

TENTATIVE AGENDA REGULAR TOWN COUNCIL MEETING in COUNCIL CHAMBERS & via ZOOM THURSDAY, MARCH 27, 2025 at 6:30 PM or Immediately Following the Budget Workshop **NOTICE OF TIME CHANGE**

'This is a fragrance-free building. Please help us to accommodate our co-workers and clients who are chemically sensitive to fragrances and other scented products. Thank you for not wearing perfume, aftershave, scented hand lotion, fragranced hair products, and or similar products.'

- 1. Roll Call
- 2. Pledge of Allegiance
- 3. Adjustments to the Agenda: n/a
- 4. Approval of Minutes: March 18, 2025 Executive Session.

UNFINISHED BUSNESS:

5. Special Presentation(s): n/a

NEW BUSINESS:

- 6. Town Manager's Report none
- 7. ORDER #40-2025 Approval of the Town Warrant for March 27, 2025
- 8. ORDER #41-2025 Approval of the Wastewater Warrant for March 27, 2025
- 9. ORDER #42-2025 Approval of Re-Appointment for Appeals Board M. Jewers
- 10. ORDER #43-2025 Approval of Victualer License Application Crepe Elizabeth (MFT)
- 11. ORDER #44-2025 Approval of Victualer License Application Hang Wong Chinese Rest.
- 12. ORDER #45-2025 Approval of Victualer License Application Steve's Hot Dog Cart (MFC)
- 13. ORDER #46-2025 Approval of Victualer License Application Yum Bake Shop
- 14. ORDER #47-2025 Approval of Donations to Millinocket Baseball and Softball Programs
- 15. ORDER #48-2025 Acceptance of Maine EMS Community Paramedicine Grant Funding
- 16. ORDER #49-2025 Approval of Entertainment License Application American Legion Post 80
- 17. ORDER #50-2025 Approval of Liquor License Application American Legion Post 80

18. Reports and Communications:

- a. Warrant Committee for the April 10, 2025 Council Meeting will be Councilor Dumais and Councilor Higgins
- b. Chair's Committees Reports
- c. Two Minute Public Comment

19. Adjournment

Join Zoom Meeting https://us02web.zoom.us/j/2906301567

Meeting ID: 820 5839 4915

One tap mobile +13017158592, 82058394915# US (Washington DC); +13126266799, 82058394915# US (Chicago)

Dial In: Find your local number: https://us02web.zoom.us/u/kc0L05Af7m

Meetings are open to the public for in-person attendance and via Zoom.

Submit any public comments to the Town Manager prior to the meeting: manager@millinocket.org or call (207) 723-7000 Ext.5 to make special arrangements. Meetings are also available via Zoom and YouTube Channel.

Find all direct links on our website: Millinocket.org.

The Town of Millinocket supports optional face masks/coverings and social distancing. **Stay Healthy, Stay Safe**



Millinocket

Maine's Biggest Small Town

Town of Millinocket

197 Penobscot Avenue Millinocket, Maine 04462 Manager@Millinocket.org www.millinocket.org 207-723-7000 Ext 5

Citizen Guide to Town Council Meetings

This is an overview of information related to Council Meetings. We hope it is helpful to understanding the process. Thank you for participating in our local government. The town meeting is a place where the public is encouraged to participate. Below are some of the terms:

- Order Item of business to be proposed (motioned) to council for discussion and vote.
- Motion A Councilor proposal to the whole Council for discussion and vote. This could include an
 Order, an Amendment, or other. Any councilor can make a motion at any point in time during a
 Town Council meeting, regardless of whether it is on the agenda or not.
- Second A "second" is used when a councilor supports an order to be discussed and voted upon. Without a "second" an order or motion does not get discussed or voted on.
- Amendment A change to an original order, which can be motioned by a councilor and approved or voted down by the whole council.
- Minutes Summary of past meetings, including votes and discussion, that needs Council approval for officially entering the record.
- Parliamentary Procedure-This is the protocol used and questions go to the Council Chair. The Council follows Robert's Rules of Order. The Council adopted additional procedures at the initial session of a new term.
- Warrant a list of articles for items the Council may act on, which usually comes in the form of approving expenditures.
- Mil Rate Tax rate. The tax rate determines what is paid in property taxes. It is stated in "so many dollars per thousand dollars of valuation." Residential property owners may want to seed homestead exemptions or Veteran's exemptions (for qualified veterans) to potentially lower their property tax rate, which may be done through the town's Tax Assessor.
- Two Minute Public Comment Typically the last agenda item provides any member of the public an opportunity to express general concerns, thoughts, or feedback publicly. The Council invites any and all people to speak. Each member of the public will be allowed to speak for a period of not more than two minutes and the Council shall not enter into a debate or a question-and-answer session unless the question can be answered in a brief statement without a debate. This will be at the discretion of the Council Chair.
- Executive Sessions These are private meetings held by the Council when certain matters must be kept confidential to protect other parties, as required by US and/or Maine law, Town Charter, or by contract. This could include personnel issues, legal issues, economic development issues or other. No Action by the Council can be taken in Executive Session—only in public Council meetings can any vote or decision be made by the Council.

• To ask questions or offer feedback during Town meetings, the public may do so within the public comment period of each order on the agenda. Any Councilor motion will be open to both the Council and the Public for discussion.

The public is asked to be respectful and orderly. It is of the Council Chairman's discretion to determine whether a public comment is disrespectful or inappropriate in nature, at which point the Chairman may request the ceasing of comment of removal of the public member.

Millinocket publishes the draft agendas on the website and Facebook prior to meetings. If you have questions, you may ask the manager and/or a Town Councilor before the meeting. The town website is www.millinocket.org.

HOW CAN I GET MORE INVOLVED? Come up and speak or submit a written statement to the Council Chairman and/or Town Manager. The Town Council is always seeking public input to ensure all perspectives, beliefs and desires of the public are considered.

Want to do more? Become an appointed member of a committee or board such as the Planning Board, Events Committee, or Board of Appeals. The Town publishes these openings on the website, Facebook, and local newspaper. You may also request to serve on an existing subcommittee by filling out a form on the town website at:

https://millinocket.org/government/committees-andboards/.

March 18, 2025

The Special Meeting for Executive Session was brought to order in the Town Manager's office and via Zoom at 5:31 pm by Chair Danforth.

Roll Call:

Town Council Members Present:

Bragdon

Mackin

Danforth

McLaughlin

Dumais

Pelletier - Zoom

Higgins - Excused

Also in attendance: Town Manager Peter Jamieson, Diana Furukawa, Steve Sanders, Nolan Tanous, and Ed Girsa.

Order #38-2025 PROVIDING FOR: Executive Session of the Town Council IT IS ORDERED that the Millinocket Town Council enter into executive session pursuant to Title 1 M.R.S.A. Section 405(6)(C) to Discuss Economic Development.

Motion - Dumais Second - Bragdon

Vote 6-0

Motion to Adjourn @ 6:37 pm -Councilor McLaughlin, Second- Councilor Mackin Vote 6-0

ORDER #40-2025

PROVIDING FOR: Execution of the Town Warrant for March 27, 2025
IT IS ORDERED that the Town Warrant for March 27, 2025, in the amount of
\$171,200.77 is hereby approved.
Passed by the Town Council

Attest:____

TOWN OF MILLINOCKET WARRANT SHEET

MARCH 27, 2025

TOWN#261

TOWN AP WARRANT MARCH 27, 2025 \$171,200.77

TOTAL \$171,200.77

A / P Check Register Bank: BANGOR SAVINGS A/P

Туре	Check	Amount	Date	Wrnt	Payee
R	36780	128.00	03/27/25	261	2222 AHM- NORTHERN LIGHT DRUG TESTING
R	36781	200.00	03/27/25	261	2226 ALLEN, JULIA
R	36782	1,111.56	03/27/25	261	2095 AMBULANCE MEDICAL BILLING
R	36783	200.00	03/27/25	261	2079 BERNIER JENNIFER
R	36784	355.09	03/27/25	261	0869 BIDDEFORD INTERNET CORPORATION
R	36785	831.93	03/27/25	261	2249 BOUND TREE MEDICAL LLC
R	36786	200.00	03/27/25	261	2320 BRENENSTUHL JOHN
R	36787	200.00	03/27/25	261	2154 COTE, JONATHAN P
R	36788	200.00	03/27/25	261	1911 CULLEN, KATIE
R	36789	433.75	03/27/25	261	0157 DEAD RIVER
R	36790	200.00	03/27/25	261	0420 FARRINGTON, MATTHEW P.
R	36791	15,722.15	03/27/25	261	0222 FREIGHTLINER OF MAINE, INC.
R	36792	800.00	03/27/25	261	2298 FROST JOSEPH
R	36793	1,635.00	03/27/25	261	1629 GATEWAY PRESS
R	36794	789.61	03/27/25	261	0235 GILMAN ELECTRICAL SUPPLY
R	36795	4,478.77	03/27/25	261	2282 HARRISON SHRADER ENTERPRISES LLC
R	36796	147.39	03/27/25	261	1488 HASKELL, LORRI L
R	36797	31,306.90	03/27/25	261	0805 HOYLE, TANNER & ASSOCIATES
R	36798	240.00	03/27/25	261	2323 IAAO
R	36799	3,980.54	03/27/25	261	1188 INDUSTRIAL PROTECTION SERVICES, LLC
R	36800	65.00	03/27/25	261	2102 JAMIESON, PETER
R	36801	237.41	03/27/25	261	0311 JORDAN EQUIPMENT CO.
R	36802	6,000.00	03/27/25	261	0322 KATAHDIN AREA TELEVISION INC
R	36803	200.00	03/27/25	261	2220 LABBY STACY
R	36804	100.00	03/27/25	261	0365 LINCOLN RENTAL SYSTEMS INC.
R	36805	200.00	03/27/25	261	2318 LONERGAN SEAN
R	36806	600.00	03/27/25	261	0392 MAINE MUNICIPAL ASSOCIATION
R	36807	42,362.39	03/27/25	261	0037 MAINE WATER COMPANY
R	36808	110.00	03/27/25	261	0407 MAINE WELFARE DIRECTORS
R	36809	357.58	03/27/25	261	1259 MATHESON TRI-GAS, INC.
R	36810	8,621.12	03/27/25	261	2198 MUNICIPAL WASTE SOLUTIONS, LLC
R	36811	2,869.44	03/27/25	261	1680 NEW ENGLAND SALT CO. LLC
R	36812	341.88	03/27/25	261	2306 NORTHWEST RIVER SUPPLIES, INC.
R	36813	636.73	03/27/25	261	1669 OFFICE DEPOT, INC
R	36814	4,300.00	03/27/25	261	0520 P D Q DOOR COMPANY
R	36815	500.00	03/27/25	261	2322 PD INDUSTRIES, INC
R	36816	5,362.85	03/27/25	261	1596 PREBLE OIL COMPANY
R	36817	65.19	03/27/25	261	0584 REGISTER OF DEEDS
R	36818	1,000.00	03/27/25	261	2083 RHR SMITH & COMPANY
R	36819	9,720.00	03/27/25	261	2314 RUSSELL JOHNSON BEAUPAIN
R	36820	2,795.00	03/27/25	261	1772 SARGENT CORPORATION
R	36821	5,103.65	03/27/25	261	2235 SEVEE & MAHER ENGINEERS, INC
R	36822	177.10	03/27/25	261	0748 US CELLULAR
٧	36823	0.00	03/27/25	261	1502 VERSANT POWER
٧	36824	0.00	03/27/25	261	1502 VERSANT POWER
R	36825	14,326.35	03/27/25	261	1502 VERSANT POWER
R	36826	71.64	03/27/25	261	2283 W.S. DARLEY & CO
R	36827	183.00	03/27/25	261	1799 WEST BRANCH AVIATION LLC

A / P Check Register Bank: BANGOR SAVINGS A/P

03/25/2025 Page 2

Туре	Check	Amount	Date	Wrnt	Pavee
R	36828	1,513.16	03/27/25	261	2238 WITMER PUBLIC SAFETY GROUP, INC
R	36829	90.00	03/27/25	261	2164 WORK HEALTH LLC
R	36830	122.38	03/27/25	261	2073 XEROX FINANCIAL SERVICES LLC
R	36831	8.21	03/27/25	261	2117 YORK ROBERT E
	Total	171,200.77			

	Count	
Checks		50
Voids		2

ORDER #41-2025

PROVIDING FOR: Execution of the Wastewater Warrant for March 27, 2025 IT IS ORDERED that the Wastewater Warrant for March 27, 2025, in the amount
of \$320,602.48 is hereby approved.
Passed by the Town Council
Attest:

TOWN OF MILLINOCKET WARRANT SHEET

MARCH 27, 2025

WW# 262

WW AP WARRANT MARCH 27, 2025 \$320,602.48

TOTAL \$320,602.48

Туре	Check	Amount	Date	Wrnt	Payee
R	11225	2,539.00	03/27/25	262	1505 ALLEN'S ENVIRONMENTAL SERVICES INC.
R	11226	69.97	03/27/25	262	0869 BIDDEFORD INTERNET CORPORATION
R	11227	50.00	03/27/25	262	0204 HALE, EVERETT E.
R	11228	50.00	03/27/25	262	2075 INGALLS JASON M
R	11229	20,000.00	03/27/25	262	0456 MILLINOCKET, TOWN OF
R	11230	25,592.18	03/27/25	262	0513 OLVER ASSOCIATES INC.
R	11231	826.84	03/27/25	262	1596 PREBLE OIL COMPANY
R	11232	1,000.00	03/27/25	262	2083 RHR SMITH & COMPANY
R	11233	254,076.65	03/27/25	262	1895 T BUCK CONSTRUCTION INC
R	11234	165.97	03/27/25	262	1057 USA BLUE BOOK
R	11235	16,011.91	03/27/25	262	1502 VERSANT POWER
R	11236	219.96	03/27/25	262	0445 W. S. EMERSON COMPANY, INC
	Total	320,602.48			·

	Count	
Checks		12
Voids		0

PROVIDING FOR: Approval of Re-Appointment to the Board of Appeals
IT IS ORDERED that the Millinocket Town Council approves the re-appointment of Michael Jewers to the Board of Appeals for a three-year term to expire March 2028.
Note: Michael's term expires 3/2025 and his application was received on 3/20/2025. If approved, the board has one full seat available for full commitment (T.Leavitt/Vacant).
Passed by the Town Council
Attest:

Town of Millinocket Application for Boards & Committees

IMPORTANT COMMITTEE TO ADVISE THE MUNICIPALITY ON MATTERS PERTAINING TO SPECIFIC MUNICIPAL DEPARTMENTS

Committee/Board: Appeals Board
In order to assess the interest related to this committee, please complete this brief application.
Name: Michael B. Jewers Address: 94 Medway Road
Telephone Numbers: Day Time: 723-9627 Evenings: 723-9627 EMAIL: jewers ca @ hot mail. Com
Why are you seeking to become a committee representative? I emjoy being on this Board and the few times we have to meet.
What talents/skills do you feel you would bring to this position? My 30 yrs on Millinocket School Board, one learns to Listen to poople that your designors effect. What do you feel is the responsibility of this board/committee? To Listen
What do you feel is the responsibility of this board/committee? To Ligton and See if the person meets the rules of the Appeal,
What municipal boards, volunteer organizations or community service groups have you worked with the past and for what length of time? School Boand, Norights of alumbus
What have you to offer to this committee which our Town can use in this important undertaking? ALL of the about
When are you available to meet, please specify? Weekday Toosday's (or) 45 A.M. P.M.

If you need more space, please feel free to use the back or attach additional page(s).

PROVIDING FOR: Approval of an Application for a Victualer License for Crepe Elizabeth- MFT.
IT IS ORDERED that the attached application for a Victualer License is hereby approved for:
Dawn Miller, Windham, ME d/b/a Crepes Elizabeth - MFT, Ultimate Food Truck Extravaganza, Millinocket.
Passed by the Town Council

Attest:____

2					
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APPLICATION FOR A VICTUALERS LICENSE

FEE: \$25.00

ITEM	NEEDED
Victualer/State.Lic	V
Date Paid	3/6/2025
Payment Type	V* 223
Expire Date	ط <u>ح</u> , 31 May
Clerks' Approval	DML

Clerks' Approval
NAME OF APPLICANT: Dawn Miller
PHONE NUMBER OF APPLICANT: 207 808 0039
RESIDENCE OF APPLICANT: 11 Burdean Rd Windham, ME 04062
NAME OF BUSINESS: Crepe Elizabeth
PHONE NUMBER OF BUSINESS: 307 808 0039
BUSINESS ADDRESS: Same as above (food truck fachnically mobile)
NATURE OF BUSINESS: Food Truck serving sweet & savory crepes
LOCATION TO BE USED: WHIMATE FOOD Truck Extravaganza (July 19-20)
RESIDENCE OF APPLICANT IN THE LAST FIVE YEARS:
11 Burdan Rd Windham, ME 04062
LIST OF PRINCIPAL OFFICERS, TITLES AND ADDRESS FOR THE PAST THREE YEARS:
Dawn miller - owner loperator
Ryan miller - mechanic, mr. fix-it, food trailer parking master
DESCRIPTION OF PREMISES TO BE LICENSED
Food Trailer serving sweet: Savory crepes, water: seltzer water

(PLEASE INCLUDE CURRENT COPY OF YOUR STATE OF MAINE DEPARTMENT OF HUMAN SERVICES FOOD VENDOR'S LICENSE)

QUAG

State of Maine

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DEPARTMENT OF HEALTH AND HUMAN SERVICES EST ID: 29373

EATING PLACE - MOBILE

CREPE ELIZABETH 11 BURDEAN RD WINDHAM ME 04062

CREPES 4 DAYS LLC CREPE ELIZABETH 11 BURDEAN RD WINDHAM ME 04062



EXPIRES: 05/25/2025

FEE: \$270.00

Commissioner

NONTRANSFERABLE

BUSINESS Exere Elicabeth
(MFT)

ORDER # 43-10015

COVER SHEET FOR LIQUOR, ENTERTAINMENT OR VICTUALER LICENSE APPLICATIONS

TAXES ARE CURRENT

Yes____ No__

WASTEWATER IS CURRENT

Nes_ No_

POLICE INCIDENTS IN THE PAST YEAR (IF APPLICABLE PLEASE LIST)

Yes____ No__

ORDER #44-2025

Wong Chinese Restaurant
IT IS ORDERED that the attached application for a Victualer License is hereby approved for:
Deng Ziu Yang, Millinocket, ME d/b/a c/o Hang Hong Yang Corporation, Hang Wong Chinese Restaurant – 973 Central St., Millinocket.
Passed by the Town Council

Attest:



NEEDED
3/24/2025
CK.1459
May 31 🚣
A'

FEE: \$25.00

APPLICATION FOR A VICTUALERS LICENSE

NAME OF APPLICANT: Dens Liu Yans				
PHONE NUMBER OF APPLICANT: 207 - 723 -6084				
RESIDENCE OF APPLICANT: 27 PAMOLA PARK Millinocket MZ-04767				
NAME OF BUSINESS: Hans Hong Yans CORPORATION				
PHONE NUMBER OF BUSINESS: 207 - 723 - 6084				
BUSINESS ADDRESS: 973 CENTRAL ST Millinocket MT-04462				
NATURE OF BUSINESS: RESTAURANT				
LOCATION TO BE USED: 973 CENTRAL ST millinockey MZ-04462				
RESIDENCE OF APPLICANT IN THE LAST FIVE YEARS:				
LIST OF PRINCIPAL OFFICERS, TITLES AND ADDRESS FOR THE PAST THREE YEARS:				
DESCRIPTION OF PREMISES TO BE LICENSED				

(PLEASE INCLUDE CURRENT COPY OF YOUR STATE OF MAINE DEPARTMENT OF HUMAN SERVICES FOOD VENDOR'S LICENSE)

State of Maine

DEPARTMENT OF HEALTH AND HUMAN SERVICES EST ID: 3200

EATING PLACE TIER 3 200 Seats (in)

HANG WONG YANG 973 CENTRAL ST MILLINOCKET ME 04462

ATTN YANG DENG XIU HANG HONG YANG CORP HANG WONG YANG 973 CENTRAL ST MILLINOCKET ME '04462



EXPIRES: 10/18/2025

FEE: \$300.00

Jeanne M. Lambras

Commissioner

NON-TRANSFERABLE



COVER SHEET FOR LIQUOR, ENTERTAINMENT OR VICTUALER LICENSE **APPLICATIONS**

TAXES ARE CURRENT	RE. P.P.	Yes V (√/A) No
WASTEWATER IS CURRENT		Yes. V	No
POLICE INCIDENTS IN THE PAST YEA	R	Yes	No
(IF APPLICABLE PLEASE LIST)			

ORDER #45-2025

PROVIDING FOR: Approval of an Application for a Victualer License for Steve's Hot Dog Cart- MFC.	or
IT IS ORDERED that the attached application for a Victualer License is he approved for:	ereby
Steve Morrow, 467 Penobscot Ave., ME d/b/a Steve's Hot Dog Cart - MFC, Veteran's Memorial Park/Rough Cutters Woo Products, 5 Golden Rd., Millinocket.	od
Passed by the Town Council	

Attest:



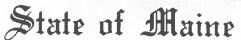
APPLICATION FOR A VICTUALERS LICENSE

FEE: \$25.00

new	NEEDED
Victualer/State.Lic	
Date Paid	3/24/2025
Payment Type	Cash
Expire Date	May 31,26
Clerks' Approval	Re

NAME OF APPLICANT: Steve Morrow
PHONE NUMBER OF APPLICANT: 207-447-1499
RESIDENCE OF APPLICANT: 467 Renoboot Que Millinochet ME
NAME OF BUSINESS: Steve's Hot Dog Card
PHONE NUMBER OF BUSINESS: <u>Same as alrove</u>
BUSINESS ADDRESS: Some as above
NATURE OF BUSINESS: Mobile food Cart
LOCATION TO BE USED: Veteran's Memorial Park Rough Cutters Was
RESIDENCE OF APPLICANT IN THE LAST FIVE YEARS: Product, Clint Morr 5 Golden Rd Ml
Same as above
LIST OF PRINCIPAL OFFICERS, TITLES AND ADDRESS FOR THE PAST THREE YEARS:
Steve Morrow
DESCRIPTION OF PREMISES TO BE LICENSED
Concession Cart

(PLEASE INCLUDE CURRENT COPY OF YOUR STATE OF MAINE DEPARTMENT OF HUMAN SERVICES FOOD VENDOR'S LICENSE)



DEPARTMENT OF HEALTH AND HUMAN SERVICES
EST ID: 30691

EATING PLACE - MOBILE

STEVE HOT DOG CART 467 PENOBSCOT AVE MILLINOCKET ME 04462

MORROW, STEVE STEVE HOT DOG CART 467 PENOBSCOT AVE MILLINOCKET ME 04462



EXPIRES: 07/18/2025

FEE: \$270.00

DETACH HERE

June A. Lanton

Commissioner

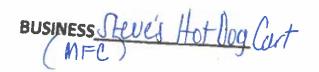
NON-TRANSFERABLE

Employers must establish a written smoking policy that prohibits smoking in any business facility, including in vehicles used for work, and in outdoor areas where employees perform services under the control of the employer. Smoking in workplaces shall only be permitted outdoors. Employers shall only permit employer and employees to smoke outside within a Designated Smoking Area that is at least 20 feet away from the business facility and designed in a way to prevent smoke from escaping back into a workplace, public place or other areas where smoking is prohibited.

Eating Establishments shall prohibit smoking in outdoor eating areas and all enclosed areas of public places. Smoking includes the use of electronic smoking devices, whether or not they contain nicotine.

Tobacco Retailers are required to card all persons 30 years of age or younger by photographic identification that contains the persons date of birth. Tobacco products may not be sold to any person under 21 years of age unless the person obtained 18 years of age on or before July 1, 2018. Tobacco products include, but not limited to, a cigarette, a cigar, a hookah, pipe tobacco, chewing tobacco, snuff or snus, electronic smoking devices, and any component or accessory used in the consumption of a tobacco product, such as filters, rolling papers, pipes and liquids used in electronic smoking devices, whether or not they contain nicotine.

For free guidance regarding Maine's retail tobacco and workplace smoking laws, please contact the Maine CDC Tobacco and Substance Use Prevention and Control program at tsup.dhhs@maine.gov or call 207-287-4627.



ORDER # 45-1015

COVER SHEET FOR LIQUOR, ENTERTAINMENT OR VICTUALER LICENSE APPLICATIONS

TAXES ARE CURRENT	P.P.	Yes	No
WASTEWATER IS CURRENT		Yes. N	ANO
POLICE INCIDENTS IN THE PAST YEAR (IF APPLICABLE PLEASE LIST)	R	Yes	No

ORDER #46-2025

PROVIDING FOR: Approval of an Application for a Victualer License for Yum Bake Shop
IT IS ORDERED that the attached application for a Victualer License is hereby approved for:
Maria Rowe, Millinocket, ME d/b/a Yum Bake Shop – 215 Penobscot Ave., Millinocket.
Passed by the Town Council

Attest:



APPLICATION FOR A VICTUALERS LICENSE

Victualer/State.Lic
Date Paid
Payment Type
Expire Date
Clerks' Approval

NEEDED

A Sequence S

FEE: \$25.00

NAME OF APPLICANT: MARIA ROWE
PHONE NUMBER OF APPLICANT: 207 322 6649
RESIDENCE OF APPLICANT: MILLINO CKET
NAME OF BUSINESS: YUM BAKE SHOP
PHONE NUMBER OF BUSINESS: 207 447 9746
BUSINESS ADDRESS: 215 PENOBSCOT AVE UNIT B
NATURE OF BUSINESS: BAKERY
LOCATION TO BE USED: 215 PF NO BSCOT AVE UNIT B
RESIDENCE OF APPLICANT IN THE LAST FIVE YEARS:
STOCKTON SPRINGS ME
68 Congress St., MILLINOCKET, ME
LIST OF PRINCIPAL OFFICERS, TITLES AND ADDRESS FOR THE PAST THREE YEARS: OWNER, MARY ROWE
DESCRIPTION OF PREMISES TO BE LICENSED BAKERY

(PLEASE INCLUDE CURRENT COPY OF YOUR STATE OF MAINE DEPARTMENT OF HUMAN SERVICES FOOD VENDOR'S LICENSE)



State of Maine

Department of Agriculture, Conservation & Forestry Division of Quality Assurance & Regulations 28 State House Station, Augusta, ME 04333-0028 (207) 287-3841

SERIAL NUMBER

161784

2-37795

April 8, 2024

April 16, 2025

LICENSE NUMBER

DATE OF ISSUE

DATE OF EXPIRATION

This certifies that

Yum Bake Shop Maria Rowe PO Box 582

BAKERY

Millinocket, ME 04462-

Location: 215 Penobscot AVE, Millinocket

herein. Only the named holder at the location for which issued may use it. The person named herein is authorized

This certificate is valid only between the

date issued and expiration date appearing

to sell or manufacture food products, fuel and/or sell or repair weighing and measuring devices as permitted by law for the listed authorizations.

This certificate and/or each type of authorization represented is subject to suspension, revocation or cancellation as authorized by Maine Revised Statutes.

LICENSE TYPE

DESCRIPTION OF LICENSE AUTHORIZATIONS

FEE

License Type		Authorizations	Fee
Mobile Vendor	0 to 10	Baked Goods (produced on site) Coffee/Tea(prepared on site) Cold Foods (prepared on site) Dairy Products	20.00
		Frozen Food Fruit Juices Hot Foods (prepared on site) Ready to Eat Deli Items Seafood (Ready to Eat)	
Retail Bakery	0 to 10		20.00
Commercial Food Processor	•	Breads, Rolls Cakes, Pies Jams, Jellies Seafood (Ready to Eat) Other Type Soups, Sandwiches	50.00
		TOTAL:	90.00

Department of Agriculture, Conservation & Forestry

Amanda Beal

Commissioner

Division of Quality Assurance

Director



ORDER # 46-2025

COVER SHEET FOR LIQUOR, ENTERTAINMENT OR VICTUALER LICENSE APPLICATIONS

TAXES ARE CURRENT	RE P.P.	Yes	No
WASTEWATER IS CURRENT		Yes	No
POLICE INCIDENTS IN THE PAST YEA	NR	Yes	No
(IF APPLICABLE PLEASE LIST)			

PROVIDING FOR Approval of Donations to Millinocket Baseball and Softball Programs

WHEREAS the Millinocket Town Council has received donation requests from the Millinocket Little League and Stearns JR/SR High School baseball and softball programs; and

WHEREAS the Council wishes to support these excellent programs with providing quality experiences for youth and families in our community;

IT IS ORDERED that the Millinocket Town Council approves the 3 donation requests listed below.

IT IS FURTHER ORDERED that \$4,000.00 be transferred from budget line 0115-3778 to budget line 0816-4043 to complete the total for these donations.

Millinocket Little League:	Green Thumb Service	\$1,937.70
Stearns JR/SR H.S. Baseball & Softball:	Mound and Plate Covers	\$3,710.72
	Outfield Banner	\$2,991.44

	BC.	PASSED BY COUNCIL:	
ATTEST:			

Peter Jamieson

From:

Millinocket Little League <millinocketll@gmail.com>

Sent:

Monday, March 17, 2025 9:57 AM

To:

Peter Jamieson

Subject:

Millinocket Little League Green Thumb Services

Attachments:

Green Thumb Yearly Lawn Service.pdf

Happy Monday Peter. I'm writing to ask if the town would be willing to cover the Green Thumb services for the league again this year. Over the past two years, we've made a lot of progress on the playing surface, and we're seeing positive results. Attached is our quote for the same services provided last year. Please take a look and let me know if this is something you'd be interested in again this year. Thanks for your time.

Dave Michaud, President
Millinocket Little League
87 Water Street
(207)723-1516
Millinocket Little League > Home (bluesombrero.com)



[Attention! This email originates from outside of the organization. Do not open attachments or click links unless you are sure this email comes from a known sender.]



PREPAY RETAINER

Retainer# RET-03950

Balance Due \$1,937.70

Green Thumb Lawn Service

Green Thumb Lawn Service 64 Stevens Rd Brewer Maine 04412 (207) 989-1433

Bill To Millinocket Little League

191 Granite St.

Millinocket, ME 04462

Retainer Date:

Mar 11, 2025

Reference:

Services for Millinocket

Little League in 2025

#	Description	Amount
1	Season Total for Millinocket Little League, 191 Granite St, Millinocket, ME, 04462	1,937.70
	Sub Total	1,937.70
	Total	\$1,937.70
	Balance Due	\$1,937.70

Payment Options



Peter Jamieson

From:

Cullen, Nick <ncullen@millinocketschools.org>

Sent:

Wednesday, March 12, 2025 12:21 PM

To:

Peter Jamieson

Subject:

Mound and Pitching covers

Hey Peter you mentioned last year purchasing some mound and plate covers for the baseball and softball field. I just got an updated quote and it is 3,710.72. This would cover both fields. IS this something you can still help us with?

Thanks

Nick Cullen

Stearns Junior Senior High School AP/AD

[Attention! This email originates from outside of the organization. Do not open attachments or click links unless you are sure this email comes from a known sender.]

Peter Jamieson

From:

Matthew Bragdon

Sent:

Monday, March 17, 2025 1:26 PM

To:

Jesse Dumais; Peter Jamieson; Bob Higgins; Gail Mackin; Jane Danforth; Louie Pelletier;

Tammy McLaughlin

Subject:

Re: couple of updates 3/17

I agree with Jesse I also have a quote from the baseball field for close to 3,000 that I was planning on drafting an order for. The 3,000 I'm referring to is a banner that goes across the back of the field that says "welcome to Jim Difrederico field home of the Minutemen" the sign that was at the field has been missing..I have seen first hand that both the baseball and softball fields are in need of repairs/ updates.. also want to point out that the baseball field doesn't "belong" to the school (previous chair madore had to do some research but confirmed this for me).

Matthew D.L. Bragdon Town Councilor Millinocket, ME 04462 (207)447-0006

"We cannot build our own future without helping others to build theirs." -Bill Clinton



Beacon Athletics 901 Deming Way, Sulte 101 Madison, WI 53717

(800) 747-5985



Page 1 of 3

Project Name:

Customer #	Order #	Quote Date	Project Mgr
00-0036867	0375866	03/05/2025	
		<u> </u>	<u> </u>

Sold To:	Ship To:	
STEARNS HIGH SCHOOL NICHOLAS CULLEN 199 STATE ST MILLINOCKET, ME 04462 United States	STEARNS HIGH SCHOOL NICHOLAS CULLEN 199 STATE ST MILLINOCKET, ME 04462 United States	

Customer P.O.	Ship Via	i*.O.B.
	FEDEX GROUND	
SalesRep Name	Entered By	Ferms
STEVEN SERBIAK	STEVEN SERBIAK	NET 30

Item Code	Description	Qty	Price	Amount
155-107-939-5	TUFFY WINDSCREEN SFT PANEL SIZE: S FT x 40 FT (6 PANELS) MATERIAL: VIPOL MATRIX MESH 100Z/SQ YD SHADING: 78% COLOR: ROYAL BLUE EDGING: #2 BRASS GROMMETS EVERY 12" ON ALL SIDES	1,200.00 SQFT	0.91	1,092.00
145-107-LETTER	Padding Lettering - Per Square	250.00 SQFT	6.50	1,625.00
			Net Amount:	\$2,717.00
			Less Discount:	0.00
			Freight:	125.00
			Sales Tax:	\$149.44
			TOTAL:	\$2,991.44

Note: For orders without tax exemption certificates on file, sales tax will be charged, where applicable, at the time of invoicing.

Our promise to our customers...

-Prompt response to your inquiries from knowledgeable and courteous staff

-Quality products that meet your demanding requirements

-Commitment to continuous improvement to achieve an exceptional customer experience Let me know if we have failed to achieve this promise – or if we have exceeded your expectations.

John Maher, CEO

PROVIDING FOR Acceptance of Maine EMS Community Paramedicine Grant Funding

IT IS ORDERED that the Millinocket Town Council accepts this grant, totaling \$34,000.00 from the Maine EMS Community Paramedicine Grant Program with a no funding match obligation to the Town to be used by August 31st, 2025.

NOTE: These funds may be used for the following:

- EMS Education-EMT, AEMT, Paramedic, Community Paramedicine, Continuing Education, Specialty Courses, Certification Testing, Testing Cost, Travel, and Training Equipment
- Leadership Training
- Recruitment & Retention
- Financial Sustainability-Software, Audits, and Financial Training

	PASSED BY COUNCIL:	
ATTFST.		



DATE: 3/14/2025 CONTRACT AMOUNT: \$ 34,000

ADVAN/TAGE CONTRACT #:16A 20250314000000002111

DEPARTMENT AGREEMENT #: N/A

START DATE: 1/1/2025

END DATE: 8/31/2025

This Contract is between the following State of Maine Department and Provider:

STATE OF MAINE DEPARTMENT

DEPARTMENT NAME: Department of Public Safety

ADDRESS: 45 Commerce Dr

CITY: Augusta STATE: ME ZIP CODE: 04330

PROVIDER

PROVIDER NAME: Town of Millinocket, DBA Fire/Rescue Department

ADDRESS: 222 Aroostook Ave

CITY: Millinocket STATE: ME ZIP CODE: 04462

PROVIDER'S VENDOR CUSTOMER #: 0000190752

Each signatory below represents that the person has the requisite authority to enter into this Contract.

Department Representative:

Provider Representative:

BY: Signature Michael Sauschuck, Commissioner Date

BY: Signature Jonathan P. Cote, Fire Chief Date

The contract is fully executed when all parties sign and funds have been encumbered. Upon final approval by the Office of State Procurement Services, a case details page will be made part of this contract.

DEPARTMENT AND PROVIDER POINT OF CONTACT

CONTRACT ADMINISTRATOR: The following person is designated as the Contract Administrator on behalf of the Department for this Contract. All financial reports, invoices, correspondence and related submissions from the Provider as outlined in Rider A, Reports, shall be submitted to:

NAME: Soliana Goldrich		
EMAIL: Soliana.o.goldrich@maine.gov	TEL	EPHONE: 207-248-1190
ADDRESS: 45 Commerce Dr.		
CITY: Augusta	STATE: ME	ZIP CODE: 04330

PROGRAM ADMINISTRATOR: (Program Administrator section is optional.)

The following person is designated as the <u>Program Administrator</u>. This person will be able to respond to routine questions pertaining to the Contract; they will not be able to alter the scope of the Contract.

NAME:		
EMAIL:	TELE	PHONE:
ADDRESS:		
CITY:	STATE:	ZIP CODE:

PROVIDER CONTACT: The following person is designated as the <u>Contact Person</u> on behalf of the Provider for this Contract. All contractual correspondence from the Department shall be submitted to:

NAME: Jonathan P. Cote				
EMAIL: fire.ems@millinocket.org		TELEPHO	NE: 207-450-2542	
ADDRESS: 222 Aroostook Ave				
CITY: Millinocket	STATE: ME		ZIP CODE: 04462	

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TABLE OF RIDERS

The follo	owing riders are hereby incorporated into this Contract and made part of it by
referenc	e. (Riders A, B, and G are required. Check all others that apply.)
	Funding Rider
\boxtimes	Rider A – Scope of Work
\boxtimes	Rider B – Terms and Conditions
	Rider C - Exceptions
	Rider D – Included at Department's Discretion
	Rider E – Included at Department's Discretion
	Rider F – Included at Department's Discretion
X	Rider G – Identification of Country in Which Contracted Work will be Performed
	Business Associate Agreement – Included at Department's Discretion
	Other - Included at Department's Discretion

FUNDING RIDER

Internal Purposes Only

CODING: (Departments - Attach separate sheet as needed for additional coding.)

		SUB		PROGRAM	1		FISCAL YEAR
3 16A	1915	01		RURL			F2024
	3 16A	3 16A 1915	UNIT	UNIT	UNIT	UNIT PERIOD	UNIT PERIOD FUNDING

TOTAL	FUND	DEPT	UNIT	SUB	OBJ	PROGRAM	1	APPR FUNDING	FISCAL YEAR
\$									

LINE TOTAL	FUND	DEPT	UNIT	SUB	OBJ	PROGRAM	l	APPR FUNDING	FISCAL
\$									

FUNDING TOTAL:

\$ 34,000

The sources of funds and compliance requirements for this Contract follow:

State General Fund

\$

Dedicated/Special Revenue

Federal Funds

\$ 34,000

RIDER A: SCOPE OF WORK

TABLE OF CONTENTS

- 1. Acronyms
- II. Introduction/Overview
- III. Deliverables
- IV. Performance Measures
- V. Reports

I. ACRONYMS/DEFINITIONS:

The following terms and acronyms shall have the meaning indicated below as referenced in this Contract:

	COMMONLY KNOWN ACRONYMS AND DEPARTMENT ABBREVIATIONS
BAA	Business Associate Agreement
Contract	Formal and legal binding agreement
Department Department of Public Safety	
Provider	Organization providing services under this Contract
State	State of Maine

II. INTRODUCTION/OVERVIEW:

The purpose of this Contract is The purpose of this new funding initiative is to implement recommended model strategies and EMS recruitment and retention best practices in five agencies that each serve a critical access hospital. These activities were funded through the EMS Supplement of the Medicare Rural Hospital Flexibility Program from the federal Health Resources and Services Administration (HRSA). The agencies were required to be identified for the grant application and provide letters of commitment.

The Provider shall utilize the funds for tuition and training for personnel to implement evidence-based recruitment plans for up to 5 new staff per agency and staff training in Maine EMS leadership

III. <u>DELIVERABLES:</u>

The Provider shall perform all services and maintain all standards and requirements for services provided under this Contract in accordance with the below:

The Provider will engage with the Maine EMS office and Rural Health and Primary care office to support in grant objectives. This includes engaging in a SWOT analysis, bi-monthly

meetings and site visits.

The provider will utilize \$34,000 to support with the following initiatives/goals:

- 1. EMS Education: Funds could be utilized for courses such as EMT, AEMT, Paramedic, Community Paramedicine, Continuing Education and other specialty courses. Funding can also be utilized for certification courses, testing costs, travel associated with education, and training equipment.
- 2. Leadership training
- 3. Recruitment and Retention
- 4. Financial sustainability: Funds can be utilized for billing software, audits, and financial training.

The funds may not be used for:

- For direct patient care services (including health care services, equipment, and supplies);
- To purchase ambulances and any other vehicles or major equipment (including software that costs more than \$5000/unit);
- To purchase or improve real property
- IV. <u>PERFORMANCE MEASURES:</u> This section is optional (delete if not applicable). Enter measurable outcomes you are looking for in this Contract.

V. REPORTS: Delete if not applicable

A. Required Reports

The Provider shall track and record all data/information necessary to complete the reports listed in the table below:

	Name of Report	Description or Appendix #:
1.	Quarterly Report	Provider will complete a quarterly
		report with grant metrics.
2.		

B. Reporting Schedule for Above Listed Required Reports

The Provider shall submit all of the reports listed in the table below to the Department in accordance with the deadlines established within the table:

STATE OF MAINE | SERVICE CONTRACT

	Name of	Period Captured by	Due Date and/or Frequency:
	Report:	Report: ("Each	(# days after each
		year/quarter/month/week")	year/quarter/month/week")
1.	Quarterly	End of each quarter	Quarterly
	Report		
2.			

The Provider understands that the reports are due within the timeframes established and that the Department will not make subsequent payment installments under this Contract until such reports are received, reviewed and accepted.

The Provider further agrees to submit such other data and reports as may be requested by the Contract Administrator. The Provider shall submit all data and reports to the Contract Administrator listed in section "DEPARTMENT AND PROVIDER POINTS OF CONTACT" of this Contract.

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RIDER B: TERMS AND CONDITIONS

1. <u>INVOICES AND PAYMENT</u>. Department will pay the Provider as follows: Payment terms are net 30 days from the date the State receives an error-free invoice with all necessary and complete supporting documents.

All invoices must include the following:

- A. Advantage Contract numbers for this contract.
- B. Vendor Code number assigned when registering as a vendor with the State of Maine. This number appears on all Contracts and Purchase Orders and can be acquired from the agency contact.
- C. Itemizing all work performed during the invoice period, including the dates of service, rates of pay, hours of work performed, and any other information and/or documentation appropriate and sufficient to substantiate the amount invoiced for payment by the State.
- D. In cases where hourly rates of contracted resources are concerned, invoices must contain a copy or copies of time sheets associated with that invoice. Time sheets will need to be reviewed and approved by the State's contract administrator.
- 2. BENEFITS AND DEDUCTIONS. If the Provider is an individual, the Provider understands and agrees that they are an independent contractor for whom no Federal or State Income Tax will be deducted by the Department, and for whom no retirement benefits, survivor benefit insurance, group life insurance, vacation and sick leave, and similar benefits available to State employees will accrue. The Provider further understands that annual information returns, as required by the Internal Revenue Code or State of Maine Income Tax Law, will be filed by the State Controller with the Internal Revenue Service and the State of Maine Bureau of Revenue Services, copies of which will be furnished to the Provider for their Income Tax records.
- 3. <u>INDEPENDENT CAPACITY</u>. In the performance of this Contract, the parties hereto agree that the Provider, and any agents and employees of the Provider, shall act in the capacity of an independent contractor and not as officers or employees or agents of the State.
- 4. <u>DEPARTMENT'S REPRESENTATIVE</u>. The Contract Administrator shall be the Department's representative during the period of this Contract. The Contract Administrator has authority to curtail services if necessary to ensure proper execution. They shall certify to the Department when payments under the Contract are due and the amounts to be paid. They shall make decisions on all claims of the Provider, subject to the approval of the Commissioner of the Department.
- 5. CHANGES IN THE WORK. The Department may order changes in the work, the Contract Amount being adjusted accordingly. Any monetary adjustment or any substantive change in the work shall be in the form of an amendment, signed by both parties and approved by the State Procurement Review Committee. Said amendment must be effective prior to the execution of the changed work.

6. <u>SUB-CONTRACTORS</u>. The Provider may not enter into any subcontract for the work to be performed under this Contract without the express written consent of the Department. This provision shall not apply to contracts of employment between the Provider and its employees.

The Provider is solely responsible for the performance of work under this Contract. The approval of the Department for the Provider to subcontract for work under this Contract shall not relieve the Provider in any way of its responsibility for performance of the work.

All Subcontractors shall be bound by the terms and conditions set forth in this Contract. The Provider shall give the State immediate notice in writing of any legal action or suit filed, and prompt notice of any claim made against the Provider by any Subcontractor, which may result in litigation related in any way to this Contract, or which may affect the performance of duties under this Contract.

- 7. <u>SUBLETTING</u>, <u>ASSIGNMENT OR TRANSFER</u>. The Provider shall not sublet, sell, transfer, assign or otherwise dispose of this Contract or any portion thereof, or of its right, title or interest therein, without the written request and written approval from the Department. Such approval shall not in any case relieve the Provider of its responsibility for performance of work or liability under this Contract.
- 8. <u>EQUAL EMPLOYMENT OPPORTUNITY</u>. During the performance of this Contract, the Provider certifies as follows:
 - A. The Provider shall not discriminate against any employee or applicant for employment relating to this Contract because of race, color, religious creed, sex, national origin, familial status, ancestry, age, physical or mental disability, sexual orientation, or gender identity, unless related to a bona fide occupational qualification.
 - Such action shall include but not be limited to the following: employment, upgrading, demotions, or transfers; recruitment or recruitment advertising; layoffs or terminations; rates of pay or other forms of compensation; and selection for training including apprenticeship. The Provider agrees to post in conspicuous places available to employees and applicants for employment notices setting forth the provisions of this nondiscrimination clause.
 - B. The Provider shall, in all solicitations or advertising for employees placed by or on behalf of the Provider relating to this Contract, state that all qualified applicants shall receive consideration for employment without regard to race, color, religious creed, sex, national origin, familial status, ancestry, age, physical or mental disability, sexual orientation, or gender identity.
 - C. The Provider shall send to each labor union or representative of the workers with which it has a collective bargaining Contract, or other Contract or understanding, whereby it is furnished with labor for the performance of this Contract a notice to be provided by the contracting agency, advising the said labor union or workers' representative of the Provider's commitment under this section and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
 - D. The Provider shall inform the contracting Department's Equal Employment Opportunity Coordinator of any discrimination complaints brought to an external regulatory body (Maine

- Human Rights Commission, EEOC, Office of Civil Rights, etc.) against their agency by any individual as well as any lawsuit regarding alleged discriminatory practice.
- E. The Provider shall comply with all aspects of the Americans with Disabilities Act (ADA) in employment and in the provision of service to include accessibility and reasonable accommodations for employees and clients.
- F. The Provider shall cause the foregoing provisions to be inserted in any subcontract for any work covered by this Contract so that such provisions shall be binding upon each Subcontractor, provided that the foregoing provisions shall not apply to contracts or subcontracts for standard commercial supplies or raw materials.
- 9. CONFLICT OF INTEREST. The Provider warrants that no State employee has or will receive any direct or indirect pecuniary interest in or receive or be eligible to receive, directly or indirectly, any benefit that may arise from this Contract, for any employee who participated in any way in the solicitation, award or administration of this Contract according to Title 5 MRS §18-A, (2) and in harmony with Title 17 MRS §3104. Any contract made in violation of these sections is void.

The Provider certifies that it presently has no interest and shall not acquire any interest which would conflict in any manner or degree with the performance of its services hereunder. The Provider further certifies that in the performance of this Contract, no person having any such known interests shall be employed.

- 10. EMPLOYMENT AND PERSONNEL. The Provider shall not engage on a full-time, part-time or other basis during the period of this Contract, any executive employee who participated in any way in the solicitation, award or administration of this Contract according to <u>Title 5 MRS §18-A</u>, (2) and in harmony with <u>Title 17 MRS §3104</u>. Any contract made in violation of these sections is void.
- 11. NON-COLLUSION. The Provider warrants that it has not employed or contracted with any company or person, other than for assistance with the normal study and preparation of a proposal, to solicit or secure this Contract and that it has not paid, or agreed to pay, any company or person, other than a bona fide employee working solely for the Provider, any fee, commission, percentage, brokerage fee, gifts, or any other consideration, contingent upon, or resulting from the award of this Contract.

And, the Provider has not entered into a prior understanding, agreement, or connection with any corporation, firm, or person submitting a response for the same materials, supplies, equipment, or services, and this proposal is in all respects fair and without collusion or fraud. The abovementioned entities understand and agree that collusive bidding is a violation of state and federal law and can result in fines, prison sentences, and civil damage awards.

For breach or violation of this provision, the Department shall have the right to terminate this Contract without liability or, at its discretion to otherwise recover the full amount of such fee, commission, percentage, brokerage fee, gift, or contingent fee.

12. ACCESS TO RECORDS. As a condition of accepting a Contract for services under this section, a Provider must agree to treat all records, other than proprietary information, relating to personal

services work performed under the Contract as public records under the freedom of access laws to the same extent as if the work were performed directly by the Department or agency. For the purposes of this subsection, "proprietary information" means information that is a trade secret or commercial or financial information, the disclosure of which would impair the competitive position of the Provider and would make available information not otherwise publicly available. Information relating to wages and benefits of the employees performing the personal services work under the Contract and information concerning employee and Contract oversight and accountability procedures and systems are not proprietary information. The Provider shall maintain all books, documents, payrolls, papers, accounting records and other evidence pertaining to this Contract and make such materials available at its offices at all reasonable times during the period of this Contract and for such subsequent period as specified under Maine Uniform Accounting and Auditing Practices for Community Agencies (MAAP) rules. The Provider shall allow inspection of pertinent documents by the Department or any authorized representative of the State of Maine or Federal Government, and shall furnish copies thereof, if requested. This subsection applies to contracts, contract extensions and contract amendments executed on or after October 1, 2009.

13. <u>TERMINATION</u>. The performance of work under this Contract may be terminated by the Department whenever for any reason the Contract Administrator shall determine that such termination is in the best interest of the Department. Any such termination shall be affected by the delivery to the Provider of a Notice of Termination specifying the date on which such termination becomes effective.

Either party may terminate this Contract for cause by providing a written notice of termination stating the reason for the termination a minimum of thirty (30) calendar day ahead of the effective date of the termination. As part of the thirty (30) calendar days written notice of termination, the defaulting party shall have fifteen (15) calendar days to cure the default. If the default is of such a nature that it cannot be cured within fifteen (15) calendar days, the defaulting party shall have such additional time, as the parties may agree to, to cure the default, provided the defaulting party has taken steps to cure the default within the initial fifteen (15) calendar days.

Upon termination, the Department shall pay the Provider for work performed by the Provider prior to the date of Notice of Termination.

- 14. <u>GOVERNMENTAL REQUIREMENTS</u>. The Provider warrants and represents that it will comply with all applicable governmental ordinances, laws and regulations.
- 15. GOVERNING LAW. This Contract shall be governed in all respects by the laws, statutes, and regulations of the United States of America and of the State of Maine. Any legal proceeding against the State regarding this Contract shall be brought in the State of Maine administrative or judicial forums. The Provider consents to personal jurisdiction in the State of Maine.
- 16. <u>STATE HELD HARMLESS</u>. The Provider shall indemnify and hold harmless the Department and its officers, agents, and employees from and against any and all third party claims, liabilities, and costs, including reasonable attorney fees, for any or all injuries to persons or property or claims for money damages, including claims for violation of intellectual property rights, arising from the negligent acts or omissions of the Provider, its employees or agents, officers or Subcontractors in the performance of work under this Agreement; provided, however, the Provider shall not be liable for claims arising out of the negligent acts or omissions of the Department, or for actions taken in reasonable reliance on written instructions of the Department.

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- 17. NOTICE OF CLAIMS. The Provider shall give the Contract Administrator immediate notice in writing of any legal action or suit filed related in any way to this Contract or which may affect the performance of duties under this Contract, and prompt notice of any claim made against the Provider by any Subcontractor which may result in litigation related in any way to this Contract or which may affect the performance of duties under this Contract.
- **18. <u>APPROVAL.</u>** This Contract must be approved by the State Controller and the State Purchases Review Committee before it can be considered a valid, enforceable document.
- 19. <u>INSURANCE REQUIREMENT.</u> The Provider shall keep in force a liability policy issued by a company fully licensed or designated as an eligible surplus line insurer to do business in this State by the Maine Department of Professional & Financial Regulation, Bureau of Insurance, which policy includes the activity to be covered by this Contract with adequate liability coverage to protect itself and the Department from suits. Providers insured through a "risk retention group" insurer prior to July 1, 1991, may continue under that arrangement. Prior to or upon execution of this Contract, the Provider shall furnish the Department with written or photocopied verification of the existence of such liability insurance policy.
 - A. Other Provisions Unless explicitly waived by the Department, the insurance policies shall contain, or be endorsed to contain, the following provisions:
 - The Provider's insurance coverage shall be the primary and contributory. Any insurance or self-insurance maintained by the Department for its officers, agents, and employees shall be in excess of the Provider's insurance and shall not contribute to it.
 - ii. The Provider's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.
 - iii. The Provider shall furnish the Department with certificates of insurance, and with those endorsements, if any, affecting coverage, required by these Insurance Requirements. The certificates and endorsements for each insurance policy are to be signed by a person authorized by the insurer to bind coverage on its behalf. All certificates and endorsements are to be received and approved by the Department before this Contract commences. The Department reserves the right to require complete, certified copies of all required insurance policies at any time.
 - iv. All policies should contain a revised cancellation clause allowing thirty (30) days notice to the Department in the event of cancellation for any reason, including nonpayment.
 - v. The Department will not grant the Provider, or any sub-contractor of the Provider, "Additional Insured" status and the Department will not grant any Provider a "Waiver of Subrogation".
- 20. NON-APPROPRIATION. Notwithstanding any other provision of this Contract, if the State does not receive sufficient funds to fund this Contract and other obligations of the State, if funds are deappropriated, or if the State does not receive legal authority to expend funds from the Maine State Legislature or Maine courts, then the State is not obligated to make payment under this Contract.
- 21. SEVERABILITY. The invalidity or unenforceability of any particular provision, or part thereof, of this Contract shall not affect the remainder of said provision or any other provisions, and this Contract shall be construed in all respects as if such invalid or unenforceable provision or part thereof had been omitted.

22. ORDER OF PRECEDENCE. In the event of a conflict between the documents comprising this Contract, the Order of Precedence shall be:

Rider C Exceptions

Rider B Terms and Conditions

Rider A Scope of Work

Funding Rider

Rider D Included at Department's Discretion

Rider E Included at Department's Discretion

Rider F Included at Department's Discretion

Rider G Identification of Country in which contracted work will be performed

Business Associate Agreement included at Department's Discretion

Other Included at Department's Discretion

- 23. <u>FORCE MAJEURE</u>. The performance of an obligation by either party shall be excused in the event that performance of that obligation is prevented by an act of God, act of war, riot, fire, explosion, flood, pandemic or other catastrophe, sabotage, severe shortage of fuel, power or raw materials, change in law, court order, national defense requirement, or strike or labor dispute, provided that any such event and the delay caused thereby is beyond the control of, and could not reasonably be avoided by, that party.
- 24. <u>SET-OFF RIGHTS</u>. The State shall have all of its common law, equitable and statutory rights of set-off. These rights shall include, but not be limited to, the State's option to withhold for the purposes of set-off any monies due to the Provider under this Contract up to any amounts due and owing to the State with regard to this Contract, any other Contract with any State department or agency, including any Contract for a term commencing prior to the term of this Contract, plus any amounts due and owing to the State for any other reason including, without limitation, tax delinquencies, fee delinquencies or monetary penalties relative thereto. The State shall exercise its set-off rights in accordance with normal State practices including, in cases of set-off pursuant to an audit, the finalization of such audit by the State agency, its representatives, or the State Controller.
- 25. ENTIRE CONTRACT. This document contains the entire Contract of the parties, and neither party shall be bound by any statement or representation not contained herein. No waiver shall be deemed to have been made by any of the parties <u>unless</u> expressed in writing and signed by the waiving party. The parties expressly agree that they shall not assert in any action relating to the Contract that any implied waiver occurred between the parties, which is not expressed in writing. The failure of any party to insist in any one or more instances upon strict performance of any of the terms or provisions of the Contract, or to exercise an option or election under the Contract, shall not be construed as a waiver or relinquishment for the future of such terms, provisions, option or election, but the same shall continue in full force and effect, and no waiver by any party of any one or more of its rights or remedies under the Contract shall be deemed to be a waiver of any prior or subsequent rights or remedy under the Contract or at law.
- 26. <u>AMENDMENT.</u> No changes, modifications, or amendments in the terms and conditions of this Contract shall be effective unless reduced to writing, numbered and signed by the duly authorized representative of the State and Provider.

- 27. <u>DEBARMENT AND PERFORMANCE CERTIFICATION</u>. By signing this Contract, the Provider certifies to the best of Provider's knowledge and belief that the aforementioned organization, its principals and any subcontractors named in this Contract:
 - A. Are not presently debarred, suspended, proposed for debarment, and declared ineligible or voluntarily excluded from bidding or working on contracts issued by any governmental agency.
 - B. Have not within three years of submitting the proposal for this contract been convicted of or had a civil judgment rendered against them for:
 - i. Fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a federal, state or local government transaction or contract.
 - ii. Violating Federal or State antitrust statutes or committing embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
 - iii. Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or Local) with commission of any of the offenses enumerated in paragraph (b) of this certification; and
 - iv. Have not within a three (3) year period preceding this proposal had one or more federal, state or local government transactions terminated for cause or default.
 - 28. <u>STATE PROPERTY.</u> The Provider shall be responsible for the proper custody, care and return of any Department or State-owned property furnished or state-funded for the Provider's use in connection with the performance of this Contract, and the Provider will reimburse the Department for its loss or damage, normal wear and tear excepted.
 - 29. <u>CYBERSECURITY AND PROHIBITED TECHNOLOGIES</u>. Through the execution of this contract, the Provider certifies that the aforementioned organization, its principals and any subcontractors named in this Contract:
 - A. is not a foreign adversary business entity, https://www.maine.gov/oit/prohibited-technologies, Title 5 M.R.S. §2021 (3); and
 - B. is not on the list of prohibited companies or does not obtain or purchase any information or communications technology or services included on the list of prohibited information and communications technology and services https://www.maine.gov/oit/prohibited-technologies, https://www.maine.gov/oit/prohibited-

Contracts entered into by a state agency in violation of Title 5 M.R.S. §2030-B are void. A person who executes this contract in violation of this section commits a civil violation for which a fine may be adjudged in an amount that is twice the amount of this contract or \$250,000, whichever is greater, (Title 5 M.R.S., §2030-A).

30. CONFIDENTIALITY.

A. Subject to the Maine Freedom of Access Act (FOAA), <u>Title 1 M.R.S. §400</u> et seq., "confidential information" means non-public information designated as protected from disclosure under state or federal law. Confidential information given to the Provider by the Department, or acquired by the Provider on behalf of the Department, whether in verbal, written, electronic, or any other format, shall be subject to the requirements herein. The term

STATE OF MAINE | SERVICE CONTRACT

- "confidential information" does not include any information or documentation that is subject to disclosure under FOAA.
- B. In conformance with applicable Federal and State statutes, regulations, and ethical standards, the Provider and the Department shall take all necessary steps to protect confidential information regarding all persons served by the Department, including the proper care, custody, use, and preservation of records, papers, files, communications, and any such items that may reveal confidential information about persons served by the Department, or whose information is utilized in order to accomplish the purposes of this Contract.
- C. In the event of a breach of this confidentiality provision, the Provider shall notify the Contract Administrator immediately.
- D. The Provider shall comply with the Maine Public Law, Title 10, Chapter 210-B (Notice of Risk to Personal Data Act).

SC Template – 11/13/2024 Page 15

RIDER G: IDENTIFICATION OF COUNTRY IN WHICH CONTRACTED WORK WILL BE PERFORMED

Please identify the country in w	hich the services	purchased	through this	contract	will be
performed:					

☑ United States. Please identify state: Maine

☐ Other. Please identify country: Enter Country

Notification of Changes to the Information:

The Provider agrees to notify the Office of State Procurement Services of any changes to the information provided above.

ORDER #49-2025

PROVIDING FOR: Approval of an Application for an Entertainment License for American Legion Post 80.
IT IS ORDERED that the attached application for an Entertainment License is hereby approved for:
Jasmine Neuhaus, Finance Officer, Business Address: 970 Central St., Millinocket d/b/a
Donald V. Henry American Legion Post 80, 970 Central St. Millinocket.
Passed by the Town Council

Attest:





APPLICATIONS FOR A SPECIAL AMUSEMENT LICENSE

FEE: \$25.00
NAME OF APPLICANT: Jasmine Neuhaus, Finance Officer
RESIDENCE: 425 Penobscot Are, 04462
NAME OF BUSINESS: Donald V. Henry American Legion Post 80
LOCATION TO BE USED: 970 Central St., Millinocket 04462
NATURE OF BUSINESS: Non-profit Veteran Organization with Launge
EMAIL ADDRESS: dvhpost 800gmail. com
TELEPHONE: 207-723-8088 /cel 253-893-9494
RESIDENCES OF APPLICANT IN THE LAST FIVE YEARS:
no change
HAS APPLICANT HAD A LICENSE DENIED OR REVOKED? YES NOX
IF YES, CIRUMSTANCES OF DENIAL OR REVOKED LICENSE:
HAVE YOU EVER BEEN CONVICTED OF A FELONY? (INCULDING PARTNERS OR CORPORATE OFFICERS) YES: NO:
IF YES, WHO & THE CIRCUMSTANCES:
*COPY OF CURRENT LIQUOR LICENSE (IF APPLICABLE)

^{*}OTHER INFORMATION MAY BE REQUESTED BY THE MUNICIPAL OFFICERS



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

8 STATE HOUSE STATION AUGUSTA, MAINE 04333-0008



License for the Sale of Liquor

License Number	Issue Date	Expiration Date
CCP-1990-3015	03/17/2024	03/16/2025

This License is valid only between the Issue Date and the Expiration Date appearing on this document. This License may be used only for the Named Holder at the Location for which the License was issued. The person or business named in this License is authorized to sell or serve liquor with liquor content as permitted by Maine law for the license type designated in this License.

All licensees shall make available for inspection their licenses at the premises to which those licenses apply. This License or each type of License issued as part of this License is subject to fine, suspension or revocation pursuant to Title 28-A of Maine law. License fee is non-refundable and the License is non-transferable unless approved by the Bureau.

Legal Name of Licensee:

AMERICAN LEGION, DONALD V. HENRY POST #80

Business Name of Licensee:
Address of Licensee:

AMERICAN LEGION POST #80 DONALD V. HENRY

970 OUTER CENTRAL STREET MILLINOCKET, ME, 04462

CODE	License Type and Description	FEE
CCP FF	CLASS I-CLUBS WITH CATERING PRIVILEGES-MALT LIQUOR, WINE AND SPIRITS FILING FEE	900.00

Total Fees:

\$ 910.00

Tracy A. Willett, Acting Deputy Director
Bureau of Alcoholic Beverages and Lottery Operations

AMERICAN LEGION POST #80 DONALD V. HENRY 970 OUTER CENTRAL STREET MILLINOCKET, ME 04462



STATE OF MAINE

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



LIQUOR LICENSE

On-Premises: Beer, Wine & Spirits

icense Number: CCP-90-100165

AMERICAN LEGION

DONALD V. HENRY POST #80

None

econdary Licenses:

icensee

Business:

Addre

Donald V. Henry American Legion Post #80

970 OUTER CENTRAL STREET MILLINOCKET ME 04462

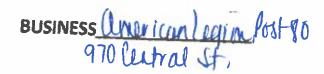
None

of the state

Bureau of Alcoholic Beverages and Lottery Operations Louis J. Luchini, Director



type designated in this license. All licenses shall make available for inspection their licenses at the premises to which those licenses apply. This license or each cation for which the license was issued. The person or wines named in this license is authorized to sell or serve liquor as permitted by Maine law for the licens This license is valid only between the issue date and type of license issued as per of this license is subject to fine, suspension, or revocation pursuant to Title 28-A of Maine law. the expiration date appearing on this document. This license may be used only for the named holder at the



ORDER # 49-1015

COVER SHEET FOR LIQUOR, ENTERTAINMENT OR VICTUALER LICENSE APPLICATIONS

TAXES ARE CURRENT	Yes	No
WASTEWATER IS CURRENT	Yes.	No
POLICE INCIDENTS IN THE PAST YEAR (IF APPLICABLE PLEASE LIST)	Yes	No

ORDER #50-2025

PROVIDING FOR: Approval of an Application for a Malt, Vinous and Spirituous Liquor License for American Legion Post 80.

IT IS ORDERED that the Millinocket Town Council approves the attached application for a malt, vinous and spirituous liquor license is hereby approved for:

Donald V. Henry, Business Address: 970 Central St., Millinocket d/b/a
American Legion Post 80, 970 Central St., Millinocket

Attest:

Passed by the Town Council	





State of Maine

Application Copy

File Number: 53196 Job Type: Renewal Application

LICENSE #

CCP-90-100165

APPLICATION DATE RECEIVED

2025-03-13

LICENSE TYPE

On-Premises: Beer, Wine & Spirits

LICENSEE

AMERICAN LEGION, DONALD V.

HENRY POST #80

AGENT NAME

EFFECTIVE DATE

2024-03-17

EXPIRES

2025-03-16

STATUS

Active

PREMISES NAME

AMERICAN LEGION POST #80

DONALD V. HENRY

NEW SECONDARY LICENSE(S)

None selected

PREMISES TYPE

PREMISES NAME

Club with catering privileges

AMERICAN LEGION POST #80 DONALD V. HENRY

OPERATOR

AMERICAN LEGION, DONALD V. **HENRY POST #80**

PHYSICAL ADDRESS

970 OUTER CENTRAL STREET MILLINOCKET ME 04462

MAILING ADDRESS

970 OUTER CENTRAL STREET MILLINOCKET ME 04462

CONTACT NAME PREFERRED CONTACT METHOD

DONALD V HENRY Email

CONTACT PHONE ALTERNATE PHONE

(207) 723-8088

FAX

dvhpost80@gmail.com

QUESTIONS

On-Premises: Beer, Wine & Spirit

 Is your business and "Doing Business As" (DBA) name registered and in good standing with the Maine Secretary of State? If not, please address this with the Secretary of State before proceeding with this application.

Answer "No" if you are a Sole Proprietor.

Yes 19470053ND

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

No

3. Are all licensees/applicants citizens of the United States?

Yes

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

Yes

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

Yes

(document uploaded)

6. Is your license application for Vessel Corporation?
No

7. Do you have a valid and current health license issued by Maine Department of Health and Human Services OR the Department of Agriculture?

Yes (document uploaded)

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

No

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

No

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

No

11 Is the licensee/applicant(s) directly or indirectly giving aid or assistance in the form of money, property, credit, or financial assistance of any sort, to any person or business entity holding a liquor license granted by the State of Maine?

No

12 Do you have a manager employed?

No

13 Has any of the listed applicants or an employed manager been denied a liquor license within the last 5 years?

No

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

No

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

No

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

No

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

Yes

- 18 At which address are your business records located? 970 Central St., Millinocket, ME 04462
- 19 What will be your business hours? Please indicate each day's open and close times.

Monday 12 noon - 0100, Tuesday 12 noon - 0100, Wednesday 12 noon - 0100, Thursday 12 noon - 0100, Friday 12 noon - 0100, Saturday 12 noon - 0100

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

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

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

\$684.30

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

\$41563.45

24 Do you have a food menu?

No

DOCUMENTS

TYPE	FILE NAME	DESCRIPTION
Club Questionnaire	Club Questionaire 2025.docx	
Maine Health or Agriculture License	2025 DEPT of Health and Human Services.pdf	
Premises Floor Plan	Lounge Floor Plan.pdf	
Corporate Supplemental Form	Supp. Ownership Form.pdf	

APPLICANT

AMERICAN LEGION, DONALD V. HENRY POST #80

DECLARATION

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

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

State of Maine

DEPARTMENT OF HEALTH AND HUMAN SERVICES
EST ID: 3202

EATING PLACE TIER 3 200 Seats (in)

AMERICAN LEGION POST #80 970 OUTER CENTRAL ST MILLINOCKET ME 04462

DONALD V HENRY POST #80 AMERICAN LEGION POST #80 PO BOX 366 MILLINOCKET ME 04462



EXPIRES: 12/28/2025

FEE: \$300.00

Commissioner

Jan Jagro Holm

NON-TRANSFERABLE

SUPPLEMENTARY QUESTIONNAIRE FOR CLUB APPLICANTS

To be completed by On-Premises Licensees that operates as a Club

A.		Club was incorporated: 11/13/1947	
В.	. Purpose of the Club:		
		Social x	
		Recreational	
		Fraternal x	
C.		are regular meetings are held: _4 th Thursday monthly at	
D.	Date of	election of club officers: April 2024, April 2025	-7.00
E.		ected officers are installed: May 2024, May	
F.	Total M	embership:340	
G.	Annual	Dues:\$50	
		e When? By end of calendar	
l.	Does th	ne club cater to the public or to groups of non-members on the premi	ses?
		bers and guests	
		ng salaries, will any person, other than the Club, receive any of the fir f liquor?	nancial profits from the
		no	
K.	lf a mar	nager or steward is employed, complete the following:	
	Name:	none employed	Date of Birth:



STATE OF MAINE

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

Supplemental Ownership Form 28-A M.R.S. §651

All Questions Must Be Answered Completely.

		Fred Lindsay 2	Jasmine R. Neuhaus 1	1	List the following info	Donald V. Henry American Legion Post #80
\$ }		1 DEC, 1952	2 APR, 1972	Date of Birth	rmation for off	an Legion Po
		21 DEC, 1952 dvhpost80@gmail.co	jasmine_41272@yaho o.com	Phone or E-mail	icers, directors, owners equ	
		23 Cedar S., E. Millinocket, ME 04430	12 APR, 1972 jasmine_41272@yaho 425 Penobscot Ave., Millinocket, o.com ME 04462	Address	List the following information for officers, directors, owners equal to or over 10%, and persons with indirect financial interest in the applicant.	oranon/registranon:
		Commander	Finance Officer	Title	ndirect financial interest in the	Maine
		0%	0%	Ownershi Stake (%	applicant.	

Affidavit

ONLY COMPLETE THIS PAGE IF THERE ARE NO OWNERS OVER 10% LISTED ON PAGE 1

The undersigned authorized representative of the applicant swears or affirms that no person that holds an ownership interest in the applicant holds an ownership interest equal to or greater than 10%.

Jan D. The	10 MAR, TOZ5
Affiant Signature	Date
Jasmine R. Neuhaus	
Affiant Printed Name	
State of Maine, County of	of Penokscot

I certify that on the date set forth below, the individual named above did appear personally before me and that I did identify this applicant by: (a) comparing his/her physical appearance with the photograph on the identifying document presented by the applicant and with the photograph affixed hereto, and (b) comparing the applicant's signature made in my presence on this form with the signature on his/her identifying document.

Signature of Notary Public Date

Printed Name of Notary Public

JULIE ACHORN
Notary Public - Maine
My Commission Expires
September 14, 2030

WARNING: The statements on this application are made under oath or affirmation. False statements can be grounds for rejection of the application or suspension or revocation of a license. False swearing is a Class D crime punishable by up to 364 days incarceration and a \$2,000 fine.

BABLO/102 01/2025