



**Town of Damariscotta
Board of Assessors and Select Board
Meeting**

February 18, 2026

**Town Office
21 School St
4:30 PM**

Join Virtually

Meeting: <https://us02web.zoom.us/j/88515206187>

AGENDA

- 1. Pledge of Allegiance**
- 2. Budget Workshop**
- 3. Call Select Board Meeting to Order**
- 4. Minutes**
 - i. February 4, 2026
- 5. Financial Reports**
 - i. Payroll Warrants # ____
 - ii. Accounts Payable Warrants # ____
- 6. Citizen Comments and General Correspondence**
- 7. Town Manager's Report**
- 8. Official Action Items**
 - i. Liquor License Renewal: Penalty Box II
 - ii. Adult Use Marijuana Retail License Renewal: Above and Beyond
 - iii. LCEMA Hazard Mitigation Plan: Presentation and Authorization
 - iv. Financial Audit Services Agreement (FY 27 - FY 29)
 - v. Maine Service Center Coalition: Elect Representatives
 - vi. Cemetery Mowing Services Bid Results
- 9. Select Board's Discussion Items**
 - i. CLC Ambulance Interlocal Agreement
 - ii. Historical Documentary by Five and Dime Studios
- 10. Adjournment**



Town of Damariscotta Select Board Meeting

February 4, 2026

Town Office
21 School St
5:30 PM

MINUTES

Attendance:

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

Others: Andrew Dorr, Town Manager; Emerson Wesselhoff, Island Institute Fellow; Ryan Coffin, Kent Boucher, Charlene Feltes (via zoom)

1. **Pledge of Allegiance**
2. **Call Select Board Meeting to Order**
Fraser called the meeting to order at 5:30.

3. Minutes

- i. January 21, 2026 and January 27, 2026

Motion by Anderson to approve the minutes of 1/21/26 as presented.

Second by Hunter

Vote: 4/0/1

Motion by Fraser to approve the minutes of 1/27/26 as presented.

Second by Day

Vote: 4/0/1

4. Financial Reports

- i. Payroll Warrants #___

Motion by Fraser to approve Payroll Warrants #34 and #35.

Second by Anderson

Vote: 5/0/0

- ii. Accounts Payable Warrants #___

Motion by Fraser to approve Accounts Payable Warrant #36.

Second by Keushguerian

Vote: 5/0/0

5. Citizen Comments and General Correspondence

Dorr handed around a thank you letter from Healthy Kids for the Town's continued support of their programs.

6. Town Manager's Report

Fire Chief Roberts provided a written report for the Fire Department (FY2026 Quarter 2). Information included call breakdowns, updates on trucks and equipment, training, station changes and improvements, and budget information. Emerson Wesselhoff shared the latest EV charging station information. She stated that there is at least some usage every day. Peak days seem to be Fridays and Saturdays. Low days seem to be Sundays and Mondays.

A total of \$1,110.63 has been collected in session fees at a cost of \$307.24. Net revenue to the Town is \$803.39 to date. Anderson asked if the charger shuts off automatically, once the car is fully charged. Wesselhoff confirmed. Fraser asked if one unit was being used more than another. Wesselhoff replied that the ones closest to the buildings seemed to be used more often. The Board thanked Wesselhoff and looked forward to more data.

Dorr received an email confirming a funding bill which would allocate \$850,000 to the Church St/trail project. The estimated total requested was 3 million. A letter of intent for other grant funds is due shortly. Another grant on the radar might provide funding for the drainage project on Chapman St. Dorr commented that he will keep trying.

7. Official Action Items

i. Liquor License Renewals:

1. American Legion Post #42 Wells-Hussey

Motion by Fraser to renew the liquor license for the American Legion Post #42 Wells-Hussey.

Second by Day

Vote: 5/0/0

2. Reunion Station Restaurant

Motion by Fraser to renew the liquor license for the Reunion Station Restaurant.

Second by Anderson

Vote: 5/0/0

ii. Entertainment License Renewals:

1. American Legion Post #42 Wells-Hussey

Motion by Day to renew the Entertainment License for the American Legion Post #42 Wells-Hussey.
Second by Anderson
Vote: 5/0/0

2. The Penalty Box II

Motion by Hunter to renew the Entertainment License for The Penalty Box II.
Second by Keushguerian
Vote: 5/0/0

iii. CLC Ambulance Interlocal Agreement Amendment: *Possible Action*

Dorr explained how the CLC Ambulance Service was looking to gain access to Maine PERs for their employees. In order to accomplish this, the current 2022 Agreement would need to be amended by all Towns involved and there would need to be a change to their By-Laws. A draft of the new agreement was distributed to Board members and CLC were voting on new bylaws on February 9, 2026.

Hunter asked if recruitment or retention was a problem. Anderson shared they just want to offer it to their staff and be more competitive. Hunter also asked if any of the employees would opt into it and if the costs had been calculated. Anderson replied that costs were in their 27 budget proposal and he would find out about current employee's level of interest. Dorr stated that the approval process looked vague. He wasn't sure who was meant by "legislative body"; the Select Board or voters. He was not prepared to vote on this agreement tonight.

Hunter wondered if there were still issues surrounding how the fees were calculated per Town. He recalled that fees used to be based on #calls/population. Anderson said there was now a property tax valuation component and Bristol and South Bristol were not happy about that.

iv. Nobleboro/Jefferson Transfer Facility Contract – added to the agenda.

Dorr shared the new agreement with Board members. The new 2026 agreement; beginning January 1, 2026 and running through December 31, 2026, comes with a cost of \$202, 530.86, representing a 9% increase. Fraser asked if anyone had any comments or concerns. Hunter said "we really don't have a choice". Dorr commented that both he and Kevin Sutherland; Town Manager of Newcastle, have been attending meetings and advocating to be voting members. They also have not ruled out any other options.

Motion by Fraser to approve the Nobleboro/Jefferson Transfer Facility Contract as presented.
Second by Keushguerian
Vote: 5/0/0

8. Select Board's Discussion Items

Fraser wondered whether the Police Chief could provide a quarterly report, similar to the Fire Chief's.

Hunter, who volunteers his time doing tax returns in the community, shared information about a State tax assistant program that potentially helps senior citizens receive property tax credit. There are income requirements in order to qualify. Appointments are available at the library and YMCA. He said they usually do approximately 500 returns per year. Using an AARP tax program. Dorr also mentioned the homestead program, also State sponsored, which reduces one's taxable property value. The State reimburses the Town.

9. Adjournment

Motion by Day to adjourn the meeting at 6:10 p.m.
Second by Anderson
Vote: 5/0/0



Town of Damariscotta
21 School St
Damariscotta, ME 04543
(207) 563-5168 | (207) 563-6862 Fax
damariscottame.com

Town Manager's Report

To: Select Board
From: Andrew Dorr, Town Manager
Date: February 14, 2026

Administration

- Nomination papers will be available February 26th and are due back to the Town Office by April 13th.
- Website training is being planned as there are a few new staff members since we last trained. This is attempting to be done on two Wednesday mornings to minimize the impact to customer service.
- We received the Lincoln County 2026 Assessment that will be reflected in our FY 27 budget. The commitment as well as an overview of the historical valuation trend are in the board packet.

Planning & Development

- Community engagement strategies are being drafted to support the planning process for 1B/Main St improvements. Sebago Technics will host a public meeting in May and staff are working to engage stakeholders and community members prior to that meeting.

Police

- Chief Josephson is looking to recruit a couple of reserve officers as we are currently down to one. Having a few is helpful to maintain coverage and support full-time officers with time-off requests.
- A review of the Traffic and Parking Ordinance is planned for this winter/spring with approval from the board aimed before the end of May. We are creating a plan to engage the community and stakeholders in the effort to ensure any changes reflect the current needs/expectations, to the best of our ability.

Public Works

- The truck is out of service again as issues with the shifter still exist. We are nearly 100 days out of service since July 1 making it very difficult to commit to a workplan. The crew has enough to keep busy with routine maintenance between snow events, but there are other tasks that are not able to be completed unless we rent a different truck.

Grants

- **EDA - Parking Lot/Flood Improvements** - The project was completed spring 2025. We are awaiting for EDA to process the closeout documents, at which time the last reimbursement can be made.
- **Community Action Grant - Lighting/Insulation** - This project (ceiling insulation at the Fire Station and LED lighting upgrades at the Town Office and Fire Station) needs to be completed by July 2026. The first RFP process did not yield a positive outcome and we need to regroup. This work might still be able to be completed if we move forward expeditiously and I'd recommend we solicit quotes at this point for the board's consideration.
- **DECD Housing Opportunity Grant - First-Responder Housing** - The first-responder housing concept RFP is out for bidding. Kevin and I have posted and shared it as of Friday and are expecting to receive bids by March 16th. This project is expected to be completed before the end of the year.
- **LC ARPA - Workforce Housing** - A meeting with the County Administrator and LCRPC Director yielded a slight modification to the project scope. At this time, with a willing property owner, we will be pursuing design for workforce housing on one lot rather than two and rather than studying the feasibility of extending water/sewer to a future building site, we are able to install a pump station at the fire station to support the future housing effort on that lot.
- **MDOT MPI - Multi-use Bi-lane** - No new updates on this effort. Last known, MDOT was pursuing ROW acquisition. I anticipate this project going to bid towards the end of the year, though the MDOT workplan that was just released suggests work could start in 2026.
- **MDOT PPI - 1B Planning Project** - Sebago Technics has met with town staff and a process has begun to engage the community. Emerson is tackling the public outreach effort for this project to help ensure that the input into this effort is fruitful. A reminder that MDOT began by looking to make minimum improvements to the section of road and the Town joined to ensure local interests would be considered. Stakeholder and public meetings are expected to take place beginning late February and continue into early April. This effort will inform Sebago Technic's May community meeting in the search for ideas, concerns, and solutions.
- **MDOT LAP - Castner Brook Culvert** - I'll be meeting with engineers next week to discuss this project status. The expectation had been that the engineering would take place into the spring with possible advertisement for construction in late summer/early fall. The construction activity will be regulated by the in-water work that needs to take place, but may take place in 2027..
- **CDS/CPF - Church St Improvements/Trail Project** - This project was funded at \$850,000 and will require some additional effort to seek funding. We are looking into the possibility of NBRC funding and will see if we have what is needed to submit a grant for this spring round. More time may be needed to gather the necessary information to submit a strong application and we could do so in the fall. Max award for this source is \$3M.

Capital Projects

- **EV Chargers** - The 30C tax credit needs to be submitted to the IRS in order for the Town to receive the 30% back.
- **Castner Brook Culvert Replacement** - see MDOT LAP note above.
- **Church St/Hodgdon St Improvements** - see CDS/CPF note above.

Agenda Items

- i. Liquor License Renewal: Penalty Box II - No issues at present.
Possible Motion: To approve the liquor license renewal for Penalty Box II.
- ii. Medical Marijuana Retail License Renewal: Above and Beyond - No issues at present.
Possible Motion: To approve the medical marijuana retail license renewal for Above and Beyond.
- iii. LCEMA Hazard Mitigation Plan: Presentation and Authorization - A presentation of the updated County Hazard Mitigation Plan from Lincoln County EMA staff will be provided. A list of the Damariscotta hazards/projects are in your packet, the full [Hazard Mitigation Plan](#) is available online.
Possible Motion: To approve the 2026 Lincoln County Hazard Mitigation Plan.
- iv. Financial Audit Services Agreement (FY 27 - FY 29) - Cheryl reached out to see if RHR would be willing to continue the services. Provided in your board packet is a letter stating the price for the future fiscal year audits. We recommend accepting the terms as presented and continuing the business relationship.
Proposed Motion: To authorize the Town Manager or their designee to execute the Financial Audit Services agreement for fiscal years 27, 28, and 29.
- v. Maine Service Center Coalition: Elect Representatives - Currently, I serve as the primary representative for Damariscotta. I am willing to continue in that capacity if the board wishes to reappoint me to that role. An alternate representative may also be appointed.
Possible Motion: To appoint Andrew Dorr as the voting delegate to the Maine Service Center Coalition and _____ as the alternate delegate.
- vi. Cemetery Mowing Bid Results - Only one bid was submitted and the cost proposal was for \$80,000, which is almost double last year's price. The Cemetery Trustees recommend rejecting this bid and re-advertising.
Possible Motion: To reject the cemetery mowing bid and re-advertise.

Upcoming Meetings/Events

- Monday, February 16 - OFFICE CLOSED - Presidents Day
- Wednesday, February 18 @ 4:30 PM - Select Board Budget Workshop and Regular Meeting [Town Office]
- Monday, February 23 @ 4:30 PM - Budget Committee [Town Office]
- Wednesday, February 25 @ 4:30 PM - Select Board Budget Workshop [Town Office]
- Monday, March 2 @ 4:30 - Budget Committee [Town Office]
- Monday, March 2 @ 6:00 PM - Planning Board [Town Office]
- Wednesday, March 4 @ 4:30 PM - Select Board Budget Workshop and Regular Meeting [Town Office]
- Monday, March 9 @ 4:30 - Budget Committee [Town Office]
- Wednesday, March 11 @ 4:30 - Select Board Budget Workshop [Town Office]

STATE OF MAINE

Lincoln ss

To the Assessors of the Town of Damariscotta in said County, GREETING:

Whereas, pursuant to 30-A, M.R.S.A., Section 791, the County Commissioners for said County, have fixed the sums necessary for defraying the charges of the County for the year ensuing, and exhibited by the Clerk of said Court, and have determined a tax of \$15,039,218

Fifteen million, thirty-nine thousand, two hundred eighteen and 00/100ths Dollars to be assessed collected and paid according to law and applied for the purposes aforesaid.

And Whereas, the Court of County Commissioners, holden at Wiscasset, in and for the County of Lincoln, by adjournment, on the Twentieth Day of January, A.D. 2026., made apportionment of said tax as the law directs upon several Towns and Cities in said County and ordered that the Clerk in said County forthwith send out warrants for assessing the Towns' proportion thereof as the law directs and for paying the same.

And Whereas upon a due apportionment of said sum, your Town's proportion thereof is found to be Seven hundred thirty thousand, six hundred forty-eight and 00/100ths Dollars.

\$730,648

You are, therefore, hereby required, in the name of the State of Maine, to assess the sum last mentioned, upon the inhabitants of said Town of Damariscotta, agreeably to the laws of said State, and cause the same in like manner to be collected and paid to the Treasurer of the said Town of Damariscotta to be paid by him to Michelle Kane, Treasurer of Said County of Lincoln, or to her successor in office, upon her warrant issued for the same, on or before the first day of September next. ***Interest payable on the thirty first day of October A.D. 2026 at annual rate of 7% - see Title 36, Section 507 and 892A.***

Whereof Fail Not, and make due return to the said County Treasurer, of the names of the person or persons to whom your list or lists of assessments shall be committed, as soon as may be thereafter.

Witness David Levesque, Chairman of the Court of County Commissioners this Twentieth Day of January, A.D. 2026.



Michelle Kane
County Treasurer

2026 LINCOLN COUNTY TAX COMMITMENT

MUNICIPALITIES	2026 State Valuation	2026 Tax Commitment
ALNA	188,750,000	\$ 192,437
BOOTHBAY	1,866,700,000	\$ 1,903,160
BOOTHBAY HARBOR	1,496,750,000	\$ 1,525,984
BREMEN	388,350,000	\$ 395,935
BRISTOL	1,999,200,000	\$ 2,038,248
DAMARISCOTTA	716,650,000	\$ 730,648
DRESDEN	296,000,000	\$ 301,781
EDGEComb	422,050,000	\$ 430,293
JEFFERSON	770,150,000	\$ 785,193
MONHEGAN PLANTATION	104,150,000	\$ 106,184
NEWCASTLE	514,700,000	\$ 524,753
NOBLEBORO	664,450,000	\$ 677,428
SOMERVILLE	111,050,000	\$ 113,219
SOUTH BRISTOL	1,404,150,000	\$ 1,431,576
SOUTHPORT	1,018,700,000	\$ 1,038,597
WALDOBORO	954,500,000	\$ 973,143
WESTPORT ISLAND	447,950,000	\$ 456,699
WHITEFIELD	408,800,000	\$ 416,785
WISCASSET	959,200,000	\$ 977,935
TOTAL	\$ 14,732,250,000.00	\$ 15,020,000
UNORGANIZED TERRITORY	\$ 18,850,000.00	\$ 19,218
GRAND TOTAL	\$ 14,751,100,000.00	\$ 15,039,218.00

Dated at Wicasset, ME
this 20th day of January
A.D. 2026

APPROVED BY:
Lincoln County Commissioners


David J. Devesque, Chair


Evan C. Goodkowsky


William B. Blodgett

TOTAL 2026 EXPENDITURE	\$ 17,533,290.00
LESS 2026 REVENUE	\$ 2,209,072.00
2026 ADJUSTED BUDGET	\$ 15,324,218.00
LESS 2025 SURPLUS	\$ 285,000.00
TOTAL TO BE RAISED BY TAXATION	\$ 15,039,218.00

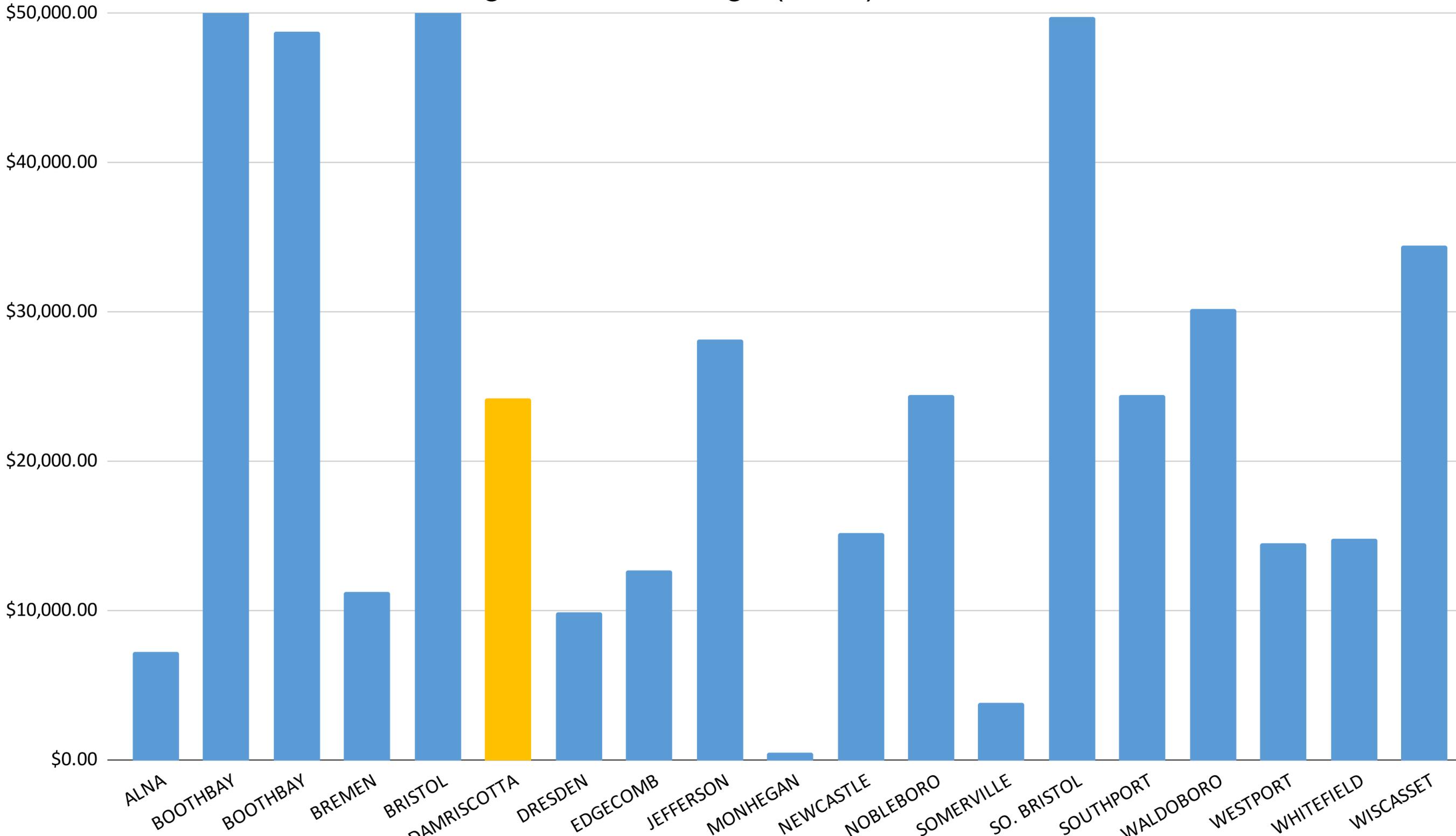
TAX RATE (Commitment divided by Valuation) 0.001019532

MUNICIPALITY	State Valuation (Millions)					
	2024	2025	2026	FY 27 Change	15 yr change	annl avg inc/dec
ALNA	\$148,300	\$173,550	\$188,750	8.76%	134.91%	\$7,227
BOOTHBAY	\$1,502,050	\$1,752,550	\$1,866,700	6.51%	89.23%	\$58,683
BOOTHBAY HARBOR	\$1,168,500	\$1,363,250	\$1,496,750	9.79%	95.59%	\$48,767
BREMEN	\$323,950	\$381,250	\$388,350	1.86%	77.21%	\$11,280
BRISTOL	\$1,566,800	\$1,733,200	\$1,999,200	15.35%	70.07%	\$54,910
DAMRISCOTTA	\$537,100	\$604,750	\$716,650	18.50%	102.67%	\$24,203
DRESDEN	\$236,300	\$261,550	\$296,000	13.17%	100.68%	\$9,900
EDGECOMB	\$323,500	\$375,350	\$422,050	12.44%	81.92%	\$12,670
JEFFERSON	\$613,800	\$698,300	\$770,150	10.29%	121.63%	\$28,177
MONHEGAN	\$89,150	\$94,200	\$104,150	10.56%	7.54%	\$487
NEWCASTLE	\$404,600	\$453,750	\$514,700	13.43%	79.28%	\$15,173
NOBLEBORO	\$504,250	\$577,650	\$664,450	15.03%	122.97%	\$24,430
SOMERVILLE	\$79,450	\$85,700	\$111,050	29.58%	106.03%	\$3,810
SO. BRISTOL	\$1,054,550	\$1,240,850	\$1,404,150	13.16%	113.35%	\$49,733
SOUTHPORT	\$811,850	\$945,050	\$1,018,700	7.79%	56.21%	\$24,437
WALDOBORO	\$752,250	\$847,300	\$954,500	12.65%	90.48%	\$30,227
WESTPORT ISLAND	\$337,050	\$385,550	\$447,950	16.18%	94.97%	\$14,547
WHITEFIELD	\$327,200	\$361,250	\$408,800	13.16%	119.67%	\$14,847
WISCASSET	\$675,800	\$837,050	\$959,200	14.59%	116.60%	\$34,423
Unorganized Territory	\$18,350	\$18,800	\$18,850	0.27%	-1.05%	-\$13
LINCOLN COUNTY TOTAL	\$11,474,800	\$13,190,900	\$14,751,100	11.83%	90.77%	\$420,581

Annual County Assessments

MUNICIPALITY	FY 25	FY 26	FY 27	
ALNA	\$ 162,964.83	\$ 194,830.74	\$ 192,436.66	-1.23%
BOOTHBAY	\$ 1,650,582.10	\$ 1,967,448.06	\$ 1,903,160.32	-3.27%
BOOTHBAY HARBOR	\$ 1,284,048.59	\$ 1,530,412.01	\$ 1,525,984.47	-0.29%
BREMEN	\$ 355,984.20	\$ 427,998.96	\$ 395,935.24	-7.49%
BRISTOL	\$ 1,721,734.98	\$ 1,945,725.36	\$ 2,038,248.31	4.76%
DAMRISCOTTA	\$ 590,211.81	\$ 678,904.58	\$ 730,647.58	7.62%
DRESDEN	\$ 259,666.82	\$ 293,621.32	\$ 301,781.46	2.78%
EDGECOMB	\$ 355,489.70	\$ 421,375.50	\$ 430,293.47	2.12%
JEFFERSON	\$ 674,496.38	\$ 783,925.70	\$ 785,192.54	0.16%
MONHEGAN	\$ 97,965.71	\$ 105,750.82	\$ 106,184.25	0.41%
NEWCASTLE	\$ 444,609.38	\$ 509,388.92	\$ 524,753.10	3.02%
NOBLEBORO	\$ 554,113.39	\$ 648,481.57	\$ 677,428.02	4.46%
SOMERVILLE	\$ 87,306.51	\$ 96,208.55	\$ 113,219.02	17.68%
SO. BRISTOL	\$ 1,158,830.50	\$ 1,393,003.29	\$ 1,431,575.81	2.77%
SOUTHPORT	\$ 892,130.81	\$ 1,060,932.23	\$ 1,038,597.21	-2.11%
WALDOBORO	\$ 826,637.19	\$ 951,196.11	\$ 973,143.26	2.31%
WESTPORT ISLAND	\$ 370,379.61	\$ 432,826.22	\$ 456,699.34	5.52%
WHITEFIELD	\$ 359,555.58	\$ 405,546.55	\$ 416,784.67	2.77%
WISCASSET	\$ 742,627.33	\$ 939,689.25	\$ 977,935.06	4.07%
Unorganized Territory	\$ 20,164.56	\$ 21,105.26	\$ 19,218.18	-8.94%
LINCOLN COUNTY TOTAL	\$ 12,609,500.00	\$ 14,808,371.00	\$ 15,039,218.00	1.56%

Average Annual Change (15 Yr)



Damariscotta

This report shows the 2026-2028 Work Plan for Damariscotta. The total estimated project costs may extend into neighboring towns. It also shows a listing of maintenance work specifically recorded to Damariscotta in 2025, as well as Local Road Assistance payments. Finally, any capital projects that were completed in 2025 are also listed.

Planned Capital and Maintenance Work 2026-2028

Work Plan Year: 2026

Municipalities(s): Damariscotta

Asset(s): Main Street

Description: Beginning 0.01 of a mile south of Church Street and extending north 0.36 of a mile.

ID	Scope of Work	Highway Corridor Priority	Estimated Funding
025337.00	Bicycle/Pedestrian On-Road Sidewalk/Trail New Construction	HCP 2	\$1,730,000

Work Plan Year: 2027

Municipalities(s): Damariscotta

Asset(s): Church Street

Description: Large culvert. Located 0.02 of a mile east of Hodgdon Street. FHWA Culvert Grant Recipient.

ID	Scope of Work	Highway Corridor Priority	Estimated Funding
027836.06	Highway Safety and Spot Improvements Rural Highways Large Culvert Replacement	HCP 5	\$981,000

Work Plan Year: 2026

Municipalities(s): Damariscotta

Asset(s): Route 1B

Description: Beginning 0.01 of a mile east of Church Street and extending northeast 2.33 miles.

ID	Scope of Work	Highway Corridor Priority	Estimated Funding
028516.00	Highway Safety and Spot Improvements Rural Highways Highway Improvement- PE Only	HCP 2	\$255,000

Work Plan Year: 2026

Municipalities(s): Damariscotta

Asset(s): Route 1B

Description: Planning Partnership Initiative. Study to evaluate traffic safety, bicycle/pedestrian access, and economic development opportunities. Beginning at Church Street and extending north 1.36 miles to Route 1.

ID	Scope of Work	Highway Corridor Priority	Estimated Funding
028984.00	Policy, Planning and Research Highways - General Planning Studies	HCP 1, 2	\$150,000

Work Plan Year: 2027

Municipalities(s): Damariscotta

Asset(s): Center Street

Description: Beginning at the south intersection with Route 1 and extending north 2.74 miles.

ID	Scope of Work	Highway Corridor Priority	Estimated Funding
029808.00	Highway Paving Light Capital Paving	HCP 4	

Local Road Assistance – Fiscal Year – 2026

\$28,344

Maintenance Accomplishments – 2025

Activities managed on a larger scale, such as snow & ice control, and work done by contract are not listed. *The maintenance accomplishments may extend into neighboring towns but are listed in the first town where the work was reported.*

1.00	Trees Removed
1.00	Bridge(s) Washed
1.50	Ton(s) of Patch Applied
35.20	Shoulder Miles of Mowing
4.00	Emergency Event Responses
102.00	Miles of Striping Applied
4.30	Shoulder Miles of Sweeping

20.00	Linear Feet of Brush Removed
60.00	Linear Feet of Backhoe Ditching
1,381.00	Sq Feet of Pavement Legend Applied
0.80	Shoulder Miles of Litter and Debris Removal
40.00	Linear Feet of Guardrail or Fence Maintained

Completed Capital Projects - 2025

028840.00	REGION 2 MIDCOAST AREA, ADA RAMP IMPROVEMENTS ADA improvements.
026770.00	BRISTOL AREA LCP 2024 Bristol Area LCP 2024



Application Copy

File Number: 129589

Job Type: Renewal Application

LICENSE # CARL-16-103752	APPLICATION DATE RECEIVED 2026-02-11
LICENSE TYPE On-Premises: Beer, Wine & Spirits	LICENSEE BLAKKK33
AGENT NAME	EFFECTIVE DATE 2025-03-30
EXPIRES 2026-03-29	STATUS Active
PREMISES NAME PENALTY BOX II, THE	
NEW SECONDARY LICENSE(S) None selected	
PREMISES TYPE Class A Restaurant/Lounge	PREMISES NAME PENALTY BOX II, THE
OPERATOR BLAKKK33	
PHYSICAL ADDRESS 436 MAIN ST DAMARISCOTTA ME 04543	
MAILING ADDRESS 436 MAIN ST DAMARISCOTTA ME 04543	
CONTACT NAME KENT BOUCHER	PREFERRED CONTACT METHOD Email

CONTACT PHONE
(207) 563-1563

ALTERNATE PHONE

FAX

EMAIL
kentboucher@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

20170414D

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?
Kent Alan Boucher dob 08/08/1966
Lisa Marie Boucher dob 04/03/1966
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?

436 Main Street
Damariscotta, ME 04543

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

Sun 11:00 am - 9:00 pm
Mon 11:00 am - 9:00 pm
Tue 11:00 am - 9:00 pm
Wed 11:00 am - 9:00 pm
Thu 11:00 am - 9:00 pm
Fri 11:00 am - 9:00 pm
Sat 11:00 am - 9:00 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.

Great Salt Bay Elementary School 3,000 ft away

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?

\$1,603,649

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

\$547,236

24 Do you have a food menu?

Yes

(document uploaded)

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

Indoor 64

Outdoor 30

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

3

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
Supplemental Ownership Form	Penalty Box II Supplemental Ownership Form 26-02-04.pdf	
Food Menu	Penalty Box II April 2025 Menu .pdf	
Maine Health or Agriculture License	Penalty Box II Health License exp 01-03-2027.pdf	

APPLICANT

BLAKKK33

DECLARATION

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

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



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

Supplemental Ownership Form

28-A M.R.S. §651

All Questions Must Be Answered Completely.

1. Company or sole proprietor legal name: **Blakkk33 Inc.** 2. Date of incorporation/registration: **12/13/2016** 3. State of incorporation: **Maine**

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 (%)
Kent A. Boucher	08/08/1966	kentboucher@yahoo.com	8 Holly Lane Damariscotta, ME 04543	Shareholder	50%
Lisa M. Boucher	04/03/1966	kentboucher@yahoo.com	8 Holly Lane Damariscotta, ME 04543	Shareholder	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%.

[Handwritten Signature]

Affiant Signature

2/4/26

Date

Kent Boucher

Affiant Printed Name

State of Maine, County of Lincoln

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.

[Handwritten Signature]

Signature of Notary Public

KAREN G. HELMUTH
NOTARY PUBLIC - MAINE
MY COMMISSION EXPIRES 09/13/2028

February 4, 2026

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.

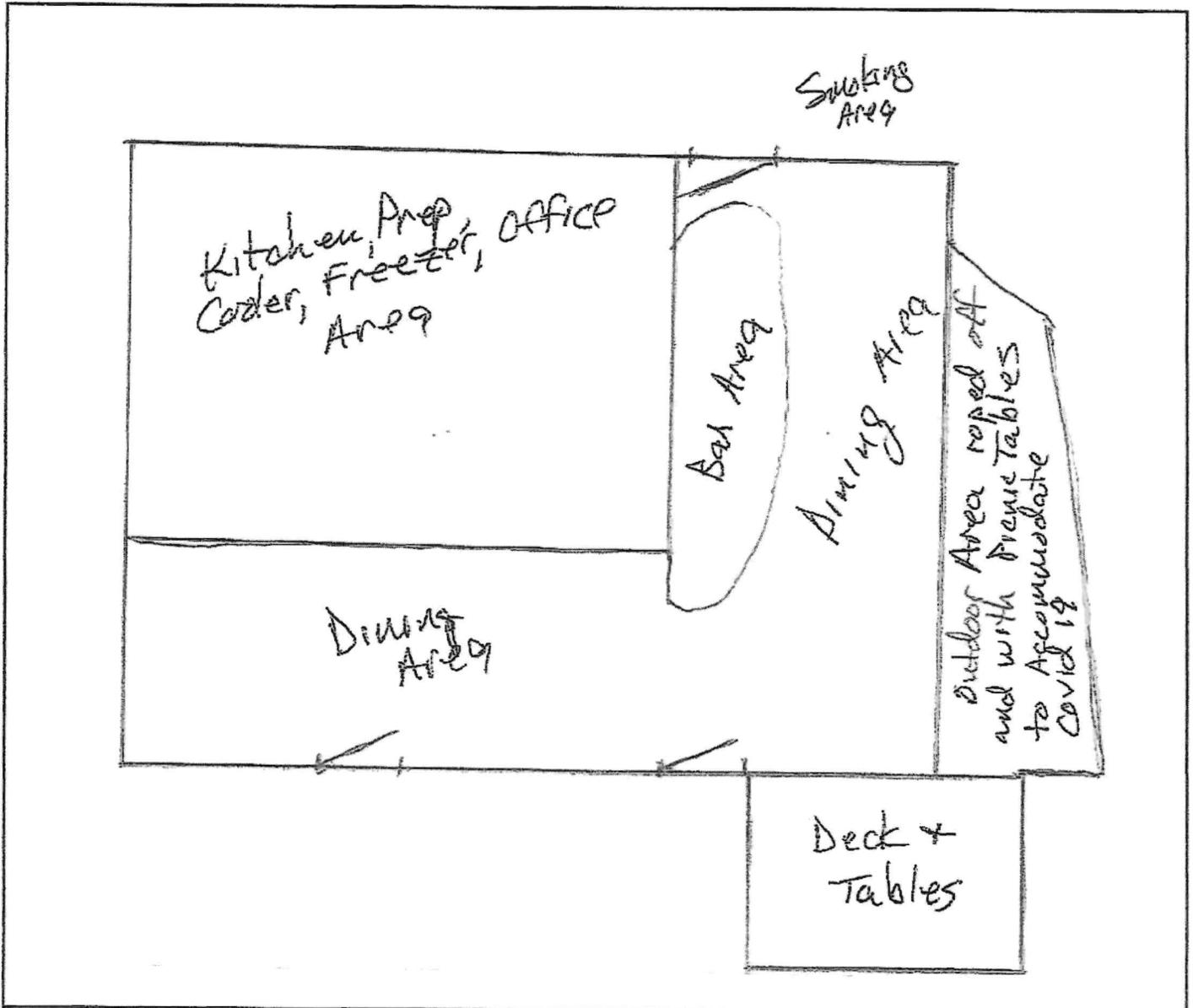


STATE OF MAINE
DEPARTMENT OF ADMINISTRATIVE AND FINANCIAL SERVICES
BUREAU OF ALCOHOLIC BEVERAGES AND LOTTERY OPERATIONS
DIVISION OF LIQUOR LICENSING AND ENFORCEMENT

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.



State of Maine

DEPARTMENT OF HEALTH AND HUMAN SERVICES

EST ID: 7228

EATING PLACE TIER 2 60 Seats (in)8 Seats (out)

THE PENALTY BOX II
436 MAIN ST
DAMARISCOTTA ME 04543

EXPIRES: 01/03/2027

FEE: \$265.00



ATTN KENT BOUCHER
BLAKKK33 INC
THE PENALTY BOX II
8 HOLLY LANE
DAMARISCOTTA ME 04543

Sara Joseph Holmes

Commissioner

NON-TRANSFERABLE

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: March 2026

Name of Organization: THE Penalty Box II

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

Type of Entertainment: Live Entertainment

Location of Entertainment: 436 Main St Damariscotta ME

Planned Time/Hours: Son-Thurs 11am to 9pm Fri. & Sat 11am to 11pm

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

1/27/26
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 _____		

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 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,
A handwritten signature in black ink, appearing to read 'Erik Josephson', written over a light blue horizontal line.

Planning Department
Damariscotta Town Office
21 School Street,
Damariscotta, ME 04543

Michael Martone
Town Planner
Phone: (207) 563-5168
Planner@DamariscottaME.com

January 22, 2025

TO: Damariscotta Select Board
CC: Andrew Dorr, Town Manager
Rebecca Bartolota, Town Clerk
FROM: Michael Martone, Town Planner

SUBJECT: Renewal of Medical Marijuana Caregiver License for Above & Beyond Cannabis

Danielle Simmons, the owner of Above & Beyond Cannabis, has submitted an application to the Town for the renewal of the current Medical Marijuana Caregiver Retail Store License. The current licenses issued by the Town for this store will expire February 28, 2025 and the applicant has requested that the renewed license be issued for March 1, 2025 through February 28, 2026. A copy of the lease of commercial lease agreement for space at 95 Biscay Rd where the Caregiver Retail Store is located has been submitted with the application.

Individual Caregiver Registration

Danielle Simmons has supplied a copy of a valid Individual Caregiver Registration issued by the State of Maine Office of Cannabis Policy. The submitted Individual Caregiver Registration will expire on March 17, 2025, so I recommend the licenses be renewed with a condition that the applicant submit a renewed Individual Caregiver Registration to the Town Office no later than April 17, 2025.

Application Approval and Issues of License

If the application is approved by the Select Board, upon payment of the \$5,000 annual licence fee and satisfaction of any conditions, the Medical Marijuana Caregiver Retail Store License for Above & Beyond Cannabis located at 95 Biscay Rd will be issued for March 1, 2025 through February 28, 2026. A local authorization form for the caregiver retail store will also be submitted to the Maine Office of Cannabis Policy.

Respectfully,

Michael Martone
Town Planner & Deputy CEO
Town of Damariscotta
Office: 207.563.5168
Cell: 207.619.4727

Town of Damariscotta
Application for License for Adult Use and Medical Marijuana Stores,
Manufacturing Facilities and Testing Facilities
and Adult Use Cultivation Facilities

APPLICANTS SHOULD READ THE DAMARISCOTTA ADULT USE AND MEDICAL MARIJUANA LICENSING ORDINANCES BEFORE COMPLETING THIS APPLICATION.

ALL DOCUMENTS REQUIRED BY ORDINANCE UNDER 902.5 OF THE MEDICAL MARIJUANA LICENSING ORDINANCES AND 903.5 OF THE ADULT USE MARIJUANA MUST BE ATTACHED

Each applicant for a license shall provide a copy of a criminal background check (to include all present and former names) dated not more than three days prior to submission of application. This can be done on-line here: <http://www5.informe.org/online/per>

NAME OF BUSINESS (Please print): Above and Beyond

BUSINESS ADDRESS: 95 Biscay Rd

BUSINESS MAILING ADDRESS: PO Box 961
Damariscotta ME, 04543

OWNER'S NAME: Danielle Simmons

NEW APPLICATION Fee: \$500

EXISTING FACILITY AS OF 12/13/18 Fee: \$500

RENEWAL APPLICATION Expires: 2/28/25 - No Fee (Renewal Applicants need only complete those sections where information has changed since the new application or most recent renewal application was submitted but must provide a copy of their current State license for adult use and caregiver registration for medical marijuana.)

TYPE OF BUSINESS:

ADULT USE MARIJUANA BUSINESS:

MEDICAL MARIJUANA BUSINESS:

- Retail Store
- Manufacturing Facility
- Cultivation Facility:
 - Nursery
 - Tier I Cultivation (up to 500 SF of mature plant canopy)
 - Tier II Cultivation (500-2,000 SF of mature plant canopy)
 - Tier III Cultivation (2,001-7,000 SF of mature plant canopy)

- Caregiver Retail Store
- Manufacturing Facility
- Testing Facility

DAYS OF THE WEEK AND HOURS OF OPERATION:

Sun-Sat
9am-7pm

Attach a copy of all current State Marijuana License(s) as follows:

- Medical Marijuana Business: State of Maine caregiver registration application and registration certificate
- Adult Use Marijuana Business: State License application and Conditional license or current license in the case of a renewal

MAP & LOT OF SUBJECT PROPERTY:

Map: 1 Lot: 107 Zone: C-2

Physical Address of Subject Property:

95 Bisray RD

OWNER OF BULDING/UNIT (if different from applicant):

PRINTED NAME: Raymond Cole

OWNER'S ADDRESS: PO 1267 Damariscotta Phone No.: 563-1010

PLEASE ATTACH A COPY OF LEASE (if applicable)

Property owner Signature: [Signature] Date: 1/17/2025

Has applicant been denied an application for an adult use or medical marijuana license by another jurisdiction?

No Yes (If yes, explain on a separate sheet)

Has applicant had an adult use or medical marijuana license suspended or revoked by another jurisdiction?

No Yes (If yes, explain on a separate sheet)

Has applicant(s) or any officer, partner, director, stockholder, or member ever been convicted of any violation of the law, other than minor traffic violations in a federal, State or other court? No Yes (If yes, complete the following) DS

Name: _____ Date of conviction: _____

Offense: _____

Location: _____

Disposition: _____

For Marijuana Store, a Marijuana Cultivation Facility, or a Marijuana Products Manufacturing Facility license applicant:

I certify that I do not have an ownership in, or a direct or indirect financial interest in a Marijuana Testing Facility License.

Applicant Signature Danielle P. Simmons

Applicant Printed Name Danielle Simmons Date 1/17/25

For Marijuana Testing Facility license applicants:

I certify that I do not have an ownership in, or a direct or indirect financial interest in a Marijuana Store, a Marijuana Cultivation Facility, or a Marijuana Manufacturing Facility.

Applicant Signature _____

Applicant Printed Name _____ Date _____

CERTIFICATE OF APPLICANT AND WAIVER OF CONFIDENTIALITY

I, Danielle Simmons Owner/Operator/Agent of the business, hereby authorize the release of any criminal history record information to the Town Clerk. I understand that this information shall become public record, and I hereby waive any rights of privacy with respect hereto. I further stipulate that I am aware that deliberate falsification of the information herein shall be sufficient cause for denial of a license to operate the business. The application is accurate and true to the best of my knowledge.

Applicant Signature: Danielle P. Simmons Date: 1/17/25

THE OMISSION OF FACTS OR ANY MISREPRESENTATION OF ANY OF THE INFORMATION ON THIS APPLICATION SHALL BE SUFFICIENT GROUNDS FOR THE REFUSAL OF SUCH LICENSE.

Town Office to complete the following:

Application date & time: January 21, 2025 License issued on: _____

Application fee: \$ 0.00 Annual License fee (payable when Town License is issued): \$ 5,000.00

Initial fee and annual fees for both adult use medical commercial facilities:

<i>Adult Use Retail or Registered Caregiver Store</i>	<i>\$5,000</i>
<i>Manufacturing</i>	<i>\$2,500</i>
<i>Testing</i>	<i>\$2,500</i>
<i>Cultivation (Adult-Use only)</i>	
<i>Nursery</i>	<i>\$1,000</i>
<i>Tier I</i>	<i>\$1,000</i>
<i>Tier II</i>	<i>\$1,500</i>
<i>Tier III</i>	<i>\$2,500</i>



OFFICE OF CANNABIS POLICY
Maine Medical Use Of Cannabis Program

Individual Caregiver Registration

ID #: CGR26326

DANIELLE P. SIMMONS

**DBA: ABOVE AND BEYOND
CANNABIS**

DOB: 10/26/1992

Date Issued: 03/18/2024

Expiration Date: 03/17/2025



Retail Location: 95 BISCAY RD, DAMARISCOTTA, ME 04543-4217

**Card is property of
OFFICE OF CANNABIS POLICY**

No person shall alter, obscure, damage or deface this card.

If found, please return to:
OFFICE OF CANNABIS POLICY
162 STATE HOUSE STATION
19 UNION STREET, FIRST FLOOR
AUGUSTA, ME 04333-0162
(207) 287-3282

**MAINE MEDICAL USE OF CANNABIS PROGRAM****162 STATE HOUSE STATION, 19 UNION STREET, AUGUSTA, ME 04333-0162, FIRST FLOOR**Transaction Type: **Renew my Individual Caregiver Registration** | License: **CGR26326****Transaction Receipt**

Transaction Details

- Date of Transaction: **12/31/2024 01:48 PM**
- Transaction Number: **3840070-3424903**
- Applicant: **DANIELLE P SIMMONS**
- Transaction Type: **Renew my Individual Caregiver Registration**
- License Type: **INDIVIDUAL CAREGIVER**
- License: **CGR26326**
- Regulator:

MAINE MEDICAL USE OF CANNABIS PROGRAM
162 STATE HOUSE STATION, 19 UNION STREET, AUGUSTA, ME 04333-0162, FIRST FLOOR
- Fee Paid:
Fees are nonrefundable.

Total: \$0

Application Instructions

Complete this Individual Caregiver Registration renewal application online. After you electronically submit the application, you will receive an email notification with the Notice of Background Check Fee. Upon receipt of the background check fee, if required, the Office of Cannabis Policy will review the application to determine if the Office is in possession of all required forms, supplemental information, criminal history records checks and any other licensing requirements. The Office of Cannabis Policy will notify you by email of the Office's decision on the CGR registration. For more complete instructions, visit the OCP website.

Documents That May be Uploaded with This Application

You will be asked for the following documentation in addition to the basic application information. The online application allows for uploading these required documents. When uploading required documents, please title each document similar to the following examples beginning with last name followed by the document title: LastnameFirstName_Photo, LastnameFirstName_InformationRelease.

Please have documents ready if you wish to upload them with your online application; otherwise, you will be required to provide them to the Office through the "Upload Outstanding Application Documents" option online, by email to Licensing.OCP@maine.gov, or by mail to MAINE MEDICAL USE OF CANNABIS PROGRAM, 162 STATE HOUSE STATION, 19 UNION STREET, FIRST FLOOR, AUGUSTA, ME 04333-0162. This application is not complete and will not be processed until all documentation is provided. Forms referenced below may be found on [OCP's Medical Use Applications and Forms page](#).

- Copy of State-issued photographic identification
- Copy of business operating agreement, if applicable
- Copy of commercial food processor license, if applicable
- Copy of bottling/beverage plant license, if applicable
- Copy of retail food establishment license, if applicable
- Copy of Maine Revenue Services Registration Certificate (Retailer and/or Resaler)
- Proof of local authorization for caregiver retail store, if applicable
- Copy of pesticide applicator license, if applicable
- Photo, if not already on file

Individual Information

Please review the information below. If this information is incorrect, you may contact MAINE MEDICAL USE OF CANNABIS PROGRAM for correction.

First Name: DANIELLE
Full Legal Middle Name: P
Last Name: SIMMONS
Suffix:
Birth Date: 10/26/1992

Maine Revenue Services Requirement

You must have a Maine Revenue Services Account Number before completing this application.

Is your Maine Revenue Services account in your individual name, another individual's name, or a business name? **An individual's name (my own or another's)**

Individual Identification Information

You must provide both a valid State ID (driver's license or State ID) issued by the state in which you currently reside AND a Maine Revenue Services Account Number. If you do not have a Maine Revenue Services account, please contact Maine Revenue Services at (207)624-9693 or complete the application online at: <https://www5.informe.org/cgi-bin/online/suwtaxreg/index>.

State ID Information

- ID Type: Driver's License
- ID Number: 9999317
- ID State: Maine
- ID Expire Date: 10/26/2026

Maine Revenue Services Information

- MRS Account Number (format ###-####): 1002-9967
- MRS Registration Certificate (Retail and/or Resaler Certificate) Number (format #####): 1205746

Maine Revenue Services Registration Certificate

You must provide a copy of your Maine Revenue Services Registration Certificate.
resale_cert_1.jpg

Licensee Contact Information

Address

Address: 95 BISCAY RD, DAMARISCOTTA, ME 04543-4217 US
Address Type: Retail Location

Address: 961 BISCAY RD, BREMEN, ME 04551 US
Directions: Property owner; Charles Simmons, 961 Biscay Rd Bremen 04551
Address Type: Grow Location Mature, Residential Street Location, Wholesale Location

Address: PO BOX 131, BREMEN, ME 04551-0131 US
Address Type: Mailing

Phone

Number: +1 (207) 380-7627
Type: Primary

Email

A primary email address is required for transaction confirmation purposes. In addition, you must provide an email address to be used for establishing credentials in OCP's inventory tracking system.

Email Address: aboveandbeyondcannabisllc@gmail.com
Email Type: Primary

Attestations

Please read and attest to the following:

- A. All information on this application is true and correct. Misrepresentation on this application may jeopardize my status as a registered caregiver in the Maine Medical Use of Cannabis Program (MMCP): **Agree**
- B. I have reviewed the rules and statute to allow me to execute my duties, rights and responsibilities as a caregiver under the laws and regulations governing the MMCP.: **Agree**
- C. In the event that law enforcement, OCP staff, and/or their representatives question my status as a card holder, I must provide my registry identification card and current government-issued photo ID.: **Agree**
- D. I will comply with inspections, as required, and refusal of entry could jeopardize my status as a caregiver.: **Agree**
- E. I will comply with applicable regulations and requirements if I am producing edibles with medical cannabis or using pesticides in the cultivation of medical cannabis.: **Agree**
- F. I understand that I may operate only operate and have medical cannabis at the addresses listed in this application. **Agree**
- G. I will abide by packaging and labeling requirements as defined in MMCP rules and statute. **Agree**
- H. I will not sell, furnish or give cannabis to a person who is not allowed to possess cannabis for medical purposes. **Agree**
- I. I may operate one retail store to sell harvested cannabis to qualifying patients for the patients' medical use. **Agree**
- J. I understand that it is my responsibility to know if Title 10, Chapter 501, Weights and Measures Law, applies to me, and if so, to have a certified scale.: **Agree**
- K. I may employ assistants to assist in performing the duties of the caregiver and they must be registered with the State of Maine in accordance with state law.: **Agree**
- L. I have provided my social security number or federal identification number for reporting to the Maine Revenue Service for tax purposes only.: **Agree**
- M. I will collect and remit sales tax related to my sales and transactions of medical cannabis. **Agree**
- N. I have reviewed local/town/municipal ordinances and my status as a caregiver does not violate any ordinances currently in place. **Agree**
- O. I will submit to a background check every two years as required by statute or as required by program policy. **Agree**
- P. I must submit a new application each time I apply for a card and renew a card. **Agree**
- Q. If any of my information changes after this application is processed, I must notify OCP. **Agree**
- R. If I do not comply with these requirements, the Department of Administrative and Financial Services may revoke authorization to serve as a caregiver under the Maine law.: **Agree**

Applicant's Signature: **Danielle Simmons**

Background Check

Has the Office of Cannabis Policy completed a background check for you in the past 24 months for a Registry Identification Card or as an officer or director of a registered dispensary?: **No**

Attest & Agree

You cannot submit this request unless you attest to the accuracy of the information provided within this application.

I hereby certify that the information provided on this application is true and accurate to the best of my knowledge and belief.

Questions about this service? Contact MAINE MEDICAL USE OF CANNABIS PROGRAM at: (207) 287-3282 or email: Licensing.OCP@maine.gov

Credits



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Information

[Maine.gov](#)

[Site Policies](#)

[Contact technical support.](#)

Transaction Security



Property Owner(s)

Please provide property owner information below as applicable. If you yourself are the owner, you may just enter "SELF".

Legal Name of Property Owner of GROW LOCATION, if applicable:

Grow Location Property Owner Address:

Legal Name of Property Owner of RETAIL LOCATION, if applicable: **Raymond Cole**

Retail Location Property Owner Address: **83 Biscay Rd, Damariscotta, ME 04543**

Legal Name of Property Owner of MANUFACTURING LOCATION, if applicable:

Manufacturing Location Property Owner Address:

Doing Business As Name

Name: **ABOVE AND BEYOND CANNABIS**
Primary DBA: **Yes**

Annual Fee

Please choose the option that best describes your current activities as a caregiver: **No cultivation at all; operating a retail caregiver store, purchasing, selling, or otherwise receiving or transferring wholesale cannabis**

Registered Caregiver Authorized Activities

Please select the activity or activities that best describe how cannabis is received and how cannabis is transferred.

Transfer, donation and/or sale of medical cannabis, concentrate and products to patients: **Yes**

Operation of one caregiver retail store: **Yes**

Purchase or other receipt of wholesale cannabis from other caregivers or dispensaries: **Yes**

Sale or other transfer of wholesale cannabis to other caregivers or dispensaries: **Yes**

Retail Store Information

Do you sell edible cannabis products?: **Yes**

You must provide proof of local authorization for your retail operation.
town_cert.jpg

Retail Food Establishment License

As you have indicated that you sell edibles, you must provide a copy of your retail food establishment license.
FOOD.jpg

Controlled Substance Convictions

Have you ever been convicted of a violation of a state or federal controlled substance law that is a crime punishable by imprisonment for one year or more, whether in Maine or elsewhere?: **No**

Photo Identification

You must provide a copy of State-issued photographic identification issued by the state in which you currently reside.
ID.jpg

COMMERCIAL LEASE AGREEMENT

THE PARTIES. This Lease Agreement agreed on March 1 2023 is between:

The **Lessor** is a business entity known as Negen LLC with a mailing address of PO 1267, 95 Biscay Rd, Damariscotta, Maine, 04543, hereinafter referred to as the "Lessor."

AND

The **Lessee** is a business entity known as Above & Beyond Cannabis with a mailing address of the Property's Address, hereinafter referred to as the "Lessee."

The Lessor and Lessee hereby agree as follows:

DESCRIPTION OF LEASED PREMISES. The Lessor agrees to lease to the Lessee the following described retail space located at 95 Biscay Rd., Damariscotta , Maine, 04543.

Tax Map: 1 Lot: 67 Block: front

Book: 2008 Page: 26

Additional Description: Rental property bordered by, The Biscay Road, The Heater Road, the stream leading from the culvert under the Heater Road (on the back side opposite the Biscay Road), and the private drive leading from The Biscay Road to the back portion of the lot of 95 Biscay Road, This private drive constructed May, 2009, DOT permit number 6651.

Hereinafter referred to as the "Premises".

USE OF LEASED PREMISES. The Lessor is leasing the Premises to the Lessee and the Lessee is hereby agreeing to lease the Premises for any legal use allowed in accordance with local and State laws.

Any change in use or purpose of the Premises other than as described above shall be upon prior written consent of Lessor only otherwise the Lessee will be considered in default of this Lease Agreement.

EXCLUSIVE USE. The Lessee shall hold exclusive rights to operate on the Premises with the following use(s): Tenant has exclusive use of the corner portion, described as bounded above, of the property owned by Negen LLC. The back and side portions outside these boundaries are not part of this lease.

TERM OF LEASE. This Lease shall commence on January 1 2023 and expire at Midnight on February 29 2028 ("Initial Term").

RENT AMOUNT. Payment shall be made by the Lessee to the Lessor in the amount of \$800.00 for the Initial Term of this Lease Agreement hereinafter referred to as the "Rent."

RENT PAYMENT. The Rent shall be paid under the following instructions:

Rent shall be paid by the Lessee to the Lessor on a per month basis with payment due no later than the 1st of every month.

Rent shall be paid Cash

PRORATION PERIOD. The Rent shall be prorated on a daily basis starting on December 6 2022 until the start of the Initial Term beginning on January 1 2023, referred to as the "Proration Period." During said period, the Lessee shall be able to take possession of the Premises and be required to make payment in the amount of \$0 upon the execution of this Lease Agreement.

RETURNED CHECKS (NSF). If the Lessee attempts to pay Rent with a check that is not deemed valid by a financial institution due to non-sufficient funds, or any other reason for it to be returned, the Lessee will be subject to a fee of \$0 in addition to any late fee.

LATE FEE. The Lessor shall not charge a late payment fee if the rent is not paid on time by the Lessee.

OPTION TO RENEW. SEE **ADDITIONAL TERMS AND CONDITIONS.**

EXPENSES. In accordance with a Triple Net (NNN) Lease the responsibility of the expenses shall be attributed to the following:

COMMON AREA MAINTENANCE (CAM's) - The Lessee shall be responsible for all costs related to the parking area maintenance, snow removal, landscaping, trash removal, janitorial services, and security systems on the Premises.

It is the intention of the Parties, and they hereby agree, that in addition to the Rent, the Lessee shall be obligated to pay the following expenses to the Lessor on a per month basis:

OPERATING EXPENSES. The Lessor shall have no obligation to provide any services, perform any acts or pay any expenses, charges, obligations or costs of any kind whatsoever with respect to the Premises, and Lessee hereby agrees to pay one-hundred percent (100%) of any and all Operating Expenses as hereafter defined for the entire term of the Lease and any renewals thereof in accordance with specific provisions hereinafter set forth. The term "Operating Expenses" shall include all costs to Lessor of operating and maintaining the Premises, and shall include, without limitation, real estate, and personal property taxes and assessments, management fee(s), heating, air conditioning, HVAC, electricity, water, waste disposal, sewage, operating materials and supplies, service agreements and charges, lawn care, snow removal, restriping, repairs, repaving, cleaning and custodial, security, insurance, the cost of contesting the validity or applicability of any governmental acts which may affect operating expenses, and all other direct operating costs of operating and maintaining the Premises and related parking areas, unless expressly excluded from operating expenses.

TAXES. Lessee shall pay, during the term of this Lease, the real estate taxes and special taxes and assessments (collectively, the "taxes") attributable to the Premises and accruing during such term. The

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Lessee shall pay to Lessor said taxes on a monthly basis, based on one-twelfth (1/12) of the estimated annual amount for taxes. Taxes for any fractional calendar year during the term hereof shall be prorated. In the event Lessee does not make any tax payment required hereunder, Lessee shall be in default of this Lease.

INSURANCE. The Lessee shall provide and maintain personal liability and property damage insurance. The Lessee and will designate the Lessor as an "also named insured". The Lessee shall provide the Lessor with a copy of such insurance certification or policy prior to the effective date of this Lease Agreement. The insurance shall protect and indemnify the Lessor of any injury, death, or property damage to occur on the property to the limits of \$1,000,000.00.

UTILITIES. The Lessee shall be responsible for any and all utilities to the Premises in relation to the total property area.

SECURITY DEPOSIT. A security deposit shall not be required in advance upon the signing of this Lease.

FURNISHINGS. The Lessor will not provide any furnishings to the Lessee under this Lease.

PARKING. Parking shall be provided to the Lessee in a dedicated manner provided on the Premises. There is no set number of parking spaces provided to the Lessee.

There shall be no fee charged to the Lessee for the use of the Parking Space(s).

LEASEHOLD IMPROVEMENTS. The Lessee agrees that no leasehold improvements, alterations or changes of any nature, (except for those listed on any attached addenda) shall be made to the leasehold Premises or the exterior of the building without first obtaining the consent of the Lessor in writing, which consent shall not be unreasonably withheld, and thereafter, any and all leasehold improvements made to the Premises which become affixed or attached to the leasehold Premises shall remain the property of the Lessor at the expiration or termination of this Lease Agreement. Furthermore, any leasehold improvements shall be made only in accordance with applicable federal, state or local codes, ordinances or regulations, having due regard for the type of construction of the building housing the subject leasehold Premises. If the Lessee makes any improvements to the Premises the Lessee shall be responsible for payment.

Nothing in the Lease shall be construed to authorize the Lessee or any other person acting for the Lessee to encumber the rents of the Premises or the interest of the Lessee in the Premises or any person under and through whom the Lessee has acquired its interest in the Premises with a mechanic's lien or any other type of encumbrance. Under no circumstance shall the Lessee be construed to be the agent, employee or representative of Lessor. In the event a lien is placed against the Premises, through actions of the Lessee, Lessee will promptly pay the same or bond against the same and take steps immediately to have such lien removed. If the Lessee fails to have the Lien removed, the Lessor shall take steps to remove the lien and the Lessee shall pay Lessor for all expenses related to the Lien and removal thereof and shall be in default of this Lease.

LICENSES AND PERMITS. A copy of any and all local, state or federal permits acquired by the Lessee which are required for the use of the Premises shall be kept on-site at all times and shall be readily accessible and produced to the Lessor and/or their agents or any local, state, or federal officials upon demand.

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MAINTENANCE. The Lessee shall be responsible for all repairs and maintenance on the Premises due to normal wear and tear on the Premises. Particularly items which need immediate attention including but not limited to, the replacement of light bulbs, normal repair and cleaning of windows, cleaning of bathrooms, clearing of toilets, etc. The Lessee shall properly maintain the premises in a good, safe and clean condition and shall properly and promptly remove all rubbish and hazardous wastes and see that the same are properly disposed of according to all local, state or federal laws, rules regulations or ordinances.

In the event the Premises is damaged as a result of any neglect or negligence of Lessee, his employees, agents, business invitees, or any independent contractors serving the Lessee or in any way as a result of Lessee's use and occupancy of the premises, then the Lessee shall be primarily responsible for seeing that the proper claims are placed with the Lessee's insurance company, or the damaging party's insurance company, and shall furthermore be responsible for seeing that the building is safeguarded with respect to said damage and that all proper notices with respect to said damage, are made in a timely fashion, including notice to the Lessor, and the party or parties causing said damage.

SALE OF PROPERTY. Lessee shall, in the event of the sale or assignment of Lessor's interest in the building of which the premises form a part, or in the event of any proceedings brought for the foreclosure of, or in the event of exercise of the power of sale under any mortgage made by Lessor covering the premises, attorn to the purchaser and recognize such purchaser as Lessor under this Lease.

INSURANCE. In the event Lessee shall fail to obtain insurance required hereunder and fails to maintain the same in force continuously during the term, Lessor may, but shall not be required to, obtain the same and charge the Lessee for same as additional rent. Furthermore, Lessee agrees not to keep upon the premises any articles or goods which may be prohibited by the standard form of fire insurance policy, and in the event the insurance rates applicable to fire and extended coverage covering the premises shall be increased by reason of any use of the premises made by Lessee, then Lessee shall pay to Lessor, upon demand, such increase in insurance premium as shall be caused by said use or Lessee's proportionate share of any such increase.

SUBLET/ASSIGNMENT. The Lessee may not transfer or assign this Lease, or any right or interest hereunder or sublet said leased premises or any part thereof.

DAMAGE TO LEASED PREMISES. In the event the building housing the leased premises shall be destroyed or damaged as a result of any fire or other casualty which is not the result of the intentional acts or neglect of Lessee and which precludes or adversely affects the Lessee's occupancy of the leased premises, then in every such cause, the rent herein set forth shall be abated or adjusted according to the extent to which the Premises have been rendered unfit for use and occupation by the Lessee and until the demised premises have been put in a condition at the expense of the Lessor, at least to the extent of the value and as nearly as possible to the condition of the premises existing immediately prior to such damage. It is understood, however, in the event of total or substantial destruction to the Premises that in no event shall the Lessor's obligation to restore, replace or rebuild exceed an amount equal to the sum of the insurance proceeds available for reconstruction with respect to said damage.

The Lessee shall, during the term of this Lease, and in the renewal thereof, at its sole expense, keep the interior of the leased premises in as good a condition and repair as it is at the date of this Lease, reasonable wear and use excepted. This obligation would include the obligation to replace any plate glass damaged as a result of the neglect or acts of Lessee or her guests or invitees. Furthermore, the

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Lessee shall not knowingly commit nor permit to be committed any act or thing contrary to the rules and regulations prescribed from time to time by any federal, state or local authorities and shall expressly not be allowed to keep or maintain any hazardous waste materials or contaminants on the premises. Lessee shall also be responsible for the cost, if any, which would be incurred to bring her contemplated operation and business activity into compliance with any law or regulation of a federal, state or local authority.

HAZARDOUS MATERIALS LAWS. Shall mean any and all federal, state, or local laws, ordinances, rules, decrees, orders, regulations, or court decisions relating to hazardous substances, hazardous materials, hazardous waste, toxic substances, environmental conditions on, under, or about the Premises, the Building, or the Property, or soil and ground water conditions, including, but not limited to, the Comprehensive Environmental Response, Compensation and Liability Act of 1980 (CERCLA), the Resource Conservation and Recovery Act (RCRA), the Hazardous Materials Transportation Act, any other law or legal requirement concerning hazardous or toxic substances, and any amendments to the foregoing.

LESSEE'S DEFAULT AND POSSESSION. In the event that the Lessee shall fail to pay said rent and expenses as set forth herein, or any part thereof, when the same are due and payable, or shall otherwise be in default of any other terms of said Lease for a period of more than 15 days, after receiving notice of said default, then the parties hereto expressly agree and covenant that the Lessor may declare the Lease terminated and may immediately re-enter said premises and take possession of the same together with any of Lessee's personal property, equipment or fixtures left on the premises which items may be held by the Lessor as security for the Lessee's eventual payment and/or satisfaction of rental defaults or other defaults of Lessee under the Lease. It is further agreed, that if the Lessee is in default, that the Lessor shall be entitled to take any and all action to protect its interest in the personal property and equipment, to prevent the unauthorized removal of said property or equipment which threatened action would be deemed to constitute irreparable harm and injury to the Lessor in violation of its security interest in said items of personal property. Furthermore, in the event of default, the Lessor may expressly undertake all reasonable preparations and efforts to release the Premises including, but not limited to, the removal of all inventory, equipment or leasehold improvements of the Lessee's, at the Lessee's expense, without the need to first procure an order of any court to do so, although obligated in the interim to undertake reasonable steps and procedures to safeguard the value of Lessee's property, including the storage of the same, under reasonable terms and conditions at Lessee's expense, and, in addition, it is understood that the Lessor may sue the Lessee for any damages or past rents due and owing and may undertake all and additional legal remedies then available.

LESSOR'S DEFAULT. The Lessee may send written notice to the Lessor stating duties or obligations that have not been fulfilled under the full performance of this Lease Agreement. If said duties or obligations have not been cured within 30 days from receiving such notice, unless the Lessor needs to more time to cure or remedy such issue in accordance with standard industry protocol, then the Lessor shall be in default of this Lease Agreement.

If the Lessor should be in default the Lessee shall have the option to terminate this Lease Agreement and be held harmless against any of its terms or obligations.

DISPUTES. If any dispute should arise in relation to this Lease Agreement the Lessor and Lessee shall first negotiate amongst themselves in "good faith." Afterwards, if the dispute is not resolved then the Lessor and Lessee shall seek mediation in accordance with the laws in the State of Maine. If the Lessor and Lessee fail to resolve the dispute through mediation then the American Arbitration Association

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shall be used in accordance with their rules. Lessor and Lessee agree to the binding effect of any ruling or judgment made by the American Arbitration Association.

INDEMNIFICATION. The Lessee hereby covenants and agrees to indemnify, defend and hold the Lessor harmless from any and all claims or liabilities which may arise from any cause whatsoever as a result of Lessee's use and occupancy of the premises, and further shall indemnify the Lessor for any losses which the Lessor may suffer in connection with the Lessee's use and occupancy or care, custody and control of the premises. The Lessee also hereby covenants and agrees to indemnify and hold harmless the Lessor from any and all claims or liabilities which may arise from any latent defects in the subject premises that the Lessor is not aware of at the signing of the lease or at any time during the lease term.

BANKRUPTCY - INSOLVENCY. The Lessee agrees that in the event all or a substantial portion of the Lessee's assets are placed in the hands of a receiver or a Trustee, and such status continues for a period of 30 days, or should the Lessee make an assignment for the benefit of creditors or be adjudicated bankrupt, or should the Lessee institute any proceedings under the bankruptcy act or any amendment thereto, then such Lease or interest in and to the leased premises shall not become an asset in any such proceedings and, in such event, and in addition to any and all other remedies of the Lessor hereunder or by law provided, it shall be lawful for the Lessor to declare the term hereof ended and to re-enter the leased land and take possession thereof and all improvements thereon and to remove all persons therefrom and the Lessee shall have no further claim thereon.

SUBORDINATION AND ATTORNMENT. Upon request of the Lessor, Lessee will subordinate its rights hereunder to the lien of any mortgage now or hereafter in force against the property or any portion thereof, and to all advances made or hereafter to be made upon the security thereof, and to any ground or underlying lease of the property provided, however, that in such case the holder of such mortgage, or the Lessor under such Lease shall agree that this Lease shall not be divested or in any way affected by foreclosure, or other default proceedings under said mortgage, obligation secured thereby, or Lease, so long as the Lessee shall not be in default under the terms of this Lease. Lessee agrees that this Lease shall remain in full force and effect notwithstanding any such default proceedings under said mortgage or obligation secured thereby.

Lessee shall, in the event of the sale or assignment of Lessor's interest in the building of which the Premises form a part, or in the event of any proceedings brought for the foreclosure of, or in the event of exercise of the power of sale under any mortgage made by Lessor covering the Premises, attorn to the purchaser and recognize such purchaser as Lessor under this Lease.

USAGE BY LESSEE. Lessee shall comply with all rules, regulations and laws of any governmental authority with respect to use and occupancy. Lessee shall not conduct or permit to be conducted upon the premises any business or permit any act which is contrary to or in violation of any law, rules or regulations and requirements that may be imposed by any authority or any insurance company with which the premises is insured, nor will the Lessee allow the premises to be used in any way which will invalidate or be in conflict with any insurance policies applicable to the building. In no event shall explosives or extra hazardous materials be taken onto or retained on the premises. Furthermore, Lessee shall not install or use any equipment that will cause undue interference with the peaceable and quiet enjoyment of the premises by other Lessees of the building.

SIGNAGE. Lessee shall not place on any exterior door, wall or window of the premises any sign or advertising matter without Lessor's prior written consent and the approval of the local municipality. Thereafter, Lessee agrees to maintain such sign or advertising matter as first approved by Lessor in

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good condition and repair. Furthermore, Lessee shall conform to any uniform reasonable sign plan or policy that the Lessor may introduce with respect to the building. Upon vacating the premises, Lessee agrees to remove all signs and to repair all damages caused or resulting from such removal.

PETS. Pets shall be allowed on the Premises without any restriction or conflict by the Lessor with the Lessee being fully responsible for damage caused by any such Pet on the Premises.

CONDITION OF PREMISES/INSPECTION BY LESSEE. The Lessee acknowledges they have had the opportunity to inspect the Premises and acknowledges with its signature on this Lease that the Premises are in good condition and comply in all respects with the requirements of this Lease. The Lessor makes no representation or warranty with respect to the condition of the premises or its fitness or availability for any particular use, and the Lessor shall not be liable for any latent or patent defect therein. The Lessee represents that Lessee has inspected the premises and is leasing and will take possession of the premises with all current fixtures present in their "as is" condition as of the date hereof.

AMERICANS WITH DISABILITY ACT. Per 42 U.S. Code § 12183 if the Lessee is using the Premises as a public accommodation (e.g. restaurants, shopping centers, office buildings) or there are more than 15 employees the Premises must provide accommodations and access to persons with disabilities that is equal or similar to that available to the general public. Owners, operators, lessors, and lessees of commercial properties are all responsible for ADA compliance. If the Premises is not in compliance with the Americans with Disability Act any modifications or construction will be the responsibility of the Lessee.

RIGHT OF ENTRY. It is agreed and understood that the Lessor and its agents shall have the complete and unencumbered right of entry to the Premises at any time or times for purposes of inspecting or showing the Premises and for the purpose of making any necessary repairs to the building or equipment as may be required of the Lessor under the terms of this Lease or as may be deemed necessary with respect to the inspection, maintenance or repair of the building. In accordance with State and local laws, the Lessor shall have the right to enter the Premises without the consent of the Lessee in the event of an emergency.

ESTOPPEL CERTIFICATE. Lessee at any time and from time to time, upon at least ten (10) days prior notice by Lessor, shall execute, acknowledge and deliver to Lessor, and/or to any other person, firm or corporation specified by Lessor, a statement certifying that the Lease is unmodified and in full force and effect, or if the Lease has been modified, then that the same is in full force and effect except as modified and stating the modifications, stating the dates to which the fixed rent and additional rent have been paid, and stating whether or not there exists any default by Lessor under this Lease and, if so, specifying each such default.

HOLDOVER PERIOD. Should the Lessee remain in possession of the Premises after the cancellation, expiration or sooner termination of the Lease, or any renewal thereof, without the execution of a new Lease or addendum, such holding over in the absence of a written agreement to the contrary shall be deemed to have created and be construed to be a tenancy from month to month with the Rent to be due and payable in the same amount as the previous month, terminable upon 30 days' notice by either party.

WAIVER. Waiver by Lessor of a default under this Lease shall not constitute a waiver of a subsequent default of any nature.

GOVERNING LAW. This Lease shall be governed by the laws of the State of Maine.

NOTICES. Notices shall be addressed to the following:

Lessee: Above & Beyond Cannabis
95 Biscay Rd., Damariscotta , Maine, 04543

ADDITIONAL TERMS AND CONDITIONS. EXTENSION OF LEASE: Extension of this lease beyond 5 years is a possibility and can be discussed and terms agreed upon, if both parties are willing, at a later date.

ADDENDUM TO EXPENSES: The Lessee is not to pay any operating expenses or (CAM's) directly to the Lessor. The Lessee agrees to pay these expenses directly without involving the Lessor in the costs or management.

ADDENDUM TO TAXES: The Lessor agrees to pay the Damariscotta town property taxes at the evaluation level of 2022 on the entire property at 95 Biscay Road. The Lessee agrees to pay any increases in Damariscotta town property taxes due to increased evaluation of the Premises. Any increases of the Damariscotta town property taxes due to an increase in the evaluation of the back portion of the lot on 95 Biscay Road will not be the responsibility of the Lessee.

The Lessor will notify the Lessee of any changes in the Damariscotta town property taxes within 30 days of receipt of the tax increase.

ADDENDUM TO SIGNAGE: The Lessor gives permission to place any signage on the Premises that is approved by the local municipality.

PERSONAL GUARANTEE BY LESSEE. This Lease Agreement shall be personally guaranteed by Charlie Simmons, referred to as the "Guarantor(s)", and shall unconditionally guarantee the payment of the rent along with any other financial duties or obligations.

AMENDMENT(S). No amendment of this Lease shall be effective unless reduced to writing and subscribed by the parties with all the formality of the original.

SEVERABILITY. If any term or provision of this Lease Agreement is illegal, invalid or unenforceable, such term shall be limited to the extent necessary to make it legal and enforceable, and, if necessary, severed from this Lease. All other terms and provisions of this Lease Agreement shall remain in full force and effect.

BINDING EFFECT. This Lease and any amendments thereto shall be binding upon the Lessor and the Lessees and/or their respective successors, heirs, assigns, executors and administrators.

LESSOR SIGNATURE

Signature  Date 3/2/23
Raymond Cole, CEO of Negenia LLC

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LESSEE SIGNATURE

Signature Danielle Simmons Date 3/2/23
Danielle Simmons, Owner, Above & Beyond Cannabis LLC

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Page 9 DS

DAMARISCOTTA, TOWN OF

2026 Hazard Mitigation Plan Update Project List

Year	Project	Cost	Timeframe	Responsible Agency	Past Status	2026 Status
2016	1) Egypt Road; Elevate road 300' x 21' x 2', add 36" x 40' HDPE culvert and repave	\$150,000	Medium term	Public Works	2016: Engineering estimates prepared 2021: Deferred lack of funds	Engineering costs estimated in 2025 Pre-engineering and construction still need to occur.
2016	2) Back Meadow Road; Elevate 100' x 5' x 21' stabilize shoulders and repave	\$100,000	Medium term	Public Works	2016: Engineering cost estimates 2021: Deferred lack of funds	2024: Road flooding controlled by beaver deceiver device Low priority; long term project for elevation of road
2016	3) Chapman Street; Divert water away from homes behind shopping center	\$100,000	Long term	Public Works	2016: As part of \$750,000 CDBG grant, new box culvert installed near Church Street to improve storm water drainage on Chapman, Hodgdon, Church, and Pleasant Streets	2025: Boundary survey work completed Improvements planned for 2026/27

DAMARISCOTTA, TOWN OF *(continued)*

2026 Hazard Mitigation Plan Update Project List

Year	Project	Cost	Timeframe	Responsible Agency	Past Status	2026 Status
2016	4) Municipal parking lot; Construct flood wall and reconstruct parking lot to reduce flooding	Uncalculated	Long term	Public Works	2016: Engineering completed in 2014 2021: In progress	Completed: Storage chambers installed; temp wall available for deployment
2016	5) Areas vulnerable to sea level rise; Fortify areas subject to flooding due to SLR, including downtown, Miles Road, Oyster Creek (on Belvedere)	Uncalculated	Long term	Public Works	2016: Proposed in HMP 2021: Tidal Influence. Griffin Lane. Courtyard Street.	Abandoned
2016	6) Great Salt Bay School Shelter	\$150,000	Short term	Administration	2016: Proposed in HMP 2021: Deferred (3-phase needed; lack of funds)	Deferred lack of funds
2016	7) YMCA Shelter; Install Generator	\$200,000	Short term	Public Works	2016: Proposed in HMP 2021: Ongoing	Ongoing
2016	8) Dynamic flood model; simulate future flood vulnerabilities under anticipated SLR and storm surge intensity	\$138,000	Short term	US Army Corps of Engineers	2016: Proposed in HMP 2021: Ongoing	Status Unknown

DAMARISCOTTA, TOWN OF *(continued)* INCLUDING GREAT SALT BAY SANITARY DISTRICT

2026 Hazard Mitigation Plan Update Project List

Year	Project	Cost	Timeframe	Responsible Agency	Past Status	2026 Status
2021	1) Schooner Street Culvert	Uncalculated	Unknown	Miles Health	2021: Proposed in HMP.	Completed in 2024
2021	2) Church Street Bridge	Uncalculated	Unknown	Administration	2021: Proposed in HMP	Grant funded in 2023, Pre-Engineering in 2026; construction in 2027/28 (estimated)
2026	1) Replace Town Office generator	Uncalculated	Unknown	Public Works	N/A	New Project for 2026
2026	2) Replace Fire Department generator	Uncalculated	Unknown	Fire Department	N/A	New Project for 2026
2026	3) Main Street Culvert – increase in size, need concept design, pre-engineering, construction	\$2,000,000	Medium term	MDOT, Public Works, Select Board	N/A	New Project for 2026
2026	4) Feasibility study for microgrid focusing on hospital, municipal building, EOC	Uncalculated	Medium term	Administration	N/A	New Project for 2026
2026	5) Pump Stations – Raised/Moved out of flood plain (back parking lot near ramp, Miles Street, Lewis Point Rd) exploring making above ground	\$100,000 assessment	Long term	Great Salt Bay Sanitary District; Select Board	N/A	New Project for 2026
2026	6) Shared Public Works with Newcastle – pre-engineering for potential sites and construction	\$75,000 (pre-engineering) \$4,000,000 (construction)	Medium term	Select Board; Town of Newcastle	N/A	New Project for 2026; Feasibility assessment completed

Lincoln County Hazard Mitigation Plan - 2026 Update

PREREQUISITES

RESOLUTION

Whereas, natural and man-made disasters may occur at any time, we recognize that to lessen the impacts of these disasters we will save resources, property, and lives in Lincoln County;

And whereas the creation of a multi-jurisdictional Hazard Mitigation Plan is necessary for the development of a risk assessment and effective mitigation strategy;

And whereas, this multi-jurisdictional county of 18 towns, one plantation and a portion of Maine's Unorganized Territory is committed to the mitigation goals and measures as presented in this plan;

Therefore the Boards of Selectmen of the incorporated Towns and one Plantation hereby adopt the Lincoln County Hazard Mitigation Plan – 2026 Update; and

Therefore, the Lincoln County Commissioners, acting on behalf of the county and its unorganized territory hereby adopt the Lincoln County Hazard Mitigation Plan – 2026 Update.

AUTHORIZING SIGNATURES

Select Board for the City/Town of Damariscotta, Maine

<i>Print name</i>	<i>Signature</i>	<i>Title</i>	<i>Date</i>
Daryl Fraser	_____	Board Chair	2/18/2026
Dan Hunter, 1 st VC	_____	1 st Vice Chair	2/18/2026
Tom Anderson, 2 nd VC	_____	2 nd Vice Chair	2/18/2026
Andrea Keushguerian,	_____		2/18/2026
Darryl Day	_____		2/18/2026

City/Town Office Address: 21 School St, Damariscotta, ME 04543

Contact person: Andrew Dorr, Town Manager



Greetings,

We would like to update the Select Board on recent changes to professional auditing standards that have directly impacted the structure and timing of our audit work.

Over the past year, our firm has implemented new national quality management standards (SQMS), which replace the former quality control framework used by audit firms. These standards require a more proactive, risk-based approach to audits, with significantly expanded planning, documentation, and ongoing monitoring throughout the year.

As a result, a substantial portion of audit work now occurs before our team arrives on site. Approximately 70% of the audit effort is completed during the planning phase. This includes detailed risk assessments, enhanced internal control walkthroughs, expanded documentation requirements, and additional review procedures. Although much of this work is performed remotely, it is required under the new standards and represents a significant portion of the total audit time.

In addition, the updated standards require enhanced engagement quality reviews and continuous monitoring throughout the year. This means audit work is no longer concentrated solely around fieldwork but occurs on an ongoing basis.

These changes are designed to strengthen audit quality, improve risk identification, and better protect the Town through enhanced oversight and documentation. However, they also require additional time and resources, which is reflected in the audit fee structure.

Beginning with the March 2026 year-end audit cycle, we will require a 75% retainer and a signed engagement letter to secure scheduling for the 2026 audit. This retainer structure allows us to allocate staffing appropriately and maintain the timeline necessary to complete the audit efficiently.

The base audit fee for FY26 is \$10,000, FY27 \$14,000, FY28 \$14,000 and FY29 \$15,000. If a Federal Single Audit is required, the additional cost would be \$5,000.

We appreciate the Town's continued trust and value our longstanding working relationship. We are happy to answer any questions the Board may have regarding these changes.

Sincerely,

Amadee B. Denton

Amadee Denton
Director of Operations

MAINE SERVICE CENTERS COALITION

60 Community Drive • Augusta, Maine 04330-9486 • (207) 624-0189

December 3, 2025

Dear MSCC Member,

Thank you for your continued support of the Maine Service Centers Coalition (MSCC). **As the Second Regular Session of the 132nd Maine Legislature begins, we are asking that you renew your dues support of the MSCC for 2026.** From the time we drafted and lobbied to enact the original legislation creating Revenue Sharing II more than two decades ago, our coalition has been at the forefront advocating and protecting municipal revenue and interests.

By remaining with the MSCC, municipalities gain a collective voice to advocate for legislation that directly impacts our economic and social viability. The Coalition works to ensure that state policies reflect the unique needs of service centers, including equitable revenue sharing, infrastructure investment, housing, and public service funding. With many key bills carried over into the 2026 session—ranging from education funding and healthcare access to housing and workforce development—membership in the MSCC provides a strategic platform to influence outcomes that will shape the future of Maine’s urban and regional hubs.

Participation in the MSCC is not just about advocacy—it’s about collaboration, visibility, and ensuring that the voices of service center communities are heard and respected in Augusta. Now is the time to stand together and shape the policies that will define Maine’s future.

Our strategy continues to include holding every Maine legislator accountable for every vote that impacts municipal revenue or places additional burdens on municipalities and property taxes. Given the obvious advantage of experienced political advice and relationships, the Maine Service Centers Coalition leadership and staff will rely upon the Mitchell Tardy Jackson firm for professional lobbying staff support.

Once again, thank you for your municipality’s past support. Together we can make 2026 another productive year for the Maine Service Centers Coalition. Please feel free to contact me directly at the Auburn City Hall (207-333-6600) or by email at pcrowell@auburnmaine.gov

Sincerely,

Phil Crowell
2026 Chairperson
Maine Service Centers Coalition

We are enclosing the MSCC Membership Dues invoice for 2025 and hope you will respond favorably. Membership dues are set at fifteen cents per capita based on your community’s population (established by the latest State Revenue Sharing data available) with a minimum dues payment of \$600 per community. Also enclosed please find informational forms that we ask you to update and return to us. Please be sure to note to whom we should rely upon as the principal REPRESENTATIVE and ALTERNATE for your community.

MAINE SERVICE CENTERS COALITION
2026 EXECUTIVE COMMITTEE

OFFICERS

(Serve 1-Year Terms)

Chairman

TERM EXPIRES: 12/31/2026

Phil Crowell, City Manager
City of Auburn
60 Court Street
Auburn, ME 04210
Telephone: (207) 333-6600
Email: pcrowell@auburnmaine.gov
County: Androscoggin
Population: 22,958 Votes: 3

Vice Chairman

TERM EXPIRES: 12/31/2026

Bryan Kaenrath, City Administrator
City of Lewiston
27 Pine St.
Lewiston, ME 04240
Telephone: (207) 513-3000
Email: BKaenrath@lewistonmaine.gov
County: Androscoggin
Population: 38,772 Votes: 2

Secretary

TERM EXPIRES: 12/31/2026

Erica LaCroix, Town Manager
Town of Farmington
153 Farmington Falls Rd.
Farmington, ME 04938
Telephone: (207) 778-6538
Email: townmanager@farmington-maine.org
County: Franklin
Population: 8,059 Votes: 1

Treasurer

TERM EXPIRES: 12/31/2026

Jared Mills, City Manager
City of Augusta
16 Cony Street
Augusta, ME 04330-5201
Telephone: (207) 626-2300
Email: jared.mills@augustamaine.gov
County: Kennebec
Population: 18,585 Votes: 2

MEMBERS-AT-LARGE

(All Members to Serve 3-Year Staggered Terms)

TERM EXPIRES: 12/31/2027

Vacant, Town Manager
Town of Houlton
21 Water Street
Houlton, ME 04730-2020
Telephone: (207) 532-7111
Email: town.manager@houlton-maine.com
County: Aroostook
Population: 5,635 Votes: 1

TERM EXPIRES: 12/31/2027

Marc Meyers, Town Manager
City of Bath
55 Front St.
Bath, ME 04530
Telephone: (207) 443-8330
Email: mmeyers@cityofbath.com
County: Sagadahoc
Population: 8,773 Votes: 1

TERM EXPIRES: 12/31/2027

Clinton Deschene, Town Manager
Town of Orono
59 Main Street
Orono, ME 04473-4001
Telephone: (207) 866-2556
Email: cdeschene@orono.org
County: Penobscot
Population: 10,504 Votes: 2

TERM EXPIRES: 12/31/2028

Joseph Roach, Town Manager
Town of Rangeley
15 School Street
Rangeley, ME 04970
Telephone: (207) 864-3326
Email: townmanager@rangeleyme.org
County: Franklin
Population: 966 Votes: 1

TERM EXPIRES: 12/31/2028

Andrew Dorr, Town Manager
Town of Damariscotta
21 School Street
Damariscotta, ME 04543
Telephone: (207) 563-5168
Email: adorr@damariscotta.Maine.gov
County: Lincoln County
Population: 2,303 Votes: 1

TERM EXPIRES: 12/31/2027

James Smith, Town Manager
Town of Bar Harbor
93 Cottage St. Ste. I
Bar Harbor, ME 04609
Telephone: (207) 288-4098
Email: jsmith@barharbormaine.gov
County: Hancock
Population: 5,246 Votes: 1

TERM EXPIRES: 12/31/2026

Scott Morelli, City Manager
City of South Portland
PO Box 9422
South Portland, ME 04116-9422
Telephone: (207) 767-7606
Email: smorelli@southportland.gov
County: Cumberland
Population: 25,927 Votes: 3

Administrative Services

Melissa White, Asst. Director of Educational
Services & Conventions
Maine Municipal Association
60 Community Dr
Augusta, ME 04330-9486
Telephone: (207) 623-8428 X. 2299
Email: mwhite@memun.org

Advocacy Services

Mitchell Tardy Jackson
104 Sewell St.
Augusta, ME 04330
Telephone: (207) 622-1365
Email: Sharon@mitchelltardyjackson.com

MAINE SERVICE CENTERS COALITION

**2026 Resolution for Membership and Appointment of
Voting Delegate Representative and Alternate**

BE IT RESOLVED that the _____
(City/Town Council or Board of Selectmen)

hereby authorizes membership in the Maine Service Centers Coalition and designates:

(Name and Position in Municipality)

to be the appointed REPRESENTATIVE for the Maine Service Centers Coalition and is therefore authorized to vote at the Maine Service Centers Coalition business meetings.

BE IT FURTHER RESOLVED that the designated ALTERNATE is:

(Name and Position in Municipality)

Date

Attested To By:

Please return this Resolution as soon as possible to:

Maine Service Centers Coalition
c/o Member Service Specialist Team
Maine Municipal Association
60 Community Drive
Augusta, Maine 04330-9486

MAINE SERVICE CENTERS COALITION

VOTING DELEGATES - 2026

Membership Information Sheet

<u>MSCC REPRESENTATIVE</u>	<u>MSCC ALTERNATE</u>
Name:	Name:
Title:	Title:
Municipality:	Municipality:
Mailing Address:	Mailing Address:
City/State/Zip:	City/State/Zip:
Primary Phone:	Primary Phone:
Email Address:	Email Address:

Please return this form to:

Maine Service Centers Coalition
c/o Member Service Specialist Team
Maine Municipal Association
60 Community Drive
Augusta, Maine 04330-9486

1

TOWN OF DAMARISCOTTA
WARRANT FOR FISCAL YEAR 2021
ANNUAL TOWN MEETING
FOR PERIOD JULY 1, 2020 TO JUNE 30, 2021
With July 1, 2020 Amendments

LINCOLN, SS

STATE OF MAINE

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

GREETINGS:

In the name of the State of Maine, you are hereby required to notify and warn the voters of the Town of Damariscotta, in said County, qualified by law to vote in Town Affairs, to assemble at the Damariscotta Municipal Building, 21 School Street in said Town, on Tuesday, the 14th day of July, A.D. 2020 at 8:00 A.M, then and there to act on Articles 1 and 2.

The polls for voting on Articles 1 and 2 will be open at 8:00 A.M. and will close at 8:00 P.M.

The adjourned meeting to act on the remaining articles in the Warrant will be resumed at the Great Salt Bay Community School, 559 Main Street in said Town on Wednesday the 15th of July, A.D 2020 at 6:30 P.M.,

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

ARTICLE 2. To elect by secret ballot in accordance with the vote of the Town, the following officers:

Two Selectmen/Assessors/Overseers of the Poor (Three-year terms) *Daryl Fraser & Louis Abbotoni*

One School Committee Member (Three-year term) *Samuel Belknap*

One Sanitary District Trustee (Three-year term) *John Gallagher*

ARTICLE 3. To choose one Cemetery Trustee for a three-year term. **Selectmen nominate: Mary "Pat McLean" Martha Dodge.** *Martha Dodge*

ARTICLE 4. To choose three Budget Committee members for three-year terms, one Budget Committee member for a two year term and one Budget Committee member for a one year term, one Alternate Committee member for a three year term and one Alternate Committee member for two year term.

Selectmen nominate: Constance Magistrelli, Karen O'Bryan and _____ for three year terms; Max Johnstone for a two year term, Lucy Harrington for a one year term; Bruce Rockwood for the Alternate member three year term, and _____ for the Alternate member two year term.

ARTICLE 5. To act on the reports of the Selectmen/Assessors/Overseers of the Poor, Town Manager, Treasurer, Tax Collector, Town Clerk and other officials. Passed as written

ARTICLE 6. To see what sum the Town will vote to raise and appropriate for GENERAL GOVERNMENT:

ADMINISTRATION: Board of Selectmen & Budget Committee recommend: \$ 434,946.95
ASSESSING: Board of Selectmen & Budget Committee recommend: \$ 51,700.00
PLANNING & DEV.: Board of Selectmen & Budget Committee recommend: \$ 100,292.75
SOLID WASTE: Board of Selectmen & Budget Committee recommend: \$ 113,644.00
MUNICIPAL BLDGS: Board of Selectmen & Budget Committee recommend: \$ 44,785.50
CONTINGENCY: Board of Selectmen & Budget Committee recommend: \$ 24,000.00
LEGAL SERVICES: Board of Selectmen & Budget Committee recommend: \$ 15,500.00
INSURANCES: Board of Selectmen & Budget Committee recommend: \$ 15,217.00
GEN. ASSISTANCE: Board of Selectmen & Budget Committee recommend: \$ 5,000.00
TOTAL GENERAL GOVERNMENT:
Board of Selectmen & Budget Committee recommend: \$ 805,086.20
Passed As Written

ARTICLE 7. To see what sum the Town will vote to raise and appropriate for the POLICE DEPARTMENT:

POLICE DEPT.: Board of Selectmen & Budget Committee recommend: \$ 580,374.83
TOTAL POLICE DEPARTMENT:
Board of Selectmen & Budget Committee recommend: \$ 580,374.83
Passed As Written

ARTICLE 8.. To see what sum the Town will vote to raise and appropriate for PUBLIC SAFETY -NOT INCLUDING POLICE DEPARTMENT:

ANIMAL CONTROL: Board of Selectmen & Budget Committee recommend: \$ 6,034.00
FIRE DEPT.: Board of Selectmen & Budget Committee recommend: \$ 129,002.70

EMERGENCY MGT: Board of Selectmen & Budget Committee recommend: \$ 2,179.45

HYDRANTS: Board of Selectmen & Budget Committee recommend: \$ 151,063.00

STREET LIGHTS: Board of Selectmen & Budget Committee recommend: \$ 17,000.00

TRAFFIC LIGHTS: Board of Selectmen & Budget Committee recommend: \$ 2,000.00

CLC AMBULANCE: Board of Selectmen & Budget Committee recommend: \$ 70,537.50

TOTAL PUBLIC SAFETY NOT INCLUDING POLICE DEPARTMENT:
Board of Selectmen & Budget Committee recommend: \$ 377,816.65
Passed As Written

ARTICLE 9. To see what sum the Town will vote to raise and appropriate for PUBLIC WORKS:

HIGHWAY DEPT.: Board of Selectmen & Budget Committee recommend: \$ 445,832.08

CEMETERY MAINT. Board of Selectmen & Budget Committee recommend: \$ 41,990.25

BISCAY BEACH: Board of Selectmen & Budget Committee recommend: \$ 875.00

TOTAL PUBLIC WORKS:
Board of Selectmen & Budget Committee recommend: \$ 488,697.33
Passed As Written

ARTICLE 10. To see what sum the Town will appropriate from Trust Funds for the WORTHY POOR:

Board of Selectmen & Budget Committee recommend: \$ 20,000.00
Passed As Written

ARTICLE 11. To see what sum Town will vote to raise and appropriate for Adult Education:

Board of Selectmen & Budget Committee recommend: \$ 8,350.00
Passed As Written

ARTICLE 12. To see what sum the Town will vote to raise and appropriate for DEBT SERVICE:

General Obligation Loan -Tax Exempt
(Elm Street, Public Works Tractor; matures 10/21) \$ 101,710.00

General Obligation Loan – Taxable Bond
(Rest Room, Egypt Rd Culvert; matures 10/21) \$ 25,389.00

TOTAL DEBT SERVICE:
Board of Selectmen & Budget Committee recommend: \$ 127,099.00
Passed As Written

ARTICLE 13. To see what sum the Town will vote to raise and appropriate to the CAPITAL RESERVE FUND:

Reserve Acct	Projected Balance 6/30/2020	Recommended FY 2021	Total Available FY 2021
Municipal Building	\$11,910	\$12,600	\$24,510
Fire Station	\$129,198	\$35,000	\$164,198
Sand/Salt Shed	\$20,859	0	\$20,859
Restroom	\$410,694	0	\$410,694
Waterfront	\$1,005,917	0	\$1,005,917
SUBTOTAL LAND & BLDGS	\$1,578,578	\$47,600	\$1, 626,178
Fire Truck	\$90,204	\$85,000	\$175,204
Fire Equipment	\$32,653	0	\$32,653
SUBTOTAL FIRE DEPT	\$ 122,857	\$85,000	\$207,857
SUBTOTAL POLICE VEHICLE	\$ 0	\$20,000	\$20,000
Highway Truck	\$8,000	\$8,000	\$16,000
Highway Equipment	\$18,527	\$6,000	\$24,527
SUBTOTAL HIGHWAY DEPT.	\$26,527	\$14,000	\$40,527
SUBTOTAL TECHNOLOGY	\$5,368	\$2,000	\$7,368
Sidewalk Program	\$204,635	\$110,000	\$314,635
Paving, Drainage & Maintenance	\$ 59,075	\$109,000	\$168,075
Municipal Parking Lot	\$52,751	0	\$52,751
SUBTOTAL TRANSPORTATION	\$316,461	\$219,000	\$535,461
SUBTOTAL COMPREHENSIVE PLAN	\$1,270	\$4,000	\$5,270
SUBTOTAL CEMETERY	\$14,817	\$9,400	\$24,217
SUBTOTAL LANDFILL	\$4,448	\$4,000	\$8,448
SUBTOTAL TOWN CLOCK	\$10,061	\$1,000	\$11,061
SUBTOTAL BISCAY BEACH	\$3,758	0	\$3,758
SUBTOTAL PROPERTY REVALUATION	0	\$20,000	\$20,000

TOTAL RESERVE BALANCES	\$ 2,084,145	426,000	\$2,510,145
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TOTAL CAPITAL RESERVE FUND:

Board of Selectmen & Budget Committee recommend: \$ 426,000
Passed As Written

ARTICLE 14. To see what sum the Town will vote to raise and appropriate for COMMUNITY SERVICES: RECREATION & HOLIDAY FUNDS:

Board of Selectmen & Budget Committee recommend: \$ 3,000.00
Passed As Written

ARTICLE 15. To see if the Town will vote to raise and appropriate \$ 6,966 for support of Lincoln County Television:

Board of Selectmen & Budget Committee recommend: \$ 6,966.00
Passed As Written

ARTICLE 16. To see if the Town will raise and appropriate the sum of \$497,233.49 for the County Assessment as directed by the Court of Lincoln County Commissioners on March 3, 2020.

Passed As Written

ARTICLE 17. To see if the Town will vote to raise and appropriate \$ 33,813.02 for support of the annual operation of Skidompha Public Library as the public library for the citizens of Damariscotta:

Board of Selectmen & Budget Committee recommend: \$ 33,813.02
Passed As Written

ARTICLE 18.. To see if the Town will vote to raise and appropriate the sum of \$ 2,000 for the provider agency Coastal Kids Preschool.

Article submitted by petition: \$ 2,000.00
Passed As Written

ARTICLE 19. To see if the Town will vote to raise and appropriate the sum of \$ 1,320 for the provider agency Midcoast Maine Community Action.

Article submitted by petition: \$ 1,320.00
Passed As Written

ARTICLE 20. To see if the Town will vote to raise and appropriate the sum of \$ 3,127.47 for the provider agency Spectrum Generations.

Article submitted by petition: \$ 3,127.47
Passed As Written

ARTICLE 21. To see if the Town will vote to raise and appropriate the sum of \$ 2,000 for the provider agency Coastal Rivers Conservation Trust.

Article submitted by petition: \$ 2,000.00
Passed As Written

- ARTICLE 22. To see if the Town will vote to raise and appropriate the sum of \$ 2,200 for the provider agency Healthy Kids.
Article submitted by petition: **\$ 2,200.00**
Passed As Written
- ARTICLE 23. To see if the Town will vote to raise and appropriate the sum of \$ 1,155 for the provider agency New Hope for Women.
Article submitted by petition: **\$ 1,155.00**
Passed As Written
- ARTICLE 24. To see if the Town will vote to appropriate from the Estimated Revenues Account \$ 1,228,250 to be applied to reduce the 2020 Tax Commitment.
GENERAL GOVERNMENT: \$ 793,350
INTERGOVERNMENTAL REVENUES: \$ 212,800
STATE REIMBURSEMENTS/TAX EXEMPTIONS: \$ 206,350
STATE REIMBURSEMENT-GENERAL ASSISTANCE: \$ 2,500
POLICE REVENUES: \$ 13,250

Board of Selectmen & Budget Committee recommend: **\$1,228,250**
Passed As Written
- ARTICLE 25. To see if the Town will vote to appropriate \$22,000 from the Maine Department of Transportation Local Road Assistance Program and transfer it to the General Fund as a revenue to be applied toward the Highway Department.
Board of Selectmen & Budget Committee recommend: **\$ 22,000**
Passed As Written
- ARTICLE 26. To see what sum the Town will vote to appropriate from the Undesignated Fund Balance to be applied to reduce the FY 2021 tax rate:
Board of Selectmen & Budget Committee recommend: **\$ 100,000**
Passed As Written
- ARTICLE 27. To see if the Town will vote to set the first business day of October 2020 (October 1, 2020) and the first business day of April 2021 (April 1, 2021) when all 2021 taxes shall be due and payable in semi-annual installments and instruct the Tax Collector to charge interest at ~~9.00%~~ 8.00% per annum on all taxes unpaid after said dates.
Passed As Amended/Written
- ARTICLE 28. To see if the Town will vote to authorize the Tax Collector to offer a 2021 Tax Club Plan to taxpayers who enroll no later than July 30, 2020, who pay the total amount of 2021 taxes by monthly payments from July 1, 2020 to April 30, 2021; who abide by the requirements of said plan; who shall receive from the Town, in return for such payments, full credit for such taxes paid without incurring any charge of interest. To be eligible for the Tax Club all 2020 taxes must be paid in full.
Passed As Written
- ARTICLE 29. To see if the Town will vote to authorize the Board of Selectmen, on behalf of the Town, to sell and dispose of any real estate acquired by the Town for non-payment of taxes thereon on such terms as they deem advisable and to execute quit-claim deeds thereon, provided the Selectmen give three

consecutive weeks' notice of their intentions to make such a sale through public advertisement in a local newspaper except that the Municipal Officers shall use the special sale process required by 36 M.R.S. § 943-C for qualifying homestead property if they choose to sell it to anyone other than the former owner(s). The property may be sold back to the original owner for all taxes due, plus interest and all costs, without the advertisement requirement.

Passed As Written

ARTICLE 30. To see if the Town will vote to authorize the Board of Selectmen to spend funds from various reserve funds as they deem necessary in accordance with the capital improvement program.

Passed As Written

ARTICLE 31. To see if the Town will vote to authorize the Board of Selectmen to accept gifts of money, bequests, apply for and accept State and Federal Grants, and grants from non-profit organizations on behalf of the Town for municipal purposes, including when necessary, the authority to authorize the signing of grant contracts, accept the conditions that accompany gifts of money, bequests, and grant funds, and to appropriate and expend gifts of money, bequests, and grant funds for the authorized purposes.

Passed As Written

ARTICLE 32. To see what sum, if any, the Town will vote to authorize the Board of Selectmen to borrow or appropriate from un-appropriated surplus as they deem advisable to meet unanticipated expenses and emergencies that occur during fiscal year 2020. (Estimated balance on June 30, 2020: \$950,000.00)

Board of Selectmen recommends: \$ 25,000

Passed As Written

ARTICLE 33. To see if the Town will authorize the Board of Selectmen to enter into an Interlocal Agreement with Towns of Newcastle, Bristol, South Bristol, Nobleboro and Bremen for the provision of ambulance services through Central Lincoln County Ambulance Service.

Passed As Written

ARTICLE 34. To see if the Town will accept as a Town Way, a section of Heater Road extending approximately 1,000 feet from Biscay Road to Hutchings Road, with a right-of-way width of 50 feet, contingent upon the necessary acquisition of right-of way from the adjacent property owners.

Passed As Written

ARTICLE 35. To see if the Town will vote to authorize the Board of Selectmen to enter into multi-year contracts subject to annual appropriation at Town Meeting.

Passed As Written

ARTICLE 36. To see if the Town will vote to authorize the Board of Selectmen to set the date, hour, and place for the next Annual Town Meeting.

Passed As Written

ARTICLE 37. To see if the Town will vote to authorize the Board of Selectmen to dispose of Town-owned personal property, under such terms and conditions, as they deem advisable.

Passed As Written

ARTICLE 38. To see if the Town will vote to authorize the Board of Selectmen, on behalf of the Town, to expend money for General Assistance as needed.

Passed As Written

- ARTICLE 39. To see if the Town will vote to accept from the Massasoit Engine Company gifts of money and certain items of equipment to be used for the benefit of the Town and the Massasoit Engine Company. *Passed As Written*
- ARTICLE 40. To see if the Town will vote to re-appropriate money from the sale of Town owned vehicles to the respective departmental vehicle reserve accounts. *Passed As Written*
- ARTICLE 41. To see if the Town will vote to authorize the Tax Collector to accept prepayments of taxes not yet committed, and to pay interest at a rate of 0% (zero) as a courtesy to taxpayers who wish to prepay some or all of their uncommitted taxes. *Passed As Written*
- ARTICLE 42. To see if the Town will vote to set the interest rate at 5.00% (five percent) 4.00% (four percent) to be paid by the Town on prepaid abated taxes pursuant to 36 M.R.S.A (4.00% (four percent) less than the interest rates established by the Municipality.) *Passed As Amended/Written*

Given under our hands at said Damariscotta, Maine this 1st day of July, A.D., 2020

Board of Selectmen
Town of Damariscotta

Robin Mayer, Chair

Mark Hagar

Joshua Pinkham

Louis F. Abbotoni

Daryl Fraser

Attest: _____ Town Clerk

MINUTES
BOARD OF SELECTMEN MEETING
DAMARISCOTTA TOWN OFFICE
January 19, 2022 5:30 p.m.
Live and Via Zoom

Members: Daryl Fraser, Chairperson; Louis Abbotoni, Tom Anderson; Mark Hagar, and Josh Pinkham
Members Absent: None

Staff Present: Matt Lutkus, Town Manager; Lynda Letteney, recording secretary

Others Present: Police Chief Jason Warlick, Sgt. Erick Halpin, Jaime and Logan Jenkins, Members of the Jenkins family, Geoff Keochakian, LCTV; and Nate Poole, Lincoln County News

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

II. Public Hearing on Remote Meeting Attendance

Matt Lutkus addressed this saying it is now State Statute and local regulations follow the Statute. There were no comments from the public.

III. Call to Order

The Select Board's meeting was called to order at 5:32 p.m. by Chairperson Fraser The first order of business was to address the public hearing.

On motion (Pinkham/Abbotoni) to accept the State Statute regarding remote meeting attendance as the Damariscotta policy. Vote: 5-0-0

IV. Presentation: Chief Warlick presenting the 2021 Life Saving Award

Chief Warlick gave an overview of the award saying there was a tragic accident on 12/7/21 on Route 1. One person lost her life; another was badly injured and trapped in a burning vehicle. Two men, Jaime and Logan Jenkins broke through a window and dragged the man to their vehicle until EMS arrived. For their heroics and quick thinking the Damariscotta Police Department awarded them the Life Saving Award for 2021. Their parents and other relatives were present.

V. Minutes

On motion (Pinkham/Anderson) to approve the minutes of 1/5/22 as amended Vote: 3-0-0

VI. Financial Reports

1. On motion (Abbotoni/Anderson) to approve Payroll Warrant #38 Vote: 5-0-0

2. On motion (Abbotoni/Fraser) to approve Accounts Payable Warrant # 39 Vote: 3-1-1 (Pinkham in the negative; Hagar abstained)

3. On motion (Abbotoni/Anderson) to approve Accounts Payable Warrant #40 Vote: 4-0-1 (Hagar abstaining)

VII. Citizens Comments and General Correspondence

1. Matt had a request from a citizen regarding mask mandates. **Matt** responded that they will follow all State approved mandates.

2. Anton Lahnston spoke as the co-chair of the Public Safety and Accessibility Committee. They have been working with the community and Matt. They have two items on the agenda:

A. Miles Street – They favor using ARAP Funds to move forward and rebuild. They are requesting money from ARAP be designated for this.

B. Church Street – Maine DOT is involved. Biscay Rd. to Rt. 1 to complete sidewalk to end of

existing walkway. This adds 900 ft. of sidewalk. It is a big project and they would like it included in the bond issue agenda for February. Both of these are really important for the Town.

VIII. Town Manager's Items

1. Discussion of Juneteenth (19th) as a Town Holiday - This has been declared a federal holiday; the State usually follows; and accordingly, the Towns follow suit. This is a celebration of the slaves' emancipation and notification (2 years later) to the slaves in Texas. It only affects public employees. **Daryl Fraser** asked how many holidays we had now. **Matt** said 12. **Tom Anderson** asked if it was consistent with other towns. **Daryl** asked about workloads. **Matt** said losing a day of work is significant. However, it is an important day in history. Most private businesses are not celebrating this. **Tom Anderson** said that recognition doesn't necessarily have to correlate with a day off. Again, **Tom** asked what others are doing. **Matt** said this was an introduction of the topic.

2. Marijuana Ordinances - Currently we have one recreational and 2 medical licenses issued with another recreational sought. The owner of the first recreational wants to purchase the 2nd one, not so much to open a 2nd retail, but to prevent someone else from using it, thus eliminating the competition. No law against it; no local or state law to prohibit it. **Daryl** said he thought the spirit of the law was to have two different owners. **Matt** said they would have to amend the ordinance. **Matt** also said he felt the line between medical and recreational was blurred. He thought the intent was to have 2 two different owners for each license to keep the competition. Also, there needs to be a public hearing on licensing fees set by the Board. **Josh Pinkham** suggested having Amanda work on this. **Matt** said he could have it ready for the June meeting.

IX. Official Action Items

1. Letter of Intent for CDBG Grant Application – **Evan** got 2 more residents (1 of 10 no longer resides in the area). We have 8 out of 9 which equals 68%, considered high. **Mary Ellen Barnes** (editing) and **Evan** have worked hard to get the Letter of Intent completed.

On motion (Hagar/Anderson) to approve the Letter of Intent as the initial step for Community Development Block Grant funding for the Hodgdon Street Drainage Project. Vote: 5-0-0

2. February 16th Public Hearing and Special Town Meeting Warrant – **Nate Poole** did a great job outlining the articles (1-4) in the paper.

On motion (Pinkham/Abbotoni) to approve the Warrant for the Special Town Meeting and Public Hearing on February 16, 2022. Vote: 5-0-0

3. Agreement with Nobleboro-Jefferson Transfer Station Contract and Payment for 2022

The Board believes this agreement is an asset to the Town. The 2022 contribution for Damariscotta is an increase of 4.8%. There has been no issue; businesses are hiring contractors for their portion. The percentage is fair based on population. Nobleboro and Jefferson rates are lower as owners; Damariscotta, Bremen and Newcastle are higher as non-owners. Damariscotta's contribution is \$138,328 representing a 4.8% increase over 2021. They are efficient and use carry over rather than capital reserves. Last year there was \$110K surplus. **Daryl Fraser** commented that the percentage was a minor increase all things considered.

On motion (Pinkham/Abbotoni) to approve a contract with the Nobleboro-Jefferson Transfer Station that includes the Town's 2022 contribution of \$138,328. Vote: 5-0-0

4. Interlocal Agreement for Ambulance Services

Selectman Tom Anderson attended the meeting to discuss interlocal ambulance services. He stated to the Board that the formula for establishing rates for service comes up every meeting even when it is not on the agenda. Proposal now on the table is \$160K for 2022 going to \$154K in 2023. Distributed as: 1/3 call; 1/3 valuation and 1/3 population. John Roberts suggested, under advisement, separating the formula from the agreement. Joe Rose said the attendees wanted to improve the local agreement. i.e. In case of emergency, sometimes fire department personnel have to do driving- whose insurance does the coverage? Or contracted towns (i.e. Edgecomb) are charging a premium, but have no assets to deal with as far as maintenance and upkeep. In these cases there is less allocation and no contribution to equipment, etc. Tom felt the last meeting was very productive with everything still "in the works" pending legal review.

On motion (Abbotoni/Pinkham) to take no action at this time and to table the item. Vote: 5-0-0

5. Shellfish Warden Services Contract

The contract remains the same as in past years, with appropriate date changes. Damariscotta serves as the "administrative town" for the Shellfish Conservation Ordinance while Newcastle provides this function for the Harbor Management Ordinance. The Two towns work together to administer the same rules and regulations through the two respective oversight committees. The expenses for the Shellfish Committee including compensation for warden services are paid out of a joint account that is funded by the sale of shellfish permits. \$5,000 is set aside for this. Last year \$1300 was spent. They would like to see more enforcement for deputies.

On motion (Abbotoni/Hagar) to authorize the Board Chair, Daryl Fraser, to sign an agreement with the Lincoln County Sheriff's Office to provide shellfish warden services in accordance with the Damariscotta and Newcastle Shellfish Conservation Ordinances. Vote: 5-0-0

6. Agreement re: Storage of Information Bureau Building Contents

Once the Town receives the deed from the State for the parcel on which the Information Bureau building is located, the Board will be asked to execute a long-term lease with the Chamber of Commerce for the use of the land. The building contains a number of historical items that could be lost or damaged during the renovation process. Pending Board approval, Matt has offered to store such items in the Town Hall basement. Jim Gallagher who oversees the Information Bureau organization has drafted a borrowing agreement for the Board's consideration. The Town's insurance covers items on Town property, but items need appraisal. There is no extra cost.

On motion (Fraser/Anderson) to authorize the Town Manager to execute a "Bailment" Agreement with the Chamber of Commerce for the storage and possible display of Information Bureau building contents at Town Hall. Vote: 5-0-0

X. Selectmen Discussion

Tom Anderson said he had been thinking about the presentation Haas Tobey made a while back regarding a replica of the Ocean Herald. He thought maybe a Town flag could be created to enhance the Town's image. As far as content, he was thinking of a replica of the Ocean Herald. Matt Lutkus asked about the Town logo. Tom said he preferred the Ocean Herald. Mark Hagar asked about a two-sided flag.

Lou Abbotoni said the State DOT is getting new money. **Question:** How does that affect us? (? time frame) **Matt** said it might be a possibility that we could get some money. He will ask Senator King and MMA for more information. **Mark Hagar** asked about School St. and if it could be included. **Lou Abbotoni** also asked about the Charitable Funds. **Matt** said there had not been a discernable increase. **Lou** asked if heating oil was an okay expense. **Matt** said yes. **Lou** suggested checking with suppliers as they would know customers in arears and/or needing assistance. **Josh Pinkham** said the Community Emergency Funds are also available.

Mark Hagar asked about CMP and the right of way for the poles. When a pole snaps, whose responsibility? **Matt** said it was CMP's. **Mark** said if it's their pole, they need to take care of it. Example-Biscay and Lessner Rd. **Matt** said let me know and I'll contact them. Also, he needs to be more aware of where new poles are going in; so CMP can try avoiding in the ditch.

Josh Pinkham was all set

Daryl Fraser said he was very pleased with the police recognition of the two young men from Friendship

XI. Adjournment

On motion (Pinkham/Hagar) to adjourn the Board of Selectmen's meeting at 6:20 p.m. to go into Executive Session **Vote: 5-0-0**

On motion (Pinkham/Hagar) to go into Executive Session regarding discussion of Union Request for Renegotiation of Police Officer Collective Bargaining Agreement per 1 M.R.S.A. 405(6) D. **Vote: 5-0-0**

The Board returned from Executive Session with no action taken and On Motion adjourned the meeting at 6:50 p.m.

Respectfully submitted,

Lynda L. Letteney
Recording Secretary

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



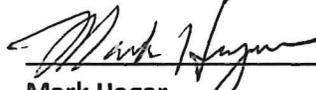
Daryl Fraser, Chairperson



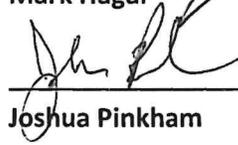
Louis Abbotoni



Tom Anderson



Mark Hagar



Joshua Pinkham

Town of Damariscotta, Select Board meeting, signed this date: 2-2-22

Town Manager Notes

January 19, 2022 Board of Selectmen’s Meeting

Public Hearing and Action on Public Hearing Item

Board Policy Regarding Remote Attendance at Board Meetings via Electronic Media -

Town Attorney Amanda Meader and I have prepared the attached revised Selectmen’s policy regarding attendance at Board meetings remotely via electronic media. The Board has had such a policy in place since 2012. However, given the specific requirements in the recently approved State law, the policy has to be rewritten. The Statute requires that the Board hold a public hearing on the proposed policy before adopting it.

Recommended Action: Hold the public hearing and approve a policy on remote attendance at Board meetings via electronic media.

Presentations

Police Chief Jason Warlick has requested time on the agenda to make a citizen presentation. Below is the Chief’s request:

Matt and the Board of selectmen,

As many of you know there was a recent crash on US Rt 1 in Damariscotta involving the death of a 25-year-old female operator. Also involved in that crash was the male driver of the other vehicle involved. His vehicle sustained heavy damage and was rolled on its passenger side. He was badly injured, bleeding heavily and unable to exit the vehicle. His vehicle caught fire directly under the passenger compartment. Two witnesses, Jamie and Logan Jenkins used a fire extinguisher to put out the fire and used debris from the scene to break out the front window of the vehicle and drag the operator to safety into their own vehicle. They assisted in slowing blood loss and helped keep the male calm while waiting for EMS services. I would like to present both Jamie and Logan with life saving awards at the Jan 19th board meeting.

Town Manager Items

I will provide verbal presentations on both items.

Official Action Items

1. **Letter of Intent- CDBG Grant Application-** Tomorrow, I will email the Letter of Intent that I am asking the Board to approve on Wednesday. The process for getting this preapplication completed has been delayed due to only seven of the ten households in the neighborhood being willing to complete the Low- and Moderate- Income survey questionnaire. Given the relatively small size of the Hodgdon Street project in relation to other projects that will be considered for Community Block Grant funding this is disappointing. Buy-in from the “target” population is an essential part of a CDBG funding request.

Recommended Action: Approve the Letter of Intent as the initial step for Community Development Block Grant funding for the Hodgdon Street Drainage Project.

2. February 16 Public Hearing and Special Town Meeting Warrant

Attached is the draft of the warrant for a Special Town Meeting that the Board has scheduled for February 16. Below is some background information on each of the warrant articles:

Article 1- Jim Cosgrove has agreed to serve as moderator

Article 2- If approved by the voters, the recommended action would allow the Board to execute an exchange of a small (179 square foot) parcel in the parking lot adjacent to the new restroom for a nearly identical size parcel of land that is privately-owned but that the Town been using for its parking spaces along Taco Alley. A map showing the parcels to be exchanged is attached.

Article 3- Allocation of Town ARPA Funds- The attached document describes the Board's recommendations for the allocation of American Rescue Plan Act (ARPA) funds that the Town has received and will be receiving in 2022. I have reviewed these recommendations with the Maine Municipal Association (MMA) and they agree that there is justification for including each of the items listed. All of the items listed were discussed at the August 18 public hearing on this topic.

The MMA Legal Department encourages towns to obtain Town Meeting approval regardless of whether or not the Town Meeting has already given their elected officers the general authority to accept and spend grant funds.

Article 4-Bond Issue for Town Public Works Projects- The Board has given a high priority to completing some key road projects using bond funds. I have prepared the attached summary of showing the estimated total cost of the three projects and a calculation for the estimated debt service. Crooker Construction prepared the cost estimates for the roadwork (to be used for budgetary purposes only), while the sidewalk costs were estimated using the per linear foot cost provided by Gartley and Dorsky. I have sent out an RFP for interest rates and loan terms to the five banks that have offices in Damariscotta. Proposals must be submitted by February 2. For purposes of estimating the cost of borrowing the funds, I have used 2.5 percent as the interest rate and a term of fifteen years. I have asked an attorney at Bernstein Shur to act as bond counsel.

If this article is approved, the Town will incur a debt of \$2,255,000 and annual debt service payments of an estimated \$180,414 for fifteen years. This will mark a departure from the Town's previous practice during the past decade of borrowing on a relatively short-term basis or paying for major capital projects using accrued reserve funds. The benefit of obtaining a loan in the next few weeks is that we may be on the tail-end of low interest rates for a long time. On the other hand, construction costs are exorbitant with shortages of supplies and, very likely, with local contractors capitalizing on high demand for their services.

Board Action Required for a Special Town Meeting: Approve the warrant for the February 16 Public Hearing and Special Town Meeting.

3. **Agreement with Nobleboro-Jefferson Transfer Station Nobleboro-Jefferson Transfer Station Contract and Payment for 2022-** At their Annual Meeting on January 5, 2022, the governing council for the Nobleboro-Jefferson Transfer Station voted on their 2022 Budget (calendar year) and the contribution amounts for the owner member towns, Nobleboro and Jefferson, and the non-owner member towns of Newcastle, Bremen and Damariscotta. Attached are minutes from that meeting and the contract that the Transfer Station has prepared for the Board to execute. The \$138,328 contribution for Damariscotta represents a 4.8% increase over the 2021 contribution.

Recommended Action: Approve a contract with the Nobleboro-Jefferson Transfer Station that includes the Town's 2022 contribution of \$ 138,328.

4. **Interlocal Agreement for Ambulance Services-** The Central Lincoln County Ambulance Service Board of Directors is meeting this evening to consider approval of an Interlocal Agreement that they will be recommending that member towns approve. Attached is the latest draft that I have of that agreement. Selectman Anderson will be representing the Town at that meeting and will be able to brief the rest of the Board on the status of the draft agreement.

At the July, 2020 Annual Town Meeting, the voters authorized the Board of Selectmen to enter into an Interlocal Agreement for ambulance services.

Recommended Action: After the briefing from Selectman Anderson, either approve an Interlocal Agreement for Ambulance Services or table action on this agenda item.

5. **Shellfish Warden Services Contract Services** As the Board will recall, Damariscotta currently serves as the "administrative town" for the Shellfish Conservation Ordinance while Newcastle provides this function for the Harbor Management Ordinance. In both cases, the two Towns work together to administer the same rules and regulations through the two respective oversight committees. The expenses for the Shellfish Committee including the compensation for warden services are paid out of a joint account that is funded by the sale of shellfish permits.

Since 2016, the two towns have contracted with the Lincoln County Sheriff's Office to provide this service. This year's proposed agreement calls for the Sheriff's Department to provide up to 205 hours of warden service totaling up to \$5,000 per year for the two towns. With the exception of the dates, the attached proposed 2021 agreement is identical to the current agreement.

Recommended Action: Authorize Board Chair Fraser to sign an agreement with the Lincoln County Sheriff's Office to provide shellfish warden services in accordance with the Damariscotta and Newcastle Shellfish Conservation Ordinances.

6. **Agreement re: Storage of Information Bureau Building Contents** -Once the Town receives the deed from the State for the parcel on which the Information Bureau building is located, the Board will be asked to execute a long-term lease with the Chamber of Commerce

for the use of the land. As soon as that process is concluded, the Chamber will begin renovating the current building structure and constructing the addition.

The building contains a number of historic pieces that could potentially become lost or damaged during construction. I have offered, contingent on the Board of Selectmen's approval, to help move and store the more valuable contents of the building in the Town Hall basement. There are a couple of items that, I believe, would be appropriate to display at Town Hall during this interim period. Attorney Jim Gallagher who oversees the Information Bureau organization has drafted the attached borrowing agreement for the Board's consideration.

Recommended Action: Authorize the Town Manager to execute a "Bailment" Agreement with the Chamber of Commerce for the storage and possible display of Information Bureau building contents at Town Hall.

Executive Session - Discussion of Union Request for Renegotiation of Police Officer Collective Bargaining Agreement per 1 M.R.S.A. § 405(6) D

**MINUTES
BOARD OF SELECTMEN MEETING
GREAT SALT BAY SCHOOL
February 16, 2022 5:30 p.m.
Live and Via Zoom**

Members: Daryl Fraser, Chairperson; Louis Abbotoni, Tom Anderson; Mark Hagar, and Josh Pinkham
Members Absent: None

Staff Present: Matt Lutkus (Via Zoom), Town Manager; Lynda Letteney, recording secretary

Others Present: Shari Sage (via Zoom), John Roberts, Wilder Hunt, Haas Tobey; Evan Goodkowsky, Broadband Committee; Julie Keizer; Geoff Keochakian, LCTV; and Nate Pool, Lincoln County News

Regular Board of Selectmen’s Meeting

I. Pledge of Allegiance: Chairperson Fraser led the Pledge of Allegiance at 5:50 p.m.

II. Call to Order

The Select Board’s meeting was called to order at 5:52 p.m. by Chairperson Fraser

III. Minutes

On motion (Pinkham/Anderson) to approve the minutes of February 2, 2022 **Vote: 5-0-0**

IV. Financial Reports

1. On motion (Pinkham/Abbotoni) to approve Payroll Warrant #43 **Vote: 5-0-0**

2. On motion (Pinkham/Abbotoni) to approve Payroll Warrant #44 **Vote: 5-0-0**

3. On motion (Fraser/Anderson) to approve Accounts Payable Warrant #45 **Vote: 3-1-1**

Pinkham in the negative; Hagar abstaining

4. On motion (Pinkham/Abbotoni) to approve Accounts Payable Warrant #46 **Vote: 5-0-0**

V. Presentations - None

VI. Citizens Comments and General Correspondence

Haas Tobey asked to speak later in the meeting

VII. Town Manager’s Items

1. Spirit of America Award

This award receives recognition in the annual Town Report. Please submit recommendations. Vote will be at the March 2nd meeting by secret ballot.

2. Meeting with Don Gerrish March 1st

Citizens who would like input into the next Town Manager can attend in person or by Zoom. Written comments are also accepted. Advertisement for this meeting will be in the newsletter and on the website.

3. Public Hearing on Ordinances on Annual Town Meeting Warrant

In anticipation of secret ballot requirements for some of these changes, public hearings will need to be scheduled. Previously reviewed by the Board are the following:

- Charter amendments including designating the Historical Preservation Review Commission as a Standing Committee and change in TM expenditure authority.
- Formula Establishment Ordinance

- Land Use Ordinance Amendments
- Rescission of plastic bag ordinance (superseded by State Statute)

The Board also recently requested a change in the Town's Marijuana Ordinances. The following changes are being proposed by Town staff:

- Prohibit more than one of the same type of license at the same establishment.
- Prohibit a person (as defined) from applying for a license if that person, as owner, officer, member manager, or partner, already holds the same type of license anywhere in the community.
- Requires adult use and medical marijuana caregiver store to begin operation within 60 days and be fully operational within 120 days.
- Requires other adult use and medical marijuana establishments to begin operation within 120 days and be fully operational within one year.
- Prohibit an applicant whose license has been revoked from applying for any adult use (or medical marijuana use as applicable) license for 3 years.
- Clarifies that if a license is revoked, the licensee will forfeit the application fee and any other town fees associated with the application.
- Clarifies which Department has enforcement responsibilities

A Public Hearing is scheduled for **March 16th** which will give enough lead time for the Warrant

4. February 8th meeting with Broadband Committee

LCI/Tidewater made their presentation. They estimated they would need \$108K from each town (Damariscotta and Newcastle) to extend service to unserved households in the communities. There is no way the Towns can come up with that subsidy before the end of the month. It is possible federal infrastructure money may become available for broadband. **Matt Lutkus** does not recommend subsidy at six figures. **Evan Goodkowsky** said they were hoping for a 30% each (town & LCI) and 40% by grant monies. New is a \$25K available as matching funds from the county. He believes it is advantageous to act now. **Tom Anderson** asked if another Town meeting was needed. **Daryl Fraser** said more funding sources were needed. We need to be leveraging more money. **Mark Hagar** estimated \$300K and change would be needed to do the unserved. **Julie Keizer**, town citizen, asked if this was unserved on public roads and/or private roads. She asked if there were other carriers. **Mark Hagar** said that at school (GSB), they have students and teachers without internet, making remote learning difficult. **Julie** felt LCI rates were very high.

Matt Lutkus reiterated the total cost is about \$347,000. The \$108,000 figure is counting on Newcastle, LCI and a grant from State funding. To provide "100 in and 100 out" service to everyone would be closer to \$1.2 million. Another consideration for example is Nissen Farm Lane which is private, but the residents deserve the same service. What about camp roads?

5. Hodgdon St. Road Project

The Public Hearing will be **March 2nd**. The application passed muster for a fall start. This requires a public hearing. All neighbors have been notified.

VI. Citizens' Comments and General Correspondence (cont'd)

Haas Tobey asked to speak to the Board regarding the importance of better understanding the times we are destined to live through and prepare for a different future. He is encouraging the Board of Selectmen to take the lead. He had two requests for the Board: 1. That the Board take on reading [Moving to Higher Ground](#) by John Englander. It is a primer on how we got to this point, and more importantly, what we must do now to manage the flood that is coming at us. (Haas provided a copy of the book for Matt and each Board member.) 2. That the Board instruct the Comprehensive Planning

Committee to assign a "SRL" (Sea level Rise) score to each project it considers. Charge the Committee to define a meaningful score that elates project viability to SRL and then apply it to each project. He expressed deep passion for the problem of sea level rise and its effect on the community. **Tom Anderson** thanked Haas for offering the book to the Board. The author has great credentials. Plan is to read the book and then discuss. The thought is that the more you can spread this philosophy around, the easier it will be to prepare and transition.

VIII. Official Action Items

1. Transfer Deed for Gilbert Gay, LLC

On motion (Anderson/Hagar) to approve the attached transfer deed with Gilbert Gay, LLC, in return for the transfer of a like size parcel from this owner of the property. Vote: 5-0-0

2. Approval of Bank Bond Funding

As explained earlier the requests for bids on this bond issue was limited to banks that have offices in Damariscotta at the Board's request. Three proposals were received by the February 1st deadline. All of them close and competitive. In comparing all three, Bath Savings was \$10,000 cheaper over 15 years than The First and \$35,000 cheaper than Camden National over 15 years. After consultation with the Town's Bond Counsel, Bath Savings was the recommended choice. **Matt Lutkus** pointed out that The First said APR of 3.399% for 360 days/year when 365 days/year was required. The rest of proposal is the same.

On motion (Fraser/Pinkham) to waive Charter bid guidelines and approve a proposal for the Town's \$2,255,000 bond issue from Bath Savings @ 3.39% Vote: 5-0-0

A draft RFP will be developed by the Public Works Committee including additional shoulder work. It will include hiring an engineer to review. **Mark Hagar** suggested the RFP should go to the Board as well as the Public Works Committee. The Board has not met since this was last brought up. He felt this was to ensure transparency. **Daryl Fraser** asked when the Public Works Committee meeting would be. **Matt Lutkus** said, as a manager, he could not allow a Board member to have an advantage, since in all likelihood, Hagar Enterprises would be submitting a bid. **Matt** felt this was a conflict of interest with Mark. **Matt** said there would be a review by the Board after the Public Works Committee met. **Mark Hagar** said Public Works should be having their meetings in a public forum. Also, he has never seen minutes from a Public Works meeting. **Josh Pinkham** said it was a conflict of interest then questions the motives. If the Board is going to micromanage the Public Works Committee, why not disband the Public Works committee? **Daryl Fraser** said no one was asking the PW Committee to disband, but rather to come back to the Board with recommendations. **Mark Hagar** said he just wanted to see the minutes of the meetings. **Daryl** said such a large chunk of money needs to be well-cared for and disbursed appropriately. We need the RFP as soon as possible now that the money has been approved. **Tom Anderson** asked who was on the Public Works Committee. **Response:** Josh Pinkham, Lou Abbotoni, George Parker, Matt Lutkus. There are no regularly scheduled meetings; they meet as things come up.

3. Amend Agreement with Damariscotta Police Union

Although officers' wages were increased by roughly \$3/hr. in the July 1, 2021 contract, there is concern that officer's wages in Damariscotta will not be in keeping with increases proposed in other Lincoln County police departments and County Sheriff's Department.

Action directed by Board in Executive Session: Approve the amended FY21-FY24 contract with the Damariscotta Police Association to provide an additional \$3/hr. for union employees.

On motion (Abbotoni/Hagar) to accept the amended contract. Vote: 5-0-0

4. Agreement with Boothbay Harbor for Planning Services

Boothbay Harbor and Damariscotta's Select Boards previously directed respective staffs to prepare an agreement for a shared full-time planner. This coincides with the retirement of Bob Faunce, Damariscotta's planner and a new position for Boothbay Harbor. The new document includes edits by the Town's legal counsel. Boothbay Harbor will consider action on this February 14th.

On motion (Abbotoni/Anderson) to approve an agreement with the Town of Boothbay Harbor for sharing the services of a full-time planner. Vote: 5-0-0

5. Lease of Information Bureau Property to Chamber of Commerce With the notice of the Governor's signing of the transfer of the deed on the property to the Town, the Town can go forward with leasing the property to the Chamber of Commerce (@ \$1.00/year).

On motion (Anderson/Abbotoni) to approve the attached long-term lease of 0.1 acre of property to the Damariscotta Region Chamber of Commerce. Vote: 5-0-0

6. Tabled from previous meeting: Interlocal Ambulance Services

Town meeting approved the funds appropriation for this agreement. Tom Anderson said nothing in the agreement changed except the money.

On motion (Anderson/Fraser) to approve the Interlocal Agreement for Ambulance Services. Vote: 5-0-0

IX. Selectmen's Discussion Items

Tom Anderson - nothing

Lou Abbotoni - nothing

Mark Hagar – feels we should look into teaming up with other towns regarding catch basin cleaning/side walk striping.

Josh Pinkham – had a question for Matt regarding the salt & sand shed. **Matt** responded that no repairs have been made yet. **Josh** said it's been two years since it was authorized. **Matt** will check with Hugh.

Daryl Fraser - nothing

X. Adjournment

On motion (Pinkham/Abbotoni) to adjourn the Board of Selectmen's meeting at 6:50 p.m. Vote: 5-0-0

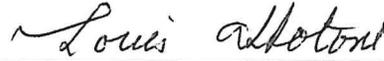
Respectfully submitted,

Lynda L. Letteney
Recording Secretary

We, the undersigned, do hereby approve as written, or with corrections as noted, the minutes of the above-designated Select Board meeting on February 16, 2022.



Daryl Fraser, Chairperson

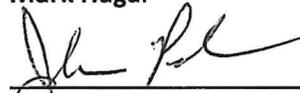


Louis Abbotoni



Tom Anderson

Mark Hagar



Joshua Pinkham

Town of Damariscotta, Select Board meeting, signed this date: March 2, 2022

**MINUTES
BOARD OF SELECTMEN MEETING
DAMARISCOTTA TOWN HALL**

**May 18, 2022 5:30 p.m.
Live and Via Zoom**

Members: Daryl Fraser, Chairperson; Louis Abbotoni, Tom Anderson; Mark Hagar, and Josh Pinkham

Members Absent: Josh Pinkham

Staff Present: Cheryl Pinkham, Interim Town Manager; Lynda Letteney, recording secretary

Others Present: Marshall Cole via Zoom; Matt Lutkus via Zoom; Geoff Keochakian, LCTV; and Evan Houk, Lincoln County News

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

II. Public Hearing – Referendum Ballot for Annual Town Meeting

Ballot is nine pages. Hearing no comments, questions or concerns. Chairperson Fraser closed the Public Hearing at 5:31 p.m.

III. Call to Order

The Select Board’s meeting was called to order at 6:01 p.m. **by Chairperson Fraser**

IV. Minutes

On motion (Anderson/Abbotoni) to approve the minutes of May 4, 2022 as presented Vote: 3-0-1 (Fraser abstaining, absent 5/4/22)

V. Financial Reports

1. On motion (Abbotoni/Anderson) to approve Payroll Warrant #62 Vote: 4-0-0

2. On motion (Abbotoni/Fraser) to approve Accounts Payable Warrant #63 Vote: 4-0-0

Mark Hagar asked about the solar electricity and where we stood. **Cheryl** said right now we have run out because of the decreased sunny days, but with summer approaching we should be building back up again for fall and winter, resulting in CMP credits.

VI. Presentations: Discussion with Board on proposed RFP for Belvedere and Egypt Roads

Cheryl Pinkham went over the RFP with Church Street “carved out” so there is no delay on Egypt and Belvedere Roads. She felt the timetable may be a little aggressive (June) as the Board needs a public hearing first. **Daryl Fraser** asked about “designee” rather than road commissioner. Other changes included taking out **Matt Lutkus’s** name and inserting **Cheryl Pinkham** since it will be after June 1st. Also a performance bond is required for projects in excess of \$125,000. **Mark Hagar** suggested that this be available for bid ASAP. Two public notices and 3 weeks open, so out to bid ASAP with an “in earnest” intent. The due date can be a moving target. **Mark** repeatedly has stated how important it is to have proper drainage on Belvedere Road. There should be two separate prices on Egypt and Belvedere. Marshall said 3 culverts were needed on Egypt need replacing or shimming. ?Before bidding or included in bid? **Mark Hagar** said the Back Meadow/Town line with Nobleboro needs to be defined. This needs a year ahead for settling out before Belvedere culverts can be done. Egypt Road culverts are needed but **Mark** feels they too need to be done ahead of paving. He suggests separating culvert bids from paving bids. For this year suggest paving Belvedere and doing culverts on Egypt and pave Egypt next year allowing for settling. Create a line item proposal split into two projects. RFP is for ditching and paving

Belvedere and doing culverts on Egypt Rd. (Paving of Egypt Road separated out for next year.) Identify the culverts specifically with an adjusted time line to the end of June instead of June 10th to allow for Public Hearings.

Consensus agreement

As an aside, the State is doing Biscay Road, but their prices are believed to be inflated, so there is no benefit to "piggy backing" onto their project. **Matt** will get time line update from the MeDOT.

VII. Citizens Comments and General Correspondence

When asked about the Weatherbird's liquor license, **Cheryl** said it would be on the June 1st agenda.

VIII. Town Manager's Items

1. ATM Referendum Ballot, State and School ballots

It is a long ballot and absentee ballots are available for take home voting.

2. Set public hearing and Special Town Meeting on Hodgdon Street drainage.

On motion (Fraser/Abbotoni) to hold a public hearing on June 1st to hear public comments with regard to the Hodgdon Street Drainage Improvement project and to hold a Special Town Meeting for the same project, immediately following the public hearing.

Vote: 4-0-0

3. Award for Waterfront Committee

At the Annual meeting of the Lincoln County Regional Planning Commission the Damariscotta Waterfront Committee was issued an award for demonstrating tremendous leadership and commitment of volunteers. **George Parker and Dick McLean** accepted the award for the Committee

4. Certificate of Recognition

Matt Lutkus received a Certificate of Recognition for his leadership role and public engagement on a number of Town projects. Congratulations to **Matt, George and Dick** and all the committee members who contributed to these successes.

5. CLC Adult and Community Education

Adult Education graduation is **June 7, at 6:00 p.m. at the Lincoln Theater**

6. Closure of Town Offices

On motion (Abbotoni/Anderson) to close the Town office June 14th except for voting purposes.

Vote: 4-0-0

7. Heating and Cooling System at the Municipal Building

MidCoast Energy has been working on the heating/cooling system. Parts have been order, but it is unclear when (or if) the parts will become available. It is possible a new system may have to be installed. (\$7,000-&10,000).

8. CLC Ambulance Contracts

Tom Anderson gave an overview of where negotiations stand. A contract has been agreed upon and only signatures are left to be done.

9. Relationship with CLC/YMCA

We have entered into a joint venture with the **CLC/YMCA** which will hopefully begin a new beginning in our mutual relationship. This is regarding field use and maintenance.

10. Half Hull Model

In the course demolition and remodeling the Chamber of Commerce space, a half hull replica of a ship built here was uncovered. The Chamber asked that the Town Office hold it for preservation until the new Chamber/Information Center is complete and can appropriately display it. The Board accepted the model and thought it could be displayed in the Town Office with an appropriate plaque under it.

- IX. Official Action Items**
- 1. Special Town Meeting for Hodgdon Street Drainage** **Already approved**
- 2. Closing of Town Office June 14, 2022 for all business except voting** **Already approved**

X. Selectmen’s Discussion Items

entities that use similar supply chains (schools, police, etc.) may prove to be a cost savings. This group plans to have its participation rate/rates formula available by June 9th.

Lou Abbotoni had no comment

Mark Hagar is concerned about the Damariscotta/Nobleboro line which needs to be surveyed from Back Meadow Rd. Perhaps the new assessor could do this and split cost with Nobleboro.

Josh Pinkham was absent

Daryl Fraser had no comment

XI. Adjournment

On motion (**Abbotoni/Anderson**) to adjourn the Board of Selectmen’s meeting at 6:22 p.m.

Respectfully submitted,

Lynda L. Letteney
Recording Secretary

We, the undersigned, do hereby approve as written, or with corrections as noted, the minutes of the above-designated Select Board meeting on May 18, 2022

Daryl Fraser, Chairperson

Louis Abbotoni

Tom Anderson

Mark Hagar

_____ Absent _____
Joshua Pinkham

Town of Damariscotta, Select Board meeting minutes, signed this date: _____

INTERLOCAL AGREEMENT BETWEEN THE TOWNS OF BREMEN, BRISTOL, DAMARISCOTTA, NEWCASTLE, NOBLEBORO AND SOUTH BRISTOL, FOR JOINT GOVERNANCE OF CENTRAL LINCOLN COUNTY AMBULANCE SERVICE, INC.

This interlocal agreement is made as of the 18th day of May, 2022, (the "Effective Date"), by and among

- THE INHABITANTS OF THE TOWN 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;
- THE INHABITANTS OF THE TOWN 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 TOWN 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 TOWN 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 TOWN 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
- THE INHABITANTS OF THE TOWN 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, 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, 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 24th, 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 governed by a Board of Directors as a director run organization with each Party appointing a director to the Board of Directors (hereafter "Board of Directors"), and the Service otherwise does not have members; and

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 the 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. The Board of Directors shall then decide on an annual assessment to be paid by the Parties based on any annual projected shortfall as well as amounts to be held as a reserve against unexpected deviations from the budget.
2. Each Party shall be assessed annually a share of the gross assessment in accordance with the formula set forth in Exhibit A 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 Corporation resources by each respective Party.

3. If it appears to the Board of Directors that there exist insufficient funds to cover an unplanned upcoming expense or expenses 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. Parties shall be notified by notice to the Select Board of each Party of the special assessment. Each Party shall pay a share of the gross special assessment equal to the same percentage allocated to the Party 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 2 hereinabove.

4. Unless the Board of Directors establishes a longer time period in which to make payment, any assessment shall be due in full from a Party within ninety days of the beginning date of the Party's fiscal year. The Service shall provide notice of the amount due either by delivering written notice of assessment to the Party at the municipal offices of the Party, or mailing such notice to the Party's municipal offices. If the assessment is not paid in full within said ninety days, the Party shall be in default. If a Party is in default the Service may exercise all legal and equitable rights against said Party 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. 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 Party, its residents and visitors. If service is being suspended the Select Board of the Party in default shall be notified in writing, and the Party shall be responsible for such services upon notice being given.

5. Unless the Board of Directors establishes a longer time period, a Party's rights to be a Party shall terminate if the Party fails to pay the assessment due within one hundred and twenty days of being provided the notice of assessment under paragraph 4 hereinabove. Notwithstanding such a termination to the contrary, the Party shall remain liable to the Service for assessed dues apportioned up until the deemed termination date including interest, attorney fees, and costs as set forth in paragraph 4 hereinabove.

6. A Party may withdraw from this Agreement by its Select Board 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 Party shall remain liable to the Service for assessed dues apportioned up until the deemed withdrawal date including interest, attorney fees, and costs as set forth in paragraph 4 above.

7. In the event of a Party either withdrawing or being deemed to have withdrawn as provided hereinabove, or suspension of services under paragraph 4, that Party 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 Party, its residents and visitors for not providing such services. The withdrawing or suspended Party agrees to assume full responsibility for providing such services formerly provided by the Service. The Service and the withdrawing Party are authorized to enter into mutually agreeable additional and alternate terms of withdrawal.

A former Party may contract with the Service for post-withdrawal services with the Service by negotiation and with the approval of the Board of Directors.

In the event of withdrawal, the withdrawing Party 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.

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 Parties as municipalities and also can satisfy the requirements of Maine law and

the Internal Revenue Code and related regulations, the distributions shall be distributed in shares proportion to each 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 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 shall not be entitled to any assets of the Service.

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

Inhabitants of Town of Bremen by its Select Board Dated 5/18, 2022

Tommy Anderson
[Signature]

Inhabitants of Bristol by its Select Board Dated _____, 2022

Inhabitants of Damariscotta by its Select Board Dated 5-18-, 2022

[Signature] Mark [Signature]
Louis Jafferson
[Signature]

Inhabitants of Newcastle by its Select Board Dated _____, 2022

Inhabitants of Nobleboro by its Select Board Dated _____, 2022

Inhabitants of South Bristol by its Select Board Dated _____, 2022

Central Lincoln County Ambulance Service, Inc.

By _____

Its President

Exhibit A

A Party'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 Party;
- The Party's percentage share of the combined property tax valuations of real estate with said Party's boundaries as against the total combined property tax valuations of all real properties within the boundaries of all the Parties to this Agreement; and
- The Party's percentage of total population as based upon the most recent census statistics against the total population of all Parties.

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

~~INTERLOCAL AGREEMENT BETWEEN~~**AGREEMENT FOR A JOINT AMBULANCE SERVICE BY -THE TOWNTOWNS 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~~

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• ~~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;

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• ~~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;

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• ~~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;

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• ~~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~~

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• ~~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

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~~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~~

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~~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.~~

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~~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.~~

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~~a.~~

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~~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 24th, 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;

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(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 the 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 PartiesTowns based on any annual projected shortfall as well as amounts to be held as a reserve against unexpected deviations from the budget.~~

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~~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 ~~Corporation~~ the Service resources by each respective Town Party.

~~3d.~~ If it appears to the Board of Directors that there exist insufficient funds to cover an unplanned upcoming cost, expense or liability ~~expenses~~ 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. Parties Towns shall be notified by notice to the selectmen ~~Select Board or other designated Town official~~ of each Party Town of the special assessment. Each Town Party shall pay a share of the gross special assessment equal to the same percentage allocated to the Town Party 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. ~~hereinabove~~ hereinabove.

~~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 Party Town within sixty ninety days of the beginning date of the Party Town's fiscal year. The Service shall provide notice of the amount due either by delivering written notice of assessment to the Party Town at the municipal offices of the Party Town, or mailing such notice to the Party Town's municipal offices. If the assessment is not paid in full within said sixty ninety days, the Party Town shall be in default. If a Party Town is in default the Service may exercise all legal and equitable rights against said Party Town 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 Party Town, its residents and visitors. If service is ~~being susp~~ being ended/suspended the Select Board men of the Party Town 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.

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5. Manner of Partially or Completely Terminating.

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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 Party party 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 party Party shall remain liable to the Service for assessments sed dues apportioned up until the deemed termination date including interest, attorney fees, and costs as set forth in paragraph 3.e.4 hereinabove.

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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 assessments sed dues apportioned up until the deemed withdrawal date including interest, attorney fees, and costs as set forth in paragraph 3.e.4 hereinabove.

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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.

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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.

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

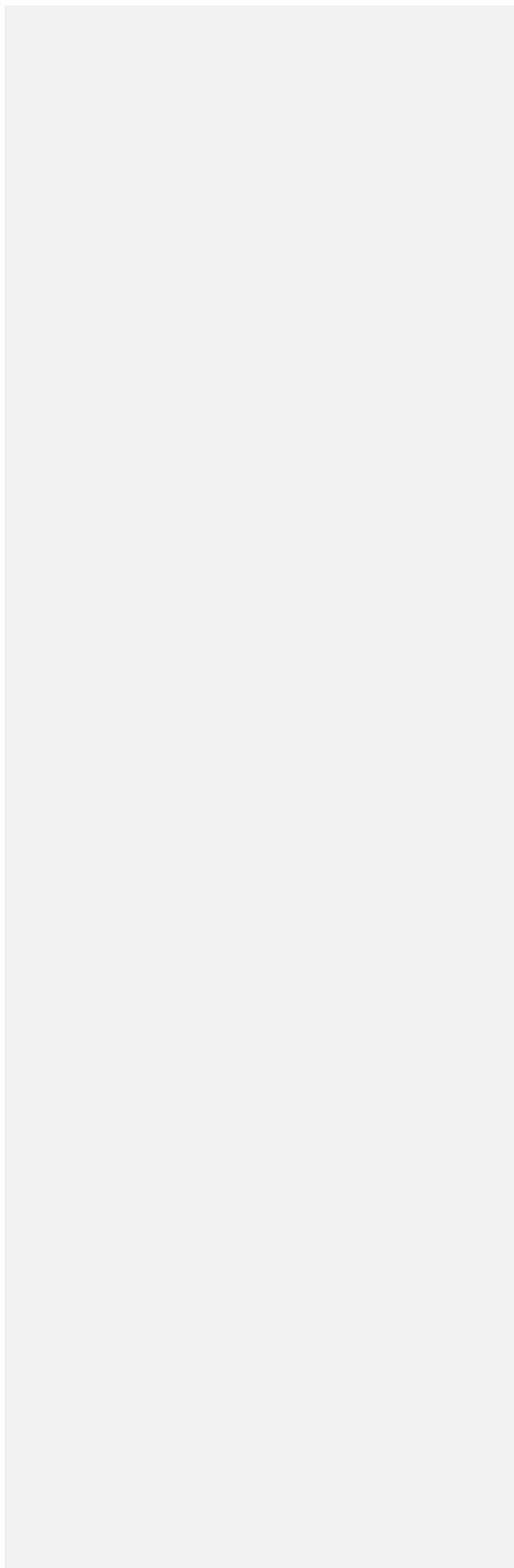
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Dated _____, 2022

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

Inhabitants of Bristol by its Select Board Dated _____, 2025Selectmen

Inhabitants of Damariscotta by its Select Board Dated _____, 2025Selectmen



Inhabitants of Newcastle by its Select Board Dated _____,
2025Selectmen

Inhabitants of Nobleboro by its Select Board Dated _____,
2025Selectmen

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

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.



Historical Documentary for Damariscotta

Austin Winder <fiveanddimestudios@gmail.com>

Thu, Feb 12, 2026 at 8:29 AM

To: townclerk@damariscottame.com, adorr@damariscottame.com, info@damariscottahistorical.org,
info@damariscottaregion.com

To the Town of Damariscotta:

Hello, my name is Austin Winder, founder of Five and Dime Studios. We are a film studio committed to telling the stories of small American communities whose rich histories are often overlooked. We believe these communities deserve thoughtful representation, and our documentaries are created in close collaboration with town leadership to ensure historical accuracy and alignment with each town's unique vision.

We've worked with towns from Colorado and Tennessee, all the way up to the great state of Maine, where we plan to return this fall. We're in the process of identifying small communities whose story and character would translate powerfully on screen, and Damariscotta stood out as a strong fit. The Chapman-Hall House particularly caught my attention; it would make for a great highlight in the film!

In addition to the rights of the film, you will also receive a curated library of *additional* footage, unused in the documentary, giving the town a ready-to-use collection of assets to support tourism and create online engagement for years to come. Our most recent production, [Reviving the Gateway](#), explores the heritage and revitalization efforts of Van Buren, Maine, and is currently airing on PBS.

I would love the opportunity to talk with whoever might be involved with a project like this to discuss our process and answer any questions you may have. I really think we could make something incredible for Damariscotta - I look forward to hearing back from you soon.

Very best,

Austin Winder

Owner | [Five and Dime Studios](#)

P: 901-264-4401 | E: fiveanddimestudios@gmail.com

