

Eliot Select Board Agenda
Thursday August 25, 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:** June 9, 2022, June 23, 2022
- E. Department Head/Committee Report**
 - 1. Town Manager's Report
 - 2. Planners Report
- F. Board and Committee Appointments**
 - 1. Board of Appeals Jay Meyer, Donna Knox
- G. New Business;**
 - 1. Authorize the Town Manager's Compensation Plan
 - 2. Bond Advisor Proposal
 - 3. Appoint Comp Plan Representatives
 - 4. Aqua-farming Moratorium
 - 5. Mainly SIPS-Burger Catering License
- H. Old Business**
 - 1. Comcast Contract
 - 2. Annual Road Salt Bid
- I. Approval of Warrants:**
 - 1. A/P Warrant #11 \$4,787.01
 - 2. A/P Warrant #12 \$5,019.55
 - 3. A/P Warrant #14 \$159,291.31
 - 4. A/P Warrant #16 \$1,470,701.02
 - 5. A/P Warrant #18 \$34,311.70
- J. Selectmen's Report:** Seeking Committee Members Listing
- K. Executive Session;**
- L. Adjournment**

Join Zoom Meeting

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Meeting ID: 869 4322 7168

Passcode: 789470

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Staff Report

Proposed Land Use Ordinance Amendments for the November 8, 2022 Town Special Referendum Election

August 25, 2022

Background: This agenda item provides a summary of land use ordinance amendments proposed for the November 8, 2022, Town Special Referendum Election

Issue: Proposed November 2022 Election Land Use Ordinance Amendments

Discussion: There are 5 amendments recommended. On August 16, the Planning Board held public hearings and voted to recommend approval of all 5 (4-0 vote, with 1 member absent). This meeting is for the Select Board to consider motions to place the amendments on the ballot/warrant and make your own recommendation regarding approval. The following is a summary of the amendments.

Site/Subdivision Plan Expiration, Phasing, and Performance Guarantees. These amendments were developed by the Ordinance Subcommittee of the Planning Board, with staff review. Currently, a site plan approved by the Planning Board expires if construction work has not started within 2 years, or work is not substantially completed within 3 years. The amendments maintain these expiration timeframes but add more details. They add a provision for a developer to ask for extension of site plan approval, but if so, site plan changes may be required to comply with ordinance amendments adopted since their initial approval. They add expiration dates and other provisions for phased developments. They clarify that development performance guarantees for street construction apply both to streets to be dedicated to the Town and streets intended to remain private. They add a performance guarantee for establishing landscaping. Finally, they establish a reapproval process for expired site plans.

Solar Energy Systems. These amendments make adjustments to the comprehensive land use regulations for solar energy systems approved by voters in June. The regulations distinguish between 2 sizes of systems – small-scale ground-mounted or roof-mounted (SES-SRs) and large-scale ground-mounted (SES-LGs). These amendments make SES-LGs allowable, subject to site plan review, in the Limited Commercial (LC) shoreland zoning district, if they are on appropriate soils. They also clarify the exceptions to SES-LGs being prohibited in certain ecologically sensitive areas of town. They better define the requirements for vegetated buffers around SES-LGs. They also place further limitations on SES-SRs in shoreland zoning, per Maine DEP review. (Recall that DEP must approve any changes to Ch. 44 – Shoreland Zoning – before they become effective.)

Maximum Number of Marijuana Establishment and Medical Marijuana Establishment Licenses. These amendments to Ch. 11 and 33 would limit the number of local marijuana licenses that can be active at any one time. The limits would be applied to different types of adult use or medical marijuana establishments: for adult marijuana stores: 8; for adult use marijuana cultivation or manufacturing facilities (combined): 13; for medical marijuana caregiver retail stores or dispensaries (combined): 4; for medical marijuana cultivation or manufacturing facilities (combined): 3. Testing facilities would be

exempt. The numbers are based on the adult use/medical establishments that are either in operation today or are in various stages of the approval process, from Planning Board submittal to being fully permitted and licensed to operate. The amendments also establish rules for how the maximums would apply. There is a provision for reducing the maximums in the event that a license is revoked, expires, or is voluntarily terminated. Local license applications would be reviewed on a first-come, first-serve basis. Another provision clarifies the need for a local medical marijuana establishment license.

Erosion and Sedimentation Control. The Town frequently updates its stormwater ordinance language to maintain compliance with the state's General Permit for Municipal Separate Storm Sewer Systems (MS4 permit). The Town is a member of the Southern Maine Stormwater Working Group (SMSWG), which develops resources to help each municipality comply with the MS4 permit and promote effective stormwater management and good water quality. MS4 communities are now being required to update their erosion and sedimentation control standards for construction sites that disturb one or more acres. SMSWG recently finalized a "model ordinance" that can be readily adapted to the Town Code. These amendments translate that model ordinance into the Town Code, ensuring that the Town stays in MS4 permit compliance. They also significantly expand the Town's existing erosion and sedimentation control standards, some of which haven't been updated since 1989. The main result of the adoption of these amendments will be a new Chapter 34 – Erosion and Sedimentation Control – with an eye toward improved construction practices to prevent/minimize soil from eroding from construction sites during storm events, or sediment or hazardous substances washing into streams, creeks, and the river.

Town Fee Schedule. Section 1-25 currently has fees related to Planning Board review, Board of Appeals review, building permits, driveways, etc. These amendments would authorize the Select Board to establish and maintain a master fee schedule, and they provide for the repeal of the codified fees in Section 1-25 once they are included in the master fee schedule. Currently, some fees in Section 1-25 are no longer providing cost recovery.

Fiscal Impact: Overall, staff believe these amendments will have either a positive or neutral fiscal impact.

Recommendation: Place amendments on November ballot and recommend approval.

Prepared by: Jeff Brubaker, Town Planner

Town Manager Recommendation: I would recommend the Select Board place the five (5) amendments on the ballot individually for the November 8, 2022 election. The Town Planner and the Planning Board has made great effort, thought and have engaged parties to develop these amendments. It would seem all five (5) are ready to go before the public for discussion, debate and ultimately be decided on at the polls.



Michael J. Sullivan
Town Manager

Draft SELECT BOARD MEETING

June 9, 2022 5:30PM

Town Hall/Hybrid

Quorum noted

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

A. Roll Call: Mr. Donhauser, Mr. McPherson, Mr. Widi, and Ms. Dow.

B. Pledge of Allegiance recited

C. Public Comment:

There was no public comment.

D. Approval of Minutes of Previous Meeting(s)

5:31 PM Motion by Mr. Donhauser, second by Mr. McPherson, to approve the minutes of April 14, 2022, as written.

Roll Call Vote:

Mr. Donhauser – Yes

Mr. McPherson - Yes

Mr. Widi – Yes

Ms. Dow - Yes

Unanimous vote to approve motion.

E. Department Head/Committee Reports

5:32 PM 1) Town Manager's Report

Mr. Sullivan said that a lot of good, positive things are happening in the Town Hall. We will talk about the Summit a little later in the agenda. We did meet today with the Kittery Sewer Department to make sure we're all on the same page for the project going forward and it looks like we have a good plan. I'd like to thank our Planning Director in particular for staying on top of that project.

Mr. Donhauser moved, second by Ms. Dow, that the Select Board accept the Town Manager's Report, as submitted, and direct that he post it on the Town website.

Roll Call Vote:

Mr. Donhauser – Yes

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Town Hall/Hybrid

Mr. McPherson - Yes

Mr. Widi – Yes

Ms. Dow - Yes

Unanimous vote to approve motion.

F. New Business:

5:33 PM 1) Request to appoint Michael Thompson to Aging-in-Place

Mr. Sullivan said that we have one associate member opening and we actually have three applicants. There is another applicant that will be on here next meeting. I approached the Chair and she would like us to just hold off on making an appointment because she wants to discuss with the committee whether there's another model to allow other people since there are interested parties. We certainly want to accommodate and applaud people for being interested in serving on these boards and committees. She hopes to have a message back to the SB, through me, by your next meeting to decide whether you want to expand it. It's an ad hoc committee so you have the authority to expand it. I went over a couple options with her. Perhaps, having an executive committee that meets on a regular basis then using the adjunct, or the associate, members on different committees for specific tasks. That way people could stay involved and, as people move out of the executive committee, maybe they move people in. It's a really great committee. Ellen Ceppetelli does a great job as does everyone. They are really enthusiastic. Having people involved in a positive group like that is what I think Eliot is all about. If there is a way we can accommodate without making it too cumbersome a committee to get their work done, I would just ask that the SB consider that request. Do interviews tonight and then, if you care to, and hold off on appointment until you hear back from the Chair.

It was the **consensus of the SB** to postpone appointment until the next meeting.

Mr. Donhauser invite4d Mr. Thompson to speak.

Mr. Thompson said that, in kind of being new to this, in a way, I want to help out and I've been in the community for a long time and would like to participate more in the community. I'd say that I'm kind of a cautious and deliberate type of person but I'm happy to dig in and work. I also do have some ideas that I'd like to share with the Aging-in-Place Committee. Being a retired builder and presently a semi-retired cabinetmaker, I guess my principal interest would be in housing as an issue with the Aging-in-Place Committee. ADUs have now been expanded, I believe, and maybe in the future deal with some zoning issues, encouraging the possibility of cluster housing with green spaces and maybe community gardens, and that

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June 9, 2022 5:30PM (continued)

Town Hall/Hybrid

kind of idea. In my mind, these would enhance, just in general, the ADUs, affordability housing for older people because a lot of people are on fixed incomes. I think these would all enhance connectivity among people in the community. Another thing I would like to work on with the Aging-in-Place Committee is finding ways for aging residents to stay engaged in the community. People, as they age, tend to be a little more isolated and it would be really nice to find ways to pull people in so they don't become so isolated and would feel more productive and possibly even employed. I think that would help the entire community, as well. Regarding healthcare, I don't know if the Town could support a small family practice-type of clinic in Eliot. Another issue is transportation and possibly have public transportation if Eliot could do it. Maybe a shuttle bus or something like that. I've Zoomed in on a couple of Aging-in-Place meetings and noticed how enthusiastic they are so it seems pretty good. Just in general, it seems like a good way to improve a community-kind of togetherness, communication with each other just on an individual basis with all people.

5:40 PM

Mr. Donhauser said that it's interesting that you brought up housing. In fact, just today I have a sister-in-law that is in need of like subsidized housing. I checked out Barron Place. They have 41 units and they have a waiting list of 37 people. In checking in York and all around, they are all full. There is a need for affordable housing.

Mr. Thompson said that, in the Town with the way it's set up, it's probably a challenge for the Town to come up with funding to be able to support affordable housing and give people rent relief, or whatever. Maybe there are ways to try to do that or encourage some more State funding to help with affordable housing. Again, I think zoning might help, too, so that this could encourage ADUs to be built and to just increase housing without increasing congestion. That's a topic of some conflict or difficulty as Eliot is a nice, quiet little Town and we don't want to lose that atmosphere. I think there are ways to do that, again with more public transportation as we increase housing for people who need affordable housing; that we can find a way to not increase vehicle congestion. More sidewalks will help with that. It was kind of in there on the application about conflict of interest, so I would want to be very careful, being in that industry, to not have even a perception of conflict. If I encourage something to happen with housing, if there was any possible way that I would personally benefit from that, I would need to recuse myself when they are voting on that, and that needs to be completely transparent.

5:44 PM

Mr. Sullivan said that the Capital Improvement/Town Hall/Building Committee just had some openings, as well. I don't know if Mr. Thompson would be interested in that. One of the key discussions about if we do expand this particular

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June 9, 2022 5:30PM (continued)

Town Hall/Hybrid

Town Hall in a renovation project, how can we harness that investment more acutely and get more out of it by using it in off hours for the senior activities, for winter activities, and he hit on some of that. The other one is the Comp Plan. The Planner is soon kicking off the Comprehensive Plan update and all the things that Mr. Thompson hit on are exactly the things that discuss and should be continued to be discussed about accessible transportation, different modes of transportation. We were talking about electric vehicles. Seeing if we can get more coverage for the Route 236 run of the Seacoast RTA. It comes once a day to the Eliot Commons. It would be good if we could figure a way to expand that. We've been talking to Eliot Commons about having a park-&-ride there, getting a trolley down there. So, I really appreciate what you're saying. If you are interested in those, I can give you more information on that, as well.

Mr. Donhauser said that we are pleased that you applied. Thank you.

1) Request to appoint Karen Tomanio to Aging-in-Place

Appointment action postponed.

G. Old Business:

5:46 PM 1) Summer Summits

Mr. Sullivan said that I would like to get input on what I presented to you. What I've heard from members of the public has been really positive, particularly from other boards and committees. They are interested in having these charrettes and being able to meet during the summer to talk about some of the things they feel are most important or are facing Eliot. If the SB thinks it's a good idea, and thinks there's subject matter I can whittle it down to, that would be helpful. One of the ideas I presented was to have one meeting in the summer for the SB and use these summits as kind of an offset, allowing you to use your time to attend those meetings, which would primarily be in the day because they are going to involve staff, as well. We certainly want to get well-rounded input. You have in your ordinance that you are to meet twice a month so there are a couple ways you could consider that. You could have the regular schedule, meet, and not have a quorum but have an informational meeting, if people are working on some of these other projects. The other thing is you could schedule the meetings, one at 5:30PM and one at 6PM, that meets the tenet of it. I think it's kind of a clumsy part of your ordinance. It's pretty commonplace to have these kinds of changes, particularly in the summer, for planning exercises and building relationships between committees. I've seen it work really well elsewhere and we could tailor it to schedules for not only the SB but for when people are on vacation here, and other things. It's a big project. It's very different than I think you've had before. It

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will consume a lot of my time, I'm sure, but I really think it's worth it. Hopefully, you will consider it and give me my marching orders as you see fit.

5:49 PM Ms. Dow said that I love it. I was reading over your topics, again, and thought that they were great. It seems you put a lot of thought and planning as to how it would work and we appreciate all of that. I'm looking forward to it.

Mr. Sullivan asked if there are any particular areas you would change or you would prioritize.

Mr. Donhauser said that I think it's a pretty broad spectrum of topics and interaction with various groups. I'm actually sort of excited to do this and interact with the Town employees, too. I think that's really important and appreciate that. I think we certainly want to move forward.

5:51 PM Mr. Sullivan said that the idea is to have a primary meeting on July 14 and August 18 and getting a sign-off from our legal counsel as to scheduling two meetings back-to-back to meet the ordinance. Hopefully, we'll be able to talk about some of the changes that need to be made to the ordinances or the Charter, not just on this subject matter but other things. Hopefully, if you have a dialogue with Town employees, you're going to find that they have a number of things that really make a lot of sense. Thank you very much. I appreciate it.

H. Approval of Warrant(s):

5:53 PM Mr. Donhauser moved, second by Ms. Dow, that the Select Board approve A/P Warrant #108 in the amount of \$55,933.47, dated May 25, 2022; A/P Warrant #110 in the amount of \$118,570.32, dated June 1, 2022.

Roll Call Vote:

Mr. Donhauser – Yes

Mr. McPherson - Yes

Mr. Widi – Yes

Ms. Dow - Yes

Unanimous vote to approve motion.

Mr. Donhauser said that this is a formality. We actually approve these warrants before they are issued.

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Mr. Sullivan said that, to that point, if anyone has a question about what their tax dollars are going to, they can go to this packet (Town website), look at these warrants, and see exactly who these warrants are being written to.

I. Selectmen's Report: Seeking Committee Members Listing

5:54 PM Mr. Donhauser discussed the "Safe Summer Kickoff" presented by EliotConnects and the Eliot Police Department – "Start the summer with some fun with your neighbors & local first responders!" They want to stuff a cruiser with items like sun block, bug spray, tick remover, and gas and grocery gift cards. There will be fun and games, a bike rodeo and safety, and a chance to meet first responders and check out their equipment. It will be held June 11th from 9AM to noon at the Eliot PB/Dixon Road Recreation area.

Mr. Widi said that there will be a candidates' meeting at the same time at the gazebo where you can meet and talk with candidates. Mr. Wypyski put that together.

5:56 PM Mr. Widi said that he went to the Budget Committee meeting last night. Same answers, same stuff. The whole inviting Mike to a meeting thing was then inviting Carol several months ago. We're never going to see eye-to-eye. It wasn't really argumentative. It was just the same differences of opinion.

Mr. Donhauser asked wasn't there an issue about training for the Police Department. As it was related to me, the Kittery Police Department always got their training for free when Mr. Strong was the Chief.

Mr. Widi said yes. He might have misremembered that they had a budget of \$10,000/year just for the police department for training. They didn't really give me new answers. It seems like they were upset with the communication thing. I told them I'd come in every couple of months and communicate directly to them and they said okay.

5:58 PM Mr. McPherson asked if Mr. Sullivan would explain the police presence as far as the election just so that people know that there will be a police presence at the school during the election.

Mr. Sullivan said that there will be a police presence at the polls on Tuesday during the voting and after the voting, making sure it's secure there and protected. We will also have a police presence here the following day. There have been some veiled threats made to the different departments and we take any threat to employee safety very seriously. We understand the importance of elections and how important it is to vote but making employees uncomfortable or feel

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threatened is not something that reflects the real values of Eliot and I think you'd all agree with that. So, we're beefing up protections during the election and around here the following day just to make sure nothing happens unexpectedly. Also, on a long-term basis, the Police Chief and his staff are starting to do an analysis of safety and security of this building. We all know that there are very tragic things happening all across this country and we certainly want to make sure that we'll be able to say long into the future that it would never happen in Eliot and, in fact, it doesn't happen in Eliot. But it's an unfortunate world we live in and we have to take a hard look at safety and security needs, particularly when we have these email threats and comments that are making staff feel uncomfortable. They are our most valuable asset.

6:01 PM Mr. Donhauser said that I welcome emails from any individual. What I don't welcome is profanity. I think that's totally unacceptable. I think they should check their email before they hit the send button because those emails are out there pretty much forever. Within the past month, there have been a number of emails received where there was profanity present. It takes the substance out of the email and they lose whatever they're trying to accomplish.

Mr. McPherson added that those emails can be requested through FOIA and made available to the whole public. The Freedom of Access works very well and they have the right to know.

6:02 PM Mr. Donhauser said that it precipitated concern among the staff of the Town Select Board members, Fire Department members. There's a concern that, with the individual that's doing these emails, there is something wrong or doesn't make sense. So, we're concerned, as a result, that there is an uptick. There is going to be a police presence at the polls. Communication with the police between this building and where we're voting. It's generally what's happening in the world today.

6:03 PM Mr. Sullivan said that I just want to make sure that people know that it's still very safe in Eliot and it's very safe to go out and vote. We're going to make sure it's safe. So, don't feel you can't go out to vote because you're in danger. The purpose is always to keep citizens and employees safe. None of us would ever want to scare voters away. We're going to make it safe so come out and vote.

J. Adjourn

Mr. Donhauser moved, second by Ms. Dow, that the Select Board adjourn.

Roll Call Vote:

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Mr. Donhauser – Yes

Mr. McPherson - Yes

Mr. Widi – Yes

Ms. Dow - Yes

Unanimous vote to approve motion.

The meeting adjourned at 6:05 PM.

Respectfully submitted,

Ellen Lemire, Recording Secretary

Mr. Robert McPherson, Secretary

Date approved:

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1 Quorum noted

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

5 A. Roll Call: Mr. Donhauser, Mr. Widi, Mr. McPherson (Zoom), Ms. Dow, and Mr. Shapleigh.

7 B. Pledge of Allegiance recited

9 C. Select Board Annual Re-organization

11 5:31 PM Chair:

Mr. Donhauser said that I will accept nominations from the SB.

Mr. Widi nominated Mr. Donhauser as Chair. Second by Mr. Shapleigh.

Mr. Donhauser asked if there were any other nominations.

There were none. Mr. Donhauser closed the nominations, second by Ms. Dow, and asked for a roll call vote.

Mr. Donhauser – Yes

Mr. McPherson - Yes

Mr. Widi – Yes

Ms. Dow – Yes

Mr. Shapleigh - Yes

Unanimous vote to approve motion.

Richard Donhauser is elected Chair.

32 5:32 PM Vice Chair:

Mr. Donhauser said that I will accept nominations from the SB.

Mr. Donhauser nominated Mr. Widi as Vice Chair. Second by Mr. Shapleigh.

Mr. Donhauser asked if there were any other nominations.

There were none. Mr. Donhauser closed the nominations, second by Mr. Shapleigh, and asked for a roll call vote.

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Mr. Donhauser – Yes

Mr. McPherson - Yes

Mr. Widi – No

Ms. Dow – Yes

Mr. Shapleigh - Yes

Vote was 4 to 1 to approve motion.

Bill Widi is elected Vice Chair.

5:33 PM Secretary:

Mr. Donhauser said that I will accept nominations from the SB.

Mr. Widi nominated Mr. McPherson as Secretary. Second by Mr. Donhauser.

Mr. Donhauser asked if there were any other nominations.

There were none. Mr. Donhauser closed the nominations, second by Ms. Dow, and asked for a roll call vote.

Mr. Donhauser – Yes

Mr. McPherson - Yes

Mr. Widi – Yes

Ms. Dow – Yes

Mr. Shapleigh - Yes

Unanimous vote to approve motion.

Bob McPherson is elected Secretary.

D. Public Comment:

5:34 PM Mr. Brubaker gave a quick Planning Board update. Carmela Braun, PB Chair, is here. I just wanted to acknowledge her. She was just re-elected as PB Chair. We're moving forward with the Comp Plan update. We hope to release our Request for Proposals (RFP) to get a consultant for the Comp Plan process by the end of this month or early next month. We hope to have a suggested committee structure for the guidance committee, or steering committee, that's kind of going to guide the Comp Plan process, followed by a recruitment period to get folks on that committee. Then we're really hoping to be pretty solidly underway with the

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Comp Plan update process by the fall, including having a community survey out and a table at Eliot Festival Day. The Comp Plan was last updated in 2009.

Mr. Sullivan thanked the Planning Director for his diligence; that he's a great person to work with. We've been discussing how the upcoming items on your agenda, the Summer Summits, will fit nicely to kind of add a fuel source for the Comp Plan update. We appreciate that and will continue to work together on that.

E. Approval of Minutes of Previous Meeting(s)

There were no minutes tonight.

F. Public Hearing:

5:36 PM Public Hearing opened for renewal of a Special Amusement Permit for Dancing and Entertainment at Shipyard Brew Pub I, 28 Levesque Drive.

Applicant – Fred Forsley (not present).

There was no public comment.

5:37 PM Public Hearing closed.

Mr. Donhauser moved, second by Mr. Widi, that the Select Board approve a renewal Special Amusement Permit license application for Shipyard Brew Pub I, LLC.

Mr. Donhauser – Yes

Mr. McPherson - Yes

Mr. Widi – Yes

Ms. Dow – Yes

Mr. Shapleigh - Yes

Unanimous vote to approve motion.

5:38 PM Public Hearing opened for Green Alien, LLC d/b/a Cannabis Cure for an Adult Use Retail Store license at 28 Levesque Drive, Unit #3.

Applicant Representative – Attorney Malina Dumas (Zoom) was present.

Attorney Dumas said that I am based in Windham, Maine. I work with the applicant, Mark Crockett, of Green Alien Cannabis Company on the application materials for this Adult Use Marijuana Retail Store license. The application was

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Town Hall/Hybrid

deemed complete and complies with Town code. I don't have much to say other than just to let you know I'm in the audience and I'd be happy to answer any questions if they do arise. I believe this is the first time appearing before the Eliot Select Board so I just wanted to take a moment to say I've been very appreciative of the responsiveness and diligence of the Town Manager, Michael Sullivan, and his staff. Everyone's been extremely helpful through this process and I can tell that the goal is to make sure compliant businesses can thrive and contribute to the community in Eliot. So, I just really wanted to express my appreciation for everyone's help and guidance through this process. Thank you for your consideration of the application.

Mr. Shapleigh said that Unit #3 is the new building.

Mr. Donhauser said yes.

Mr. Sullivan said that I spoke to a couple of the tenants and they are very appreciative. This was a catalyst for upgrades in the parking lot. It was a large investment.

5:40 PM Public Hearing closed.

Mr. Donhauser moved, second by Ms. Dow, that the Select Board approve a license application for Green Alien d/b/a Cannabis Cure at 28 Levesque Drive, Unit #3.

Mr. Donhauser – Yes

Mr. McPherson - Yes

Mr. Widi – Yes

Ms. Dow – Yes

Mr. Shapleigh - Yes

Unanimous vote to approve motion.

G. Department Head/Committee Reports

5:41 PM 1. Town Manager's Report

Mr. Sullivan apologized and said that I was so tardy in getting this report to the SB. It was a rough week. We had things going on last week and then I had some illness so I'm trying to rebound from that. As you can see in the report I get into a discussion about the elections and the affect it's having on the Town. The concern about the Workman's Comp being removed from the budget and, also, the wage and training funds. I'm also disappointed there was a reduction in what I thought

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was a fair amount for paving and for investing in Eliot. As you know, I'll be asking you tonight to call a **Special Town Meeting** to have an open, fair discussion about these. These were unforeseeable. As your Charter calls for, the SB has the right to call, and I think would be responsible to call, a Town Meeting. As you see, we talked a little bit about the **Transfer Station** and some of the changes that we are hoping to make there. I'm sure there will be a lot of opinions one way or another because change is always difficult. But we have to find a way to put better controls in place at the Transfer Station. The Auditor, myself, the Finance Director, and the Public Works Director have been working together to try to find best practices to put in place to make it more functional. I talk about the **ongoing audit**. It has been very difficult and there's a lot of gaps that we're trying to fill. My hat's off to Kristin McNulty, Finance Director, who has taken on the role of looking and shepherding the audit. At the same time, considering what kind of changes we need to put in place to avoid having so many complications in the future and to have better administration of the budget and the cash of the taxes that come into the Town from the people of Eliot. As I've said to some of you privately, the results of this audit are not going to be pretty. There's going to be some serious findings that will be painful but, out of it, we will have a stronger model and a stronger foundation. I hope you and the public can be patient with us as we implement change and try to improve our operations.

5:44 PM Mr. Donhauser asked about the timeline when it's expected to be completed.

Mr. Sullivan said that it was expected to be completed in the beginning of June. Every time we think we're making progress something else comes up that we have to address. Right now, there are some reserve accounts that we're trying to get to a stable place on. As you may know, we're also at the same time converting to a new bank – Kennebunk Savings – in Town. We think the savings will around \$14,000 to \$15,000/year in just making that change. They've been great to work with and the faster we can move over there the better off we are going to be. That's part of the foundational training. Hopefully, we'll have some answers in the next couple of weeks but I certainly don't want to promise anything.

5:45 PM Mr. Donhauser asked if we've moved to a different payroll system.

Mr. Sullivan said that we've taken the initial steps. We haven't actually used the Harper system, yet, but they have all of our contracts. They are embedding those contracts in the system. There are other items we need to migrate over but it really has been all hands on deck. As you know, we're shorthanded. We've had some illness in the building that has caused us to be short-staffed and getting to all the things we're trying to do has been a challenge. But we're in it for the long haul.

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Mr. Donhauser moved, second by Ms. Dow, that the Select Board accept the Town Manager's Report, as submitted.

Roll Call Vote:

Mr. Donhauser – Yes

Mr. McPherson - Yes

Mr. Widi – Yes

Ms. Dow – Yes

Mr. Shapleigh – Yes

Unanimous vote to approve motion.

H. New Business:

5:46 PM 1. End of Fiscal Year Update, Carry-overs

Mr. Sullivan said I apologize. This is my first go-around in the year in Maine and the rules are somewhat different. After going back and forth with the Maine Municipal Association (MMA) and our attorneys, it was determined that we actually don't have to do the carry-overs tonight. They can wait until we have the books closed on 2022. We will be coming up with some money we would like to carry over into the next fiscal year. There are some adjustments we're going to have to ask you to make at the end of the year in various accounts but we're trying to get to a stable place as part of the audit and part of the end-of-the-year exercise. We're getting closer but we're not quite there, yet, so thank you for your patience.

5:48 PM 2. FY 23 Budget/3. Special Town Meeting July 13, 2022

Mr. Donhauser said that this item sort of plays into the Special Town Meeting so we can spend a few minutes discussing what we have now on the table for the FY 2023 budget.

Mr. Sullivan said that, as you know, by all accounts people felt that the ballot was somewhat confusing. We essentially ended up cutting Workman's Comp out of the budget, which is a dangerous way to proceed. Workman's Comp insurance is not required by the State of Maine, or any other state, but Workman's Comp as a coverage you're exposed to. A major injury could be catastrophic for a community that goes without insurance. That's about a \$74,000 cost a year when it's all combined. I spoke again today to the attorneys about it and they agreed that having it in administration avoids some of the issues you might deal with from a personnel matter, HIPAA matters, when it's parsed out to different departments. I

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suggested to the Budget Committee that we can divide that out at the end of the year for them to make assessments; that we could look at what was assessed to each department. That doesn't necessarily have to be part of the budget. I was disappointed that there was about \$560,000 cut from the paving budget. As the SB is aware, Mr. Robinson was able to sign an agreement with our contractor to extend for one year at a rate that is much lower than what the market is showing. Where the State and other entities are seeing 8% to 9% increases, we are at 2½%. So, we had an opportunity to catch up on a lot of the paving but that was cut. The voters voted it. I respect that. We will reassess that. I think it's a lost opportunity. When I asked to restore \$139,175 back to the administrative budget, that also includes technology that I was looking to put forward; that it's technology that's meant to, for a lot less, better serve the public with efficiencies and I think that given how this we are with staff, it's critical that we keep on looking at ways, such as having a payroll system that's more up-to-date and more efficient. So that's part of what I'm looking to restore there. With the last item, we've seen people leaving. We've had a retention problem long before I came to Town. I feel really strongly that we need to ask at Town Meeting for people to give consideration to a training and wage budget. I know that there's been an accusation made that I should be telling you or I should be telling the Budget Committee who is going to get training and who is going to get a raise. I can tell you who is not getting a raise, and that would be me. I'm not fighting for myself. But I recognize that there's people in our great team, here, that really deserve to have consideration. There was a study done two years ago and it pointed out where some of the changes are necessary and needed to help with this retention issue. I think we need to have training and, as we ask people or pay people or compensate people more, we're going to be asking them to do more; to take more responsibility, to take more training, to do more licensure. For example, I had an employee who, we didn't have a local health officer, took it upon herself to take the classes, get certified, and could be appointed as the local health officer. Unfortunately, she's also one of the people who has been offered a new job elsewhere at much higher pay. So, those are the type of personnel of people we can't continue to lose. So, I really hope at Town Meeting there's an impassioned plea for us to invest that money. Long-term, that's a great investment to keep our costs low. I understand the short-term, or the nearsightedness, of saying that this is going to increase our costs. I don't feel that's true. You saw that the Town voted for a revenue number that this budget is well within, so, it's a case of where the people voted for the lower revenue that the SB put forward, not the Budget Committee, and any of these increases are well within that. They're well within LD1. They're lower than the cost that the State is saying that a government our size should be. It's a very economical government but we can't continue to put strain on the system by paying people less, by not investing in technology, by not investing in the Town of Eliot, whether it be paving or other infrastructure. I'm hoping the SB can see the sensibility in calling for a Town Meeting. The warrant

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has been reviewed by Town counsel. We have secured Eliot Elementary School for that evening and I hope you can consider it. That takes care of Items #2 and #3 of your agenda.

5:55 PM

Mr. Donhauser said, regarding Workman's Compensation, that that is an insurance premium that we would pay and it is approximately \$75,000/year. What the Budget Committee did, and what they were attempting to do, was to have us take the budget of \$75,000 and allocate it out to each department. The budget that we offered to the Town showed \$75,000 and then the Budget Committee allocated that down, so they reduced the administrative budget but they increased the budget downstream to the departments. With the voter going for the lower number, which is acceptable, they took out the administrative amount for Workman's Comp (\$75,000). But also, the numbers were higher and they took the SB numbers for the departments and essentially eliminated Workman's Comp in the other accounts. Essentially, they eliminated Workman's Comp. The problem with that is that you can have one injury and it can be catastrophic and could affect the individual for the rest of their life; that that person would be on the Town's payroll, in a sense, and we'd have to compensate that person under our own self-insured. I don't think we want to be in that position. The second thing is an argument against taking the budget and moving it down into these departments arbitrarily because you really don't know...I guess you can do it on payroll or something like that, you can allocate it but I'm not exactly sure. That's really not the cost to that department. For example, take the Fire Department and they have no injuries or any Workman's Comp claims. That department doesn't really have any cost on Workman's Comp. Let's say the DPW has a \$50,000 claim. It would appear to me that we would want to charge that department's \$50,000 claim but the budget would stay up in administration. It would go against the administrative budget but then you could say that that department just incurred a \$50,000 expense. But to arbitrarily move the budget among the departments, that's sort of a false accounting of Workman's Comp and I think that was the whole issue that didn't get resolved before the Town voted. All the other issues I think are important that we do have a Special Town Meeting. An open Town Meeting where people can stand up, ask questions, and truly understand what those Articles were doing. For example, a paving contract at a lower price this year where we can buy asphalt while we're paving at a much more reasonable price, certainly, that contract ends and the price will increase substantially and primarily because oil is going up. The other thing that Mr. Sullivan brought up is that we had some really good personnel here. You can't blame them for looking elsewhere where they can make \$5,000 to \$10,000 more for the same position at another municipality. We're sort of a training ground, in a sense, and it's becoming rather apparent that the turn-over is not an acceptable mode of operation and we have to stop that. That's another reason for having the Town Meeting so that we can actually explain to the public. My wife and I voted

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absentee ballot and she couldn't understand what was going on. I explained to her my position and she found it very confusing, the number of articles she had to look at and what every article meant. The other thing that really bothered me was the "none of the above" and I know that that's in our Charter. What was very unusual this year was in the Library. For example, the Budget Committee recommended last year's budget and the SB recommended what was asked by the Library, but "none of the above" was last year's budget. It was like you could vote twice on that. I'm not sure how the thinking is; that I think that some members of the Budget Committee that, because there are a number of people voting "none of the above" and the Budget Committee's recommendation, that that is somehow is making the referendum on the Library and I don't think that's true at all. The Library won even though there were votes in the negative that exceeded the positive votes. So, it was a very confusing ballot structure.

6:01 PM

Mr. Widi said that every person I talked to after the election and I explained that we don't have money for Worker's Comp, it's like they're offended, and they should be, absolutely. It's crazy. Doing things this way is insane. Technically, there are five options. You can have SB recommendations, Budget Committee recommendations, Citizen's Option, "none of the above", or just 'blank' it. So, the way we have it at five options is insane. I looked at every town from Kennebunk, south, and they all have budget voting "yes/no". 'Yes' you approve. 'No' reverts to last year's number. I think it benefits the Budget Committee, or if you have a year like this year that people don't want to spend the money, just vote no. But adding five options and then having something like this. We don't really have a choice. We have to do this Special Town Meeting. To not have the money we need is reckless, dangerous. In my opinion, anybody who thinks we shouldn't do it, shouldn't be here. Moving forward, we really need to at least put the option out to the voters to switch to a 'yes/no'. I did an informal survey just to get people's opinion and it was overwhelming that people want 'yes/no' budget voting, in line with everyone else. We are on an island, by ourselves, the only ones doing it this way. Are we brilliant or are we crazy. Obviously, that we have to call a Special Town Meeting, we're not brilliant. So, we need to look at making some changes there.

6:03 PM

Mr. McPherson asked when our Worker's Comp policy expires.

Mr. Sullivan said July 30; that we have to make our next payment by July 30.

Mr. McPherson asked if we bid that out or are we just going with Maine Municipal.

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Mr. Sullivan said that we go with Maine Municipal. We could bid it out at some point. Either way, whether we bid it out or not, we still have to have money to pay Workman's Comp.

6:04 PM Mr. McPherson said that I understand that. As far as not bidding it out, maybe we should be. And, if the voters realize that, if we don't approve this money, that whether Police, Fire, Admin, whatever, it's coming out of their budget because we have to have Workman's Comp. I don't know clearly what the PD's number is but the Police Chief is going to have to take that money somewhere out of his budget to pay for Workman's Comp, if I'm correct, because we have to have it. We don't have a choice and the people need to realize that.

Mr. Donhauser said that we either buy the insurance or we self-fund it (taken from department budgets).

6:05 PM **Mr. Donhauser moved, second by Mr. Widi, that the Select Board call a Special Town Meeting for July 13, 2022 to be held at Eliot Elementary School Gymnasium at 5:30PM to address issues which were unforeseeable at the Annual Town Meeting held June 14, 2022 pursuant to that warrant.**

Mr. Donhauser – Yes

Mr. McPherson – Yes

Mr. Widi – Yes

Ms. Dow – Yes

Mr. Shapleigh – Yes

Unanimous vote to approve motion.

Mr. Donhauser moved, second by Mr. Widi, that the Select Board accept the warrant as presented and direct the Town Clerk and Town Manager to post, distribute, and otherwise notify the citizens as required or permissible to the greatest extent feasible, with respect to this Town Meeting.

DISCUSSION:

Mr. Sullivan wanted to note that, regarding the warrant, there were other things, such as the paving, that are not on this warrant that are needed but we understand and tried to be fair to the voters. We also reduced the wage and training significantly. We cut \$84,000 off of that for this year. It's not that I don't think that we need that amount but, just to be respectful to the voters, I recommended the lower amount. I also think that we have to send a signal to our staff we're still in there and fighting for them and really respect the work that they do every day.

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Mr. Donhauser said that the warrant that that motion addresses is in our packet.

6:07 PM

Mr. Sullivan said yes; that it addresses three articles. One is where you elect the moderator. Article 2: *"To see if the Town will vote to raise and appropriate the sum of \$139,175 to the FY 2023 Administrative budget, bringing the total amount including the Annual Town Meeting held on June 14, 2022 appropriation to \$1,545,639 for FY 23."* That would include the Workman's Comp and the technology that I discussed earlier. Article 3: *"To see if the Town will vote to raise and appropriate the sum of \$110,000 to the FY2023 Reserve Account budget, bringing the total amount including the Annual Town Meeting held on June 14, 2022 appropriation to \$190, 944 adding \$110,000 to the "Wage and Training" line."* I would also just like to make a comment on that. It may have been easier to just put the amount into the Administrative budget. That would have given the Town Manager a free hand to make whatever changes he wants to the schedule. But, by putting it in a reserve account, there is the additional oversight of the SB. So, any plan that the Town Manager devises to give additional compensation, to pay for training, has to come back before the SB as an added safety valve to make sure that the public trust is being revered and put forth. I think that got lost in a lot of the conversation, that by putting it in a reserve account, there is actually more checks and balances and more oversight. I hope the public respects that and understands.

Mr. Donhauser clarified that your comments were directly related to Article #3.

Mr. Sullivan said yes.

DISCUSSION ENDED

Mr. Donhauser – Yes

Mr. McPherson – Yes

Mr. Widi – Yes

Ms. Dow – Yes

Mr. Shapleigh – Yes

Unanimous vote to approve motion.

6:10 PM

4. Annual Appointment of Officers

Mr. Sullivan read the Annual Appointments for 2023 List of Officers:

- Animal Control Officer – Kristina Buckley
- Code Enforcement Officer, Local Plumbing Inspector, E-911 Municipal Coordinator – Rochelle Bishop
- Assessor – Brentley Martin

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- Civil Emergency Preparedness Officer – Jay Muzeroll
- Road Commissioner, Sewer Superintendent – Steve Robinson
- Town Clerk, Freedom of Access Officer, Excise Tax Collector – Wendy Rawski
- Treasurer/Finance Director – Kristin McNulty
- Tax Collector – Brenda Harvey
- Election Warden – J. Peter Dennett, Maryann Place
- General Assistance Coordinator – Melissa Albert

6:11 PM Mr. Donhauser moved, second by Ms. Dow, that the Select Board accept and appoint the annual appointments, as presented and read by the Town Manager.

Mr. Donhauser – Yes

Mr. McPherson – Yes

Mr. Widi – Yes

Ms. Dow – Yes

Mr. Shapleigh – Yes

Unanimous vote to approve motion.

I. Old Business:

6:12 PM 1. Summer Summits

Mr. Sullivan said that, before the date was set for a Town Meeting, we were hoping to set then for July 13 and 14. They would be in the daytime. The topics are: #1 Policies, Ordinance, and Charter – Wendy Rawski; #2 Municipal Image, Internal and External – Melissa Albert; #3 Land Use, Zoning, Infrastructure, Economic/Community Development – Jeff Brubaker; #4 Financial Forecasting – Brent Martin and Kristin McNulty; #5 Community: Housing, Resources, Volunteerism, Public Safety – Elliott Moya. The idea is, if the SB directs me to go forward with this, I would then be contacting various board Chairs to appoint one member from their boards to attend any of the summits to give that board's input. The hope is that that board member will go back and create discussion about what was talked about at the summit. It will hopefully serve to have people get to know each other better, have more exposure to the Town Hall staff in a different setting, and have the Town staff explain to the public some of the limitations and constraints that we have that might not be obvious to the average person. I think, overall, it would be good. We also want to include, where appropriate, non-profits, businesses, church groups, anybody who can come. I get the criticism that we're doing these in the daytime. Let's see how they work and if they work well.

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Maybe we do a Saturday or another day but hopefully this will get us up walking and then running. Then, once the running starts, I'll hand it off to the Town.

6:15 PM Mr. Donhauser said that this is over a two-day period, July 13 and 14.

Mr. Sullivan said yes. I may be asking you to change that with Town Meeting and everything else. But right now, I'm going to try to stick with the 13th and 14th.

6:16 PM Mr. Donhauser asked if it was important we stay in July.

Mr. Sullivan said that the idea is that we hope we'd be in a period where people have a little bit more time. Some people will claim they have less time and that may be true. Then we're hoping to schedule summits again in August where a participant from a various committee will come back and report to the group. Then, maybe we can form something a little more cohesive to have in September. Maybe a larger summit. Maybe Heritage Days is an appropriate place but let's work through that and think about it. As I mentioned before, I think this is a really good entrée with what you're going to be doing with the Comp Plan.

6:17 PM **Ms. Dow moved, second by Mr. Widi, that the Select Board endorse and direct the Town Manager to proceed with the summit schedule as outlined and to notify Board and Commission Chairs or other contributors to invite their participation as described.**

Roll Call Vote:

Mr. Donhauser – Yes

Mr. McPherson – Yes

Mr. Widi – Yes

Ms. Dow – Yes

Mr. Shapleigh – Yes

Unanimous vote to approve motion.

6:18 PM **2. Aging-in-Place Committee Appointments**

Mr. Sullivan said last time I was asked to go to the Chair of the Aging-in-Place, Ellen Ceppetelli, and she brought it back to the Aging-in-Place Committee. They have suggested we go to seven voting members and two non-voting associate members. Presently, there is one associate member and one associate member open. That would allow for two new voting members to be added to the committee. You interviewed Mike Thompson at your last meeting. You also have a request from Karen Tamino to be placed on the committee. There is also another

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applicant I haven't gotten an application for, yet, but I told Carol McMann that we'd be interested. So, it would be up to you to decide who you want to make as the two voting members for a three-year term and then an associate member for a three-year term.

6:19 PM Mr. Donhauser asked what the wish of the SB was. Do you want these individuals come before the SB.

Mr. Widi said that Mike Thompson already did.

Mr. Donhauser asked Mr. Sullivan for the names again.

Mr. Sullivan said that Michael Thompson and Karen Tamino have been interviewed and submitted applications and have met all the requirements. There is still one outstanding applicant, Carol McMann, that hasn't submitted, yet, so that would be at a future meeting. This is an ad hoc committee so you have the right to expand it. It is solely up to the SB. I suggest a motion to expand would be advisable to a seven voting-member committee with two associates (alternates). Then, if that simple motion is made, then you can decide if you want to make the appointments.

6:21 PM Mr. Widi moved, second by Ms. Dow, that the Select Board expand the Aging-in-Place Committee to seven voting members and two associate members.

Mr. Donhauser – Yes

Mr. McPherson - Yes

Mr. Widi – Yes

Ms. Dow – Yes

Mr. Shapleigh - Yes

Unanimous vote to approve motion.

6:23 PM Mr. Widi moved, second by Ms. Dow, that the Select Board appoint Michael Thompson and Karen Tamino to the Aging-in-Place Committee, with terms to end 2025, as full voting members.

Mr. Donhauser – Yes

Mr. McPherson - Yes

Mr. Widi – Yes

Ms. Dow – Yes

Mr. Shapleigh - Yes

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June 23, 2022 5:30PM (continued)
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Unanimous vote to approve motion.

J. Approval of Warrant(s):

**6:24 PM Mr. Donhauser moved, second by Ms. Dow, that the Select Board approve
A/P Warrant #112 in the amount of \$74,041.98, dated June 8, 2022; A/P
Warrant #114 in the amount of \$922,296.85, dated June 15 2022.**

**Mr. Donhauser – Yes
Mr. McPherson - Yes
Mr. Widi – Yes
Ms. Dow – Yes
Mr. Shapleigh - Yes**

Unanimous vote to approve motion.

K. Selectmen's Report: Seeking Committee Members Listing

There were no Selectmen's reports tonight.

L. Adjourn

Mr. Donhauser moved, second by Ms. Dow, that the Select Board adjourn.

**Mr. Donhauser – Yes
Mr. McPherson - Yes
Mr. Widi – Yes
Ms. Dow – Yes
Mr. Shapleigh - Yes**

Unanimous vote to approve motion.

The meeting adjourned at 6:25 PM.

Respectfully submitted,

Ellen Lemire, Recording Secretary

Mr. Robert McPherson, Secretary

Date approved:

Eliot Town Manager Report

August 18, 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.

Pickleball Courts.

We continue to search for a means of accommodating the growing demand for Pickleball Courts in the Town of Eliot. However, even with the Eliot Select Board appropriation of \$110K from an ARPA Grant we are unfortunately not close to what is needed to properly install courts.

Kittery recently installed two courts at Emery Park as part of a \$300,000 grant funded project. As you generously approved \$110,000 it is clear we would need at least another \$100K to build a basic stand-alone two-unit court. If we were to resurface the entire existing tennis courts and designate half the space to Pickleball we are likely looking at \$150K, but that would be a band aid on the growing demand for this activity.

Splitting the tennis courts would lower utilization for tennis (although it is suggested there is little use as tennis courts) and would not relieve any of the use pressure for Frost-Tufts Park, but would repair the distressed surface of the courts.

As we discussed previously, by creating Pickleball courts at Murray-Rowe Park it helps to balance municipal park utilization and brings some investment and public attention to Murray-Rowe. We also looked at the Boat Basin, but again that property experiences significant high use, which is always a catalyst for conflict when adding a new activity in a high demand park situation. Hammond Park would likely require getting rid of the volleyball courts and eliminating that asset which is used often by CSD's Kids Play and others.

We will continue to seek strategies to add to our recreational offerings, increase participation within our appropriated budgets and within in our capacity to maintain facilities long term.

Compensation Plan.

The plan as contained in this week's SB agenda packet is intended to reflect the position, not necessarily the person occupying that position. What I would suggest is the adjustment are all too often not enough to justly reward the personal effort the vast majority of municipal employees are putting forth in Eliot.

The plan as I explained previously is a reasonably good step towards nudging theTown towards being competitive and more importantly retain staff. However, there is more to be considered in the future to continue to stabilize the workplace.

There also will be a performance-based evaluation (PBE) implemented. At the completion of the voluntary PBE a participant could earn 1% or a portion the 1%, of their salary based on their individual effort to meet the mutually set goals. I have heard there was comment at a recent public meeting to the effect “that only makes employee do what the supervisor wants”, hmmm.... what a novel idea, managers getting cooperation. I will have to give that some thought, but not too much:)

I thank everyone for their support and efforts in our collective attempts to invest in Eliot, especially Town Meeting.

FY 2021 Audit.

There continues to be unfortunate delays in receiving a final audit for FY 21, which is particularly troubling as we need to start the audit for FY 22. The importance for having timely audits for federal funding, grants and borrowing is vital to any city or town.

The most recent delays have been related to issues with the firm, but I cannot be blind to the fact if our recordkeeping was in proper order this process would be long in the rear-view mirror for all. I cannot thank the Finance Director Kristin McNulty enough for her efforts and diligence and would add she cannot be held accountable for any of the shortcomings.

It goes without saying the lack of an audit has had an adverse effect on the SRF borrowing and in respect to the progress of the sewer extension project. We continue to work diligently in getting the audit finalized and keep the project on track.

York County Community College.

We are very excited to be working with York County Community College (YCCC) for an upcoming training. On Friday September 16th municipal staff will go back to school for training in de-escalation tactics and customer service at YCCC.

I would suggest there are a number of people working in Eliot who could teach the customer service class, but we can always learn new strategies. The staff of Eliot prides itself in delivering the highest quality customer service we are sometimes hampered by staff shortages, but we continue to look to new and innovative ways to provide service.

Earlier this year we increased our on-line permitting services, we are presently exploring an on-line scheduling app for non-public hours (or even off hours) to expand citizen access and the Select Board is looking at additional communication tools such as government cable access

channel for Comcast customers. None of these are enough improvements to declare service perfection or should be seen as stand-alone solutions, but part of a multi-prong approach and service evolution. Please be patient as we try to find the “prong” that works best for you.

As for de-escalation, we like so many organizations which work with the public are seeing increased incidents of hyper-excited, sometime threatening customers. Learning strategies and best practices to try bring the temperature down is critical, as we often find ourselves in situations where it is necessary for us to deliver bad news. The vast majority of the public are civil, whether they accept the determination of not, but there is growing number who become dangerously volatile.

We will also be learning more about how we can recognize personality traits and cues, such as spectrum or cultural differences. We know we cannot attempt to see everyone through the same lense, but must be fair and equitable in our treatment of all clients, that is not as easy as it may sound.

The training will be on the YCCC campus in Wells and is part of a Workforce Development Grant which we have partnered with YCCC to obtain. Thank you to our State Representative Michelle Meyer and others for their support for these important funding sources through YCCC!

Fuel Assistance.

Speaking of Representative Meyers..... General Assistance Director Mellissa Albert and I meet recently with Rep Meyers and Footprints Food Pantry Director Megan Ross-Shapiro to discuss the coming winter.

We determined there was nothing we could do as group to stop winter from coming:) However, we can and will work together to develop stratagems to deal with rising fuel prices, food insecurity, housing and homelessness challenges. We all agree we need to engage the faith community, business leaders, non-profits and other partners in the region.

We also discussed an exciting project in Kittery to take a regional approach to these issues every community face related to these the underserved community. Housing, food insecurity, mental health, lack of transportation and child care are huge challenges, which York, Kittery and Eliot are better to adopt a shared method than trying to affect them as individual municipalities.

It is worth noting Megan was effusively appreciative of the support she receives at Footprints from the Select Board members collectively and individually. She thanks you all, especially Bill Widi for his bounty and Stan Shapleigh for his weekly assistance to Footprints Food Pantry

Thank you to the participants and more to come!

Goodwin/236 and State/236.

Thank you to Town Planner Jeff Brubaker for organizing a meeting between MDOT, SMPDC, Jeff and I to discuss the two intersections and what resources the MDOT can apply to making safety improvements to these crossroads.

We reviewed the crash data, maps and other data in Town Hall before going on site to observe traffic patterns. We were happy to not witness any accidents while we were at each site, but it was easily discernable these intersections are dangerous and likely meet the standards to establish in the case of State/236 a new signal and upgrades at Goodwin.

Thank you to Dale Doughty and Steve Cole from MDOT for taking the time to come to Eliot to hear our plea first hand and as always, we appreciate SMPDC especially Stephanie Carver and Dean Williams for the efforts of that agency.

Eliot Festival Days.

I recently had the pleasure of meeting with Gene Wypyski to discuss the September 24 Eliot Festival Days and the Eliot Festival Road Race.

Let's be clear if I do win the 5K race there should be a full investigation, as when I do get a chance to go for a walk, I can never catch up to Orlin McPherson. That aside we will be working to provide an internet link to the road race, some pre festival storage and limited access to Town Hall for the organizers.

A debt of gratitude to all the organizers, your efforts capture what is at the heart of Eliot. Pride in community! See you there!

Respectfully submitted

Michael J. Sullivan
Town Manager, Eliot

Staff Report

Proposed Land Use Ordinance Amendments for the November 8, 2022 Town Special Referendum Election

August 25, 2022

Background: This agenda item provides a summary of land use ordinance amendments proposed for the November 8, 2022, Town Special Referendum Election

Issue: Proposed November 2022 Election Land Use Ordinance Amendments

Discussion: There are 5 amendments recommended. On August 16, the Planning Board held public hearings and voted to recommend approval of all 5 (4-0 vote, with 1 member absent). This meeting is for the Select Board to consider motions to place the amendments on the ballot/warrant and make your own recommendation regarding approval. The following is a summary of the amendments.

Site/Subdivision Plan Expiration, Phasing, and Performance Guarantees. These amendments were developed by the Ordinance Subcommittee of the Planning Board, with staff review. Currently, a site plan approved by the Planning Board expires if construction work has not started within 2 years, or work is not substantially completed within 3 years. The amendments maintain these expiration timeframes but add more details. They add a provision for a developer to ask for extension of site plan approval, but if so, site plan changes may be required to comply with ordinance amendments adopted since their initial approval. They add expiration dates and other provisions for phased developments. They clarify that development performance guarantees for street construction apply both to streets to be dedicated to the Town and streets intended to remain private. They add a performance guarantee for establishing landscaping. Finally, they establish a reapproval process for expired site plans.

Solar Energy Systems. These amendments make adjustments to the comprehensive land use regulations for solar energy systems approved by voters in June. The regulations distinguish between 2 sizes of systems – small-scale ground-mounted or roof-mounted (SES-SRs) and large-scale ground-mounted (SES-LGs). These amendments make SES-LGs allowable, subject to site plan review, in the Limited Commercial (LC) shoreland zoning district, if they are on appropriate soils. They also clarify the exceptions to SES-LGs being prohibited in certain ecologically sensitive areas of town. They better define the requirements for vegetated buffers around SES-LGs. They also place further limitations on SES-SRs in shoreland zoning, per Maine DEP review. (Recall that DEP must approve any changes to Ch. 44 – Shoreland Zoning – before they become effective.)

Maximum Number of Marijuana Establishment and Medical Marijuana Establishment Licenses. These amendments to Ch. 11 and 33 would limit the number of local marijuana licenses that can be active at any one time. The limits would be applied to different types of adult use or medical marijuana establishments: for adult marijuana stores: 8; for adult use marijuana cultivation or manufacturing facilities (combined): 13; for medical marijuana caregiver retail stores or dispensaries (combined): 4; for medical marijuana cultivation or manufacturing facilities (combined): 3. Testing facilities would be

exempt. The numbers are based on the adult use/medical establishments that are either in operation today or are in various stages of the approval process, from Planning Board submittal to being fully permitted and licensed to operate. The amendments also establish rules for how the maximums would apply. There is a provision for reducing the maximums in the event that a license is revoked, expires, or is voluntarily terminated. Local license applications would be reviewed on a first-come, first-serve basis. Another provision clarifies the need for a local medical marijuana establishment license.

Erosion and Sedimentation Control. The Town frequently updates its stormwater ordinance language to maintain compliance with the state's General Permit for Municipal Separate Storm Sewer Systems (MS4 permit). The Town is a member of the Southern Maine Stormwater Working Group (SMSWG), which develops resources to help each municipality comply with the MS4 permit and promote effective stormwater management and good water quality. MS4 communities are now being required to update their erosion and sedimentation control standards for construction sites that disturb one or more acres. SMSWG recently finalized a "model ordinance" that can be readily adapted to the Town Code. These amendments translate that model ordinance into the Town Code, ensuring that the Town stays in MS4 permit compliance. They also significantly expand the Town's existing erosion and sedimentation control standards, some of which haven't been updated since 1989. The main result of the adoption of these amendments will be a new Chapter 34 – Erosion and Sedimentation Control – with an eye toward improved construction practices to prevent/minimize soil from eroding from construction sites during storm events, or sediment or hazardous substances washing into streams, creeks, and the river.

Town Fee Schedule. Section 1-25 currently has fees related to Planning Board review, Board of Appeals review, building permits, driveways, etc. These amendments would authorize the Select Board to establish and maintain a master fee schedule, and they provide for the repeal of the codified fees in Section 1-25 once they are included in the master fee schedule. Currently, some fees in Section 1-25 are no longer providing cost recovery.

Fiscal Impact: Overall, staff believe these amendments will have either a positive or neutral fiscal impact.

Recommendation: Place amendments on November ballot and recommend approval.

Prepared by: Jeff Brubaker, Town Planner

Town Manager Recommendation: I would recommend the Select Board place the five (5) amendments on the ballot individually for the November 8, 2022 election. The Town Planner and the Planning Board has made great effort, thought and have engaged parties to develop these amendments. It would seem all five (5) are ready to go before the public for discussion, debate and ultimately be decided on at the polls.

Michael J. Sullivan
Town Manager

Compensation Adjustment Plan

August 25, 2022

The purpose of these proposed compensation adjustments is intended to better retain and compete for experienced staff and to align positions with other communities and within the organization to the extent possible. It is worth noting this plan will need to be revisited and does not close the existing wage gap completely.

Thank you for your consideration.

Town Manager	\$108,035 (no change)
Town Clerk	\$78,515 to \$82,971
Harbormaster	\$8297 (no change)
Animal Control Officer	\$10,028 (no change)
Administrative Assistant to Town Manager	\$60,035 to \$71,536
Finance Director	\$68,534 to \$74,506
Planner	\$80,590 to \$82,328
Fire Chief	\$49,337 to \$51,238
Fire Department Administration	
Assistant Chief:	\$4,600 year
Deputy Chief:	\$4,600 year
EMA Stipend:	\$4,934 year
Emergency Responses	
Fire Officers:	\$19.75 hour
Fire Fighters:	\$18.00 hour
Non-Qualified:	\$15.00 hour
Police Chief	\$106,929 to \$114,294
PD Admin Aide	\$44,751 to \$46,951
Public Works Director	\$99,306 (no change)
Community Service Director	\$68,381 to \$71,456
CSD Assistant Director	\$47,633 to \$49,998
CSD Coordinator	\$41,496 to \$44,650
Assessor	\$79,454 to \$81,954
Land Use Assistant	\$41,600 to \$46,100
Town Clerk Staff	\$39,515 to \$43,015
Tax Collector	\$51,770 to \$57,770
Deputy Clerk	\$46,125 to \$57,125
Assistant to PW Director	\$38,376 to \$46,876
Code Enforcement Officer	\$65,409 to \$68,909
Recording Secretaries	\$18.35 to \$19.85

MUNICIPAL ADVISORY AGREEMENT

Town of Eliot
Maine

MUNICIPAL ADVISORY AGREEMENT

This Municipal Advisory Agreement (the "Agreement") is entered into between the Town of Eliot, Maine (the "Issuer") and UniBank Fiscal Advisory Services, Inc., in Whitinsville, Massachusetts (UFASI).

ARTICLE I

Appointment of UFASI as Municipal Advisor

Section 101. Appointment. The Issuer hereby appoints UFASI as Municipal Advisor ("Municipal Advisor"), with respect to the authorization, sale, and delivery of all or any general obligation bonds, notes and other certificates of indebtedness (the "Securities") of the Issuer.

Section 102. Acceptance. UFASI accepts its appointment, and agrees to act as Municipal Advisor and to provide the herein described services.

Section 103. Compensation. As compensation for UFASI's services as Municipal Advisor the Issuer hereby agrees to pay UFASI the fees and amounts for Advisory services set forth in the Addendum to the Municipal Advisory Agreement (the "Fee Schedule") hereto attached for the time period indicated on such Fee Schedule, after which the Fee Schedule shall be subject to change and modification by UFASI, provided that UFASI has notified the Issuer at least 90 days prior to the close of the fiscal year of the Issuer of any such proposed changes and modifications. Unless either the Issuer or UFASI exercises its option of termination as provided for in Section 601 of this Agreement or unless UFASI agrees to further modify or withdraw the proposed changes and modifications, said modified fee schedules shall become effective upon the first day of the fiscal year of the Issuer following the date of notification. A modified or a new substitute fee schedule shall be furnished to the Issuer.

Unless other arrangements are agreed to by both UFASI and the Issuer, the Issuer shall pay the fees and amounts contained in the attached Fee Schedule, or in the substitute or modified schedules then in effect, within 30 days of receipt of a bill detailing the services provided.

Section 104. Out of Pocket Expenses. The Issuer agrees to reimburse UFASI for all reasonable expenses, disbursements and advances incurred or made by UFASI in accordance with any of the provisions hereof, including advances made by UFASI to paying agents, bond counsel, rating agencies, printers and other vendors on behalf of the Issuer, as provided for in Section 212 hereof.

ARTICLE II

Description of Municipal Advisory Services

Section 201. Financing Analysis. Upon request of the Issuer, UFASI will prepare a financing analysis (the "Analysis") during the initial step in the planning of financing of capital projects. The Analysis will consider reasonable estimates of capital project cashflow to be provided by the Issuer in developing alternative financing plans that would include, but not be limited to, short-term financing through the issuance of notes by the Issuer, issuance of general obligation bonds by the Issuer, and financing through the Maine Municipal Bond Bank. The Analysis will project issuance costs, annual and total debt service costs, and tax rate impacts. The Analysis will consider the potential bond rating to be assigned if the Issuer finances with general obligation bonds or notes. The Issuer will provide to UFASI audited financial statements as well as other public or non-public information as UFASI judges would be material in preparing the Analysis.

At the request of the Issuer, UFASI may update the Analysis to support decision making as capital projects proceed.

Section 202. Planning and Authorization. Upon request of the Issuer, UFASI shall provide estimates of gross and net costs of various financing plans under consideration for capital projects, including tax impact projections for general debt and revenue analysis for enterprise departments. When appropriate, UFASI shall suggest alternative financing methods, including (but not limited to) revenue-backed financing, borrowing under special legislation and tax-exempt leasing. UFASI, working in conjunction with bond counsel or other counsel to the Issuer, shall provide recommended forms of loan orders, warrant articles and borrowing loan resolutions and votes of the authorizing body and shall be available to answer any inquiries of the authorizing body at, or prior to, the time the financing plan is to be considered. When appropriate, UFASI shall make recommendations as to the content, and oversee the drafting by counsel, of special legislative acts for financing of the Issuer. Once the borrowing resolution has been voted by the authorizing body, UFASI may assist, as requested, through its attendance at meetings and hearings and as otherwise appropriate, the Issuer in obtaining required approvals, if any, of state and federal agencies and boards.

Section 203. Preparation of Bond and Note Official Statements. UFASI shall assist the Issuer in preparation of an official statement to be distributed to potential bond or note purchasers, as applicable, containing such information and in such format as typically provided in such official statements. In rendering such assistance UFASI does the following, subject to the provisions of Article III:

Receives information concerning the Issuer from officials of the Issuer and from official or other records of the Issuer directly or indirectly by means of established data banks;

Recommends to the Issuer the types of other information concerning the Issuer available from other governmental sources appropriate to be included in the Official Statement and assists the Issuer by obtaining such information from such other sources;

Using such information, prepares a draft Official Statement for the bond issue, provided that the Issuer may prescribe the format in which certain information supplied by the Issuer is presented in the Official Statement; and

Reviews the draft Official Statement (including, without limitation, the sources of the information therein) with the officials of the Issuer who will be attesting to the accuracy and completeness of the information contained therein in the final Official Statement.

Section 204. Credit Analysis and Ratings. UFASI shall analyze the over-all credit condition of the Issuer, including the probable impact of any potential financing plan on the credit rating of the Issuer. As applicable, UFASI shall make credit comparisons with other municipalities of similar size, geographic location and socio-economic structure when appropriate and shall suggest methods by which perceived credit weakness can be improved and strengths highlighted. UFASI shall meet, or engage in discussions, with municipal rating agencies to review the Issuer's economic and financial condition and financing plans. When appropriate, UFASI shall arrange for meetings with municipal officials and rating agency personnel. UFASI shall assist the Issuer in making preparations for such meetings.

Section 205. Credit Enhancements. UFASI shall make recommendations as to the appropriateness of municipal bond insurance for an offering, including providing comparisons of premium costs and interest savings. UFASI shall take into consideration the requirements for insurance and the likelihood that a particular offering would qualify. When appropriate, UFASI shall arrange for meetings between municipal officials and bond insurers and assist in preparation of presentation material for such meetings. UFASI shall also make recommendations as to the appropriateness of other forms of credit enhancements that might be available to the Issuer, including (but not limited to) the pledge of state aid or enterprise revenue to pay debt service and the utilization of lines of credit or letters of credit as a backing for particular securities, and shall negotiate with the providers of said credit enhancements on behalf of the Issuer.

Section 206. Structuring and Marketing of Securities. UFASI shall advise on the structuring of loans, including multiple purpose issues. Such advice would take into consideration market acceptance, borrowing rates, tax impact, impact on sewer and water rates, etc. and future borrowing needs and would include recommendations regarding timing and make-up, call, and put provisions. UFASI shall apprise the Issuer of the then current status of the municipal bond market as it relates to the timing of sales, terms of borrowing and varying issue amounts. UFASI shall make recommendations as to the method of sale, i.e. competitive bid, negotiated underwriting or private placement, taking into consideration such factors as issuing expense, market acceptance and interest rates. UFASI shall advise on proper method of advertising a particular offering, including advice as to publication of the notice of sale in the Bond Buyer or other newspaper and recommendations as to physical or electronic distribution of the Official Statement. UFASI shall facilitate investor relations for the Issuer as appropriate.

Section 207. Cash Flow Analysis. UFASI shall provide assistance in the development of cash flows for borrowings in anticipation of bonds, revenues and grants and the expenditure of permanent bond proceeds showing anticipated monthly receipts and payments and the amounts available for investment. Upon request, UFASI shall suggest and monitor investment programs to maximize the investment of temporary loan proceeds prior to their utilization and of available bond proceeds during the construction of a capital project.

Section 208. Continuing Disclosure. UFASI shall assist the Issuer in complying with amendments to Securities and Exchange Commission Rule 15c2-12 (the “Rule”) regarding continuing disclosure. These services shall include assisting the Issuer in compiling and filing annual financial information statements after the end of each fiscal year, and filing audited financial statements when they become publicly available, in accordance with the Issuer’s continuing disclosure agreement(s), and in filing in a timely manner any notice of occurrence of material events, as defined in the Amendments to the Rule. Such annual financial information statements, audited financial statements and material event notices, as applicable, shall be filed with the Municipal Securities Rulemaking Board’s EMMA website, or with the then appropriate information repository as required in the Issuer’s continuing disclosure agreement(s). UFASI shall provide this assistance for each fiscal year during which the Issuer is required to comply with the provisions of the Rule, or until the Issuer notifies UFASI in writing, at least thirty days before the beginning of the fiscal year, that the Issuer will use alternative means for compliance with the Rule.

Section 209. Compile Legal Transcript. UFASI shall function as liaison between the Issuer and its Bond Counsel in compiling the legal documentation for the issuance of securities and shall maintain the official legal transcript for the authorization and issuance of debt as long as the securities are outstanding.

Section 210. Facilitate Bidding and Award. UFASI shall facilitate the bidding process for bond and note issues sold competitively by preparing and publishing a notice of sale, accepting bids as appropriate (subject to the constraints described in Section 801 herein), and analyzing and verifying each bid received in accordance with provisions of the notice of sale. Within a reasonable time thereafter, UFASI, in conjunction with Bond Counsel, shall provide a complete listing of bids received, detail of the winning proposal and a suggested vote of award by appropriate municipal officials.

Section 211. Prepare and Deliver Securities. UFASI shall make, or arrange for, the physical preparation of securities for their execution by municipal officials, including assignment of CUSIP (“Committee on Uniform Securities Identification Procedures”) identification numbers where appropriate. UFASI shall arrange for execution of securities and closing documents by municipal officials, procurement of bond counsel legal opinion, delivery of securities in Boston, New York or other financial center and payment by purchaser.

Section 212. Coordinate Vendors. As agent for the Issuer, UFASI shall arrange for outside vendors, as appropriate to the issuer and the transaction, such as paying agent, financial printer, bond counsel, verification agent, or other service deemed necessary.

ARTICLE III **Reliances of UFASI**

Section 301. Reliance on Documents, Etc. UFASI may conclusively rely, as to the truth and correctness of, documents and records furnished, statements made, and other information provided, by the Issuer. UFASI does not, and is not obligated to, make an independent investigation or verification of the information received by UFASI from officials or records of the Issuer or information obtained from other sources which was prepared by the Issuer or from governmental sources.

Section 302. Accounting Principles. Unless the Issuer shall give other written instruction, the Official Statements to be prepared by UFASI under Section 203 of this Agreement shall present information

taken from or consisting of reports or records of the Issuer in the form received from the Issuer or in the form taken from such reports or records, it being understood that the Issuer operates under accounting principles established under applicable state law, that these principles may differ in some respects from generally accepted accounting procedures as promulgated by the Governmental Accounting Standards Board and that UFASI does not, and is not obligated to, adjust or restate any such financial reports to conform to such generally accepted accounting procedures.

Section 303. Material Facts. It shall be the Issuer's responsibility to advise UFASI of, and not UFASI's responsibility to determine, any facts which may affect any of the financial information included in the draft Official Statement prepared by UFASI under Section 203 of this agreement which may materially affect the future financial operations of the Issuer and which therefore should be included in the Official Statement. It is understood and agreed that as between the Issuer and UFASI, the Issuer is ultimately responsible for assuring that the Official Statement does not contain any untrue statement of a material fact and does not omit to state a fact necessary to make the statements made therein, in light of the circumstances under which they are made, not misleading.

ARTICLE IV **Indemnity and Standard of Care**

Section 401. Indemnity. To the extent allowed by law, the Issuer hereby agrees to indemnify UFASI for, and hold it harmless against, any loss, liability, assessments or expense (including reasonable counsel fees) incurred or assessed arising out of or in connection with its acceptance, administration or performance of its duties hereunder, except such as may arise from UFASI's own bad faith or negligence, including the cost and expense of defending itself against any claim or liability in connection with the exercise or performance of any of its powers or duties under this Agreement. **Legally Required Provisions, Terms and Conditions.** All terms and/or conditions required by federal, state or local laws, bylaws, rules or regulations to be included in this agreement are deemed incorporated herein as if fully set forth and all parties agree that this agreement is to be immediately amended to include and fully set forth any such provisions, terms and/or conditions required by federal, state or local laws, bylaws, rules or regulations.

Section 402. Standard of Care. UFASI shall act in good faith and exercise reasonable care in carrying out the provisions hereunder and shall be liable for its own bad faith, negligent action or negligent failure to act. UFASI may apply for and obtain the advice and opinion of counsel to the Issuer or its own counsel with respect to questions of law and shall be fully protected with respect to anything done or omitted by it in good faith in conformity with such advice or opinion.

ARTICLE V **Paying Agency Services**

Section 501. Pay Principal When designated the Paying Agent on Note issues, UFASI shall, provided adequate collected funds have been provided to it for such purpose by or on behalf of the Issuer, make arrangements to pay on behalf of the Issuer the principal of notes at their stated maturity dates or acceleration dates, to the holder upon surrender of the note to UFASI at the principal office of UniBank For Savings, Whitinsville, Massachusetts.

Section 502. Pay Interest. When designated the Paying Agent on Note issues, UFASI shall, provided adequate collected funds have been provided to it for such purpose by or on behalf of the Issuer, make arrangements to pay on behalf of the Issuer the interest on notes when due, by computing the amount of interest to be paid each holder, and forwarding payment via either check or money transfer as requested by the holder.

ARTICLE VI Termination

Section 601. Termination of Municipal Advisor Agreement. This Agreement shall remain in effect until terminated upon 60 days prior written notice by either party or with lesser notice by mutual consent.

ARTICLE VII

Section 701. Amendment. This Agreement may be amended, at any time and from time to time, by, and only by, an agreement in writing signed by both of the parties hereof.

Section 702. Binding Effect, Waiver and Severability Clause. The terms, covenants and conditions contained herein shall apply to and be binding upon the legal representatives, successors and assigns of the parties hereto. The waiver of one breach of any term, condition, covenant, obligation or agreement shall not be considered to be a waiver of that or any other term, condition, covenant, obligation, or agreement or of any subsequent breach thereof. If any provision of this agreement or portion thereof or the application thereof to any person or circumstance is held to be invalid, the remainder of the agreement or of such provision and the application thereof to other persons or circumstances shall not be affected thereby.

Section 704. Governing Law. This Agreement is subject to applicable federal, state, and local laws.

ARTICLE VIII

Section 801. Disclosures. Pursuant to Municipal Securities Rulemaking Board ("MSRB") Rule G-42, on Duties of Non-Solicitor Municipal Advisors, Municipal Advisors are required to make certain written disclosures to clients which include, amongst other things, Conflicts of Interest and any Legal or Disciplinary events of UFASI and its associated persons.

Section 802. Conflicts of Interest.

- a. UFASI is a financial advisory and consulting firm serving local governments in New England. UFASI is a wholly-owned subsidiary of UniBank for Savings ("UniBank"), and is a Municipal Advisor registered with the Securities and Exchange Commission and the Municipal Securities Rulemaking Board.
- b. UniBank has a Government Banking group that is separate and distinct from UFASI. Any relationship that the Issuer has with UniBank or any UniBank affiliate other than UFASI, including any services or products provided, should be considered distinct from the relationship that UFASI has with the Issuer and the same duties do not apply.

- c. To the extent that any funds of the Issuer are deposited in an account at UniBank, the interest rates and other terms applicable to those funds, including terms governing timing of deposits and withdrawals, shall be the standard terms set by UniBank for all its customers in like circumstances. Similarly to the extent that UniBank sells any products to the Issuer, such as UniPay Gold, UniBank may set terms as it would for other clients in similar circumstances.
- d. The compensation of UFASI employees is based in part on UniBank's financial performance and its satisfaction of financial targets.
- e. If legally permitted to do so, UniBank may and likely will bid on notes issued by the Issuer. In such cases, UniBank's interests in securing the best possible terms on the notes and obtaining as much information as it can on the notes and on the Issuer may be in conflict with the interests of the Issuer. UFASI shall take all reasonable steps to ensure that UniBank does not receive any advantage over other bidders on the notes.
- f. UFASI represents that in connection with municipal advisory transactions, UFASI may receive compensation from the Issuer for services rendered, which compensation is contingent upon the successful closing of a transaction and/or is based on the size of a transaction. This conflict of interest will not impair UFASI's ability to render unbiased and competent advice or to fulfill its fiduciary duty to the issuer.
- g. Aside from banking services provided by UniBank, UFASI does not have any affiliate that provides any advice, service, or product to or on behalf of the Issuer that is directly or indirectly related to the municipal advisory activities to be performed by UFASI.
- h. UFASI has not made any payments directly or indirectly to obtain or retain the Issuer's municipal advisory business.
- i. UFASI has not received any payments from third parties to enlist UFASI's recommendation to the Issuer of its services, any municipal securities transaction or any municipal finance product.
- j. UFASI has not engaged in any fee-splitting arrangements involving UFASI and any provider of investments or services to the Issuer.
- k. Aside from the contingent compensation noted above, UFASI does not have any other conflicts of interest from compensation for municipal advisory activities to be performed, that is contingent on the size or closing of any transactions for the Issuer as to which UFASI is providing advice.
- l. UFASI discloses that it serves as financial advisor to the entities listed in Appendix A which is attached and is current as of this August 8, 2022.
- m. UFASI does not have any legal or disciplinary event that is material to the Issuer's evaluation of the municipal advisory or the integrity of its management or advisory personnel.
- n. There are no other actual or potential conflicts of interest that UFASI is aware of that might impair its ability to render unbiased and competent advice or to fulfill its fiduciary duty to the Issuer. If UFASI becomes aware of any potential conflict of interest that arises after this disclosure, UFASI will disclose the detailed information in writing to the Issuer in a timely manner.

Section 803. Legal Events and Disciplinary History. UFASI does not have any legal events and disciplinary history on its Form MA and Forms MA-I, which includes information about any criminal actions, regulatory actions, investigations, terminations, judgments, liens, civil judicial actions, customer complaints, arbitrations and civil litigation. The Issuer may electronically access UFASI's most recent Form

MA and each most recent Form MA-I filed with the Commission at the following website:
www.sec.gov/edgar/searchedgar/companysearch.html.

There have been no material changes to a legal or disciplinary event disclosure on any Form MA or Form MA-I filed with the SEC.


Please be aware that a Municipal Advisory Client Brochure is posted on the website of the MSRB and describes the protections that may be provided by the MSRB rules and how to file a complaint with an appropriate regulatory authority. We encourage you to go to the MSRB's website and review the brochure. You can visit the MSRB's website at <http://www.msrb.org>.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed by their respective duly authorized officers as of the day and year first above written.

Town of Eliot, Maine

UniBank Fiscal Advisory Services, Inc.

By: _____
Authorized Officer

By:  _____
Authorized Officer

Date: _____, 2022

Appendix A

Customer Name	Address
Town of Abington	500 Gliniewicz Way, Abington, MA 02351
Town of Acton	472 Main St., Acton, MA 01720
Acton Water District	P.O. Box 953 693 Massachusetts Avenue, Acton, MA 01720-0953
Town of Adams	8 Park Street, Room 118 Town Hall, Adams, MA 01220
Adams Fire District	3 Columbia St., Adams, MA 01220
Adams-Cheshire Regional School District	191 Church Street, Cheshire, MA 01225
Town of Agawam	36 Main Street, Agawam, MA 01001
Town of Alford	5 Alford Center Road, Alford, MA 01230
Town of Amherst	4 Boltwood Ave., Amherst, MA 01002
Amherst-Pelham Regional School District	170 Chestnut Street Business Office, Amherst, MA 01002
Town of Aquinnah	65 State Road, Aquinnah, MA 02535
Town of Ashburnham	32 Main Street, Ashburnham, MA 01430
Town of Ashby	895 Main Street, Ashby, MA 01431
Town of Ashfield	412 Main Street, Ashfield, MA 01330
Town of Ashland	101 Main Street, Ashland, MA 01721
Assabet Valley Regional Vocational School District	215 Fitchburg Street, Marlborough, MA 01752
Town of Athol	584 Main Street, Athol, MA 01331
City of Attleboro	77 Park Street, Attleboro, MA 02703
Town of Auburn	104 Central Street, Auburn, MA 01501
Auburn Water District	75 Church Street, Auburn, MA 01501
Barnstable County	3195 Main Street P.O. Box 427, Barnstable, MA 02630
Barnstable Fire District	1841 Phinney's Lane P.O. Box 546, Barnstable, MA 02630
Town of Barre	40 West Street Box 426, Barre, MA 01005
Town of Becket	557 Main Street, Becket, MA 01223
Town of Belchertown	2 Jabish Street P.O. Box 607, Belchertown, MA 01007
Belchertown Water District	206 Jabish Street, Belchertown, MA 01007
Town of Berkley	1 North Main St. Town Hall, Berkley, MA 02779
Berkshire Hills Regional School District	50 Main Street PO Box 617, Stockbridge, MA 01262
Town of Berlin	23 Linden St. Mail Stop 3, Berlin, MA 01503
Town of Bernardston	P.O. Box 504 Church Street, Bernardston, MA 01337
Town of Billerica	365 Boston Road, Billerica, MA 01887
Town of Blackstone	15 St. Paul St., Blackstone, MA 01504
Blackstone Valley Regional Vocational Technical School District	65 Pleasant Street, Upton, MA 01568
Blackstone-Millville Regional School District	200 Lincoln Street, Blackstone, MA 01504
Town of Blandford	1 Russell Stage Road, Blandford, MA 01008-9660
Town of Bolton	663 Main Street P.O. Box 127, Bolton, MA 01740
Boston Water & Sewer Commission	980 Harrison Avenue, Boston, MA 02119
Town of Bourne	24 Perry Avenue, Bourne, MA 02532
Bourne Water District	P.O. Box 1447, No. Pocasset, MA 02559
Town of Boylston	221 Main Street, Boylston, MA 01505

Customer Name	Address
Boylston Water District	183 Worcester Street, Boylston, MA 01583
Town of Brewster	2198 Main Street, Brewster, MA 02631
Town of Bridgewater	66 Central Square, Bridgewater, MA 02324
Bridgewater-Raynham Regional School District	166 Mount Prospect Street, Bridgewater, MA 02324
Town of Brimfield	23 Main Street P.O. Box 30, Brimfield, MA 01010
Bristol-Plymouth Regional Vocational Technical School District	207 Hart Street, Taunton, MA 02780
Town of Brookfield	6 Central Street Town Hall, Brookfield, MA 01506
Town of Buckland	17 State Street, Shelburne Falls, MA 01370
Buzzards Bay Water District	P.O. Box 243 15 Wallace Avenue, Buzzards Bay, MA 02532
Town of Canton	801 Washington Street, Canton, MA 02021
Cape Cod Regional Transit Authority	215 Iyannough Road, Hyannis, MA 02601
Town of Carlisle	P.O. Box 624 66 Westford Street, Carlisle, MA 01741
Centerville-Osterville-Marstons Mills Fire District	1875 Falmouth Road, Centerville, MA 02632
Central Berkshire Regional School District	254 Hinsdale Road P.O. Box 299, Dalton, MA 01227
Town of Charlemont	157 Main Street PO Box 606, Charlemont, MA 01343
Town of Charlton	37 Main St., Charlton, MA 01507
Town of Chelmsford	50 Billerica Road, Chelmsford, MA 01824
Cherry Valley Sewer District	148 Henshaw Street, Leicester, MA 01524
Town of Cheshire	P.O. Box 336 80 Church St., Cheshire, MA 01225
Town of Chester	15 Middlefield Road Box 2, Chester, MA 01011
Town of Chesterfield	PO Box 75 422 Main Road, Chesterfield, MA 01012
Chesterfield-Goshen Regional School District	19 Stage Road, Westhampton, MA 01027
Town of Chilmark	P.O. Box 119 401 Middle Road, Chilmark, MA 02535
Town of Clarksburg	111 River Road, Clarksburg, MA 01247
Town of Colrain	55 Main Road, Colrain, MA 01340
Concord-Carlisle Regional School District	120 Meriam Road, Concord, MA 01742
Town of Conway	P.O. Box 240 32 Main St., Conway, MA 01341
Town of Cummington	PO Box 33, Cummington, MA 01026
Town of Dalton	462 Main Street, Dalton, MA 01226
Dalton Fire District	20 Flansburg Ave, Dalton, MA 01226
Town of Dartmouth	400 Slocum Road, Dartmouth, MA 02747
Town of Dedham	450 Washington Street, Dedham, MA 02026
Dedham-Westwood Water District	50 Elm Street, Dedham, MA 02026
Town of Deerfield	8 Conway Street, S. Deerfield, MA 01373
Dennis Water District	P.O. Box 2000 80 Old Bass River Road, South Dennis, MA 02660
Dennis-Yarmouth Regional School District	296 Station Ave., South Yarmouth, MA 02664
Town of Dighton	979 Somerset Ave., Dighton, MA 02715
Dighton Water District	192 Williams Street, N. Dighton, MA 02764
Dighton-Rehoboth Regional School District	2700 Regional Road, N. Dighton, MA 02764
Town of Douglas	29 Depot Street, Douglas, MA 01516
Dover-Sherborn Regional School District	157 Farm Street Administration Building, Dover, MA 02030
Town of Dudley	71 West Main Street Municipal Complex Rm 211, Dudley, MA 01571
Dudley-Charlton Regional School District	68 Dudley-Oxford Road, Dudley, MA 01571
Dukes County	RR1 Box 863, Vineyard Haven, MA 02568

Customer Name	Address
Town of Dunstable	511 Main St., Dunstable, MA 01827
Town of Duxbury	878 Tremont Street, Duxbury, MA 02332
Town of East Brookfield	122 Connie Mack Drive, East Brookfield, MA 01515
City of Easthampton	Municipal Building 50 Payson Ave., Suite 120, Easthampton, MA 01027
Town of Edgartown	P.O. Box 5158 70 Main St., Edgartown, MA 02539
Town of Egremont	P.O. Box 368 171 Egremont Plain Road, S. Egremont, MA 01258
Elm Hill Water District	55 Jerome Avenue, Auburn, MA 01501
Town of Erving	12 East Main Street, Erving, MA 01344
Town of Essex	30 Martin Street Essex Town Hall, Essex, MA 01929
Town of Fairhaven	40 Center Street Town Hall, Fairhaven, MA 02719
Farmington River Regional School District	555 North Main Road P.O. Box 679, Otis, MA 01253
Town of Florida	379 Mohawk Trail, Drury, MA 01343
Town of Franklin	Municipal Building Ground Floor 355 East Central Street, Franklin, MA 02038
Franklin County Technical School District	82 Industrial Blvd., Turners Falls, MA 01376
Franklin Regional Transit Authority	12 Olive Street Suite 1, Greenfield, MA 01301
Town of Freetown	P.O. Box 438 3 North Main St., Assonet, MA 02702
Freetown-Lakeville Regional School District	98 Howland Road, Lakeville, MA 02347
Frontier Regional School District	113 North Main Street C101, South Deerfield, MA 01373
Gateway Regional School District	12 Littleville Road, Huntington, MA 01050
Town of Georgetown	1 Library Street, Georgetown, MA 01833
Town of Gill	325 Main Road Gill Town Hall, Gill, MA 01354
Town of Goshen	42 Main Street, Goshen, MA 01032
Town of Gosnold	28 Tower Hill Road, Cuttyhunk, MA 02713
Town of Grafton	30 Providence Road, Grafton, MA 01519
Grafton Water District	44 Millbury Street, Grafton, MA 01519
Town of Granby	10-B West State Street Route 202 Town Hall, Granby, MA 01033
Town of Granville	707 Main Road PO Box 247, Granville, MA 01034
Great Barrington Fire District	17 East Street, Great Barrington, MA 01230
Greater Attleboro-Taunton Regional Transit Authority	10 Oak St. 2nd Floor, Taunton, MA 02780
Greater Fall River Vocational School District	251 Stonehaven Road, Fall River, MA 02723
Greater New Bedford Regional Vocational Technical High School District	1121 Ashley Blvd, New Bedford, MA 02745
City of Greenfield	14 Court Square, Greenfield, MA 01301
Greenfield Montague Transportation Area	114 Main Street Greenfield Town Hall, Greenfield, MA 01301
Town of Groton	173 Main St. Town Hall, Groton, MA 01450
Town of Hadley	100 Middle Street, Hadley, MA 01035
Town of Hampden	625 Main Street, Hampden, MA 01036
Hampden-Wilbraham Regional School District	621 Main Street, Wilbraham, MA 01095
Hampshire Regional School District	19 Stage Road, Westhampton, MA 01027
Town of Hanson	542 Liberty Street, Hanson, MA 02341
Town of Hardwick	P.O. Box 575 307 Main Street, Gilbertville, MA 01031
Town of Hatfield	59 Main Street, Hatfield, MA 01038
Hawlemont Regional School District	24 Ashfield Road, Shelburne Falls, MA 01370
Town of Hawley	8 Pudding Hollow Road, Hawley, MA 01339

Customer Name	Address
Town of Heath	1 East Main Street, Heath, MA 01346
Town of Hebron	15 Gilead Street, Hebron, CT 06248
Town of Hinsdale	39 South Street Town Hall, Hinsdale, MA 01235
Town of Holland	27 Sturbridge Road, Holland, MA 01521
Town of Holliston	703 Washington Street PO Box 6737, Holliston, MA 01746
Hoosac Water Quality District	667 Simonds Road, Williamstown, MA 01267
Town of Hopedale	P.O. Box 7 78 Hopedale St., Hopedale, MA 01747
Town of Hopkinton	Town Hall 18 Main Street, Hopkinton, MA 01748
Town of Hubbardston	P.O. Box 218 7 Main Street, Unit 10, Hubbardston, MA 01452
Town of Hudson	78 Main Street, Hudson, MA 01749
Hyannis Fire District	95 High School Road Ext., Hyannis, MA 02601
Keefe Technical School	750 Winter Street, Framingham, MA 01702
King Philip Regional School District	18 King Street, Norfolk, MA 02056
Town of Lakeville	346 Bedford Street, Lakeville, MA 02347
Town of Lanesborough	P.O. Box 1616 83 North Main St., Lanesborough, MA 01237
Lanesborough Village Fire Water District	16 Bridge Street, Lanesborough, MA 01237
Town of Lee	32 Main St., Lee, MA 01238
Town of Leicester	3 Washburn Square, Leicester, MA 01524
Leino Park Water District	52 Old Oak Avenue, Westminster, MA 01473-1707
Town of Lenox	6 Walker Street, Lenox, MA 01240
City of Leominster	25 West Street, Leominster, MA 01453
Town of Leverett	9 Montague Road P.O. Box 300, Leverett, MA 01054
City of Lewiston	27 Pine Street, Lewiston, ME 04240
Town of Leyden	7 Brattleboro Road, Leyden, MA 01301
Lincoln-Sudbury Regional School District	390 Lincoln Road, Sudbury, MA 01776
Town of Littleton	37 Shattuck Street P.O. Box 1305, Littleton, MA 01460
Town of Longmeadow	20 Williams Street, Longmeadow, MA 01106
Lowell Regional Transit Authority	115 Thorndike Street, Lowell, MA 01852
Town of Ludlow	Town Hall 488 Chapin Street, Ludlow, MA 01056
Town of Lunenburg	P.O. Box 135 17 Main Street, Lunenburg, MA 01462
Lunenburg Water District	496 Massachusetts Avenue, Lunenburg, MA 01462
Lynn Water & Sewer Commission	400 Parkland Ave, Lynn, MA 01905
Town of Mansfield	6 Park Row Town Hall, Mansfield, MA 02048
Town of Marion	2 Spring Street, Marion, MA 02738
Martha's Vineyard Refuse Disposal and Resource Recovery District	750 West Tisbury Road, Edgartown, MA 02539
Martha's Vineyard Regional High School District	4 Pine Street, Vineyard Haven, MA 02568
Martha's Vineyard Regional Transit Authority	11 A Street Airport Business Park, Edgartown, MA 02539
Town of Mashpee	16 Great Neck Road North, Mashpee, MA 02649
Mashpee Water District	79 Industrial Drive, Mashpee, MA 02649
Town of Mattapoisett	P.O. Box 435 16 Main Street, Mattapoisett, MA 02739
Mattapoisett River Valley Water District	11 Bay View, Mattapoisett, MA 02739
Town of Medway	155 Village Street Town Hall, Medway, MA 02053
Town of Mendon	P.O. Box 11 20 Main Street, Mendon, MA 01756
Town of Merrimac	4 School Street, Merrimac, MA 01860
MFN Regional Wastewater District	6 Park Row, Mansfield, MA 02048

Customer Name	Address
Town of Middleborough	20 Centre Street 3rd Floor, Middleborough, MA 02346
Town of Milford	52 Main Street, Milford, MA 01757
Town of Millbury	P.O. Box 267 127 Elm St., Millbury, MA 01527
Town of Millville	290 Main Street, Millville, MA 01529
Town of Milton	525 Canton Avenue, Milton, MA 02186
Minuteman Regional Vocational Technical School District	758 Marrett Road, Lexington, MA 02421
Mohawk Trail Regional School District	24 Ashfield Road, Shelburne Falls, MA 01370
Town of Monroe	3C School Street P.O. Box 59, Monroe, MA 01350
Town of Monson	110 Main Street, Monson, MA 01057
Town of Montague	1 Avenue A, Turners Falls, MA 01376
Town of Monterey	PO Box 308 435 Main Road, Monterey, MA 01245
Mount Greylock Regional School District	1781 Cold Spring Road, Williamstown, MA 01267
Town of Mount Washington	Town Hall 118 East Street, Mount Washington, MA 01258
Narragansett Regional School District	462 Baldwinville Road, Baldwinville, MA 01436
Nauset Regional School District	78 Eldredge Parkway, Orleans, MA 02653
Town of New Marlborough	PO Box 99, Mill River, MA 01244
Town of New Salem	76 William Rice Road, New Salem, MA 01355
Town of Norfolk	One Liberty Lane, Norfolk, MA 02056
City of North Adams	10 Main Street, North Adams, MA 01247
Town of North Andover	120 Main Street, North Andover, MA 01845
Town of North Attleborough	43 S. Washington Street P.O. Box 871, North Attleboro, MA 02760
Town of North Brookfield	215 N. Main Street, North Brookfield, MA 01535
North Chelmsford Water District	P.O. Box 655 64 Washington St., N. Chelmsford, MA 01863
North Middlesex Regional School District	66 Brookline Street, Townsend, MA 01469
North Raynham Water District	P.O. Box 1 80 Baker St., Raynham, MA 02767
North Sagamore Water District	14 Squanto Road P.O. Box 133, Sagamore Beach, MA 02562
Northborough-Southborough Regional School District	53 Parkerville Road, Southborough, MA 01772
Town of Northbridge	7 Main Street, Whitinsville, MA 01588
Northern Berkshire Vocational Regional School District	70 Hodges Cross Road, North Adams, MA 01247
Town of Northfield	69 Main Street, Northfield, MA 01360
Town of Norton	Norton Municipal Center- 1st Floor 70 East Main St, Norton, MA 02766
Town of Oak Bluffs	P.O. Box 1327 56 School St., Oak Bluffs, MA 02557
Oak Bluffs Water District	P.O. Box 1297 96 Vineyard Avenue, Oak Bluffs, MA 02557
Old Colony Vocational Technical High School District	476 North Avenue, Rochester, MA 02770
Town of Old Orchard Beach	1 Portland Ave, Old Orchard Beach, ME 04064
Old Rochester Regional School District	135 Marion Road, Mattapoisett, MA 02739
Onset Fire District	P.O. Box 44 15 Sand Pond Road, Onset, MA 02558
Town of Orange	6 Prospect Street, Orange, MA 01364
Town of Otis	P.O. Box 345 1 North Main Rd., Otis, MA 01253
Town of Oxford	325 Main Street, Oxford, MA 01540
Town of Palmer	4417 Main Street, Palmer, MA 01069
Palmer Fire District #1	10 Walnut Street, Palmer, MA 01069
Town of Pelham	351 Amherst Road, Pelham, MA 01002
Pentucket Regional School District	22 Main Street, West Newbury, MA 01985

Customer Name	Address
Town of Pepperell	One Main Street Town Hall, Pepperell, MA 01463
Town of Petersham	3 South Main Street P.O. Box 486, Petersham, MA 01366
Town of Phillipston	50 The Common, Phillipston, MA 01331
Pioneer Valley Regional School District	97 F Sumner Turner Road, Northfield, MA 01360
Town of Plympton	5 Palmer Rd., Plympton, MA 02367
Town of Portland, CT	33 East Main St PO Box 71, Portland, CT 06480
Quabbin Regional School District	P.O. Box 667 872 South Street, Barre, MA 01005
Quaboag Regional School District	284 Old West Brookfield Road P.O. Box 1538, Warren, MA 01083
Ralph C. Mahar Regional School District	P.O. Box 680 507 South Main St., Orange, MA 01364
Town of Raynham	558 South Main St., Raynham, MA 02767
Raynham Center Water District	P.O. Box 160 280 Pleasant St., Raynham, MA 02767
Town of Rehoboth	148R Peck Street, Rehoboth, MA 02769
Town of Richmond	1529 State Road, Richmond, MA 01254
Town of Rochester	One Constitution Way, Rochester, MA 02770
Town of Rowe	321 Zoar Road, Rowe, MA 01367
Town of Royalston	Town Hall 13 On the Common, Royalston, MA 01368
Town of Rutland	250 Main Street Town Hall, Rutland, MA 01543
Salem School District	38 Geremonty Drive, Salem, NH 03079
Town of Salem, NH	33 Geremonty Drive, Salem, NH 03079
Town of Sandisfield	P.O. Box 90 66 Sandisfield Road, Sandisfield, MA 01255
Town of Savoy	720 Main Road, Savoy, MA 01256
Town of Seekonk	100 Peck Street, Seekonk, MA 02771
Seekonk Water District	P.O. Box 97 50 Water Lane, Seekonk, MA 02771
Town of Sheffield	P.O. Box 367 21 Depot Square, Sheffield, MA 01257
Town of Shelburne	51 Bridge Street, Shelburne Falls, MA 01370
Town of Sherborn	19 Washington Street, Sherborn, MA 01770
Town of Shirley	7 Keady Way, Shirley, MA 01464
Shirley Water District	124 Ayer Road, Shirley, MA 01464
Town of Shutesbury	P.O. Box 276 1 Cooleyville Road, Shutesbury, MA 01072
Silver Lake Regional School District	250 Pembroke Street, Kingston, MA 02364
Somerset-Berkley Regional School District	580 Whetstone Hill Road, Somerset, MA 02726
South Deerfield Fire District	84 Greenfield Road, South Deerfield, MA 01373
South Deerfield Water Supply District	P.O. Box 51 95 Sunderland Road, South Deerfield, MA 01373
Town of South Hadley	116 Main St., South Hadley, MA 01075
South Hadley Fire District #1	144 Newton Street, South Hadley, MA 01075
South Shore Regional School District	476 Webster Street, Hanover, MA 02339
Town of Southampton	210 College Highway Suite 1, Southampton, MA 01073
Town of Southborough	17 Common Street Southborough Town House, Southborough, MA 01772
Town of Southbridge	41 Elm Street, Southbridge, MA 01550
Southeastern Regional Transit Authority	700 Pleasant Street Suite 530, New Bedford, MA 02740
Southern Berkshire Regional School District	P.O. Box 339, Sheffield, MA 01257
Southern Worcester County Regional Vocational School District	57 Old Mugget Hill Road, Charlton, MA 01507
Town of Southwick	454 College Highway, Southwick, MA 01077
Southwick-Tolland-Granville Regional School District	86 Powder Mill Road, Southwick, MA 01077

Customer Name	Address
Spencer-East Brookfield Regional School District	306 Main Street, Spencer, MA 01562
Stiles Lake Water District	PO Box 401, Rochdale, MA 01542
Town of Stockbridge	P O Box 417 50 Main St., Stockbridge, MA 01262
Town of Sturbridge	308 Main Street, Sturbridge, MA 01566
Town of Sudbury	278 Old Sudbury Road, Sudbury, MA 01776
Town of Sunderland	12 School Street, Sunderland, MA 01375
Town of Sutton	4 Uxbridge Rd., Sutton, MA 01590
Town of Swampscott	22 Monument Avenue, Swampscott, MA 01907
Town of Swansea	81 Main Street, Swansea, MA 02777
Tantasqua Regional School District	320 Brookfield Rd., Fiskdale, MA 01518
Town of Tewksbury	1009 Main St., Tewksbury, MA 01876
Town of Tisbury	P.O. Box 1208 51 Spring Street, Vineyard Haven, MA 02568
Tiverton Wastewater District RI	400 Fish Road, Tiverton, RI 02878
Town of Tolland	241 West Granville Road Town Hall, Tolland, MA 01034
Town of Topsfield	8 West Common Street, Topsfield, MA 01983
Town of Townsend	272 Main Street Lower Level, Townsend, MA 01469
Tri-County Regional Vocational Technical High School District	147 Pond Street, Franklin, MA 02038
Up-Island Regional School District	4 Pine Street RR2 - Box 261, Vineyard Haven, MA 02568
Town of Upton	1 Main Street Suite 2, Upton, MA 01568
Town of Wales	3 Hollow Road PO Box 255, Wales, MA 01081
Town of Ware	126 Main St. Suite B, Ware, MA 01082
Wareham Fire District	2550 Cranberry Hghw., Wareham, MA 02571
Town of Warren	48 High Street Town Hall, Warren, MA 01083
Warren Water District	988 Main Street, Warren, MA 01083-0536
Town of Washington	8 Summit Hill Road Town Hall, Washington, MA 01223
Town of Wellfleet	300 Main Street, Wellfleet, MA 02667
Town of Wendell	P.O. Box 145 Wendell Depot Road, Wendell, MA 01379
Town of West Bridgewater	65 North Main Street Town Hall, W. Bridgewater, MA 02379
Town of West Brookfield	2 East Main Street, West Brookfield, MA 01585
West Groton Water District	PO Box 246 305 Townsend Road, West Groton, MA 01472
Town of West Stockbridge	21 State Line Road PO Box 525, W. Stockbridge, MA 01266
Town of West Tisbury	P.O. Box 278 1059 State Rd., West Tisbury, MA 02575
Town of Westborough	34 West Main Street Town Hall, Westborough, MA 01581
City of Westfield	City Hall 59 Court Street, Westfield, MA 01085
Town of Westford	55 Main Street, Westford, MA 01886
Town of Westhampton	3 South Road, Westhampton, MA 01027
Town of Westminster	11 South Street Town Hall, Westminster, MA 01473
Town of Westport	816 Main Road, Westport, MA 02790
Town of Whately	4 Sandy Lane, Whately, MA 01373
Town of Whitman	54 South Avenue P.O. Box 426, Whitman, MA 02382
Whitman-Hanson Regional School District	600 Franklin St., Whitman, MA 02382
Town of Wilbraham	240 Springfield Street Town Office Bldg., Wilbraham, MA 01095
Wilkinsonville Water District	13 Providence Road P.O. Box 173, Sutton, MA 01590
Town of Williamsburg	P.O. Box 444 141 Main St., Haydenville, MA 01039
Town of Williamstown	31 North Street, Williamstown, MA 01267

Customer Name	Address
Town of Wilmington	Town Hall, Room 1 121 Glen Road, Wilmington, MA 01887
Town of Winchendon	109 Front Street Town Hall, Winchendon, MA 01475
Town of Windsor	1890 Route 9 Town Hall, Windsor, MA 01270
Woods Hole, Martha's Vineyard and Nantucket Steamship Authority	P.O. Box 284, Woods Hole, MA 02543
City of Worcester	455 Main Street City Hall - Room 203, Worcester, MA 01608
Town of Worthington	Town Hall - PO Box 654 160 Huntington Road, Worthington, MA 01098
Worthington Fire District	P.O. Box 533, Worthington, MA 01098
Town of Yarmouth	1146 Route 28, S. Yarmouth, MA 02664

**ADDENDUM TO MUNICIPAL ADVISORY AGREEMENT
FEE SCHEDULE**

**Between the Town of Eliot, Maine and UniBank Fiscal Advisory Services, Inc. ("UFASI"),
Whitinsville, Massachusetts, for the period of August 11, 2022 through June 30, 2026.**

Municipal Advisory Services for Municipal Bonds:

\$5,000 per issue plus \$2.00 per thousand of the par amount of bonds to be issued as stated in the preliminary official statement up to \$5,000,000 and \$1.25 per thousand thereafter

Minimum fee – \$15,000

Maximum fee – subject to negotiation

Additional fees (not to exceed \$10,000) are subject to negotiation for issues including more than five debt authorizations and for current and advance refundings.

Municipal Advisory Services for Municipal Notes issued with full disclosure and legal opinion (rating optional):

\$5,000 per issue plus \$1.00 per thousand of the par amount of notes to be issued as stated in the preliminary official statement up to \$5,000,000 and \$0.50 per thousand thereafter

Minimum fee – \$7,500

Maximum fee – subject to negotiation

MULTIPLE ISSUES SOLD ON THE SAME DAY:

Municipal Advisory Services for multiple Bond issues with full disclosure sold on the same day:

Bond fee will apply as per fee schedule, plus expenses, to the series of bonds with the largest par amount of bonds to be issued as stated in the preliminary official statement

Bond fee for additional series – to be negotiated, plus expenses

Municipal Advisory Services for Bonds and Notes with full disclosure issues sold on the same day:

Bond fee will apply as per Fee Schedule, plus expenses

Note fee will be reduced to \$5,000 total plus expenses for each series of Notes

Municipal Advisory Services for multiple Note issues with full disclosures sold on the same day:

Note fee per issue minimum (\$7,500) as per Fee Schedule will be split among note issues. Balance of fees will be calculated according to fee schedule, plus expenses. Total combined minimum fee - \$7,500.

Fees for multiple issues sold on the same day are subject to negotiation with final approval by UFASI Principal.



TOWN OF ELIOT MAINE

PLANNING OFFICE

1333 State Road

Eliot ME, 03903

To: Michael Sullivan, Town Manager, with suggested forward to Select Board
Wendy Rawski, CCM, Town Clerk
Town Advisory Boards/Committees

From: Jeff Brubaker, AICP, Town Planner JSB

Date: August 4, 2022

Re: Eliot Comprehensive Plan Update – Comprehensive Plan Committee member recruitment

As we begin the Comprehensive Plan Update, a steering committee made up of community members and stakeholders with diverse perspectives and areas of expertise is essential. The Comprehensive Plan Committee will guide the update process through review meetings, the formation of topical subcommittees that can generate and review pertinent information, and helping get the word out so the public can find ample opportunities to participate. This is all part of the Comprehensive Plan Update being a community-owned and community-led process.

The Committee will guide the development of the two primary elements of the Comprehensive Plan: information on existing conditions and a set of goals, policies, and recommendations. The Comprehensive Plan recommends future land uses, serves as the basis for zoning, recommends transportation and other capital investments, provides guidance on conservation and addressing climate change, and provides approaches for enhancing the local economy and quality of life.

I recommend we begin seeking and receiving applications for open Committee spots, followed by Select Board appointment at its September 8 meeting. We should also have designated spots for Board/Committee liaisons and other offices. Finally, I suggest that we have a youth advisory group that could present its suggestions to the Comprehensive Plan Committee.

The subcommittees, combined, make up the full Comprehensive Plan Committee. My intuition is that the full Committee could meet once every three months (approx. 4 meetings total), and each subgroup could meet once a month (approx. 12 meetings total), though the Committee and subgroups could decide on a different frequency. This would allow the smaller subgroups to focus on their topic, and the full Committee's role would primarily be for subgroups to update each other, and to organize information into the Plan document. Town staff/consultant assistance would be provided as much as possible to all subgroups and the Committee. I see the subgroup meetings as having a similar size and experience as the Summer Summits.

Board liaisons to the Committee

Participation from the Select Board and advisory boards will be a big part of successfully delivering the Comprehensive Plan Update. I ask that each board designate a member and an alternate for the subcommittees according to the table below. One person could serve on multiple subgroups if they so wish.

Suggested Subcommittee Spots to be filled in

Subcommittee	Representing	Member (Alternate)
Land use	Planning Board	
	Planning Board	
	Select Board	
	Conservation Commission	
	Open	
	Open	
Transportation	Planning Board	
	Select Board	
	Aging In Place Committee	
	Capital Improvement Committee	
	SMPDC/KACTS	
	Budget Committee	
	Open	
	Open	
Housing	Planning Board	
	Select Board	
	Aging In Place Committee	
	Local housing nonprofit	
	Open	
	Open	
Economic Development	Planning Board	
	Select Board	
	Budget Committee	
	Local business representative	
	Local business representative	
	Open	
	Open	
Environment, Open Space, and Climate Change	Conservation Commission	
	Conservation Commission	
	Select Board	
	Planning Board	
	Agriculture and Food Security Commission	
	Open	
	Open	
Parks, Recreation, and Public Facilities	Planning Board	
	Select Board	
	Capital Improvements Committee	
	Aging In Place Committee	
	CSD Director, or designee	
	MSAD 35 representative	

	Open	
Agriculture	Planning Board	
	Select Board	
	Agriculture and Food Security Commission	
	Agriculture and Food Security Commission	
	Open	
Historic and cultural resources	Planning Board	
	Select Board	
	Eliot Historical Society representative	
	Eliot Historical Society representative	
	Open	
Full Committee/Ex-Officio members	Mike Sullivan, Town Manager	
	Representative Michele Meyer	
	(Optional) additional open spots	
Youth Advisory Group	Open	
<i>Suggested age range would be 12-18 (generally MS or HS)</i>	Open	
	Open	
	Open	
	Open	

Suggested news release

Town seeking people to serve on the Comprehensive Plan Committee

The Committee will also include a Youth Advisory Group

The Town of Eliot is beginning the process of updating our Comprehensive Plan, which was last updated in 2009. This update will be guided by a Comprehensive Plan Committee. The Committee will have members of the Select Board, Planning Board, and other local boards on it, plus invited members from the local business community and nonprofit groups. In addition, there are some open membership spots. The Committee will have subcommittees focusing on specific topics, like land use, transportation, agriculture, and the environment/climate change.

We are also looking for up to five Youth Advisory Group members to provide a youth perspective on the Comprehensive Plan Update, with a suggested age range of 12-18 years old.

We expect the Comprehensive Plan Committee will begin in the fall and meet over the next year-plus, culminating in the adoption of the updated Comprehensive Plan. Expected meetings are once every 3-4 months for the full committee, and once every month for the subcommittees. Meetings will be typically held at Town Hall (1333 State Rd.) with an in-person or remote Zoom option.

Are you interested in volunteering to guide the future of our community? If so, please fill out the application below and either drop it off at, or mail to, Town Hall (1333 State Rd.; Eliot, ME 03903); or email it to Wendy Rawski, Town Clerk, at wrawski@eliotme.org.

For questions, contact Jeff Brubaker, Town Planner, at jbrubaker@eliotme.org or 439-1813 x112.

[link to application]

TOWN OF _____
MORATORIUM ORDINANCE REGARDING
INDUSTRIAL-SCALE AQUACULTURE DEVELOPMENT

Section 1. Title; Authority.

This ordinance, duly enacted by the legislative body of the Town of _____ (the "Town") and entitled the "Moratorium Ordinance Regarding Industrial-Scale Aquaculture Development," is referenced herein as the "Moratorium." This Moratorium is adopted pursuant to the Town's home rule authority under Article VIII, Part Second, of the Maine Constitution and 30-A M.R.S. § 3001; 30-A M.R.S. § 4356; and any other enabling statutes.

Section 2. Necessity.

The Town makes the following findings:

- A. Developers have expressed interest in and are pursuing the development of an Industrial-Scale Aquaculture Development project within Maine's coastal waters, which is on a scale larger than previously achieved in North America.
- B. The aquaculture leasing statutes and rules administered by the Maine Department of Marine Resources, which were established by the Maine Legislature in 1977 pursuant to Public Law P.L. 1977 c. 661, § 5, at a time when large-scale aquaculture operations were not contemplated, do not adequately address the risks to municipalities presented by the siting, construction, and operation of Industrial-Scale Aquaculture Development.
- C. The Town's comprehensive plan, ordinances, and regulations are inadequate to prevent serious public harm that could result from the siting, installation, and operation of Industrial-Scale Aquaculture Development within the Town.
- D. In particular, without appropriate local regulation, the siting, construction, and operation of Industrial-Scale Aquaculture Development within the Town could result in substantial adverse impacts on the Town, including, but not limited to:
 - (1) A shortage or overburdening of public facilities such as roads, waste management systems, and water access sites;
 - (2) Adverse environmental and scenic effects;
 - (3) The lack of regulatory or financial assurances that such development will be properly sited, constructed, operated, and decommissioned;
 - (4) Incompatibility with existing and permitted functionally water-based uses;
 - (5) Loss of public and private access to Maine's coastal waters, including to the intertidal zone; and
 - (6) The displacement of traditional public and commercial uses from Maine's coastal waters, including lobstering and other heritage fisheries, water-based recreation, and other public trust uses.

- E. As a result, the siting, construction, and operation of Industrial-Scale Aquaculture Development within the Town has the potential to pose a serious threat to the health, safety, and welfare of the Town and its residents and visitors.
- F. The Town needs time to evaluate the need for and to prepare reasonable ordinances and regulations governing the siting, construction, operation, and decommissioning of Industrial-Scale Aquaculture Development within the Town and to secure voter approval for such ordinances and regulations.
- G. The Town, with assistance from its municipal reviewing authorities and other departments, intends to study its plans, ordinances, and regulations to determine the regulatory implications of siting, constructing, operating, and decommissioning Industrial-Scale Aquaculture Development within the Town, and to consider what additional or different ordinance provisions and regulations, if any, might be appropriate for such development.
- H. It is anticipated that such a study, review, and preparation of plans, ordinances, and regulations will take not more than 180 days from the Date of Applicability of this Moratorium.
- I. In the judgment of the legislative body of the Town, the foregoing findings constitute an emergency within the meaning of 30-A M.R.S. § 4356 requiring immediate legislative action.

Section 3. Moratorium.

The Town does hereby declare a moratorium on (a) the siting, installation, construction, operation and expansion of Industrial-Scale Aquaculture Development; (b) the acceptance or processing of any application, proposal, or request pending on or after the Date of Applicability for Industrial-Scale Aquaculture Development; and (c) the issuance of any development permit or other form of regulatory approval or any other action or decision by a board, officer, official, employee, agent, or department of the Town related to Industrial-Scale Aquaculture Development; provided, however, that this moratorium shall not apply to Industrial-Scale Aquaculture Development in existence as of the Date of Applicability unless or until such Development requires a new or renewed lease pursuant to 12 M.R.S. § 6072.

Section 4. Definition.

For purposes of this Moratorium, "Industrial-Scale Aquaculture Development" means the construction or operation of a commercial facility on, in, or over Maine's coastal waters (including submerged lands and intertidal lands) for the culture of finfish in nets, pens, or other enclosures or for the suspended culture of any other marine organism, that (i) is located in whole or in part on, in, or over the territorial coastal waters of the Town and (ii) exclusively occupies an aggregate surface area of coastal waters greater than five (5) acres. "Industrial-Scale Aquaculture Development" includes any onshore development and water access ways associated therewith or related thereto.

Section 5. Effective Date.

This Moratorium shall become effective immediately upon its adoption by the legislative body of the Town (the "Effective Date") and shall remain in full force and effect for a period of up to but no longer than 180 days from the Date of Applicability, unless extended, repealed, or modified pursuant to applicable law or until a new ordinance regulating Industrial-Scale Aquaculture Development or amendments to one or more existing Town ordinances or regulations addressing such development are adopted by the Town, whichever shall first occur.

Section 6. Date of Applicability.

Notwithstanding 1 M.R.S. § 302 or any other law to the contrary, and regardless of the Effective Date, this Moratorium shall govern and apply to all proceedings and applications for Industrial-Scale Aquaculture Development that were or are pending before any municipal reviewing authority on or any time after January 18, 2022 (the "Date of Applicability") and, to the extent allowed by 30-A M.R.S. § 3007(6), shall nullify the issuance of any final approval of a municipal reviewing authority made on or at any time after the Date of Applicability.

Section 7. Conflicts; Savings Clause.

Any provisions of the Town's ordinances that are inconsistent with or conflict with the provisions of this Moratorium are hereby repealed to the extent applicable for the duration of this moratorium. If any section or provision of this Moratorium is declared by a court of competent jurisdiction to be invalid, such a declaration shall not invalidate any other section or provision.

Section 8. Violations.

If any Industrial-Scale Aquaculture Development is sited, constructed, or operating in violation of this Moratorium, each day of any continuing violation shall constitute a separate violation of this Moratorium and the Town shall be entitled to all rights available to it pursuant to 30-A M.R.S. § 4452, including, but not limited to, fines and penalties, injunctive relief, and its reasonable attorneys' fees and costs in prosecuting any such violations.

EMERGENCY DECLARATION

The Town declares the existence of an emergency because the Town's comprehensive plan, ordinances, and other regulations are insufficient to prevent serious public harm that could be caused by the siting, construction, or operation of Industrial-Scale Aquaculture Development, as defined in this Moratorium, and because the Town needs time to review the potential adverse impacts that may be caused by Industrial-Scale Aquaculture Development and consider amendments to one or more of its ordinances or regulations to mitigate any such impacts on the Town and its residents and visitors. This Moratorium shall be effective immediately upon enactment and shall remain in effect for 180 days from the Date of Applicability, unless it is extended, repealed, or modified in accordance with applicable law.

Given under our hands this ____ day of _____, 2022.

A Majority of the Municipal Officers of the Town of _____, Maine.

Attest: A true copy of an ordinance entitled, "Moratorium Ordinance Regarding Industrial-Scale Aquaculture Development," as certified to me by the municipal officers of the Town of _____, Maine, on the ____ day of _____, 2022.

Town Clerk
Town of _____

Eliot Agriculture and Food Security Commission

Meeting Location: Town Hall

Meeting date: August 1, 2022

Call to order: 4:34 PM

Attendees: Leslie Stevens, Norman Owens, Jim Waters, Sarah Plocharczyk and Tim Johnson arrived late

Guest: Stephanie Robinson from Eliot Connects, Bill Widi, Select Board member

Jim motioned to approve minutes from July 11, 2022. Norm seconded. All in favor.

Follow up discussion regarding a proposal circulated in the state suggesting towns vote for a moratorium on industrial aquaculture. Lori Howell from Spinney Creek Shellfish attended last meeting to present her concerns. Members of the committee shared their thoughts with those who missed the meeting last month. The committee felt there was no current need for a moratorium on any aquaculture. Furthermore, if the town ever wanted to consider any new regulations regarding aquaculture they should be written by the town with the needs of our town and businesses related to fishing/aquaculture in mind. A general moratorium would not necessarily meet Eliot's needs. A formal vote against an aquaculture moratorium was taken and approved unanimously.

Stephanie Robinson from Eliot Connects attended to present the gleaning program they have begun and to discuss ways that we could work together. Ideas include an Eliot Refrigerator like the one in Kittery, finding other gaps in services that farms/producers could potentially fill, running programs for the community on preparing food (like canning class).

Eliot Festival Day Farmer's Market update: 6 farmer's market vendors have completed the application at this point. Room for one or two more. The committee will have its own tent and at our next meeting we will put the farms we have contacted onto our map for the committee's table at the event.

Updated the list of farmers/producers we have contacted for the map and those we still need to contact. We will put a post on Eliot Connects asking any farms/producers who we have not contacted to connect with us to be added to the map.

Jim passed out business cards he had made up for the committee with our name and email contact.

Agenda items for the next meeting include putting farms on the map for Eliot Festival Day, planning our stand at Eliot Festival day, discussion about fall/spring classes.

The next meeting date and location: August 29, 2022 (early because of Labor Day holiday), Town Hall

Motion to adjourn 5:34 by Tim, seconded by Sarah. All in favor.



Bureau of Alcoholic Beverages and Lottery Operations
Division of Liquor Licensing and Enforcement
8 State House Station Augusta, ME 04333-0008 (Regular Mail)
10 Water Street Hallowell, ME 04347 (Overnight Mail)
Telephone: (207) 624-7220 Fax: (207) 287-3434
Email: MaineLiquor@Maine.gov

Qualified Catering Organization Application for Catered Function

(Note: This application is for Qualified Caterers ONLY. If you are a Class A Restaurant, Restaurant/Lounge, Lounge, Hotel, Club, or Bed & Breakfast please complete form number 5.5 or 5.6.)

The law requires the application to be submitted at least 24 Hours prior to the function, however a longer notice is appreciated to allow additional time for processing.

License No.: 11399 DBA Name: Mainly Sips
Mailing Address: 108 St. John St.
Town/City: Portland State: ME Zip Code: 04102
Telephone: 207-272-2921 Fax: _____
Email Address: Mainlyburgers@gmail.com

Event Details

Title and Purpose of Event: Sweet Dirt Company Gathering
Location of Event: 2077 State Road
Physical Address of Event: 2077 State Road
Town/City: Eliot State: ME Zip Code: 03903
Check One: ☐ Indoor Event ☒ Outside Event (If outside, a diagram must be included)
Describe specific indoor and/or outdoor area to be licensed: Raitt Farm Event Venue

Date of Event: 9/12/22 Time From: 12 To: 4
Name of Person or Entity contracting your services: Audra Griffith
Number of Persons Attending: ~150
Address: 2077 State Road Town/City: Eliot
State: ME Zip Code: 03903 Telephone Number: 207-272-2921

Will Dancing be offered during the event? YES ☐ NO ☐

Does the venue have a dance license? YES ☐ NO ☐ (If yes, please provide a copy of the license)

Signature of Licensee or Corporate Officer

Jack Barber

Print Name of Licensee or Corporate Officer

8/10/22

Date

8/10/22, 1:49 PM

Raitt Homestead Farm Museum - Google Maps

Google Maps Raitt Homestead Farm Museum

9/1/2



Imagery ©2022 Maine Geolibrary, Maxar Technologies, Map data ©2022

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DRAFT

Cable Television Renewal Franchise Agreement Between the Town of Eliot, Maine and Comcast Date to be Determined

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Administrative Issues

1. Statement of Agreement

This Franchise Agreement (the "Agreement") is made and entered as of **Date to be Determined** 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 039023
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 Board of Selectmen 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.

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 **Date to be Determined**, 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 Administrator. 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. Within 30 days of the signing of this Franchise Agreement, 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. Company shall furnish to each Subscriber so requesting, at the Subscriber's expense, a switch permitting the Subscriber to change from cable reception to home antenna reception, and back, at the option of the Subscriber. Installation of such switches at the time of initial installation of service to a Subscriber shall be without charge other than for such purchase cost.

E. Video Recording Device/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 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 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 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, or 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 Freeport. 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. Not less than thirty days' prior notice to Town shall be provided of Company's or the surety's intention to cancel, materially change, or not to renew the performance bond.

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 Elliot 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 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.

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

Beginning sixty (60) days after notice from the Town, Company shall provide a Franchise Fee to the Town or its designee, equal to be determined of Company's Gross Annual Revenues. Beginning four years after the Effective Date of this Franchise Agreement, and with ninety (90) days notice to the Company, the Town, by action of its Board of Selectmen, may increase or decrease the Franchise Fee, up to a maximum of five percent (5%) of Company's Gross Annual Revenues.

1. Payment

Company shall pay the Franchise Fee to the Town on a quarterly basis, no later than forty-five (45) days after the end of the calendar quarter for which payment is made. The payment for the last quarter of the last year of the term of this Franchise shall be due and payable sixty (60) days after the end of that quarter. The quarterly payment shall include a statement showing the basis for the payment, including a breakdown by category (e.g., basic service, home shopping channels, advertising) and source 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, up to be determined PEG Access channel(s) for public, educational and governmental access programming. Company shall have one hundred eighty (180) days from the written notice by the Town to make such PEG Channel available to the Town. 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.

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 currently provides and during the term of this Agreement will continue to provide live PEG video origination capability from the Eliot Town Office (30 Main Street)

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.

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

Company shall provide Town a copy of Franchisee's complaint policy annually and no later than 30-days after any revisions. If Franchisee maintains a publicly available website, Franchisee's complaint policy shall be posted on its website.

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 thirty (30) 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 Board of Selectman, 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 Board of Selectman, to schedule a public hearing at which the Board of Selectman 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 Board of Selectman 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 Board of Selectman 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 Eliot 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 ninety (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 thirty (30) 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, the Cable System shall be disposed of according to 47 USC §546 and this Franchise Agreement.

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

**For the Town of Eliot
It's Board of Selectmen**

Date _____

For Franchisee: Comcast of Maine/New Hampshire

Greater Boston Region

Date _____



Town of Eliot
Public Works Department

476 Dow Highway
Eliot, Maine 03903
Phone: (207)-439-9451 • Fax: (207)-439-7017

August 3, 2022

To : Mike Sullivan, Town Manager
From : Steve Robinson, Public Works Director

**On July 11, 2022 I sent out invitations to bid for winter road salt.
The results are as follow :**

Morton Salt of Newington, NH. , : \$85.58 per ton delivered

Granite State Minerals of Portsmouth, NH. : \$78.00 per ton delivered

Safer Road Services thru S. M. P. D. C. : NO BID

**With only 2 bids submitted I am asking that the 3 bid rule be waived.
It is my recommendation that the bid be awarded to Granite State
Minerals of Portsmouth, NH. For the price of \$78.00 per ton delivered.**

I look forward to discussing this with you.

**Respectfully submitted,
Steve Robinson**

Public Works Director

Warrant 11

Jrnl	Check	Month	Invoice Description	Reference	Amount	Encumbrance
Description			Account	Proj		
01943 KEY BANK						
0001	999999	01	E.Moya May'22 CC Charges	May 2022		
Ammunition			E 10-05-20-60		177.82	0.00
			Supplies / Ammunition			
Prime Subscription			E 10-05-20-40		14.99	0.00
			Supplies / Office Supp.			
File Cabinet & Shelf			E 10-05-20-40		578.00	0.00
			Supplies / Office Supp.			
Invoice Total-					770.81	
0001	999999	01	J.Muzeroll CC Charges	May 2022		
Batteries			E 10-01-24-10		67.95	0.00
			Rep. & Maint / Equip. Rep.			
Batteries for Pagers			E 10-01-24-85		142.50	0.00
			Rep. & Maint / Fire Trk Rep			
Me.gov Annual Report			E 10-01-20-05		35.00	0.00
			Supplies / Postage			
Pressure Washer Hose/Reel			E 10-01-24-10		138.68	0.00
			Rep. & Maint / Equip. Rep.			
Utility Straps			E 10-01-24-85		32.97	0.00
			Rep. & Maint / Fire Trk Rep			
iPads			E 10-01-20-56		618.00	0.00
			Supplies / EMA Supplies			
Invoice Total-					1,035.10	
0001	999999	01	A Paradis CC Charges	May 2022		
Office Supplies			E 30-01-20-40		40.08	0.00
			Supplies / Office Supp.			
KidsPLAY fundraiser			E 82-01-20-40		253.63	0.00
			Supplies / Office Supp.			
KidsPLAY fundraiser			E 82-01-20-40		42.87	0.00
			Supplies / Office Supp.			
KidsPLAY fundraiser			E 82-01-20-40		89.76	0.00
			Supplies / Office Supp.			
KidsPLAY fundraiser			E 82-01-20-40		116.66	0.00
			Supplies / Office Supp.			
KidsPLAY Summer			E 82-02-20-40		29.98	0.00
			Supplies / Office Supp.			
Invoice Total-					572.98	
0001	999999	01	H.Muzeroll-Roy CC Charges	May 2022		
Office Supplies			E 30-01-20-40		41.32	0.00
			Supplies / Office Supp.			
Office Supplies			E 30-01-20-40		29.53	0.00
			Supplies / Office Supp.			
Office Supplies			E 30-01-20-40		17.27	0.00
			Supplies / Office Supp.			
Summer Camp Supplies			E 82-02-20-40		36.44	0.00
			Supplies / Office Supp.			
Office Supplies			E 30-01-20-40		47.32	0.00
			Supplies / Office Supp.			
KidsPLAY Fundraiser			E 82-01-20-40		59.97	0.00
			Supplies / Office Supp.			
KidsPLAY Fundraiser			E 82-01-20-40		46.39	0.00
			Supplies / Office Supp.			
KidsPLAY Fundraiser			E 82-01-20-40		53.74	0.00
			Supplies / Office Supp.			
Invoice Total-					331.98	
0001	999999	01	S Robinson CC Charges	May 2022		
EZ-Pass			E 20-01-20-10		750.00	0.00
			Supplies / Diesel Fuel			

Eliot

A / P Warrant

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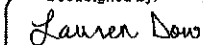
Page 2

Warrant 11

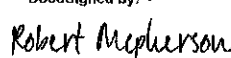
Jrnl	Check	Month	Invoice Description	Reference	Amount	Encumbrance
Description			Account	Proj		
Recycling Bins			E 20-25-22-58		1,030.50	0.00
			tation - P/W Supplies / PPT Bags			
			Invoice Total-		1,780.50	
0001	999999	01	M.Albert May CC Charges	May 2022		
Lodging - HR Conference			E 01-01-03-05		208.20	0.00
			Employee Exp / Training			
Dropbox subscription			E 01-01-10-11		45.00	0.00
			Contract Svc / Software			
Zoom for Remote Mtngs			E 01-01-10-11		95.34	0.00
			Contract Svc / Software			
Background Checks			E 20-01-03-05		41.00	0.00
			Employee Exp / Training			
Background Checks			E 20-01-03-05		54.99	0.00
			Employee Exp / Training			
			Invoice Total-		444.53	
0001	999999	01	Refund of Prime Fees	01-2023		
Credit Memo			G 01-9999-00		-133.90	0.00
			Clearing A/C			
			Invoice Total-		-133.90	
0001	999999	01	Discount from GoodHire	02-2023		
Credit Memo			G 01-9999-00		-14.99	0.00
			Clearing A/C			
			Invoice Total-		-14.99	
			Vendor Total-		4,787.01	
			Prepaid Total-		4,787.01	
			Current Total-		0.00	
			EFT Total-		0.00	
			Warrant Total-		4,787.01	

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

Kristin McNulty TO PAY THE INVOICES ON THIS WARRANT.



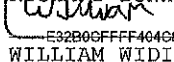
 DocuSigned by:
 LAUREN DOW



 DocuSigned by:
 ROBERT MCPHERSON



 DocuSigned by:
 RICHARD DONHAUSER



 DocuSigned by:
 WILLIAM WIDI

Stanley Shapleigh

Warrant 12

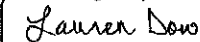
Jrnl	Check	Month	Invoice Description	Reference		
Description			Account	Proj	Amount	Encumbrance
01943 KEY BANK						
0048	999999	01	M.Albert June CC Charges	June 2022		
Job Postings-Indeed			E 30-11-03-05		360.00	0.00
			Employee Exp / Training			
Job Postings-Indeed			E 30-11-03-05		33.32	0.00
			Employee Exp / Training			
Job Postings-SmartSign			E 01-01-20-40		16.82	0.00
			Supplies / Office Supp.			
Supplies			E 01-01-20-50		41.92	0.00
			Supplies / Bldg Supply			
Supplies			E 10-05-24-50		94.39	0.00
			Rep. & Maint / Bldg. Supp			
Supplies			E 20-01-20-40		69.61	0.00
			Supplies / Office Supp.			
Bkgrnd Checks less disc.			E 01-01-03-00		30.00	0.00
			Employee Exp / Employee Exp			
Planning Brd Name Signs			E 01-05-50-45		73.16	0.00
			Town Comm. / Plan. Bd.			
Dropbox subscription			E 01-01-10-11		45.00	0.00
			Contract Svc / Software			
Zoom subscription			E 01-01-10-11		95.34	0.00
			Contract Svc / Software			
Invoice Total-					859.56	
0048	999999	01	E.Moya June CC Charges	June 2022		
Lodging for Training			E 10-05-01-45		384.00	0.00
			Salaries / In-Ser.Train			
Brushes & Shelving			E 10-05-24-20		115.92	0.00
			Rep. & Maint / Bldg. Rep.			
Invoice Total-					499.92	
0048	999999	01	H.Muzeroll-Roy June CC Ch	June 2022		
Office Supplies			E 30-01-20-40		73.07	0.00
			Supplies / Office Supp.			
KP Movie Night Supplies			E 82-02-05-41		146.99	0.00
			Service Fees / Program Exp			
Summer Camp Movie Screen			E 82-02-05-41		68.98	0.00
			Service Fees / Program Exp			
Supplies-Mop/bucket			E 82-02-20-40		71.94	0.00
			Supplies / Office Supp.			
KP Summer Cleaning Supply			E 82-02-20-40		109.45	0.00
			Supplies / Office Supp.			
KP Summer supplies			E 82-02-05-41		59.99	0.00
			Service Fees / Program Exp			
KP Projector/laptop			E 82-02-05-41		381.05	0.00
			Service Fees / Program Exp			
Business Cards			E 30-01-20-40		45.89	0.00
			Supplies / Office Supp.			
Concert Signs			E 30-20-20-40		214.28	0.00
			Supplies / Office Supp.			
Invoice Total-					1,171.64	
0048	999999	01	A.Paradis June CC Charges	June 2022		
KP Ice Cream fundraiser			E 82-02-05-41		8.47	0.00
			Service Fees / Program Exp			
KP Ice Cream fundraiser			E 82-02-05-41		237.38	0.00
			Service Fees / Program Exp			
Summer craft supplies			E 82-02-05-41		173.78	0.00
			Service Fees / Program Exp			
Wash for Van			E 30-01-25-15		16.00	0.00
			Rep/Maint / Vehicle			

Warrant 12

Jrnl	Check	Month	Invoice Description	Reference	Amount	Encumbrance
Description			Account	Proj		
Summer camp snacks			E 82-02-05-41		494.94	0.00
	Service Fees /		Program Exp			
Summer craft supplies			E 82-02-05-41		63.90	0.00
	Service Fees /		Program Exp			
KP Summer Trip			E 82-02-05-41		1,294.00	0.00
	Service Fees /		Program Exp			
Invoice Total-					2,288.47	
0048	999999	01	W.Rawski June CC Charges	June 2022		
Election Staff Sandwiches			E 15-15-20-40		125.75	0.00
	Supplies /		Office Supp.			
Election Staff food/drink			E 15-15-20-40		58.96	0.00
	Supplies /		Office Supp.			
Election Staff food/drink			E 15-15-20-40		3.19	0.00
	Supplies /		Office Supp.			
Invoice Total-					187.90	
0048	999999	01	S.Robinson June CC Charge	June 2022		
Prime Subscription			E 20-01-20-40		14.99	0.00
	Supplies /		Office Supp.			
Invoice Total-					14.99	
0048	999999	01	JMuzeroli June CC Charges	June 2022		
IR Temp Tool			E 10-01-20-55		17.99	0.00
	Supplies /		FD Supplies			
Computer Supplies			E 10-01-24-30		16.13	0.00
	Rep. & Maint /		Comp. Rep.			
Kitchen Coffee			E 10-01-20-55		34.95	0.00
	Supplies /		FD Supplies			
Invoice Total-					69.07	
Vendor Total-					5,091.55	
Prepaid Total-					5,091.55	
Current Total-					0.00	
EFT Total-					0.00	
Warrant Total-					5,091.55	

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

Kristin McNulty TO PAY THE INVOICES ON THIS WARRANT.



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LAUREN DOW

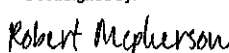


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RICHARD DONHAUSER

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WILLIAM WIDI



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ROBERT MCPHERSON

Stanley Shapleigh

Eliot

A / P Warrant

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Page 1

Warrant 14

Jrnl	Check	Month	Invoice Description	Reference		
Description			Account	Proj	Amount	Encumbrance
00002 2WAY COMMUNICATIONS SERVICE, INC.						
0091	20913	02	Town Hall Comp. Updates	73300		
Town Hall Comp. Updates			E 01-01-10-11		5,500.00	0.00
			Contract Svc / Software			
			Invoice Total-		5,500.00	
0091	20913	02	PD Managed Svcs June	73204		
PD Managed Svcs June			E 10-05-10-14		603.02	0.00
			Contract Svc / Contra/Maint			
			Invoice Total-		603.02	
			Vendor Total-		6,103.02	
00013 ADMIRAL FIRE & SAFETY, INC.						
0091	20914	02	Uniforms	225301		
Uniforms			E 10-05-03-15		1,300.30	0.00
			Employee Exp / Uniforms			
			Vendor Total-		1,300.30	
02846 Advanced Workplace Strategies, Inc.						
0091	20915	02	Drug Testing	536921		
Drug Testing			E 20-01-03-05		169.00	0.00
			Employee Exp / Training			
			Vendor Total-		169.00	
02854 Amazon Capital Services						
0091	20916	02	Binder	17VW-KC73-MYFR		
Binder			E 20-01-20-40		60.54	0.00
			Supplies / Office Supp.			
			Invoice Total-		60.54	
0091	20916	02	Receipt Books	1VLD-CFFG-RNR7		
Receipt Books			E 20-01-20-40		35.25	0.00
			Supplies / Office Supp.			
			Invoice Total-		35.25	
0091	20916	02	Camp Ice Packs	1MNL-NPRL-9D6M		
Camp Ice Packs			E 82-02-05-41		39.99	0.00
			Service Fees / Program Exp			
			Invoice Total-		39.99	
0091	20916	02	Envelops for A/P	1447-4P3C-FDFL		
Envelops for A/P			E 01-01-20-40		35.99	0.00
			Supplies / Office Supp.			
			Invoice Total-		35.99	
			Vendor Total-		171.77	
02888 AT&T Mobility						
0091	20917	02	PD Cell Phones	PD 07282022		
PD Cell Phones			E 10-05-03-12		430.41	0.00
			Employee Exp / Cell Phones			
			Vendor Total-		430.41	
00109 CENTRAL MAINE POWER						
0091	20918	02	GA Electric/Emergency	LP71922		
GA Electric/Emergency			E 50-01-15-02		200.00	0.00
			Utilities / Electricity			
			Vendor Total-		200.00	
00131 COMCAST						
0091	20919	02	CSD Phone/Internet	7/18-8/17 22		
CSD Phone/Internet			E 30-01-10-13		187.27	0.00
			Contract Svc / Internet			

Warrant 14

Jrnl	Check	Month	Invoice Description	Reference		
Description			Account	Proj	Amount	Encumbrance
Vendor Total-					187.27	
02523 Creative Digital Services						
0091	20920	02	Postage - Sewer Bills	104607		
Postage - Sewer Bills			E 70-01-20-05		315.71	0.00
Supplies / Postage						
Vendor Total-					315.71	
02972 Gatehouse Media Massachusetts I, Inc.						
0091	20921	02	Public Hearing Notices	Past Due Bal		
Select Board Ads			E 01-01-05-01		856.20	0.00
Service Fees / Advertising						
Planning Board Ads			E 05-05-50-45		339.15	0.00
Town Comm. / Plan. Bd.						
Aging in Place Ads			E 05-05-50-06		213.63	0.00
Town Comm. / Aging						
Vendor Total-					1,408.98	
01928 HUSSEY SEPTIC, INC.						
0091	20922	02	Porta Potty Rental	P6234		
Porta Potty Rental			E 20-10-05-09		310.00	0.00
Service Fees / Toilets						
Vendor Total-					310.00	
00830 HYGRADE BUSINESS GROUP, INC.						
0091	20923	02	Sewer Billing	759427		
Sewer Billing			E 70-01-20-40		219.78	0.00
Supplies / Office Supp.						
Vendor Total-					219.78	
02670 Innovative Credit Solutions						
0091	20924	02	Annual Dues	202207511		
Annual Dues			E 10-05-03-01		75.00	0.00
Employee Exp / Dues						
Vendor Total-					75.00	
02835 Interstate Billing						
0091	20925	02	Skid Steer Parts	P01970		
Skid Steer Parts			E 20-01-24-15		265.45	0.00
Rep. & Maint / Veh. Rep.						
Vendor Total-					265.45	
02944 Jordan Tweedie						
0091	20926	02	July Mileage	July 2022		
July Mileage			E 20-01-03-06		48.72	0.00
Employee Exp / Mileage						
Vendor Total-					48.72	
02475 Leaf						
0091	20927	02	PD Copier Leas	13488807		
PD Copier Leas			E 10-05-10-14		220.64	0.00
Contract Svc / Contra/Maint						
Vendor Total-					220.64	
01006 ME. MUNICIPAL EMPLOYEE HEALTH TRUST						
0091	20928	02	August Health Premium	August 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.						
Clerk			E 01-02-03-10		1,090.82	0.00
Employee Exp / Health Ins.						

Eliot

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Jrnl	Check	Month	Invoice Description	Reference	Amount	Encumbrance
Description			Account	Proj		
Public Works			E 20-01-03-10		75.00	0.00
		Employee Exp	/ Health Ins.			
Police			E 10-05-03-10		14,396.32	0.00
		Employee Exp	/ Health Ins.			
CSD			E 30-01-03-10		1,086.91	0.00
		Employee Exp	/ Health Ins.			
KidsPLAY			E 82-01-03-10		2,137.66	0.00
		Employee Exp	/ Health Ins.			
EE portion			G 01-2230-00		5,033.96	0.00
		Health Ins.				
Vendor Total-					28,195.25	
02551 Nest & Sons, Inc.						
0091	20929	02	Basin Cleaning	46697		
Basin Cleaning			E 20-01-12-38		2,208.75	0.00
		P/W Contract	/ Catch Basin			
Vendor Total-					2,208.75	
00000 New England Kenworth						
0091	20930	02	Parts	CP504499		
Parts			E 20-01-24-15		72.44	0.00
		Rep. & Maint	/ Veh. Rep.			
Vendor Total-					72.44	
02350 New England Kenworth						
0091	20932	02	Parts	CP504515		
Parts			E 20-01-24-15		4.92	0.00
		Rep. & Maint	/ Veh. Rep.			
Invoice Total-					4.92	
0091	20932	02	Parts	CP506366		
Parts			E 20-01-24-15		35.98	0.00
		Rep. & Maint	/ Veh. Rep.			
Invoice Total-					35.98	
0091	20932	02	Parts	CP507255		
Parts			E 20-01-24-15		14.02	0.00
		Rep. & Maint	/ Veh. Rep.			
Invoice Total-					14.02	
0091	20932	02	Parts	CP507384		
Parts			E 20-01-24-15		39.54	0.00
		Rep. & Maint	/ Veh. Rep.			
Invoice Total-					39.54	
0091	20932	02	Parts	CP507778		
Parts			E 20-01-24-15		59.65	0.00
		Rep. & Maint	/ Veh. Rep.			
Invoice Total-					59.65	
0091	20932	02	Parts	CP507905		
Parts			E 20-01-24-15		130.32	0.00
		Rep. & Maint	/ Veh. Rep.			
Invoice Total-					130.32	
0091	20932	02	Parts	CP508829		
Parts			E 20-01-24-15		105.95	0.00
		Rep. & Maint	/ Veh. Rep.			
Invoice Total-					105.95	
0091	20932	02	Parts	CP509292		
Parts			E 20-01-24-15		416.95	0.00
		Rep. & Maint	/ Veh. Rep.			
Invoice Total-					416.95	

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Jrnl	Check	Month	Invoice Description	Reference		
Description			Account	Proj	Amount	Encumbrance
0091	20932	02	Parts		CP509508	
Parts			E 20-01-24-15		593.19	0.00
			Rep. & Maint / Veh. Rep.			
			Invoice Total-		593.19	
0091	20932	02	Parts		CP509509	
Parts			E 20-01-24-15		217.60	0.00
			Rep. & Maint / Veh. Rep.			
			Invoice Total-		217.60	
0091	20932	02	Parts		CP510226	
Parts			E 20-01-24-15		76.37	0.00
			Rep. & Maint / Veh. Rep.			
			Invoice Total-		76.37	
			Vendor Total-		1,694.49	
00000 NEW ENGLAND STATE POLICE						
0091	20933	02	Annual Dues		INV202200540	
Annual Dues			E 10-05-03-01		100.00	0.00
			Employee Exp / Dues			
			Vendor Total-		100.00	
02025 Organic Solutions, LLC						
0091	20934	02	Bio Bags		12739	
Bio Bags			E 20-25-22-57		674.00	0.00
			tation - P/W Supplies / Compost Bags			
			Invoice Total-		674.00	
0091	20934	02	Recycling		12599	
Recycling			E 20-25-06-55		364.50	0.00
			tation - P/W Service / Spec. Waste			
			Invoice Total-		364.50	
0091	20934	02	Recycling		12175	
Recycling			E 20-25-06-55		258.78	0.00
			tation - P/W Service / Spec. Waste			
			Invoice Total-		258.78	
			Vendor Total-		1,297.28	
02901 Port City Architecture						
0091	20935	02	Town Hall Redesign		21402-9	
Town Hall Redesign			E 91-12-99-01		695.60	0.00
			Misc. / Misc.			
			Invoice Total-		695.60	
0091	20935	02	Town Hall Redesign		21402-8	
Town Hall Redesign			E 91-12-99-01		1,391.20	0.00
			Misc. / Misc.			
			Invoice Total-		1,391.20	
			Vendor Total-		2,086.80	
00575 RHODES PLUMBING AND HEATING						
0091	20936	02	AC Repairs		23328	
AC Repairs			E 10-05-24-20		437.89	0.00
			Rep. & Maint / Bldg. Rep.			
			Vendor Total-		437.89	
00617 SANEL NAPA						
0091	20937	02	Filters		353090	
Filters			E 20-01-24-15		28.99	0.00
			Rep. & Maint / Veh. Rep.			
			Invoice Total-		28.99	
0091	20937	02	Switch-Rocker		353550	

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Jrnl	Check	Month	Invoice Description	Reference	Amount	Encumbrance
Description			Account	Proj		
Switch-Rocker			E 20-01-24-15		5.29	0.00
			Rep. & Maint / Veh. Rep.			
			Invoice Total-		5.29	
0091	20937	02	Regulator/Sway Bar Repair	354084		
Regulator/Sway Bar Repair			E 20-01-24-15		107.68	0.00
			Rep. & Maint / Veh. Rep.			
			Invoice Total-		107.68	
			Vendor Total-		141.96	
02717 Shredding on Site						
0091	20938	02	Shredding	0088309		
Shredding			E 20-25-06-55		57.50	0.00
			tation - P/W Service / Spec. Waste			
			Vendor Total-		57.50	
00000 SOUTHERN MAINE PLANNING						
0091	20939	02	Training	16085		
Training			E 20-30-05-35		880.00	0.00
			Service Fees / Consulting			
			Vendor Total-		880.00	
00648 SOUTHERN MAINE PLANNING						
0091	20940	02	Stormwater Training	16042		
Stormwater Training			E 20-30-05-35		2,992.46	0.00
			Service Fees / Consulting			
			Invoice Total-		2,992.46	
0091	20940	02	Training	16082		
Training			E 20-30-05-35		1,859.00	0.00
			Service Fees / Consulting			
			Invoice Total-		1,859.00	
			Vendor Total-		4,851.46	
02981 Southwest Solutions Group, Inc.						
0091	20941	02	Evidence Supplies PD	115811-1		
Evidence Supplies PD			E 10-05-20-60		536.86	0.00
			Supplies / Ammunition			
			Vendor Total-		536.86	
01418 SPRINT						
0091	20942	02	CSD Cell Phones	557872025-242		
CSD Cell Phones			E 30-01-10-12		217.68	0.00
			Contract Svc / Mobile Phone			
			Vendor Total-		217.68	
01335 STEVEN R. ROBINSON						
0091	20943	02	July Cell Phone	July 2022		
July Cell Phone			E 20-01-03-12		20.00	0.00
			Employee Exp / Cell Phones			
			Vendor Total-		20.00	
00677 SWAN ISLAND PRESS						
0091	20944	02	Law Books	3349		
Law Books			E 10-05-20-40		900.00	0.00
			Supplies / Office Supp.			
			Vendor Total-		900.00	
02824 The Goodyear Tire & Rubber Co.						
0091	20945	02	Tire Disposal	068-1077689		
Tire Disposal			E 20-01-24-80		24.00	0.00
			Rep. & Maint / Tires			

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Jrnl	Check	Month	Invoice Description	Reference	
Description	Account	Proj	Amount	Encumbrance	
			Invoice Total-	24.00	
0091	20945	02	Roll Off Tires	068-1077564	
Roll Off Tires	E 20-01-24-80		1,320.52	0.00	
			Rep. & Maint / Tires		
			Invoice Total-	1,320.52	
			Vendor Total-	1,344.52	
01753 TOWN OF KITTERY					
0091	20946	02	Sewer	137608	
Sewer	E 70-01-05-60		60,645.48	0.00	
			Service Fees / Sw/Kittery		
			Vendor Total-	60,645.48	
00725 TREASURER OF STATE					
0091	20947	02	BMV 7/21-7/28 2022	7/21-7/28 2022	
BMV 7/21-7/28 2022	G 01-2040-00		31,575.67	0.00	
			G/L DMV Regs		
			Vendor Total-	31,575.67	
00733 TREASURER OF STATE					
0091	20948	02	Training for PD	230708CJA16	
Training for PD	E 10-05-03-05		162.50	0.00	
			Employee Exp / Training		
			Vendor Total-	162.50	
00899 TREASURER OF STATE					
0091	20949	02	IFW July 2022	July 2022	
IFW July 2022	G 01-2030-00		8,048.50	0.00	
			G/L Snow/Atv		
			Vendor Total-	8,048.50	
00824 TREASURER, STATE MAINE					
0091	20950	02	July Dog Licenses	July 2022	
July Dog Licenses	G 01-2010-00		50.00	0.00	
			G/L Hd.Dog		
			Vendor Total-	50.00	
01809 TY-MARK HEATING & COOLING, LLC					
0091	20951	02	AC repairs	80527M	
AC repairs	E 10-05-24-20		140.00	0.00	
			Rep. & Maint / Bldg. Rep.		
			Vendor Total-	140.00	
02183 ULINE					
0091	20952	02	Trash Liners	151682405	
Trash Liners	E 20-25-20-40		339.27	0.00	
			tation - Supplies / Office Supp.		
			Vendor Total-	339.27	
00764 VERIZON/WIRELESS					
0091	20953	02	iPad/Phone DPW	9911499737	
iPad/Phone DPW	E 20-01-03-12		73.80	0.00	
			Employee Exp / Cell Phones		
			Vendor Total-	73.80	
00906 W.B. MASON COMPANY, INC.					
0091	20954	02	PD Water	231104640	
PD Water	E 10-05-20-41		59.85	0.00	
			Supplies / Water(Drink)		
			Invoice Total-	59.85	
0091	20954	02	Toner	231418489	

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Jrnl	Check	Month	Invoice Description	Reference	Amount	Encumbrance
Description			Account	Proj		
Toner			E 10-05-20-40		148.12	0.00
			Supplies / Office Supp.			
			Invoice Total-		148.12	
0091	20954	02	Copy Paper		231409616	
Copy Paper			E 10-05-20-40		39.97	0.00
			Supplies / Office Supp.			
			Invoice Total-		39.97	
0091	20954	02	Correction Tape		231301302	
Correction Tape			E 10-05-20-40		7.92	0.00
			Supplies / Office Supp.			
			Invoice Total-		7.92	
			Vendor Total-		255.86	
01051 WELLS FARGO FINANCIAL LEASING						
0091	20955	02	CSD Copier Leas		5020783171	
CSD Copier Leas			E 30-01-10-30		111.83	0.00
			Contract Svc / Equip Lease			
			Vendor Total-		111.83	
02844 WIN Waste Innovations						
0091	20956	02	C&D		24-0000047729	
C&D			E 20-25-06-55		1,350.42	0.00
			tation - P/W Service / Spec. Waste			
			Vendor Total-		1,350.42	
00805 YORK WOODS TREE SERVICE, LLC						
0091	20957	02	Black Mulch		47373	
Black Mulch			E 20-10-24-95		69.05	0.00
			Rep. & Maint / Grounds Rep.			
			Vendor Total-		69.05	
			Prepaid Total-		0.00	
			Current Total-		159,291.31	
			EFT Total-		0.00	
			Warrant Total-		159,291.31	

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

LAUREN DOWDY

Richard Donhauser

RICHARD DONHAUSER

WILLIAM WIDI

DocuSigned by:

Robert McPherson

ROBERT MCPHERSON

Stanley Shapleigh

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Jrnl	Check	Month	Invoice Description	Reference		
Description			Account	Proj	Amount	Encumbrance
00002 2WAY COMMUNICATIONS SERVICE, INC.						
0116	20958	02	July Managed Services	73455		
July Managed Services			E 01-01-10-11		3,632.55	0.00
Contract Svc / Software						
Vendor Total-					3,632.55	
02854 Amazon Capital Services						
0116	20959	02	Desk Tray	11D7-DY67-CFFT		
Desk Tray			E 20-01-20-40		29.99	0.00
Supplies / Office						
Vendor Total-					29.99	
02888 AT&T Mobility						
0116	20960	02	FD Cell Phones 6/23-7/22	8876X07282022		
FD Cell Phones 6/23-7/22			E 10-01-03-12		86.66	0.00
Employee Exp / Cell Phones						
Vendor Total-					86.66	
00071 BERGERON PROTECTIVE CLOTHING						
0116	20961	02	Glove	232737		
Glove			E 10-01-20-55		682.80	0.00
Supplies / Fire Dept.						
Invoice Total-					682.80	
0116	20961	02	Gloves	232726		
Gloves			E 10-01-20-55		83.00	0.00
Supplies / Fire Dept.						
Invoice Total-					83.00	
Vendor Total-					765.80	
01931 BRENDA L. HARVEY						
0116	20962	02	Mileage Reimbursement	Sewer/Tax Liens		
Mileage Reimbursement			E 01-01-03-06		29.38	0.00
Employee Exp / Mileage						
Vendor Total-					29.38	
02556 CAI Technologies						
0116	20963	02	Mapping Upgrade	15044		
Mapping Upgrade			E 01-03-10-11		126.25	0.00
Contract Svc / Software						
Vendor Total-					126.25	
00109 CENTRAL MAINE POWER						
0116	20965	02	Town hall electricity	700000463843		
Town hall electricity			E 01-01-15-02		25.67	0.00
Utilities / Electricity						
Invoice Total-					25.67	
0116	20965	02	7/26-8/3 3501-1553-530	700000463847		
7/26-8/3 3501-1553-530			E 10-01-15-02		37.62	0.00
Utilities / Electricity						
Invoice Total-					37.62	
0116	20965	02	7/2-8/2 3001-2057-110	721001397219		
7/2-8/2 3001-2057-110			E 10-01-15-02		165.77	0.00
Utilities / Electricity						
Invoice Total-					165.77	
0116	20965	02	Rt 236 7/6-8/2	700000463851		
Rt 236 7/6-8/2			E 10-30-15-02		20.16	0.00
Utilities / Electricity						
Invoice Total-					20.16	

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Jrnl	Check	Month	Invoice Description	Reference	Amount	Encumbrance
Description	Account	Proj				
0116	20965	02	Harold L Dow Hwy Trf	700000463698		
7/6-8/3	E 20-25-15-02			20.16	0.00	
	tation - Utilities / Electricity					
	Invoice Total-			20.16		
0116	20965	02	Rt 236 Garage 7/6-8/3	700000463693		
Rt 236 Garage 7/6-8/3	E 20-01-15-02			20.16	0.00	
	Utilities / Electricity					
	Invoice Total-			20.16		
0116	20965	02	HL Dow Hwy 7/6-8/3	700000463694		
HL Dow Hwy 7/6-8/3	E 20-25-15-02			25.67	0.00	
	tation - Utilities / Electricity					
	Invoice Total-			25.67		
0116	20965	02	Rt 236 Beech Rd 7/6-8/3	700000463696		
Rt 236 Beech Rd 7/6-8/3	E 10-30-15-02			20.16	0.00	
	Utilities / Electricity					
	Invoice Total-			20.16		
0116	20965	02	Cor State/Bolthill Rd	700000463699		
7/6-8/3	E 10-30-15-02			20.16	0.00	
	Utilities / Electricity					
	Invoice Total-			20.16		
0116	20965	02	Pleasant St 7/6-8/3	700000463845		
Pleasant St 7/6-8/3	E 70-05-15-02			25.67	0.00	
	Utilities / Electricity					
	Invoice Total-			25.67		
0116	20965	02	Main St 7/6-8/3	700000463846		
Main St 7/6-8/3	E 70-10-15-02			25.67	0.00	
	Utilities / Electricity					
	Invoice Total-			25.67		
0116	20965	02	Dixon Ave 7/6-8/3	700000463849		
Dixon Ave 7/6-8/3	E 70-01-15-02			20.16	0.00	
	Utilities / Electricity					
	Invoice Total-			20.16		
0116	20965	02	New Kittery Rd 7/6-8/3	700000463852		
New Kittery Rd 7/6-8/3	E 10-30-15-02			20.16	0.00	
	Utilities / Electricity					
	Invoice Total-			20.16		
0116	20965	02	Route 236 7/6-8/3	700000463853		
Route 236 7/6-8/3	E 10-30-15-02			20.16	0.00	
	Utilities / Electricity					
	Invoice Total-			20.16		
	Vendor Total-			467.35		
00121 Cintas Corporation #758						
0116	20966	02	DPW Uniforms	4124103869		
DPW Uniforms	E 20-01-03-15			152.82	0.00	
	Employee Exp / Uniforms					
	Invoice Total-			152.82		
0116	20966	02	DPW Uniforms	4124753908		
DPW Uniforms	E 20-01-03-15			152.82	0.00	
	Employee Exp / Uniforms					
	Invoice Total-			152.82		
0116	20966	02	DPW Uniforms	4125507272		
DPW Uniforms	E 20-01-03-15			144.25	0.00	
	Employee Exp / Uniforms					
	Invoice Total-			144.25		

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Jrnl	Check	Month	Invoice Description	Reference	Amount	Encumbrance
Description			Account	Proj		
0116	20966	02	DPW Uniforms		4126858501	
DPW Uniforms			E 20-01-03-15		144.25	0.00
			Employee Exp / Uniforms			
			Invoice Total-		144.25	
			Vendor Total-		594.14	
00131 COMCAST						
0116	20967	02	FD Cable		7/27-8/26 2022	
FD Cable			E 10-01-15-03		31.69	0.00
			Utilities / Communicat.			
			Vendor Total-		31.69	
02791 Dirigo Safety, LLC						
0116	20968	02	Training		2022-302	
Training			E 10-05-03-05		50.00	0.00
			Employee Exp / Training			
			Invoice Total-		50.00	
0116	20968	02	Training		2022-298	
Training			E 10-01-03-05		50.00	0.00
			Employee Exp / Training			
			Invoice Total-		50.00	
			Vendor Total-		100.00	
01766 ECO MAINE (MSW)						
0116	20969	02	MSW		July 2022	
MSW			E 20-25-06-50		3,111.71	0.00
			tation - P/W Service / MSW Disposal			
			Vendor Total-		3,111.71	
02333 EcoMaine (Bulky)						
0116	20970	02	Bulky		July 2022	
Bulky			E 20-25-06-55		1,983.65	0.00
			tation - P/W Service / Spec. Waste			
			Vendor Total-		1,983.65	
00191 ELECTRIC LIGHT COMPANY, INC.						
0116	20971	02	Traffic Signal Repair		3962	
Traffic Signal Repair			E 10-30-15-02		1,065.00	0.00
			Utilities / Electricity			
			Vendor Total-		1,065.00	
01127 ELIOT HISTORICAL SOCIETY						
0116	20972	02	Funding for FY23		FY23	
Funding for FY23			E 06-10-50-65		3,500.00	0.00
			Town Comm. / Historical S			
			Vendor Total-		3,500.00	
01007 ELIOT SMALL ENGINE REPAIR, INC.						
0116	20973	02	Tube		033006	
Tube			E 20-10-24-05		19.90	0.00
			Rep. & Maint / Sup. & Mat.			
			Invoice Total-		19.90	
0116	20973	02	Headphones		032895	
Headphones			E 20-10-24-05		119.99	0.00
			Rep. & Maint / Sup. & Mat.			
			Invoice Total-		119.99	
0116	20973	02	Cloth		033399	
Cloth			E 20-01-24-05		24.29	0.00
			Rep. & Maint / Sup. & Mat.			

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Jrnl	Check	Month	Invoice Description	Reference	Amount	Encumbrance
Description	Account	Proj				
Invoice Total-					24.29	
0116	20973	02	Mower Parts	033374		
Mower Parts	E 20-10-24-10				230.06	0.00
	Rep. & Maint / Equipment					
Invoice Total-					230.06	
0116	20973	02	Woodcutter Helmet	033496		
Woodcutter Helmet	E 20-10-24-10				49.99	0.00
	Rep. & Maint / Equipment					
Invoice Total-					49.99	
Vendor Total-					444.23	
00000 Fisher Auto Parts						
0116	20974	02	Gasket	460-224294		
Gasket	E 20-01-24-15				16.99	0.00
	Rep. & Maint / Vehicle					
Vendor Total-					16.99	
02940 Fisher Auto Parts						
0116	20975	02	Grease	460-225879		
Grease	E 20-10-24-10				53.76	0.00
	Rep. & Maint / Equipment					
Invoice Total-					53.76	
0116	20975	02	Suspension	460-224113		
Suspension	E 20-01-24-15				56.54	0.00
	Rep. & Maint / Vehicle					
Invoice Total-					56.54	
0116	20975	02	Wire	460-224636		
Wire	E 20-01-24-05				18.04	0.00
	Rep. & Maint / Sup. & Mat.					
Invoice Total-					18.04	
Vendor Total-					128.34	
01289 HARRIS COMPUTER SYSTEMS						
0116	20976	02	Trio Webinar - KMcNulty	TRIXT0001365		
Trio Webinar - KMcNulty	E 01-01-03-05				75.00	0.00
	Employee Exp / Training					
Vendor Total-					75.00	
01032 HIGGINS OFFICE PRODUCTS						
0116	20977	02	Name Tags	IN139062		
Name Tags	E 10-01-20-55				18.36	0.00
	Supplies / Fire Dept.					
Vendor Total-					18.36	
02302 Holloway Automotive Group						
0116	20978	02	Pipe	Q000354269		
Pipe	E 20-01-24-15				136.57	0.00
	Rep. & Maint / Vehicle					
Vendor Total-					136.57	
00816 IRVING OIL MARKETING, INC.						
0116	20979	02	FD Fuel July 2022	34612540		
FD Fuel July 2022	E 10-01-20-15				380.00	0.00
	Supplies / Gasoline					
Invoice Total-					380.00	
0116	20979	02	FD Fuel June 2022	34568598		
FD Fuel June 2022	E 10-01-20-15				393.86	0.00
	Supplies / Gasoline					

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Jrnl	Check	Month	Invoice Description	Reference		
Description			Account	Proj	Amount	Encumbrance
Invoice Total-					393.86	
0116	20979	02	DPW Gas		34612556	
DPW Gas			E 20-10-20-15		182.79	0.00
			Supplies / Gasoline			
Invoice Total-					182.79	
Vendor Total-					956.65	
02671 JD's Drain Cleaning Inc.						
0116	20980	02	Plugged Line	4424		
Plugged Line			E 20-10-05-09		295.00	0.00
			Service Fees / Toilets			
Vendor Total-					295.00	
02836 Jeff Brubaker						
0116	20981	02	Reimburse Meeting Xpense	Climate Resil.		
Reimburse Meeting Xpense			E 01-05-50-45		292.66	0.00
			Town Comm. / Plan. Bd.			
Vendor Total-					292.66	
00000 Kristin McNulty						
0116	20982	02	Mileage for July 2022	July 2022		
Mileage for July 2022			E 01-01-03-06		156.75	0.00
			Employee Exp / Mileage			
Vendor Total-					156.75	
00343 L.W. MORGRIDGE & SON, INC.						
0116	20983	02	Pump Truck	150966		
Pump Truck			E 20-10-20-50		612.49	0.00
			Supplies / Building			
Vendor Total-					612.49	
00352 LAWSON PRODUCTS, INC.						
0116	20984	02	Drills & Hardware	9309638273		
Drills & Hardware			E 20-01-24-05		1,558.38	0.00
			Rep. & Maint / Sup. & Mat.			
Invoice Total-					1,558.38	
0116	20984	02	Bolts	9309656274		
Bolts			E 20-01-24-05		461.18	0.00
			Rep. & Maint / Sup. & Mat.			
Invoice Total-					461.18	
Vendor Total-					2,019.56	
00388 MainePERS						
0116	999999	02	July 2022 Maine PERS	July 2022		
Admin			E 01-01-03-40		2,426.46	0.00
			Employee Exp / MPERS			
Land Use			E 01-03-03-40		2,108.46	0.00
			Employee Exp / MPERS			
Police			E 10-05-03-40		7,623.52	0.00
			Employee Exp / MPERS			
DPW			E 20-01-03-40		5,214.71	0.00
			Employee Exp / MPERS			
CSD			E 30-01-03-40		1,295.69	0.00
			Employee Exp / MPERS			
Employee contr.			G 01-2215-00		12,721.54	0.00
			MSRS/Employe			
Vendor Total-					31,390.38	
02350 New England Kenworth						
0116	20985	02	Book	CP510572		

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Warrant 16

Jrnl	Check	Month	Invoice Description	Reference		
Description			Account	Proj	Amount	Encumbrance
Book			E 20-01-24-05		22.50	0.00
			Rep. & Maint / Sup. & Mat.			
			Vendor Total-		22.50	
00474 NORTHEAST HYDRAULICS, INC.						
0116	20986	02	Hyd. Fittings	80788		
Hyd. Fittings			E 20-01-24-05		21.51	0.00
			Rep. & Maint / Sup. & Mat.			
			Vendor Total-		21.51	
02918 Occupational Health Services of PRH, LLC						
0116	20987	02	Breath Alcohol Test DPW	77917		
Breath Alcohol Test DPW			E 20-01-03-05		35.00	0.00
			Employee Exp / Training			
			Vendor Total-		35.00	
02928 Online Mooring, LLC						
0116	20988	02	Online Fees	E24532		
Online Fees			E 10-15-20-40		12.00	0.00
			Supplies / Office			
			Vendor Total-		12.00	
02025 Organic Solutions, LLC						
0116	20989	02	Recycling	12753		
Recycling			E 20-25-06-55		216.00	0.00
			tation - P/W Service / Spec. Waste			
			Vendor Total-		216.00	
02464 Power Point						
0116	20990	02	Equip Maint. Contract	32982		
Equip Maint. Contract			E 10-01-11-17		550.00	0.00
			Contract FD / Generator			
			Vendor Total-		550.00	
02774 Quadient Finance USA, Inc						
0116	20991	02	Postage			
Postage			E 01-01-20-05		2,000.00	0.00
			Supplies / Postage			
			Vendor Total-		2,000.00	
00619 S.A.D. # 35						
0116	20992	02	August Assessment	August 2022		
August Assessment			E 62-01-99-30		888,370.91	0.00
			Misc. / MSAD #35			
			Vendor Total-		888,370.91	
00627 SEACOAST CHIEF FIRE OFFICERS ASSN.						
0116	20993	02	Dues	1269		
Dues			E 10-01-03-01		260.00	0.00
			Employee Exp / Dues			
			Vendor Total-		260.00	
00648 SOUTHERN MAINE PLANNING						
0116	20994	02	Stormwater	16175		
Stormwater			E 20-30-05-35		1,778.87	0.00
			Service Fees / Consulting			
			Vendor Total-		1,778.87	
00679 TEAMSTERS UNION LOCAL # 340						
0116	20995	02	DPW & T/S Union dues	July 2022		
DPW & T/S Union dues			E 20-01-03-01		444.00	0.00
			Employee Exp / Dues			

Warrant 16

Jrnl	Check	Month	Invoice Description	Reference		
Description			Account	Proj	Amount	Encumbrance
Vendor Total-					444.00	
00684 THERMO DYNAMICS, INC.						
0116	20996	02	A/C Repairs	22-731		
A/C Repairs			E 01-01-24-10		614.00	0.00
			Rep. & Maint / Equipment			
Vendor Total-					614.00	
01853 TOWN HALL STREAMS						
0116	20997	02	Monthly Video Streaming	14208		
Monthly Video Streaming			E 01-01-10-24		250.00	0.00
			Contract Svc / Video			
Vendor Total-					250.00	
01753 TOWN OF KITTELY						
0116	20998	02	Station Check	812022		
Station Check			E 70-05-25-10		385.00	0.00
			Rep/Maint / Equ/Rep/Main			
Station Check			E 70-10-25-10		385.00	0.00
			Rep/Maint / Equ/Rep/Main			
Station Check			E 70-15-25-10		385.00	0.00
			Rep/Maint / Equ/Rep/Main			
Invoice Total-					1,155.00	
0116	20998	02	Alarm Systems	832022		
Alarm Systems			E 70-05-25-10		1,089.93	0.00
			Rep/Maint / Equ/Rep/Main			
Alarm Systems			E 70-10-25-10		1,089.93	0.00
			Rep/Maint / Equ/Rep/Main			
Alarm Systems			E 70-15-25-10		1,089.94	0.00
			Rep/Maint / Equ/Rep/Main			
Invoice Total-					3,269.80	
Vendor Total-					4,424.80	
00725 TREASURER OF STATE						
0116	20999	02	BMV 7/28-8/4 2022	7/28-8/4 2022		
BMV 7/28-8/4 2022			G 01-2040-00		16,708.66	0.00
			G/L DMV Regs			
Vendor Total-					16,708.66	
00743 TREASURER OF YORK COUNTY						
0116	21000	02	County Tax Assessment	2100		
County Tax Assessment			E 65-01-99-15		500,414.99	0.00
			Misc. / County Tax			
Vendor Total-					500,414.99	
02963 TRP STORE						
0116	21001	02	Trim Door Opening	TP48360		
Trim Door Opening			E 20-01-24-15		205.65	0.00
			Rep. & Maint / Vehicle			
Invoice Total-					205.65	
0116	21001	02	Switch Turn	TP48275		
Switch Turn			E 20-01-24-15		66.83	0.00
			Rep. & Maint / Vehicle			
Invoice Total-					66.83	
0116	21001	02	Switch Turn	TP48319		
Switch Turn			E 20-01-24-15		274.22	0.00
			Rep. & Maint / Vehicle			
Invoice Total-					274.22	
0116	21001	02	Filter	TP48329		

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Jrnl	Check	Month	Invoice Description	Reference		
Description			Account	Proj	Amount	Encumbrance
Filter			E 20-01-24-15		114.89	0.00
		Rep. & Maint / Vehicle				
			Invoice Total-		114.89	
			Vendor Total-		661.59	
01267 VERIZON/WIRELESS						
0116	21002	02	Truck Phones 7/21-8/20	9911627492		
Truck Phones 7/21-8/20			E 10-01-15-03		68.56	0.00
		Utilities / Communicat.				
			Vendor Total-		68.56	
01368 VILLAGE MOTORS SERVICE CENTER						
0116	21003	02	PD Vehicle Repair	58010		
PD Vehicle Repair			E 10-05-24-15		148.31	0.00
		Rep. & Maint / Vehicle				
			Vendor Total-		148.31	
00906 W.B. MASON COMPANY, INC.						
0116	21004	02	Supplies/Town Report	229724283		
Supplies/Town Report			E 01-01-20-40		94.44	0.00
		Supplies / Office				
Supplies/Town Report			E 01-01-05-15		47.20	0.00
		Service Fees / Town Report				
			Invoice Total-		141.64	
0116	21004	02	Supplies/Water	231508261		
Supplies/Water			E 01-01-20-40		98.40	0.00
		Supplies / Office				
			Invoice Total-		98.40	
0116	21004	02	DPW Drinking Water	231340018		
PD Drinking Water			E 20-01-20-40		68.40	0.00
		Supplies / Office				
			Invoice Total-		68.40	
0116	21004	02	Paper	231382942		
Paper			E 20-01-20-40		66.99	0.00
		Supplies / Office				
			Invoice Total-		66.99	
0116	21004	02	Receipts	231413817		
Receipts			E 20-25-20-40		55.76	0.00
		tation - Supplies / Office				
			Invoice Total-		55.76	
0116	21004	02	Water	231525055		
Water			E 20-01-20-40		67.14	0.00
		Supplies / Office				
			Invoice Total-		67.14	
0116	21004	02	Water Jug Deposit	CM1085922		
Credit Memo			G 01-9999-00		-30.00	0.00
		Clearing A/C				
			Invoice Total-		-30.00	
			Vendor Total-		468.33	
02029 WEX Bank						
0116	21005	02	FD Fuel June & July 2022	82716263		
FD Fuel June & July 2022			E 10-01-20-15		935.84	0.00
		Supplies / Gasoline				
			Vendor Total-		935.84	
00570 York County Registry of Deeds						
0116	21006	02	Tax/Sewer Lien Discharges	FY21 Liens		

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Jrnl	Check	Month	Invoice Description	Reference	
Description	Account	Proj	Amount	Encumbrance	
Tax/Sewer Lien Discharges	E 01-02-05-20		228.00	0.00	
Service Fees / Tran/Liens					
Vendor Total-			228.00		
Prepaid Total-			31,390.38		
Current Total-			1,439,310.64		
EFT Total-			0.00		
Warrant Total-			1,470,701.02		

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
E2804B0B4D6048F...
ROBERT MCPHERSON

RICHARD DONHAUSER_____
Stanley Shapleigh_____
WILLIAM WIDI

Warrant 18

Jrnl	Check	Month	Invoice Description	Reference		
Description			Account	Proj	Amount	Encumbrance
00002 2WAY COMMUNICATIONS SERVICE, INC.						
0147	30001	08	PD July Service Fees	73493		
PD July Service Fees			E 10-05-10-14		603.02	0.00
			Contract Svc / Contra/Maint			
Vendor Total-					603.02	
02880 ad-cetera graphics						
0147	30002	08	Warning Cards	23020		
Warning Cards			E 10-05-20-40		179.00	0.00
			Supplies / Office			
Vendor Total-					179.00	
02162 Alex Rotsko						
0147	30003	08	Football Coach Stipend	Coach Stipend		
Football Coach Stipend			E 30-07-55-02		350.00	0.00
			Prog. Exp. / Contracted			
Vendor Total-					350.00	
02854 Amazon Capital Services						
0147	30004	08	Business Prime Membership	1VGX-JN73-YJQQ		
Business Prime Membership			E 01-01-05-75		179.00	0.00
			Service Fees / Service Fees			
Invoice Total-					179.00	
0147	30004	08	2way radios for flagging	1RPC-13HT-9WLL		
2way radios for flagging			E 20-01-24-10		129.98	0.00
			Rep. & Maint / Equipment			
Invoice Total-					129.98	
Vendor Total-					308.98	
00000 Bernie Marvin						
0147	30005	08	Football Coach Stipend	Coach Stipend		
Football Coach Stipend			E 30-07-55-02		300.00	0.00
			Prog. Exp. / Contracted			
Vendor Total-					300.00	
00109 CENTRAL MAINE POWER						
0147	30006	08	27 Dixon Rd 7/6-8/3	700000463842		
27 Dixon Rd 7/6-8/3			E 10-05-15-02		25.67	0.00
			Utilities / Electricity			
Invoice Total-					25.67	
0147	30006	08	468 HL Dow Hwy 7/6-8/2	700000463841		
468 HL Dow Hwy 7/6-8/2			E 20-25-15-02		25.73	0.00
			tation - Utilities / Electricity			
Invoice Total-					25.73	
0147	30006	08	Old Rd 7/6-8/2	700000463701		
Old Rd 7/6-8/2			E 20-10-15-02		20.21	0.00
			Utilities / Electricity			
Invoice Total-					20.21	
0147	30006	08	11 Dixon Rd 7/6-8/2	700000463700		
11 Dixon Rd 7/6-8/2			E 20-10-15-02		20.21	0.00
			Utilities / Electricity			
Invoice Total-					20.21	
0147	30006	08	River Rd 7/6-8/2	700000463697		
River Rd 7/6-8/2			E 20-10-15-02		20.21	0.00
			Utilities / Electricity			
Invoice Total-					20.21	
0147	30006	08	Greenacres Rd 7/6-8/2	700000463695		

Jrnl	Check	Month	Invoice Description	Reference
Description	Account	Proj	Amount	Encumbrance
Greenacres Rd 7/6-8/2	E 20-10-15-02		20.21	0.00
Utilities / Electricity				
		Invoice Total-	20.21	
		Vendor Total-	132.24	
00121 Cintas Corporation #758				
0147	30007	08	DPW Uniforms	4127548627
DPW Uniforms	E 20-01-03-15		259.91	0.00
Employee Exp / Uniforms				
		Invoice Total-	259.91	
0147	30007	08	DPW Uniforms	4128231204
DPW Uniforms	E 20-01-03-15		141.03	0.00
Employee Exp / Uniforms				
		Invoice Total-	141.03	
		Vendor Total-	400.94	
02893 Connor Caverly				
0147	30008	08	Football Coach Stipend	Coach Stipend
Football Coach Stipend	E 30-07-55-02		300.00	0.00
Prog. Exp. / Contracted				
		Vendor Total-	300.00	
00147 CUMMINS INC				
0147	30009	08	Planned Maint.	V6-73694
Planned Maint.	E 10-05-10-14		297.79	0.00
Contract Svc / Contra/Maint				
		Vendor Total-	297.79	
02852 D.J.'s Municipal Supply Inc.				
0147	30010	08	Safety Bolt & Nuts	296748
Safety Bolt & Nuts	E 20-01-24-56		613.03	0.00
Rep. & Maint / Signs				
		Vendor Total-	613.03	
00191 ELECTRIC LIGHT COMPANY, INC.				
0147	30011	08	Light Replacement	3976
Light Replacement	E 10-30-15-02		415.00	0.00
Utilities / Electricity				
		Vendor Total-	415.00	
02983 Force Science, Ltd				
0147	30012	08	Training Course PD	FSI-26866
Training Course PD	E 10-05-03-05		395.00	0.00
Employee Exp / Training				
		Vendor Total-	395.00	
02972 Gatehouse Media Massachusetts I, Inc.				
0147	30013	08	Public Hearing Notices	4705657
Select Board	E 01-01-05-01		182.11	0.00
Service Fees / Advertising				
Board of Appeals	E 05-05-50-05		175.85	0.00
Town Comm. / Bd. Appeal				
		Vendor Total-	357.96	
00265 HAYDEE'S PEST-FREE MANAGEMENT, INC.				
0147	30014	08	Pet Control	164913
Pet Control	E 20-25-24-20		60.00	0.00
tation - Rep. & Maint / Building				
		Vendor Total-	60.00	
00830 HYGRADE BUSINESS GROUP, INC.				

Warrant 18

Jrnl	Check	Month	Invoice Description	Reference	Amount	Encumbrance
Description	Account	Proj				
0147	30015	08	Checks for New Account	762228		
Checks for New Account	E 01-01-20-40				606.41	0.00
Supplies / Office						
Vendor Total-					606.41	
00816 IRVING OIL MARKETING, INC.						
0147	30016	08	PD Gas	34612552		
PD Gas	E 10-05-20-15				153.15	0.00
Supplies / Gasoline						
Vendor Total-					153.15	
02671 JD's Drain Cleaning Inc.						
0147	30017	08	Septic Repairs	4479		
Septic Repairs	E 20-10-05-09				120.00	0.00
Service Fees / Toilets						
Vendor Total-					120.00	
02155 John Caverly						
0147	30018	08	Football Coach Stipend	Coach Stipend		
Football Coach Stipend	E 30-07-55-02				300.00	0.00
Prog. Exp. / Contracted						
Vendor Total-					300.00	
02982 Kittery Ace Hardware						
0147	30019	08	Evidence Items	790/1		
Evidence Items	E 10-05-24-20				126.58	0.00
Rep. & Maint / Building						
Invoice Total-					126.58	
0147	30019	08	Paint	521/1		
Paint	E 20-10-20-50				66.43	0.00
Supplies / Building						
Invoice Total-					66.43	
0147	30019	08	Pipe Fittings	594/1		
Pipe Fittings	E 20-10-24-05				40.39	0.00
Rep. & Maint / Sup. & Mat.						
Invoice Total-					40.39	
0147	30019	08	Hose	625/1		
Hose	E 20-10-24-05				3.99	0.00
Rep. & Maint / Sup. & Mat.						
Invoice Total-					3.99	
0147	30019	08	Misc. bolts/screws	740/1		
Misc. bolts/screws	E 20-01-24-05				29.90	0.00
Rep. & Maint / Sup. & Mat.						
Invoice Total-					29.90	
0147	30019	08	Adapter Trap - Returned	601/1		
Credit Memo	G 01-9999-00				-5.93	0.00
Clearing A/C						
Invoice Total-					-5.93	
0147	30019	08	Supplies - Returned	600/1		
Credit Memo	G 01-9999-00				-37.69	0.00
Clearing A/C						
Invoice Total-					-37.69	
Vendor Total-					223.67	
00352 LAWSON PRODUCTS, INC.						
0147	30020	08	Wire Connectors	9309818966		
Wire Connectors	E 20-01-24-05				178.29	0.00
Rep. & Maint / Sup. & Mat.						

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Jrnl	Check	Month	Invoice Description	Reference		
Description			Account	Proj	Amount	Encumbrance
Vendor Total-					178.29	
02475 Leaf						
0147	30021	08	Town Hall Copier Lease	13564835		
Town Hall Copier Lease			E 01-01-10-30		754.66	0.00
			Contract Svc / Equip Lease			
Vendor Total-					754.66	
02472 Lou Orlando						
0147	30022	08	Football Coach Stipend	Coach Stipend		
Football Coach Stipend			E 30-07-55-02		300.00	0.00
			Prog. Exp. / Contracted			
Vendor Total-					300.00	
00000 Michael T. Barden						
0147	30023	08	Summer Concerts	8/16/2022		
Summer Concerts			E 30-20-10-14		300.00	0.00
			Contract Svc / Contra/Maint			
Vendor Total-					300.00	
02350 New England Kenworth						
0147	30024	08	Filters	CP511149		
Filters			E 20-01-24-15		157.96	0.00
			Rep. & Maint / Vehicle			
Vendor Total-					157.96	
00474 NORTHEAST HYDRAULICS, INC.						
0147	30025	08	Power Unit	80913		
Power Unit			E 20-01-24-15		534.33	0.00
			Rep. & Maint / Vehicle			
Vendor Total-					534.33	
02025 Organic Solutions, LLC						
0147	30026	08	Recycling	12386		
Recycling			E 20-25-06-55		274.05	0.00
			tation - P/W Service / Spec. Waste			
Vendor Total-					274.05	
01244 P. GAGNON & SON, INC.						
0147	30027	08	LP Gas	45123		
LP Gas			E 10-05-15-01		267.48	0.00
			Utilities / Heating			
Vendor Total-					267.48	
00596 ROCHE LOCKSMITH SERVICE, INC.						
0147	30028	08	Door Repair	151143		
Door Repair			E 10-05-24-20		86.70	0.00
			Rep. & Maint / Building			
Vendor Total-					86.70	
00617 SANEL NAPA						
0147	30029	08	Cleaning Products	356089		
Cleaning Products			E 10-05-24-15		53.71	0.00
			Rep. & Maint / Vehicle			
Vendor Total-					53.71	
02563 Stan Pavuk						
0147	30030	08	Football Coach Stipend	Coach Stipend		
Football Coach Stipend			E 30-07-55-02		150.00	0.00
			Prog. Exp. / Contracted			
Vendor Total-					150.00	

Warrant 18

Jrnl	Check	Month	Invoice Description	Reference		
Description			Account	Proj	Amount	Encumbrance
00717 TOWN OF KITTELY						
0147	30031	08	Fuel Invoice	July 2022		
Fuel Invoice			E 10-05-20-15		2,108.26	0.00
			Supplies / Gasoline			
Vendor Total-					2,108.26	
00725 TREASURER OF STATE						
0147	30032	08	BMV 8/4-8/11 2022	8/4-8/11 2022		
BMV 8/4-8/11 2022			G 01-2040-00		22,787.53	0.00
			G/L DMV Regs			
Vendor Total-					22,787.53	
01809 TY-MARK HEATING & COOLING, LLC						
0147	30033	08	A/C Water Leak Repair	21725		
A/C Water Leak Repair			E 10-05-24-20		210.00	0.00
			Rep. & Maint / Building			
Vendor Total-					210.00	
00906 W.B. MASON COMPANY, INC.						
0147	30034	08	PD Office Supplies	231700629		
PD Office Supplies			E 10-05-20-40		32.54	0.00
			Supplies / Office			
Vendor Total-					32.54	
Prepaid Total-					0.00	
Current Total-					34,311.70	
EFT Total-					0.00	
Warrant Total-					34,311.70	

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