



Town of Damariscotta Select Board Meeting

June 4, 2025

Town Office

21 School St

5:30 PM

Join Virtually

Meeting: <https://us02web.zoom.us/j/87460382770>

AGENDA

- 1. Pledge of Allegiance**
- 2. Call Select Board Meeting to Order**
- 3. Minutes**
 - i. May 21, 2025
- 4. Financial Reports**
 - i. Payroll Warrants #___
 - ii. Accounts Payable Warrants #___
- 5. Citizen Comments and General Correspondence**
 - i. Cemetery Maintenance
- 6. Town Manager's Report**
- 7. Official Action Items**
 - i. On-Premise Liquor License Renewal: Barn Door Baking Co
 - ii. Qualified Catering Permit: NCS LLC
 - iii. Entertainment License: Oysterhead Pizza
 - iv. Midcoast Humane Society Shelter Agreement
 - v. Surplus Equipment: Accept Float Bid Results
 - vi. Efficiency Maine EV Grant
- 8. Select Board's Discussion Items**
 - i. FY 23 Financial Audit
- 9. Adjournment**



Town of Damariscotta Select Board Meeting

May 21, 2025

Damariscotta Fire Station
27 Massasoit Dr
5:30 PM

Join Virtually

Meeting: <https://us02web.zoom.us/j/87460382770>

MINUTES

Attendance: Select Board: Daryl Fraser, Tom Anderson, Andrea Keushguerian, Dan Hunter

Absent: Josh Pinkham

Other: Andrew Dorr, Town Manager; Micheal Martone, Town Planner; John Roberts, Fire Chief, Nora Conlyn, LCN

I. Pledge of Allegiance

II. Call Select Board Meeting to Order

Fraser called the meeting to order at 5:32. He thanked the fire house for hosting the meeting.

1. Public Forum/Workshop

i. Ladder Truck Inspection and Replacement Presentation

Chief Roberts did a powerpoint presentation on Ladder Truck 4. Highlights include a full description of the “Quint”, which is named this due to its multifunctionality. It contains a pumper, water tank, hoses, 100 ft extension ladder and has aerial capabilities. Purchased in 2006, it holds 500 gallons of water and can spray at 2000 gallons per minute. It also holds several additional ladders. Roberts went on to describe how its use is the safest way to do above ground service. (Roof fires, chimney fires) It is also extremely useful in areas like Downtown where buildings are close together and ambers can spread quickly. The Fire Station has had a truck replacement plan in place, however, due to rising costs of replacing equipment, now over a 60% rise in costs. Roberts and his committee propose, that because Engine #1 and Ladder #4 are only one year apart, Engine 1 would not be replaced and a new ladder truck would be acquired. Costs range from 1.76-1.86 million dollars. It will take 30-40 months for delivery, making Ladder 4 25 years old upon delivery of the new one. The committee developed detailed specifications and a best value scoring criteria. (Part of Board packet)

There was a brief recess for members to go outside for a demonstration of the ladder truck capabilities.

2. Minutes

- i. May 7, 2025

Motion by Anderson to approve the minutes of 5/7/25.

Second by Keushguerian

Vote: 4/0/0

3. Financial Reports

- i. Payroll Warrants #___

Motion by Fraser to approve payroll warrant #53.

Second by Anderson

Vote: 4/0/0

- ii. Accounts Payable Warrants #___

Motion by Fraser to approve accounts payable warrant #54.

Second by Hunter

Vote:4/0/0

4. Citizen Comments and General Correspondence

- i. Coalition Against Bigger Trucks

Fraser remarked that Federal and State regulations stated 6 axles could be 100,000 lbs gross weight, so wasn't sure exactly what this coalition was looking for. Dorr thought it was just for support.

5. Town Manager's Report

Dorr presented a written report to the Board. Highlights include progress on the new webpage scheduled to go live May 29th. Crosswalks and other striping should happen tonight (5/21/25). The Miles St project is pretty much wrapped up. Some asphalt has been laid on Keene Woods. There will be some ditching and shoulder work completed before the final coat is done. The parking lot is pretty well done. Basin filters still need to be installed and the effectiveness of the check valves still need to be monitored. Hunt mentioned that the meeting noted as June 21 for the Select Board should really be the 18th. Dorr also shared that the Belvedere Rd closure is likely to begin May 29th. Route 1 will be

alternating lane traffic with a light through November. He will update folks and the website as information is available. He also reminded the Board about the three bids currently out now. one for LED lighting upgrades for the fire house and Town office building, another for Insulation installation at the fire house and the third, a roof replacement at the fire station. All bids are due June 11 by 4:00 p.m.

6. Official Action Items

i. Approve RFP: Ladder Truck

Anderson commented: "it looked like it would be an excellent truck and the work was extremely thorough".

Motion by Hunter to approve the RFP for the Ladder Truck as presented.

Second by Anderson

Vote: 4/0/0

ii. Approve Donation: Fire Dept Equipment Reserve (*Tentative*)

The Chief described the need for a replacement commercial laundry machine for the fire gear. He had received several bids ranging between \$6000 and \$25,000. A grant for \$5000 will be used to pay for a portion of the machine. The machine selected is approximately \$8000.

Motion by Fraser to authorize up to \$9000 out of the Fire Department Reserve to purchase the gear extractor as presented.

Second by Hunter

Vote:4/0/0

Grant funds will be deposited back into the reserve account.

iii. Accept Donation: Police Department Reserve

Chief Warlick submitted a request to purchase 4 Range Trauma Aid Kits which would be used for life saving measures. One for each patrol car and one for the department. Kits will cost approximately \$458 each.

Motion by Fraser to authorize \$2000 from the police reserve account to purchase trauma kits.

Second by Anderson

Vote: 4/0/0

iv. Qualified Catering Permit: NCS LLC

Motion by Fraser to approve the Qualified Catering Permit for a one time event at the YMCA.

Second by Anderson

Vote: 4/0/0

v. Public Works Committee Appointment

Motion by Hunter to appoint Daryl Fraser and Andrea Keushguerian to serve on the Damariscotta-Newcastle public works working group.

Second by Anderson

Vote: 4/0/0

vi. Midcoast Council of Governments Agreement (added to the agenda)

Dorr presented an agreement for Administrative, Planning and Technical Services from the Midcoast Council of Governments(MCOG) for the Boards consideration. The intent is to provide site planning assistance to reduce the burden of the Planner.

Martone shared how long a process it is to review site plans and subdivisions in addition to completing ordinance reviews. MCOG has the capacity to provide assistance for initial reviews which would allow Martone to shift his focus to cleaning up the current ordinances. Dorr added that there were funds in the current planning budget to pay the up to \$16,000 fee that would cover hourly services provided.

Hunter asked if there was currently a back log? Martone answered not really but that recent projects, such as the Bangor Bank, the subdivision and some enforcement issues take a lot of time and he hasn't been able to spend much time reviewing current ordinances, as a result.

Anderson wanted clarification that the maximum dollars would be \$16,000 and if there were no more projects, once the process became more efficient, that the assistant would be let go. Dorr and Martone confirmed.

Motion by Fraser to authorize the Town Manager to sign the agreement between Damariscotta and MCOG as presented.

Second by Anderson

Vote: 4/0/0

7. Select Board's Discussion Items

None

8. Executive Session 1 MRS §405(6)(F): Philbrook Fund Application Review

Motion by Fraser to move into executive session per **1MRS §405(6)(F)** at 7:10 p.m.
Second by Anderson
Vote: 4/0/0

Motion by Fraser to go back to open session.
Second by Keushguerian
Vote: 4/0/0

9. Possible Action: Philbrook Fund Allocation
No action

III. Adjournment

Motion by Fraser to adjourn
Second by Anderson
Vote: 4/0/0



Town Manager's Report

May 31, 2025

Department Updates

- Administration
 - New Domain - The new website was launched on May 29th and you may notice that it directs you to a new web domain, damariscotta.maine.gov. Town emails will be transitioning as well, but that will be another week or two so we can prepare internally for that. There is an update going out to the community next week that will also include a reminder/notice of the Town Meeting.
 - Staff are utilizing their vacation time as we approach the end of the fiscal year. We do not anticipate any impacts on the hours of operations, but will notice the public if that is an issue.
 - Megan, the MCSPC intern, started her work this past week. Following a couple days of orientation, Megan was at the office on Thursday and worked remote Friday. She will be helping draft the Business Licensing Ordinance and is interested in assisting with the board's strategic plan, creating a community resource database that can be used to correlate with the comprehensive plan, and if time allows, she'll be looking into the benefits of a Downtown TIF District and the requirements of becoming a Tree City.
 - FY 23 Financial Audit is finally wrapping up. This delay was caused by a delay in receiving the school's audit as a summary of those activities must be reflected in our report. This is much later than normal and FY 24 has not been started in earnest, but will shortly. We are hopeful that they'll be able to catch up and deliver the FY 24 and FY 25 reports before the town meeting in June of 2026.
- Planning
 - A meeting with LCRPC staff on Friday was helpful to bring back into focus some of the many projects we have in the works:
 - DECD Housing Opportunity Grant (Dama/Newc)
 - ARPA Housing Assessment Grant
 - LCRCP DECD Utility Assessment Grant (one of a few towns included)
 - Community Action Grant
 - Current RFPs - Insulation and LED Lighting

- Future CAG - HVAC Upgrade
 - Comprehensive Plan Implementation
 - PPI (Bus Rt 1)
 - Strategic Plan for Select Board

County staff are assisting in some capacity on many of these projects and we are grateful for their continued support.

- Police
 - Chief Warlick has hired a patrol officer filling the vacancy we had following Phil's retirement. The officer will be attending their 100-hr course training starting June 2 and will attend for two weeks. Once completed, he will begin his FTO program and will attend the academy in January if all goes well.
- Fire
 - Chief Roberts had suggested applying for an MMA Safety Grant to purchase new traffic control equipment as the other cones and such were aging. After talking with the Highway and Police Departments, we submitted a request and were awarded up to \$3,000 to purchase HiViz safety gear/equipment and traffic control equipment. The grant is a reimbursement program and the items to be purchased are typically in our budgets each year, but this will allow us to get a head on some of the old equipment.
 - Ladder Truck, Roof Replacement, Insulation, and LED Upgrade RFPs are all out at the moment. The ladder truck responses are due July 27 while the rest of the RFPs are due by June 11.
- Public Works
 - Mason Woodman will start work for the Town on June 2nd as our new laborer/driver. This will bring Public Works back to full staff as we look at our summer work plan.
 - With the additional laborer and Jon completing most of the spring work, we should be able to focus on the park benches over the next two weeks.

Capital Project Updates

- **Miles Street** - Lamp posts and electrical work are the main items to be completed on Miles St. There are a couple punch list items as well like altering the checkdams, but all-in-all, the work was done well and with great cooperation and communication. You'll see the payment request on this week's warrant, likely in two checks so we can withhold until the remaining items are complete.
- **Keene Woods** - The base course of asphalt is complete and crews are working on ditching and driveways before applying the final surface course.
- **Chapman St Drainage** - Our attorney has been reviewing old property plans and deeds to determine if she could create the necessary drainage easements without requiring a full survey. She is recommending that we strongly consider the full survey as the drainage system crosses multiple parcels and runs over 900'. The project will require DEP permitting and we will look to work with a consultant that could ideally complete the survey work and permitting process. Once I get some pricing information I will share with the board and look for authorization to proceed if it is beyond what I am able to approve.

Upcoming Meetings

- Monday, June 2 @ 6:00 PM - Planning Board [Town Office]
- Wednesday, June 4 @ 5:30 PM - Select Board Meetings [Town Office]
- Thursday, June 5 @ 10:00 AM - Cemetery Trustees [Virtual]
- Tuesday, June 10 @ 8:00 AM - 8:00 PM - Annual Town Meeting Referendum [Town Office]
- Wednesday, June 11 @ 6:00 PM - ANNUAL TOWN MEETING Open Floor Meeting [Skidompha Library]
- Wednesday, June 25 @ 5:30 PM - Select Board Meeting [Town Office]



Application Copy

File Number: 72207

Job Type: Renewal Application

LICENSE #

RES-23-107472

APPLICATION DATE RECEIVED

2025-05-15

LICENSE TYPE

On-Premises: Beer & Wine

LICENSEE

BARN DOOR BAKING COMPANY
LLC

AGENT NAME

EFFECTIVE DATE

2024-06-15

EXPIRES

2025-06-14

STATUS

Active

PREMISES NAME

BARN DOOR BREAKFAST

NEW SECONDARY LICENSE(S)

None selected

PREMISES NAME

BARN DOOR BREAKFAST

PREMISES TYPE

Restaurant (not Class A)

OPERATOR

BARN DOOR BAKING COMPANY
LLC

PHYSICAL ADDRESS

212 MAIN ST DAMARISCOTTA ME 04543

MAILING ADDRESS

212 MAIN ST DAMARISCOTTA ME 04543

CONTACT NAME
ANDREA LECK

PREFERRED CONTACT METHOD

Email

CONTACT PHONE
(207) 563-3667

ALTERNATE PHONE

FAX

EMAIL

BARNDOORBAKING@GMAIL.CO
M

QUESTIONS

On-Premises: Beer & Wine

1. Is your business (including any DBA) registered and in good standing with the Maine Secretary of State?

Answer "No" if you are a Sole Proprietor.

Yes

20171877DC

2. Does the licensee or applicant(s) have any interest in any other Maine Liquor License?

No

3. Is the applicant/licensee an individual, partnership, or association?

No

4. Are all licensees/applicants residents of the State of Maine?

Yes

5. Is your license for a club with a membership?

No

6. Is your license application for Vessel Corporation?

No

7. Do you have a valid and current health license issued by Maine Department of Health and Human Services OR the Department of Agriculture?
Yes
(document uploaded)
8. Do you allow dancing or entertainment on the licensed premises?
If so, You need to have a a license from the Maine State Fire Marshal.
See <https://www.maine.gov/dps/fmo/plans-review/applications> for more information.
No
9. Will any law enforcement officer directly benefit financially from this license, if issued?
No
- 10 Is the licensee or applicant for a license receiving, directly or indirectly, any money, credit, thing of value, endorsement of commercial paper, guarantee of credit or financial assistance of any sort from any person or entity within or without the State, if the person or entity is engaged, directly or indirectly, in the manufacture, distribution, wholesale sale, storage or transportation of liquor.
No
- 11 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?
No
- 12 Do you have a manager employed?
No
- 13 Has any of the listed applicants, an immediate family member of an applicant, or an employed manager been denied a liquor license or had a liquor license revoked within the last 5 years?
No

14 Is any of the listed applicants the spouse, father, mother, child or other immediate family member of a person whose liquor license has been revoked or denied in the last 6 months?

No

15 Has any licensee/applicant or employed manager ever been convicted of any violation of the liquor laws in Maine or any State of the United States within the last 5 years?

No

16 Has the licensee/applicant(s) or manager ever been convicted of any violation of any law, other than minor traffic violations, in Maine or any State of the United States?

No

17 Does the licensee/applicant(s) own the premises?

Yes

18 At which address are your business records located?

212 Main St
Damariscotta, ME 04543

19 What will be your business hours? Please indicate each day's open and close times.

Sun 7am-2pm
Mon 7am-2pm
Tues closed
Wed closed
Thu 7am-2pm
Fri 7am-2pm
Sat 7am-2pm

20 Please provide the name and distance from the premises to the nearest school, school dormitory and place of place of worship, measured from the main entrance of the premises to the main entrance of the school, school dormitory and place of worship by the ordinary course of travel.

Lincoln Academy 1 mile
Baptist church 1000 ft

21 Is your application for a Hotel or Bed & Breakfast?

No

22 What is the gross food income for the licensure period that will end on the expiration date?

\$400,000

23 What is the gross income from beer, wine, and spirits for the licensing period ending on the expiration date?

\$8000

24 Do you have a food menu?

Yes
(document uploaded)

DOCUMENTS

TYPE	FILE NAME	DESCRIPTION
Premises Floor Plan	sunnyside floorplan.jpg	floorplan
Food Menu	1.jpg	restaurant menu 2
Food Menu	2.jpg	restaurant menu 1
Maine Health or Agriculture License	Untitled.jpg	License email confirmation, waiting for physical copy
Corporate Supplemental Form	102 Supplemental Ownership Form and Affidavit-2.pdf	

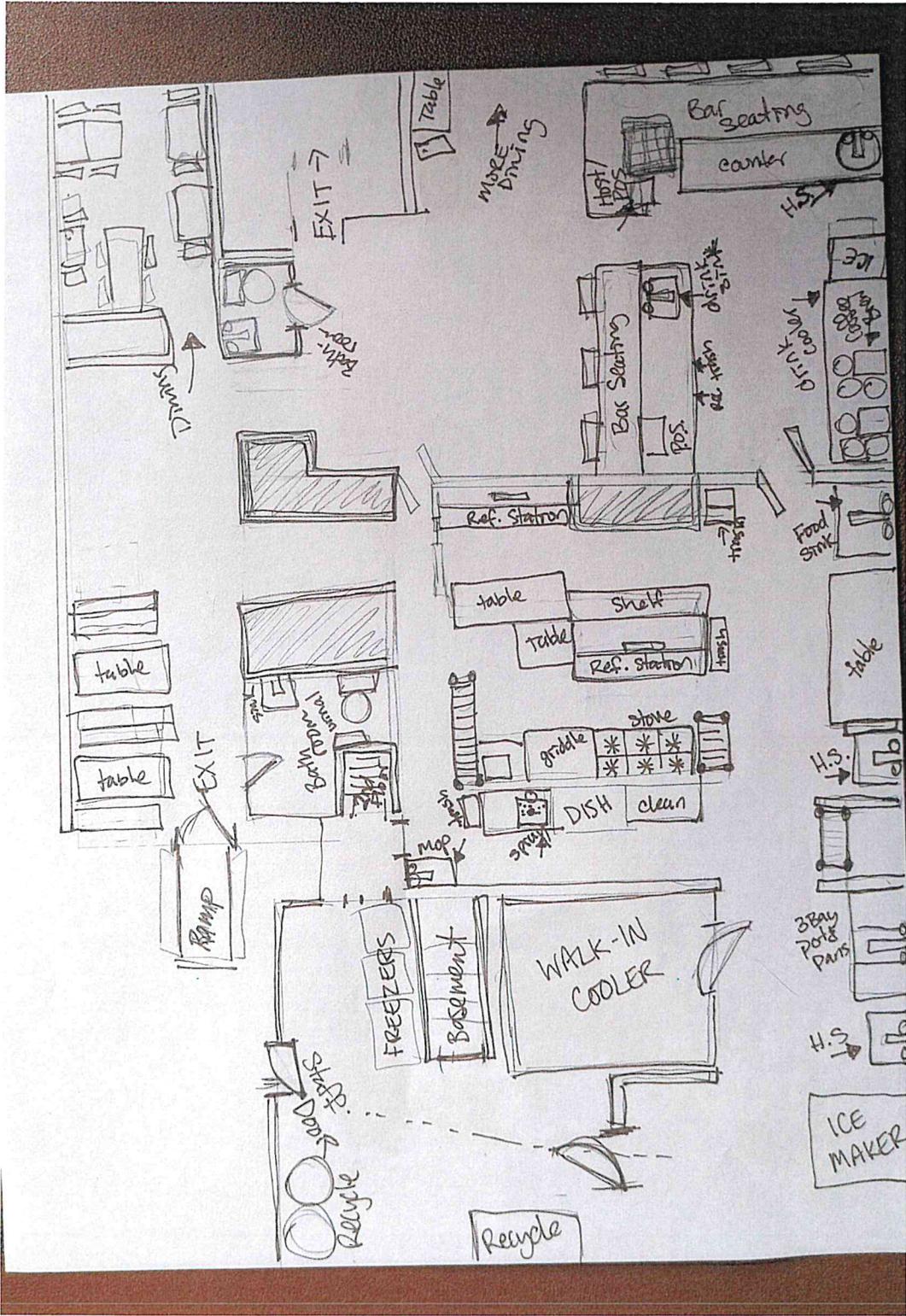
APPLICANT

BARN DOOR BAKING
COMPANY LLC

DECLARATION

- I certify that I am the applicant as described in this application, or that I am duly authorized to submit this application on the applicant's behalf.

All information provided in this application is accurate and correct. I understand that false statements made on this application are punishable by law. Knowingly supplying false information on this application is a Class D Offense under Maine's Criminal Code, punishable by confinement of up to one year, or by monetary fine of up to \$2,000 or by both.





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

Supplemental Ownership Form

28-A M.R.S. §651

All Questions Must Be Answered Completely.

1. Company or sole proprietor legal name: Barn Door Baking Co. LLC	2. Date of incorporation/registration: 10/02/2016	3. State of incorporation: ME
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List the following information for officers, directors, owners equal to or over 10%, and persons with indirect financial interest in the applicant.

Name	Date of Birth	Phone or E-mail	Address	Title	Ownership Stake (%)
Andrea Leck	04/22/84	510-326-0964	212 Main St Damariscotta, ME 04543	Owner	51%
Crystal Berg	05/05/84	207-319-2560	88 Keene Neck Rd Bremer, ME 04553	Owner	49%

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

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

Dated: _____

Who is approving this application? Municipal Officers of _____

County Commissioners of _____ County

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

Signature of Officials	Printed Name and Title

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

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

§653. Hearings; bureau review; appeal

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

A. The bureau shall prepare and supply application forms.

Damariscotta Police Department
Chief Jason Warlick



21 School Street
Damariscotta, Maine 04543
(207)563-1909 (207) 563-3200 fax (207) 563-8986
email: jwarlick@damariscottame.com

TOGETHER WE MAKE A DIFFERENCE

May 16, 2025

Board of Selectman
Town of Damariscotta
21 School Street
Damariscotta, Maine 04543

Re: Barn Door Baking Company

To the Board of Selectman:

As requested, I had my staff research our records for any police complaints or contacts involving the Barn Door Baking Company and the address of 212 Main St., Damariscotta for the time of May 1, 2024 through May 1, 2025

In a period of one year this department has responded to that location as follows (See Attached Information):

1 Mental Health
1 Found/Lost property

To our knowledge, this call did not involve the serving of alcohol at Barn Door Baking Company or 212 Main St.

Please do not hesitate to contact me if you have further concerns or questions regarding this information.

Sincerely,

A handwritten signature in black ink, appearing to be "J. Warlick", written in a cursive style. The signature is positioned above the printed name and title.

Chief Jason Warlick
Damariscotta Police Department

Lincoln County Sheriff's Office

Site Analysis

05/01/2024 to 05/01/2025 (0000 - 2359 only)

Jurisdiction: Damariscotta (200)

Site(s) : 401

BARN DOOR BAKING CO.

Reason
MENTAL HEALTH (PD'S ONLY)
FOUND/LOST PROPERTY

Sub Total >

Totals >

<u>Reason</u>	<u>Calls</u>	<u>Unfounded</u>	<u>Incidents</u>	<u>Accidents</u>	<u>Arrests</u>	<u>Interviews</u>	<u>EMS</u>	<u>Fire</u>
MENTAL HEALTH (PD'S ONLY)	1	0	0	0	0	0	0	0
FOUND/LOST PROPERTY	1	0	1	0	0	0	0	0
Sub Total >	2	0	1	0	0	0	0	0
Totals >	2	0	1	0	0	0	0	0



Application Copy

File Number: 71169

Job Type: New Application

LICENSE TYPE / EVENT TYPE

Qualified Catering Permit
Special Event

APPLICATION DATE RECEIVED

2025-05-12

LICENSEE

NCS LLC

LICENSEE TYPE

Corporation

PARENT LICENSE(S)

LICENSE

License QCS-13-102179 (Active) - On-Premises: Beer, Wine & Spirits
SEACOAST CATERING & LOBSTER BAKES (NCS LLC)

MANAGED BY AGENT

No

LOCATION

CLC YMCA

EVENT DATE(S)

August 16, 2025

NUMBER OF EVENT DAYS

1

EVENT HOURS OF OPERATION

5:00 pm to 7:00 PM

EVENT CONTACT INFORMATION

Georgia Ahlers
207-563-9622

EVENT ADDRESS

525 Main Street Damariscotta ME 04543

Municipality

Damariscotta

County

Lincoln

QUESTIONS

Qualified Catering Permit

1. Do you allow dancing or entertainment on the licensed premises?
If so, You need to have a a license from the Maine State Fire Marshal.
See <https://www.maine.gov/dps/fmo/plans-review/applications> for more information.

No

2. What is the purpose of the event?

Fund raiser

3. Is the event open to the public?

Yes

4. Will the event be outdoors?

No

5. How many people are expected at the event?

75

6. Please provide the following details about the person or entity requesting your contracted services.

Entity Name if business or non-profit:

Contact Name:

Address:

Town/City:

State:

Zip Code:

Telephone Number:

Email address:

Georgia Ahlers

525 Main Street

Damariscotta Maine 04543

207-563-9622

Gahlers@clcymca.org

DOCUMENTS

TYPE**FILE NAME****DESCRIPTION**Event Area Description and
Diagram

image.jpg

Beverage Station in front of
kitchen in the lobby**APPLICANT**

Lurie Palino

DECLARATION

- I certify that I am the applicant as described in this application, or that I am duly authorized to submit this application on the applicant's behalf.

All information provided in this application is accurate and correct. I understand that false statements made on this application are punishable by law. Knowingly supplying false information on this application is a Class D Offense under Maine's Criminal Code, punishable by confinement of up to one year, or by monetary fine of up to \$2,000 or by both.

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

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

Dated: May 21, 2025

Who is approving this application? Municipal Officers of Ramanscott

County Commissioners of _____ County



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

Signature of Officials	Printed Name and Title

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

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

§653. Hearings; bureau review; appeal

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

A. The bureau shall prepare and supply application forms.

TOWN OF DAMARISCOTTA

INITIAL APPLICATION FOR ENTERTAINMENT/SPECIAL AMUSEMENT PERMIT

Under M.R.S.A. Title 28-A, § 1054. Without the permit described in subsection 2, no licensee for sale of liquor to be consumed on the premises may allow any: music, except radio or other mechanical device; dancing; or entertainment of any sort without having first obtained an entertainment (special amusement) permit. Before granting a new initial permit and after reasonable notice to the municipality and the applicant, the municipal officers shall hold a public hearing at which the municipal officers shall take testimony of the applicant and any interested members of the public.

A non-refundable fee, which is listed in the Town's fee schedule, is required to cover the cost of advertising in the Lincoln County News and for administrative processing.

Current License Expires: 5/31/25

Name of Organization: Oysterhead Pizza

Organization Phone #: 207-563-6816

Location of Entertainment: front lot

Planned Time/Hours: 12 - 10 pm

Lighting & Noise Level: _____

Days of Occurrence: Tues - Sunday

The applicant certifies that the information provided herein is true to the best of the applicant's knowledge and authorizes the Town to advertise as required in the application process.

[Signature]

Signature of Applicant

5/28/25

Date

Town Manager or Town Clerk

Date

Board of Selectmen:

Daryl Fraser

Tom Anderson

Daniel Hunter

Andrea Keushguerian

Joshua Pinkham

Signed by the Board of Selectmen on this date _____

License Expires: _____

Fee Paid <u>—</u>	Date <u>5/28/24</u>	Clerks initials <u>AMP</u>
Ad to run in _____ edition of the Lincoln County News		
Hearing to be held on Wednesday, _____ at _____ at the Municipal Building at 21 School St.		
Applicant notified of said hearing _____		
Police Report obtained _____		



Midcoast

H U M A N E

Executive Director
Jess Townsend

Board of Directors
Ed Blain, Chair
Julie Cromwell, Vice-Chair
Jill Hibyan, Secretary
Molle Pacheco, Treasurer

Members
Helen Coon
Alexis Foerster
Mickey Gerhard
Tammy Hand
Amanda Mahan
Rachel Morse
Emilie Spas

Brunswick Campus
5 Industrial Parkway
Brunswick, ME 04011

Edgcomb Campus
27 Atlantic Highway
P.O. Box 7
Edgcomb, ME 04556

**Midcoast Humane
Thrift Shop**
153 Townsend Ave
Boothbay Harbor, ME 04538

Dear Partners,

As we look forward to the busy season of the summer, I thought now would be a good time for updates and reminders.

First, we want to welcome all our new ACOs! We're so glad you're a part of the team. Please let MH staff know if you have any issues or questions, and we are happy to take new officers, and anyone else who would like, on a tour of the facility.

MH is celebrating our 75th anniversary as an organization and we have a lot of events planned! We would love to see you come out and support our organization! Please keep an eye on our social media or visit our website at: <https://midcoasthumane.org/calendar/> for upcoming events.

On to housekeeping.

I have included a copy of our drop-off form with this note. This form is used for strays and seized pets, including those who have passed away prior to entering the shelter. It is imperative that all information available to the officer bringing the pet to MH is included on the form. Please **make sure** you include the owner's name, last known address and phone number if known. We also **need** to know the institution the owner has been brought to, when applicable, such as a hospital or jail. Please feel free to include additional notes on the bottom or back of the form.

We had multiple instances of pet seizures in the last year where we did not receive owner information when it was known to the officer handling the situation. It is imperative we have this information. Our staff spends a lot of time communicating with owners and their families sorting out custody. We **need** to know who we should be speaking to in order to prevent releasing pets to the wrong parties. The safety of our staff is also of paramount importance. Some situations can become contentious, especially when pets are confiscated, and we need to know immediately who may be calling us or showing up at the shelter looking for that pet.

Additionally, MH is required by **State Statute 3919-B** to send a notice to the owner at their last known address when a pet enters our care because their owner has been incarcerated or hospitalized. This statute states,

"When a person brings a pet to an animal shelter because the owner of that pet is incarcerated or hospitalized or under the process described in Title 14, section 6025-A, that person shall provide the animal shelter with the name and last known address of the pet's owner and the name and address of a facility where the person is incarcerated or hospitalized. The person bringing the pet to the shelter shall also provide the shelter with that person's name and address and that person's relationship to the owner or the official capacity in which that person is acting to enforce the animal welfare laws. The animal shelter may accept the pet unless the shelter is in quarantine. An animal shelter accepting a pet under this section shall comply with the provisions of this section.



Midcoast

H U M A N E

Executive Director
Jess Townsend

Board of Directors
Ed Blain, Chair
Julie Cromwell, Vice-Chair
Jill Hilyan, Secretary
Molle Pacheco, Treasurer

Members
Helen Coon
Alexis Foerster
Mickey Gerhard
Tammy Hand
Amanda Mahan
Rachel Morse
Emilie Spas

Brunswick Campus
5 Industrial Parkway
Brunswick, ME 04011

Edgecomb Campus
27 Atlantic Highway
P.O. Box 7
Edgecomb, ME 04556

**Midcoast Humane
Thrift Shop**
153 Townsend Ave
Boothbay Harbor, ME 04538

1. **Notice.** An animal shelter that accepts a pet under this section shall within 24 hours of receiving the pet send a notice by mail, return receipt requested, to the owner of the pet at the owner's last known address. The notice must inform the owner of the provisions of this section."

To do our best to ensure the notice is received by the owner within the 10-day period, MH also sends a certified letter to the owner at the facility noted on the drop-off form.

MH needs your help to minimize the time our team takes following up on missing information. Please instruct all officers who may drop off animals to fill out the drop-off forms with as much information as is known to them. More is better. A drop-off form is attached to every kennel front. If the officer dropping off the pet is not aware of the town's fee structure for impounding pets, please add a note and we can check with the Town Office. If the fee section is left blank, we will assume there is no fee to be collected by MH prior to returning the pet to their owner.

The other very important issue is bite reports. We are **required** by state law to quarantine a pet for 10 days from the day of a bite if that pet has bitten a person or another animal or has been bitten by another animal in the 10 days prior to drop off, regardless of their rabies vaccine status. We **need** all the information available on the other party involved in the bite as there may be questions around the circumstances of the incident. We will also need to inform them at the end of the quarantine that the pet has been cleared or in the case rabies is detected. A bite report must be filled out by the officer dropping the pet off at the time of drop off. If the officer is still investigating the incident, please note that on the report. Bite reports are available in both the cat and dog drop-off areas.

Backline and ACO Emergency Line

From 8:30-4:30 7 days a week, our backline is available for officers to use to avoid the main line's phone tree. That number is: 207-725-5099. Outside of business hours, for **emergencies** only, our ACO line is: 207-773-7377. This line is carried by our Director of Operations, Zach Fenoff, and, in his absence, by me.

Accessing the Building in Brunswick

We have had multiple officers set off our building alarm when entering after hours. If there is a question as to your municipality's alarm code, please reach out to Zach at 207-449-1366 x114 and he will get that for you.

Please call and let us know if you have any questions or issues or just want to come by to visit us or the animals!

Best,

Jess Townsend
Executive Director
jtownsend@midcoasthumane.org
207-449-1366 x101



ACO Stray/DOA/Seizure Municipal Drop Off Form

- 100** Is this animal ill or injured? Midcoast Humane cannot provide emergency veterinary care. If an animal is injured or ill, your town is required to seek veterinary care to stabilize the animal prior to drop-off.
- 100** To your knowledge, has this animal ever bitten*? **Yes** **No**
- 100** To your knowledge, has this animal bitten in the last 10 days? **Yes** **No**
If yes, please fill out a bite report (this is required by Maine State law)
- 100** Questions marked with a * are required to be filled out before you leave.
- 100** Before you go, please ensure there is food and clean water for the animal

Please detail on the back of the form the circumstances of this drop off. In the event of seizures, we need to know if we are to hold the animal pending a case or return to owner. If the animal has bitten, we need to know details or be able to contact someone with questions so our staff can remain safe.

Date & Time of Drop Off *: _____ Date of Recovery *: _____

Location of Recovery *: _____ Town: _____

Your Municipality/Title (e.g., 'Brunswick Police Officer') *: _____

Your Name *: _____ Phone # *: _____

Description of Animal: Species*: _____ Breed: _____

Sex: _____ Spayed/Neutered: _____ Color: _____

Reason (circle one) *: **Stray** **Owner Surrender** **Owner Arrested¹** **Owner Hospitalized¹**

Hold Pending Court Case² **DOA** **Other:** _____

Is the owner known *? **Yes** **No**

If the owner is known, please complete the following:

Owner's Name *: _____ Phone #: _____

Address *: _____

¹ Name of Hospital/Jail Owner is in (if applicable) *: _____

² If a hold for a case, please leave a copy of the ex parte/order of possession, or indicate here what date documentation will be sought. (Per Maine state law, this must be done within 3 working days by an agent with arrest authorization):

Municipal fees for reclaiming the pet:

- Owner does not owe a fee to the town
- Owner must show receipt to MH that town has been paid
- Owner must pay municipal reclaim fee to MH (Municipality will collect from MH)
Amount to be collected: \$ _____



Dear Town of Damariscotta,

I hope this letter finds you well. Please find enclosed the agreement for services between Midcoast Humane and the Town of Damariscotta covering the period from July 1st, 2025, to June 30th, 2026. We ask that you please sign both contracts and return one to Midcoast Humane either by mail or electronically. Your invoice is included with the contract and is due by July 15, 2025.

Last year was a very eventful year.

- We touched more than 4,200 animals including more than 2,660 adoptions, 350 animals returned to their owner and 380 public spay or neuter operations.
- We began a partnership with Tedford Housing to explore how to help the most vulnerable pets and people in our communities
- We kicked off our outreach to our Lincoln County community with two “town halls” and outreach ambassadors set up at five polling locations
- As well as tabling at many events, we ramped up our event calendar. These events included:
 - Spring Fling plant and rummage sale
 - Shelter Sleep Over in which one of your own participated, Kevin Sutherland, Newcastle Town Manager
 - Save a Stray 5K run and walk
 - Sips and Sweets
 - Puppy and Kitten Yogas
 - Paint Nights
 - Adoption events at various community businesses
- We hired Development and Operations Directors, Jane Delson and Zach Fenoff respectively.

As we celebrate our 75th year as an organization, we feel both grateful for all that has come before us and excited for what comes next. This year will bring both opportunities and challenges as we continue to reach out to our 39 communities to talk directly to residents and set up low-cost Wellness Clinics. Midcoast Humane will explore options to replace the Edgcomb campus, which has reached the end of its service life. During all of this, we will continue to fulfill our mission to care for companion animals and assist the people who love them.

We know we cannot reach our goals alone. We depend on all our communities to support us. Midcoast Humane is looking for opportunities to engage with your residents. We are looking for your assistance to:

- Identify locations and events within your communities that give us the opportunity for outreach
- Schedule a Wellness Clinic in your community
- Encourage your community members to attend one or more of our many events this year for which information will be available on our website and social media
- Facilitate introductions to any of your residents who might have a passion for animals and want to support our mission

We welcome the opportunity to discuss our relationship further or to answer any questions you may have. Please feel free to contact our Executive Director, Jess Townsend, at jtownsend@midcoasthumane.org.

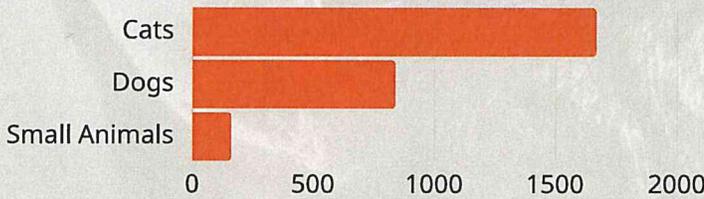
Sincerely,

Ruth Glaeser
Finance Director



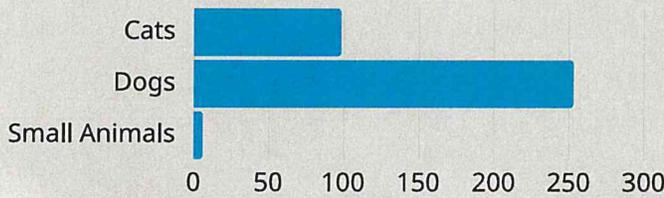
OUTCOMES BY THE NUMBERS

NEW FAMILIES MADE



2,665 Animals adopted into new, loving homes

ANIMALS REUNITED



357 Lost animals returned to their owners

AT-A-GLANCE

2,464

Surgeries performed

260

Pets seen at low-cost clinics

290

Public spay/neuter surgeries

246

Pets from Maine shelters

1,584

Animals in foster homes

9,646

Volunteer hours

253

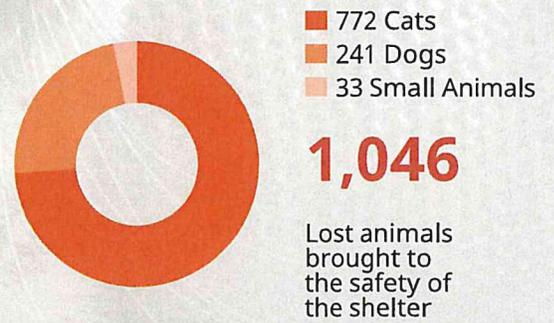
Hands-On Student Involvement

60

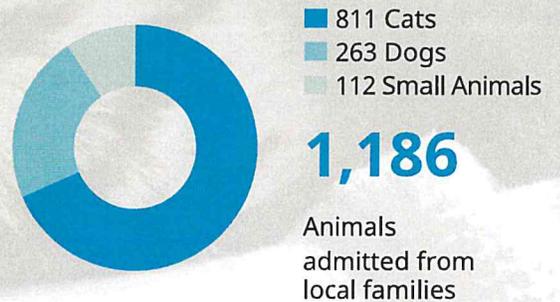
Community Events

INTAKES BY THE NUMBERS

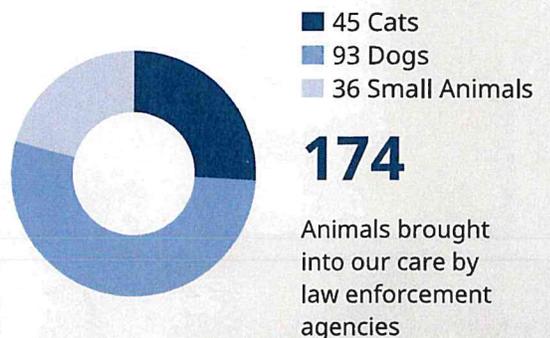
STRAY ANIMALS



OWNER ADMISSIONS



COURT CASE ANIMALS



INVOICE

Midcoast Humane
5 Industrial Parkway
Brunswick, ME 04011

rglaeser@midcoasthumane.org
+1 (207) 449-1366
www.midcoasthumane.org



Bill to

Town of Damariscotta
21 School St
Damariscotta, ME 04543

Invoice details

Invoice no.: 5882
Terms: Due July 15
Invoice date: 05/20/2025
Due date: 07/15/2025

Product or service	Description	Qty	Rate	Amount
Municipal Contract Fiscal Year	Shelter Services Contract for July 2025 - June 2026	1	\$3,422.53	\$3,422.53
Total				\$3,422.53

Midcoast Humane Agreement for Services

THIS AGREEMENT made and executed in duplicate, by and between the Town of Damariscotta, a municipal corporation with a place of business located in Lincoln County, State of Maine (hereinafter "Municipality") and Midcoast Humane, a non-profit corporation organized and existing under the laws of the State of Maine, with a principal place of business located at 5 Industrial Parkway, in Brunswick, County of Cumberland, State of Maine, (hereinafter "MH").

WHEREAS, the Municipality is required under the laws of the State of Maine to provide shelter at a State licensed animal control shelter (7 M.R.S.A. 3949) for stray and lost dogs, cats, and other domesticated animals that are a stray, lost, confiscated or surrendered in the community (hereinafter "Animals"); and

WHEREAS, the Municipality is required under the laws of the State of Maine to provide services relating to the humane disposition of said Animals in the event they are not claimed by their owners or their owners are unable to care for them; and

WHEREAS, MH possesses both the expertise and facilities located at both 5 Industrial Parkway in Brunswick and 27 Atlantic Highway in Edgecomb to provide these services;

The Municipality and MH hereby agree as follows:

1. Acceptance of Animals. Provided the MH shelter is not full to capacity or under quarantine as imposed by State humane agent(s), State veterinarian(s), or contract veterinarian(s), MH agrees that it will accept each and every stray, lost, confiscated or surrendered domestic Animal delivered to it at the MH shelter by a duly authorized Animal Control Officer, Police Officer or citizen of Municipality, provided the Animal was found within the territorial limits of the Municipality or resided within the territorial limits of the Municipality. Said Animals shall be held for the legal impoundment period as dictated by State statute, after which MH will make such disposition as MH, in its sole discretion, deems necessary and proper.
2. Delivery of Animals. Provided the MH shelter is not at capacity or under quarantine, all stray or lost Animals collected by the said Animal Control/Police Officer shall be delivered to MH for the impoundment period provided the Animal Control/Police Officer is unable return the stray or lost Animal to its owner directly.
3. Delivery and Hours of Operation. MH staff are regularly available between 8:00 a.m. and 4:30 p.m. every day of the week. Whenever possible, delivery of said animals should be planned during those hours in order to ensure there is cage/kennel space available. After regular business hours, Animal Control/Police Officer(s) have access to limited temporary kenneling facilities at the MH shelter.
4. After Hours Delivery. The Municipality's Animal Control Officer (ACO) will be furnished a security code and key to MH's isolation area for the purpose of delivering animals after hours. The ACO delivering animals to the isolation area shall complete all required paperwork. The Municipality shall provide MH with the name of its ACO and contact information and shall notify MH of any changes. The

Municipality shall be responsible for obtaining the key from any former ACO and providing such key to its current ACO.

5. Exclusive Rights and Custody. The Municipality agrees that all animals apprehended and seized within the boundaries of the Municipality and delivered to MH shall be under the exclusive control and custody of MH. Moreover, the Municipality agrees that, so far as it is concerned, MH shall have the undisputed right, consistent with the laws of the State of Maine, to humanely dispose of every animal given into its custody in accordance with State laws and the policies and procedures of MH. Neither the Municipality nor its representatives will enter MH's facilities to remove animals without the express consent and participation of MH representatives.
6. Feral Cat Colonies. MH makes every effort to promote Trap, Neuter and Return (TNR) for feral cats, and return feral cats that are spayed or neutered, vaccinated and ear tipped to the originating location when possible, and promote caregiver volunteerism and guardianship. The Municipality agrees to work with MH and their community to permit and encourage TNR as the preferred method of managing outdoor cat populations.
7. Proper Care Required. MH shall comply with animal care standards as required by State law for such animals while they are in MH's possession.
8. Rabies Quarantine. MH shall quarantine on a space available basis for a period of at least ten (10) days, stray dogs and cats originating within the borders of the Municipality which have bitten a resident(s) of the Municipality. Provision for rabies testing, including transportation, and the costs therein, are the sole responsibility of the Municipality and/or its residents. MH is not obligated, nor does it have the space, to quarantine privately owned Animals.
9. Fees. For the services provided by MH, the Municipality agrees to pay MH the total sum of \$3,422.53. This fee is based on the rate of \$1.49 per capita. The Municipality population of 2,297 is taken from the 2020 Census. All money is payable by the 15th of the first month of the contract and an invoice will be included with this contract.
10. Boarding of Confiscated Animals. The fees noted in Paragraph 9, above, shall cover all boarding for Animals delivered to MH and held **other** than those pending court proceedings. It is important to note that in the case of seizures due to cruelty and or neglect, costs and fees for animal care are the Municipality's responsibility. The law does provide for the Municipality's reimbursement from the animal's owner. MH fee schedules, for cases of seizures due to cruelty and or neglect, are set forth in Addendum A.
11. Impoundment Fee Collection and Licensing. MH agrees that it will require every owner seeking to redeem an impounded Animal to pay the appropriate municipal impoundment fee as indicated on the Stray Admission Form by the Municipal representative admitting the pet, plus the cost of board at a rate to be determined by MH for each day of impoundment beginning the date of impoundment. All other fees relating to said impounded Animal, including, but not limited to, veterinary, medical and vaccination fees, will not be collected by MH. Should Municipality wish to be reimbursed for costs outlaid, they shall follow their internal procedures to bill the owner. MH will provide owner with a

ten (10) day temporary license and forward copies to the Municipality. Animal Control/Police Officer(s) must fill out a Stray Admission form upon intake and MH does not guarantee collection of municipal impoundment fees not indicated on said form.

12. Documentation. Upon request, MH agrees to provide to the Municipality an annual detailed record of the number of seized, stray or lost Animals impounded from within the territorial limits of the Municipality and received by MH.
13. Enforcement Activities. The Municipality shall be fully responsible for carrying out all enforcement activities required under the laws of the State of Maine and the Ordinances of the Municipality, as may be amended. MH shall not be required to apprehend or seize any Animals found roaming at large.
14. Donations and Gifts. Any and all donations, contributions, or anything of value given to or received by MH as a result of any service performed in carrying out the provisions of the Agreement, including but not limited to payments received pursuant to Paragraph 9 above, shall be the exclusive property of MH, and the Municipality shall have no claim or interest therein.
15. Adoption Authority. MH shall have the sole and exclusive right to determine the suitability of persons offering to become the owners of unclaimed animals, and shall have the sole and exclusive right to accept or reject applicants for unclaimed animals.
16. Veterinary Care. As prescribed by 7 M.R.S.A. § 3948, the Municipality is responsible for providing proper medical attention to any injured or sick stray companion animal. MH will not accept any injured or sick stray animal that has not received proper veterinarian medical care. The Municipality agrees that it shall obtain appropriate emergency veterinary care for injured or sick animals prior to delivery to the MH shelter. In the event that the Municipality delivers an injured or sick animal to MH without first obtaining appropriate emergency veterinary care, MH, in its sole discretion, may elect either to refuse acceptance of such animal or to accept delivery of such animal and procure the veterinary care it deems necessary or appropriate. Municipality agrees to reimburse MH for the costs of emergency and required follow up care within ten (10) days from the receipt of an invoice. At no time shall the Municipality drop off any injured or sick stray companion animal to MH during closed hours unless prior arrangements have been made with a MH representative.
 - a) During the six-day waiting period as prescribed by Title 7 M.R.S.A. §3913 for dogs and as prescribed by Title 7 M.R.S.A §3919-A (1.) for cats with identification, the Municipality shall be responsible for the payment of all veterinary services performed outside MH.
 - b) During the waiting periods prescribed by Title 7 M.R.S.A. §3919 and 3919-A, for a cat that does not have identification, not less than 48 hours or, for feral cats, not less than 24 hours, the Municipality shall be responsible for the payment of all veterinary services performed outside MH.
17. Animal Control Officers. The Municipality agrees that it shall notify MH, in writing, of the identities of all of its duly authorized Animal Control Officers. The Municipality agrees that it will provide each Animal Control Officer with a copy of the animal control laws of the State of Maine contained in the booklet published by the Maine Animal Welfare Board, the sections of the Municipality's Codes or

Ordinances which are pertinent to the performance of their duties, and the terms of this Agreement. Animal Control Officers must also be certified as required by Title 7 M.R.S.A. 3947.

18. Independent Capacity. MH, its officers, employees, agents and volunteers shall act in an independent capacity during the term of this Agreement and shall not act or hold themselves out as officers, employees, agents or volunteers of the Municipality. The Municipality, its employees, agents and representatives shall act in an independent capacity during the term of this Agreement and shall not act or hold themselves out as officers, employees, agents or volunteers of MH. Nothing in this Agreement shall be deemed by either party or by any third party as creating a joint venture or partnership between MH and the Municipality.
19. Indemnity. MH shall, at its own expense, defend, indemnify and hold the Municipality harmless from and as to all demands, claims, causes of action or judgments as the extent that some loss or claim results from the error, omission, negligence or fault of MH, its officers, employees or agents. The Municipality shall, at its own expense, defend, indemnify and hold MH harmless from and as to all demands, claims, causes of action or judgments as the extent that some loss or claim results from the error, omission, negligence or fault of the Municipality, its officers, employees or agents.
20. Compliance. MH agrees to comply with applicable federal and state laws and regulations in the performance of this Agreement.
21. Insurance. MH shall procure and maintain comprehensive general liability coverage that shall protect MH from claims of damages for personal injury including accidental and wrongful death, as well as claims arising from services rendered under this Agreement.
22. Assignment. This Agreement shall not be assigned by either party without the prior written approval of the other party.
23. Other Services. MH offers to provide the following services to Municipality at no additional cost to Municipality:
 - a) Cremation Services: MH will accept for cremation stray or lost Animals, dead on arrival, from Animal Control Officers, or duly authorized law enforcement personnel. Owned animals may also be accepted for cremation at the owner's expense.
 - b) Telephone Services: To avoid confusion, MH will take all telephone inquiries regarding reclaiming an Animal and adopting an Animal. Under special circumstances involving suspected abuse or neglect, the Animal Control/Police Officer(s) may request that they be contacted prior to an Animal being reclaimed by its owner.
 - c) Lost and Found Pet Services: MH staff will take lost and found reports to facilitate the return of pets to their owners.
24. Public Service Programs. MH shall provide at its sole cost and expense the following services:

- a) A reduced cost spay/neuter program for any animal owned by a citizen of the Municipality, except that, in the event MH determines that it is no longer feasible to offer such spay/neuter program, MH shall no longer be under any obligation to do so.
- b) A reduced cost vaccination program for any animal owned by a citizen of the Municipality, except that, in the event MH determines that it is no longer feasible to offer such vaccination program, MH shall no longer be under any obligation to do so. Municipalities may work with MH to schedule a vaccine clinic within their Municipality.
- c) A volunteer program to encourage support for MH and its operation of the shelter.
- d) Events designed to promote animal adoptions and to educate the public about animal welfare and the benefits of sheltering in general.
- e) An adoption program designed to ensure that MH identifies and secures humane, permanent homes for the animals under its care.

25. Term. The term of this Agreement shall be from July 1, 2025, to June 30, 2026.

26. End of Term. At or before the end of the term of this Agreement, the parties shall negotiate the terms and conditions of either an extension of this Agreement or a new Agreement. As long as Municipality is negotiating in good faith, MH agrees to continue to receive and care for stray and lost Animals pursuant to the terms and conditions of this Agreement as may be in effect at the end of the term. Provided, however, that such obligation shall not exceed three (3) months.

27. Complete Agreement. This Agreement represents the entire agreement between the parties and no oral or prior written matter shall have any force or effect. No amendment shall be effective without prior express written approval signed by both parties hereto. Neither party shall be bound by any conditions not expressly stated in this Agreement.

28. Binding. This Agreement is binding upon, and shall inure to the benefit of the heirs, assigns and successors in interest of the parties hereto.

29. Severability. If any provisions of this Agreement shall be adjudged to be invalid or unenforceable by final judgment of a court of competent jurisdiction, such invalidity or unenforceability shall not affect the validity of the Agreement and the remaining provisions of the Agreement shall be construed as if not containing such provision and, thereafter, the rights and obligation of the parties shall be construed and enforced under the remaining provisions of the Agreement.

30. Governing Law. This Agreement shall be governed by, and construed in accordance with, the laws of the State of Maine.

IN WITNESS WHEREOF, the parties have caused this Agreement to be duly executed on their behalf, in duplicate counterparts, as of the date first above written.

Town of Damariscotta

By: _____ Witness: _____

Printed Name: _____ Printed Name: _____

Its: _____

MIDCOAST HUMANE

By:  _____ Witness:  _____

Printed name: Jessica Townsend Printed Name: Ruth Glaeser

Its: Executive Director

ADDENDUM A
Midcoast Humane Agreement for Services

Services **NOT** covered by the Contract Fee that would result in additional payments to MH include, but are not necessarily limited to:

1. An instance when any animal brought to MH by the Municipality appears to be infected with rabies. In such instances, the Municipality shall be responsible for any veterinary fees and for transporting laboratory specimens for testing.
2. Instances in which, because of a pending legal action, an animal is seized and boarded at MH at the request of the Municipality or the County. Beginning on and including the day of acceptance, the Municipality shall pay MH a boarding fee of \$20.00 per dog or cat, \$25.00 for a female cat or dog with a litter that has not been weaned, \$5.00 per small animal and \$5.00 per bird. These boarding fees include the State of Maine's fees as listed in Title 7 M.R.S.A §3919-C where compensation for a dog or cat is \$15.00 a day, compensation for a female cat or dog with a litter that has not been weaned is \$18.00 a day, compensation for a rabbit is \$2.00 a day and compensation for a bird is \$1.00 a day. The boarding fees collected by MH as listed above include the additional cost of staffing and observation borne by MH. MH reserves the right to refuse boarding of animals for any Municipality that has outstanding fees or intends to only pay the fees listed in Title 7 M.R.S.A §3919-C.
3. Instances in which, because of a pending legal action, an animal is seized and boarded at MH at the request of the Municipality or the County, beginning on and including the day of acceptance, the Municipality shall be responsible for the payment of all veterinary services provided by a veterinarian outside MH and by the MH veterinarian on a cost basis. MH has the capacity to provide veterinary support in cases of seizure due to cruelty and/or neglect, but these supports are only available for animals in its care. MH retains the right to place animals pending legal action into foster homes with established fosters, but will not provide medical care or assistance with case animals that the Municipality Representative chooses to manage and foster outside of MH.



TOWN OF DAMARISCOTTA

Surplus Property For Sale Sealed Bid

The Town of Damariscotta has three (3) floats for sale. The floats are approximately 6' x 16' and include hardware. The floats are sold as is and may require some repairs prior to use. Preference will be given to responses that purchase all three, but it is not a requirement. Successful bidder(s) will be responsible for hauling/transporting the floats and must pick up the floats by Thursday, June 12, 2025. The Town can assist with loading the floats on your trailer if necessary.

Bidding Period: Sealed bids will be accepted until 4:00 PM Thursday May 29, 2025

Bid Opening: Thursday, May 29, 2025 at 4:00 PM at the Town Office located at 21 School St

Submit Sealed Bids to:
Damariscotta Town Office
Attn: Town Manager - Sealed Bid
21 School St
Damariscotta, ME 04543





May 28, 2025

To: Town Manager
Town of Damariscotta
21 School St.
Damariscotta, ME 04543

Our sealed bid to purchase all 3 of the used floats is \$3,800.

Bobby Ives

Peter Lockhart 704-301-4120

Pemaquid, ME

ERNEST J. POLAND
EXCAVATION
60 Wiley Woods Way PH. 380-6504
Walpole, ME 04573

Date 5-28, 2025

To Team of Representatives
Flouts Bid

my bid is for all 3 \$1,060.00

[Handwritten signature]



AGREEMENT

For the Installation and Operation of
Level 2 Electric Vehicle (EV) Chargers at Regional Service Centers

THIS AGREEMENT, effective as of the date last signed below (the “Effective Date”), is made by and between Efficiency Maine Trust, an independent quasi-state agency of the State of Maine (“Trust”) and Town of Damariscotta, a municipality, federal tax identification number 01-6000131, with a place of business located at 21 School Street, Damariscotta, ME 04543 (“Recipient”). The Trust and the Recipient are each a “Party” and collectively, the “Parties.”

WHEREAS, on June 20, 2024, Efficiency Maine issued a Request for Proposals, RFP EM-033-2024, (the “RFP”) seeking applications for installation and operation of Level 2 EV charging equipment in response to the RFP, the Recipient submitted an application (the “Application”) for funding of a certain project to install Level 2 EV chargers (the “Project”) at 65 Parking Lot Lane, Damariscotta, ME 04543.

WHEREAS the Trust reviewed the Recipient’s application, found that it satisfies the minimum requirements of the RFP, and in reliance upon Recipient’s representations contained in the Application and subject to Recipient’s covenants and commitments contained in this Grant Agreement (the “Agreement”), has made an award in the amount of 80% of actual Project costs not to exceed \$80,000 to the Recipient for implementation of the Project as contained in the Application (the “Incentive Award”).

Acceptance of the terms of this Agreement is a condition of participation in this RFP. Recipient shall sign this Agreement and return the signed document to Efficiency Maine.

NOW, THEREFORE, in consideration of the foregoing premises and other good and valuable consideration, the Parties agree as follows.

1. Incentive Award; Disbursements

- 1.1 Efficiency Maine will provide Recipient an Incentive Award in the amount of **\$80,000** or 80% of the actual, final Project costs, **whichever is less**, to install and operate Level 2 chargers, consistent with the terms of Recipient’s application. The incentive award is to be used solely for eligible costs as described in the RFP for Level 2 EV charging station equipment consistent with the requirements of the RFP and Recipient’s Proposal. For purposes of calculating the value of the “80% of final Project costs,” Efficiency Maine will not consider costs in addition to those detailed in the proposal. Efficiency Maine will calculate the final incentive based on paid invoices and receipts for actual “as built” Project costs if they are less than what was proposed in the original application. Efficiency Maine reserves the right to adjust the Incentive Award as necessary to maintain compliance with any limitations as set forth in the RFP.
- 1.2 Efficiency Maine makes no commitment to provide an incentive prior to execution of this Agreement, and Recipient should not take any action with the expectation of receiving an Incentive Award until the Agreement has been executed.
- 1.3 After Project completion, Efficiency Maine will disburse Incentive Award amounts within thirty (30) days of receipt of the Recipient’s invoices and other documentation that verify Project completion according to the terms of the

award. If Efficiency Maine determines that the Level 2 EV charging equipment was not installed in a manner consistent with the Application or RFP, if ineligible equipment was installed, or if the installation is not consistent with applicable codes, Efficiency Maine may require changes before making payment. Efficiency Maine reserves the right to seek a complete refund, and Recipient shall be obligated to provide complete reimbursement to Efficiency Maine, for all Incentive Award amounts paid if, at any time, Efficiency Maine learns that, during the term described in Section 2.6, the approved equipment was not installed, was disconnected, was removed or relocated, was installed at a location that was not pre-approved by Efficiency Maine in writing, or is not available to the public at least as frequently as the business operating hours of the site host, unless such requirement was expressly waived by Efficiency Maine in writing. In no event during the useful life of the Level 2 EV charging equipment shall it be moved outside of the State of Maine.

- 1.4 Recipient must provide copies of all invoices and other documentation that verify the costs of purchasing and installing the approved Level 2 EV charging equipment, including all materials, labor, and equipment discounts. Invoices must indicate a verifiable breakout of all equipment purchased for installation under this Agreement. Efficiency Maine has the right at any time to require invoices from the contractor to determine the price paid by the contractor to its supplier (including any discounts or incentives) for the equipment subsidized by the Incentive Award.
- 1.5 It is a condition of disbursement of the Incentive Award that the Level 2 EV charging equipment, and any associated electrical components, be approved by the Underwriter's Laboratory (UL).
- 1.6 Efficiency Maine will not reimburse Recipient for any cost or expense that is an ineligible cost as set forth in the RFP, is contrary to this Agreement or is contrary to applicable law. Any expenditure by Recipient or commitment by Recipient to expend funds for the Project prior to the effectiveness of this Agreement is at Recipient's risk. Reimbursement of Project funds expended or committed by Recipient prior to execution of this Agreement is at Efficiency Maine's sole discretion.
- 1.7 By submitting any invoice or request for reimbursement, Recipient is representing that the services or costs identified in the invoice or request for reimbursement have been provided or incurred and that such costs and expenses are proper and allowable under the RFP and this Agreement. By paying all or a portion of any invoice or request for reimbursement, Efficiency Maine does not waive its right to recover any payment or reimbursement later determined to be improper or not allowable under the RFP and this Agreement.
- 1.8 Recipient must install the Project within the time period specified in the RFP. If Recipient fails to advise Efficiency Maine that the Project is complete or fails to provide required post-installation documentation within 30 days of Project installation, payment of the Incentive Award may be delayed or denied.
- 1.9 Efficiency Maine reserves the right to make follow-up visits to Recipient's equipment installation location or facility to ensure ongoing compliance with this Agreement.
- 1.10 In the event funds from the Community Program Funds of the federal Charging and Fueling Infrastructure Discretionary Grant Program are suspended or otherwise unavailable from the federal government, Efficiency Maine reserves the right to suspend activity under this Agreement and suspend disbursements of Incentive Awards to Recipient. Efficiency Maine shall provide Recipient with written notice of the suspension and indicate the period of the suspension. At the conclusion of the suspension period, Efficiency Maine will rescind the suspension or terminate the Agreement unless otherwise agreed by both parties in writing. Efficiency Maine's obligation to disburse Incentive Awards for eligible project expenses incurred prior to the notice of suspension is provided in Section 4B in this Agreement.

2. Standards of Performance

- 2.1 Recipient shall be solely responsible to (i) secure all necessary rights and licenses to install and operate the Level 2 EV charging equipment at the approved host site location; (ii) acquire all equipment and materials necessary for

complete performance of the Project; and (iii) furnish or arrange for qualified licensed contractors, suppliers, service providers and other personnel as necessary for the complete performance of the Project. Recipient shall, and shall cause its contractors to, perform all work and services in connection with the Project in a timely, professional, and workmanlike manner.

- 2.2 Recipient shall, and shall ensure that its contractors, abide by and conform to applicable state, federal, and local laws, ordinances, rules, codes, regulations, and standards in the performance of the Project, **including but not limited to those set forth in Rider A, which is attached hereto and incorporated herein by reference**. Recipient is solely responsible for obtaining all permits, approvals, registrations, and licenses as may be required for installation and operation of the Level 2 EV charging equipment.
- 2.3 Recipient is solely responsible for all costs, expenses, fees, taxes, and other assessments arising from or relating to the installation and operation of the Level 2 EV charging equipment, including energy charges.
- 2.4 Recipient shall keep Efficiency Maine apprised of all material developments in connection with the Project. Efficiency Maine reserves the right to monitor Recipient's performance of this Project in order to verify compliance.
- 2.5 All equipment shall be new and unused (not refurbished). All equipment and associated electrical interconnections must be installed in a manner consistent with manufacturer recommendations and applicable code requirements.
- 2.6 Recipient, or its successor in interest to the property, shall maintain and keep the Level 2 EV charging equipment in operation at the approved location for a minimum of five (5) years from the date of commissioning of the equipment.
- 2.7 Recipient shall operate and use the Level 2 EV charging equipment funded in whole or in part with the Incentive Award only for the purposes intended by the RFP and this Agreement.
- 2.8 Recipient shall ensure that the Level 2 EV charging equipment is available to the public, with appropriate signage, and that installation of the Level 2 EV charging equipment is compliant with applicable ADA accessibility standards.
- 2.9 Recipient shall keep the Level 2 EV charging equipment in good repair and reasonably protected from damage and vandalism.
- 2.10 Efficiency Maine does not make any representations of any kind regarding the results to be achieved by the Project. Efficiency Maine does not endorse, guarantee, or warrant any particular vendor, contractor, manufacturer or product, and it provides no warranties, express or implied, for any product or services. Neither Efficiency Maine nor its consultants are responsible for assuring that the design, engineering, or construction of the Project or installation of the Level 2 EV charging equipment is proper or complies with any particular laws, codes, or industry standards. Recipient is solely responsible for the design and implementation of the Project.

3. Recipient Representations and Responsibilities

- 3.1 Recipient acknowledges that the Incentive Award is provided for the purposes specified in the RFP and must be used in compliance with the RFP requirements and all applicable regulations.
- 3.2 All requirements, restrictions and obligations regarding the use of Incentive Awards are deemed incorporated in this Agreement and Recipient agrees to comply with all such requirements, restrictions and obligations. Recipient represents and warrants that no portion of the Incentive Award will be used for any purpose not expressly approved in the Incentive Award.
- 3.3 Recipient represents that it is eligible to receive the Incentive Award and that it is not suspended, debarred or disqualified from receiving state contracts, incentives, awards or other appropriations.
- 3.4 Recipient represents that neither the Proposal, nor any document, report, or certification given by Recipient in

connection with this Agreement or the Project contains any untrue statement of material fact or any knowing omission of material fact. Recipient shall notify Efficiency Maine of any material change in Recipient's status or condition that could have a material adverse effect on Recipient's ability to complete and implement the Project as described in Recipient's Proposal and this Agreement.

- 3.5 Recipient represents and warrants that the equipment and measures funded in whole or in part through the Incentive Award shall not be resold, transferred, or moved from the Project location during the term described in Section 2.6.
- 3.6 Recipient acknowledges that a breach of any representation contained herein or the provision of any false or misleading information or knowing omission of material information in connection with the Project, whether by Recipient or its agents, may result in termination and revocation of the Incentive Award, require the immediate reimbursement of any Incentive Award amounts previously disbursed, and may result in Recipient's suspension or debarment from participation in Trust programs.
- 3.7 It is understood and agreed that the primary source of the Capital Incentive Award under this Agreement is the federal CFI Community Program Funds expressly allocated to the Trust under the Memorandum of Agreement between the Trust, MaineDOT, and the GEO dated February 16, 2023, as amended by a certain First Amendment to Memorandum of Agreement dated July 24, 2023.

4. Indemnity; Damages Limitation

- 4.1 Efficiency Maine's sole obligation and total liability under this Agreement will be limited to paying the incentive amounts for approved projects completed in accordance with the RFP requirements and this Agreement. In no event shall Efficiency Maine or any of its trustees, employees or agents be liable to the Recipient or anyone claiming through the Recipient for any special, consequential, or incidental damages, including lost profits or lost business opportunities, or for any damages in tort (including negligence) caused by or resulting from any activities in connection with or associated with the RFP or the installation, operation or use of the equipment or measures for which the incentives are awarded.
- 4.2 The Recipient shall protect, indemnify, and hold harmless Efficiency Maine and its trustees, employees, and agents from and against all third-party claims, liabilities, losses, damages, judgments, penalties, causes of action, costs and expenses (including, without limitation, attorney's fees and expenses) asserted against or incurred by Efficiency Maine arising out of or relating to the Recipient's participation in the Program, the work or services in connection with the Recipient's project, or the installation, operation or use of the equipment or measures for which incentives are awarded.
- 4.3 Nothing herein shall be construed to waive, release, or diminish any statutory or common law immunities of Efficiency Maine as a governmental entity, all of which are expressly retained.

4A. Breach and Remedies.

- 4A.1. The failure of Recipient to perform any of its obligations in accordance with this Agreement, in whole or in part, or in a timely or satisfactory manner shall be a breach.
- 4A.2. In the event of a breach, the Efficiency Maine shall give written notice of breach to the Recipient. If the Recipient does not cure the breach, at its sole expense, within 30 days after the delivery of written notice, Efficiency Maine may exercise any of the remedies as described in this Section 4A. Notwithstanding any provision of this Agreement to the contrary, Efficiency Maine, in its discretion, need not provide notice or a cure period and may immediately terminate this Agreement, in whole or in part, or institute any other remedy in this Agreement in order to protect the public interest of the State.

- 4A.3. If Recipient is in breach under any provision of the Agreement and fails to cure such breach, Efficiency Maine, following the notice and cure period set forth in this Section 4A, shall have all of the rights and remedies set forth in this Section 4A in addition to all other rights and remedies set forth in this Agreement or at law.
- i. Termination for Breach: In the event of Recipient's uncured material breach, Efficiency Maine may terminate this Agreement or any part of this Agreement.
 - a. Obligations and Rights: To the extent specified in any termination notice, Recipient shall not incur further obligations or render further performance past the effective date of such notice, and shall terminate outstanding orders and subcontracts with third parties. However, Recipient shall complete all work and services not cancelled by the termination notice, and may incur obligations as necessary to do so within this Agreement's terms. At the request of Efficiency Maine, Recipient shall assign to Efficiency Maine all of Recipient's rights, title, and interest in and to such terminated orders or subcontracts. Upon termination, Recipient shall take timely, reasonable, and necessary action to protect and preserve property in the possession of Recipient but in which Efficiency Maine has an interest. At Efficiency Maine's request, Recipient shall return materials owned by Efficiency Maine in Recipient's possession at the time of any termination. Recipient shall deliver all completed work and deliverables and all work product and deliverables in process of completion to Efficiency Maine at its request.
 - b. Payments: Notwithstanding anything to the contrary, Efficiency Maine shall only pay Recipient for accepted work and services received as of the date of termination
 - c. Damages and Withholding: Notwithstanding any other remedial action by Efficiency Maine, Recipient shall remain liable to Efficiency Maine for any awarded damages sustained by Efficiency Maine in connection with any breach by Recipient, and Efficiency Maine may withhold payment to Recipient for the purpose of mitigating Efficiency Maine's damages until such time as the exact amount of awarded damages due to Efficiency Maine from Recipient is determined. Efficiency Maine may withhold any amount that may be due Recipient as reasonably necessary to protect Efficiency Maine against loss.
 - ii. Remedies Not Involving Termination: Efficiency Maine, in its discretion, may exercise one or more of the following additional remedies, including during the pendency of any cure period:
 - a. Suspend Performance: Suspend Recipient's performance with respect to all or any portion of the work and services pending corrective action as specified by Efficiency Maine. Recipient shall promptly cease performing all work and services and incurring costs in accordance with Efficiency Maine's directive, and Efficiency Maine shall not be liable for costs incurred by Recipient after the suspension of performance.
 - b. Withhold Payment: Withhold payment to Recipient until Recipient corrects its work and services.
 - c. Deny Payment: Deny payment for work or services not performed or not authorized under this Agreement.
 - d. Removal: Demand immediate removal of any of Recipient's employees, agents, or contractors from the Project whom Efficiency Maine deems unacceptable or whose continued relation to this Agreement is deemed by Efficiency Maine to be contrary to the public interest.
- 4A.4. Efficiency Maine reserves all rights and remedies available at law or in equity in the event of a breach of this Agreement by Recipient. Without limiting the foregoing, in the event that this Agreement is terminated as a result of the Recipient's breach or default, the Recipient shall pay on demand all of Efficiency Maine's costs, fees (including attorney and paralegal fees and disbursements, including such fees or disbursements arising in any

bankruptcy case or proceeding), expenses, and damages of any kind incurred by or imposed on Efficiency Maine in connection with or as a consequence of Recipient's breach of this Agreement. The various rights, remedies, options, and elections of Efficiency Maine in this Agreement are cumulative and not exclusive of any other right, remedy, or power allowed or available at law or in equity.

4B Suspension or Termination due to Unavailable Funding

If the CFI Community Program Funds are reallocated by the federal government or otherwise become unavailable to fund this Agreement, Efficiency Maine may, upon written notice, terminate this Agreement, in whole or in part, without incurring further liability. Efficiency Maine shall, however, remain obligated to pay for all work and services that are delivered and accepted prior to the effective date of notice of termination, and this termination shall otherwise be treated as if this Agreement were terminated in the public interest. Beyond this obligation, the Trust will not be liable for any damages or other costs in the event of a suspension or termination due to unavailable funding. The Trust makes no commitment to pay the Incentive Award from other funds of Efficiency Maine, another agency's funds, or state funds for any reason and the Recipient expressly waives any right to demand or receive payment from any such non-designated funds.

5. Miscellaneous Provisions

- 5.1 Data and Information in Support of the Program. Recipient authorizes access by Efficiency Maine to usage, utilization, energy, and performance information relating to the equipment funded in whole or in part by the Incentive Award where such information is available. Efficiency Maine may be required to report on the use and performance of the Level 2 EV charging equipment. Information from these reports may be made available to the public. Recipient agrees to cooperate with Efficiency Maine on such reporting and shall provide information related to the Incentive Award, this Agreement, and the Project as requested or required by Efficiency Maine to meet its obligation to provide accurate, complete, and timely information to the public, to meet the Program reporting requirements, and/or to comply with state or federal law or regulation. Recipient agrees to allow independent, third-party verification of Project performance and energy utilization as may be requested by Efficiency Maine.
- 5.2 Site Visits. Efficiency Maine and its representatives have the right to make site visits at reasonable times to review Project progress, performance, and operation.
- 5.3 Independent Capacity. Recipient is an independent party and is not an agent or representative of Efficiency Maine. Recipient shall be solely responsible for the performance of the Project and the conduct of its employees, agents and contractors. In no event shall Efficiency Maine be deemed an employer, partner, or agent of Recipient or any of Recipient's personnel. Recipient shall select its own vendor or contractor to provide the equipment and perform the work contemplated by this Project, provided they are licensed and authorized to do business as may be required under any applicable law. In no event shall Efficiency Maine be responsible or liable for any act or omission of Recipient, its employees, agents, contractors, or vendors. Efficiency Maine reserves the right to prohibit specific vendors or contractors from participation in projects funded through this RFP.
- 5.4 Records. Recipient shall make and retain all project records (including financial records, progress reports, service, equipment, and material orders, invoices, evidence of payment, and payment and reimbursement requests) for a minimum of five (5) years following the expiration or termination of this Agreement. Recipient shall permit Efficiency Maine or its authorized representatives to examine such records and to interview any officer or employee of Recipient or any of its contractors regarding the work performed under this Agreement. Recipient shall furnish copies of all such records upon request.
- 5.5 Taxes. Recipient shall be solely responsible for the determination and payment when due of all taxes that may be due in connection with the Incentive Award and the Project, including, without limitation, income, property, excise and use taxes. Incentive Awards received by Recipient may be taxable. Recipient must provide its tax identification number for payment processing. Incentive Award payments in excess of \$600 made to unincorporated entities will be reported by Efficiency Maine on IRS Form 1099-MISC.

- 5.6 The Trust does not make any representations of any kind regarding the results to be achieved by the Project. The Trust does not endorse, guarantee, or warrant any vendor, contractor, manufacturer, or product, and it provides no warranties, express or implied, for any product or services. Recipient is solely responsible for the implementation of the Project.
- 5.7 Governing Law; Entire Agreement. The Agreement between Recipient and Efficiency Maine shall be governed in all respects by the laws, statutes, and regulations of the State of Maine. Any legal proceeding instituted by Efficiency Maine or Recipient regarding this Project shall be brought in State of Maine administrative or judicial forums. The Agreement, taken together with the Application, the terms of the RFP, the Incentive Award and Recipient's acceptance of the Incentive Award constitutes the entire Agreement of the parties and supersedes any prior discussions, understandings, and agreements, whether oral or in writing. The Agreement may be amended only in writing signed by the parties. This Agreement, and the rights and obligations hereunder, shall inure to the benefit of the Parties and their permitted assigns. No waiver shall be deemed to have been made by any of the Parties unless expressed in writing and signed by the waiving party.

[SIGNATURE BLOCK ON FOLLOWING PAGE]

Contract # 2025-0081

SIGNATURES

Town of Damariscotta

(Signature)

Date: _____

Printed Name: _____

Title: _____

Efficiency Maine Trust

Michael D. Stoddard
Executive Director

Date: _____

Expense Detail Report

ALL Accounts
ALL Months

Trans Date	Per	RCB/ Type Jrnl	Description---	Wrnt Check#	Vendor-----	Current Budget	Debits	Credits	Unexpended Balance
01 - ADMIN						576,965.00	510,104.37	16,375.75	83,236.38
02 - ASSESSING						45,890.00	32,088.04	0.00	13,801.96
03 - PLAN&DVLPMT						192,440.00	125,772.59	46.65	66,714.06
04 - SOLID WASTE						178,770.00	168,081.29	0.00	10,688.71
05 - MUNI BLDG						98,730.00	74,670.91	900.00	24,959.09
07 - LEGAL SVCS						25,000.00	20,125.00	0.00	4,875.00
08 - INSURANCE						14,625.00	14,225.21	0.00	399.79
09 - ANIMAL CNTRL						7,400.00	7,906.74	0.00	-506.74
10 - HIGHWAY						796,993.00	770,000.13	68,248.63	95,241.50
11 - LED CONV/PRC						0.00	0.00	0.00	0.00
12 - POLICE DEPT						862,640.00	752,950.66	39,961.63	149,650.97
13 - FIRE DEPT						161,235.00	128,152.06	2,924.35	36,007.29
14 - EMA						2,700.00	1,395.14	0.00	1,304.86
15 - HYDRANTS						167,030.00	146,793.68	0.00	20,236.32
16 - STREET LIGHT						6,000.00	6,955.97	0.00	-955.97
17 - TRAFFIC LIGH						2,200.00	2,696.80	0.00	-496.80
18 - ADULT ED						10,950.00	0.00	0.00	10,950.00
19 - COMMUNITY SR						3,000.00	0.00	0.00	3,000.00
22 - BISCAY BEACH						1,400.00	1,140.00	0.00	260.00
24 - COUNTY TAX						630,896.00	630,896.00	0.00	0.00
25 - CONTINGENCY						18,000.00	18,620.12	8,546.00	7,925.88
26 - PROV. AGENCY						171,692.00	171,692.01	0.00	-0.01
27 - CEMETERY						59,380.00	44,857.62	20.79	14,543.17
28 - DEBT SERVICE						201,978.00	201,975.00	0.00	3.00
29 - CAPITAL RSRV						630,000.00	0.00	0.00	630,000.00
30 - OVERLAY						0.00	9,843.26	37.00	-9,806.26
33 - HARBOR						0.00	2,695.00	0.00	-2,695.00
40 - SHELLFISH						0.00	825.52	0.00	-825.52
51 - BISCAY CAPT						3,758.00	0.00	0.00	3,758.00
52 - CDBGrants						0.00	5,659.00	0.00	-5,659.00
55 - SR/GRANTS						0.00	36,873.00	0.00	-36,873.00
56 - PARKING LOT						16,524.00	0.00	0.00	16,524.00
57 - FIRE STA RSV						269,224.00	1,503.04	0.00	267,720.96
58 - HWY FAC'S						45,859.00	34,323.94	0.00	11,535.06
59 - FIRE TRUCK						372,287.00	0.00	0.00	372,287.00
60 - FIRE EQPT						4,613.00	0.00	0.00	4,613.00
61 - P.D RESERVE						85,658.00	0.00	0.00	85,658.00
62 - MUNI BLDG						58,482.00	0.00	0.00	58,482.00

Expense Detail Report

ALL Accounts
ALL Months

Trans Date	Per	RCB/ Type Jrnl	Description---	Wrnt Check#	Vendor-----	Current Budget	Debits	Credits	Unexpended Balance
63			- HWY EQUIP CONT'D						
63			- HWY EQUIP			44,527.00	24,152.50	0.00	20,374.50
65			- CEMETERY RSR			7,738.00	5,500.00	0.00	2,238.00
69			- HWY TRUCK			54,000.00	56,318.00	0.00	-2,318.00
70			- SIDEWALK			404,636.00	0.00	0.00	404,636.00
72			- TOWN CLOCK			13,061.00	0.00	0.00	13,061.00
73			- REVALUATION			100,000.00	0.00	0.00	100,000.00
74			- TECHNOLOGY			23,170.00	11,395.00	0.00	11,775.00
75			- LANDFILL			20,118.00	0.00	0.00	20,118.00
82			- WATERFRONT			995,863.00	1,489,941.03	0.00	-494,078.03
89			- PHILBROOK			20,000.00	0.00	0.00	20,000.00
91			- GENERAL ASS.			6,500.00	3,409.86	0.00	3,090.14
97			- SCHOOL			977,255.00	4,610,370.35	0.00	-3,633,115.35
Final Totals						8,389,187.00	10,123,908.84	137,060.80	-1,597,661.04

Revenue Detail Report

ALL Accounts
ALL Months

Account----- Date Jrnl Desc---	Current Budget	Debits	Credits	Uncollected Balance
01 - ADMINISTRATION	7,138,280.00	11,974.59	8,424,284.40	-1,274,029.81
03 - PLANNING & DEVELOPMENT	100,700.00	110.00	86,336.12	14,473.88
12 - POLICE DEPARTMENT	8,000.00	0.00	12,120.00	-4,120.00
27 - CEMETERY	0.00	0.00	1,800.00	-1,800.00
32 - STATE REIMBURSEMENTS	14,000.00	47,706.57	588,536.29	-526,829.72
40 - SHELLFISH	0.00	0.00	4,220.00	-4,220.00
47 - LINCOLN CTY AFFOR HOUS'G ARPA	0.00	0.00	230,000.00	-230,000.00
49 - MISC SPECIAL REVENUE FUND	0.00	500.00	500.00	0.00
52 - CDBG Grant DuJardin	0.00	0.00	5,659.00	-5,659.00
61 - POLICE DEPARTMENT RESERVE	0.00	0.00	6,000.00	-6,000.00
91 - GENERAL ASSISTANCE	4,875.00	138.95	2,169.30	2,844.65
92 - CEMETERY TF	0.00	0.00	1,200.00	-1,200.00
97 - SCHOOL	0.00	2,130.95	237,263.60	-235,132.65
Final Totals	7,265,855.00	62,561.06	9,600,088.71	-2,271,672.65