



## Town of Damariscotta Select Board Meeting

**February 4, 2026**

**Town Office  
21 School St  
5:30 PM**

*Join Virtually*

Meeting: <https://us02web.zoom.us/j/85228756628>

### **AGENDA**

- 1. Pledge of Allegiance**
- 2. Call Select Board Meeting to Order**
- 3. Minutes**
  - i. January 21, 2026 and January 27, 2026
- 4. Financial Reports**
  - i. Payroll Warrants #\_\_\_\_
  - ii. Accounts Payable Warrants #\_\_\_\_
- 5. Citizen Comments and General Correspondence**
- 6. Town Manager's Report**
- 7. Official Action Items**
  - i. Liquor License Renewals:
    1. American Legion Post #42 Wells-Hussey
    2. Reunion Station Restaurant
  - ii. Entertainment License Renewals:
    1. American Legion Post #42 Wells-Hussey
    2. The Penalty Box II
  - iii. CLC Ambulance Interlocal Agreement Amendment: *Possible Action*
- 8. Select Board's Discussion Items**
- 9. Adjournment**



**Town of Damariscotta**  
**Select Board Meeting**

**January 21, 2026**

**Town Office**  
**21 School St**  
**5:30 PM**

**MINUTES**

**Attendance:**

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

**Absent:** Darryl Day

**Others:** Andrew Dorr, Town Manager; Emerson Wesselhoff, Island Institute Fellow; Michael Martone, Town Planner; Christina Wallace, LCN; Jacob Daku, Ceirra Daku, Ginger Daku, Lily Wisdom, Jake Wisdom, YiYu He, Gabrian McPhail, Resilience Coordinator Collaborative (on zoom)

- 1. Pledge of Allegiance**
- 2. Public Hearing**

Fraser opened the Public Hearing at 5:30 p.m.

- i. Kender Farm Inc (DBA Blue Sky) at 434 Main Street, Damariscotta  
Jacob Daku gave a brief overview of his intent to open an Adult Recreation Cannabis Retail store.  
Fraser asked if there were any questions from the audience, hearing none, Fraser closed the Public Hearing at 5:32 p.m.

- 3. Call Select Board Meeting to Order**

Fraser called the Select Board Meeting to order at 5:33 p.m.

- 4. Minutes**

- i. January 7, 2026 and January 14, 2026 Special Meeting  
Motion by Anderson to approve the minutes of the January 7, 2026 and the January 14, 2026 Special Meeting as presented.  
Second by Fraser  
Vote: 3/0/1

- 5. Financial Reports**

- i. Payroll Warrants #\_\_\_\_  
Motion by Fraser to approve Payroll Warrant # 31.  
Second by Anderson  
Vote: 4/0/0

- ii. Accounts Payable Warrants #\_\_\_\_  
Motion by Fraser to approve Accounts Payable Warrants #32 and #33.  
Second by Keushguerian  
Vote: 4/0/0

**8. Official Action Items**

- i. Adult Recreation Cannabis Retail License: Kender Farm Inc (DBA Blue Sky)

Dorr shared that there were 2 pending items pending per Damariscotta ordinance; reports from the Fire Chief and Police Chief are required prior to the issuance of the license.

Motion by Fraser to conditionally approve the Adult Recreation Cannabis Retail License: Kender Farm Inc (DBA Blue Sky) pending outstanding items.

Second by Keushguerian

Vote: 2/2/0

Motion Failed

Anderson suggested adding the words “positive review from the Fire Chief and Police Chief” to the motion. There was no second.

Following a brief discussion clarifying the intention and rationale of the term “positive”, a second attempted motion was made.

Motion by Anderson to conditionally approve the Adult Recreation Cannabis Retail License: Kender Farm Inc (DBA Blue Sky); subject to positive reviews by the Fire Chief and Police Chief.

Second by Fraser

Vote: 3/1/0

- ii. Liquor License Renewal: Lucky Fortune

Motion by Fraser to approve the Liquor License Renewal: Lucky Fortune

Second by Hunter

Vote: 5/0/0

**6. Citizen Comments and General Correspondence**

None

## 7. Town Manager's Report

Dorr provided a written report. Also included were printouts of EV charging data. Dorr noted that once these data were synched with the CMP bills, the information might be more helpful. It has been observed that cars are parking against the building. Non-electric car enforcement may become an issue. Keuchguerian commented that including upcoming meetings in the report was very helpful.

### i. Strategic Plan Update

Emerson Wesselhoff, Island Institute Fellow; reviewed the process for creating the initial Strategic Plan; which was developed with the consultant Gabe McPhail of the Resilience Coordinator Collaborative; and was looking for feedback on the process itself and to share a process for reviewing the plan. Steps would include quarterly check-ins with the Select Board to review the status of projects underway, discuss stalled projects and challenges, review new projects, review funding, and publish information on the ClearGov dashboard. There was discussion about whether information should be shared at the annual Town Meeting or having a more focussed, separate Town Meeting. A three-year review was also presented, which would include a process similar to each annual review, updating ClearGov and including more public engagement.

A protocol for introducing new strategies was explained, essentially using the same scoring and sorting method as the original creation of the Plan and using a standardized checklist to determine if a strategy aligns with the current plan. Anderson suggested the word "feasible" should be better defined. Perhaps using terms such as "too expensive", "no staff", or "impactful". All members agreed they thought the workshop process was the most beneficial and certainly was useful for planning. The data itself is meaningful for budgeting purposes, it will give direction to staff and will give qualitative information to the public. Wesselhoff continued to illustrate a visual roadmap which might include posters sharing our vision, guiding values, goals and selected categories on which we are focused. Potential maps of the Town, with locations of projects, showing categories covered and status. The Board was appreciative of the progress, and updates on this project. "Keep up the good work".

### ii. Dam~New Public Works Committee Update

The last meeting was held on January 13th. Dorr acknowledged that the public wants to be helpful. People have done their own research. There seems to be some frustration, however, as the audience is expecting a back and forth type of meeting with the committee. In general, the group's conversations are constructive. When the group is ready, it will go to a public meeting. Hunter commented that even if it doesn't move forward, it is

helpful data and was definitely worth the time to explore this possibility. Hunter wondered whether there might be other opportunities for possible collaborations with Towns. Dorr gave an example of buying property for multiple uses, Public works and potentially a transfer station, noting that Damariscotta pays the highest amount of the 5 Towns that currently use the one in Nobleboro, and don't even have a vote on the Board.

## **9. Select Board's Discussion Items**

### **i. Review Parking and Traffic Ordinance**

Fraser asked to specifically review Article 6: Notification and Traffic Control. It is the obligation of any organization hosting an.... event.... that could "affect the normal flow of traffic to any road" to notify the police department no less than 10 days prior to the...activity. Is ten days really enough time? Also sharing that the fee schedule should probably be brought more up to date.

Anderson shared that when the Rotary has done parking for large events, there is usually a police car there watching. He shared an instance when the police did intervene, when an issue occurred. The biggest concern was how to accommodate a function on short notice. The entire Board indicated that since we have a new Police Chief, this ordinance should be reviewed by him, and brought back to the Board with any input on revisions.

Martone suggested that this article, in particular, be information shared with the public; similar to how information regarding protocol on applications and other ordinances are shared.

Keushguerian asked if the Parking Lot reimbursement had come in yet. Dorr replied that he still has not seen it. He is also watching some funding bills for potential money for the Church St project. There is a Northern Borders Grant that Lincoln County is interested in, that Damariscotta might gain access to.

## **10. Adjournment**

Motion by Fraser to adjourn at 7:00 p.m.

Second by Hunter

Vote: 4/0/0



## Town of Damariscotta Select Board Meeting

January 27, 2026

Town Office  
21 School St  
10:30 AM

### MINUTES

**Attendance:**

**Select Board:** Daryl Fraser, Andrea Keushguerian, Darryl Day, Daniel Hunter

**Absent:** Tom Anderson

**Others:** Andrew Dorr, Town Manager, Rebecca Bartolotta, Town Clerk

1. **Pledge of Allegiance**
2. **Call Select Board Meeting to Order**

Fraser called the Special Meeting to order at 10:35 a.m.

Rebecca Bartolotta swears in Erik Josephson as the Damariscotta Police Chief.

3. **Citizen Comments and General Correspondence**
4. **Official Action Items**
5. **Select Board's Discussion Items**
6. **Adjournment**

Motion by Fraser to adjourn the meeting.

Second by Day

Vote: 4/0/0



## Application Copy

File Number: 127169

Job Type: Renewal Application

*02.04.2026 5:30PM*

LICENSE # CCP-90-100100	APPLICATION DATE RECEIVED 2026-01-15
LICENSE TYPE On-Premises: Beer, Wine & Spirits	LICENSEE Wells-Hussey Post No. 42, The American Legion
AGENT NAME	EFFECTIVE DATE 2025-01-23
EXPIRES 2026-01-22	STATUS Active
PREMISES NAME American Legion Post #42, Wells-Hussey	
NEW SECONDARY LICENSE(S) None selected	
PREMISES TYPE Club with catering privileges	PREMISES NAME American Legion Post #42, Wells-Hussey
OPERATOR Wells-Hussey Post No. 42, The American Legion	
PHYSICAL ADDRESS 527 MAIN ST DAMARISCOTTA ME 04543-4660	

*02.04.26*

*Rec'd 01.20.26  
Contact App - email 01.20.26  
Req. Chiefs info - email 01.20.26  
TD BD: 01.20.26*

MAILING ADDRESS

527 MAIN ST DAMARISCOTTA ME 04543-4660

CONTACT NAME

Kassidi Gilbert

PREFERRED CONTACT METHOD

Email

CONTACT PHONE

(207) 563-3738

ALTERNATE PHONE

FAX

EMAIL

ktd23xx@yahoo.com

QUESTIONS

**On-Premises: Beer, Wine & Spirit**

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

Answer "No" if you are a Sole Proprietor.

Yes

19400025ND

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

No

3. Is the applicant/licensee an individual, partnership, or association?  
(Not a corporation or LLC)

No

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?

No

8. Do you have a license from the Office of the State Fire Marshal? Contact (207) 626-3870 to determine whether licensure is necessary.

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. What is the full name and date of birth of the person managing this premises?

Ryan Frank Coffin 06/28/1977

13. Has any of the listed applicants, an immediate family member of an applicant, or an employed manager been denied a liquor license or had a liquor license revoked within the last 5 years?

No

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

No

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

No

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

No

17 Does the licensee/applicant have any arrangement such as a lease where rent is based on sales, an agreement where another party receives a portion of the revenue or profits from the business, or a right to acquire an ownership interest in the business?

No

18 At which address are your business records located?

527 Main St Damariscotta ME 04537

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

Mon: 4pm - 7pm

Tues: 4pm - 7pm

Wed: 4pm - 7pm

Thurs: 4pm - 7pm

Fri: 4pm - 7pm

Sat: 4pm - 7pm

Sun: 12pm - 5pm

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.

Great Salt Bay School - 1/2 mile

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

No

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

0

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

\$75,000

24 Do you have a food menu?

No

25 How many seats do you have? Include indoor and outdoor seating.

120

26 How many bathrooms do you have available to the public?

bathrooms are for members and guests - 4 available

27 Do you currently have any advertising or sponsorship agreements with a wholesale licensee or certificate of approval holder (including agreements for signage, naming rights, event sponsorships or branded areas)?

No

#### DOCUMENTS

TYPE	FILE NAME	DESCRIPTION
Premises Floor Plan	20260113_141118.jpg	
Club Questionnaire	20260113_141125.jpg	

Supplemental Ownership Form 102 Supplemental  
Ownership Form and  
Affidavit-2.pdf

Maine Health or Agriculture  
License

20260115\_150548 (2).jpg

We have a new one but I don't  
have a copy of it. it got sent to the  
wrong email and I've been on the  
phone all day trying to figure it  
out...

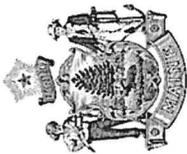
#### APPLICANT

Wells-Hussey Post No. 42, The  
American Legion

#### DECLARATION

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

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



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

**Supplemental Ownership Form**

28-A M.R.S. §651

*All Questions Must Be Answered Completely.*

<b>1. Company or sole proprietor legal name:</b> Wells-Hussey american Legion Post #42	<b>2. Date of incorporation/registration:</b> 1919	<b>3. State of incorporation:</b> Maine
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List the following information for officers, directors, owners equal to or over 10%, and persons with indirect financial interest in the applicant.

Name	Date of Birth	Phone or E-mail	Address	Title	Ownership Stake (%)
Kassidi Gilbert	6/27/1995	ktd23xx2yahoo.com	384 duckpuddle rd nobleboro maine 04555	Bar manager	0%



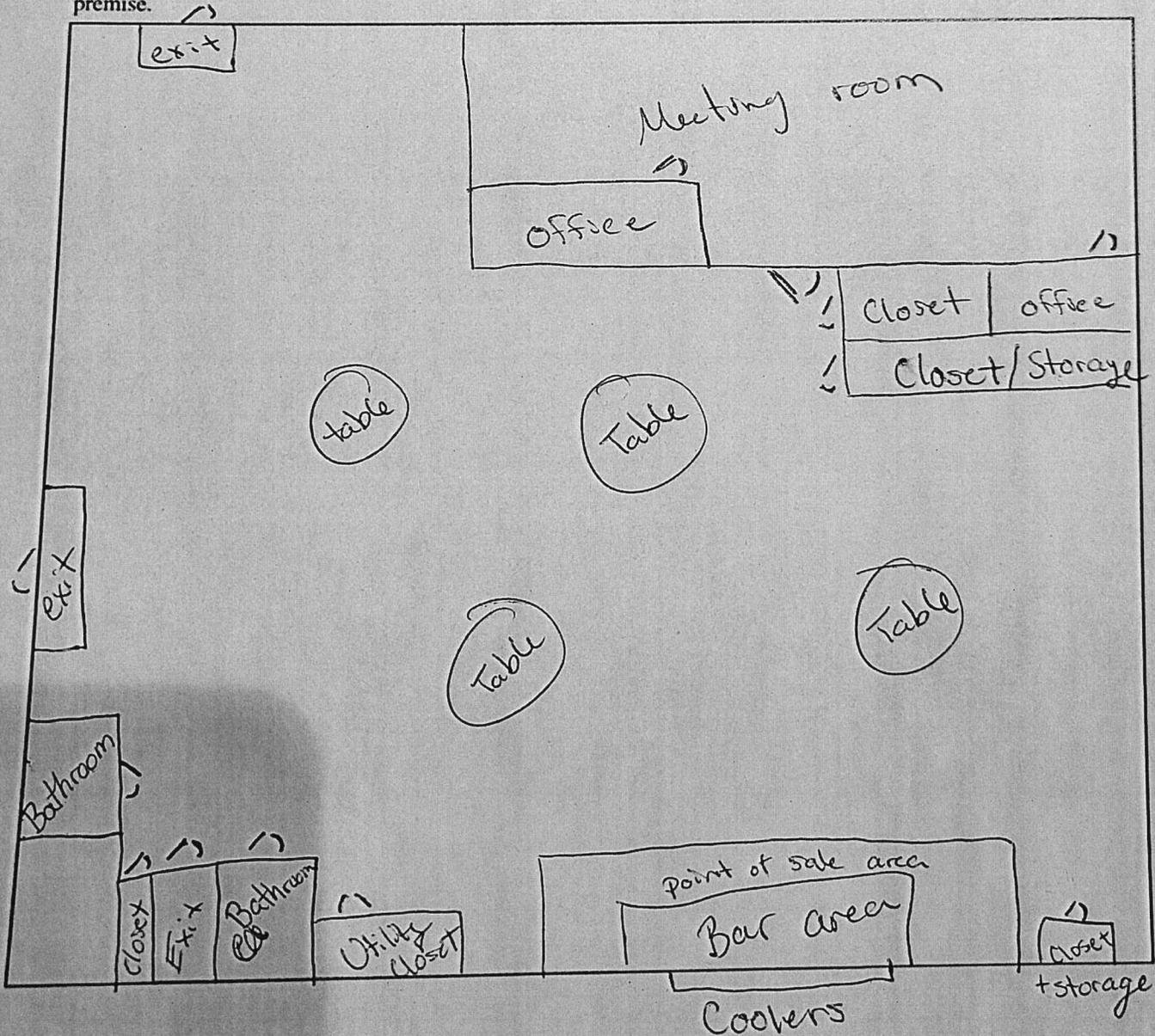


**STATE OF MAINE**  
DEPARTMENT OF ADMINISTRATIVE AND FINANCIAL SERVICES  
BUREAU OF ALCOHOLIC BEVERAGES AND LOTTERY OPERATIONS  
DIVISION OF LIQUOR LICENSING AND ENFORCEMENT

**Premises Floor Plan**

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

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



## SUPPLEMENTARY QUESTIONNAIRE FOR CLUB APPLICANTS

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

A. Date Club was incorporated:

Aug, 29<sup>th</sup> 1919

B. Purpose of the Club:

- Social  
 Recreational  
 Fraternal

C. When are regular meetings are held:

First Wednesday of the month

D. Date of election of club officers:

May of every year

E. Date elected officers are installed:

June of every year

F. Total Membership:

225

G. Annual Dues:

852

H. Payable When?

First of the year

I. Does the club cater to the public or to groups of non-members on the premises?

No

J. Excluding salaries, will any person, other than the Club, receive any of the financial profits from the sales of liquor?

No.

K. If a manager or steward is employed, complete the following:

Name: \_\_\_\_\_

Date of Birth: \_\_\_\_\_

Principal Officer Name	Title	Phone Number
Ryan Coffon	Commander	207-563-6988
Kassidy Gilbert	Bar manager	207-350-5852
Jessica Little	Finance Officer	207-837-8370

# Damariscotta Police Department



21 School Street  
Damariscotta, Maine 04543  
(207)563-1909 (207) 563-3200 fax (207) 563-8986

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TOGETHER WE MAKE A DIFFERENCE

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January 20, 2026

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

Re: American Legion Hall, Wells Hussey Post #42

To the Board of Selectman:

As requested, I had my staff research our records for any police complaints or contacts involving The American Legion Hall, Wells Hussey Post #42.

In a period of one year this department has responded to that location as follows:

- 4 Motor Vehicle Stops
- 1 Motor Vehicle Accident

To our knowledge, none of these calls involved the serving of alcohol at The American Legion Hall, Wells Hussey Post #42.

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

Sincerely,

Administrative Assistant to the Chief of Police  
Emma Solorzano  
Damariscotta Police Department



## Application Copy

File Number: 128952

Job Type: Renewal Application

LICENSE # CAR-01-104511	APPLICATION DATE RECEIVED 2026-01-23
LICENSE TYPE On-Premises: Beer, Wine & Spirits	LICENSEE MIKEGORD, INC.
AGENT NAME	EFFECTIVE DATE 2025-03-21
EXPIRES 2026-03-20	STATUS Active
PREMISES NAME REUNION STATION RESTAURANT	
NEW SECONDARY LICENSE(S) None selected	
PREMISES TYPE Class A Restaurant	PREMISES NAME REUNION STATION RESTAURANT
OPERATOR MIKEGORD, INC.	
PHYSICAL ADDRESS 21 CENTER ST DAMARISCOTTA ME 04543-4508	
MAILING ADDRESS 21 CENTER ST DAMARISCOTTA ME 04543-4508	

CONTACT NAME

DALE A FELTIS

PREFERRED CONTACT METHOD

Email

CONTACT PHONE

(207) 563-5557

ALTERNATE PHONE

FAX

EMAIL

spfeltis@gmail.com

QUESTIONS

### **On-Premises: Beer, Wine & Spirit**

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

Answer "No" if you are a Sole Proprietor.

Yes

20150002D

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

No

3. Is the applicant/licensee an individual, partnership, or association?  
(Not a corporation or LLC)

No

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

Yes

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

No

6. Is your license application for Vessel Corporation?

No

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

Yes

(document uploaded)

8. Do you have a license from the Office of the State Fire Marshal? Contact (207) 626-3870 to determine whether licensure is necessary.

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. What is the full name and date of birth of the person managing this premises?

Dale A Feltis 9-09-62

Sharlene P Feltis 11-14-67

13. Has any of the listed applicants, an immediate family member of an applicant, or an employed manager been denied a liquor license or had a liquor license revoked within the last 5 years?

No

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

No

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

No

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

No

17 Does the licensee/applicant have any arrangement such as a lease where rent is based on sales, an agreement where another party receives a portion of the revenue or profits from the business, or a right to acquire an ownership interest in the business?

No

18 At which address are your business records located?

1941 Bristol Road, Bristol ME 04539

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

Closed Monday

Tues - Sat 11 am to 8 pm

Sun - 11 am - 2 pm

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.

Nobleboro Village Church 1.5 miles

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

No

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

427510.72

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

29426.20

24 Do you have a food menu?

Yes

(document uploaded)

25 How many seats do you have? Include indoor and outdoor seating.

72

26 How many bathrooms do you have available to the public?

2

27 Do you currently have any advertising or sponsorship agreements with a wholesale licensee or certificate of approval holder (including agreements for signage, naming rights, event sponsorships or branded areas)?

No

#### DOCUMENTS

TYPE	FILE NAME	DESCRIPTION
Food Menu	1000011414.jpg	
Maine Health or Agriculture License	1000011376.jpg	
Premises Floor Plan	1000011379.jpg	
Supplemental Ownership Form	102 Supplemental Ownership Form and Affidavit-2.pdf	

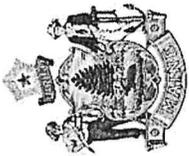
APPLICANT

MIKEGORD, INC.

DECLARATION

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

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



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

**Supplemental Ownership Form**

28-A M.R.S. §651

*All Questions Must Be Answered Completely.*

<b>1. Company or sole proprietor legal name:</b> <b>Mike gord, Inc</b>	<b>2. Date of incorporation/registration:</b> <b>May 2001</b>	<b>3. State of incorporation:</b> <b>Maine</b>
---------------------------------------------------------------------------	------------------------------------------------------------------	---------------------------------------------------

List the following information for officers, directors, owners equal to or over 10%, and persons with indirect financial interest in the applicant.

Name	Date of Birth	Phone or E-mail	Address	Title	Ownership Stake (%)
Dale A Feltis	9-09-62	207-563-5557	1941 Bristol Rd, Bristol, ME 04539	Pres	50
Sharlene P Feltis	11-14-67	207-563-5557	1941 Bristol Rd, Bristol, ME 04539	secr	50

## 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%.

\_\_\_\_\_  
Affiant Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Affiant Printed Name

State of \_\_\_\_\_, County of \_\_\_\_\_

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

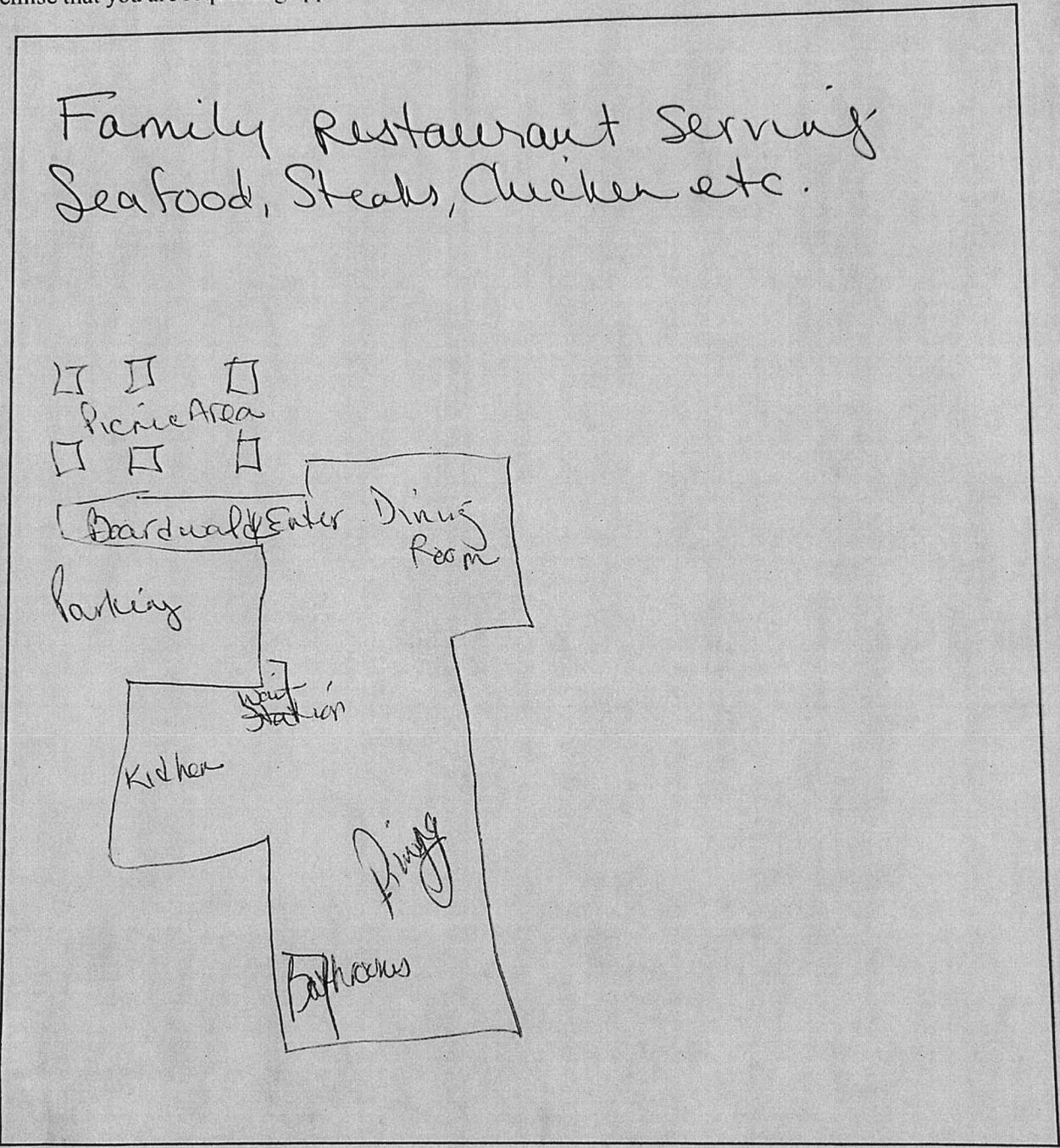
\_\_\_\_\_  
Date

\_\_\_\_\_  
Printed Name of Notary Public

**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.

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

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



# State of Maine

DEPARTMENT OF HEALTH AND HUMAN SERVICES

**EST ID: 2547**

EATING PLACE TIER 2 72 Se

REUNION STATION RESTAURANT

21 CENTER ST

DAMARISCOTTA ME 04543-4508

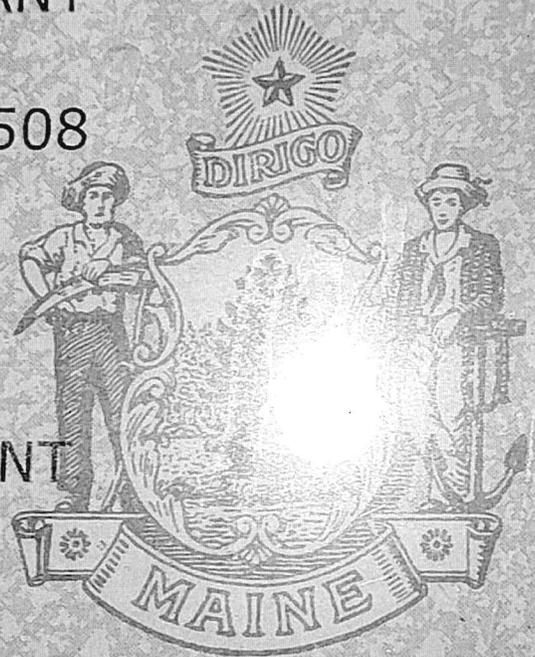
ATTN DALE FELTIS

MIKEGORD INC

REUNION STATION RESTAURANT

21 CENTER ST

DAMARISCOTTA ME 04543



NON-TRANSFERABLE

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

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

Dated: \_\_\_\_\_

Who is approving this application?  Municipal Officers of \_\_\_\_\_

County Commissioners of \_\_\_\_\_ County

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

Signature of Officials	Printed Name and Title

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

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

§653. Hearings; bureau review; appeal

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

A. The bureau shall prepare and supply application forms.

*Damariscotta Police Department*  
*Chief Erik Josephson*



*21 School Street*  
*Damariscotta, Maine 04543*  
*(207)563-1909 (207) 563-3200 fax (207) 563-8986*  
*email: chief@damariscotta.maine.gov*

---

**TOGETHER WE MAKE A DIFFERENCE**

---

January 27, 2026

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

Re: Reunion Station

To the Board of Selectman:

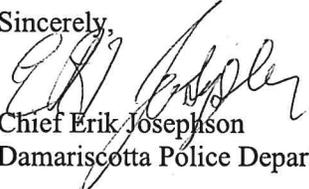
As requested, I had my staff research our records for any police complaints or contacts involving Reunion Station located at 21 Center St. In a period of one year this department has responded to that location as follows (See Attached Information):

- 6 Motor Vehicle Stop
- 1 Community Policing
- 1 Pedestrian Check

To our knowledge, none of these calls involved the serving of alcohol at Reunion Station. All above mentioned calls were under the previous establishment.

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

Sincerely,

  
Chief Erik Josephson  
Damariscotta Police Department

# TOWN OF DAMARISCOTTA

## RENEWAL APPLICATION FOR ENTERTAINMENT/SPECIAL AMUSEMENT PERMIT

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

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

Current License Expires: \_\_\_\_\_

Name of Organization: American legion Post #42 Wells-Hussey

Organization Phone #: 207-563-3738

Location of Entertainment: 527 main st Damariscotta Maine 04543

Planned Time/Hours: 4pm till 12am

Lighting & Noise Level: normal level lighting, acoustic and minimally amplified music

Days of Occurrence: monday - sunday

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

Kassidi Gilbert  
Signature of Applicant

\_\_\_\_\_  
Town Manager or Town Clerk

01/28/26  
Date

\_\_\_\_\_  
Date

Fee Paid _____	Date _____	Clerks initials _____
Ad to run in _____ edition of the Lincoln County News		
Hearing to be held on Wednesday, _____ at _____ at the Municipal Building at 21 School St.		
Applicant notified of said hearing _____		

Police Report obtained \_\_\_\_\_

# TOWN OF DAMARISCOTTA

## RENEWAL APPLICATION FOR ENTERTAINMENT/SPECIAL AMUSEMENT PERMIT

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

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

Current License Expires: Feb 5 2026

Name of Organization: THE Penalty BOX II

Organization Phone #: 207-563-1563 Email: thepenaltybox@yahoo.com

Type of Entertainment: live Entertainment

Location of Entertainment: 436 Main St Damariscotta

Planned Time/Hours: Sunday - Thurs 11 AM to 9 P.M. Fri & Sat 11 A.M to 11 P.M

Lighting & Noise Level: Normal Lighting Medium Noise Level

Days of Occurrence: 7 Days A Week

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

[Signature]  
Signature of Applicant

\_\_\_\_\_  
Town Manager or Town Clerk

1/27/21  
Date

\_\_\_\_\_  
Date

Fee Paid <u>N/A</u>	Date <u>01.27.21</u>	Clerks initial _____
Ad to run in <u>N/A</u>	edition of the Lincoln County News	
Hearing to be held on Wednesday, <u>N/A</u>	at _____	
Applicant notified of said hearing <u>N/A</u>		
Police Report obtained _____		

This Renewal will only go to March 31st to align with liquor lic renewal time.

The Board will see another renewal w/ March liquor lic.

B

*Damariscotta Police Department*  
*Chief Erik Josephson*



*21 School Street*  
*Damariscotta, Maine 04543*  
*(207)563-1909 (207) 563-3200 fax (207) 563-8986*  
*email: chief@damariscotta.maine.gov*

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**TOGETHER WE MAKE A DIFFERENCE**

---

January 28, 2026

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

Re: The Penalty Box II

To the Board of Selectman:

As requested, I had my staff research our records for any police complaints or contacts involving The Penalty Box II located at 436 Main Street. During the time of January 1, 2024 through January 1, 2025 this department has responded to that location as follows (See Attached Information):

- 1 Records Request
- 1 Property Check
- 6 Motor Vehicle Stops
- 1 Assist Citizen
- 1 Training Test Call
- 1 Trespassing
- 1 Theft
- 1 Police Information
- 3 Motor Vehicle Accident
- 3 Suspicious Activity
- 3 Alarm/Burglary
- 2 Found/Lost Property
- 1 Harassment
- 1 Animal Complaint
- 2 Medical Emergency

To our knowledge, none of these calls involved the serving of alcohol at The Penalty Box II. Please do not hesitate to contact me if you have further concerns or questions regarding this information.

Sincerely,



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## Fwd: Maine PERS Update/Interlocal Agreement

---

Tom Anderson <tomwanderson1@gmail.com>

Tue, Jan 27, 2026 at 6:52 PM

To: Andrew Dorr <adorr@damariscottame.com>, Daryl Fraser <dfraser@damariscottame.com>

If possible, can we add the Interlocal agreement attached for approval at tomorrow's meeting. It looks like with an approved Interlocal and a revised by-laws, CCL ambulance employees may be eligible for PERS.

----- Forwarded message -----

From: **Nicholas Bryant** <servicechief@clcambulanceservice.org>

Date: Tue, Jan 27, 2026 at 4:21 PM

Subject: Maine PERS Update/Interlocal Agreement

To: Tom Anderson <tomwanderson1@gmail.com>, Keith Mestrich <keith.mestrich2@gmail.com>, Joe Rose <JRose@bristolmaine.org>, Betsy Graves <sambetsy@tidewater.net>, Angela Kostenbader <achase380@gmail.com>, Jon Chadwick <jonchadwick92@gmail.com>, Karen Paz <kpaz@newcastlemaine.us>, Wendy Pieh <wpieh@tidewater.net>, Emerald Friend <clerk@tidewater.net>, Peter Goth <petergoth@ymail.com>, Tamara Poland-Kaler <kalerctpn@gmail.com>

Good afternoon all,

Here is the most recent update from Maine PERS after questioning why other 501(c)(3) organizations are permitted as well as for the formal appeals process:

*"Ni Nicholas, Our legal department has responded to your questions. Here's what they have to say, "There are apparent inconsistencies between CLC's bylaws and interlocal agreement, particularly related to fiscal responsibility. The language in the interlocal agreement would be more favorable to CLC than what is currently included in the bylaws. Additionally, the bylaws contain some ambiguous language as to what happens to the assets upon the entity's dissolution. It is unclear whether all assets revert to the towns. If those items can be remedied, we believe CLC would satisfy the multi-factor analysis and would be eligible to join the plan."*

With that response, it would seem our modified interlocal agreement will suffice, and some minor tweaks to our bylaws are all that is required. After talking with Joe, I have asked Hylie West to take a look at these changes and get us a draft, which we are still waiting for. Once we have this draft, we can hold a meeting to update the bylaws, which can be done with a simple vote of the board.

As you all voted to approve in November, attached is a copy of the proposed new interlocal agreement as well as the statute defining PLDs. I know the process may vary by municipality to get selectboard signatures, but I wanted to get it into your hands final as it appears no further changes need to be made to this document.

If you have any questions or concerns, please reply to all so we can address anything to the best of our abilities. Have a great afternoon.

Nicholas Bryant  
Service Chief



Central Lincoln County Ambulance Service  
P.O. Box 373  
Damariscotta, Maine 04543  
Cell: (207) 350-9529  
Fax: (207) 563-7105

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agent of the intended recipient, please immediately contact the sender by reply e-mail and destroy/delete all copies of the original message.

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**"There is no such thing as a minor lapse of integrity." Tom Peters**

Tom W. Anderson  
97 Westview Road  
Damariscotta, ME 04543  
(925) 330-0168

---

**2 attachments**



**INTERLOCAL AGREEMENT 2025 ver1.pdf**

156K



**Interlocal statute.pdf**

824K

**Title 30-A: MUNICIPALITIES AND COUNTIES**  
**Part 2: MUNICIPALITIES**  
Subpart 2: ORGANIZATION AND INTERLOCAL COOPERATION  
**Chapter 115: INTERLOCAL COOPERATION**

### **§2203. Joint exercise of powers**

Any power or powers, privileges or authority exercised or capable of exercise by a party to an agreement under this chapter may be exercised and enjoyed jointly or cooperatively with any other party to the extent that federal laws, when applicable, permit the joint or cooperative exercise. When acting jointly or cooperatively with any party, any agency of State Government may exercise all of the powers, privileges and authority conferred by this chapter upon a public agency. [PL 2009, c. 636, Pt. D, §3 (AMD).]

**1. Agreement.** Any 2 or more parties may enter into agreements with one another for joint or cooperative action under this chapter. The governing bodies of the participating parties must take appropriate action by ordinance, resolution or other action under law before any such agreement may become effective.

[PL 2009, c. 636, Pt. D, §3 (AMD).]

**2. Specifications.** Any agreement made under this chapter must specify the following:

**A. Its duration;** [PL 1987, c. 737, Pt. A, §2 (NEW); PL 1987, c. 737, Pt. C, §106 (NEW); PL 1989, c. 6 (AMD); PL 1989, c. 9, §2 (AMD); PL 1989, c. 104, Pt. C, §§8, 10 (AMD).]

**B. The precise organization, composition and nature of any separate legal or administrative entity created by the agreement together with the powers delegated to that entity, provided the entity may be legally created;** [PL 1987, c. 737, Pt. A, §2 (NEW); PL 1987, c. 737, Pt. C, §106 (NEW); PL 1989, c. 6 (AMD); PL 1989, c. 9, §2 (AMD); PL 1989, c. 104, Pt. C, §§8, 10 (AMD).]

**C. Its purpose;** [PL 1987, c. 737, Pt. A, §2 (NEW); PL 1987, c. 737, Pt. C, §106 (NEW); PL 1989, c. 6 (AMD); PL 1989, c. 9, §2 (AMD); PL 1989, c. 104, Pt. C, §§8, 10 (AMD).]

**D. The manner of financing the joint or cooperative undertaking and of establishing and maintaining a budget for the undertaking;** [PL 1987, c. 737, Pt. A, §2 (NEW); PL 1987, c. 737, Pt. C, §106 (NEW); PL 1989, c. 6 (AMD); PL 1989, c. 9, §2 (AMD); PL 1989, c. 104, Pt. C, §§8, 10 (AMD).]

**E. The method to be used to partially or completely terminate the agreement and to dispose of property upon termination; and** [PL 1987, c. 737, Pt. A, §2 (NEW); PL 1987, c. 737, Pt. C, §106 (NEW); PL 1989, c. 6 (AMD); PL 1989, c. 9, §2 (AMD); PL 1989, c. 104, Pt. C, §§8, 10 (AMD).]

**F. Any other necessary and proper matters.** [PL 1987, c. 737, Pt. A, §2 (NEW); PL 1987, c.

737, Pt. C, §106 (NEW); PL 1989, c. 6 (AMD); PL 1989, c. 9, §2 (AMD); PL 1989, c. 104, Pt. C, §§8, 10 (AMD).]

[PL 1987, c. 737, Pt. A, §2 (NEW); PL 1987, c. 737, Pt. C, §106 (NEW); PL 1989, c. 6 (AMD); PL 1989, c. 9, §2 (AMD); PL 1989, c. 104, Pt. C, §§8, 10 (AMD).]

**3. Additional items.** If the agreement does not establish a separate legal entity to conduct the joint or cooperative undertaking, the agreement, in addition to the items listed in subsection 2 (../30-A/title30-Asec2203.html), must contain the following.

**A.** It must provide for an administrator or a joint board responsible for administering the joint or cooperative undertaking. In the case of a joint board, all parties to the agreement must be represented. [PL 2009, c. 636, Pt. D, §3 (AMD).]

**B.** It must provide the manner of acquiring, holding and disposing of real and personal property used in the joint or cooperative undertaking. [PL 1987, c. 737, Pt. A, §2 (NEW); PL 1987, c. 737, Pt. C, §106 (NEW); PL 1989, c. 6 (AMD); PL 1989, c. 9, §2 (AMD); PL 1989, c. 104, Pt. C, §§8, 10 (AMD).]

[PL 2009, c. 636, Pt. D, §3 (AMD).]

**4. Responsibility.** No agreement made under this chapter may relieve any party of any obligation or responsibility imposed upon it by law except to the extent of actual and timely performance by a joint board or other legal or administrative entity created by an agreement made under this chapter. This performance may be offered in satisfaction of the obligation or responsibility.

[PL 2009, c. 636, Pt. D, §3 (AMD).]

**5. Liability.** An action is maintainable against any party whose default, failure of performance or other conduct caused or contributed to the incurring of damage or liability by the other parties jointly.

[PL 2009, c. 636, Pt. D, §3 (AMD).]

**6. Notice to regional councils.** Any agreement made under this chapter is subject to the reporting requirements of section 2342, subsection 6 (../30-A/title30-Asec2342.html), if applicable.

[PL 1987, c. 737, Pt. A, §2 (NEW); PL 1987, c. 737, Pt. C, §106 (NEW); PL 1989, c. 6 (AMD); PL 1989, c. 9, §2 (AMD); PL 1989, c. 104, Pt. C, §§8, 10 (AMD).]

**7. Liberal construction.** It being the intent of the Legislature to avoid the proliferation of special purpose districts and inflexible enabling laws, this chapter must be liberally construed toward that end.

[PL 2009, c. 636, Pt. D, §3 (AMD).]

**8. Limitation.** Notwithstanding any other provision of this chapter:

**A.** No powers, privileges or authority may be jointly or cooperatively exercised unless each type of power, privilege or authority exercised is capable of being exercised by at least one of the parties within the entire jurisdictional area of the agreement, or by each of the several parties within each of their several jurisdictions if all of the several jurisdictions make up the total jurisdictional area of the agreement; or [PL 2009, c. 636, Pt. D, §3 (AMD).]

**B.** No essential legislative powers, taxing authority or eminent domain power may be delegated by

agreement to a joint authority or administrative entity. [PL 2009, c. 636, Pt. D, §3 (AMD).]

[PL 2009, c. 636, Pt. D, §3 (AMD).]

**9. Included powers.** Without limiting the powers, privileges or authority that may be jointly or cooperatively exercised pursuant to this chapter, any 2 or more parties may enter into an agreement to establish a regional municipal utility district for any or all of the following purposes:

A. To provide or, through public-private partnerships, to support or promote the provision of any of the following:

(1) Broadband services; and

(2) Internet services; and [PL 2015, c. 222, §1 (NEW).]

B. To issue revenue bonds in support of any of the activities undertaken pursuant to paragraph A (../30-A/title30-Asec2203.html). [PL 2015, c. 222, §1 (NEW).]

Nothing in this subsection exempts a regional municipal utility district from any applicable provisions of Title 35-A (../35-A/title35-Ach0sec0.html).

[PL 2015, c. 222, §1 (NEW).]

#### SECTION HISTORY

PL 1987, c. 737, §SA2,C106 (NEW). PL 1989, c. 6 (AMD). PL 1989, c. 9, §2 (AMD). PL 1989, c. 104, §SC8,10 (AMD). PL 2009, c. 636, Pt. D, §3 (AMD). PL 2015, c. 222, §1 (AMD).

The Revisor's Office cannot provide legal advice or interpretation of Maine law to the public.  
If you need legal advice, please consult a qualified attorney.

Office of the Revisor of Statutes ([mailto:webmaster\\_ros@legislature.maine.gov](mailto:webmaster_ros@legislature.maine.gov)) - 7 State House Station - State House Room 108 - Augusta, Maine 04333-0007

Data for this page extracted on 10/23/2025 17:04:23.

~~**INTERLOCAL AGREEMENT BETWEEN**~~ **AGREEMENT FOR A JOINT AMBULANCE SERVICE BY -THE TOWNSTOWNS OF BREMEN, BRISTOL, DAMARISCOTTA, NEWCASTLE, NOBLEBORO AND SOUTH BRISTOL,**~~**FOR JOINT GOVERNANCE OF CENTRAL LINCOLN COUNTY AMBULANCE SERVICE, INC.**~~

WHEREAS

This interlocal agreement is made as of the \_\_\_\_\_ day of \_\_\_\_\_, 2022, (the “Effective Date”), by and among

THE INHABITANTS OF THE **TOWNTOWN** OF BREMEN, a municipal corporation existing under the laws of the State of Maine and having its principal place of business at 208 Waldoboro Road, PO Box 171, Bremen ME 04551; and

THE INHABITANTS OF THE TOWNTOWN OF BRISTOL, a municipal corporation existing under the laws of the State of Maine and having its principal place of business at 1268 Bristol Road, PO Box 339, Bristol ME 04539;

THE INHABITANTS OF THE **TOWNTOWN** OF DAMARISCOTTA, a municipal corporation existing under the laws of the State of Maine and having its principal place of business at 21 School Street, Damariscotta ME 04543;

THE INHABITANTS OF THE **TOWNTOWN** OF NEWCASTLE, a municipal corporation existing under the laws of the State of Maine and having its principal place of business at 4 Pump Street, PO Box 386, Newcastle, ME 04553;

THE INHABITANTS OF THE TOWNTOWN OF NOBLEBORO, a municipal corporation existing under the laws of the State of Maine and having its principal place of business at 192 US Highway One, Nobleboro ME 04555, and and

~~THE~~ THE INHABITANTS OF THE TOWNTOWN OF SOUTH BRISTOL, a municipal corporation existing under the laws of the State of Maine and having its principal place of business at 470 Clarks’ Cove Road, Walpole, ME 04573, (referred to herein cumulatively as “Towns” or individually as a “Town”) have determined it will be a more efficient use of their powers and to their mutual advantage to

~~establish a joint ambulance service as parties to this Agreement; as follows, (the aforesaid parties being Parties of Central Lincoln County Ambulance Service, Inc., and referred to herein together as the “Parties” or individually as a “Party”) and~~

~~CENTRAL LINCOLN COUNTY AMBULANCE SERVICE, INC. (referred to herein as the “Service”), as follows:~~

~~WHEREAS the Towns are authorized to raise and appropriate money for the purpose of providing for a public ambulance service pursuant to 30-A MRS 3001 et seq;~~

~~WHEREAS the Towns are authorized to enter interlocal agreements pursuant to the 30-A MRS 2201 et seq.~~

~~NOW THEREFORE the Towns for and in consideration of the mutual promises and agreements hereinafter stated and the performance thereof do hereby promise and agree as follows:~~

~~1. Purpose. The purpose of this agreement is to contract for the provision of paramedic and first aid emergency care, and associated transportation, for ill or injured persons located within the geographic territories of the Towns (herein “ambulance services”), which shall be provided by a non-profit corporation established as hereinafter provided.~~

~~2. The Organization. The Towns agreed and have formed a Maine non-profit corporation known as Central Lincoln County Ambulance Service, Inc. to provide ambulance services in accordance with the articles of incorporation and bylaws of said Central Lincoln County Ambulance Service, Inc. (referred to herein as “the Service”), a copy of said articles of incorporation and bylaws of which is attached hereto as Exhibits A and B and incorporated herein by reference.~~

~~a.~~

~~WHEREAS, both State law and Maine municipalities generally encourage the development of regional coalitions of local governments to establish efficient and effective delivery of municipal services; and,~~

~~WHEREAS, the Parties agreed among themselves on January 24<sup>th</sup>, 1972, to establish Central Lincoln County Ambulance Service, Inc., a Maine corporation Central Lincoln County Ambulance Service, Inc., with its principal place of business at 29 Piper Mill Road, PO Box 373, Damariscotta, ME 04543, and which was ruled to have non-profit status by the Internal Revenue Service in 1993; and,~~

~~WHEREAS, ~~the Service has since its establishment been~~ shall be governed by a Board of Directors, as a director run organization, with each Town by vote of its select board ~~Party~~ appointing a director to the Board of Directors (hereafter "Board of Directors"), ~~and~~ ~~the Service otherwise does not have members; and~~~~

b. The Board of Directors are authorized to conduct business as well as exercise and delegate all the powers necessary to operate the Service for the purposes stated hereinabove, in accordance with the articles of incorporation and bylaws of the Service, as well as the Maine Nonprofit Corporation Act, Title 13-B, including but not limited to as set forth in paragraph 2.c. below.

c. In addition to those powers conferred by the State law, the articles of incorporation, and the bylaws, the powers of the Board of Directors shall include the power to :

(1) hire, supervise, fix compensation and benefits and dismiss employees as well as see to proper licensing of employees;

(2) acquire by purchase, lease, gift, grant or other means, ambulances, equipment, inventory, supplies and materials, and to maintain, repair, and dispose of the same;

(3) receive funds by collection, assessment, gift, bequest, grant or otherwise, and to hold and disburse the same;

(4) establish and collect fees for services rendered;

(5) contract for legal, medical, training, educational or other technical services;

(6) to acquire any insurance and services deemed necessary; and

(7) appoint officers and arrange for compliance with all applicable laws.

d. The Service is hereby declared to be a third party beneficiary to this Agreement and shall be entitled to seek enforcement of any term, provision or condition of this Agreement.

3. Financing. The manner of financing this joint cooperation and establishing a budget are as follows:

a. Costs, expenses, and other liabilities of the Service shall be paid for by the fees collected from rendering services, any gifts received, sale or lease of property, assessments collected from the Towns, and any other available financial resources;

b.

~~WHEREAS, the Parties financially support the continued operation of the Service in order to deliver cost-effective ambulance services (including rescue and transportation) due to there being a shortfall between costs incurred and income; and~~

~~WHEREAS, the Parties want to agree on a formula for dividing amongst themselves the financial assessment required of the Service from time to time, and to further define the rights of a Party;~~

~~NOW, THEREFORE, in consideration of the mutual covenants contained herein, the Parties hereby agree as follows:~~

~~1. The Service, in the form of a budget, will on an annual basis project its financial needs for the ensuing fiscal year of the Service which shall include any projected shortfall in income necessary to cover costs, expenses, other liabilities, and allocations toward a reserve fund. The Board of Directors shall then decide on an annual assessment to be paid by the Parties Towns based on any annual projected shortfall as well as amounts to be held as a reserve against unexpected deviations from the budget.~~

c2. Each Town Party shall be assessed annually a share of the gross assessment in accordance with the formula set forth in Exhibit AC, attached hereto and incorporated by reference, until further notice from the Service. This formula may be reviewed and changed by the Board of Directors from time to time in an effort to further try and equitably allocate such assessments based on the use of Corporationthe Service resources by each respective TownParty.

3d. If it appears to the Board of Directors that there exist insufficient funds to cover an unplanned upcoming cost, expense or liabilityexpenses of whatever nature, or that any condition or unique circumstances exist making it necessary to assess additional amounts, the Board of Directors may elect to make a special assessment. PartiesTowns shall be notified by notice to the selectmen\_Sselect Bboard or other designated Town official of each PartyTown of the special assessment. Each TownParty shall pay a share of the gross special assessment equal to the same percentage allocated to the TownParty for the annual assessment of that fiscal year, or if no assessment was made that year then equal to the percentage set forth in paragraph 3.paragraph 2c. hereinabovehereinabove.

e4. Unless the Board of Directors establishes a longer time period in which to make payment, any assessment shall be due in full from a PartyTown within sixtyninety days of the beginning date of the PartyTown's fiscal year. The Service shall provide notice of the amount due either by delivering written notice of assessment to the PartyTown at the municipal offices of the PartyTown, or mailing such notice to the PartyTown's municipal offices. If the assessment is not paid in full within said sixtyninety days, the PartyTown shall be in default. If a PartyTown is in default the Service may exercise all legal and equitable rights against said PartyTown to collect the same, including but not limited to (i) interest on the amount due with the interest rate to be the per annum rate on the date the amount became past due equal to the post-judgment interest rate established under 14 MRS 1602-C.1.B,1.B. as amended from time to time, and (ii) attorney fees and costs of collection incurred as a consequence, and (iii) at the option of the Service to suspend all or any services being provided to the PartyTown, its residents and visitors. If service is being-suspending endedsuspended the Select Board men of the PartyTown in default shall be

notified in writing, and the PartyTown shall be responsible for such services upon notice being given.

f. The manner in which each Town's assessment is financed shall be at the sole discretion of each Town as to its respective assessment.

4. Duration. This Agreement shall continue in force until such time as the Service is dissolved as referenced herein at which time this Agreement will terminate.

## 5. Manner of Partially or Completely Terminating.

a. This Agreement shall terminate upon the dissolution and winding up of the Service, including transfer of all assets, in accordance with the laws of the State of Maine.

b. As to partial termination, Unless the Board of Directors establishes a longer time period, a PartyTown's rights to be a Partyparty to this Agreement shall terminate if the PartyTown fails to pay the assessment due within one hundred and twenty days of being provided the notice of assessment under paragraph 43.d. hereinabove. Notwithstanding such a termination to the contrary, the withdrawing partyParty shall remain liable to the Service for assessmentsed dues apportioned up until the deemed termination date including interest, attorney fees, and costs as set forth in paragraph 3.e.4 hereinabove.

c.6. A PartyTown may withdraw from this Agreement by decision of its-board of selectmen sSelect Bboard sending written notice to the Service that they are hereby withdrawing from the Agreement. Notice shall be deemed given when either delivered to any officer or the clerk of the Service at the address of the Service, or mailing such notice to any officer or the clerk of the Service at the same address. Notwithstanding such a withdrawal to the contrary, the withdrawing PartyTown shall remain liable to the Service for assessmentsed dues apportioned up until the deemed withdrawal date including interest, attorney fees, and costs as set forth in paragraph 3.e.4 hereinabove.

d.7. In the event of a PartyTown either withdrawing or being deemed to have withdrawn as provided hereinabove, or suspension of services under paragraph 3.e.4, that PartyTown including its residents and visitors, shall no longer receive any services of the Service, meaning to include no emergency medical services. The Service shall not be liable to any such withdrawing or suspended PartyTown, its residents and visitors for not providing such services. The withdrawing or suspended PartyTown agrees to assume full responsibility for providing such services formerly provided by the Service. The Service and the withdrawing PartyTown are authorized to enter into mutually agreeable additional and alternate terms of withdrawal.

\_\_\_\_\_A former ~~party to this Agreement~~Party may contract with the Service for post-withdrawal services with the Service by negotiation and with the approval of the ~~selectmen of all remaining Parties~~ Board of Directors.

- \_\_\_\_\_ In the event of withdrawal, the withdrawing ~~Party~~Town shall forfeit the right to any further claims or rights involving the Service including the right to appoint a director and be involved in corporate matters of the Service.

~~\_\_\_\_\_ e.8. This Agreement may be amended in the future by agreement of at least two-thirds of the Parties plus the Agreement of the Service, except that in the event that a proposed amendment involves the addition of new Parties to the Service such approval shall require the unanimous approval of all existing then Parties and the Service.~~

9. If the Service should ever elect to dissolve, the remaining assets of the Service after payment of all obligations due shall be distributed in accordance with the laws of the State of Maine, and as required under the Internal Revenue Code and related regulations. Should it be agreed by the Board of Directors that any assets or net proceeds from the sale of such assets may be distributable to the ~~then then Parties~~parties of this Agreement as ~~municipalities~~Towns and also can satisfy the requirements of Maine law and the Internal Revenue Code and related regulations, the distributions shall be distributed in shares proportionate to each ~~party~~Party's total financial contribution to the Service during the Service's prior five full fiscal years. Notwithstanding the foregoing, the Board of Directors can make adjustment to reflect any substantial disproportionate contribution of assets or lack of contribution to the Service. The general terms of this paragraph ~~5.e.9~~ may be incorporated into an amendment to the articles of incorporation and/or bylaws for the Service in a manner all as to be determined by the Board of Directors. A withdrawing ~~Party~~Town shall not be entitled to any assets of the Service.

6. Amendment. This Agreement may be amended in the future by agreement of at least two-thirds of the then parties to this Agreement plus the agreement of the Service, except that in the event that a proposed amendment involves the addition of new parties to this Agreement such approval shall require the unanimous approval of all existing then Towns and the Service.

7. Interlocal Agreement. This is an interlocal agreement formed pursuant to 30-A MRS 2201 et seq as amended from time to time, and is subject to the requirements and provisions set forth in 30-A MRS 2203 notwithstanding any provisions herein that may be to the contrary. This Agreement shall be submitted to the Regional Planning Commission if in existence.

108. Binding Effect. This Agreement is binding upon the successors and assigns of the undersigned. However, should all Parties Towns not execute this Agreement it shall be deemed null and void until such time as all Parties Towns execute this Agreement. This Agreement may be signed in multiple counterparts with the same legal effect as a single signed document.

Dated \_\_\_\_\_, 2022

Inhabitants of TownTown of Bremen by its Select Board Dated \_\_\_\_\_,  
2025men

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Inhabitants of Bristol by its Select Board Dated \_\_\_\_\_, 2025Selectmen

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Inhabitants of Damariscotta by its Select Board Dated \_\_\_\_\_,  
2025Selectmen

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Inhabitants of Newcastle by its Select Board Dated \_\_\_\_\_,  
2025Selectmen

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Inhabitants of Nobleboro by its Select Board Dated \_\_\_\_\_,  
2025Selectmen

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Inhabitants of South Bristol by its Select Board Dated \_\_\_\_\_, 2025men

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\_\_\_\_\_

Central Lincoln County Ambulance Service, Inc.

By \_\_\_\_\_

Its President

## Exhibit A

A PartyTown's share shall be a percentage of the gross assessment equal to an average of three equally weighted factors:

- The percentage of the total call volume, excluding non-emergency transports, in the last full year prior to the calculation of the budget, that originated from the borders of a PartyTown;
- The PartyTown's percentage share of the combined property tax valuations of real estate with said PartyTown's boundaries as against the total combined property tax valuations of all real properties within the boundaries of all the PartiesTowns to this Agreement; and
- The PartyTown's percentage of total population as based upon the most recent census statistics against the total population of all PartiesTowns.

Thus, for example, if a PartyTown townTown originated 8 percent of the calls from all PartiesTowns, and has a 12 percent share of property tax valuation, and 16% of the populations, that PartyTown shall be asked to pay 12% of the assessment as its contribution to the Service.