

**Eliot Select Board Meeting
Thursday, June 11, 2020 at 5:30 pm
At the Eliot Municipal Offices
This meeting will be held "virtually"**

**** Activate Video Streaming and Microphones ****

AGENDA

- A. Call to Order:**
- B. Roll Call:**
- ~~C. Pledge of Allegiance: Forgo?~~**
- ~~D. Moment of Silence: Forgo?~~**
- E. Public Comment / Requests:**
- F. Approval of Minutes of Previous Meeting(s): Select Board Meeting of May 28, 2020**
- G. Department Head/Committee Reports:**
 - 1) Planning Board: Resignation of Ed Cielezco**
 - 2) PWD: Paving Bids 20-21 (Waive Bid Requirement)**
 - 3) Conservation Commission Recommendation: Retain Map 22 / Lot 4**
- H. Administrative Department/Department Head Reports:**
 - 1) Town Manager Report(s)**
 - a. COVID-19 Re-Opening Update**
 - 2) Town Meeting Public Hearing Notice June 25 – 7:00 PM at MMS Gym**
 - a. TIF Engineering - June 18 Workshop – 5:30 PM**
 - 3) Ambulance Service – Contract Renewal – No Cost**
 - 4) Municipal Advocacy – CARES Help for Localities**
 - 5) Nomination for MMA Legislative Policy Committee**
 - 6) Approve Warrants:**
 - a. A/P Warrant # 134 \$30,461.69**
 - b. A/P Warrant # 135 \$ 900.00**
- I. New Business:**
 - 1) MSAD 35 School Warrant Countersigned by the Select Board**
- J. Old Business:**
 - 1) Fogg Library MOU Proposal**
 - 2) Larry Goudreau: Real Estate Issue Follow Up – Legal Opinions**
- K. Selectmen's Reports:**
 - 1) Seeking Committee Members: New Building Committee / Combine with Capital Improvement and Energy Committee?**
- L. Executive Session:**
- M. Adjourn:**

Select Board Remote Meeting

June 11 2020 @ 5:30 PM

Remote Meeting Held via Zoom Due to COVID-19

Watch Meeting @ Town Hall Streams https://townhallstreams.com/towns/elliott_maine

Public Meeting Participation – Email

Send email inquiries / comments in advance or during the meeting to Town Manager, Dana Lee at townmanager@elliottme.org

Call 1-646-558-8656 *charges may apply depending on service provider

- **Enter Meeting Number: 967 1612 1095 followed by #**
- **Enter Meeting Code: 03903 followed by #**
- **You will now be connected by voice only to the meeting**

Communication / Participation Process

Once you are accepted into the meeting by the host you will be muted until the Chairman, and any Official Meeting Participants have ended their discussion on each agenda item. At this time, you along with any other call-in participants will be unmuted one by one in the order that you joined the meeting, asked to identify yourself and allowed the opportunity to ask questions or make comment. Once each caller has made comment / inquiry they will be muted again and the next caller will be opened for comment and so on. We do ask that you disconnect the call if you have no further comment. Any new callers or callers who still remain after each agenda item will again be called upon in the order the call was received. Thank you in advance for your patience and understanding, and we will do our very best to accommodate everyone's right to participate.

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May 28, 2020 5:30PM
(Remote Meeting)**

Quorum noted

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

B. Roll Call: Mr. Donhauser, Mr. Orestis Mr. Lytle, and Mr. McPherson.

C. Pledge of Allegiance recited - deferred

D. Moment of Silence observed - deferred

E. Public Comment:

5:34 PM Mr. (Larry) Gaudreau, Caslyn Drive, said that I believe that Ms. Painchaud made an administrative, or clerical, error when she prepared my taxes for the years 2017/2018 and 2018/2019. I don't know how she came up with the amount of \$145,300. It is certainly not in line with my neighbors in the amount of \$107,000, and others; that I am almost at 50% higher. You can see the numbers on Attachment 1 and I just wanted you to have the numbers in front of you to review. The two homes I refer to are roughly the same as mine. So, once again, I believe this was an administrative or clerical-type error where she inadvertently copied the wrong figure. We all make these kinds of mistakes. Attachment 2 details how I came up with the figure \$1,403 for a refund. It's simply a re-calculation of my taxes at the new evaluation that was done by Ms. Painchaud for 2019/2020. I'm not asking to have my evaluation changed. That's a very important point. Ms. Painchaud realized there was an error when she prepared the 2019/2020 tax bill and changed the evaluation herself to \$96,900, with no input from anyone else. I did not know that I was being overcharged until I received my 2019/2020 bill. This new evaluation puts me in line with my neighbors. In response to my communications, all the legal minds think that "municipal authorities have no authority to grant an abatement, to modify, or to adjust the evaluation of the property." under Title 36 M.R.S.A. §841. However, in my judgement, this is based on a request to change the evaluation. Again, I am not asking to change my evaluation. That has already been done. I believe the SB has the authority to grant me a refund if the error was administrative or clerical. I simply don't understand how a citizen can be punished if the Town made an error and now that citizen is forced to accept that financial error. If this was a commercial transaction, there would be no question but would simply refund me my money. I believe that if any of you were in this same situation, you would want your money back. I firmly believe that you have the authority to grant the refund for an administrative or clerical error. If you don't agree with that, then I'm asking you to grant my refund based strictly on humanitarian reasons. In summary, 'm not asking to change my evaluation. I'm simply asking to right a wrong, to correct an honest mistake that was made, and give me a refund. I'm retired, and like most retired folk, I'm on a

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fixed income and cannot afford this. This situation is just plain morally wrong!
Thank you for your time and consideration.

5:36 PM

Mr. Lee said that, first, for Mr. Gaudreau I would be happy to submit to MMA's legal department and/or our Town attorney to confirm some ability to make a refund to him. But, based on the statutes that we've reviewed when we gave Mr. Gaudreau his answer, the real problem at the time is that he didn't formally fill out an abatement application and it went passed 185 days. What he is saying, and I am listening carefully, is that he didn't know that this was going on so how could he have filed for an abatement process. So, I understand exactly where he's coming from. I think, to be fair to Mr. Gaudreau, we should get a legal opinion to see if, under an administrative-type of situation like this we had no way of knowing that he hadn't filed a formal abatement to get that money back. I think that's the only fair thing we can do for him. Ms. Painchaud further pointed out that because of the 185-day appeal period he also really can't even go to the County Commissioner now. I think Mr. Gaudreau is coming to you as a last resort and, if the MMA attorneys or Attorney Saucier grants us the authority to make a refund, I don't think anyone at Town Office cares, we just don't want to violate any law. If it's the SB's wish, I will stay in contact with Mr. Gaudreau, and you, check with our attorney and get a formal response and share that with Mr. Gaudreau and the SB so we know we are on legal grounds to make this refund.

5:37 PM

Mr. Donhauser asked Mr. Lee if he agreed that the Town made a mathematical error or computational error.

Mr. Lee said that I don't know that there was any computational error. One thing that people often get confused about is that there is a difference between mass appraisal and comps. What Mr. Gaudreau is doing is comps; so, if he was putting his house on the market, they would go to homes about the same size, same age, same relative condition, etc. and you do comps to find out how much that house is worth. In a mass appraisal system, you don't do that. We're arguably allowed to be +/- 10% because we take whole categories of houses and they go into a table. For example, if Mr. Gaudreau's house is brand new ('A' quality) and the houses next to him are 10 years old and would be a 'B' quality, then his house would be assessed for more money. I don't know anything about the actual assessment and I don't think that's important. What I think is important is that he is claiming it is an administrative error, that one of these things are not like the other, that this doesn't seem fair, and he wants to know legally if...he is saying that, morally, he should be getting his money back. Legally, can we do that. We don't want to set a precedent where this breaks the bank but this may be a unique case with Mr. Gaudreau and I'm certainly willing to look into it and spend a few dollars to give him a proper answer.

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87 **5:39 PM** Mr. Donhauser asked Mr. Gaudreau if that sounded like a solution to him.
88
89 Mr. Gaudreau reiterated that he is not questioning the original evaluation. It is
90 obviously wrong because Ms. Painchaud went back in and changed it herself with
91 no input from me or anyone else. She changed it to what I consider a fair, and
92 even low, new evaluation for the last taxes. Obviously, the prior evaluation was
93 wrong.
94
95 Mr. Lee said that it does make sense and I'm not trying to be difficult, here. When
96 you get your tax bill each year, you should really look at it and, if it looks
97 wrong...if you saw that valuation in 2018, the thing to have done is come in to let
98 us know it seemed too high.
99
100 Mr. Gaudreau asked why he would do that. He had no basis for doing that. I
101 mean, I got a bill and I paid it, plain and simple.
102
103 Mr. Lee said that I understand that and that is why we are looking at it potentially
104 as you didn't even know that you had to abate. It didn't look out of line, it's a bill,
105 you paid it, you don't really question it. I think if we check with the
106 attorneys/MMA and get a good, solid answer, which I think would be the fairest
107 to you.
108
109 Mr. Gaudreau said okay, adding that I just can't get beyond the fact that an error
110 was made. And that I have to pay just does not make any sense whatsoever.
111
112 Mr. Lee said that we're not sure of that just yet. Let me check with the attorney
113 because we may have some leeway to do something for you.
114
115 **5:42 PM** Mr. Gaudreau asked how you could not be sure. She already changed the
116 evaluation. How can you not be sure that the previous evaluation was not in error.
117
118 Mr. Lee said that there may be lots of reasons why that may be and I don't know
119 your property.
120
121 Mr. Gaudreau said that my home was brand new in 2016 just like the two that I
122 quoted. They're all in the same bag of nuts. They're all the same. They aren't
123 carbon copies but they are very closely similar. I'm sorry if I'm being a pain but I
124 just feel really frustrated that a citizen has to eat an error that was made. It just
125 doesn't make sense. It's morally wrong.
126
127 **5:43 PM** Mr. Orestis said that I think there is nothing more that this Board would like to do
128 than to give you that refund tonight. We just don't know that we are legally able
129 to do that without more research on our end. So, we aren't telling you no. We

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have to do the due diligence on our end so that we're not breaking any laws and I think that's important. I don't speak for this Board but, having been on this Board, I think we all feel for your situation and want to make sure we do whatever we can to make sure it's right. We just have to take the proper steps, allow Mr. Lee to reach out for legal advice, and have him come back to you with a solid answer rather than us doing something wrong that's against the law and have to be retracted down the road. I completely understand where you are coming from. Completely understand your frustration if there was an error made on our part. I'm sure that Mr. Lee will look into it. At the same time, we're going to do what's right by getting legal council to get an answer.

Mr. Gaudreau said that's alright, I guess. I don't know what else to say. I've presented the case as well as I possibly can and I firmly believe that an error was made in an administrative manner and the SB has the authority to refund.
(Interference at this time.)

5:45 PM Mr. Donhauser said that, for clarification, the computation of the tax rate to the assessed value, whatever it was, was done correctly. It's just that the assessed value appears to have been incorrectly stated, perhaps.
Mr. Lee said perhaps.

Mr. Orestis confirmed that Mr. Lee said that there was a 10% window. With the difference in that neighborhood, you are looking at \$107,000, \$100,000, and \$145,000. Quite a bit more than the 10% difference.

Mr. Lee agreed and I think that's why it's worth asking the question, if all these houses are very, very similar, new and so forth. We enter that data and it could be that, for example, she gets 1.5 acres instead of .15 acres and that would change it dramatically. I don't know that and, maybe upon review, she looked at it and changed it down and now it comes out to \$107,000. As Mr. Gaudreau said, people make mistakes, if it was a mistake. Let's see if the attorney says that it's in the SB's power if you feel that is due back to that gentleman, then give it back. If they will do that, I couldn't get a check out to him fast enough.

Mr. Gaudreau offered his notes to Mr. Lee, if it would help.

Mr. Lee agreed that would be helpful in clarifying your position.

F. Approval of Minutes of Previous Meeting(s)

5:48 PM Motion by Mr. Donhauser, second by Mr. McPherson, to approve the special SB minutes of April 16, 2020, as written.

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(Remote Meeting)**

173 **Roll Call Vote:**

174

175 **Mr. Donhauser – Yes**

176 **Mr. Lytle – (Mr. Lytle was having technical difficulties.)**

177 **Mr. Orestis – Yes**

178 **Mr. McPherson - Yes**

179

180 **Vote 3-0-1 to approve motion.**

181

182 **Motion by Mr. Donhauser, second by Mr. McPherson, to approve the**
183 **minutes of April 23, 2020, as written.**

184

185 **Roll Call Vote:**

186

187 **Mr. Donhauser – Yes**

188 **Mr. Lytle – (Technical difficulties)**

189 **Mr. Orestis – Yes**

190 **Mr. McPherson - Yes**

191

192 **Vote 3-0-1 to approve motion.**

193

194 **Motion by Mr. Donhauser second by Mr. McPherson, to approve the minutes**
195 **of May 14, 2020, as written.**

196

197 **Roll Call Vote:**

198

199 **Mr. Donhauser – Yes**

200 **Mr. Lytle – (Technical difficulties)**

201 **Mr. Orestis – Yes**

202 **Mr. McPherson - Yes**

203

204 **Vote 3-0-1 to approve motion.**

205

206 **G. Department Head/Committee Reports**

207

208 **5:54 PM 1) PWD: Public Sale of (3) Pieces of Equipment.**

209

210 This is informational to the SB. These items can be viewed on the Town website
211 for anyone who wishes to bid on them.

212

213 **5:56 PM 2) Capital Improvement and Energy Committee: Resignation of Jon Fiorella**

214

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(Remote Meeting)**

Mr. Donhauser moved, second by Mr. Orestis, that the Select Board accept the resignation of Mr. Jon Fiorelli, with regret.

Mr. Donhauser asked Mr. Lee to send Mr. Fiorelli a letter of thanks.

Roll Call Vote:

Mr. Donhauser – Yes

Mr. Lytle – (Technical difficulties)

Mr. Orestis – Yes

Mr. McPherson - Yes

Vote 3-0-1 to approve motion.

5:57 PM 3) Aging-in-Place Committee: Resignation of Jean Paulantonio

Mr. Donhauser moved, second by Mr. Orestis, that the Select Board accept the resignation of Ms. Jean Paulantonio, with regret.

Mr. Donhauser asked Mr. Lee to send her a letter of thanks.

Roll Call Vote:

Mr. Donhauser – Yes

Mr. Lytle – Yes

Mr. Orestis – Yes

Mr. McPherson - Yes

Unanimous vote to approve motion.

5:58 PM 4) CSD – Summer Program Memo

Mr. Donhauser said that it is unfortunate that it appears we are cancelling all our summer programs.

Mr. Lee agreed, especially as people start getting back to work. We just can't figure out a way to do it safely. Kittery is not having summer programs, either. Most towns are not doing summer camp programs as they don't have a facility big enough to social distance for 100 kids. It is impracticable to do. Monday we will be meeting about opening up the bathrooms at the Boat Basin, possibly on or about June 12th. We will continue with four 10-hour days at Town Hall probably through the end of the emergency declaration.

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H. Administrative Department

6:02 PM 1) Town Manager Report(s)

There was no comment.

a. COVID-19 Re-opening Plan

Mr. Donhauser said that I was quite impressed that our COVID-19 re-opening plan was actually addressed by the State and was published for other towns to use.

Mr. Lee said that town managers across the State of Maine are very close to one another and share all kinds of things with each other, As town managers, we are reaching out across the State asking for guidance. I have a tremendous staff. The Fire Chief and EMA Director were very helpful, as was the Police Chief and all my staff. We put together what we felt were guidelines that would make customers feel comfortable and us comfortable and still be open and still be able to meet their needs. We put it together and shared it with MMA and they recently put it out as a kind of prototype to towns that are thinking about trying to open up. Our plan had about 48 of the State re-opening list, out of 50, and the others were non-applicable. So, we thought we did a pretty good job given that we were shooting in the dark. It felt kind of good to see that. We've also had some pretty nice compliments from customers coming in.

6:05 PM b. Financial Reports

Mr. Lee said that our revenues are predictably down somewhat. The excise tax is going to come back in June and July. It's already picked up dramatically since we opened the doors back up. All the excise money we lost in April and May is coming back in pretty steady. Revenues are going to be down a little bit but, on the other hand, the furloughed CSD folks and not hiring summer help is an offset to CSD revenue. Speaking to the Treasurer today, it's looking pretty good. The only place we're actually over is on our legal budget, and we have a legal reserve for that very reason. The legal budget is mainly attributable to the formation of a new union, with attorney and negotiation fees. We are going to be doing some carry-forwards of some unspent money into the next year, which we will be talking with you about in the next 2-4 weeks. Other than that, we are doing very well departmentally. Budget to budget we've gotten the spending down, anticipating that revenues may not all be there.

Mr. Donhauser said that, looking at the expense report from a 30,000-foot level, our total budget was stated at \$17,900,488 and change and we have spent 14

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million of that budget; so we have under-expended our expenditures by over 3 million.

6:07 PM

Mr. Lee said that that also includes the schools; that schools are part of the overall tax commitment. So, just for the Town itself we are under-spending for this year. That is true and I believe you are seeing that with schools, as well.

Mr. Donhauser said that the 3 million under-spending is not directly related to the schools. We pay the schools what they budgeted. Also, our budget revenue equals the \$17,900,488 and we've collected year-to-date through May 21st \$17,444,082. That report is showing us we are only \$44,000 under our expected revenue.

Mr. Lee added that the Governor's order speaks to auditors that even the money you take in in July is actually attributable to the previous fiscal year budget. So, I'm still pretty sure that we are in pretty good shape, so far, hoping we don't see another rise in infections and shutdown. That would really hurt.

6:10 PM

2) Town Meeting Public Hearing Notice

This year, the public hearing for the warrant will probably be remote but we have scheduled the Marshwood Middle School gymnasium on June 25th at 7PM, if all goes well, taking precautions. The ballot material is up on the Town website. There will be a newsletter sent out to all residents probably within the next couple of weeks.

Mr. Donhauser moved, second by Mr. Orestis, that the Select Board is giving notice that the Select Board will hold a Public Hearing on Thursday June 25th at the Marshwood Middle School at 7PM.

DISCUSSION

Mr. Lee said that there is a possibility that we may have to move it back online. At this point, we believe we'll be okay, with social distancing, and potentially groups of over 50 people. The Superintendent has been pretty good about it and thinks we can do it, also.

DISCUSSION ENDED

Roll Call Vote:

Mr. Donhauser – Yes

Mr. Lytle – Yes

Mr. Orestis – Yes

**Draft SELECT BOARD MEETING
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Mr. McPherson - Yes

Unanimous vote to approve motion.

6:14 PM 3) TIF Engineering Update/Schedule

Mr. Lee said that we had a big kick-off meeting with Underwood Engineering, with all the items we discussed included in the SB packets. There is an update scheduled for June 18, a joint TIF/SB meeting July 9, then a final SB/TIF workshop on August 6 regarding the project's final scope. The timeline requires that everything be turned in to the Clerk by August 20. A map of the current and proposed properties is included in the SB packets, as well as a map of the proposed sewer main extensions. Additionally, Underwood Engineering has set up a portal for the Town of Eliot that has all the engineering work they are doing and I can give you access to that portal. The TIF Committee has been very busy and they are doing a very nice job.

6:18 PM 4) Update: Sidewalk Grant Meeting

Mr. Lee said that this is informational and very preliminary regarding MDOT grant money available to build sidewalks or for planning a sidewalk. Route 103 and State Road are being looked at for a planning grant to study feasibility of a sidewalk for one of these State roads, explaining the many issues that would have to be resolved in order to build a sidewalk on either road, but especially Route 103. I am looking at Route 103, first, as I think that makes sense and asked for input from the SB.

Mr. Orestis agreed Route 103 made sense to look at first but I'm a little biased on that one. From the conversations I've had, what would make the most sense would be to try to get to the Boat Basin or doing a run on State Road regarding usage.

Mr. Lee said that he could put both in the application. I do want to get working on a grant because it is part of the Aging-in-Place plan and part of having a nice, walkable Town.

Mr. Donhauser asked if there is ever any pushback by a property owner.

Mr. Lee said that the Town does have a right to do this with the ROW on the road but as you get into South Eliot, especially, those homes sit pretty close out by the road and some may not like walkers closer to their homes or a big tree removed that has been there for a long time, etc. That is part of the reason you need a feasibility study.

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Mr. McPherson talked about the battle to get the sidewalk in going past his house (across from Town Hall). It went through, was built, and is used all the time, especially now, and Main Street would probably be the same way. It's a battle but I think once it's completed people will really enjoy it.

6:26 PM 5) Frost Tufts Lighting RFP

Mr. Lee gave an update on the status of the RFP that the Capital Improvement and Energy Commission is working on, which will be sent out soon for electrical work/CMP for new poles. Also, we spoke about the Skate Park because, after July 1, we have some money to remedy the Skate Park situation. I'm hoping the three parks will come in around \$15,000 and we will have \$9,000 for the Skate Park.

6:29 PM 6) Approve Warrants

Mr. Mr. Donhauser moved, second by Mr. Orestis, to approve A/P Warrant #130 in the amount of \$909,356.30, dated May 13, 2020; A/P Warrant #132 in the amount of \$121,934.57, dated May 20, 2020.

Roll Call Vote:

**Mr. Donhauser – Yes
Mr. Lytle – Yes
Mr. Orestis – Yes
Mr. McPherson – Yes**

Unanimous vote to approve motion.

I. New Business:

There was no new business.

J. Old Business:

6:31 PM 1) William Fogg Library MOU Proposal

Mr. Lee said that one of the discussion points that has been up repeatedly over the past couple of years is, if the Town got more involved in funding the operational side of the Library, some SB members and Budget Committee have issued concerns that, if we are going to be funding, might we not want to have voting representation. Otherwise, we would just be a source of money and they could increase staffing and hours and drive up the operating costs without us having any

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say-so. In order to round out this Memorandum of Understanding (MOU) question is, I think, is that the Library Trustees would essentially like to see what we're thinking in terms of what does that representation look like. There is another big issue for them, of course. The Dr. William Fogg Trust was formed out of Massachusetts through probate, as I understand and it calls for three trustees, period. If we tried to amend the number of trustees, they would have to go back to probate; that they are checking with their attorney even now and asked us to postpone this. They've also asked the Budget Committee and/or the Select Board to think about and to draft, specifically, what a voting representation might look like and, for the Library, can we do that legally. They are encouraging us, as we go through the summer, to think about what exactly that would look like so that when we put that question on in November, which I think the SB has already committed to doing, that it's full and complete. I could draft something for the SB to tweak and ask the Budget Committee to do the same.

6:34 PM

Mr. Orestis asked if we are familiar with any scenarios that exist in the State where something similar has happened. I'm guessing you have done a preliminary search.

Mr. Lee said that there are all kinds of templates and protocols all across the State, with lots of examples of how to have participation on a utility board, a library board, etc. It isn't hard to find one and work on it but I would also like to see if the Budget Committee would also like to do it because they were fairly concerned.

Mr. Orestis was very supportive of having both write something up that they think is fair and then maybe combine the two, and the library, and what makes sense for all parties.

6:36 PM

Mr. (Jim) Tessier, Johnson Lane, said that I sent an email to the Town Manager today concerning the Library MOU, which he read. It discussed concerns about the lack of discussion by the SB and the huge \$72,000 budget increase from this year's budget and a \$52,000 increase in next year's budget amount. I was wondering what your thoughts are and when you want to discuss the MOU/budget increase because I think it's really, really important to figure out where the Town stands.

Mr. Donhauser said that my understanding of the process we are attempting to do is to get a question before the Town to see if they are in favor of some type of arrangement where we, as a Town, support that Library financially. I'm sure that each Board member has their own feeling about this. It provides services to many people in our community so I'm not sure that any individual on our Board should make that decision independently. In moving forward, we asked the Library

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Director to give us information on what that would look like. We're trying to get it into a referendum question before the Town to see if there is much support for it. The lack of discussion by the SB is not because we're not concerned about it, it's that we don't want to make the decision for the Town. We want the Town to make its own decision.

6:39 PM Mr. Orestis said that he agreed with Mr. Donhauser. We're at the point where we asked for a proposal and said that we would get something on the ballot so that the voters could make that decision. That's the point that we are at.

Mr. Tessier said that I agree, wholeheartedly, that you want the Town to make the decision and that the Library is a very, very valuable asset to the Town. However, everything I've heard from the Library Director is just stating how it would be split but I haven't heard any discussion about how we would actually control the costs. If the Town says yes, we're going to pay 'this' piece without any particular control, it kind of opens up our pocketbook to who knows how much it would increase. I do think it's important to have more discussion before something goes to residents on the ballot so they could understand how this could potentially get controlled.

6:41 PM Mr. McPherson asked Mr. Tessier if part of his concern was with salaries and benefits.

Mr. Tessier said that, for example, if you say to the Town that they are going to pay for all the salaries and benefits, then that's an open-ended amount unless there are some sort of controls in place. I'm not trying to tell you what the answer is, but that it seems to me that there should be some discussion about how that piece would be controlled.

6:42 PM Mr. Lee said that the discussion we just had basically, I think, fits what you're expecting or hoping to see and that is before the SB or Budget Committee, for that matter, takes a position on this, they are giving us an opportunity to say "At what price would this \$72,000 come. Do you require a voting seat on the board?" And, if that's the case, they may say forget it, they don't want us involved at all or, alternatively, if they don't want us involved then we may say we're against doing this. They are offering us an opportunity to describe how we would have a seat at the table to make sure that the budget stays reasonably well-controlled, as you have with the municipal budget.

Mr. Orestis said that I don't want to come across as rude but I don't know if, Mr. Tessier, you heard that discussion where I think it's an open invitation for us and the Budget Committee to put together a proposal on what controls, exactly, would be in place. I think Mr. Lee suggested potentially having seats but I think we can

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515 be as creative as we want to be with controls. It sounds like there's an open
516 invitation. One would be seats at the table or we could come up with something
517 else. So, I think, as a Board and then as a Committee, it would be on us to get
518 creative and figure out what controls we do want. Either they may tell us they
519 don't want anything to do with us and, if they don't meet our demands, we could
520 say we will continue as we have been.

521
522 **6:44 PM**

Mr. Tessier said to Mr. Orestis that I agree with all of that. I just feel that the
523 discussion piece needs to start so that we a plan in place from the Town side of
524 things and reach some agreement. It is a big issue and, yes, we have time but the
525 virus thing makes meetings more difficult and challenging. I think if we start
526 working together, we can come up with a solution.

527
528 Mr. Lee said that that is definitely on our radar. I'm going to put together a couple
529 different proposals like 'increases of such-and-such a percentage' or 'the annual
530 consumer price index', or 'as a cap, otherwise, it requires a special override';
531 something like that. I'm going to be working to come up with a solution and I
532 think it would be very prudent for the Budget Committee to think about what it
533 would take for you to feel comfortable to be involved in the Library any greater
534 than we are. I think it's an open-door invitation for you to do that, as a Budget
535 Committee, and come to us with a couple of ideas on how you would feel
536 comfortable. Maybe it's an LD1 number. I know that's a number that we'll get
537 closely with my budget. So, if we were to look to the Library to hold to a LD1
538 number, however you might define that, otherwise requires a certain extra
539 approval, or something like that. That's what they're saying. How would this
540 work and I think we're trying to work on how would it work, what would
541 motivate us to know that we have some control over the spending. I think we have
542 started that conversation tonight. I hope the Budget Committee will continue with
543 that conversation and forward to us any ideas you might have about the best way
544 to govern the Library if we're going to be as heavily involved as they are
545 suggesting.

546
547 **6:46 PM**

Mr. Tessier said that I think Mr. Lee has offered some very good, strong
548 suggestions right there. I don't hold a lot of faith in that we would be welcome to
549 add board members. The Library has been pretty adamant that they didn't want
550 that in the past. I think the part you are talking about, the financial controls, is a
551 prudent way to at least start the discussion and start thinking. Thank you for your
552 time.

**Draft SELECT BOARD MEETING
May 28, 2020 5:30PM (continued)
(Remote Meeting)**

K. Selectmen's Report:

6:47 PM 1) Seeking Committee Members

Mr. Donhauser said that we are seeking Building Committee members.

Mr. Lee said that we are also going to be looking at a resignation from the Planning Board on the next agenda so we could really use another Planning Board member. We are also looking for a member for the Capital Improvement and Energy Committee. So, if anyone has a background in any of those types of things or a citizen who wants to get involved and lend some wisdom, we're always looking for new people. We have three applicants for the Building Committee, right now, so get your names in, please.

L. Executive Session

There was no executive session.

M. Adjourn

There was a motion and second to adjourn the meeting at 6:49 PM.

VOTE

4-0

Motion approved

Respectfully submitted,

Ellen Lemire, Recording Secretary

Mr. Richard Donhauser, Chair

Date approved:

From Edward Cieleszko to the chair of the Eliot Board of Selectmen,

I volunteered to serve on the Planning Board to assist a branch of the citizens of Eliot's government. I wanted, with the myriad of ideas that were gathered through our meeting's comments and personal conversations along with a deference to constitutionally sound mandates from the state and federal governments, to help fashion ordinance for the good of our citizens. I also wanted to facilitate the greatest available use of an individual's land in a delicate balance with protecting the surrounding landowner's rights and the public's concerns using our rules of oversight granted by our charter, our code, and ultimately our citizens all.

I am now part of a town government where it is easier to go down and hand money over to a human being to buy a lottery ticket than it is to see a town officer about a problem. Why are we hiding in our homes while factories operate, lawns keepers work, buildings are being constructed, and boat yards are in full gear?

I now understand that the Planning Board is meeting by computer. I highly doubt that this form of meeting can pass constitutional muster if pressed, and will only stand if not fought. We are not meeting our responsibilities as a town government, to the applicants, or to the general population when access is denied to anybody that is not computer savvy. We cannot be frightened by seeing our neighbors yet rule on their interests.

I can understand the need for what is termed "social distancing" to allow more time to study the characteristics of this plague but there are practical ideas that I have heard from our townspeople that could be used. Deferment of licensing, permit, and registration requirements for a predetermined time will slow foot traffic into town hall if required. Planning Board and other meetings could be held in large venues to keep 6 foot social distancing between members and between the public by using our empty school gyms for all public meetings.

I have a hard time understanding how we, as a town, can snub our nose at the federal government in legalizing cannabis yet we blindly follow the most contradictory and flagrantly unconstitutional edicts from our state with no fight back. History teaches that every time extraordinary times called for government overreach, we have looked back in shame at what was done or rue the loss of our freedom that was never recovered.

I cannot be a part of this and, for the first time, feel sad for this great town I love. My only duty now is to hinder in any way possible the implementation of this direction the town has taken. I therefore write to you today to tender my resignation as a member of the Planning Board.

Edward Cieleszko



Town of Eliot
Public Works Department

476 Dow Highway
Eliot, Maine 03903

Phone: (207)-439-9451 • Fax: (207)-439-7017

G-2
CORRESPONDENCE #
SELECTMEN'S MEETING
06-11-20

To: Dana Lee, Town Manager
From: Steve Robinson, D.P.W. Director
RE: Paving Bids

On April 16, 2020 I reached out to 3 paving contractors on pricing for the 2020-2021 paving schedule. The contractors were:

- Pike Industries, Wells, Maine
- Belle & Flynn, Exeter, New Hampshire
- Libby Scott, Berwick, Maine

I have only received one bid in return, which was Libby Scott from Berwick, Maine.

It is my recommendation to award the bid to Libby Scott, for the price of \$413,560.00.

I look forward to discussing this with you.

Respectfully,

Steve Robinson
D.P.W. Director

.....

PO Box 817
Wells, Me. 04090
207-704-0525 Fax 704-0649
libbyscott@maine.rr.com
www.libbyscott.com

LibbyScott Inc.

May 12, 2020

RE: 2020 CIP

Mr. Steve Robinson
Town of Eliot Public Works
1333 State Road
Eliot, Maine 03903

Dear Sir,

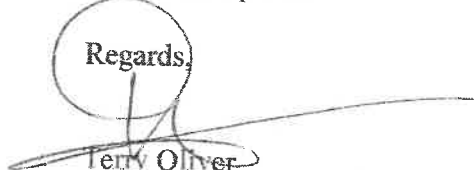
Libby Scott Paving Inc. is pleased to quote the following prices for paving and related work for the 2020 season:

1. Machine placed base mix asphalt..... \$76.50 per ton
2. Machine placed fine base mix asphalt..... \$77.50 per ton
3. Machine placed 12.5 mm surface mix asphalt..... \$78.50 per ton
4. Machine placed 9.5 mm surface mix asphalt..... \$79.50 per ton
5. Hand placed asphalt mixes..... \$155.00 per ton
6. Asphalt reclamation..... \$1.25 per sq. yd.
7. Reclaimer mobilization..... \$300.00 each
8. Fine grade..... \$1.00 per sq. yd.
9. Cold Plane..... \$25.00 per sq. yd.
10. Milling roadways..... \$2.45 per sq. yd.
11. Bituminous tack coat applied..... \$9.50 per gallon
12. Grade crew per hour..... \$325.00 per hour

This quotation includes an asphalt escalation/ de-escalation clause based on the price of liquid asphalt being \$540.00 per ton.

Regards,

Scott Holland, President


Terry Oliver
Estimator



.....

Town Manager

To: Kari Schank; Martine Painchaud; Kristina Goodwin (kgoodwin@eliotme.org); Richard Donhauser (rdonhauser@eliotme.org)
Cc: Alice Lynch; Lynn Bubley; Lisa Graichen Wise; karas
Subject: RE: Foreclosed Property and Conservation

You can walk that corridor – it is a right of way. I'll advise the SB that we should retain it as open space.

Dana

From: Kari Schank <kschank@yahoo.com>
Sent: Tuesday, May 12, 2020 7:27 AM
To: Town Manager <townmanager@eliotme.org>
Cc: Alice Lynch <alice@lynchweb.net>; Lynn Bubley <lynnbubley@yahoo.com>; Lisa Graichen Wise <lisa.graichen7@gmail.com>; karas <ckaras17@gmail.com>
Subject: Foreclosed Property and Conservation

Dear Dana,

At the Conservation Commission meeting on 6 May 2020, the Commission voted overwhelming to recommend that the foreclosed parcel (Map 22, lot 04) be set aside for conservation. This parcel is located within the Sturgeon Creek watershed which has been subject to development pressures over the years. Although the parcel is small, we think that setting aside this parcel for conservation may open the door to future conservation efforts in this important watershed. Please let me know if you have any questions or need me to prepare an official memo to the Select Board.

On a related note, a few members would still like to get eyes on the parcel. It looks like it may be accessible via the utility corridor that runs between 236 and State Road. Are we allowed to walk that corridor or do we need permission from the utility company?

Thanks,

Kari Moore, ECC Chair

Sent from my iPhone

Town Manager Report

CORRESPONDENCE # H-1
SELECTMEN'S MEETING
06-11-20

To: Board of Selectmen

From: Town Manager

Thrs., May 21 (from 8:15 am)

- Met with Town Clerk about next week, school voting question, meeting on 5/27
- Met with DPW; we have an issue with the new truck and trying to re-use a hitch system that is not going to work (too old / heavy), also finding an herbicide company (green); lots of poison ivy all over; also discussed boat basin prickly bushes and how to get in to cut them
- Confirmed a 7:30 am meeting with K.W.D. on June 3
- Reworked a bid form for three other pieces of old equipment at PWD that we want to sell; sent to be posted on web / Sentinel ad
- Did final agenda edits, typed a quick MDOT memo, printing docs for SB packets
- Called a lady back re: poison ivy on Greenwood Street
- Advised staff of a 5/27 staff meeting to discuss June operations
- Compared our re-opening operations to State guidance – nearly perfect
- Met with all Planning staff to review four tricky cases – two are somewhat COVID driven, unique requests – made plans on how to handle each case
- Received a letter that Ed Cieleszko is resigning from PB; advised SB, PB chair and staff
- Got a call about ongoing mask non-compliance at the Residences at Eliot Commons; followed up with the two Chiefs
- 40-50 more emails through the day so far
- Email conversation w/ Rep. Meyers about Child Welfare reports being way down now that teachers aren't seeing them in school; will discuss with other York County managers; requested report from police chief
- Communicated with engineers about a "reminder" letter to property owners where we received an easement for the project back in 2012
- Updated TIF timeline
- Confirmed steam cleaner at pavilion for 5/27
- Hired the 3rd launch attendant
- Took my shift as Lobby Monitor
- Advised CSD about use of courts by non-resident leagues; Eliot leagues and taxpayers get priority, but if not otherwise being used, it is okay
- Received back two legal opinions; one on Art 26 and one on remote meetings
- DPW looked into killing off poison ivy around town; vendor uses Roundup and says no safe herbicide exists for killing poison ivy; I said no; will research other means to deal with it
- The newsletter went to the printer / distributor

Fri., May 22 - CLOSED

Mon., May 25 – HOLIDAY

Tues., May 26 – VACATION DAY

44 Wed. May 27

- 45 • Read and responded to 60+ emails
- 46 • Stopped at Boat Basin to review steam cleaning – great job
- 47 • Met with DPW re: New Hire, June 3 Transfer Station up-staffing, additional truck cost
- 48 (can't re-use an assembly from old truck) – his operating budget can sustain it
- 49 • Held Zoom kick-off meeting on 236 KACTS study
- 50 • Met with CEO on a permitting issue
- 51 • Long chat with our TIF engineer
- 52 • Spoke to the Librarian about the MOU; representation on the Trustees; need to check
- 53 with probate attorney
- 54 • Worked on changing monthly meeting date with TIF Committee; reviewed timeline /
- 55 milestones
- 56 • Held an admin. staff meeting re: town office operations
- 57 • Wrote up a short announcement for the web site on limited hours through June 12; sent
- 58 for review
- 59 • Picked up money from weekend #1 from launch attendant
- 60 • Called a lady back about poison ivy; no real good answers; dig it up pre-winter

61 Thrs., May 28

- 62 • Read and responded to several emails
- 63 • Updated a letter to folks who granted the town a TIF easement; met to discuss mailing it
- 64 out (w/ the easements)
- 65 • Reviewed new boat launch season pass form; contacted HM / Launch about Season
- 66 passes
- 67 • Discussed a couple of unusual tax situation – death and dementia (tax lien time)
- 68 • Met with DPW re: culvert replacement at Dead Deck; paving Dixon Rd; Updated paving
- 69 schedule for Riverview; taking down the skate “bowl”; get a small building at Transfer
- 70 exclusively for selling bags – doesn't work at recycling center; getting the Frost Tufts
- 71 Lighting bid (revised) out next week to electricians (after July 1)
- 72 • Had a discussion about a planning issue
- 73 • Spoke to 3 selectmen through the day about meeting
- 74 • Did a shift at the entryway; people are being great
- 75 • Staff posted many agendas w/ directions on participating by Zoom and sent invitations
- 76 to many people for the many meetings; good job
- 77 • Discussed bathrooms / rentals at N=Boat Basin – meet on Monday; calling summer
- 78 cleaning service

79 Mon., June 1

- 80 • Read and responded to about 60 emails
- 81 • Assigned Assessor to help Maine Revenue Services find the proper addresses for tax
- 82 rebates; some came back undeliverable
- 83 • Received / reviewed / forwarded two sets of TIF documents
- 84 • Requested received template RFPs for sidewalk studies
- 85 • “Honor System” sign for boat basin came in; meeting at boat basin today re: bathrooms
- 86 • Sorted through SB packet; notified staff of decisions

- 87 • Sent Mr. Gaudreau tax question to attorney(s)
- 88 • Met with DPW – new summer help twisted an axle; discussed new hire; a “shed” at
- 89 Transfer Station for selling bags
- 90 • Still working with 2-way to synch my files onto laptop
- 91 • Just received resignation notice from Land Use Admin. Asst.
- 92 • Spoke to Librarian re: MOU
- 93 • Went to boat basin to meet PW and CSD re: sign / bathrooms
- 94 • Worked on one form of a Library-Town MOU; sent draft to SB
- 95 • Worked on hiring process to replace LUAA; help wanted ad, etc.
- 96 • Updated Spinney Creek Gate schedule; requested staff mail it to all abutters
- 97 • Spoke to TIF Chair for a while
- 98 • Contacted KACTS to get an update on planning effort / table of uses
- 99 • Spoke with MMA attorney re: Mr. Gaudreau’s tax question
- 100 • Picked up Boat Basin money on way home
- 101 • Jordan’s grandfather passed away and will be away for a couple of days

102 Tues., June 2

- 103 • Read and responded to overnight emails
- 104 • Reviewed TIF schedule / update calendar with meetings
- 105 • Contacted Engineer re: Meeting dates
- 106 • Worked with staff on posting the Frost Tufts Lighting RFP – figuring out embedded
- 107 files....
- 108 • Talked with staff re: hiring replacement LUAA
- 109 • Researched Conservation Commission’s authority over town-acquired land
- 110 • Drafted 6-11 agenda and sent out for edits / adds
- 111 • Started receiving resumes for LUAA position / additional advertising being done
- 112 • Reviewed CSD signs for Boat Basin Bathroom; honor system sign installed
- 113 • Met w/ TIF Chair on a couple of things
- 114 • Took a two-hour shift at front desk
- 115 • Toured one of the cannabis companies and answered some questions they had
- 116 • Revised SB agenda

117 Wed., June 3

- 118 • Had an early morning conference call with the Chairman, TIF Chair, engineers and
- 119 Kittery Water District Trustees
- 120 • Read and responded to several emails
- 121 • Lots of applications rolling in for LUAA position
- 122 • Requested more info on paving bid and on various “grills” at our parks – all need
- 123 welding, cleaning and repair
- 124 • Left a message with On Target about setting poles for new lights at park
- 125 • Asked Chiefs why they did not participate in recognition program
- 126 • Had IT work on our server; slowing; needed a patch
- 127 • More back and forth re: Whistleblower case

- 128 • Called back the copier guys and told them that we were disinterested. Their contract
- 129 language is way too one-sided
- 130 • Spoke to On Target guy and sent him RFP for Frost Tufts lighting project
- 131 • Met with DPW about several small matters
- 132 Thrs., June 4 (through 9 am)
- 133 • Reviewed 55 emails
- 134 • Did some final work on the SB Agenda materials
- 135 • Setting up site inspection at Frist-Tufts for lighting project bidder
- 136 • Responded to a resident interested in being on a committee; explained the duties /
- 137 mission of the 3 that she called about
- 138 •

CORRESPONDENCE # H-2
SELECTMEN'S MEETING
06-11-20

TOWN OF ELIOT, MAINE
OFFICE OF THE SELECT BOARD
1333 State Road, Eliot, ME 03903

PUBLIC HEARING NOTICE

AUTHORITY: ELIOT SELECT BOARD
PLACE: MARSHWOOD MIDDLE SCHOOL GYMNASIUM
626 H.L. DOW HIGHWAY (RT. 236)
DATE OF HEARING: THURSDAY, JUNE 25, 2020
TIME: 7:00PM

Notice is hereby given that the Select Board of the Town of Eliot, Maine will hold a public hearing on Thursday, June 25, 2020 at 7:00PM in said Town to hear public comment on Annual Town Meeting Warrant Articles Three through Thirty-Three to be voted by secret ballot on Tuesday, July 14, 2020.

Required COVID-19 social distancing practices will be in place based on the Governor's Order. Please be prepared to use a face covering, hand sanitizer if able and be seated with six foot (6') spacing.

All interested persons are invited to attend the public hearing and will be given an opportunity to be heard at that time.

Copies of the Annual Town Meeting Warrant, proposed ordinances, and proposed ordinance amendments are available at the Town Office and on the Municipal Website (www.eliotmaine.org).

Municipal Officers' Return

Eliot, Maine

Pursuant to 30-A M.R.S.A. §2528(5), we have this day, being at least 10 days before the hearing directed Wendy Rawski, Town Clerk to notify the inhabitants of said Town of a public hearing, to be held at the time and place, and for the purposes stated above, by posting a copy of said notice at the following public and conspicuous places in said Town: Eliot Town Office, Eliot Transfer Station, Eliot Post Office and William Fogg Library.

Given under our hands this 28th day of May, 2020.

Richard Donhauser, Chairman

Alexandros Orestis, Vice Chairman

Philip Lytle

Robert McPherson

**Municipal Officers
Eliot, Maine**

Communication Plan
Eliot TIF Sewer and Water Infrastructure
70% Design and Engineer's Opinion of Probable Cost
May 26, 2020

Project Stakeholders

Town of Eliot

1. Town Select Board

Role: Review policy decisions and appropriate project budgets. Be notified and briefed in advance of public outreach and meetings.

Contact:

2. Town Manager – Dana Lee

Role: Town primary communication liaison/point person for Design, Contracts/Funding, Internal Meeting, and Public Meeting review and coordination

Contact: townmanager@eliotme.org, (207) 439-1813 x 107

3. Public Works Director – Steve Robinson

Role: Town primary communication liaison/point person for Easements

Contact information: srobinson@eliotme.org, (207) 439-9451

4. TIF Committee Chairman – Ed Henningsen

Role: Town primary communication liaison/point person for internal meetings (w/Dana Lee)

Contact: ed-hi@comcast.net

5. Town Treasurer – Jordan Miles

Role: Alternate Town liaison for Contracts/Funding

Contact: jmiles@eliotme.org, (207) 439-1813 x 106

6. Assistance Administrator – Melissa Albert

Role: Alternate Town liaison for Public Meetings

Contact: malbert@eliotme.org (207) 439-1813 x 108

7. Town Fire Chief – Jay Muzeroll

Role: Town liaison for public safety/fire hydrant locations

Contact: eliotfirechief@hotmail.com (207) 451-0124

Underwood Engineers

1. Principal in Charge - Keith Pratt

Role: Responsible for all company operations.

Contact Information: kpratt@underwoodengineers.com, (603) 436-6192

2. Project Manager and Primary Contact – Cole Melendy

Role: Responsible for tracking project schedule, budgets, and design and will be the primary communication liaison for the Town.

Contact Information: cmelendy@underwoodengineers.com, (603) 496-6192

3. Lead Designer and QA/QC – Phil MacDonald

Role: Responsible for the project design and is an alternate communication liaison the for the Town.

Contact Information: pmac@underwoodengineers.com, (603) 496-6192

4. Project Designer – Steve Smith

Role: Project design and support for pumping stations.

Contact Information: ssmith@underwoodengineers.com, (603) 230-9898

5. Project Engineer – Josh Teixeira

Role: Provide engineering support throughout completion of the work

Contact Information: jteixeira@underwoodengineers.com, (603) 496-6192

Communications

The primary points of contact will be as follows:

- Town of Eliot: *Dana Lee*
 - Communications to other Town Departments, Staff, and Committees will be through the primary point of contact unless requested otherwise.
- Underwood Engineers: *Cole Melendy*

Anticipated Meeting Schedule and Action Schedule (Attached)

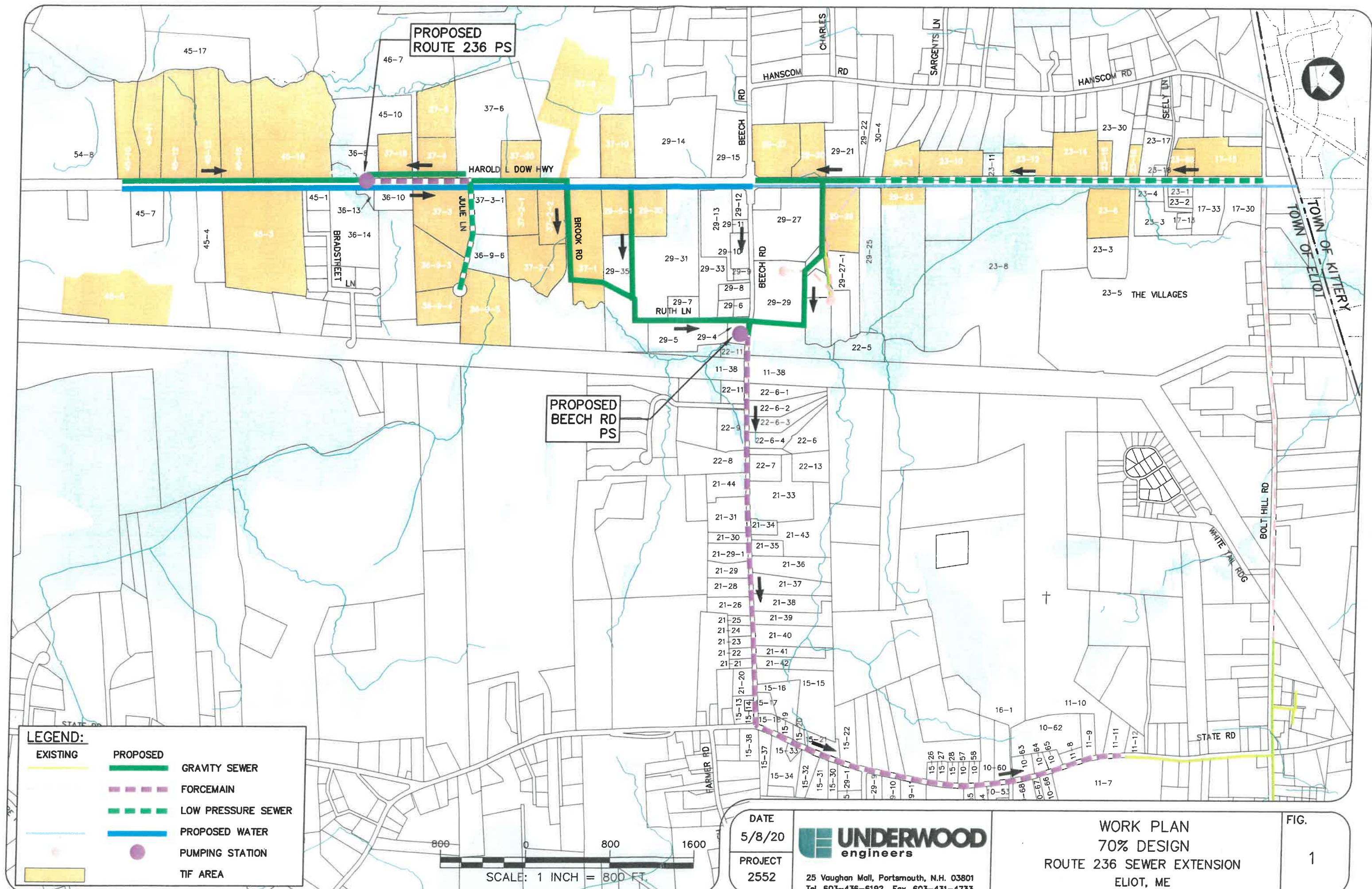
UE Communication Plan Meeting and Deliverable Schedule

Meeting	Date	Time	Attendees	Purpose	Actions/Schedule
Kittery Water District Mtg (via zoom invite from KWD)	3-Jun	7:50 AM	Selectboard Chair, Town Manager, TIF Chair, UE?	Discuss water main sizing, cost sharing, hydrant rental relief, individual services, etc.	1. UE to send draft brief discussion points and workplan to Town by Friday, May 29 . Town to forward talking points to KWD when final in advance of meeting.
TIF Comm. Mtg	4-Jun	6:00 PM	Town Manager, TIF Committee, UE	Monthly Meeting w/ UE. TIF/Town to indicate the form for UE's SB presentation.	1. UE to send draft workplans and discussion points to Town by Monday, June 1
Coordination w/ Kittery Sewer	TBD (Target Mid/Late-June)	TBD	Selectboard Chair, Town Manager, TIF Chair, UE	Planning level discussion related to: Eliot current flow allocations, recent Eliot quarterly flows, anticipated increased flows from TIF sewers, process for increasing Eliot's flow allocation with Kittery, flow triggers for required Eliot improvements (PS and FM), flow triggers for downstream Kittery improvements	1. UE to send draft summary memo and discussion points to Town Approx 1 week prior to meeting (Target Wednesday, June 17 for UE materials) 2. Town to schedule meeting with Kittery
Coordination w/ MDOT	TBD (Target Late-June)	TBD	Town Manager, TIF Chair, UE	Planning level discussion: Utility corridor alignment consensus, cross trenches, temporary pavement/traffic control requirements, traffic control in special sections (at bridges), final restoration requirements, planned MDOT project coordination	1. UE to send draft workplans and discussion points to Town by Wednesday, June 17 2. Town to schedule meeting with MDOT
SB Update at Regular Mtg	18-Jun	5:30 PM	Selectboard, Town Manager, TIF Committee, UE	UE to provide 10-12 minute presentation to update SB on TIF sewer/water design progress	1. UE to provide draft powerpoint (or other form if desired by the Town) for review by Tuesday, June 9 . 2. Town to provide comments to UE by Wednesday, June 10 3. UE to provide final version to Town for inclusion in SB packages by Thursday, June 11
TIF Comm. Mtg	2-Jul	6:00 PM	Town Manager, TIF Committee, UE	Monthly Meeting w/ UE. Focus on preparation for SB workshop.	1. UE to send draft workplans and discussion points to Town by Monday, June 29
Joint TIF / SB Early Workshop	9-Jul	6:00 PM	Selectboard, Town Manager, TIF Committee, UE	Discuss Any Final Options	1. UE to provide draft design plans (50%) for review by Monday, June 29 . 2. Town to provide comments to UE by Wednesday, July 1 3. UE to provide final version for inclusion by Town in SB packages by Thursday, July 2

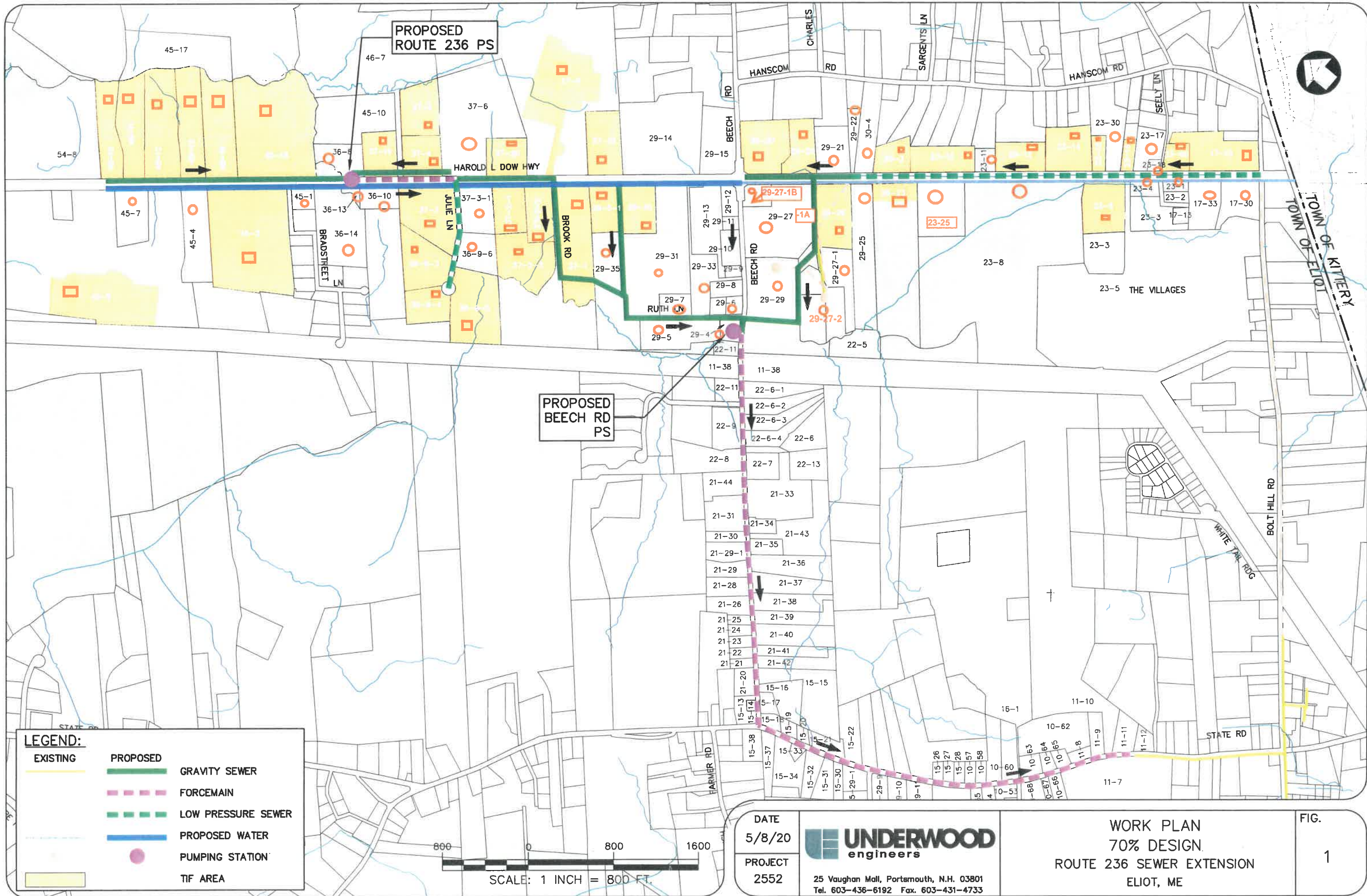
UE Communication Plan Meeting and Deliverable Schedule

Meeting	Date	Time	Attendees	Purpose	Actions/Schedule
SB / TIF Final Workshop	6-Aug	6:00 PM	Selectboard, Town Manager, TIF Committee, UE	Presentation of Design / Cost Est.	1. UE to provide draft design plans (70%) and cost estimates for review by Monday, July 27 .
					2. Town to provide comments to UE by Wednesday, July 29
					3. UE to provide final version for inclusion by Town in SB packages by Thursday, July 30
Public Information Session	13-Aug	6:00 PM	Selectboard, Town Manager, TIF Committee, UE	Public Information Session	August 6 final workshop materials to be used
SB Regular Meeting	20-Aug	5:30 PM	Selectboard, Town Manager	Sign November warrant, including TIF bonding article	
DEADLINE FOR CLERK	27-Aug				Signed Warrant

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06-11-20

AMBULANCE SERVICE AGREEMENT**TOWNS OF ELIOT, MAINE AND KITTELY, MAINE**

THIS AGREEMENT, made as of the 1st day of June 2020 by and between the Towns of Eliot, Maine and Kittery, Maine, both Maine Municipal Corporations (hereinafter called the TOWNS), and Stewart's Ambulance Service, LLC, A New Hampshire LLC (hereinafter called the CONTRACTOR).

WITNESSETH, that whereas the TOWNS have need for an ambulance service (hereinafter called the WORK), and the CONTRACTOR has demonstrated ability to conduct the work to the TOWNS satisfaction;

NOW, THEREFORE, the TOWNS and the CONTRACTOR, for the consideration of the mutual covenant and promises herein, the annual payment by the TOWNS to the CONTRACTOR of the sum of zero dollars (\$0.00), and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and set forth, the parties agree as follows:

1. SCOPE OF WORK

The Parties mutually agree that the purpose of the Agreement is to effectuate and encourage the furnishing of the most modern, expeditious, reliable, and professional emergency Advanced Life Support (ALS) Paramedic ambulance service and emergency Basic Life Support (BLS) ambulance service possible for those sick or injured persons within the TOWNS.

2. SCOPE OF UNDERTAKING

The CONTRACTOR represents that it possesses the necessary equipment, Maine and New Hampshire certified personnel, and technical expertise to perform the duties it has undertaken pursuant to this Agreement, including any and all duties which may become reasonably necessary to effectuate the Agreement, but not specifically delineated in the Agreement. The Parties agree that the obligations set forth herein continue throughout the term of this Agreement.

3. COMPENSATION BY TOWNS

The annual payment by the TOWNS to the CONTRACTOR for the services set forth in the Agreement will be the sum of zero dollars (\$0.00)

4. INVOICES AND PAYMENTS

The CONTRACTOR is entitled to payments made in the following manner:

Invoices: Each Towns' monthly invoice will be rendered on or before the fifteenth (15th) day of each month for the preceding month's work.

Payment: Payment by each Town to the CONTRACTOR, subject to deductions and claims, shall be made within thirty (30) days from the date of receipt of invoice.

5. TERMS

a. Unless terminated earlier as otherwise provided herein, this Agreement is for a term, commencing on the first (1st) day of July, 2020 at 00:00 am and terminating on the thirtieth (30th) day of June, 2024 at Midnight; with an option by the TOWNS to extend for an additional two (2) year period with the agreement of all Parties. Extensions will be at the same terms of the original Agreement unless agreed to otherwise by all Parties. The TOWNS shall give written notice to the CONTRACTOR of their intent to exercise the option within thirty (30) days of the end of original Agreement term.

b. Notwithstanding the foregoing, either Town reserves the right to cancel this Agreement for cause on seven (7) calendar days' written notice, certified mail, return receipt requested, if the CONTRACTOR fails to meet the following standards:

The CONTRACTOR agrees to uphold the service and response standards set forth in the original bid specifications. The CONTRACTOR must notify the TOWNS immediately if it fails to uphold any standard or specification in the contract. A failure to notify the TOWNS about any failure to uphold the standards and specifications set forth is considered a breach of the Agreement terms and conditions.

The CONTRACTOR agrees to possess and maintain sufficient equipment, materials and personnel to meet all requirements set forth in the bid specifications.

The CONTRACTOR agrees all bid prices must be maintained for the entire contract period.

The TOWNS shall state in their notice the specific reason(s) why the Agreement is being cancelled or not renewed. If the CONTRACTOR is adjudged as bankrupt, or if it should make a general assignment for the benefit of its creditors, or if a receiver should be appointed on account of its insolvency, or if it should refuse, or should fail, except in cases for which extension of time is provided, to supply enough properly skilled workers or proper materials or equipment, or if it should fail to make prompt payments to sub-contractors or for material or labor, or disregard laws, ordinances or instructions of the TOWNS or otherwise be guilty of a violation of any provision of the contract, then notwithstanding the foregoing, either Town reserves the right to cancel this Agreement for cause on seven (7) calendar days' written notice, certified mail, return receipt requested without prejudice to any other right or remedy.

6. INSURANCE

Throughout the term of this Agreement, The CONTRACTOR agrees to furnish at its sole expense and maintain insurance per the specifications and minimum limits set forth herein:

a. Commercial General Liability on an occurrence (as opposed to claims-made) basis with general aggregate limit applicable per project and per location. (ISO CG2503 and CG2504, or equivalents)

Each occurrence limit	\$1,000,000
General aggregate limit	\$2,000,000
Products/Comp. op. aggregate limit	\$2,000,000

An Additional insured provision is to apply for the TOWNS, their respective officers, officials, agents, and employees on a primary, non-contributory basis. Coverage for contractual liability is to be included for the indemnification provisions of this Agreement:

b. Automobile liability for owned, hired, and non-owned autos with a combined single limit each accident of \$1,000,000.

c. Workers' compensation insurance to comply with the requirements of MAINE statutes, plus employers' liability for:

Each accident:	\$500,000
Each employee (disease)	\$500,000
Policy limit (disease)	\$500,000

d. Ambulance services professional liability in amounts of:

Each occurrence limit	\$1,000,000
Aggregate limit	\$2,000,000

e. Umbrella liability in amounts of:

Each occurrence limit	\$10,000,000
Aggregate limit	\$10,000,000

Umbrella liability must be excess over all underlying LIABILITY coverage

All policies shall be so written that the Eliot Town Manager and Kittery Town Manager will be notified of cancellation or restrictive amendment at least thirty (30) days prior to the effective date of such cancellation or amendment. A certificate of insurance from CONTRACTOR'S insurance carrier showing at least the coverage and limits of liability specified above and the inception and expiration dates shall be filed with the TOWNS at least seven (7) calendar days before operations are begun. Such certificate shall not merely name the types of policy provided, but shall specifically refer policies to these specifications and shall state that such insurance is as required by these specifications.

7. COMPLIANCE WITH THE LAW

The CONTRACTOR agrees to be in compliance at all times with all Federal and States of Maine and New Hampshire Emergency Medical Service (EMS) rules and regulations per the respective States' Department of Public Safety EMS Divisions, legislation and the rules and regulations promulgated thereunder; the applicable laws, rules and regulations of the Town, State, and Federal Agencies and as requested by the Eliot and Kittery Fire and Police Departments, hereinafter referred to as the "Standards". In the event that the Contractor becomes aware of any material change in Town, State, or Federal standards, it shall notify the TOWNS in writing within fifteen (15) calendar days of having become aware of the change.

8. GENERAL TERMS AND CONDITIONS

a. Any Advertisement, Request for Proposals, the Information for Bidders, the Proposal, this Agreement, the Bonds, the General Conditions of the Agreement, the Agreement Specifications and any Addenda comprise the Agreement Documents; the Agreement Documents are as fully a part of this Agreement as if repeated herein; and the Agreement Documents, taken together, constitute the Agreement. The more stringent provisions of the terms set forth in the Agreement document shall prevail.

b. Work will not begin without receipt of an executed Agreement.

c. In accordance with Section 504 of the (Federal) Rehabilitation Act of 1973 and 31 Code of Federal Regulations Part 51, the CONTRACTOR pursuant to these General Requirements agrees to certify to the TOWNS that said CONTRACTOR does not discriminate in its employment, procurement, and marketing activities on the basis of race, creed, color, national origin, sex, handicap or age.

d. The TOWNS, without invalidating the Agreement, may order extra work or make changes by altering, adding to, or deducting from the work. All such work must be executed under conditions of the original Agreement. In giving instructions, the Eliot Town Manager or the Kittery Town Manager or their project directors have authority to make minor changes in the work not involving extra cost and consistent with the purposes of the work; but otherwise no extra work or change may be made unless in pursuance of written Agreement amendment signed by the TOWNS and no claim for addition to the Agreed sum is valid unless so ordered.

e. The CONTRACTOR agrees to not assign the Agreement or any part thereof, or sublet it or any part thereof, without previous written consent of the TOWNS.

f. The CONTRACTOR agrees to show proof that it has sufficient equipment, equipment operators and a sufficient number of qualified and experienced employees to properly and efficiently accomplish the work. The CONTRACTOR agrees to furnish proof of its financial ability to start, operate and complete the work in the form of a Performance Bond in the amount of one hundred thousand dollars (\$100,000) and a Payment Bond (see section 8h below). Said Bonds must be executed yearly, be obtained prior to the execution of the initial Agreement, and are a condition precedent to the execution of the Agreement, and each and any renewal thereof.

g. The CONTRACTOR agrees to indemnify and hold harmless the Towns of Eliot and Kittery, their respective officers, officials, agents, and employees, from and against any claims on account of bodily injury (including death) and/or property damage (including loss of use thereof), plus reasonable attorney fees, arising or alleged to have arisen out of the performance or non-performance of the Agreement due to the negligence of the CONTRACTOR, its agents, employees, subcontractors, or others for whom the CONTRACTOR is responsible.

This indemnification provision survives termination of this Agreement.

h. The CONTRACTOR agrees to furnish a Payment Bond in a form acceptable to the TOWNS, executed by a surety company duly authorized to do business in the State of Maine in the amount of fifty thousand dollars (\$50,000) as security for payment of all persons performing

labor and furnishing materials and equipment in connection with this Agreement. Said bond must be executed yearly, be obtained prior to the execution of the initial Agreement, and is a condition precedent to the execution of the Agreement, and each and any renewal thereof.

i. The CONTRACTOR agrees to hold the TOWNS harmless from all and any claims, liens, demands or bills for labor and/or materials furnished or delivered in the performance of this Agreement, and agrees to indemnify the TOWNS against all loss, damage or costs, legal or otherwise, ensuing from the same.

j. No officials of the Towns of Eliot and Kittery or their agents or employees may be held personally responsible by CONTRACTOR, his agents or employees for any liability arising under the Agreement.

9. SEVERABILITY

If any part of this Agreement is found to be void or legally unenforceable, all remaining provisions continue to be binding and valid, and those unenforceable sections are to be interpreted if possible to best reflect the intention of the parties.

10. GOVERNING LAW

This Agreement is governed and enforced by the laws of the State of Maine.

11. NOTICES

All notice and other communications hereunder must be in writing and are deemed to be given and to satisfy any notice requirements contained in this Agreement, and when delivered in fully legible form and sent by certified mail, return receipt requested. Notices must be addressed to CONTRACTOR or TOWNS at their address's set forth below:

In the case of the TOWNS:

Town Manager
Town of Kittery, ME
200 Rogers Road
Kittery, ME 03904

Town Manager
Town of Eliot, ME
1333 State Road
Eliot, ME 03903

In the case of the CONTRACTOR:

Justin Van Etten; Chairman
Stewart's Ambulance Service, LLC
20 Foundry Ave
Meredith, NH 03253

12. SPECIAL CONDITIONS

a. The CONTRACTOR shall furnish all the dedicated Emergency Ambulance services, with all services incidental thereto, for the transportation of Eliot and Kittery patients to area medical facilities. Service will be under the general direction of staff from the Eliot and Kittery Police and/or Fire Departments.

b. The CONTRACTOR agrees to provide ambulance(s) customarily assigned to Eliot and Kittery with functioning mobile and portable two-way radios, on such frequencies that communication is obtained between the Ambulance, the current Dispatch Communications Center, Towns of Eliot and Kittery Public Safety Vehicles, and with other emergency ambulance service response coordinating agencies and Emergency Room Facilities. Dispatch for emergency ambulance service shall be performed by the Kittery Police Dispatch Communication Center (Kittery Dispatch). Dispatch will be direct from Kittery Dispatch to the CONTRACTORS emergency ambulance service located at 25 Walker Street in the Town of Kittery, Maine, or to a location to be decided and agreed upon at a later date, or directly to the ambulance when not in station. Whenever the ambulance is dispatched to an emergency call, it shall log in with the Kittery Police Dispatch Communications Center at the time of dispatch, and maintain communications throughout the incident, until closure. The CONTRACTOR agrees to annually pay the Town of Kittery, upon invoice, the sum of sixteen thousand dollars (\$16,000) for EMS dispatch services. Quarterly payments in the amount of four thousand dollars (\$4,000) shall begin at the time of Agreement commencement and continue through the life of the Agreement. The TOWNS, valid government entities legally empowered to regulate the provision of EMS within their respective municipalities, have entered into this Agreement with CONTRACTOR in a manner consistent with relevant government contracting laws. The TOWNS acknowledge and certify that the price paid for dispatch services is an approximate cost of these services and the CONTRACTOR is not overpaying for these services. Parties acknowledge and certify that the dispatch fee will not be tied directly or indirectly to the volume or value of referrals.

c. In the event of simultaneous calls for emergency medical service and/or overlapping calls for emergency medical service, the CONTRACTOR agrees to have sufficient staffing and equipment capable of responding within a reasonable time, with one or more additional ambulance(s) as the incident(s) may require. In case of medical necessity, the CONTRACTOR agrees to furnish transportation while also simultaneously maintaining backup coverage. The licensure level of one or more additional ambulance(s) is at the discretion of the CONTRACTOR but must always maintain BLS minimum coverage. The CONTRACTOR agrees to provide the TOWNS one (1) 24 hour/7 days per week/365 days per year dedicated Paramedic ambulance housed at 25 Walker Street in Kittery or at a mutually agreed upon location at a later date. The CONTRACTOR agrees to also provide an additional/secondary 24 hour/7 days per week/365 days per year Paramedic ambulance housed at 25 Walker Street, Kittery or at a mutually agreed upon location at a later date, that is dedicated to the TOWNS for two thousand and eighty (2080) hours and available for emergency ambulance calls when not on inter-facility transports. The 2080 dedicated hours must be scheduled at the TOWNS discretion and may be changed based on conditions. The CONTRACTOR agrees to subsidize additional dedicated hours from the secondary Paramedic ambulance when requested by the TOWNS at the rate of eighty dollars (\$80.00) per unit hour and for a minimum of four (4) hour daily increments. The CONTRACTOR agrees to establish mutual aid agreements with other communities and private ambulance services with written approval of the TOWNS.

d. The CONTRACTOR agrees all vehicles utilized within the TOWNS must be properly insured, registered, and maintained, and display a valid Motor Vehicle Inspection sticker at all times during the life of this contract. All drivers/emergency personnel must at all times hold all professional, regulatory and administrative certifications required for the work. All driver/operators of ambulance apparatus must be accredited Emergency Vehicle Operators.

The CONTRACTOR agrees the primary paramedic ambulance must be no older than five (5) years of age and have no more than 200,000 miles on the odometer.

e. The CONTRACTOR agrees to meet an ALS average response time of six (6) minutes, fifty-nine (59) seconds 90% of the time for the Town of Kittery and an ALS average response time of eight (8) minutes, fifty-nine (59) seconds 90% of the time for the Town of Eliot. These response times are committed based on the ambulance being within the TOWNS limits and available for service.

f. The CONTRACTOR agrees to meet a BLS average response time of six (6) minutes, fifty-nine (59) seconds 60% of the time for the Town of Kittery and a BLS average response time of eight (8) minutes, fifty-nine (59) seconds 60% of the time for the Town of Eliot. These response times are committed based on the ambulance being within the TOWNS limits and available for service.

g. The CONTRACTOR agrees to provide training at no cost to the TOWNS' Public Safety personnel (Fire and Police) to maintain First Responder certification. Instructors, curriculum, and schedule will be reviewed and approved by the respective Fire Chiefs of Eliot and Kittery.

h. The CONTRACTOR agrees to house CONTRACTOR vehicles, equipment and personnel in 25 Walker Street, a Kittery town-owned building or at a mutual agreed upon location at a later date. A separate lease will be written and attached as Addendum to this Agreement.

i. The CONTRACTOR agrees monthly run reports and response time data will be sent to Towns of Eliot and Kittery Fire Chiefs. The data will include all incidents and response times.

j. The CONTRACTOR agrees to forward to the TOWNS the CONTRACTOR'S usual and customary billing rates. They will be forwarded at the commencement of the contract and on the fifteenth (15th) of January of each contract year.

k. The CONTRACTOR agrees to maintain Global Positioning System (GPS) capability/vehicle location capability using the existing Kittery Dispatch software in each ambulance with position/location indication to the current Dispatch Center.

l. The CONTRACTOR agrees to provide ambulance standby service for TOWNS' Fire and Police Departments at their request and at no additional cost.

m. The CONTRACTOR agrees to working with the TOWNS' Fire Departments in maintaining a comprehensive incident scene rehabilitation program.

n. The CONTRACTOR agrees to letter the primary assigned ambulance apparatus stating "Servicing the Towns of Eliot and Kittery" (or something similar). Ambulance exterior wrap design and lettering is to be approved by the TOWNS' of Eliot and Kittery Fire Chiefs.

o. The CONTRACTOR agrees all primary assigned ambulances must maintain a 12-lead EKG capability with carbon monoxide (CO) monitoring capability manufactured by Zoll, model # X-series monitor/defibrillator.

p. The CONTRACTOR agrees all primary assigned ambulances must be equipped with power-operated cots/stretchers manufactured by Stryker, model # Power-Pro XT Stretcher or equal.

q. The CONTRACTOR agrees to provide one scholarship for a nationally registered Emergency Medical Technician (EMT)(IAW DOT Standards) course per town for each year of the contract. The scholarships may be interchangeable between the TOWNS with agreement of both TOWNS Fire Chiefs.

r. The CONTRACTOR agrees to continue the EMS Review Board established by the original AGREEMENT to address complaints or concerns. Board must be convened within 72 hours of written concern/complaint. The EMS Review Board will consist of Eliot and Kittery Fire Chiefs or their designated representatives, and a supervisor from the CONTRACTOR. The Board will meet at least quarterly to review services and standards at which time recorded minutes will be taken and reported routinely to town officials.

s. The CONTRACTOR agrees to supply an off-line Operations Manager in a non-transporting vehicle to the TOWNS. This vehicle will be available to the TOWNS during peak hours. The determination of peak hours will be done in agreement with the CONTRACTOR representatives and the TOWNS' representatives.

t. The CONTRACTOR agrees to provide extra emergency (911) staffing for any severe weather events at no cost to the TOWNS.

u. The CONTRACTOR agrees to provide "hands-only" Cardio Pulmonary Resuscitation (CPR) instruction to the citizens of the TOWNS. This must be accomplished on a quarterly basis and at no cost to the TOWNS or their citizens.

v. The CONTRACTOR agrees to provide blood pressure monitoring clinics to the citizens of the TOWNS. This must be accomplished on a quarterly basis and at no cost to the TOWNS or their citizens.

w. The CONTRACTOR agrees to provide CPR and Automatic External Defibrillation (AED) training to the TOWNS' municipal employees. This must be accomplished on an annual basis and at no cost to the TOWNS or their employees.

x. The CONTRACTOR agrees to participate in a Mass Casualty Incident drill. Participation will include initial planning and preparation through to completion of the drill. The drill will be under the direction of the TOWNS' public safety personnel. In the event of a Mass Casualty Incident (MCI), the CONTRACTOR will provide an on-site liaison to assist Incident Command in coordinating EMS operations. All CONTRACTOR resources will be available to ensure safe EMS operations.

y. The CONTRACTOR agrees to stock and maintain a Mass Casualty trailer. The trailer will be stationed in the CONTRACTOR'S Somersworth, NH station and will be capable of being towed by the CONTRACTOR to the scene of large incidents at the request of the TOWNS' Public Safety Officials. The trailer will contain supplies and equipment to treat up to one hundred (100) patients.

z. The CONTRACTOR agrees to maintain C.A.A.S (Commission on the Accreditation of Ambulance Service) certification throughout the agreement period.

aa. The CONTRACTOR agrees to transport any injured or ill on-duty employees of the TOWNS. This will be accomplished at no cost to the TOWNS or their employees.

bb. The CONTRACTOR agrees to provide semi-annual inspections and maintenance to the TOWNS AED defibrillator units. This will include replacing of all used/expired electrode pads and AED batteries and will be done at no cost to the TOWNS. The CONTRACTOR will report out-of-service AED units to the respective fire chiefs of each community. The TOWNS' fire chiefs will supply a list of town owned AED units to the CONTRACTOR. The list will include the manufacturer of each unit, date of manufacture, date of latest battery and pad replacement and the AED location.

cc. The CONTRACTOR agrees to resupply any and all disposable medical supplies/equipment used in the field by the TOWNS public safety personnel. Supplies include Oxygen.

dd. The CONTRACTOR agrees to make available to the TOWNS use of training equipment including AHA approved CPR manikins and instrumented directive feedback devices.

ee. The CONTRACTOR agrees to provide CYANOKITS to treat smoke inhalation and carbon monoxide poisoning, Firewipes to cleanse external dermal areas, state of the art pulse oximeters, and other key rehabilitation services for the TOWNS Emergency First Responders. All services must be approved by Maine EMS prior to use.

WITNESSETH:


The Parties hereto have caused this Agreement to be executed on the date first above written.

TOWN OF KITTERY, MAINE

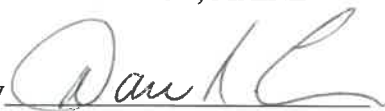
Witness

By _____
Kendra Amaral
Town Manager
200 Rogers Road, Kittery, ME 03904

TOWN OF ELIOT, MAINE



Witness

By 
Dana K. Lee
Town Manager
1333 State Road, Eliot, ME 03903

STEWART'S AMBULANCE SERVICE, LLC

By _____

Witness

Its Chairman
20 Foundry Ave
Meredith, NH 03253

STATE OF MAINE
COUNTY OF YORK, ss.

The foregoing instrument was acknowledged before me on the day of
2019 by KENDRA AMARAL, to me known, who being duly sworn acknowledges that
she is the Town Manager of the Town of Kittery, Maine which executed the foregoing
Agreement as the free act and deed of the Town and in her said capacity duly authorized.

Notary Public
Name:
My commission expires on

STATE OF MAINE
COUNTY OF YORK, ss.

The foregoing instrument was acknowledged before me on the day of
2019 by DANA K. LEE, to me known, who being duly sworn acknowledges that he is
the Town Manager of the Town of Eliot, Maine which executed the foregoing Agreement
as the free act and deed of the Town and in his said capacity duly authorized.

Notary Public
Name:
My commission expires on

STATE OF MAINE
COUNTY OF YORK ,ss.

The foregoing instrument was acknowledged before me on the day of
2019, by JUSTIN VAN ETEN, to me known, who being duly sworn, did depose and
say and did acknowledge that he is Chairman of Stewart's Ambulance Service, LLC, the
corporation described in and which executed the foregoing Agreement; that he knows the
seal of said corporation; that the seal affixed to said Agreement is such corporate seal;
that it was so affixed by the order of the board of directors of the said corporation; and
that he signed his name thereto by like order.

Notary Public
Name:
My commission expires on

06-11-20

H-4

To Maine's Congressional Delegation:

We, the undersigned elected officials, town managers, and leaders of public and private Maine-based organizations, thank you for your leadership during the coronavirus pandemic, and, especially, for your efforts in passing four relief packages for Maine people and businesses. Unfortunately, despite those efforts, Maine state and local governments face a catastrophic and unprecedented loss in revenue which will harm children and seniors the most and lead to property tax increases for hundreds of thousands of Maine households.

We urge you to provide \$650 billion in funding for state and local governments in the next coronavirus relief bill, with no or limited cutoffs for population size. We also urge you to clarify that the emergency funding distributed to states and schools from the CARES Act can be used to offset revenue losses directly due to the pandemic.

In the first five weeks since Governor Mills' stay-at-home order, initial unemployment claims in Maine were more than 100,000, matching the total for the previous two-and-half-years. The Maine State Economist's office projects that 1 in 3 Maine jobs are affected by the stay-at-home order, and the Federal Reserve Bank of Saint Louis estimates that Maine has the 6th highest rate of "high contact intensive" occupations in the country. This loss of jobs, income, and spending will likely result in the largest budget shortfall in Maine history. The Federal Reserve Bank of Boston projects Maine will lose roughly \$500 million in revenue in FY 2020 compared to FY 2019. Moody's Analytics projects a revenue loss of close to \$1 billion in the fiscal years 2020 and 2021.

Without direct aid to state and local governments, revenue losses of this magnitude will be offset, by necessity, by spending cuts to the largest parts of the state budget – general purpose aid for local education and revenue sharing for towns. Maine children will suffer the brunt of these cuts with fewer resources for their local schools: higher student-teacher ratios, older technology, cuts in career training offerings, scaled-back extra-curricular and advanced classes. Inequities between Maine's wealthier and poorer towns will be worsened, with smaller, poorer, rural towns hit the hardest. Maine communities will be forced to cut school budgets and municipal services, raise property taxes, or both.

Raising property taxes will affect virtually all Maine households, but will hurt the elderly and young families the most. If Maine towns lose \$150 million in state funding (just 10% of Moody's projected revenue loss), Maine's cumulative property tax rate would increase by about a dollar per thousand dollars of assessed value. For a homeowner of the median-priced home, this means a tax increase of \$250. A revenue loss of \$300 million means a \$500 hike in property taxes.

The pandemic has the potential to devastate Maine communities through job losses, business closures, cuts to school budgets, and property tax increases. **We urge you to provide \$650 billion in support for state and local governments in the next coronavirus bill, with no or limited population restrictions, and to allow states and schools the flexibility to offset revenue losses with funding from the CARES Act.** Thank you for your continued leadership in this crisis.

Signed,

NOMINATION FORM

Maine Municipal Association's
Legislative Policy Committee
July 2020 to June 2022

CORRESPONDENCE #
SELECTMEN'S MEETING

06-11-20

H-5

Senate District 35

Berwick (part)
Eliot

Kittery
Ogunquit

South Berwick
York

The municipal officers of _____ hereby nominate:
Print name of your municipality

Nominee: _____
Print name of Nominee

Nominee's municipality: _____ Position: _____

Date: _____
Signature of Nominator

Print name of Nominator

Consent

I agree to accept the nomination and to serve if elected to the MMA Legislative Policy Committee:

Date: _____
Signature of Nominee

Please return Nomination Form by 5:00 p.m. on July 13, 2020, to:

Laura Ellis - Maine Municipal Association
lellis@memun.org
FAX: 624-0129

Nominations received after 5:00 p.m. on July 13, 2020 will not be counted.

Eliot

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A / P Warrant

CORRESPONDENCE # H-6A
SELECTMEN'S MEETING

05/27/2020

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Warrant 134 06-11-20

Jrnl	Check	Month	Invoice Description	Reference	Amount	Encumbrance
Description	Account	Proj				
00069 BEN'S UNIFORMS, INC.						
0610	17017	05	pants-uniforms grogan	91556		
pants for grogan	E 10-05-03-15				205.00	0.00
Vendor Total-					205.00	
00072 BERNSTEIN, SHUR, SAWYER & NELSON						
0610	17018	05	Legal fees	05222020		
Planning	E 05-05-50-45				82.50	0.00
Code enforcement	E 01-01-10-02				1,265.00	0.00
Employment Matters	E 01-01-10-02				220.00	0.00
TIF	E 62-04-10-02				308.00	0.00
Staples enforcement	E 01-01-10-02				394.00	0.00
general	E 01-01-10-02				1,870.00	0.00
Vendor Total-					4,139.50	
00131 COMCAST						
0610	17019	05	comcast bill Pub works	060320		
comcast bill pub works	E 20-01-15-03				108.48	0.00
Vendor Total-					108.48	
00265 HAYDEE'S PEST-FREE MANAGEMENT, INC.						
0610	17020	05	exterminator	158497		
exterminator	E 20-25-24-20				50.00	0.00
Vendor Total-					50.00	
00343 L.W. MORGRIDGE & SON, INC.						
0610	17021	05	septic pumping PD	6423		
septic pumping PD	E 10-05-24-20				260.00	0.00
Vendor Total-					260.00	
00474 NORTHEAST HYDRAULICS, INC.						
0610	17022	05	vehicle rep/maint	75784		
vehicle rep/maint	E 20-01-24-15				14.24	0.00
Vendor Total-					14.24	
00529 ReadyRefresh by Nestle						
0610	17023	05	water town office	00E0441964087		
water town office	E 01-01-20-40				72.90	0.00
Vendor Total-					72.90	
00579 GENEST PRECAST						
0610	17024	05	drainage materials	52149		
drainage materials	E 20-01-22-65				3,991.00	0.00
Vendor Total-					3,991.00	
00782 WHITE SIGN						
0610	17025	05	curtis ridge rd	IVC109202		
curtis ridge rd	E 20-01-24-56				35.91	0.00
Vendor Total-					35.91	
00805 YORK WOODS TREE SERVICE, LLC						
0610	17026	05	loam	32253		
loam	E 20-01-22-46				327.00	0.00
Invoice Total-					327.00	
0610	17026	05	landscape fabric	32032		
landscape fabric	E 20-01-22-46				89.55	0.00
Invoice Total-					89.55	
0610	17026	05	loam	32197		
loam	E 20-01-22-46				490.50	0.00

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A / P Warrant

05/27/2020

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Warrant 134

Jrnl	Check	Month	Invoice Description	Reference	Amount	Encumbrance
Description			Account	Proj		
Invoice Total-					490.50	
Vendor Total-					907.05	
00830 HYGRADE BUSINESS GROUP, INC.						
0610	17027	05	AP checks	665477		
AP checks			E 01-01-05-25		508.51	0.00
Invoice Total-					508.51	
0610	17027	05	Payroll Checks	665476		
Payroll checks			E 01-01-05-25		212.61	0.00
Invoice Total-					212.61	
Vendor Total-					721.12	
00885 ELDREDGE LUMBER AND HARDWARE						
0610	17028	05	supplies/materials	061020PWD		
supplies/materials			E 20-01-24-05		151.65	0.00
Vendor Total-					151.65	
00906 W.B. MASON COMPANY, INC.						
0610	17029	05	disinfectant/cleaner	210530502		
disinfectant/cleaner			E 10-05-24-20		34.02	0.00
Invoice Total-					34.02	
0610	17029	05	masks	210281898		
masks pub works			E 20-01-20-40		499.90	0.00
Invoice Total-					499.90	
0610	17029	05	masks pub works dept	210213152		
masks pub works dept			E 20-01-20-40		139.98	0.00
Invoice Total-					139.98	
0610	17029	05	office suppliess	210214466		
office supplies			E 01-01-20-40		12.88	0.00
Invoice Total-					12.88	
Vendor Total-					686.78	
01051 WELLS FARGO FINANCIAL LEASING						
0610	17030	05	copier lease PD	5010406799		
copier lease pd			E 10-05-10-14		167.75	0.00
Vendor Total-					167.75	
01205 MAINE WELFARE DIRECTORS ASSN.						
0610	17031	05	membership MelissaA	1000299872		
membership Melissa			E 01-01-03-05		40.00	0.00
Vendor Total-					40.00	
01393 HOME DEPOT CREDIT SERVICES						
0610	17032	05	home depot credit card	05132020		
supplies transfer station			E 20-25-20-40		43.16	0.00
supplies/materials			E 20-01-24-05		485.47	0.00
Vendor Total-					528.63	
01445 Allegiant Care						
0610	17033	05	July 2020	July 2020		
ee contributions			G 01-2230-00		3,929.00	0.00
Vendor Total-					3,929.00	
01513 Consolidated Communications						
0610	17034	05	consolidated comm pub wor	06152020PUBWORK		
consolidated comm pub wor			E 20-01-15-03		247.56	0.00
Invoice Total-					247.56	
0610	17034	05	consolidated comm pD	06152020PD		

A / P Warrant

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05/27/2020

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Warrant 134

Jrnl	Check	Month	Invoice Description	Reference	
Description	Account	Proj	Amount	Encumbrance	
consolidated comm PD	E 10-05-15-03		472.72	0.00	
		Invoice Total-	472.72		
0610 17034 05 consolidated comm Town of	E 01-01-15-03	06152020T0	417.62	0.00	
town office cons. comm.		Invoice Total-	417.62		
		Vendor Total-	1,137.90		
01554 JOHN O'REILLY, CARPENTRY					
0610 17035 05 plexiglass/covid set up	E 62-05-99-01	TOWNOFF CAP RES	2,557.00	0.00	
town office cap reserve		Vendor Total-	2,557.00		
01757 PIKE INDUSTRIES, INC.					
0610 17036 05 cold patch-high performan	E 20-01-22-37	1074891	484.12	0.00	
cold patch high perf.		Invoice Total-	484.12		
0610 17036 05 erosion stone	E 20-01-22-38	1074772	406.32	0.00	
erosion stone		Invoice Total-	406.32		
0610 17036 05 3/4" stone	E 20-01-22-32	1075613	132.96	0.00	
3/4" stone		Invoice Total-	132.96		
		Vendor Total-	1,023.40		
01972 THE WEEKLY SENTINEL					
0610 17037 05 236 corridor AD	E 62-04-99-01	63208	130.00	0.00	
236 corridor AD		Vendor Total-	130.00		
02015 HEATWAVE OIL, LLC					
0610 17038 05 30 gallons of blend	E 20-25-15-01	277457	55.68	0.00	
30 gallons of blend		Vendor Total-	55.68		
02103 Travis Downs					
0610 17039 05 overpayment of taxes	G 01-1120-20	ACCT 872	2,292.46	0.00	
overpayment 2020		Vendor Total-	2,292.46		
02350 New England Kenworth					
0610 17040 05 vehicle rep/maint	E 20-01-24-15	TP33212	46.27	0.00	*** SEPARATE ***
vehicle rep/maint		Invoice Total-	46.27		
0610 17041 05 vehicle maint/repair	E 20-01-24-15	PR21853	126.63	0.00	*** SEPARATE ***
vehicle rep/maint		Invoice Total-	126.63		
0610 17042 05 vehicle maintenance	E 20-01-24-15	CP456137	167.16	0.00	
vehicle maintenance		Invoice Total-	167.16		
		Vendor Total-	340.06		
02638 Jordan Miles					
0610 17043 05 reimbursement for batteri	E 01-01-20-40	05272020	26.90	0.00	
reimb for batteries		Vendor Total-	26.90		
02674 Cintas Fire 636525					
0610 17044 05 sprinkler repair		0F95029617			

A / P Warrant

05/27/2020

4:14 PM

Page 4

Warrant 134

Jrnl	Check	Month	Invoice Description	Reference	Amount	Encumbrance
Description	Account	Proj				
sprinkler repair	E 10-05-24-20				405.00	0.00
Vendor Total-					405.00	
02706 Rod's Animal Control						
0610 17045 05 beaver trapping	E 20-01-24-05		426596		200.00	0.00
beaver trapping						
Vendor Total-					200.00	
02761 Kyle or Allison Tuttle						
0610 17046 05 overpayment refund	G 01-1120-20		ACCT 1420		1,499.40	0.00
Overpayment Refund						
Vendor Total-					1,499.40	
02762 Douglas and Patricia Warrender						
0610 17047 05 overpayment of taxes	G 01-1120-20		Acct 2627		1,243.62	0.00
overpayment 2020 Taxes						
Vendor Total-					1,243.62	
02763 Francesca Mastrangelo						
0610 17048 05 overpayment 2020 taxes	G 01-1120-20		ACCT 2513		3,075.97	0.00
2020 overpayment of taxes						
Vendor Total-					3,075.97	
02764 Budd Perry						
0610 17049 05 Overpayment-mooring	R 10-15-05		05202020		8.00	0.00
overpayment-mooring						
Vendor Total-					8.00	
02765 John Matheson						
0610 17050 05 overpayment-mooring	R 10-15-05		05202020		6.00	0.00
overpayment-mooring						
Vendor Total-					6.00	
02766 Salem Five						
0610 17051 05 overpayment of taxes	G 01-1120-20		Acct 3014		451.29	0.00
overpayment of taxes						
Vendor Total-					451.29	
Prepaid Total-					0.00	
Current Total-					30,461.69	
EFT Total-					0.00	
Warrant Total-					30,461.69	

WE THE SELECTMEN OF THE TOWN OF ELIOT AUTHORIZE THE TOWN TREASURER
Jordan Miles TO PAY THE INVOICES ON THIS WARRANT.

DocuSigned by:

Alex Orestis
ALEX ORESTIS

DocuSigned by:

Richard Donhauser
RICHARD DONHAUSER

DocuSigned by:

Phil Lytle
PHIL LYTLE

DocuSigned by:

Robert McPherson
ROBERT MCPHERSON

Eliot

9:42 AM

A / P Warrant

**** REPRINT ****

Warrant 135

**CORRESPONDENCE
SELECTMEN'S MEETING**
06-11-20

05/28/2020

Page 1

Jrnl	Check	Month	Invoice Description	Reference	Amount	Encumbrance
Description			Account	Proj		
02767 David F. Marshall						
0612	17052	05	GA Rental Assistance		GA 1888D	
GA Rental Assistance			E 50-01-99-55		900.00	0.00
Vendor Total-					900.00	
Prepaid Total-					0.00	
Current Total-					900.00	
EFT Total-					0.00	
Warrant Total-					900.00	

WE THE SELECTMEN OF THE TOWN OF ELIOT AUTHORIZE THE TOWN TREASURER
Jordan Miles TO PAY THE INVOICES ON THIS WARRANT.

DocuSigned by:

Alex Onstis
ALEX ONSTIS

DocuSigned by:

Richard Donhauser
RICHARD DONHAUSER

PHIL LYTTLE

DocuSigned by:

Robert McPherson
ROBERT MCPHERSON

**TOWN OF ELIOT AND WILLIAM FOGG LIBRARY MEMORANDUM OF
UNDERSTANDING REGARDING LIBRARY ANNUAL BUDGETS**

DUTY FOR CLARITY: The categories of "Operational Expenses" for which the Town would be responsible for funding per the breakdown provided by the Trustees will need to be highly-defined and finite. Any unlisted, "soft costs" that were forgotten by the Trustees in their breakdown shall fall to the Trustees to fund, even if operational in nature.

TERM(S): The initial term of the MOU to be two years to test the system, then ask voters to re-authorize the MOU for up to five (5) year renewals, with or without proposed changes to the MOU.

LD 1 / OVERRIDE: Like the Town, County and Schools, the Library's operational request for funding must either:

- a) be at or under the maximum LD 1 percentage increase, as annually dictated (in part) by the State of Maine, or
- b) if the request is greater than what is allowed by LD 1, such additional funding would need a second vote to "Override LD1" on the Library's Operational Funds.

REPRESENTATION / OVERSIGHT: In order for the Town to be responsible for all Library Operational Costs, the Town must be allowed to weigh-in of operational decisions such as staffing, hours, wages, benefits and technology, to name but a few areas. To accomplish this end, a non-voting "Library Subcommittee" composed of the Town Manager (or his / her designee), a Select Board Representative and a Budget Committee Representative, who shall be responsible for reviewing proposed library operational funding increases in detail and to provide input and as necessary, to recommend to the Select Board whether the Library Subcommittee supports or does not support the proposed Library operational fiscal year budget.

POLICIES / PLANNING: As a part of this MOU, the Library Trustees shall be responsible for administering a clear and thorough Personnel Policy. It is also incumbent to annually present to the "Library Sub-Committee":

- a) a minimum of a three-year staffing plan (wages, benefits, hours),
- b) a minimum of a three-year capital improvement plan for the buildings and grounds,
- c) and a minimum of a three-year capital campaign / grants / fund-raising plan.

COLLECTIVE BARGAINING UNIT: In the event that some or all of the Library staff attempt to form a collective bargaining unit (a union), by filing the necessary paperwork with the State, the MOU is immediately voided.



May 2, 2020

Richard Donhauser, Chair

Town of Eliot Select Board

1333 State Road

Eliot, Maine 03903

Dear Select Board Members,

I have attached our 2020 budget outlining the responsibilities for the Library and the Town of Eliot, and what it would look like under a Memorandum of Understanding. Just to clarify, we are seeking a vote from the citizens of Eliot in November 2020 to see if they will support an MOU between the Library and the Town of Eliot beginning 2021 fiscal year.

Here again is the MOU question that we suggest being put on the November 2020 ballot:

"Do you support the Town of Eliot entering a Memorandum of Understanding with the William Fogg Public Library, where the Town of Eliot will financially support the annual operating budget of the library and the WFPL Trust will fund all costs for maintaining the William Fogg Public Library property and buildings?"

Thank you for taking the time to consider this matter.

Respectfully submitted,

Lydia R Goodwin

Lydia R. Goodwin, MPA

Library Director

William Fogg Public Library

goodwinl@williamfogglibrary.org

207-439-9437

WILLIAM FOGG PUBLIC LIBRARY		November 6, 2019
BUILDING/MAINTENANCE:		
Security	1,000.00	
Maintenance/Pest Control	4,000.00	
Total Building & Maintenance		5,000.00
HEAT: Oil		5,000.00
UTILITIES:		
Electric	3,700.00	
Water	300.00	
Telephone & Internet	1,100.00	
Total Utilities		5,100.00
SUPPLIES/POSTAGE/PRINTING		
Supplies	4,900.00	
Newsletter printing	500.00	
Postage, ILL & Newsletter Mailings	1,340.00	
Xerox print fees	700.00	
Total Supplies/Services/Postage		7,440.00
SALARIES: Salaries & Payroll Fees		172,000.00
FRINGE BENEFITS: Health, Dental, SS & Medicare		25,758.00
TRAINING		600.00
INSURANCE:		
Library Bond	186.00	
Workers Compensation	1,241.00	
Commercial Package	6,300.00	
Inland Marine	2,175.00	
Total Insurance		9,902.00
TECHNOLOGY:		13,400.00
COPIER: Lease/Maintenance/Ins/Supplies		2,400.00
BOOKS/PERIODICALS/PROGRAMS:		
Adult & Children	28,300.00	

WFPL	TOWN OF ELIOT
------	---------------

Membership Fees	1,470.00	
Total Books/Periodicals/Programs		29,770.00
TOTAL		276,370.00

WFPL		TOWN OF ELIOT	
BUILDING /MAINTENANCE	\$5,000.00	SALARIES & PAYROLL FEES	\$172,000.00
UTILITIES	\$5,100.00	FRINGE BENEFITS	\$25,758.00
INSURANCE	\$8,661.00	TRAINING	\$600.00
HEAT: OIL	\$5,000.00	SUPPLIES/POSTAGE/PRINTING	\$7,440.00
		WORKERS COMPENSATION	\$1,241.00
		TECHNOLOGY	\$13,400.00
		COPIER (Lease/Maintenance/Ins/Supplies	\$2,400.00
		BOOKS/PERIODICALS/PROGRAMS	\$29,770.00
TOTAL	\$23,761.00	TOTAL	\$252,609.00

Town Manager

From: Legal Services Department <legal@memun.org>
Sent: Wednesday, June 3, 2020 1:37 PM
To: Town Manager
Subject: RE: Eliot - RE: Tax Issue

CORRESPONDENCE # J-2
SELECTMEN'S MEETING
06-11-20

Good afternoon, Dana.

To memorialize our conversation from earlier this week, here are my thoughts. In the attachment you provided, the taxpayer clearly articulates what I would characterize as a valuation complaint. No matter how the taxpayer describes the problem, he is comparing the value of his property to that of his neighbors, questioning the fact that his property was valued at \$145,300 compared to their properties across the street and next door. This is a valuation complaint. He suggest that a clerical error was made, but without proof. There is no indication of a clerical or scrivener's error. An example of an administrative mistake would be one where during the preparation of tax bills numbers were transposed from what was shown on the assessment. In such an instance, a corrected tax bill could be issued.

Other examples of clerical or administrative error would be an error in the commitment documents, a misspelled name of any assessor included in part of the commitment documents, or stating the wrong name of the treasurer on the certificate of assessment provided to the treasurer. In either of these examples, the correct procedure would be to correct the document under oath pursuant to § 95-B.

It is important to note that corrections under oath pursuant to § 95-B cannot be used where the "error" that needs to be corrected is an undervaluation of someone's property that the assessor failed to detect before completing the commitment. It is not clear whether § 95-B may be used to correct an error in addition and subtraction or the omission of a number (such as revenue sharing or money raised by the town meeting) on the municipal tax rate calculation form. Maine Revenue Services generally believes that § 95-B cannot be used to correct errors in the tax rate calculation or commitment forms other than a misspelling type of error.

Short of the type of administrative error described, Maine law provides abatement as the only remedy to question property taxes. There are two possible grounds, either on an error, irregularity, or illegality in the assessment, or on a mistake in valuation. But here, where the taxpayer questions the valuation assigned to their property, it is a valuation grievance. The taxpayer does not allege an illegality in the tax that would render the tax commitment void with respect to his property. Rather, he challenges the value the assessor assigned to his property. The remedy is to seek an abatement for overvaluation.

As we discussed in the MMA Assessment Manual, "An abatement based on "overvaluation" is the proper (and only) remedy if a person believes that the assessed value of his or her property is too high, or where questions exist regarding the just value of the property based on the amount of acreage assessed, the actual description and conditions of the property on April 1st, and the assessment techniques used. *Berry v. Daigle*, 322 A.2d 320 (Me. 1974); *Depositors Trust Co. v. City of Belfast*, 295 A.2d 28 (Me. 1972); *Goldstein v. Town of Georgetown*, 1998 ME 261, 721 A.2d 180."

I trust this is helpful. Please contact me if you have additional questions.

Kind regards,

MLS

Michael L. Stultz, Staff Attorney
Legal Services Department

Maine Municipal Association

60 Community Drive, Augusta, ME 04330

1-800-452-8786 (in-state)

207-623-8428

FAX 207-624-0187

legal@memun.org

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From: Legal Services Department

Sent: Monday, June 1, 2020 9:14 AM

To: Town Manager <townmanager@eliotme.org>

Subject: Eliot - RE: Tax Issue

MMA Legal Services has received your inquiry. It has been assigned to one of our attorneys, who will respond as soon as possible. Our response time may vary depending on the volume of inquiries, the nature and complexity of your inquiry, and current staffing. We appreciate your understanding and cooperation.

If you have a specific deadline, please let us know.

Thank you.

Regards,

Jackie Kresser, Administrative Assistant

Legal Services Department

Maine Municipal Association

60 Community Drive, Augusta, ME 04330

1-800-452-8786 (in state)

207-623-8428

FAX 207-624-0187

legal@memun.org

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From: Town Manager [<mailto:townmanager@eliotme.org>]

Sent: Monday, June 1, 2020 8:09 AM

To: Legal Services Department <legal@memun.org>; Phil Saucier (psaucier@bernsteinshur.com)
<psaucier@bernsteinshur.com>

Cc: Richard Donhauser <rdonhauser@eliotme.org>

Subject: FW: Tax Issue

Good Morning Attorneys,

I have been asked to get an opinion from MMA Legal as well as Bernstein Shur on this matter (see attached).

The long and the short of this question is:

Town Manager

From: Martine Painchaud
Sent: Wednesday, May 20, 2020 11:41 AM
To: Town Manager
Subject: Mr. Gaudreau

Dana,

Mr. Gaudreau came in last spring and asked if I would take a look at his assessment. I told him I would but if I reduced his assessment it would be effective for the next tax billing. He did not formally fill out an abatement application and it was too late to request one as it was past the 185 days. I believed he understood that. There is nothing that can be done for him either from the Select Board or the County Commissioners.

Martine

Martine A. Painchaud, CMA 2
Assessor
Town of Eliot
1333 State Road
Eliot, ME 03903
T. 207.439.1813 x111
F. 207.439.1415
Email: mpainchaud@eliotme.org

CORRESPONDENCE # ^E
SELECTMEN'S MEETING Public Comment
05-28-20

Mr. Dana K. Lee
Town Manager
Town of Eliot
1333 State Road
Eliot, Maine 03903

May 8, 2020

Mr. Lee,

A couple of weeks ago, I wrote an E-mail to you on the town's web site. I don't know the exact date since I could not figure out how to keep a copy!

The purpose of that communication as well as this one is to request that I am allowed to present my Real Estate issue to the assembled Board of Selectman when they next meet.

Please advise as to when that may occur and of any requirement that I might be subject in order to present my case.

Thank you.

Sincerely,

Larry Gaudreau



37 Caslyn Drive
Eliot, ME 03903

E-mail = consultbb@outlook.com

GAUDREAU 37 CASLYN DR			
Tax Year	2017/2018	2018/2019	2019/2020
Eliot Taxpage	1096 Misspelled!	1118	1073
Building Value	\$ 145,300.00	\$ 145,300.00	\$ 96,900.00
Homestead Ex	\$ 20,000.00	\$ 20,000.00	\$ 20,000.00
Net Assessment	\$ 125,300.00	\$ 125,300.00	\$ 76,900.00
Mil Rate	0.0143	0.0147	0.0147
Total Tax	\$ 1,791.79	\$ 1,841.91	\$ 1,130.43

GAUDREAU 37 CASLYN DR			
Tax Year	2017/2018	2018/2019	2019/2020
Eliot Taxpage	1096 Misspelled!	1118	1073
Building Value	\$ 96,900.00	\$ 96,900.00	\$ 96,900.00
Homestead Ex	\$ 20,000.00	\$ 20,000.00	\$ 20,000.00
Net Assessment	\$ 76,900.00	\$ 76,900.00	\$ 76,900.00
Mil Rate	0.0143	0.0147	0.0147
Total Tax	\$ 1,099.67	\$ 1,130.43	\$ 1,130.43

Error Sub-Total	\$ 711.48	\$ 692.12
------------------------	------------------	------------------

Error Total	\$ 1,403.60
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ATTACHMENT 2

GAUDREAU 37 CASLYN DR			
Tax Year	2017/2018	2018/2019	2019/2020
Eliot Taxpage	1096 Misspelled!	1118	1073
Building Value	\$ 145,300.00	\$ 145,300.00	\$ 96,900.00
Homestead Ex	\$ 20,000.00	\$ 20,000.00	\$ 20,000.00
Net Assessment	\$ 125,300.00	\$ 125,300.00	\$ 76,900.00
Mil Rate	0.0143	0.0147	0.0147
Total Tax	\$ 1,791.79	\$ 1,841.91	\$ 1,130.43
PERKINS 36 CASLYN DR			
Tax Year	2017/2018	2018/2019	2019/2020
Eliot Taxpage	2299	2325	2277
Building Value	\$ 107,000.00	\$ 107,000.00	\$ 107,000.00
Homestead Ex	\$ 20,000.00	\$ 20,000.00	\$ 20,000.00
Net Assessment	\$ 87,000.00	\$ 87,000.00	\$ 87,000.00
Mil Rate	0.0143	0.0147	0.0147
Total Tax	\$ 1,244.10	\$ 1,278.90	\$ 1,278.90
GRACE 40 CASLYN DR			
Tax Year	2017/2018	2018/2019	2019/2020
Eliot Taxpage	1203	1217	1171
Building Value	\$ 100,800.00	\$ 100,800.00	\$ 100,800.00
Homestead Ex	\$ 20,000.00	\$ 20,000.00	\$ 20,000.00
Net Assessment	\$ 80,800.00	\$ 80,800.00	\$ 80,800.00
Mil Rate	0.0143	0.0147	0.0147
Total Tax	\$ 1,155.44	\$ 1,187.76	\$ 1,187.76

ATTACHMENT 1

Town Manager

From: Martine Painchaud
Sent: Wednesday, May 20, 2020 11:41 AM
To: Town Manager
Subject: Mr. Gaudreau

Dana,

Mr. Gaudreau came in last spring and asked if I would take a look at his assessment. I told him I would but if I reduced his assessment it would be effective for the next tax billing. He did not formally fill out an abatement application and it was too late to request one as it was past the 185 days. I believed he understood that. There is nothing that can be done for him either from the Select Board or the County Commissioners.

Martine

Martine A. Painchaud, CMA 2
Assessor
Town of Eliot
1333 State Road
Eliot, ME 03903
T. 207.439.1813 x111
F. 207.439.1415
Email: mpainchaud@eliotme.org

Eliot Board, Committee, and Commission Positions Available (Posted 06/03/2020)

Board, Committee or Commission	Regular/Alternate Member	# of Positions	Term Expiration
Aging-In-Place Committee	Regular Member	1	June 2021
Building Committee	Regular Member	1	June 2021
	Regular Member	2	June 2022
	Regular Member	2	June 2023
	Alternate Member	1	June 2021
	Alternate Member	1	June 2022
Conservation Commission	Regular Member	1	June 2021
	Regular Member	1	June 2020
	Alternate Member	1	June 2021
	Alternate Member	1	June 2020
Capital Improvement & Energy Commission	Regular Member	1	June 2021
	Regular Member	1	June 2020
Planning Board	Alternate Member	1	June 2022
Tax Increment Financing Committee	Alternate Member	1	June 2021

If you would like information about the Boards, Committees, and Commissions, contact Dana Lee, Town Manager at the Town Office by phone 207-439-1813 ext. 107 or by email townmanager@eliotme.org