

PRIOR TO START
Recognition of Joel Lind for his 9 years of service on the Select Board

Select Board & Board of Assessors Meeting - Agenda
June 10, 2024, 7:00pm
Harriet Gertrude Bird Clubhouse, 619 Sheepscot Road

- 1. Call to Order**
- 2. Amendments to the Agenda**
- 3. Minutes of the previous meetings**
 - a. May 28, 2024
- 4. Public Comments on Items Not on the Agenda**
- 5. New Business**
 - a. Modification of Town Office Hours
 - b. Liquor License for Newcastle Publick House
 - c. Investment Policy
 - d. Marine Law Enforcement Service Agreement
 - e. Budget presentation divvy up for Annual Town Meeting
- 6. Unfinished Business**
- 7. Town Manager Report and Communications**
- 8. Fiscal Warrants**
 - a. FY24 Twenty-third AP Warrant: \$43,986.75
- 9. Executive Session**
 - a. None
- 10. Future Agenda Items**
 - a. Newcastle Climate Action Resolution
 - a. Harbor Management Ordinance
 - b. Shellfish Conservation Ordinance
 - c. Fish Ladder Agreement
 - d. Ground Lease Agreement
- 11. Adjournment of Meeting**

Manager commentary for June 10th, 2024 Agenda packet items

5. New Business Items: This location on the agenda is meant for items that have not previously been put before the Select Board. Ideally, they are placed here as an introduction and for in-depth discussion before a final draft is later presented as an Unfinished Business item at a future meeting. However, if the new item is time sensitive or the Select Board has no issue with the item as presented, the Board may choose to vote on the item.

New Business Item: **5A – Modification of Town Office Hours**

Manager's Commentary: Staff have brought forward a proposal to, like many other towns in the region and around the state, transition to a 4-day workweek office. They've presented transaction totals for all the Fridays for the past 2.5 years as well as the M-Th data for this calendar year to date. Albeit we're currently only open to the public 4.5 hours on Friday, it is the lowest day in terms of transactions (average 9.8) vs Mondays with the highest average of 41 transactions. If you exclude the Fridays that have been dates when taxes are due, that average drops to 7.6. Staff have prepared a list of surrounding communities and their hours (See [PAGE 7](#)). They've presented three options in order of preference:

- Option 1 Open 7:30-4 Monday thru Thursday
- Option 2 Open 7:30-4:30 Monday thru Thursday
- Option 3 Hours stay the same

Full-time staff currently work 38.5 hours per week. Option 1 would have staff in the office at 7:15am, making it a 35-hour work week. Option 2 would also have staff in at 7:15am, but would add half an hour at the end of each workday to make it a 37-hour work week. There was no discussion of a reduction of salaries related to this change, but all staff understand that working additional hours beyond the open hours does not translate to any comp time until after the 40-hour mark has been reached. We have a good group of employees and I do believe that long-term this would be a good decision related to both retention and recruitment.

A Possible Motion: ***"To approve the shift in hours for the Town Office to be open to the public Monday through Thursday 7:30am to 4:30pm starting the first Monday in July 2024."***

New Business Item: **5B – Liquor License for Newcastle Publick House**

Manager's Commentary: Newcastle Publick House is going to be transferring ownership. See [PAGE 8](#) for their application requiring the town's signature. Nothing else about this is changing related to the state's application on the new liquor license – seems more like a renewal - so this led to some research on state law.

Title 28-A §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, applications for transfer of location of existing on-premises licenses and applications for common consumption area 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.

My take on this is that the Select Board has the authority to waive the need for a public hearing in this case (which would require notice in the paper and would push this to the June 24th meeting). The applicant is requesting your support in a waiver as he would like to have assurances in place before taking ownership and have the ability to pay employees (who are staying on from the prior owner).

A possible motion: ***“To waive the need for a public hearing of a new liquor license due to new ownership by Black Warrior, Inc. at the same location under the same name and to approve the application.”***

Unfinished Business Item: **5C – Investment Policy**

Manager’s Commentary: The Finance Committee met on May 30th in part to review and discuss a revised Investment Policy. The red-line ([PAGE 19](#)) and clean version ([PAGE 23](#)) are provided for your consideration. The Finance Committee unanimously recommended its acceptance. I’ve provided a possible motion if there are no needed changes, and the Board would like to move forward with its approval.

A Possible Motion: ***“To approve the revised Investment Policy as presented.”***

Unfinished Business Item: **5D - Marine Law Enforcement Service Agreement**

Manager’s Commentary: On [PAGE 28](#) is a contract with the Lincoln County Sheriff’s Office for our joint Shellfish Warden. I did not have a chance to amend this one before my counterpart took to the Board and received authorization to sign. I will look to modify this contract for calendar year 2025.

A Possible Motion: ***“To authorize the Town Manager to sign the Marine Law Enforcement Services Agreement with the Lincoln County Sheriff's Office for calendar year 2024.”***

Unfinished Business Item: **5E – Budget presentation divvy up for Annual Town Meeting**

Manager’s Commentary: Reviewing the Warrant approved at the [April 22 Select Board meeting](#) starting on page 30 in the link, Articles 9-15 represent the elements of the expenditure budget that historically individual Select Board members have taken ownership in explaining.

Article 09 – General Government	\$735,168
Article 10 – Community and Public Services	\$202,864
Article 11 – Planning and Development	\$90,671
Article 12 – Public Safety	\$282,391
Article 13 – Public Works	\$812,450
Article 14 – Transfers to Reserves	\$1,058,035
Article 15 – Debt Service	\$249,857

7 articles, 5 board members. Equity in amounts? Complexity of changes? IE – debt service will be easy and quick to explain. Transfers and a more in-depth conversation about road capital and other reserve accounts may take some time. I will come to the meeting with some additional ideas/thoughts. I hope you do too!

Fiscal Warrants: **8A – FY24 Twenty-third AP Warrant**

Manager Commentary: The AP Warrant can be found starting on [PAGE 34](#).

A Possible motion: ***“To approve the twenty-third FY24 AP Warrant for \$43,986.75.”***

Select Board & Board of Assessors Meeting - Minutes
May 28, 2024, 7:00pm
Fire Station Community Room, 86 River Rd

Present Board Members: Karen Paz, Joel Lind, Tor Glendinning, Thomas Kostenbader, Rufus Percy
Town Staff: Kevin Sutherland, Town Manager

Minutes transcribed by Emma McKearney, Deputy Town Clerk.

- 1. Call to Order:** Meeting started at 7:04pm.
- 2. Amendments to the Agenda**
- 3. Minutes of the previous meetings**
 - a. May 13, 2024: Joel made a motion to approve the minutes from the May 13, 2024, meeting as written. Motion was seconded by Rufus. Motion passed 4, 1 abstain.
- 4. Public Comments on Items Not on the Agenda**
- 5. New Business**
 - a. **Harriet Gertrude Bird Clubhouse and Playground Committee Bylaws:** The Committee met to create the bylaws recently. Town Manager reviewed current roles of Committee members and Town Staff as discussed during the meeting including next steps in re-establishing the Harriet Gertrude Bird Clubhouse and Playground Committee. Joel made a recommendation to remove “shall” in the membership section. *Joel made a motion to approve the drafted bylaws for the Harriet Gertrude Bird Clubhouse and Playground Committee as amended. Motion was seconded by Thomas. Motion passed unanimously.*
 - b. **Fish Ladder Project to Treat/Remove Knotweed:** Bob Barkalow was present to speak to his Variance Permit Request to the State to treat knotweed along the Damariscotta Mills Fish Ladder. Bob reviewed how his company treats knotweed with cut-stump treatment. Bob clarified that the application won’t start until after the fish has finished running. *Tor made a motion to authorize Damariscotta Mills Consulting, Inc. to administer treatment as prescribed in the Application for Variance Permit on Town owned property. Motion was seconded by Thomas. Motion passed unanimously.*
- 6. Unfinished Business**
 - a. **Update on Lynch Road Minor Span:** Marisol Rodriguez, the Town’s liaison from FEMA, was present to provide an update on the Lynch Road Minor Span alongside Town Manager. The Town is currently waiting on a check from the State to be dispersed to the Town for debris clean up, emergency/temp repairs, management, and other qualifying needs related to the May Day storm of 2023. The Minor Span has been approved as a large project with mitigation dollars attached to the project. The next step we’re waiting for approval on, is the Environmental and Historical Preservation due to the potential for ground disturbance.
 - b. **VHB Engineering Proposal for Neck Bridge (South Dyer Neck Rd):** The Neck Bridge is not a State bridge due to its low vehicle volume. VHB has provided a cost to conduct a load rating to determine if the rating set by MDOT is reasonable. The neck bridge was built in 1988. *Tor made a motion to authorize the Town Manager to sign a contract with VHB to perform a load rating on Neck Bridge. Motion was seconded by Rufus. Motion passed unanimously.*
 - c. **Legislative Policy Committee Nomination:** Joel made a motion to nominate Tor Glendinning to serve on Maine Municipal Association’s Legislative Policy Committee to represent the communities in Senate District 13. Motion was seconded by Karen. Motion passed unanimously.

- 7. Town Manager Report and Communications:** Town Manager reviewed his report. Topics discussed included: Community Meeting #1 for Village Partnership Initiative happened last week and there was a low turnout but good conversations, the Community Resilience Partnership will be holding a community meeting on June 1 at 2pm in the Lincoln Academy ATEC Building, and the State Primary and Municipal Election will be on June 11. The June 10 Select Board meeting will be held at the Harriet G Bird Clubhouse.
- 8. Fiscal Warrants**
- a. **FY24 Twenty-second AP Warrant: \$198,885.07:** Joel made a motion to approve the twenty-second FY24 Warrant for \$198,885.07. Motion was seconded by Tor. Motion passed unanimously.
- 9. Executive Session**
- 10. Future Agenda Items**
- a. **Fish Ladder Agreement**
b. **Ground Lease Agreement**
c. **Harbor Management Ordinance**
- 11. Adjournment of Meeting:** Joel made a motion to adjourn the meeting at 8:06pm. Motion was seconded by Tor. Motion passed unanimously.

Surrounding Towns Comparison - Business Hours				
Town	Business Hours	Total Hours Open to Public	Employee Workday	Population
Alna	Tues, Wed 10-2, Thur 9:30 - 5:30, Fri 8-12	20 hours	Same	710
Boothbay	M- Fri 8:30- 4:30	40 hours	Same	3003
Boothbay Harbor	M- Fri 8:30- 4:30	40 hours	Same	2027
Bremen	Tues, Wed, Thu and Fri from 8 - 2; Thursday from 8:00 - 6:00 (1st and 3rd Thursdays of the month only)	24 hours 2 weeks out of the month. 28 hours 2 weeks out of the month	Same	823
Bristol	Mon - Fri 8- 4	40 hours	Same	2834
Chelsea	Tues, Thur, Fri 8:30 - 4:30, Wed 8:30 - 6	33.5 hours	Same	2807
Damariscotta	Mon, Tue, Thur: 7:30- 5; Wed: 1:00 - 5:00	32.5 hours	7:30 - 5:30 M-Th	2297
Edgecomb	Tues 10-12 & 1-6; Thurs 10-12 & 1-5	13 hours	Same	1252
Jefferson	Mon 8 - 6, Tues - Thur 8 -5	37 Hours	Same	2427
Newcastle	Mon - Thur 8 - 4, Fri 8- 12	36 hours	7:30 - 4 M-Th, 7:30 -12 noon Fri	1848
Nobleboro	Mon - Thur 8 - 4:30	34 hours	Same	1791
South Bristol	Tues - Thurs 9 - 12, 12:30 - 4	19.5 hours	Same	1127
Southport	Mon 8-12:30 & 6-8; Tues -Thur 8-12:30	20 hours	Same	622
Union	1st & 3rd Tuesday until 6pm, M-TH 8-4 (closed for an hr lunch)	28 Hours	Same	2383
Waldoboro	Mon, Wed, Thurs 9-5; Tues 8 -6	34 hours	Same	5154
Warren	Mon, Tues Wed 8-5, Thur 8-6	37 hours	Same	3949
Westport Island	Tues 10-6; Wed - Thur 10-2	16 hours	Same	719
Whitefield	Mon - Tues 8 -4; Thurs 7-12 & 3-7; Fri 8-2	31 hours	Same	2408
Wiscasset	Mon - Thurs 7-5	40 hours	Same	3742

To name a few more, towns like Bath, Freyburg, Freeport, Gorham, Litchfield, South Portland, South Thomaston, and Winterport are also closed on Fridays.



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): Black Warrior Inc.	Business Name (D/B/A): Newcastle Public House
Individual or Sole Proprietor Applicant Name(s): Timothy Wheelock Cheney	Physical Location: 52 Main Street, Newcastle ME
Individual or Sole Proprietor Applicant Name(s):	Mailing address, if different: 107 Ridge Rd., Walpole ME 04573
Mailing address, if different from DBA address: 107 Ridge Rd., Walpole ME 04573	Email Address: tcheney@choopersguide.com
Telephone # Fax #: 772-321-0622	Business Telephone # Fax #: 207-563-3434
Federal Tax Identification Number: 99-3335344	Maine Seller Certificate # or Sales Tax #:
Retail Beverage Alcohol Dealers Permit:	Website address: https://www.newcastlepublichouse.com/

1. New license or renewal of existing license? ☒ New Expected Start date: June 25, 2024

☐ Renewal Expiration Date: _____

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

Food: NA Beer, Wine or Spirits: NA Guest Rooms: NA

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)

- | | | |
|--|---|---|
| <input type="checkbox"/> Restaurant
(Class I, II, III, IV) | <input checked="" type="checkbox"/> Class A Restaurant/Lounge
(Class XI) | <input type="checkbox"/> Class A Lounge
(Class X) |
| <input type="checkbox"/> Hotel
(Class I, II, III, IV) | <input type="checkbox"/> Hotel – Food Optional
(Class I-A) | <input type="checkbox"/> Bed & Breakfast
(Class V) |
| <input type="checkbox"/> Golf Course (included optional licenses, please check if apply)
(Class I, II, III, IV) | <input type="checkbox"/> Auxiliary | <input type="checkbox"/> Mobile Cart |
| <input type="checkbox"/> Tavern
(Class IV) | <input type="checkbox"/> Other: _____ | |
| <input type="checkbox"/> Qualified Caterer | <input type="checkbox"/> 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:

107 Ridge Rd, Walpole ME 04573

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
Timothy Wheelock Cheney		
Residence address on all the above for previous 5 years		
Name	Address:	
Timothy Wheelock Cheney		
Name	Address:	
Name	Address:	
Name	Address:	

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: Timothy Cheney Date of Conviction: _____

Offense: Drug related offences 1967-1970 Location: New Haven; Boston

Disposition: Probation

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: NA

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)

Restaurant - Dining room and bar 1st floor; Lounge 2nd floor with bar; Outdoor seasonal patio

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: Second Congregational Church, UCC

Distance: 350 Ft.

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: 6-4-24


Signature of Duly Authorized Person

Timothy Wheelock Cheney

Printed Name Duly Authorized Person

Signature of Duly Authorized Person

Printed Name of Duly Authorized Person

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.

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

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

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

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

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

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

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

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

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

E. A violation of any provision of this Title;

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

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

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

A. Repealed

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

4. Repealed

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

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

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

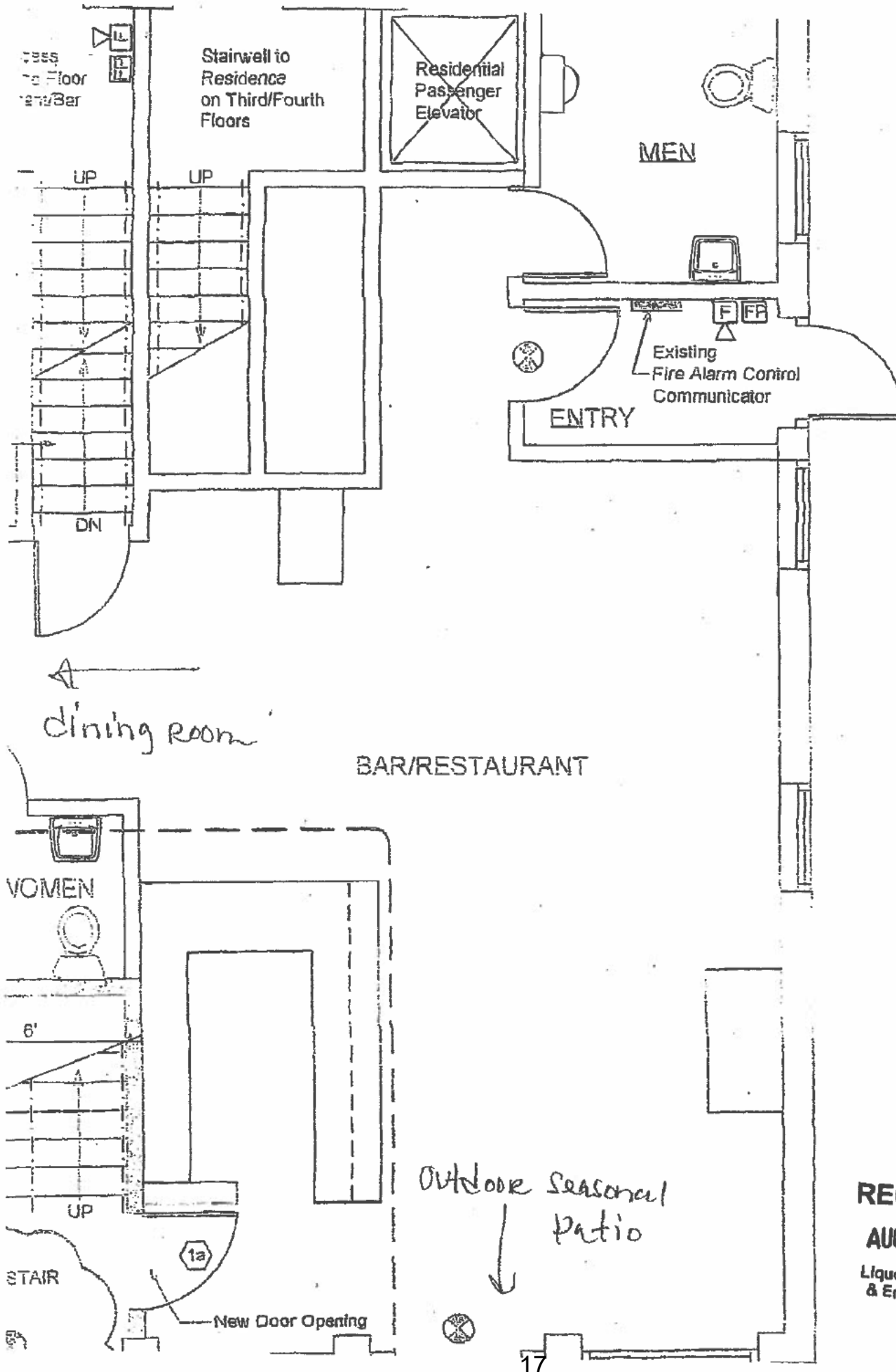
- The licensee/applicant(s) agrees to be bound by and comply with the laws, rules and instructions promulgated by the Bureau.
- The licensee/applicant(s) agrees to maintain accurate records related to an on-premise license as required by the law, rules and instructions promulgated or issued by the Bureau 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.

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



RECEIVED
AUG 24 2023
Liquor Licensing
& Enforcement

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: Black Warrior Inc.
2. Doing Business As, if any: Newcastle Publick House
3. Date of filing with Secretary of State: May 24, 2024 State in which you are formed: Maine
4. If not a Maine business entity, date on which you were authorized to transact business in the State of Maine:
5. List the name and addresses for previous 5 years, birth dates, titles of officers, directors, managers, members or partners and the percentage ownership any person listed: (attached additional pages as needed)

Name	Address (5 Years)	Date of Birth	Title	Percentage of Ownership
Timothy Wheelock Cheney			Owner	100%

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

TOWN OF NEWCASTLE
INVESTMENT POLICY
April 2024

POLICY:

It is the policy of the Town of Newcastle Maine ("Town") to invest its public funds in a manner which will provide safety of principal with a market rate of return consistent with the cash flow demands of the Town while conforming to all applicable Maine statutes, rules, and regulations, and local ordinances, governing the investment of public funds.

This investment policy applies to all financial assets of the Town, which funds are included in the annual audited financial report for the Town, including, without limitation:

- General Funds
- Special Revenue Funds
- Capital Project Funds
- Trust and Agency Funds
- Cemetery Funds, and
- Endowments (if any),

which shall be invested in accordance with Maine Revised Statutes Annotated, Title 30-A, Sections 5706 ~~-(5011-?)~~ and 5719 ("M.R.S.A. 30-A").

DELEGATION OF AUTHORITY:

Authority to manage the Town investments is the sole responsibility of the Town Manager who shall establish a written system of controls to ensure compliance with the terms and conditions of this Policy. The Town Manager may ~~seek the counsel and advice of the Town Board and Finance Committee (?), and may~~ delegate to the Town Treasurer and other Town employees such limited authority as may be necessary to execute specific investment transactions designated by the Town Manager.

ETHICS AND CONFLICTS OF INTEREST:

It is the policy of the Town of Newcastle that no Town employee or Town Board member shall derive any personal profit or gain, directly or indirectly, by reason of their service to the Town (direct compensation from their employment by the Town excepted). In the execution of the Town Manager's investment authority, due care shall be taken to avoid any transaction constituting a conflict of interest or appearance of a conflict of interest or any other unethical situation involving the personal business interests or investments of any Town employee ~~or (and Town Board Member?)~~, so that all investment transactions are impartial and not self-serving. The Town Manager shall deliver to the Town Board annually a written disclosure of any material financial interests in financial institutions that conduct business with the Town or in which Town employees may have an interest.

PROHIBITED INTERESTS:

No investment of Town funds shall be made in any instrument or institution in which a Town employee has any direct financial interest. Nor shall any Town employee accept any gift, gratuity, free personal service, or payment of any kind in consideration for the performance of their duties pursuant to this Policy. Employment of a Town employee or of an immediate family member of a Town employee shall not be considered a prohibited interest, unless such employment is conditioned or contingent upon the investment of Town funds in that institution.

Any Town employee involved in the investment of Town funds under the direction of the Town Manager shall refrain from any activity that could conflict with the proper execution of the Town investment program or which could impair or create the appearance of such a conflict. ~~(The last sentence about the Office of the State Treasurer looks like it came from a State document and likely shouldn't be included.)~~

AUTHORIZED FINANCIAL DEALERS AND INSTITUTIONS:

~~All investment transactions must be authorized by the Town Manager, in consultation with the Town Board, shall conduct all investment transactions.~~ In selecting financial institutions for deposits or securities for investment, the Town Manager, with the assistance of the Town Treasurer, shall review the financial institutions' or securities issuers' audited financial statements to confirm their compliance with the following criteria:

Broker/dealers:

1. Maintenance of sufficient net capital pursuant to the Securities and Exchange Commission Rule 15C3-1;
2. Capital of at least \$10,000,000, or capital of \$1,000,000 for firms incorporated in the State of Maine;
3. Registration as a dealer under the Securities and Exchange Act of 1934;
4. Membership in the Financial Industry Regulatory Authority (FINRA);
5. Registration to sell securities in the State of Maine;
6. Engagement in the business of effecting transactions in U. S. Government and Federal agency obligations for at least five consecutive years; and
7. Certification of having read, understood and agreement to comply with, the Town Investment Policy.

Banks must be FDIC insured and authorized to do business in the State of Maine as defined in Maine Revised Statutes, Title 9-B, Section 131.

AUTHORIZED INVESTMENTS:

The Town is authorized to make investments pursuant to M.R.S.A. 30-A.

COLLATERALIZATION:

Collateralization of accounts and deposits will be required only when exceeding an amount equal to 25% of capital, surplus, and undivided profits as defined in M.R.S.A. 30-A.

SAFEKEEPING AND CUSTODY:

~~A~~All security transactions, including collateral for repurchase agreements, entered into by the Town Manager shall be conducted on a “delivery vs. payment” basis. Securities will be held by a third-party custodian, or trust department designated by the Town Manager and evidenced by safekeeping receipts.

DIVERSIFICATION:

The Town Manager will diversify Town investments pursuant to M.R.S.A. 30-A.

MAXIMUM MATURITIES:

To the extent possible, the Town Manager will attempt to match investments with anticipated cash requirements. Unless matched to a specific cash flow, Town assets will not be directly invested in securities maturing more than four years from the date of purchase.

Investments may be made in securities maturing in 5 to 10 years provided the rate of return is guaranteed and all dividends are available for quarterly withdrawal. Trust and endowment funds may be invested in securities exceeding four years if the maturities of such investments are made to coincide as nearly as practicable with the expected use of the funds.

ACCOUNTING METHOD:

Investments will be carried on the Town’s books at fair market value, as required by Governmental Accounting Standards Board (GASB) Statement 31. Interest on securities will be credited to investment income at the time of sale or as it becomes available for withdrawal by the Town Manager, whichever is sooner. The values of investment securities will be accrued as of each fiscal year end.

EXTERNAL MANAGEMENT:

The Town Manager, with the approval of the Town Board, may contract with a qualified management company in order to benefit from portfolio diversification, credit research, full portfolio management, and economies of scale that are unavailable to the Town Staff. Any such contract will define the risks of the portfolio, ~~and~~

establish performance criteria for monitoring and evaluating results, and outline expected risk management responsibilities of the external money management company. Upon the advice of the contracted, qualified external money management company, the Town Manager may invest in corporate stocks, bonds or other debentures subject to the limitations of M.R.S.A. 30-A.

AMENDMENTS:

Any amendments to this Investment Policy must be made in writing and approved by the Town Board.

~~April 2024~~



Town of Newcastle Investment Policy

Policy:

It is the policy of the Town of Newcastle Maine (“Town”) to invest its public funds in a manner which will provide safety of principal with a market rate of return consistent with the cash flow demands of the Town while conforming to all applicable Maine statutes, rules, regulations, and local ordinances governing the investment of public funds.

This investment policy applies to all financial assets of the Town, which funds are included in the annual audited financial report for the Town, including, without limitation:

- General Funds
- Special Revenue Funds
- Capital Project Funds
- Trust and Agency Funds
- Cemetery Funds, and
- Endowments (if any),

which shall be invested in accordance with Maine Revised Statutes Annotated, Title 30-A, Sections 5706 - 5719 (“M.R.S.A. 30-A”).

Delegation of Authority:

Authority to manage the Town investments is the sole responsibility of the Town Manager who shall establish a written system of controls to ensure compliance with the terms and conditions of this Policy. The Town Manager may delegate to the Town Treasurer and other Town employees such limited authority as may be necessary to execute specific investment transactions designated by the Town Manager.

Ethics and Conflicts of Interest:

It is the policy of the Town of Newcastle that no Town employee or Select Board member shall derive any personal profit or gain, directly or indirectly, by reason of their service to the Town (direct compensation from their employment by the Town excepted). In the execution of the Town Manager's investment authority, due care shall be taken to avoid any transaction constituting a conflict of interest or appearance of a conflict of interest or any other unethical situation involving the personal business interests or investments of any Town employee or Town Board Member, so that all investment transactions are impartial and not self-serving. The Town Manager shall deliver to the Select Board annually a written disclosure of any material financial interests in financial institutions that conduct business with the Town or in which Town employees may have an interest.

Prohibited Interests:

No investment of Town funds shall be made in any instrument or institution in which a Town employee has any direct financial interest. Nor shall any Town employee accept any gift, gratuity, free personal service, or payment of any kind in consideration for the performance of their duties pursuant to this Policy. Employment of a Town employee or of an immediate family member of a Town employee shall not be considered a prohibited interest, unless such employment is conditioned or contingent upon the investment of Town funds in that institution.

Any Town employee involved in the investment of Town funds under the direction of the Town Manager shall refrain from any activity that could conflict with the proper execution of the Town investment program or which could impair or create the appearance of such a conflict.

Authorized Financial Dealers and Institutions:

All investment transactions must be authorized by the Town Manager. In selecting financial institutions for deposits or securities for investment, the Town Manager, with the assistance of the Town Treasurer, shall review the financial institutions' or

securities issuers' audited financial statements to confirm their compliance with the following criteria:

Broker/dealers:

1. Maintenance of sufficient net capital pursuant to the Securities and Exchange Commission Rule 15C3-1;
2. Capital of at least \$10,000,000, or capital of \$1,000,000 for firms incorporated in the State of Maine;
3. Registration as a dealer under the Securities and Exchange Act of 1934;
4. Membership in the Financial Industry Regulatory Authority (FINRA);
5. Registration to sell securities in the State of Maine;
6. Engagement in the business of effecting transactions in U. S. Government and Federal agency obligations for at least five consecutive years; and
7. Certification of having read, understood, and agreement to comply with, the Town Investment Policy.

Banks:

1. must be FDIC insured and authorized to do business in the State of Maine as defined in Maine Revised Statutes, Title 9-B, Section 131.

Authorized Investments:

The Town is authorized to make investments pursuant to M.R.S.A. 30-A.

Collateralization:

Collateralization of accounts and deposits will be required only when exceeding an amount equal to 25% of capital, surplus, land, and undivided profits as defined in M.R.S.A. 30-A.

Safekeeping and Custody:

All security transactions, including collateral for repurchase agreements, entered into by the Town Manager shall be conducted on a "delivery vs. payment" basis. Securities will be held by a third-party custodian, or trust department designated by the Town Manager and evidenced by safekeeping receipts.

Diversification:

The Town Manager will diversify Town investments pursuant to M.R.S.A. 30-A.

Maximum Maturities:

To the extent possible, the Town Manager will attempt to match investments with anticipated cash requirements. Unless matched to a specific cash flow, Town assets will not be directly invested in securities maturing more than four years from the date of purchase.

Investments may be made in securities maturing in 5 to 10 years provided the rate of return is guaranteed and all dividends are available for quarterly withdrawal. Trust and endowment funds may be invested in securities exceeding four years if the maturities of such investments are made to coincide as nearly as practicable with the expected use of the funds.

Accounting Method:

Investments will be carried on the Town's books at fair market value, as required by Governmental Accounting Standards Board (GASB) Statement 31. Interest on securities will be credited to investment income at the time of sale or as it becomes available for withdrawal by the Town Manager, whichever is sooner. The values of investment securities will be accrued as of each fiscal year end.

External Management:

The Town Manager, with the approval of the Select Board, may contract with a qualified management company in order to benefit from portfolio diversification, credit research, full portfolio management, and economies of scale that are unavailable to the Town Staff. Any such contract will define the risks of the portfolio, establish performance criteria for monitoring and evaluating results, and outline expected risk management responsibilities of the external money management company. Upon the advice of the contracted, qualified external money management company, the Town

Manager may invest in corporate stocks, bonds, or other debentures subject to the limitations of M.R.S.A. 30-A.

Amendments:

Any amendments to this Investment Policy must be made in writing and approved by the Select Board.

Date of Adoption:

Karen Paz
Chair

Joel Lind
Vice Chair

Tor Glendinning

Thomas Kostenbader

Rufus Percy

Legislative History

12-22-2014 - Originally enacted.

05-30-2024 – Revisions recommended by the Finance Committee

06-10-2024 – Revised version adopted by the Select Board

**AGREEMENT BETWEEN LINCOLN COUNTY AND
THE TOWN OF DAMARISCOTTA AND THE TOWN OF NEWCASTLE**

**"MARINE LAW ENFORCEMENT SERVICES"
(Shellfish Warden)**

THIS AGREEMENT effective as of January 01, 2024 by and between the COUNTY OF LINCOLN (hereinafter referred to as "Lincoln County") and the TOWNS OF DAMARISCOTTA and NEWCASTLE, bodies politic and corporate and having a place of business in the County of Lincoln and State of Maine (hereinafter referred as "the Towns").

WITNESSETH

WHEREAS, the Towns are desirous of contracting with Lincoln County for law enforcement services which are more particularly described herein; and

WHEREAS, Lincoln County is willing to provide said law enforcement services;

NOW, THEREFORE, in consideration of the mutual promises by each party to the other and other good and valuable consideration, the receipt of which is hereby acknowledged, the parties covenant and agree as follows:

1.SERVICES:

- ◆ One (1) Primary Sheriff's Deputy will be dedicated to the marine resources for the community. This Agreement will provide a deputy for random tides and for the enforcement of the Town's Shellfish Conservation Ordinance not to exceed 205 hours in calendar year 2024.
- ◆ The Primary Deputy is expected to accept calls related to his duties under this contract when he is not on duty and may conduct such business by phone.
- ◆ When the Primary Deputy is out for one (1) full week or more, the vacancy will be filled by Lincoln County for that period of time. When the Primary Deputy is out for a short-term vacancy of less than one week, the position will not be filled.
- ◆ The Primary Deputy will also be available for general law enforcement duties.
- ◆ The Primary Deputy will work as approved by a Lincoln County Sheriff's Office supervisor on a weekly basis. Due to the change in tides, the deputy's work schedule will flow with the tides.
- ◆ The Primary Deputy will be an employee of the Lincoln County Sheriff's Office, subject to the Sheriff's rules, regulations and orders. The deputy(ies) will also be governed by Lincoln County's Personnel Policies and, if a bargaining unit employee is used, the existing bargaining Agreement between Lincoln County and the Fraternal Order of Police.
- ◆ The Towns will provide and maintain all necessary and approved equipment and training. Approval for the purchase of equipment shall be granted by the Towns or its designee.

- ◆ Lincoln County, through the Sheriff's Office, shall provide the Towns documentation of hours worked by the Deputy on a quarterly basis to coincide with billing.
- ◆ The Towns grant Lincoln County any authority necessary to enforce the Shellfish Conservation Ordinance.

The Towns agree that the deputy(ies) assigned to duty(ies) under this contract in the Towns may leave the corporate limits of the Town only in order to respond to bona fide emergencies at the specific request of established law enforcement agencies. The Deputy or Deputies so responding shall return to duty in the Towns as soon as possible.

Lincoln County, through the Sheriff's Office, shall consult with the Towns a minimum of 14 days prior to permanent assignment of any deputy to Newcastle or Damariscotta or permanent re-assignment of any deputy out of the same. "Permanent" shall be considered any period of time exceeding 60 calendar days.

Lincoln County shall make all decisions regarding hiring and firing of the deputy(ies), provided, however, that Lincoln County shall replace the Primary Deputy only with an individual meeting the qualifications specified in the paragraph below and provided further that Lincoln County shall not reassign the Primary Deputy's employment before making provision for replacement of the Primary Deputy. Lincoln County shall allow and invite a representative from the Towns to participate in the selection of the Primary Deputy. Lincoln County shall provide a list of names and Towns of residence of all deputies providing services under this Agreement, and Lincoln County shall update the list within thirty (30) days of the change of any personnel affected.

The Towns agrees that all requests made by the Primary Deputy to the Towns pertaining to equipment, schooling, work schedule and other related matters will be referred to the administrators of the Sheriff's Office for approval. In addition, the Primary Deputy will meet the State requirements for Clam Conservation Wardens and boat handling courses as needed.

Lincoln County, through the Sheriff's Office, shall provide the Towns with written responses to citizen inquiries and complaints which are directed towards the Deputy(ies) when appropriate. Such responses shall be under the Sheriff's signature and shall be provided within 30 days of filing.

2. REPRESENTATION OF COUNTY

Lincoln County hereby represents and acknowledges that those services described in section 1 of this Agreement would not be provided through any appropriation of the annual Budget of Lincoln County, in the event this Agreement did not exist, and that they are supplementary to any services provided through any such appropriation.

3. TERM

Lincoln County agrees to provide the services specified in this Agreement for a period commencing January 01, 2024 and terminating December 31, 2024 unless this Agreement is earlier terminated as set forth in Section 10 hereof.

This contract is void for any Town on June 30, 2024 if the Town Warrant Articles submitted to voters and the June 2024 Town meeting, funding the contract through December 31, 2024 are not approved by voters.

4. ADDITIONAL PERSONNEL

If, in the judgment of Lincoln County, additional temporary law enforcement personnel are available during the term of this Agreement, Lincoln County agrees to provide the Towns with such additional personnel as the Towns may request, provided that within a reasonable time in advance of employment the Towns furnishes Lincoln County with a written statement of the required term of service for said additional personnel and agrees, in writing, to pay a cost computed at a rate consistent with that of Section 5 hereof.

5. COST

(A) For the term of this Agreement, the Towns shall compensate Lincoln County for work hours of the deputy(ies) for the enforcement of the Towns' Shellfish Conservation Ordinances not to exceed 205 hours or the total amount of \$5,000.00 for both Towns.

(B) Payments are to be made to the Treasurer of Lincoln County and mailed to the Lincoln County Finance Office at P.O. Box 249, Wiscasset, ME 04578 on a quarterly basis.

Administrative expenses that include the deputy(ies) fringe benefits (FICA, Workers Compensation, Unemployment, Medical, and Retirement benefits etc.) are included in costs outlined sections A and B above. Dispatching services by Lincoln County shall not be considered as expenses to be charged against the Town under this Agreement. Further, Lincoln County shall bear the sole responsibility of ensuring that all payments for direct and indirect expenses incurred by Lincoln County in performing services under this Agreement shall be made.

Lincoln County agrees that the deputy or deputies providing the services to the Towns shall be employee(s) of Lincoln County and not those of the Towns, and that Lincoln County shall be responsible for the payment of any compensation or indemnity to any such employee(s) because of injury or sickness arising out of his or her employment.

6 INDEMNIFICATION AND HOLD HARMLESS

The Towns hereby agrees to indemnify, save harmless and defend Lincoln County together with any officers, officials, managers, supervisory employees, as well as their agents, persons acting in their interests, predecessors, successors, subsidiaries, affiliates, attorneys, insurers and assigns, and any related or affiliated entity, from and against any and all liabilities, claims, penalties, forfeitures, suits and costs and expenses incident thereto on account of or in any way arising out of this Agreement.

7. STANDARD OF PERFORMANCE

The Towns and Lincoln County shall attempt to mutually resolve all issues pertaining to the nature of the services and conduct of the deputy(ies) performed under this Agreement, provided, however, that Lincoln County shall make the final determination on said issues. Lincoln County agrees to receive and consider, in good faith, all inquiries and requests made by the Town. All decisions pertaining to employment, discipline, and discharge of personnel, performance of duties and other personnel matters shall remain exclusively with Lincoln County.

8. JOB DESCRIPTION(S)

A copy of all relevant Job Descriptions for Town and County positions shall be attached to and be made a part of this Agreement.

9. ARBITRATION

- (A) In the event of dispute between the parties, either party may request arbitration to resolve such dispute. Such election for arbitration shall be conclusively evidenced by the filing of a written demand for arbitration with the opposing party. This demand for arbitration shall be made within thirty (30) days after the claim, dispute or other matter in question has arisen, and in no event shall it be made when institution of legal or equitable proceedings based on such claim, dispute or other matter in question would be barred by the applicable statute of limitations.
- (B) The arbitrator shall be Justice J. David Kennedy of Eaton Peabody in Brunswick, Maine. Should Justice Kennedy be unable to serve, he shall appoint another arbitrator for which no conflict exists.
- (C) All parties shall send a representative to the arbitration empowered to make a full settlement and represent the party in arbitration.
- (D) The claim, dispute or other matter shall be submitted to the arbitrator and the arbitrator shall render its decision within thirty (30) days from the close of the hearing.

(E) All costs of the arbitration shall be born equally by each party.

(F) The decision of the arbitrator shall be final and conclusive between the parties.

10. TERMINATION

(A) This Agreement shall expire on December 31, 2024 unless earlier terminated in accordance with paragraph (B) of this Section 10 or unless extended as set forth in Section 11 hereof. The County, through the Sheriff's Office, agrees to provide the Town with any proposed renewal contract at least sixty (60) days prior to expiration.

(B) Either party can terminate this Agreement, at any time, by providing the other party with a written notice of termination not fewer than sixty (60) days prior to the date specified for termination in said notice.

11. EXTENSION

Unless terminated on notice, as provided in Section 10 above, rights and privileges herein granted, together with all other provisions of this Agreement, shall continue in full force and effect, subject to necessary adjustment of any added cost factors, for an additional period of thirty (30) days from the date of expiration heretofore mentioned, unless either party, at least ten (10) days prior to said date of expiration, shall notify the other party in writing that it does not desire the Agreement to be extended for such an additional period.

12. ENTIRE AGREEMENT

This instrument embodies the entire Agreement of the parties. There are no promised terms, conditions, or obligations other than those contained herein; and this Agreement shall supersede all previous communications, representations or Agreements, either verbal or written, between the parties hereto.

IN WITNESS WHEREOF, the TOWNS OF DAMARISCOTTA and NEWCASTLE, by order duly adopted by their Selectmen, has caused this Agreement to be signed by the Selectmen of each TOWN and the COUNTY OF LINCOLN, has caused this Agreement to be subscribed by the Chairman of said Board and the seal of said Board to be affixed thereto and attested by the Clerk of said Board, all as of the day and year first above written.

SIGNED, SEALED AND DELIVERED

IN THE PRESENCE OF: COUNTY OF LINCOLN

DATE:

BY:

CHAIRMAN
COUNTY COMMISSIONERS

DATE:

BY:

SHERIFF


SIGNED, SEALED AND DELIVERED

IN THE PRESENCE OF: TOWN OF DAMARISCOTTA

DATE:

6-5-24

BY:


TOWN MANAGER

IN THE PRESENCE OF:

TOWN OF NEWCASTLE

DATE:

BY:

ATTEST:

Jrnl	Invoice Description	Reference			
Description	Account	Proj	Amount	Encumbrance	
00348 AT&T MOBILITY					
0660 Fire Chief's Phone	Wireless				
Fire Chief Phone	E 105-05-09		44.76	0.00	
PUB SAFETY	- FIRE DEPT / PHONES				
Vendor Total-			44.76		
00033 CENTRAL MAINE POWER CO					
0660 Various Electric Accounts					
35013844770 - STR LIGHTS	E 105-57-02		102.02	0.00	
PUB SAFETY	- INFRASTRUCT / ST. LIGHTS				
35011641467 - F.D.	E 105-66-02		169.92	0.00	
PUB SAFETY	- FIRE STA/COM / ELECTRICITY				
30012720394 - AC HL STR L	E 105-57-02		40.81	0.00	
PUB SAFETY	- INFRASTRUCT / ST. LIGHTS				
Vendor Total-			312.75		
00074 COLBY & GALE					
0660 Propane / Fuel					
SHEEPSCOT STATION PROPANE	E 105-68-01		19.54	0.00	
PUB SAFETY	- SHEEPSCT STA / HEATING FUEL				
FIRE CO VEHICLE FUEL	E 105-05-60		270.48	0.00	
PUB SAFETY	- FIRE DEPT / VEH GAS/OIL				
Vendor Total-			290.02		
00008 DAMARISCOTTA HARDWARE					
0660 5x8 American Flag	Inv#32435/1				
Inv#32435/1 Flag	E 105-05-55		40.93	0.00	
PUB SAFETY	- FIRE DEPT / ADMIN/OFC				
Vendor Total-			40.93		
00376 Dead River Company					
0660 Tank 1 Tag #253299	#4440281				
Acct#4440281	E 105-66-01		654.70	0.00	
PUB SAFETY	- FIRE STA/COM / HEATING FUEL				
Vendor Total-			654.70		
00095 DISCOUNT TIRE & ALIGNMENT / DON FOSHAY					
0660 3 Invs. 2015 Ford F-150	Fire Dept.				
Inv#68291	E 105-05-42		67.50	0.00	
PUB SAFETY	- FIRE DEPT / EQ/VEH MAINT				
Inv#68403	E 105-05-42		740.49	0.00	
PUB SAFETY	- FIRE DEPT / EQ/VEH MAINT				
Inv#851993	E 105-05-42		1,497.08	0.00	
PUB SAFETY	- FIRE DEPT / EQ/VEH MAINT				
Vendor Total-			2,305.07		
01121 DONALD C. MEANS					
0660 Moderator/SP Town Meeting	Schl Budget				
MODERATOR	E 101-01-07		25.00	0.00	
GEN GOVT	- COMPENSATION / ELECTION WRK				
Vendor Total-			25.00		
00237 ES&S ELECTION SYSTEMS AND SOFTWARE,					
0660 Service to Precinct Tabul	CD2091587				
CD2091587	E 101-25-07		421.34	0.00	
GEN GOVT	- OPERATIONS / ELECTION SUP				
Vendor Total-			421.34		
00089 FIRE TECH & SAFETY OF N.E. INC					

Jrnl	Invoice Description	Reference			
Description	Account	Proj	Amount	Encumbrance	
0660	HYDRO - TEST	IN000431			
PPE HYDRO Testing	E 105-05-45		180.00	0.00	
	PUB SAFETY - FIRE DEPT / PPE				
Vendor Total-			180.00		
00011 GREAT SALT BAY SANITARY DIST.					
0660	River Rd / 16 Hydrants	CID: 1716			
TOWN OFFICE SEWER/WATER	E 101-65-03		201.52	0.00	
	GEN GOVT - TOWN OFFICE / WATER/SEWER				
FIRE STATION SEWER/WATER	E 105-66-03		201.52	0.00	
	PUB SAFETY - FIRE STA/COM / WATER/SEWER				
(16) HYDRANTS	E 105-57-01		4,110.34	0.00	
	PUB SAFETY - INFRASTRUCT / HYDRANTS				
Vendor Total-			4,513.38		
00013 LINCOLN COUNTY NEWS					
0660	ADS - P205648	May			
ADS - May	E 101-25-55		455.00	0.00	
	GEN GOVT - OPERATIONS / ADS				
Vendor Total-			455.00		
00121 LOUIS DOE, INC.					
0660	Soil/Flowers for Harriet	2405-021878			
Soil/Flowers - HBird	E 101-67-04		173.86	0.00	
	GEN GOVT - BIRD PLAYGR / MAINT/REPAIR				
Vendor Total-			173.86		
00286 LUCAS STRIPING					
0660	Striping of Roads	Inv#6466			
Striping Inv#6466	E 107-42-08		7,401.76	0.00	
	PUBLIC WORKS - ANNUAL OPS / LINE STRIPE				
Vendor Total-			7,401.76		
00017 MAINE TOWN & CITY CLERKS ASSOCIATION					
0660	Licensing Workshop - Emma	1000471543			
Licensing Workshop	E 101-25-80		60.00	0.00	
	GEN GOVT - OPERATIONS / PRO.DEV/FEES				
Vendor Total-			60.00		
01083 MIKE'S PLACE, INC.					
0660	Fuel for Newcastle Fire	Feb Inv.			
Fuel - Fire Co	E 105-05-60		197.98	0.00	
	PUB SAFETY - FIRE DEPT / VEH GAS/OIL				
Vendor Total-			197.98		
00360 MODERN PEST SERVICES					
0660	Inv #6892720 - Newcastle	May			
PEST REMOVAL-ACCT#267722	E 101-65-04		103.00	0.00	
	GEN GOVT - TOWN OFFICE / MAINT/REPAIR				
Vendor Total-			103.00		
01052 NORTHERN GEOMANTICS, INC.					
0660	2024 TAX MAP UPDATES	Inv#885			
TAX MAP UPDATES	E 101-25-20		2,400.00	0.00	
	GEN GOVT - OPERATIONS / TAX MAPS				
Vendor Total-			2,400.00		
00109 PROPERTY CARE PLUS, INC					
0660	Various Mowing Locations	#946779			

Jrnl	Invoice Description	Reference			
Description	Account	Proj	Amount	Encumbrance	
Various Mowings	E 101-70-02		970.00	0.00	
	GEN GOVT - CEMETERIES / MOWING				
Vendor Total-			970.00		
00409 QUADIENT FINANCE USA, INC					
0660 Postage / Certifieds Sent	61029775	*** PAID ***	Check # 1150		
Postage Upload	E 101-25-05		1,400.00	0.00	
	GEN GOVT - OPERATIONS / POSTAGE/ENV				
Vendor Total-			1,400.00		
00340 SPIC & SPAN CLEANING INC					
0660 Cleaning Services	INV - 5				
Town Office - May	E 101-65-06		367.00	0.00	
	GEN GOVT - TOWN OFFICE / JANITORIAL				
Fire Co - May	E 105-66-06		173.00	0.00	
	PUB SAFETY - FIRE STA/COM / JANITORIAL				
Vendor Total-			540.00		
00189 TIDEWATER TELECOM INC					
0660 PHONE LINES	May				
TOWN OFFICE LINES	E 101-65-05		218.76	0.00	
	GEN GOVT - TOWN OFFICE / TELEPHONES				
FIRE DEPT	E 105-05-09		115.38	0.00	
	PUB SAFETY - FIRE DEPT / PHONES				
Vendor Total-			334.14		
01300 TREASURER, STATE OF MAINE-DEH/DEP					
0660 SURCHARGE - (MAY)	Plumbing	*** PAID ***	Check # 1146		
SURCHARGE - MAY	G 1-343-00		15.00	0.00	
	GEN'L GOV. / PLMBG SURCHG				
Vendor Total-			15.00		
00022 TREASURER, STATE OF ME-ANIMAL WELF					
0660 May Dog Licensing	MAY	*** PAID ***	Check # 1149		
Dog Licensing - May	G 1-365-00		12.00	0.00	
	GEN'L GOV. / STATE DOG				
Vendor Total-			12.00		
00023 TREASURER, STATE OF ME-BMV					
0660 5/17 - 5/28/2024	BMV Report	*** PAID ***	Check # 1125		
5/17-5/24/24 BMV Report	G 1-345-00		9,448.07	0.00	
	GEN'L GOV. / STATE MV FEE				
Invoice Total-			9,448.07		
0660 5/24 - 5/31/2024	BMV Report	*** PAID ***	Check # 1145		
5/24-5/31/24 BMV Report	G 1-345-00		3,446.03	0.00	
	GEN'L GOV. / STATE MV FEE				
Invoice Total-			3,446.03		
Vendor Total-			12,894.10		
00029 TREASURER, STATE OF ME-DHHS/CDC					
0660 State Plumbing Fees	MAY	*** PAID ***	Check # 1148		
Plumbing Report - May	G 1-342-00		122.50	0.00	
	GEN'L GOV. / STATE PLMB				
Vendor Total-			122.50		
00027 TREASURER, STATE OF ME-IFW					
0660 May IFW Report	MOSES	*** PAID ***	Check # 1147		

Jrnl	Invoice Description	Reference		
Description	Account	Proj	Amount	Encumbrance
IFW/MOSES - May	G 1-350-00		2,569.30	0.00
	GEN'L GOV. / STATE IFW \$			
Vendor Total-			2,569.30	
00355 VANASSE HANGEN BRUSTLIN, INC				
0660 Lynch Rd - Prof. Services	Inv#0441565			
Lynch Rd - Inv#0441565	G 1-604-00		4,440.00	0.00
	GEN'L GOV. / FEMA 4719			
Vendor Total-			4,440.00	
01161 WHITE SIGN				
0660 Misc Sign Materials	IVC131657			
U-Channel 8' Post	E 107-44-04		515.70	0.00
	PUBLIC WORKS - EQUIPMENT / MISC SIGNAGE			
U-Channel 3.5' Post	E 107-44-04		263.70	0.00
	PUBLIC WORKS - EQUIPMENT / MISC SIGNAGE			
Lap Splice Unit - Gold	E 107-44-04		162.90	0.00
	PUBLIC WORKS - EQUIPMENT / MISC SIGNAGE			
Heavy Loads 23000#	E 107-44-04		110.00	0.00
	PUBLIC WORKS - EQUIPMENT / MISC SIGNAGE			
Tax	E 107-44-04		57.86	0.00
	PUBLIC WORKS - EQUIPMENT / MISC SIGNAGE			
Vendor Total-			1,110.16	
Prepaid Total-			17,012.90	
Current Total-			26,973.85	
Warrant Total-			43,986.75	

THIS IS TO CERTIFY THAT THERE IS DUE AND CHARGEABLE TO THE APPROPRIATIONS LISTED ABOVE AND YOU ARE DIRECTED TO PAY UNTO THE PARTIES NAMED IN THIS SCHEDULE.

DATE: _____, 2024

JOEL LIND	_____
TOR GLENDINNING	_____
RUFUS PERCY	_____
KAREN PAZ	_____
THOMAS KOSTENBADER	_____