



**Town of Damariscotta, Maine
June 21, 2023
Select Board Meeting
5:30 PM, Town Office**

Join Virtually

Meeting: <https://us02web.zoom.us/j/87878201039>

Meeting ID: 878 7820 1039 Passcode: Dama22

AGENDA

- I. Pledge of Allegiance**
- II. Public Hearing: CDBG Economic Development Program Application**
- III. Public Hearing: Liquor License Y-Knot on the Water Gourmet Eatery, LLC**
- IV. Public Hearing: On-Premises License**
Y-Knot on the Water Gourmet Eatery, LLC, 85 Parking Lot Ln
- V. Call Select Board Meeting to Order**
- VI. Minutes**
 1. June 7, 2023 Select Board Minutes
- VII. Financial Reports**
 1. Payroll Warrants #
 2. Accounts Payable Warrants #
- VIII. Citizen Comments and General Correspondence**
- IX. Town Manager's Report**
 1. Capital Project Updates
- X. Official Action Items**
 1. Select Board Annual Procedures
 2. CBDG Resolution
 3. On-Premises License: Y-Knot on the Water Gourmet Eatery, LLC
 4. Cemetery Deed
 5. Community Resilience Partnership
 6. Special Town Meeting Warrant
 7. Midcoast Humane Agreement for Services
- XI. Executive Session Pursuant to 1 M.R.S.A. Section 405 (6) E – Legal Matter**
- XII. Select Board's Discussion Items**
- XIII. Adjournment**

**MINUTES
SELECT BOARD MEETING
DAMARISCOTTA TOWN HALL**

**June 7, 2023 5:30 p.m.
Live and Via Zoom**

Members: Daryl Fraser, Chairperson; Louis Abbotoni, Tom Anderson, Andrea Keushguerian, and Josh Pinkham

Members Absent : Josh Pinkham

Staff Present: Andrew Dorr, Town Manager; Lynda Letteney, recording secretary

Others Present: John Roberts; Douglas Clark; James Hall; Neil Genthner; Jeff **Anye**; Mark & Lisa **Roth**; Bill Brewer; Fred Brewer; Haven Simmons, LCTV; and Elizabeth Waltztoni, Lincoln County News

I. Pledge of Allegiance: Chairperson Fraser led the Pledge of Allegiance at 5:30 p.m.

III. Call to Order

The Select Board's meeting was called to order at 5:31 p.m. **by Chairperson Fraser**

III. Minutes

On motion (Anderson/Keushguerian) to approve the minutes of 4-24-23 as presented Vote: 4-0-0

**On motion (Anderson/Keushguerian) to approve the minutes of 5-17-23 as corrected Vote: 4-0-0
("one in four" statistic related to mental health of Maine youth)**

IV. Financial Reports

- | | |
|--|---------------------|
| 1. On motion (Fraser/Abbotoni) to approve Payroll Warrant #55 | Vote: 4-0- |
| 0 | 2. On motion |
| (Fraser/Keushguerian) to approve Accounts Payable Warrant #56 | Vote: 4-0-0 |

VI.

Presentations: None

VII. Citizens Comments and General Correspondence: None

VIII. Town Manager's Report

A. Capital Projects

- 1. Miles Street** is 99.5% complete. Hydro seed is left to do. Possibility that lights will be done this summer.
- 2. Egypt Road** is mostly completed with shoulder work to be done.
- 3. Belvedere Road** ditch work is being done; culverts are ready. Increased speeding has been noticed. **Tom Anderson** asked about shoulder work.

B. Dedication of Town Report

Fred Brewer made the dedication and presentation, with several members of the community on hand to recognize **Bill Brewer** who has served the community in a variety of roles. A municipal auditor by trade, he has served on the Finance Committee, Treasurer of the Historical Society, and the Great Salt Bay Sanitary District board. A member of the Lions Club for 52 years, Mr. Brewer is also a member of the Massasoit Engine Company. **Daryl Fraser** congratulated Mr. Brewer on behalf of the Select Board

C. Sanitary District

Documents are being reviewed by the attorneys. Max Johnstone will meet with the attorneys to make sure it is in compliance. We have to go through the process again for the money that was cut. We need

to apply by fall if we are going to go for the remainder of the funds needed.

D. Legislative Updates

From the Service Center Coalition, LD 2003 is a proposal to increase housing opportunities. Changes will go through the towns, highlighting regulations for towns and cities with City Councils. For us and other town governments July of 2024 is the target date. Notice is needed, planning board review and a town meeting before anything can be implemented.

E. Public Works

The department has been trying to repaint crosswalks, but the last two Sundays have not cooperated as far as weather. Painting is scheduled for this Sunday (6/11/23). 12 crosswalks. the turn-around, and from the bridge to the lights are all slated to be done. Ditch and shoulder work will continue throughout the summer. They will continue to work through the “work plan.” Chapman Street is on the work list. Also the rain flow to the apartments behind Hancock Lumber needs to be dug out. Andy is checking with the DEP regarding proper drainage for the outlet. Shoulder work is being prioritized. **Daryl Fraser** asked if the public works department was keeping a data base. **Andy** said they are keeping track on paper until the data base is set up. They are identifying the date, location, the work done, and type of material used. **Andrea K.** was concerned about the washout opposite **XXX**; should there be culvert replacement? Also Hodgdon Street has a rain collection. CBDG meeting is in August. The public works list is continuous; as some projects get done, others are added. As for capital reserves, the 5 year outlook is to increase paving. Lessner Road is a top priority. **Tom Anderson** brought up what Belfast has done with a walk lane and bike lane. **Daryl Fraser** said that it would mean sacrificing street parking to add lanes downtown. **Andrea K.** asked about Bristol Road -?this year ditching, next year paving? **Tom Anderson** asked about the sidewalk on Biscay and School streets. **Daryl Fraser** added that Rt. 129 “narrows and is a little rough.”

Andy reported that Hagar had asphalt available (150 tons) and wanted to know if the Town wanted to use it (at cost). ?Pleasant St. and Hodgdon Rd. Rocky Run (no underlying structures); Egypt Rd to Bristol. An overlay of ¾” to 1” was done today. Daryl Fraser said he spoke for the Board in accepting the asphalt as there was a very narrow timeframe of availability. Presently there is a \$10K cushion this fiscal year.

IX. Official Action Items

1. On motion (Fraser/Anderson) to issue the cemetery deeds and Perpetual Care and Maintenance contracts as presented (Quintal lot 1094 Annex 2 and lot 636-A in Annex 1 at Hillside Cemetery)

Vote: 4-0-0

2. On motion (Keushguerian/Abbotoni) to approve the Catering Function Application for Stone Cove Catering as presented.

Vote: 4-0-0

3. On motion (Abbotoni/Anderson) to issue Quit Claim deeds as presented on the condition that the recipient pay the costs of completing the deed/transfer process. (RE 517, Map18 Lot 11 and RE 1723 Map 4 Lot 42-901)

Vote: 4-0-0

X. Select Board’s Discussion Items

Tom Anderson-Aquaculture the goal is to balance all users of the river; there is too much concentration in one area. A moratorium might be a way to assess usage. We are known as the “Oyster Capital of Maine”; therefore, we should have a sign promoting that on Rt. 1. We need to capitalize on this.

Lou Abbotoni – Make sure you vote

Andrea Keushguerian - Under the Comprehensive Plan, there is a section on Natural Resources; marine resources should be included. Even oyster farmers agree it is too congested. We need a public meeting

to discuss the future and protecting what we have commercially while still having recreational uses.

Reminder for everyone to sign up for the Comprehensive Plan survey; it is still active on the website. We need input to develop the plan.

There is a Lincoln County housing meeting coming up. Clearly there is a desperate need for affordable housing; new homes, apartments, trailer parks, etc. Looking for solutions; **Andy** said he would post request for this on the Comprehensive Plan site. **Andrea** suggested putting signs around town from the CP Committee encouraging townspeople to get involved.

Josh Pinkham – absent

Daryl Fraser - Reminder that voting is Tuesday and the Town meeting is Wednesday next week.

Looking for input. **Andy** clarified poll voting Tuesday; Wednesday is all budget items from the floor, 6:00 pm Great Salt Bay School.

XI. Adjournment

On motion (Abbotoni/Anderson) to adjourn the Select Board’s meeting at 6:25 p.m. Vote: 4-0-0

Respectfully submitted,

Lynda L. Letteney
Recording Secretary

We, the undersigned, do hereby approve as written, or with corrections as noted, the minutes of the above-designated Select Board meeting on 6-7-2023.

Daryl Fraser, Chairperson

Louis Abbotoni

Tom Anderson

Andrea Keushguerian

_____ **Absent** _____
Joshua Pinkham

Town of Damariscotta, Select Board meeting minutes of 6-7-23, signed this date: _____

Town Manager's Report

June 16, 2023

1. Capital Projects

Miles St

The project is complete following the inspection and finished punch list this past week. We are waiting for the final invoices.

Egypt Rd

This project is substantially complete with remaining work to include the placement of shoulder material. After meeting with the engineer and contractor, HEI is finalizing estimates of material needed to finish the project so we can agree on any potential costs. There are some areas that are deeper than the resulting asphalt work that we plan to negotiate with the contractor. We expect this to be resolved any day with shoulder work complete ASAP.

There have been individual(s) that decided Egypt Rd was a good place to do burnouts recently. This is terribly unfortunate after completing a near \$900 thousand project. The PD is currently investigating the matter and I am assessing for any potential damages that may need to be repaired.

Belvedere Rd

All drainage work has been completed and the exposed areas hydro-seeded.

Parking Lot

The GSB SD attorney is reviewing the grant documents so they can advise the district as to their signing on as co-recipient.

2. Public Works

Line striping will continue. Most, if not all of the markings along Main St are complete. There may be a few lingering stencils, but the remaining work will focus on low-volume village streets.

Numerous washouts along road shoulders exist following some of the intense or quick bursts of rain we have gotten this spring. I have reached out to DOT on at least one occasion for a few along their state-aid roads as well as Business Rt

1. I will reach out again as these create a heightened risk for injury or property damage.

3. Personnel Updates

The P/T office position is currently vacant following a resignation. We will look to post this position ASAP in hopes of filling it sooner rather than later. There should not be any major disruptions to customer service in the short-term.

Interviews for the Town Planner have been conducted. I was joined by two of Newcastle's Selectmen as they are without a town manager at this time. We are hopeful that an agreement with one of the candidates can be reached next week.

4. Town Office Closed

Monday June 19th is a holiday in which the office will be closed. We will resume business hours on Tuesday.

We will be closing the Town Office on Thursday June 29th to ensure we complete the FYE closeout process. This process needs to be completed without the interruption of other transactions and is required for us to begin the new fiscal year without issue.

The office will be closed Tuesday July 4th.

Agenda Items

1. Public Hearings

There are two public hearings, one for the CDBG application for DuJardin and the other a liquor license for Y-Knot on the Water Gourmet Eatery, LLC.

2. Official Action Items:

- a. Select Board annual procedures are listed out in a memo included in your board packet.

Recommended Motions:

On motion (_____ / _____) to elect _____ as Chair, _____ as 1st Vice Chair, and _____ as 2nd Vice Chair.

Vote ___ / ___ / ___

On motion (_____ / _____) to appoint Lynda Letteney as secretary to record minutes.

Vote ___ / ___ / ___

On motion (_____ / _____) to establish the 1st and 3rd Wednesdays of each month at 5:30 PM as the regular meetings for the Select Board.

Vote ___ / ___ / ___

b. CBDG Resolution:

Acceptance of this resolution will allow me to work with the business to access the funds awarded through this grant opportunity. All required steps and necessary approvals have been obtained at this time.

Recommended Motion: On motion (_____ / _____) to approve the resolution as presented.

Vote ___ / ___ / ___

c. On-Premises License: On motion (_____ / _____) to approve the On-Premise License as presented.

Vote ___ / ___ / ___

d. Cemetery Deeds/Perpetual Care and Maintenance Contracts

This deed and maintenance contract (included in your packet) is for Wanshan Zhong. They are purchasing lot 1095 in Annex 2 at Hillside Cemetery.

Recommended Motion: On motion (_____ / _____) to issue the Cemetery Deed and Perpetual Care and Maintenance Contract as presented.

Vote ___ / ___ / ___

e. Community Resilience Partnership

This is a partnership with the State of Maine and would show our commitment to helping reach the state's Climate Action Plan goals. By taking a few steps to show our commitment in becoming a partner, we will become eligible for funds to help us achieve these goals. The list of approved initiatives is comprehensive. Once enrolled, requests for funds can range from \$5,000 to \$50,000 with no match required if the initiative is on the list of Community Actions.

Recommended Motion: On motion (_____ / _____) to authorize the town manager to take the steps to enroll the community in the Community Resilience Partnership.

Vote ___ / ___ / ___

f. Special Town Meeting Warrant

This Special Town Meeting is needed to address a few items related to the Annual Town Meeting.

1. I unknowingly omitted the article regarding the property tax levy limit. This is required by state law and authorizes the town to exceed an increase in the tax levy should it exceed the state's calculated growth limitation factor (a combination of average personal income growth and the property growth factor).
2. The article that has been included in previous years related to gifts from the Massasoit Engine Company was removed from this year's warrant as I thought it could be included in Article 44. As John pointed out to me after the town meeting, Article 44 does not authorize the gift of equipment, only funds.
3. The article that appropriated funds to the provider agency **Healthy Roots** needs to be reappropriated. The funds were submitted and presented by the staff at **Hearty Roots**. After reviewing this typo with MMA, it was too late to address as the ballots had become available to absentee voters. As the article passed as written, we can correct this with a reappropriation by way of special town meeting.

Recommended Motion: On motion (_____ / _____) to approve the Special Town Meeting Warrant as presented to be held on Wednesday, July 5, 2023 at 5:30 PM at the Damariscotta Town Office.

Vote ___ / ___ / ___

g. Midcoast Humane Society

This annual agreement is available for your review and consideration. The contract amount appears to be the same as FY 23 at \$3,330.65.

Recommended Motion: On motion (_____ / _____) to approve the Midcoast Humane and Town of Damariscotta Agreement for Services.

Vote ___ / ___ / ___

3. Executive Session Pursuant to 1 M.R.S.A. Section 405 (6) E - Legal Matter
We will be discussing possible settlement options relating to an ongoing 80K Land Use violation.



Town of Damariscotta

*Administrative Offices
21 School Street
Damariscotta, Maine 04543
Telephone – 207-563-5168
Fax – 207-563-6862*

*Office Hours
Mon, Tues, Thurs
7:30 am – 5:00 pm
Wed. 1pm – 5:00 pm
Fri. Closed*

Select Board Annual Procedural Items

Pursuant to section 2.03 Meeting Procedures of the Town Charter,

After their election in June, the members of the newly constituted Select Board shall meet at the next regularly scheduled meeting after their election, and shall organize to the extent possible as follows:

1. Elect Board Chair, 1st Vice, 2nd Vice
Chairperson:
1st Vice Chair:
2nd Vice Chair:
2. Appoint secretary to record minutes
Recommend Lynda Letteney
3. Confirm and appoint town officials
The annual appointment of officials will be available for review and consideration at the first meeting in July.
4. Establish the time and place for regular meetings
Currently, meetings are the 1st and 3rd Wednesdays of the month at 5:30 PM

FY 24 Meetings:

- Dates
- Time

State of Maine CDBG Program

Final Budget Summary (Include Cash & In-Kind)

Cost Category	Column 1 CDBG	Column 2 Local	Column 3 State	Column 4 Utility	Column 5 Non-CDBG Federal	Column 6 Other	Column 7 Cost Category Total
Land Acquisition							
Legal Expenses							
Appraisals							
Relocation							
Demolition							
Site Work							
Architectural							
Engineering							
Administration	1,200						1,200
Program Delivery							
Planning							
Loans							
Grants							
Operational							
Construction							
Materials	22,800						22,800
Equipment	24,000						23,200
Inspection							
Other (List)							
1. LMI Salaries	12,000						12,000
2. Website						45,000	45,000
TOTAL COSTS	60,000					45,000	105,000

Directions for Completing Budget Summary

1. For each applicable cost (cash and in-kind) in the Cost Category column, list the dollar amount for all applicable funding sources in columns 1-6.
2. List the total dollar amount for each cost category in column 7, Cost Category Total
3. Enter the total of all Cost Category amounts in column 7 in the TOTAL COSTS box directly under column 7.
4. **Submit a copy of this Budget Summary with the Phase II materials.**

06/29/23 530



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

Application for an On-Premises License

All Questions Must Be Answered Completely. Please print legibly.

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

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

Legal Business Entity Applicant Name (corporation, LLC): <u>Y-Knot on the Water Gourmet eatery LLC</u>	Business Name (D/B/A): <u>Y-Knot on the Water Gourmet eatery LLC</u>
Individual or Sole Proprietor Applicant Name(s):	Physical Location: <u>85 Parking Lot Lane Damariscotta ME 04543</u>
Individual or Sole Proprietor Applicant Name(s):	Mailing address, if different: <u>P.O. Box 1372 Damariscotta ME 04543</u>
Mailing address, if different from DBA address:	Email Address: <u>Yknotfood@icloud.com</u>
Telephone # Fax #: <u>816-698-2022</u>	Business Telephone # Fax #:
Federal Tax Identification Number: <u>93-1643195</u>	Maine Seller Certificate # or Sales Tax #: <u>10064692</u>
Retail Beverage Alcohol Dealers Permit:	Website address:

1. New license or renewal of existing license? New Expected Start date: 7-1-23
 Renewal Expiration Date: _____

2. The dollar amount of gross income for the licensure period that will end on the expiration date above:
Food: new Beer, Wine or Spirits: new Guest Rooms: N/A

3. Please indicate the type of alcoholic beverage to be sold: (check all that apply)
 Malt Liquor (beer) Wine Spirits

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

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

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

5. Business records are located at the following address:

85 Parking lot lane Damariscotta Me 04543

- 6. Is the licensee/applicant(s) citizens of the United States? Yes No
- 7. Is the licensee/applicant(s) a resident of the State of Maine? Yes No

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

- 8. Is licensee/applicant(s) a business entity like a corporation or limited liability company?
 Yes No If Yes, complete Section VII at the end of this application

- 9. For a licensee/applicant who is a business entity as noted in Section I, does any officer, director, member, manager, shareholder or partner have in any way an interest, directly or indirectly, in their capacity in any other business entity which is a holder of a wholesaler license granted by the State of Maine?
 Yes No
- Not applicable – licensee/applicant(s) is a sole proprietor

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

Yes No

If yes, please provide details: _____

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

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

Name of Business	License Number	Complete Physical Address

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

Full Name	DOB	Place of Birth
Melinda to Margaret Jones	1/29/86	Brunswick me
Melinda Margaret Heaberlin	1/29/86	" "
Carol Lee Vereance	12-14-57	Middletown NY
Carol Y. Heaberlin	12-14-57	Middletown NY

Residence address on all the above for previous 5 years

Name Melinda Jones	Address: 70 Lions Ridge DR Alna me 04535
Name Melinda Jones	Address: 62 Lynch Rd Newcastle me 04553
Name Carol Y Heaberlin	Address: 85 Lions Ridge DR Alna me 04535
Name Carol Y Heaberlin	Address: 62 Lynch Rd Newcastle me 04553

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

Yes No

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

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

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

Name: _____ Date of Conviction: _____

Offense: _____ Location: _____

Disposition: _____

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

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

Name: _____ Date of Conviction: _____

Offense: _____ Location: _____

Disposition: _____

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

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

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

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

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

Front half of building (Dining room + bar area.)

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

Name: Lincoln Academy - ~~Hotel~~
School

Distance: 1-mile

Church Baptist church 1/4 mi

Midcoast Unitarian Universalist Fellowship
446 Feet. (Skidompha)

Section II: Signature of Applicant(s)

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

Please sign and date in blue ink.

Dated: 6/1/23

Carol L. Heaberlin
Signature of Duly Authorized Person

Carol Heaberlin
Signature of Duly Authorized Person

Melinda Jones
Printed Name Duly Authorized Person

Melinda Jones
Printed Name of Duly Authorized Person

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

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

All Questions Must Be Answered Completely. Please print legibly.

1. Exact legal name: Y-Knot on the water gourmet eatery LLC
2. Doing Business As, if any: _____
3. Date of filing with Secretary of State: 6/1/23 State in which you are formed: ME
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
Carol Heaberlin	62 Lynch Rd. Newcastle 85 Lions Ridge Rd. Alna	12/4/59	President treasurer	22.5%
Rick Heaberlin	Same as above	7/8/5	member	22.5%
Melinda Jones	62 Lynch Rd. Newcastle 80 Lions Ridge Dr Alna	1/29/86	V Pres Sec.	22.5%
Michael Jones		10/19/82	member	22.5%
David Yereance	¹²⁵⁰⁵ Shadow Run Blvd. Riverview Fl	10/29/65	member	5%
Lisa Yereance	8 12505 Shadow Run Bvd. Riverview Fl	2/22/64	member partner	5%

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

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: 06.21.2023

Who is approving this application? Municipal Officers of Danvers

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.

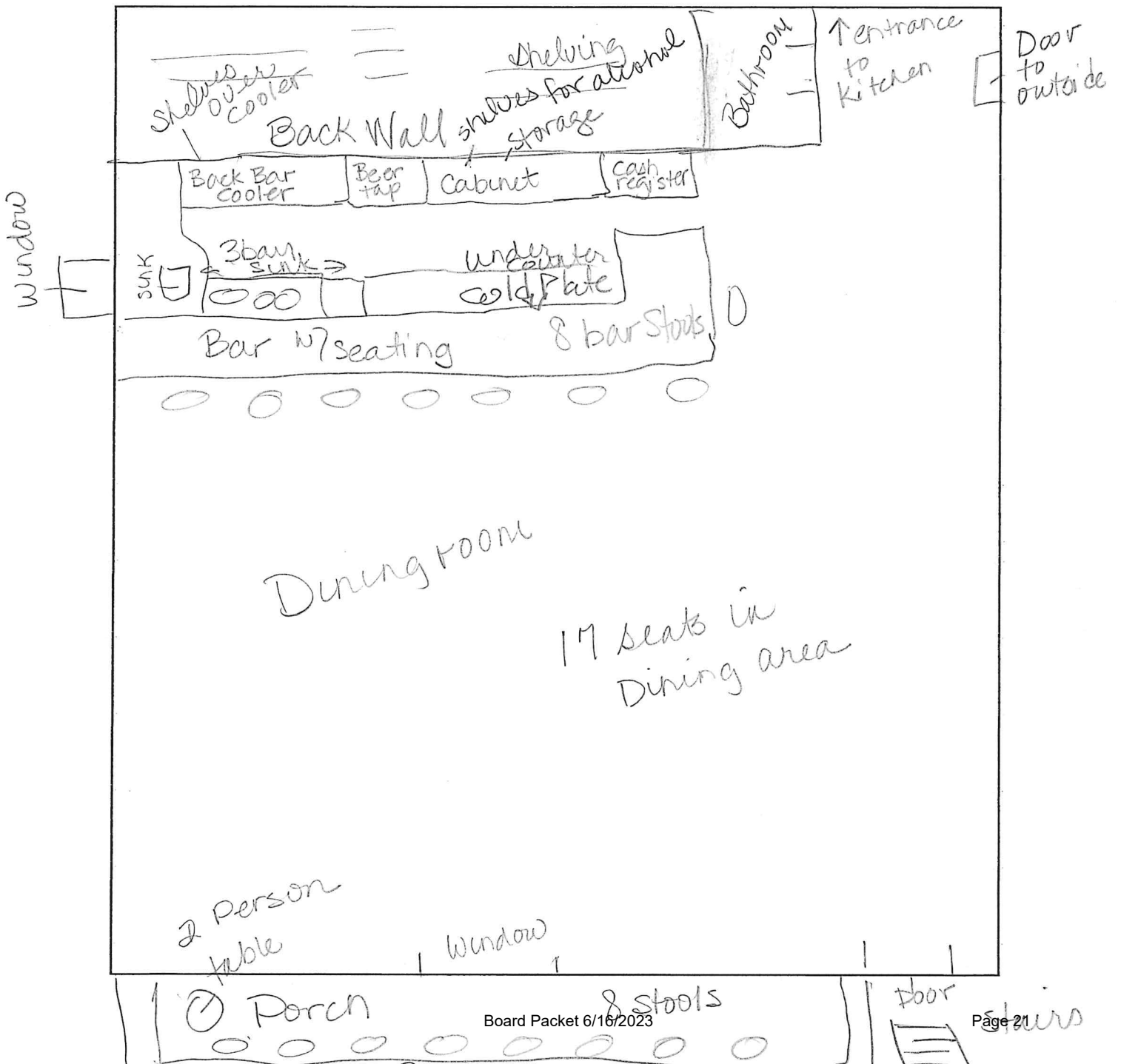
The following licenses/permits may be required prior to be licensing as an on-premises licensee with the Bureau

Obtained ✓	License/Permit	State/Federal Agency to Contact	Telephone Number	Physical Location
	Seller Certificate or Sales Tax Number	Maine Revenue Services www.maine.gov/revenue	(207) 624-9693	51 Commerce Dr, Augusta
	Health License	Health and Human Services www.maine.gov/dhhs	(207) 287-5671	286 Water St, 3 rd floor, Augusta
	Victualer's License	Municipality where premise is located.	Contact your town office or county office	Contact your town office or county office
	Shellfish License	Marine Recourses www.maine.gov/dmr	(207) 624-6550	<ul style="list-style-type: none"> • 32 Blossom Lane, Augusta • 194 McKown Point Rd, West Boothbay Harbor • Lamoine State Park, Lamoine • 650 State St, Bangor • 317 Whitneyville Rd, Jonesboro
	Dance or Entertainment License	Fire Marshall's Office www.maine.gov/dps/fmo	(207) 626-3882	45 Commerce Drive, Suite 1, Augusta
	Federal I.D. Number	www.irs.gov	(800) 829-4933	
	Legal business names for corporations and limited liability companies and "Doing Business As" Names (assumed names)	Secretary of State, Bureau of Corporations, Elections and Commissions www.maine.gov/sos/cec	(207) 624-7752	111 Sewall St, 3 rd Fl, Augusta
	Retail Beverage Alcohol Dealers Permit	Alcohol and Tobacco Tax and Trade Bureau (TTB) https://www.ttb.gov/nrc/retail-beverage-alcohol-dealers	(877) 882-3277	

Section VI Premises Floor Plan

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

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





Application - liquor license for Y-Knot
 85 ~~Leeds Ridge Dr.~~ 85 Parkview, Not La.
 Damaris Scott, Me
 04543

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

Carol Heberlein
 350-9342

TELEPHONE: (207) 624-7220

FAX: (207) 287-3434

EMAIL INQUIRIES: mainliquor@maine.gov

Thank you for your interested in becoming a licensed establishment to sell and serve alcoholic beverages in Maine. To avoid any delay in the processing of your application and the subsequent issuance of your liquor license, please use the following checklist to assist you in completing the application. If you are renewing your license, this checklist is useful as well.

- Your application has been completed in its entirety and is legible. For a renewal, please submit your application 30 days prior to the expiration date of your liquor license.
- Your application is signed and dated by a duly authorized person.
- The application is signed and approved by the Town or City Municipal Officers or County Commissioners.
- The license fee submitted is for the correct fee for the license class for which you are applying and includes the \$10.00 filing fee.
 - The check must be made payable to "Treasurer, State of Maine"; both the license and filing fees can be submitted on one check.
 - If the licensee/applicant(s) is in an unorganized township, the application must be approved by the County Commissioners and the \$10.00 filing fee must be paid to them. Please be sure to include a copy of the receipt of payment with your application.
- For a renewal, the dollar amount of your gross income for food, liquor and guest rooms, if applicable must be completed – see Section I.1
- A diagram of the facility to be licensed must accompany all applications whether for a new license or the renewal of an existing license
- If you are a registered business entity with the Maine Secretary of State's office like a corporation or a limited liability company, you must complete Section VII of the application. This does not need to be completed if you are a sole proprietor.
- Have you applied for other required licensing from other state and federal agencies? See attached list.

Important – all applications whether for a new license or to renew an existing license for an on-premises liquor licenses must contact their Municipal Officials or the County Commissioners in unincorporated places to have their application approved and signed prior to submitting it to the Bureau for further consideration.

The address to send your completed application to:

1. Mailing address:
 - Bureau of Alcoholic Beverages and Lottery Operations
 - Division of Liquor Licensing and Enforcement
 - 8 State House Station
 - Augusta, ME 04333-0008
2. Courier/overnight address:
 - Bureau of Alcoholic Beverages and Lottery Operations
 - Division of Liquor Licensing and Enforcement
 - 19 Union Street, Suite 301-B
 - Augusta, ME 04330

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

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

A. Repealed

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

4. Repealed

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

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

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

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

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

Section V: Fee Schedule

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

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

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

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

June 7, 2023

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

Re: Y-Knot on the Water

To the Board of Selectman:

As requested, I had my staff research our records for any police complaints or contacts involving Y-Knot on the Water located at 85 Parking Lot Lane. We have found ZERO calls for service to that address in the last 2 years.

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 read "Jason Warlick". The signature is fluid and cursive, with a long horizontal stroke extending to the right.

Chief Jason Warlick
Damariscotta Police Department

Lincoln County Sheriff's Office

Printed: 06/07/2023

Site Analysis

06/01/2022 to 06/01/2023 (0000 - 2359 only)

Jurisdiction: Damariscotta (200)

Site(s): 392

Sub Total >	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>
Totals >	<u>Calls</u>	<u>Unfounded</u>	<u>Incidents</u>	<u>Accidents</u>	<u>Arrests</u>	<u>Interviews</u>	<u>EMS</u>	<u>Fire</u>	<u>0</u>	<u>0</u>
	0	0	0	0	0	0	0	0	0	0

Apt #	Year MM DD Time	Reason	Action	Call #	Site #	Vicinity
	2021 05 12 2154	MEDICAL EMERGENCY	Transported to Hospital	21-16902	311	N
	2017 03 22 1150	PARKING PROBLEM	Services Rendered	17-12279	311	N
	2016 10 09 2052	POLICE INFORMATION	Could Not Locate	16-40570	311	N
	2016 06 17 0730	ANIMAL COMPLAINT	Investigated	16-21303	311	N
	2016 05 22 1501	SUSPICIOUS ACTIVITY	Investigated	16-17812	311	Y
	2016 01 27 1951	MEDICAL EMERGENCY	Services Rendered	16-3338	311	N
	2015 09 20 2100	SUSPICIOUS ACTIVITY	Investigated	15-34813	311	N
	2014 08 20 1920	ASSIST CITIZEN	Services Rendered	14-27566		N
	2013 12 13 0913	MEDICAL EMERGENCY	Transported to Hospital	13-40214		N
	2012 03 10 0218	ASSAULT	Investigated	12-6761		N
	2011 12 21 0016	SUSPICIOUS ACTIVITY	Investigated	11-34884		Y
	2011 07 05 0755	THEFT / FORGERY / FRAUD	Investigated	11-16247		N
	2010 12 11 2344	DOMESTIC DISTURBANCE	Citation/Warning Issued	10-32143	195	N
	2010 07 04 1114	9-1-1 CHECK	Investigated	10-15775		N
	2009 08 31 1126	MEDICAL EMERGENCY	Transported to Hospital	09-24114	39	N
2	2016 06 17 0106	PEDESTRIAN CHECK	Investigated	16-21250	311	Y
2	2011 03 11 2131	DOMESTIC DISTURBANCE	Arrest(s) Made	11-5492		N

CEMETERY DEED

KNOW ALL PERSONS BY THESE PRESENTS that the Town of Damariscotta, in the County of Lincoln in the State of Maine, a municipal corporation organized and existing under the laws of the said State, in consideration of the sum of **three hundred** dollars (\$300.00) paid by **Wanshan Zhong** in the State of Maine, does hereby transfer and convey unto the said **Wanshan Zhong** and his/her assigns, a certain lot of land in **Hillside** Cemetery, **Annex 2** in said Town of Damariscotta, said lot(s) being numbered **1095** as shown on the plan of the cemetery on file with the Trustees of said cemetery.

TO HAVE AND TO HOLD the same unto the grantee(s) and assigns forever.

ON CONDITION that:

- 1) the same shall be used and improved only as and for a burial lot for the human dead;
- 2) no permanent markers shall be erected above the surface of the ground, other than permitted monuments;
- 3) no shrubbery or trees shall be planted on the lot;
- 4) the lot shall not be mounded or terraced (grade to be maintained on level with the rest of the area);
- 5) it can only be sold to the Town of Damariscotta;
- 6) it can be transferred only with prior written permission from the Trustees of said cemetery; and
- 7) the owners and possessors thereof shall always be subject to such regulations and orders as are or shall be made for the use and improvement of said cemetery.

The said Town of Damariscotta covenants to and with **Wanshan Zhong** and his/her assigns that it is lawfully seized in fee of the aforesaid premises, that the granted premises are free from all encumbrances, that it has good right to sell and convey the same to the said **Wanshan Zhong** and his/her assigns forever.

IN TESTIMONY WHEREOF, the Town of Damariscotta has caused these presents to be signed and sealed by its Selectmen, thereunto duly authorized this **21st** day of **June**, 20**23**.

THE TOWN OF DAMARISCOTTA

Daryl Fraser, Chairman

Joshua Pinkham

Tom Anderson

Daniel Hunter

Andrea Keushguerian

STATE OF MAINE

COUNTY OF LINCOLN

Then personally appeared the above-named Selectmen of the Town of Damariscotta and acknowledged the foregoing instrument to be their free act and deed in their said capacity and the free act and deed of said Town.

Before me, _____
Notary Public

CEMETERY PERPETUAL CARE & MAINTENANCE CONTRACT

THE TOWN OF DAMARISCOTTA, in the County of Lincoln in the State of Maine, a municipal corporation organized and existing under the laws of the said State, has received the sum of **two hundred dollars (\$200.00)** paid by **Wanshan Zhong** and said sum has been accepted by said Town, to be held in trust, the income thereof to be used for the perpetual care and maintenance of lot number(s) **1095** in **Hillside Cemetery, Annex 2**; provided, however, that should any part of said income remain unexpended after the reasonable and proper care of said lot, said income shall be used for the general care and maintenance of **Hillside Cemetery**.

Perpetual care fees are nonrefundable.

Dated at Damariscotta, Maine this **21st** day of **June**, 20**23**.

THE TOWN OF DAMARISCOTTA

Daryl Fraser, Chairman

Joshua Pinkham

Tom Anderson

Daniel Hunter

Andrea Keushguerian

STATE OF MAINE

COUNTY OF LINCOLN

Then personally appeared the above-named Selectmen of the Town of Damariscotta and acknowledged the foregoing instrument to be their free act and deed in their said capacity and the free act and deed of said Town.

Before me, _____
Notary Public

**TOWN OF DAMARISCOTTA
WARRANT FOR
SPECIAL TOWN MEETING
July 5, 2023**

LINCOLN, SS

STATE OF MAINE

TO: Jason Warlick, Constable for the Town of Damariscotta, in the County of Lincoln.

GREETINGS:

In the name of the State of Maine, you are hereby required to notify and warn the voters of the Town of Damariscotta, in said County, qualified by law to vote in Town Affairs, to assemble at the Damariscotta Municipal Building, 21 School Street in said Town, on Wednesday, the 5th of July, 2023 at 5:30 PM, then and there to act on Articles 1 through 5.

ARTICLE 1. To choose a Moderator to preside at said meeting.

ARTICLE 2. To see if the town will vote to exceed the property tax levy limit of \$1,815,197 established for Damariscotta by state law as voted and approved at the June 14 2023 Annual Town Meeting as the resulting tax commitment would be greater than the property tax levy limit.

Note: Last year's tax levy limit was \$1,752,768 making this year's tax levy limit an increase of \$62,429.

ARTICLE 3. To see if the Town will vote to accept from the Massasoit Engine Company gifts of money and certain items of equipment to be used for the benefit of the Town and the Massasoit Engine Company?

Note: This was omitted from this year's annual town meeting for what was believed to have been covered by another article. After a discussion with town staff, it was decided to vote on the article as it has previously been presented.

ARTICLE 4. To see if the Town will reappropriate the funds approved at the June 14, 2023 Annual Town Meeting for Healthy Roots, as stated, to Hearty Roots?

Note: The typed error designated funds to Healthy Roots and in fact it should have stated Hearty Roots. The non-profit submitted a request for funding during the FY 24 budget process per our policy for provider agency requests.

Given under our hands at said Damariscotta, Maine this _____ day of June, A.D., 2023

Tom Anderson

Daryl Fraiser

Daniel Hunter

Joshua Pinkham

Andrea Keushguerian

Select Board
Damariscotta, Maine

Attest: Andrew Dorr, Town Manager_ _____

2024 MUNICIPAL PROPERTY TAX LEVY LIMIT WORKSHEET

Municipality: Damariscotta Contact Person*: Andrew Dorr Phone Number: (207) 563-5168

*** The Contact Person should be able to answer clarifying questions about the reported information.**

The following two pages show how to calculate your municipality's property tax levy limit. Completing these pages is not mandatory, but doing so will help ensure that your municipality complies with Maine law on the rate of property tax increases. Information on new property, appropriations, and deductions should be collected from the assessor and the valuation book before completing these pages.

Calendar Year Municipalities - For communities with "calendar year" budgets, the use of the term 2022 refers to the budget year that ended at the end of 2022 or early 2023. The use of the term 2023 refers to the budget year that will end at the end of 2023 or in early 2024.

Fiscal Year Municipalities – For communities with "fiscal year" budgets, the use of the term 2023 refers to the July 1, 2022 to June 30, 2023 budget year. The use of the term 2024 refers to the July 1, 2023 to June 30, 2024 budget year.

LAST YEAR'S (2023) MUNICIPAL PROPERTY TAX LEVY LIMIT

This is the portion of 2023 property tax revenue used for municipal services.

- If last year the municipality committed LESS THAN or EQUAL TO the limit, enter last year's **limit** on Line 1 below.
- If last year the municipality voted to EXCEED the limit ONCE (just last year), enter last year's **limit** on Line 1 below.

1. **LAST YEAR'S MUNICIPAL PROPERTY TAX LEVY LIMIT** \$1,752,768.00

OR

- If last year the municipality voted to INCREASE the limit PERMANENTLY, complete Steps A-D below. The information needed for this calculation is on the *Municipal Tax Assessment Warrant*, filed in the Valuation Book.

A. Last year's Municipal Appropriations (2023 <i>Municipal Tax Assessment Warrant</i>)	<u>\$3,409,678.00</u>
B. Last year's Total Deductions (2023 <i>Municipal Tax Assessment Warrant</i>)	<u>\$1,236,228.78</u>
C. If necessary, enter any revenue included in Total Deductions that paid for non-municipal appropriations, such as schools. (If all deductions paid for municipal appropriations, enter "0".)	<u>\$0.00</u>
D. Add Lines A and C, and subtract Line B. Enter result on Line 1 above.	<u>\$2,173,449.22</u>

CALCULATE GROWTH LIMITATION FACTOR

- Each municipality's Growth Limitation Factor is based on local property growth and statewide income growth.

2. Total New Taxable Value of lots (splits), buildings, building improvements, and personal property first taxed on April 1, 2023 (or most recent year available)	<u>\$3,433,410</u>
3. Total Taxable Value of Municipality on April 1, 2023 (or most recent year available)	<u>\$356,413,882</u>
4. Property Growth Factor (Line 2 divided by Line 3)	<u>0.0096</u>
5. Income Growth Factor (provided by the Department of Administrative & Financial Services)	<u>0.0431</u>
6. Growth Limitation Factor (Line 4 plus Line 5)	<u>0.0527</u>
7. Add 1 to the Growth Limitation Factor calculated in Line 6. (For example, if Line 6 is 0.0362, then enter 1.0362 on Line 7.)	<u>1.0527</u>

2024 MUNICIPAL PROPERTY TAX LEVY LIMIT WORKSHEET

CALCULATE 2023-2024 CHANGE IN REVENUE SHARING (previously "NET NEW STATE FUNDS")

- Determine if revenue sharing increased or decreased. Years refer to municipal fiscal year.

8.	2023 Municipal Revenue Sharing	\$317,991
9.	2024 Estimated Municipal Revenue Sharing	\$364,709
10.	If Line 8 is greater than Line 9, then calculate Line 8 minus Line 9. Enter result at right; skip Line 11.	_____
11.	If Line 9 is greater than Line 8, then complete 11A & 11B below.	
	A. Multiply Line 8 by Line 7.	\$334,760
	B. Calculate Line 9 minus Line 11A. If result is negative, enter "0".	\$29,949

CALCULATE THIS YEAR'S (2024) MUNICIPAL PROPERTY TAX LEVY LIMIT

- This year's Property Tax Levy Limit is last year's limit increased by the Growth Factor and adjusted for revenue sharing.

12 Apply Growth Limitation Factor to last year's limit. (Line 1 multiplied by Line 7) \$1,845,197

13 THIS YEAR'S MUNICIPAL PROPERTY TAX LEVY LIMIT

If Line 9 is greater than Line 8 (revenue sharing increased), you MUST subtract Line 11B from Line 12. This is required.

OR If Line 9 is less than Line 8 (revenue sharing decreased), you MAY add Line 10 to Line 12. This is optional.

- Enter result at right. \$1,815,248

CALCULATE THIS YEAR'S (2024) MUNICIPAL PROPERTY TAX LEVY

- The information needed for this calculation is on the 2023 *Municipal Tax Assessment Warrant*, filed in the Valuation Book. Use estimates if necessary.

A.	This year's Municipal Appropriations (2024 <i>Municipal Tax Assessment Warrant</i>)	\$ 3,654,084.00
B.	This year's Total Deductions (2024 <i>Municipal Tax Assessment Warrant</i>)	\$ 1,241,508.50
C.	If necessary, enter any revenue included in Total Deductions that paid for non-municipal appropriations, such as schools. (If all deductions paid for municipal appropriations, enter "0".)	\$ -
14	THIS YEAR'S MUNICIPAL PROPERTY TAX LEVY (Add Lines A and C, and subtract Line B)	\$ 2,412,575.50

15 COMPARE this year's MUNICIPAL PROPERTY TAX LEVY to the LIMIT (Line 13 minus Line 14) **(\$597,327)**
 (If the result is **negative**, then this year's municipal property tax levy is greater than the limit and a vote must be taken.)

16 Did the municipality vote to EXCEED the limit ONCE (just this year)? NO YES
 (Voting to exceed the limit means the municipality will calculate next year's limit based on line 13.)

If "yes", please describe why:

17 Did the municipality vote to INCREASE the limit PERMANENTLY (for current and future years)? NO YES
 (Voting to increase the limit means the municipality will calculate next year's limit based on line 14.)

If "yes", please describe why:

2024 MUNICIPAL PROPERTY TAX LEVY LIMIT WORKSHEET



Midcoast
H U M A N E

Midcoast Humane
5 Industrial Parkway
Brunswick, ME 04011
(207) 449-1366

June 8, 2023

Town of Damariscotta
21 School St.
Damariscotta, ME 04543

Dear Andrew Dorr,

Enclosed please find the 2023/24 fiscal year contract for shelter services and the corresponding invoice. Please return one signed copy of the contract by mail or email to me along with an updated copy of any local ordinances that will have a bearing on our services.

It continues to be an exciting year for Midcoast Humane.

- The Bath-Brunswick Regional Chamber named Midcoast Humane *Small Business of the Year*. To watch the video conversation with our Executive Director, Jess Townsend, and Van highlighting our organization please visit <https://www.youtube.com/watch?v=A17OHTLMO6w>.
- For the first time in three years, Midcoast Humane will hold its annual Save a Stray 5K Walk/Run in Freeport. We hope many of you and your residents will join us for this event on August 19th.
- Midcoast Humane is again scheduling low cost wellness and spay/neuter clinics. Please tell your residents to check our website for these services.
- Midcoast Humane continues to run a Pet Pantry and provide Public Assistance Funds in an effort to keep companion animals in their homes.

Between July 1, 2022 and May 31, 2023, over 3,500 companion animals came to us for care. We adopted out 777 dogs, 1,579 cats, and 127 small animals. We returned 224 dogs, 94 cats, and 3 small animals to their owners. This is all possible because of the support of our communities and we thank you.

Please feel free to contact us with any ideas for events in your community or with any questions.

Sincerely,

Ruth Glaeser
Finance Director, ext. 104
rglaeser@midcoasthumane.org



Midcoast Humane and Town of Damariscotta Agreement for Services

This agreement, made and entered into by and between the Town of Damariscotta, Maine, a municipal corporation hereinafter referred to as the Municipality, and Midcoast Humane, a non-profit corporation established under the laws of the State of Maine, hereinafter referred to as MH. This agreement will cover the contract period beginning July 1, 2023, and ending June 30, 2024.

MH and the Municipality, in consideration of the payments set forth in Section X below, agree as follows:

I. Services to be provided

The services to be performed under this Agreement are for animal shelter management services in accordance with the terms, conditions and specifications contained or referenced herein.

1. MH will furnish, manage and operate animal shelter facilities located at 5 Industrial Parkway, in Brunswick, Maine. MH shall be responsible for the day-to-day custodial care of the shelter facility and grounds, including the removal of litter and debris from outdoor areas and for use of all utilities, including, without limitation, electric, gas, water, oil, sewage and telephone.
2. MH will provide adequate food, water, shelter, space, care, treatment and transportation for small domestic companion animals which come into its custody through the following:
 - A. Animals that are voluntarily surrendered by residents of the Municipality.
 - B. Stray animals and impounded animals that are apprehended by the Municipality's Animal Control Officer or authorized employees of the Municipality.
 - C. Stray animals that are found by residents of the Municipality and are brought to MH by such residents.
3. The Municipality is obligated to pick up stray dogs and stray cats and deliver those animals to MH. ("Stray cat" means a cat that is not under the obvious control of an individual, which is reported as being at large for at least two days, and which may appear not to be properly cared for.)
4. A duly authorized representative of the Municipality, customarily the Municipality's Animal Control Officer, hereinafter referred to as the Representative, will be furnished a security code and key to MH's isolation area for the purpose of delivering animals during hours when MH is not open to the public. The Representative delivering animals to the

isolation area shall complete all required paperwork. The Municipality shall at all times provide MH with the name of its Representative and contact information and shall notify MH of any changes. The Municipality shall be responsible for obtaining the key from any former Representative and providing such key to its current Representative.

5. In the event that the Representative delivers an animal to MH, the Municipality shall be responsible for notifying the animal's owner of such impoundment and disclosing the owner's name and address to MH. The Municipality shall be responsible for collecting all fines imposed upon the animal's owner by the Municipality for violation of animal welfare offenses. MH shall release the animal to its owner only upon proof of such payment of all fines and fees, as well as upon the payment by the Municipality or the animal's owner to MH of any fees assessed by MH, as stated below.
6. All animals that are brought to MH by a Representative shall not be removed from MH by a Representative other than upon the written authorization of MH.
7. Any Representative that picks up sick or injured animals must call MH to see if a veterinarian is on premises before bringing said animals to MH. If no veterinarian is at MH, the animals must be brought to a different veterinary clinic or like facility for care. If a MH veterinarian is on premises, the veterinarian will give his/her recommendation on whether MH is able to treat the animal or whether it needs to be transported to another veterinary clinic or like facility. The Municipality acknowledges that MH may be limited in its ability to treat all injuries due to limited space or lack of equipment (e.g., x-ray machine, etc.). MH, in its sole discretion may elect to refuse or accept delivery of sick or injured animals and procure the veterinary care it deems necessary and appropriate. Municipality agrees to reimburse MH for the costs of emergency and required veterinary care within ten (10) days from the receipt of an invoice. At no time will the Municipality deliver any injured animal to the shelter during hours other than regular business hours unless municipality has made prior arrangements with MH. The cost of transporting animals that cannot be treated at MH, as well as the cost of such treatment at another veterinary clinic, will be borne by the Municipality if such costs are incurred during the mandatory waiting periods as required by State of Maine statutes.
8. MH will be responsible for finding "forever homes" and placement for all animals in its care. Whenever the ownership of an animal is ascertained, MH shall make a reasonable effort to notify the owner of the animal within 24 hours of determining the animal's owner.
9. In the event that euthanasia is required for reasons of public safety or welfare or in satisfaction of any obligation of the Municipality, MH shall be responsible for the humane euthanasia of any animal in its care using methods approved by the State of Maine.
10. MH will maintain regularly scheduled business hours at the animal shelter for the convenience of the public and for the purpose of transacting business in connection with the duties under this agreement and for the purpose of receiving animals or for accepting applications for the redemption of impounded animals. From time to time, MH may close due to weather conditions, staff training, or other unforeseeable circumstances. Notice of any closings will be provided to the public as far in advance as possible.

11. MH will appoint competent and qualified agents for the carrying out of the responsibilities under this agreement, such agents to be responsible to the MH Board of Directors.
12. MH contact personnel, available to the Municipality during regular MH business hours, are as follows:
 - Jess Townsend, Executive Director, Office: 207-449-1366, ext. 101In the event that this person is no longer employed by MH, MH will notify the Municipality and furnish the Municipality with the contact information for their successors.
13. MH shall provide systems to monitor medical and other information on each shelter animal.
14. On request of a resident of the Municipality, MH shall provide a list of the names and telephone numbers of the Municipality's Animal Control Officer(s) and animal care providers who are available and on call for emergency services.
15. MH alone retains sole discretion to refuse delivery of one or more animals where such delivery renders MH unable to provide appropriate housing and/or disposition of delivered animals.

II. Ownership of dogs

MH will adhere to the mandatory waiting periods and ownership requirements for uncontrolled dogs as articulated in Title 7 M.R.S.A. §3913 and any amendments thereto.

III. Ownership of cats

MH will adhere to the mandatory waiting periods and ownership requirements for stray cats as articulated in Title 7 M.R.S.A. §3919 and any amendments thereto.

IV. Public service programs

MH shall provide at its sole cost and expense the following services:

1. A reduced-cost spay-neuter program for any animal owned by a resident of the Municipality, except that, in the event that 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.
2. A volunteer program to encourage support for MH and its operation of the shelter.
3. Events designed to promote animal adoptions and to educate the public about animal welfare and the benefits of sheltering in general.
4. An adoption program designed to ensure that MH identifies and secures humane, permanent homes for the animals under its care.

5. 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 Town of Damariscotta agrees to work with MH and the community to permit and encourage TNR as the preferred method of dealing with feral cats. MH will accept confined stray cats, but recommends that cats believed to be strays be given a few days to return to their homes before they are fed or confined and considered to be lost or homeless.

V. Adoption fees and recordkeeping

1. MH will collect all adoption fees and shall keep proper financial records to account for same. MH will permit the Municipality, at all reasonable times, to inspect and audit such records and shall make such reports of funds received as required by statute or regulation.
2. MH shall keep full and accurate records of all animals taken into custody, showing the date, place, reason and manner whereby animals were brought into custody, with a description of the animal and a record of its final disposition.

VI. Indemnification

1. The Municipality shall indemnify and hold harmless MH, its employees, directors, officers and agents from all demands, claims, causes of action or judgments, and from all expenses that may be incurred in investigating or resisting the same, arising from, or growing out of, any act or neglect of the Municipality, its employees, contractors or agents, in connection with the seizure, transportation or maintenance of stray dogs and cats during the mandatory waiting periods prescribed in Title 7 M.R.S.A. §3913, 3919 and 3919-A.
2. MH will indemnify and hold harmless the Municipality, its employees, directors, officers and agents from all demands, claims, causes of action or judgments, and from all expenses that may be incurred in investigating or resisting the same, arising from, or growing out of, any act or neglect of MH, its employees, contractors or agents, in connection with the operation of MH.

VII. Insurance

MH shall procure and maintain during the term of this agreement 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, whether such services be by MH, by any subcontractor, or anyone employed directly or indirectly by either of them.

VIII. Agreement not assignable

MH shall not have the right, authority, or power to sell, mortgage, or assign this agreement or the powers granted to it, or any interest therein, nor any right, power or authority to allow or permit any other person or party to have any interest in the services outlined in this agreement without the written consent of the Municipality.

IX. MH's independent capacity from Municipality

MH, its officers, employees, directors, agents and volunteers shall act independently of Municipality and not as officers, employees, agents or volunteers of Municipality.

X. Payment

1. In compliance with the terms and conditions of this agreement, the Municipality shall agree to pay the following to MH for the performance of its obligations and responsibilities:

The annual agreed payment shall be computed on the basis of \$1.45 per capita of the human population of the Town of Damariscotta. For purposes of this computation, MH has relied on the population count as reported in the 2020 census – 2,297 residents. Accordingly, based on the Town of Damariscotta's 2020 census, the Municipality shall pay MH a flat annual fee of \$3,330.65.

2. Services NOT covered by the above computation that would result in additional payments to MH may include, but are not necessarily limited to:

- A. 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.
- B. Instances in which, because of a pending legal action, an animal is boarded at MH at the request of the Municipality or the County for a period in excess of six days, beginning on and including the day of acceptance. In such instances, beginning on the seventh day, 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 intends to only pay the fees listed in Title 7 M.R.S.A §3919-C.
- C. 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 furnished outside MH as described above in this agreement.
- D. 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 furnished outside MH as described above in this agreement.

- E. Instances in which, because of a pending legal action, an animal is boarded at MH at the request of the Municipality or the County for a period in excess of six days, beginning on and including the day of acceptance, the Municipality shall be responsible for the payment of all veterinary services furnished outside MH as described above in this agreement.
- F. In the case of seizures due to cruelty and/or neglect, costs and fees for animal care are the Municipality's responsibility.
- G. 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.

XI. Agreement terms

It is mutually understood and agreed by the parties hereto that this agreement shall continue in effect for a period of one year as set forth above. However, it is fully agreed that this agreement may be terminated by either party upon 90 days written notice to the other party of an intention to terminate this agreement or enter into a new agreement.

It is mutually understood and agreed by the parties hereto that the Municipality will defend this agreement with all due and proper diligence should it be challenged by any action in law. This agreement is intended by the parties hereto as the final and exclusive expression of the provisions contained in this agreement, and it supersedes and replaces any and all prior or contemporaneous agreements and understandings, oral or written, in connection therewith, between the parties hereto. This agreement may be modified or changed only upon the written consent of the parties hereto.

In the performance of this agreement, the Municipality shall abide by all MH regulations as they presently exist and as they may hereafter be amended.

XII. Applicable law

The parties hereto agree that this agreement shall be construed and governed by the laws of the State of Maine and that, in the event of a conflict between the provisions of this agreement and any State of Maine statute, the State of Maine law will control, with the exception that, in the event that any animal boarding rates contained herein are in excess of any State of Maine statutory rates, the rates contained herein will control. Boarding fees, as stated above, reflect the State of Maine's fees as listed in Title 7 M.R.S.A §3919-C in addition to the cost of staffing and observation borne by MH. MH reserves the right to refuse boarding of animals for any Municipality that intends to pay only the fees listed in Title 7 M.R.S.A §3919-C.

MH agrees that all animal shelter management services performed for the Municipality shall be performed in full compliance with the applicable Federal and State of Maine laws, regulations and guidelines for such services.

It is understood and agreed by the Municipality and MH that, in the event the Municipality's Animal Control Ordinances are revised in such a way as to cause a substantial increase in the level of services to be performed by MH under this agreement, then such revisions shall not be covered by this agreement and the parties shall enter into negotiations regarding amendments to this agreement to address such revisions.

In witness whereof, the parties signify their acceptance of this agreement by their execution below.

Town of Damariscotta, Maine

By: _____ Date: _____
Authorized Representative

_____ Date: _____
Print Name and Title

_____ Date: _____
Witness Signature

MIDCOAST HUMANE

By:  Date: 6/8/23
Jess Townsend, Executive Director

 Date: 6-8-23
Witness Signature

