

**Eliot Select Board Agenda**  
**Thursday August 11, 2022 5:30PM Town Hall**  
**Amended 8/9/2022**  
**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:** May 12, 2022, May 26, 2022
- E. Department Head/Committee Report**
  - 1. Town Manager's Report
- F. Board and Committee Interviews/Resignation**
  - 1. Resignation from Eliot Board of Appeals Associate Member Jay Meyer
  - 2. Interview; Eliot Board of Appeals Full Member Jay Meyer
  - 3. Interview; Eliot Board of Appeals Full Member Donna Knox
- G. New Business;**
  - 1. Sewer Expansion Phase #1 Advisory
  - 2. Regional Hazard Mitigation
  - 3. Fiscal Year 2023 Certification of Budget
  - 4. Authorize Public Works Purchase of Transfer Station Equipment
- 2. Old Business**
  - 1. Comcast Agreement
  - 2. Shipyard Brew Pub/Regatta Room Liquor License Renewal
  - 3. Administrative Authority Annual for FY 2023
- H. Approval of Warrants:**
  - 1. A/P Warrant #5 \$965,541.69
  - 2. A/P Warrant #6 \$117,988.91
  - 3. A/P Warrant #9 \$40,129.44
  - 4. A/P Warrant #10 \$126,577.19
- I. Selectmen's Report:** Seeking Committee Members Listing
- J. Executive Session;** Discussion related to personnel and collective bargaining
- K. Adjournment**

Join Zoom Meeting

<https://us06web.zoom.us/j/81660696809?pwd=TDRBU3NCaGtJTGlocDI1cmpQeGE5UT09>

Meeting ID: 816 6069 6809

Passcode: 082489

One tap mobile

+16469313860,,81660696809#,,,,\*082489# US

+13017158592,,81660696809#,,,,\*082489# US (Washington DC)

Dial by your location

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Meeting ID: 816 6069 6809

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Find your local number: <https://us06web.zoom.us/j/keFMMkoaWt>

**Draft SELECT BOARD MEETING  
May 12, 2022 5:30PM  
Town Hall/Hybrid**

**1 Quorum noted**

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

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

**7 Absent:** Mr. McPherson (excused).

**9 B. Pledge of Allegiance recited**

**11 C. Public Comment:**

**13 5:34 PM** Mr. (Gene) Wypyski, Creek Crossing, said that I got 'this' in the mail today and I  
just wanted to say thank you. It was a very good read, at least the first page and  
last. I'm not sure about the middle. I wanted to draw your attention to page 11, the  
comments from the Town Manager. I thought the comments were an excellent  
summary of the issues facing the voters in June. If nobody has time to read all 12  
pages, please read page 11 because I think it sets the issues out very concisely and  
accurately. What personally makes me feel best about this letter is that it's  
aspirational because it embraces things we think are precious in this Town. So, a  
good job.

**23 D. Approval of Minutes of Previous Meeting(s)**

There were no minutes approved.

**27 E. Public Hearing:**

**1. Annual Town Meeting Warrant Public Hearing**

**31 5:32 PM Public Hearing opened**

Mr. Donhauser invited public comment on the Annual Town Warrant at this time.

There was no comment.

**37 5:33 PM Public Hearing closed.**

**Mr. Donhauser moved, second by Ms. Dow, that the Eliot Select Board  
accept the June 14, 2022 "Annual Town Meeting Election/Referendum  
Warrant".**

**Roll Call Vote:**

**Draft SELECT BOARD MEETING  
May 12, 2022 5:30PM (continued)**

**Mr. Donhauser – Yes**

**Mr. Widi – Yes**

**Ms. Dow - Yes**

**Unanimous vote to approve motion.**

**2. Arcanna Retail, LLC dba/East Coast Cannabis (290 Harold L. Dow Highway) Renewal**

**5:34 PM      Public Hearing opened.**

Mr. Donhauser invited comments on this renewal.

Mr. Widi said that I have heard that they are sometimes so busy on a Saturday that they were backing up into Route 236. Has that been addressed.

Mr. Sullivan said that I think it has been addressed. Mr. Brubaker and I discussed it today and they did have a period of time in the winter. There were snow banks there, and other things, but they have that under control.

Mr. Brubaker said that we did express our concern about that during that winter period when we started to see spill-over onto Route 236. They did send an email saying that they would address it and monitor the parking to make sure that nobody was parking there. I, for one, have not seen the problem continue and I don't think I've received any more reports about that problem. So, it does seem to have been addressed to some degree.

Mr. Donhauser said that I believe the license application is complete.

Mr. Sullivan said that it is.

Mr. (James) Folan, East Coast Cannabis co-owner, said that we worked with the construction crew to move back the fences from where they had secluded off the area. That project is taking a lot longer than we had anticipated. A lot of the issues have been due to COVID, materials, contractors on-site, so we're doing everything as quickly as we can. We put down temporary pavement to help alleviate any further issues. And, indeed, we can always appoint people to take care of the traffic issues that are going on there. We don't foresee that continuing to be an issue because, as you said, the snow banks and other things were getting in the way. Please let us know if any issues do come up.

Ms. Dow said that you are building behind your current building.

**Draft SELECT BOARD MEETING  
May 12, 2022 5:30PM (continued)**

Mr. Folan said yes. The current structure is a temporary retail structure that we want to get out of there as soon as we can. Our initial proposed date for having this finished was March of this year. We're excited to have that finished and we really look forward to have our new retail spot open, with the 90+ parking spaces that are on the site plan. This number of parking spaces is much more than we currently have.

**5:37 PM      Public Hearing closed.**

**Mr. Donhauser moved, second by Ms. Dow, that the Eliot Select Board approve the Arcanna Retail renewal application as presented.**

**Roll Call Vote:**

**Mr. Donhauser – Yes**

**Mr. Widi – Yes**

**Ms. Dow - Yes**

**Unanimous vote to approve motion.**

**3. Sweet Dirt (505 Harold L. Dow Highway) Tier IV Manufacturing License Renewal**

**5:38 PM      Public Hearing opened.**

Mr. Donhauser invited comments on this renewal.

Mr. Sullivan said that you can see that the motion is a little bit different. This is a new facility. It has not received an occupancy permit, yet. Normally, we would like to wait until we have that occupancy permit but they have been held up by the power provider, CMP. They've been diligent trying to get the occupancy permit. So, you have a motion tonight, if you so choose, that will allow us to move forward, with your approval, once they submit all those necessary documents. Normally, we don't like to bring it in until we have a complete package but this was a special case.

**5:39 PM      Public Hearing closed.**

**Mr. Donhauser moved, second by Ms. Dow, that the Eliot Select Board give conditional approval to the Sweet Dirt LLC Tier IV Manufacturing License application, as presented, pending issuance of an Occupancy Permit and compliance with any and all other requirements. Furthermore, this license will not be issued in final form until compliance is documented by the Town Manager.**

**Draft SELECT BOARD MEETING  
May 12, 2022 5:30PM (continued)**

**Roll Call Vote:**

**Mr. Donhauser – Yes**

**Mr. Widi – Yes**

**Ms. Dow - Yes**

**Unanimous vote to approve motion.**

**F. Department Head/Committee Reports**

**5:40 PM 1. Town Manager's Report**

Mr. Sullivan said, again, I encourage citizens to go to the website and read it in its entirety. I was happy we got the sign up and thank-you for your approval at last meeting to declare May as Older Americans Month. Members of the Aging-in-Place group have been in and appreciate it, as well. As you can see in my report, we are making progress on our property task force. We've had some very interesting interactions with larger groups in Maine and actually had a senior group come in and pay the cost of addressing one of the properties that was most in distress. We're hoping to apply that to another property in another couple of weeks. All we had to supply were the roll-off containers from the DPW. They supplied the manpower, paid the manpower, and removed three roll-offs of debris. This past weekend, there was a clean-up that the Chair was up and he picked up along Route 236. This was coordinated by the Conservation Commission Chair, Kari Moore, and we thank her for that. It is going along very well.

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

**Roll Call Vote:**

**Mr. Donhauser – Yes**

**Mr. Widi – Yes**

**Ms. Dow - Yes**

**Unanimous vote to approve motion.**

**G. New Business:**

**5:40 PM 1. Mobile Screening Bid Three Bid Rule Waiver (Public Works)**

Mr. Sullivan said that, as we do road work, some of the pavement is reclaimed, ground done, and used again. They need to screen that product and, so, the low

**Draft SELECT BOARD MEETING  
May 12, 2022 5:30PM (continued)**

bidder was Snooks Mobile Screening, LLC from Exeter, NH. The DPW Director, Mr. Robinson, is encouraging us to approve that this evening. There was one other bid that didn't fully qualify because they didn't give us all the information. We tried to solicit other bids and there was no interest. I think representatives from Underwood Engineering will tell you right now that getting anyone to do this type of work is at a premium because they have so much work right now.

**5:42 PM** Ms. Dow asked if we had a pile of this.

Mr. Sullivan said that we do have a pile but we're going to add to it. There are a couple projects coming up that were funded last year and, hopefully, if the budget is approved, we'll be able to fund more of these projects. We'll use that reclaimed product for not only roads but where we can grab some building of parking lots and parks; that we're looking at Murray Rowe as a place where we might be able to use some of that reclaimed material to cut down on costs of what we're trying to do there.

**Mr. Donhauser moved, second by Ms. Dow, that the Eliot Select Board waive the three-bid rule.**

**Roll Call Vote:**

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

**Unanimous vote to approve motion.**

**Mr. Donhauser moved, second by Ms. Dow, that the Eliot Select Board accept the bid submitted by Snooks Mobile Screening, LLC of Exeter, NH for \$30,750 for the production of reclaimed gravel consistent with State of Maine Statutes and regulations regarding procurement, including suspension of the "three-bid" requirement, and authorize the Town Manager to execute an agreement with the contractor.**

**Roll Call Vote:**

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

**Unanimous vote to approve motion.**

**Draft SELECT BOARD MEETING  
May 12, 2022 5:30PM (continued)**

**5:45 PM**

**2. Maine DOT 29-A M.R.S.A. §2382 Road repair request**

Mr. Sullivan said that this is a standard practice. I am made to understand that once the State of Maine is doing projects in your town, they ask to be granted any permits that might have to occur because they are going to be putting equipment that's heavier than the load allows on certain roads and streets. There is language that protects us in State agreements, if there is significant damage, for us to recover those local road damages. Listing the three projects, Mr. Sullivan said that the State feels that this might cause some traffic on local Eliot roads.

**Mr. Donhauser moved, second by Ms. Dow, that the Eliot Select Board allow all necessary permits to be issued to allow equipment related to state road projects to exceed local road weight limits in the established "Construction Area(s)" related to Project Numbers 2412100, 2511900, and 2552700.**

**Roll Call Vote:**

**Mr. Donhauser – Yes**

**Mr. Widi – Yes**

**Ms. Dow - Yes**

**Unanimous vote to approve motion.**

**5:48 PM**

**3. MSAD #35 Budget Validation Warrant**

Mr. Sullivan thanked Ms. Rawski, Town Clerk, for her work on this. This is an annual request and simply means that you're allowing the school district's warrant to appear on the ballot.

**Mr. Donhauser moved, second by Ms. Dow, that the Eliot Select Board accept and place the MSAD #35 District Budget Referendum Warrant and Notice of Election on the June 14, 2022 Town Meeting Ballot.**

**Roll Call Vote:**

**Mr. Donhauser – Yes**

**Mr. Widi – Yes**

**Ms. Dow - Yes**

**Unanimous vote to approve motion.**

**Draft SELECT BOARD MEETING**  
**May 12, 2022 5:30PM (continued)**

**H. Old Business:**

**5:49 PM 1. Sanitary Sewer Expansion Project Update (Underwood Engineering)**

Mr. Sullivan said that Cole Melendy and Jeff Clifton are here from Underwood Engineering. Also here is Mr. Brubaker, who is very learned in this project, and I can't tell you how much I appreciate all three of these gentlemen's input on this. It has been a pleasure working with all of them.

Mr. Melendy said that the purpose of this update is to authorize Project #1 to start digging in the ground, to start implementing this project that's been over a decade in the making. You may be aware of this, the TIF was in 2009, established the sewer routing in 2012. We issued, in August 2020, the 70% design to pin down your alignments. In November 202 there was a Town Meeting authorization of \$22.6 million and, in March, we opened up Contract #1 to start the construction of the project. There have been some challenges but we are generally on track and on schedule. Referring to the powerpoint on the screen (overview diagram of project), Route 236 is at the top. There is a pumping station at the pink dot right in the middle that will then convey wastewater down Beech Road, across State Road, and ties into the white/green sewers at the lower right-hand corner then ties into your existing system and flows ultimately to Kittery. Water overview – there is about 5,000 feet of water in this section from the west side from where it ends at Passamaquoddy Lane to the end of the TIF District by Arc Road. The sewer extends along Route 236 to service the TIF parcels that then conveys the sewer from collectors on Route 236 to the pumping station (pink dot) and conveys it down that pink dash line down Beech Road and State Road. Regarding the warrant article, we had \$16.5 million in the overall budget, high level budget for infrastructure improvements. Kittery downstream improvements, including the IMA, at \$1.9 million. Eliot downstream improvements at \$3.5 million equaling \$21.9 million, and we had equated that at the time at \$22.6 million. Since we were in last, we did final design bid for Contract #1. The Town 0065 executed the IMA Agreement with Kittery so that you have a place for the wastewater to go. What is pending is authorization of Contract #1 to start digging in the ground. Regarding project sequencing diagram, the yellow shows the proposed Contract #1. It's the work on Route 236, basically from Julie Lane – east, plus the force main on Beech Road and State Road. We became aware that Maine DOT changed their sequencing and will be paving Beech and State so, it became more important to sequence that work in advance of the paving they are planning to do there. They are also replacing the culvert on Beech as there has been some collapse there. This summer they will be going out there and will put in a couple sleeves in for us so we can slide a possible future pipe for service on Beech Road. If it happens in the future, we will be prepared for that. Plus, a sleeve for a force main associated with the pumping station.



**Draft SELECT BOARD MEETING**  
**May 12, 2022 5:30PM (continued)**

**5:53 PM**

Ms. Dow asked if the pumping station is going right where that culvert was or in that area.

Mr. Melendy said yes. It's kind of on the corner of the lot; that there is an easement where there is a little red house there right next to the brook. Right now, the approved project budget is \$22.6 million and we've expended about \$1.2 million between the Kittery IMA and design costs. The pending authorization is approximately \$7.7 million and that includes \$6.9 for the DeFelice Contract #1 bid. We also have a construction administration cost, which is having a full-time person out there observing the work. Then the remaining work is \$13.7 million. Tonight's actions – authorization of Maine DOT permits on State Road and Beech Road because they are Maine DOT roads so the need to authorize Mr. Sullivan to authorize those permits. Authorization of DeFelice Construction Contract #1, our engineering contract and then we have a few permitting items. We have the trunk lines on Route 236 and the collectors, with some of them going cross-country. There is a minimal wetland impact. Regarding schedule – we are looking to begin construction in early summer 2022. We've been talking with the contractor to determine pipe availability. I think with your paving reclamation, the material availability is challenging, but the pipe we're planning to use on Beech Road and State Road appears to be the most readily available pipe. In early summer 2022, authorize them to start ordering the materials. Summer/Fall 2022 will be the next phase to include a future pumping station and some of that. We're still on track for the summer of 2024 collector sewers work will progress to have the project complete and start hooking people up.

**5:56 PM**

Ms. Dow asked what the collectors were for.

Mr. Melendy said that there are two types of sewers. There are gravity collectors that collect sewage from people's homes, businesses for each individual building. The, the force mains go to a pumping station; so, all those collectors collect the wastewater and goes to a single spot that has big pumps in there that then pump it down Beech Road and State Road to get to your existing system, which then flows by gravity along Bolt Hill Road and then along Main Street.

Mr. Donhauser asked if collectors were always gravity.

Mr. Melendy said no. Part of this on Route 236 are low-pressure sewers; so those are individual pumps. We have some ground where you can't get the gravity to flow without doing very deep cuts and, in that case, we use low pressure sewers. That is a small diameter force main that are little grinder pumps that the individual homes or businesses would have that pump into it and they kind of all work together to get it to the gravity then flowing by gravity to the pumping station.

**Draft SELECT BOARD MEETING  
May 12, 2022 5:30PM (continued)**

352 Ms. Dow said that there would be a few of those along Route 236 and some on  
353 Beech Road.

354  
355 **5:57 PM**

356 Mr. Melendy said no; that Beech Road is just a force main and that's just a pipe  
357 that's taking it from Point A to Point B. There is a section along the East side of  
358 Route 236 towards Kittery that has some low-pressure sewer.

359 Mr. Donhauser said that the existing sewer on that section is going to remain  
360 that's owned by Eliot Commons.

361  
362 Mr. Melendy said that we are designing provisions so that that could be...we've  
363 designed the sewer such that that pumping station could flow by gravity. But it's  
364 going to remain in service and that would be one of the connections, perhaps,  
365 after the project is done that could be made.

366  
367 Mr. Donhauser said, correct me if I'm wrong, that that sewer that's privately  
368 owned by Fred Forsley goes down Route 236 toward Bolt Hill Road and that's a  
369 small force main.

370  
371 Mr. Melendy said yes; that it's a couple of different sizes.

372  
373 Mr. Donhauser said that it then heads up Bolt Hill Road by pump and connects up  
374 on State Road.

375  
376 Mr. Melendy said yes. It dumps into yours just at the top of Bolt Hill Road. That's  
377 where it enters and there are some connections. I think he's made some  
378 arrangements where people are connected to that force main. With one of the  
379 items in the contract, we don't want the contractor to hit it because they are going  
380 to be crossing it with the services that we're installing as part of the work on  
381 Route 236. So, we have an allowance item for the contractor to hire a locating  
382 company to locate that force main so that we make sure it remains in service.

383  
384 **5:59 PM**

385 Mr. Donhauser said that the reason I ask is that I want the public to understand  
386 that we're not taking that sewer over. That is not part of this TIF project. So,  
387 we're going to jump off the diving board and make a start.

388 Mr. Brubaker said that I have a procedural question. Should we also include a  
389 waiver of the three-bid rule when we vote on this.

390  
391 After a brief discussion, the SB agreed that motion should be made.

392  
393 **Mr. Donhauser moved, second by Ms. Dow, that the Select Board waive the**  
394 **three-bid rule with respect to this issue.**  
395

**Draft SELECT BOARD MEETING  
May 12, 2022 5:30PM (continued)**

**DISCUSSION**

Mr. Sullivan said that Mr. Brubaker might clarify that we did circulate this widely and there was only one contractor that put in a bid.

Mr. Brubaker said that we had a fully public bidding process, bid opening, a pre-bid meeting and, as Mr. Sullivan said, we only got one bid.

**DISCUSSION ENDED**

**Roll Call Vote:**

**Mr. Donhauser – Yes**

**Mr. Widi – Yes**

**Ms. Dow – Yes**

**Unanimous vote to approve motion.**

**6:01 PM**

**Mr. Donhauser moved, second by Ms. Dow, that the Eliot Select Board accept the proposed scope of the contract for Phase I of the Sewer and Water System Expansion project and authorize the Town Manager to endorse agreements, contracts, and permit applications for Phase I within the parameters and guidelines, including the \$7.7 million project cost presented, and within any and all laws or regulations governing this project. The final agreement should be reviewed by Town Counsel, within the parameters discussed this evening and within SRF requirements.**

**Roll Call Vote:**

**Mr. Donhauser – Yes**

**Mr. Widi – Yes**

**Ms. Dow – Yes**

**Unanimous vote to approve motion.**

**6:02PM**

**2. Voter's Joint Pamphlet**

Mr. Sullivan said that I just wanted to make it clear that the pamphlet you annually send out for information for the voters is starting to land today in homes in Eliot. Obviously, we encourage everyone to get out and vote. This pamphlet should help you understand the process and the positions better. I just wanted to note that there was no edits or changes to the Budget Committee's submittal. After discussion with the Chair, we decided we were going to leave that out. I do think it's clear that the SB have the power and the duty to do edits on occasion

**Draft SELECT BOARD MEETING  
May 12, 2022 5:30PM (continued)**

but, in this case, the Chair and I decided we wouldn't go forward with that. There were no changes made.

Mr. Donhauser said that I received it and read it today. I would encourage anybody who has a question about it, especially the SB or Town Manager budget, I'd be more than happy to speak with them by telephone or email.

Mr. Sullivan said that there is more detailed information on the website.

**6:04 PM**

Mr. Widi said I received it today and I like the way the pamphlet came out. The whole hullabaloo of the Budget Committee not liking the way...it was presented practically, fairly, and their concerns were without merit.

Mr. Donhauser said that I had one question. The Budget Committee was talking about the library and their recommendation was last year's budget.

Mr. Sullivan said that that is correct.

Mr. Donhauser added that as soon as they recommended it, they said not to vote on the recommendation but vote on 'none of the above'. So, 'none of the above' is last year's budget. It appears to me that, if you vote for 'none of the above' and vote for last year's budget they are actually getting 'two bites out of the apple'. The other thing that was curious, giving a mathematical example, was, if there are 299 people who vote and 50 people vote for the SB budget, 49 vote for the Budget Committee budget, and 49 vote for 'none of the above'. The Budget Committee (49) and 'none of the above' (49) are the same number but the budget would pass because of the SB's budget (50). So, it's not logical to me. It's sort of like they are recommending one thing then saying not to take this recommendation, move on to this other 'none of the above', which is quite confusing to me. And it's got to be confusing to the voters, because I don't think the voters understand, in general, that if you vote for 'none of the above', then we look back to the prior year's budget. What is confusing to me is that the numbers are the same - the number they recommended and 'none of the above' are the same. I'd also like to publicly state that I wrote a memorandum to the Budget Committee Chair and, in that letter, I said that 'none of the above' would appear on the warrant and that was wrong. It does appear and I stand corrected on that.

**6:08 PM**

**3. Fire Department Command Vehicle Bid Approval**

Mr. Sullivan said that we had spoken about this several times before. It is included in our lease with All American. So, what we are doing tonight is hopefully just approving the bid, Again, you should suspend the three-bid rule. I should have had that one there. Then, if you could allow us to move forward with

**Draft SELECT BOARD MEETING  
May 12, 2022 5:30PM (continued)**

the command vehicle. I don't know if the Chief wants to make any remarks about it. It won't be ready for six months, or so.

**6:09 PM**

Chief Muzeroll agreed it would take several months and said that we are under the constraints of the manufacturing world. Something as simple as a safety item may be held up in China, or somewhere, that precludes or prevents the timely completion of the vehicle. We have some time constraints and, basically, the earlier we get on the list for manufacturing, the earlier we stand the chance of receiving the product at the end. The more vehicles they see in this type of spec basically is a police package. They just push production because they want to get into regular consumer production at that point. Hopefully, we can get it a little bit sooner than that. This was put out to several people and put out to the GM New England rep, as well as other reps, to push it to their dealers and this is the only bid we got back. O'Connor Motors has a pretty good history throughout the State for products for emergency services.

**6:10 PM**

**Mr. Donhauser moved, second by Ms. Dow, that the Select Board waive the three-bid rule, with respect to the O'Connor bid.**

**Roll Call Vote:**

**Mr. Donhauser – Yes**

**Mr. Widi – Yes**

**Ms. Dow - Yes**

**Unanimous vote to approve motion.**

**Mr. Donhauser moved, second by Ms. Dow, that the Eliot Select Board accept the bid from O'Connor Motors for Fire Command Vehicle Special Service Vehicle in accordance with the request for proposal, submitted April 26, 2022, by O'Connor Motors for \$50,497 and authorize the Town Manager to execute agreements necessary to add this vehicle to the All-American Lease agreement previously approved by the Select Board.**

**Roll Call Vote:**

**Mr. Donhauser – Yes**

**Mr. Widi – Yes**

**Ms. Dow - Yes**

**Unanimous vote to approve motion.**

**6:11 PM**

Mr. Donhauser asked for a **Pease update** regarding the proposed air cargo warehouse project. Have we done anything, as a Town about that. Have we signed a letter.

**Draft SELECT BOARD MEETING  
May 12, 2022 5:30PM (continued)**

Mr. Sullivan said that we were actually the first town to send a letter. The SB voted on it and we sent a letter to Pease Development; that other communities actually copied our letter. In February, I believe, you were out in front of it. It has taken on a life of its own since and a number of other communities have signed on. We are now part of a coalition with Newington and Rye in New Hampshire and I think Berwick and Eliot here. We're actively trying to seek other communities to join. There is a link that gives you regular updates. I will get that out and, if the SB thinks it's appropriate, I can certainly ask to have it put on our website, as well, so people can get information. It's called the Center for Responsible Development.

Mr. Widi said that we waived the three-bid rule three times tonight. I just wanted to publicly say because I know you will probably get some emails from unhappy people, that this is an extraordinary time. In my business, even buying Christmas lights, I couldn't get three bids. I couldn't even get a response from two different people. Those are Christmas lights that are sold all over the country, not to mention fire vehicles or pipelines or construction work. So, when those complaints do come in, please direct them to [inaudible].

Mr. Sullivan said that I'll be coming in, probably at the next meeting, because we put out the bids for the repairs at the **Police Station** and we've gotten **one bid** back. The bid was \$40,000 over what we had budgeted for. I have some ideas that I will try and clean up and explain at the next meeting. Those are the repairs to the roof. There's some rot on one of the porch pillars. There is another area that the siding has been damaged. There is so much work out there and people are not getting bids. So, we'll keep on trying and, hopefully, I'll come with a strategy at the next meeting. But, to your point, you just can't get people to bid on things.

**I. Approval of Warrant(s):**

**6:13 PM Mr. Donhauser moved, second by Ms. Dow, that the Select Board approve A/P Warrant #98 in the amount of \$117,094.89, dated April 28, 2022; A/P Warrant #100 in the amount of \$112,204.62, dated May 4, 2022.**

**Roll Call Vote:**

**Mr. Donhauser – Yes**

**Mr. Widi – Yes**

**Ms. Dow - Yes**

**Unanimous vote to approve motion.**

**Draft SELECT BOARD MEETING  
May 12, 2022 5:30PM (continued)**

**J. Selectmen's Report: Seeking Committee Members List**

**6:15 PM** Ms. Dow said that May 21<sup>st</sup> we're going to try to have a 'Get Out the Vote Day' from 9 AM to 12 PM at Hammond Park. There will also be the Eliot Garden Club Plant Sale. We're hoping to have people who may have questions about the upcoming vote come by. We'll have a cornhole game and we'll have the ability to take voter registration cards home and register to vote on their own; that we'll be there to help those who need it. So, please come join us.

**K. Adjourn**

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

**Roll Call Vote:**

**Mr. Donhauser – Yes**

**Mr. Widi – Yes**

**Ms. Dow - Yes**

**Unanimous vote to approve motion.**

The meeting adjourned at 6:17 PM.

**Respectfully submitted,**

**Ellen Lemire, Recording Secretary**

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**Mr. Robert McPherson, Secretary**

**Date approved:**

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**Draft SELECT BOARD MEETING**

**May 26, 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.

NOTE: At this time, the agenda was taken out of order to take up the Spirit of America Award under New Business.

**5:31 PM G1. Spirit of America**

Mr. Donhauser invited Ms. (Ellen) Ceppetelli to come forward.

Mr. Donhauser said that you have been awarded the 2021 Spirit of America Award and this is recognition of you and the job you've done for Eliot (framed award certificate given). Flowers were also given from the Town Manager.

Ms. Ceppetelli said thank you. I'm absolutely delighted. I want to recognize my committee members because of being recognized for what has happened in the past five years. The SB started this and every time, when we've had an election with new people, you've supported us and I appreciate that. So, I want to thank you, Mr. Sullivan, for your work and Ms. Albert, who you gave to us as a staff person, who has helped us be successful. Thank you so much.

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

**5:33 PM Motion by Mr. Donhauser, second by Ms. Dow, to approve the minutes of February 10, 2022, as written.**

**Roll Call Vote:**

**Mr. Donhauser – Yes**

**Mr. McPherson - Yes**

**Mr. Widi – Yes**

**Ms. Dow - Yes**

**Unanimous vote to approve motion.**



**Draft SELECT BOARD MEETING  
May 26, 2022 5:30PM (continued)  
Town Hall/ Hybrid**

**Motion by Mr. Donhauser, second by Mr. Widi, to approve the minutes of February 24, 2022, as written.**

**Roll Call Vote:**

**Mr. Donhauser – Yes**

**Mr. McPherson - Yes**

**Mr. Widi – Yes**

**Ms. Dow – Abstained (not present for this meeting)**

**Unanimous vote to approve motion.**

**Motion by Mr. Donhauser, second by Ms. Dow, to approve the minutes of March 10, 2022, as written.**

**Roll Call Vote:**

**Mr. Donhauser – Yes**

**Mr. McPherson - Yes**

**Mr. Widi – Yes**

**Ms. Dow - Yes**

**Unanimous vote to approve motion.**

**Motion by Mr. Donhauser, second by Mr. McPherson, to approve the minutes of March 24, 2022, as written.**

**Roll Call Vote:**

**Mr. Donhauser – Yes**

**Mr. McPherson - Yes**

**Mr. Widi – Yes**

**Ms. Dow - Yes**

**Unanimous vote to approve motion.**

**E. Public Hearing:**

**1. CATLAB LLC: 19 Levesque Drive, Testing Cannabis Facility**

**5:35 PM Public Hearing opened.**

**Draft SELECT BOARD MEETING  
May 26, 2022 5:30PM (continued)  
Town Hall/ Hybrid**

87 Mr. (Jeff) Sylvester was present for this license renewal.  
88

89 There was no comment from the public.  
90

91 **5:36 PM Public Hearing closed.**  
92

93 **Mr. Donhauser moved, second by Ms. Dow, that the Select Board approve a**  
94 **renewal license application for CATLAB, LLC, 19 Levesque Drive Testing**  
95 **Facility.**  
96

97 **Roll Call Vote:**  
98

99 **Mr. Donhauser – Yes**  
100 **Mr. McPherson - Yes**  
101 **Mr. Widi – Yes**  
102 **Ms. Dow - Yes**  
103

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

106 **2. Blackbeard Farms, LLC: Tier II Cultivation Cannabis Facility (ACB1121)**  
107

108 **5:37 PM Public Hearing opened.**  
109

110 There was no public comment.  
111

112 **5:38 PM Public Hearing closed**  
113

114 **Mr. Donhauser moved, second by Ms. Dow, that the Select Board approve a**  
115 **license application for Blackbeard Farms, LLC, 276 Harold L. Dow**  
116 **Highway, Marijuana Cultivation Facility Tier II.**  
117

118 **Roll Call Vote:**  
119

120 **Mr. Donhauser – Yes**  
121 **Mr. McPherson - Yes**  
122 **Mr. Widi – Yes**  
123 **Ms. Dow - Yes**  
124

125 **Unanimous vote to approve motion.**  
126

127 **F. Department Head/Committee Reports**  
128

129 **5:39 PM 1. Town Manager's Report**

**Draft SELECT BOARD MEETING**  
**May 26, 2022 5:30PM (continued)**  
**Town Hall/ Hybrid**

130  
131 Mr. Sullivan said that the report is in your packets and there are a lot of exciting  
132 things going on. We did talk about the COVID exposure we had last week and  
133 asking people to wear masks in Town Hall. We are continuing to monitor that.  
134 One staff member who tested positive in this building, is now back to work, and  
135 we're using all the protocols. We continue to follow the Maine CDC guidelines  
136 on that, as well.

137  
138 Mr. Widi said that I want to tie it the need for more training in Town Hall. For the  
139 people here, can you explain how difficult it is when we're losing people because  
140 of COVID, and things like that, when we don't have people to fill their positions.

141  
142 Mr. Sullivan said that we continue to try to do the best we can. We've adjusted  
143 our schedule here at Town Hall and we're using that time as training time. We  
144 have three mornings of training next week and we really need to expand that so  
145 we can build the depth where people can cover for other people. Also, for the first  
146 time, we have filled a temporary position on the Clerk's Office with an intern.  
147 I've talked to the Town Clerk and she is very excited about it. They are  
148 interviewing high school seniors that are going into college. I had great success  
149 with that in other places I've worked where we bring someone in and keep them  
150 for a succession of years because they come back during summer sessions, and  
151 that's part of our training, too. Building more depth in the organization and  
152 having more training of people is critically important for us to continue to provide  
153 good services but it's also important for us to realize that, once we do provide  
154 those services, we have to make sure we compensate those people because they  
155 become more valuable not only to us but to some other communities who might  
156 come in and look to bring them into their fold. We appreciate the SB's support in  
157 that. We are also working with our insurance company (Maine Municipal  
158 Insurance - MMI) to provide some training for us and some safety measures that I  
159 think is very helpful; that we're implementing some new policies that they are  
160 suggesting to us – Return to Work Policy – for when people do go out injured,  
161 how we accept them back to not endangered them or the workplace.

162  
163 **5:40 PM** Mr. Widi said that I know we have policies, a lot of them. Do we have them in  
164 one spot or could we work towards making that happen, if not.

165  
166 Mr. Sullivan said that we're working towards making sure that all our policies are  
167 clearly on the website. When you go to our Charter or Ordinances, you should  
168 also be able to go to our workplace policies. Right now, as you know, the SB has  
169 recently approved some updates in policies and we're adding others that we're  
170 missing. We're going to try to bring those all together starting in the fiscal year to  
171 make sure they are all placed on the website. The public can see them and the  
172 employees can use them as a reference.

**Draft SELECT BOARD MEETING**  
**May 26, 2022 5:30PM (continued)**  
**Town Hall/ Hybrid**

**Mr. Donhauser moved, second by Ms. Dow, that the Eliot Select Board accept the April 27, 2022 Town Manager's Report and direct the Town Manager to post it on the Town of Eliot website.**

**Roll Call Vote:**

**Mr. Donhauser – Yes**

**Mr. McPherson - Yes**

**Mr. Widi – Yes**

**Ms. Dow - Yes**

**Unanimous vote to approve motion.**

**5:42 PM      2. Historic Committee Report**

Ms. Cerabona said that the Bicentennial has finally ended. The grant we received allowed us to use that money to finish doing the things even though they weren't done when they were supposed to be done. We've written you a memo the things we thought were important to finish off the money that we have. At the high school, there is the timeline. The little red building (Hammond Park) was the Dixon Blacksmith Shop and we'd like to put a marker there. We would also like to put a marker where the original high school/Town office/gym was located. Lastly, we would like to gather all the information we developed on different old Eliot homes and put it in a softcover book.

Ms. Dow asked if they had enough funds to cover that.

Ms. Cerabona said that we are asking what our balance is. We had \$5,500.

Mr. Sullivan said that the balance is \$1,472.

Ms. Cerabona said that I thought there was more than that. We had \$3,000 from the Town and \$2,500 from the grant. We spent the money from the grant, first, and we thought we had around \$2,000.

Mr. Sullivan said that we looked up the balance in the Bicentennial account and it was \$1,472. At the end of the budget season, the SB may have some other small amount of money.

Ms. Cerabona said that the priority would be to do as much as we can.

**Draft SELECT BOARD MEETING**  
**May 26, 2022 5:30PM (continued)**  
**Town Hall/ Hybrid**

215 Mr. Sullivan said that, if it's critical to get to \$2,000, I would certainly work with  
216 the SB to try and find that money.  
217

218 Mr. Widi said that, regarding the red building (Blacksmith Shop), I have a wood-  
219 carving machine that could do a nice sign for you and you could save some  
220 money there. I would donate the sign. You would just have to give me what you  
221 want on it.  
222

223 Ms. Cerabona said that those are the things we would like to see happen. And part  
224 of the ways we can get that done.  
225

226 **Mr. Donhauser moved, second by Mr. Widi, that the Eliot Select Board**  
227 **accept the Maine Bicentennial Committee Report and further approve their**  
228 **request to expend the balance of the funds appropriated for their projects on**  
229 **the "Historic Time Wall High School Project", to place a marker denoting**  
230 **Melvin Dixon's Black Smith Shop at Dixon Road (once held Town Meetings)**  
231 **and to chronicle the celebration of the Eliot State Bicentennial Celebration in**  
232 **an archivable soft cover book.**  
233

234 Mr. Donhauser thanked Rosanne Adams, Lydia Goodwin, and Jan Cerabona for  
235 all their work on this COVID-extended Bicentennial celebration. You've done a  
236 really good job.  
237

238 **Roll Call Vote:**  
239

240 **Mr. Donhauser – Yes**

241 **Mr. McPherson - Yes**

242 **Mr. Widi – Yes**

243 **Ms. Dow – Yes**  
244

245 **Unanimous vote to approve motion.**  
246

247 **G. New Business:**  
248

249 **5:50 PM 2. Raitt Farm Catering License (8/27/2022, Stella Wedding)**  
250

251 **Mr. Donhauser moved, second by Mr. McPherson, that the Eliot Select**  
252 **Board approve a Qualified Catering License for Mainly SIPS for August 27,**  
253 **2022 at Raitt Homestead Farm, 2077 State Road, 6:30 PM to 9:30 PM.**  
254

255 **Roll Call Vote:**  
256

257 **Mr. Donhauser – Yes**

**Draft SELECT BOARD MEETING**  
**May 26, 2022 5:30PM (continued)**  
**Town Hall/ Hybrid**

**Mr. McPherson - Yes**

**Mr. Widi – Yes**

**Ms. Dow - Yes**

**Unanimous vote to approve motion.**

**5:51 PM**

**3. Summer Schedule Discussion**

Mr. Sullivan said that I gave you a draft to approach the summer a little differently. It is in your Charter that you will meet twice a month. If you like this idea, I'm going to try to determine whether meeting in this fashion qualifies as your second meeting. What I am proposing is that we would have two regularly-scheduled meetings – July 14 and August 18. Then I was going to encourage the Chair and Vice Chair to work together to split up to have some discussion summits for various different categories. These are some ideas I am putting forward and they are certainly open for your review. The Town Planner and I talked about it and he is very excited. Basically, what we would do is meet, for instance, Summit #1 is Policy, Charter, Ordinance Review, with two SB members appointed with two PB members, members of the Budget Committee, members from Conservation Commission, members from Capital, the school committee if they want to, at each one of the summits or the summits that are appropriate. Meet and have a very informal discussion about how Eliot would like to move forward on some of these different things. The others, Summit #2 – Land Use and Preservation; Summit #3 – Life in Eliot, Summit #4 – Regional Integration; Summit #5 – Community, are just some of the topics that I picked. I'm just trying to illicit some discussion on it and get your ideas on whether you like this. The meetings would be during the day and we'd also have staff, if appropriate. In talking about ordinances, I'd like to have the Town Clerk there because she's very knowledgeable, and other people that would be appropriate for different conversations. The Town Planner is a very articulate, bright person and I'm sure he could add a lot to a lot of these topics. It would dovetail into the work he is doing on the Comp Plan. It's just a way to get some conversations during the summer in a relaxed environment. Then hopefully, the people who are assigned to different committees would then come back to their respective committees and give a synopsis of what was discussed. Whatever summit a person was on, they would probably meet once in July and once in August, with staff, and we would try to set it up and facilitate it as best we can, which would allow people to remote in. It's just kind of a different approach and I've seen this really produce some valuable conversation and new ideas on how we get things done.

**5:56 PM**

Mr. Donhauser said that you are anticipating that you are going to replace two SB meetings with these summits.

**Draft SELECT BOARD MEETING**  
**May 26, 2022 5:30PM (continued)**  
**Town Hall/ Hybrid**

301 Mr. Sullivan said one meeting in July and one meeting in August.

302  
303 Mr. Donhauser said that I think it's a great idea.

304  
305 Mr. Sullivan said that I would love your input and from your constituencies, too.  
306 We can bring it up at a June meeting to finalize it.

307  
308 Mr. Donhauser said that, primarily, these are advisory summits.

309  
310 Mr. Sullivan said yes. They're just casual conversations about what we'd like to  
311 see. We've had a lot of discussions lately about land because we've talked about  
312 the Resiliency Plan for the Town as the people experience climate change. Should  
313 a park be included in that. Should trails be included in that. If you look at where  
314 the parks are in Eliot, they're all kind of lined up in one area of Eliot. There are  
315 big parts of Eliot that have no park system. You have Eliot Forest that's out a  
316 little bit but there's no real park. They're all in a swath down by the river. Does it  
317 make sense to look at opportunities there. Bike trails, hiking trails, on  
318 conservation land, which is allowed. I'm trying to avoid having a kind of one  
319 singular idea but just thinking about where that conversation could go and how  
320 we could benefit, how we can serve the community. I'd love to engage the  
321 Library, and Footprints, and EliotConnects and AIP and Green Acres to see what  
322 assets and resources they can add to the conversation.

323  
324 **5:58 PM** Mr. Donhauser said that they would generally meet in the day.

325  
326 Mr. Sullivan said that it would. We really want to tap into the staff. If there was a  
327 huge demand, I could make some adjustments but, having spoken to staff it really  
328 works better for them during the day, in most cases.

329  
330 Ms. Lemire said that, speaking in terms of planning, this would really go far to  
331 inform the revision of the Comp Plan, all of these subjects.

332  
333 Mr. Sullivan agreed. You're absolutely right and Mr. Brubaker and I have talked  
334 about that to try to get the conversation going.

335  
336 Mr. (Gene) Wypyski said that I had spent some time with Ms. Dow and Mr. Widi  
337 on Saturday and I had proposed something like a committee of committees for the  
338 Town. Mr. Sullivan is describing what I was describing. I've been talking to  
339 people around the Town, especially working on the Festival Committee. There's a  
340 yearning in this Town for everything you just described but there's a dearth of  
341 people. So, every one of our groups is trying to recruit volunteers but there just  
342 aren't enough of us to go around; that those that are involved are sliced in four  
343 slices volunteering. My point is that I think these synergies, albeit not necessarily

**Draft SELECT BOARD MEETING**  
**May 26, 2022 5:30PM (continued)**  
**Town Hall/ Hybrid**

344 through volunteers but, if I hear something in a meeting that I can take to Festival  
345 Day or any one of us in a dozen different committees pulls something from a  
346 meeting and can then take back, you're going to be synergy city. Because you're  
347 going to hear something that's going to stir someone on 'this' committee. I was  
348 proposing a committee of committees so we would each, all the committees  
349 you've talked about, could all talk on Zoom for an hour a month just to see what  
350 everybody's doing, get their agendas, then go offline and do their commiserating  
351 to create bigger and better. But what you're proposing with the specific subject  
352 areas, I think that's genius because we all have unique interests that we can then  
353 take back to our respective groups to really work with.  
354

355 **6:00 PM**

356 Mr. Sullivan said that I do think that there's a lot of people out there that want to  
357 join but they want to be positive about it. They want to go into settings where the  
358 discussion is positive and forward-thinking. I do want to create settings where it's  
359 real positive, you can come, you can express your opinions, like a safe zone. Let's  
360 talk about the great things in Eliot. The so many good things that you have and  
361 exploit those.

362 Ms. Dow said that I love the community involvement aspect of it. It makes sense  
363 to reach out to folks and see what they think about these topics.  
364

365 Mr. Widi said that I like it because it gets everybody out of their bubbles because  
366 it can be an echo chamber. And on the other side, you go talk to 'this' board and  
367 then maybe talk to the PB and everybody is in agreement, then talk to somebody  
368 else and they are in agreement but then all those groups are not in agreement so I  
369 think the building becomes an echo chamber. Not knocking anybody, I think it's  
370 just that people lose track of what the reality is out there. So, I really like what  
371 you're doing here. It brings a little bit of that into here.  
372

373 Mr. Donhauser said that I think that's the consensus of the SB.  
374

375 Mr. Sullivan said that I will come back with something more mapped out and ask  
376 for your approval.  
377

378 **6:02 PM**

**4. Appointment Voters Registration Appeals Board**

379  
380 **Mr. Donhauser moved, second by Mr. McPherson, that the Eliot Select**  
381 **Board appoint Mary Dennett as Chairperson of the Eliot Voter Registration**  
382 **Appeals Board for the term to expire June 2026.**  
383

384 **Roll Call Vote:**

385  
386 **Mr. Donhauser – Yes**



**Draft SELECT BOARD MEETING  
May 26, 2022 5:30PM (continued)  
Town Hall/ Hybrid**

**Mr. McPherson - Yes**

**Mr. Widi – Yes**

**Ms. Dow - Yes**

**Unanimous vote to approve motion.**

**Mr. Donhauser moved, second by Mr. Widi, that the Eliot Select Board appoint John Reed as the Democrat Party Member of the Eliot Voter Registration Appeals Board for the term to expire June 2025.**

**Roll Call Vote:**

**Mr. Donhauser – Yes**

**Mr. McPherson - Yes**

**Mr. Widi – Yes**

**Ms. Dow - Yes**

**Unanimous vote to approve motion.**

**Mr. Donhauser moved, second by Ms. Dow, that the Eliot Select Board appoint John Marshall as the Republican Party Member of the Eliot Voter Registration Appeals Board for the term to expire June 2025.**

**Roll Call Vote:**

**Mr. Donhauser – Yes**

**Mr. McPherson - Yes**

**Mr. Widi – Yes**

**Ms. Dow - Yes**

**Unanimous vote to approve motion.**

**H. Executive Session**

**6:03 PM** Mr. Sullivan said that having entered into conversations, which is allowed by law, I think you are in consensus on the DPW contract so I don't see a need to go into executive session.

Mr. Donhauser said that I don't think we need an executive session.

The SB agreed.

Mr. Donhauser asked if we should act on this at this moment.

**Draft SELECT BOARD MEETING**  
**May 26, 2022 5:30PM (continued)**  
**Town Hall/ Hybrid**

Mr. Sullivan said that you have the chemical ban and then the two contracts.

**I. Old Business:**

**6:04 PM 1. Chemical Herbicide Ban**

Mr. Widi said that this came up through Ms. Dow and I talking a little bit. For the record, I'm a licensed pesticide applicator. I have an organic farm. I can tell you through training that there is some pretty nasty stuff out there. The stuff that's better for the environment is worse for the people that are around. One small thing, there is what is called a re-entry interval so, if you spray a field, you have to put a marker up at the entrance to the field to say do not come to this field for 24 hours, 48 hours, and that's all on the labeling. This chemical herbicide ban would only apply to schools and daycares, primarily, because we want to protect our kids. I've never seen a re-entry sign anywhere that's sprayed Round-Up. I think this is one small step that puts us in the right direction and it's not a huge hinderance to anybody.

Ms. Dow said that I would love to hear what we heard from John Caverly (MSAD #35).

**6:06 PM** Mr. Sullivan said that I talked with Superintendent Caverly. He said that he didn't have any real concerns. They have always used safe treatments on their fields; that he was going to make sure that that continues. He did want to make clear that this doesn't change the guidance; that they still had the responsibility for their properties and I said that the SB respects that. He didn't have any disagreement with this ban.

Ms. Dow said that this is including public parks, also.

Mr. Donhauser asked if the advisory goes along with it.

Mr. Widi said that the advisory goes along with it. He read the advisory:  
*"Furthermore, the Eliot Select Board issues this advisory to all private property owners; please reduce or eliminate your use of chemical pesticides and herbicides. Please seek your own information from credible sources concerning the dangers of chemical pesticides and herbicides. Please seek alternative pest and weed control. Several effective biological or organic options are available."*  
For private property owners, if you still want to use glyphosate, you're still allowed to. It's just asking you to please be considerate and attempt not to. We're not infringing on private property rights.

**Draft SELECT BOARD MEETING  
May 26, 2022 5:30PM (continued)  
Town Hall/ Hybrid**

**Mr. Donhauser moved, second by Ms. Dow, that the Eliot Select Board accept the Chemical Herbicide Ban, as presented, and direct the Town Manager to circulate it to all departments immediately.**

**Roll Call Vote:**

**Mr. Donhauser – Yes**

**Mr. McPherson - Yes**

**Mr. Widi – Yes**

**Ms. Dow - Yes**

**Unanimous vote to approve motion.**

**6:10 PM**

**2. Police Final Contract**

Mr. Donhauser said that we have spoken individually with the Town Manager about it.

Mr. Sullivan said that the Police contract that you previously approved an MOU that is reflective of this contract so there's really no changes in that. I recommend we proceed as part of fair bargaining to approve that contract. The highlights are that there is a 2.5% increase. In the first year 2% and 2% in the second year. We rolling the clothing allowance into the base salary. Clothing allowance is only \$1,300 and we increased that by \$200 and would be part of their base salary. Everything else is pretty benign. Oh, we did one interesting thing; that we added the training component where each officer's shift starts 15 minutes earlier with a series of videos, which also gives them time to talk with the previous shift. If they finish the videos, there are some credits we can get from our \_\_\_\_\_. I think it's a fair contract. It's one where we will be able to retain police; that Eliot has had a history of being the training ground for other communities. We want to keep it here because the cost of retraining is very expensive. Right now, we've had a position open for four months and I don't think we have a candidate yet. Every police department is suffering but, with this contract, I feel strongly that people like working here. You've got a great police department. You have a great Police Chief. You really should be proud of that and I think they will continue to want to work here in Eliot.

**Mr. Donhauser moved, second by Mr. McPherson, that the Eliot Select Board accept and endorse the agreement between the Town of Eliot and the Maine Association of Police Eliot Chapter, as presented.**

**Roll Call Vote:**

**Draft SELECT BOARD MEETING**  
**May 26, 2022 5:30PM (continued)**  
**Town Hall/ Hybrid**

**Mr. Donhauser – Yes**

**Mr. McPherson - Yes**

**Mr. Widi – Yes**

**Ms. Dow - Yes**

**Unanimous vote to approve motion.**

**6:12 PM**

**3. Public Works Final Contract (pending executive session outcome)**

Mr. Sullivan said that, just because we haven't talked about this in public session before, I thought I might just go through some of the highlights that we did. As part of their request, we did define hours at the Transfer Station, which are Wednesday 10AM to 6PM and Saturday 8AM to 5PM. Those are the working hours for that. We did increase their boot allowance from \$250 to \$300. Normally, they buy two pairs of boots a year. We did adjust the wage scale to reflect what the marketplace is. They will get a conditional 2% effective July 1<sup>st</sup>, 2022 and July 1<sup>st</sup>, 2023. We also offered a one-time \$500 signing bonus to have this done for July 1, which was part of the negotiations. There was some retirement language that we changed to reflect some laws. Juneteenth was added as a federal holiday. We didn't change the vacation but we did change some of the vacation language. It was a little clunky how you got your vacation when you first started here. We changed it to say your vacation is pro-rated the first year. We added some of the required language for the Maine Earned Paid Leave Act, which is required by law. I think it's a fair contract. I think the DPW is excited about getting this behind them. I appreciate the SB's support of allowing us to move this along. I think being without a contract for a whole first year is a little bit different. I realize a lot of things were going on in Eliot and it also suggests that we will be negotiating, again, in another 18 months. So, there are some things in there that I would like to change in the future but I certainly understand the union's that, when I came on board, the bargaining sessions that would introduce new changes was over the period that allowed that. So, I will continue to work with the union and, hopefully, we'll continue to retain good staffing at the DPW.

**Mr. Donhauser moved, second by Mr. McPherson, that the Eliot Select Board accept and endorse the agreement between the Town of Eliot and the Teamsters Local Union #340 Public Works, as presented.**

**Roll Call Vote:**

**Mr. Donhauser – Yes**

**Mr. McPherson - Yes**

**Mr. Widi – Yes**

**Ms. Dow - Yes**

**Draft SELECT BOARD MEETING**  
**May 26, 2022 5:30PM (continued)**  
**Town Hall/ Hybrid**

559  
560                   **Unanimous vote to approve motion.**  
561

562   **J.       Approval of Warrant(s):**  
563

564    **6:17 PM       Mr. Donhauser moved, second by Ms. Dow, that the Select Board approve**  
565                   **A/P Warrant #102 in the amount of \$4,587.40, dated May 11, 2022; A/P**  
566                   **Warrant #103 in the amount of \$956,526.23, dated May 11, 2022; A/P**  
567                   **Warrant #105 in the amount of \$175,753.18, dated May 18, 2022; A/P**  
568                   **Warrant #106 in the amount of \$6,646.40, dated May 18, 2022.**  
569

570                   **Roll Call Vote:**  
571

572                   **Mr. Donhauser – Yes**

573                   **Mr. McPherson - Yes**

574                   **Mr. Widi – Yes**

575                   **Ms. Dow - Yes**  
576

577                   **Unanimous vote to approve motion.**  
578

579                   Mr. Sullivan said that I just wanted to add, for the public, that I understand that it  
580                   hasn't been the practice in the past but we've added the full packet to the website  
581                   before each meeting so people can go in and actually see what they are paying for  
582                   and how much in an effort to be more transparent than ever. If anyone has any  
583                   questions on particular bills and why some are higher in certain circumstances,  
584                   they can go on the website and view the vendor and how much they got paid.  
585

586   **K.       Selectmen's Report: Seeking Committee Members Listing**  
587

588    **6:18 PM       Mr. Widi said that we mentioned, Ms. Doe and I, how the Eliot police cruisers**  
589                   **just seem brighter, more visible in the community. I was driving by the Middle**  
590                   **School and I saw a Police Officer out there dancing, having a good time, with the**  
591                   **kids and I just wanted to give credit where credit was due. We have a very**  
592                   **positive, community-oriented Police Department.**  
593

594                   Mr. Sullivan said that, just so the public knows, I did meet with the Chief today  
595                   and we are going to meet with the contractor and Maine DOT to try and work out  
596                   a better safety plan and traffic plan for Route 236 during construction. We had a  
597                   couple of rough days up there. We're encouraging Eliot residents, if they want to  
598                   avoid Route 236, we're cool with that. We are not encouraging people who are  
599                   passing by to alter their route and cause challenges in other neighborhoods. If  
600                   people see a lot of that, we'd like to have you let us k now so we can address that,  
601                   as well.

**Draft SELECT BOARD MEETING  
May 26, 2022 5:30PM (continued)  
Town Hall/ Hybrid**

Ms. Lemire said that I just wanted to say, as I had to go to Agway and the bank, that the people who were directing the traffic are doing a really good job.

Mr. Donhauser said, on a different topic, I would just like to inform the SB members that the last time we were doing a clean-up along the roads, I asked the Police Chief if I could ride with them and they said that they would welcome that. I had wondered if that was against insurance and it's not. They have a policy that, if you call them and set up a time with the person who is going on duty, you can ride with them; that you don't have to ride the whole shift. They will actually drop you off in an hour or two but you can ride around with them and see what they're doing during their shift times. I plan on doing that and I wanted to let you all know that you have that opportunity available, too. And I'm looking to the Fire Department to ride on the fire truck.

**L. Adjourn**

**Mr. Donhauser moved, second by Mr. McPherson, that the Select Board adjourn.**

**Roll Call Vote:**

**Mr. Donhauser – Yes**

**Mr. McPherson - Yes**

**Mr. Widi – Yes**

**Ms. Dow - Yes**

**Unanimous vote to approve motion.**

The meeting adjourned at 6:22 PM.

**Respectfully submitted,**

**Ellen Lemire, Recording Secretary**

---

**Mr. Robert McPherson, Secretary**

**Date approved:**

---

## **Eliot Town Manager Report**

**July 28, 2022**

Submitted by

**Michael J. Sullivan to the Eliot Selectboard**

**Special Town Meeting;** Thank you for your support and attendance at the recent Special Town Meeting (STM) held July 13th at the Eliot Elementary School. It is understandable why we all did not relish having to take such a different path to meet the funding needs for FY 23.

It is true Town Meeting is the purest form of democracy. Voters came, listened, spoke, listened and spoke, until a vote was taken and then voted what they believed was best for Eliot after listening to both positions. Of course, as is the case in any attempt to bring understanding and cohesion, there are those who are just plain hard of listening and refuse to consider the opinions of others. Sometimes blinded by unhinged hatred, some led to the empty abyss of animosity, sometimes they just politely disagree. I would ask everyone to consider the fact this was a necessary exercise, otherwise we all would have preferred to be somewhere there was a better sound system.

Prior to the STM, I attended a gathering of concerned citizens on a beautiful Friday evening, in a lovely garden, I appreciated being invited. Some of the tropes and obdurate positions which were professed in the garden as to why the STM was not fair, unethical and in the opinion of some a violation of the Eliot Charter, I reject wholly. There was nothing unfair, unethical or in violation of the Eliot Charter. It is understandable how the undercurrent of pernicious internet gossip can forge such conclusions, but it does not make it a fact because it is on-line even in Eliot.

One person in that garden presented his beliefs based on his understanding and involvement in writing the Eliot Charter. He felt strongly and passionately the voters will from June 14th was being completely disregarded. I disagreed, he believed the Charter was being ignored, I disagreed, he believed there was no harm in waiting, I disagreed. Yet, beyond my position versus his I saw him as a passionate, thoughtful and responsible citizen of Eliot. A person who could give perspective and I thought respected opposing opinion.

Well, a little more than 120 hours later I would see the same person in a very different light as he approached me shortly after the end of the STM with rage in his eyes, accusations of malfeasance sputtering unfounded accusations towards me personally, claims of conspiratorial improprieties carved in to the humid air of the elementary school gym. I was struck at the level of raw hate directed at a person who he only met only one other time.

Did he think my intent was cozening Eliot's process? Did he not see that I was only asking for the tools I truly felt I needed to do my job for Eliot? Did he understand I had nothing to gain

personally? Was he so cemented in his singular interpretation that he could not even consider the input of others? The Town Attorney clearly stated the Special Town Meeting was allowed; the Select Board deliberated on the matter and felt it was the most reasonable course of action given the nature of the shortfall. The Budget Committee Chair was made aware well prior, but neglected to respond or express concerns when notified three weeks prior.

More than 175 people showed up to vote. I was told there were more people than in most recent past Town Meetings. It was very impressive how people listened, asked questions and expressed their point of view. They became newly informed in some cases, they did not have to rely on recommendation from a board or committee, they did not have solely rely on what the Town Manager said, they listened to their neighbors, citizens of Eliot and they cast vote to make an investment in Eliot. They heard the reasoning, they heard personal attacks, they heard and recognized half-truths or mistruths, they considered the testimony, they heard factual information and then voted.

Like so much discourse we experience in the new ways of the world, if you disagree even slightly those more entrenched in a different position call foul, loudly, thankfully they are loud, but a minority. I certainly heard it, like "the Town Manager is a bully", "he throws tantrums", "he loses his temper", "his hometown does not have 18% of the voters come out or something to that effect, the vote was not democratic, the "Good Old Boys", call names and hurl baseless accusations when someone disagrees seems to be the recipe for a few.

The man who verbally assailed me I asked "are you upset because I fought for what I thought was right"? I really never got an answer, he was saying something indistinguishable about something I did to the Charter, beyond upholding and reading it, I feel I have done nothing more than exercise the Eliot Charter.

In the end it was lost that the mill rate will likely go down again this year, the amount raised through property tax to fund the "town budget" will be less than the year before and more than half of the "town budget" will be raised by fees from permits and licenses. Hopefully, we all can become better listeners, have more faith in local government and make a concerted effort to work together.

**Eliot Festival Days.** Just a shout out to all those who are organizing and promoting Eliot Festival Day and the Eliot Festival Road Race for September 24. The Festival starts at 9 AM and the 5K goes off at 8:30 AM (I am not a pre-race favorite to win!). Please go to [eliotfestivaland5k.com](http://eliotfestivaland5k.com) for mor information





**Eliot Connects/Ampion.** Ampion Solar has recently made a generous gift of \$5,000 to Eliot Connects. Kate Rooney from Ampion was on hand to make the presentation to Eliot Connects board members. The Vice Chair of the Select Board Bill Widi was on hand, as well.

Beyond the generosity aspect we all benefit from moving more homes to renewable energy. Cleaner fuels, cleaner environment!

This donation will provide important funding and will continue as residents sign up with Ampion. As part of Maine Community Solar, we encourage residents to find a renewable energy partner who suits their household needs.

We thank Ampion for their community engagement and thank Eliot Connects enough for being such a thoughtful, dependable, and trustworthy organization. I would like to thank Claudia Kaerner from Eliot Connects for coordinating this presentation and for all the great work Eliot Connects does for the community.

**Land Use Division.** We recently were made aware a key employee in Land Use Division (Planning, Code Enforcement, Assessing) was offered a great career opportunity by the Town of Kittery. Kearsten Metz has grown in her position as the Land Use Assistant and had become an incredible asset to her colleagues and the public alike. We all wish her great success in Kittery and hope she knows she will always be welcome in Eliot.

One of the misconceptions professed at the Special Town Meeting was that people were leaving Eliot for a dollar an hour, that is not factual. She will be leaving Eliot to do a very similar job in Kittery for \$15 dollars an hour or \$31K a year. Needless to say, we were not in a position to match the offer. I will be putting forward to the Select Board an outline of compensation adjustments necessary to stem some of the outflow of talented employees at the August 11 meeting. While this plan will primarily address non-union employees, union positions will need to be addressed as well and I will be asking the Select Board for permission to approach the clerical union about some mid contract changes and adjustments.

Initially, as allowed for personnel issues under the law, I will be asking this plan be discussed in executive session by the Select Board, however the final plan will be available to the public for review. It is key to understand the adjustments are about the position and the responsibilities, about how Eliot will need to prepare if it was necessary to compete for a quality replacement. It is not about the "person", we will have other components and methods through training and evaluation to address work place knowledge and performance. This is the first step to retention and development of staff.

We also have entered a compact with York County Community College to partner with them in some work force development and training programs. We are hoping to cover customer service this will include building skills to understand diversity, to gain strategies to work with residents with different abilities, to provide respectful and professional service. We also will work on de-escalation techniques and how we can become more efficient. Some of the training costs will be covered by a YCCC workforce development federal grant. We also are exploring other training ideas and needs.

Until such time as we are able to fill the Land Use Assistant position it is necessary to make adjustments to the way we do business in that section of Town Hall. We ask that anyone looking for information from Land Use to consider calling or emailing with your questions, you may have to leave a message if you call. We are very open to making appointments, as we are with any town office, when it is necessary or appropriate. We continue to be committed to getting you accurate information and avoid the tragedy of "off the cuff" responses which are too often misunderstood and cause complicated challenges down the road so to speak.

For Code Enforcement Officer Shelly Bishop, please email [sbishop@eliotme.org](mailto:sbishop@eliotme.org) for Planner Jeff Brubaker [planner@eliotme.org](mailto:planner@eliotme.org) for Assessor Brent Martin [assessor@eliotme.org](mailto:assessor@eliotme.org) to inquire about an appointment. If you are not sure who to contact, please email me [townmanager@eliotme.org](mailto:townmanager@eliotme.org) and I will try to get you to the best person to help with your questions.

**236/Sewer Expansion.** We are proceeding to enter an agreement with Defelice Construction for Phase #1 of the sewer expansion project. Defelice was the only bidder after the request was circulated widely by the town and Underwood Engineering. The amount of the Phase #1 contract will be for \$6,959, 300.

Phase#1 work will be primarily along State Road (towards Bolt Hill from Beech) and Beech Road (to 236). This will cause disruption in traffic patterns which we will work with the Eliot Police Department and Defelice to mitigate traffic to the greatest extent possible. The initial work will start, but on a restrictive basis as we are awaiting final approval of the SRF Funding from Maine Municipal Bond Bank ....patiently!

We have received qualifications and interest from several professionals to act as the Owner Project Manager (OPM) for the expansion project. It is critical there is an experienced agent working on behalf of the Town of Eliot overseeing the project. We should have an OPM in place by mid-August, I am sure Planner Jeff Brubaker will be very happy with that development, as he has been doing yeoman's work moving this project along, in addition to his already heavy workload.

As for 236 it should be noted there are several projects and studies going on and will continue for likely the next several years. They include but not limited to, resurfacing different sections, installation of a gas line and reviews of traffic counts for signalization.

Respectfully submitted,

Michael J. Sullivan

Town Manager, Eliot

7/2/2022

I Jay Meyer, would like to tender my resignation for the Alternate position on the Board of Appeals.

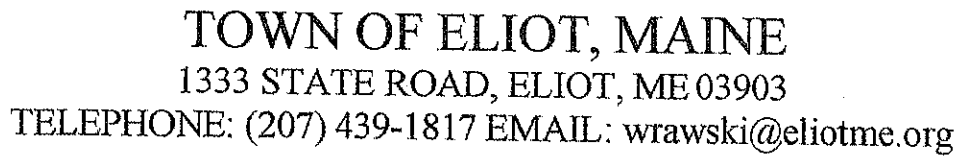
I have submitted my application to become a regular member of the Board of Appeals.

Thank you for considering my application.

Jay Meyer

Jay Meyer  
7/28/2022





Rec'd  
06/30/2022  
[Signature]

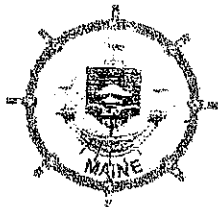
**☞ RE-APPOINTMENT TO TOWN BOARDS, COMMITTEES & COMMISSIONS**

WORK # \_\_\_\_\_ CELL # 603-767-5110

☐ Aging-In-Place Committee  
☐ Agriculture and Food Security Commission  
☒ Board of Appeals  
☐ Capital Improvement Committee  
☐ Conservation Commission  
☐ Planning Board

ARE YOU 18 YEARS OR OLDER: ☒ YES ☐ NO





## TOWN OF ELIOT, MAINE

1333 STATE ROAD, ELIOT, ME 03903

TELEPHONE: (207) 439-1817 EMAIL: [wrawski@eliotme.org](mailto:wrawski@eliotme.org)

### ACCORDING TO THE TOWN OF ELIOT ORDINANCE GOVERNING MUNICIPAL BOARDS PLEASE ANSWER THE FOLLOWING QUESTIONS.

1. Express your interest as to why you want to serve:  
"I am a CURRENT member"
2. Give a brief reason(s) as to why the Select Board should support your appointment.  
" "
3. Give a brief summary as to how you will maintain an unbiased participation on a regular and continuing basis throughout term.  
" "
4. Any known conflict of interest: ☐ YES ☒ NO if yes, please list  
" "

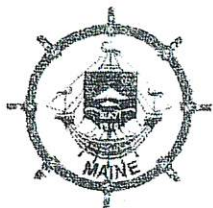
### BY SUBMITTING THIS APPLICATION YOU UNDERSTAND THE FOLLOWING:

1. This application is for consideration and does not mean you will necessarily be appointed to this Board/Commission or Committee.
2. The Town Manager will review your application, may contact you, and determine any potential conflict of interests.
3. This application will be forwarded to the Select Board for consideration, the Board will want to interview possible appointees. Your application will be placed on the next available agenda.
4. Appointee agrees to take a sworn oath by Town Clerk except for Ad Hoc Committee members/Select Board Advisory Committees.
5. Applicant agrees that if appointed will attend all meetings, except for sickness or emergency, and will advise the Chairperson when you are unable to attend.

Please read the Town of Eliot, Maine Ordinance Governing Municipal Boards, Commissions, and Committees available at the Town Office or on the Town Website.

[Signature]  
SIGNATURE OF APPLICANT

June 30 2022  
DATE



# TOWN OF ELIOT, MAINE

1333 STATE ROAD, ELIOT, ME 03903

TELEPHONE: (207) 439-1817 EMAIL: [wrawski@eliotme.org](mailto:wrawski@eliotme.org)

AUG 03 2022

☒ **INITIAL APPLICATION** FOR APPOINTMENT TO TOWN BOARDS,  
COMMITTEES & COMMISSIONS

☐ **RE-APPOINTMENT** TO TOWN BOARDS, COMMITTEES &  
COMMISSIONS

NAME: Donna Knox

RESIDENCE: 135 Pleasant St., Eliot

MAILING (if different) N/A

E-MAIL ADDRESS: donnadknox@gmail.com PHONE # (Home) N/A

WORK # N/A CELL # 540-556-1182

**Please check your choices:**

- ☐ Aging-In-Place Committee
- ☐ Agriculture and Food Security Commission
- ☒ Board of Appeals
- ☐ Capital Improvement Committee
- ☐ Conservation Commission
- ☐ Planning Board

MEMBERSHIP PREFERENCE: Regular \_\_\_ Alternate \_\_\_ No Preference ☒

APPOINTMENT TERM: Full Term \_\_\_ Partial Term \_\_\_ No Preference ☒

EDUCATION/TRAINING: BA; JD; Collaborative Law training; Certified Mediator

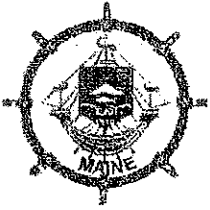
RELATED EXPERIENCE (Including other Boards/Committees and Commissions)

Board of Directors, Coalition of Families of Korean & Cold War POW/MIA's

PRESENT EMPLOYMENT: Retired Attorney & Mediator; Legislative liaison for  
Coalition of Families

ARE YOU 18 YEARS OR OLDER: ☒ YES ☐ NO

(sorry) ↑



## TOWN OF ELIOT, MAINE

1333 STATE ROAD, ELIOT, ME 03903

TELEPHONE: (207) 439-1817 EMAIL: [wrawski@eliotme.org](mailto:wrawski@eliotme.org)

### ACCORDING TO THE TOWN OF ELIOT ORDINANCE GOVERNING MUNICIPAL BOARDS PLEASE ANSWER THE FOLLOWING QUESTIONS.

1. Express your interest as to why you want to serve: *I have retired in Eliot. I love our community & would like to get involved in its governance. I think I could make a meaningful contribution to the town.*
2. Give a brief reason(s) as to why the Select Board should support your appointment. *My experience as an attorney (advocate) coupled with my time as a mediator (experte conflict resolution) & my understanding of how the law must be applied regardless of my personal feelings would help me render appropriate decisions.*
3. Give a brief summary as to how you will maintain an unbiased participation on a regular and continuing basis throughout term. *I understand that my personal opinions &/or beliefs &/or preferences are not at issue in a case - nor are they relevant. I would use my experience that has made it clear - what matters are the facts & the controlling authorities.*
4. Any know conflict of interest: ☐ YES ☒ NO if yes, please list

### BY SUBMITTING THIS APPLICATION YOU UNDERSTAND THE FOLLOWING:

1. This application is for consideration and does not mean you will necessarily be appointed to this Board/Commission or Committee.
2. The Town Manager will review your application, may contact you, and determine any potential conflict of interests.
3. This application will be forwarded to the Select Board for consideration, the Board will want to interview possible appointees. Your application will be placed on the next available agenda.
4. Appointee agrees to take a sworn oath by Town Clerk except for Ad Hoc Committee members/Select Board Advisory Committees.
5. Applicant agrees that if appointed will attend all meetings, except for sickness or emergency, and will advise the Chairperson when you are unable to attend.

Please read the Town of Eliot, Maine Ordinance Governing Municipal Boards, Commissions, and Committees available at the Town Office or on the Town Website. ✓

*Wanda Knox*  
SIGNATURE OF APPLICANT

8/3/22  
DATE

2552.21

July 21, 2022

Jeff Brubaker, AICP  
Town Planner  
1333 State Road  
Eliot, ME 03903

Re: *Recommendation to Award*  
*Route 236 TIF Area (Contract #1) Sewer & Water Extension*  
*CWSRF Project No. C230231-04*  
*Eliot, ME*

Dear Mr. Brubaker:

Underwood Engineers, Inc. has reviewed the bids for the Route 236 TIF Area (Contract #1) Sewer & Water Extension project opened on March 31, 2022. A bid tabulation is attached for your use. We recommend awarding the project to the lowest responsible bidder, DeFelice Corporation (Dracut, MA), contingent on executing Change Order #1 (CO#1) as part of the contract signing. CO#1 prioritizes construction of downstream sewer infrastructure to better align with planned MDOT projects on Beech Rd. and State Rd. and defers upstream infrastructure on Route 236 to be constructed in the future.

*Recommended Contract Award*

Base Bid (Schedules 1 through 3):	\$	7,741,005.00
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*Change Order #1 Summary*

Deductions (Schedules 1 through 3)	(\$	3,324,115.00)
------------------------------------	-----	---------------

<u>Additions (Schedules 1 through 3)</u>	<u>\$</u>	<u>2,542,410.00</u>
--	-----------	---------------------

<b>Recommended Contract #1 with Change Order #1</b>	<b>\$</b>	<b>6,959,300.00</b>
---	-----------	---------------------

Please review the attached draft notice of award and draft Change Order #1. If acceptable we will forward to DeFelice for their review and request authorization to award from Maine DEP.

ph 603.436.6192

fx 603.431.4733

25 Vaughan Mall

Portsmouth, NH 03801



Page 2  
Mr. Jeff Brubaker, AICP  
July 21, 2022

Please don't hesitate to call if you have any questions.


Very truly yours,

UNDERWOOD ENGINEERS, INC.



Cole S. Melendy, P.E.  
Project Manager

Encl.



Jeffrey M. Clifton, P.E.  
Senior Project Engineer



YORK COUNTY, MAINE  
HAZARD MITIGATION PLAN

**RESOLUTION OF ADOPTION**

Whereas, natural and man-made disasters may occur at any time, we recognize that to lessen the impacts of these disasters we will save resources, property and lives in York County;

And whereas the creation of a Hazard Mitigation Plan is necessary for the development of a risk assessment and effective mitigation strategy;

And whereas, the 26 towns and 3 cities of York County are committed to the mitigation goals and measures as presented in this plan;

Therefore, **the Town of Eliot** hereby adopts the 2022 York County Hazard Mitigation Plan.

**AUTHORIZING SIGNATURES**

Print name	Signature	Title	Date
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____

City/Town Office Address: \_\_\_\_\_

Contact person \_\_\_\_\_

## **Town of Eliot Fiscal Year 2023 Certified Budget**

### **Question 2: Revenues**

Vehicle Excise Tax	\$1,500,000
Online Vehicle Excise Tax	\$350,000
Boat Excise Tax	\$17,800
Revenue Sharing	\$450,000
Interest (Investment/Tax)	\$27,000
Clerk Fees	\$40,000
Code Enforcement Permits	\$99,000
Use of Sewer Fees (BOND)	\$98,500
Board of Appeal/Planning Board Fees	\$21,200
Police Fees/Grants/Details	\$142,014
Boat Basin Launch Fees	\$25,000
Tax Liens	\$9,000
Snowmobile Reimbursement	\$800
Marijuana Licensing Fees	\$55,000
Pay Per Throw	\$65,000
General Assistance Reimbursement	\$7,300
Recycling	\$92,700
York Hospital Grant (CSD)	\$11,500
CSD Program Revenue	\$105,000
KidsPlay Program Revenue	\$250,000
TIF Revenue	\$1,404,000
Dog Licensing Fees/Violations	\$3,700
Miscellaneous	\$5,000
Mooring Fees	\$14,000
MDOT Road Assistance	\$35,000
<b>Total Estimated Revenue</b>	<b>\$4,865,614</b>

**Question 3: Administration** **\$1,545,639**

**Question 4: Hearings & Elections** **\$28,245**

**Question 5: Fire Department** **\$236,756**

**Question 6: Police Department** **\$1,353,581**

**Question 18: Town Standing Committees**

Board of Appeals	\$5,000
Budget Committee	\$2,400
Conservation Commission	\$1,520
Planning Board	\$25,000
Aging-In Place Committee	\$1,500
<b>Total:</b>	<b>\$35,420</b>

**Question 19: William Fogg Library** **\$242,500**

**Question 20: Social Services Agencies**

Agency of Aging	\$1,500
Eliot Festival Day	\$1,500
Historical Society	\$3,500
Memorial Day	\$1,000
Project Share	\$1,000
Senior Citizens	\$1,500
York Community Action	\$1,600
<b>Total:</b>	<b>\$11,600</b>

**Question 21: Fixed Assessments** **\$1,441,051**

**Question 22: Debt Service**

Sewer Pump Station	\$98,510
Town Hall Heating & Cooling	\$16,760
<b>Total:</b>	<b>\$115,270</b>

<b>Total Municipal Spending</b>	<b>\$8,516,368</b>
<b>Total Municipal Revenues</b>	<b>\$4,865,614</b>
<b>Total to be Raised by Taxation</b>	<b>\$3,650,754</b>

Certified FYE 2023 Budget

Attest:

---

Wendy J. Rawski, Town Clerk

# DRAFT

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

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DRAFT



## **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.

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## **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 MRS §3008(3)(B), the Company shall remove all of its supporting structures, poles, transmission and distribution systems, and other 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** \_\_\_\_\_



STATE OF MAINE  
DEPARTMENT OF ADMINISTRATIVE AND FINANCIAL SERVICES  
BUREAU OF ALCOHOLIC BEVERAGES AND LOTTERY OPERATIONS  
DIVISION OF LIQUOR LICENSING AND ENFORCEMENT

Application for an On-Premises License

*All Questions Must Be Answered Completely. Please print legibly.*

Division Use Only	
License No:	
Class:	By:
Deposit Date:	
Amt. Deposited:	
Payment Type:	
OK with SOS: Yes <input type="checkbox"/> No <input type="checkbox"/>	

Section I: Licensee/Applicant(s) Information;  
Type of License and Status

Legal Business Entity Applicant Name (corporation, LLC): SHIPYARD BREWPUB I LLC	Business Name (D/B/A): THE SHIPYARD BREWPUB/REGATTA ROOM
Individual or Sole Proprietor Applicant Name(s):	Physical Location: 28 LEVESQUE DR ELIOT, ME 03903
Individual or Sole Proprietor Applicant Name(s):	Mailing address, if different: 8 WESTERN AVE KENNEBUNK, ME 04043
Mailing address, if different from DBA address: 8 WESTERN AVE KENNEBUNK, ME 04043	Email Address: JFORSLEY@SHIPYARD.COM
Telephone #      Fax #: 207-967-4322	Business Telephone #      Fax #: 207-232-0905
Federal Tax Identification Number: 20-2183338	Maine Seller Certificate # or Sales Tax #: 1081161
Retail Beverage Alcohol Dealers Permit: CARL-2005-9324	Website address: SHIPYARD.COM

1. New license or renewal of existing license? ☐ New Expected Start date: \_\_\_\_\_  
☒ Renewal Expiration Date: 08/30/2022

2. The dollar amount of gross income for the licensure period that will end on the expiration date above:

Food: 1,788,901 Beer, Wine or Spirits: 316,123 Guest Rooms: 0

3. Please indicate the type of alcoholic beverage to be sold: (check all that apply)

☒ Malt Liquor (beer) ☒ Wine ☒ Spirits

4. Indicate the type of license applying for: (choose only one)

- |  |   |   |
|--|---|---|
| <input type="checkbox"/> Restaurant<br>(Class I, II, III, IV)  | <input checked="" type="checkbox"/> Class A Restaurant/Lounge<br>(Class XI) | <input type="checkbox"/> Class A Lounge<br>(Class X)  |
| <input type="checkbox"/> Hotel<br>(Class I, II, III, IV)   | <input type="checkbox"/> Hotel – Food Optional<br>(Class I-A)               | <input type="checkbox"/> Bed & Breakfast<br>(Class V) |
| <input type="checkbox"/> Golf Course (included optional licenses, please check if apply)<br>(Class I, II, III, IV) | <input type="checkbox"/> Auxiliary  | <input type="checkbox"/> Mobile Cart                  |
| <input type="checkbox"/> Tavern<br>(Class IV)  | <input type="checkbox"/> Other: _____                                       |   |
| <input type="checkbox"/> Qualified Caterer   | <input type="checkbox"/> Self-Sponsored Events (Qualified Caterers Only)    |   |

Refer to Section V for the License Fee Schedule on page 9

5. Business records are located at the following address:

8 WESTERN AVE KENNEBUNK, ME 04043

6. Is the licensee/applicant(s) citizens of the United States? ☒ Yes ☐ No

7. Is the licensee/applicant(s) a resident of the State of Maine? ☒ Yes ☐ No

**NOTE: Applicants that are not citizens of the United States are required to file for the license as a business entity.**

8. Is licensee/applicant(s) a business entity like a corporation or limited liability company?

☒ Yes ☐ No If Yes, complete Section VII at the end of this application

9. For a licensee/applicant who is a business entity as noted in Section I, does any officer, director, member, manager, shareholder or partner have in any way an interest, directly or indirectly, in their capacity in any other business entity which is a holder of a wholesaler license granted by the State of Maine?

☐ Yes ☒ No

☐ Not applicable – licensee/applicant(s) is a sole proprietor

10. Is the licensee or applicant for a license receiving, directly or indirectly, any money, credit, thing of value, endorsement of commercial paper, guarantee of credit or financial assistance of any sort from any person or entity within or without the State, if the person or entity is engaged, directly or indirectly, in the manufacture, distribution, wholesale sale, storage or transportation of liquor.

☐ Yes ☒ No

If yes, please provide details: \_\_\_\_\_  
\_\_\_\_\_

11. Do you own or have any interest in any another Maine Liquor License? ☐ Yes ☒ No

If yes, please list license number, business name, and complete physical location address: (attach additional pages as needed using the same format)

Name of Business	License Number	Complete Physical Address

12. List name, date of birth, place of birth for all applicants including any manager(s) employed by the licensee/applicant. Provide maiden name, if married. (attach additional pages as needed using the same format)

Full Name	DOB	Place of Birth
PETER MARTIN	12/01/1954	PORTLAND, ME

Residence address on all the above for previous 5 years

Name Address:

PETER MARTIN - SCARBOROUGH, ME

Name Address:

Name Address:

Name Address:

13. Will any law enforcement officer directly benefit financially from this license, if issued?

☐ Yes ☒ No

If Yes, provide name of law enforcement officer and department where employed:

\_\_\_\_\_

14. Has the licensee/applicant(s) ever been convicted of any violation of the liquor laws in Maine or any State of the United States? ☐ Yes ☒ No

If Yes, please provide the following information and attach additional pages as needed using the same format.

Name: \_\_\_\_\_ Date of Conviction: \_\_\_\_\_

Offense: \_\_\_\_\_ Location: \_\_\_\_\_

Disposition: \_\_\_\_\_

15. Has the licensee/applicant(s) ever been convicted of any violation of any law, other than minor traffic violations, in Maine or any State of the United States? ☐ Yes ☒ No

If Yes, please provide the following information and attach additional pages as needed using the same format.

Name: \_\_\_\_\_ Date of Conviction: \_\_\_\_\_

Offense: \_\_\_\_\_ Location: \_\_\_\_\_

Disposition: \_\_\_\_\_

16. Has the licensee/applicant(s) formerly held a Maine liquor license? ☒ Yes ☐ No

17. Does the licensee/applicant(s) own the premises? ☐ Yes ☒ No

If No, please provide the name and address of the owner:

SEA DOG REALTY LLC 8 WESTERN AVE KENNEBUNK, ME 04043

18. If you are applying for a liquor license for a Hotel or Bed & Breakfast, please provide the number of guest rooms available: \_\_\_\_\_

19. Please describe in detail the area(s) within the premises to be licensed. This description is in addition to the diagram in Section VI. (Use additional pages as needed)

Units 5, 6, 7 and 8 of Eliot Commons + outside  
patio area in front of units 5, 6, 7 + 8

20. What is the distance from the premises to the nearest school, school dormitory, church, chapel or parish house, measured from the main entrance of the premises to the main entrance of the school, school dormitory, church, chapel or parish house by the ordinary course of travel?

Name: Church

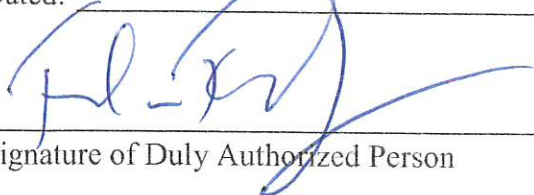
Distance: 0.21

## Section II: Signature of Applicant(s)

By signing this application, the licensee/applicant understands that false statements made on this application are punishable by law. Knowingly supplying false information on this application is a Class D Offense under Maine's Criminal Code, punishable by confinement of up to one year, or by monetary fine of up to \$2,000 or by both.

Please sign and date in blue ink.

Dated: 6/21/22

  
Signature of Duly Authorized Person

\_\_\_\_\_  
Signature of Duly Authorized Person

\_\_\_\_\_  
Printed Name Duly Authorized Person

\_\_\_\_\_  
Printed Name of Duly Authorized Person

**Section III: For use by Municipal Officers and County Commissioners only**

The undersigned hereby certifies that we have complied with the process outlined in 28-A M.R.S. §653 and approve this on-premises liquor license application.

Dated: \_\_\_\_\_

Who is approving this application? ☐ Municipal Officers of \_\_\_\_\_

☐ County Commissioners of \_\_\_\_\_ County

- ☐ **Please Note:** The Municipal Officers or County Commissioners must confirm that the records of Local Option Votes have been verified that allows this type of establishment to be licensed by the Bureau for the type of alcohol to be sold for the appropriate days of the week. Please check this box to indicate this verification was completed.

Signature of Officials	Printed Name and Title

**This Application will Expire 60 Days from the date of  
Municipal or County Approval unless submitted to the Bureau**

Included below is the section of Maine's liquor laws regarding the approval process by the municipalities or the county commissioners. This is provided as a courtesy only and may not reflect the law in effect at the time of application. Please see <http://www.mainelegislature.org/legis/statutes/28-A/title28-Asec653.html>

§653. Hearings; bureau review; appeal

**1. Hearings.** The municipal officers or, in the case of unincorporated places, the county commissioners of the county in which the unincorporated place is located, may hold a public hearing for the consideration of applications for new on-premises licenses and applications for transfer of location of existing on-premises licenses. The municipal officers or county commissioners may hold a public hearing for the consideration of requests for renewal of licenses, except that when an applicant has held a license for the prior 5 years and a complaint has not been filed against the applicant within that time, the applicant may request a waiver of the hearing.

A. The bureau shall prepare and supply application forms.

**B.** The municipal officers or the county commissioners, as the case may be, shall provide public notice of any hearing held under this section by causing a notice, at the applicant's prepaid expense, stating the name and place of hearing, to appear on at least 3 consecutive days before the date of hearing in a daily newspaper having general circulation in the municipality where the premises are located or one week before the date of the hearing in a weekly newspaper having general circulation in the municipality where the premises are located.

**C.** If the municipal officers or the county commissioners, as the case may be, fail to take final action on an application for a new on-premises license or transfer of the location of an existing on-premises license within 60 days of the filing of an application, the application is deemed approved and ready for action by the bureau. For purposes of this paragraph, the date of filing of the application is the date the application is received by the municipal officers or county commissioners. This paragraph applies to all applications pending before municipal officers or county commissioners as of the effective date of this paragraph as well as all applications filed on or after the effective date of this paragraph. This paragraph applies to an existing on-premises license that has been extended pending renewal. The municipal officers or the county commissioners shall take final action on an on-premises license that has been extended pending renewal within 120 days of the filing of the application.

**D.** If an application is approved by the municipal officers or the county commissioners but the bureau finds, after inspection of the premises and the records of the applicant, that the applicant does not qualify for the class of license applied for, the bureau shall notify the applicant of that fact in writing. The bureau shall give the applicant 30 days to file an amended application for the appropriate class of license, accompanied by any additional license fee, with the municipal officers or county commissioners, as the case may be. If the applicant fails to file an amended application within 30 days, the original application must be denied by the bureau. The bureau shall notify the applicant in writing of its decision to deny the application including the reasons for the denial and the rights of appeal of the applicant.

**2. Findings.** In granting or denying an application, the municipal officers or the county commissioners shall indicate the reasons for their decision and provide a copy to the applicant. A license may be denied on one or more of the following grounds:

**A.** Conviction of the applicant of any Class A, Class B or Class C crime;

**B.** Noncompliance of the licensed premises or its use with any local zoning ordinance or other land use ordinance not directly related to liquor control;

**C.** Conditions of record such as waste disposal violations, health or safety violations or repeated parking or traffic violations on or in the vicinity of the licensed premises and caused by persons patronizing or employed by the licensed premises or other such conditions caused by persons patronizing or employed by the licensed premises that unreasonably disturb, interfere with or affect the ability of persons or businesses residing or located in the vicinity of the licensed premises to use their property in a reasonable manner;

**D.** Repeated incidents of record of breaches of the peace, disorderly conduct, vandalism or other violations of law on or in the vicinity of the licensed premises and caused by persons patronizing or employed by the licensed premises;

**D-1.** Failure to obtain, or comply with the provisions of, a permit for music, dancing or entertainment required by a municipality or, in the case of an unincorporated place, the county commissioners;

**E.** A violation of any provision of this Title;

**F.** A determination by the municipal officers or county commissioners that the purpose of the application is to circumvent the provisions of section 601; and



G. After September 1, 2010, server training, in a program certified by the bureau and required by local ordinance, has not been completed by individuals who serve alcoholic beverages.

**3. Appeal to bureau.** Any applicant aggrieved by the decision of the municipal officers or county commissioners under this section may appeal to the bureau within 15 days of the receipt of the written decision of the municipal officers or county commissioners. The bureau shall hold a public hearing in the city, town or unincorporated place where the premises are situated. In acting on such an appeal, the bureau may consider all licensure requirements and findings referred to in subsection 2.

**A. Repealed**

B. If the decision appealed from is an application denial, the bureau may issue the license only if it finds by clear and convincing evidence that the decision was without justifiable cause.

**4. Repealed**

**5. Appeal to District Court.** Any person or governmental entity aggrieved by a bureau decision under this section may appeal the decision to the District Court within 30 days of receipt of the written decision of the bureau.

An applicant who files an appeal or who has an appeal pending shall pay the annual license fee the applicant would otherwise pay. Upon resolution of the appeal, if an applicant's license renewal is denied, the bureau shall refund the applicant the prorated amount of the unused license fee.

**Section IV: Terms and Conditions of Licensure as an Establishment that sells liquor for on-premises consumption in Maine**

- The licensee/applicant(s) agrees to be bound by and comply with the laws, rules and instructions promulgated by the Bureau.
- The licensee/applicant(s) agrees to maintain accurate records related to an on-premise license as required by the law, rules and instructions promulgated or issued by the Bureau if a license is issued as a result of this application.
  - The licensee/applicant(s) authorizes the Bureau to obtain and examine all books, records and tax returns pertaining to the business, for which this liquor license is requested, and also any books, records and returns during the year in which any liquor license is in effect.
- Any change in the licensee's/applicant's licensed premises as defined in this application must be approved by the Bureau in advance.
- All new applicants must apply to the Alcohol and Tobacco Tax and Trade Bureau (TTB) for its [Retail Beverage Alcohol Dealers](https://www.ttb.gov/nrc/retail-beverage-alcohol-dealers) permit. See the TTB's website at <https://www.ttb.gov/nrc/retail-beverage-alcohol-dealers> for more information.

## Section V: Fee Schedule

**Filing fee required.** In addition to the license fees listed below, a filing fee of \$10.00 must be included with all applications.

**Please note:** For Licensees/Applicants in unorganized territories in Maine, the \$10.00 filing fee must be paid directly to County Treasurer. All applications received by the Bureau from licensees/applicants in unorganized territories must submit proof of payment was made to the County Treasurer together with the application.

<b><u>Class of License</u></b>	<b><u>Type of liquor/Establishments included</u></b>	<b><u>Fee</u></b>
<b>Class I</b>	<b>For the sale of liquor (malt liquor, wine and spirits)</b> This class includes: Airlines; Civic Auditoriums; Class A Restaurants; Clubs with catering privileges; Dining Cars; Golf Courses; Hotels; Indoor Ice-Skating Clubs; Indoor Tennis Clubs; Vessels; Qualified Caterers	\$ 900.00
<b>Class I-A</b>	<b>For the sale of liquor (malt liquor, wine and spirits)</b> This class includes only hotels that do not serve three meals a day.	\$1,100.00
<b>Class II</b>	<b>For the Sale of Spirits Only</b> This class includes: Airlines; Civic Auditoriums; Class A Restaurants; Clubs with catering privileges; Dining Cars; Golf Courses; Hotels; Indoor Ice-Skating Clubs; Indoor Tennis Clubs; and Vessels.	\$ 550.00
<b>Class III</b>	<b>For the Sale of Wine Only</b> This class includes: Airlines; Civic Auditoriums; Class A Restaurants; Clubs with catering privileges; Dining Cars; Golf Courses; Hotels; Indoor Ice-Skating Clubs; Indoor Tennis Clubs; Restaurants; Vessels; Pool Halls; and Bed and Breakfasts.	\$ 220.00
<b>Class IV</b>	<b>For the Sale of Malt Liquor Only</b> This class includes: Airlines; Civic Auditoriums; Class A Restaurants; Clubs with catering privileges; Dining Cars; Golf Courses; Hotels; Indoor Ice-Skating Clubs; Indoor Tennis Clubs; Restaurants; Taverns; Pool Halls; and Bed and Breakfasts.	\$ 220.00
<b>Class III and IV</b>	<b>For the Sale of Malt Liquor and Wine Only</b> This class includes: Airlines; Civic Auditoriums; Class A Restaurants; Clubs with catering privileges; Dining Cars; Golf Courses; Hotels; Indoor Ice-Skating Clubs; Indoor Tennis Clubs; Restaurants; Vessels; Pool Halls; and Bed and Breakfasts.	\$ 440.00
<b>Class V</b>	<b>For the sale of liquor (malt liquor, wine and spirits)</b> This class includes only a Club without catering privileges.	\$ 495.00
<b>Class X</b>	<b>For the sale of liquor (malt liquor, wine and spirits)</b> This class includes only a Class A Lounge	\$2,200.00
<b>Class XI</b>	<b>For the sale of liquor (malt liquor, wine and spirits)</b> This class includes only a Restaurant Lounge	\$1,500.00

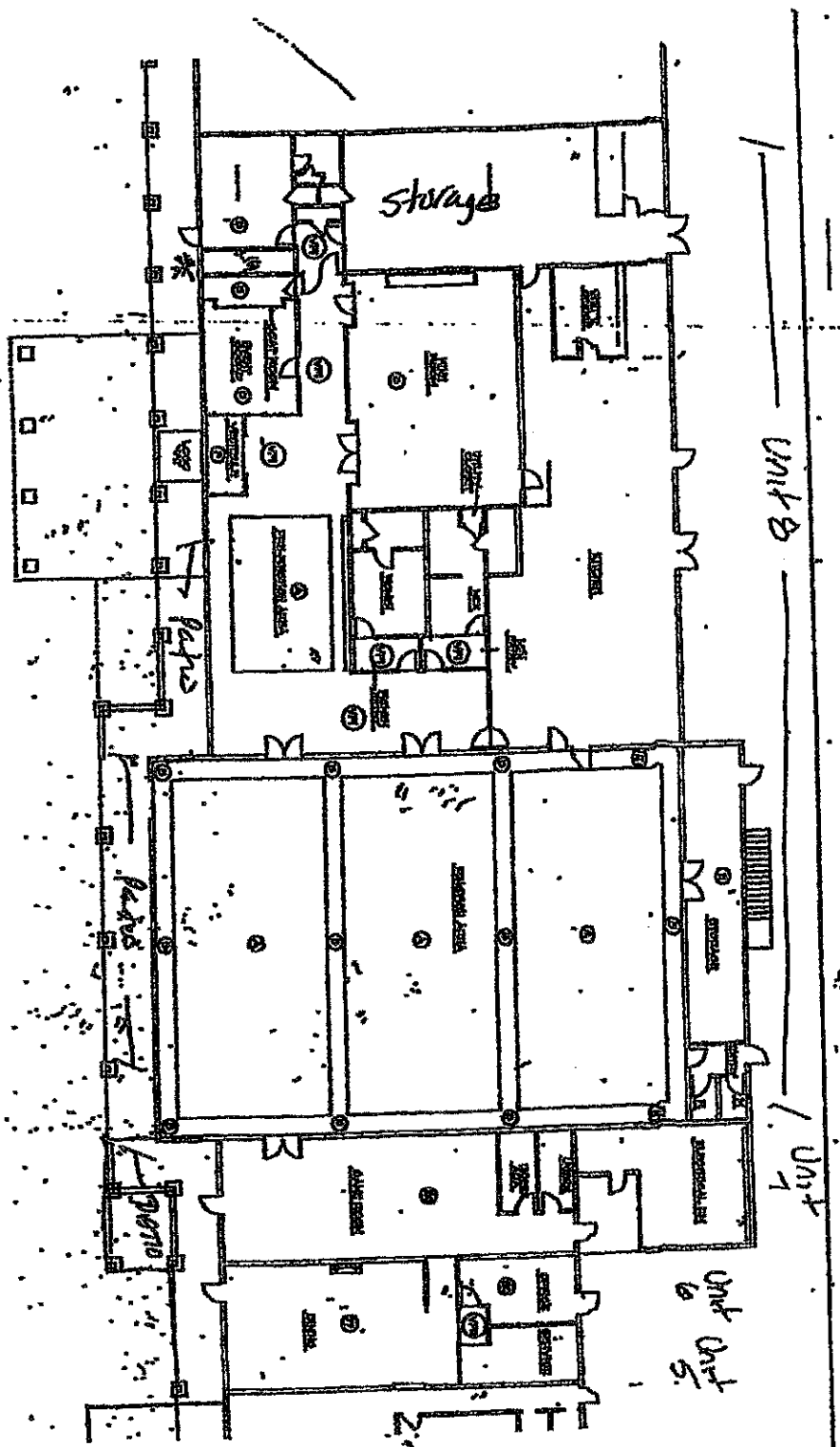
## Section VI Premises Floor Plan

In an effort to clearly define your license premise and the areas that consumption and storage of liquor authorized by your license type is allowed, the Bureau requires all applications to include a diagram of the premise to be licensed.

Diagrams should be submitted on this form and should be as accurate as possible. Be sure to label the following areas: entrances, office area, coolers, storage areas, display cases, shelves, restroom, point of sale area, area for on-premise consumption, dining rooms, event/function rooms, lounges, outside area/decks or any other areas on the premise that you are requesting approval. Attached an additional page as needed to fully describe the premise.

Please see attached

\* Locked Physical Storage



**FLOORING LEGEND**

1	Carpet
2	Hardwood
3	Tile
4	Concrete
5	Stucco
6	Plaster
7	Brick
8	Asphalt
9	Gravel
10	Other

**BERNARD M. ARTELL**  
ARCHITECTURE, INC.  
1000 10TH AVENUE, SUITE 100  
DENVER, CO 80202  
TEL: 333-1234

**ELIOT CORP.**  
1000 10TH AVENUE, SUITE 100  
DENVER, CO 80202  
TEL: 333-1234

**LEGEND**

**A7**

**GENERAL NOTES**

1. CONSULT ALL APPLICABLE CODES AND ORDINANCES.
2. ALL WORK SHALL BE IN ACCORDANCE WITH THE LATEST EDITIONS OF THE BUILDING CODES.
3. ALL MATERIALS SHALL BE OF THE BEST QUALITY AVAILABLE.
4. ALL WORK SHALL BE COMPLETED WITHIN THE SPECIFIED TIME FRAME.
5. ALL WORK SHALL BE SUBJECT TO INSPECTION AND APPROVAL BY THE LOCAL BUILDING DEPARTMENT.

**Section VII: Required Additional Information for a Licensee/Applicant for an On-Premises Liquor License Who are Legal Business Entities**

Questions 1 to 4 of this part of the application must match information in Section I of the application above and match the information on file with the Maine Secretary of State's office. If you have questions regarding your legal entity name or DBA, please call the Secretary of State's office at (207) 624-7752.

All Questions Must Be Answered Completely. Please print legibly.

1. Exact legal name: SHIPYARD BREWPUB I LLC
2. Doing Business As, if any: THE SHIPYARD BREWPUB/REGATTA ROOM
3. Date of filing with Secretary of State: 01/19/2005 State in which you are formed: MAINE
4. If not a Maine business entity, date on which you were authorized to transact business in the State of Maine:  
\_\_\_\_\_
5. List the name and addresses for previous 5 years, birth dates, titles of officers, directors, managers, members or partners and the percentage ownership any person listed: (attached additional pages as needed)

Name	Address (5 Years)	Date of Birth	Title	Percentage of Ownership
FRED M FORSLEY	8 western Ave Kennebunk, ME 04043	07/09/1960	MEMBER	100.0000

(Ownership in non-publicly traded companies must add up to 100%.)

SELECT BOARD AUTHORITY TO ACT ON THE FOLLOWING  
ADMINISTRATIVE MATTERS USUALLY ACTED UPON AT THE ANNUAL  
TOWN MEETING FOR  
FISCAL YEAR JULY 1, 2022 - JUNE 30, 2023  
Reference, Section 10-Referendum Town Meeting Ordinance

1. The Select Board is granted the authority to set tax dates in the month of November and the following May. Tuesday, November 15<sup>th</sup>, 2022, for the first half of property taxes, and Monday, May 15<sup>th</sup>, 2023 for the second half of property taxes, as the dates when interest on unpaid current tax amounts will begin to accrue. Taxes are due and payable at the time of the mailed demand.
2. To authorize the Select Board to establish the rate of 4% interest charged on each half of taxes after the November and May dates, such rate of interest not to exceed the maximum rate as established annually by the State Treasurer.
3. To Authorize the Select Board to set an interest rate of 2.0% to be paid on abated taxes for the fiscal year.
4. To Authorize the Tax Collector to accept prepayments of taxes not yet committed, pursuant to 36 MRSA, Section 506.
5. To Authorize the Select Board, when Town Meeting is delayed into the next fiscal year, to spend from Unassigned Fund Balance an amount per month not more than 1/12 of the appropriated amount of the current budget from 2022-2023, fiscal year July 1, 2022 June 30, 2023, until the required Town Meeting can be held.
6. To Authorize the Select Board, to annually execute signatures as may be required to borrow funds through Tax Anticipation notes, if necessary for cash flow, and to pay interest on said Tax Anticipation Notes from any general fund reserve.
7. To Authorize Select Board to pay tax abatements and applicable interest granted during the fiscal year 2022-2023, July 1, 2022- June 30, 2023, from the overlay account.
8. To Authorize the Select Board to dispose of Town-owned personal property under such terms and conditions as they deem to be in the best interest of the Town.
9. To authorize the Select Board, on behalf on the Town, to sell and dispose of any real estate acquired by the Town for non-payment of taxes thereon, on such terms as they deem advisable and to execute quitclaim deeds for such property. The Select Board must first request the advice of the Conservation Commission.

SELECT BOARD AUTHORITY TO ACT ON THE FOLLOWING  
ADMINISTRATIVE MATTERS USUALLY ACTED UPON AT THE ANNUAL  
TOWN MEETING FOR  
FISCAL YEAR JULY 1, 2022 - JUNE 30, 2023  
Reference, Section 10-Referendum Town Meeting Ordinance

10. To authorize the Select Board to receive insurance and/or other property damage restitution funds and to expend said receipts for materials and labor to correct said damages without further appropriations.
11. To authorize the Select Board to accept and appropriate or to reject any and all funds for grants, donations, and reimbursements during the fiscal year 2022-2023, for any Municipal Departments, Committee, Commission and/or project, to include but not limited to reimbursements from F.E.M.A. for any State declared emergencies, Community Development Block Grants, donations for the parks, and capital or program grants for Community Service Department.
12. Authorize the Select Board and Treasurer to borrow on notes or to appropriate money from Unreserved Fund Balance for any further amount needed for snow removal.
13. Select Board to make final determinations regarding the closing and opening of roads to winter maintenance, pursuant to 23 M.R.S.A. Section 2953.

Voted and approved by Select Board on August 11, 2022

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Richard Donhauser, Chairman

---

William Widi, Vice-Chairman

---

Robert McPherson, Secretary

---

Lauren Dow, Selectman

---

William Widi, Selectman

## Warrant 5

Jrnl	Check	Month	Invoice Description	Reference	Amount	Encumbrance
Description	Account	Proj				
<b>02854 Amazon Capital Services</b>						
0024	20832	01	RECYCLING BINS	16PT FDNM Q3N4		
RECYCLING BINS	E 20-25-24-50			309.00		0.00
	tation - Rep. & Maint / Bldg. Supp					
			Invoice Total-	309.00		
0024	20832	01	ENVELOPES	1JFW PJM7 GFPP		
ENVELOPES	E 20-25-20-40			27.96		0.00
	tation - Supplies / Office Supp.					
			Invoice Total-	27.96		
0024	20832	01	Sheet Protectors	1F31-N44M-LP7F		
Sheet Protectors	E 01-01-20-40			10.86		0.00
	Supplies / Office Supp.					
			Invoice Total-	10.86		
			Vendor Total-	347.82		
<b>00035 AMERICAN SECURITY ALARM, INC.</b>						
0024	20833	01	FIRE MONITORING	147318		
FIRE MONITORING	E 20-01-24-20			372.00		0.00
	Rep. & Maint / Bldg. Rep.					
			Vendor Total-	372.00		
<b>02085 Bowl-O-Rama</b>						
0024	20834	01	Camp Trip 7/7/2022	7/7/2022 CSD		
Camp Trip 7/7/2022	E 82-08-55-06			648.00		0.00
	C/D/S / Kids Play					
			Vendor Total-	648.00		
<b>01928 HUSSEY SEPTIC, INC.</b>						
0024	20835	01	PORTA POTTY RENTAL	P5935		
PORTA POTTY RENTAL	E 20-10-05-09			310.00		0.00
	Service Fees / Toilets					
			Vendor Total-	310.00		
<b>02475 Leaf</b>						
0024	20836	01	Town Hall Copier Lease	13452138		
Town Hall Copier Lease	E 01-01-10-30			754.66		0.00
	Contract Svc / Equip Lease					
			Vendor Total-	754.66		
<b>00587 MAINE MUNICIPAL ASSOCIATION</b>						
0024	20837	01	Worker's Comp	29850		
Worker's Comp	E 01-01-30-15			8,622.30		0.00
	Insurance / Work Comp					
			Vendor Total-	8,622.30		
<b>00898 MAINE RESOURCE RECOVERY ASSN.</b>						
0024	20838	01	ANNUAL MEMBERSHIP	MBR23 078		
ANNUAL MEMBERSHIP	E 20-25-06-55			250.00		0.00
	tation - P/W Service / Spec. Waste					
			Vendor Total-	250.00		
<b>01006 ME. MUNICIPAL EMPLOYEE HEALTH TRUST</b>						
0024	20839	01	Health Insurance Premium	July 2022		
Admin Health Premium	E 01-01-03-10			3,301.67		0.00
	Employee Exp / Health Ins.					
Land Use Health Premium	E 01-03-03-10			1,072.91		0.00
	Employee Exp / Health Ins.					
Clerks Health Premium	E 01-02-03-10			1,090.82		0.00
	Employee Exp / Health Ins.					
Public Works Health Premi	E 20-01-03-10			75.00		0.00



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Warrant 5

Jrnl	Check	Month	Invoice Description	Reference		
Description			Account	Proj	Amount	Encumbrance
Employee Exp / Health Ins.						
Police Health Premium			E 10-05-03-10		14,396.32	0.00
Employee Exp / Health Ins.						
CSD Health Premium			E 30-01-03-10		1,086.93	0.00
Employee Exp / Health Ins.						
KidsPLAY Health Premium			E 82-01-03-10		1,622.86	0.00
Employee Exp / Health Ins.						
Employee Portion			G 01-2230-00		4,938.78	0.00
Health Ins.						
Vendor Total-					27,585.29	
01916 NORTH COAST SERVICES, LLC						
0024	20840	01	RECYCLING	38482		
RECYCLING			E 20-25-06-55		183.02	0.00
tation - P/W Service / Spec. Waste						
Vendor Total-					183.02	
00619 S.A.D. # 35						
0024	20841	01	JULY SCHOOL ASSESSMENT	07/20/2022		
JULY SCHOOL ASSESSMENT			E 60-01-99-30		888,370.99	0.00
Misc. / MSAD #35						
Vendor Total-					888,370.99	
02064 Seacoast Printing						
0024	20842	01	Camp Shirts	6166		
Camp Shirts			E 82-02-03-15		3,033.50	0.00
Employee Exp / Uniforms						
Vendor Total-					3,033.50	
00649 SO. MAINE AGENCY ON AGING						
0024	20843	01	ANNUAL CONTRIBUTION	FY23		
ANNUAL CONTRIBUTION			E 06-10-60-05		1,500.00	0.00
Soc. Service / Agn./Aging						
Vendor Total-					1,500.00	
00725 TREASURER OF STATE						
0024	20844	01	BMV 6/30-7/7 2022	6/30-7/7 2022		
BMV 6/30-7/7 2022			G 01-2040-00		32,604.45	0.00
G/L DMV Regs						
Vendor Total-					32,604.45	
02979 Treasurer, State of Maine						
0024	20845	01	B.Martin Training	Annual Prop Tax		
B.Martin Training			E 01-01-03-05		175.00	0.00
Employee Exp / Training						
Vendor Total-					175.00	
00782 WHITE SIGN						
0024	20846	01	TURTLE SIGN	IVC122401		
TURTLE SIGN			E 20-01-24-56		554.66	0.00
Rep. & Maint / Sign Rep.						
Vendor Total-					554.66	
01044 York Region Chamber of Commerce						
0024	20847	01	Chamber Dues	MJune22-15		
Chamber Dues			E 30-01-03-01		230.00	0.00
Employee Exp / Dues						
Vendor Total-					230.00	

A / P Warrant

07/14/2022

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Page 3

Warrant 5

Jrnl	Check	Month	Invoice Description	Reference	
Description	Account		Proj	Amount	Encumbrance
			Prepaid Total-	0.00	
			Current Total-	965,541.69	
			EFT Total-	0.00	
			Warrant Total-	965,541.69	

WE THE SELECTMEN OF THE TOWN OF ELIOT AUTHORIZE THE TOWN TREASURER  
To disburse the sum of \$965,541.69 (Nine Hundred Sixty Five Thousand Five Hundred Forty One and 69/100) to pay the invoices on this warrant.

Lauren Dow

0460148AB470438...  
LAUREN DOW

Robert McPherson

22681BCD4D0043F...  
ROBERT MCPHERSON

RICHARD DONHAUSER

WILLIAM WIDI

Stanley Shapleigh

**A / P Warrant**

07/14/2022

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Page 1

Warrant 6

Jrnl	Check	Month	Invoice Description	Reference		
Description			Account	Proj	Amount	Encumbrance
<b>02921 Archipelago Law, LLP</b>						
0025	20848	01	Legal Fees - Odiorne	540		
Legal Fees - Odiorne			E 01-01-40-75		4,011.50	0.00
Reserve Acct / Legal Fees						
<b>Vendor Total-</b>					<b>4,011.50</b>	
<b>02888 AT&amp;T Mobility</b>						
0025	20849	01	PHONES	06282022		
PHONES			E 10-05-03-12		429.13	0.00
Employee Exp / Cell Phones						
<b>Vendor Total-</b>					<b>429.13</b>	
<b>01659 ATLANTIC RECYCLING EQUIPMENT, LLC</b>						
0025	20850	01	NEW BALOR	667526		
NEW BALOR			E 86-01-99-01		14,700.00	0.00
Misc. / Misc.						
<b>Vendor Total-</b>					<b>14,700.00</b>	
<b>00072 BERNSTEIN, SHUR, SAWYER &amp; NELSON</b>						
0025	20851	01	Legal Fees	4015444		
Legal Fees			E 01-01-40-75		65.00	0.00
Reserve Acct / Legal Fees						
<b>Invoice Total-</b>					<b>65.00</b>	
0025	20851	01	Legal Fees	4015446		
Legal Fees			E 01-01-40-75		582.36	0.00
Reserve Acct / Legal Fees						
<b>Invoice Total-</b>					<b>582.36</b>	
0025	20851	01	Legal Fees	4015447		
Legal Fees			E 01-01-40-75		980.00	0.00
Reserve Acct / Legal Fees						
<b>Invoice Total-</b>					<b>980.00</b>	
0025	20851	01	Legal Fees	4015445		
Legal Fees			E 01-01-40-75		49.00	0.00
Reserve Acct / Legal Fees						
<b>Invoice Total-</b>					<b>49.00</b>	
0025	20851	01	Legal Fees	4015448		
Legal Fees			E 01-01-40-75		56.00	0.00
Reserve Acct / Legal Fees						
<b>Invoice Total-</b>					<b>56.00</b>	
<b>Vendor Total-</b>					<b>1,732.36</b>	
<b>00109 CENTRAL MAINE POWER</b>						
0025	20853	01	Town Office Electricity	700000452548		
Town Office Electricity			E 01-01-15-02		22.11	0.00
Utilities / Electricity						
<b>Invoice Total-</b>					<b>22.11</b>	
0025	20853	01	PD Electricity	700000452547		
ELECTRICITY DELIVERY			E 10-05-15-02		22.11	0.00
Utilities / Electricity						
<b>Invoice Total-</b>					<b>22.11</b>	
0025	20853	01	POWER Rt236 - Beech Rd	700000453296		
POWER			E 10-30-15-02		17.34	0.00
Utilities / Electricity						
<b>Invoice Total-</b>					<b>17.34</b>	
0025	20853	01	POWER HL Dow Hwy	700000453294		
POWER			E 20-25-15-02		22.11	0.00
tation - Utilities / Electricity						

## Warrant 6

Jrnl	Check	Month	Invoice Description	Reference	Amount	Encumbrance
Description	Account	Proj				
Invoice Total-					22.11	
0025	20853	01	POWER Rte 236 Garage	700000453293		
POWER			E 20-01-15-02		17.36	0.00
			Utilities / Electricity			
Invoice Total-					17.36	
0025	20853	01	POWER Dixon Ave	700000452552		
POWER			E 70-15-15-02		17.34	0.00
			Utilities / Electricity			
Invoice Total-					17.34	
0025	20853	01	POWER	700000452549		
POWER			E 70-05-15-02		22.11	0.00
			Utilities / Electricity			
Invoice Total-					22.11	
0025	20853	01	POWER Main St	700000452550		
POWER			E 70-10-15-02		22.11	0.00
			Utilities / Electricity			
Invoice Total-					22.11	
0025	20853	01	POWER Route 236	700000452555		
POWER			E 10-30-15-02		17.34	0.00
			Utilities / Electricity			
Invoice Total-					17.34	
0025	20853	01	POWER New Kittery Rd	700000452554		
POWER			E 10-30-15-02		17.34	0.00
			Utilities / Electricity			
Invoice Total-					17.34	
0025	20853	01	POWER Cor State/Bolthill	700000453299		
POWER			E 10-30-15-02		17.34	0.00
			Utilities / Electricity			
Invoice Total-					17.34	
0025	20853	01	POWER Harold L Dow Hwy	700000453298		
POWER			E 20-25-15-02		17.36	0.00
			tation - Utilities / Electricity			
Invoice Total-					17.36	
0025	20853	01	POWER Route 236 Rd	700000452553		
POWER			E 10-30-15-02		17.34	0.00
			Utilities / Electricity			
Invoice Total-					17.34	
Vendor Total-					249.31	
00121 Cintas Corporation #758						
0025	20854	01	UNIFORMS	4121360721		
UNIFORMS			E 20-01-03-15		152.82	0.00
			Employee Exp / Uniforms			
Invoice Total-					152.82	
0025	20854	01	UNIFORMS	4122116891		
UNIFORMS			E 20-01-03-15		152.82	0.00
			Employee Exp / Uniforms			
Invoice Total-					152.82	
0025	20854	01	Uniforms	4122814273		
Uniforms			E 20-01-03-15		152.82	0.00
			Employee Exp / Uniforms			
Invoice Total-					152.82	
0025	20854	01	Uniforms	4123477553		
Uniforms			E 20-01-03-15		265.61	0.00
			Employee Exp / Uniforms			

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Warrant 6

Jrnl	Check	Month	Invoice Description	Reference	
Description	Account	Proj	Amount	Encumbrance	
			Invoice Total-	265.61	
			Vendor Total-	724.07	
00131 COMCAST					
0025	20855	01	Landline for CSD	6/18-7/17 2022	
Landline for CSD	E 30-01-15-03			184.21	0.00
	Utilities / Communicat.				
			Vendor Total-	184.21	
01766 ECO MAINE (MSW)					
0025	20856	01	MSW Contract	June 2022	
MSW	E 20-25-06-50			797.28	0.00
	tation - P/W Service / MSW Disposal				
			Vendor Total-	797.28	
00885 ELDREDGE LUMBER AND HARDWARE					
0025	20857	01	Boat Basin Paint	209052	
Boat Basin Paint	E 81-03-20-40			14.38	0.00
	Supplies / Office Supp.				
			Invoice Total-	14.38	
0025	20857	01	Boat Basin Pesticides	209350	
Boat Basin Pesticides	E 81-03-20-40			8.02	0.00
	Supplies / Office Supp.				
			Invoice Total-	8.02	
0025	20857	01	REPAIRS ON BLDG	508307	
REPAIRS ON BLDG	E 10-05-24-20			253.04	0.00
	Rep. & Maint / Bldg. Rep.				
			Invoice Total-	253.04	
			Vendor Total-	275.44	
02940 Fisher Auto Parts					
0025	20858	01	TRUCK FILTERS	460-220071	
TRUCK FILTERS	E 20-01-24-15			50.47	0.00
	Rep. & Maint / Veh. Rep.				
			Invoice Total-	50.47	
0025	20858	01	Oil, Grease	460-220042	
Oil, Grease	E 20-01-24-15			70.00	0.00
	Rep. & Maint / Veh. Rep.				
			Invoice Total-	70.00	
			Vendor Total-	120.47	
00816 IRVING OIL MARKETING, INC.					
0025	20859	01	GAS	34568633	
GAS	E 10-05-20-15			203.37	0.00
	Supplies / Gasoline				
			Invoice Total-	203.37	
0025	20859	01	GAS	34568637	
GAS	E 20-10-20-15			412.94	0.00
	Supplies / Gasoline				
			Invoice Total-	412.94	
			Vendor Total-	616.31	
02597 Key Ford of York					
0025	20860	01	FLEET MAINT	45230	
FLEET MAINT	E 10-05-24-15			870.70	0.00
	Rep. & Maint / Veh. Rep.				
			Vendor Total-	870.70	
00340 KITTELY WATER DISTRICT					

Jrnl	Check	Month	Invoice Description	Reference	
Description	Account	Proj	Amount	Encumbrance	
0025	20861	01	SEWER READINGS	07.05.22	
SEWER READINGS	E 70-01-05-70		1,149.00	0.00	
Service Fees / Sw/Meter					
Vendor Total-			1,149.00		
01467 LIBBY-SCOTT, INC.					
0025	20862	01	PAVING	522003	
PAVING	E 62-05-99-01		44,871.77	0.00	
Misc. / Misc.					
Vendor Total-			44,871.77		
01794 MAINE ASSOCIATION OF POLICE					
0025	20863	01	UNION DUES	6478	
UNION DUES	G 01-2235-00		480.00	0.00	
Union Dues					
Vendor Total-			480.00		
01295 MAINE BUILDING OFFICIALS AND					
0025	20864	01	MBOI Train/Member Mtng	1000423820	
MBOI Train/Member Mtng	E 01-01-03-05		25.00	0.00	
Employee Exp / Training					
Vendor Total-			25.00		
01205 MAINE WELFARE DIRECTORS ASSN.					
0025	20865	01	MWDA Training Malbert	1000426155	
MWDA Training Malbert	E 01-01-03-05		25.00	0.00	
Employee Exp / Training					
Vendor Total-			25.00		
00388 MainePERS					
0025	999999	01	Maine PERS	June 2022	
Admin	E 01-01-03-40		3,081.88	0.00	
Employee Exp / MPERS					
Land Use	E 01-03-03-40		2,578.71	0.00	
Employee Exp / MPERS					
Police	E 10-05-03-40		16,796.92	0.00	
Employee Exp / MPERS					
Public Works	E 20-01-03-40		2,590.87	0.00	
Employee Exp / MPERS					
CSD	E 30-01-03-40		1,428.66	0.00	
Employee Exp / MPERS					
Employee Contribution	G 01-2215-00		17,025.78	0.00	
MSRS/Employe					
Vendor Total-			43,502.82		
02774 Quadient Finance USA, Inc					
0025	20866	01	Postage Funds	6/16 Refill	
Postage Funds	E 01-01-20-05		1,000.00	0.00	
Supplies / Postage					
Vendor Total-			1,000.00		
02789 Rochelle Bishop					
0025	20867	01	S.Bishop Mileage June 22	June 2022	
S.Bishop Mileage June 22	E 01-01-03-06		86.58	0.00	
Employee Exp / Mileage					
Vendor Total-			86.58		
00648 SOUTHERN MAINE PLANNING					
0025	20868	01	TIF Sewer Expansion	16098	
TIF Sewer Expansion	E 62-04-10-35		560.00	0.00	
Contract Svc / Consulting					

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## Warrant 6

Jrnl	Check	Month	Invoice Description	Reference		
Description			Account	Proj	Amount	Encumbrance
Vendor Total-					560.00	
01753 TOWN OF KITTELY						
0025	20869	01	PUMP STATION CHECKS	712022		
PUMP STATION CHECKS			E 70-05-25-10		385.00	0.00
			Rep/Maint / Equ/Rep/Main			
Pump Station Checks			E 70-10-25-10		385.00	0.00
			Rep/Maint / Equ/Rep/Main			
Pump Station Checks			E 70-15-25-10		385.00	0.00
			Rep/Maint / Equ/Rep/Main			
Vendor Total-					1,155.00	
00782 WHITE SIGN						
0025	20870	01	BOLT HILL SIGN	IVC122245		
BOLT HILL SIGN			E 20-01-24-56		55.81	0.00
			Rep. & Maint / Sign Rep.			
Vendor Total-					55.81	
02844 WIN Waste Innovations						
0025	20871	01	C&D	240000047629		
C&D			E 20-25-06-55		367.15	0.00
			tation - P/W Service / Spec. Waste			
Vendor Total-					367.15	
Prepaid Total-					43,502.82	
Current Total-					74,486.09	
EFT Total-					0.00	
Warrant Total-					117,988.91	

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

Kristina M. Mully TO PAY THE INVOICES ON THIS WARRANT.

Kristina M. Mully  
Lauren Dow04C9115AB179438...  
LAUREN DOW

Robert McPherson

E2681BCD4D0040F...  
ROBERT MCPHERSON

RICHARD DONHAUSER

WILLIAM WIDI

Stanley Shapleigh





## Warrant 9

Jrnl	Check	Month	Invoice Description	Reference	Amount	Encumbrance
Description			Account	Proj		
<b>00000 2WAY COMMUNICATIONS SERVICE, INC.</b>						
0050	20872	01	Office Move	73203		
Office Move			E 20-01-20-40		238.75	0.00
			Supplies / Office Supp.			
Vendor Total-					238.75	
<b>02888 AT&amp;T Mobility</b>						
0050	20873	01	FD Cell Phones	06282022		
FD Cell Phones			E 10-01-03-12		107.72	0.00
			Employee Exp / Cell Phones			
Vendor Total-					107.72	
<b>00072 BERNSTEIN, SHUR, SAWYER &amp; NELSON</b>						
0050	20874	01	Legal Fees	4013062		
Legal Fees			E 01-01-40-75		1,008.00	0.00
			Reserve Acct / Legal Fees			
Invoice Total-					1,008.00	
0050	20874	01	Legal Fees	4013064		
Legal Fees			E 01-01-40-75		260.00	0.00
			Reserve Acct / Legal Fees			
Invoice Total-					260.00	
0050	20874	01	Legal Fees	4013065		
Legal Fees			E 01-01-40-75		224.00	0.00
			Reserve Acct / Legal Fees			
Invoice Total-					224.00	
Vendor Total-					1,492.00	
<b>02315 Coyote Club Wildlife Ed.</b>						
0050	20875	01	Youth Program CSD	March-May 22		
Youth Program CSD			E 81-11-05-41		3,510.00	0.00
			Service Fees / Program Exp			
Vendor Total-					3,510.00	
<b>02333 EcoMaine (Bulky)</b>						
0050	20876	01	Bulky Contract	June 2022		
Bulky Contract			E 20-25-06-55		2,538.26	0.00
			tation - P/W Service / Spec. Waste			
Vendor Total-					2,538.26	
<b>01393 HOME DEPOT CREDIT SERVICES</b>						
0050	20877	01	Milwaukee Package	5422321		
Milwaukee Package			E 20-01-20-25		667.00	0.00
			Supplies / Tool			
Invoice Total-					667.00	
0050	20877	01	Milwaukee Package	4014908		
Milwaukee Package			E 20-01-20-25		39.28	0.00
			Supplies / Tool			
Invoice Total-					39.28	
Vendor Total-					706.28	
<b>01928 HUSSEY SEPTIC, INC.</b>						
0050	20878	01	Porta Potty Rental Frost	P5618		
Porta Potty Rental Frost			E 20-10-05-09		310.00	0.00
			Service Fees / Toilets			
Vendor Total-					310.00	
<b>02671 JD's Drain Cleaning Inc.</b>						
0050	20879	01	Septic Trouble	4291		
Septic Trouble			E 20-10-05-09		95.00	0.00

## Warrant 9

Jrnl	Check	Month	Invoice Description	Reference	Amount	Encumbrance
Description			Account	Proj		
Service Fees / Toilets						
Invoice Total-					95.00	
0050	20879	01	Septic Trouble	3593		
Septic Trouble			E 20-25-24-20		360.00	0.00
tation - Rep. & Maint / Bldg. Rep.						
Invoice Total-					360.00	
0050	20879	01	Septic Trouble	3334		
Septic Trouble			E 20-25-24-20		265.50	0.00
tation - Rep. & Maint / Bldg. Rep.						
Invoice Total-					265.50	
Vendor Total-					720.50	
01467 LIBBY-SCOTT, INC.						
0050	20880	01	Paving Pine Ave	522004		
Paving Pine Ave			E 62-05-99-01		28,226.02	0.00
Misc. / Misc.						
Vendor Total-					28,226.02	
02711 Seabreeze Property Management LLC						
0050	20881	01	Street Sweeping	26351		
Street Sweeping			E 20-01-12-40		1,327.50	0.00
P/W Contract / Sweeping						
Vendor Total-					1,327.50	
00626 SEACOAST BUSINESS MACHINES						
0050	20882	01	CSD Qrtly Copier Contract	IN95726		
CSD Qrtly Copier Contract			E 30-01-10-30		421.94	0.00
Contract Svc / Equip Lease						
Invoice Total-					421.94	
0050	20882	01	CSD Qrtly Copier Overages	IN99190		
CSD Qrtly Copier Overages			E 30-01-10-30		362.37	0.00
Contract Svc / Equip Lease						
Invoice Total-					362.37	
0050	20882	01	CSD Qrtly Copier Contract	IN99312		
CSD Qrtly Copier Contract			E 30-01-10-30		44.00	0.00
Contract Svc / Equip Lease						
Invoice Total-					44.00	
Vendor Total-					828.31	
00906 W.B. MASON COMPANY, INC.						
0050	20883	01	DPW Water & Deposit	230693077		
DPW Water & Deposit			E 20-25-20-40		84.95	0.00
tation - Supplies / Office Supp.						
Invoice Total-					84.95	
0050	20883	01	DPW Receipt Books	230496829		
DPW Receipt Books			E 20-25-20-40		83.64	0.00
tation - Supplies / Office Supp.						
Invoice Total-					83.64	
0050	20883	01	DPW Water & Deposit	230403115		
DPW Water & Deposit			E 20-25-20-40		15.51	0.00
tation - Supplies / Office Supp.						
Invoice Total-					15.51	
0050	20883	01	WB Mason Credits	CM0851968		
Credit Memo			G 01-9999-00		-24.00	0.00
Clearing A/C						
Invoice Total-					-24.00	
0050	20883	01	WB Mason Credits	CM0851971		

## Warrant 9

Jrnl	Check	Month	Invoice Description	Reference		
Description			Account	Proj	Amount	Encumbrance
Credit Memo			G 01-9999-00		-6.00	0.00
		Clearing A/C				
			Invoice Total-		-6.00	
0050	20883	01	WB Mason Credits	CM0995428		
Credit Memo			G 01-9999-00		-24.00	0.00
		Clearing A/C				
			Invoice Total-		-24.00	
0050	20883	01	WB Mason Credits	CM0995427		
Credit Memo			G 01-9999-00		-6.00	0.00
		Clearing A/C				
			Invoice Total-		-6.00	
			Vendor Total-		124.10	
			Prepaid Total-		0.00	
			Current Total-		40,129.44	
			EFT Total-		0.00	
			Warrant Total-		40,129.44	

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  
E2681BCD4D0046F  
ROBERT MCPHERSON

\_\_\_\_\_  
RICHARD DONHAUSER

\_\_\_\_\_  
Stanley Shapleigh

\_\_\_\_\_  
WILLIAM WIDI

## Warrant 10

Jrnl	Check	Month	Invoice Description	Reference		
Description			Account	Proj	Amount	Encumbrance
<b>01445 Allegiant Care</b>						
0049	20884	01	Health Premium		September 2022	
Land Use			E 01-03-03-10		2,592.00	0.00
			Employee Exp / Health Ins.			
Clerks			E 01-02-03-10		2,946.00	0.00
			Employee Exp / Health Ins.			
DPW			E 20-01-03-10		7,318.00	0.00
			Employee Exp / Health Ins.			
Vendor Total-					12,856.00	
<b>00000 Andrea Fawcett</b>						
0049	20885	01	8/2 CSD Gazebo Concert		8/2/2022	
8/2 CSD Gazebo Concert			E 30-20-10-14		400.00	0.00
			Contract Svc / Contra/Maint			
Vendor Total-					400.00	
<b>00072 BERNSTEIN, SHUR, SAWYER &amp; NELSON</b>						
0049	20886	01	Legal Fees		4017935	
Legal Fees			E 01-01-40-75		789.00	0.00
			Reserve Acct / Legal Fees			
Invoice Total-					789.00	
0049	20886	01	Legal Fees		4017934	
Legal Fees			E 01-01-40-75		390.00	0.00
			Reserve Acct / Legal Fees			
Invoice Total-					390.00	
0049	20886	01	Legal Fees		4017933	
Legal Fees			E 01-01-40-75		840.00	0.00
			Reserve Acct / Legal Fees			
Invoice Total-					840.00	
Vendor Total-					2,019.00	
<b>00109 CENTRAL MAINE POWER</b>						
0049	20887	01	468 HL Dow Hwy Electric		700000452546	
468 HL Dow Hwy Electric			E 20-25-15-02		22.08	0.00
			tation - Utilities / Electricity			
Invoice Total-					22.08	
0049	20887	01	Greenacres Rd Electric		700000453295	
Greenacres Rd Electric			E 20-10-15-02		17.34	0.00
			Utilities / Electricity			
Invoice Total-					17.34	
0049	20887	01	Old Road Electric		700000453301	
Old Road Electric			E 20-10-15-02		17.34	0.00
			Utilities / Electricity			
Invoice Total-					17.34	
0049	20887	01	River Road Electric		700000453297	
River Road Electric			E 20-10-15-02		17.34	0.00
			Utilities / Electricity			
Invoice Total-					17.34	
0049	20887	01	11 Dixon Rd Electric		700000453300	
11 Dixon Rd Electric			E 70-15-15-02		17.34	0.00
			Utilities / Electricity			
Invoice Total-					17.34	
Vendor Total-					91.44	
<b>02552 CivicPlus, Inc.</b>						
0049	20888	01	Annual Web Hosting		229464	
Annual Web Hosting			E 01-01-10-11		2,425.22	0.00

## Warrant 10

Jrnl	Check	Month	Invoice Description	Reference		
Description			Account	Proj	Amount	Encumbrance
Contract Svc / Software						
Vendor Total-					2,425.22	
00131 COMCAST						
0049	20889	01	FD Cable 6/27-7/26	6/27-7/26 2022		
FD Cable 6/27-7/26			E 10-01-15-03		31.69	0.00
Utilities / Communicat.						
Invoice Total-					31.69	
0049	20889	01	DPW Cable 7/20-8/19	7/20-8/19 2022		
DPW Cable 7/20-8/19			E 20-01-20-40		122.42	0.00
Supplies / Office Supp.						
Invoice Total-					122.42	
Vendor Total-					154.11	
01513 Consolidated Communications						
0049	20890	01	Town Office Phones	7/18 to 8/17 22		
Town Office Phones			E 01-01-15-03		605.98	0.00
Utilities / Communicat.						
Invoice Total-					605.98	
0049	20890	01	FD Phones7/18-8/17	7/18-8/17 2022		
FD Phones7/18-8/17			E 10-01-15-03		303.22	0.00
Utilities / Communicat.						
Invoice Total-					303.22	
Vendor Total-					909.20	
00000 David Dealaman						
0049	20891	01	8/9/2022 Gazebo Concert	8/09/2022		
8/9/2022 Gazebo Concert			E 30-20-10-14		300.00	0.00
Contract Svc / Contra/Maint						
Vendor Total-					300.00	
01865 FASTENER WAREHOUSE						
0049	20892	01	Hardware & Stock	145278		
Hardware & Stock			E 20-01-24-05		348.50	0.00
Rep. & Maint / Sup. & Mat.						
Vendor Total-					348.50	
02940 Fisher Auto Parts						
0049	20893	01	Steering Parts	460-223806		
Steering Parts			E 20-01-24-15		95.70	0.00
Rep. & Maint / Veh. Rep.						
Vendor Total-					95.70	
02547 Gundalow Company						
0049	20894	01	8/4 CSD Sail Program	422		
8/4 CSD Sail Program			E 82-02-05-41		475.00	0.00
Service Fees / Program Exp						
Vendor Total-					475.00	
00265 HAYDEE'S PEST-FREE MANAGEMENT, INC.						
0049	20895	01	Pest Control DPW	164716		
Pest Control DPW			E 20-25-24-20		60.00	0.00
tation - Rep. & Maint / Bldg. Rep.						
Vendor Total-					60.00	
00000 Isaiah Bennett						
0049	20896	01	CSD Gazebo Concert			
CSD Gazebo Concert			E 30-20-10-14		300.00	0.00
Contract Svc / Contra/Maint						
Vendor Total-					300.00	

## Warrant 10

Jrnl	Check	Month	Invoice Description	Reference		
Description			Account	Proj	Amount	Encumbrance
<b>00352 LAWSON PRODUCTS, INC.</b>						
0049	20897	01	Wire Terminals		9309720289	
Wire Terminals			E 20-01-24-05		43.79	0.00
			Rep. & Maint / Sup. & Mat.			
Vendor Total-					43.79	
<b>01476 LIFESAVERS, INC.</b>						
0049	20898	01	Medical Defib		224478	
Medical Defib			E 86-01-99-01		2,208.00	0.00
			Misc. / Misc.			
Invoice Total-					2,208.00	
0049	20898	01	Medical Defib		223931	
Medical Defib			E 86-01-99-01		4,455.14	0.00
			Misc. / Misc.			
Invoice Total-					4,455.14	
Vendor Total-					6,663.14	
<b>00385 MAINE MUNICIPAL TAX COLLECTORS</b>						
0049	20899	01	K.McNulty Training		1000426615	
K.McNulty Training			E 01-01-03-05		55.00	0.00
			Employee Exp / Training			
Vendor Total-					55.00	
<b>00474 NORTHEAST HYDRAULICS, INC.</b>						
0049	20900	01	Air Line Supplies		80755	
Air Line Supplies			E 20-01-24-10		9.11	0.00
			Rep. & Maint / Equip. Rep.			
Vendor Total-					9.11	
<b>02980 PRC Industrial Supply</b>						
0049	20901	01	Conveyor Belt		1375094-01	
Conveyor Belt			E 20-25-24-10		1,314.76	0.00
			tation - Rep. & Maint / Equip. Rep.			
Vendor Total-					1,314.76	
<b>02773 Quadient Leasing USA, Inc.</b>						
0049	20902	01	Qrtly Postage Meter Lease		N9498634	
Qrtly Postage Meter Lease			E 01-01-10-11		432.81	0.00
			Contract Svc / Software			
Vendor Total-					432.81	
<b>00626 SEACOAST BUSINESS MACHINES</b>						
0049	20903	01	Quarterly Copier Fee CSD		IN102267	
Quarterly Copier Fee CSD			E 30-01-10-30		85.74	0.00
			Contract Svc / Equip Lease			
Vendor Total-					85.74	
<b>02717 Shredding on Site</b>						
0049	20904	01	Shredding for Town Office		0088319	
Shredding for Town Office			E 01-01-05-75		57.50	0.00
			Service Fees / Service Fees			
Vendor Total-					57.50	
<b>00648 SOUTHERN MAINE PLANNING</b>						
0049	20905	01	SMPDC Annual dues		16127	
SMPDC Annual dues			E 05-05-50-45		3,293.00	0.00
			Town Comm. / Plan. Bd.			
Vendor Total-					3,293.00	
<b>01972 THE WEEKLY SENTINEL</b>						
0049	20906	01	Public Hearing Notice		68594	

## Warrant 10

Jrnl	Check	Month	Invoice Description	Reference	Amount	Encumbrance
Description	Account	Proj				
Public Hearing Notice	E 01-01-50-45				117.00	0.00
Town Comm. / Plan. Bd.						
Vendor Total-					117.00	
00684 THERMO DYNAMICS, INC.						
0049	20907	01	HVAC Annual Contract	22-660		
HVAC Annual Contract	E 01-01-24-20				839.25	0.00
Rep. & Maint / Bldg. Rep.						
Vendor Total-					839.25	
00725 TREASURER OF STATE						
0049	20908	01	BMV	7/14-7/21 2022		
BMV	G 01-2040-00				21,821.79	0.00
G/L DMV Regs						
Invoice Total-					21,821.79	
0049	20908	01	BMV 7/7-7/14 2022	7/7-7/14 2022		
BMV 7/7-7/14 2022	G 01-2040-00				19,246.56	0.00
G/L DMV Regs						
Invoice Total-					19,246.56	
Vendor Total-					41,068.35	
01770 UNDERWOOD ENGINEERS						
0049	20909	01	Rt 236 Sewer/Water Ext.	18499		
Rt 236 Sewer/Water Ext.	E 62-04-12-50				51,305.01	0.00
P/W Contract / Engineering						
Vendor Total-					51,305.01	
00000 Will Parker						
0049	20910	01	Safety Boots			
Safety Boots	E 20-10-24-05				259.00	0.00
Rep. & Maint / Sup. & Mat.						
Vendor Total-					259.00	
02889 William Nichols						
0049	20911	01	7/26 CSD Gazebo Concert	7/26/2022		
7/26 CSD Gazebo Concert	E 30-20-10-14				500.00	0.00
Contract Svc / Contra/Maint						
Vendor Total-					500.00	
02295 Witmer Public Safety Group, Inc.						
0049	20912	01	Adapters	INV68247		
Adapters	E 10-01-24-15				99.56	0.00
Rep. & Maint / Veh. Rep.						
Vendor Total-					99.56	

Eliot

## A / P Warrant

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Warrant 10

Jrnl	Check	Month	Invoice Description	Reference	
Description	Account		Proj	Amount	Encumbrance
			Prepaid Total-	0.00	
			Current Total-	126,577.19	
			EFT Total-	0.00	
			Warrant Total-	126,577.19	

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

*Robert McPherson*

ROBERT MCPHERSON

LAUREN DOW

RICHARD DONHAUSER

Stanley Shapleigh

WILLIAM WIDI