

**TOWN OF ARUNDEL, MAINE
BOARD OF SELECTMEN MEETING**

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**Monday December 28, 2020
Arundel Municipal Building
Meeting Room
7PM**

- I. Call to Order
- II. Approval of Agenda
- III. Public Forum – Public comment on non-agenda items
- IV. Approve Minutes of December 14, 2020
- V. Committee and Board Reports
- VI. Manager's Report
 - AV System
 - Meeting room Acoustics
 - Plumbing Issue/odor
- VII. Business
 - Renewable Energy Credit
 - Earned Paid Leave
 - Memorandum of Understanding
 - Renewable Application Liquor License Bandaloop

- XI. Other Business and Adjournment
 - Approval Payable Warrant
 - Adjournment

**TOWN OF ARUNDEL
BOARD OF SELECTMEN**

Monday December 14, 2020
Arundel Municipal Building
7 PM

Members present: Selectmen Tom Danylik, Phil Labbe, Dan Dubois, Velma Hayes, Jason Nedeau

Others: TM Trefethen, Jack Reetz, John Bell, Pam Drew, Sam & Joan Hull, Roger Taschereau, Mindee Goodrum, Bill Jewett.

Call to Order: Chairman Hayes called meeting to order @ 7:00 PM

PUBLIC HEARING OLD TOWN HALL: Chairman Hayes opened the Hearing at 7PM and explained some of the known conditions of the building, & comments made to the Town Manager via e-mail for the record. A record of the comments is being kept by the Town Manager who will place them in a report at a later date. Size of the Lot was asked (1 acre). Board has asked for the Manager to contact the Arundel Historical Society to obtain their official position if they wish to have the building. Board also asked the Manager to seek a written opinion from the Planner and Code Officer with regard to uses for the building. Hearing was closed at 7:11PM. More Hearings on this subject will be forthcoming.

Approval of Agenda: *MOTION Dubois second Danylik “approve agenda as amended” passed 5-0. (added a discussion on RSU 21 Finance Meeting by Chairman Hayes.*

Public Forum: Bill Jewett was in to discuss with the Board the importance of the town to look closely at the Marijuana Ordinance and to take steps necessary to protect neighbors from these types of operations in terms of smell, visitors, noise, etc... Town Manager will provide notice to the Planner of the concerns expressed.

Approval of Minutes: *MOTION Danylik second Dubois “approve minutes of November 23, 2020 as presented” passed 4-0-1(Nedeau Abstains).*

Committee & Board Report: Selectmen Hayes provided general information relative to financial matters of RSU #21. No action taken.

Managers Report:

- Earned Paid Leave: Manager working with the Town Attorney to modify the Personnel Policy to be in compliance with the new law which takes effect 1-1-21. Manager will provide a Policy change for approval at the meeting of December 28, 2020.
- Emergency Response Action Plan: Manager with the help of MMA is creating a Plan for the Arundel Municipal Building. Draft was distributed to Board. Final plan to follow. When training occurs it was suggested to include Police, Fire, and Rescue.
- FY 21/22 Budget Start-up: To begin in January 2021 with Zoom to be part of the package for our citizens and membership alike.
- Reimbursement Check from State: Check received from the State for the Truck and Ballot Box. Check was for \$137,961.00.
- Bids on Old Trucks: The town sold two 1986 Pick-ups to one sole bidder for the total price of \$150.00.
- Proctor Road Damage: The Board reviewed (pictures) of damage of the road caused by a logging contractor. Cost to repair \$3,170. Manager and the Board agreed that the cost for the repair is the responsibility of the contractor. Town will reach out to the contractor with regard to the position of the town.

Business:

- Kennebunk River Watershed Management Plan: Mindee Goodrum was present to provide the Board a reviewed of the Draft Plan and answer any questions they had. Final Plan when published will be delivered. Thoughts of our future involvement with regards to the river and its clean-up will be a topic for future board meetings.
- Renewable Energy Credit: Board still had questions with regard to the Energy Credit and is seeking additional answers before any formal action is contemplated.
- Possible Playground/Arundel Municipal Building: Recreation Department made a proposal to place a Playground on the Arundel Municipal Building Property. Questions on size, targeted age group, security, neighborhood concerns were expressed. Board wants a sketch plan and further discussion with the Recreation Director.
- Substance Use Disorder: The town has been ask to be part of a regional effort with Kennebunk-Kennebunkport spearheaded by the Kennebunk Police Chief and contribute funding for the effort. ***MOTION Danylik second Labbe "approve the distribution of \$500 from the miscellaneous account to support the Substance Use Disorder Initiative" passed 5-0***

Draft as of 12-16-20

Other Business and Adjournment: Board discussed the acoustics of the Meeting room and their disappointment. ***MOTION Nedeau second Dubois “approve account payable and payroll warrants as presented and reviewed” passed 5-0.***

ADJOURNMENT MOTION Dubois second Nedeau “to adjourn” passed 5-0 @ 8:27PM

Respectfully submitted,

Keith M. Trefethen
Town Manager

TOWN OF ARUNDEL

468 LIMERICK RD ARUNDEL MAINE 04046 (207) 985-4201 FAX (207) 985-7589

BUSINESS MEETING December 28, 2020

EXECUTIVE SUMMARY

BOS Members: The purpose of this summary presented is to give you some information over and above just the mentioning of the subject matter on the agenda. It is my hope that this information assists you in your decision making.

MANAGERS REPORT

- AV System: As we discovered at your last meeting we were without the Audio System as the new mixer for the system failed, another new mixer will be installed on Wednesday the 30th so again no Audio System for the meeting.
- Meeting Room Acoustics: At this writing have not seen the final cost for the additional acoustics for the meeting space.
- Plumbing/odor issue: The new building has been experiencing sewer smell periodically but on a more frequent basis as the building is being used. The General Contractor and Plumbing Subcontractor have been reviewing the system and with a camera have discovered a blockage in the system that has now been removed and the puncture of the vent system in one of the public bathrooms. It is the hope with the repairs this will take care of the smell issue.

BUSINESS

- Renewable Energy Credits: I have asked Naoto to attend your meeting so additional questions on the Credits and how they work can be asked of him. I continue to be of the opinion that the signing of the REC's and the dollar value proposed to be collected will not prohibit the town in the distribution of Net Metering Credits.
- Earned Paid Leave: I will present at the meeting for review and hopefully action changes in the Policy to address the changes in the statute.
- Memorandum of Understanding: Greater Portland Council of Governments is attempting to get York & Cumberland County Municipal Governments to enter into a Public Works Mutual Aid Compact. A review of the MOU does not obligate Arundel to any services if the Town decides otherwise. In viewing the MOU is generally symbolic in nature and indicates that we all will help each other if or when we can.
- Renewable Application Liquor License/Bandaloop: The restaurant has filled out the application for renewal and the facility has met the approval of the Code Enforcement Officer,

OTHER BUSINESS AND ADJOURNMENT

- (a) Account Payable & Payroll Warrants: Provided at Meeting for review.

Town Manager

From: naoto inoue [solarmarket@gmail.com]
Sent: Wednesday, December 16, 2020 10:20 AM
To: Town Manager
Subject: Re: Renewable Energy Credits

Keith

I will be happy to attend next meeting to explain the difference between REC and Net Metered credits.

They are two separate path and one does not affect the other.

SREC is driven but State by State RPS where utility must meet thro either their own investments in renewable or buy REC to meet certain percentage of power they sell be from renewables. This standard is to counter act Federal subsidies for coal, nuclear and natural gas. These State standards became law because of non action at the Federal level probably driven by lobbyists of energy. Up to this point solar industry had too little economic success to hire expensive lobbyists to speak on behalf of renewable. Sort of like non action at Federal level regarding cannabis and now at State and local level, people are making corrections.

SRECs exist as a result of a regulation known as the renewable portfolio standard (RPS). Renewable portfolio standards are state laws that require utilities to produce a specific percentage of their electricity from renewable resources. Nearly 30 states and Washington, D.C. have an RPS, and eight states have a renewable portfolio goal.

Net meter rules are regulated State by State which btw Maine was first State to pass in net meter rules for wind in late 70's. Net meter rules currently allows assignments of excess power in percentage to other accounts in the same utility district.

Solar bill LD1711 passed on 2019 allows up to 200 accounts on one system.

2. Limit on accounts. Up to 200 customers may participate in net energy billing with a shared interest in a distributed generation resource, except that the number of eligible customers or meters is limited to 10 for a shared interest in an eligible facility located in the service territory of an investor-owned transmission and distribution utility located in an area administered by the independent system administrator for northern Maine or any successor of the

independent system administrator for northern Maine unless the commission determines that the utility's billing system can accommodate more than 10 accounts or meters for the purpose of net energy billing.

With Regards

Naoto
207-251-6165
Solar Market

On Dec 16, 2020, at 6:40 AM, Town Manager <townmanager@arundelmaine.org> wrote:

Naoto:

Monday evening the Board of Selectmen took no action on the Sale & Purchase Agreement on the sale of the REC's. They believe by signing they would be prohibiting their ability to distribute excess power from the system to other municipal buildings essentially hindering the town's ability to use its power where they see fit, as they view the REC as the actual power and they would be giving this away to Knollwood Energy.

Perhaps I can get you to attend the next BOS meeting (Monday December 28th) so you can shed some light how signing the Agreement benefits the town.

Keith

Southern Maine Public Works Mutual Aid Compact
Memorandum of Understanding

The City/Town of _____ hereby agrees to join and participate in the Southern Maine Public Works Mutual Aid Compact (the "Compact") for the purpose of enabling the public works departments (or their local equivalent), acting through their individual community's emergency management authority, to request and provide assistance to other participating communities' public works departments on an "as needed, as able" basis, pursuant to the authority granted to local emergency management organizations by 37-B M.R.S.A. §784-A to call for and employ assistance for emergency management activities.

Member of the Compact hereto agree as follows:

Section 1. Definitions

The following terms shall be defined for the purposes of the Compact as follows:

- A. "Compact" – the Southern Maine Public Works Mutual Aid Compact
- B. "Requesting Party" – the municipality requesting aid from the Assisting Party.
- C. "Assisting Party" – the municipality furnishing aid to the Requesting Party.
- D. "Participating Municipality" – a city or town participating as a member of the Compact.
- E. "Authorized Representative" – an employee of a municipality authorized by that municipality to request, offer, or provide assistance under the terms of the Compact.
- F. "Work or Work-Related Period" – any period in which either the personnel and/or equipment of the Assisting Party are being used by the Requesting Party to provide assistance and for which the Requesting Party will reimburse the Assisting Party. This period is defined as beginning with the departure of any personnel and/or equipment of the Assisting Party from any point for the purpose of traveling to the location of the Requesting Party to provide assistance. It ends upon the return of all personnel and equipment of the Assisting Party, after providing the assistance requested, to their resident or regular place of work, whichever occurs first.

Section 2. Rights and Responsibilities

Each Participating Municipality shall, in the event of a disaster or other emergency, provide sufficient personnel, equipment, materials, and supplies, as reasonably available as determined by them, to fulfill their commitments to other Participating Municipalities and accomplish the purpose of the Compact. It is hereby understood and agreed that all personnel furnished pursuant to this joint undertaking shall be considered to be and remain employees of their respective municipalities for all purposes, and shall enjoy all privileges and immunities afforded them by law; further, that all equipment furnished pursuant to this joint undertaking shall remain the property of and be the sole responsibility of the Participating Municipality providing such equipment.

In the event of a severe or widespread emergency that results in the activation of local, county, or state emergency operations centers pursuant to the Maine First Responders State-Wide Mutual Aid Agreement, any request or deployment of resources shall take precedence over any request or provision of assistance under this Compact.

Section 3. Procedures

The following procedures shall be followed to request mutual aid from another municipality:

- A. The Requesting Party shall contact the authorized representative of one or more Participating Municipalities and provide them with the following information:
 1. A general description of the assistance requested;
 2. Identification of the part of the infrastructure system for which the assistance is needed and the type of work assistance needed;
 3. The amount and type of personnel, equipment, materials, and supplies needed and a reasonable estimate of the length of time they will be needed;
 4. The present weather conditions and the forecast for the next twenty-four hours or other conditions relevant to the request for assistance;
 5. A specific time and place for a representative of the Requesting Party to meet the personnel and equipment of the Assisting Party; and
 6. The recommended route between the Requesting and Assisting Parties' locations and the travel conditions along that route, based on the best information available.

- B. When contacted by a Requesting Party, the authorized representative of a Participating Municipality shall assess their municipality's situation to determine whether it is capable of providing assistance. If the authorized representative determines that the municipality is capable of and willing to provide assistance, they shall so notify the Requesting Party and provide reasonable estimates of the following:
 1. A complete description of the personnel, equipment, materials, and supplies to be furnished to the Requesting Party;
 2. The length of time the personnel, equipment, materials, and supplies will be available;
 3. The areas of experience and abilities of the personnel and the capability of the equipment to be furnished;
 4. The name of the person or persons to be designated as supervisory personnel; and
 5. The estimated time when the assistance provided will arrive at the location designated by the authorized representative of the Requesting Party.

- C. The assignment and supervision of personnel and equipment shall be agreed upon by both the Assisting Party and the Requesting Party at the onset of, or prior to, the assistance.

- D. The Assisting Party may, in its sole discretion, withdraw its assistance, in whole or in part, at any time after giving notice to the Requesting Party.

- E. The Requesting Party shall be responsible for providing food and housing for the personnel of the Assisting Party from the time of their arrival at the designated location to the time of their departure, if required.

- F. The Requesting Party shall be responsible for providing communications between the personnel of the Assisting Party and the Requesting Party.

- G. The Requesting Party shall complete a written agreement regarding the Assistance to be rendered, setting forth the terms agreed upon with the Assisting Party, and shall transmit the agreement by the quickest practical means to the Assisting Party for approval. The Assisting Party shall acknowledge the written agreement by executing and returning a copy to the Requesting Party by the quickest practical means and retaining a copy for its files.

Section 4. Reimbursable Expenses

The terms and conditions governing reimbursement for any assistance provided under this Compact shall be in accordance with the following provisions unless otherwise agreed upon by the Parties and specified in the written agreement executed in accordance with paragraph 3.G., above.

- A. Personnel – During the work-related period, the Assisting Party shall continue to pay its employees according to its then prevailing ordinances, rules, regulations, contracts, and collective bargaining agreements. The Requesting Party shall reimburse the Assisting Party for all direct and indirect payroll costs and expenses incurred during the work-related period, including, but not limited to, employee pensions and benefits, unless otherwise mutually agreed by the Parties.
- B. Equipment – The Assisting Party shall be reimbursed for the use of its equipment during the work-related period according to either a pre-established hourly rate or according to the actual fuel and oil replacement, labor costs, and other previously agreed expenses. The Assisting Party shall be responsible for providing equipment in safe and operable condition. In the event of any unforeseen breakdowns during operations while providing assistance, the Requesting Party shall reimburse the Assisting Party for damages or breakdowns that were incurred as a result.
- C. Materials and Supplies – The Assisting Party shall be reimbursed for all materials and supplies furnished by it and used or damaged during the work-related period unless such damage is caused by gross negligence, willful or wanton misconduct, intentional misuse, recklessness, or destruction by the Assisting Party's personnel. The Assisting Party's personnel shall use reasonable care under the circumstances of an event in the operation and control of all materials and supplies used by them during the work-related period. In the alternative, the involved Parties may agree that the Requesting Party will replace, with like kind and quality as determined by the Assisting Party, the materials and supplies used or damaged.
- D. Record Keeping – The Assisting Party shall maintain records and submit invoices for reimbursement by the Requesting Party using formats recommended by FEMA publications, if applicable.
- E. Payment – Unless otherwise mutually agreed in the written agreement executed in accordance with paragraph 3.G., above, or a subsequent written addendum to the agreement, the Assisting Party shall issue an itemized invoice to the Requesting Party for all reimbursable expenses not later than sixty (60) days following the work-related period; the Requesting Party shall pay the invoice in full not later than thirty (30) days following the billing date.

Section 5. Withdrawal from the Compact

Any Participating Municipality may withdraw from and cease its participation in the Compact at any time, with or without cause, with written notice from its authorized representative to the Greater Port-

land Council of Governments and the Cumberland County Emergency Management Agency, as identified in Section 6, below.

Section 6. Records of the Compact

Copies of executed memoranda of understanding of Participating Municipalities joining the Compact, requests for assistance, written agreements and any written addenda, final reports of assistance provided and costs reimbursed, and notices of withdrawal from and cessation of participation in the Compact shall be delivered to and maintained by the Greater Portland Council of Governments and the Cumberland County Emergency Management Agency.

GPCOG
Attn: Dir. of Municipal Collaboration
970 Baxter Boulevard, Suite 201
Portland, ME 04103

CCEMA
Attn: EMA Director
22 High Street
Windham, ME 04062

Participating Municipalities also should provide current listings of authorized personnel, as well as personnel, equipment, materials and supplies generally available, to be provided upon request.

Section 7. Effective Dates

This Compact shall become effective upon the receipt of executed memoranda of understanding by the Greater Portland Council of Governments and the Cumberland County Emergency Management Agency from at least two (2) Participating Municipalities. Memoranda of understanding shall remain in effect for one year from the date signed and shall renew automatically for successive one-year terms unless a Participating Municipality issues a notice of withdrawal. The Compact shall terminate when there are no longer at least two (2) Participating Municipalities.

Participating Municipality : _____
Dated : _____
By : _____
Its Duly Authorized : _____



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

Application for an On-Premises License

All Questions Must Be Answered Completely. Please print legibly.

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

Section I: Type of License, Status and Applicant Information

1. New license or renewal of existing license? New Renewal # CAR-2019-12177

If a renewal, please provide the following information:

Your current license expiration date: 11/11/2020

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

Food: 870702.⁰⁰ Beer, Wine or Spirits: 272,292.⁰⁰ Guest Rooms: ~~0~~

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

Malt Liquor (beer) Wine Spirits

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

- | | | |
|---|--|---|
| <input checked="" type="checkbox"/> Restaurant
(Class I, II, III, IV) | <input type="checkbox"/> Class A Restaurant/Lounge
(Class XI) | <input type="checkbox"/> Class A Lounge
(Class X) |
| <input type="checkbox"/> Hotel
(Class I, II, III, IV) | <input type="checkbox"/> Hotel – Food Optional
(Class I-A) | <input type="checkbox"/> Bed & Breakfast
(Class V) |
| <input type="checkbox"/> Golf Course with auxiliary and mobile cart options
(Class I, II, III, IV) | <input type="checkbox"/> Tavern
(Class IV) | |
| <input type="checkbox"/> Qualified Caterer | <input type="checkbox"/> Self-Sponsored Events (Qualified Caterers Only) | |

Other: _____

Refer to Section VI For Fee Schedule

4. If application is for a **new** license or the business is under new ownership, indicate starting date:

renewal

Section II: Licensee/Applicant(s) Information

Legal Business Entity Applicant Name (corporation, LLC): SBJC, LLC	Business Name (D/B/A): Bandaloop Restaurant
Individual or Sole Proprietor Applicant Name(s): W. Scott Lee	Physical Location: 1200 Portland Rd Arundel, ME 04046
Individual or Sole Proprietor Applicant Name(s): Bridget B Lee	Mailing address, if different:
Mailing address, if different from DBA address:	Email Address: bloopkport@yahoo.com
Telephone # Fax #: X 207 205 4994	Business Telephone # Fax #: 207 967-4994
Federal Tax Identification Number: 593781150	Maine Seller Certificate # or Sales Tax #: 1074962
Federal Basic Permit Number:	Website address: bandalooprestaurant.com

1. Business records are located at the following address:

1200 Portland Road Arundel ME 04046

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

Yes No If Yes, complete Attachment 1 at the end of this application

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

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

Name of Business	License Number	Complete Physical Address

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

Full Name	DOB	Place of Birth
W Scott Lee	8/7/1970	Atlanta GA
Bridget B Lee	10/7/1967	Wilmington DE

Residence address on all of the above for previous 5 years	
Name	Address:
Scott & Bridget Lew	5 Oak Grove Ln Kipport 04046
Name	Address:
Name	Address:
Name	Address:

5. Is the licensee/applicant(s) citizens of the United States? Yes No
6. Is the licensee/applicant(s) a resident of the State of Maine? Yes No
7. For a licensee/applicant who is a business entity as noted in Section II, does any officer, director, member, manager, shareholder or partner have in any way an interest, directly or indirectly, in their capacity in any other business entity which is a holder of a wholesaler license granted by the State of Maine?
- Yes No Not applicable – licensee/applicant(s) is a sole proprietor
8. Is the licensee/applicant(s) directly or indirectly giving aid or assistance in the form of money, property, credit, or financial assistance of any sort, to any person or business entity holding a liquor license granted by the State of Maine? Yes No
9. Will any law enforcement officer directly benefit financially from this license, if issued?
- Yes No
- If Yes, provide name of law enforcement officer and department where employed:
- _____
10. Has the licensee/applicant(s) ever been convicted of any violation of the liquor laws in Maine or any State of the United States? Yes No

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

Name: _____ Date of Conviction: _____

Offense: _____ Location: _____

Disposition: _____

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

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

Name: _____ Date of Conviction: _____

Offense: _____ Location: _____

Disposition: _____

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

13. Does the licensee/applicant(s) own the premises? Yes No

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

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

15. Do you permit dancing or entertainment on the licensed premises? Yes No

If yes, please check that you have received authorization from the municipality in which you are doing business to conduct this type activity.

The licensee/applicant affirms that permission has been granted by the municipality for dancing or other allowed entertainment at this place of business.

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

restaurant space including bar room, table service and takeout option

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

Name: _____

Distance: _____

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

§653. Hearings; bureau review; appeal

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

A. The bureau shall prepare and supply application forms.

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

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

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

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

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

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

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

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

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

E. A violation of any provision of this Title;

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

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

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

A. Repealed

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

4. Repealed

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

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

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

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

Section VI: Fee Schedule

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

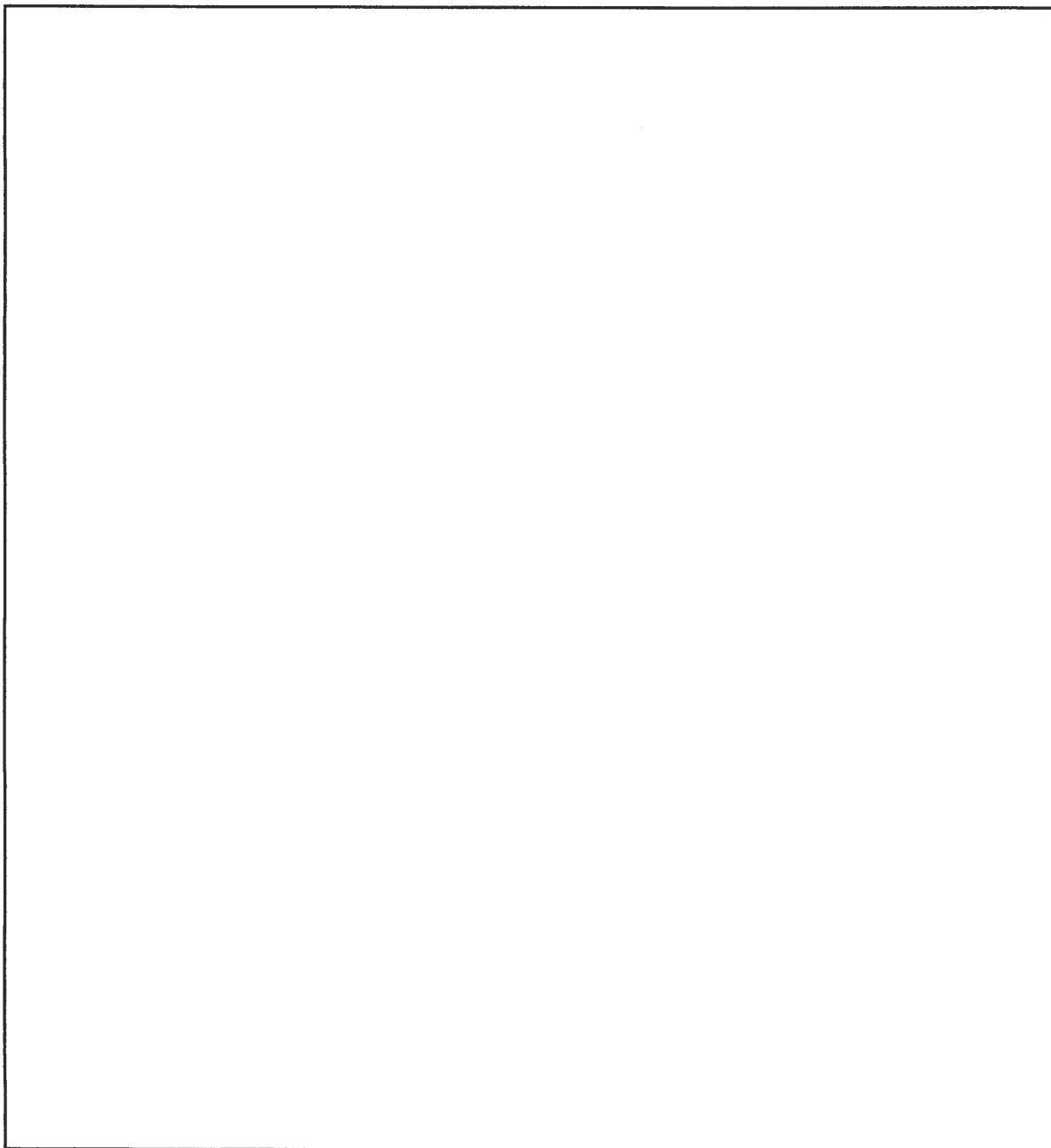
Please note: For Licensees/Applicants in unorganized territories in Maine, the \$10.00 filing fee must be paid directly to County Treasurer. All applications received by the Bureau from licensees/applicants in unorganized territories must submit proof of payment was made to the County Treasurer together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

Class of License	Type of liquor/Establishments included	Fee
Class I	For the sale of liquor (malt liquor, wine and spirits) This class includes: Airlines; Civic Auditoriums; Class A Restaurants; Clubs with catering privileges; Dining Cars; Golf Courses; Hotels; Indoor Ice-Skating Clubs; Indoor Tennis Clubs; Vessels; Qualified Caterers	\$ 900.00
Class I-A	For the sale of liquor (malt liquor, wine and spirits) This class includes only hotels that do not serve three meals a day.	\$1,100.00
Class II	For the Sale of Spirits Only This class includes: Airlines; Civic Auditoriums; Class A Restaurants; Clubs with catering privileges; Dining Cars; Golf Courses; Hotels; Indoor Ice-Skating Clubs; Indoor Tennis Clubs; and Vessels.	\$ 550.00
Class III	For the Sale of Wine Only This class includes: Airlines; Civic Auditoriums; Class A Restaurants; Clubs with catering privileges; Dining Cars; Golf Courses; Hotels; Indoor Ice-Skating Clubs; Indoor Tennis Clubs; Restaurants; Vessels; Pool Halls; and Bed and Breakfasts.	\$ 220.00
Class IV	For the Sale of Malt Liquor Only This class includes: Airlines; Civic Auditoriums; Class A Restaurants; Clubs with catering privileges; Dining Cars; Golf Courses; Hotels; Indoor Ice-Skating Clubs; Indoor Tennis Clubs; Restaurants; Taverns; Pool Halls; and Bed and Breakfasts.	\$ 220.00
Class III and IV	For the Sale of Malt Liquor and Wine Only This class includes: Airlines; Civic Auditoriums; Class A Restaurants; Clubs with catering privileges; Dining Cars; Golf Courses; Hotels; Indoor Ice-Skating Clubs; Indoor Tennis Clubs; Restaurants; Vessels; Pool Halls; and Bed and Breakfasts.	\$ 440.00
Class V	For the sale of liquor (malt liquor, wine and spirits) This class includes only a Club without catering privileges.	\$ 495.00
Class X	For the sale of liquor (malt liquor, wine and spirits) This class includes only a Class A Lounge	\$2,200.00
Class XI	For the sale of liquor (malt liquor, wine and spirits) This class includes only a Restaurant Lounge	\$1,500.00
Self-Sponsored Events	This class is for Qualified Caterers Only	\$ 700.00

Section VII Premises Floor Plan

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

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



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

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

All Questions Must Be Answered Completely. Please print legibly.

1. Exact legal name: SBJC, LLC
2. Doing Business As, if any: Bandaloop
3. Date of filing with Secretary of State: 2/04 State in which you are formed: Maine
4. If not a Maine business entity, date on which you were authorized to transact business in the State of Maine:

5. List the name and addresses for previous 5 years, birth dates, titles of officers, directors, managers, members or partners and the percentage ownership any person listed: (attached additional pages as needed)

Name	Address (5 Years)	Date of Birth	Title	Percentage of Ownership
W Scott Lee	Soak Grove Ln	8/7/1970	owner	50
Bridget Lee	Kennebunkport 04846	10/7/1969	Owner	50

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

Town of Arundel

468 Limerick Road, Arundel, ME 04046 Tel: (207) 985-4201 Fax: (207) 985-7589

Date: December 21, 2020

Name: Bandaloop Restaurant

Business: Restaurant

Address: 1200 Portland Rd

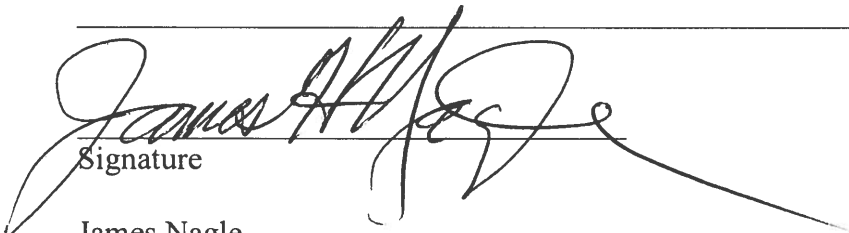
Location: 1200 Portland Rd

I have reviewed the following application for:

Liquor Liability that sells malt Liquor, Wine & Spirits

and APPROVE / DENY the application

Reason(s) for denial: _____



Signature

James Nagle
Arundel CEO