

**Eliot Select Board Agenda**  
**Thursday March 14, 2024, 5:30PM Town Hall**  
**Meeting Room and use of the OWL for Remote via ZOOM**

**Call to order**

**Roll Call**

- A. Pledge of Allegiance**
- B. Public Comments**
- C. Approval of Minutes.** December 14, 2023, February 8,2024
- D. Public Hearings**
  - 1. CAT Lab Adult Cannabis Testing Lab License 19 Levesque Drive Guy Sylvester
- E. Reports** Town Manager
- F. Appointments/Resignations**
  - 1. Appoint J Isler to Aging in Place Committee
- G. New Business**
  - 1.ecomaine Single Stream Agreement
  - 2.Town of Eliot Disbursement Policy
  - 3.Town of Eliot Grant Application/Acceptance Policy
  - 4.Fire Department Request to expend ARPA Funds (\$4,200 Roof Drain System)
  - 5.Recreation Department to expend ARPA Funds (\$21,500 Play equipment EES)
- H. Old Business**
  - 1. Charter Revision Draft
  - 2.FY25 Budget Update, Reserve Account Allocations
- I. Public Approval of Warrants**
  - Payroll Warrant(s)

#82 \$52,281.45	#87 \$55,459.13
#84 \$48,750.88	
  
  - Accounts Payable Warrant(s)

# 83 \$32,800.24	#86 \$3,068.42
# 85 \$69,789.02	#88 \$177,599.43

**J. Motion to Adjourn**

Topic: Eliot Select Board

Time: Mar 14, 2024 05:30 PM Eastern Time (US and Canada)

Join Zoom Meeting

<https://us06web.zoom.us/j/81028805193?pwd=ogWBOAq7cUY3XQQbV8jn5HaS3gss4r.1>

Meeting ID: 810 2880 5193

Passcode: 565630

One tap mobile

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+16465588656,,81028805193#,,, \*565630# US (New York)

Dial by your location

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**Draft SELECT BOARD MEETING**  
**December 14, 2023 5:30PM**  
**Town Hall/Hybrid**

1 **Quorum noted**

2

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

4

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

6

7 **B. Pledge of Allegiance recited**

8

9 **C. Public Comment:**

10

11 **5:31 PM** Mr. (Jim) Tessier, Johnson Lane, address a concern regarding the budget process.  
12 Last year's Citizen's Option Meeting last year became pretty apparent that  
13 improved communications between the key players could have improved the  
14 budget process. Pretty soon the SB and Budget Committee will be starting to  
15 review the Town Manager's 2024 budget. I was wondering if there are any plans  
16 in place to try to improve communications to help people with the overall process.

17

18 Mr. Sullivan said that January 17<sup>th</sup> we have a joint meeting with the Budget  
19 Committee. Members Trott and Widi were at the last Budget Committee Meeting.  
20 We had a series of different financial advisors and people we engage with for  
21 investments, borrowing. We scheduled our auditors to appear with the Budget  
22 Committee. I've been regularly communicating with the Budget Committee Chair  
23 and Chair of the SB. It is a different process this year and I feel that we are going  
24 in a positive direction picking up and helping from last year. The budget process,  
25 particularly at the end, was positive. There were a number of discrepancies  
26 between the Budget Committee and Select Board and those were settled through  
27 conversations and meetings. Ultimately, I believe that every article they agreed  
28 upon.

29

30 **5:33 PM** Mr. Tessier said that we did a lot after the Citizen's Option Meeting to facilitate  
31 those discussions and resolve quite a few issues. If I understand correctly that,  
32 because of the vote in June, we won't have a Citizen's Option Meeting this year.

33

34 Mr. Sullivan said that there is still a public hearing similar to it; that it's just later  
35 in the season. I think one of the benefits of that is, often times when you're  
36 planning for the budget prior, there are a number of things that are unsettled.  
37 Having it tightened up at the end will give us more solid numbers. I've got great  
38 hope for this year's budget process. Certainly, the input from the public is  
39 welcome and necessary.

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**Draft SELECT BOARD MEETING  
December 14, 2023 5:30PM (continued)  
Town Hall/Hybrid**

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

45  
46 **5:36 PM Motion by Mr. Donhauser, second by Mr. Shapleigh, to approve the minutes**  
47 **of March 23, 2023, as written.**

48  
49 **Roll Call Vote:**

50  
51 **Mr. Donhauser – Yes**  
52 **Mr. Widi – Yes**  
53 **Ms. Dow – Yes**  
54 **Mr. Shapleigh – Yes**  
55 **Mr. Trott – Not a member, yet.**

56  
57 **Unanimous vote to approve motion.**

58  
59 **Motion by Mr. Donhauser, second by Mr. Shapleigh, to approve the minutes**  
60 **of May 11, 2023, as written.**

61  
62 **Roll Call Vote:**

63  
64 **Mr. Donhauser – Yes**  
65 **Mr. Widi – Yes**  
66 **Ms. Dow – Yes**  
67 **Mr. Shapleigh – Yes**  
68 **Mr. Trott – Not a member, yet.**

69  
70 **Unanimous vote to approve motion.**

71  
72 **Motion by Mr. Donhauser, second by Mr. Shapleigh, to approve the minutes**  
73 **of June 8, 2023, as written.**

74  
75 **Roll Call Vote:**

76  
77 **Mr. Donhauser – Yes**  
78 **Mr. Widi – Yes**  
79 **Ms. Dow – Yes**  
80 **Mr. Shapleigh – Yes**  
81 **Mr. Trott – Not a member, yet.**

82  
83 **Unanimous vote to approve motion.**

84  
85 **Mr. Trott asked for a status update on the minutes.**

86

**Draft SELECT BOARD MEETING  
December 14, 2023 5:30PM (continued)  
Town Hall/Hybrid**

87 Mr. Sullivan said that our goal is to have all of 2023 minutes left to be approved  
88 at the January 11, 2024.  
89

90 **E. Public Hearing:**

91  
92 **5:38 PM 1. Renewal of an Adult Use Cannabis Marijuana Cultivation Tier II License**  
93 **(#ACD597) for Sweet Dirt 2, LLC, located at 495 Harold L. Dow Highway,**  
94 **Eliot, Maine (Map53/Lot 06). (Previous T IV).**

95  
96 This renewal was from the last meeting and is now inline as it should be.

97  
98 There were no other comments.  
99

100 **5:39 PM Public Hearing closed.**

101  
102 **Mr. Widi moved, second by Mr. Shapleigh, that the Eliot Select Board**  
103 **approve the renewal of the Cultivation Tier II License #ACD597 for Sweet**  
104 **Dirt 2, LLC, located at 495 Harold L. Dow Highway, with an expiration date**  
105 **of December 15, 2024.**

106  
107 **Roll Call Vote:**

108  
109 **Mr. Donhauser – Yes**

110 **Mr. Widi – Yes**

111 **Ms. Dow – Yes**

112 **Mr. Shapleigh – Yes**

113 **Mr. Trott – Yes**

114

115 **Unanimous vote to approve motion.**

116

117 **5:40 PM 2. Application for an Adult Marijuana Retail License (#AMS1520) for Sweet**  
118 **Dirt 2, LLC, located at 495 Harold L. Dow Highway (Map 53/Lot 06).**

119

120 Everything is inline with the State. The old Medical license will no longer be in  
121 force and the Adult Marijuana Retail License replaces it.

122

123 There were no other comments.

124

125 **5:41 PM Public Hearing closed.**

126

127 **Mr. Widi moved, second by Mr. Shapleigh, that the Eliot Select Board issue**  
128 **an Adult Use Retail License #AMS1520 for Sweet Dirt 2, LLC, located at 495**  
129 **Harold L. Dow Highway, with an expiration date of December 14, 2025.**

**Draft SELECT BOARD MEETING  
December 14, 2023 5:30PM (continued)  
Town Hall/Hybrid**

130 **Roll Call Vote:**

131

132 **Mr. Donhauser – Yes**

133 **Mr. Widi – Yes**

134 **Ms. Dow – Yes**

135 **Mr. Shapleigh – Yes**

136 **Mr. Trott – Yes**

137

138 **Unanimous vote to approve motion.**

139

140 **F. Department Head/Committee Reports**

141

142 **5:42 PM Department Head/Committee Report**

143

144 **1. Town Manager’s Report**

145

146 Mr. Sullivan said that the report has been published and is online. Topics covered  
147 in the report include progress of the Town Hall Project, Water and Sewer  
148 Extension Project, Fiscal Year 2025 Budget, Food Waste Bio-bags, and the  
149 Holiday Schedule.

150

151 **Mr. Donhauser moved, second by Mr. Shapleigh, that the Eliot Select Board**  
152 **receive the Town Manager’s Report, as presented, and direct the Town**  
153 **Manager to make it available on the Town website.**

154

155 **Roll Call Vote:**

156

157 **Mr. Donhauser – Yes**

158 **Mr. Widi – Yes**

159 **Ms. Dow – Yes**

160 **Mr. Shapleigh – Yes**

161 **Mr. Trott - Yes**

162

163 **Unanimous vote to approve motion.**

164

165 **G. Board and Committee Appointments**

166

167 **5:43 PM Ad-Hoc Town Hall Building Committee**

168

169 **Mr. Donhauser moved, second by Mr. Trott, that the Eliot Select Board**  
170 **appoint Brad Swanson, James Latter, and Ed Henningsen as full members of**  
171 **the Ad-hoc Committee, as the Town Hall Advisory Committee, and further**  
172 **appoint, as non-advisory committee members, Wendy Rawski (Town Clerk),**

**Draft SELECT BOARD MEETING  
December 14, 2023 5:30PM (continued)  
Town Hall/Hybrid**

173 **David Ross-Lyons (Administrative Assistant, Public Works), and Michael**  
174 **Sullivan (Town Manager).**

175  
176 DISCUSSION

177  
178 Mr. Sullivan said that the three full members were part of the Study Committee.  
179 They were very engaged and went through the whole process. They all wanted to  
180 stay on and be part of this project. They will be the outreach to the community.  
181 We plan to have some public meetings, as allowed. Our first order of business is  
182 to get the final package together so we can get bids out. We are going to try to be  
183 in the new building by June 2025.

184  
185 DISCUSSION ENDED

186  
187 **Roll Call Vote:**

188  
189 **Mr. Donhauser – Yes**  
190 **Mr. Widi – Yes**  
191 **Ms. Dow – Yes**  
192 **Mr. Shapleigh – Yes**  
193 **Mr. Trott - Yes**

194  
195 **Unanimous vote to approve motion.**

196  
197 **Appointment to the Eliot Planning Board – Ben Pratt**

198  
199 Mr. (Ben) Pratt was present on Zoom for this item.

200  
201 **Mr. Donhauser moved, second by Mr. Shapleigh, that the Eliot Select Board**  
202 **appoint Benjamin Pratt as an Alternate member of the Planning Board to a**  
203 **term ending June 30, 2025.**

204  
205 **Roll Call Vote:**

206  
207 **Mr. Donhauser – Yes**  
208 **Mr. Widi – Yes**  
209 **Ms. Dow – Yes**  
210 **Mr. Shapleigh – Yes**  
211 **Mr. Trott - Yes**

212  
213 **Unanimous vote to approve motion.**

214  
215

**Draft SELECT BOARD MEETING  
December 14, 2023 5:30PM (continued)  
Town Hall/Hybrid**

216 **H. New Business:**

217

218 **5:47 PM 1. Acceptance of Grant Award Maine DOT Bicycle/Pedestrian Program**  
219 **(\$304,000)**

220

221

222

223

224

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231

Mr. Brubaker was present to answer any questions. He did say that his office applied for the grant. This grant will get the program to a shovel-ready status. It will extend the sidewalk and shoulders about 250 feet from where they end by Old Road to the Grange Hall across from the Library. It will also extend the sidewalk on State Road about 400 feet from where it ends (Moses Gerrish Farmer Road) to Beech Road. It will involve sidewalk and shoulders on Beech Road from State Road to Route 236, and it will improve our existing crosswalks for our sidewalk out here on State Road, which needs ADA improvements. After design is done, we will seek more grants for the construction phase. This grant, getting us shovel-ready, will set us up nicely for seeking construction grants.

232

233

234

Mr. Trott asked if Mr. Brubaker knew, yet, what the annual cost of maintenance, snow removal, etc. will be on the taxpayers once this project is finished.

235

236

237

Mr. Brubaker said that I don't have specific numbers but I will be happy to do research on that and get back to the SB.

238

239

Mr. Shapleigh asked what would be the cost to actually build it.

240

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247

Mr. Brubaker said that one thing that is important with this grant and the matching funds using ARPA is that we would be able to get this project to shovel-ready status without using any property tax dollars. Once we get along in the design phase, our engineering consultant should be able to put together a pretty detailed and reliable opinion of construction costs. At that time, we will know specifically what it will cost to do these facilities. And again, once we are ready, we will seek grants for the construction phase.

248

249

Mr. Widi asked if Mr. Brubaker could research how often sidewalks need to be re-surfaced and bring that back to us.

250

251

252

253

Mr. Brubaker agreed. We anticipate asphalt, at this point, unless there was a strong preference from the community for something different.

254

255

256

257

258

**Mr. Donhauser moved, second by Ms. Dow, that the Eliot Select Board authorize the acceptance of the Maine Bicycle/Pedestrian Grant in the amount of \$304,000, if awarded, and further authorize the Town Manager to act on behalf of the Select Board to authorize and endorse documents and expenditures related to the grant as stated in the application and allowed.**

**Draft SELECT BOARD MEETING  
December 14, 2023 5:30PM (continued)  
Town Hall/Hybrid**

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**Roll Call Vote:**

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

**Unanimous vote to approve motion.**

**5:54 PM 2. Acceptance of Fuel Fund Donations**

There were three donations in the amounts of \$1,000, \$500, and \$300.

**Mr. Widi moved, second by Mr. Shapleigh, that the Eliot Select Board accept the fuel fund donations, as presented, in the memorandum from Meliss Albert, Assistant Town Manager.**

**Roll Call Vote:**

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

**Unanimous vote to approve motion.**

**5:56 PM 2a. Sewer allocation at 17 Levesque Drive**

This is a sewer allocation for a potential car wash. Mr. (Wyatt Page, engineer, - Attar) was present for this item.

Mr. Sullivan said that, at the last meeting they attended, they were asked to reduce their usage. They have reduced their usage. They have full PB approval. We have been assured there will be no issue with chemicals or PFAS.

Mr. Page spoke of finding a more efficient option to reduce water usage. Details are included in our memo and Mr. Arimento (Car Wash Pros) is present to answer questions. We cut the self-serve bay out, to begin with, because we didn't like the uncertainty of the water usage amount (unreliable data). He reviewed the specific water reductions, with the daily total going from 2,712 gallons to 2,342 gallons.



**Draft SELECT BOARD MEETING  
December 14, 2023 5:30PM (continued)  
Town Hall/Hybrid**

302 Mr. Arimento explained that the building, itself, will last a very long time. The  
303 equipment in the building typically lasts 10-15 years. Most customers pull it out  
304 due to advances in technology and to just refresh the business.  
305

306 Mr. Page added that, for most of each day, it will be unmanned. There will be one  
307 employee that will be on-call nearby, with phone numbers posted inside each bay.  
308

309 Mr. Donhauser said that the motion says that the Town can mandate that the water  
310 be tested twice a year for chemicals and asked if that was acceptable to the  
311 applicant.  
312

313 **6:09 PM** Mr. Page said that it was.  
314

315 Mr. Arimento agreed, saying that it is pretty standard that towns have that ability  
316 to do testing on a regular basis. The manufacturer will be supplying all the  
317 chemicals for this site. All of our New England customers are with Simonize,  
318 headquartered in Connecticut. The SDS (Safety Data Sheet - chemicals) sheets are  
319 pretty simple; that I'm just waiting for the PFAS Letter. I know the owner  
320 personally and I know that they have never used PFAS, ever, in their  
321 manufacturing process.  
322

323 **Ms. Dow moved, second by Mr. Widi, that the Eliot Select Board allow a**  
324 **sewer allocation of 2,350 GPD discharged into system from a car wash at 17**  
325 **Levesque Drive. The discharge will be PFAS-free and with acceptable**  
326 **discharge levels of other chemicals and contaminants. The operator must**  
327 **agree to facilitate, upon request from the Town of Eliot Select Board, a third-**  
328 **party analysis of their sewer discharge. The municipality shall not request**  
329 **more than two third-party analyses annually.**  
330

331 DISCUSSION  
332

333 Mr. Donhauser clarified that these tests will be paid by the car wash facility, not  
334 the Town.  
335

336 Mr. Page agreed, saying that that is standard.  
337

338 DISCUSSION ENDED  
339

340 **Roll Call Vote:**  
341

342 **Mr. Donhauser – Yes**

343 **Mr. Widi – Yes**

344 **Ms. Dow – Yes**

**Draft SELECT BOARD MEETING  
December 14, 2023 5:30PM (continued)  
Town Hall/Hybrid**

345 **Mr. Shapleigh – Yes**

346 **Mr. Trott - Yes**

347

348 **Unanimous vote to approve motion.**

349

350 **6:14 PM 3. Annual Insurance Rates and Municipal Share**

351

352 This is annually accepted by the SB for rates and employee/employer ratio before  
353 going into effect January 1. The rates are set by Maine Municipal Employees  
354 Health Trust.

355

356 **Ms. Dow moved, second by Mr. Shapleigh, that the Eliot Select Board accept**  
357 **the Maine Municipal Employees Health Trust Rates and Municipal**  
358 **Employee Share ratio for calendar year 2024, as presented. January 1, 2024**  
359 **effective date with no adjustments to the plan offered.**

360

361 **Roll Call Vote:**

362

363 **Mr. Donhauser – Yes**

364 **Mr. Widi – Yes**

365 **Ms. Dow – Yes**

366 **Mr. Shapleigh – Yes**

367 **Mr. Trott - Yes**

368

369 **Unanimous vote to approve motion.**

370

371 **6:18 PM 4. Acceptance of Enbridge Grant to Eliot Fire Department**

372

373 This grant will be used to upgrade the ‘ready room’ for training purposes with  
374 training equipment and other purposes.

375

376 **Mr. Donhauser moved, second by Ms. Dow, that the Eliot Select Board**  
377 **accept the \$2,500 Enbridge Grant to the Eliot Fire Department and authorize**  
378 **the Fire Chief to spend within the parameters of the said grant.**

379

380 **Roll Call Vote:**

381

382 **Mr. Donhauser – Yes**

383 **Mr. Widi – Yes**

384 **Ms. Dow – Yes**

385 **Mr. Shapleigh – Yes**

386 **Mr. Trott - Yes**

387

**Draft SELECT BOARD MEETING  
December 14, 2023 5:30PM (continued)  
Town Hall/Hybrid**

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**Unanimous vote to approve motion.**

**6:19 PM 5. Amended Conservation Easement (Murphy/Brixham Road Property)**

The property at the corner of Brixham Road and Goodwin Road, formerly owned by John Murphy, has approximately 31 acres in conservation restriction with Great Works Regional Land Trust (GWRLT). They have asked us to be able to add 1.47 acres to that conservation easement. This doesn't change that there is still one building lot on the property.

Mr. Sullivan discussed a Supreme Court law change that has added complication to the process but does not hinder the transfer of this small portion of the property to GWRLT.

Mr. (Charles) Rankie, Brixham Road spoke to his knowledge of this property. He discussed issues that bothered him with this easement change – that the person can only build on that parcel in a 2-acre spot and only a single residence on this very large parcel and that it has to be accessed off Brixham Road and only 250 feet from Brixham Road. I am asking you not to sign this easement. Let the next owner of this property negotiate with GWRLT and do what they want to do. If you do this with the restrictions to the property, the value of this property will go down. You are also taking land from the heirs. Please don't stifle this property; that it's micro-managing that property and it's awful.

Mr. Sullivan respectfully disagreed with some of the things that Mr. Rankie said. I think GWRLT wants to keep that piece as a whole to protect it pristine and undisturbed. I don't think there is anything untoward meant by GWRLT. I'm certainly respectful of a difference of opinion, here, and I think they want to work with the neighbors. They feel that this 1.47 acres and the changes to the conservation restrictions are important to them.

Mr. Rankie said that, if you take the whole parcel, don't encumber it but study it to decide what fits best on this piece of land, it's a beautiful piece of land. Who would want to scar it. We need roads and cutbacks you don't see. It's our land, we pay taxes on it. We want to preserve it but we want to use it, too. Please do not approve this.

**6:40 PM** Mr. Sullivan said that my recommendation is that adding 1.47 acres isn't a significant impact. We'd still have one building lot.

Mr. Rankie clarified that adding the 1.47 isn't the issue. It's the incumbrances it puts on; that this is micro-managing that property. It's telling you everything you can do.

**Draft SELECT BOARD MEETING  
December 14, 2023 5:30PM (continued)  
Town Hall/Hybrid**

431  
432 **6:42 PM** Ms. (Christine) Bennett thanked Mr. Rankie for his history of the property and  
433 beginnings of GWRLT. I was working at GWRLT when Jack Murphy's house  
434 burned to the ground and it was a troubling circumstance because, as Mr. Rankie  
435 mentioned, Connie Weeks' easement and Jack Murphy's easement were the first  
436 easements written in the 1980's when land trusts were very new. Since that time,  
437 land trusts have proliferated across our State, have begun to conserve land either  
438 by ownership or through conservation easements, and the easements have been  
439 optimized as we go. The State now has a model template. It has been tested  
440 through the courts. It has been vetted and it gives the best practice for a  
441 conservation easement. GWRLT was in the process of talking with Jack Murphy  
442 about updating his easement to conform with the State of Maine's model  
443 easement before the house burned down, and he still had that intent. AS anyone  
444 who knew Jack Murphy, he would dive into the details very, very deeply; that  
445 drafts went back and forth and nothing ever did transpire with that. The other  
446 piece is that, when Jack Murphy acquired that 1.47 by deed, I'm sure he wanted to  
447 add it into his easement and that is what this is looking to do, ceding the  
448 development rights on the majority of the property to GWRLT, the holder of the  
449 property conservation easement. He wanted to include them into the greater  
450 umbrella. The problem with what I just mentioned is that, when Jack Murphy's  
451 property burned to the ground and because it was such an old easement, there was  
452 not a clear and well-delineated building envelope where the easement is silent;  
453 that there are absolutely no restrictions on a building envelope because Jack  
454 Murphy's property was a non-conforming structure. He was too close to the road  
455 and he couldn't re-build, We (GWRLT) were looking at trying to amend the  
456 easement so that a building envelope could be created and he could build there.  
457 Unfortunately, Jack Murphy was never able to build or move back to the property.  
458 I might suggest you consider tabling this and having a current representative of  
459 GWRLT to come and speak to you about the specifics of this proposed update to  
460 the easement amendment; that they could do a much detailed presentation to you.  
461 I would also like to say I would think carefully about moving forward with selling  
462 this property because I think it could provide an amazing opportunity, as a  
463 conservation parcel, that the Town could use because it does allow for public  
464 access and that building envelope 250 feet from Brixham Road could make a nice  
465 little parking area for people to get out and get into the woods. It is very close to  
466 the Goodwin Forest and could provide some future conservation opportunities oin  
467 our Town.  
468

469 **6:47 PM** Mr. Rankie didn't disagree with Ms. Bennett, as far as the parcel and micro-  
470 managing. You don't need to do anything with it. Let the next owner do what  
471 needs to be done. There's nothing to worry about with what's going on there now.  
472 Lastly, that land is conservation now, as far as its value for hiking or going some  
473 place, every place that you can get to by that piece of conservation. There's a

**Draft SELECT BOARD MEETING  
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Town Hall/Hybrid**

474 Town Forest out behind my house on Johnson Lane that you can get down into  
475 the Shorey's Brook. We have fiscal responsibilities and we have conservation  
476 responsibilities, but this parcel is already locked in conservation-wise. You can  
477 only have one living unit on it. It's there. It's open land. It's making oxygen. WE  
478 don't need top own it as a Town of Eliot but we don't want to incumber it for  
479 whomever might want to beautify it and live there. Please don't do this.  
480

481 **6:48 PM** Mr. Donhauser said that I'm inclined to table this. I'm still not 100% clear on  
482 what's going on. I don't think it would hurt to table it for one more meeting.  
483

484 Mr. (Tom) Mond, Goodwin Road, lives in the building adjoining the Murphy  
485 property. Our parcel is really two feet from the building to the Murphy property;  
486 that the soffit of our building extends beyond the property boundary, which is  
487 another issue. What Ms. Bennett said about when Mr. Murphy's property burned,  
488 it's unclear to me whether that house was within the conservation easement or  
489 outside the easement. From what I understood from conversations with Mr.  
490 Murphy, there was a total of 33.47 acres and, when you add 32 to 1.4, there is still  
491 some unaccounted-for acreage around there. Our concern is, if there were to be  
492 public access to that property, that would be giving public access right to the side  
493 of our building possibly. The other thing is that I don't know where the 1.47-acre  
494 parcel is because, as far as I can understand, it's a little nebulous. It's unclear to  
495 me whether the part of the property where the house and old barn stood is part of  
496 the 1.4 or it's further up towards the family graveyard.  
497

498 Mr. Donhauser asked if he was for or against this.  
499

500 **6:51 PM** Mr. Mond said that I'm not sure. Ideally, we would like to purchase the whole  
501 parcel however that comes about, whether it's through GWRLT or public auction.  
502 Really what we want to be able to do is to protect our investment in our real estate  
503 and have a cleaner space around our house. My sense is tabling this, for the time  
504 being, is the best option that I can see to give us each more time to understand the  
505 real nuances of what this entails and where the property lines actually are.  
506

507 Ms. (Sally) Mond said that we have two feet on two sides, the north and east, and  
508 we haven't been able to cut down any trees that could affect our building. Mr.  
509 Murphy allowed us to go back a bit and behind so we took advantage of that to  
510 cut some of the trees off but we can't now cut down any trees that could be  
511 potentially dangerous to our building.  
512

513 Mr. Mond said that there are a couple of liabilities around where that building  
514 used to be. There is a well house that is exposed that any child could fall into and  
515 drown. Also, the foundation of the old barn that burned years before the house  
516 burned, it seems there is an open well there, as well, probably 30 feet off the road.

**Draft SELECT BOARD MEETING  
December 14, 2023 5:30PM (continued)  
Town Hall/Hybrid**

517 So, there are a number of liabilities that GWRLT or the Town or somebody needs  
518 to attend to.

519  
520 Ms. Mond added that there are no walls around the well and it is quite deep, and  
521 it's close to the property that's next to us.

522  
523 **6:53 PM** Mr. Widi said that tabling it and taking it up at the next meeting, that I'm in favor  
524 of not doing anything until we do a RFP and find out, if Mr. Mond said that they  
525 wanted to buy it, let them negotiate with GWRLT and then we can bless it at the  
526 end. That would be my preference. Not us to just say do this, for what reason.  
527 We're not doing anything with it anyway. I don't want to do anything, to Mr.  
528 Rankie's point. But, if we have a Request for Proposal (RFP) and we have an  
529 abutter, or someone else, to say I want to do this and I want to negotiate with  
530 GWRLT directly because, ultimately, if GWRLT is going to be the stewards of it  
531 then they are going to have to deal with the landowner. We could say whatever  
532 deal we want with GWRLT and, then, GWRLT is dealing with someone who is  
533 opposed to whatever rules that we made. Ultimately, we don't give up any  
534 authority because they could do this RFP and negotiate it. When they agree, we  
535 can just say that it sounds good.

536  
537 Mr. Donhauser said that the title to the land we are talking about belongs to the  
538 Town.

539  
540 **6:56 PM** Mr. Trott said that I believe the house on the corner where Mr. Murphy's house  
541 burned down is separate from the 1.4 that we're talking about tonight. Mr.  
542 Murphy's property and house can be built. Regarding land use, it is a non-  
543 conforming lot of record so they can build right back on top of the foundation  
544 that's there if the foundation is suitable by engineering standards. So, these  
545 properties can be sold. I don't see a need to jump at this right now. I think we  
546 need to hear from GWRLT, as Ms. Bennett said, that can inform us better on that  
547 end. A lot came up tonight that makes me question being the one to make the  
548 decision on property we're not going to own down the line. I do think we need to  
549 table this and I do think we need to look heavy about making decisions on  
550 property we don't intend to do anything with.

551  
552 **Mr. Trott moved, second by Mr. Widi, that the Eliot Select Board table this**  
553 **item.**

554  
555 There was no further discussion about tabling this issue to a further meeting.

556  
557 **Roll Call Vote:**

558  
559 **Mr. Donhauser -- Yes**

**Draft SELECT BOARD MEETING  
December 14, 2023 5:30PM (continued)  
Town Hall/Hybrid**

560 **Mr. Widi – Yes**  
561 **Ms. Dow – Yes**  
562 **Mr. Shapleigh – Yes**  
563 **Mr. Trott - Yes**

564  
565 **Unanimous vote to approve motion.**  
566

567 Mr. Tessier said that this property is big and of significant value. Have the heirs  
568 been notified by tax.

569  
570 Mr. Sullivan said yes and, for a number of years, they paid the tax. The last  
571 conversation the tax collector had with them, they decided not to pay anymore.  
572

573 **I. Old Business:**

574  
575 **6:59 PM 1. Compostable Food Waste Bag Charge**  
576

577 Mr. Sullivan said that, while there is a cost savings having food waste removed  
578 from the trash, the cost of having it removed by the contractor has grown and the  
579 cost of the biodegradable bags we are using has escalated. When we started this  
580 program they were about 12 cents/piece and now they are at 26 cents/piece. In  
581 speaking with the contractor, bags are not a requirement, that they actually prefer  
582 no bags. We are proposing you could use a 5-gallon bucket, limiting it to two  
583 buckets per visit, and encourage it to have a cover in transporting it. My  
584 recommendation is to start charging \$5/roll for 14 bags, if they choose to do that.  
585

586 There was a brief discussion of how expensive tipping fees, etc. have gotten since  
587 this program was started.  
588

589 **Mr. Donhauser moved, second by Ms. Dow, that the Eliot Select Board allow**  
590 **Public Works to charge for biodegradable bags beginning January 1, 2024 at**  
591 **a price of \$5 for fourteen (14) bags and adjust the Transfer Station policy to**  
592 **require food waste to be in a biobag purchased from the Town of Eliot or**  
593 **delivered to the Transfer Station receptacle in an appropriate reusable**  
594 **container not to exceed 5 gallons, with a limit of two 5-gallon containers per**  
595 **visit.**  
596

597 **Roll Call Vote:**  
598

599 **Mr. Donhauser – Yes**  
600 **Mr. Widi – Yes**  
601 **Ms. Dow – Yes**  
602 **Mr. Shapleigh – Yes**

**Draft SELECT BOARD MEETING  
December 14, 2023 5:30PM (continued)  
Town Hall/Hybrid**

603 **Mr. Trott - Yes**

604

605 **Unanimous vote to approve motion.**

606

607 Mr. Sullivan said that, if we receive 5-gallon buckets at the Transfer Station, we  
608 will make them available to residents.

609

610 **J. Approval of Warrant(s):**

611

612 **7:11 PM Mr. Donhauser moved, second by Ms. Dow, that the Select Board approve**  
613 **Payroll Warrant #42 in the amount of \$48,354.29, dated November 8, 2023;**  
614 **Payroll Warrant #44 in the amount of \$52,846.55, dated November 15, 2023;**  
615 **Payroll Warrant #47 in the amount of \$48,835.85, dated November 21, 2023;**  
616 **Payroll Warrant #49 in the amount of \$96,818.50, dated November 29, 2023;**  
617 **Payroll Warrant #51 in the amount of \$56,441.05, dated December 6, 2023.**

618

619 **Roll Call Vote:**

620

621 **Mr. Donhauser – Yes**

622 **Mr. Widi – Yes**

623 **Ms. Dow – Yes**

624 **Mr. Shapleigh – Yes**

625 **Mr. Trott - Yes**

626

627 **Unanimous vote to approve motion.**

628

629 **7:12 PM Mr. Donhauser moved, second by Ms. Dow, that the Select Board approve**  
630 **A/P Warrant #43 in the amount of \$1,042,708.09, dated November 8, 2023;**  
631 **A/P Warrant #45 in the amount of \$1,521,621.99, dated November 15, 2023;**  
632 **A/P Warrant #46 in the amount of \$6,096.83, dated November 15, 2023; A/P**  
633 **Warrant #48 in the amount of \$666,667.87, dated November 22, 2023; A/P**  
634 **Warrant #50 in the amount of \$121,968.97, dated November 30, 2023; A/P**  
635 **Warrant #52 in the amount of \$87,061.70, dated December 6, 2023.**

636

637 **Roll Call Vote:**

638

639 **Mr. Donhauser – Yes**

640 **Mr. Widi – Yes**

641 **Ms. Dow – Yes**

642 **Mr. Shapleigh – Yes**

643 **Mr. Trott - Yes**

644

645 **Unanimous vote to approve motion.**



**Draft SELECT BOARD MEETING  
December 14, 2023 5:30PM (continued)  
Town Hall/Hybrid**

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**K. Adjourn**

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

**Roll Call Vote:**

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

**Unanimous vote to approve motion.**

The meeting adjourned at 7:15 PM.

**Respectfully submitted,**

**Ellen Lemire, Recording Secretary**

---

**Lauren Dow, Secretary**

**Date approved:**

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**Draft SELECT BOARD MEETING**  
**February 8, 2024 5:30PM**  
**Town Hall/Hybrid**

1 **Quorum noted**

2

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

4

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

6

7 **B. Pledge of Allegiance recited**

8

9 **C. Public Comment: None**

10

11 **D. Approval of Minutes of Previous Meeting(s) - None**

12

13 **E. Public Hearing: None**

14

15 **F. Department Head/Committee Reports**

16

17 **5:31 PM Town Manager Report**

18

19 Mr. Sullivan said that the Town Manager's Report is up on the website. There are  
20 a number of updates to various projects, such as the Town Hall renovation and  
21 Eliot Website rebuild. The Eliot Community Services Department was recently  
22 renamed to Eliot Recreation Department and is integrating a "farmer's Market"  
23 with the Summer Concert Series, as well as the Arm Chair Yoga Program started  
24 by the Aging-in-Place Committee. There are also updates on the Fire Department  
25 Training Room Renovation and a slightly different approach to the next vehicle  
26 for the Police Department.

27

28 **Mr. Donhauser moved, second by Mr. Widi, that the Eliot Select Board**  
29 **accept the Town Manager's Report, dated January 31, 2024, and ask it to be**  
30 **placed on the Town website.**

31

32 **Roll Call Vote:**

33

34 **Mr. Donhauser – Yes**

35 **Mr. Widi – Yes**

36 **Ms. Dow – Yes**

37 **Mr. Shapleigh – Yes**

38 **Mr. Trott - Yes**

39

40 **Unanimous vote to approve motion.**

41

42

43

**Draft SELECT BOARD MEETING  
February 8, 2024 5:30PM (continued)  
Town Hall/Hybrid**

44 **G. Appointments/Resignations**

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**5:33 PM 1. Ellen Ceppetelli, Aging-in-Place Committee**

Mr. Sullivan noted that the motion includes a day to thank Ms. Ceppetelli for her service.

**Ms. Dow moved, second by Mr. Trott, that the Eliot Select Board accept the resignation of Ellen Ceppetelli from the Eliot Aging-in-Place Committee and prepare a proclamation to declare Ellen Ceppetelli Day on March 21, 2024 in appreciation for all of her efforts with the Aging-in-Place Committee and on behalf of the seniors who benefitted from her advocacy and drive.**

**Roll Call Vote:**

- Mr. Donhauser – Yes**
- Mr. Widi – Yes**
- Ms. Dow – Yes**
- Mr. Shapleigh – Yes**
- Mr. Trott - Yes ;**

**Unanimous vote to approve motion.**

**H. New Business:**

**5:34 PM 1. Website Rebuild Update**

Mr. Sullivan shared his screen to show the look for the developing, new Town website, thanking Ms. Tackett for all her valuable work in helping this website rebuild to come to fruition. He invited Ms. Tackett, who is managing this project, to give an overview and explain various new features of the website. This website will be ADA compliant. There will be extensive training on this website, with one person trained in each department. Ms. Tackett will be lead on the website. The new website should be up and running for March. GIS is being updated to be able to do multiple queries. Civic Ready will also be available, which is an alert system and allows for various alert options. Current E-subscribers will be carried forward. The search feature will also be improved.

**5:52 PM** Mr. (Gene) Wypyski asked if there is going to be functionality for groups outside of the municipality, like the Eliot Festival Day Committee. Will we have a page or some access to publicize things.

**Draft SELECT BOARD MEETING  
February 8, 2024 5:30PM (continued)  
Town Hall/Hybrid**

86 Mr. Sullivan said that Festival Days is closely tied to Eliot and I believe you have  
87 a relationship with the Rec Department; that that would be the way we would  
88 bring that in. Then there are other organizations that it would be inappropriate to  
89 allow on the Town website. We invite those that have ties to Eliot to send us an  
90 email request for consideration, such as the American Legion in Town as an  
91 example.

92  
93 **5:56 PM 2. 18 Littlebrook Lane Release Request**

94  
95 Mr. Sullivan said that this is a property that we had taken in tax title last year.  
96 Between discussion with the Town attorney and prior owner, we have come to the  
97 point of requesting that you release the property back to the former owner for a  
98 sale. At the time of sale, February 16<sup>th</sup>, the taxes will be paid. The tax amount is  
99 incorrect, as shown, as we are not able to collect the \$5,000 estimated FY25 taxes.  
100 The new amount is \$18,689.48 if you choose to release this property tonight. This  
101 will allow the prior owner to sell the property.

102  
103 **Mr. Widi moved, second by Ms. Dow, that the Eliot Select Board approve the**  
104 **requested release of the Tax Title foreclosure property at 18 Littlebrook**  
105 **Lane, Map 38/Lot 30, upon payment of \$18,689.48 to the Town of Eliot for**  
106 **the purpose of sale by owners and, further, to direct the Town Manager to**  
107 **execute all documents required on behalf of the Town of Eliot relative to the**  
108 **requested release of said property.**

109  
110 **Roll Call Vote:**

111  
112 **Mr. Donhauser – Yes**  
113 **Mr. Widi – Yes**  
114 **Ms. Dow – Yes**  
115 **Mr. Shapleigh – Yes**  
116 **Mr. Trott - Yes**

117  
118 **Unanimous vote to approve motion.**

119  
120 **5:58 PM 3. Cystic Fibrosis Cycle for Life, Saturday July 13, 2024, request for**  
121 **approval as presented, including Murray Rowe as a rest station.**

122  
123 Mr. Sullivan said that you approved this last year and there were no complaints.  
124 All were well-behaved and there was no additional clean-up at Murray Rowe  
125 Park. River Road is incredibly popular as part of these bike treks. I think it's good  
126 for Eliot and proud that people want to come to the community; that it's a great  
127 cause. Port-a-potties are made available upon request.  
128

**Draft SELECT BOARD MEETING  
February 8, 2024 5:30PM (continued)  
Town Hall/Hybrid**

129 **Mr. Trott moved, second by Mr. Shapleigh, that the Eliot Select Board**  
130 **approve a request from the Cystic Fibrosis Foundation to use the public**  
131 **ways, as stated in their request, and to use Murray Rowe Park the same day**  
132 **between 8 AM and 3 PM for the purpose of a rest stop.**  
133

134 **Roll Call Vote:**

135  
136 **Mr. Donhauser – Yes**  
137 **Mr. Widi – Yes**  
138 **Ms. Dow – Yes**  
139 **Mr. Shapleigh – Yes**  
140 **Mr. Trott - Yes**  
141

142 **Unanimous vote to approve motion.**  
143

144 **I. Old Business:**

145  
146 **6:01 PM 1. Town Manager Annual Evaluation**  
147

148 Mr. Donhauser said that we undertook an annual evaluation of the Town Manager  
149 and he passed with flying colors; that, speaking for the SB, you have done a great  
150 job. We used the same evaluation that Mr. Sullivan uses for his subordinate for  
151 public view.  
152

153 Mr. Sullivan said that using the same evaluation brings cohesiveness through the  
154 organization. I appreciate the SB. Very kind. Your guidance and support makes  
155 the job feel worthwhile so please don't discount what your support means. The  
156 other thing I wanted to point out is, if you want to change any of the five main  
157 goals and objectives for the year, or need to make an adjustment, we should  
158 probably talk about that because, subsequent to the next year, we would put that  
159 into not only mine but into all the other employees.  
160

161 **Mr. Donhauser moved, second by Mr. Trott, that the Eliot Select Board**  
162 **ratify the Chairman's compilation of the Town Manager's 2023**  
163 **Performance-based Evaluation, as presented, and direct it to be published on**  
164 **the Eliot Town website and otherwise made available in Town Hall upon**  
165 **request.**  
166

167 **Roll Call Vote:**

168  
169 **Mr. Donhauser – Yes**  
170 **Mr. Widi – Yes**  
171 **Ms. Dow – Yes**

**Draft SELECT BOARD MEETING  
February 8, 2024 5:30PM (continued)  
Town Hall/Hybrid**

172 **Mr. Shapleigh – Yes**  
173 **Mr. Trott – Yes**

174  
175 **Unanimous vote to approve motion.**  
176

177 **6:03 PM 2. Eliot Fuel Fund Donation - \$250 Anonymous, \$500 Eliot Fire Association**

178  
179 **Mr. Donhauser moved, second by Ms. Dow, that the Eliot Select Board**  
180 **accept the donations to the Eliot Fuel Fund, \$500 from the Eliot Fire**  
181 **Association and \$250 gifted anonymously.**  
182

183 DISCUSSION

184  
185 Mr. Widi asked how much is currently in the Fuel Fund.

186  
187 Mr. Sullivan said \$38,940.

188  
189 Mr. Trott said that I think people should be proud of that.

190  
191 The SB agreed.

192  
193 DISCUSSION ENDED

194  
195 **Roll Call Vote:**

196  
197 **Mr. Donhauser – Yes**

198 **Mr. Widi – Yes**

199 **Ms. Dow – Yes**

200 **Mr. Shapleigh – Yes**

201 **Mr. Trott - Yes**  
202

203 **Unanimous vote to approve motion.**  
204

205 **J. Approval of Warrant(s):**  
206

207 **6:05 PM Mr. Widi moved, second by Mr. Shapleigh, that the Select Board approve**  
208 **Payroll Warrant #70 in the amount of \$48,622.81, dated January 24, 2024;**  
209 **Payroll Warrant #73 in the amount of \$50,617.54, dated January 31, 2024;**  
210 **Payroll Warrant #74 in the amount of \$1,000.35, dated January 31 2024.**  
211

212 **Roll Call Vote:**

213  
214 **Mr. Donhauser – Yes**

**Draft SELECT BOARD MEETING  
February 8, 2024 5:30PM (continued)  
Town Hall/Hybrid**

215 **Mr. Widi – Yes**  
216 **Ms. Dow – Yes**  
217 **Mr. Shapleigh – Yes**  
218 **Mr. Trott - Yes**  
219

220 **Unanimous vote to approve motion.**  
221

222 **6:06 PM Mr. Widi moved, second by Mr. Trott, that the Select Board approve A/P**  
223 **Warrant #68 in the amount of \$854,514.87, dated January 24, 2024; A/P**  
224 **Warrant #69 in the amount of \$5,128.71, dated January 24, 2024; A/P**  
225 **Warrant #71 in the amount of \$369.11, dated January 24, 2024; A/P Warrant**  
226 **#75 in the amount of \$105,948.27, dated January 31, 2024.**  
227

228 **Roll Call Vote:**  
229

230 **Mr. Donhauser – Yes**  
231 **Mr. Widi – Yes**  
232 **Ms. Dow – Yes**  
233 **Mr. Shapleigh – Yes**  
234 **Mr. Trott - Yes**  
235

236 **Unanimous vote to approve motion.**  
237

\*\*\*\*\*

238  
239 **Mr. Sullivan thanked the SB for the positive performance-based evaluation. I**  
240 **greatly appreciate that. I also wanted to let you know that your next meeting will**  
241 **be long because we will be getting updates on the Town Hall Project and Route**  
242 **236 Project.**  
243

244 **K. Adjourn**  
245

246 **Ms. Dow moved, second by Mr. Trott, that the Select Board adjourn.**  
247

248 **Roll Call Vote:**  
249

250 **Mr. Donhauser – Yes**  
251 **Mr. Widi – Yes**  
252 **Ms. Dow – Yes**  
253 **Mr. Shapleigh – Yes**  
254 **Mr. Trott - Yes**  
255

256 **Unanimous vote to approve motion.**  
257

**Draft SELECT BOARD MEETING  
February 8, 2024 5:30PM (continued)  
Town Hall/Hybrid**

258                   The meeting adjourned at 6:09 PM.

259

260

261                   **Respectfully submitted,**

262

263                   **Ellen Lemire, Recording Secretary**

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\_\_\_\_\_  
**Lauren Dow, Secretary**

269

270

**Date approved:**  
\_\_\_\_\_

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276



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

**PUBLIC HEARING NOTICE**

**AUTHORITY:** ELIOT SELECT BOARD  
**PLACE:** ELIOT TOWN OFFICE  
**DATE OF HEARING:** THURSDAY, March 14, 2024  
**TIME:** 5:30PM

Notice is hereby given that the Select Board of the Town of Eliot, Maine will hold a public hearing on Thursday, March 14, 2024 at 5:30PM in said Town to hear public comment on the following:

CATLAB LLC 19 Levesque Drive Eliot Maine, Renewal Cannabis Testing License. (MTF368)

All interested persons are invited to attend the public hearing and will be given an opportunity to be heard at that time. Please refer to the Town of Eliot's website for zoom instructions if you do not want to participate in person at the town office.

If you cannot attend meeting in person or zoom, and want to make comments in regards to the topic, please send any correspondence to the Town Manager prior to meeting date at [townmanager@eliotme.org](mailto:townmanager@eliotme.org)

**Copies of the license application is available at the town office for review.**

**Eliot Town Manager Report**  
**March 5, 2024**  
**Submitted by**  
**Michael J. Sullivan to the Eliot Selectboard**

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



**The Square Pond Ice Skating 2024.**

Despite the efforts of the Eliot Recreation Department and the Eliot Public Works the possibility of opening the “pond” to skating for this winter is seriously in doubt. The scene above of a “not-so-long-ago” looks like the quintessential Maine Winter scene, it may be impossible to recreate in the future.

The Public Works will cease checking the ice conditions regularly as they have for December, January, and February. Just last week as it was recognized that a possible window of cold days and nights were on the horizon the Public Works cleared the snow as best they could from the surface, the ice was just short of what is considered a safe thickness, and we were hoping it would build thickness as it thawed and refroze.

It did not happen so we will no longer allocate any time resources to the pond prep for skating this season. We are discussing some ideas where a more modern approach may be possible to meet the call for more Winter outdoor activities. Personally, I loved skating, but as I age, I do not miss the snow, ice, slush or cold.....so I will skate nostalgically this season, if that is a thing, less injuries as well.

**FY 24 Budget.**

We are nearing the end of the FY 2024 Budget season, after seven months of review, information gathering, data analysis, prognosticating, planning, and presenting. I believe we have a solid FY 24 budget, which will allow us to meet the service needs of the citizens of Eliot. It is not a perfect process or product, but one that I believe is solid and reflects everyone’s efforts.

There is information for all residents to review information on the town website and I truly appreciate the suggestions the Select Board, Budget Committee, managers and staff have contributed to the creation of the budget.

I do expect we will be making some adjustments and providing some updates in the next week or so, particularly in the MSAD budget as they are suggesting the place holder number of \$11.9 million is likely higher than the new data suggests. We appreciate our legislators continuing to seek more funding for schools and taking pressure off of local property taxes.

( <https://www.eliotmaine.org/town-manager/pages/fy25-town-managers-budget-proposal> )

### **Policy Updates.**

I would like to thank Finance Director Kristin McNulty for not only her tireless work in terms of implementing best practices for our accounting process, but also developing critical updates of our existing (sometimes non-existent) financial policies.

Recently The Eliot Select Board reviewed and accepted a Procurement Card (credit card) Policy for all employees to abide by. Tightening and establishing financial policies is an area of focus critical to the financial health of the municipality. Both the Select Board and the Budget Committee have been invited to make comments as the policies are in their draft stages.

We are que up policies for Disbursement of Funds and Grant Process for the next Select Board meeting and the Finance Director is reviewing our Investment Policy (established last year). We also will be working with our bond advisor to review best practices for municipal borrowing and decide whether we will establish a borrowing policy. This is all complicated, but necessary work and I am appreciative of the efforts being made.

There will be some review of the Personnel Policy/Handbook in the next few months which will likely produce some updates in that area as well. I thank Asst. TM and HR Specialist Melissa Albert for her work in that regard.

### **Project Updates.**

For all three major projects (Town Hall/PD, Murray Rowe Park, Water and Sewer Extension Project) the bid specification and final design work to allow the projects to go out to bid are in progress.

Tidewater Engineering is preparing the plan design for Murray Rowe and is working with Port City on the civil engineering requirements for the Town Hall project. Underwood Engineering is finalizing design and permit preparations for Contracts #2 #3 and #1B for the Water and Sewer Project.

### **Transfer Station.**

We are still on track to make some significant changes to the operation of the Transfer Station on April 3<sup>rd</sup>. This will include, but not limited to credit card only, creating a new queuing pattern when you enter, assessing all charges upon arrival (including bag sales), and if the Select Board decides to proceed, we may include single stream recycling as discussed with ecomaine.

As we have discussed on several occasions prior, the cost of operating a transfer station continues to increase. We do not have much control over market conditions, so efficiency and increased charges are our only two options to address to offset increasing costs. We continue to explore efficiencies in order to avoid costs, as a better option than increasing costs to the citizens.

We also are acutely aware that we have some very difficult decisions to make going forward, some clearly that will affect staffing at the TS. We must keep in mind that a small percentage of the overall taxpayers are regular users of the station, so any costs should be born of the users to the greatest extent possible.



### **Eliot Connects.... with Winter!**

Congratulations! To all the volunteers who made the event a success, to all that made donations, to the Fire Department, Rec Department, Police and Public Works for their efforts to promote and facilitate the event. Job well done!

It speaks to the caring nature of the Town of Eliot. The Saturday March 2<sup>nd</sup> event was well attended, and everyone seemed to be sharing in the importance of community. Also my wife loved the soups and I reminded her not to say I

never take her anywhere..... :) Again, congratulations Eliot!

### **Access Channel 22.**

Comcast customers may have noticed Channel 22 on the cable line up is now showing the Town of Eliot banner. We are expecting soon this will be another option for watching public meetings, for messaging from Town Hall and eventually presenting subject matter of importance to the public.

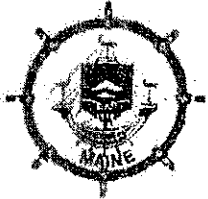
Town Hall Streams will remain in place for those who are not cable subscribers, as we will continue to broadcast meetings on that platform. We will eventually have the capability for scrolling community events. To begin with we will limit the announcements to municipal functions i.e., voting information, special meetings, and Rec Department activities, once we are comfortable with the technology, we will revisit the limitations and capacity.

Respectfully submitted,

*Michael J. Sullivan*

Michael J. Sullivan

Town of Eliot, Manager



# TOWN OF ELIOT, MAINE

1333 STATE ROAD, ELIOT, ME 03903

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

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

1. Express your interest as to why you want to serve:

to serve my community

2. Give a brief reason(s) as to why the Select Board should support your appointment.

1. I'm already on the AIP Comm.  
2. I'm aging in place now

3. Give a brief summary as to how you will maintain an unbiased participation on a regular and continuing basis throughout term.

by being an informed citizen and an honorable person, with integrity and the community's residents' best interests at heart

4. Any know conflict of interest:  YES  NO if yes, please list

## BY SUBMITTING THIS APPLICATION YOU UNDERSTAND THE FOLLOWING:

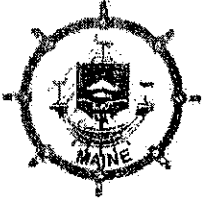
1. This application is for consideration and does not mean you will necessarily be appointed to this Board/Commission or Committee.
2. The Town Manager will review your application, may contact you, and determine any potential conflict of interests.
3. This application will be forwarded to the Select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

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

SIGNATURE OF APPLICANT

DATE

02/5/2024



# TOWN OF ELIOT, MAINE

1333 STATE ROAD, ELIOT, ME 03903

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

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

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

NAME: JENNY ISLER

RESIDENCE: [REDACTED] RD ELIOT ME 03903

MAILING (if different) \_\_\_\_\_

E-MAIL ADDRESS: [REDACTED] PHONE # (Home) \_\_\_\_\_

WORK # \_\_\_\_\_ CELL # [REDACTED]

**Please check your choices:**

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

→ Comp Plan Update Comm.; Open Space + Rec.

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

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

EDUCATION/TRAINING: yes

RELATED EXPERIENCE (Including other Boards/Committees and Commissions)  
Current member

PRESENT EMPLOYMENT: Wm Fogg Public Library

ARE YOU 18 YEARS OR OLDER:  YES  NO

RECYCLING SERVICES AGREEMENT

AGREEMENT made this  day of  2024 by and between **ecomaine** with a principal place of business located at 64 Blueberry Road, Portland, Maine 04102 (hereinafter, “**ecomaine**”), and **Eliot**, in the State of Maine (hereinafter, the “Municipality”).

WHEREAS, ecomaine owns and operates a single sort recycling facility located at 64 Blueberry Road in Portland, Maine (the “Facility”); and

WHEREAS, ecomaine encourages and promotes regional recycling in accordance with the State’s solid waste management and recycling plan; and

WHEREAS, recycling is to the benefit of the economy and environment of the Municipality; and

WHEREAS, the Municipality generates recyclable materials within its boundaries and provides for a method of collection of those recyclable materials; and

WHEREAS, the Municipality is seeking a cost-effective and environmentally sound manner for the processing of recyclable materials; and

WHEREAS, ecomaine is willing to accept and handle Municipality’s recyclable materials for processing at the Facility;

NOW THEREFORE, in consideration of the mutual covenants and other good and valuable consideration set forth herein, the receipt and sufficiency of which are hereby acknowledged, ecomaine and the Municipality hereby agree as follows:

1. Definitions. In addition to any terms defined elsewhere in this Agreement, the following capitalized terms shall have the following meanings:

- a) “*Contaminant*” means any material, including free flowing liquid, that is not included in ecomaine’s Program List.
- b) “*Hauler*” means any entity or person that performs solid waste services on behalf of the Municipality, including, without limitation, the delivery of Recyclable Materials to the Facility. “Hauler” shall also mean the Municipality when the Municipality delivers Recyclable Materials to the Facility with its own employees or agents.
- c) “*Hazardous Waste*” means waste by its composition, characteristics, or other inherent properties is dangerous to handle by ordinary means, or which may present a substantial endangerment to health or safety, or which presents a reasonable possibility of adversely affecting the operation of the Facility. “Hazardous Waste” shall also mean waste which is defined as harmful, toxic, dangerous, or hazardous at any time during the term of this Agreement pursuant to (i) the Solid Waste Disposal Act, 42 U.S.C. §§ 6901 *et seq.*, as amended; and

(ii) the Maine Hazardous Waste, Septage and Solid Waste Act, 38 M.R.S. §§ 1301 *et seq.*, as amended; and (iii) any other federal, state, county or local codes, statutes or laws; and (iv) any regulations, orders or other actions promulgated or taken with respect to the items listed (i) through (iii) above; provided, however, that any such materials that are later determined not to be harmful, toxic, dangerous, or hazardous by any governmental agency or unit having appropriate jurisdiction shall not be considered "Hazardous Waste" unless a contrary determination has been or is made by any other governmental agency or unit having appropriate jurisdiction. "Hazardous Waste" shall include, without limitation, medical waste.

- d) "*Processing Fee*" means the per-ton fee paid by the Municipality for the processing of Recyclable Materials by ecomaine at the Facility.
- e) "*Program List*" means a list of Recyclable Materials accepted by ecomaine for processing at the Facility, as indicated on Attachment A.
- f) "*Recyclable Materials*" means materials that are separated from waste, either at the source of such waste or at any transfer station, recycling facility or other location, and which, in the reasonable judgment of ecomaine, are capable of being returned to the economic mainstream in the form of raw materials or products, provided that Recyclable Materials shall not include Hazardous Waste.
- g) "*Single Sort Recycling Program*" means the single category recycling program owned and operated by ecomaine at the Facility, whereby materials to be recycled are not required to be sorted into categories.
- h) "*Municipality*" means a municipality, as defined in 30-A M.R.S. § 2001, or any other governmental entity that is party to this Agreement.
- i) "Average Commodity Revenue" (ACR) is based on the blended revenue earned or costs incurred by ecomaine from the marketing of recyclable materials received through its Single Sort Recycling Program. Excluded from revenue and its respective tonnage are materials received sorted, the value and tonnage of which is not included in the single sort revenues. Additionally, the cost of residue MSW is deducted from single sort revenues received before distribution. Total ACR revenues after deduction for sorted revenues and residue are then divided by total single sort inbound tons to arrive at an average per ton ACR.

## 2. Delivery of Recyclable Materials.

- a) The Municipality agrees to deliver or cause to be delivered to the Facility all Recyclable Materials on the Program List generated within the boundaries of the Municipality and under the Municipality's control, and ecomaine agrees to receive and process all such Recyclable Materials through the Single Sort Recycling Program, except as otherwise provided herein.



- b) ecomaine shall provide the Municipality with the Program List, which may be revised by ecomaine up to twice per year upon 60 days' prior notice to the Municipality.
- c) Except as otherwise provided herein, ecomaine shall be exclusively entitled to any benefits derived from Recyclable Materials delivered to the Facility by or on behalf of the Municipality.

3. Collection, Transportation and Handling of Recyclable Materials.

- a) The Municipality shall be responsible for all costs associated with collection and transportation of Recyclable Materials to the Facility.
- b) Until delivery to the Facility, Recyclable Materials remain the property of the Municipality and all responsibility for safe and lawful handling rests with the Municipality.
- c) Upon acceptance of Recyclable Materials by ecomaine from the Municipality or its Hauler, all responsibility belongs to ecomaine, provided that any Hazardous Waste delivered by the Municipality to the Facility and inadvertently accepted by ecomaine shall remain the responsibility of the Municipality.
- d) Delivery of Recyclable Materials shall occur during the hours of operation at the Facility as posted by ecomaine.
- e) The Municipality shall use best efforts to ensure that Contaminants are not included with Recyclable Materials. Upon inspection, ecomaine may downgrade loads that contain Contaminants. Downgraded loads will incur a contamination fee for the entire load as follows:
  - 3-5% contaminants by volume will receive a warning.
  - 6-10% contaminants by volume will incur an additional \$15 per ton fee.
  - 11-15% contaminants by volume will incur an additional \$25 per ton fee.
  - 16-20% contaminants by volume will incur an additional \$45 per ton fee.
  - 21-25% contaminants by volume will incur an additional \$55 per ton fee.
  - 26% or higher contaminants by volume will incur a contamination fee in the amount of the current commercial waste disposal gate rate per ton fee for the entire load.
- f) For loads containing any portion of Hazardous Waste, including medical waste, to the extent detected by **ecomaine** prior to tipping, **ecomaine** will immediately reject such loads and the Municipality or its Hauler shall promptly remove such loads from the Facility for disposal at an appropriate facility. For loads containing any portion of Hazardous Waste, including medical waste, to the extent detected by **ecomaine** after tipping, **ecomaine** will segregate such loads and dispose of them at an appropriate facility designated by **ecomaine**. All costs associated with the disposal of Hazardous Waste will be at the sole expense of the Municipality. The Municipality will not receive payment under Section 5 for any load containing a level of contamination greater than 10% or for any load

containing Hazardous Waste. Any contamination fees charged will be in addition to net processing costs.

- g. In the event that no market for Recyclable Materials exists at any point during the term of the Agreement, ecomaine may, in its sole discretion, utilize alternative disposal methods for the Recyclable Materials, including without limitation disposal at ecomaine's landfill or waste-to-energy facility.

4. Term of Agreement.

- a) This Agreement is effective for three (3) years, commencing on and ending on, unless sooner terminated under the terms hereof.
- b) To ensure continuous service, this Agreement will be automatically renewed for successive 3-year periods, unless either party serves written notice of termination upon the other party no less than ninety (90) days before the end of the initial term or ninety (90) days before the end of any subsequent 3-year term.

5. Processing Cost and Revenue Share.

- a) The Municipality shall pay ecomaine a **Processing Fee of \$115 per ton** for Recyclable Materials delivered by or on behalf of the Municipality to the Facility until June 30, 2025, at which time and annually thereafter, the Processing Fee shall be adjusted by the percentage increase, if any, in the Consumer Price Index for Urban Consumers Northeast Region, Class B (CPI-U, Northeast B) (all items 1982-1984=100) compared to the previous year. Notwithstanding the preceding sentence, no single, annual adjustment will exceed 7% in any one year.
- b) The Agreement shall provide a revenue/cost sharing rebate/charge, based on the year-to-date Average Commodity Revenue (ACR) a credit or charge will be issued to the Municipality, based on the ACR per ton value and the Recyclable Tons delivered by the Municipality (except for any loads containing 10% or more contamination as those will not be eligible for any credit or rebate for the recyclable material). The rebate/charge settlement will occur at an interval of every Quarter. When ACR is above \$10 per ton, the value of the rebate shall be 60% of the ACR on an inbound non-contaminated per-ton basis. When ACR is between \$0 and \$10 per ton, no rebate is provided. When ACR is below \$0 per ton, the Municipality will be charged 100% of the negative ACR for all tons. The revenue sharing rebate/charge shall be paid or billed Quarterly based on ecomaine's cumulative fiscal year calculation and shall be paid or billed within 45 days of each quarter. The calculation is based on an annual basis and quarterly installments payments/charges offset the annual amount due or owed for the cumulative fiscal year ending June 30.

6. Payment. On a monthly basis during the term of the Agreement, **ecomaine** shall issue an invoice to the Municipality detailing Processing Fees due under Section 5(a), any contamination fees due under Section 3(e), and any other applicable charges due. The Municipality shall pay the invoice amount to **ecomaine** within thirty (30) days of the invoice date. In the event that a

credit is due to the Municipality under Section 5(b), **ecomaine** will pay the Municipality within thirty (30) days of the last day of the fiscal year. In the event that a charge is issued to the Municipality under Section 5(b), the Municipality will pay **ecomaine** within thirty (30) days of the last day of the fiscal year.

7. Default. Failure of the Municipality to deliver or cause to be delivered to the Facility all Recyclable Materials generated within the boundaries of the Municipality and under its control shall constitute a breach of this Agreement. In event of such breach, the Municipality shall pay **ecomaine** an amount equal to the Processing Fee in effect for the period of breach times the estimated number of tons of Recyclable Materials that were not delivered to the Facility as a result of such breach. **ecomaine** will estimate such number of tons on a monthly basis by:

- a) Calculating the number of tons of Recyclable Materials generated in the Municipality and delivered to the Facility in the calendar month prior to the commencement of the breach; and
- b) Adjusting the above number of tons for any monthly or seasonal variation in delivery that has occurred in the previous two calendar years; and
- c) Subtracting from the resulting figure the number of tons of Recyclable Materials generated in the Municipality and actually delivered to the Facility during each month in which the breach occurs.

In the event that sufficient historical data does not exist to allow calculation of the estimated number of tons of undelivered Recyclable Materials as the result of such breach, **ecomaine** shall estimate that number of undelivered tons in any reasonable manner available.

8. Force Majeure. Neither party shall be liable to the other for its failure to perform hereunder if its performance is rendered impossible by any act, event or condition beyond its reasonable control which, by exercise of due diligence, it shall be unable to overcome. Such acts, events or conditions shall include, but not be limited to, the following:

- a) Acts of God, hurricane, tornado, lightning, earthquake or epidemic;
- b) Acts of war, civil insurrection or terrorism;
- c) Fire or flood not caused by the party unable to perform; or
- d) Injunctions, or restraining orders, judicial or governmental laws, regulations, requirements, orders, actions, or inaction, including the revocation or suspension, or failure to issue or to obtain or renew any permit, except where the order, action or inaction is due to the acts or omissions of the party claiming the existence of a force majeure hereunder.

A party claiming the benefit of this provision shall, as soon as reasonably practicable after the occurrence of any such event, (i) provide written notice to the other party of the nature and extent of any such Force Majeure condition; and (ii) use commercially reasonable efforts to remove any such causes and resume performance under this Agreement as soon as reasonably practicable.

9. Notices. All notices herein required or permitted to be given or furnished under this Agreement by either party to the other shall be in writing, and shall be deemed sufficiently given and served upon the other party if (1) sent by email to the addresses listed below, which will be deemed to have been received at the time shown in a delivery confirmation report generated by the sender's email system which indicates that delivery of the email to the recipient's email address has been completed; or (2) hand delivered or sent by postage prepaid, addressed as follows:

If to **ecomaine**:

**ecomaine**  
64 Blueberry Road  
Portland, ME 04102  
Attn: Kevin Roche, CEO/General Manager  
[roche@ecomaine.org](mailto:roche@ecomaine.org)

With a copy to:

Mark A. Bower, Esq.  
Jensen Baird Gardner & Henry  
Ten Free Street, P.O. Box 4510  
Portland, Maine 04112  
[mbower@jensenbaird.com](mailto:mbower@jensenbaird.com)

If to the Municipality:

Michael J. Sullivan  
Town of Eliot, Manager  
1333 State Road  
Eliot, Maine 03903  
[townmanager@eliotme.org](mailto:townmanager@eliotme.org)

Said notice shall be deemed given when mailed or emailed with acknowledgement. Each party shall have the right, from time to time, to designate a different person, and/or address, and/or email address by notice given in conformity with this Article.

10. Compliance with Laws. Each party shall comply with all federal, state and local laws, regulations, rules, ordinances and orders of any kind that are applicable to that party's performance under this Agreement.
11. Indemnification. To the extent permitted by law, **ecomaine** and the Municipality shall each indemnify, save, and hold harmless the other from and against any and all liabilities, expenses, including reasonable attorney's fees, claims, costs, losses, suits, judgments, or damages relating to injuries or deaths of persons or damage to property in any way attributable, directly or indirectly, to the acts or omissions of authorized agents, officers, contractors or employees of the other party; provided, however, that the indemnifying

party shall not be liable for indemnification under this Section 11 to the extent any such liabilities, expenses, claims, costs, losses, suits, judgments, or damages result from the negligence, contributory negligence, fault or willful misconduct of the indemnified party or its authorized agents, officers, contractors or employees.

The parties acknowledge that both parties are political subdivisions of the State of Maine to which the Maine Tort Claims Act applies. Therefore, this indemnification requirement shall not apply to any claim for which either party would not be liable under the Maine Tort Claims Act, 14 M.R.S. §§ 8101 *et seq.*, if such claim were made directly against that party, and that party shall continue to enjoy all rights, claims, immunities, and benefits available to it under law.

This section shall survive termination of the Agreement.

12. Assignment. This Agreement, its rights and obligations, is not assignable or transferable by either party, in whole or in part.
13. Severability. In the event any covenant, condition or provision of this Agreement is held to be invalid or unenforceable by the final judgment of a court of competent jurisdiction, or by any other board, tribunal or entity the decision of which is binding upon the parties hereto and which has become final, such invalidity or enforceability shall in no way affect any of the other covenants, conditions or provisions hereof.
14. Modification. This Agreement represents the entire agreement of the parties hereto and supersedes all prior negotiations, representations or agreements, either written or oral. This Agreement may only be modified or revised in writing, signed by the authorized agents of the parties.
15. Construction of Agreement. This Agreement and its performance shall be construed and governed in accordance with the laws of the State of Maine. This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and permitted assigns.
17. Counterparts. This Agreement may be executed in counterparts, each of which shall be an original, and together shall constitute one and the same instrument. The exchange of copies of this Agreement and of signature pages by email (PDF) or facsimile transmission shall constitute effective execution and delivery of this Agreement as to the parties and may be used in lieu of the original Agreement for all purposes.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement to be effective as of the date first above written.

Witness:

Town of Elliot

\_\_\_\_\_

By: \_\_\_\_\_

Its:

Witness:

\_\_\_\_\_

**ecomaine**

By: \_\_\_\_\_

Its: CEO/General Manager

# ecomaine

With single stream recycling nothing needs to be sorted or kept separated. Everything is placed in the same container. Here's a look at what is (and isn't) recyclable at **ecomaine**:

## ecomaine

DO recycle

**PAPER**

- All clean cardboard, paperboard, & pizza boxes (*NO FOOD*)
- Newspaper & inserts
- Magazines
- Mail & catalogs
- Paper bags
- Office paper, envelopes, & window envelopes
- Wrapping paper
- Phone books
- Books
- Paper plates (*clean*)
- Milk & juice cartons
- Drink boxes & aseptic containers
- Shredded paper  
*(put in clear plastic bags - this the ONE exception to our 'no plastic bags' rule!)*

**PLASTIC**

- Water bottles
- Milk jugs
- Detergent bottles
- All rigid containers marked #1-7 (except Styrofoam)

**METAL**

- Tin cans
- Aerosol cans (*empty*)
- Aluminum cans & foil
- Pots & pans

**GLASS (all colors)**

- All glass bottles & jars

All rigid containers must be **EMPTY** (not perfectly clean)

This is not a complete list! Search more than 1,500 items at [ecomaine.org/101](http://ecomaine.org/101)

DON'T recycle

NO PLASTIC BAGS!



**Plastic bags & wrap:**

- Trash & shopping bags (*empty or full*)
- Plastic wrap or film
- Bubble wrap or mailers
- Tyvek or plastic envelopes
- Bread bags
- Potato chip & snack bags
- Sandwich baggies
- Animal food bags
- Frozen vegetable bags
- Pellet bags
- Newspaper bags
- Boat wrap or tarps
- Straws & cup lids
- Styrofoam (*even if it's #6!*)
- Paper towels, napkins, or tissue
- Needles & sharps
- Large metal parts
- Gas tanks (*propane, helium, oxygen, etc.*)
- Wood & lumber
- Pipes (*metal or plastic*)
- Clothing & shoes
- Bedding & pillows
- Batteries:  
*alkaline*  
*button-cell*  
*rechargeable & lithium-ion*
- Light bulbs (*any type*)
- Garden hoses
- Diapers (*baby or adult*)
- Food or plants (*compost these*)
- Kitty litter
- Knives & blades
- Toys
- Vinyl siding
- Wax-coated paper & boxes
- Rope, string, chain

## ecomaine



**Do not bag recyclables**  
No garbage



**No plastic bags or film**  
Return to retailers  
(Check out [www.plasticfilmrecycling.org](http://www.plasticfilmrecycling.org))

ecomaine's

THREE RULES OF PLASTIC RECYCLING

Plastic containers - except Styrofoam - are recyclable if they meet ALL three of these rules:

1. It must have a #1-7 recycling symbol
2. It must be rigid, or hard plastic
3. It must be a container





**No batteries of any kind**  
No electronics



**No "tanglers"**  
No cords, electronics, hoses, ropes, etc.



**No hazardous waste**  
No explosives - No sharps



**No clothing or linens**  
Use donation programs



**No food or liquid**  
Empty all containers

Questions? Look up more than 1,500 items on **ecomaine's** FREE Recyclopeda app!  
[www.ecomaine.org/101](http://www.ecomaine.org/101)

**When in doubt, throw it out!** If it's not on the DO side, it should be considered on the **DON'T** side!

# **TOWN OF ELIOT**

## **Disbursement Policy**

Issued:



## **PURPOSE**

To mitigate the risk of fraud and ensure the Municipality disburses cash only for legally valid liabilities. This policy creates guidelines for the expenditure of Municipal funds.

## **POLICY**

No disbursement for any payroll or vendor expense shall occur without prior warrant approvals by the Select Board.

### **A. Payroll Disbursements**

Every submission for an individual payroll disbursement must be based on approved employee time accounting, through the employee ‘time clock’ software to the assigned payroll processor as designated by the Finance Director. Every payroll submission must also follow applicable personal service contracts or classification schedules and the Municipality’s personnel ordinances and policies. No employee may submit overtime hours (i.e. hours exceeding 40 hours in a week) or hours for any special detail work without the supervisor’s approval.

All changes to employee payroll information must be made in-person at Town Hall. Following submission, all changes will be reviewed and processed in a timely manner. Changes requested on the phone, via email, in writing, or any other means will not be accepted under any circumstances as a matter of security.

### **B. Accounts Payables Disbursements**

Procedures for submitting departments:

- All invoices should be stamped and coded with the vendor number, appropriate expense account code, a brief description of the expense, and approved payment amount, and then submitted to the Finance Department within five business days of receipt.
- All invoices must include all the detailed pages of the original invoice and any supporting documentation (i.e. packing slips, etc.)
- Vendor payments may only be made from approved invoices; payments from vendor quotes or statements are forbidden.
- All invoices must be signed by the department head (or by an authorized designee in their absence)
- By signing each invoice, the department head attests that all purchasing laws and procurement policies were followed.
- As a tax-exempt organization, the Municipality will not pay sales tax on any expense.
- The Municipality does not pay gratuities on any expense.
- **All outstanding invoices as of June 30 for the General and Enterprise funds must be submitted to the Finance Director no later than July 15<sup>th</sup> following the previous fiscal year. Any outstanding bill submitted after July 15<sup>th</sup> must be presented to the Town Manager with a memorandum stating the reason why it is late, the Town Manager will place the request for payment on the next available Select Board agenda for their approval to pay.**
- Any requests to pay a new vendor should include a signed W-9 form and, a current Certificate of Liability Insurance (for vendors that perform services on site in the Municipality) and a contract when applicable.
- Accounts Payable checks will be mailed out by the Finance Department

Procedures for the Finance Department:

- All invoices received a schedule set by the Finance Director payment will be issued upon completion of the warrant process.
- The Finance Department will review all invoices for:
  - The invoice date is within 30 days.
  - The original invoice is properly coded and authorized by the department head and includes all invoice detail pages and supporting documentation (i.e. packing slips, etc.)
  - W-9 is on file.
  - Certificate of Liability Insurance (if applicable) is on file.
  - Vendor contract must be on file if applicable.
  - Invoice is dated in the current fiscal year;
  - Budget category or fund is not in deficit.
- The Finance Department will send back each invoice to the submitting department that does not meet the above requirements.
- Checks will be printed and mailed by the Finance Department in an expedient manner and within seven business days of all necessary approvals.

C. Roles/Responsibilities

All disbursement activity is subject to audit by the Municipality’s independent auditor. The following are the roles and responsibilities for disbursement-related processes and procedures:

Role/Position	Disbursement-Related Responsibilities
Every Employee	<ul style="list-style-type: none"> <li>• Record time and attendance in time clock software</li> </ul>
Department Heads	<ul style="list-style-type: none"> <li>• Attest to accuracy of employee time clock submissions for payroll.</li> <li>• Ensure all purchases of goods &amp; services conform to procurement laws and policies.</li> <li>• Verify that the department received the goods/services being submitted for payment.</li> <li>• Verify adequate funds exist in the department’s budget for every disbursement request.</li> <li>• Attest to accuracy of vendor invoice submissions.</li> <li>• Transmit vendor payment requests and payroll time sheets timely (by Tuesday at 12 PM for Accounts Payable, and Wednesday at 10 AM for Payroll)</li> </ul>
HR Director	<ul style="list-style-type: none"> <li>• Create employee profiles for new employees in payroll module of financial software.</li> <li>• Notify Finance Department of changes/adjustments to employee/employer payroll deductions</li> </ul>
Finance Assistant	<ul style="list-style-type: none"> <li>• Verify with HR Director that all payroll payment tables follow collective bargaining agreements or any other compensation schedules.</li> <li>• Process payroll data.</li> <li>• Upon receipt of approved payroll warrants, fund the gross payroll warrant, Municipality’s portion of FICA, Medicare</li> </ul>

	<p>Tax, and Maine State Retirement in the associated bank account.</p> <ul style="list-style-type: none"> <li>• Initiate ACH transfer for applicable payees</li> <li>• Ensure every issued check is imprinted with accurate disbursement data.</li> <li>• Mail checks to vendors</li> </ul>
Finance Director	<ul style="list-style-type: none"> <li>• Review all departmental submissions and approve items for inclusion on the vendor or payroll warrant only after validating: <ul style="list-style-type: none"> <li>○ Procurement laws were adhered to.</li> <li>○ The submission is legal (i.e. it follows the intent of the appropriation)</li> <li>○ Adequate funds exist.</li> <li>○ No fraud is evident.</li> </ul> </li> <li>• Finalize Accounts Payable warrants in the financial software.</li> <li>• Post Accounts Payable and Payroll warrants to the general ledger</li> </ul>
Town Manager	<ul style="list-style-type: none"> <li>• Review each warrant and direct inquiries to the Finance Director or appropriate department head</li> </ul>

Proposed 3/14/2024.  
Finance Director Kristin McNulty  
Recommended  
Town Manager Michael J. Sullivan

# **TOWN OF ELIOT**

## **Grants Management Policy**

Issued:

## **PURPOSE**

The purpose of this policy is to leverage the external revenues attainable through grants or donations that serve the Municipality's best interests, by setting a framework for evaluating grant opportunities. Effective grant management is essential.

## **BACKGROUND**

30-A MRS §5729 allows municipalities to apply for, accept, and appropriate state and federal grants for any purpose for which they are made available. Further §2-80(11) of the Town of Eliot's Code of Ordinances authorizes the select board to accept and appropriate or to reject any and all funds from grants, donations, and reimbursements during the year for any municipal department, committee, commission and/or project, to include but not limited to reimbursements from F.E.M.A. for declared emergencies, block grants, donations, and capital or program grants. This approval process allows the Select Board to assess whether the details of the grant program align with municipal goals and are cost effective long term and review the administrative burden related to a proposed grant. This policy demands departments to obtain preapproval(s) before applying for any grants from the Town Manager and then obtain spending approval once a grant is awarded from the Select Board.

As a legal contract, every grant agreement must be fulfilled under its prescribed terms, and all applicable federal, state, and local regulations.

## **POLICY**

All departments are encouraged to pursue grant funding for projects and programs consistent with the Municipality's goals. Anyone interested in applying for grants on behalf of their department/project, must adhere to the following process. All Municipal grants (including those applied for by other entities but in which the municipality has an interest), must go through the Town Manager who is responsible for tracking the submission of all grant applications.

**No department shall spend grant funds until a fully executed grant agreement has been approved for expenditure by the Finance Director, Town Manager and Select Board.**

Further, no grant funds shall be used to supplant an existing expense for the purpose of diverting current funds to another use.

Operating departments through their department head have a primary responsibility for seeking grant opportunities, preparing applications, and managing awarded programs. The Finance Director is responsible for consulting with department heads on grant budgetary matters, accounting for grants in the general ledger, monitoring grant expenditures for consistency with award requirements, tracking the timeliness of reimbursement requests, and distributing reports of grant expenditures to departments. The Finance Director will monitor all grants and may call for reasonable and related information from the grant manager before any expenditures are executed. The request for expenditure must be consistent with all guidance and rules associated with said grant.

### A. Grant Opportunity Assessment

If a grant opportunity is identified, well before the application deadline, the respective party or department will consult with the Town Manager to assess whether the opportunity is one that the Municipality wishes to pursue. Below are factors to be considered, at minimum.

Programmatic:

- Alignment of the grant's purpose with the Municipality's and department's strategic priorities
- Department's capacity to administer the grant through to closeout
- Office space, facilities, supplies, or equipment required
- Ongoing impact of the grant program after it is completed
- Compliance and audit requirements, particularly as they may differ from the Municipality's.

Financial:

- Total anticipated project cost (short term and long-term)
- Spending requirements and anticipated cash flow schedule
- Required cost matching shares and sources, including cash and in-kind
- Staffing requirements, including salary and benefit increases for multi-year grants
- Administration and indirect recapture amounts
- Program income potential

In this stage, if applicable, the responsible department will also develop a continuation plan to address the potential future loss of grant funding, which may include alternative funding proposals or plans for reducing or terminating program positions or components after grant closeout.

B. Grant Application and Award Acceptance

The Town Manager will assign responsible parties for each task and responsibility of the grant. If the decision is made to apply for a grant, the assigned staff(s) will determine what needs to be completed (e.g. cost/benefit analysis, certifications, letters of support, etc.), including establishment of a timeline. Once all the information and components have been compiled, the responsible staff member(s) will submit the application to the funding agency. The department head and/or assignee shall provide the Town Manager and Finance Director with a copy of all submitted grant applications and report any status updates, as applicable, for all submitted applications.

When the Municipality receives notice of any grant award, the recipient party shall forward notifications to the Town Manager and Finance Director. The responsible department shall then prepare a Grant Acceptance Letter and submit it with any relevant support documentation to the Town Manager who will review and submit it as an agenda item for the next Select Board meeting. Once the Select Board accepts the grant, the Town Manager shall notify the relevant staff of the vote.

The signatory for all grant agreements will be the Town Manager unless otherwise directed by the Select Board or as a requirement of the grant. The grant manager will provide a copy of the fully executed contract of the grant to be kept on file by the Finance Director. The Grant Manager will submit any subsequent amendments or changes to the grant to the Finance Director.

The Finance Director will set up the applicable grant accounts in the general ledger to record the grant's activity. When notified of any amendment or adjustment by the grantor, the grant

administrator will immediately forward the information to the Finance Department, who will make adjustment(s) to the grant's budget in the general ledger.

### C. Grant Financial Management

At the start of a new grant, the Town Manager, Finance Department, and respective grant manager will communicate to review the grant requirements and the timing of reimbursement requests.

The grant manager will ensure all expenditures made are allowable and consistent with each grant award's requirements. The grant administrator will submit project invoices to the Finance Department consistent with the Municipality's disbursement policy and will also ensure all recoverable cost allowed by the grant are fully realized by the municipality.

To minimize the exposure of Municipal funds, the grant administrator will request reimbursements as often as the grant's guidelines allow and always, whenever possible, by June 30. In doing so, the grant manager will prepare all required reports and requests as detailed in the agreement and submit these to the grantor with copies to the Finance Director.

The Grant Manager will monitor each assigned grant balances to assure it is consistent with fund balances contained within the municipal accounting system and that the municipality temporary receives all reimbursement within the grant's allowable timeline and always before Fiscal Year-end,. The Finance Director will reconcile reimbursements received.

### D. Grant Closeout

After completion of the project work or grant period, whichever comes first, the grant administrator manager will verify that all grant requirements have been met and will send to the Finance Director a grant closeout package that includes a final report and either a final reimbursement request or notification of the amount to be refunded by to the grantor, if applicable.

Upon receipt of the closeout package, the Finance Director will put the general ledger's grant account into inactive status and will reconcile the grant administrator's report with the general ledger's record of grant activity. The grant administrator will subsequently submit the final reimbursement request to the grantor or, if a refund is due, the Finance Director will add the refund amount to the AP warrant.

Within 30 days of any grant closeout or the year-end closure, whichever is earlier, the Finance Director will determine if the grant account is balanced. If it has been over-expended there should be a specific request from the Grant Manager to reconcile the account through the operating budget or from other available funding sources made to the Town Manager.

Proposed 3/14/2024

Finance Director Kristin McNulty

Recommended 3/14/2024

Town Manager Michael J. Sullivan

To: Eliot Select Board  
From: Dr. Peter E. Harrison, Principal  
Re: Eliot Elementary School Playground Enhancement Project  
Date: March 5, 2024

Please accept our thanks and appreciation for considering partially funding the enhancements that the "Eliot Elementary School Playground Enhancement Committee" has committed to adding to the current playground. The proposed playground enhancements are reflective of feedback provided to the committee by students, parents, teachers, and administrators, including Heather Muzeroll-Roy, Director of Eliot Recreation Department.

The committee has completed site visits to view and test some of the apparatus that we have determined will enhance the recess experience for all children, including children that require apparatus that adheres to American Disabilities Association standards.

The current status of the "EES Playground Enhancement Project" is detailed below. Attached, please find a current slide show of the apparatus and location of such.

- Selection of playground apparatus, as pictured in the slide show, has been finalized. "Boulder Ridge" has been eliminated from the project at this time.
  
- The "Gaga Ball Pit" has been installed in the upper playground.
  
- Funding Status:
  - Target Funding: \$135,500.
  - Funds raised to date: \$114,000.
  

---

  - Funds to be raised: \$21,500.
  
- Estimated playground apparatus installation date: August 2024





March 5, 2024

To: Mike Sullivan, Town Manager

From: Heather Muzeroll-Roy, Recreation Director

Re: Playground Funds

---

I have been a part of the Eliot Elementary School playground committee for the last 2 school years. In that time period designs have been made and fundraising efforts have since been done. The hope is to begin construction in July of this summer, with completion taking place by the start of the new school year.

The playground committee is currently at a standstill with funds coming in. In order to begin and complete this project on time we are in need of \$21,5000 to move forward with the project timeline. KidsPLAY's before and after school program, as well as our summer camps use this playground regularly. This playground upgrade would not only benefit children during school hours, but it will also add additional outside 'fun' for our daily Rec. programs.

Please find below supportive information as it pertains to the request for funds for the Elementary School Playground project.

**Target Funding: \$135,500**

**Funds Raised to Date: \$109,000**

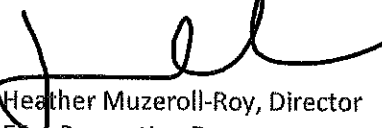
- \$65,000 (School Board)
- \$10,000 (PEEPs)
- \$19,000 (Investments for Children...)
- \$10,000 (Earmarked from 2022-2023 EES Budget)
- \$5,000 (Kennebunk Savings Bank)

**Expenditures: \$20,000. (Gaga Ball Pit)**

**Current Balance: \$89,000.**

**Shortfall: \$21,500.**

Thank you in advance for your consideration.

  
Heather Muzeroll-Roy, Director  
Eliot Recreation Department

To: Eliot Select Board  
From: Dr. Peter E. Harrison, Principal  
Re: Eliot Elementary School Playground Enhancement Project  
Date: March 5, 2024

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# TOWN OF ELIOT CHARTER

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## GLOSSARY

Except as herein defined or where context clearly indicates otherwise, terms are to be interpreted in accordance with their common and generally accepted meanings.

**Annual Town Meeting**-The Annual Town Meeting held on the second Tuesday of June.

**Appointed Board** - A Town board, commission, committee, or study group composed of one or more individuals appointed by the Select Board.

**Appointed Official** -An official of the Town appointed by the Select Board as permitted by the General Statutes or this Charter.

**Assessor** - An Assessor certified by the State of Maine.

**Board** - Decision-making or administrative bodies of the Town, such as Select Board, Planning Board and Board of Appeals.

**Business Day** - Means Monday through Friday except for legal holidays when Eliot Town Hall is not open for business.

**Capital Expenditure** - The expenditure of funds for assets of a permanent or fixed nature.

**Certified Petition** -A petition certified by the Town Clerk and conforming to the requirements of this Charter and the General Statutes.

**Charter** - A document defining the home rule powers of the Town of Eliot granted by the Constitution and Jaws of the State of Maine.

**Charter Revision** - A re-examination of the whole document producing a fundamental change in the Charter. The desired changes may be few or many. The process requires the establishment of a "Charter Commission".

**Charter Amendment** - Correction of detail to better accomplish the Charter's purpose with no fundamental change. Does not require the establishment of a "Charter Commission".

**Codification** - The process of collecting or arranging the laws of the Town into a code.

**Day** - Means calendar day unless preceded by the word "business".

**Department Head** - The person or persons responsible for the management of each Town department as well as the supervision of all Town employees employed by such Town department.

**Elected Board** -A Town board, commission, committee or study group composed of one or more individuals elected by secret ballot by a plurality of the registered voters of the Town voting for said elected position.

**Elected Official** -An official of the Town chosen by secret ballot by a plurality of the registered voters of the Town voting for said elected position.

**Fiscal year**---The year by which accounts are reckoned - July 1<sup>st</sup> of one year to June 30<sup>th</sup> of the next year.

**Legislative Body** - Registered voters of the Town of Eliot.

**Manager-Town Manager.**

**Majority Vote** - The affirmative vote of over half the number of all the members of a committee, board, or commission present at a meeting.

**Meeting Minutes** - A written record of the meeting proceedings.

**Moderator**- The presiding official at a Town Meeting.

**MRS** - Maine Revised Statutes, including all post-adopted amendments or new laws.

**Municipality** -Town of Elliot.

**Municipal Election** -An election at which municipal officials of the Town are elected.

**Municipal Officers** - A Select Board consisting of 5 members.

**Municipal Official** - Any elected or appointed member of municipal government.

**Municipal Year** - Town's fiscal year.

**Petition** - Document with sufficient signatures by statute that requires submission of an issue to the voters of the Town.

**Public hearing** -An official proceeding during which the public is accorded the right to be heard on an issue(s); to express their views and to provide evidence in support of those views. These opinions and evidence create part of the public record.

**Qualified voter** --Any person registered to vote in the Town of Elliot.

**Quorum** - A minimum number of members to constitute a legal body to conduct business; specifically the smallest number of members greater than half the full membership.

**Recording** ---An audio, video or other electronic recording.

**Registered Voter**-A person who is a resident of the Town of Elliot, at least 18 years old and registered to vote in a municipal election.

**Resident** --A person occupying a residence within the Town with intent to make that place his or her permanent home.

**Secret Ballot** - A secret ballot within the meaning of Title 30-A MRSA 2528.

**Surety** - A guarantee of performance, payment or other obligation.

**Town** --Municipality of Elliot.

**Town Department** -All departments, agencies, and other subdivisions of the Town, except those under the School Administrative Unit 35 and its subsidiary departments.

**Town Employee**-All individuals in all Town departments who receive or are entitled to receive compensation from the Town.

**Town Officials** - Any elected or appointed member of the municipal government. (30-A M.R.S. § 2604(2)).

**Town Officer** - A member of the Select Board.

**Town Ordinance** - Any ordinance of the Town of Elliot, as amended from time to time.



**Video Streaming** - Content sent in compressed form over the Internet and displayed by the viewer in real time.

**Warrant** - A document stating the time and place of a town meeting and, in distinct articles, the business to be acted on at the meeting.

The terms "**shall**", "**will**" and "**must**" as used in this Charter are mandatory.

DRAFT

## PREAMBLE

We, the citizens of the long-established Town of Eliot, Maine, hereby approve and adopt this municipal Charter, for the purpose of preserving and enlarging our sense of community, and of creating a greater understanding of our responsibilities and opportunities in choosing and supporting our statutorily-required representative government. This Charter provides an organizational structure and general operational guidelines for our town government based upon the principles of stability, continuity, integrity, transparency, trust and, not least but most of all, citizen participation.

We accept and concur with this careful delineation of our town's legal and operational structure, both directly and by reference to statutes and ordinances. We understand the need for possible future amendments, as our wants and needs change over the years, and understand that such amendments will require our voted approval.

This Charter recognizes and retains our long established Select Board as our municipal officers, and retains our Town Meeting. The Town Manager Form of Government allows the business of the Town to be accomplished much more quickly.

We hope this Charter leads us all to better understanding of the values and duties of active citizenship.

Our hundreds of years of municipal experience give us countless examples of community activity, planning, and progress. May this Charter help us continue to be a co-operative, generous, forward-thinking, respected, and *t:J.filurL* Eliot.

# ARTICLE 1

## POWERS OF THE TOWN

### Section 1.1 Incorporation

The Town of Eliot is a municipal corporation by the name of the Town of Eliot, Maine, established by Statute on March 1, 1810.

### 1.2 Form of Government

The form of government provided by this Charter shall be Town Meeting, Select Board and Town Manager.

### 1.3 Powers of the Town

The Town shall have all powers possible for a municipality to have under the Constitution and Jaws of the State of Maine. The powers of the Town under this Charter shall be construed liberally in favor of the Town, and no mention of particular powers in the Charter shall be construed to be exclusive or as limiting in any way the general power stated in this article.

### 1.4 Intergovernmental Relations

The Town may exercise any of its powers or perform any of its functions and may participate in the financing thereof, jointly or in cooperation, by contract or otherwise, with any one or more states or civil divisions or agencies thereof, or of the United States or any agencies thereof to the extent permitted by law.

### 1.5 Town Meetings

The Legislative Body of Eliot shall be the registered voters of the Town, assembled in a duly called Town Meeting. The Annual Town Meeting shall convene in the Town of Eliot on the second Tuesday of each June. This Town Meeting shall convene with the election of a Moderator, proceed with election of Town Officers, and other positions, voting on referendum articles by secret ballot as established by law. The meeting may adjourn to the date, time and place certain, within (5) five days following the second Tuesday of June for the purpose of considering and acting upon any remaining business, in which case the Moderator shall re-convene the Town Meeting in open session for the consideration of any remaining articles.

The offices to be filled by the voters shall be:

- A. Town Meeting Moderator
- B. Select Board
- C. Budget Committee
- D. School Board (Eliot Members)

### 1.6 Elected School Board Representatives

Although Eliot representatives to the School Board serve in accordance with State law and the by-laws of the aforementioned board, they are elected to represent the interests, concerns and public education-oriented ambitions of Eliot residents. As such these representatives shall be responsive to concerns, requests for information and for dialog with Eliot's Select Board, Town Manager, Committees, Boards Commissions and citizens.

### **1.7 Voter Authority**

The qualified voters of the Town shall have power under this article to request consideration or reconsideration of any warrant article prior to adjournment of the Town Meeting subject to parliamentary procedures.

Special Town Meetings may be scheduled by the Select Board as needed.

The complete Warrant shall be posted in at least three conspicuous places within the town and on the town website, not less than seven days before Town Meeting.

State Law Reference: Title 30-A, MRS, Sections 2521-2524

## **ARTICLE 2 SELECT BOARD**

### **Section 2.1 Composition**

The Select Board shall consist of five (5) members. The members of the Select Board shall be the Municipal Officers of the Town.

### **2.2 Eligibility and Qualifications**

Only qualified voters of the Town shall be eligible to hold the office of member of the Select Board. No Select Board member shall hold any other elected Town office, any Town position for which compensation is provided, with the exception of the Fire Department, or any other full or permanent part time Town employment during the term for which he/she is elected to the Board. No former Select Board member shall hold any compensated Town Office or be employed in any Town Department until one (1) year after his/her resignation or expiration of the term for which he/she is elected. No Select Board Member shall serve as a member of any other Town Board, Committee or Commission.

### **2.3 Election and Terms**

Select Board members shall be elected to serve staggered three-year terms. New members shall be elected to fill vacated positions at the Annual Town Meeting. In the event a Select Board member cannot serve out his or her term and more than 180 days remain in that term, a special election shall be held to fill the vacancy. If less than 180 days remain, the Select Board, at its discretion, may call a special election to fill the vacancy.

### **2.4 Organizational Meeting**

The newly constituted Select Board shall be sworn in by the Town Clerk immediately following the adjournment of the Annual Town Meeting. The newly constituted Select Board shall organize by electing by ballot, a Chair, Vice-Chair and Secretary. A time and place for regular Board Meetings shall be established with appropriate notice to the public. The positions of Chair and Vice Chair are offices of merit rather than seniority.

### **2.5 Compensation**

Members of the Select Board shall each receive annual compensation for their services as approved at the annual Town meeting. Members serving unexpired terms shall be paid on a prorated basis for time served. Members shall receive reimbursement for actual and authorized expenses incurred in the performance of the duties of office as approved by the Select Board.

### **2.6 Chairperson**

The Chair, or Vice-Chair in his or her absence, shall with the assistance of the Town Manager, set the agenda, preside at meetings of the Select Board, and be responsible for the legal and orderly transaction of Board business at all regular and special meetings. The sitting chair shall exercise his or her vote as a regular member of the Board on all issues before the Board which require a vote.

The Chair, or Vice Chair in his or her absence, shall be recognized as head of Town Government for all ceremonial purposes and by the Governor for purposes of military law, but shall, in this capacity, have no regular administrative duties.

The Chair or Vice Chair may call special meetings of the Board when such meetings are warranted. In the absence of the Chair and Vice Chair the remaining three members of the board may call meetings chaired by the Secretary.

## 2.7 Powers and Duties of Select Board

The duty of the Select Board is to execute the legal will of the people, to manage Town affairs, and to provide leadership and oversight on issues of importance to the Town.

The Select Board shall act as a unit by formal vote in authorized meetings. Members must not act individually as a representative of the Board unless specific authority related to a particular duty has been delegated to that member by the Select Board. A formal minority report may be issued by a Board member(s) voting in the minority.

The specific powers and duties of the Select Board shall include, but are not limited to:

- A. Appoint Town Officials as described in Article 4, Section 4.1
- B. Remove for cause the Town Manager, as well as members of all other boards, commissions and committees appointed by the Select Board, after notice and hearing, in accordance with State law, Town Ordinance and this Charter. At either party's request, sworn testimony and the opportunity for cross-examination of witnesses will be allowed. The hearing will be held in executive session unless the party charged requests in writing that it be held in public.
- C. Create, change and abolish offices, departments and committees, other than the offices, and departments established by this Charter. The Select Board may assign additional functions or duties to offices, departments or committees established by this Charter, but may not discontinue or assign to any office, department or committee any function or duty assigned by this Charter to a particular office, department or committee.
- D. Inquire into the conduct of any office, department, board, commission or committee and conduct investigations into municipal affairs, following policies established for such an inquiry.
- E. Call the Annual Town Meeting and any additional town meetings required and prepare the warrants for the meetings.
- F. Adopt an annual budget and recommend it at the Annual Town Meeting for approval.
- G. Provide for an annual audit.
- H. Fill vacancies for elected positions by calling a special election as described in Section 2.3 above, with the exception of the Budget Committee and School Board members.
- I. Provide oversight, liaison, and leadership to the volunteer committees, boards and advisory groups which serve to accomplish the town's needs and purposes.
- J. Be the sole negotiating and contract authority for the Town of Eliot in labor negotiations.
- K. Consider consent agreements for land use violation, only when such a violation has been brought to the Select Board by the Code Enforcement Officer.

State Law Reference: Title 30-A, MRS, Section 2635

## 2.8 Prohibitions

The Select Board shall direct to the Town Manager all inquires, concerns, or complaints regarding the administration, delivery, and/or procurement of any Town or municipal services, any Town employee, Board or Committee, or individual members thereof. Neither the Select Board nor individual members of the Board shall, either publicly or privately, instruct, order, direct, or make any demands of any Town official or employee, who is subordinate of the Town Manager regarding the delivery or procurement of Town services or with respect to their duties as a Town official or employee.

- A. Appointments and Removals. Neither the Select Board nor any of its members shall dictate

the appointment or removal of any administrative officials, department heads or employees whom the Town Manager or other persons in authority are empowered to appoint or employ.

- B. Interference with Administration. The Select Board and its individual members shall deal with Department Heads or employees through the Town Manager or such other person as directed by the Town Manager. Neither the Select Board, nor its members, shall give orders to any such official or employee either publicly or privately.

State Law Reference: Title 30-A, MRS, Section 2635

## 2.9 Vacancies; Forfeiture of Office; Filling of Vacancies

- A. Vacancies. The office of a Select Board member shall become vacant by one or more of the following means:

1. Non-acceptance;
2. Resignation;
3. Death;
4. Failure to qualify for the office within 10 days after written demand by the Municipal Officers;
5. Failure of the municipality to elect a person to this office;
6. Forfeiture of the office;
7. Recall and removal; or
8. Any other manner authorized by this Charter;

- B. Forfeiture of Office. Refer to Article 7 sec. 11

- C. Filling of Vacancies. A vacancy on the board must be filled in accordance with section 2.3.

- D. Tie election result. The Select Board shall schedule a special run - off election to be held within 60 days.

State Law Reference: Title 30-A, MRS, Section 2602

## 2.10 Procedure

A. Meetings. The Select Board shall, at its organizational meeting or as soon thereafter as possible, establish a time and place for holding its regular meetings and shall meet regularly at least twice a month as needed to perform the business of the Town. Special meetings shall be determined by the Select Board and shall be held at such time and place as is legal and proper to conduct the necessary business at hand. All meetings of the Select Board shall be open to the public; however, the Select Board may, by a three-fifths vote, discuss matters in an executive session to the extent that the matter is a permitted deliberation pursuant to Title 1, Section 405(6) Maine Revised Statutes, and in accordance with the procedures specified in that statute or any other applicable existing statute. Final action on any matter taken up in such closed sessions, except those matters which are permitted or required by law to be acted upon in closed session, shall not be taken by the Select Board until such matter is placed on the agenda of a regular or special meeting and voted upon thereafter, unless an emergency exists and three Board members vote to suspend the rules to add the item to the agenda.

B. Rules. Record Keeping and Minutes. The Select Board shall keep an accurate permanent recording of all its meetings and maintain a record of its proceedings; such recordings and minutes to be public records.

The Select Board shall keep minutes of its proceedings which shall include the meeting time, place, and the name of each member in attendance and member(s) absent, a list of all correspondence, the subject matter under discussion and all motions made and seconded and by whom, along with a roll call vote on all motions listing the name, his or her vote, and reason

for abstention, if applicable. The minutes shall be written in such a way as to provide sufficient background to understand the reasons for the motions, proposals, resolution, votes and all other actions of the Board, being careful to convey exactly what the majority decision is, however the entire discussion (verbatim) does not need to be recorded. The minutes shall be written or typed legibly and become the permanent record of the actions of the Select Board.

C. Voting and Quorum. Voting, except on procedural motions, shall be by roll call and the ayes and nays and abstentions shall be identified and recorded in the minutes. Three members of the Select Board shall constitute a quorum. Any action of the Board receiving less than 3 affirmative votes may be brought up for reconsideration by any member at the next regularly scheduled meeting. Each Board member in attendance shall vote on all issues and questions presented for vote except when a valid reason to abstain clearly exists. If any member does abstain from a vote, other than because of a valid reason to abstain, including the appearance of a conflict, he or she shall be considered to have cast a vote in the affirmative and the record shall so show.

D. Training. Select Board members shall receive mandatory or statutory training on boardsmanship **board best practices** and municipal governance as provided by the Maine Municipal Association and Town Attorney, and may participate in other training opportunities, at the Town's expense and the Select Board's discretion.

## 2.11 General and Administrative Ordinances

The authority for the enactment of all ordinances authorized to be enacted by the municipality shall be held in the legislative body, Town meeting forum, except for emergency ordinances as provided in Section 2.15 of this Article. Except for emergency ordinances, or those with dates specified by statute, ordinances shall become effective seven days after adoption unless otherwise specified therein. No Town ordinances, with the exception of emergency ordinances, shall be enacted unless the total vote is at least 10% of the number of votes cast in the Town at the last gubernatorial election. When brought to a town meeting, an emergency ordinance may be adopted or rejected with or without amendment.

state Law Reference: Title 30-A, MRS, Section 3001

## 2.12 Articles for the Warrant

The Select Board, on its own initiative, may, by majority vote, place on the Town Warrant any article relating to the health, safety and welfare of the municipality.

State Law Reference: Title 30-A, MRS, Section 2523

## 2.13 Petitions for Articles In the Warrant

Any qualified voter may make a request to the Select Board to place an article on the Town Warrant and shall present in written form the substance of the article. Should the Select Board decide against placing the article on the Warrant, citizen petitioners may submit a written petition with voter signatures equal to at least ten (10) percent of the number of votes cast in the Town at the last gubernatorial election. After certification of said petition by the Town Clerk, the Select Board shall include that particular article in the next Warrant issued **as presented by the petitioner** or shall **may** call a special Town Meeting for its consideration **without recommendation from Town boards or committees.**

If an issue has been submitted to the voters by referendum, either as a citizen's initiative or by the Select Board, then the substantially same issue may not be resubmitted to the voters for **one (1) year seventeen (17) months** from the referendum vote, regardless of the outcome of that vote, as long as it met the voting requirement of Article 2.11.

State Law Reference: Title 30-A, MRS, Section 2522



## 2.14 Emergency Ordinances

To meet a public emergency affecting life, health, safety, property or the public peace, the Select Board may adopt one or more emergency ordinances in the form and manner prescribed for the ordinances generally, but such emergency ordinances may not levy taxes or authorize the borrowing of money. When brought to a Town meeting, an emergency ordinance may be adopted or rejected with or without amendment. It shall become effective upon adoption or at such later time as it may specify. An Emergency ordinance so enacted shall be automatically repealed after the time specified in the ordinance, but not later than the sixty-first (61st) day following the date on which it was adopted. This shall not prevent reenactment of the ordinance in the manner specified in this section or at a Town meeting if the emergency still exists. An emergency ordinance may also be repealed by adoption of a repealing ordinance in the same manner specified in this section for adoption of emergency ordinances.

## 2.15 Authentication and Recording of Ordinances

All ordinances and resolutions adopted by the Select Board shall be authenticated by the signatures of the Select Board members and recorded in full by the Town Clerk in a properly indexed book kept for this purpose.

All ordinances and resolutions adopted at the Annual Town Meeting, or any special Town Meeting shall be authenticated by the Town Clerk and recorded in full by the Town Clerk in a properly indexed book kept for this purpose, and retained permanently, in accordance with State Statute.

All authenticated ordinances will appear in their final form on the Town of Eliot website initially as a notification on Clerk's page and incorporated into the codification platform as soon as possible.

## 2.16 Codification of Ordinances

~~Within three years after adoption of this Charter, the Select Board shall provide for the preparation of a general codification of all ordinances and resolutions having the force and effect of law. The general codification shall be adopted by a majority vote of the Select Board and shall be in loose-leaf form together with this Charter~~ kept as an official hardcopy and as a file on the Town website under the direction and control of the Town Clerk and any amendments thereto, and with such codes of technical regulations, Town policies, agreements or contracts and other rules and regulations as the Select Board may specify. This compilation shall be known as the Eliot Code.

The Eliot Code shall include all new ordinances and other pertinent material, including an indexed record of rescinded ordinances and other changes and at least every ten years shall be reviewed and updated. Copies of the Code and of new ordinances as enacted shall be made available on request to officials, libraries and public offices for public reference, and made available on the Town website or for purchase at a reasonable price fixed by the Select Board for a printed copy.

State Law Reference: Title 30-A, MRS, Section 3001.

## ARTICLE 3 TOWN MANAGER

### Section 3.1 Appointment; Qualifications; Compensation

The Select Board shall choose the Town Manager solely on the basis of executive and administrative qualifications, with special reference to actual experience in, or knowledge of, the duties of office under State law.

He/she should possess the following knowledge, skills and abilities:

~~Thorough knowledge of public administration, including personnel management, financial management involving direct experience with Municipal Fund Accounting or the equivalent experience, and public sector management principles, policies, and practices; the ability to interpret and apply municipal policies and procedures, Town ordinances and Federal and State statutes; ability to plan, organize, supervise, and inspect the work of professional, technical, and support personnel; ability to delegate responsibility; ability to prepare and present technical and statistical reports; ability to negotiate and resolve disputes effectively; ability to exercise creativity in resolving Town problems and in carrying out administrative responsibilities; ability to establish and maintain effective working relationships with employees, Town officials, the business community, the general public, and the County, State, Regional and Federal officials.~~ The Town Manager must be knowledgeable and practiced in up-to-date information technology, methods, and skills. **The Select Board shall determine appropriate requirements for seeking candidates for Eliot Town Manager, it should include but not limited education, experience, and training. The Select Board, when developing criteria should consider market conditions, organizational needs and seek input from staff, as well as the public.**

**The Select Board may create and implement a succession plan for a present employee who has the appropriate experience and training. All employees must be afforded a reasonable opportunity to participate in a succession plan and the plan must be discussed publicly before a final conditional offer is made to the employee for promotion to Town Manager.**

He/she should possess the following minimum qualifications:

~~Bachelor's degree in Public Administration or related field, with a Master's degree preferred; five (5) years senior management experience preferably in municipal government using fund accounting; OR any equivalent combination of education and experience that demonstrates possession of the required knowledge, skills, and abilities.~~

~~The Select Board shall appoint a Town Manager for a specific term, as specified by contract, the first six (6) months of which shall be probationary. The Select Board shall, by contract, fix the compensation, benefits, holidays, vacation, and other terms, and provide for the reimbursement of the actual and necessary expenses incurred in the performance of the Town Manager's duties.~~

~~The Select Board shall consult with the Maine Municipal Association to determine the salary range and benefits provided to:~~

~~A. Town Managers of towns similar in administrative size and population to Eliot~~

~~B. Town Managers of various experience, education and training.~~

~~The Town Manager need not be a resident of the Town at the time of appointment and may reside outside the Town while in office, provided that the Select Board allows it. Approval for the Town Manager to live outside Eliot may not be rescinded during the Town Manager's term of office.~~

The Town Manager shall not serve as a member of the Select Board, as Assessor, a member of the School Board, or any other Town Board, Committee or Commission, but may attend all such meetings ex officio.

State Law Reference: Title 30-A, MRS, Section 2632

Former members of the Select Board may be appointed Town Manager **when it is in the best interest of the Town and compliant with all applicable ethic laws, guidelines and best practices.** ~~even if the Town Manager's compensation was increased during his or her term of office. (see Article 2.2)~~

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### 3.2. Appointment Process

The procedure leading to the appointment of a Town Manager shall be as follows:

A. The Select Board may consult with the Maine Municipal Association regarding recruiting procedures and make such information available to the Search Committee.

**B. A** Search Committee of not less than five (5) and not more than seven (7) town residents shall be appointed by the Select Board within thirty (30) calendar days of the office of Town Manager becoming vacant or within thirty (30) calendar days' of notice to the Select Board that the office of Town **Manager will** become vacant. In addition, one member of the Select Board shall serve as an ex-officio member of the search committee with a voice but no vote.

1. All meetings of the Search Committee that deal with personal and privileged information shall be conducted in Executive Session and all information and discussions are confidential to the extent allowed by law. (1 MRS 405 (6) (A))
2. The Search Committee shall choose from its members a Chair, who is responsible for preparing the agendas, conducting the meetings and conveying to the Select Board the progress of the search.
3. The Search Committee shall also choose from its members a vice-Chair who shall act in the event the Chair is absent or unable to carry out the duties of the Chair.
4. The Search Committee shall choose a Secretary from its members to record the minutes of the meetings.
5. The Select Board shall present the Search Committee with a proposed job description and job advertisement for the position of Town Manager for review. The Search Committee will review, edit and return the job description and job advertisement, and make recommendations of how to post the advertisement to the Select Board for approval.
6. After the close of the application period, the Search Committee shall review all applications received for the Town Manager position, assuring that the standards set out in this Charter and state law are met and that the applications meet the requirements of the job description.
7. The Search Committee shall present to the Select Board a final list of candidates for the position of Town Manager.
8. The Select Board shall interview in person, in executive session, each of the finalists for the position of Town Manager.
9. Appointment of a Town Manager requires a majority vote of the full Select Board.
10. In the event the Select Board is unable to reach a majority for appointing a Town Manager, the position shall be advertised again and the search re-started.
11. If the office of Town Manager becomes vacant within 90 calendar days of appointment, the Select Board may choose a new Town Manager from the list of finalists in the previous search.

### 3.3. Powers and Duties

Except where specifically **exempted**, the Town Manager shall:

- A. Be the chief executive and administrative official of the municipality;
- 8. Be responsible to the Select Board for the administration of all Town Departments and employees;
- C. Ensure proper execution and adherence to all ordinances, Town procedures and policies of the municipality;
- D. Serve in any legal office or as the head of any department not prohibited by this Charter or State Statute when so directed by the Select Board;
- E. Appoint, subject to confirmation by the Select Board, and supervise Department Heads;
- F. Appoint, supervise and control all Town employees and other officials pursuant to ordinances, policies and procedures of the Town and State law;
- G. Act as purchasing agent by establishing purchasing procedures in accordance with Town policies or ordinances;
- H. Attend all meetings of the Select Board, unless excused, and such other meetings as the Select Board may designate; the Town Manager shall have the right to participate in discussions;
- I. **Make** recommendations to the Select Board for the more efficient, legal and appropriate operation of the municipality;
- J. Keep the Select Board and the residents of the municipality informed regarding the financial condition of the Town, as well as maintain contact with the public by handling suggestions, complaints, and information requests, and act as a resource, in so far as possible, for residents and taxpayers who have problems and concerns regarding community/municipal issues;
- K. Prepare a draft of the annual budget, present it to the Select Board and the Budget Committee as outlined in Article 6, Financial Procedures, of this Charter, and be responsible for its administration after adoption;
- L. Assist, insofar as possible, residents and taxpayers with matters involving inquiries or complaints regarding governmental practices;
- M. Have exclusive authority to remove, in accordance with the Town Personnel Policy and applicable union and employment contracts, all persons whom he or she is authorized to appoint, and report on the removals to the Select Board;
- N. Not interfere with the operation of the various departments of the Town except through the Department Head and shall not independently direct employees except in the absence of a person in authority;
- O. Shall perform such duties as may be prescribed by this Charter or required by the Select Board, not inconsistent with this Charter; and

P. Prepare an annual Town Report pursuant to Title 30-A, MRS, Section 2801.

State Law Reference: Title 30-A, MRS, Section 2636

### 3.4. Removal from Office

The Town Manager may be removed, **placed on administrative leave**, or suspended for cause by the Select Board in accordance with the following procedure:

A. The Select Board shall ~~file with~~ **notify in writing** the Town Clerk within twenty-four hours a ~~written preliminary resolution setting forth the specific reasons for~~ of the proposed removal Select Board action, a copy of the action shall be delivered to the Town Manager **within forty-eight hours five (5) business days by electronic mail or hand delivered or through any other reasonable manner. If the Town Manager evades or refuses to accept the notification the Town may deliver the notice to the home address on record via USPS registered mail**

B. The Town Manager may within ~~twenty (20) business~~ ten (10) calendar days of receiving **delivery of** the resolution, reply in writing and may request a hearing. The Town Manager shall specify whether that hearing is to be held in public or executive session.

C. Upon request for a hearing, the Select Board shall hold one not earlier than ten(10) ~~business-calendar~~ days after the request is filed received by the Town Clerk and not later than twenty(20) ~~business~~ **calendar** days.

D. After the hearing, or at the expiration of the time permitted the Town Manager to request the hearing, the Select Board may adopt or reject the resolution of removal.

E. Removal of a Town Manager requires a majority vote of the full **seated** Select Board that good cause to remove the Manager exists.

F. The Select Board may ~~suspend~~ **place** the Town Manager **on administrative leave** from all duties in the ~~preliminary resolution~~ **by a majority vote of the seated members of the Select Board. but in no event shall the The Town Manager's salary compensation and benefits will not be affected until the final resolution of removal has been adopted, or unless the municipality has been informed or made aware the Town Manager has been tried and convicted of a felony in this or other jurisdictions.**

### 3.5. Absence or Disability

In the temporary absence or disability of the Town Manager, the Town Manager shall designate, subject to approval of the Select Board, a properly qualified person to perform the duties of the Town Manager and the Select Board shall fix his/her replacement's compensation. While so acting, he/she shall exercise the powers and perform the same duties of the Town Manager. During such absence or disability, the Select Board may revoke such designation at any time and appoint another qualified person to serve until the Town Manager shall return or his/her absence/disability shall cease. No member of the Select Board shall be appointed to serve as Town Manager during such absence or disability. For absences 10 business days or less the Town Manager may designate an Acting Town Manager without Board approval. **Refer to Town Manager contract for compliance.**

Temporary, for the purposes of this Section, is defined as not more than thirty (30) calendar days. After thirty (30) calendar days the Select Board by majority vote, must decide to continue the temporary situation or take steps to ensure a more permanent situation.

After (6) months of the Town Manager's uninterrupted inability to perform the duties of Town

Manager, the position will be deemed vacant, unless otherwise required by law and the Select Board shall evaluate the performance and character qualifications of the Acting Town Manager for permanent position or begin the search for a new Town Manager. Refer to Article 3 sec 2, Town Manager Appointment Process.

State Law Reference: Title 30-A, **MRS**, Section 2634.

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## ARTICLE 4 ADMINISTRATIVE ORGANIZATION

### PART A. - GENERAL PROVISIONS

#### Section 4.1 Appointments

The Select Board shall, by majority vote, at no later than their third regular meeting following the annual Town Meeting, review, appoint, renew, or reappoint all necessary Town officials as provided by general statute, this Charter, and Town ordinances.

State Law Reference: Title 30-A. MRS, Sections 2601

The Select Board will appoint members to standing and ad hoc committees whenever an opening occurs, shall appoint members of the Planning Board and Board of Appeals, which shall have such powers and perform, such duties as are provided for by the laws of the State of Maine, this Charter and other town ordinances, and shall appoint members to committees created by the Select Board. All board and committee appointments shall be made by rules adopted by the Select Board.

The Town Manager shall appoint department heads subject to confirmation by the Select Board, and shall have the power to remove such appointees when necessary and in accordance with the laws of the State of Maine, this Charter and town ordinances. All other employees shall be appointed or may be removed by the Town Manager or his or her authorized designee. **The Town Manager shall provide a list annually of all employees or board/committee members who appear or have appeared on the Town payroll during the previous calendar year each February including their annual compensation.**

#### 4.2 Creation of Departments

The Select Board may establish departments, offices, or agencies in addition to those created by this Charter and may prescribe the functions of all departments, offices or agencies; except that no function assigned by this Charter to a particular department, office or agency may be discontinued or assigned to any other, unless this Charter specifically so provides.

#### 4.3 Duties and Obligations of Office

In addition to those duties and responsibilities established by statute, it is provided that the Town Clerk, Tax Collector and Treasurer shall maintain their offices at the Town Office. All current documents, books and public records pertaining to their office shall be maintained at the Town Office, and all business transacted on behalf of the Town by the Town Clerk, Tax Collector and Treasurer shall be carried on at the Town Office. except for those duties required to be carried on elsewhere.

#### 4.4 Bonds

The Select Board shall require a Surety Bond from all persons trusted with the collection, custody, or disbursements of any moneys of the Town. The Town shall pay the cost of providing the Surety Bond.

#### 4.5 Department Heads

All departments and offices shall be administered by a Department Head, appointed by the Town Manager **or by an appointed "Department Head", and or Department Managers** are subject to the to the direction and supervision of the Town Manager except as set forth in 4.5(A) below regarding the Fire Chief. The Town Manager may appoint himself or herself as a Department Head.



#### **4.5(A) Fire Chief**

The Fire Chief is elected by the Fire Department membership. As an elected department head, the Fire Chief shall be responsible to the Town Manager in administrative matters, including but not limited to all federal and state workplace laws, budget administration and public safety policies.

### **PART B. - PERSONNEL ADMINISTRATION**

#### **4.6 Employment Policy**

The Town of Eliot is an equal opportunity employer. It shall be the policy of the Town of Eliot to employ, appoint, assign and promote personnel, without regard to race, color, religious creed, national origin, gender, ancestry, age, sexual orientation, physical or mental disability, military status or political or religious opinions or affiliations unless related to bona fide occupational qualifications.

#### **4.7 Personnel Director**

The Town Manager shall serve as Personnel Director, or with the consent and approval of the Select Board appoint someone to serve as Personnel Director.

#### **4.8 Adoption of Personnel Policy**

The Town shall adopt a Personnel Policy and will review it on an annual basis.

The Select Board may appoint an ad hoc committee to review and recommend changes to the Personnel Policy.

#### **4.9 Specially Classified Positions**

The following persons and positions shall be exempt from the Personnel Policy, except where the Policy specifically addresses that person or position. There shall be no exemption pertaining to equal opportunity and other non-discrimination provisions of the Personnel Policy for any person or position.

A. Elected officials, including all persons chosen by popular election or appointed to fill an elective office, shall be exempt.

B. Members of Boards, Committees and Commissions appointed by the Select Board, whether standing or ad hoc shall be exempt.

All town employees not specifically exempted in this section shall be subject to the Personnel Policy and the rules and regulations pertaining thereto except to the extent that the specially classified employee has a written agreement with other terms and conditions.

In addition, the Select Board is authorized, upon recommendation from the Town Manager, to offer special employment benefits or conditions which vary from the provisions of the Personnel Policy. Any such variations or differences from the Personnel Policy shall be in writing and retained in the personnel file of that employee and shall be reviewed annually.

## **PART C. -ASSESSMENT ADMINISTRATION**

### **4.10 Assessor**

The Assessor of Taxes shall be an appointed position. The Select Board shall not act as Assessors.

The Assessor appointed by the Town Manager shall have all the legal qualifications for this position. The Town Manager shall take into consideration, prior to appointment, the skills necessary to be successful.

The Assessor shall perform all Assessment duties and responsibilities provided for Assessors under the Jaws of the State of Maine.

State Law Reference: Title 36, MRS, Section 701etseq.

### **4.11 Assessment Review**

Property owners have the right to appeal individual assessments and are entitled to (1) meet with the Assessor; (2) review assessment (3) with unsatisfactory results at the municipal level may appeal the decision and request a hearing before the County Commissioners.

## **PART D. - LEGAL**

The Select Board will retain a lawyer or law firm licensed in the State of Maine from time to time to provide legal advice to the town. The Town Attorney shall serve as chief legal adviser to the Select Board, the Town Manager, as well as all Town Departments, Boards, Agencies, Committees and Commissions subject to the approval of the Town Manager. The Town Attorney shall represent the Town in all legal proceedings when directed by the Select Board or their agent and shall perform any other duties prescribed by ordinance and law, unless otherwise as determined by the Select Board.

## **PART E. - APPOINTED OFFICIALS**

Town Officials, in addition to those positions provided for elsewhere in this Charter or State Statute, shall be appointed by the Town Manager subject to confirmation by the Select Board. Said appointments shall be acted upon expediently and no later than three months from the scheduled end of term no later than the third (3<sup>rd</sup>) Select Board meeting after the Annual Town Meeting. Terms of office for appointed positions shall be defined by the appointing authority. However, an appointee will remain on a board or commission for an additional three months beyond the original appointment with full power and authority unless a resignation has been accepted, a replacement has been appointed or the board or committee (ad-hoc only) has been dissolved by a formal vote of the Select Board. The appointed officials shall be duly sworn in prior to sitting or acting in their position.

### **4.12 Job Descriptions and Qualifications**

The Town Manager shall maintain job descriptions for all Town of Eliot employees as well as qualifications required by Maine State Law.

### **4.13 Compensation**

The Town shall provide for compensation to be paid to the appointed officials, including boards and committees, for the performance of their duties as determined when recommended by the Town Manager with approval by majority vote of the Select Board.

**ARTICLE 5**

**RESERVED FOR FUTURE USE**

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## ARTICLE 6 FINANCIAL PROCEDURES

### Section 6.1 Fiscal Year

The fiscal year of the Town shall begin on the first day of July and end on the last day of June of the following year inclusive.

State Law Reference: Title 30-A, MRS, Section 5651

### 6.2 Budget

The budget shall provide a complete financial plan of all Town funds and activities for the ensuing fiscal year, and except as required by this Charter, shall be in such form as the Town Manager deems desirable or the Select Board or any adopted budget referendum ordinance may require. In organizing the budget the Town Manager shall utilize the most feasible combination of expenditure classification by fund, organization unit, program purpose or activity, and object. It shall begin with a clear general summary of its contents; shall show in detail all estimated revenue, and all proposed expenditures, including debt service, for the ensuing fiscal year; and be so arranged as to show comparative figures for actual and estimated revenue and expenditures of the current fiscal year, and actual revenue and expenditures of the preceding fiscal year.

### 6.3 Budget Committee

There shall be a Budget Committee consisting of (7) seven members elected for staggered three (3) year terms. The Budget Committee shall have the responsibility of reviewing and evaluating the Town Budget. This Committee shall function as a sub-committee of, and report back to, the legislative body. The Budget Committee shall act independently from the Select Board and the Town Manager. The Budget Committee shall, by majority vote of the committee members present and voting, make recommendations regarding and included in each warrant article having a financial impact whether at the Annual Meeting or at a Special Town Meeting.

Vacancies of the Budget Committee members, other than anniversary term expirations, may be filled by the budget committee as soon as possible, after posting the vacancy for 14 days. Each appointee shall serve until the next Town election.

~~One member of the Budget Committee or a designee shall serve as a member of the town's negotiating team that will negotiate all labor contracts for the Town of Eliot. Direct conflict with Article 2.7 J and is not common practice for a municipality to other than the SB or TM at the direction of the SB negotiate labor contracts.~~

Vacancies for the Budget Committee will be filled at the next scheduled Annual Town Election for the remainder of the term assigned to the vacated position. A quorum will be considered a majority plus one of all seated members, not to be less than two. If the number of members falls below three for any reason or circumstance, the remaining member(s) can request the Select Board appoint up to two members to serve until the Annual Election is held.

### 6.4 Submission of Budget, Budget Message, and Budget Schedule

Not later than the first week in January, the Town Manager shall submit to the Select Board and Budget Committee a proposed budget for the ensuing fiscal year with an explanatory message and calendar schedule for the entire Budget preparation.

The Manager's budget report shall explain the budget both in fiscal terms and in terms of the work programs. It shall outline his or her proposed financial plan for the Town for the ensuing fiscal year, describe the important features of the budget, indicate any major changes from the current year the

financial plan, expenditures and revenues together with the reasons for such changes, summarize the Town's debt position and include such other material as the Manager deems desirable or the Select Board or Budget Committee shall request.

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## 6.5 Budget Review Process and Schedule

The Select Board shall review the Town Manager's proposed budget when presented and shall reconsider the budget for final approval after the Budget Committee has reported its recommendations to the Select Board; such final approval shall be in accordance with the provisions set forth in Section 6.6 below.

The Budget Committee shall meet during the development of the proposed budget. The Budget Committee shall meet to review the proposed budget prepared by the Town Manager and to make recommendations concerning such budget. Prior to the adoption of a final budget by the Select Board, the Budget Committee shall meet and adopt recommendations concerning such **the proposed** final budget to be included in a Town **the proposed budget or financial warrant(s) to be considered** at the Town Meeting by referendum vote.

The Town Manager shall provide copies of supporting plan documents for the proposed budget as requested by the Budget Committee. The documents shall be submitted to the Budget Committee ~~within five (5) business days of the request~~ **timely**. If a document is not available, a written explanation as to why it is not available shall be provided within said five (5) business days.

~~As scheduled, the Town Manager shall deliver to the Budget Committee copies of the proposed final town budget at least five (5) business days prior to the Budget Committee's final vote. The recommendations of the Budget Committee shall be reported to the Select Board prior to final approval of the budget by the Select Board. The Budget Committee's recommendations shall be included in the Town Warrant.~~

## 6.6 Select Board Action on the Budget

**(Conflict)**

~~A. Final Review and Approval. The proposed final budget prepared by the Town Manager shall be reviewed for final approval by the Select Board at a Select Board meeting after the receipt of the recommendations of the Budget Committee. At such a meeting, the Select Board shall consider the recommendations of the Budget Committee and approve the proposed budget with or without amendment.~~

**The Budget Committee will deliver their recommendations, suggestions, or concerns by the first Wednesday in March. The Select Board will consider those, and any citizen generated concerns received in writing at their first meeting in March and do so in time to facilitate the referendum ballot process by the Town Clerk.**

**B. Publication of the Budget. The Select Board shall publish a general summary along with the detailed budget and the recommendations of the Budget Committee in the Town Report. Copies of the budget and the Budget Committee's recommendations shall be available at the Town Office **upon request and on Town website** following the final approval of the budget **warrant** by the Select Board as per the Town Manager's schedule. The Select board shall hold a public hearing on the proposed budget at least ~~30 days~~ 15 days in advance of the Referendum Vote.**

**C. Vote on Budget. The budget shall be voted upon by Referendum Vote at the Annual Town Meeting through separate appropriation articles consistent with the proposed budget format and any adopted budget referendum ordinance.**

The Select Board and Budget Committee recommended vote count numbers and dollar amounts only shall be published on the warrant with the article.

~~Any appropriation article that is approved, and which contains two or more specific sub-appropriations within said article, is restricted to the amounts specified in the sub-appropriations as presented, which may not be moved, interchanged, or otherwise commingled in any fashion without approval at a Town Meeting.~~

D. Budget funding provision in the event an appropriation article is not approved.

In the event an appropriation article is not approved, the appropriation for the immediately preceding year shall constitute the appropriation for the following fiscal year. In the event an

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appropriation article is not approved, and the appropriation did not appear on the ballot for the immediately preceding year or it was submitted by voter petition, no appropriation shall be deemed to have been made. The Select Board may call one additional referendum election in the same fiscal year to vote on appropriation articles that were not approved or that are for a similar purpose.

#### E. Adoption.

1. Adoption of the annual Municipal Budget shall constitute appropriations of the amounts specified therein as expenditures from the funds indicated, and shall constitute a levy of the property tax thereby required. A copy of the budget as finally adopted by Town Meeting or Referendum Vote shall be prepared by the Town Manager and submitted to the Select Board for certification. The certified property tax levy shall be distributed by the Town Manager to the Town Clerk for record retention and to the Assessor for the proper calculation of the tax rate and tax levy.

2. If the Budget has not been finally approved before the Fiscal Year begins, the Town is authorized to continuing spending from an Unassigned Fund balance an amount up to 1/12 of the budgeted amount of the preceding fiscal year per month until a new budget is approved at a Town Meeting.

### **6.7 Administration of Budget**

Before the beginning of the fiscal year, the head of each office, department or agency shall submit to the Town Manager, when required by the Town Manager, a work program for the year. This program shall show the requested allotments of appropriations for such office, department or agency, by defined period, for the entire fiscal year. The Town Manager shall review the requested allotments in the light of the work program of the office, department or agency concerned, and may revise, alter or change such allotments before approving them. The aggregate of such allotments shall not exceed the total of voted approved appropriations available to said office, department or agency for the budget year.

### **6.8 Tax Anticipation Borrowing Guidelines**

In the event that the Select Board determines it necessary to borrow money in anticipation of taxes, the Select Board shall adhere to the guidelines for Tax Anticipation Note Borrowing as detailed in MRS 30-A, Section 5771. The following guidelines shall be followed:

- A. Invitations to bid shall be extended to lending institutions at the same time.
- B. Invitations shall be dated and delivered to the invited lending institutions at least ten (10) business days prior to the bid opening.
- C. Invitation to bid shall specify the maximum amount to be borrowed;
- D. The method of borrowing shall be clearly defined; i.e., "as needed or lump sum";
- E. Invitation shall specify planned maturity dates of said notes, and shall require the option to prepay without penalty;
- F. Invitation shall show estimated planned borrowing and repayment schedule. (Does not apply if borrowing is on a lump-sum basis.);
- G. Invitation shall state date, time and place bids are due, and shall indicate date bids will be opened and awarded;



H. Invitation shall inform of the Town's right to accept or reject any or all bids, provided that it is in the Town's best interest to do so;

I. Bidder shall be asked to submit interest rates in multiples of one- hundredth (1/100) of one percent (0.01%);and

J. The Town must specify the method by which interest shall be calculated;

## **6.9 Public Records**

~~Copies of the budget and the capital program as adopted shall be public records. (redundant and unnecessary, as they are public records)~~

State Law Reference: Title 1, MRS, Section 401

## **6.10 Lapse of Appropriations**

General fund appropriations, except an appropriation for a capital expenditure, shall lapse at the close of the fiscal year to the extent that they have not been expended or encumbered, or except as prohibited by law, as set forth in this section. Such funds shall be transferred to the Unassigned Funds account. An appropriation for a capital expenditure shall continue in force until the purpose for which it was made has been accomplished or abandoned. The Select Board may, on advice of the Town Manager, carry forward unexpended general fund appropriations, as deemed appropriate, to the same department for the next fiscal year.

State Law Reference: Title 30-A, MRS, Section 5801

## **6.11 Annual Audit**

The Town Manager shall each year, by November 1<sup>st</sup>, engage a certified public accounting firm, with the approval of the Select Board, for the purpose of conducting the annual audit of the prior fiscal year's municipal finances, as authorized by law.

State Law Reference: Title 30-A, MRS, Section 5823

## Memorandum

**To:** Eliot Select Board and Budget Committee

(posted on FY 25 Budget page of eliotmaine.org)

**From:** Town Manager Michael J. Sullivan

**Re;** Fiscal Year 2025 Draft Budget Adjustments

Select Board, Budget Committee Members,

As we draw closer to the deadline for making recommendations to the Town Manager proposed fiscal year 2025 budget, I am offering this abridged synopsis of changes to the December 2023 version which is on the website and a hardcopy sent to your home address. The intent is for the Select Board to finalize the warrant article on March 28th to meet the required deadlines, public hearings and most importantly to allow the public to become familiar with the final product.

The adjustments to the still “draft” FY 25 budget will as follows.

- E-62-01-99-30 School “Fixed Assessment” will be reduced by \$573,000. This change is based on information provided by MSAD 36 in respect to the state aid formula.
- E-62-02-99-15 County “Fixed Assessment” will be reduced by \$66,615. Again, based on the formula set by the state and provided to York County. It should be noted that the majority of cities/towns in York County are being assessed significant increases with only Eliot and Ogunquit to see reductions. Eliot’s is the greatest reduction going down \$26,916 from FY 24.
- E-01-01-05-02 Administration “Communications” will be increased by \$700 based on trends and some billing adjustments with the new phone system.
- E-10-01-05-02 Fire “Communications” will be reduced by \$1,000, again based on some changes to billing practices.

The FY 24 approved budget in an “apples-to-apples” comparison to the FY 25 proposed budget there is a \$736,000 increase of which about \$350K comes from the school budget and about \$170K coming from the proposed two new police officers and a part time employee in Town Hall (Finance) leaving \$180K increase from Health Insurance premiums, I would suggest these are the major drivers in respect to the modest overall increase to the budget.

We have just received the “draft” FY 23 audit and it indicates there is still over \$6 million in unassigned funds in the municipal treasury. The cash position increased for the Town of Eliot increased by about \$800K according to the audit. We continue to work towards having a more secure and vigilant municipal accounting process and as the auditor suggests there has been substantial and significant improvement due to the hard work of the Finance Director and with the support of staff.

I have attached a list of approved proposed additions to various reserve accounts. The requests would be increased through "unassigned funds". The proposed allocations do not have an impact on the tax rate as they are funds already in treasury.

I am proposing the following.

- \$120,000 be added to the "Wage and Training Reserve Fund". This fund would continue to be used for wages and training. This would include ongoing training, salary increases, and/or other related benefits or costs.
- \$10,000 "Senior Tax Reserve" This would bring the balance to \$23,659, we use about \$12,000 a year so this would keep us slightly ahead.
- \$50,000 "Police Department Reserve" this would primarily be used for vehicle replacement in the future
- \$50,000 "Town Hall Reserve" the primary focus of this allocation would be to abate unexpected costs for the Town Hall Reno Project. The secondary focus will be to expand record retention efforts and digitization when allowed.
- \$50,000 "Fire Department Reserve". Chief Muzzeroll has asked, and I support doing a "needs assessment" for the present fire operation including the physical building. This is a prudent planning project for the Town of Eliot.
- \$19,000 "Land Bank Reserve" this has been requested and I feel would be a wise allocation to add to the Land Bank Reserve.
- \$50,000 "Transfer Station Reserve". The primary focus would be to replace aging packing/baler equipment, containers and make improvements to the buildings and structures.
- \$80,000 "Parks and Facilities". This request is to start replacing the aging playscape equipment at Boat Basin and if feasible Frost Tufts.

It must be stated these allocations do not allow departments to spend the allocation without process. There still is oversight by departments, the Town Manager, Finance Director and cannot be expended without a specific vote of the Select Board. The Select Board vote would include a more detailed and specific plan, quotes when warranted, and they may also put restrictions or requirements when they feel it is necessary. Having this funding availability does allow the ability to react to opportunities which may otherwise be missed in a more traditional approval process.

Reserves should never be used for reoccurring expenses and only supplement budgets when there is a course of action to address reasonable increases related to spending in future General Fund budgeting.

I appreciate your consideration, thank you!

**Town of Elliot, Maine**  
**Subaccount Schedule of Investments - Reserve Funds**  
**For the Month of February 2024**

<b>Account Name</b>	<b>Ending Balance</b>	<b>FY2025 Proposed</b>	<b>Proposed Balance</b>
Administration Reserve	\$ 122,739.67		\$ 122,739.67
Wage & Training Reserve	\$ 57,208.45	\$ 120,000.00	\$ 177,208.45
Senior Tax	\$ 13,659.46	\$ 10,000.00	\$ 23,659.46
Police Department Reserve	\$ 162,013.74	\$ 50,000.00	\$ 212,013.74
Eliot Commons TIF	\$ (46,408.80)		\$ (46,408.80)
Town Hall Reserve	\$ 711,827.43	\$ 50,000.00	\$ 761,827.43
Fire Department Reserve	\$ 213,154.95	\$ 50,000.00	\$ 263,154.95
Land Bank Reserve	\$ 48,049.23	\$ 19,000.00	\$ 67,049.23
Grant Match	\$ 206,757.84		\$ 206,757.84
Sewer Reserve	\$ 269,050.05		\$ 269,050.05
Public Works Reserve	\$ 1,175,153.63		\$ 1,175,153.63
Transfer Station Reserve	\$ 46,150.14	\$ 50,000.00	\$ 96,150.14
Parks & Facilities Reserve	\$ 52,615.44	\$ 80,000.00	\$ 132,615.44
Community Service Department	\$ 88,357.24		\$ 88,357.24
PS Impact Fees	\$ 111,601.64		\$ 111,601.64
Eliot Stormwater Reserve	\$ 34,119.58		\$ 34,119.58
Rt. 236 TIF	\$ 4,665,519.98		\$ 4,665,519.98
Lena Grover Memorial Trust	\$ 938.17		\$ 938.17
Mary Lizzie Spinney Trust	\$ 26,539.58		\$ 26,539.58
Susan Blume/Frost Tufts Cemetary	\$ 12,252.52		\$ 12,252.52
	\$ 2,836.07		\$ 2,836.07
ARPA	\$ 322,851.21		\$ 322,851.21
PEG Access	\$ 53,673.78		\$ 53,673.78
Grants	\$ 50,794.04		\$ 50,794.04
Fuel Assistance	\$ 38,861.24		\$ 38,861.24
<b>Total Request:</b>		\$ 429,000.00	

ELIOT  
11:58 AM**Payroll Warrant**  
Pay Date: 02/22/202402/21/2024  
Page 1

WARRANT: 82

Check	D / D	Check	Employee	Gross Pay
15662	350.00	424.58	4501 JAY P. MUZEROLL	1,000.35
15663	0.00	1,339.02	3010 Norman R Albert	1,900.00
115662	843.24	0.00	1005 MELISSA T. ALBERT	1,559.61
115663	939.30	0.00	1059 Kristin D McNulty	1,600.00
115664	406.34	0.00	1104 Sierra A Pawnell	440.00
115665	1,696.98	0.00	1041 Michael J. Sullivan	2,346.40
115666	261.04	0.00	6084 Robert B. Veino	287.20
115667	652.35	0.00	1077 Mikayla L.F. Ferrara	954.00
115668	679.02	0.00	1068 Kylie R Gordon	920.00
115669	1,187.23	0.00	1010 WENDY J. RAWSKI	1,730.80
115670	787.74	0.00	1101 Lauren A Small	1,135.20
115671	979.75	0.00	1003 Rochelle M Bishop	1,502.80
115672	988.37	0.00	1032 Jeffery S. Brubaker	1,607.20
115673	1,044.00	0.00	1099 Donald K Ferrara	1,576.80
115674	666.20	0.00	1069 Kim R Tackett	990.00
115675	967.38	0.00	5078 Casey R Cyr	1,547.69
115676	1,058.70	0.00	5053 BRIAN P. DELANEY	1,811.54
115677	1,137.95	0.00	5076 William A. Dries	1,777.00
115678	1,108.73	0.00	5077 Robert Govoni	1,745.35
115679	1,065.58	0.00	5019 Ronald H Lund	1,886.50
115680	1,003.65	0.00	5074 Ryan D. Mazur	1,787.06
115681	1,186.01	0.00	5068 ELLIOTT L. MOYA	2,230.80
115682	638.72	0.00	5071 JUDITH F. SMITH	912.40
115683	828.62	0.00	3104 Douglas M Blaisdell	1,377.49
115684	804.18	0.00	4538 BRIAN C. HOLT	1,184.05
115685	884.79	0.00	3116 Austin D Mahoney	1,323.41
115686	1,237.50	0.00	3013 Kasey A Ross	1,748.72
115687	764.05	0.00	1026 David R Ross-Lyons	1,114.80
115688	1,186.01	0.00	3028 JAMES G. ROY	1,847.57
115689	243.74	0.00	3008 DONALD E. SYLVESTER	263.93
115690	319.57	0.00	3102 RONALD PEARSON	406.98
115691	458.80	0.00	1263 Thomas J. Phillips, III	572.28
115692	274.06	0.00	3083 RALPH E. PLACE	344.93
115693	233.05	0.00	3084 Daryl R Therfault	319.77
115694	304.47	0.00	3059 Robert H. Whittaker	377.91
115695	276.10	0.00	3110 Nicholas P Willis	345.99
115696	335.91	0.00	1310 Lindsay M. Jardine	440.00
115697	949.00	0.00	1060 HEATHER MUZEROLL-ROY	1,500.00
115698	929.60	0.00	1286 Megan E Roche	1,293.75
115699	311.11	0.00	1297 Nancy Young	336.88
115700	189.90	0.00	1103 Amanda E McKay	205.63
115701	240.30	0.00	1081 Ella G Vennard	262.50
115702	0.00	30,419.04	D / D 9 KENNEBUNK SAVINGS BANK	
15664	0.00	54.74	T & A 9 Mission Square	
15665	0.00	54.74	T & A 10 Mission Square	
115703	0.00	11,988.91	T & A 1 Kennebunk Savings Bank	
115704	0.00	180.00	T & A 7 Maine State Retirement Service	
115705	0.00	2,288.38	T & A 4 Treasurer of State	

ELIOT  
11:58 AM

**Payroll Warrant**  
Pay Date: 02/22/2024

02/21/2024  
Page 2

WARRANT: 82

Check	D / D	Check	Employee	Gross Pay
<b>Total</b>	<b>30,419.04</b>	<b>46,749.41</b>		<b>48,515.29</b>

<b>Put into A/P</b>	<b>20,098.81</b>
<b>Taken out of A/P</b>	<b>(14,566.77)</b>
<b>Total Payroll</b>	<b>52,281.45</b>

<b>Count</b>	
Checks	48

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

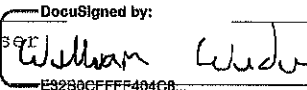
\_\_\_\_\_  
Lauren Dow

\_\_\_\_\_  
Bruce Cabot Trott

\_\_\_\_\_  
Richard Donhauser

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

DocuSigned by:



E9280CF7FF404C8...

William Widi

ELIOT  
9:46 AM**Payroll Warrant**  
Pay Date: 02/29/2024

02/28/2024

Page 1

## WARRANT: 84

Check	D / D	Check	Employee	Gross Pay
15666	350.00	424.58	4501 JAY P. MUZEROLL	1,000.35
15667	0.00	1,339.02	3010 Norman R Albert	1,900.00
115666	1,092.91	0.00	1005 MELISSA T. ALBERT	1,559.60
115667	149.09	0.00	2125 ELLEN M. LEMIRE	203.46
115668	1,053.99	0.00	1059 Kristin D McNulty	1,600.00
115669	406.34	0.00	1104 Sierra A Pawnell	440.00
115670	1,696.98	0.00	1041 Michael J. Sullivan	2,346.40
115671	179.30	0.00	6084 Robert B. Veino	194.16
115672	701.96	0.00	1077 Mikayla L.F. Ferrara	954.00
115673	679.02	0.00	1068 Kylie R Gordon	920.00
115674	1,236.84	0.00	1010 WENDY J. RAWSKI	1,730.80
115675	869.19	0.00	1101 Lauren A Smail	1,135.20
115676	1,094.44	0.00	1003 Rochelle M Blshop	1,502.80
115677	1,098.51	0.00	1032 Jeffery S. Brubaker	1,607.20
115678	1,093.61	0.00	1099 Donald K Ferrara	1,576.80
115679	719.71	0.00	1069 Kim R Tackett	990.00
115680	888.19	0.00	5078 Casey R Cyr	1,263.99
115681	897.44	0.00	5053 BRIAN P. DELANEY	1,367.20
115682	1,177.84	0.00	5076 William A. Dries	1,676.48
115683	917.58	0.00	5077 Robert Govoni	1,305.05
115684	1,175.29	0.00	5019 Ronald H Lund	1,857.77
115685	970.16	0.00	5074 Ryan D. Mazur	1,483.97
115686	1,304.83	0.00	5068 ELLIOTT L. MOYA	2,230.80
115687	640.10	0.00	5071 JUDITH F. SMITH	912.40
115688	766.79	0.00	3104 Douglas M Blaisdell	1,079.47
115689	767.31	0.00	4538 BRIAN C. HOLT	969.85
115690	758.04	0.00	3116 Austin D Mahoney	1,037.10
115691	1,098.10	0.00	3013 Kasey A Ross	1,432.37
115692	874.18	0.00	1026 David R Ross-Lyons	1,114.80
115693	992.20	0.00	3028 JAMES G. ROY	1,447.85
115694	254.57	0.00	3008 DONALD E. SYLVESTER	275.66
115695	334.82	0.00	3102 RONALD PEARSON	406.98
115696	427.01	0.00	1263 Thomas J. Phillips, III	509.85
115697	288.56	0.00	3083 RALPH E. PLACE	344.93
115698	245.30	0.00	3084 Daryl R Theriault	319.77
115699	318.72	0.00	3059 Robert H. Whittaker	377.91
115700	289.35	0.00	3110 Nicholas P Willis	345.99
115701	493.98	0.00	1310 Lindsay M. Jardine	649.00
115702	1,004.07	0.00	1060 HEATHER MUZEROLL-ROY	1,500.00
115703	739.34	0.00	1286 Megan E Roche	1,009.38
115704	290.90	0.00	1297 Nancy Young	315.00
115705	56.56	0.00	1103 Amanda E McKay	61.25
115706	255.45	0.00	1081 Ella G Vennard	280.00
115707	0.00	30,648.57	D / D 9 KENNEBUNK SAVINGS BANK	
15668	0.00	54.74	T & A 9 Mission Square	
15669	0.00	54.74	T & A 10 Mission Square	
115708	0.00	11,040.38	T & A 1 Kennebunk Savings Bank	
115709	0.00	180.00	T & A 7 Maine State Retirement Service	

ELIOT  
9:46 AM

**Payroll Warrant**  
Pay Date: 02/29/2024

02/28/2024  
Page 2

WARRANT: 84

Check	D / D	Check	Employee	Gross Pay
115710	0.00	2,089.96	T & A 4 Treasurer of State	
<b>Total</b>	<b>30,648.57</b>	<b>45,831.99</b>		<b>45,235.59</b>

**Put into A/P**                      **16,338.71**  
**Taken out of A/P**              **(13,419.82)**  


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**Total Payroll**                    **48,750.88**

**Count**  


---

Checks                                      49

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

\_\_\_\_\_  
Lauren Dow

\_\_\_\_\_  
Bruce Cabot Trott

\_\_\_\_\_  
Richard Donhauser

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

\_\_\_\_\_  
William Widi



ELIOT  
10:06 AM**Payroll Warrant**  
Pay Date: 03/07/202403/06/2024  
Page 1

## WARRANT: 87

Check	D / D	Check	Employee	Gross Pay
15670	0.00	427.21	1017 Richard D. Donhauser	462.60
15671	0.00	237.34	1037 Lauren H Dow	257.00
15672	0.00	235.54	1102 Stanley I Shapleigh	257.00
15673	0.00	933.25	4534 JASON M. CULLEN	1,150.00
15674	0.00	923.25	4005 GERALD MOYNAHAN	1,150.00
15675	350.00	1,201.36	4501 JAY P. MUZEROLL	2,235.85
15676	0.00	237.34	4523 B. CABOT TROTT	257.00
15677	0.00	1,498.01	3010 Norman R Albert	2,150.00
115670	843.18	0.00	1005 MELISSA T. ALBERT	1,559.60
115671	91.66	0.00	1053 Ann S Lukejord	99.25
115672	939.24	0.00	1059 Kristin D McNulty	1,600.00
115673	406.34	0.00	1104 Sierra A Pawnell	440.00
115674	1,858.83	0.00	1041 Michael J. Sullivan	2,596.40
115675	338.43	0.00	6084 Robert B. Veino	388.32
115676	0.00	0.00	1039 William M Widi	257.00
115677	851.47	0.00	1077 Mikayla L.F. Ferrara	1,249.14
115678	1,023.02	0.00	1068 Kylie R Gordon	1,454.63
115679	1,187.18	0.00	1010 WENDY J. RAWSKI	1,730.80
115680	787.72	0.00	1101 Lauren A Small	1,135.20
115681	979.69	0.00	1003 Rochelle M Bishop	1,502.80
115682	988.32	0.00	1032 Jeffery S. Brubaker	1,607.20
115683	1,043.95	0.00	1099 Donald K Ferrara	1,576.80
115684	666.15	0.00	1069 Kim R Tackett	990.00
115685	785.80	0.00	5078 Casey R Cyr	1,263.99
115686	921.58	0.00	5053 BRIAN P. DELANEY	1,597.92
115687	949.49	0.00	5076 William A. Dries	1,434.68
115688	861.28	0.00	5077 Robert Govoni	1,305.05
115689	858.80	0.00	5019 Ronald H Lund	1,509.20
115690	824.23	0.00	5074 Ryan D. Mazur	1,460.35
115691	1,185.96	0.00	5068 ELLIOTT L. MOYA	2,230.80
115692	638.70	0.00	5071 JUDITH F. SMITH	912.40
115693	666.80	0.00	3104 Douglas M Blaisdell	1,099.35
115694	668.02	0.00	4538 BRIAN C. HOLT	987.70
115695	708.86	0.00	3116 Austin D Mahoney	1,056.18
115696	1,022.69	0.00	3013 Kasey A Ross	1,458.73
115697	763.99	0.00	1026 David R Ross-Lyons	1,114.80
115698	954.43	0.00	3028 JAMES G. ROY	1,501.14
115699	162.49	0.00	3008 DONALD E. SYLVESTER	175.95
115700	319.57	0.00	3102 RONALD PEARSON	406.98
115701	412.26	0.00	1263 Thomas J. Phillips, III	509.85
115702	274.06	0.00	3083 RALPH E. PLACE	344.93
115703	233.05	0.00	3084 Daryl R Theriault	319.77
115704	304.47	0.00	3059 Robert H. Whittaker	377.91
115705	276.10	0.00	3110 Nicholas P Willis	345.99
115706	420.11	0.00	1310 Lindsay M. Jardine	550.00
115707	898.93	0.00	1060 HEATHER MUZEROLL-ROY	1,500.00
115708	936.88	0.00	1286 Megan E Roche	1,306.25
115709	290.90	0.00	1297 Nancy Young	315.00

ELIOT  
10:06 AM**Payroll Warrant**  
Pay Date: 03/07/202403/06/2024  
Page 2

WARRANT: 87

Check	D / D	Check	Employee	Gross Pay
115710	145.45	0.00	1103 Amanda E McKay	157.50
115711	109.10	0.00	1081 Ella G Vennard	118.13
115712	0.00	28,949.18	D / D 9 KENNEBUNK SAVINGS BANK	
15678	0.00	54.74	T & A 9 Mission Square	
15679	0.00	54.74	T & A 10 Mission Square	
115713	0.00	12,849.14	T & A 1 Kennebunk Savings Bank	
115714	0.00	180.00	T & A 7 Maine State Retirement Service	
115715	0.00	2,327.14	T & A 4 Treasurer of State	
<b>Total</b>	<b>28,949.18</b>	<b>50,108.24</b>		<b>51,467.14</b>

Put into A/P	<b>20,816.65</b>
Taken out of A/P	<b>(15,465.76)</b>
<b>Total Payroll</b>	<b>55,459.13</b>

**Count**

Checks	56
--------	----

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

---

 Lauren Dow

---

 Bruce Cabot Trott

---

 Richard Donhauser

---

 Stanley Shapleigh

---

 William Widi

## Warrant 83

Jrnl	Check	Month	Invoice Description	Reference	Amount	Encumbrance
Description			Account	Proj		
<b>01445 Allegiant Care</b>						
0923	32593	02	April Health Premium	2.2024		
April Health Premium			E 01-01-03-10		7,049.60	0.00
			Employees / Health Ins.			
April Health Premium			G 01-2229-00		1,495.40	0.00
			Health/Alleg			
			<b>Vendor Total-</b>		<b>8,545.00</b>	
<b>02854 Amazon Capital Services</b>						
0923	32594	02	Phone case/screen protect	1PPM-DWJX-CX1P		
Phone case/screen protect			E 01-01-20-40		25.94	0.00
			Supplies / Dept./Office			
			<b>Invoice Total-</b>		<b>25.94</b>	
0923	32594	02	Sp events	11J3-6RVN-HJLD		
Sp events			E 30-01-04-03		100.26	0.00
			Comm. Relati / Spec.Events			
			<b>Invoice Total-</b>		<b>100.26</b>	
0923	32594	02	Office	1TRD-KHT9-9LK4		
Office			E 30-01-20-40		26.97	0.00
			Supplies / Dept./Office			
			<b>Invoice Total-</b>		<b>26.97</b>	
0923	32594	02	Office	1LRT-7CK6-4MD3		
Office			E 30-01-20-40		58.98	0.00
			Supplies / Dept./Office			
			<b>Invoice Total-</b>		<b>58.98</b>	
0923	32594	02	Office	1XHD-41V4-RGWD		
Office			E 30-01-20-40		6.52	0.00
			Supplies / Dept./Office			
			<b>Invoice Total-</b>		<b>6.52</b>	
0923	32594	02	F/D Dance	19XC-3HF4-JCDP		
F/D Dance			E 30-01-04-03		186.07	0.00
			Comm. Relati / Spec.Events			
			<b>Invoice Total-</b>		<b>186.07</b>	
0923	32594	02	return	169H-9CDX-FR93		
Credit Memo			G 01-9999-00		-159.00	0.00
			Clearing A/C			
			<b>Invoice Total-</b>		<b>-159.00</b>	
			<b>Vendor Total-</b>		<b>245.74</b>	
<b>00121 Cintas Corporation #758</b>						
0923	32595	02	11/3 uniforms	4172864714		
11/3 uniforms			E 20-01-03-15		143.56	0.00
			Employees / Uniforms			
			<b>Invoice Total-</b>		<b>143.56</b>	
0923	32595	02	2/16 uniforms	4183653512		
2/16 uniforms			E 20-01-03-15		158.37	0.00
			Employees / Uniforms			
			<b>Invoice Total-</b>		<b>158.37</b>	
			<b>Vendor Total-</b>		<b>301.93</b>	
<b>02315 Coyote Club Wildlife Ed.</b>						
0923	32596	02	Session 2 Elementary	2.20.2024		

## Warrant 83

Jrnl	Check	Month	Invoice Description	Reference	Amount	Encumbrance
Description			Account	Proj		
Session 2 Elementary			E 31-02-55-02		2,040.00	0.00
			Prog. Exp. / Contracted			
			<b>Vendor Total-</b>		<b>2,040.00</b>	
<b>02231 ESRI</b>						
0923	32597	02	Annual GIS fee	94669030		
Annual GIS fee			E 01-03-10-05		1,375.00	0.00
			Contract Svc / GIS Mapping			
			<b>Vendor Total-</b>		<b>1,375.00</b>	
<b>03011 Fimbel Seacoast Corporation</b>						
0923	32598	02	garage door opener	82925948		
garage door opener			E 10-05-24-20		1,384.20	0.00
			Rep. & Maint / Building			
			<b>Vendor Total-</b>		<b>1,384.20</b>	
<b>00368 Government Finance Officers Association</b>						
0923	32599	02	GAAFR book	3091572		
GAAFR book			E 01-01-20-40		199.00	0.00
			Supplies / Dept./Office			
			<b>Vendor Total-</b>		<b>199.00</b>	
<b>02804 Inclusion Solutions, LLC</b>						
0923	32600	02	Voting booth replac. part	150185		
Voting booth replac. part			E 15-15-20-04		176.00	0.00
			Supplies / Election			
			<b>Vendor Total-</b>		<b>176.00</b>	
<b>00000 John Lydston</b>						
0923	32601	02	Overpymnt elect. permit	7725		
Overpymnt elect. permit			R 01-01-40		50.00	0.00
			Electrical			
			<b>Vendor Total-</b>		<b>50.00</b>	
<b>02475 Leaf</b>						
0923	32602	02	copier	16069226		
copier			E 10-05-10-14		205.73	0.00
			Contract Svc / Cntrct Admin			
			<b>Vendor Total-</b>		<b>205.73</b>	
<b>00444 MAINE TOWN &amp; CITY CLERK'S ASSN</b>						
0923	32603	02	Training 30A Mik&kylie	1000457163		
Training 30A Mik&kylie			E 01-02-03-05		120.00	0.00
			Employees / Training			
			<b>Vendor Total-</b>		<b>120.00</b>	
<b>00000 Nedra Sahr</b>						
0923	32604	02	Replace stale check 15353	15353		
Replace stale check 15353			G 01-5099-00		95.58	0.00
			year en adj.			
			<b>Vendor Total-</b>		<b>95.58</b>	
<b>00492 OTIS ELEVATOR COMPANY</b>						
0923	32605	02	Elevator contract	100401463244		
Elevator contract			E 07-02-65-08		1,894.20	0.00
			Debt Service / Leases			

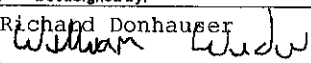
Warrant 83

Jrnl	Check	Month	Invoice Description	Reference	Amount	Encumbrance
Description	Account	Proj				
<b>Vendor Total-</b>					<b>1,894.20</b>	
<b>00358 Randy M. Buccini</b>						
0923	32606	02	PEG Access	2.15.24		
PEG Access			E 93-23-99-01		570.00	0.00
	Misc. / Misc.					
<b>Vendor Total-</b>					<b>570.00</b>	
<b>02064 Seacoast Printing</b>						
0923	32607	02	ACO uniform shirt	7992		
ACO uniform shirt			E 10-05-10-27		70.00	0.00
	Contract Svc / Animal Contr					
<b>Vendor Total-</b>					<b>70.00</b>	
<b>00002 Stellar Networks</b>						
0923	32608	02	Monthly tech services	78460		
Town hall			E 01-01-13-03		2,655.96	0.00
	Technology / Services					
PD			E 01-01-13-03		740.00	0.00
	Technology / Services					
Highway			E 01-01-13-03		366.00	0.00
	Technology / Services					
<b>Invoice Total-</b>					<b>3,761.96</b>	
0923	32608	02	computer, radio	78459		
computer, radio			E 01-01-13-03		919.86	0.00
	Technology / Services					
<b>Invoice Total-</b>					<b>919.86</b>	
<b>Vendor Total-</b>					<b>4,681.82</b>	
<b>00725 TREASURER OF STATE</b>						
0923	32609	02	BMV Report 2/8-2/15	2/8-2/15		
BMV Report 2/8-2/15			G 01-2040-00		10,846.04	0.00
	DMV Regs					
<b>Vendor Total-</b>					<b>10,846.04</b>	
<b>Prepaid Total-</b>					<b>0.00</b>	
<b>Current Total-</b>					<b>32,800.24</b>	
<b>EFT Total-</b>					<b>0.00</b>	
<b>Warrant Total-</b>					<b>32,800.24</b>	

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

\_\_\_\_\_  
 Lauren Dow

\_\_\_\_\_  
 Bruce Cabot Trott

DocuSigned by:  
 Richard Donhauser  
  
 E32B0CFFFF404C8...  
 William Widi

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

## Warrant 85

Jrnl	Check	Month	Invoice Description	Reference	Amount	Encumbrance
Description			Account	Proj		
<b>02854 Amazon Capital Services</b>						
0942	32610	02	Ofc supplies & batt packs	1TYF-RKDD-MLHH		
Office supplies			E 20-01-20-40		370.15	0.00
			Supplies / Dept./Office			
Battery packs			E 20-01-24-10		97.22	0.00
			Rep. & Maint / Equipment			
			<b>Invoice Total-</b>		<b>467.37</b>	
0942	32610	02	Ofc supplies/TS bags	1GNH-QC7R-TWWV		
Office supplies			E 20-01-20-40		9.02	0.00
			Supplies / Dept./Office			
TS bags			E 20-25-20-58		123.32	0.00
			tation - Supplies / PAYT			
			<b>Invoice Total-</b>		<b>132.34</b>	
			<b>Vendor Total-</b>		<b>599.71</b>	
<b>02385 Caterpillar Financial Services Corp</b>						
0942	32611	02	Backhoe	35004133		
Backhoe			E 07-02-65-08		22,701.82	0.00
			Debt Service / Leases			
			<b>Vendor Total-</b>		<b>22,701.82</b>	
<b>00109 CENTRAL MAINE POWER</b>						
0942	32613	02	HL Dow Hwy	722001858138		
HL Dow Hwy			E 20-25-15-02		40.65	0.00
			tation - Utilities / Electricity			
			<b>Invoice Total-</b>		<b>40.65</b>	
0942	32613	02	Rte 236 Garage	723001825888		
Rte 236 Garage			E 20-01-15-02		31.91	0.00
			Utilities / Electricity			
			<b>Invoice Total-</b>		<b>31.91</b>	
0942	32613	02	Pleasant St	702002040993		
Pleasant St			E 70-05-15-02		40.65	0.00
			Utilities / Electricity			
			<b>Invoice Total-</b>		<b>40.65</b>	
0942	32613	02	Rte 236-Beech Rd	708001992063		
Rte 236-Beech Rd			E 10-35-10-06		31.91	0.00
			Contract Svc / contract fee			
			<b>Invoice Total-</b>		<b>31.91</b>	
0942	32613	02	1333 State Rd	706002005253		
1333 State Rd			E 01-01-15-02		40.65	0.00
			Utilities / Electricity			
			<b>Invoice Total-</b>		<b>40.65</b>	
0942	32613	02	Cor State/Bolthill Rd	703002027214		
Cor State/Bolthill Rd			E 10-35-10-06		31.91	0.00
			Contract Svc / contract fee			
			<b>Invoice Total-</b>		<b>31.91</b>	
0942	32613	02	Main St	723001825552		
Main St			E 70-10-15-02		192.96	0.00
			Utilities / Electricity			
			<b>Invoice Total-</b>		<b>192.96</b>	
0942	32613	02	New Kittery Rd	719001910308		

## Warrant 85

Jrnl	Check	Month	Invoice Description	Reference	Amount	Encumbrance
Description			Account	Proj		
New Kittery Rd			E 10-35-10-06		50.23	0.00
			Contract Svc / contract fee			
				<b>Invoice Total-</b>	<b>50.23</b>	
0942	32613	02	Dixon Ave	703002028060		
Dixon Ave			E 70-15-15-02		49.01	0.00
			Utilities / Electricity			
				<b>Invoice Total-</b>	<b>49.01</b>	
0942	32613	02	Route 236	713001954628		
Route 236			E 10-30-15-03		87.39	0.00
			Utilities / Communicat.			
				<b>Invoice Total-</b>	<b>87.39</b>	
0942	32613	02	Route 236 Rd	714001948647		
Route 236 Rd			E 10-30-15-03		51.10	0.00
			Utilities / Communicat.			
				<b>Invoice Total-</b>	<b>51.10</b>	
0942	32613	02	Harold L Dow Hwy TRF	723001825726		
Harold L Dow Hwy TRF			E 20-25-15-02		31.91	0.00
			tation - Utilities / Electricity			
				<b>Invoice Total-</b>	<b>31.91</b>	
				<b>Vendor Total-</b>	<b>680.28</b>	
<b>00121 Cintas Corporation #758</b>						
0942	32614	02	2/23 uniforms	4184358239		
2/23 uniforms			E 20-01-03-15		158.37	0.00
			Employees / Uniforms			
				<b>Vendor Total-</b>	<b>158.37</b>	
<b>00131 COMCAST</b>						
0942	32615	02	DPW 2/20-3/19	2/20-3/19		
DPW 2/20-3/19			E 20-01-05-02		151.44	0.00
			Service Fees / Communicatio			
				<b>Vendor Total-</b>	<b>151.44</b>	
<b>01513 Consolidated Communications</b>						
0942	32616	02	TH phones	1/18-2/17		
TH phones			E 01-01-05-02		443.08	0.00
			Service Fees / Communicatio			
				<b>Invoice Total-</b>	<b>443.08</b>	
0942	32616	02	Hwy phones	1357-2/24		
Hwy phones			E 20-01-05-02		407.32	0.00
			Service Fees / Communicatio			
				<b>Invoice Total-</b>	<b>407.32</b>	
				<b>Vendor Total-</b>	<b>850.40</b>	
<b>00147 CUMMINS INC</b>						
0942	32617	02	T/H generator repair	V6-1573		
T/H generator repair			E 01-01-24-20		396.49	0.00
			Rep. & Maint / Building			
				<b>Invoice Total-</b>	<b>396.49</b>	
0942	32617	02	T/H generator maint.	V6-1444		
T/H generator maint.			E 01-01-24-20		362.00	0.00
			Rep. & Maint / Building			
				<b>Invoice Total-</b>	<b>362.00</b>	

## Warrant 85

Jrnl	Check	Month	Invoice Description	Reference	
Description	Account	Proj	Amount	Encumbrance	
			<b>Vendor Total-</b>	<b>758.49</b>	
<b>02909 David Ross-Lyons</b>					
0942	32618	02	Mileage reimbursement	2/20/2024	
Mileage reimbursement	E 20-01-03-06		71.02	0.00	
			Employees / Mileage		
			<b>Vendor Total-</b>	<b>71.02</b>	
<b>00000 Donald Ferrara</b>					
0942	32619	02	Mileage Reimbursement	2/21/2024	
Mileage Reimbursement	E 01-03-03-06		50.25	0.00	
			Employees / Mileage		
			<b>Vendor Total-</b>	<b>50.25</b>	
<b>02519 Everett Hall</b>					
0942	32620	02	Rental assistance	2/22/2024	
Rental assistance	E 50-01-61-04		1,220.00	0.00	
			Assistance / Housing		
			<b>Vendor Total-</b>	<b>1,220.00</b>	
<b>00265 HAYDEE'S PEST-FREE MANAGEMENT, INC.</b>					
0942	32621	02	Pest control	168281	
Pest control	E 20-25-24-20		70.00	0.00	
			tation - Rep. & Maint / Building		
			<b>Vendor Total-</b>	<b>70.00</b>	
<b>02015 HEATWAVE OIL, LLC</b>					
0942	32622	02	Hwy Heat	759536	
Hwy Heat	E 20-01-15-01		665.25	0.00	
			Utilities / Heating		
			<b>Invoice Total-</b>	<b>665.25</b>	
0942	32622	02	Diesel	762726	
Diesel	E 20-05-20-10		1,656.00	0.00	
			Supplies / Fuel		
			<b>Invoice Total-</b>	<b>1,656.00</b>	
			<b>Vendor Total-</b>	<b>2,321.25</b>	
<b>02302 Holloway Automotive Group</b>					
0942	32623	02	Truck # 9	5049455	
Truck # 9	E 20-01-24-15		39.05	0.00	
			Rep. & Maint / Vehicle		
			<b>Vendor Total-</b>	<b>39.05</b>	
<b>02982 Kittery Ace Hardware</b>					
0942	32624	02	Keys	7157/1	
Keys	E 20-25-24-20		12.71	0.00	
			tation - Rep. & Maint / Building		
			<b>Vendor Total-</b>	<b>12.71</b>	
<b>00343 L.W. MORGRIDGE &amp; SON, INC.</b>					
0942	32625	02	Town hall project	24535	
Town hall project	E 90-03-99-01		1,034.00	0.00	
			Misc. / Misc.		
			<b>Vendor Total-</b>	<b>1,034.00</b>	
<b>00378 MAINE ENVIRONMENTAL PROTECTION</b>					



## Warrant 85

Jrnl	Check	Month	Invoice Description	Reference	Amount	Encumbrance
Description			Account	Proj		
0942	32626	02	Annual reporting fee TS		DEP0206241	
Annual reporting fee TS			E 20-25-10-28		239.00	0.00
			tation - Contract Svc / Disposal			
			<b>Invoice Total-</b>		<b>239.00</b>	
0942	32626	02	Annual license		DEP0205241	
Annual license			E 20-25-10-28		379.00	0.00
			tation - Contract Svc / Disposal			
			<b>Invoice Total-</b>		<b>379.00</b>	
			<b>Vendor Total-</b>		<b>618.00</b>	
<b>00384 MAINE MUNICIPAL ASSOCIATION</b>						
0942	32627	02	FOAA training wendy		1000458717	
FOAA training wendy			E 01-02-03-05		40.00	0.00
			Employees / Training			
			<b>Vendor Total-</b>		<b>40.00</b>	
<b>02509 Maine Municipal Bond Bank</b>						
0942	32628	02	2017 SRF Loan		N214655867	
2017 SRF Loan			E 07-02-65-06		6,125.14	0.00
			Debt Service / Interest			
2017 SRF Loan			E 07-02-65-07		306.26	0.00
			Debt Service / Loan Fees			
			<b>Invoice Total-</b>		<b>6,431.40</b>	
0942	32628	02	Eliot-2023FR Sewer		N214635305	
Eliot-2023FR Sewer			E 07-02-65-06		18,071.25	0.00
			Debt Service / Interest			
Eliot-2023FR Sewer			E 07-02-65-07		903.56	0.00
			Debt Service / Loan Fees			
			<b>Invoice Total-</b>		<b>18,974.81</b>	
			<b>Vendor Total-</b>		<b>25,406.21</b>	
<b>01635 MAINE OXY GROUP</b>						
0942	32629	02	vehicle repair		3002893272	
vehicle repair			E 20-01-24-15		100.89	0.00
			Rep. & Maint / Vehicle			
			<b>Vendor Total-</b>		<b>100.89</b>	
<b>02350 New England Kenworth</b>						
0942	32630	02	stock		CP544304	
stock			E 20-01-24-15		24.21	0.00
			Rep. & Maint / Vehicle			
			<b>Vendor Total-</b>		<b>24.21</b>	
<b>02856 P&amp;W Service Center</b>						
0942	32631	02	Pagers		63935	
Pager Grant			E 93-24-99-01		784.37	0.00
			Misc. / Misc.			
Pagers			E 10-01-20-55		784.38	0.00
			Supplies / Fire Dept.			
			<b>Vendor Total-</b>		<b>1,568.75</b>	
<b>03000 Stantec Consulting Services, Inc.</b>						
0942	32632	02	State-Beech AT project		2163481	
State-Beech AT project			E 93-16-99-01		4,782.77	0.00
			Misc. / Misc.			

## Warrant 85

Jrnl	Check	Month	Invoice Description	Reference	Amount	Encumbrance
Description	Account	Proj				
				<b>Vendor Total-</b>	<b>4,782.77</b>	
<b>00002 Stellar Networks</b>						
0942	32633	02	Hwy training computer	78490		
Hwy training computer	E 01-01-13-01		Technology / Hardware		891.33	0.00
				<b>Vendor Total-</b>	<b>891.33</b>	
<b>00679 TEAMSTERS LOCAL UNION #340</b>						
0942	32634	02	Feb union dues pw/ts	2/2024		
Feb union dues pw/ts	G 01-2237-00		Union Dues-P		644.00	0.00
				<b>Vendor Total-</b>	<b>644.00</b>	
<b>00622 Terminal Supply Inc.</b>						
0942	32635	02	Stock	15427		
Stock	E 20-01-24-15		Rep. & Maint / Vehicle		241.82	0.00
				<b>Vendor Total-</b>	<b>241.82</b>	
<b>00038 Tighe &amp; Bond, Inc.</b>						
0942	32636	02	Rate study	022489119		
Rate study	E 90-30-99-01		Misc. / Misc.		3,900.00	0.00
				<b>Vendor Total-</b>	<b>3,900.00</b>	
<b>00267 Tri-City Tool Crib</b>						
0942	32637	02	chainsaw maint.	238761		
chainsaw maint.	E 20-01-24-10		Rep. & Maint / Equipment		51.98	0.00
				<b>Vendor Total-</b>	<b>51.98</b>	
<b>00906 W.B. MASON COMPANY, INC.</b>						
0942	32638	02	TH paper	244608653		
TH paper	E 01-01-20-40		Supplies / Dept./Office		442.90	0.00
				<b>Invoice Total-</b>	<b>442.90</b>	
0942	32638	02	Water & bottle deposit	244580306		
Water & bottle deposit	E 01-01-20-40		Supplies / Dept./Office		66.10	0.00
				<b>Invoice Total-</b>	<b>66.10</b>	
0942	32638	02	water jug return	CM2529382		
Credit Memo	G 01-9999-00		Clearing A/C		-30.00	0.00
				<b>Invoice Total-</b>	<b>-30.00</b>	
0942	32638	02	bottle deposit refund	CM2459236		
Credit Memo	G 01-9999-00		Clearing A/C		-6.00	0.00
				<b>Invoice Total-</b>	<b>-6.00</b>	
0942	32638	02	water jug return	CM2531144		
Credit Memo	G 01-9999-00		Clearing A/C		-6.00	0.00
				<b>Invoice Total-</b>	<b>-6.00</b>	
				<b>Vendor Total-</b>	<b>467.00</b>	

**A / P Warrant**

Warrant 85

Jrnl	Check	Month	Invoice Description	Reference	Amount	Encumbrance
Description	Account	Proj				
<b>00782 White Sign</b>						
0942	32639	02	Signs	IVC130330		
Signs			E 20-01-24-56		97.16	0.00
			Rep. & Maint / Signs			
			<b>Vendor Total-</b>		<b>97.16</b>	
<b>02844 WIN Waste Innovations</b>						
0942	32640	02	waste	24-0000049276		
waste			E 20-25-10-28		236.11	0.00
			tation - Contract Svc / Disposal			
			<b>Vendor Total-</b>		<b>236.11</b>	
			<b>Prepaid Total-</b>		<b>0.00</b>	
			<b>Current Total-</b>		<b>69,789.02</b>	
			<b>EFT Total-</b>		<b>0.00</b>	
			<b>Warrant Total-</b>		<b>69,789.02</b>	

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

\_\_\_\_\_  
 Lauren Dow

\_\_\_\_\_  
 Bruce Cabot Trott

\_\_\_\_\_  
 Richard Donhauser

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

\_\_\_\_\_  
 William Widi

## Warrant 86

Jrnl	Check	Month	Invoice Description	Reference		
Description			Account	Proj	Amount	Encumbrance
<b>02991 Kennebunk Savings</b>						
0911	999999	02	M Albert jan CC chgs		12/29-1/29	
Indeed job posting			E 01-01-03-02		52.67	0.00
			Employees / HR			
Indeed job posting			E 01-01-03-02		49.37	0.00
			Employees / HR			
Indeed mnthly subscrip.			E 01-01-03-02		120.00	0.00
			Employees / HR			
			<b>Invoice Total-</b>		<b>222.04</b>	
0911	999999	02	K McNulty Jan CC chgs		12/29-1/29	
Zoom mnthly subscrip.			E 01-01-13-02		95.94	0.00
			Technology / Software			
			<b>Invoice Total-</b>		<b>95.94</b>	
0911	999999	02	H Muzeroll-Roy Jan CC chg		12/29-1/29	
Dicks Sporting goods			E 31-02-55-01		65.97	0.00
			Prog. Exp. / Sup. & Mat.			
			<b>Invoice Total-</b>		<b>65.97</b>	
0911	999999	02	E Moya Jan CC chgs		12/29-1/29	
Michaels store			E 10-05-20-40		17.98	0.00
			Supplies / Dept./Office			
			<b>Invoice Total-</b>		<b>17.98</b>	
0911	999999	02	N Albert Jan CC chgs		12/29-1/29	
Truck sander part			E 20-01-24-10		640.00	0.00
			Rep. & Maint / Equipment			
Snow storm lunch			E 20-01-20-40		96.21	0.00
			Supplies / Dept./Office			
Water			E 20-01-20-40		20.00	0.00
			Supplies / Dept./Office			
Snow storm dinner			E 20-01-20-40		134.47	0.00
			Supplies / Dept./Office			
Snow storm dinner			E 20-01-20-40		107.92	0.00
			Supplies / Dept./Office			
			<b>Invoice Total-</b>		<b>998.60</b>	
0911	999999	02	J Muzeroll Jan CC chgs		12/29-1/29	
Enbridge Grant			E 93-24-99-01		899.99	0.00
			Misc. / Misc.			
Microsoft 360 yrly sub			E 10-01-05-02		105.49	0.00
			Service Fees / Communicatio			
Storm food			E 10-01-20-55		8.37	0.00
			Supplies / Fire Dept.			
Storm food			E 10-01-20-55		47.33	0.00
			Supplies / Fire Dept.			
Storm food			E 10-01-20-55		17.25	0.00
			Supplies / Fire Dept.			
Building supplies			E 10-01-24-20		367.62	0.00
			Rep. & Maint / Building			
Tank 1 video camera			E 10-01-24-10		221.84	0.00
			Rep. & Maint / Equipment			
			<b>Invoice Total-</b>		<b>1,667.89</b>	
			<b>Vendor Total-</b>		<b>3,068.42</b>	

Warrant 86

Jrnl	Check	Month	Invoice Account	Description	Proj	Reference Amount	Encumbrance
				<b>Prepaid Total-</b>		<b>3,068.42</b>	
				<b>Current Total-</b>		<b>0.00</b>	
				<b>EFT Total-</b>		<b>0.00</b>	
				<b>Warrant Total-</b>		<b>3,068.42</b>	

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

\_\_\_\_\_  
Lauren Dow

\_\_\_\_\_  
Bruce Cabot Trott

\_\_\_\_\_  
Richard Donhauser

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

\_\_\_\_\_  
William Widi

## Warrant 88

Jrnl	Check	Month	Invoice Description	Reference	Amount	Encumbrance
Description			Account	Proj		
<b>02854 Amazon Capital Services</b>						
0968	32642	03	office supply		1H9C-XR1V-WFJH	
office supply			E 01-01-20-40		24.93	0.00
			Supplies / Dept./Office			
			<b>Invoice Total-</b>		<b>24.93</b>	
0968	32642	03	office supply		1VFD-FJLR-JJYW	
office supply			E 01-01-20-40		83.88	0.00
			Supplies / Dept./Office			
			<b>Invoice Total-</b>		<b>83.88</b>	
0968	32642	03	phone case		16DJ-KC3T-YKTM	
phone case			E 20-25-20-40		13.49	0.00
			tation - Supplies / Dept./Office			
			<b>Invoice Total-</b>		<b>13.49</b>	
0968	32642	03	Dept. stickers		1T3K-11KN-K37L	
Dept. stickers			E 30-01-20-40		29.10	0.00
			Supplies / Dept./Office			
			<b>Invoice Total-</b>		<b>29.10</b>	
0968	32642	03	Heat registers		1TRD-KHT9-DP9H	
Heat registers			E 10-01-24-20		32.99	0.00
			Rep. & Maint / Building			
			<b>Invoice Total-</b>		<b>32.99</b>	
0968	32642	03	Laundry		13NH-6LWM-RCDQ	
Laundry			E 10-01-24-20		13.98	0.00
			Rep. & Maint / Building			
			<b>Invoice Total-</b>		<b>13.98</b>	
0968	32642	03	T-1 Camera		1PKW-QPHX-4VKK	
T-1 Camera			E 10-01-24-15		11.99	0.00
			Rep. & Maint / Vehicle			
			<b>Invoice Total-</b>		<b>11.99</b>	
0968	32642	03	Vacuum		1Y66-3LXX-46H6	
Vacuum			E 10-01-24-20		88.48	0.00
			Rep. & Maint / Building			
			<b>Invoice Total-</b>		<b>88.48</b>	
0968	32642	03	radio program		1HHL-3H3D-RW6P	
radio program			E 10-01-24-10		16.99	0.00
			Rep. & Maint / Equipment			
			<b>Invoice Total-</b>		<b>16.99</b>	
0968	32642	03	certificate holders		1R19-Y7WD-QPGY	
certificate holders			E 01-01-20-40		19.79	0.00
			Supplies / Dept./Office			
			<b>Invoice Total-</b>		<b>19.79</b>	
0968	32642	03	pens		13QC-M7RG-DJ3V	
pens			E 10-05-20-40		2.14	0.00
			Supplies / Dept./Office			
			<b>Invoice Total-</b>		<b>2.14</b>	
0968	32642	03	adapters		1FL3-TWT3-6VTN	
adapters			E 10-01-20-55		75.51	0.00
			Supplies / Fire Dept.			
			<b>Invoice Total-</b>		<b>75.51</b>	
0968	32642	03	radios		13GY-J7KX-VL9L	

## Warrant 88

Jrnl	Check	Month	Invoice Description	Reference	Amount	Encumbrance
Description			Account	Proj		
radios			E 10-01-05-02		120.27	0.00
			Service Fees / Communicatio			
			<b>Invoice Total-</b>		<b>120.27</b>	
0968	32642	03	dog rescue	1JXW-K7FV-KLVT		
dog rescue			E 10-01-20-55		55.91	0.00
			Supplies / Fire Dept.			
			<b>Invoice Total-</b>		<b>55.91</b>	
0968	32642	03	supplies	1C3F-TW1T-6HJJ		
supplies			E 10-01-20-55		234.92	0.00
			Supplies / Fire Dept.			
			<b>Invoice Total-</b>		<b>234.92</b>	
0968	32642	03	CSD easter	1PT4-CRRM-GCNY		
CSD easter			E 30-01-04-03		60.65	0.00
			Comm. Relati / Spec.Events			
			<b>Invoice Total-</b>		<b>60.65</b>	
			<b>Vendor Total-</b>		<b>885.02</b>	
<b>02888 AT&amp;T Mobility</b>						
0968	32643	03	PD phones	0466x02282024		
PD phones			E 10-05-05-02		511.10	0.00
			Service Fees / Communicatio			
			<b>Vendor Total-</b>		<b>511.10</b>	
<b>02556 CAI Technologies</b>						
0968	32644	03	March GIS contract	19185		
March GIS contract			E 01-03-10-05		2,653.75	0.00
			Contract Svc / GIS Mapping			
			<b>Vendor Total-</b>		<b>2,653.75</b>	
<b>00109 CENTRAL MAINE POWER</b>						
0968	32645	03	Street Lights	718001921925		
Street Lights			E 10-35-10-06		271.37	0.00
			Contract Svc / contract fee			
			<b>Invoice Total-</b>		<b>271.37</b>	
0968	32645	03	27 Dixon Rd	706002005251		
27 Dixon Rd			E 10-05-15-02		41.05	0.00
			Utilities / Electricity			
			<b>Invoice Total-</b>		<b>41.05</b>	
0968	32645	03	1323 State Rd	706002005241		
1323 State Rd			E 10-01-15-02		455.96	0.00
			Utilities / Electricity			
			<b>Invoice Total-</b>		<b>455.96</b>	
0968	32645	03	Old Rd	719001910833		
Old Rd			E 20-01-15-02		31.91	0.00
			Utilities / Electricity			
			<b>Invoice Total-</b>		<b>31.91</b>	
0968	32645	03	River Rd	721001877086		
River Rd			E 20-01-15-02		31.91	0.00
			Utilities / Electricity			
			<b>Invoice Total-</b>		<b>31.91</b>	
0968	32645	03	468 H L Dow Hwy	725001714102		
468 H L Dow Hwy			E 20-25-15-02		40.65	0.00
			tation - Utilities / Electricity			

## Warrant 88

Jrnl	Check	Month	Invoice Description	Reference	Amount	Encumbrance
Description	Account		Proj			
					<b>Invoice Total-</b>	<b>40.65</b>
0968	32645	03	Greenacres Rd	709001978787		
Greenacres Rd	E 20-01-15-02				31.91	0.00
	Utilities / Electricity					
					<b>Invoice Total-</b>	<b>31.91</b>
0968	32645	03	11 Dixon Rd	706002005252		
11 Dixon Rd	E 70-15-15-02				31.91	0.00
	Utilities / Electricity					
					<b>Invoice Total-</b>	<b>31.91</b>
					<b>Vendor Total-</b>	<b>936.67</b>
<b>00121 Cintas Corporation #758</b>						
0968	32646	03	3/1 uniforms	4185102058		
3/1 uniforms	E 20-01-03-15				363.98	0.00
	Employees / Uniforms					
					<b>Vendor Total-</b>	<b>363.98</b>
<b>02674 Cintas Fire 636525</b>						
0968	32647	03	Inpsection	0F95545897		
Inpsection	E 10-05-24-20				5,432.45	0.00
	Rep. & Maint / Building					
					<b>Vendor Total-</b>	<b>5,432.45</b>
<b>00131 COMCAST</b>						
0968	32648	03	PEG access	9964-22024		
PEG access	E 93-23-99-01				172.89	0.00
	Misc. / Misc.					
					<b>Invoice Total-</b>	<b>172.89</b>
0968	32648	03	csd phones	9613-32024		
csd phones	E 30-01-05-02				195.42	0.00
	Service Fees / Communicatio					
					<b>Invoice Total-</b>	<b>195.42</b>
					<b>Vendor Total-</b>	<b>368.31</b>
<b>01513 Consolidated Communications</b>						
0968	32649	03	pd phones	1321-32024		
pd phones	E 10-05-05-02				751.83	0.00
	Service Fees / Communicatio					
					<b>Invoice Total-</b>	<b>751.83</b>
0968	32649	03	FD communications	3698-32024		
FD communications	E 10-01-05-02				359.62	0.00
	Service Fees / Communicatio					
					<b>Invoice Total-</b>	<b>359.62</b>
					<b>Vendor Total-</b>	<b>1,111.45</b>
<b>02594 Delta Medical Supply Group</b>						
0968	32650	03	Gloves	146371		
Gloves	E 10-05-03-05				349.20	0.00
	Employees / Training					
					<b>Vendor Total-</b>	<b>349.20</b>
<b>01007 ELIOT SMALL ENGINE REPAIR, INC.</b>						
0968	32651	03	snowblower	043606		



## Warrant 88

Jrnl	Check	Month	Invoice Description	Reference	Amount	Encumbrance
Description			Account	Proj		
snowblower			E 20-05-24-10		55.80	0.00
			Rep. & Maint / Equipment			
			<b>Vendor Total-</b>		<b>55.80</b>	
<b>00816 Irving Oil</b>						
0968	32652	03	pd gas	35451694		
pd gas			E 10-05-20-15		1,238.98	0.00
			Supplies / Gasoline			
			<b>Vendor Total-</b>		<b>1,238.98</b>	
<b>02982 Kittery Ace Hardware</b>						
0968	32653	03	Bathroom repair	7063/1		
Bathroom repair			E 10-01-24-20		18.99	0.00
			Rep. & Maint / Building			
			<b>Vendor Total-</b>		<b>18.99</b>	
<b>01505 L &amp; M Heating</b>						
0968	32654	03	TS heat	1136		
TS heat			E 20-25-24-20		230.00	0.00
			tation - Rep. & Maint / Building			
			<b>Vendor Total-</b>		<b>230.00</b>	
<b>00000 Lindsay Jardine</b>						
0968	32655	03	Mileage reimbursement	32024		
Mileage reimbursement			E 30-01-03-06		183.54	0.00
			Employees / Mileage			
			<b>Vendor Total-</b>		<b>183.54</b>	
<b>00384 MAINE MUNICIPAL ASSOCIATION</b>						
0968	32656	03	Workers Comp insurance	61113		
Workers Comp insurance			E 01-01-03-09		22,478.80	0.00
			Employees / Work Comp			
			<b>Invoice Total-</b>		<b>22,478.80</b>	
0968	32656	03	Prop & Cas. policy	60142		
Prop & Cas. policy			E 01-01-30-05		36,843.00	0.00
			Insurance / Prop & Casua			
			<b>Invoice Total-</b>		<b>36,843.00</b>	
0968	32656	03	Annual Dues	1000457394		
Annual Dues			E 01-01-05-04		9,468.00	0.00
			Service Fees / Prof. Assoc.			
			<b>Invoice Total-</b>		<b>9,468.00</b>	
			<b>Vendor Total-</b>		<b>68,789.80</b>	
<b>00587 MAINE MUNICIPAL ASSOCIATION</b>						
0968	32657	03	Deductible	222P1313-0001		
Deductible			E 01-01-30-05		1,000.00	0.00
			Insurance / Prop & Casua			
			<b>Vendor Total-</b>		<b>1,000.00</b>	
<b>00458 NATIONAL WRECKER, INC.</b>						
0968	32658	03	tank 1 air leak	2019		
tank 1 air leak			E 10-01-24-15		1,091.25	0.00
			Rep. & Maint / Vehicle			
			<b>Vendor Total-</b>		<b>1,091.25</b>	
<b>02350 New England Kenworth</b>						

## Warrant 88

Jrnl	Check	Month	Invoice Description	Reference		
Description			Account	Proj	Amount	Encumbrance
0968	32659	03	Truck 13		CP545193	
Truck 13			E 20-01-24-15		379.67	0.00
			Rep. & Maint / Vehicle			
			<b>Vendor Total-</b>		<b>379.67</b>	
<b>02025 Organic Solutions, LLC</b>						
0968	32660	03	Feb composting		16290	
Feb composting			E 20-25-10-28		620.00	0.00
			tation - Contract Svc / Disposal			
			<b>Vendor Total-</b>		<b>620.00</b>	
<b>01244 P. GAGNON &amp; SON, INC.</b>						
0968	32661	03	FD Heat		8646	
FD Heat			E 10-01-15-01		829.42	0.00
			Utilities / Heating			
			<b>Invoice Total-</b>		<b>829.42</b>	
0968	32661	03	FD heat		6810	
FD heat			E 10-01-15-01		638.94	0.00
			Utilities / Heating			
			<b>Invoice Total-</b>		<b>638.94</b>	
0968	32661	03	pd heat		7884	
pd heat			E 10-05-15-01		537.13	0.00
			Utilities / Heating			
			<b>Invoice Total-</b>		<b>537.13</b>	
			<b>Vendor Total-</b>		<b>2,005.49</b>	
<b>00817 Pitney Bowes, Inc.</b>						
0968	32662	03	Stamp machine		3318792736	
Stamp machine			E 07-02-65-08		87.57	0.00
			Debt Service / Leases			
			<b>Vendor Total-</b>		<b>87.57</b>	
<b>00896 Quirk Ford of Belfast</b>						
0968	32663	03	2023 Dodge Ram 1500		9496	
2023 Dodge Ram 1500			E 90-06-99-01		40,446.00	0.00
			Misc. / Misc.			
			<b>Vendor Total-</b>		<b>40,446.00</b>	
<b>01956 RHR SMITH &amp; COMPANY</b>						
0968	32664	03	Audit progress		2024-0801	
Audit progress			E 01-01-10-01		400.00	0.00
			Contract Svc / Auditor			
			<b>Vendor Total-</b>		<b>400.00</b>	
<b>00619 S.A.D. # 35</b>						
0968	32665	03	Feb bus		240165	
Feb bus			E 31-02-55-06		302.97	0.00
			Prog. Exp. / Transport.			
			<b>Vendor Total-</b>		<b>302.97</b>	
<b>00870 Sara Jane Mertzic</b>						
0968	32666	03	Feb vacation activity		32024	
Feb vacation activity			E 31-02-55-02		75.00	0.00
			Prog. Exp. / Contracted			
			<b>Vendor Total-</b>		<b>75.00</b>	

## Warrant 88

Jrnl	Check	Month	Invoice Description	Reference		
Description	Account	Proj	Amount	Encumbrance		
<b>02607 Schwaab Inc.</b>						
0968	32667	03	ink, replace. cart, nw ap	4460871		
ink, replace. cart, nw ap	E 01-01-20-40		107.47	0.00		
	Supplies / Dept./Office					
			<b>Vendor Total-</b>	<b>107.47</b>		
<b>00626 SEACOAST BUSINESS MACHINES</b>						
0968	32668	03	toner	INV1210350		
toner	E 07-02-65-08		15.00	0.00		
	Debt Service / Leases					
			<b>Vendor Total-</b>	<b>15.00</b>		
<b>02064 Seacoast Printing</b>						
0968	32669	03	Bball shirts	7990		
Bball shirts	E 31-02-55-01		1,414.10	0.00		
	Prog. Exp. / Sup. & Mat.					
			<b>Invoice Total-</b>	<b>1,414.10</b>		
0968	32669	03	Bball medals	7991		
Bball medals	E 31-02-55-01		431.25	0.00		
	Prog. Exp. / Sup. & Mat.					
			<b>Invoice Total-</b>	<b>431.25</b>		
			<b>Vendor Total-</b>	<b>1,845.35</b>		
<b>02722 Sebago Technics, Inc</b>						
0968	32670	03	Leach Rd drainage review	202402213		
Leach Rd drainage review	E 20-30-10-41		496.25	0.00		
	Contract Svc / Engineering					
			<b>Vendor Total-</b>	<b>496.25</b>		
<b>00000 Sierra Pawnell</b>						
0968	32671	03	Mileage reimbursement	2/1-2/29		
Mileage reimbursement	E 01-01-03-06		15.01	0.00		
	Employees / Mileage					
			<b>Vendor Total-</b>	<b>15.01</b>		
<b>00002 Stellar Networks</b>						
0968	32672	03	New domain - rec	78489		
New domain - rec	E 01-01-13-02		30.00	0.00		
	Technology / Software					
			<b>Invoice Total-</b>	<b>30.00</b>		
0968	32672	03	CSD computers	78458		
CSD computers	E 01-01-13-03		219.87	0.00		
	Technology / Services					
			<b>Invoice Total-</b>	<b>219.87</b>		
			<b>Vendor Total-</b>	<b>249.87</b>		
<b>01853 Town Hall Streams, LLC</b>						
0968	32673	03	monthly streaming	15479		
monthly streaming	E 01-01-05-24		250.00	0.00		
	Service Fees / Video Stream					
			<b>Vendor Total-</b>	<b>250.00</b>		
<b>01753 Town of Kittery Sewer Department</b>						
0968	32674	03	ps 2 repair	1345575		

## Warrant 88

Jrnl	Check	Month	Invoice Description	Reference	Amount	Encumbrance
Description			Account	Proj		
ps 2 repair			E 70-10-24-10		835.00	0.00
			Rep. & Maint / Equipment			
			<b>Vendor Total-</b>		<b>835.00</b>	
<b>00725 TREASURER OF STATE</b>						
0968	32675	03	BMV report	2/15-2/22		
BMV report			G 01-2040-00		30,630.08	0.00
			DMV Regs			
			<b>Invoice Total-</b>		<b>30,630.08</b>	
0968	32675	03	BMV report	2/22-2/29		
BMV report			G 01-2040-00		12,091.41	0.00
			DMV Regs			
			<b>Invoice Total-</b>		<b>12,091.41</b>	
			<b>Vendor Total-</b>		<b>42,721.49</b>	
<b>02183 Uline, Inc</b>						
0968	32676	03	TS supplies	174685562		
TS supplies			E 20-25-20-40		226.16	0.00
			tation - Supplies / Dept./Office			
			<b>Vendor Total-</b>		<b>226.16</b>	
<b>01267 VERIZON/WIRELESS</b>						
0968	32677	03	Truck cells	9957193741		
Truck cells			E 10-01-05-02		68.56	0.00
			Service Fees / Communicatio			
			<b>Invoice Total-</b>		<b>68.56</b>	
0968	32677	03	Hwy Ipad	9957061399		
Hwy Ipad			E 20-01-05-02		40.01	0.00
			Service Fees / Communicatio			
			<b>Invoice Total-</b>		<b>40.01</b>	
			<b>Vendor Total-</b>		<b>108.57</b>	
<b>01368 VILLAGE MOTORS SERVICE CENTER</b>						
0968	32678	03	Vehicle maint.	64073		
Vehicle maint.			E 10-05-24-15		756.88	0.00
			Rep. & Maint / Vehicle			
			<b>Vendor Total-</b>		<b>756.88</b>	
<b>00906 W.B. MASON COMPANY, INC.</b>						
0968	32679	03	paper	244853395		
paper			E 20-25-20-40		53.49	0.00
			tation - Supplies / Dept./Office			
			<b>Vendor Total-</b>		<b>53.49</b>	
<b>02850 White Cap LP</b>						
0968	32680	03	cold patch	50025633753		
cold patch			E 20-01-20-32		305.90	0.00
			Supplies / Gravel Mater			
			<b>Vendor Total-</b>		<b>305.90</b>	
<b>00570 York County Registry of Deeds</b>						
0968	32681	03	Lien Discharge	03/2024		
Lien Discharge			E 01-02-05-20		57.00	0.00
			Service Fees / Tran/Liens			

Warrant 88

Jrnl	Check	Month	Invoice Description	Reference		
Description			Account	Proj	Amount	
					Encumbrance	
Lien Discharge			E 70-01-05-20		19.00	0.00
			Service Fees / Tran/Liens			
				<b>Vendor Total-</b>	<b>76.00</b>	
				<b>Prepaid Total-</b>	<b>0.00</b>	
				<b>Current Total-</b>	<b>177,599.43</b>	
				<b>EFT Total-</b>	<b>0.00</b>	
				<b>Warrant Total-</b>	<b>177,599.43</b>	

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

\_\_\_\_\_  
Lauren Dow

\_\_\_\_\_  
Bruce Cabot Trott

\_\_\_\_\_  
Richard Donhauser

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

\_\_\_\_\_  
William Widi