, this isn't punitive. I know that the Budget Committee is having a meeting tomorrow night. Maybe that's an opportunity to ask them to endorse a plan with the SB. Certainly from what people have sent me online directly from Budget Committee members about me, I'm probably not the one to ask. They have made it clear that they have some animus towards me and weren't afraid to put their names on it. I get it. It is part of stating your opinion and having an opinion about how you think government should be run. Not the first time or the last time that will happen.

4:33 PM Mr. Donhauser asked when the Budget Committee was meeting versus the Special Town Meeting.

Mr. Sullivan said that the Special Town Meeting is at 5:30 and the Budget Committee is meeting at 4 PM.

Mr. Shapleigh asked [inaudible]

Mr. Sullivan said not completely. Regarding reserve accounts, for instance, if you want to put wage & training as a line item in administration, I would have control over it. But, if you put it in the reserve fund, as it's been explained to me by numerous people here in Eliot, an expenditure has to come back before the SB for approval so there has to be a plan. So, there's that extra step, or safety valve, built into the system. That's one of the reasons why I thought it was fair not to put it in administration and to try to convey to the public that this would have a training component, an evaluation component, and a salary adjustment component. How those all work out to a dollar amount is difficult to say because how much training is somebody going to accept, union issues involved. There are a number of

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different obstacles. So, that's why I put it in the reserve fund, hoping that I could convince the SB of a plan once that plan is fully developed.

4:35 PM Mr. Shapleigh [inaudible] speaking about the general fund

Mr. Sullivan said that the Workman's Comp is part of the administrative budget. I put it in there because it's really a management or administrative function. There was certainly a disagreement about that.

Mr. Shapleigh was talking about the overlay [inaudible]

Mr. Sullivan said that, regarding the overlay, during the year you are subject to appeals for assessments as to values so the overlay account is something that may offset some of those tax payments or values. There are some larger tax payers in Town that may appeal their value and it might be found that it's correct. I think your overlay is going from \$488,000 to \$300,000 something.

4:37 PM Mr. Martin, Assessor, explained the overlay and his work to get assessments valued properly.

Mr. Shapleigh asked (inaudible).

Mr. Sullivan said not without a vote from the public.

Mr. Martin explained.

Mr. Sullivan said that the Town Manager doesn't have authority to spend money out of that account.

Mr. Donhauser said that it is my understanding that no money can be spent by the SB, whether it be from a reserve account or general fund account. He discussed the process by which funds are appropriated and spent, whether the general account or reserve accounts and that reserve accounts can't be used for any other expenditures except what the voters approved them for; that they also have to come before the SB, with justification from the department head or Town Manager, for a second approval to expend. He also discussed the contingency fund and the limitations for expending that fund has.

4:43 PM Mr. Sullivan said that an interesting thing is that it is taken for granted that by reducing the budget it reduces your tax liability, and that's not true. You could reduce your budget and, when the mil rate sets, it could actually be above. And even if this \$226,000 was approved, you still wouldn't really go over what has been talked about here. There's still going to be room in that in the future if you

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July 12, 2022 4:00PM (continued)
Town Hall/Hybrid

needed more money for something else; that you would have room to appropriate that.

4:45 PM

Mr. Martin explained further. [Inaudible] From April 1st to our snapshot case, when we finally get all of the data input, there can be changes to our valuation based on market increases that are almost always higher. Last year, for the first time, Eliot exceeded a billion dollars of taxable evaluation. A lot of adjustments last year were on commercial properties because it changed for the first time, materially, since 2008. So, when that happened, it was a little bit of a shift away from residential, but we still had an increase in residential. [Inaudible].

Mr. Shapleigh asked what was Plan B if this doesn't pass.

Mr. Sullivan said that we will have to make adjustments to the budget overall. We'll have to extract from administration, or other departments, the cost of insurance. We'll go without some of the cybersecurity that we wanted to put in place. We'll go without some of the IT upgrades that we were looking at. We won't have any money for training. People won't get raises. We'll have to look at whether we can afford positions. I sent an email to the Chair discussing that, if there was to be a statement read at the Town Meeting, there would be a motion regarding that tonight.

4:49 PM

Mr. Widi said that I'm willing to state our case if that is acceptable.

Mr. (John) Reed said that I'm one of the guys in the category of public opinion, discussing the negative impressions on voters, that he hadn't heard a good explanation of the need or why this couldn't wait four months, and that he wasn't in favor of tomorrow's meeting. I see the conundrum we're in, and I think most people do, with the training, the IT, and all that stuff. {Inaudible} Worker's Compensation is important, and the others are not trivial, but I think if you deal just with the Worker's Comp, you will walk away with a lot more goodwill on the part of the voters. They won't feel disenfranchised. Regarding the Charter, he felt that part of the problem with budget cycles has been people have not quite gotten on the same page as far as what's contained in the Charter and it's real important to me. We just need to work together.

Mr. Donhauser [inaudible].

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July 12, 2022 4:00PM (continued)

Town Hall/Hybrid

E. Ratify Appointment of Kearsten Metz as LHO

4:01 PM Mr. Donhauser moved, second by Mr. McPherson, to appoint Kearsten Metz as the Local Health Officer for a term ending June 30, 2023.

Roll Call Vote:

Mr. Donhauser – Yes

Mr. McPherson - Yes

Mr. Widi – Yes

Ms. Dow - Yes

Unanimous vote to approve motion.

F. Executive Session; Staples Legal Matter

5:05 PM Mr. Donhauser moved, second by Mr. Widi, that the Select Board enter into executive session to attend a legal matter and not return to open session upon conclusion of executive session.

Roll Call Vote:

Mr. Donhauser – Yes

Mr. McPherson - Yes

Mr. Widi – Yes

Ms. Dow - Yes

Unanimous vote to approve motion.

G. Adjourn

The open meeting adjourned at 5:06 PM.

Respectfully submitted,

Ellen Lemire, Recording Secretary

Mr. Robert McPherson, Secretary

Date approved:

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July 14, 2022 5:30PM

Town Hall/Hybrid

1 **Quorum noted**

2
3 **5:30 PM:** Meeting called to order by Chairperson Donhauser.

4
5 **A. Roll Call:** Mr. Donhauser, Mr. McPherson, Mr. Widi, Ms. Dow, and Mr. Shapleigh.

6
7 **B. Pledge of Allegiance recited**

8
9 **C. Public Comment:**

10
11 **5:31 PM** There was no public comment.

12
13 **D. Approval of Minutes of Previous Meeting(s)**

14
15 **5:32 PM** Motion by Mr. Donhauser, second by Ms. Dow, to approve the minutes of
16 April 28, 2022, as amended.

17
18 **Roll Call Vote:**

19
20 **Mr. Donhauser – Yes**

21 **Mr. McPherson - Yes**

22 **Mr. Widi – Yes**

23 **Ms. Dow – Yes**

24 **Mr. Shapleigh - Abstained**

25
26 **Vote to approve motion 4-0-1**

27
28 **G. Department Head/Committee Reports**

29
30 **5:33 PM 1) Town Manager's Report**

31
32 Mr. Sullivan said that, in the last two days, we had **three separate summits**. They
33 were very-well attended. We appreciate the Board and Committee members and
34 members of the public and non-profits that participated. We greatly appreciate
35 their input and hope they bring them back to their respective bodies of the
36 discussions that were held. We will be following those up in August. They seem
37 to have been very popular. The **Special Town Meeting** was held last night and
38 was well-attended. I wanted to let the SB know that we had an email this morning
39 about entering a **training contract with the Maine Community Colleges**, which
40 I did, and will provide up to \$1,200 of training for the next year for each
41 employee. That training is not applicable for areas of expertise that we would
42 have to go outside for but it is a nice benefit that we will work with the agency to
43 make sure we get everything we can out of it. Per employee, this is for credits for

Draft SELECT BOARD MEETING
July 14, 2022 5:30PM (continued)
Town Hall/Hybrid

44 what training they offer. Some of them are not applicable to municipal life but it
45 is a nice program that we're going to participate in.

46
47 Mr. Widi asked if they were all remote.

48
49 Mr. Sullivan said that we're talking about, in some cases, having them come on-
50 site to do some professional development.

51
52 **F. New Business:**

53
54 **5:34 PM 1) Maine Municipal Association Policy Committee Annual Nominations**

55
56 Mr. Donhauser said that we received a memorandum from the Maine Municipal
57 Association (MMA) regarding nominating somebody to the Legislative Policy
58 Committee (LPC). Is Ms. Bennett here.

59
60 Mr. Sullivan said that she is here on Zoom.

61
62 Ms. Bennett said that there was an ad in the Sentinel last winter that our senate
63 district had no representatives in this committee. So, I reached out to them. By the
64 time I did, two members had been appointed from South Berwick. Eliot had a
65 position and I believe it was our former Town Manager that filled that role. I
66 ended up participating in the last legislative session as an interested party in this
67 MMA Legislative Policy Committee. MMA has a number of policy advisors and
68 analysts that actual go and track legislation through the State House in Augusta
69 and bring it back to this State-wide policy committee and then get opinions that
70 they bring back. I really enjoyed the experience and so I'd love to be able to be
71 either a voting member or an alternate.

72
73 Mr. Donhauser asked if that required travel to Augusta.

74
75 Ms. Bennett said that, last session, no. The last session was all Zoom, which was
76 convenient, but there is conversation that it will be traveling to Augusta. This last
77 session we met three times because there was a late-breaking piece of legislation,
78 a housing bill. So, it could be two or three visits to Augusta and I think the
79 meetings were three to four hours.

80
81 Mr. Shapleigh said that you are unbelievably qualified for this job, and good luck.

82
83 Ms. Bennett said that our Town Manager revealed that there are two other
84 nominees in our senate district, one of which is the Town Manager from Kittery,
85 Kendra Amaral, and the other is a Town Councilor from South Berwick, Jeffrey
86 Minihan, so those are some very-well qualified people, as well. If I don't win a

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July 14, 2022 5:30PM (continued)

Town Hall/Hybrid

87 seat on this committee, I'm probably going to continue as an interested party
88 because I really do enjoy this. Part of the reason I want to do this is that I have a
89 desire to keep abreast, in a very timely manner, of what legislation is coming
90 through in Augusta because some of it can drastically impact the PB and our
91 roles.

92
93 Mr. Donhauser invited a SB member to make a motion.

94
95 **Ms. Dow moved, second by Mr. McPherson, that the Select Board nominate**
96 **Christine Bennett to the Maine Municipal Policy Committee.**

97
98 **Roll Call Vote:**

99
100 **Mr. Donhauser – Yes**

101 **Mr. McPherson - Yes**

102 **Mr. Widi – Yes**

103 **Ms. Dow – Yes**

104 **Mr. Shapleigh - Yes**

105
106 **Unanimous vote to approve motion.**

107
108 **5:39 PM 2) Visitor's Code of Conduct**

109
110 Mr. Sullivan said that this is something we have spoken of previously. He read the
111 document (posted on the Town website). This is something we've discussed here
112 with the SB. We've brought it to our employees. A number of employees
113 commented and we made adjustments. This is a form of flattery since it was
114 copied from another community. I've seen where it can be successful in
115 escalating situations when people are presented with this and realize that their
116 conduct may not be suitable for a public setting. We are seeing more and more
117 situations that are tenuous and we hope that this will help address some of that.
118 We would like the support of the SB.

119
120 Mr. Donhauser asked if, when somebody arrives, do they receive this.

121
122 Mr. Sullivan said that this would be posted throughout Town Hall to help people
123 become familiar with it. If someone is to escalate a situation, they may be given a
124 copy of this or, as we've seen people in the past storm out, we may send it to
125 them, to make sure that they understand that the expectation is that they treat
126 people respectfully.

127
128 Mr. Donhauser asked if we have had this policy previously.

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July 14, 2022 5:30PM (continued)

Town Hall/Hybrid

5:42 PM

Mr. Sullivan said not yet. The Town of Acton is the first town that has started to use this. They've been using it for about 7 years. I've seen it in other towns in New Hampshire, Massachusetts, and Vermont. We would like the SB to adopt this.

The SB agreed this was an appropriate policy to adopt.

Mr. Donhauser moved, second by Mr. Shapleigh, that the Select Board adopt the Visitor's Code of Conduct, as presented.

Roll Call Vote:

Mr. Donhauser – Yes

Mr. McPherson - Yes

Mr. Widi – Yes

Ms. Dow – Yes

Mr. Shapleigh - Yes

Unanimous vote to approve motion.

G. Old Business:

5:44 PM 1) Town Hall Building Committee Update

Mr. (Brad) Swanson, Chair Capital Improvement Committee. My members include Ed Henningsen, Jim Latter, and one of our members is not here. We always have room for more. Our architect, Lita Semaru (Port City Architecture), is in that box in the corner (Zoom). Putting up the powerpoint, this is our mission statement, which he read. We sat down and had a lot of conversations around what needed to be addressed with Town employees and Mr. Sullivan.

Major factors considered:

- Enlarge meeting space for Select Board and other boards. (Very tight space here.)
- Alternative smaller meeting space allowing smaller boards to meet with the public.
- Daytime access of the meeting spaces for senior activities and other groups within town.
- Move voting to town hall to increase school safety, manage voting space, increase voting storage and moving of voting equipment
- Access to state voting computers during elections.
- Alternate power supply in event of power outage during voting. (Has happened.)
- Drive up window for drop off and limited transactions.

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Town Hall/Hybrid

Better customer queuing inside town hall. (Very limited space in Town Clerk's Office.)

- More overall file storage.
- Climate controlled locked vault for town archives. (Old records required to be kept.)
- Increased security for staff and the public.
- ADA compliance.
- Energy efficiency.
- CSD office space.
- Improved parking layout with more available space. (Better for Town Hall/downtown community events.)
- Aesthetics in design in compliance with town architecture to enhance the downtown area.

We looked at several things and chose to renovate and expand this building. We did look at putting a new building where the horseshoe pits, etc. are but there are some issues with road frontage on Dixon Road and Main Street and having the State involved with that. There are some restrictions on Hammond Park that would make the entrance a bit difficult. The new building would leave the old building vacant and in need of renovations for other purposes. No matter what we do, that would have to be addressed. He showed the old plan (rendering) of a new building located behind Dixon Road and said that when we got to discussing the cost of this, it just skyrocketed up between site work and constructing the building. What we then concentrated on was expanding the current Town Hall building, mainly by coming out a little on the two front sections and onto the back. Boring samples in the back indicate we have a good area there to do this. There is a chunk of ledge there that we will not mess with. We have added parking and made provision for a drive-thru. He showed a site plan option of what this option would look like on the screen.

5:53 PM

Mr. Donhauser asked if Mr. Swanson knew the square footage of this building.

Mr. Swanson said that he thinks it is about 4,200 square feet.

Ms. Semaru agreed, saying that we would renovate about 3,200 square feet, with an addition of 5,000 square feet. Those are round numbers, of course.

Mr. Swanson said that we would be about 8000 square feet. We would be doubling the size. He showed a rendering of what the Town Hall building might look like, saying that the meeting room would be on the right, as it is now, and the Clerk's Office on the front left. The rear of the building would have its own entrance for Community Service and General Assistance. The drive-thru would be

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215 directly in front of the Clerk's Office, somewhat like a bank drive-thru. He also
216 showed a very early floor plan draft. We make use of the outside walls and
217 windows for office space. General Assistance storage, ECS would have space, a
218 vault, ADA-compliant bathrooms (2 public/2 staff). The ability 'here' was, after
219 hours, to make these doors so that they are not accessible to the public so, if there
220 is voting or meetings at night, that it would be contained in the front 'here'.
221

222 **5:55 PM**

222 Mr. Donhauser asked how many people the new meeting room could
223 accommodate.
224

225 Mr. Swanson said 86 people and 10 people at the dais. Regarding voting, there
226 would be plenty of queueing room for people to come in and cycle them out the
227 back door. Much more contained.
228

229 Security enhancement was raised as a consideration using a ticket system to
230 access the Clerk's Office and other offices. It was stated that that could be done
231 but wasn't seen as necessary.
232

233 Ms. Semaru said that the cost of the project would be around \$4 million, which
234 we call turn-key. That is based on square-footage cost at this time. We haven't
235 had anybody pull together an estimate; that we usually do that further down.
236 Turn-key means construction cost, design cost, permit cost, testing because you
237 do have to do testing as you go forward, as well as furniture, AV, everything you
238 would need. So basically, you'd be given a key, turn it, and walk in.
239

240 Mr. Swanson said that, regarding funding, typically the Town has gone through
241 the Bond Bank. Another alternative is to seek a bond counsel and self-bond. We
242 have also talked about rolling in some of the Police Department upgrades into that
243 bond, as well as any other debt, such as the streetlights to get that rate down. But I
244 think the biggest thing here is that this building has a lot of different maintenance
245 that needs to be addressed. So, is the smart money to spend a lot of money to fix
246 the building up or do we use that money to enhance the building and I think that's
247 going to be a key decision going forward. I don't want see you wasting money
248 fixing something that would still not be any better; that I think Mr. Sullivan
249 commented on some things.
250

251 **5:59 PM**

251 Mr. Sullivan said that during meetings, both with the committee and with staff,
252 we don't add any versatility or adaptability by general deferred maintenance
253 that's already needed. All three doors are at a point where they need to be
254 replaced. We've been told by our insurance company that the tiles need to be
255 addressed because they are separating and creating a trip hazard. All the carpets
256 need to be replaced. There hasn't been any substantial maintenance done on the
257 building for a number of years. One of the reasons why is waiting to make a

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258 decision here. So, rough estimates, this building could use \$400,000 to \$500,000
259 of deferred maintenance between painting, carpeting, door replacements, some
260 window replacements, and you don't have any additional versatility or
261 accessibility like the drive-up window, a larger space for Aging-in-Place to use, or
262 a fluid, well-designed area in the Clerk's Office. I think Ms. Semaru can comment
263 about the additional space both here and in the Clerk's Office and how that would
264 help with some of the customer service issues.
265

6:01 PM

266 Ms. Semaru said that, right now, you don't really have adequate queueing space
267 in the Clerk's Office and part of that is you just don't have room to turn around so
268 people are kind of flowing out into the hallway and out. In the Clerk's Office, the
269 desks and serving area are the exact same way and they have no personal space.
270 Even though there is a break room, it is visible from the Clerk's Office so they
271 really have no way to go and have a cup of coffee. They are cramped. They don't
272 have enough storage space. If you go into Ms. Rawski's office, she's had to use
273 the floor for storage because there is no other secure space to store the voting
274 materials in between and up to election. One thing to let you know that, yes, it
275 looks a lot like what you've got right now but we have increased the size of both
276 the meeting room and the Clerk's Office. The number for the meeting room is
277 based on 15 square feet per person. I'm assuming that the current 50 people is
278 based on 7 square feet per person and doesn't include the calculation for the dais,
279 which does take up a lot of that space. Right now, you aren't up to code with the
280 number of bathrooms required by the plumbing code. The other things, which Mr.
281 Swanson touched on, are the meeting rooms as well as the break room. Right
282 now, there is no place for somebody to go to catch a breath during the day,
283 especially if they're in the Clerk's Office and some of the more public areas. They
284 are on the entire time they're there and we all know how that can start to wear on
285 somebody to not have a moment to breathe.
286

6:04 PM

287 Mr. Sullivan said that I think one of the important things to point out was where
288 the committee started with the two buildings that were close to \$7 million and
289 then you had the cost to operate the two buildings. The committee was very
290 diligent in considering that as far as what the impact would be to Eliot voters. We
291 had a bigger version of this but the committee, again, met with Port City and Ms.
292 Semaru was very good in bringing it down to size and bringing it into some of the
293 cost restrictions and lower costs that the committee was looking for. I don't want
294 anybody to start to think that this is a Taj Mahal project. It's very economized,
295 very efficient and effective design that doesn't have a lot of opulence that you
296 sometimes see in other public construction. That's a credit to the Building
297 Committee and Port City.
298

299 Ms. Semaru said that we finished, about a year ago, Arundel Town Hall. Arundel
300 Town Hall was the same size that has nine positions. So, if you want to compare

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yourself to industry standards, you're actually a little on the low side. But you are more than adequate for the growth because we looked at that because we don't want to build something that's outdated before it's completed. It does give your staff members adequate support in other places.

6:06 PM

Mr. (Jim) Latter said that I have extensive municipal experience. I was on the City Council in Beverly, Mass for ten years and on the school board in Beverly for five years before that. I helped build six elementary schools, a middle school, a high school, police station, and an airport building. We did them all without having to override our cap tax, which is similar to LD1. So, we never had to exceed our levy capacity. We went right up to the limit but never exceeded it. I've seen what happens when police departments and school departments are working in substandard buildings. It kills the morale. If you put them in a more functional facility, it's great for retention, it's great for productivity. The big thing is that we need to make a decision around do we need it. If we do, the sooner we do it the better. Kicking the can down the road always ends up costing you more. I saw an \$80 million high school turn into a \$120 million high school because it got deferred 2½ years. Building costs just explode. I understand that there is not a lot of capital to tap in the budget now. I think it's healthy for a community to have a reasonable amount of infrastructure and capital funding through debt to make sure we take care of our public facilities, our public services. I would love to see us project out 5, 10, 15 years to see what we do have to address. How do we prioritize it and when do we do something with the fire department or public works. This is a big number but it's a one-time cost, so it's not like it's operating revenues. So that's why I would feel comfortable going out to the taxpayer to ask them to help fund a one-time cost to build a better facility. A lot of the work was done before I was on the committee, but I think they did a diligent job at looking; that they looked at the 'wouldn't it be nice' option. They really went through that whole option and thought that was really a lot of money; that that's probably more than the taxpayer has the capacity to spend. But you can't spend nothing and get to where you need to be. I think it's ultimately two decisions. Do we need this, and sitting on the Planning Board, we would welcome better technology and space. I've done a lot of work with clerk's offices over the years and you look at election security where they are taking things from here over to the school and bringing it back, and impacts the chain of custody. Records retention is an enormous endeavor that's probably not done as well as it should be in many places. It's our obligation to make sure we maintain these records moving forward, in addition to all the personnel issues. I think it's a great plan. I do think we need it. We were in a break-out session today and a few of the members were talking about how we need space for senior activities, how we need space for all sorts of different stakeholders in the community. I think this gives us the ability to have elections on-site, which helps the chain of custody, helps in security. I don't think the people understand the enormous work that the

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Clerk's Office has to go through to run a good election and this helps them immensely.

6:10 PM

Mr. Donhauser asked if you have given any consideration to going up.

Mr. Swanson said that Ms. Semura could speak to this more proficiently but I think there was the fact that we weren't sure the foundation could handle that in the structure. And you'd have to put an elevator in, which is really expensive, with a yearly expense as well.

Ms. Semura said that that's the big thing. In order to do a 2-story space, you end up with two stair towers, which is 400 square feet per floor as well as the elevator, and if you have the space, single story is the way to go. Sometimes you don't have the space and we have to do that but, in this case, you have the land, so you're better off doing that. And you would probably end up reducing so much of the structure of the existing building in order to meet the codes, it would be like building the existing all over.

Mr. Donhauser asked what is the annual principal and interest on a \$4 million loan if this should happen.

Mr. Swanson said that it would be about \$180,000/year at 4% over 30 years.

Mr. Swanson said that where I work down in Middleton, Mass we just bonded a \$63 million project at 2%. They budgeted for 3%; that we went out to our own bond counsel and it came back at 2%. Speaking of kicking the can, we're going to replace the fire station built in 1952 that's been inadequate since probably 1972; a police station that was taken from the Town of Danvers and it's been cobbled onto. The building I work in was originally a school building (1860) and we've been using that for everything, and our senior center was built even prior to that. So, \$4 million here seems like a pretty good deal in my opinion to service for the next 30 years.

6:12 PM

Mr. Shapleigh asked if they could talk about the IT we have here.

Mr. Swanson said that the IT space we have here is currently behind 'that' wall (back of meeting room). We talked about leaving that in the same spot.

Ms. Semura said most of it, yes. The big one is the generator, with a lot of infrastructure on the generator. The IT would be easy to move but you don't have to. The generator you don't want to move unless you have to. Electrical can get quite expensive quite quickly to relocate.

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Mr. Sullivan said that the space for IT will actually shrink considerably because we're going to cloud-based servers, as advised by every security company and our partners around. So, you won't have the large hard drive server rooms.

Ms. Dow said that I'm concerned about asking the taxpayers to put a large amount into a bond. I also wonder what we currently have for bond payments. What's on our docket now that we pay.

6:14 PM

Mr. Sullivan said that we have a very small amount of bond. \$150,000 for streetlights and some energy savers here. It's relatively small. You also have the sewer, which is a separate enterprise fund. I appreciate that point of view. I don't want to make a misstatement, here, but I understood that the Building Committee is just here tonight to give you an update. We are actually meeting with the same bond advisor that Mr. Swanson uses where he works. We have scheduled in about two weeks to meet with a bond advisor to give us some of the different options we might have. Yes, it's tradition that you borrow from the Bond Bank but the Bond Bank, during that time, percentages were a little higher than the market rate other towns are getting. It's certainly worth exploring to see if that would be a good option. It would still have to go out competitively for bid but that might produce some lower interest rates. But we're not there yet.

Mr. Swanson added that even though the rates are going up, it's still a good time to be borrowing, especially for a municipal project.

Mr. McPherson said an issue clearly is 'this' area, which I've complained about as far as parking and incorporating these buildings together, as the volunteer firefighters come to the fire station on a call and park on the lawn because there really is no place to park. Looking at the plan, I see there is designated parking to the side of the fire department building but the stripes are in the wrong direction for the firefighters to park in. My point is that you should keep that in mind regarding a place for firefighters to actually park and not park on the lawn; that that lawn, as you can see when you go up over the hill, is a septic system for the fire department. I think there's still room on my side a little bit.

6:18 PM

Mr. Swanson said that this is a conceptual plan so we can fine-tune this to meet these considerations.

Ms. Semura said that this is an architectural concept from me. I am not a civil engineer and, when it moves forward, it will definitely have the civil engineer.

Mr. McPherson said that I just throw that out there because I like the big parking, and everything. It was just something to keep in mind as we draw this up to think about the 25-30, if it was on a really good day, of people that are going to show

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up to respond to a fire call, and doesn't happen. But, if there are 15-20 people that show up, and they're parking out on State Road and trying to find a place to put their vehicle to respond to fire calls, that's just something to keep in mind.

6:19 PM

Mr. (Bill) Selsberg, Pickering Drive, said that I'm curious as to whether any enquiry has been made as to the use of TIF money. At first blush, you might say that that's impossible but I don't think it is impossible. We've talked about the Police needing more. We're growing. The administrative offices have to grow. Why can't we use some of those funds. Maybe enquiry should be made of counsel to determine whether or not we could defray some or a portion of this with the use of TIF monies. I think expansion of this community is a direct result of what's happening on Route 236, and houses everywhere, etc. So, I think it's a question I really think should be looked into because I think the voters deserve it.

Mr. Henningsen said that the TIF funds go towards improving Route 236. Those TIF taxes go towards paying off the bond to put sewer and water on Route 236. That's the primary reason for the TIF. It's not a fund where anybody who has a budget problem can grab money from. That's my opinion.

Mr. Selsberg said that you're right and I understand that. But, the direct and indirect result of the expansion of Route 236 is more responsibility in this office. I'm just saying that to look at it.

Mr. Widi said that I think we need to settle the bonds for the sewer first to figure out how much money is going to be there before that question can be answered. Mr. Sullivan has a meeting in two weeks with the bond counsel to figure out what the rate will be on it so, that question can't be answered until after that meeting. Does that make sense.

6:22 PM

Mr. Sullivan said that I think we can get the answer before. I think it's a legitimate question. I don't know if the particular existing TIF can be used in that manner but there might be room or a way to separate out some other... It's very much worth exploring. I don't want to get too deep into it because we really don't have the answers here. There could be other TIFs. It's too early to say. Let's look into it and get some hard facts, then go from there.

Mr. Henningsen said that I may have my dates a little wrong but I think the existing TIF expires in about 20 years, which is the length of the bond for the sewer project. I think that, until you get past that point, you can't just take the existing TIF and put the funds wherever you think you can justify.

Mr. Donhauser said that it's something we can explore.

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6:24 PM

Mr. Latter said that projects like this are not easy. They create pressure on your budget. If the Town moves forward with this, it's going to create budgetary pressure in other areas. To be able to do this, whether we ask taxpayers for help or whatever it is, it's really important that you look at all the other drivers in budgetary pressure and do what you can. You really have to keep a sharp eye on all of those issues if you want to move forward with a project like this. I think the community ends up in a better place when you get there but you've got to sharpen your pencil and make sure that you're doing everything you can to find the budget capacity to move forward.

Mr. Donhauser said that, once again, this is just a conceptual thing. What is the timeline. What's next.

Mr. Sullivan said that I think the idea was to come here, do a presentation to the SB, get some input from the public, come back with some of those ideas, and continue to work and hone the plan to see what improvements can be made. Basically, to update the SB with more looking at drawings and information. This material is on the website now. The next step, I would imagine, is to go back to talk with the committee, Ms. Semura, see what determinations came out of here and the things they would want to address. Again, I don't think with conversations with the committee, that they were ready to put forward a final plan. You've given us some good things to look at. I think they're worthwhile and we'll go back and look at them.

6:26 PM

2) Board, Commission, Committee Annual Appointment

Mr. Sullivan said that the Town Clerk has given me the list of the annual appointments for boards and committees to be appointed tonight. She's asked me to consider appointing Anne Lukejord to the Aging-in-Place as a Regular member for a 3-year term (June 2025); Nedra Sahr to Aging-in-Place as a Regular member (3-year term to June 2025); Representative Meyer to Aging-in-Place as an Alternate member (3-year term to June 2025); John Marshall to the Board of Appeals as a Regular member (3-year term to June 2025); Edward Henningsen to the Capital Improvement Committee as a Regular member (3-year term to June 2025); Lynn Bublely to the Conservation Commission as a Regular member (3-year term to June 2025)

Mr. Donhauser moved, second by Mr. Widi, that the Select Board approve the annual appointments, as presented.

DISCUSSION

Mr. (Jay) Meyer, Odiorne Lane, said that I applied as a regular board member for the Board of Appeals. I don't know if my application was not accepted.

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Mr. Sullivan said that it is not. There is a 14-day period where it has to be posted after it is vacated. The Clerk told me it hasn't been posted, yet, and I think she's also going to seek a resignation letter for your term that's up in 2025. She told me this afternoon that she'll be contacting you. She is aware and she does have the application.

Mr. Meyer said thank you. I appreciate it.

DISCUSSION ENDED

Roll Call Vote:

Mr. Donhauser – Yes

Mr. McPherson - Yes

Mr. Widi – Yes

Ms. Dow – Yes

Mr. Shapleigh - Yes

Unanimous vote to approve motion.

6:29 PM Mr. Sullivan said that the Clerk wanted me to make sure to tell you that there is an Alternate member opening for Aging-in-Place for a term expiration of 2023. The Agricultural and Food Security Commission is looking for a Regular member (June 2023). The Board of Appeals has a Regular member opening. Mr. Meyer has submitted an application. The Capital Improvement has one Regular member opening for June 2025. They have two Regular member positions ending June 2023. Conservation Commission has a Regular member for June 2025. They have one Alternate position for June 2025, one Alternate position that expires June 2024. Planning Board has one Alternate member that ends June 2027. If there is anyone is interested, they should contact the Town Manager and you will be pointed in the right direction. These positions are on the website.

H. Approval of Warrant(s):

6:31 PM Mr. Donhauser moved, second by Ms. Dow, that the Select Board approve A/P Warrant #116 in the amount of \$76,988.64, dated June 22, 2022; A/P Warrant #117 in the amount of \$5,459.78, dated June 28, 2022; A/P Warrant #120 in the amount of \$40,855.79, dated June 29, 2022; A/P Warrant #2 in the amount of \$91,558.37 (FY23), dated July 6, 2022; A/P Warrant #3 in the amount of \$285,015.48, dated July 6, 2022.

Roll Call Vote:

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Mr. Donhauser – Yes

Mr. McPherson - Yes

Mr. Widi – Yes

Ms. Dow – Yes

Mr. Shapleigh - Yes

Unanimous vote to approve motion.

Mr. Sullivan said, just in the interest to let the public know and transparency, these warrants are in the SB packet whenever you're having a meeting and any bills that are paid by the Town are listed there for people to review.

K. Selectmen's Report:

6:33 PM

Ms. Dow said that I was part of the Land Use Summit yesterday afternoon. We talked about different ways to protect open space in Town. It was a great meeting. I know we're going to get together again in August. Some thoughts were to look into impact fees for development. We talked about how to avoid the Dennett Road situation in Kittery, which was a large development that was proposed to go in, so we talked about how we can protect our Town against a large development like that. Stormwater issues were also talked about.

Mr. Widi said that our group talked about affordable housing and volunteerism. We had Footprints there, a representative from KACTS, and a representative from Fair Tide Housing. We talked about solving some of the housing issues that we're having, the affordable housing issues. As some of you may know, we did increase the size of the ADUs from 650 square feet to 1,000 square feet but not many people are adapting to that. So, I was task to come back to you for a potential campaign to let people know that they have the ability to create ADU's at their residences – an accessory dwelling unit or mother-in-law apartment, whatever. It would have a relatively minor impact on the infrastructure on Eliot but it would start adding affordable housing, specifically for working-class people. You don't see a lot of white-collar people living in an ADU. So that a lot of people aren't aware of it or have considered it. So, they could dive into the math of, if somebody is having a hard time with their tax burden, offsetting some of that with an ADU or some potential option. Maybe that could be explored moving forward. Another one was a quarterly newsletter that different departments could put small articles in. We've had complaints from people that they don't know about 'that' or 'this' and a quarterly newsletter might help. Getting a little bit of information from each department and putting it in there about what's happening. It would be beneficial. There was talk of using the lighted signs like we have at the entrance, here. Move them around Town and notifying people that a newsletter is available

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602 so they can seek it out. A lot of times, stuff is on the website but it is
603 underutilized. It's a way of reaching out to people.

604
605 Mr. Shapleigh asked Mr. Widi what he was thinking about as far as taxes and
606 ADUs.

607
608 **6:37 PM**

609 Mr. Widi said that I was thinking about people who are concerned with their
610 personal revenues moving forward. If you're being forced to retire and maybe you
611 have a home equity line of credit, or something, and you want to invest in an
612 ADU. Maybe explain what a good investment in an ADU is and how it might be a
613 good investment for them. Their taxes would probably go slightly up because of
614 added valuation. It's also an investment for Eliot because we have more
615 affordable, a more diverse population. We are becoming more and more
616 gentrified. It is what it is. That isn't a bad thing and having a good balance in your
617 Town has always been preferred.

618 Mr. Shapleigh said that you're thinking about a tax credit for people who put an
619 ADU on in their existing building.

620
621 Mr. Widi said that they didn't mention that but I think if we start by getting the
622 word out and going from there. Maybe a possible tax deferment or credit for a
623 short period of time for the added valuation of their home. So, if you put an ADU
624 on, your home value wouldn't be taxed extra for maybe five years, or something
625 like that. Some sort of incentive. I'm just spit-balling, here. It doesn't lock us into
626 anything.

627
628 **6:39 PM**

629 Mr. Donhauser said that I attended a summit this morning and it was very
630 interesting. It was for financial forecasting and the Finance Director and Assessor
631 were the presenters. The people who attended were myself, Ed Strong (Budget
632 Committee), Nedra Shar (Aging-in-Place Committee), and one more person. It
633 was a great discussion and I want to applaud Mr. Sullivan for doing this because
634 there were department people among our staff and committee members, and
635 anyone from the public could attend. We talked about assessments and that the
636 actual mil rate appears to be going down this year, primarily through the Assessor
637 reassessing not only the commercial properties along Route 236 but he's also
638 looking at residential properties throughout Town, and not individually but as
639 neighborhoods (to bring equity). You can be in a neighborhood and your house is
640 assessed 'here' and you neighbor's house is assessed 'here' and it should be equal
641 across. There's a number of businesses along Route 236 that haven't been
642 reassessed in a number of years and they have now been reassessed. What's
643 interesting is that they are not appealing the assessment; that they know that the
644 commercial value of their commercial property has gone up. That only helps in
reducing the mil rate, which is the amount of money per \$1,000 of assessed value.

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645 So, if your real estate taxes are going up, it's not primarily because of the Town's
646 budget. Your tax bill represents the Town portion of the mil rate, 25% of the tax
647 bill. The other 75% is made up from the school and county, which we don't
648 control. We talked a lot about assessment and how it's done. We also talked about
649 some of the problems and issues that our Finance Director is having with our
650 annual audit and the difficulties she's experiencing. Also, a potential transfer of
651 our payroll being done in-house to being done outside to a vendor.
652

653 **6:42 PM** Mr. Sullivan clarified that it would be a software system.
654

655 Mr. Donhauser agree. The Finance Director also had some very interesting input
656 for this discussion. It was great and, again, I think this idea of what we call
657 summits is a great idea.
658

659 **6:43 PM** Mr. Sullivan said that I would like to thank the SB and everyone else who
660 participated. I think it was a really good civic exercise. Just so people know, there
661 were no minutes taken but were consistent with open meeting laws. There were
662 no cameras, there is no recording. We wanted people to have free reign to say
663 what they wanted to say and not feel restrained. The staff was very excited about
664 it. They did really well as facilitators. I want to thank Wendy Rawski, Brentley
665 Martin, Kristin McNulty, Melissa Albert, and Elliott Moya for leading their
666 respective summits. They did a good job. We're meeting on Monday to talk about
667 what we can do to improve that communication tool and anyone who participated
668 or has input is certainly welcome.
669

670 **6:44 PM** Mr. Donhauser said that we encourage anyone from the public to attend because
671 you can ask questions right to the person that's actually doing the work.
672

673 Mr. Sullivan said that you are normally scheduled for a July 28th meeting. We've
674 talked about not having the July 28th meeting and going to the August 11th
675 meeting. The Chair can always call one if there is an emergency. I don't know
676 how the rest of the Board members feel but I was proceeding to not have a
677 meeting on the 28th. We've got two meetings this week and three meetings with
678 the Special Town Meeting.
679

680 The SB agreed not to have the July 28th meeting.
681

682 **6:46 PM** Mr. Sullivan said that I had mentioned that we were working with Maine
683 community colleges. Also, as a result of last night's meeting, we've started to
684 work on performance-based evaluations. I gave a draft to you. I asked you to
685 review it. It would start with me and then cascade through the whole organization.
686 Everybody would be evaluated under the same tenants and roles but each person
687 would have individualized what they're going to do. What trainings they want to

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688 take. What achievements they want to have. What other milestones they might
689 need in their career. So, I gave you a draft and hopefully I'll get input from you
690 individually. I hope to start implementing that immediately. We haven't set the
691 percentage, yet, but that is something we would have to calculate. If somebody
692 was to achieve above 21 points in the scoring, they would get 1%, let's say, if that
693 is what it was set at.

694
695 Mr. Shapleigh said, regarding the percentage, some people's salary of \$40,000 is
696 a lot more than someone's salary of \$20,000.

697
698 Mr. Sullivan said that, to that point, we would try to incorporate the degree of
699 difficulty into that. So, if you're already a higher-paid employee, the expectation
700 is that your goals need to be much more difficult, much more stringent, than
701 someone who is not earning as much. That comes as part of setting the goals for
702 each one of the participants. And it's voluntary. If you didn't want to participate,
703 you wouldn't realize anything.

704
705 **L. Adjourn**

706
707 **Mr. Donhauser moved, second by Mr. Shapleigh, that the Select Board**
708 **adjourn.**

709
710 **Roll Call Vote:**

711
712 **Mr. Donhauser – Yes**

713 **Mr. McPherson - Yes**

714 **Mr. Widi – Yes**

715 **Ms. Dow – Yes**

716 **Mr. Shapleigh - Yes**

717
718 **Unanimous vote to approve motion.**

719
720 The meeting adjourned at 6:48 PM.

721
722 **Respectfully submitted,**

723
724 **Ellen Lemire, Recording Secretary**

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727 **Mr. Robert McPherson, Secretary**

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729 **Date approved:**
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Eliot Town Manager Report

November 3, 2022

Submitted by

Michael J. Sullivan to the Eliot Selectboard

Honorable Select Board, this is an abridged accounting of some of the projects and issues I and the dedicated municipal staff have been working on lately for the benefit of the Town of Eliot and its citizens.

Eliot Police Department Maine Accreditation



At the October 27 Select Board meeting we were honored to host a presentation from Chief Edward Toland (retired) representing the Maine Chiefs of Police Association as Executive Director and Chief Shawn O'Leary (retired) of Dirigo Safety (third party standards evaluator) who conferred the Eliot Police Department with certification giving the department Maine Law Enforcement Accreditation status.

Chief Elliot Moya spoke about the team effort from all the department members. This process reviews all aspects of law enforcement and provides a medium for the department to assess itself as it unfolds. This is a significant achievement which everyone in the Eliot Police Department shares in the success and is deserving of the accolades which accompany such an attainment.

Beyond the credibility and confidence this hard-earned exercise gives a police department better perspective an understanding of their role as law enforcement professionals, therefore reduces risk and liability. This added protection against civil litigation and/or insurance claims will pay significant returns in the future, both in avoidance and premium. Again, congratulations to all members of the EPD team!

Climate Resiliency Discussion. Recently, Eliot Planner Jeff Brubaker convened a group of interested parties at Green Acres (thank you Frank Robinson et al.) for a workshop on climate resiliency supported by SMPDC. It was both informative and helpful in understanding the challenge and brought to light some strategies which may be considered.

Housing, transit, more energy efficient public buildings, sustainable building practices and a host of other issues were brought to the table. There were about twenty-five people in attendance, including Select Board Chair Richard Donhauser and State Representative Michelle Meyer.

This is a project is a great compliment to the Comp Plan Update which is slated to begin Wednesday November 9th at 7 PM (see town website for more details).

Town Hall goes to YCCC. Finally, we will be able to attend the trainings for Customer Service and De-escalation at York County Community College. The last attempt was thwarted by a CV19 outbreak in Town Hall. It seems we have that in the rear-view mirror.

This type of training and skill building is vital for us to serve the community. We thank Cait Grant for her help on this project and to Kristen Weingarten for securing grant funding through the Alford Workforce Development Fund.

Municipal Fund Investments. Finance Director Kristin McNulty and I are happy to report we will be transferring the last of our funds held by our previous bank to a municipal investment entity. Bartholomew & Company, they are a fully insured fiduciary which is focused primarily on municipal investments.

They in all cases make sure town investments are from the legal list of investments set by the State of Maine, the investments are not overly aggressive and protected to the greatest extent possible. Bartholomew is also assisting in updating out investment policy.

The record of return for other communities far outpaces any returns Eliot has historically had recently, with more attention to this important component of the community's fiscal health we will turn a cost center into a profit center, as it has actually lost money over the last several years. Even during a robust period of investment nationally.

This comes on the heels of changes we have made by migrating the other funds over to Kennebunk Bank from our former bank partner, saving us over ten thousand dollars annually.

Bonding. We also have met with USAFI our bond advisor to discuss some borrowing strategies. It is a tool which there has been some apprehension to use it seems for Eliot's benefit. I do hope we can overcome that trepidation with sound arguments as to why it makes sense.

All I am asking is for citizens and leaders to keep an open mind and I promise I will use the "tool" if allowed judiciously to meet the needs of the Town of Eliot. There has been a number of worthwhile projects which may benefit if approached properly in a cost saving method.

There also are some opportunities to look outside the normal course of action by going to the open bond market with a credit rating, which would also lower costs. More to come!

Veterans' Day. Eliot American Legion Post #188 invites the public to a Veteran's Day Ceremony to be held at the Mount Pleasant Cemetery commencing at 11 AM. Please arrive a few minutes before to join

Post #188 in honoring our fallen veterans on the 11th day of the 11th month at the 11th hour as is tradition.

Post 188 also invites the community to a remembrance for Veteran Phil Lytle's who will be honored at 2 PM at Brooks Cemetery also November 11th, this will be followed by an "Open House" beginning at 3 PM at the American Legion 455 Main Street.

Software Upgrades. Just as an FYI there are a number of software upgrades, we are working on and considering from Clear.Gov to a more fluid "time clock" system. I will be covering those in future reports as they become clearer. Every one is intended to bring efficiencies and transparency to government in Eliot.

Anniversary. Just a note I recently celebrated my 1st year as Eliot's Town Manager. I want to thank the incredible citizen's who have cheered me on in this last year, I greatly appreciate the support and leadership exhibited by the Select Board and it goes without saying for giving me the opportunity to work with a truly remarkable and talented group of colleagues. Thank you.

Respectfully submitted,

Michael J. Sullivan

Town of Eliot, Manager

Cable Television Renewal Franchise Agreement
Between the Town of Eliot Maine and Comcast
November 1, 2022

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Administrative Issues

1. Statement of Agreement

This Franchise Agreement (the "Agreement") is made and entered as of November 1, 2022 between the Town of Eliot (hereinafter "Franchise Authority" or The Town"), Maine and Comcast of Maine/New Hampshire, Inc. (hereinafter "Franchisee" or "Comcast") a New Hampshire corporation organized and existing in good standing under the laws of the state of Maine (the "Franchisee").

2. Title

This Franchise Agreement shall be known and cited as the "Renewal Cable Television Franchise Agreement between the Town of Eliot, Maine and Comcast." Within this document it shall also be referred to as "this Franchise" or "the Franchise".

3. Parties

A. The Town

1. Name: The Town of Eliot
2. Contact: Town Manager
3. Mailing Address: 1333 State Road
Eliot, Maine 03903
4. Telephone: 207-439-1813

B. Franchisee

1. Name: Comcast of Maine/New Hampshire, Inc.
2. D/B/A: Comcast
3. Contact: Director, Government and Community Relation
4. Mailing Address: 4 Omni Way, Chelmsford, MA 01824
5. Telephone: 978-267-4278

C. Franchisee Local Business Office

As required by 30-A MRSA §3010 (1)(B), and 47 CFR §76.309(c)(1)(v) Franchisee shall maintain a Conveniently Located business office that must be open during usual business hours and have a listed toll-free telephone number capable of receiving complaints, requests for adjustments and service calls.

1. Business Office Address: 336 Bath Road, Brunswick, Maine 04101
2. Toll-free Customer Service Number: 1-800-Comcast

D. Addresses

Such addresses may be changed by either party upon 30-days prior written notice to the other party.

4. Notices (Communications)

All notices required to be provided in this Agreement shall be provided in writing via e-mail, overnight or certified mail to:

1. Franchisee: to the Franchisee contact at the mailing address in Section 3;
2. Town: to the Municipal Contact at mailing address in Section 3.

5. Grant of Authority

Pursuant to the authority in 30-A M.R.S.A. §3008 and 3010, and subject to the terms and conditions set forth herein, the Select Board of the Town of Eliot as the Local Franchise Authority, hereby grants a non-exclusive, revocable cable television franchise to Comcast authorizing and permitting the Franchisee to own, construct, upgrade, install, operate and maintain a Cable Television System within the Town of Eliot

A. Franchise Area

Franchisee is hereby granted by the Franchise Authority, where it has the right to do so, the right and privilege to own, construct, reconstruct, erect, operate and maintain, in the Town of Eliot" (herein called the "Franchise area" or the "Town"), in, upon, along, across, above, over and under the Rights of Way now laid out or dedicated, and all extensions thereof and additions thereto, poles, wires, cables, optical fibers, underground conduits, manholes and other television and radio conductors and fixtures necessary for the installation, maintenance and operation of a Cable System. In the event of annexation by the Town, any new territory shall become part of the area covered upon sixty (60) days advance written notice by the Town to the Franchisee.

B. Limited Grant

The Franchise Agreement is intended to convey limited rights and interests only as to those Rights-of-Way in which Town has an actual interest. It is not a warranty of title or interest in any Right-of-Way; it does not provide Franchisee any interest in any particular location within the Right-of-Way; and it does not confer rights other than as expressly provided in the grant. The Franchise Agreement does not deprive Town of any powers, rights, or privileges it now has or may later acquire in the future to use, perform work on, or to regulate the use of, and to control the Right-of-Way in a non-discriminatory manner as to all users of the rights of way, including without limitation the right to perform work on its roadways, Right-of-Way or appurtenant drainage facilities, including but not limited to, constructing, altering, removing, paving, widening, grading, or excavating.

C. Non-Exclusivity

Franchisee's rights and privileges are non-exclusive, and the Town of Eliot expressly reserves the right to grant other such franchise agreements in the Town, provided, however that any such additional franchise shall not be on terms and conditions that are materially more favorable or less burdensome than those provided for herein.

D. Eminent Domain not Conferred

No privilege or power of eminent domain is bestowed to Franchisee by the Town of Eliot by this grant of this Franchise.

6. Term

This Franchise shall commence upon the effective date of this Agreement and shall expire ten (10) years thereafter on October 31, 2032, unless renewed, revoked or terminated sooner as herein provided.

7. Governing Law

This Franchise Agreement shall be governed by and be subject to federal law, all applicable FCC rules and regulations and the laws and rules of the State of Maine. Franchisee shall be subject to the jurisdiction of the courts of the State of Maine in any suit arising out of this Franchise Agreement except that this provision shall not limit Franchisee's right to initiate a proceeding or to remove a proceeding to the United States District Court for the District of Maine.

8. Effect of Acceptance

By accepting the Franchise, Franchisee and Town of Eliot: (1) acknowledge and accepts each party's legal right to execute and enforce the Franchise; and (2) accept and agree to comply with the provisions of this Agreement and generally applicable, non-discriminatory municipal ordinances; and (3) neither party will raise any procedural claims attempting to invalidate the agreement.

9. Definitions

For the purpose of this Franchise Agreement, the following words, terms, phrases, and their derivations shall have the meanings given herein, unless the context clearly requires a different meaning. When not inconsistent with the context, words used in the present tense included the future tense, words in the plural number include the singular number, and words in the singular number include the plural number. The word "shall" is always mandatory and not merely directory, except where noted. Where the following definitions are in conflict with definitions in law, it is the express intent that the definition in applicable Federal or State law shall take precedence

Affiliate or Affiliated Person: An entity which owns, or controls is owned or controlled by, or is under common ownership with a Cable Operator.

Area Outage: An area outage occurs when cable or equipment is damaged, fails or otherwise malfunctions (collectively called "malfunctions"), and ten or more Subscribers receiving services from that section of cable or that equipment receive unusable or no service as a result of that malfunction.

Basic Cable Service: The lowest service tier transmitted to all Subscribers, which includes, at a minimum, (a) all signals of domestic television broadcast stations entitled to "must carry" status under FCC rules, and (b) any public educational and governmental programming required by this Franchise Agreement to be carried on the basic tier.

Broadcast: Over-the-air transmission by a radio or television station.

Cable Act: Cable Communications Policy Act of 1984 (the "1984 Cable Act"), Public Law No. 98-549, 98 Stat. 2779 (1984), as amended by the Cable Television Consumer Protection and Competition Act of 1992 (the "1992 Cable Act"), Public Law No. 102-385, 106 Stat. 1460 (1992) and the Telecommunications Act of 1996, Public Law No. 104-104, 110 Stat. 56 (1996), as the same may be amended from time to time.

Cablecast: Programming (exclusive of Broadcast signals) carried on the Cable System.

Cable Service or Service: The one-way transmission to Subscribers of video programming or other programming service, together with Subscriber interaction, if any, which is required for the selection or use of such video programming or other programming service.

Cable System: Shall be defined in accordance with Section 602 of the Cable Act. A facility consisting of a set of closed transmission paths and associated signal generation, reception and control equipment designed to provide Cable Service (including video programming) to multiple Subscribers within a head-end service area. This shall mean the facility serving the Town owned, constructed, installed, operated and maintained by Franchisee, consisting of a set of closed transmission paths and associated signal generation, reception, and control equipment that is designed to provide cable service which includes video programming and which is provided to multiple subscribers within a community, but such term does not include (a) a facility that serves only to retransmit the television signals of one or more television broadcast stations; (b) a facility that serves subscribers without using any public right-of-way; (c) a facility of a common carrier which is subject, in whole or in part, to the provisions of Title II of the Cable Act, except that such facility shall be considered a cable system (other than for purposes of section 621(c) of the Cable Act) to the extent such facility is used in the transmission of video programming directly to subscribers unless the extent of such use is solely to provide interactive on-demand services; or (d) an open video system that complies with section 653 of this title, or (e) any facilities of any electric utility used solely for operating its electric utility systems.

Channel or Video Channel: A portion of the electromagnetic frequency spectrum which is used in a Cable System and which is capable of delivering a television channel.

Company: Any Person or Persons owning, controlling, operating, managing or leasing a Cable System within the Town, pursuant to any Franchise granted to it by the Town. This term shall include any lawful successor(s) to the interest of such Person or Persons where consent to such successor(s) is approved under any applicable terms of the Franchise Agreement.

Contractor or Subcontractor or Agent: Any person or entity who or which directly or indirectly works for or is under the direction of "The Franchisee" for the purpose of installation or repair of any portion of the Franchisee's Cable system in the Town.

Conveniently Located: A Franchisee office that is located as agreed by both parties.

Converter: A special tuner or device attached to the Subscriber's television set that expands reception capacity and/or unscrambles coded signals distributed over the Cable System.

Designated Access Provider: The entity or entities which may be designated from time to time by the Issuing Authority to provide PEG access to the residents of the Town.

Downstream Channel: A channel over which Signals travel from the Cable System Head end to an authorized recipient of programming.

Downstream Transmission: Signals traveling from the head-end to the Subscriber's location.

Drop or Cable Drop: The interconnection between each home or building and the feeder cable of the Cable System.

FCC: The Federal Communications Commission or any successor agency.

Feeder Cable: The cable, connected to trunk cable, from which cable television signal service is distributed to multiple Subscribers, as distinguished from trunk cable (which distributes cable television service throughout the Franchise area) and drop cable.

Franchise Agreement: The non-exclusive Cable Television License to be granted to Company by this instrument to include the right, privilege and franchise to construct, operate and maintain a Cable System, and appurtenances or parts thereof, in the Streets, roads, alleys, and other Public Ways of the Town.

Gross Annual Revenue: Revenue of any form or kind received by the Franchisee from the carriage of Cable Service over the Cable System serving the Town of Eliot including, without limitation: the distribution of any Cable Service over the System; Basic Service monthly fees; all other Cable Service fees; fees paid for pay and/or pay-per-view services, installation, reconnection, downgrade, upgrade and any other similar fees; fees paid for channels designated for commercial use; converter, remote control and other equipment rentals, and/or leases and/or sales; all home shopping service(s) revenues; and advertising revenues. Gross Annual Revenue shall not include any taxes or fees other than franchise fees on services furnished by Franchisee

imposed directly on any Subscriber or user by any governmental unit and collected by Franchisee for such governmental unit. In the event that an Affiliate is responsible for advertising on the Cable System in the Town, advertising revenues shall be deemed to be the pro-rata portion of advertising revenues excluding commissions and/or applicable agency fees, paid to the Franchisee by an Affiliate for said Affiliate's use of the Cable System for the carriage of advertising. It is the intention of the parties hereto that Gross Annual Revenues shall only include such revenue of Affiliates and/or Persons relating to the provision of Cable Service over the Cable System and not the gross revenues of any such Affiliate(s) and/or Person(s) itself, where unrelated to Cable services. Gross Annual Revenue shall be computed in accordance with Generally Accepted Accounting Principles.

Head-end: A Franchisee owned or leased facility through which Broadcast and cablecast signals are electronically acquired, translated, or modified for distribution over the Cable System.

Interactive Service: Any service that offers to Subscribers the capability of both transmitting and receiving Signals of any kind.

Leased Channel or Leased Access: A video channel which the Licensee shall make available pursuant to Section 612 of the Cable Act.

Origination Point: A connection to the cable system which is provided to allow for live or recorded programming to be transmitted from that location Upstream to the Head-end and from there Downstream to the Subscribers over one or more access channels.

Other Programming Service: Information that Franchisee may make available to all Subscribers generally.

Outlet: An interior receptacle, generally mounted in a wall, that connects a subscriber's or user's television set to the Cable System.

Parent: When used in reference to Franchisee, any Person holding direct or indirect ownership or control of thirty percent (30%) or more of the rights of control of Franchisee; and any Person holding such ownership or control of a Parent to Franchisee.

Pay Cable or Premium Service: Optional programming delivered for a fee or charge to Subscribers on a per-channel basis, or as a package of services.

Pay-Per-View: Programming delivered for a fee or charge to Subscribers on a per-program or time basis.

PEG: Public, Educational, and Governmental; used in conjunction with Access Channels, support and facilities.

Person: Any corporation, partnership, limited partnership, association, trust, organization, other business entity, individual, or group of individuals acting in concert.

Programming or Video Programming: Programming provided by, or generally considered comparable to programming provided by, a television broadcast station.

Public Building: All state accredited public schools, police and fire stations, public libraries, Town Hall, and other public buildings owned or leased by the Town, but shall not include buildings owned by the Town but leased to third parties or buildings such as storage facilities at which government employees are not regularly stationed.

Public Way, Streets or Rights-of-Way: The surface of, and the space above and below, any public Street, highway, bridge, land path, alley, court, boulevard, sidewalk, parkway, way, lane, Public Way, drive, circle, or other public right-of-way, including, but not limited to, public utility easements, dedicated utility strips, or rights-of-way dedicated for compatible uses and any temporary or permanent fixtures or improvements located thereon now or hereafter held by the Town, in the Town which shall entitle the Franchisee to the use thereof for the purpose of installing, operating, repairing, and maintaining the Cable System. "Street" or "Public Way" shall also mean any easement now or hereafter held by the Town within the Town for the purpose of public travel, or for utility or public service use dedicated for public travel, or for utility or public service use dedicated for compatible uses, and shall include other easements or rights-of-way as shall within their proper use and meaning entitle the Franchisee to the use thereof for the purposes of installing or transmitting the Franchisee's Cable Service or other service over poles, wires, cables, conductors, ducts, conduits, vaults, manholes, amplifiers, appliances, attachments, and other property as may be ordinarily necessary and pertinent to the Cable System. Reference herein to "Public Way" or "Street" shall not be construed to be a representation or guarantee by the Town that its property rights are sufficient to permit its use for any purpose, or that the Town shall gain or be permitted to exercise any rights to use property in the Town greater than those already possessed by the Town.

Signal: Any transmission of electromagnetic or optical energy which carries Video Programming from one location to another.

State: The State of Maine.

Subscriber: Any person, firm, corporation, or other entity who or which elects to subscribe to for any purpose, a Cable Service provided by the Franchisee by means of, or in connection with, the Cable Television System.

Subscriber Network: The 750 MHz bi-directional-capable network to be owned and operated by the Franchisee, over which Cable Service(s) can be transmitted to Subscribers

Town: The Town of Eliot Maine, or its successor

Transfer: The disposal by the Franchisee directly or indirectly, by gift, assignment, sale, merger, consolidation or otherwise, of the ownership or control of the System or of the Franchise Agreement to a Person, or a group of Persons acting in concert.

Two-way Capability: The ability to transmit Signals upstream and downstream on the Cable System.

Upstream Channel: A channel over which Signals travel from an origination point to a system distribution point.

Upstream Transmission: Signals traveling from origination points on the Cable System to a cable distribution point.

10. Construction and Maintenance

A. General Provisions

1. Quality

In the construction, reconstruction, maintenance and repair of the Cable System, Company shall ensure the Cable System meets the rules and regulations of the Federal Communications Commission.

2. Compliance with Laws and Regulations

All work, including all working conditions and facilities, associated with the construction, operation, maintenance, repair and removal of the Cable System shall comply with:

- a. All applicable Federal Laws, Rules and Regulations;
- b. All applicable State Laws, Rules, Regulations and Codes, including building and electrical codes; and,
- c. All generally applicable ordinances, including zoning ordinances, of Town.

Company shall obtain all generally applicable permits before commencing any construction, reconstruction, repair, maintenance, or other work or property use in the public rights of way. Permits for emergency work shall be obtained as soon as possible, but in no event later than one business day after the work is begun. The grant of permits by Town shall be timely and shall not be unreasonably withheld.

3. Public Ways Hazards

Any openings or obstructions in Streets or other municipal or public property made by Company shall be guarded and protected at all times by the placement of adequate barriers, fences, boarding's or other protective devices at the sole expense of Company. During the periods of dusk and darkness, the protective devices shall be clearly designated by warning lights.

4. Tree Trimming

Company shall have the authority to trim any trees upon and overhanging Town's Streets or Public Ways to the minimum extent necessary to prevent the branches of such trees from coming in contact with the wires and cables of Company; provided that, except for incidental trimming done by Company employees in the course of performing their other duties, any tree trimming within the rights of way of Town's Streets and Public Ways done by Company shall take place only after providing 48-hour notice to the Town Manager. In performing tree trimming, Company shall use its best efforts to avoid any unnecessary damage or injury to trees and shall comply in all respects with any Town ordinances governing tree trimming.

5. Restoration of Damage

Company, at its sole expense, shall restore all damage to property, both public and private, caused by the construction, operation, maintenance or repair of the Cable System, so as to return the damaged property to a condition as good as reasonably possible before the damage was done. Such restoration shall be made as soon as practicable after completion of work necessitating the restoration. Absent force majeure, such restoration shall be made insofar as reasonably possible within fifteen business days, weather permitting, after Company's receipt of notification from the owner of the property so damaged unless otherwise mutually agreed by Company and the property owner; provided, that if any such damage involves curbs, sidewalks or driveways, the damage shall be repaired to the satisfaction of Town (curbs and sidewalks) or the owner or tenant in possession of the property (driveways) within ten business days. Company shall provide Town with immediate notice for any damage Company causes to: Streets, water-mains, storm or sanitary sewers, or other public facilities. If Company does not make the repairs to such public facilities, Company shall be financially liable for the reasonable cost of any repairs. If Company fails to make such restoration on a timely basis, Town may fix a reasonable time for such restoration and repairs and shall notify Company in writing of the restoration and repairs required and time fixed for performance hereof. Upon failure of Company to comply within the specified time period, Town may cause proper restoration and repairs to be made and the reasonable expense of such work shall be paid by Company upon demand by Town.

6. Contractors, Subcontractors and Agents

All contractors, subcontractors and agents of Company must be properly licensed under all applicable federal, state and local laws and regulations.

B. Cable System Location

1. Map of Physical Facilities

With reasonable advanced notice to Company Town shall have the right to inspect street maps which identify the location of all trunk and feeder runs including underground. Said maps will be maintained by Company and available upon request.

2. Location of System

Wherever available to Company on reasonable terms and conditions, the distribution system shall use the existing facilities of the public utilities. Poles shall not be installed for the sole purpose of supporting a portion of the distribution system without written justification and approval of Town, which approval shall not be unreasonably withheld, pursuant to Town's generally applicable law, ordinances, rules and regulations.

- a. Where the cable or wire facilities of the public utilities are installed underground, Company shall install its cable distribution system underground. Vaults and pedestals shall be suitably landscaped.
- b. In all areas where public utility lines are aerially placed, if subsequently during the term of this Franchise Agreement such utility lines are relocated underground, Company shall similarly relocate its cable distribution system underground at its sole expense. If other owners of utility lines or other users are entitled to reimbursement for such relocation costs and the source of funding for said reimbursement allows it, Company shall have its relocation costs reimbursed as well.

3. No Interference with Rights of Way

Except during temporary construction, installation, or maintenance activities, all lines, cables and distribution structure, and equipment, including poles and towers, erected, installed or maintained by Company within the Town shall be located so as not to obstruct or interfere with the proper use of Streets and Public Ways and to cause minimum interference with the rights of property owners who abut any of the said Streets and Public Ways, and not to interfere with existing public utility installations. Company shall not place new poles, towers or other obstructions in Streets or Public Ways, or relocate existing poles, towers or other obstructions, without first obtaining Town's approval, which approval shall not be unreasonably withheld. Company shall have no vested right in any location, and such construction shall be removed by Company at its own cost and expense whenever the same restricts or obstructs or interferes with the operation or location or any future operation or location of said Streets or Public Ways by the Town for a municipal purpose.

Company shall at all times comply with applicable state laws including but not limited to 35-A MRSA Chapter 25 (e.g., pole location permits) and 23 MRSA §2351(excavation permits).

4. Construction By Town

If at any time during the term of this Franchise Agreement Town shall elect to alter, or change the grade or location of any Street, or shall engage in any construction, reconstruction, widening, repairs or other public works in, on or under the Streets, Company shall, upon reasonable notice by Town, remove and relocate its poles, wires, cables, conduits, manholes and other fixtures ("fixtures") at its own expense, and in each instance comply with the Town's generally applicable, non-discriminatory standards and specifications. If other owners of utility lines or other users are entitled to reimbursement of costs for relocations required by this section and the source of funding for said reimbursement allows it, Company shall have its relocation costs reimbursed as well.

5. No Interference with Other Fixtures

Company shall not place fixtures above or below ground where the same will unreasonably interfere with any existing or fully permitted gas, electricity, telephone fixtures, water hydrants, or other utility use, and all such fixtures placed in or upon any Street shall be so placed as to comply with all generally applicable requirements of Town or other state authority.

6. Temporary Relocations

Company shall, on request of any Person holding a permit issued by Town or other appropriate authority, temporarily move its fixtures to permit the moving or erection of buildings or other objects, with the expense of any such temporary removal to be paid in advance by the Person requesting same, and Company shall be given reasonable notice to arrange for such temporary relocation. Company shall bear any expense to temporarily move its fixtures to permit the moving or erection of publicly owned or constructed buildings or other objects.

C. Communications

1. Company Notice

Except in an emergency, and except for interruptions of four hours or less, Company shall give Subscribers at least 24 hours' notice, if practical, of any interruption of service lasting four (4) hours or longer, for purposes of maintenance or repair. In an emergency, Company shall give such notice as is reasonable in the circumstances. Notice given on the alphanumeric channels on Basic Cable Service shall be considered sufficient. During the rebuild of the Cable System, Company shall not be required to provide 24-hour notice of any interruption of service if such interruption is the direct result of rebuild work. However, Company shall be required to provide written notification to Subscribers and the Town of planned rebuild work schedules and when Subscribers may experience service interruptions in excess of four hours. Company shall use its best efforts to minimize the length

of any service outage due to the rebuild. Franchisee shall promptly notify the Town in writing of any significant interruption in the operation of the Cable System. For this purpose, a "significant interruption" shall mean any interruption of more than four hours to more than ten Subscribers.

2. Subscriber Requesting Maintenance

Subscribers may request maintenance at the Business Office of Franchisee or by calling the toll-free telephone number each of which is required by 30-A MRSA §3010(1)(B).

3. Company Responses

Company responses to such requests shall be governed by the applicable standards of the Federal Communications Commission and state law.

4. Subscriber-Owned Equipment Excluded

The requirements for maintenance and repair shall not apply to Subscriber television or radio receivers or other Subscriber-owned equipment.

11. Operations

A. Performance Standards

1. System Design

a. Upon written notice Company shall provide The Town with a description of the current system design and operational standards. Such description shall include at a minimum, Cable materials, (i.e. coaxial cable or fiber), the bandwidth capacity of the system in MHz, the channel capacity of the system, bi-directional capability, overall measured system reliability and performance in respect to FCC requirements and any other relevant standards that the Company may wish to describe. This requirement does not preclude the Company from providing this information to the Town in advance of the signing of this Franchise.

b. If the Company elects to upgrade its system in the Franchise Area, the Company shall notify the Town.

2. Operations

The Cable System shall be constructed, operated and maintained to comply with all applicable standards of the Federal Communications Commission.

B. Performance Testing

Town is entitled to review copies of FCC Proof of Performance upon request.

C. Emergency Alert System

Company shall comply in full with the requirements for an Emergency Alert System (EAS) as provided in FCC regulations, 47 CFR Part 11, and with any applicable State emergency notification requirements not preempted by Federal law.

D. Subscriber Antennae

Notwithstanding a required disconnection of Subscribers' existing antennae and down leads to receivers connected to the Cable System, Company shall not remove or suggest to the Subscriber the removal of such antennae and down leads.

This allows subscribers to switch to their antenna to watch there over the air TV channels

E. Cable Compatibility

Company shall comply with applicable Federal Communication Commission standards for compatibility with consumer electronics equipment.

12. Insurance

A. Company Insurance

1. Company shall maintain insurance throughout the term of this Franchise and any removal period, with an insurance agency authorized to conduct business in the State of Maine, protecting as required in this Franchise, Company and listing the Town as an additional insured, against any and all claims for injury or damage to persons or property, both real and personal, caused by the construction, installation, operation, maintenance or removal of its Cable System.
 - a. The amount of such insurance for liability for damage to property shall be no less than One Million Dollars (\$1,000,000.00) as to any one occurrence. The amount of such insurance for liability for injury or death to any person shall be no less than One Million Dollars (\$1,000,000.00) as to any one occurrence. The amount of such insurance for excess liability shall be Five Million Dollars (\$5,000,000.00) in umbrella form. Policy will contain a provision that the Town will be provided thirty (30) days written notice or electronic mail (email) prior to any cancellation, material modification or non-renewal.

2. Company shall carry insurance against all claims arising out of the operation of motor vehicles and general tort or contract liability in the amount of One Million Dollars (\$1,000,000.00). Policy will contain a provision that the Town of Eliot will be provided thirty (30) days written notice prior or electronic mail (email) to any cancellation, material modification or non-renewal.
3. All insurance coverage, including Workers' Compensation shall be maintained throughout the period of this Franchise. All expenses incurred for said insurance shall be at the sole expense of the Company. The policy will contain a provision that the Town will be provided thirty (30) days written notice prior or electronic mail (email) to any cancellation, material modification or non-renewal.
4. Company shall provide Town with certificates of insurance upon execution of this Agreement or as otherwise provided by its insurance company.

B. Insurance to be provided by Subcontractors

All contractors and subcontractors shall provide adequate insurance coverage.

C. Indemnification of Town

Company hereby indemnifies and holds Town of Eliot its councilors, officers, agents, employees, members of boards and committees, with respect to the construction, installation, operation and maintenance of the Cable System, harmless from and against all expenses, losses and claims, demands, payments, suits, actions, recoveries, and judgments of any nature and description, other than as a result of the negligence of Town, including reasonable attorney's fees, resulting from claims, any act or omission of Company its agents or employees, in the construction, operation, maintenance, repair or service of its Cable System, or by reason of any suit or claim for royalties, license fees, or infringement of copyright or patent rights arising from Company's performance under this Franchise Agreement. In the event of the commencement of any action against Town of Eliot its councilors, officers, agents, employees, or members of boards and committees which is within the scope of this indemnification, Town will give notice thereof to Company within fifteen (15) business days after Town is formally served in any such action, and, after consultation with Town, Company will have the right to select and furnish counsel for the defense of any such action, at no cost or expense to Town of Eliot. Town's failure to give timely notice to Company of the commencement of any such action shall not relieve Company of its obligations under this section unless such failure to give timely notice causes actual prejudice to Company's ability to defend any such claim. Except for settlements involving only the payment of money, no settlement which creates an obligation for the Town, of any such action, or any claim therein, shall be made by Company or by counsel selected by Company without the approval of the Town of Eliot, which approval shall not be unreasonably withheld.

The extent of the indemnification agreement will not be limited by the requirements for liability insurance in this Agreement.

D. Indemnification of Company

The Town of Eliot will indemnify Company for any and all claims arising out of programming of PEG channels, except where Franchisee provided the programming.

E. Municipal Immunities

The provisions of this section, including the indemnity provisions in sub-section C and D and the procurement by Franchisee of insurance policies meeting the requirements of this section 12, shall not be interpreted or construed to effect any waiver, suspension, release or alteration of or to any and all immunity or other immunities or damage limits as may be available to the Town by law.

13. Performance Bond

A. Performance Bond

Company shall obtain and maintain during the term of this Franchise Agreement, at its sole cost and expense, and file with Town, an irrevocable performance bond, running to the Town, with a surety authorized to do business as a surety in the State of Maine to guarantee the faithful performance by Company to all of its obligations under this Franchise Agreement. Such performance bond shall be in the amount of at least twenty-five thousand (\$25,000) dollars.

B. Conditions

The performance bond shall provide, but not be limited to, the following conditions. There shall be recoverable by Town of Eliot, jointly and severally from the principal and surety, subject to the provisions in Section 23(C) within 30 days after written request by Town, any and all penalties due to Town's and any and all damages, losses, costs and expenses suffered or incurred by Town resulting from the failure of Company to comply with the construction or rebuild provisions of this Franchise Agreement. Such losses, costs and expenses shall include, but not be limited to, reasonable attorney's fees and other legal, consulting and auditing expenses.

C. Forfeiture

Subject to the provisions in Section 23C, the total amount of the bond or security fund shall be forfeited in favor of the Town in the event Company fails to complete its construction or rebuild obligations.

D. Replenishment

In the event that any portion of the performance bond or security fund is forfeited or withdrawn for any reason, Company shall be required to post an additional bond or replenish the security fund in an amount equal to the forfeiture within 30 days of the date of the forfeiture or withdrawal. Failure to post an additional bond or replenish the security fund on a timely basis shall constitute a violation of a material provision of this Franchise Agreement within the meaning of Section 23 hereof.

E. Town Rights

The rights reserved to Town of Eliot with respect to the Performance Bond are in addition to all other rights of Town, whether reserved by this Franchise Agreement or authorized by law, and no action, proceeding or exercise of a right with respect to such sections shall affect any other rights Town may have.

14. Records and Reports

A. Availability of Records to Town

Upon reasonable written notice to the Company the Town shall have the right to inspect Company's books and records during Normal Business Hours and on a non-disruptive basis, as are reasonably necessary to ensure compliance with the material terms of this Franchise, including any federal, state, laws or regulations or generally applicable ordinances referenced herein. Records should be produced within 5 business days of receipt of written request, unless for good cause Company responds that a longer amount of time will be needed. Such written notice from Town shall specifically reference the section or subsection of the Franchise, which is under review, so that Company may organize the necessary books and records for appropriate access by the Town. Company shall not be required to maintain any books and records for Franchise compliance purposes longer than three (3) years. Notwithstanding anything to the contrary set forth herein, Company shall not be required to disclose information that it reasonably deems to be proprietary or confidential in nature, nor disclose any of its books and records not relating to the provision of Cable Service in the Franchise Area. The Town shall treat any information disclosed by Company as confidential and shall only disclose it to employees, or Town's agents bound by a confidentiality and non-disclosure agreement reasonably acceptable to Company or as may be necessary to enforce the provisions hereof. Franchisee shall not be required to provide Subscriber information in violation of Section 631 of the Communications Act, and 47 USC §551.

Company shall at all times after the effective date maintain:

1. Records of all written complaints for a period of two (2) years after receipt by Company (The term "complaint" as used herein refers to complaints about any aspect of the Company's service operations, Complaints recorded will not be limited to complaints requiring an employee service call.);

2. Records of area outages for a period of two (2) years after occurrence, indicating date, duration, and the number of Subscribers affected, type of area outage, and cause;
3. Records of service calls for repair and maintenance for a period of two (2) years after resolution by Company indicating the date and time service was required, the date of acknowledgment and date and time service was scheduled (if it was scheduled), and the date and time service was provided, and (if different) the date and time the problem was resolved;
4. Records of installation/reconnection and requests for service extension for a period of two (2) years after the request was fulfilled by Company indicating the date of request, date of acknowledgment, and the date and time service was extended;
5. A map showing the area of coverage for the provisioning of Cable Services.

Town reserves its right to copy books and records as allowed under FCC regulation.

B. Annual Report

Upon written request from the Town of Eliot, Company shall provide to Town a summary of the Company's activities in the Town for the previous calendar year including a summary of:

1. Total number of cable subscribers;
2. Total miles of new cable plant installed;
3. Total number of service calls indicating number of dispatches and number repaired;
4. Listing of all charges and fees for cable or cable-related services;
5. All area outages, including date and duration;
6. The total revenues upon which a franchise fee (if any) is paid (broken down by major category);
7. The total franchise fee for the year;
8. Equipment or equivalent funding provided to the PEG channels(s) (if any);
9. Other information Company chooses to include. Upon written request by the Select Board.

C. Charges for Audits or Tests

If an inspection or audit of Company's records shows that Company underpaid the franchise fee by four percent or more for any payment period, Company shall reimburse Town for all reasonable costs including expert fees arising from the inspection or audit,

and any additional inspection or audit until it is determined Company is in full compliance.

In addition, except as federal law prevents the Town from enforcing any standards, if it is determined that Company has not materially complied with FCC technical standards, the Town shall have the right to charge all costs arising from these tests, including expert fees, to Company until it is determined that Company is in full compliance. Notwithstanding the foregoing, the obligation to pay the Town's costs for tests of the performance of the Cable System shall only arise if the Town's test is (1) a test of an area where Company has represented that it has corrected a problem, and the problem was not in fact corrected; (2) a second test of an area by the Town, where Company had been notified of the problem and been given an opportunity to cure it; or (3) where Company challenged the validity of a Town test, and the Town agrees to retest, and the re-test confirms the validity of the initial Town test. These charges are incidental to the enforcement of the Franchise; they do not limit any right Town may have to exercise any other remedy.

Municipal Benefits

15. Franchise Fee

A. Amount

Company shall provide a Franchise Fee to the Town of Eliot or its designee, equal to (3%) of its Gross Annual Revenues. The Company shall pay the Franchise Fee to the Town on a semi-annual basis, for the preceding six (6) months as of June 30th and December 31st of each calendar year and payment shall be due no later than forty-five (45) days after the end of the period for which payment was made.

1. Payment

The semi-annual payment shall include a statement showing the basis for the payment, including a breakdown by category (e.g., basic service, home shopping channels, advertising) of Gross Annual Revenues for the quarter.

2. Late Payments

In the event that the fees herein required are not tendered on or before the dates fixed in Section 15A above, interest due on such fee shall accrue from the date due at one and one-half percent (1.5 %) per month.

3. Acceptance of Payment

Acceptance of payment by Town shall not be construed as accord that amount paid is the correct amount. Town of Eliot reserves its rights to inspect relevant books and seek any underpayments due. If Town has not begun process to challenge or audit payment of franchise fee within twenty-four (24) months of receipt of final annual payment, and breakdowns provided pursuant to subsection 1 are certified, payment is deemed accurate.

16. Public, Educational and Governmental Access (PEG)

A. Use of PEG Access Channels

Channel capacity for public, educational and governmental ("PEG") access shall be provided in accordance with federal law, 47 USC §531 and §546, and as further set forth below.

B. Channel

Company provide the Town, at no charge, one (1) PEG Access channel for public, educational and governmental access programming. The PEG access channel shall at all times be accessible to all of Company's subscribers, including those subscribers who receive only Company's basic services. The PEG Access channel shall be available no later than June 30, 2023.

C. Reimbursement for PEG Costs Associated with Relocation of Channel

If the PEG channel is relocated by Company, Company shall reimburse the PEG provider for costs associated with changing logos, letterhead, business cards etc. to reflect a new channel number not to exceed One Thousand Dollars (\$1,000) The Town and Company may also negotiate the promotion of this change. Company will provide Town with at least thirty (30) days' notice of any relocation of any PEG channel.

E. Local Origination Points

Company will provide and during the term of this Agreement live PEG video origination capability from the Eliot Town Office (1333 State Road)

The PEG access signal carried on the Cable Television System shall be carried without material degradation in quality at all subscriber locations within the limits imposed by the technical specifications of the Cable System and set forth by the FCC. The Cable system shall be operated and maintained so as to comply with the technical standards set forth in the FCC's rules and regulations as they apply to Cable Television Systems.

E. PEG Facilities and Equipment Support

The Company shall provide, on behalf of the Town, total capital funding in the amount of \$25,000 paid within ninety (90) days of the effective date of the agreement. All equipment purchased with the funds will be owned, operated, and maintained by the Town.

17. Build-out

A. Area To Be Served

1. Company shall make Cable Service available to every residential dwelling unit within the Town where the minimum density is at least (20) dwelling units per aerial mile and (30) dwelling units per underground mile providing however, that any plant extension is measured from the existing Trunk and Distribution System and Company is able to obtain from property owners any necessary easements and/or permits on terms and conditions acceptable to Company. Subject to the density requirement, Company shall offer Cable Service at standard installation rates to all new homes or previously unserved homes located within One Hundred Twenty-Five (125) aerial feet of Company's Distribution Cable. For non-Standard Installations (those exceeding 125 aerial feet or underground) Company shall, upon receipt of payment and pending any identified construction or other issues (e.g., make ready, weather) offer said service within thirty (30) days of a Subscriber requesting such for aerial installations and sixty (60) days of a Subscriber requesting such for underground installations.
2. Regardless of the density requirements outlined above, Company shall provide a cost-sharing arrangement as follows. On the request of a resident desiring service, Company shall prepare an engineering survey and cost analysis to determine the cost of plant extension required to provide service to the subscriber. If a request for extension of service into a residential area requires the construction of cable plant that does not pass at least twenty (20) homes per mile, and thirty (30) homes per underground mile the Franchisee and those residents requesting Cable Services will each bear their proportionate share of construction costs. For example, if there are ten single family homes per mile who agree to subscribe to Cable Service, Company shall share one-half of the construction cost and the remaining cost will be shared equally among the residents requesting Cable Services. Company may require advance payment of the customer pro-rata cost prior to commencing construction.
3. Installation costs shall conform with the Cable Act. Any dwelling unit within an aerial 125 feet of the Trunk and Distribution Cable shall be entitled to a Standard Installation rate in accordance with applicable federal and state laws. Company shall annually publish and provide to town upon written request, and to each subscriber or potential subscriber who so request, a statement of its then established standard installation rate. Underground installations are considered non-standard installations. All non-standard installations shall be provided at a rate established by the Franchisee in accordance with applicable federal and state laws.
4. Provided Company has at least ninety (90) days' prior written notice concerning the opening of residential subdivision trenching, or of the installation of conduit for the location of utilities, and the density requirements outlined above are met, it shall install its cable in such trenching or conduits or may seek permission to utilize alternative trenching or conduits within a comparable time frame. The Town, or its designee, shall exercise reasonable efforts to have the Planning Board and developers give timely written notice of trenching and underground construction to Franchisee. Developer shall be responsible for the digging and back-filling of all trenches.

Consumer Issues

18. Rates & Services

A. Prices And Charges

1. All rates, fees, charges, deposits and associated terms and conditions to be imposed by Company for any Cable Service as of the Effective Date shall be in accordance with all applicable FCC's rate regulations. Before any new or modified rate, fee, or charge is imposed, Company shall follow the applicable FCC and State notice requirements and rules and notify affected Subscribers, which notice may be by any means permitted under applicable law. Nothing in this Franchise shall be construed to prohibit the reduction or waiver of charges in conjunction with promotional campaigns for the purpose of attracting or retaining Subscribers .

Complete information concerning billing and collection procedures, including dispute resolution, procedures for ordering changes in, or termination of services, and Company's discontinuation policies and procedures shall be provided to each subscriber at least annually.

2. The Town of Eliot acknowledges that certain costs of Public, Educational and Governmental ("PEG") Access and other Renewal Franchise requirements, may be passed through to Subscribers in accordance with federal law.

B. Basic Cable Service

Company shall make available a Basic Cable Service tier to all subscribers in accordance with 47 USC §534 and applicable regulations, including 76.1618 of the FCC Rules and Regulations, and shall provide notice of the basic tier pursuant to 30-A MRSA §3010.

C. Programming

Pursuant to federal law, all Video Programming decisions, excluding PEG Access Programming, are at the sole discretion of Company except that pursuant to 47 USC §544(b)(2) (B) and (h) and 47 CFR §76.1603. Town may require "broad categories" of programming.

19. Rights of Individuals

A. Customer Service

Company shall comply with all customer service federal laws, regulations of the FCC (currently at 47 CFR 76.309) and state laws as they may be amended from time to time.

B. Protection Of Subscriber Privacy

Company shall comply with all applicable federal and state privacy laws and regulations, including 47 USC §551 and regulations adopted pursuant thereto and 30-A MRSA §3010.

C. Employee Identification Cards

All of Company's employees, and subcontractors, including repair and sales personnel, entering private property shall be required to display an identification card issued or approved by Franchisee indicating that employee or subcontractor is working on behalf of Company

D. Monitoring

Company may only monitor customer accounts consistent with applicable federal and state law.

E. Privacy Written Notice

At the time of entering into an agreement to provide any Cable Service or other service to a Subscriber, and annually thereafter to all Cable System Subscribers, the Company shall provide Subscribers with written notice, as required by Section 631(a)(1) of the Cable Act, (47 USC §551) which, at a minimum, clearly and conspicuously explains the Company's practices regarding the collection, retention, uses, and dissemination of personal subscriber information, and describing the Company's policy for the protection of subscriber privacy.

F. Subscriber's Right To Inspect And Verify Information

1. The Company shall make available for inspection by a Subscriber at a reasonable time and place all personal subscriber information that the Franchisee maintains regarding said Subscriber.
2. A Subscriber may obtain from the Company a copy of any or all of the personal subscriber information regarding him or her maintained by the Company. The Company may require a fee for making said copy.
3. A Subscriber may challenge the accuracy, completeness, retention, use or dissemination of any item of personal subscriber information. Such challenges and related inquiries about the handling of subscriber information shall be directed to the Company. The Company shall change any such information upon a reasonable showing by any Subscriber that such information is inaccurate.

20. Unauthorized Connections/Continuity Of Service

It shall be the right of all Subscribers to receive Cable Service insofar as their financial and other obligations to the Company are honored, provided that the Company shall have no obligation to provide Cable Service to any Person who, or which the Company has a reasonable basis to believe, is using an unauthorized Converter or is otherwise obtaining Cable Service without required payment thereof or who threatens Company's employees or damages Company's equipment. The Company shall ensure that all Subscribers receive continuous, uninterrupted Service, except for necessary Service interruptions in excess of four hours can be anticipated, the Company shall notify Subscribers of such interruption(s) in advance.

21. Subscriber Complaints

A. Dispute Resolution

The Company shall establish a procedure for resolution of Complaints by Subscribers. Said procedure shall at a minimum include the provisions of 30-A MRSA §3010.

B. Investigation of Complaints

Upon reasonable notice, the Company shall expeditiously investigate and resolve all Complaints regarding the quality of Service, equipment malfunctions and similar matters. In the event that a Subscriber is aggrieved, the Town or its designee(s) shall be responsible for receiving and acting upon such Subscriber Complaints and/or inquiries, as follows:

1. Upon the written request of the Town or its designee(s), the Company shall, within ten (10) business days after receiving such request, send a written report to the Town with respect to any Complaint. Such report shall provide a full explanation of the investigation, finding and corrective steps, if any, taken by the Company.
2. Should a Subscriber have an unresolved Complaint regarding cable television operations, the Subscriber shall be entitled to file his or her Complaint with the Town or its designee(s), who shall have primary responsibility for the continuing administration of this Renewal License and the implementation of Complaint procedures. The Subscriber shall thereafter meet jointly with the Town or its designee(s) and a representative of the Company, within thirty (30) days of the Subscriber's filing of his or her Complaint, in order to fully discuss and resolve such matter in accordance with applicable laws.

C. Complaint Policy

Upon written request Company shall provide Town a copy of Franchisee's complaint policy and no later than 60-days after any revisions. If Franchisee maintains a publicly available

website, Franchisee's complaint policy shall be posted on its website. Upon written request from the Select Board the Company will supply a annual report on complaints.

22. Penalties

A. Amounts

Because Company's failure to comply with provisions of this Agreement will result in injury to Town of Eliot, and because it will be difficult to estimate the extent of such injury, Town and Company agree to the following liquidated damages for the following violations. These damages represent both parties' best estimate of the damages resulting from the specified injury.

(1) For failure to comply with the material provisions of this agreement: one hundred dollars (\$100)/day.

B. Date of Violation, Notice

The date of violation will be the date the Company receives written notice of the violation.

C. Procedure for Liquidated Damages

Before the Town may assess any liquidated damages under this Franchise Agreement:

1. The Town shall notify the Company in writing, of the alleged failure or violation, which notice shall specify the alleged failure or violation with reasonable particularity.
2. The Company shall, within sixty (60) days after receipt of the notice or such longer period as the Town may specify in such notice, either cure the alleged failure or violation or, in a written response to the Select Board, either present facts and arguments in refutation or excuse of such alleged failure or violation or state that the alleged failure or violation will be cured and set forth the method and time schedule for accomplishing such cure.
3. Unless the Town Manager determines that the matter has been resolved, the Company's response shall be submitted to the Select Board, to schedule a public hearing at which the Select Board shall determine (i) whether a failure or violation has occurred; (ii) whether such failure or violation is excusable; and (iii) whether such failure or violation has been or will be cured by the Town; and (iv) the appropriate remedy for the failure or violation.
4. The Town shall provide thirty (30) days' written notice of the public hearing to the

Company. During the public hearing, Company shall have the right to appear and be heard, including the opportunity to present evidence, question witnesses, if any, and the hearing shall follow the procedures set forth for public hearings. If the Select Board determine that such failure has not occurred, or that such failure either has been or will be cured in a manner and in accordance with a reasonable schedule satisfactory to the Select Board or that the failure is excusable, such determination shall conclude the matter, unless Company fails to comply with the schedule for cure.

24. Transfers

A. Franchisee's Right to Transfer

The Franchise may be sold, assigned or otherwise transferred, (a "Franchise Transfer") in accordance with the procedure set forth in federal law and this Franchise.

B. Town's Right to Approve

Pursuant to 47 USC §537, the Town, as Local Franchise Authority, reserves its right to approve any sale or transfer of the Cable System. Municipal approval shall not be unreasonably withheld.

A transfer or assignment of a Franchise or control thereof between commonly controlled entities, between affiliated companies, or between parent and subsidiary corporations, shall not constitute a transfer or assignment of a Franchise or control thereof. An "affiliated Franchisee" is any person or entity that directly or indirectly or through one or more intermediaries' controls, is controlled by, or is under common control with another person or entity.

C. Notice to Town

Company shall provide to Town Notice of the proposed transfer. The contents of the Notice shall include:

1. FCC Form 394, or successor form, and all identified attachments; and
2. Certification by transferee that it will accept the provisions of this Franchise Agreement for the remainder of the Franchise Term.

D. Time to Review

Town will have one hundred twenty (120) days from receipt of the Notice to take action on the request for transfer. Town need not, but may, act to approve the transfer.

E. Public Hearing

Town may conduct a public hearing on the proposed transfer no later than 90 days after the receipt of the notice of transfer.

F. No Waiver or Release

The consent or approval of the Town of Eliot to any Transfer of the Cable System or this Franchise Agreement granted to the Company shall not constitute a waiver or release of the rights of the Town in and shall, by its terms be expressly subordinate to the terms and conditions of this Franchise Agreement.

25. Successors/Assigns

The obligations of this Franchise apply to any and all successors and assigns of the Company unless Town expressly and in writing agrees to release the successors and assigns from this Franchise or any portion thereof.

26. Renewal

This Franchise may be renewed by the parties in accordance with state and federal law. In order for the Town to refuse to renew, the provisions of 47 USC §546 must be met.

27. Revocation and Termination

A. Right to Revoke or Terminate

In addition to all other rights and powers of Town by virtue of this Franchise Agreement and after notice and opportunity to cure pursuant to section 23C, Town may revoke this Franchise Agreement and all rights and privileges of Company hereunder in the event Company either:

1. Violates any material provision of this Franchise Agreement or any rule, order or determination of Town made pursuant thereto where such violation remains uncured for a period of thirty days following written notice to Company by Town that such violation is deemed to exist unless cure is not feasible in such time period in which event the parties shall meet and agree to a cure schedule;
2. Attempts to evade any material provision of this Franchise Agreement or practices any fraud or deceit upon Town;
3. Arbitrarily ceases to provide service over the Cable System or fails to restore service after ninety-six (96) consecutive hours of interrupted service except in cases of force majeure or when approval of such interruption is obtained from the Town.

B. Procedures to Revoke or Terminate

The Town of Topsham shall follow the following procedures in revoking a franchise:

1. Town shall provide to Company Town's notice of intention to revoke this Franchise. The written notice shall be sent by certified or overnight mail and shall describe in reasonable detail the specific violations alleged to have occurred;
2. Franchisee shall have (90) days from receipt of notice to either correct the alleged violation, or, dispute the Town's allegations. In the event that by nature of the alleged violation, such violation cannot be cured within such ninety (90) day period, the parties shall meet and agree to a cure schedule;
3. If Company disputes the Town's allegations, the Town shall review the dispute and make its determination as to whether a violation has occurred;
4. If Town continues to maintain that a violation did occur, Town shall notify Company in writing. Franchisee shall then either remedy the violation within

ninety (90) days or notify the Town in writing that Franchisee continues to dispute the allegations;

5. Upon Company's failure to remedy the violation within the time period prescribed, the Town may revoke this Franchise Agreement by providing Company written notice of revocation.

C. Public Hearing

Town may conduct a public hearing on the revocation. Company shall have the right to participate in such hearing, present witnesses and the Town shall issue a written determination of its findings. Such public hearing must take place no less than sixty (60) days prior to the decision to revoke.

D. Judicial Review

Company shall have the right to seek judicial review of the Town's determination to revoke.

28. Abandonment

If Company shall cease providing service in the Town of Eliot pursuant to 30-A MRSA §3008(3)(B), the Company shall remove all of its supporting structures, poles, transmission and distribution systems, another appurtenances from the Public Ways and shall restore the areas to their original condition as is reasonably possible and as soon as reasonably possible. If such removal is not complete within six (6) months of such end of service, the Town may deem any property not removed as having been abandoned. Upon written request of the Company, the Town may waive this requirement for good cause shown.

29. Expiration of Agreement

Upon the expiration and non-renewal, or revocation of this Franchise Agreement and exhaustion of all judicial appeals, in accordance with applicable law, the Cable System shall be disposed of according to 47 USC §546 and this Franchise Agreement Notwithstanding the above, Company shall not be required to remove its Cable System, or to relocate the Cable System, or to sell the Cable System, or any portion thereof as a result of termination denied of renewal, or any other lawful action to forbid or disallow Company from providing Cable Service, if the Cable System is actively being used to facilitate any other services not governed by the Cable Act.

30. Changes in Law

In the event a federal or state law, regulation or decision by a court of competent jurisdiction renders a provision in this Franchise Agreement void or otherwise unenforceable, the provision shall be considered preempted. This preemption will last for as long as the law, regulation or decision is effective; if the law, regulation or decision is subsequently repealed, rescinded, amended, voided, overturned or otherwise changed so that the preemption is nullified, the provision shall thereupon return to full force and effect as provided by such proceeding and shall be binding and enforceable in accordance with the terms thereof.

31. Amendments

This Franchise Agreement may be amended in the future by written agreement of both parties to reflect circumstances, including changes in federal or State law. This Franchise Agreement shall not be amended or modified except by written agreement executed in the same manner as this Franchise Agreement. Where applicable, the amendment shall be consistent with the provisions of 47 USC §545.

32. Miscellaneous

A. Force Majeure

The Parties shall not be responsible for any delay or failure to perform their obligations under this Franchise Agreement if doing so is prevented by Act of God, flood, storm, fire, explosions, environmental restrictions, strikes, riots, wars whether or not declared, insurrections, epidemics, or any law, rule or act of any court of competent jurisdiction or instrumentality of government or any cause or event beyond the control of the Town or the Company.

B. Severability

If any provision of this Franchise Agreement is held by any court or Federal or State agency of competent jurisdiction to be invalid as conflicting with any Federal or State law, rule or regulation now or hereafter in effect, or is held by such court or agency to be modified in any way in order to conform to the requirements of any such law, rule or regulation, said provision shall be considered a separate, distinct and independent part of this Franchise Agreement, and such holding shall not affect the validity and enforceability of all other provisions hereof, all of which shall remain in full force and effect for the term of this Franchise Agreement.

C. Effect on Prior Agreements

This Franchise Agreement shall supersede any prior franchise agreements between the parties. Immediately upon the taking effect of this Franchise Agreement, all prior franchise agreements and any and all extensions thereof, shall terminate and shall have no further

force and effect; provided, however, that any vested rights relating to billings and the Town's rights to receive franchise fees shall not be affected thereby.

D. Non-Enforcement Not Waiver

Neither party shall be excused from complying with any of the terms and conditions of this Franchise Agreement by any failure of either party upon one or more occasions to insist upon or to seek compliance with any such terms or conditions. No course of dealing between the Company and the Town, nor any delay on the part of the Town or Company in exercising any rights hereunder, shall operate as a waiver of any such rights of the Town or Company or acquiescence in the actions of the Company or Town in contravention of such right, except to the extent expressly waived by either party or expressly provided for in this Franchise Agreement. No decision by the Town or Company to invoke any remedy under this Franchise Agreement or under any statute, law or ordinance shall preclude the availability of any other such remedy. This provision does not extend any applicable statute of limitations.

E. Company Warranties

Company warrants, represents and acknowledges that, as of the Execution Date of this Franchise Agreement:

1. The Company is duly authorized to do business under the laws of the State;
2. The Company has the requisite power and authority under applicable law and its bylaws and articles of incorporation and/or other organizational documents, is authorized by resolutions of its Board of Directors or other governing body, and has secured all consents which are required to be obtained as of the execution date of this Franchise Agreement, to enter into and legally bind Company to this Franchise Agreement and to take all actions necessary to perform all of its obligations pursuant to this Franchise Agreement;
3. This Franchise Agreement is enforceable against Company in accordance with the provisions herein; and
4. There is no action or proceedings pending or threatened against Company that would interfere with performance of this Franchise Agreement.

Execution

33. Signatures

**Town of Eliot
It's Select Board**

Date _____

Comcast of Maine/New Hampshire

Anthony M. Bowling
Regional Sr. Vice President
Greater Boston Region

Date _____

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Jrnl	Check	Month	Invoice Description	Reference	Amount	Encumbrance
Description	Account		Proj			
01445 Allegiant Care						
0374	30259	10	Dec. Ins Premium	December 2022		
Public Works			E 20-01-03-10		6,037.35	0.00
		Employee Exp / Health Ins.				
Clerks			E 01-02-03-10		3,976.50	0.00
		Employee Exp / Health Ins.				
Land Use			E 01-03-03-10		5,264.33	0.00
		Employee Exp / Health Ins.				
Employee Contr.			G 01-2230-00		3,240.82	0.00
		Health Ins.				
Vendor Total-					18,519.00	
02854 Amazon Capital Services						
0374	30260	10	Wipers	1H7H-H1VR-1DRQ		
Wipers			E 10-01-24-15		60.94	0.00
		Rep. & Maint / Vehicle				
Invoice Total-					60.94	
0374	30260	10	Clamps & Flag Decals	1GV9-PN4P-XY4		
Clamps & Flag Decals			E 10-01-20-55		19.79	0.00
		Supplies / Fire Dept.				
Clamps & Flag Decals			E 10-01-24-15		43.38	0.00
		Rep. & Maint / Vehicle				
Invoice Total-					63.17	
0374	30260	10	Bearing Pullers	14G7-FN63-Q19L		
Bearing Pullers			E 20-01-20-25		305.98	0.00
		Supplies / Tool				
Invoice Total-					305.98	
0374	30260	10	Air Purifiers	1NVJ-KHDV-4FCF		
Air Purifiers			E 01-01-24-20		209.70	0.00
		Rep. & Maint / Building				
Invoice Total-					209.70	
0374	30260	10	Unshipped Item	1D77-N6NG-MCR6		
Credit Memo			G 01-9999-00		-25.33	0.00
		Clearing A/C				
Invoice Total-					-25.33	
Vendor Total-					614.46	
02888 AT&T Mobility						
0374	30261	10	PD Cell Phones 8/23-9/22	0466X09282022		
PD Cell Phones 8/23-9/22			E 10-05-03-12		430.41	0.00
		Employee Exp / Cell Phones				
Invoice Total-					430.41	
0374	30261	10	FD Cell Phones 8/23-9/22	8876X09282022		
FD Cell Phones 8/23-9/22			E 10-01-03-12		86.66	0.00
		Employee Exp / Cell Phones				
Invoice Total-					86.66	
Vendor Total-					517.07	
00071 BERGERON PROTECTIVE CLOTHING						
0374	30262	10	Boots - PPE	233788		
Boots - PPE			E 86-01-99-01		1,085.13	0.00
		Misc. / Misc.				
Vendor Total-					1,085.13	
00109 CENTRAL MAINE POWER						
0374	30265	10	66 Dow Hwy 9/2-10/3	721001447228		
66 Dow Hwy 9/2-10/3			E 10-01-15-02		73.91	0.00
		Utilities / Electricity				

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Jrnl	Check	Month	Invoice Description	Reference	Amount	Encumbrance
Description	Account	Proj				
Invoice Total-				73.91		
0374	30265	10	1323 State Rd 9/3-10/4	700000487718		
1323 State Rd 9/3-10/4	E 10-01-15-02			20.16		0.00
Utilities / Electricity						
Invoice Total-				20.16		
0374	30265	10	27 Dixon Rd 9/3-10/4	700000487714		
27 Dixon Rd 9/3-10/4	E 10-05-15-02			25.67		0.00
Utilities / Electricity						
Invoice Total-				25.67		
0374	30265	10	468 HL Dow Hwy 9/2-10/3	700000487713		
468 HL Dow Hwy 9/2-10/3	E 20-25-15-02			25.67		0.00
tation - Utilities / Electricity						
Invoice Total-				25.67		
0374	30265	10	Harold L Dow Hwy Trf 9/3-	700000487215		
Harold L Dow Hwy Trf 9/3-	E 20-25-15-02			20.16		0.00
tation - Utilities / Electricity						
Invoice Total-				20.16		
0374	30265	10	Cor State/Bolthill Rd 9/2	700000487216		
Cor State/Bolthill Rd 9/2	E 10-30-15-02			20.16		0.00
Utilities / Electricity						
Invoice Total-				20.16		
0374	30265	10	Route 236/Beech Rd 9/2-10	700000487208		
Route 236/Beech Rd 9/2-10	E 10-30-15-02			20.16		0.00
Utilities / Electricity						
Invoice Total-				20.16		
0374	30265	10	HL Dow Hwy 9/3-10/4	700000487206		
HL Dow Hwy 9/3-10/4	E 20-25-15-02			25.67		0.00
tation - Utilities / Electricity						
Invoice Total-				25.67		
0374	30265	10	Rte 236 Garage 9/3-10/4	700000487204		
Rte 236 Garage 9/3-10/4	E 20-01-15-02			20.16		0.00
Utilities / Electricity						
Invoice Total-				20.16		
0374	30265	10	Route 236 9/2-10/3	700000487723		
Route 236 9/2-10/3	E 10-30-15-02			20.16		0.00
Utilities / Electricity						
Invoice Total-				20.16		
0374	30265	10	New Kittery Rd 9/2-10/3	700000487722		
New Kittery Rd 9/2-10/3	E 10-30-15-02			20.16		0.00
Utilities / Electricity						
Invoice Total-				20.16		
0374	30265	10	Dixon Ave 9/2-10/3	700000487719		
Dixon Ave 9/2-10/3	E 70-01-15-02			20.16		0.00
Utilities / Electricity						
Invoice Total-				20.16		
0374	30265	10	Main St 9/3-10/4	700000487717		
Main St 9/3-10/4	E 70-10-15-02			25.67		0.00
Utilities / Electricity						
Invoice Total-				25.67		
0374	30265	10	Pleasant St 9/3-10/4	700000487716		
Pleasant St 9/3-10/4	E 70-05-15-02			25.67		0.00
Utilities / Electricity						
Invoice Total-				25.67		
0374	30265	10	Route 236 Rd 9/2-10/3	700000487721		

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Jrnl	Check	Month	Invoice Description	Reference	Amount	Encumbrance
Description			Account	Proj		
Route 236 Rd 9/2-10/3			E 20-01-15-02		20.16	0.00
Utilities / Electricity						
			Invoice Total-		20.16	
0374 30265 10 Old Rd 9/2-10/3			E 20-10-15-02	700000487218	20.16	0.00
Old Rd 9/2-10/3						
Utilities / Electricity						
			Invoice Total-		20.16	
0374 30265 10 11 Dixon Rd 9/2-10/3			E 20-10-15-02	700000487217	20.16	0.00
11 Dixon Rd 9/2-10/3						
Utilities / Electricity						
			Invoice Total-		20.16	
0374 30265 10 River Rd 9/2-10/3			E 20-10-15-02	700000487210	20.16	0.00
River Rd 9/2-10/3						
Utilities / Electricity						
			Invoice Total-		20.16	
0374 30265 10 Greenacres Rd 9/2-10/3			E 20-10-15-02	700000487207	20.16	0.00
Greenacres Rd 9/2-10/3						
Utilities / Electricity						
			Invoice Total-		20.16	
			Vendor Total-		464.34	
00121 Cintas Corporation #758						
0374 30266 10 DPW Uniforms			E 20-01-03-15	4126183130	257.04	0.00
DPW Uniforms						
Employee Exp / Uniforms						
			Invoice Total-		257.04	
0374 30266 10 DPW Uniforms			E 20-01-03-15	4132337029	141.03	0.00
DPW Uniforms						
Employee Exp / Uniforms						
			Invoice Total-		141.03	
0374 30266 10 DPW Uniforms			E 20-01-03-15	4133043663	141.03	0.00
DPW Uniforms						
Employee Exp / Uniforms						
			Invoice Total-		141.03	
			Vendor Total-		539.10	
02552 CivicPlus, Inc.						
0374 30267 10 Town Code Online Site			E 01-01-10-11	244053	1,340.00	0.00
Town Code Online Site						
Contract Svc / Software						
			Vendor Total-		1,340.00	
00131 COMCAST						
0374 30268 10 FD Cable 9/27-10/26			E 10-01-15-03	9/27-10/26 2022	31.69	0.00
FD Cable 9/27-10/26						
Utilities / Communicat.						
			Vendor Total-		31.69	
02034 Election Systems & Software						
0374 30269 10 Tabulator Programming			E 15-15-24-10	CD2044279	1,195.00	0.00
Tabulator Programming						
Rep. & Maint / Equipment						
			Vendor Total-		1,195.00	
01363 ELLIOTT L. MOYA						
0374 30270 10 Reimburse Travel Fees			E 10-05-03-05	Conference	356.20	0.00
Reimburse Travel Fees						
Employee Exp / Training						

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Jrnl	Check	Month	Invoice Description	Reference	Amount	Encumbrance
Description	Account	Proj				
Vendor Total-					356.20	
01865 FASTENER WAREHOUSE						
0374	30271	10	Hardware	147919		
Hardware			E 20-01-24-05		57.20	0.00
			Rep. & Maint / Sup. & Mat.			
Vendor Total-					57.20	
02972 Gatehouse Media Massachusetts I, Inc.						
0374	30272	10	Public Hearing Notices	4959264		
Public Hearing Notices			E 01-01-05-01		232.19	0.00
			Service Fees / Advertising			
Invoice Total-					232.19	
0374	30272	10	Public Hearing Notice	4959528		
Public Hearing Notice			E 01-01-05-01		118.94	0.00
			Service Fees / Advertising			
Invoice Total-					118.94	
Vendor Total-					351.13	
00579 GENEST PRECAST						
0374	30273	10	Culvert	61347		
Culvert			E 20-01-22-65		612.00	0.00
			P/W Supplies / Drainage			
Vendor Total-					612.00	
00265 HAYDEE'S PEST-FREE MANAGEMENT, INC.						
0374	30274	10	Pest Control Application	165496		
Pest Control Application			E 20-25-24-10		60.00	0.00
			tation - Rep. & Maint / Equipment			
Vendor Total-					60.00	
01928 HUSSEY SEPTIC, INC.						
0374	30275	10	Porta Potty 10/13-11/12	P7029		
Porta Potty 10/13-11/12			E 20-10-05-09		135.00	0.00
			Service Fees / Toilets			
Vendor Total-					135.00	
00287 INDUSTRIAL PROTECTION SERVICES, LLC						
0374	30276	10	Tool Battery	182815-00		
Tool Battery			E 10-01-20-55		760.00	0.00
			Supplies / Fire Dept.			
Vendor Total-					760.00	
02752 Irving Blending & Packaging						
0374	30277	10	Diesel Exhaust Fluid	CIU2207112		
Diesel Exhaust Fluid			E 20-01-20-10		697.50	0.00
			Supplies / Diesel Fuel			
Vendor Total-					697.50	
00816 IRVING OIL MARKETING, INC.						
0374	30278	10	FD Sept. Fuel	34704636		
FD Sept. Fuel			E 10-01-20-15		341.32	0.00
			Supplies / Gasoline			
Invoice Total-					341.32	
0374	30278	10	DPW Sept Fuel	34704650		
DPW Sept Fuel			E 20-10-20-15		266.57	0.00
			Supplies / Gasoline			
Invoice Total-					266.57	
0374	30278	10	PD Sept Fuel	34704646		
PD Sept Fuel			E 10-05-20-15		282.00	0.00

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Jrnl	Check	Month	Invoice Description	Reference	Amount	Encumbrance
Description			Account	Proj		
Supplies / Gasoline						
Invoice Total-					282.00	
Vendor Total-					889.89	
02976 Karen Harman, Psy.D., LLC						
0374	30279	10	Wellness Consult	1447		
Wellness Consult			E 10-05-03-05		300.00	0.00
Employee Exp / Training						
Vendor Total-					300.00	
02033 Kaz's Fine Lines						
0374	30280	10	Beech Road Striping	7172		
Beech Road Striping			E 20-01-12-32		995.00	0.00
P/W Contract / Striping						
Vendor Total-					995.00	
00340 KITTELY WATER DISTRICT						
0374	30281	10	236 Sewer Expansion	Materials		
236 Sewer Expansion			E 70-01-16-01		6,533.24	0.00
Svr Constr. / Materials						
Vendor Total-					6,533.24	
00000 Lauren Albert						
0374	30282	10	Reimburse New Hire Physic	NewHirePhysical		
Reimburse New Hire Physic			E 01-02-03-05		120.00	0.00
Employee Exp / Training						
Vendor Total-					120.00	
02475 Leaf						
0374	30283	10	Town Hall Copier Lease	13819885		
Town Hall Copier Lease			E 01-01-10-30		754.66	0.00
Contract Svc / Equip Lease						
Vendor Total-					754.66	
00587 MAINE MUNICIPAL ASSOCIATION						
0374	30284	10	Worker's Comp	56649		
Worker's Comp			E 01-01-30-15		68,826.00	0.00
Insurance / Work Comp						
Vendor Total-					68,826.00	
01871 MAINE SECRETARY OF STATE						
0374	30285	10	L.Albert Notary App.	Notary App		
L.Albert Notary App.			E 01-02-03-01		50.00	0.00
Employee Exp / Dues						
Vendor Total-					50.00	
00444 MAINE TOWN & CITY CLERK'S ASSN						
0374	30286	10	L.Abort Membership	MTCCA Dues		
L.Abort Membership			E 01-02-03-01		42.00	0.00
Employee Exp / Dues						
Vendor Total-					42.00	
01006 ME. MUNICIPAL EMPLOYEE HEALTH TRUST						
0374	30287	10	Nov Health Ins Prem	November 2022		
Admin			E 01-01-03-10		3,301.67	0.00
Employee Exp / Health Ins.						
Land Use			E 01-03-03-10		1,072.91	0.00
Employee Exp / Health Ins.						
Clerks			E 01-02-03-10		1,090.82	0.00
Employee Exp / Health Ins.						
Public Works			E 20-01-03-10		75.00	0.00

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Jrnl	Check	Month	Invoice Description	Reference		
Description			Account	Proj	Amount	Encumbrance
Police			Employee Exp / Health Ins. E 10-05-03-10		14,389.67	0.00
CSD			Employee Exp / Health Ins. E 30-01-03-10		1,086.91	0.00
KidsPLAY			Employee Exp / Health Ins. E 30-10-03-10		1,794.46	0.00
Employee Portion			Employee Exp / Health Ins. G 01-2230-00		4,977.17	0.00
			Health Ins.			
Vendor Total-					27,788.61	
02350 New England Kenworth						
0374	30288	10	Wheel Chocks E 20-01-24-05	CP515124	44.18	0.00
Wheel Chocks			Rep. & Maint / Sup. & Mat.			
Vendor Total-					44.18	
00492 OTIS ELEVATOR COMPANY						
0374	30289	10	Elevator Service Contract E 10-05-10-14	F10000007504	125.00	0.00
Elevator Service Contract			Contract Svc / Contra/Maint			
Vendor Total-					125.00	
01244 P. GAGNON & SON, INC.						
0374	30290	10	PD Oil E 10-05-15-01	48593	425.04	0.00
PD Oil			Utilities / Heating			
Vendor Total-					425.04	
01560 PORTSMOUTH FORD						
0374	30291	10	Manifold Repair E 20-01-24-15	723542	2,984.21	0.00
Manifold Repair			Rep. & Maint / Vehicle			
Vendor Total-					2,984.21	
02773 Quadient Leasing USA, Inc.						
0374	30292	10	Qrtly Postage Meter Lease E 01-01-10-11	N9632007	432.81	0.00
Qrtly Postage Meter Lease			Contract Svc / Software			
Vendor Total-					432.81	
00617 SANEL NAPA						
0374	30293	10	Anti-Freeze E2 E 10-01-24-15	360850	142.35	0.00
Anti-Freeze E2			Rep. & Maint / Vehicle			
Vendor Total-					142.35	
02717 Shredding on Site						
0374	30294	10	Shredding - Town Hall E 01-01-05-75	93748	57.50	0.00
Shredding - Town Hall			Service Fees / Service Fees			
Vendor Total-					57.50	
00647 SOUTHERN MAINE DISTRICT #1 TRAINING COUNCIL						
0374	30295	10	1-20 Members - Dues E 10-05-03-01	2023 Dues	500.00	0.00
1-20 Members - Dues			Employee Exp / Dues			
Vendor Total-					500.00	
01972 THE WEEKLY SENTINEL						
0374	30296	10	PH/SB Sweet Dirt Hearing E 01-01-05-01	69277	130.00	0.00
PH/SB Sweet Dirt Hearing						

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Jrnl	Check	Month	Invoice Description	Reference	Amount	Encumbrance
Description	Account		Proj			
Service Fees / Advertising						
Vendor Total-					130.00	
00717 TOWN OF KITTELY						
0374	30297	10	PD Sept Fuel	Sept 2022		
PD Sept Fuel			E 10-05-20-15		1,264.27	0.00
Supplies / Gasoline						
Vendor Total-					1,264.27	
00725 TREASURER OF STATE						
0374	30298	10	BMV 10/6-10/13	10/6-10/13 2022		
BMV 10/6-10/13			G 01-2040-00		15,082.10	0.00
G/L DMV Regs						
Vendor Total-					15,082.10	
01267 VERIZON/WIRELESS						
0374	30299	10	FD Phones 8/21-9/20	9916311732		
FD Phones 8/21-9/20			E 10-01-15-03		68.56	0.00
Utilities / Communicat.						
Vendor Total-					68.56	
01368 VILLAGE MOTORS SERVICE CENTER						
0374	30300	10	PD Vehicle Repairs	58793		
PD Vehicle Repairs			E 10-05-24-15		75.00	0.00
Rep. & Maint. / Vehicle						
Invoice Total-					75.00	
0374	30300	10	PD Vehicle Repairs	58577		
PD Vehicle Repairs			E 10-05-24-15		25.00	0.00
Rep. & Maint. / Vehicle						
Invoice Total-					25.00	
0374	30300	10	PD Vehicle Repairs	58815		
PD Vehicle Repairs			E 10-05-24-15		593.02	0.00
Rep. & Maint. / Vehicle						
Invoice Total-					593.02	
0374	30300	10	PD Vehicle Repairs	58594		
PD Vehicle Repairs			E 10-05-24-15		1,278.98	0.00
Rep. & Maint. / Vehicle						
Invoice Total-					1,278.98	
Vendor Total-					1,972.00	
00906 W.B. MASON COMPANY, INC.						
0374	30301	10	Labels	233034146		
Labels			E 10-05-20-40		13.16	0.00
Supplies / Dept./Office						
Invoice Total-					13.16	
0374	30301	10	Office Supplies	233348515		
Office Supplies			E 01-01-20-40		40.42	0.00
Supplies / Dept./Office						
Invoice Total-					40.42	
0374	30301	10	Labels & Water	233069201		
Labels & Water			E 01-01-20-40		110.54	0.00
Supplies / Dept./Office						
Invoice Total-					110.54	
0374	30301	10	Water Jug Deposit	CM1249392		
Credit Memo			G 01-9999-00		-24.00	0.00
Clearing A/C						
Invoice Total-					-24.00	

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Jrnl	Check	Month	Invoice Description	Reference	Amount	Encumbrance
Description	Account		Proj			
Vendor Total-					140.12	
02029 WEX Bank						
0374	30302	10	FD Fuel Sept	84055762		
FD Fuel Sept			E 10-01-20-15		255.05	0.00
Supplies / Gasoline						
Vendor Total-					255.05	
00782 WHITE SIGN						
0374	30303	10	Street Sign	IVC124106		
Street Sign			E 20-01-24-56		39.85	0.00
Rep. & Maint / Signs						
Vendor Total-					39.85	
00570 York County Registry of Deeds						
0374	30304	10	Lien Releases	Lien Releases		
Lien Releases			E 01-02-05-20		190.00	0.00
Service Fees / Tran/Liens						
Vendor Total-					190.00	
Prepaid Total-					0.00	
Current Total-					157,487.26	
EFT Total-					0.00	
Warrant Total-					157,487.26	

WE THE SELECTMEN OF THE TOWN OF ELIOT AUTHORIZE THE TOWN TREASURER
Kristin McNulty TO PAY THE INVOICES ON THIS WARRANT.

LAUREN DOW

Robert McPherson
E2681B6D436048F...
ROBERT MCPHERSON

DocuSigned by:

RICHARD DONHAUSER

E32B9GFFFF404C8...

WILLIAM WIDI

Stanley Shapleigh

Warrant 40

Jrnl	Check	Month	Invoice Description	Reference		
Description			Account	Proj	Amount	Encumbrance
02991 Kennebunk Savings						
0399	999999	10	M.Albert KBS Sept CC Char	September 2022		
Background Checks			E 01-01-03-05		41.00	0.00
		Emp. Benfits / Training				
Background Checks			E 01-01-03-05		54.99	0.00
		Emp. Benfits / Training				
Invoice Total-					95.99	
0399	999999	10	J.Muzeroll Sept. KBS CC C	September 2022		
Adobe Software			E 10-01-20-40		253.07	0.00
		Supplies / Dept./Office				
Invoice Total-					253.07	
Vendor Total-					349.06	
Prepaid Total-					349.06	
Current Total-					0.00	
EFT Total-					0.00	
Warrant Total-					349.06	

WE THE SELECTMEN OF THE TOWN OF ELIOT AUTHORIZE THE TOWN TREASURER
Kristin McNulty TO PAY THE INVOICES ON THIS WARRANT.

LAUREN DOW

ROBERT MCPHERSON

RICHARD DONHAUSER

Stanley Shapleigh

WILLIAM WIDI

Warrant 41

Jrnl	Check	Month	Invoice Description	Reference	Amount	Encumbrance
Description			Account	Proj		
01943 KEY BANK						
0388	999999	10	S.Robinson Sept. CC Chrg	September 2022		
Adobe Software			E 20-01-15-03		189.77	0.00
			Utilities / Communicat.			
			Invoice Total-		189.77	
0388	999999	10	A.Paradis Sept CC Charges	September 2022		
Halloween Supplies			E 30-20-10-14		19.99	0.00
			Contract Svc / Contra/Maint			
			Invoice Total-		19.99	
0388	999999	10	H.MuzerollRoy Sept CC Cha	September 2022		
Office Supplies			E 30-10-20-40		28.12	0.00
			Supplies / Dept./Office			
Office Supplies			E 30-10-20-40		29.99	0.00
			Supplies / Dept./Office			
Shed for Yth Athletics			E 30-09-03-05		399.00	0.00
			Emp. Benfits / Training			
Office Supplies			E 30-10-20-40		49.95	0.00
			Supplies / Dept./Office			
Office Supplies			E 30-10-20-40		64.03	0.00
			Supplies / Dept./Office			
			Invoice Total-		571.09	
0388	999999	10	J.Muzeroll Key Sept CC Ch	September 2022		
Storage File Boxes			E 10-01-20-40		49.77	0.00
			Supplies / Dept./Office			
Rehab Food-Fire			E 10-01-20-55		15.77	0.00
			Supplies / Fire Dept.			
File of Life			E 10-01-20-56		200.64	0.00
			Supplies / EMA Supplies			
Quicken Software			E 10-01-20-40		44.18	0.00
			Supplies / Dept./Office			
Ring Security			E 10-01-24-20		7.98	0.00
			Rep. & Maint / Building			
Propane			E 10-01-20-55		17.00	0.00
			Supplies / Fire Dept.			
			Invoice Total-		335.34	
0388	999999	10	M.Albert Key Sept CC Char	September 2022		
Job Posting Ad			E 01-02-05-01		369.00	0.00
			Service Fees / Advertising			
Job Posting Ad			E 01-02-05-01		600.00	0.00
			Service Fees / Advertising			
Office Supplies			E 01-01-20-40		210.16	0.00
			Supplies / Dept./Office			
Office Supplies			E 10-05-20-50		174.33	0.00
			Supplies / Building			
Office Supplies			E 20-01-20-40		118.87	0.00
			Supplies / Dept./Office			
Zoom			E 01-01-10-11		95.34	0.00
			Contract Svc / Software			
Job Posting Ad			E 01-02-05-01		390.00	0.00
			Service Fees / Advertising			
			Invoice Total-		1,957.70	
			Vendor Total-		3,073.89	

Warrant 41

Jrnl	Check	Month	Invoice Description	Reference	
Description	Account		Proj	Amount	Encumbrance
Prepaid Total-				3,073.89	
Current Total-				0.00	
EFT Total-				0.00	
Warrant Total-				3,073.89	

WE THE SELECTMEN OF THE TOWN OF ELIOT AUTHORIZE THE TOWN TREASURER
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WILLIAM WIDI

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Warrant 42

Jrnl	Check	Month	Invoice Description	Reference	Amount	Encumbrance
Description	Account	Proj				
00199 ELIOT SMALL ENGINE REPAIR						
0403	30305	10	Chainsaw Chain	035515		
Chainsaw Chain	E 20-01-24-05				20.00	0.00
	Rep. & Maint / Sup. & Mat.					
Vendor Total-					20.00	
02854 Amazon Capital Services						
0403	30306	10	Safety Vests	1D4V-YK16-FRGY		
Safety Vests	E 20-01-24-05				43.98	0.00
	Rep. & Maint / Sup. & Mat.					
Invoice Total-					43.98	
0403	30306	10	Webcams	1TKV-XFW3-3WVN		
Webcams	E 01-01-20-40				63.98	0.00
	Supplies / Dept./Office					
Invoice Total-					63.98	
0403	30306	10	Chainsaw Multitool/Chains	1H7H-H1VR-1DRQ		
Chainsaw Multitool/Chains	E 10-01-24-10				70.45	0.00
	Rep. & Maint / Equipment					
Invoice Total-					70.45	
Vendor Total-					178.41	
00072 BERNSTEIN, SHUR, SAWYER & NELSON						
0403	30308	10	Legal Fees - Planning	4024773		
Legal Fees - Planning	E 01-01-10-02				616.00	0.00
	Contract Svc / Legal Serv.					
Invoice Total-					616.00	
0403	30308	10	Legal Fees - General	4020422		
Legal Fees - General	E 01-01-10-02				336.00	0.00
	Contract Svc / Legal Serv.					
Invoice Total-					336.00	
0403	30308	10	Legal Fees - Planning	4020421		
Legal Fees - Planning	E 01-01-10-02				520.00	0.00
	Contract Svc / Legal Serv.					
Invoice Total-					520.00	
0403	30308	10	Legal Fees - Wastezero	4020420		
Legal Fees - Wastezero	E 01-01-10-02				111.00	0.00
	Contract Svc / Legal Serv.					
Invoice Total-					111.00	
0403	30308	10	Legal Fees - Planning	4020418		
Legal Fees - Planning	E 01-01-10-02				896.00	0.00
	Contract Svc / Legal Serv.					
Invoice Total-					896.00	
0403	30308	10	Legal Fees	4020419		
Legal Fees	E 01-01-10-02				97.00	0.00
	Contract Svc / Legal Serv.					
Invoice Total-					97.00	
0403	30308	10	Legal Fees - Gen. Labor	4024774		
Legal Fees - Gen. Labor	E 01-01-10-02				112.00	0.00
	Contract Svc / Legal Serv.					
Invoice Total-					112.00	
0403	30308	10	Legal Fees - General	4022778		
Legal Fees - General	E 01-01-10-02				196.00	0.00
	Contract Svc / Legal Serv.					
Invoice Total-					196.00	
0403	30308	10	Legal Fees	4022779		

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Jrnl	Check	Month	Invoice Description	Reference	Amount	Encumbrance
Description			Account	Proj		
Legal Fees			E 01-01-10-02		162.50	0.00
			Contract Svc / Legal Serv.			
			Invoice Total-		162.50	
0403	30308	10	Legal Fees	4022780		
Legal Fees			E 01-01-10-02		24.50	0.00
			Contract Svc / Legal Serv.			
			Invoice Total-		24.50	
0403	30308	10	Legal Fees	4022781		
Legal Fees			E 01-01-10-02		49.73	0.00
			Contract Svc / Legal Serv.			
			Invoice Total-		49.73	
0403	30308	10	Legal Fees-Gen. Labor	4022782		
Legal Fees-Gen. Labor			E 01-01-10-02		112.00	0.00
			Contract Svc / Legal Serv.			
			Invoice Total-		112.00	
0403	30308	10	Legal Fees	4024775		
Legal Fees			E 01-01-10-02		252.00	0.00
			Contract Svc / Legal Serv.			
			Invoice Total-		252.00	
			Vendor Total-		3,484.73	
00131 COMCAST						
0403	30309	10	DPW Cable 10/20-11/19	10/20-11/19		
DPW Cable 10/20-11/19			E 20-01-15-03		122.43	0.00
			Utilities / Communicat.			
			Vendor Total-		122.43	
01513 Consolidated Communications						
0403	30310	10	Town Office Phone/Interne	10/18-11/17		
Town Office Phone/Interne			E 01-01-15-03		603.04	0.00
			Utilities / Communicat.			
			Vendor Total-		603.04	
02523 Creative Digital Services						
0403	30311	10	Sewer Bill Postage	106740		
Sewer Bill Postage			E 70-01-20-05		316.20	0.00
			Supplies / Postage			
			Vendor Total-		316.20	
00922 DINN BROTHERS						
0403	30312	10	Nameplates	250764		
Nameplates			E 01-02-20-40		12.95	0.00
			Supplies / Dept./Office			
			Vendor Total-		12.95	
00980 GATEWAY SERVICE OF ELIOT, INC.						
0403	30313	10	Mount/Balance Tires	10.25.2022		
Mount/Balance Tires			E 20-01-24-80		140.00	0.00
			Rep. & Maint / Tires			
			Vendor Total-		140.00	
02015 HEATWAVE OIL, LLC						
0403	30314	10	DPW Diesel Fuel	18267		
DPW Diesel Fuel			E 20-01-20-10		3,020.85	0.00
			Supplies / Diesel Fuel			
			Vendor Total-		3,020.85	
00340 KITTELY WATER DISTRICT						
0403	30315	10	Hydrant Rental	20223258		

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Jrnl	Check	Month	Invoice Description	Reference	Amount	Encumbrance
Description	Account	Proj				
Hydrant Rental	E 10-20-10-04			87,252.57	0.00	
	Contract Svc / Fire Hydrant					
Vendor Total-				87,252.57		
00352 LAWSON PRODUCTS, INC.						
0403	30316	10	Grinding Wheels	9310029307		
Grinding Wheels	E 20-01-24-05			114.23	0.00	
	Rep. & Maint / Sup. & Mat.					
Vendor Total-				114.23		
00444 MAINE TOWN & CITY CLERK'S ASSN						
0403	30317	10	D.Ross-Lyons Training	1000431402		
D.Ross-Lyons Training	E 01-02-03-05			60.00	0.00	
	Emp. Benefits / Training					
Vendor Total-				60.00		
02990 Mapita North America Inc						
0403	30318	10	Mapping Software Subscrip	4E091C74-0001		
Mapping Software Subscrip	E 01-03-10-05			3,690.00	0.00	
	Contract Svc / GIS Mapping					
Vendor Total-				3,690.00		
02350 New England Kenworth						
0403	30319	10	Air Filter	CP515829		
Air Filter	E 20-01-24-05			102.40	0.00	
	Rep. & Maint / Sup. & Mat.					
Vendor Total-				102.40		
02916 Noregon Systems Inc.						
0403	30320	10	Scan Tool Update	S000216889		
Scan Tool Update	E 20-01-20-25			1,999.00	0.00	
	Supplies / Tool					
Vendor Total-				1,999.00		
02961 Premier Recycling Equipment						
0403	30321	10	42 Yd. Compactor Can	9388		
42 Yd. Compactor Can	E 86-01-99-01			12,500.00	0.00	
	Misc. / Misc.					
Vendor Total-				12,500.00		
02992 Safelite						
0403	30322	10	Repaired Windshield	WO# 820118		
Repaired Windshield	E 20-01-24-15			162.97	0.00	
	Rep. & Maint / Vehicle					
Vendor Total-				162.97		
00648 SOUTHERN MAINE PLANNING						
0403	30323	10	Stormwater Engineering	16367		
Stormwater Engineering	E 20-30-12-50			660.00	0.00	
	P/W Contract / Engineering					
Vendor Total-				660.00		
01359 TOM CHASE & SONS, INC.						
0403	30324	10	Tree Removal-5 Days	10.19.2022		
Tree Removal-5 Days	E 20-01-12-33			8,000.00	0.00	
	P/W Contract / Tree Clear					
Vendor Total-				8,000.00		
00725 TREASURER OF STATE						
0403	30325	10	BMV 10/13-10/20	10/13-10/20		
BMV 10/13-10/20	G 01-2040-00			21,666.22	0.00	
	G/L DMV Regs					

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Jrnl	Check	Month	Invoice Description	Reference	Amount	Encumbrance
Description	Account	Proj				
Vendor Total-				21,666.22		
02963 TRP STORE						
0403	30326	10	Coolant Lines	TP49955		
Coolant Lines			E 20-01-24-15	655.65		0.00
			Rep. & Maint / Vehicle			
Invoice Total-				655.65		
0403	30326	10	Turn Signal Switch Return	TP48338		
Credit Memo			G 01-9999-00	-66.83		0.00
			Clearing A/C			
Invoice Total-				-66.83		
0403	30326	10	Return Fuel Filter & Lube	TP48729		
Credit Memo			G 01-9999-00	-114.89		0.00
			Clearing A/C			
Invoice Total-				-114.89		
Vendor Total-				473.93		
01051 WELLS FARGO FINANCIAL LEASING						
0403	30327	10	CSD Copier Lease	5021599443		
CSD Copier Lease			E 30-01-10-30	223.66		0.00
			Contract Svc / Equip Lease			
Vendor Total-				223.66		
00782 WHITE SIGN						
0403	30328	10	Balance of Inv124106	IVC124106		
Balance of Inv124106			E 20-01-24-56	15.95		0.00
			Rep. & Maint / Signs			
Vendor Total-				15.95		
Prepaid Total-				0.00		
Current Total-				144,819.54		
EFT Total-				0.00		
Warrant Total-				144,819.54		

WE THE SELECTMEN OF THE TOWN OF ELIOT AUTHORIZE THE TOWN TREASURER
Kristin McNulty TO PAY THE INVOICES ON THIS WARRANT.

LAUREN DOW

ROBERT MCPHERSON

RICHARD DONHAUSER

Stanley Shapleigh

WILLIAM WIDI

Warrant 44

Jrnl	Check	Month	Invoice Description	Reference	Amount	Encumbrance
Description	Account	Proj				
00013 ADMIRAL FIRE & SAFETY, INC.						
0422	30329	11	Backpack	225396		
Backpack	E 10-05-03-15				134.95	0.00
	Emp. Benfits / Uniforms					
	Invoice Total-				134.95	
0422	30329	11	Product Discount	09/06/2022		
Credit Memo	G 01-9999-00				-107.40	0.00
	Clearing A/C					
	Invoice Total-				-107.40	
	Vendor Total-				27.55	
02044 Allegiance Trucks						
0422	30330	11	Fan Pulley	X702018126:01		
Fan Pulley	E 20-01-24-15				205.74	0.00
	Rep. & Maint / Vehicle					
	Invoice Total-				205.74	
0422	30330	11	Engine Parts	X702018010:01		
Engine Parts	E 20-01-24-15				5,253.37	0.00
	Rep. & Maint / Vehicle					
	Invoice Total-				5,253.37	
0422	30330	11	Item Return	X702018010:01		
Credit Memo	G 01-9999-00				-460.02	0.00
	Clearing A/C					
	Invoice Total-				-460.02	
0422	30330	11	Item Return	X702018010:01		
Credit Memo	G 01-9999-00				-205.74	0.00
	Clearing A/C					
	Invoice Total-				-205.74	
	Vendor Total-				4,793.35	
02962 Alliance Asset Management						
0422	30331	11	Emergency Rent	102722JA		
Emergency Rent	E 50-01-99-57				769.00	0.00
	Misc. / G/A Emer rent					
	Vendor Total-				769.00	
02854 Amazon Capital Services						
0422	30332	11	Water Hose	1R7Y-CW1G-P4V3		
Water Hose	E 20-01-24-05				86.26	0.00
	Rep. & Maint / Sup. & Mat.					
	Invoice Total-				86.26	
0422	30332	11	Radio Speakers	1PGM-W4VD-KC4P		
Radio Speakers	E 10-01-24-40				59.54	0.00
	Rep. & Maint / Radio					
	Invoice Total-				59.54	
0422	30332	11	E-4 Headlights	1WTM-D46G-9G7K		
E-4 Headlights	E 10-01-24-85				66.58	0.00
	Rep. & Maint / Fire Truck					
	Invoice Total-				66.58	
0422	30332	11	Station Radio System	1J3N-XRGM-46KL		
Station Radio System	E 10-01-20-55				574.77	0.00
	Supplies / Fire Dept.					
	Invoice Total-				574.77	
0422	30332	11	Webcams	1DKG-RYC9-1X34		
Webcams	E 01-01-20-40				159.95	0.00
	Supplies / Dept./Office					

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Jrnl	Check	Month	Invoice Description	Reference	Amount	Encumbrance
Description	Account		Proj			
Invoice Total-					159.95	
0422	30332	11	Door Mats	14FV-FDY6-GM13		
Door Mats			E 10-05-24-20		118.95	0.00
			Rep. & Maint / Building			
Invoice Total-					118.95	
0422	30332	11	Shredder	1FG9-G6YX-PXF1		
Shredder			E 10-05-20-40		312.98	0.00
			Supplies / Dept./Office			
Invoice Total-					312.98	
Vendor Total-					1,379.03	
00035 AMERICAN SECURITY ALARM, INC.						
0422	30333	11	Alarm System	146996		
Alarm System			E 20-25-24-20		85.00	0.00
			tation - Rep. & Maint / Building			
Invoice Total-					85.00	
0422	30333	11	Alarm System	147618		
Alarm System			E 20-25-24-20		1,044.00	0.00
			tation - Rep. & Maint / Building			
Invoice Total-					1,044.00	
Vendor Total-					1,129.00	
02921 Archipelago Law, LLP						
0422	30334	11	Legal Fees	815		
Legal Fees			E 01-01-10-02		660.00	0.00
			Contract Svc / Legal Serv.			
Vendor Total-					660.00	
02556 CAI Technologies						
0422	30335	11	GIS Mapping	15628		
GIS Mapping			E 20-30-10-05		685.00	0.00
			Contract Svc / GIS Mapping			
Vendor Total-					685.00	
01513 Consolidated Communications						
0422	30336	11	FD Phones 10/18-11/17	10/18-11/17		
FD Phones 10/18-11/17			E 10-01-15-03		346.66	0.00
			Utilities / Communicat.			
Invoice Total-					346.66	
0422	30336	11	PD Phones 10/18-11/17	10/18-11/17		
PD Phones 10/18-11/17			E 10-05-15-03		438.80	0.00
			Utilities / Communicat.			
Invoice Total-					438.80	
Vendor Total-					785.46	
02523 Creative Digital Services						
0422	30337	11	Tax Bill Postage	106894		
Tax Bill Postage			E 01-01-20-05		1,468.46	0.00
			Supplies / Postage			
Vendor Total-					1,468.46	
02798 DB TREE						
0422	30338	11	Tree Removal w/Crane	740		
Tree Removal w/Crane			E 20-01-12-33		2,400.00	0.00
			P/W Contract / Tree Clear			
Vendor Total-					2,400.00	
02993 E-Kit Supply						
0422	30339	11	Training	111622-7		

Warrant 44

Jrnl	Check	Month	Invoice Description	Reference		
Description			Account	Proj	Amount	Encumbrance
Training			E 10-05-03-05		395.00	0.00
			Emp. Benfits / Training			
Vendor Total-					395.00	
00830 HYGRADE BUSINESS GROUP, INC.						
0422	30340	11	Sewer Billing	770943		
Sewer Billing			E 70-01-20-40		220.12	0.00
			Supplies / Dept./Office			
Vendor Total-					220.12	
00000 Kristin McNulty						
0422	30341	11	Reimbursement	October Mileage		
October Mileage			E 01-01-03-06		16.31	0.00
			Emp. Benfits / Mileage			
Postage			E 01-01-20-05		17.05	0.00
			Supplies / Postage			
Vendor Total-					33.36	
00343 L.W. MORGRIDGE & SON, INC.						
0422	30342	11	Septic Pumped	151879		
Septic Pumped			E 20-01-24-20		277.49	0.00
			Rep. & Maint / Building			
Invoice Total-					277.49	
0422	30342	11	Station Cleaning	151848		
Station Cleaning			E 70-05-24-10		1,332.49	0.00
			Rep. & Maint / Equipment			
Invoice Total-					1,332.49	
0422	30342	11	Station Cleaning	151849		
Station Cleaning			E 70-10-24-10		1,332.49	0.00
			Rep. & Maint / Equipment			
Invoice Total-					1,332.49	
Vendor Total-					2,942.47	
02475 Leaf						
0422	30343	11	PD Copier Lease	13847353		
PD Copier Lease			E 10-05-10-14		220.64	0.00
			Contract Svc / Contra/Maint			
Vendor Total-					220.64	
00458 NATIONAL WRECKER, INC.						
0422	30344	11	Towing Charge	5795		
Towing Charge			E 20-01-24-10		402.50	0.00
			Rep. & Maint / Equipment			
Vendor Total-					402.50	
02994 New England Baling Wire Inc						
0422	30345	11	Baling Wire	84499		
Baling Wire			E 20-25-24-20		1,795.00	0.00
			tation - Rep. & Maint / Building			
Vendor Total-					1,795.00	
02350 New England Kenworth						
0422	30346	11	Brake Knob	CP516024		
Brake Knob			E 20-01-24-05		10.86	0.00
			Rep. & Maint / Sup. & Mat.			
Invoice Total-					10.86	
0422	30346	11	Filters & Brake Can	CP515598		
Filters & Brake Can			E 20-01-24-15		589.31	0.00
			Rep. & Maint / Vehicle			

Warrant 44

Jrnl	Check	Month	Invoice Description	Reference	Amount	Encumbrance
Description	Account		Proj			
Invoice Total-					589.31	
Vendor Total-					600.17	
02025 Organic Solutions, LLC						
0422	30347	11	Compost Disposal Sept.	13108		
Compost Disposal Sept.	E 20-25-06-55				513.00	0.00
			tation - P/W Service / Spec. Waste			
Invoice Total-					513.00	
0422	30347	11	Compost Bags	13044		
Compost Bags	E 20-25-22-57				684.11	0.00
			tation - P/W Supplies / Compost Bags			
Invoice Total-					684.11	
Vendor Total-					1,197.11	
01244 P. GAGNON & SON, INC.						
0422	30348	11	Annual Tune Up	56577		
Annual Tune Up	E 10-05-24-20				260.29	0.00
			Rep. & Maint / Building			
Invoice Total-					260.29	
0422	30348	11	Service Call	61878		
Service Call	E 10-05-24-20				420.98	0.00
			Rep. & Maint / Building			
Invoice Total-					420.98	
Vendor Total-					681.27	
00617 SANEL NAPA						
0422	30349	11	Hose Clamp	363822		
Hose Clamp	E 20-01-24-05				3.99	0.00
			Rep. & Maint / Sup. & Mat.			
Vendor Total-					3.99	
02722 Sebago Technics, Inc						
0422	30350	11	Clover Farm Subdivision	202210210		
Clover Farm Subdivision	G 01-6666-03				1,781.80	0.00
			PB22-09			
Vendor Total-					1,781.80	
00002 Stellar Networks						
0422	30351	11	Sept. Managed Services	74131		
Laptop 889 Service	E 10-05-24-30				33.75	0.00
			Rep. & Maint / Computer			
Sept. Managed Services	E 10-05-10-14				604.02	0.00
			Contract Svc / Contra/Maint			
Vendor Total-					637.77	
00679 TEAMSTERS LOCAL UNION #340						
0422	30352	11	DPW&TS Union Dues	Aug-Nov		
Union Dues	E 20-01-03-01				2,218.00	0.00
			Emp. Benfits / Dues			
Vendor Total-					2,218.00	
02824 The Goodyear Tire & Rubber Co.						
0422	30353	11	Tire pick up	068-1078570		
Tire pick up	E 20-01-24-80				656.48	0.00
			Rep. & Maint / Tires			
Vendor Total-					656.48	
01853 Town Hall Streams, LLC						
0422	30354	11	Meeting Stream	14410		
Meeting Stream	E 01-01-05-24				250.00	0.00

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Jrnl	Check	Month	Invoice Description	Reference		
Description			Account	Proj	Amount	Encumbrance
Service Fees / Video Stream						
Vendor Total-					250.00	
00725 TREASURER OF STATE						
0422	30355	11	BMV 10/20-10/31	10/20-10/31		
BMV 10/20-10/31			G 01-2040-00		40,927.57	0.00
G/L DMV Regs						
Vendor Total-					40,927.57	
00827 TREASURER OF STATE						
0422	30356	11	October Weapon Permits	October		
October Weapon Permits			G 01-2050-00		120.00	0.00
G/L Weapons						
Vendor Total-					120.00	
00899 TREASURER OF STATE						
0422	30357	11	Oct IFW	October		
Oct IFW			G 01-2030-00		3,624.03	0.00
G/L Snow/Atv						
Vendor Total-					3,624.03	
00824 TREASURER, STATE MAINE						
0422	30358	11	October Dog Licenses	October		
October Dog Licenses			G 01-2010-00		126.00	0.00
G/L Hd.Dog						
Vendor Total-					126.00	
01267 VERIZON/WIRELESS						
0422	30359	11	FD Tablets 9/21-10/20	9918683167		
FD Tablets 9/21-10/20			E 10-01-15-03		68.56	0.00
Utilities / Communicat.						
Invoice Total-					68.56	
0422	30359	11	DPW iPad 9/20-10/19	9918553578		
DPW iPad 9/20-10/19			E 20-01-15-03		40.01	0.00
Utilities / Communicat.						
Invoice Total-					40.01	
Vendor Total-					108.57	
00906 W.B. MASON COMPANY, INC.						
0422	30360	11	Sheet Protectors	233687197		
Sheet Protectors			E 01-01-20-40		28.59	0.00
Supplies / Dept./Office						
Invoice Total-					28.59	
0422	30360	11	Tape & Water	233687561		
Tape & Water			E 01-01-20-40		36.30	0.00
Supplies / Dept./Office						
Invoice Total-					36.30	
0422	30360	11	Water Jug Deposit	CM1315574		
Credit Memo			G 01-9999-00		-18.00	0.00
Clearing A/C						
Invoice Total-					-18.00	
Vendor Total-					46.89	

Eliot

A / P Warrant

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Jrnl	Check	Month	Invoice Description	Reference	
Description	Account		Proj	Amount	Encumbrance
			Prepaid Total-	0.00	
			Current Total-	73,085.59	
			EFT Total-	0.00	
			Warrant Total-	73,085.59	

WE THE SELECTMEN OF THE TOWN OF ELIOT AUTHORIZE THE TOWN TREASURER
Kristin McNulty TO PAY THE INVOICES ON THIS WARRANT.

LAUREN DOW

Richard Donhauser

01E91EFC66E03406...
RICHARD DONHAUSER

WILLIAM WIDI

ROBERT MCPHERSON

Stanley Shapleigh