



Town of Damariscotta Select Board Meeting

January 21, 2026

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

Join Virtually

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

AGENDA

- 1. Pledge of Allegiance**
- 2. Public Hearing**
 - i. Kender Farm Inc (DBA Blue Sky) at 434 Main Street, Damariscotta
- 3. Call Select Board Meeting to Order**
- 4. Minutes**
 - i. January 7, 2026 and January 13, 2026 Special Meeting
- 5. Financial Reports**
 - i. Payroll Warrants #___
 - ii. Accounts Payable Warrants #___
- 6. Citizen Comments and General Correspondence**
- 7. Town Manager's Report**
 - i. Strategic Plan Update
 - ii. Dam~New Public Works Committee Update
- 8. Official Action Items**
 - i. Adult Recreation Cannabis Retail License: Kender Farm Inc (DBA Blue Sky)
 - ii. Liquor License Renewal: Lucky Fortune
- 9. Select Board's Discussion Items**
 - i. Review Parking and Traffic Ordinance
- 10. Adjournment**



**Town of Damariscotta
Public Hearing and Select Board
Meeting**

January 7, 2026

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

MINUTES

Attendance:

Select Board: Daryl Fraser, Dan Hunter, Andrea Keushguerian, Darryl Day, Tom Anderson (via zoom)

Others: Andrew Dorr, Town Manager; Emerson Wesselhoff, Christina Wallace, LCN

1. Pledge of Allegiance

2. Public Hearing: Retail Marijuana License - *TABLED*

- i. Kinder Farm Inc (DBA Blue Sky) at 434 Main Street, Damariscotta

3. Call Select Board Meeting to Order

Fraser called the meeting to order at 5:30 p.m.

4. Minutes

- i. December 3 and December 17, 2025

Motion by Anderson to approve the minutes of December 3 and December 17, 2025 as presented.

Second by Day

Vote: 5/0/0

5. Financial Reports

- i. Payroll Warrants #___

Motion by Fraser to approve Payroll Warrants #28 and #29.

Second by Keushguerian

Vote: 4/0/1

- ii. Accounts Payable Warrants #___

Motion by Hunter to approve Accounts Payable Warrant #30.

Second by Fraser

Vote: 4/0/1

6. Citizen Comments and General Correspondence

None

7. Town Manager's Report

Dorr updated the Board on several Acts making their way through the legislation. April 15 is scheduled to be the last day of open session. The Maine Service Center Coalition is monitoring weekly and keeps municipalities updated. The Coalition group meets weekly (on Mondays). Dorr is also watching for any of them that would have tax or budget implications. Hunter commented that he was glad someone was monitoring all of them. Dorr described one being considered for Capital Funding for Schools increasing matching funds.

Dorr reported there has been no negative feedback on Public Works. They have already gone through 2 truck loads of salt and sand.

Hunter commented that people who have come into Damariscotta for meetings are amazed at the conditions of our roads in the winter. Fraser referred to "expectations" of service when considering a joint PWD. Also suggested a reminder go out and up on facebook about winter parking restrictions. He noted that people are struggling with a 7a.m. departure time for leaving the designated overnight parking area. The Town really doesn't want to tow cars.

Day asked if there had been any follow up to new signage for the round-about. Dorr said he was informed that more signage is going up "in the coming weeks". DOT is also aware of the pot holes on Main St.

8. Official Action Items -TABLED

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

9. Select Board's Discussion Items

Anderson asked whether the EV charging stations were up and running.

Dorr responded that they are all functioning as they should be. From December 12-January 6 over \$400 has come in. Fraser asked that the Board be updated monthly on that income. Keushguerian commented that she has noticed people are leaving their dog poop bags on the ground at Riverside park. Should there be trash cans available? Most members felt owners were being irresponsible by leaving them there.

10. Executive Session: Pursuant to 1 MRSA 405 6A. To discuss a personnel matter.

Motion by Fraser to move into Executive Session: Pursuant to 1 MRSA 405 6A. To discuss a personnel matter.

Second by Day

Vote: 5/0/0

Motion by Fraser to come out of the Executive Session

Second by Keushguerian

Vote: 5/0/0

11. Adjournment

Motion by Day to adjourn the meeting
Second by Hunter
Vote: 5/0/0



Town of Damariscotta Select Board Meeting

January 13, 2026

Town Office
21 School St
5:00 PM

MINUTES

Attendance:

Select Board: Daryl Fraser, Andrea Keushguerian, Darryl Day, Tom Anderson (via zoom)

Absent: Dan Hunter

Others: Andrew Dorr, Town Manager

1. **Pledge of Allegiance**
2. **Call Select Board Meeting to Order**
Fraser called the Special Meeting to order at 5:00 p.m.
3. **Citizen Comments and General Correspondence**
4. **Official Action Items**
 - i. Confirmation of Police Chief Appointment
Motion by Fraser to confirm the appointment of Erik Josephson as the Police Chief.
Second by Day
Vote: 4/0/0
5. **Select Board's Discussion Items**
6. **Adjournment**

Motion by Day to adjourn the meeting.
Second by Anderson
Vote: 4/0/0



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: January 20, 2026

Administration

- The Budget process is well underway as I have received budget requests from departments. The rest of the month will involve internal review before I am able to prepare my recommended budget. Budget books are expected to be available in early February. The next meeting is scheduled for Wednesday, January 28th to review the capital improvement plan.
- Jimmy Hall Day is approaching. We are still looking for ideas for the staff to participate in the service day. Last year we organized a pet food drive, but may be slightly behind to do that again this year.

Police

- Officer Wells is expected to attend the academy beginning in February. The 18-week process
- Chief Josephson will be starting in earnest next week. I will work with him to host a formal swearing in with the Clerk.

Public Works

- The truck has had some additional repairs, some items that were unknown/realized until it was in the shop. While there, the shop recommended brake work bringing the total repair bill to just over \$10,000. Since July, we estimate that the truck has been out of service for 9 of the 29 weeks.
- A joint public works committee meeting was held on January 13th in Damariscotta. Following a review of the group's ground rules/meeting policy, the committee discussed the draft agreement, reviewed a list of probable policies, and analyzed the working budget. The next meeting is scheduled for January 27th.

EV Chargers

- See the attached printouts for just a couple of options available. Things seem to be functioning properly and to my knowledge, no issues have been raised by users yet.

Grants

- No significant updates

Capital Projects

- Main St PPI Study - We had a kick-off meeting last week. Tentatively, the consultants will be working through assessments now through April with a public meeting to be held in May for feedback on design considerations/desired functionality for various user groups, etc.. From there, the consultants will begin working on their conceptual plans and will aim to have something to share in the early fall with all work wrapping up near the end of 2026. Staff will be working on a communication strategy to ensure good public engagement throughout the process.

Upcoming Meetings/Events

- Tuesday, January 27 @ 6:00 PM - Dam~New Public Works Committee [Town Office]
- Wednesday, January 28 @ 4:30 PM - Select Board/Budget Committee [Town Office]
- Monday, February 2 @ 6:00 PM - Planning Board [Town Office]
- Wednesday, February 4 @ 5:30 PM - Select Board [Town Office]
- Monday, February 9 @ 4:30 PM - Select Board/Budget Committee [Town Office]
- Tuesday, February 10 @ 4:30 PM - Select Board/Budget Committee [Town Office]
- Wednesday, February 11 @ 4:30 PM - Select Board/Budget Committee [Town Office]
- Monday, February 16 - OFFICE CLOSED - Presidents Day

Strategic Plan Creation

Scoring

1

Board individually reviewed and scored all Comp Plan Strategies from the implementation matrix by focus area, using a scoring criteria to ascertain prioritization. See Scoring Criteria.



Workshops

2

Scores from all members were added and averaged, and a total score calculated for each strategy to determine Board's cumulative prioritization. Board reviewed and discussed scores/prioritized strategies by focus area over a series of three workshops.

Strategic Plan Sorting

3

Through consensus, Board agreed upon which strategies to include in 1-3, 3-5, and 5-10 year planning periods.

Categorization

4

Prioritized strategies were reorganized from Comp Plan focus areas into categories, which were more useful for the development of work plans and community engagement through ClearGov.



Budget Review

5

Town staff reviewed all strategies to determine if they had budget implications, or if they could be completed within the existing budget. Detailed budget implications (cost estimates) for strategies that would be considered for the next FY Budget) were added.

Strategic Plan Review Process

Quarterly Updates

- 1 The Select Board will receive quarterly updates from Town Staff and the CPI Committee, which will inform them of the status of projects: completed, in-progress, stalled, or not started.

Visuals Created

- 2 Town staff will work to create visuals for the aforementioned project status, which will be available to the Board and members of the public.

Formal Review

- 3 The formal review will take place in a workshop, ideally a joint meeting of the SB and CPIC. Town staff are invited and encouraged to attend, as are members of the public. The format will be something like this:

- i Review status of underway initiatives
- ii Discuss stalled initiatives & challenges
- iii Discuss addition of new projects
- iv Review available external funding
- v Discuss state of ClearGov software

Protocol for New Strategies

1 Review Project Alignment

Does the proposed addition align with existing visions and values? If so, move on to Step 2

2 Scoring and Sorting

Use the same initial process to score the proposed project. Then, sort it into guiding value, Comp. Plan focus area, and category

3 Budget Implication

Use existing Town staff methodology to determine the potential budget implications of the new project.

4 Alignment

Use a standardized checklist to determine if the proposed addition aligns with the current Strategic Plan:

i Does it involve the same or similar ordinance/zoning?

ii Does it involve any of the same stakeholders or partner orgs?

iii Does it help complete any phases of existing or upcoming projects? If so, how?

iv What resources do we already have/are already operating with that could help advance this new project?

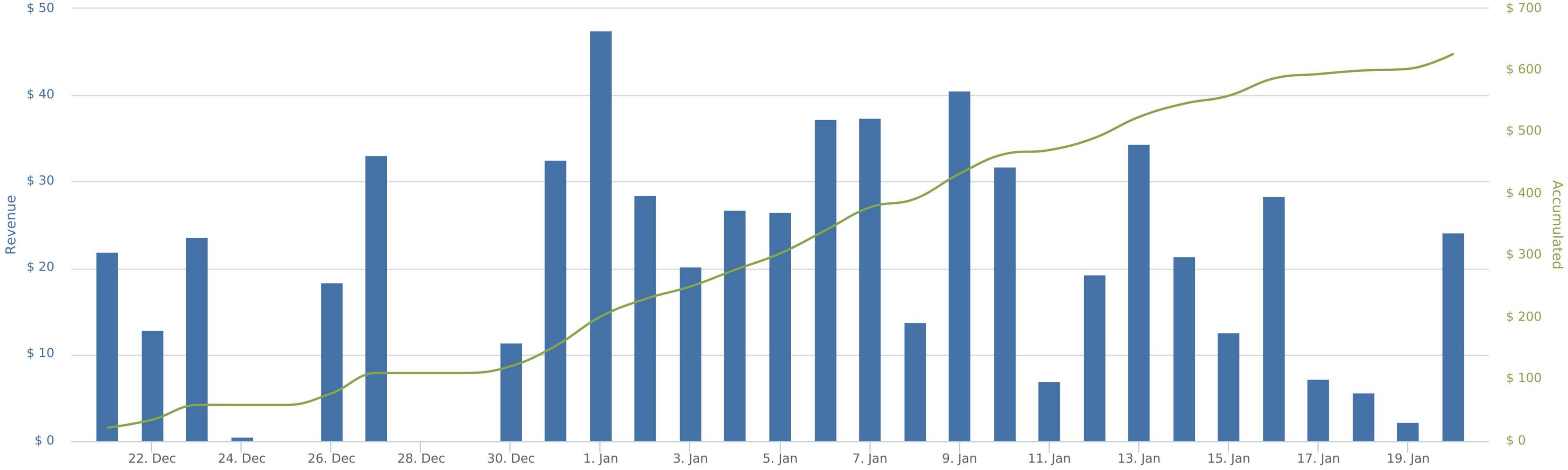
v What new resources do we need? (Staff capacity (personnel or time), budgetary, engagement, etc)

5 Review Timeline

The Select Board will hear the request at one initial meeting, take time to review, and discuss and/or make official action at a following meeting.

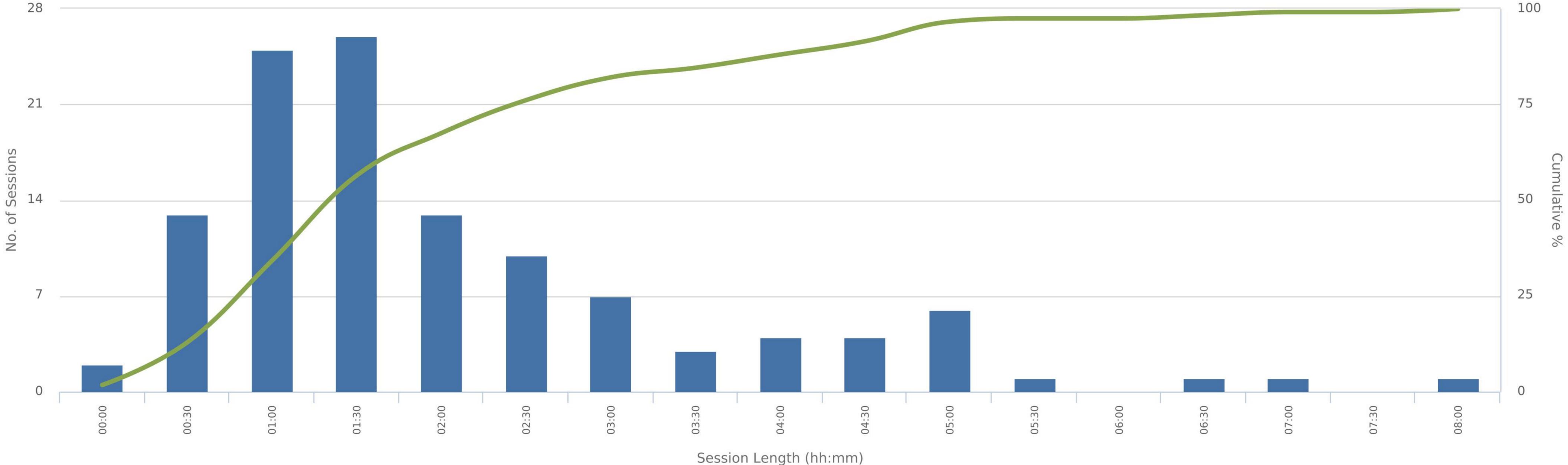
Revenue Last 30 Days

■ Revenue
— Accumulated



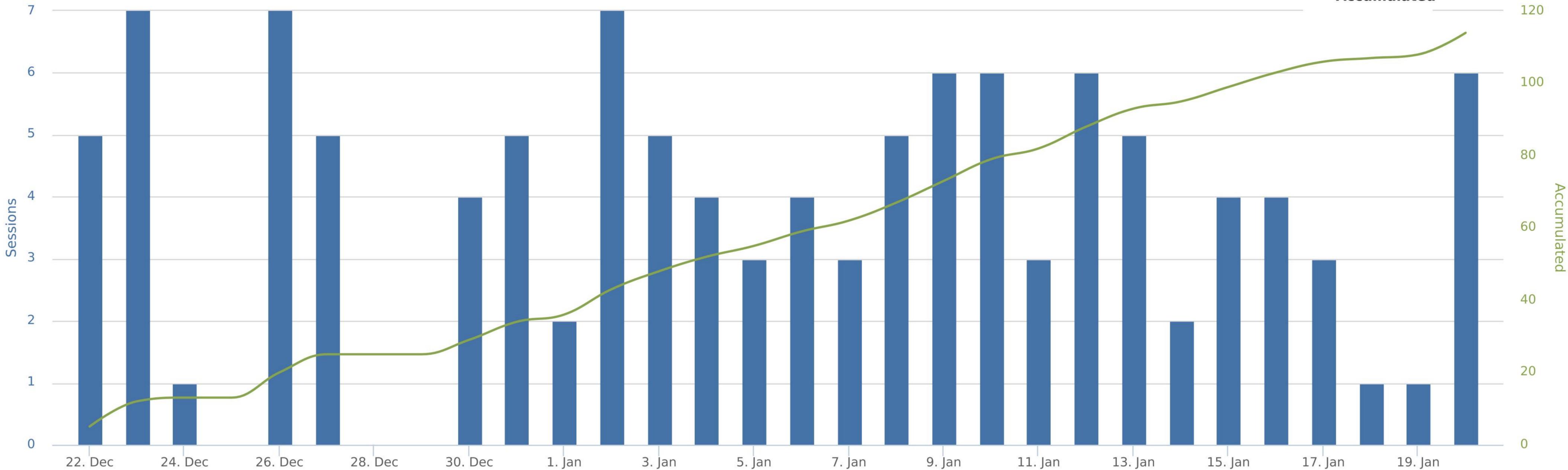
Session Length Histogram Last 30 Days

No. of Sessions
Cumulative %



Sessions Last 30 Days

Sessions
Accumulated



Damariscotta Police Department



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

TOGETHER WE MAKE A DIFFERENCE

January 12, 2026

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

Re: Lucky Fortune

To the Board of Selectman:

As requested, I had my staff research our records for any police complaints or contacts involving Lucky Fortune located at 422 Main Street. During the period of January 12, 2025 through January 12, 2026 this department has responded to that location as follows (See Attached Information):

- 1 Traffic Hazard
- 1 Found/Lost Property
- 1 Motor Vehicle Stop

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

Sincerely,

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



Application Copy

File Number: 125979

Job Type: Renewal Application

LICENSE # CAR-24-106694	APPLICATION DATE RECEIVED 2026-01-05
LICENSE TYPE On-Premises: Beer, Wine & Spirits	LICENSEE Lucky Fortune Damariscotta, Inc.
AGENT NAME	EFFECTIVE DATE 2025-03-06
EXPIRES 2026-03-05	STATUS Active
PREMISES NAME Lucky Fortune	
NEW SECONDARY LICENSE(S) None selected	
PREMISES TYPE Class A Restaurant	PREMISES NAME Lucky Fortune
OPERATOR Lucky Fortune Damariscotta, Inc.	
PHYSICAL ADDRESS 422 MAIN ST DAMARISCOTTA ME 04543-4677	
MAILING ADDRESS 422 MAIN ST DAMARISCOTTA ME 04543-4677	
CONTACT NAME Yi Yu He	PREFERRED CONTACT METHOD Email

Rec'd 1.12.26

PD RPT 1.12.26

Email App- 1.12.26

CONTACT PHONE

(207) 563-2800

ALTERNATE PHONE

FAX

EMAIL

luckyfortunedamariscotta@gmail.com

QUESTIONS

On-Premises: Beer, Wine & Spirit

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

Answer "No" if you are a Sole Proprietor.

Yes

7014114

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?

Yiyu He 05/24/1991

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?

422 Main Street Damariscotta Maine 04543

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

Tuesday to Sunday 11:AM-9: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.

Damariscotta Baptist Church 0.7 mile

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

No

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

550K

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

Around \$4.5K

24 Do you have a food menu?

Yes

(document uploaded)

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

24 seats

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

1

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

No

DOCUMENTS

TYPE	FILE NAME	DESCRIPTION
Food Menu	9d89566e4a1492042291acd9c6a3a64f.jpeg	
Food Menu	df61fbb822bcf564a01b7dad5b5377fa.jpeg	
Maine Health or Agriculture License	IMG_2723.jpeg	
Premises Floor Plan	7171b2cfd814c9a2992b7e3f25a2520b.jpeg	
Supplemental Ownership Form	15b5e72121bd5a9c4c640f52dcfd07fa.jpeg	
Maine Health or Agriculture	Resale Certificate.pdf	

License

Other

State of Maine.pdf

the extension date

APPLICANT

Lucky Fortune Damariscotta, Inc.

DECLARATION

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

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



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

Supplemental Ownership Form

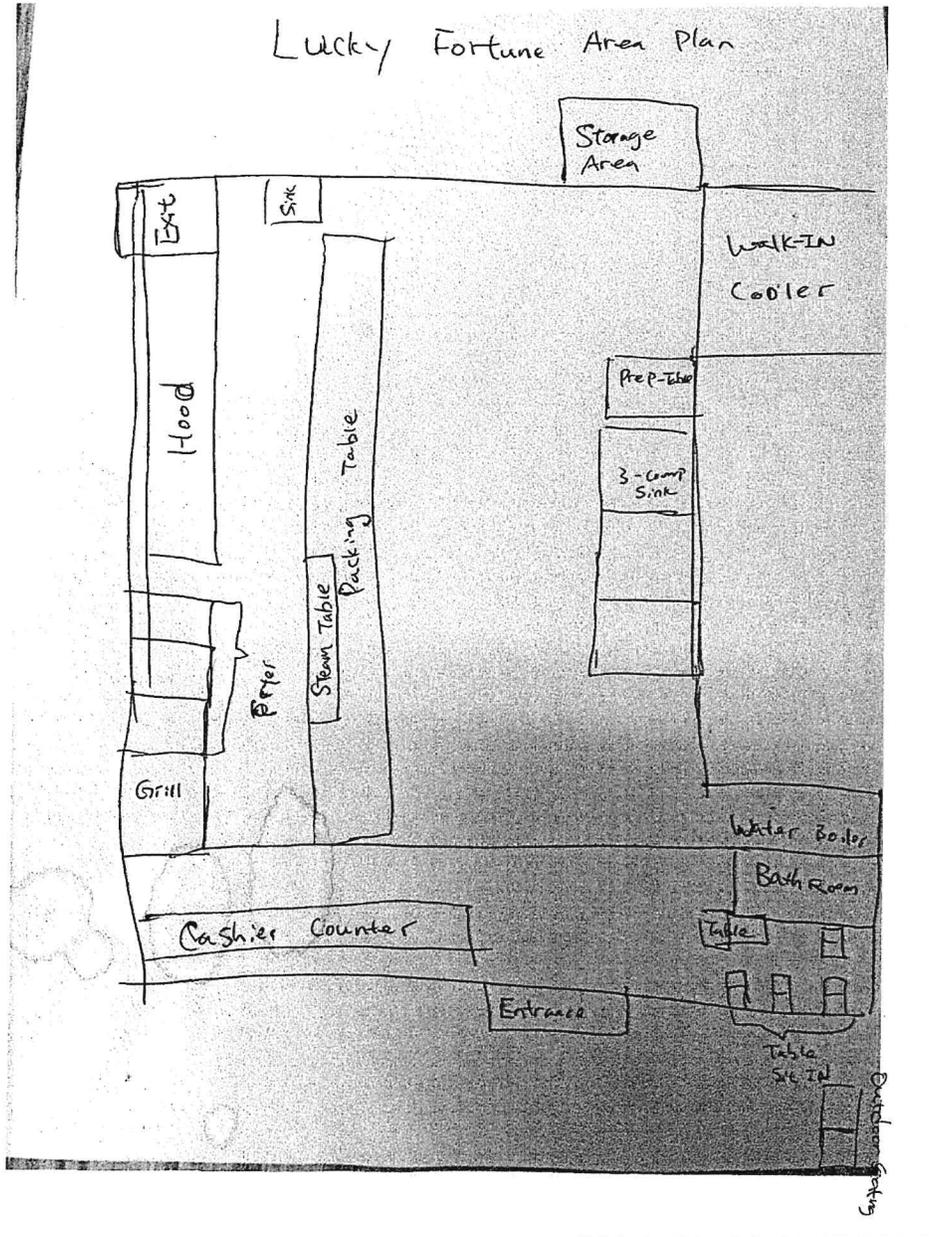
28-A M.R.S. §651
 All Questions Must Be Answered Completely.

Lucky Fortune Damanscott
 Inc.

1. Legal name of applicant: Yi Yu He
 2. Date of incorporation/registration: 11/01/2023
 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 (%)
Yi Yu He	05/24/91	917-388-7571	422 Main Street	Owner	100%



LUCKY FORTUNE DAMARISCOTTA INC
422 MAIN ST
DAMARISCOTTA ME 04543-4677

Certificate Number: 7014114
Date Effective: November 13, 2023
Valid Through: December 31, 2028
Business Description: Prepared Food

This is to certify that the above named business is authorized to purchase during the period indicated on this certificate: (1) tangible personal property to be resold in the form of tangible personal property, or (2) a taxable service to be resold as the same taxable service. **This certificate cannot be reassigned or transferred and can only be used by the above business or its authorized employees. This certificate is void if the business has ceased operating or if the certificate has been altered.**

I understand that if the items purchased for resale are not resold but are instead used by the purchaser for its own purpose, the purchaser will be held liable for Use Tax.

Purchase Description:

Presented to: (Insert name of seller)

Date:

Presented By: (Purchaser)

Date:

This certificate is non-transferable and must be returned to Maine Revenue Services when operations cease.

State of Maine

DEPARTMENT OF HEALTH AND HUMAN SERVICES

EST ID: 23892

EATING PLACE TIER 1 24 Seats (in)

EXPIRES: 12/11/2026

LUCKY FORTUNE
422 MAIN ST
DAMARISCOTTA ME 04543

FEE: \$220.00

ATTN YIYU HE
LUCKY FORTUNE DAMARISCOTTA
LUCKY FORTUNE
422 MAIN ST
DAMARISCOTTA ME 04543



Jane S. Hennessey

Commissioner

NON-TRANSFERABLE

▽ DETACH HERE ▽

State of Maine

DEPARTMENT OF HEALTH AND HUMAN SERVICES

EST ID: 23892

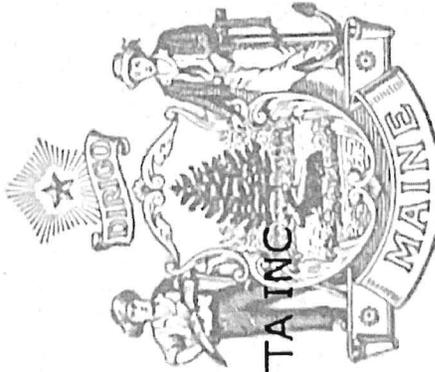
EATING PLACE TIER 1 24 Seats (in)

LUCKY FORTUNE
422 MAIN ST
DAMARISCOTTA ME 04543

ATTN YIYU HE
LUCKY FORTUNE DAMARISCOTTA INC
LUCKY FORTUNE
422 MAIN ST
DAMARISCOTTA ME 04543

EXPIRES: 12/11/2026

FEE: \$220.00



Jane Fiquet-Holmes

Commissioner

NON-TRANSFERABLE

▽ DETACH HERE ▽



Town of Damariscotta

Administrative Offices

21 School Street

Damariscotta, Maine 04543

Telephone – 207-563-5168

Fax – 207-563-6862

The accompanying application was submitted on behalf of Kender Farm, Inc (DBA Blue Sky) on November 24, 2025. The application is under review by town staff (CEO, Police, Fire), and while there are a few outstanding items, we felt it was important to keep the public hearing scheduled with the expectation that the remaining information will become available. Blue Sky is a new business in Damariscotta, though it operates a retail as well as a adult use cannabis store in Farmington, Maine, for multiple years now. The owners are seeking to open an adult use retail location at 434 Main St (adjacent to Dunkin Donuts).

The following are the requirements for hearing or considering a new applicant for adult use marijuana establishments.

903.7 – Action on Application

1. **Public Hearing:** The Town Clerk, upon receipt of a completed application and upon receipt of the reports required under Section 6 above, shall schedule a public hearing at a regular or special meeting of the Board of Selectmen and shall arrange for public notice of the public hearing to appear in the newspaper of general circulation within the Town of Damariscotta at least six (6) days prior to the date of the scheduled public hearing. The scheduling of the hearing may be delayed if there are more applications than the total number of licenses allocated per Section 902.13. Costs of the hearing notice shall be paid out of the application fee. This public hearing before the Board of Selectmen is in addition to any public hearing that may be required before the Planning Board in accordance with the Town's Land Use and Site Plan Review Ordinances.

903.5 – New Applications

Each applicant for an adult use marijuana establishment license shall complete and file an application on the form provided by the Town Clerk, together with the applicable nonrefundable application fee, as well as the following supporting materials:

1. A copy of the applicant's State registration application and supporting documentation, as submitted to the State registration authority.
2. Evidence of all State approvals or conditional approvals required to operate an adult use marijuana establishment, including, but not limited to, a State registry identification card or registration certificate.
3. If not included in the applicant's State registration application, a description of the form of ownership of the business enterprise together with attested copies of any articles of incorporation, bylaws, operating agreement, partnership agreement or articles of association that govern the entity that will own and/or operate the adult use marijuana establishment.

4. If not included in the applicant's State registration application, an affidavit that identifies all owners, officers, members, managers or partners of the applicant, their ownership interests, and their places of residence at the time of the application and for the immediately preceding three (3) years. Supporting documents, including but not limited to motor vehicle operator's license, motor vehicle registration, voter registration or utility bills shall be provided.
5. A release for each applicant and for each officer, owner, member, manager or partner of the applicant seeking a license allowing the Town of Damariscotta to obtain criminal records and other background information related to the individual.
6. A Statement as to the precise nature of the business with a description of the nature of all products and services offered to its customers.
7. A description of the premises for which the license is sought, including a plan of the premises and a list of all equipment, parts and inventory used in the operation of the adult use marijuana establishment.
8. Evidence of an interest in the premises in which the adult use marijuana establishment will be located, together with the form of interest, along with the written consent of the owner of the premises for such use if the applicant is not the owner.
9. Evidence of all land use approvals or conditional land use approvals required to operate the adult use marijuana establishment, or applications that have been filed and are pending for the required approvals, including but not limited to building permit, conditional or special use approval, change of use permit and/or certificate of occupancy.
10. Evidence of all other approvals or conditional approvals required to operate the adult use marijuana establishment, including any applicable food or victualer's license.
11. Evidence of compliance with the requirements of this ordinance and Planning Board approval.

902.6 – Investigation of applicant, officers, etc..

Upon receipt of an application or of a notice of a change of any of the individuals listed in Section 5 above, the Town shall provide copies of the completed application to the following staff members for purposes of conducting the investigations and issuing reports as listed below:

1. The Code Enforcement Officer shall inspect the location or the proposed location to determine whether the applicable ordinances relating to land use issues and building and safety codes issues have been satisfied and shall report findings in writing to the Town Clerk.
2. The Fire Chief or his/her agent shall inspect the location or proposed location to determine if all Town ordinances and any other applicable regulations concerning fire, health, and safety have been satisfied and shall report findings in writing to the Town Clerk; and
3. The Police Chief or his/her agent shall investigate the application, including the criminal history record information and shall report findings in writing to the Town Clerk.

902.7 – Action on Application

2. Board of Selectmen action. The Board after notice and public hearing, shall determine whether the applicant complies with the requirements of this ordinance. In issuing or renewing licenses, the Board shall give consideration to:
 - a. The character of the applicant
 - b. the location of the place of business
 - c. The manner in which the business has been operated; and
 - d. Whether the operation has endangered the safety of persons in or on areas surrounding the place of business."

Upon determination by the Board that the applicant has met the requirements of this ordinance, the Board shall approve the application and authorize the Town Clerk to issue the license upon payment of the license fee. Failure to pay the license fee within 30 days of Board action on the application shall constitute disapproval of the application and any fees paid to date shall be forfeited.

902.10 – Standards for Approval, denial, revocation, penalties

A license application for an adult use marijuana establishment shall be denied by the Board of Selectmen, and an existing license may be suspended or revoked by the Board of Selectmen after notice and hearing, if the applicant, or any owner of the applicant or licensee:

1. Fails to meet the requirements of this ordinance.
2. Is not at least twenty-one (21) years of age.
3. Is not a resident of the State of Maine.
4. Has had a license for a marijuana establishment revoked by a municipality or by the State.
5. Has not acquired all necessary State and local approvals prior to issuance of the license including any approvals required by the Planning Board or Code Enforcement Officer.
6. Has been convicted of a disqualifying drug offense.
7. Has provided false or misleading information in connection with the license application.
8. Fails to begin operation and become fully operational within the following time frames:
 - a. Registered caregiver retail store shall begin operation within sixty (60) days of issuance of the town license and shall be fully operational within one hundred twenty (120) days of issuance of said license.
 - b. All other adult use marijuana establishments shall begin operation within one hundred twenty (120) days of issuance of the town license and shall be fully operational within one (1) year of issuance of said license.

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): Kender Farms, Inc. (dba Blue Sky)

BUSINESS ADDRESS: 434 Main Street, Damariscotta, ME 04543

BUSINESS MAILING ADDRESS: 361 Wilton Road, Farmington, ME 04938

OWNER'S NAME: Kender Farms, Inc. will hold the license - this entity is owned by Jacob Daku (50%) and Charles Crandall (50%)

NEW APPLICATION Fee: \$500

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

RENEWAL APPLICATION Expires: _____ - 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:

- 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)

MEDICAL MARIJUANA BUSINESS:

- Caregiver Retail Store
- Manufacturing Facility
- Testing Facility

DAYS OF THE WEEK AND HOURS OF OPERATION:

Sunday - Saturday
9 am - 7 pm

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: 008 Lot: 023-001 Zone: C - 2

Physical Address of Subject Property:

434 Main Street, Damariscotta, ME 04543

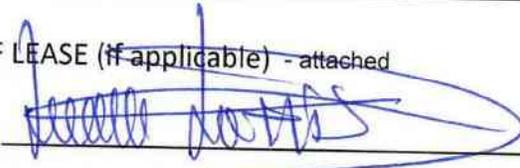
OWNER OF BUILDING/UNIT (if different from applicant):

Rafailia's 2 Realty LLC (c/o Ioannis Kattis - managing member)

PRINTED NAME: Ioannis Kattis (on behalf of Rafailia's 2 Realty LLC)

OWNER'S ADDRESS: 7 Talbot Farm Road, Norwood, MA 02062 Phone No.: (781) 366-1020

PLEASE ATTACH A COPY OF LEASE (if applicable) - attached

Property owner Signature:  Date: 11-17-2025

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)

Name: See attached 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 Jacob Daku

Applicant Printed Name Jacob Daku Date 11/19/2025

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, Jacob Daku 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: Jacob Daku Date: 11/19/2025

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: _____ License issued on: _____

Application fee: \$ _____ Annual License fee (payable when Town License is issued): \$ _____

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>

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 Charles Crandall

Applicant Printed Name Charles Crandall Date 11/19/2025

For Marijuana Testing Facility license applicants:

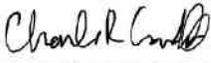
I certify that I do not have an ownership in, or a direct or indirect financial interest in a Marijuana Store, a Marijuana Cultivation Facility, or a Marijuana Manufacturing Facility.

Applicant Signature _____

Applicant Printed Name _____ Date _____

CERTIFICATE OF APPLICANT AND WAIVER OF CONFIDENTIALITY

I, Charles Crandall 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:  Date: 11/19/2025

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.



MAINE STATE BUREAU OF IDENTIFICATION
45 Commerce Drive, Suite 1 / STATE HOUSE STATION # 42
AUGUSTA, ME 04333
(207) 624-7240 (VOICE)

MOLLY WILLWERTH
ONE CITY CENTER
SUITE 11100
PORTLAND, ME 04101

Transaction Response #: MIQ99H024157

Criminal History Record

Introduction

This criminal history record was produced in response to the following request (Produced on 2025-11-21) :

Inquiries Name(s) JACOB DAKU (1975-07-02)

The information in this criminal history record is provided subject to the following caveats:

****THIS RESPONSE IS BEING PRODUCED FOR YOUR REQUEST SENT: 2025-11-21**

This record, effective September 1, 2000, contains information relating to persons arrested as fugitives from justice, 15 M.R.S section 201.4 or arrested or charged with Maine crimes. It does not include former crimes no longer classified as criminal, or Class D and E crimes in Title 12 or Title 29-A, former Title 29, unless the crime is alcohol-related or drug-related 25 M.R.S. section 1541.4-A.A. For information regarding excluded Marine Resources crimes in Title 12, contact the Department of Marine Resources. For information regarding excluded Inland Fisheries and Wildlife crimes in Title 12, contact the Department of Inland Fisheries and Wildlife. For information relating to excluded crimes in Title 29-A former Title 29, contact the Secretary of State, Motor Vehicle Division. A list of former crimes is available from this Bureau.

Important! When a criminal history record and juvenile crime information record check is processed by the State Bureau of Identification using personal identifiers such as name and date of birth, it is possible that the record supplied belongs to another person with the same or essentially similar name and date of birth. Confirmation that convictions relate to person whose record has been requested requires fingerprint comparison. If the information contained in this response will be used to disqualify an applicant for employment, housing, credit, or other benefits or programs, the person making the eligibility determination using this record should provide the applicant with an opportunity to complete or contest the accuracy of the criminal history information in the response. An individual may request amendment or correction of criminal history record information by a criminal justice agency pursuant

to 16 M.R.S. section 709.

THE FOLLOWING ATN(S) ARE UNSUPPORTED BY FINGERPRINTS IN STATE BUREAU OF IDENTIFICATION FILES: (799313A, 799309A).

Identification

Subject Name/or potential Alias Name(s)

DAKU, JACOB G
DAKU, JACOB (AKA)

Subject Description (date information provided listed in parentheses)

State ID Number

ME0192515

DOC Number

Unknown/NA

Sex

Unknown/NA

Race

Unknown/NA

Skin Tone

Unknown/NA

Height

Unknown/NA

Weight

Unknown/NA

Date of Birth

1975-07-02

Hair Color

Unknown/NA

Eye Color

Unknown/NA

Scars, Marks, and Tattoos

Unknown/NA

Place of Birth

Unknown/NA

Citizenship

Unknown/NA

Residence

Residence as of
Address

2010-05-04
RR 2 BOX 2932
FARMINGTON, ME

Residence as of
Address

2010-05-04
304 LOCATION RD
BELGRADE, ME

Caution Information

Federal Firearms Disqualified
Status

X - Unknown

Criminal History

Cycle 001

ATN/Tracking Number 799309A
Earliest Event Date 1993-11-04

Arrest/Charge (Cycle 001)
Arrest/Charge Date 1993-11-04
Arresting/Charging Agency HANCOCK CO SO ELLSWORTH; ME0050000
Subject Name(s) DAKU, JACOB G
Arrest Type Adult

Charge 1

Charge Number 799309A 001
Charge Tracking Number 799309A
Agency HANCOCK CO SO ELLSWORTH; ME0050000
Offense Date 1993-11-04
Charge Description ASSAULT (Charge Class D)
Statute 17-A MRSA SUBSECTION 207
State Sequence Code 5064
Severity Misdemeanor

Prosecutor Disposition No data supplied

Court Disposition (Cycle 001)
Court Case Number CR 94-16
Court Agency SUPERIOR COURT ELLSWORTH; ME005015J

Charge 1

Charge Number 799309A 001
Charge Tracking Number 799309A
Agency SUPERIOR COURT ELLSWORTH; ME005015J
Offense Date 1993-11-04
Charge Description ASSAULT (Charge Class D)
Statute 17-A MRSA SUBSECTION 207
State Sequence Code 5064
Severity Misdemeanor
Disposition 1994-07-05; GUILTY

Sentencing (Cycle 001)
Sentencing Agency SUPERIOR COURT ELLSWORTH; ME005015J

Court Case Number CR 94-16
Charge Number 799309A 001
Charge Sequence Number 1
Charge Tracking Number 799309A
Sentence 1994-07-05: FINED \$200.00

Corrections

No data supplied

Cycle 002

ATN/Tracking Number 799313A
Earliest Event Date 2002-03-15

Arrest/Charge (Cycle 002)
Arrest/Charge Date 2002-03-15
Arresting/Charging Agency KENNEBEC COUNTY JAIL; ME0060001
Subject Name(s) DAKU, JACOB
Arrest Type Adult

Charge 1

Charge Number 799313A 001
Charge Tracking Number 799313A
Charge Case Number ME02-02453
Agency KENNEBEC COUNTY JAIL; ME0060001
Offense Date 2002-03-15
Charge Description CRIMINAL TRESPASS (Charge Class D)
Statute 17-A MRSA SUBSECTION 402(1)(A)
State Sequence Code 2805
Severity Misdemeanor

Prosecutor Disposition No data supplied

Court Disposition (Cycle 002)
Court Case Number CR 2002-01009
Court Agency 7TH DISTRICT COURT AUGUSTA; ME006045J
Charge 1

Charge Number 799313A 001
Charge Tracking Number 799313A
Agency 7TH DISTRICT COURT AUGUSTA; ME006045J
Offense Date 2002-03-15
Charge Description CRIMINAL TRESPASS (Charge Class D)
Statute 17-A MRSA SUBSECTION 402(1)(A)
State Sequence Code 2805
Severity Misdemeanor
Disposition 2002-05-31; GUILTY

Sentencing (Cycle 002)
Sentencing Agency 7TH DISTRICT COURT AUGUSTA; ME006045J
Court Case Number CR 2002-01009
Charge Number 799313A 001
Charge Sequence Number 1

Charge Tracking Number 799313A

Sentence 2002-05-31: INCARCERATED 180 days KENNEBEC COUNTY
JAIL, ALL SUSPENDED
2002-05-31: PROBATION 1 years STARTING DATE AFTER
INCARCERATION

Corrections No data supplied

Index of Agencies

Agency SUPERIOR COURT ELLSWORTH; ME005015J
Agency Telephone 207-667-7176
Address 50 STATE STREET
ELLSWORTH, ME 04605

Agency 7TH DISTRICT COURT AUGUSTA; ME006045J
Agency Telephone 207-213-2800
Address 1 COURT STREET STE 101
AUGUSTA, ME 04330

Agency HANCOCK CO SO ELLSWORTH; ME0050000
Agency Telephone 207-667-7575
Address 50 STATE STREET SUITE 10
ELLSWORTH, ME 04605

Agency KENNEBEC COUNTY JAIL; ME0060001
Address , ME 04330

Agency MAINE STATE BUREAU OF IDENTIFICATION; MESPSBI00
Agency Telephone 207-624-7240
Address SHS 42 45 COMMERCE DRIVE
AUGUSTA, ME 04333



MAINE STATE BUREAU OF IDENTIFICATION
45 Commerce Drive, Suite 1 / STATE HOUSE STATION # 42
AUGUSTA, ME 04333
(207) 624-7240 (VOICE)

MOLLY WILLWERTH
ONE CITY CENTER
SUITE 11100
PORTLAND, ME 04101

Transaction Response #: MIQ99H024152

Criminal History Record

Introduction

This criminal history record was produced in response to the following request (Produced on 2025-11-21) :

Inquiries Name(s) CHARLES CRANDALL (1979-08-31)

The information in this criminal history record is provided subject to the following caveats:

Important! When a criminal history record and juvenile crime information record check is processed by the State Bureau of Identification using personal identifiers such as name and date of birth, it is possible that the record supplied belongs to another person with the same or essentially similar name and date of birth. Confirmation that convictions relate to person whose record has been requested requires fingerprint comparison. If the information contained in this response will be used to disqualify an applicant for employment, housing, credit, or other benefits or programs, the person making the eligibility determination using this record should provide the applicant with an opportunity to complete or contest the accuracy of the criminal history information in the response. An individual may request amendment or correction of criminal history record information by a criminal justice agency pursuant to 16 M.R.S. section 709.

****THIS RESPONSE IS BEING PRODUCED FOR YOUR REQUEST SENT: 2025-11-21**

This record, effective September 1, 2000, contains information relating to persons arrested as fugitives from justice, 15 M.R.S section 201.4 or arrested or charged with Maine crimes. It does not include former crimes no longer classified as criminal, or Class D and E crimes in Title 12 or Title 29-A, former Title 29, unless the crime is alcohol-related or drug-related 25 M.R.S. section 1541.4-A.A. For information regarding excluded Marine Resources crimes in Title 12, contact the Department of Marine Resources. For information regarding excluded Inland Fisheries and Wildlife crimes in Title 12, contact the Department of Inland Fisheries and Wildlife. For information relating to excluded crimes in Title 29-A former Title 29, contact the Secretary of State, Motor Vehicle Division. A list of

former crimes is available from this Bureau.

THE FOLLOWING ATN(S) ARE UNSUPPORTED BY FINGERPRINTS IN STATE BUREAU OF IDENTIFICATION FILES: (788580A).

Identification

Subject Name/or potential Alias Name(s)
CRANDALL, CHARLES R
CRANDALL, CHARLES (AKA)

Subject Description (date information provided listed in parentheses)

State ID Number

ME0191364

DOC Number

Unknown/NA

Sex

Male

Race

White

Skin Tone

Unknown/NA

Height

509 (2025-10-05)
509

Weight

220 (2025-10-05)
195
220

Date of Birth

1979-08-31

Hair Color

Sandy (2025-10-05)
Brown

Eye Color

Blue (2025-10-05)
Blue

Scars, Marks, and Tattoos

Unknown/NA

Place of Birth

ME

Citizenship

US (2025-10-05)

Residence

Residence as of
Address

2025-10-17
103 DAVIS ROAD
JAY, ME 04239

Residence as of
Address

2010-04-24
182 BRAHMER ROAD
NEW VINEYARD, ME 04956

Caution Information

Federal Firearms Disqualified
Status

X - Unknown

Criminal History

Cycle 001

ATN/Tracking Number 788580A
Earliest Event Date 2010-03-03

Arrest/Charge (Cycle 001)
Arrest/Charge Date 2010-03-09
Arresting/Charging Agency UNIV MAINE PD FARMINGTON; ME0040600
Subject Name(s) CRANDALL, CHARLES R
Arrest Type Adult
Charge 1

Charge Number 788580A 001
Charge Tracking Number 788580A
Charge Case Number 10-24-OF
Agency UNIV MAINE PD FARMINGTON; ME0040600
Offense Date 2010-03-09
Charge Description OBSTRUCTING GOVERNMENT ADMINISTRATION (Charge Class D)
Statute 17-A MRSA SUBSECTION 751(1)
State Sequence Code 10902
Severity Misdemeanor

Prosecutor Disposition No data supplied

Court Disposition (Cycle 001)
Court Case Number FARDCCR201000345
Court Agency 12TH DISTRICT COURT FARMINGTON; ME004025J
Charge 1

Charge Number 788580A 001
Charge Tracking Number 788580A
Agency 12TH DISTRICT COURT FARMINGTON; ME004025J
Offense Date 2010-03-09
Charge Description OBSTRUCTING GOVERNMENT ADMINISTRATION (Charge Class D)
Statute 17-A MRSA SUBSECTION 751(1)
State Sequence Code 10902
Severity Misdemeanor
Disposition 2010-04-22; GUILTY
2010-04-22; GUILTY

Sentencing (Cycle 001)
Sentencing Agency 12TH DISTRICT COURT FARMINGTON; ME004025J
Court Case Number FARDCCR201000345

Charge Number 788580A 001
Charge Sequence Number 1
Charge Tracking Number 788580A
Sentence 2010-04-22: FINED \$100.00

Corrections No data supplied

Cycle 002

ATN/Tracking Number 571545B
Earliest Event Date 2025-10-05

Arrest/Charge (Cycle 002)
Arrest/Charge Date 2025-10-05
Arresting/Charging Agency JAY PD; ME0040200
Subject Name(s) CRANDALL, CHARLES
Arrest Type Adult

Charge 1

Charge Number 571545B 001
Charge Tracking Number 571545B
Charge Case Number 25-041284
Agency JAY PD; ME0040200
Offense Date 2025-10-05
Charge Description DOMESTIC VIOLENCE ASSAULT (Charge Class D)
Charge Comment Domestic Violence Involved
Statute 17-A MRSA SUBSECTION 207-A(1)(A)
State Sequence Code 14250
Severity Misdemeanor

Prosecutor Disposition (Cycle 002)
Prosecutor Agency DISTRICT ATTORNEYS OFFICE AUBURN; ME001013A

Charge 1

Charge Number 571545B 001
Charge Tracking Number 571545B
Offense Date 2025-10-05
Charge Description DOMESTIC VIOLENCE ASSAULT (Charge Class D)
Charge Comment Domestic Violence Involved
Statute 17-A MRSA SUBSECTION 207-A(1)(A)
State Sequence Code 14250
Severity Misdemeanor
Prosecutor Record ADDED
Modified/Updated

Court Disposition No data supplied

Sentencing No data supplied

Corrections No data supplied

Index of Agencies

Agency 12TH DISTRICT COURT FARMINGTON; ME004025J
Agency Telephone 207-778-2119
Address 129 MAIN ST STE 1
FARMINGTON, ME 04938

Agency DISTRICT ATTORNEYS OFFICE AUBURN; ME001013A
Agency Telephone 207-784-1397
Address 55 LISBON STREET
LEWISTON, ME 04240

Agency JAY PD; ME0040200
Agency Telephone 207-897-6766
Address 370 MAIN STREET
JAY, ME 04239

Agency UNIV MAINE PD FARMINGTON; ME0040600
Agency Telephone 207-778-7033
Address 248 MAIN STREET
FARMINGTON, ME 04938

DEPARTMENT OF ADMINISTRATIVE AND FINANCIAL SERVICES
OFFICE OF CANNABIS POLICY
MAINE ADULT USE CANNABIS PROGRAM



This certifies that

KENDER FARMS, INC.
License Number AMS1806
DBA: BLUE SKY

has been issued a **CONDITIONAL** license as an
ADULT USE CANNABIS STORE
under 28-B MRS. This does **NOT** permit the licensee to engage in any activity.

NOTE: THIS IS NOT AN ACTIVE LICENSE

Issued on:
November 20, 2025

Expires on:
November 19, 2026

Elisa C Ellis, Director of Licensing
OFFICE OF CANNABIS POLICY
MAINE ADULT USE CANNABIS
PROGRAM

To make a complaint about this licensed Adult Use Cannabis Establishment:
Email: Licensing.OCP@maine.gov

The Conditional License for AMS1806 has been issued based on the following organizational structure:

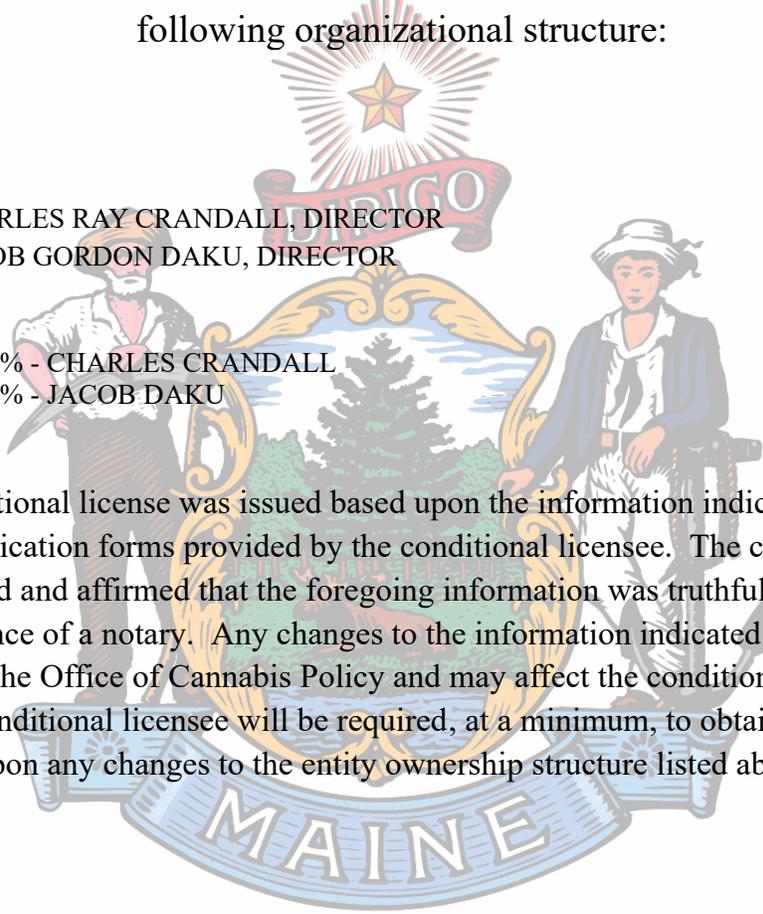
Principals:

CHARLES RAY CRANDALL, DIRECTOR
JACOB GORDON DAKU, DIRECTOR

Owners:

50.00% - CHARLES CRANDALL
50.00% - JACOB DAKU

NOTICE: This conditional license was issued based upon the information indicated above and submitted on application forms provided by the conditional licensee. The conditional licensee acknowledged and affirmed that the foregoing information was truthful and complete in the presence of a notary. Any changes to the information indicated above must be timely reported to the Office of Cannabis Policy and may affect the conditional licensee's licensure status. A conditional licensee will be required, at a minimum, to obtain a new local authorization based upon any changes to the entity ownership structure listed above.





OFFICE OF CANNABIS POLICY

DEPARTMENT OF ADMINISTRATIVE AND FINANCIAL SERVICES

Maine Adult Use Local Authorization Form

This Local Authorization Form must be completed by the host municipality, county commissioners or the Maine Land Use Planning Commission. The authorized local official responsible for completing this Form must forward the Form to the Office of Cannabis Policy at Licensing.OCP@maine.gov or 162 State House Station, Augusta, Maine 04333.

If the authorized local official in receipt of this Form has not recently met with the Office of Cannabis Policy to discuss the local authorization process and OCP's expectations for completion of this Form, please contact Elisa C Ellis, Director of Licensing, at Licensing.OCP@maine.gov or (207) 287-3282 prior to filling it out.

Section 1: License Information. Information to be completed					
Business Legal Name: KENDER FARMS, INC.		Business DBA: BLUE SKY		License Number: AMS1806	
License Type: ADULT USE CANNABIS STORE					
Mailing Address: 1 CITY CTR STE 11100 PORTLAND, ME 04101-6420		Facility Phone: +1 (207) 835-4355			
		Primary Contact Person: MALINA E. DUMAS, ESQ.			
		Primary Contact Email: malina.dumas@dentons.com			
Section 2: Cannabis Establishment and Local Authorization Information. This section to be completed by the Municipality, County Commissioners, or Maine Land Use Planning Commission in receipt of request for Local Authorization.					
Physical Location of Establishment (include unit number)		Municipality/Town/Plantation/Township	County	State	ZIP
Tax Map #:		Tax Lot #:			
Owner of Record of the Physical Location Listed Above:					
Date Local Authorization Form Presented to the Municipality, County Commissioners, or Maine Land Use Planning Commission:			Date Local Authorization Form Approved by Municipality, County Commissioners, or Maine Land Use Planning Commission:		
If you are requesting Local Authorization from a <i>municipality</i> , complete Section 3.					
If you are requesting Local Authorization from a <i>town, plantation or township in the unorganized and deorganized areas</i> through the county commissioners or the Maine Land Use Planning Commission, complete Section 4.					
Section 3: Local Authorization of Cannabis Establishments within Municipalities. This section to be completed by the Municipality in receipt of request for Local Authorization.					
Section 3(a): Request for local authorization to operate cannabis establishment in municipality prohibited unless authorized by municipal ordinance or warrant article. A person seeking to operate a cannabis establishment within a municipality may not request local authorization to operate the cannabis establishment and a municipality may not accept as complete the person's request for local authorization unless the following questions are answered in the affirmative.					
1. Has the legislative body of the municipality voted to adopt a new ordinance, amend an existing ordinance or approve a warrant article allowing some or all types of cannabis establishments within the municipality, including the type of cannabis establishment the person seeks to operate as indicated in the "License Type" box of Section 1 of this form?					

Initials of Signing Jurisdiction Official: _____
Page 1 of 3 for AMS1806

<input type="checkbox"/> Yes <input type="checkbox"/> No
2. Is a copy the local ordinance, warrant article, or other local regulation authorizing the siting of this establishment attached or included with the submission of this form? <input type="checkbox"/> Yes <input type="checkbox"/> No
Section 3(b): Minimum authorization criteria. A municipality may not authorize the operation of a cannabis establishment within the municipality unless the following questions are answered in the affirmative.
1. Is the cannabis establishment proposed to be located equal to or greater than 1,000 feet of the property line of a preexisting public or private school? If the municipality by ordinance or other regulation prohibits the location of cannabis establishments at distances less than 1,000 feet but not less than 500 feet from the property line of a preexisting public or private school, that lesser distance applies. <input type="checkbox"/> Yes <input type="checkbox"/> No
2. Has the person requesting local authorization to operate the cannabis establishment demonstrated possession or entitlement to possession of the proposed licensed premises of the cannabis establishment? <input type="checkbox"/> Yes <input type="checkbox"/> No If yes, briefly explain: <hr style="border: 0; border-top: 1px solid black; margin: 5px 0;"/> <hr style="border: 0; border-top: 1px solid black; margin: 5px 0;"/>
Section 3(c): Local authorization required for operation of cannabis establishment within municipality. A person may not operate a cannabis establishment within a municipality unless the following questions are answered in the affirmative.
1. Has the person obtained all applicable municipal approvals, permits, or licenses that are required by the municipality for the operation of this type of adult use cannabis establishment? By selecting “yes” below, the municipality is affirming that all municipal approvals, permits, or licenses have been approved, granted, or issued and no further action by the municipality is required prior to the Office of Cannabis Policy’s issuance of an active license. The Office of Cannabis Policy encourages the municipality to coordinate the issuance date of a local license with the Office when appropriate. <input type="checkbox"/> Yes <input type="checkbox"/> No
2. Is a list and copy of all applicable approvals, permits, or licenses with the issuance and expiration dates attached or included with the submission of this form? The Office of Cannabis Policy encourages the municipality to coordinate the issuance date of a local license with the Office when appropriate. <input type="checkbox"/> Yes <input type="checkbox"/> No
Section 4: Local Authorization of Cannabis Establishments within Towns, Plantations and Townships in the Unorganized and Deorganized Areas. This section to be completed by the Maine Land Use Planning Commission, or if outside MLUPC’s administration, by the appropriate county commissioners in receipt of request for Local Authorization.
Section 4(a): Request for local authorization to operate cannabis establishment in town, plantation or township in unorganized and deorganized areas prohibited unless generally allowed by town or plantation or by county commissioners on behalf of township. A person seeking to operate a cannabis establishment within a town, plantation or township located within the unorganized and deorganized areas may not request local authorization unless one of the following questions is answered in the affirmative.
1. In the case of a town or plantation, the legislative body of the town or plantation has voted to allow some or all types of cannabis establishments within the town or plantation, including the type of cannabis establishment the person seeks to operate as indicated in the “License Type” box of Section 1 of this form? <input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> Not applicable
2. In the case of a township, the county commissioners of the county in which the township is located have voted to allow some or all types of cannabis establishments within the township, including the type of cannabis establishment the person seeks to operate as indicated in the “License Type” box of Section 1 of this form? <input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> Not applicable
Section 4(b): Minimum authorization criteria. The County Commissioners and Maine Land Use Planning Commission may not certify to the Department local authorization of a cannabis establishment within a town, plantation or township located within the unorganized and deorganized areas unless the following questions are answered in the affirmative.
1. Is the cannabis establishment proposed to be located equal to or more than 1,000 feet of the property line of a preexisting public or private school? If the County Commissioners or Maine Land Use Planning Commission prohibit the location of cannabis establishments at distances less than 1,000 feet but not less than 500 feet from the property line of a preexisting public or private school, that lesser distance applies. <input type="checkbox"/> Yes <input type="checkbox"/> No
2. Has the person requesting local authorization to operate the cannabis establishment demonstrated possession or entitlement to possession of the proposed licensed premises of the cannabis establishment pursuant to a <input type="checkbox"/> lease, <input type="checkbox"/> rental agreement or <input type="checkbox"/> other arrangement for possession of the premises (specify: _____) or <input type="checkbox"/> by virtue of ownership of the premises? <input type="checkbox"/> Yes <input type="checkbox"/> No
Section 4(c): Local authorization required for operation of cannabis establishment in town, plantation or township in unorganized and deorganized areas. A person may not operate a cannabis establishment within a town, plantation or township located within the unorganized and deorganized areas unless the following questions are answered in the affirmative.

1. Has the town, plantation or, in the case of a township, the county commissioners of the county in which the township is located, certified to the Maine Land Use Planning Commission that the person has obtained all applicable local approvals, permits or licenses **not** relating to land use planning and development?
 Yes No Not applicable
2. Is a copy of the certification including a list of all applicable approvals, permits, or licenses **not** relating to land use planning and development with the issuance and expiration dates attached or included with the submission of this form?
 Yes No Not applicable
3. Has the person obtained all applicable Maine Land Use Planning Commission approvals, permits, or licenses that are required for the operation of this type of adult use cannabis establishment? By selecting “yes” below, the Maine Land Use Planning Commission is affirming that all Maine Land Use Planning Commission approvals, permits, or licenses have been approved, granted, or issued and no further action by the Maine Land Use Planning Commission is required prior to the Office of Cannabis Policy’s issuance of an active license. The Office of Cannabis Policy encourages the Maine Land Use Planning Commission to coordinate the issuance date of a local license with the Office when appropriate.
 Yes No Not applicable
4. Is a list and copy of all applicable Maine Land Use Planning Commission approvals, permits, or licenses with the issuance and expiration dates attached or included with the submission of this form? The Office of Cannabis Policy encourages Maine Land Use Planning Commission to coordinate the issuance date of a local license with the Office when appropriate.
 Yes No Not applicable

Statutory Guidance for Municipalities/County Commissioners/Maine Land Use Planning Commission

Pursuant to 28-B M.R.S. §§ 402-403, failure to act on a person’s request for local authorization to operate a cannabis establishment in a municipality, town, plantation, or township in an unorganized and deorganized area does not satisfy the local authorization requirement.

Typically, a request for local authorization should be approved or denied within 90 days. For additional information regarding failure to act on a person's request for local authorization and result appeal rights, see 28-B M.R.S. §§402-403.

Pursuant to 28-B M.R.S. §406, any changes in the status of local authorization require notification to the Office of Cannabis Policy within 14 days of the date on which the change occurs, including without limitation, withdrawing authorization or suspending or revoking a local license for the operation of a cannabis establishment.

The completed Maine Adult Use Local Authorization Form can be emailed to the Office of Cannabis Policy at Licensing.OCP@maine.gov or sent to Office of Cannabis Policy, 162 State House Station, Augusta, ME 04333-0162.

Municipality/LUPC Representative

Legal Name and Title of Municipality/County Commissioners/LUPC Representative:	City:	County:
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I hereby affirm and acknowledge that the information above is truthful and complete to the best of my knowledge.

Signature of Municipality/County Commissioners/LUPC Representative (Do not sign until witnessed by notary):	Date:
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Notarization

The foregoing instrument was acknowledged before me this _____ day of _____, 20____, at _____, Maine, by _____ to be his/her free act and deed.

Name of Notary Public (Printed):	Signature of Notary Public:
Notary Public, State of Maine	
My commission expires:	STAMP/SEAL

LEASE

1. RAFAILIA’S 2 REALTY, LLC, a Maine limited liability company with a mailing address of 7 Talbot Farm Road, Norwood, MA 02062 (“**LANDLORD**”), hereby leases to **KENDER FARMS INC.**, a Maine Corporation with a mailing address of 361 Wilton Rd., Farmington, ME 04938 (“**TENANT**”), and TENANT hereby leases from LANDLORD the Premises as described in Paragraph 2 below. This Lease is hereby referred to herein as this “**Lease.**”

2. PREMISES. The premises consists of approximately 1,127 square feet within a building (the “**Premises**”) located at 434 Main Street in Damariscotta, Lincoln County, Maine (the “**Building**”) which Premises does not include the portion of the Building currently occupied by Dunkin (the Premises, the portion of the Building in which the Premises are located, the land on which the Building is located, all appurtenances, and other improvements relating thereto, are collectively hereinafter referred to in total as the “**Property**”). The Premises are accepted in “as is” condition except as specifically set forth to the contrary in this Lease.

3. INITIAL TERM; LICENSE APPLICATION. The initial term of this Lease shall commence on November 13, 2025 (the “**Lease Commencement Date**”) and end on November 12, 2030 (the “**Initial Term**”). The “**Term**” of this Lease shall mean the Initial Term plus any Renewal Term pursuant to Paragraph 6 herein, unless sooner terminated as herein provided.

Upon the Lease Commencement Date, TENANT will promptly apply to the Town of Damariscotta to secure all required permits and licenses to operate its business at the Premises as an adult use cannabis store. If TENANT fails to obtain such licenses on or before the date that is sixty (60) days after the Lease Commencement Date, TENANT shall have a right, but not the obligation, to terminate this Lease upon written notice to LANDLORD at any time thereafter prior to the License Issue Date and thereafter neither party shall have any further obligations under the terms of this Lease except that TENANT shall be obligated to return possession of the Premises to LANDLORD in such condition as required by the terms of this Lease and LANDLORD shall return all amounts paid by TENANT to LANDLORD set forth in Section 7 of this Lease. TENANT will promptly notify LANDLORD once all applicable licenses have been obtained and provide LANDLORD with a copy of the same. The date on which the Maine Office of Cannabis Policy issues an active license to TENANT to operate an adult use cannabis store at the Premises is referred to as the “**License Issue Date**”.

IN NO EVENT WILL TENANT COMMENCE ANY SALES, OPERATIONS, OR STORING OF CANNABIS INVENTORY ON THE PREMISES PRIOR TO THE LICENSE ISSUE DATE. TENANT MAY INSTALL EXTERIOR SIGNAGE ONLY AFTER OBTAINING ALL REQUIRED PERMITS AND CANNABIS LICENSE APPROVALS FROM THE TOWN OF DAMARISCOTTA.

4. RENT. During the Initial Term, beginning on the Rent Commencement Date, TENANT shall pay to LANDLORD monthly rent as follows (“**Base Rent**”):

Lease Year	Monthly Base Rent
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1-2	\$1,712.00 per month
3	\$1,800.00 per month
4	\$1,900.00 per month
5	\$2,000.00 per month

The phrase “**Lease Year**” shall mean, for the first Lease Year, the period beginning on the Rent Commencement Date and ending on the date that is one (1) year after the Lease Commencement Date; and for Lease Years after the first Lease Year, the twelve-month period beginning with the next day following the expiration of the preceding Lease Year.

Base Rent shall commence on the Rent Commencement Date and thereafter be payable in advance no later than the first day of the month to which such Base Rent relates during the Term (each such day, a “**Rent Due Date**”), all payments are to be made to LANDLORD or to such agent and at such place as LANDLORD shall from time to time in writing designate, the following being now so designated: Attention: Ioannis Kattis, Managing Member, Rafailia’s 2 Realty, LLC, 7 Talbot Farm Road, Norwood, MA 02062. Notwithstanding the foregoing, the first and last payments of Base Rent will be paid as provided in Section 7. “**Rent Commencement Date**” means January 1, 2026.

If TENANT does not pay Base Rent, any supplemental and additional rents, or any other fees and charges (collectively referred to herein as “**Rent**”) when due pursuant to the terms of this Lease, then LANDLORD, in its sole discretion, may charge, in addition to any other remedies it may have, a late charge for each month or part thereof that TENANT fails to pay the amount due after the due date. The late charge shall be equal to 4% of the amount due to LANDLORD each month, in addition to the Rent then due (or the highest rate permitted by the State of Maine if it is less than 4%).

5. CAM COSTS. In addition to the Base Rent, the TENANT shall pay the LANDLORD the TENANT’s share of the common area maintenance (“**CAM**”) expenses from the previous year (TENANT’s fair share of the CAM expenses and current Lease Year obligation, the “**CAM Costs**”). The CAM expenses include, but are not limited to, the property tax, insurance, utilities, grounds maintenance, parking lot line painting, and snow removal expenses incurred by LANDLORD and its affiliates, including Rafailia’s 1 Realty, LLC, a Maine limited liability company under common ownership with LANDLORD (“**RIR**”), in operating the Property and the adjacent property located at 436 Main Street in Damariscotta, Lincoln County, Maine (together with the Property, the “**Property Group**”). The CAM Costs to be paid by TENANT in a given Lease Year shall be calculated based on the CAM expenses incurred in the LANDLORD’s last fiscal year. TENANT will commence paying CAM expenses on the Rent Commencement Date.

The TENANT shall pay to the LANDLORD the following CAM Costs monthly for the first Lease Year:

<u>Lease Year</u>	<u>Monthly CAM Costs</u>
1	\$583.00

The CAM Costs shall be payable in advance in equal monthly installments on the first day of each month during the Term commencing on January 1, 2026, with all payments to be made to LANDLORD or to such agent and at such place as LANDLORD shall from time to time in writing designate. The CAM Costs may be paid by TENANT on the same check as the Base Rent for a given month.

The CAM Costs payable by TENANT shall be adjusted at the beginning of each new Lease Year based on reports provided by LANDLORD to TENANT of the CAM expenses incurred by LANDLORD and RIR in the LANDLORD's most recent fiscal year. Without limiting the foregoing, LANDLORD may adjust the CAM Costs payable by TENANT other than at the beginning of a Lease Year by providing TENANT with a report of the CAM expenses incurred by LANDLORD and RIR in the LANDLORD's most recent fiscal year, provided that such adjustment to the CAM Costs shall occur no earlier than sixty (60) days following the date such report is provided to TENANT. TENANT has no right to communicate, negotiate, or contract with current or prospective CAM providers.

With respect to LANDLORD's insurance costs included in CAM charges, to the extent TENANT's operation of an adult use cannabis store directly causes, in whole or in part, (i) LANDLORD's insurer providing insurance on any portion of the Property to issue a notice of non-renewal and LANDLORD must obtain comparable insurance with another company at a higher cost; or (ii) or directly results in an increase in LANDLORD's insurance premium of 20% or more upon renewal of LANDLORD's policy, 100% of the increase in premium over LANDLORD's then current premium will be payable by TENANT as part of the CAM charges, and the monthly CAM charges will be adjusted accordingly.

6. RENEWAL OPTION. Provided the Lease is in full force and effect and TENANT is not then in default of its obligations under this Lease and has not previously been in default of its obligations more than twice during the Initial Term, TENANT shall have the right to renew this Lease for one (1) additional period of five (5) years (such period, the "**Renewal Term**") by giving LANDLORD written notice, not later than one hundred eighty (180) days prior to the termination date of the Initial Term of TENANT's desire to enter into the Renewal Term. The Renewal Term shall be upon the same terms and conditions in this Lease, except that the amount of Base Rent to be paid shall be determined by mutual agreement of LANDLORD and TENANT prior to the commencement of the applicable Renewal Term. Unless otherwise agreed by LANDLORD and TENANT, if LANDLORD and TENANT are unable to mutually agree on the amount of Base Rent at least sixty (60) days prior to the commencement of the Renewal Term, the Term shall expire and terminate at the end of the Initial Term.

7. SECURITY DEPOSIT. TENANT and LANDLORD hereby acknowledge that, on or prior to the Lease Commencement Date, TENANT shall pay to LANDLORD an amount equal to \$6,295.00, consisting of (i) \$2,000.00 which shall be held as a security for TENANT's performance as herein provided (the "**Security Deposit**"), (ii) \$1,712.00 as payment of Base Rent for the first month of the Initial Term which would have been otherwise payable on the Rent Commencement Date; and (iii) \$2,000.00 as payment of Base Rent for the last month of the Initial Term. If Tenant exercises its right to extend this Lease for the Renewal Term, Landlord will continue to retain such amount to be applied toward payment of Base Rent for the last month of

the Renewal Term and Tenant will pay the Base Rent for the last month of the Initial Term in the ordinary course. At Landlord's election by notice to Tenant, in connection with the commencement of the Renewal Term, Landlord may require Tenant to pay such additional amounts as needed to account for the difference between \$2,000.00 and the actual amount of Base Rent which will be payable for the last month of the Renewal Term. Subject to the terms of this Paragraph 7, the Security Deposit may be used by LANDLORD, at its option, at any time, in whole or in part, to cure any default of TENANT under this Lease. Prior to LANDLORD using any portion of the Security Deposit, LANDLORD shall notify TENANT of the proposed use of the Security Deposit and TENANT shall have seven (7) days from the date of such notice to cure the applicable default. In the event TENANT does not cure such default within such seven (7) day period, LANDLORD may use all, or any portion, of the Security Deposit to cure such default, and TENANT shall promptly pay LANDLORD an amount necessary to replenish the Security Deposit. The Security Deposit shall be refunded to TENANT without interest at the end of this Lease, subject to TENANT's satisfactory compliance with the conditions hereof and provided that the Premises are left in good repair, TENANT has turned over any keys to the Premises, and the Premises are "broom clean."

8. PERSONAL PROPERTY TAX. TENANT agrees to pay all personal property taxes accruing at any time with respect to its property and any federal or state franchise, transfer, income or estate taxes related to TENANT's business.

9. UTILITIES. TENANT shall pay all costs of furnishing electricity, gas, heat, air-conditioning, ventilation, water, sewer, telephone, cable, internet, and other communications systems and other utility services and facilities to the Property.

LANDLORD agrees to pay charges for water, sewer, electricity, and gas serving the Property from the Lease Commencement Date through December 31, 2025. All other utilities costs during such period shall be paid by TENANT.

TENANT agrees to maintain the interior temperature of the Premises at 65 degrees Fahrenheit or higher 24 hours per day/7 days per week during the months of November through April each year during the Term.

Except as expressly provided in this Section 9, LANDLORD shall have no obligation to provide utilities or equipment other than the utilities and equipment within the Premises as of the Lease Commencement Date. In the event TENANT requires additional utilities or equipment, the installation and maintenance thereof shall be TENANT's sole obligation, provided, that such installation shall be subject to the written consent of LANDLORD.

10. USE OF PREMISES AND SIGNS. The Premises may be used and occupied only for such customary and reasonable purposes related to the operation of a medical or adult use cannabis store only to the extent allowed by State and local law in effect from time to time, provided however, that TENANT shall not use or allow the Premises to be used for growing, manufacturing or preparing for sale marijuana plants, whether or not for sale or private use. Smoking is prohibited

on the Premises. TENANT agrees to continuously use and occupy the Premises only during business days and hours authorized under state and local cannabis laws/ordinances

TENANT shall have the right, subject to LANDLORD's prior written approval, which shall not be unreasonably withheld, conditioned or delayed, and at TENANT's expense, to place on the Premises such signs as TENANT deems necessary and proper in the conduct of its business, provided, that such signs shall conform to all laws, ordinances and regulations applicable thereto. LANDLORD shall have the right to rescind its approval if such signs are not reasonably maintained and repaired by TENANT. TENANT hereby authorizes LANDLORD to remove any unreasonably deteriorated signs at TENANT's sole cost in the event LANDLORD's approval is so rescinded and TENANT does not repair or remove such signs within ten (10) days after receipt of written notice from LANDLORD of such rescission, and to charge such cost to TENANT as additional rent in the same manner as Base Rent on the first Rent Due Date after LANDLORD invoices TENANT for any such costs.

11. COMPLIANCE WITH LAWS. TENANT agrees to conform to the following provisions during the entire Term: (i) TENANT shall not injure or deface the Premises or Building; (ii) No flammable fluids, chemicals (excepting cleaning supplies or other legal chemicals used, stored, handled and disposed of TENANT's ordinary course of business and in accordance with applicable laws), nuisance, unreasonably excessive noise or odor shall be permitted on the Premises; (iii) TENANT shall not permit the use of the Premises for any purpose other than set forth herein or any use thereof which is contrary to law or ordinance (including, but not limited to, any zoning law, building code, environmental and land use regulations and laws relating to accessibility for persons with disabilities), or liable to invalidate or increase the premiums for any insurance on the Property or its contents or liable to render necessary any alterations or additions to the Building; and (iv) TENANT shall not obstruct in any manner any portion of the Building not hereby demised or the sidewalks, parking areas or approaches to said Building or any inside or outside windows or doors.

TENANT will, at its expense, promptly comply with all laws, including without limitation, all rules, regulations, statutes, and ordinances now or subsequently pertaining to the Premises or TENANT'S use or occupancy as permitted hereunder. TENANT will pay any taxes or other charges by any authority on TENANT's personal property or trade fixtures or relating to TENANT's use of the Premises. TENANT shall, at all times, comply with all federal, state and local laws, ordinances, regulations and orders; provided, however, that the foregoing requirement for compliance with such laws shall not include Federal Cannabis Laws (as hereinafter defined) with respect to TENANT's operation of a cannabis store. Without limiting the generality of the foregoing, TENANT shall, at all times (and as a condition precedent to use of the Premises as a cannabis store), at its sole expense and responsibility, obtain and maintain in full force and effect (and if requested by LANDLORD provide copies to LANDLORD of), any and all certifications, credentials, authorizations, licenses, authorizations, registrations and permits necessary to conduct a cannabis business or otherwise undertake the permitted uses at the Premises, including but not limited to any temporary, provisional or permit, license or authorization from or registration with any governmental authority that regulates the cultivation, harvesting, production, processing, marketing, distribution, sale, possession or transfer of cannabis, marijuana, or related substances or products containing cannabis, marijuana, or related substances. For the purposes of this Agreement, the term "**Federal Cannabis Laws**" means any U.S. federal law (civil, criminal or otherwise) that is directly or indirectly related to the cultivation, harvesting, production, processing, marketing, distribution, sale, transfer, possession and use of cannabis, marijuana, or related substances or products containing cannabis or marijuana, including but expressly limited to the extent each applies to cannabis and/or marijuana, the prohibition on drug trafficking under the Controlled Substances Act (21 U.S.C. § 801, *et seq.*), the conspiracy statute (18 U.S.C. § 846), the bar against aiding and abetting the conduct of an offense (18 U.S.C. § 2), the bar against misprision of a felony (concealing another's felonious conduct) (18 U.S.C. § 4), the bar against being an accessory after the fact to criminal conduct (18 U.S.C. § 3), the prohibition on maintaining a drug involved premises (21, U.S.C. § 856), and federal money laundering statutes (18 U.S.C. §§ 1856, 1957 & 1960). LANDLORD and TENANT acknowledge and agree that the State of Maine has enacted the Maine Medical Use of Cannabis Act, Title 22 M.R.S. § 2421, *et seq.*, and the Cannabis Legalization Act, Title 28-B M.R.S. § 101, *et seq.*, as either may be amended, or any successor statutes or provisions thereto as may be amended (the "**Maine Cannabis Acts**") with respect to medical and adult use/recreational sale and use of cannabis and cannabis derived products, but that the activities contemplated by this Lease and the permitted uses hereunder may be illegal under state law unless TENANT acts in compliance with applicable state and local law. LANDLORD and TENANT further acknowledge and agree that, under the Federal Cannabis Law, the cultivation, harvesting, production, processing, marketing, distribution, sale, transfer, possession and use of cannabis, cannabis derived products, and other related substances is illegal. **BOTH PARTIES HEREBY AGREE THAT THIS AGREEMENT'S INVALIDITY FOR PUBLIC POLICY REASONS AND/OR ITS VIOLATION OF FEDERAL CANNABIS LAWS IS NOT A VALID DEFENSE TO ANY DISPUTE OR CLAIM ARISING OUT OF THIS AGREEMENT. EACH PARTY EXPRESSLY WAIVES THE RIGHT TO PRESENT ANY DEFENSE RELATED TO THE FEDERAL ILLEGALITY OF CANNABIS OR CANNABIS DERIVED PRODUCTS AND AGREES THAT SUCH DEFENSE SHALL NOT BE ASSERTED, AND WILL NOT APPLY, IN ANY DISPUTE OR CLAIM ARISING OUT OF THIS AGREEMENT, EXCEPT AS OTHERWISE STATED HEREIN.**

TENANT will immediately deliver to Landlord any final judgment of non-compliance notice it receives from any governmental agency or law enforcement agency relating to its operations at the Premises or its status as a medical or adult use marijuana store. Receipt by TENANT of any such final judgment of non-compliance notice will be deemed a material breach of this Lease.

TENANT shall observe and comply with all reasonable rules and security regulations now or hereafter made by LANDLORD for the care and use of the Property. TENANT agrees, at its expense, to keep the Premises equipped with all safety appliances and make all accessibility alterations, improvements or installations to the Building, and/or accommodations in TENANT's use thereof, required by law or any public authority as a result of TENANT's use or occupancy of the Premises or TENANT's alterations or additions thereto, which alterations, improvements and installations shall be subject to LANDLORD's consent as provided in this Lease.

TENANT further acknowledges that LANDLORD's lender, if any, may be subject to State of Maine and federal banking laws, regulations and guidance (the "**Banking Laws**"), included in the Department of the Treasury Financial Crimes Enforcement Network, FinCEN Guidance FIN-2014-G001, and the so-called Cole Memo priorities, and such other similar guidance as may be in effect from time to time (collectively, the "**FinCEN Guidance**"). TENANT covenants and agrees to comply and cooperate with any and all lender requirements to ensure strict compliance with Banking Laws including the FinCEN Guidance. In addition, TENANT agrees to take all actions reasonably necessary to comply with the following edits that arise from the so-called Cole Memo:

- Prevent the distribution of marijuana to minors;
- Prevent revenue from the sale of marijuana from going to criminal enterprises, gangs, and cartels;
- Prevent the diversion of marijuana from states where it is legal under state law in some form to other states;
- Prevent state-authorized marijuana activity from being used as a cover or pretext for the trafficking of other illegal drugs or other illegal activity;
- Prevent violence and the use of firearms in the cultivation and distribution of marijuana;
- Prevent drugged driving and the exacerbation of other adverse public health consequences associated with marijuana use;
- Prevent the growing of marijuana on public lands and the attendant public safety and environmental dangers posed by marijuana production on public lands; and
- Prevent marijuana possession or use on federal property.

12. MAINTENANCE.

A. TENANT'S OBLIGATIONS. TENANT acknowledges by entry thereupon that the Premises are in good and satisfactory order, repair and condition, suitable for TENANT'S intended purposes and covenants during the Term, and any further time as TENANT holds any part of the Premises to keep the Premises, including, but not limited to, interior walls, the interior and exterior of any doors (including any screen doors and glass included in such doors), windows and door frames, all plate glass, floors and subfloors, plumbing (including inside interior and exterior walls), and any heating and air conditioning equipment located within the Premises, in as good order, repair and condition as the same are in on the Lease Commencement Date, reasonable

wear and tear excepted. TENANT shall be responsible for all janitorial and waste disposal costs for the Premises. TENANT, at TENANT's sole cost, shall also be responsible for such maintenance or repair made necessary by fault or neglect of TENANT or the employees, contractors, agents or invitees of TENANT. TENANT shall be responsible for the maintenance and repairs of the heating, ventilation, and air-conditioning units located on the roof that serve the Premises (the "HVAC System") including, but not limited to, the compressor, the heat exchange unit, the evaporator and condenser coils, the fan motor, the connecting pipes, and valves as well as the cost of the quarterly routine, preventative maintenance of the HVAC System. Maintenance and repairs shall include replacement of individual components of the HVAC System but not the cost of replacement of the HVAC System. TENANT shall be responsible for coordinating preventative maintenance on the HVAC System, to occur no less than quarterly each Lease Year, by a licensed professional, which the LANDLORD may designate. TENANT shall provide LANDLORD with a copy of the contract with a licensed professional for quarterly maintenance of the HVAC System. To the extent the warranty is then in effect, TENANT is entitled to use the warranty benefits provided by HVAC Services, Inc. with respect to the HVAC Systems and repairs thereof. Tenant will be responsible for all costs associated with any upgrades that may be required to the HVAC System which may be necessary for TENANT'S use of the Premises in compliance with applicable laws. LANDLORD will be responsible for replacing the HVAC System with a comparable system to that in place as of the Lease Commencement Date if the maintenance and repair costs (but specifically excluding upgrade costs) at any one time is equal to or exceeds the cost of replacing the system.

B. LANDLORD'S OBLIGATIONS. LANDLORD agrees to maintain and repair the roof, exterior walls and structure of the Building in the same condition as they are at the Lease Commencement Date, reasonable wear and tear, damage by fire and other casualty only excepted, unless such maintenance or repair is made necessary by fault or neglect of TENANT or the employees, contractors, agents or invitees of TENANT, in which case such maintenance or repair shall be at the expense of TENANT and TENANT shall pay all costs therefor.

13. ALTERATIONS-ADDITIONS. TENANT shall not make any renovations, improvements, alterations or additions, including, but not limited to, the addition or changes to any locks of any kind, without, on each occasion, obtaining prior written consent of LANDLORD, with the exception of changes required under the Maine Cannabis Acts and/or local ordinances for the purposes of enhanced security or otherwise, in which case, TENANT will promptly notify LANDLORD of such requirements prior to commencing any such renovations. All alterations, renovations, improvements and/or additions made by TENANT shall be made in accordance with all applicable zoning, building, environmental, fire, health and other codes, regulations, ordinances, and laws and in good workmanlike manner. TENANT agrees to procure any licenses and permits required in connection with TENANT's use of the Premises or TENANT's renovations, improvements or alterations. At LANDLORD's request, TENANT shall provide LANDLORD with (prior to commencement of any work) a bond or other security reasonably acceptable to LANDLORD assuring that any work commenced by TENANT will be diligently pursued and completed in accordance with specifications approved in writing by LANDLORD.

TENANT shall pay promptly when due the entire cost of any work to be performed by TENANT or TENANT's contractors and shall not suffer or permit any lien of any nature or description to be

placed against the Property or any portion thereof, and in the case of any such lien attaching by reason of the conduct of TENANT, to immediately pay and remove the same; this provision shall not be interpreted as meaning that TENANT has any authority or power to permit any lien of any nature or description to attach or to be placed upon LANDLORD's title or interest in the Property, or any portion thereof.

TENANT shall require any contractors employed by TENANT to perform work on the Premises to carry workers' compensation insurance in accordance with statutory requirements and comprehensive professional liability insurance covering such contractors on or about the Property in reasonable amounts and shall submit certificates evidencing such coverage to LANDLORD prior to commencement of any such work.

Any and all alterations, additions, improvements, and fixtures which may be made or installed by either LANDLORD or TENANT upon the Premises and which in any manner are attached to floors, walls, or ceilings (including, but not limited to, any linoleum or other floor covering of similar character which may be cemented or otherwise adhesively fixed to the floor) shall remain upon the Premises, and at the expiration or termination of this Lease shall be surrendered with the Premises as a part thereof, without disturbance, molestation or injury (except as otherwise provided herein). Usual trade fixtures, inventory and furniture which may be installed in the Premises during the Term of this Lease at the cost of TENANT may be removed by TENANT from the Premises upon the termination or expiration of this Lease and TENANT agrees at its own cost and expense to repair any damage to the Premises resulting from such removal.

14. ASSIGNMENT. TENANT shall not, by operation of law or otherwise, assign, mortgage or encumber this Lease, or sublet or permit the Premises or any part thereof to be used by others, without LANDLORD's prior express written consent in each instance, which consent shall not be unreasonably withheld, delayed or denied. In any case where LANDLORD shall consent to such assignment or subletting, TENANT shall remain fully liable for the obligations of TENANT hereunder, including, but not limited to, the obligation to pay the Rent and other amounts provided under this Lease. For purposes of this Lease, the sale of stock of a corporate TENANT or the change of a general partner of a partnership TENANT shall constitute an assignment of this Lease. Any assignment or sublease in violation of this provision shall be deemed void and of no force and effect. If TENANT seeks written authorization from LANDLORD to assign this Lease by subletting or permitting any other party to use the Premises or any part thereof, then TENANT shall pay to LANDLORD, within thirty (30) days of TENANT's receipt of a statement therefor, all reasonable legal and other out-of-pocket expenses (including, but not limited to, a background check and inquiries into the new tenant's creditworthiness, character, reputation and ability to operate and run its business, incurred by LANDLORD directly in connection with any such authorization).

15. QUIET ENJOYMENT AND SUBORDINATION. Provided that TENANT performs all of its obligations under this Lease, including, but not limited to, making all payments required to be made by TENANT hereunder, TENANT shall be entitled to the quiet enjoyment of the Premises.

This Lease shall be subject and subordinate to any and all mortgages, deeds of trust and other instruments in the nature of a mortgage, now or at any time hereafter a lien or liens on the Property and TENANT shall, when requested, promptly execute and deliver such written instruments (including, but not limited to, subordination, non-disturbance and attornment agreements) as shall be necessary to show the subordination of this Lease to said mortgages, deeds of trust or other such instruments in the nature of a mortgage. If the holder of any such mortgage or if the purchaser at any foreclosure sale or any sale under a power of sale contained in any mortgage shall at its sole option so request, TENANT will, so long as such mortgagee or purchaser shall agree not to disturb TENANT's possession and other rights under this Lease, attorn to, and recognize such mortgagee or purchaser, as the case may be, as LANDLORD under this Lease for the balance then remaining of the Term, subject to all the terms of this Lease and that the aforesaid shall be self-operative and no further documents necessary unless required by LANDLORD, mortgagee or purchaser.

16. ACCESS.

A. LANDLORD. LANDLORD or agents of LANDLORD may, subject to and in strict compliance with any law or regulation that prohibits or restricts access by unlicensed individuals into designated areas of TENANT's business premises, at all reasonable times and upon reasonable notice during the Term, enter the Premises (i) to examine the Premises and, if LANDLORD shall so elect, to make any repairs or additions LANDLORD may deem necessary and, at TENANT's expense, to remove any alterations, additions, signs, or the like, not consented to in writing by LANDLORD; (ii) to show the Premises to prospective purchasers and mortgagees; and (iii) to show the Premises to prospective tenants during the six (6) months preceding the expiration of this Lease. LANDLORD also reserves the right, at any time within six (6) months before the expiration of this Lease, to affix to any suitable part of the Premises, a notice for letting or selling the Premises or Property and to keep the same so affixed without hindrance or molestation.

B. COMMON USE. TENANT acknowledges that the utility panel (the "**Panel**"), as well as the parking lot lighting and lighting for all exterior illuminated signs located on the Property Group (collectively, the "**Common Lighting**"), is located on the Premises. TENANT further acknowledges that LANDLORD and its affiliates lease portions of the Property Group to other tenants (the "**Other Tenants**") and that such Other Tenants may from time to time need access to the Panel for purposes of using and operating the Common Lighting. In light of the foregoing, TENANT agrees to reasonably consult with the Other Tenants regarding the use and operation of the Common Lighting. Further, TENANT agrees to allow reasonable access during normal business hours to utility companies or contractors of LANDLORD or the Other Tenants as may be required to complete any repairs to the Panel or any of the Common Lighting. Notwithstanding the above, TENANT shall not be required to allow access to any party if allowing such access would violate any law, regulation, or ordinance related to access to TENANT's business premises by unauthorized or unlicensed individuals. TENANT agrees that it will reasonably cooperate with Other Tenants, LANDLORD, its contractors, and utility companies as may be necessary to have a TENANT representative accompany such party who may require access to the Panel.

C. PARKING. TENANT, and TENANT's employees, agents, customers, visitors and invitees (collectively, the "**Tenant Parties**") shall be entitled to the non-exclusive use of two (2),

single-space parking spaces and the handicap parking space immediately in front of the entrance to the Premises in the parking facility serving the Building, which will be shared with Dunkin (or such other tenant as may occupy the Dunkin space in the future). TENANT and Tenant Parties will be entitled to non-exclusive use of the remaining parking spaces in the parking facilities serving the Building, subject to the provisions of this Paragraph 16.C.

TENANT shall at all times abide by and shall cause each of the Tenant Parties to abide by any rules and regulations (“**Rules**”) for use of the parking facilities that LANDLORD reasonably establishes from time to time and provides in writing to TENANT, and otherwise agrees to use the parking facilities in a safe and lawful manner. Except as otherwise provided herein, TENANT’s use of such parking spaces shall be on a non-exclusive basis and free of charge for the duration of the Term of the Lease, as may be extended. LANDLORD reserves the right to adopt, modify and enforce the Rules governing the use of the parking facilities from time to time including any key-card, sticker or other identification or entrance system and hours of operation. LANDLORD may refuse to permit any person who violates such Rules to park in the parking facilities, and any violation of the Rules shall subject the car to removal from the parking facilities.

TENANT acknowledges that the parking facilities may be closed entirely or in part in order to make repairs or perform maintenance services, or to alter, modify, re-stripe or renovate the parking facilities, or if required by casualty, strike, condemnation, act of God, governmental law or requirement or other reason beyond the operator’s reasonable control.

17. INDEMNIFICATION AND LIABILITY. TENANT will defend and, except to the extent caused by the gross negligence or willful misconduct of LANDLORD, will indemnify LANDLORD and its affiliates, including RIR, and each of their respective employees, agents and management company (collectively, the “**Indemnified Parties**”), and save them harmless from any and all injury, loss, claim, damage, liability and expense (including reasonable attorneys’ fees) in connection with the loss of life, personal injury or damage to property or business, arising from, related to, or in connection with the occupancy or use by TENANT of the Property Group or any part thereof (including the Premises), or occasioned wholly or in part by any act or omission of TENANT, its contractors, subcontractors, subtenants, licensees or concessionaires, or its or their respective agents, servants or employees and any person or property while on or about the Property Group or any part thereof (including the Premises). TENANT shall also pay LANDLORD’s expenses, including reasonable attorney’s fees, incurred by LANDLORD in enforcing any obligation, covenant or agreement of this Lease. The provisions of this paragraph shall survive the termination or earlier expiration of this Lease. Without limitation of any other provision herein, unless caused by LANDLORD’s gross negligence, none of the Indemnified Parties shall be liable for, and TENANT hereby releases them from, all claims for any injuries to any person or damages to property or business sustained by TENANT or any person claiming through TENANT resulting from any fire, accident, occurrence or condition in or upon the Property Group or any part thereof (including the Premises). Without limitation, this provision shall apply to injuries and damage caused by nature, rain, snow, ice, wind, fire, frost, water, steam, gas or odors in any form or by the bursting or leaking of windows, doors, walls, ceiling, floors, pipes, gutters, or other fixtures; and to damage caused to fixtures, furniture, equipment and the like situated at the Premises, whether owned by TENANT or others.

18. INSURANCE. At all times during the Term, TENANT shall, at its own expense, (i) maintain commercial general liability insurance for claims for personal injury or death and property damage having such limits as to each as are reasonably required by LANDLORD from time to time, but in any event not less than \$1,000,000.00 for bodily injury to or death of any one person during any one occurrence, \$2,000,000.00 for bodily injury to or death of all persons in any one occurrence, and \$1,000,000.00 for property damage or destruction during any one occurrence; and (ii) maintain property insurance on all leasehold improvements and personal property and trade fixtures of TENANT to the extent of at least 90% of their insurable value. Each such policy shall (a) name as insureds thereunder TENANT and each of LANDLORD and R1R as additional insureds and, at LANDLORD's request, any mortgagee of LANDLORD or R1R's interest in the Property Group; (b) by its terms, be considered primary and non-contributory with respect to any other insurance carried by LANDLORD or its affiliates, successors and assigns; and (c) be issued by an insurer registered to do business in the state of Maine with a general policy holder's rating of not less than B+ and a financial rating of not less than Class IV as rated in the most current available Best's Insurance Reports. In all events, TENANT agrees to look first to its insurance carrier and to require that Tenant's Parties look first to their respective insurance carriers for payment of any losses sustained in connection with any use of the Property Group, including the Building and the parking facilities. TENANT hereby waives on behalf of its insurance carriers all rights of subrogation against LANDLORD or the Indemnified Parties.

Upon LANDLORD's request, TENANT shall deposit with LANDLORD certificates for such insurance at or prior to the Lease Commencement Date, and thereafter within thirty (30) days prior to the expiration of any such policies. All such insurance certificates shall provide that such policies shall not be canceled without at least thirty (30) days prior written notice to each insured named therein.

19. FIRE CASUALTY; EMINENT DOMAIN. Should a substantial portion of the Premises or of the Property be damaged by fire or other casualty, or be taken by eminent domain, LANDLORD may elect to terminate this Lease. When such fire, casualty, or taking renders the Premises unfit for use and occupation and LANDLORD does not so elect to terminate this Lease, a just and proportionate abatement of Base Rent shall be made until the Premises, or in the case of a partial taking what may remain thereof, shall have been put in proper condition for use and occupation. LANDLORD reserves and excepts all rights to damages to the Property or any part thereof (including the Premises) and the leasehold hereby created, accrued or subsequently accruing by reason of anything lawfully done in pursuance of any public, or other, authority; and by way of confirmation, TENANT grants to LANDLORD all TENANT's rights to such damages (including all insurance proceeds and condemnation awards, except with respect to condemnation awards TENANT may separately claim for the value of any personal property of which TENANT is entitled to remove or loss of TENANT's business as a result of the condemnation) and covenants to execute and deliver such further instruments of assignment thereof as LANDLORD may from time to time request. LANDLORD shall give TENANT notice of its decision to terminate this Lease or restore said Property within ninety (90) days after any occurrence giving rise to LANDLORD's right to so terminate or restore. Notwithstanding anything to the contrary, LANDLORD's obligation to put the Property or any part thereof (including the Premises) in proper condition for use and occupation shall be limited to the amount of the proceeds from any insurance

policy or policies or of damages which accrue by reason of any taking by a public or other authority, which are available to LANDLORD for such use.

20. DEFAULT & BANKRUPTCY. In the event that:

(i) TENANT shall default in the payment of any installment of Rent or other sum herein specified when due, which default is not corrected within seven (7) days after written notice thereof; or

(ii) TENANT shall default in the observance or performance of any other of TENANT's covenants, agreements, or obligations hereunder and such default shall not be corrected within ten (10) days after written notice thereof; or

(iii) The leasehold hereby created shall be taken on execution, or by other process of law; or

(iv) Any assignment shall be made of TENANT's property for the benefit of creditors, or a receiver, guardian, conservator, trustee in bankruptcy or similar officer shall be appointed by a court of competent jurisdiction to take charge of all or any part of TENANT's property, or a petition is filed by TENANT under any bankruptcy, insolvency or other debtor relief law or TENANT becomes insolvent or admits inability to pay debts generally when they become due, then and in any of said cases (notwithstanding any license of any former breach of covenant or waiver of the benefit hereof or consent in a former instance) LANDLORD shall be entitled to all remedies available to LANDLORD at law and equity, including, but not limited to, the remedy of forcible entry and detainer, and LANDLORD lawfully may, immediately or at any time thereafter, and without demand or notice, mail a notice of termination to TENANT, or enter into and upon the Premises or any part thereof in the name of the whole and repossess the same as of its former estate, and expel TENANT and those claiming through or under it and remove it or their effects without being deemed guilty of any manner of trespass, and without prejudice to any remedies which might otherwise be used for arrears of Rent or preceding breach of covenant, and upon such mailing or entry as aforesaid, this Lease shall terminate; and TENANT covenants and agrees, notwithstanding any entry or re-entry by LANDLORD, whether by summary proceedings, termination, or otherwise, that TENANT shall, as of the date of such termination, immediately be liable for and pay to LANDLORD the entire unpaid Rent and all other balances due under this Lease for the remainder of the Term. In addition, TENANT agrees to pay to LANDLORD, as damages for any above described breach, all costs of reletting the Premises including, but not limited to, real estate commissions and the cost of renovating the Premises to suit any new tenant.

21. NOTICE. Any notice from LANDLORD to TENANT relating to the Premises or to the occupancy thereof, shall be deemed fully served, if left at the Premises addressed to TENANT, or if mailed to the Premises, registered or certified mail, return receipt requested, postage prepaid, addressed to TENANT at the Premises. Any notice from TENANT to LANDLORD relating to the Premises or to the occupancy thereof, shall be deemed duly served, if mailed to LANDLORD by registered or certified mail, return receipt requested, postage prepaid, addressed to LANDLORD at LANDLORD's address set forth in Paragraph 1, or at such other address as LANDLORD may from time to time advise in writing.

22. SURRENDER. TENANT shall, at the expiration or other termination of this Lease as provided for herein, peaceably yield up the Premises and all additions, alterations and

improvements thereto in good order, repair and condition, damage by fire, unavoidable casualty and reasonable wear and tear only excepted, first moving all goods and effects not attached to the Premises, repairing all damage caused by such removal, and leaving the Premises clean and tenantable. If LANDLORD in writing permits TENANT to leave any such goods and chattels at the Premises, and TENANT does so, TENANT shall have no further claims and rights in such goods and chattels as against LANDLORD or those claiming by, through or under LANDLORD.

23. HAZARDOUS MATERIALS. TENANT covenants and agrees that, with respect to any hazardous, toxic or special wastes, materials or substances including, but not limited to, asbestos, waste oil and petroleum products (the "**Hazardous Materials**") which TENANT, its agents or employees, may use, handle, store or generate in the conduct of its business at the Premises, TENANT shall: (i) comply with all applicable laws, ordinances and regulations which relate to the treatment, storage, transportation and handling of the Hazardous Materials; (ii) in no event permit or cause any disposal of Hazardous Materials in, on or about the Property or any part thereof (including the Premises) and in particular will not deposit any Hazardous Materials in, on or about the floor or in any drainage system or in the trash containers which are customarily used for the disposal of solid waste; (iii) with respect to any off-site disposal, shipment, storage, recycling or transportation of any Hazardous Materials, properly package the Hazardous Materials and cause to be executed and duly filed and retain all records required by federal, state or local law; (iv) at all reasonable times permit LANDLORD or its agents or employees to enter the Premises to inspect the same for compliance with the terms of this paragraph and will further provide upon five (5) days' notice from LANDLORD copies of all records which TENANT may be obligated to obtain and keep in accordance with the terms of this Paragraph; (v) upon termination of this Lease, at its sole expense, remove all Hazardous Materials from the Premises and comply with applicable state, local and federal laws as the same may be amended from time to time; and (vi) deliver the Premises to LANDLORD at the termination of this Lease free of all Hazardous Materials. The terms used in this Paragraph shall include, without limitation, all substances, materials, etc. designated by such terms under any laws, ordinances or regulations, whether federal, state or local. TENANT further agrees to hold harmless and indemnify LANDLORD for and against any and all claims, losses, costs, damages and expenses, including attorneys' fees, which may arise in the event that TENANT fails to comply with any of the provisions contained in this Paragraph. The terms of this Paragraph shall expressly survive the expiration or earlier termination of this Lease.

24. LIMITATION OF LIABILITY. TENANT agrees to look solely to LANDLORD's interest in the Property for recovery of any judgment from LANDLORD, it being agreed that LANDLORD is not personally liable for any such judgment. Upon LANDLORD's transfer of the Property and assumption by its transferee of all obligations hereunder, LANDLORD shall be relieved of all obligations under this Lease from and after the date of such transfer; however, in no event shall LANDLORD be relieved of any liability for its obligations under this Lease accruing during its ownership of the Property.

25. LANDLORD DEFAULT. LANDLORD shall in no event be in default in the performance of any of its obligations hereunder unless and until LANDLORD shall have failed to perform such obligations within thirty (30) days or such additional time as is reasonably required to correct any such default after notice by TENANT to LANDLORD properly specifying wherein

LANDLORD has failed to perform any such obligation. Further, if the holder of a mortgage on the Property notifies TENANT that such holder has taken over LANDLORD's rights under this Lease, TENANT shall not assert any right to deduct the cost of repairs or any monetary claim against LANDLORD from Rent thereafter due and accruing, but shall look solely to LANDLORD for satisfaction of such claim.

26. WAIVER OF RIGHTS. No consent or waiver, express or implied, by either party to or of any breach of any covenant, condition or duty of the other, shall be construed as a consent or waiver to or of any other breach of the same or other covenant, condition or duty.

27. SUCCESSORS AND ASSIGNS. The covenants and agreements of LANDLORD and TENANT shall run with the land and be binding upon and inure to the benefit of them and their respective heirs, executors, administrators, successors and assigns, but no covenant or agreement of LANDLORD, express or implied, shall be binding upon any person except for defaults occurring during such person's period of ownership nor binding individually upon any fiduciary, any member or any beneficiary under any trust.

28. HOLDOVER. If TENANT fails to vacate the Premises at the end of the Term, then the terms of this Lease shall be applicable during said holdover period, except for Base Rent, which shall be increased to two (2) times the then current Base Rent in effect for the final month of the Term, provided, however, that this provision shall not be interpreted as consent or permission by LANDLORD for TENANT to holdover at the termination of this Lease and the terms of this holdover provision shall not preclude LANDLORD from recovering any other damages which it incurs as a result of TENANT's failure to vacate the Premises at the end of the Term.

29. MISCELLANEOUS. If TENANT is more than one person or party, TENANT's obligations shall be joint and several. Unless repugnant to the context, "LANDLORD" and "TENANT" mean the person or persons, natural or corporate, named above as LANDLORD and TENANT respectively, and their respective heirs, executors, administrators, successors and assigns. LANDLORD and TENANT agree that this Lease shall not be recordable but each party hereto agrees, on request of the other, to execute a Memorandum of Lease in recordable form and mutually satisfactory to the parties. If any provision of this Lease or its application to any person or circumstances shall to any extent be invalid or unenforceable, the remainder of this Lease or the application of such provision to persons or circumstances other than those as to which it is invalid or unenforceable, shall not be affected thereby and such provision of this Lease shall be valid and enforceable to the fullest extent permitted by law. The submission of this Lease or a summary of some or all of its provisions for examination by TENANT does not constitute a reservation of or option for the Premises or an offer to lease said Premises, and this document shall become effective and binding only upon the execution and delivery hereof by both LANDLORD and TENANT. Employees or agents of LANDLORD or TENANT have no authority to make or agree to make a Lease or any other agreement or undertaking in connection herewith. All negotiations, considerations, representations and understandings between LANDLORD and TENANT are incorporated herein and no prior agreements or understandings, written or oral, shall be effective for any purpose. No provision of this Lease may be modified or altered except by agreement in writing between LANDLORD and TENANT, and no act or omission of any employee or agent of LANDLORD or TENANT shall alter, change, or modify any of the provisions hereof. This Lease

shall be governed exclusively by the provisions hereof and by the laws of the State of Maine. The headings herein contained are for convenience only, and shall not be considered a part of this Lease. Both parties represent and warrant that they have authority to enter into this Lease. This Lease may be executed in multiple counterparts, all of which when taken together shall constitute one and the same document.

30. BROKERAGE. TENANT warrants and represents to LANDLORD that it has not dealt with any broker, finder or similar person concerning the leasing of the Premises, and in the event of any brokerage claims against LANDLORD predicated upon dealings with TENANT, TENANT agrees to defend the same and indemnify LANDLORD against any such claim.

31. GUARANTY. In connection with the execution of this Lease, the undersigned guarantors (“**Guarantors**”) hereby jointly and severally guarantee to LANDLORD the payment of all sums due from TENANT to LANDLORD under this Lease and performance of all other obligations of TENANT under this Lease. Guarantors waive notice of the incurring of indebtedness by TENANT, presentment, demand, notice, and protest and any right to require LANDLORD to bring suit against TENANT or any other party before enforcing this guaranty. Until all indebtedness of TENANT to LANDLORD shall have been paid in full, Guarantors shall have no right of subrogation and waives any right to enforce any remedy that Guarantors now have or may hereafter have against TENANT. Guarantors authorize LANDLORD to, without notice or demand and without affecting any liability hereunder, from time to time (i) renew or extend the term for payment of or the terms of any Rent or other amounts payment of which is guaranteed by Guarantors; (ii) accept partial payments of Rent or any other amount due under this Lease; (iii) amend, alter, exchange, substitute, transfer, enforce, waive, subordinate, terminate, modify or release in any manner the Lease or any obligations of any Guarantors hereunder; (iv) release or substitute any one or more of any other guarantors; and (v) settle, release on terms satisfactory to LANDLORD or by operation of law or otherwise, compromise, collect, or otherwise liquidate any indebtedness in any manner in each case without affecting or impairing the obligations of Guarantors hereunder.

32. ESTOPPEL CERTIFICATES. At any time, and from time to time, upon the written request of LANDLORD or any mortgagee of LANDLORD, TENANT within ten (10) days of the date of receipt of such written request agrees to execute and deliver to LANDLORD and/or such mortgagee, an estoppel certificate in a form reasonably satisfactory to LANDLORD and/or such mortgagee.

33. WAIVER AND SUBROGATION. LANDLORD shall not be liable to TENANT and TENANT shall not be liable to LANDLORD for any loss or damage caused by theft, fire, vandalism, malicious mischief or any other peril or casualty customarily included in broad form extended coverage insurance (each such peril or casualty other than fire called an “extended coverage casualty”) even if such fire or extended coverage casualty resulted from the negligence of the party sought to be liable, and each party hereto hereby releases and waives all rights and claims against the other for any such loss or damage so caused. Any party responsible for securing casualty insurance hereunder shall also be responsible for securing any required consent to such waivers of subrogation from the company issuing such policy.

34. WAIVER OF JURY TRIAL. NOTWITHSTANDING ANYTHING IN THIS LEASE TO THE CONTRARY, EACH PARTY, INCLUDING THE UNDERSIGNED GUARANTOR, FOR ITSELF OR HERSELF, AND ITS OR HER HEIRS, SUCCESSORS, AND ASSIGNS HEREBY KNOWINGLY, WILLINGLY, AND VOLUNTARILY WAIVES ANY AND ALL RIGHTS SUCH PARTY MAY HAVE TO A TRIAL BY JURY RELATED TO ANY OF THE PROVISIONS OF THIS LEASE OR ANY MATTER ARISING OUT OF OR RELATING TO THIS LEASE OF THE PREMISES.

[Remainder of Page Intentionally Blank-Signature Page Follows]

IN WITNESS WHEREOF, the said parties hereunto set their hands and seals this 13th day of November, 2025.

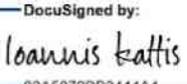
TENANT:

KENDER FARMS INC., a Maine Corporation,

By: 
Name: Jacob G Daku
Its: Owner

LANDLORD:

RAFAILIA'S 2 REALTY, LLC

DocuSigned by:
By: 
Name: Ioannis Kattis
Its: Manager

GUARANTORS:


Jacob G. Daku

Address: 139 Webster rd
Farmington ME 04938


Charles R. Crandall

Address: 105 High St
Farmington ME 04938



MAINE ADULT USE CANNABIS PROGRAM
162 STATE HOUSE STATION, 19 UNION STREET, AUGUSTA, ME 04333-0162,
FIRST FLOOR

Transaction Type: **Apply for a Cannabis Retail Store License** | License: **ADULT USE CANNABIS STORE**

Transaction Receipt

Transaction Details

- Date of Transaction: **10/28/2025 10:18 PM**
- Transaction Number: **4163576-3608914**
- Applicant: **KENDER FARMS, INC.**
- Transaction Type: **Apply for a Cannabis Retail Store License**
- License Type: **ADULT USE CANNABIS STORE**
- License: **AMS**
- Regulator:

MAINE ADULT USE CANNABIS PROGRAM
162 STATE HOUSE STATION, 19 UNION STREET, AUGUSTA, ME 04333-0162, FIRST FLOOR

- Fee Paid:
Fees are nonrefundable.

Total: \$0

Application Instructions

This application must be submitted by an **AUTHORIZED BUSINESS REPRESENTATIVE**.

All persons to be listed as principals of the organization must have an Individual Identification Card number issued by the Office of Cannabis Policy **prior** to submitting this establishment license application.

In addition, OCP recommends reading and reviewing the **application instructions document** found on [OCP's Adult Use Applications and Forms page](#) which contains further instruction and definitions relevant to this application.

Documents That May be Uploaded with This Application

As the Authorized Business Representative completing 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.

For your protection, this application will time out after 20 minutes of idle time. If more than 20 minutes passes between page refreshes, your session will be disconnected and you will have to start again from the beginning. Please be aware that if you do not have all documents ready, you will be able to upload them at a later time with login credentials provided after this initial submission.

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 ADULT USE 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, including the final notarization to be completed by the Authorized Business Representative. Forms referenced below may be found on [OCP's Adult Use Applications and Forms page](#).

- Maine Adult Use Cannabis Establishment Release of Information form
- Principal Attestation Form for each principal listed
- Business organization documents, if applicable
 - If the business entity is a corporation, a copy of its bylaws and/or operating agreement and stock ledger; or
 - If the business entity is a limited liability company, a copy of its limited liability company agreement and/or operating agreement; or
 - If the business entity is any type of partnership, a copy of the partnership agreement.
- ESOP Agreement, if applicable
- Financial Instruments, if applicable
- Additional Supporting Documentation, if applicable

Prior License Number

Has this entity ever been licensed (either conditional or full license) by the Maine Adult Use Cannabis Program in the past?: **No**

If yes, please provide the previous license number:

Applicant Information

Please provide the following information about the organization applying for this license.

Type of Organization: **Corporation**

Applicant Organization's Legal Name

If the applicant is an organized business, all information provided in the applicant section should match the information on file with the Maine Secretary of State, Bureau of Corporations. If the applicant is a sole proprietor, provide full legal name.

Status: **New**

Legal Name: **KENDER FARMS, INC.**

Doing Business As Name(s)

If applicable, indicate primary trade name(s) or "Doing Business As" name(s) here.

Status: **New**

Name: **BLUE SKY**

Primary DBA: **Yes**

Applicant Organization Details

Please provide the applicant organization's PHYSICAL address, phone, and email address. Please note that the name you enter here should match the legal name provided above.

Status: **New**

Name: **KENDER FARMS, INC.**

Physical Address: **103 DAVIS RD, JAY, ME 04239-4433 US**

Email Address: **jake@blueskymaine.com**

Licensing Contact Person

This person will be the Office of Cannabis Policy's main point of contact for all correspondence, including required information missing in this application or supplemental information required later in the application process.

Status: **New**

Name: **MALINA E. DUMAS, ESQ.**

Address: **1 CITY CTR STE 11100, PORTLAND, ME 04101-6420 US**

Phone: **+1 (207) 835-4355**

Email Address: **malina.dumas@dentons.com**

Compliance Contact Person

This person will be the Office of Cannabis Policy's main point of contact for inspections and other compliance related correspondence and inquires.

Status: **New**

Name: **JACOB DAKU**

Attention:

Address: **139 WEBSTER RD, FARMINGTON, ME 04938-6228 US**

Emergency/After-Hours Contact Phone: **+1 (207) 500-1644**

Email: **jake@blueskymaine.com**

Principals

A principal is a natural person operating as a sole proprietor, the officers of a corporation who have authority to manager, direct or oversee a corporate applicant's operations, the directors of a corporate applicant, the shareholders of a corporate applicant if no officers or directors are appointed, the general or limited partners of a partnership applicant, the nonmember managers or managing members of a limited liability company applicant, and any other natural person to whom the applicant has given authority to manage, direct or oversee the applicant's operations. If an officer, director, shareholder, partner, manager or member of a business entity applicant is also a business entity, a principal is any natural person to whom the business entity has given authority to manage, direct or oversee the applicant's operations, not including human resources, information technology, marketing, accounting or finance.

Principal does not include those persons whose managerial responsibilities are limited to staff supervision and who are not authorized to act on behalf of the applicant.

Status: **New**
Individual ID Card #: **IIC244**
Name: **CRANDALL, CHARLES RAY**
Role in Establishment: **Director**

Status: **New**
Individual ID Card #: **IIC245**
Name: **DAKU, JACOB GORDON**
Role in Establishment: **Director**

Tax Compliance

Each principal must download, print, and sign the **Maine Revenue Services Authorization to Review and Disclose Status of Tax and Filing Obligations to the Maine Office of Cannabis Policy - Principals Form**. Each principal must submit the completed form to Maine Revenue Services. This form may be found on [OCP's Adult Use Applications and Forms page](#).

Principal Attestation

All persons listed as principals of the organization must complete and attest to the accuracy of the information provided on the **Principal Attestation Form** found on [OCP's Adult Use Applications and Forms page](#). It is the responsibility of each individual principal to supply the completed form to you, the Authorized Business Representative.

Charles_Crandall_-_Principal_Attestation_-_October_2025.pdf
Jacob_Daku_-_Principal_Attestation_-_October_2025.pdf

Employee Stock Ownership Program

Do you have an employee stock ownership program?: **No**

Ownership

List all natural persons and/or business entities that hold any ownership interest in the organization applying for this license.

Note on OCP not enforcing residency requirement: Title 28-B requires that a majority of the shares, membership interests, partnership interests or other equity ownership interests as applicable to the business entity must be held or owned by natural persons who are Maine residents or business entities whose owners are all natural persons who are Maine residents, however OCP is currently not enforcing the residency requirement provision of the statute.

Status: **New**
Legal Name: **CHARLES CRANDALL**
Address: **103 DAVIS RD, JAY, ME 04239-4433**
% Ownership in the organization applying for licensure: **50.000**
Birthdate: **08/31/1979**
Place of Domicile/Residency: **MAINE**

Status: **New**
Legal Name: **JACOB DAKU**
Address: **139 WEBSTER RD, FARMINGTON, ME 04938-6228**
Phone: **+1 (207) 500-1644**
% Ownership in the organization applying for licensure: **50.000**
Birthdate: **07/02/1975**
Place of Domicile/Residency: **MAINE**

Not on file

Financial Interest Holders in the Applicant Organization

List all natural persons and/or business entities having any direct or indirect financial interest in the organization applying for this license, and the nature and extent of the financial interest held by each natural person and/or business entity. Owners previously listed do not need to be duplicated here.

A list of common financial interest holders is provided below. Refer to the definition of Direct or Indirect Financial Interest in the Adult Use Program Rule for further explanation.

- Royalty License Partners
- Employee, Contractor and Other Profit Sharing Arrangements
- Capital Investors and Lenders (i.e., banks, credit unions, and other state- and federally-chartered financial institutions, and private lenders)
- Management Contractors and Consultants
- Franchise Agreements

The financial instrument for each financial interest held must be provided with this application.

Not on file

Co-Location of Adult Use and Medical Cannabis Operations

Note: Maine law prohibits a cannabis store licensee that is also a registered caregiver or a registered dispensary from selling or offering to sell to consumers adult use cannabis and adult use cannabis products within the same facility or building in which the licensee also sells or offers to sell cannabis and cannabis products to qualifying patients for medical use.

Does the applicant intend to co-locate adult use and medical cannabis operations on the same premises?: **No**

If yes, provide the Adult Use Establishment Licensee Name and License Number, or the Medical Registered Caregiver or Dispensary Name and Registry Card/Certificate Number::

Additional Information

Please provide the your website (if known) and proposed physical location of your facility.

Status: **New**
Applicant's Website:
Proposed Municipality: **TBD**

Track & Trace Administrator Information

Please identify the individual that will serve as your Track & Trace Administrator. An email detailing next steps with respect to training and credentialing with the State's track and trace vendor will be sent to the applicant's Track and Trace Administrator's email address..

Please provide the your website (if known) and proposed physical location of your facility.

Status: **New**
Individual ID Card #: **IIC245**
Name: **DAKU, JACOB GORDON**

Please provide the your website (if known) and proposed physical location of your facility.

Email Address: **jake@blueskymaine.com (New)**
Email Type: **Track and Trace**

Business Organization Structure Documents

You must provide the following documentation:

- Description of the structure of the business organization;
- If the business entity is a corporation, a copy of its articles of incorporation or articles of organization;
- If the business entity is a limited liability company, a copy of its articles of organization and its operating agreement;
- If the business entity is a general partnership, limited partnership, limited liability partnership or limited liability limited partnership, a copy of the partnership agreement.

Kender_Farms_Bylaws_-_updated.pdf
Kender_Farms_Inc_-_Articles_of_Incorporation.pdf
Kender_Farms_Minutes_-_updated.pdf

Other Supporting Documentation

Would you like to provide any other documentation that would be helpful to the Office in reviewing your application?: **No, not at this time**

Authorization to Release Information

The Office of Cannabis Policy will confirm all responses in the Character and Fitness portion of the application. If the applicant is a business entity, the Office of Cannabis Policy will confirm all responses in the Character and Fitness portion for every officer, director, manager and general partner of the business entity. The applicant must provide a signed and dated **Authorization to Release Information** in order to allow the exchange of information related to Character and Fitness responses. You may find this form on [DCP's Adult Use Applications and Forms page](#) **Kender_Farm_-_Signed_Release_-_October_2025.pdf**

Affirmation and Consent

a. I affirm that the entire Maine Adult Use Cannabis Establishment Conditional License Application, statements, attachments, and supporting documents are true and correct to the best of my knowledge and belief, and that this statement is executed with the knowledge that misrepresentation or failure to reveal information requested may be deemed good cause for denial to issue a Maine Adult Use Cannabis Establishment Conditional License by the Department.: **Agree**

b. Further, I am aware that later discovery of an omission or misrepresentation made in the above statements may be grounds for denial or revocation of the Maine Adult Use Cannabis Establishment Conditional license. I affirm that I am voluntarily submitting this application to the Department of Administrative and Financial Services, Office of Cannabis Policy, and hereby authorize the Department to conduct a complete investigation into the truthfulness of the responses, using whatever legal means they deem appropriate.: **Agree**

c. I understand I am responsible for knowing and complying with all state laws and regulations governing Adult Use Cannabis pursuant to the Maine Revised Statutes, as well as the rules promulgated thereunder. I understand I am being made aware of the laws and regulations governing the Adult Use Cannabis Program and agree to comply with them, and all other applicable laws and regulations.: **Agree**

d. I understand that I must pay a fee to obtain a Maine Adult Use Cannabis Establishment license, in addition to the application fee due with this Maine Adult Use Cannabis Establishment Conditional License Application, as well as at the time of an annual renewal.: **Agree**

e. I understand that if I have not completed my Maine Adult Use Cannabis Establishment Conditional License Application within one year of first submission, that application is considered abandoned, and I must reapply.: **Agree**

f. I understand the Department does not mail out a renewal application; and therefore, I am responsible for obtaining and submitting an application to renew my Adult Use Cannabis Establishment license prior to its expiration. I understand that in order to avoid unnecessary delays in issuance of a renewal license, the renewal application should be submitted no later than 30 days prior to the expiration date.: **Agree**

g. I understand that Maine Adult Use Cannabis Establishment licenses are valid for one year from the date of issuance. The Maine Adult Use Cannabis Establishment license shall be renewed on forms provided by the Department in accordance with the fee schedule. I understand that if I allow the Maine Adult Use Cannabis Establishment license to expire for even one day and then reapply, I must submit a new application along with the original application fee.: **Agree**

h. I understand I am responsible for notifying the Office of Cannabis Policy, in writing, upon any change in name, residence address, mailing address, or phone number, since all correspondence will be sent to my last known address. Failure to notify the Office of Cannabis Policy could result in not receiving my physical license, legal notices, and other correspondence.: **Agree**

i. I understand that I shall not by any means interfere with, obstruct, or impede, the Office of Cannabis Policy or its employees or investigators in exercising their official duties pursuant to the authority in Title 28-B and rules promulgated thereunder.: **Agree**

j. I understand that a Maine Adult Use Cannabis Establishment license issued by the Office of Cannabis Policy is a revocable privilege, and that the burden of proving an Applicant's qualifications for a Maine Adult Use Cannabis Establishment license rests at all times with the Applicant.: **Agree**

k. I understand in order to access or input data into the State's inventory tracking system, I must possess a valid Individual Identification Card and agree to follow all the rules and guidelines set forth for the use of this system.: **Agree**

l. I understand that this application is not complete and will not be processed until all required parties submit to have fingerprints taken and to a criminal history record check.: **Agree**

m. I understand that I may appeal an application denial pursuant to the Maine Administrative Procedure Act, 5 MRS, chapter 375.: **Agree**

Signature

Any information contained within this application, contained within any financial or personnel record, or otherwise found, obtained, or maintained by the Department, shall be accessible to law enforcement agents of this or any other state, the government of the United States, or any foreign country.

Authorizing Business Representative's Signature: **Malina E. Dumas**

Review of Application Materials

For your convenience, you may submit this online transaction and initiate the application process while you are still gathering all required documentation. However, **your application will not be reviewed until the Office of Cannabis Policy has received ALL pertinent documents.**

For each application requirement listed below, please confirm whether you plan to submit further documentation either via mail/email or by uploading at a later time using the "Upload Outstanding Application Documents" option on the Main Menu:

Attestation forms from **ALL** Principals: **I have provided all principal attestations**

Financial Instrument(s): **N/A (there are no interested financial parties)**

Business organization documents for applicant and all business owners: **I have provided all business organization documentation**

Other Supporting Documentation (optional): **N/A (I do not wish to provide optional documentation)**

Fee Notice

The Office of Cannabis Policy will send you an email with a Notice of Application Fee attached. In order for your application to be considered, the Office of Cannabis must receive your application fee. The Office of Cannabis Policy will accept application fees by cashier's check or money order made payable to the Treasurer, State of Maine in person or at our mailing address: Office of Cannabis Policy, 162 State House Station, Augusta, Maine 04333-0162.

Attest & Agree

Any information contained within my application, contained within any financial or personnel record, or otherwise found, obtained, or maintained by the Department, shall be accessible to law enforcement agents of this or any other state, the government of the United States, or any foreign country.

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 ADULT USE CANNABIS PROGRAM at: (207) 287-3282 or email: Licensing.OCP@maine.gov

Credits



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Information

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[Site Policies](#)
[Contact technical support.](#)

Transaction Security





OFFICE OF CANNABIS POLICY

DEPARTMENT OF ADMINISTRATIVE AND FINANCIAL SERVICES

Maine Adult Use of Cannabis Program Principal Attestation Form

Every principal of an Adult Use Establishment, as defined in Title 28-B, Section 102-A(50), must complete this Principal Attestation Form.

Section 1: Principal Information.

Legal Name: Charles Crandall		IIC Number: IIC244	
SSN: 006-82-2927	DOB: 08/31/1979	Title in Establishment: Director	
Name of AU Establishment Completing For: Kender Farms, Inc.		Facility License Number: Pending conditional	
Are you an owner of the above establishment: <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No If no, is your pay based on revenue? <input type="checkbox"/> Yes <input type="checkbox"/> No			
Addresses:			
Mailing Street Address: 105 High St		City: Farmington	State: ME ZIP: 04938
Residential Street Address: 105 High St		City: Farmington	State: ME ZIP: 04938
Provide prior addresses, if have been at above address less than 5 years, until a full five years of history is provided:			
Residential Street Address: 103 Davis Road		City: Jay	State: ME ZIP: 04239
Residential Street Address:		City:	State: ZIP:

Section 2: Employment.

1. Are you an employee of the Department of Administrative or Financial Services or any other state agency with regulatory authority over Adult Use Cannabis in Maine?
 Yes No
2. Are you an employee of the State of Maine?
 Yes No If yes, by which agency are employed:
3. Are you a member of law enforcement, a corrections officer, or a person subject to the provisions found in Title 25, Chapter 341 of the Maine Revised Statutes?
 Yes No

Section 3: Tax Compliance.

1. Have you paid income or other taxes owed to the State of Maine, to another jurisdiction, if applicable, and to the United States Internal Revenue Services over the two years immediately preceding the year in which the application was filed?
 Yes No If no, explain here:
2. Do you have any outstanding tax liens imposed or levied in the State of Maine or in any other jurisdiction within the past five years?
 Yes No If yes, explain here:

Section 4. Criminal History

1. Have you had a federal criminal history record check completed with the Office in the past 24 months?
 Yes No If no, you must complete the criminal history records check process described on the Office’s website before you may be approved as a principal for this establishment. See www.maine.gov/dafs/ocp/adult-use/application-process/criminal-history
2. Have you ever faced penalties under the Maine Adult Use of Cannabis Program?
 Yes No If yes, explain here:
3. Have you ever faced penalties under the Maine Medical Use of Cannabis Program?
 Yes No If yes, explain here:
4. Have you had an individual identification card issued under the Maine Adult Use of Cannabis Program revoked, suspended or denied within in the previous two years?
 Yes No If yes, explain here:
5. Have you had a registry identification card or registration certificate issued under the Maine Medical Use of Cannabis Program revoked, suspended or denied within the past two years?
 Yes No If yes, explain here:
6. Have you ever been subject to an enforcement action in any other jurisdiction’s cannabis program?
 Yes No If yes, explain here:

Section 5: Cannabis Industry Involvement. Identify each cannabis establishment or license, including those outside of Maine, in which you hold a Direct or Indirect Financial Interest, as defined in Title 28-B, Section 102-A(27). Attach a separate sheet if necessary.

License Holder Name	License Number	Jurisdiction/State	Description of Interest (ownership, principal, interest by contract, revenue sharing, etc.)
Charles Crandall	CGR25027	Mercer/ME	Owner - registered caregiver
See attached list			

Section 6: Acknowledgement and Signature.

I understand that I am responsible for knowing and complying with all state laws and regulations governing the Adult Use of Cannabis Program pursuant to the Maine Revised Statutes, as well as the rules promulgated thereunder.
 Agree Disagree

I understand that providing false information or not disclosing all information on this form may result in the establishment license, as well as my individual identification card, being subject to denial, revocation or suspension.
 Agree Disagree

I understand and agree to provide documents, if requested, to prove what I have stated in this Principal Attestation form. I understand and agree that federal, state and local officials or other persons and organizations may verify the information I have given. If I have given incorrect information, my application may be denied, and I may be charged with giving false information. I understand the questions on this form and the penalty for hiding or giving false information or breaking any of the rules. I certify under penalty of perjury that my answers are true and accurate.
 Agree Disagree

Principal’s Signature: Charles Crandall Date: 10/28/2025

Owner/principal in the following

Kender Farms, Inc.

ACB1172 – Active – Farmington

ACD882 – Active – Farmington

AMS883 – Active – Farmington

AMF1605 - Active - Farmington

ACN1720 - Conditional

AMS1766 - Conditional

DSP235 - Active Dispensary Registration - Farmington

ACN1720 - Conditional - TBD

Blue Sky Lab LLC

AMF309 – Active – Mercer



OFFICE OF CANNABIS POLICY

DEPARTMENT OF ADMINISTRATIVE AND FINANCIAL SERVICES

Maine Adult Use of Cannabis Program Principal Attestation Form

Every principal of an Adult Use Establishment, as defined in Title 28-B, Section 102-A(50), must complete this Principal Attestation Form.

Section 1: Principal Information.			
Legal Name: Jacob Daku		IIC Number: IIC245	
SSN: 148-76-4634	DOB: 07/02/1975	Title in Establishment: Director	
Name of AU Establishment Completing For: Kender Farms, Inc.		Facility License Number: Pending conditional	
Are you an owner of the above establishment: <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No If no, is your pay based on revenue? <input type="checkbox"/> Yes <input type="checkbox"/> No			
Addresses:			
Mailing Street Address: 139 Webster Road	City: Farmington	State: ME	ZIP: 04938
Residential Street Address: 139 Webster Road	City: Farmington	State: ME	ZIP: 04938
Provide prior addresses, if have been at above address less than 5 years, until a full five years of history is provided:			
Residential Street Address:	City:	State:	ZIP:
Residential Street Address:	City:	State:	ZIP:

Section 2: Employment.
1. Are you an employee of the Department of Administrative or Financial Services or any other state agency with regulatory authority over Adult Use Cannabis in Maine? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
2. Are you an employee of the State of Maine? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No If yes, by which agency are employed:
3. Are you a member of law enforcement, a corrections officer, or a person subject to the provisions found in Title 25, Chapter 341 of the Maine Revised Statutes? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No

Section 3: Tax Compliance.
1. Have you paid income or other taxes owed to the State of Maine, to another jurisdiction, if applicable, and to the United States Internal Revenue Services over the two years immediately preceding the year in which the application was filed? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No If no, explain here:
2. Do you have any outstanding tax liens imposed or levied in the State of Maine or in any other jurisdiction within the past five years? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No If yes, explain here:

Section 4. Criminal History

- 1. Have you had a federal criminal history record check completed with the Office in the past 24 months?
 Yes No If no, you must complete the criminal history records check process described on the Office's website before you may be approved as a principal for this establishment. See www.maine.gov/dafs/ocp/adult-use/application-process/criminal-history
- 2. Have you ever faced penalties under the Maine Adult Use of Cannabis Program?
 Yes No If yes, explain here:
- 3. Have you ever faced penalties under the Maine Medical Use of Cannabis Program?
 Yes No If yes, explain here:
- 4. Have you had an individual identification card issued under the Maine Adult Use of Cannabis Program revoked, suspended or denied within in the previous two years?
 Yes No If yes, explain here:
- 5. Have you had a registry identification card or registration certificate issued under the Maine Medical Use of Cannabis Program revoked, suspended or denied within the past two years?
 Yes No If yes, explain here:
- 6. Have you ever been subject to an enforcement action in any other jurisdiction's cannabis program?
 Yes No If yes, explain here:

Section 5: Cannabis Industry Involvement. Identify each cannabis establishment or license, including those outside of Maine, in which you hold a Direct or Indirect Financial Interest, as defined in Title 28-B, Section 102-A(27). Attach a separate sheet if necessary.

License Holder Name	License Number	Jurisdiction/State	Description of Interest (ownership, principal, interest by contract, revenue sharing, etc.)
Jacob Daku	CGR28739	Farmington/ME	Owner - registered caregiver
See attached list			

Section 6: Acknowledgement and Signature.

I understand that I am responsible for knowing and complying with all state laws and regulations governing the Adult Use of Cannabis Program pursuant to the Maine Revised Statutes, as well as the rules promulgated thereunder.

Agree Disagree

I understand that providing false information or not disclosing all information on this form may result in the establishment license, as well as my individual identification card, being subject to denial, revocation or suspension.

Agree Disagree

I understand and agree to provide documents, if requested, to prove what I have stated in this Principal Attestation form. I understand and agree that federal, state and local officials or other persons and organizations may verify the information I have given. If I have given incorrect information, my application may be denied, and I may be charged with giving false information. I understand the questions on this form and the penalty for hiding or giving false information or breaking any of the rules. I certify under penalty of perjury that my answers are true and accurate.

Agree Disagree

Principal's Signature: *Jacob Daku* Date: 10/28/2025

Owner/principal in the following

Kender Farms, Inc.

ACB1172 – Active – Farmington

ACD882 – Active – Farmington

AMS883 – Active – Farmington

AMF1605 - Active - Farmington

ACN1720 - Conditional

AMS1766 - Conditional

DSP235 - Active Dispensary Registration - Farmington

ACN1720 - Conditional - TBD

Blue Sky Lab LLC

AMF309 – Active – Mercer

Maine Adult Use of Cannabis Program Adult Use Establishment Release of Information

Release – An Adult Use establishment application cannot be accepted without this release.

I, Malina E. Dumas, hereby authorize the Department of Administrative and Financial Services, Office of Cannabis Policy, (hereafter, the Office) to conduct a complete investigation into the background of the person(s) and/or entity applicant, using whatever legal means they deem appropriate. I hereby authorize any person or entity contacted by the Office to provide any and all such information deemed necessary by the Office. I hereby waive any rights of confidentiality in this regard.

I hereby authorize and request all persons to whom this request is presented having information relating to or concerning the above-named applicant to furnish such information to a duly appointed agent of the Office whether or not such information would otherwise be protected from the disclosure by any constitutional, statutory or common law privilege. I authorize the release of this information, even though such information may be designated as “confidential” or “nonpublic” under the provisions of state law or federal laws.

The Office reserves the right to investigate all relevant information and facts to their satisfaction. I understand that the Office may conduct a complete and comprehensive investigation to determine the accuracy of all information gathered. However, the Office, and other agents or employees of the State of Maine shall not be held liable for the receipt, use, or dissemination of inaccurate information. I, on behalf of the applicant, its legal representatives, and assigns, hereby release, waive, discharge, and agree to hold harmless, and otherwise waive liability as to the State of Maine, Department of Administrative and Financial Services, Office of Cannabis Policy, and other agents or employees of the State of Maine for any damages resulting from any use, disclosure, or publication in any manner, other than a willfully unlawful disclose or publication, of any material or information acquired during inquires, investigations, or hearings, and hereby authorize the lawful use, disclosure, or publication of this material or information. Any information contained within my application, contained within any financial or personnel record, or otherwise found, obtained, or maintained by the Office, shall be accessible to law enforcement agents of this or any other state, the government of the United States, or any foreign country.

Authorizing Business Agent’s Signature: <i>Malina Dumas</i>	Date: 10/28/2025
Printed Name: Malina E. Dumas	Email Address: malina.dumas@dentons.com
	Phone Number: 207-835-4355

**BYLAWS
OF
KENDER FARMS, INC.**

**ARTICLE I
SHAREHOLDERS**

Section 1. Annual Meeting. An annual meeting shall be held once each calendar year for the purpose of electing directors and for the transaction of such other business as may properly come before the meeting. The annual meeting shall be held at the time and place designated by the Board of Directors from time to time.

Section 2. Special Meetings. Special meetings of the shareholders may be requested by the President, the Board of Directors, or the holders of a majority of the outstanding voting shares.

Section 3. Notice. Written notice of all shareholder meetings, whether regular or special meetings, shall be provided under this section or as otherwise required by law. The Notice shall state the place, date, and hour of meeting, and if for a special meeting, the purpose of the meeting. Such notice shall be mailed to all shareholders of record at the address shown on the corporate books, at least 10 days prior to the meeting. Such notice shall be deemed effective when deposited in ordinary U.S. mail, properly addressed, with postage prepaid.

Section 4. Place of Meeting. Shareholders' meetings shall be held at the corporation's principal place of business unless otherwise stated in the notice. Shareholders of any class or series may participate in any meeting of shareholders by means of remote communication to the extent the Board of Directors authorizes such participation for such class or series. Participation by means of remote communication shall be subject to such guidelines and procedures as the Board of Directors adopts. Shareholders participating in a shareholders' meeting by means of remote communication shall be deemed present and may vote at such a meeting if the corporation has implemented reasonable measures: (1) to verify that each person participating remotely is a shareholder, and (2) to provide such shareholders a reasonable opportunity to participate in the meeting and to vote on matters submitted to the shareholders, including an opportunity to communicate, and to read or hear the proceedings of the meeting, substantially concurrent with such proceedings.

Section 5. Quorum. A majority of the outstanding voting shares, whether represented in person or by proxy, shall constitute a quorum at a shareholders' meeting. In the absence of a quorum, a majority of the represented shares may adjourn the meeting to another time without further notice. If a quorum is represented at an adjourned meeting, any business may be transacted that might have been transacted at the meeting as originally scheduled. The shareholders present at a meeting represented by a quorum may continue to transact business until adjournment, even if the withdrawal of some shareholders results in representation of less than a quorum.

Section 6. Informal Action. Any action required to be taken, or which may be taken, at a shareholders meeting, may be taken without a meeting and without prior notice if a consent in writing, setting forth the action so taken, is signed by the shareholders who own all of the shares entitled to vote with respect to the subject matter of the vote.

ARTICLE II DIRECTORS

Section 1. Number of Directors. The corporation shall be managed by a Board of Directors consisting of 2 director(s).

Section 2. Election and Term of Office. The directors shall be elected at the annual shareholders' meeting. Each director shall serve a term of two year(s), or until a successor has been elected and qualified.

Section 3. Quorum. A majority of directors shall constitute a quorum.

Section 4. Adverse Interest. In the determination of a quorum of the directors, or in voting, the disclosed adverse interest of a director shall not disqualify the director or invalidate his or her vote.

Section 5. Regular Meeting. An annual meeting shall be held, without notice, immediately following and at the same place as the annual meeting of the shareholders. The Board of Directors may provide, by resolution, for additional regular meetings without notice other than the notice provided by the resolution.

Section 6. Special Meeting. Special meetings may be requested by the President, Vice-President, Secretary, or any two directors by providing five days' written notice by ordinary United States mail, effective when mailed. Minutes of the meeting shall be sent to the Board of Directors within two weeks after the meeting.

Section 7. Procedures. The vote of a majority of the directors present at a properly called meeting at which a quorum is present shall be the act of the Board of Directors, unless the vote of a greater number is required by law or by these by-laws for a particular resolution. A director of the corporation who is present at a meeting of the Board of Directors at which action on any corporate matter is taken shall be presumed to have assented to the action taken unless their dissent shall be entered in the minutes of the meeting. The Board shall keep written minutes of its proceedings in its permanent records.

If authorized by the governing body, any requirement of a written ballot shall be satisfied by a ballot submitted by electronic transmission, provided that any such electronic transmission must either set forth or be submitted with information from which it can be determined that the electronic transmission was authorized by the member or proxy holder.

Section 8. Informal Action. Any action required to be taken at a meeting of directors, or any action which may be taken at a meeting of directors or of a committee of directors, may be taken

without a meeting if a consent in writing setting forth the action so taken, is signed by all of the directors or all of the members of the committee of directors, as the case may be.

Section 9. Removal / Vacancies. A director shall be subject to removal, with or without cause, at a meeting of the shareholders called for that purpose. Any vacancy that occurs on the Board of Directors, whether by death, resignation, removal or any other cause, may be filled by the remaining directors. A director elected to fill a vacancy shall serve the remaining term of his or her predecessor, or until a successor has been elected and qualified.

Section 10. Resignation. Any director may resign effective upon giving written notice to the chairperson of the board, the president, the secretary or the Board of Directors of the corporation, unless the notice specifies a later time for the effectiveness of such resignation. If the resignation is effective at a future time, a successor may be elected to take office when the resignation becomes effective.

Section 11. Committees. To the extent permitted by law, the Board of Directors may appoint from its members a committee or committees, temporary or permanent, and designate the duties, powers and authorities of such committees.

ARTICLE III OFFICERS

Section 1. Number of Officers. The officers of the corporation shall be a President, one or more Vice-Presidents (as determined by the Board of Directors), a Treasurer, and a Secretary.

President/Chairman. The President shall be the chief executive officer and shall preside at all meetings of the Board of Directors and its Executive Committee, if such a committee is created by the Board.

Vice President. The Vice President shall perform the duties of the President in the absence of the President and shall assist that office in the discharge of its leadership duties.

Secretary. The Secretary shall give notice of all meetings of the Board of Directors and Executive Committee, if any, shall keep an accurate list of the directors, and shall have the authority to certify any records, or copies of records, as the official records of the corporation. The Secretary shall maintain the minutes of the Board of Directors' meetings and all committee meetings.

Treasurer/CFO. The Treasurer shall be responsible for conducting the financial affairs of the corporation as directed and authorized by the Board of Directors and Executive Committee, if any, and shall make reports of the corporation's finances as required, but no less often than at each meeting of the Board of Directors and Executive Committee.

Section 2. Election and Term of Office. The officers shall be elected annually by the Board of Directors at the first meeting of the Board of Directors, immediately following the annual meeting of

the shareholders. Each officer shall serve a one year term or until a successor has been elected and qualified.

Section 3. Removal or Vacancy. The Board of Directors shall have the power to remove an officer or agent of the corporation. Any vacancy that occurs for any reason may be filled by the Board of Directors.

ARTICLE IV CORPORATE SEAL, EXECUTION OF INSTRUMENTS

The corporation shall have a corporate seal, which shall be affixed to all deeds, mortgages, and other instruments affecting or relating to real estate. All instruments that are executed on behalf of the corporation which are acknowledged and which affect an interest in real estate shall be executed by the President or any Vice-President and the Secretary or Treasurer. All other instruments executed by the corporation, including a release of mortgage or lien, may be executed by the President or any Vice-President. Notwithstanding the preceding provisions of this section, any written instrument may be executed by any officer(s) or agent(s) that are specifically designated by resolution of the Board of Directors.

ARTICLE V AMENDMENT TO BYLAWS

The bylaws may be amended, altered, or repealed by the Board of Directors or the shareholders by a majority of a quorum vote at any regular or special meeting; provided however, that the shareholders may from time to time specify particular provisions of the bylaws which shall not be amended or repealed by the Board of Directors.

ARTICLE VI INDEMNIFICATION

Any director or officer who is involved in litigation by reason of his or her position as a director or officer of this corporation shall be indemnified and held harmless by the corporation to the fullest extent authorized by law as it now exists or may subsequently be amended (but, in the case of any such amendment, only to the extent that such amendment permits the corporation to provide broader indemnification rights).

ARTICLE VII DISSOLUTION

The corporation may be dissolved only with authorization of its Board of Directors given at a special meeting called for that purpose, and with the subsequent approval by no less than two-thirds (2/3) vote of the members.

Certification

Charles Crandall, Secretary of Kender Farms, Inc. hereby certifies that the foregoing is a true and correct copy of the bylaws of the above-named corporation, duly adopted by the initial Board of Directors on March 09, 2020.

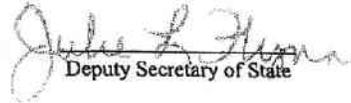
Charles R. Crandall

Charles Crandall, Secretary

**DOMESTIC
BUSINESS CORPORATION**
STATE OF MAINE
ARTICLES OF INCORPORATION

Filing Fee \$145.00

File No. 20200682 D Pages 3
Fee Paid \$ 145
DCN 2200693610023 ART1
----FILED-----
03/09/2020


Deputy Secretary of State

A True Copy When Attested By Signature

Deputy Secretary of State

Pursuant to 13-C MRSA §202 and/or §1803, the undersigned executes and delivers the following Articles of Incorporation:

FIRST: The name of the corporation is Kender Farms, Inc.

SECOND: ("X" only if applicable)

This is a professional corporation**formed pursuant to 13 MRSA Chapter 22-A to provide the following professional services:

(type of professional services)

THIRD: ("X" only if applicable)

This is a benefit corporation formed pursuant to 13-C MRSA §1803. This election has been adopted by at least the minimum status vote as defined in 13-C MRSA§1802.7.

FOURTH: The Clerk is a: (select either a Commercial or Noncommercial Clerk – Person **must** be a Maine resident)

Commercial Clerk CRA Public Number: _____

(name of commercial clerk)

Noncommercial Clerk

Charles Crandall

(name of noncommercial clerk)

103 Davis Rd, Jay, ME 04239

(physical location, not P.O. Box – street, city, state and zip code)

(mailing address if different from above)

FIFTH: Pursuant to 5 MRSA §108.3, the clerk as listed above has consented to serve as the clerk for this corporation.

SIXTH: ("X" one box only)

There shall be only one class of shares. The number of authorized shares is 1000.
(Optional) Name of class: _____

There shall be two or more classes or series of shares. The information required by 13-C MRSA §601 concerning each such class and series is set forth in Exhibit ____ attached hereto and made a part hereof.

SEVENTH: ("X" one box only)

The corporation will have a board of directors.

There will be no directors; the business of the Corporation will be managed by shareholders. (13-C MRSA §743)

EIGHTH: (For corporations with directors, each of the following provisions is optional – "X" only if applicable)

The number of directors is limited as follows: not fewer than ____ nor more than ____ directors. (13-C MRSA §803)

To the fullest extent permitted by 13-C MRSA §202.2.D, a director shall have no liability to the Corporation or its shareholders for money damages for an action taken or a failure to take an action as a director.

Except as otherwise specified by contract or in its bylaws, the Corporation shall in all cases provide indemnification (including advances of expenses) to its directors and officers to the fullest extent permitted by law. (13-C MRSA §§202, 857 and 859)

NINTH: ("X" only if applicable)

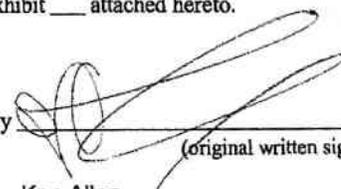
The Corporation elects to have preemptive rights as defined in 13-C MRSA §641.

TENTH: ("X" only if applicable)

Additional provisions of these Articles of Incorporation are set forth in Exhibit A attached hereto and made a part hereof. (13-C MRSA §202 and 13-C MRSA §1811)

ELEVENTH: Name and address of additional Incorporators is set forth on Exhibit ____ attached hereto.

Dated 3-4-20

*By  _____
(original written signature)
Ken Allen

(type or print name of incorporator)

**The professional corporation name must contain one of the following: "chartered," "professional corporation," "professional association" or "service corporation" or the abbreviation "P.C.," "P.A." or "S.C.". Examples of professional service corporations are accountants, attorneys, chiropractors, dentists, registered nurses and veterinarians. (This is not an inclusive list – see 13 MRSA §723.7.)

*These articles must be dated and executed pursuant to 13-C MRSA §121.5. by an incorporator.

Please remit your payment made payable to the Maine Secretary of State.

Submit completed form to: **Secretary of State**
Division of Corporations, UCC and Commissions
101 State House Station, Augusta, ME 04333-0101
Telephone Inquiries: (207) 624-7752 Email Inquiries: CEC.Corporations@Maine.gov

Exhibit A

**ACTION OF INCORPORATOR
OF
Kender Farms, Inc
A(N) MAINE CORPORATION**

The undersigned, being the Incorporator of Kender Farms, Inc. a(n) Maine Corporation (the "Company"), and acting pursuant to the provisions of the applicable Maine law authorizing the incorporator to elect the director(s) if the directors(s) have not been named in the Articles of Incorporation (the "Articles"), hereby takes the following action and adopts the following resolutions:

APPOINTMENT OF DIRECTOR(S)

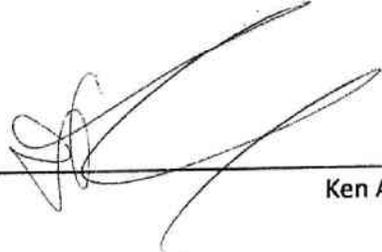
RESOLVED, that the following individuals be, and they hereby are, appointed as the directors of the Company, effective as of the date hereof:

Charles Crandall
Jacob Daku

RESIGNATION OF INCORPORATOR

RESOLVED, that the undersigned, having appointed the initial directors(s) of the Company, hereby resigns as the Incorporator of the Company, effective as of the date hereof.

IN WITNESS WHEREOF, the undersigned has executed this Action of Incorporator of the Company effective 3/4/20.



Ken Allen, Incorporator

**MINUTES OF THE
ANNUAL MEETING
DIRECTORS AND SHAREHOLDERS
OF
KENDER FARMS, INC.**

Pursuant to notice (a copy of which is attached), an annual meeting of the Directors and Shareholders of the above corporation was held on March 09, 2020 at 9:00 AM at the corporation's place of business.

The purpose of the meeting: Organization of Business

I. QUORUM. A quorum was declared present based on the presence of the following Directors and the following Shareholders who were present or represented by proxy as follows:

- Director: Charles Crandall

- Director: Jacob Daku

- Shareholder: Charles Crandall
Number of Shares: 500
The Shareholder was represented in person.

- Shareholder: Jacob Daku
Number of Shares: 500
The Shareholder was represented in person.

The following corporate actions were taken by appropriate motions duly made, seconded, and adopted by the majority vote of the Directors and Shareholders entitled to vote (unless a higher voting approval is stated).

II. ELECTION OF CHAIRPERSON AND SECRETARY. Jacob Daku was appointed chairperson of the meeting, and Charles Crandall was appointed as secretary to prepare a record of the proceedings.

III. ELECTION OF DIRECTORS. The following persons were elected as Directors for the terms provided in the bylaws:

Name:	Charles Crandall
Term:	Two years
Address:	103 Davis Rd Jay, Maine 04239

Name: Jacob Daku
Term: Two years
Address: 139 Webster Rd
Farmington, Maine 04938

IV. ELECTION OF OFFICERS. The following Officers were elected:

Name: Charles Crandall
Office: Owner
Address: 103 Davis Rd
Jay, Maine 04239

Name: Jacob Daku
Office: Owner
Address: 139 Webster Rd
Farmington, Maine 04938

V. ADOPTION OF DOCUMENTS/PLANS.

The attached Articles of Incorporation & EIN Letter adopted by a majority vote of the Directors and Shareholders.

VI. BORROWING RESOLUTION. The corporation was authorized to borrow such amounts as the Officers deem advisable from TBD.

VII. ESTABLISH BANKING RELATIONSHIP. The Officers are authorized to open accounts with TBD.

There being no further business, the meeting was duly adjourned.

These Minutes are certified by Kender Farms, Inc.'s Owner.



Charles Crandall
Owner



OFFICE OF CANNABIS POLICY

DEPARTMENT OF ADMINISTRATIVE AND FINANCIAL SERVICES

OFFICIAL PLAN OF RECORD

Maine Adult Use of Cannabis Program Cannabis Store Facility Plan

The Facility Plan is an official Plan of Record. This document and use of this template are required. The Office of Cannabis Policy (OCP) understands that an applicant or licensee may have prepared other facility documents. Although the applicant or licensee may submit additional facility documents for reference, this Facility Plan is designed to be a succinct, standalone document.

Section 1: Maine Adult Use Cannabis Establishment – Applicant/Licensee Information			
Legal Business Name: Kender Farms, Inc.		License Number: AMS1806	
Physical Address of Facility: 434 Main Street		City: Damariscotta	State: ME Zip: 04543
Notice			
<p>OCP shall keep on file a copy of all facility plans, as well as copies of certifications of testing facilities. The most recent plan, whether submitted with the application for a cannabis establishment license, or by the subsequent approval of an application to change, shall be the Plan of Record with which the licensee must comply. OCP’s Compliance Division will have access to all plans and will review all plans prior to an inspection or investigation. Failure to comply with the Plan of Record may lead to enforcement action.</p> <p>Any changes to the Facility Plan must be approved. The licensee shall submit an Application to Change an Official Plan of Record to OCP 30 days prior to any material change. OCP may deny an Application for Change to an Official Plan of Record if the changes requested are in violation of 28-B MRS, this Rule, conditions required for local approval or other applicable laws or rules.</p>			
Signature – This Plan of Record cannot be accepted without a signature			
Any information contained within this Plan of Record or otherwise found, obtained, or maintained by OCP, shall be accessible to law enforcement agents of this or any other state, the government of the United States, or any foreign country.			
Authorizing Business Representative’s Signature: <i>Malina Dumas</i>		Date: 11/20/2025	
Printed Name: Malina E. Dumas, Esq.	Email Address: malina.dumas@dentons.com	Phone Number: 207-835-4355	

Section 2: Facility Site Specific Information			
A. Ownership of the Premises			
Legal Name of Property Owner: Rafailia's 2 Realty LLC			
Mailing Address of Property Owner: 7 Talbot Road		City: Norwood	State: MA Zip: 02062
Property Owner Phone Number: 781-366-1020		Property Owner Email: ioanniskattis@gmail.com	

B. Tax Map

Attach a copy of a tax map clearly indicating an area of 1000 feet in all directions from the premises, or in cases where a municipality or the Land Use Planning Commission has reduced the setback to no less than 500 feet, then showing the distance in all directions required by local authority, and indicating that the area around the premises does not include a pre-existing public or private school, as defined in 28-B MRS§§402(2)(A) and 403(2)(A).

C. Facility Diagram

1. Attach a diagram of the layout of the licensed premises, including:
 - (a) All limited access areas. (limited access area means a building, room or other area within the licensed premises of a cannabis establishment where a licensee is authorized to cultivate, store, weight, manufacture, package or otherwise prepare for sale adult use cannabis and adult use cannabis products.)
 - (b) Display areas.
 - (c) Square footage of the establishment and of the separate areas listed above in a and b.
 - (d) Any areas where the licensee intends to conduct curbside pick-up, including any areas adjacent to, but not within, the licensed premises where curbside pick-up will be conducted.
 - (e) Waste disposal area.
 - (f) Signage.
 - (g) Points of entry.
 - (h) Windows and doors, designating which are lockable.
 - (i) Alarm control panels and alarm sensors.
 - (j) Video cameras and surveillance storage devices.
 - (k) Communication devices (internet/telephone).
 - (l) Fences.
 - (m) Any other additional security measures.
 - (n) Legal ingress and egress onto and off the property from the closest maintained public way.

2. If the property is also used as a residence, clearly indicate on the diagram above, the location of that residence within the property and plans for complete separation of the residence from the facility, including:
 - (a) Entirely separate entrances to the residence and any portion of the property that is part of the licensed premises; and
 - (b) That no solvent extraction using potentially hazardous extraction methods or inherently hazardous extraction methods are in the same building or structure as the residence.

3. If the licensee co-locates adult use and medical use operations, clearly indicate the following:
 - The areas of the premises that will contain adult use cannabis plants, cannabis, cannabis products or cannabis concentrate;
 - The areas of the premises that will contain medical use cannabis plants, cannabis, cannabis products or cannabis concentrate;
 - The areas of the premises, if any, that will contain equipment, chemicals or other items that may be used for both adult use and medical use cannabis plants, cannabis or cannabis products.

4. For clarity, the use of numbering, labeling, and/or a diagram legend or key should be used to incorporate the information requested.

Section 3: Co-Location of Adult Use and Medical Use Operations

1. Is this Adult Use facility co-located with any other Adult Use facilities?

Yes No

If yes, with who?

AU Licensee Name:

AU License Number:

AU Licensee Name:

AU License Number:

AU Licensee Name:

AU License Number:

2.	Is this Adult Use facility co-located with any medical use caregivers or dispensaries?	
	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	
	If yes, with who?	
	Medical Registrant Name:	Registry Card/Certificate Number:
	Medical Registrant Name:	Registry Card/Certificate Number:
	Medical Registrant Name:	Registry Card/Certificate Number:
3.	If the licensee co-locates adult use and medical use operations, describe the plans to ensure that all cannabis, finished cannabis concentrate and other cannabis products are correctly packaged and labeled for medical use or adult use. N/A	
4.	If the licensee co-locates adult use and medical use operations, describe how the licensee will separately track, including input to the tracking system, cannabis, cannabis concentrate and cannabis products for medical use separately from adult use cannabis, cannabis concentrate and cannabis products and will otherwise keep them from becoming intermixed. N/A	
5.	Describe how the licensee will ensure that each piece of equipment is not used simultaneously on medical cannabis and adult use cannabis, with the purpose of ensuring that medical cannabis, cannabis concentrate, and other cannabis products will remain separate from adult use cannabis, cannabis concentrate, and other cannabis products. N/A	

Section 4: Security Measures	
All cannabis establishments must enact security measures to prevent the diversion of cannabis or cannabis products that are being cultivated, manufactured, tested, packaged, stored, displayed or transported. Provide sufficient detail so that OCP may determine whether the requirements are met.	
A. Lights	
1.	Do gates and/or perimeter entry points have lighting sufficient for observers to see, and cameras to record, any activity within 10 feet of the gate or entry? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
2.	List and describe perimeter lighting at any point of entry or exit, whether it is a gate or access from a building, as depicted and labeled in the facility diagram. Motion sensor lighting
B. Doors and Windows	
1.	Do all perimeter entry doors and all doors separating limited access areas from areas open to visitors and customers have commercial grade locks, appropriate for facilities requiring high levels of physical security? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
2.	Are all external entrances to indoor facilities on the licensed premises lockable? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No

3. List equipment and describe commercial grade locks on all perimeter and limited access doors as depicted and numbered/labeled in the facility diagram.

ANSI grade 1 locks

4. Are all perimeter windows in good condition and lockable?

Yes No

5. List equipment and describe locks on each perimeter window as depicted and labeled in the facility diagram.

Perimeter windows are in good condition and lockable

C. Alarm System

1. Does the licensee have an alarm system(s) monitored by a licensed security company capable of contacting the licensee and, if necessary, law enforcement?

Yes No

2. Does the system include an audible alarm, which is capable of being disabled remotely by the security company?

Yes No

3. List equipment and describe the alarm system.

Vista 20P Control Panel

4. Concerning the licensee's licensed security company, provide the following:

- a. Name of the licensed security company: **ADT**
- b. Specific point of contact: **Devin Bell**
- c. Point of contact's phone number: **207-804-0847**

5. Does the licensee have monitored sensors on all perimeter entry points and perimeter windows, or perimeter windows protected by appropriately located motion sensors?

Yes No

6. List equipment and describe monitored sensors on all perimeter entry points and perimeter windows, or perimeter windows protected by appropriately located motion sensors as depicted and numbered/labeled in the facility diagram.

Wireless door sensors

D. Video Surveillance

1. Does the licensee have a video surveillance system that meets the following minimum requirements? Check all that apply.

Minimum resolution of 720p

Internet protocol capability

One of the following recording requirements:

Continuous recording 24 hours per day at a minimum of 15 frames per second, or

Motion activated cameras at a minimum of 15 frames per second and capturing and storing footage of no less than 120 seconds prior to motion activation and 120 seconds following the cessation of motion

Clear and accurate display of the time and date on all recorded images

Ability to copy and provide video surveillance recordings to OCP or law enforcement upon request

2. List equipment and describe, in detail, the video surveillance system, including the number and location of all permanently fixed cameras as depicted and numbered/labeled in the facility diagram.
4MP Starlight 2.8MM eyeball cameras and fisheye cameras.

3. Check each box below to confirm the following requirements are met and reflected in the facility diagram and corresponding description(s) above.

- Cameras must be permanently fixed inside each entry/exit point (perimeter and limited access area) to allow identification of persons entering the premises and limited access areas.
- Cameras must be permanently fixed outside each entry/exit point (perimeter and limited access area) to allow identification of persons exiting the premises and limited access areas.
- A sufficient number of cameras must be permanently fixed to allow the viewing, in its entirety, of any area where cannabis, cannabis plants, immature cannabis plants, seedlings, seeds, cannabis concentrate or cannabis products are cultivated, manufactured, stored or prepared for transfer or sale or where samples for mandatory testing are collected, and prepared and sealed for transport to a cannabis testing facility.
- A sufficient number of cameras must be permanently fixed to allow the viewing, in its entirety, of any area where cannabis waste is stored before being made unusable, or where cannabis waste is made unusable.
- Cameras must be permanently fixed at each point of sale to monitor the identity of the purchaser and ensure facial identity.

4. The video surveillance storage device must be secured. Indicate below which of the following approved methods will be used to meet this requirement.

- On premise or Off premise, third-party server
- Lockbox
 - Cabinet
 - Closet
 - Secured in another manner to protect from employee tampering or theft:

5. If the video surveillance storage device is secured on premise, list equipment and describe the manner in which it is secured. *Must be reflected in facility diagram. N/A
Locked in utility room; only authorized managers have key card access

6. If the video surveillance storage device is secured off premise with a third-party server, provide the following:

- a. Name of the third-party server: **N/A**
- b. Specific point of contact: **N/A**
- c. Point of contact's phone number: **N/A**

7. Describe the video surveillance records retention policy, including the minimum 45 days video surveillance records are maintained on the licensee's recording device.
Video surveillance records will be maintained for 45 days.

8. Describe how the applicant/licensee shall maintain a list of all persons with access to the video surveillance recordings and procedures for controlling access to the recordings.
The licensee will maintain a list of any persons with access to the video surveillance recordings. If an individual leaves the business their access will be revoked. Access will be restricted to owners and managers.

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Section 5: Controlling Access

A. Public Access to the Cannabis Establishment

1. Are all entry points designed so that no minor is allowed entry to the licensed premises, except for the cannabis store retail area when accompanied by the minor’s parent, legal guardian or custodian?
 Yes No
2. Describe all entry points designated as the place where the licensee or licensee’s employee will verify the age and identity of all persons entering the premises as depicted and numbered/labeled in the facility diagram, except for the cannabis store retail area.
Visitors will have their valid, government-issued ID checked to verify they are 21 years of age or older first in the public access area after entering through the main entrance (either immediately upon entry or at a point of sale station) or prior to entry through the back entrance.
3. Describe all entry points designated as a place where the licensee or licensee’s employees will receive mail or other deliveries as depicted and numbered/labeled in the facility diagram.
Mail will be delivered through the retail entrance and Metrc transfers will be received at the employee only entrance.
4. Describe how licensee will ensure that licensee and all of it’s employees and security guards maintain compliance with all laws and regulations related to firearms and other weapons in and around the cannabis establishment.
The company expressly prohibits employees from possessing a firearm or other dangerous weapon within the licensed premises. The policy applies to all employees including, but not limited to, employees who possess a valid concealed carry permit, and the policy will be enforced.

B. Employee Access

1. Describe all entry points designated as employee entrances, including the manner in which employees gain access to the cannabis establishment (e.g. badge scanner or key locked doors), as depicted and numbered/labeled in the facility diagram.
Employees will access the facility with the keyed door labeled employee entrance.
2. Describe how the licensee will ensure all owners, managers, and employees display valid individual identification cards at all times.
The company will have a policy that all owners, managers and employees must have their individual identification cards with them at all times while on the licensed premise, either on a lanyard or other mechanism for keeping the IIC on their person and visible
3. Describe any additional security measures aimed to prevent employee theft.
N/A

C. Controlling Access to Limited Access Areas

1. Are the following security measures in place for all limited access areas? Check all that apply.
 Identification checks
 Locked doors
 Video surveillance
 Required signage

2. Describe how the licensee will utilize the security measures listed above to control access to all limited access areas as depicted and numbered/labeled in the facility diagram.

Limited access area signs will be posted on entrance and exit points going into or out of limited access areas. Doors leading into limited access areas will be kept locked. Visitors requiring access to a limited access area will have their valid, government-issued form of identification checked to verify they are 21 years of age or older and will sign in on the visitor log and wear a visitor badge. Video surveillance is positioned to capture faces going into or out of limited access areas and to cover any areas containing cannabis.

3. Are security measures in place to control access to limited access areas by contractors and visitors, who are not minors and who will not handle cannabis plants, cannabis or cannabis products?

Yes No

4. Are security measures in place to control access to limited access areas by sample collector and cannabis testing facility licensees or their employees displaying valid individual identification cards?

Yes No

5. Describe all designated areas where contractors, visitors and other licensees will be required to provide proof of identification, sign a visitor entry log, and receive a visitor identification badge by establishment staff as depicted and numbered/labeled in the facility diagram.

The licensee or licensee's employee will verify the age and identity through review of a valid, government-issued form of identification within the store's retail area (immediately upon entry or at a point of sale station) to verify they are 21 years of age or older before allowing an individual to purchase cannabis or cannabis products and/or before allowing a visitor to sign the visitor log, obtain a visitor badge, and enter the limited access area.

D. Additional Security Measures Cannabis Stores

1. At which point will the licensee or licensee's employee check for a valid government issued form of identification:

- Prior to allowing access to areas of the premises designated for retail sales; or
 Prior to initiating a sale in the area of the premises designated for retail sales.

2. Are display cases lockable and secure to prevent the public from handling cannabis plants, cannabis or cannabis products without direct supervision of a licensee or employee?

Yes No

3. Are counters of sufficient height to prevent the public from handling cannabis plants, cannabis or cannabis products without direct supervision of a licensee or employee?

Yes No

4. Describe how product will be moved from storage in a limited access area to display cases to prevent the public from handling the cannabis plants, cannabis or cannabis products?

Cannabis will only be moved from storage in a limited access area to locked display cases on the sales floor when there are no customers in the retail sales area.

5. Describe all security measures taken to ensure compliance with the above requirements.

Cannabis will be kept in locked limited access areas (storage/display cases) and no member of the public will be able to access cannabis or cannabis products unless they are under direct supervision by an IIC holder (employee, manager, or owner).

Section 6: Cannabis Store Operation Specific Information

A. Curbside and Delivery

- 1. Does the licensee intend to make sales via curbside pick-up? Yes No
- 2. Does the licensee intend to make sales via delivery? Yes No
If yes, complete the Delivery Supplemental Facility Plan.

B. Days and Hours of Operation

Business Hours mean 9A.M. to 5P.M. Monday through Friday.

- 1. List any hours during Monday through Friday between 9A.M. and 5P.M. the facility will **NOT** be conducting authorized activities.
N/A
- 2. Does the licensee intend to conduct retail sales, including sales via curbside pick-up and/or delivery, to consumers only between the hours of 7A.M. and 10P.M., local time, or only those days and hours during which permitted by local regulation?
 Yes No
- 3. Does the licensee intend to operate seasonally?
 Yes No

If yes,
 - a. What dates does the licensee plan to open and close each year?
 - b. Will the licensee maintain product at the facility while seasonally closed? Yes No

C. Equipment and Approval Listing

- 1. List and describe all electrical equipment to be used on the premises.

Item	UL, ETL or CSA Listing	Intended Use
Refrigerator	UL	Refrigeration
Computer	UL	Sales/marketing
TV Monitor	UL	Sales
Retail POS	UL	Sales

D. Plans for Compliance with Cannabis Legalization Act and the Adult Use Program Rules

- 1. Describe plans for shipping and receiving of cannabis and cannabis products.
The company will only allow its cannabis and cannabis products to be transported by motor vehicle. Any vehicle used to transport will be insured at or above the legal requirements in Maine and equipped with a functional manufacturer-installed alarm system. Upon request by the Department, any company vehicle may be inspected. Company employees will generate a Transport Manifest for each trip using the designated Inventory Tracking System. The Transport Manifest will include, as applicable, the recipient's name and contact information, address; product name and quantities (by weight or unit) of each cannabis or cannabis product contained in each transport; date of transport and approximate time of departure; arrival date and

estimated time of arrival; delivery vehicle make and model and license plate number; name, IIC number, and signature of the employee accompanying the transport; name, IIC number, and signature of licensee/employee receiving the authorized transfer if applicable; the correct sales tax identification number and/or excise tax identification number for the licensee and transferee; and damaged or refused cannabis or cannabis products being returned to the original seller. Prior to departing originating premise, employee shall ensure that they have copies of all relevant Transport Manifests. At no time after the employee has departed from the premises, shall the employee make any changes to the Transport Manifest or void the Transport Manifest.

2. Describe plans to dispose of or destroy used, unused and waste cannabis and cannabis products.
All waste will be stored, secured, and managed in accordance with applicable state and local statutes, ordinances, and regulations. All cannabis waste generated from normal operations, excess production, contamination, adulteration, or expiration will be securely stored, rendered unusable using more than 50% non-cannabis waste, and disposed of in a manner that ensures that it cannot be reconstituted for any kind of use or benefit, as related to its psychoactive content, by an unauthorized individual or organization. Prior to being rendered unusable cannabis waste will be securely stored within a limited access area within the licensed premises and shall be under video surveillance. The process of rendering cannabis waste unusable will occur within the limited access area of the licensed premises where surveillance cameras are permanently fixed and must occur entirely on camera. The contracted waste management company will transport all cannabis waste from the retail store to a solid waste facility or landfill in compliance with local and state regulations. Facility management will ensure proper training and implementation of destruction and disposal procedures and protocols. All cannabis waste disposed of by the company will be recorded in the Inventory Tracking System, including the date and time of disposal, the employee or manager responsible, the reason for disposal (i.e. the type of waste), the lot, batch, the manner of disposal, and the quantity disposed
3. Describe how the facility plans to conduct a background screening process for employees and vendors.
The company shall not hire any individual as an employee unless the individual is 21 years of age or older. After a potential employee has been identified, the prospective employee must provide a government issued photo identification card showing a date of birth that makes the applicant 21 years of age or older. The prospective employee must either present an Individual Identification Card issued by the Office of Cannabis Policy or must obtain an Individual Identification Card prior to formally being hired. The company will confirm the status of a cannabis establishment's active registration with the state before engaging that establishment as a vendor.
4. Describe plans for refrigerating any cannabis products requiring refrigeration.
Refrigeration of all cannabis products will occur in areas with limited access. Products will only be taken out of refrigeration when the customer has made an approved transaction. The company will follow USDA guidance for proper refrigeration of perishable goods, including maintaining refrigerated storage spaces at 32-40°F. The company shall ensure that refrigerators have enough open, slotted shelving to allow for air circulation around shelves and refrigerator walls to maintain proper food temperatures. Designated employees will be required to check refrigerators and freezers to ensure they are maintaining 40 degrees or less for refrigeration and 25 or under for freezers. Employees shall aim to keep refrigerator and freezer doors closed as much as possible and will check to ensure they are closing and sealing properly.
5. Describe plans to train employees to prevent sales to, or on behalf of, minors.
Employees will be trained to check for a valid government-issued form of identification to verify any individual purchasing cannabis or cannabis products is 21 years of age or older prior to making a sale.

6. Will purchaser identity and age verification take place at point of sale? Yes No

If no, where will verification take place? **Age verification may also take place immediately upon entry**

*Must be reflected in facility diagram.

Section 7: Reports of Non-Compliant Conduct

Describe how the licensee will ensure any incident of non-compliance with the cannabis establishment licensee's authorized conduct will be reported in writing to the Department within 24 hours.

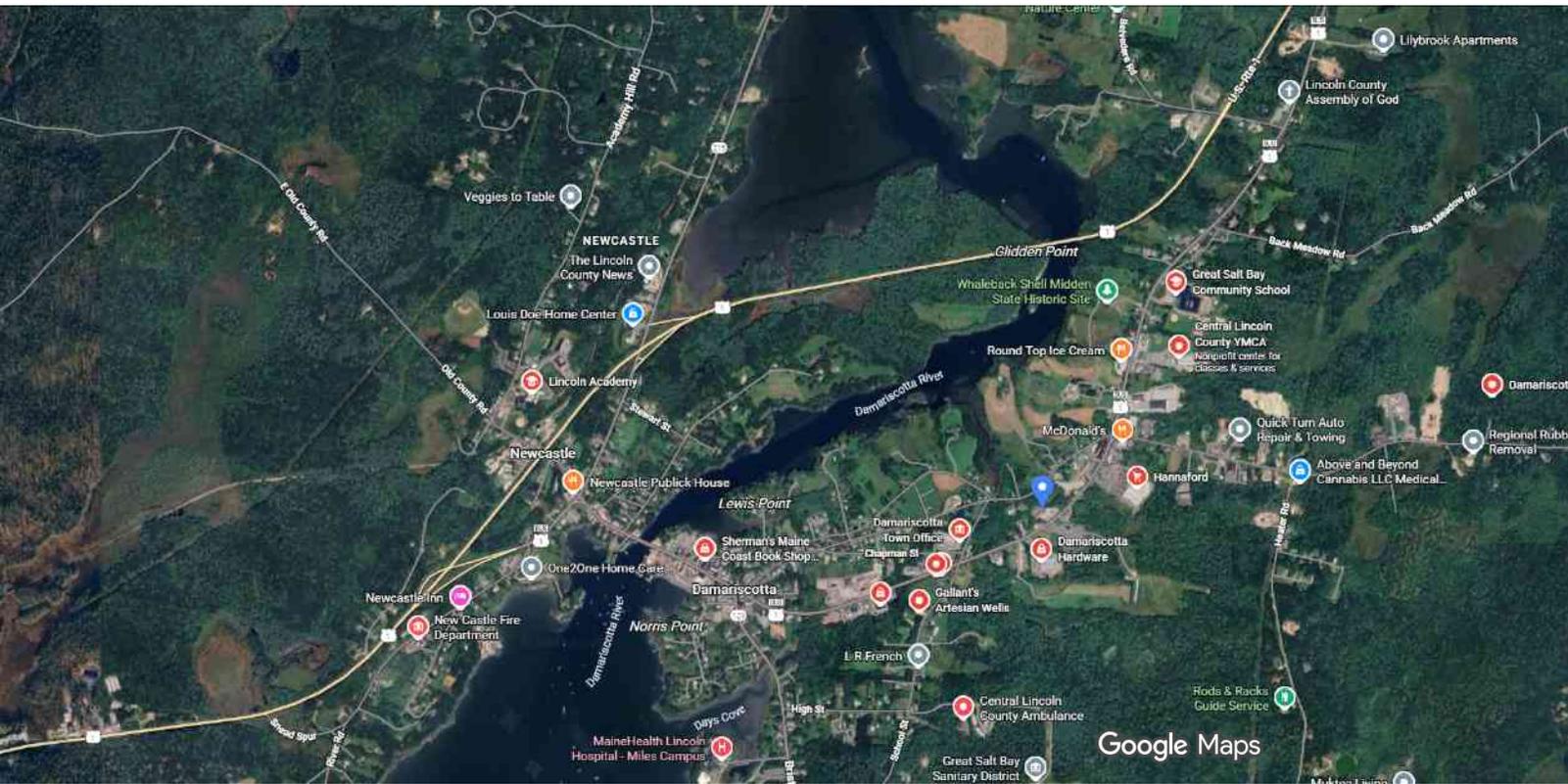
The licensee shall report any incident of non-compliance to the Department in writing within 24 hours.



Imagery ©2025 Airbus, Maxar Technologies, Map data ©2025 Google 50 ft



434 Main St
Building



Imagery ©2025 Airbus, CNES / Airbus, Maxar Technologies, USDA/FPAC/GEO, Map data ©2025 Google 1000 ft

Rating ▾ Hours ▾ All filters

Results ⓘ

Share

Great Salt Bay Community School

No reviews
General education school · [♿](#) · 559 Main St
Open · Closes 5 PM



Great Salt Bay Community School District

No reviews
Maine



Lincoln Academy

No reviews
Private educational institution · [♿](#) · 81 Academy Hill Rd



Central Lincoln County School

5.0 ★★★★★ (1)
School district office · [♿](#) · 767 Main St Suite 2
Open · Closes 2 PM



Additional Narratives to Address Application Requirements in 903.5

§903.5 - New Applications. Each applicant for an adult use marijuana establishment license shall complete and file an application on the form provided by the Town Clerk, together with the applicable nonrefundable application fee, as well as the following supporting materials:

Kender Farms completed the Town of Damariscotta “Application for License for Adult Use and Medical Marijuana Stores, Manufacturing Facilities and Testing Facilities and Adult Use Cultivation Facilities,” marked as a new application, and submitted the nonrefundable \$500 application fee.

(1) A copy of the applicant's state registration application and supporting documentation, as submitted to the state registration authority.

Kender Farms provided a copy of the company’s application for an adult use cannabis store license that was submitted to the Maine Office of Cannabis Policy, including a confirmation page showing information entered into the online licensing portal, ownership and principal disclosures, organization documents (Articles of Incorporation, Bylaws, minutes), Principal Attestation Forms for both owners, the Adult Use Establishment Release of Information signed form, and all other required information.

(2) Evidence of all state approvals or conditional approvals required to operate an adult use marijuana establishment, including, but not limited to, a state registry identification card or registration certificate.

Kender Farms’ OCP Conditional License AMS1806 was issued November 20, 2025, for an Adult Use Cannabis Store, identifying Kender Farms, Inc., dba Blue Sky, with owners Charles Crandall (50%) and Jacob Daku (50%). The packet includes the Conditional License and corresponding Local Authorization form.

(3) If not included in the applicant's state registration application, a description of the form of ownership of the business enterprise together with attested copies of any articles of incorporation, bylaws, operating agreement, partnership agreement or articles of association that govern the entity that will own and/or operate the adult use marijuana establishment.

Kender Farms operates as a Maine business corporation. The packet includes attested Articles of Incorporation (filed March 9, 2020), Bylaws, and organizing minutes appointing directors and allocating 1,000 authorized shares, with 500 shares each held by the two owners. These governance documents were submitted with the State filing and are included here, satisfying the ordinance requirement.

(4) If not included in the applicant's state registration application, an affidavit that identifies all owners, officers, members, managers or partners of the applicant, their ownership interests, and their places of residence at the time of the application and for the immediately preceding three (3) years. Supporting documents, including but not limited to motor vehicle operator's license, motor vehicle registration, voter registration or utility bills shall be provided.

The state application includes this information and therefore supplemental documentation has not been provided (but may be provided upon request).

(5) A release for each applicant and for each officer, owner, member, manager or partner of the applicant seeking a license allowing the Town of Damariscotta to obtain criminal records and other background information related to the individual.

The Town application contains a signed “Certificate of Applicant and Waiver of Confidentiality” for

each owner/principal, as well as up-to-date criminal history records for both individuals consistent with the application's requirement for records dated within three days of submission.

(6) A statement as to the type of establishment, the precise nature of the business, and a description of the nature of all products and services offered to its customers.

Kender Farms seeks licensure for an adult-use marijuana store. The business will purchase adult-use cannabis and cannabis products from licensed Maine cultivation and manufacturing facilities and sell adult-use cannabis, adult-use cannabis products, and allowed immature plants and seedlings, as well as generally permissible retail items, to adult consumers 21+. No onsite cultivation or manufacturing will occur. The Facility Plan confirms retail operations only, with display cases, point-of-sale stations, and compliant storage. Products will be pre-packaged and labeled per State rules; any perishable or temperature-controlled products will be held in compliant refrigeration, as detailed in the Facility Plan.

(7) A description of the premises for which the license is sought, including a plan of the premises and a list of all equipment, parts and inventory used in the operation of the adult use marijuana establishment.

The premises is approximately 1,127 square feet within the multi-tenant building at 434 Main Street, in the C-2 Zone. The packet includes a detailed floor/ site diagram labeling all rooms and limited access areas, points of entry, windows/locks, camera locations, alarm hardware, lighting, and ingress/egress, together with a security legend. The Facility Plan identifies equipment and systems used in operations.

(8) Evidence of an interest in the premises in which the adult use marijuana establishment will be located, together with the form of interest, along with the written consent of the owner of the premises for such use if the applicant is not the owner.

Kender Farms holds a written lease with Rafailia's 2 Realty, LLC, the property owner, for Suite premises at 434 Main Street. The fully executed lease dated November 13, 2025, grants possession and expressly contemplates operation as an adult-use cannabis store, subject to applicable permitting. The application form also contains the property owner's signature, name, address, and consent, satisfying the owner authorization requirement.

(9) Evidence of all land use approvals or conditional land use approvals required to operate the adult use marijuana establishment, or applications that have been filed and are pending for the required approvals, including but not limited to building permit, Planning Board conditional or site plan approval, change of use permit and/or certificate of occupancy.

Kender Farms submitted an application for conditional use approval (including permit application and supplemental information) on November 20, 2025 to Michael Martone via e-mail. The company is currently working to get on an agenda for Planning Board approval and will obtain all required approvals prior to commencing operations.

(10) Evidence of all other approvals or conditional approvals required to operate the adult use marijuana establishment, including any applicable food or victualer's license.

Kender Farms will obtain a retail food establishment license from the Department of Agriculture, Conservation, and Forestry to sell pre-packaged food and beverages prior to opening the store and will provide copies to the Town Clerk upon request. At present, no other non-land-use municipal approvals are required for the contemplated use.

(11) Evidence of compliance with the requirements of this ordinance approval.

Kender Farms’ submission demonstrates compliance with the ordinance’s operational standards. The packet confirms state conditional licensure and identifies that all local land-use approvals will be obtained prior to issuance. The ownership, age (21+), and residency requirements are met by the principals, and neither principal has held a revoked cannabis license; the criminal history disclosures are included and do not present disqualifying drug offenses under the ordinance.

§903.11 – Operating Requirements

Fixed Locations

The licensed premises is within a building in a permanent location. No licensed activities will occur outside the licensed premises.

Security

All state and local security requirements are covered by the OCP facility plan included with this application. The licensed premises will have lockable doors and windows and shall be served by an alarm system that includes automatic notification to private alarm service. Upon notification of an alarm, the licensee or authorized representative will respond to the premises. Video surveillance will cover the exterior and interior of the facility and will be operated with continuous recording 24 hours/day, 7 days/week with video maintained for a minimum of 14 calendar days. Records will be made available to law enforcement agencies when investigating a criminal complaint. The licensed premises will have exterior lights with motion sensors covering the full perimeter of the building in accordance with applicable zoning requirements.

Ventilation

The licensed premises will comply with all odor and air pollution standards established by ordinance. If required, the adult use cannabis store will have an odor mitigation system installed that has been approved by a Maine licensed engineer, indicating that the system will provide odor control sufficient to ensure that no odors are perceptible off the premises. However, as required under state law, all cannabis and cannabis products that are brought into the licensed adult use cannabis store will already be pre-packaged and labeled. Therefore, no cannabis odors will be generated through the option of the store that would be perceptible outside the licensed premise. Doors and windows will be kept closed.

DAMARISCOTTA TRAFFIC & PARKING ORDINANCE

Revised _____, 7/1/2015, 7/11/2012; 8/6/2003; 7/26/2000; 3/18/1998
TRAFFIC AND PARKING ORDINANCE
TOWN OF DAMARISCOTTA

ARTICLE ONE

SECTION I: Definitions of words and phrases:

- 1.1 BUSINESS SECTION

ALL streets and portions of street parking lot within the area designated. The BUSINESS SECTION of the town of Damariscotta comprises: that section of Main St. (Business Route 1) from the Damariscotta river bridge to U.S Route 1 town line and all connected streets or parts thereof; Water St; Cross St.; Elm St.; Vine St.; Church St.; Bristol Road (Rt. 129.) School St.; Biscay Road; Belvedere Road; Keene's Woods Road; Old Route 1.

- 1.2 VEHICLE

All kinds of conveyances for person and property except those used exclusively on track.

- 1.3 PUBLIC WAY

All streets, roads, parking lots of which the public has a right of access of (as described in MRSA 17-A section 505)

- 1.4 COMMERCIAL VEHICLE

Every vehicle designated, maintained or used primarily for transportation of property.

- 1.5 PARK

The leaving of a vehicle, whether occupied or un-occupied, temporarily for the purpose of loading or unloading of merchandise or passengers.

- 1.6 DRIVER

A person who drives or is in actual physical control of the vehicle.

- 1.7 POLICE OFFICER

Any officer of the Police Department, or any person authorized to direct traffic or make an arrest for violation of traffic regulations.

- 1.8 SIDEWALK

That portion of street between the curb line or the lateral line of a roadway and the adjacent property line intended of use by pedestrians.

- 1.9 PEDESTRIAN

A person on foot; a person walking.

- 1.10 ALLEY

A street or way intended to provide access to the rear or side lots of a building in urban district and not intended for the purpose of through traffic.

- 1.11 FIRE CHIEF

A person who is appointed by the Town of Damariscotta to fight fires and other emergencies.

- 1.12 FIREMAN

A person who volunteers to fight fire and is employed by the Town of Damariscotta to fight fires and other emergencies.

- 1.13 OFFICIAL TIME STANDARD

When certain hours are named herein they shall mean standard time or daylight savings time- whichever are in current use in the municipality.

- 1.14 EMERGENCY VEHICLES

Ambulances and any other vehicles belonging to the police or fire departments shall have the right of way in any street and through any procession. All vehicles shall go to the right of road or street as near the curb or gutter as possible, and come to a complete stop at the sound of approaching sirens or bells of all fire apparatus including vehicles owned by firemen. It shall be unlawful for any person to drive any team, automobile, truck, tractor, or any other motor vehicles over any section(s) of hose which shall hereafter be laid by the Fire Department of the Town of Damariscotta upon the streets of this town.

- 1.15 MUNICIPAL PARKING LOT

The municipal parking lot is defined as follows: Starting at the intersection of the Damariscotta River and the westerly lot line at the First Church of Christian Scientist (lot 6 map 6) proceeding North along the westerly lot line of lot 6 and 7B, map 6 to the southeast corner of lot 8, map 6; thence West along the southerly borders of lots 8,9,10 to the intersection with lot 12; thence following the East, South and West borders of lot 12, to lot 13, thence westerly to the intersection with lot 14-1 map 6; thence following the easterly, and westerly bounds of lot 14-1 to lot 15; thence following the southerly and westerly bounds of lot 15 to lot 16A thence following the southerly bounds of lots 16A, 16, 17, 18, 19, and across-the-right of way of the easterly shore of Misery Gulch; thence following the shore of Misery Gulch and the Damariscotta River to the point of beginning. The municipal parking lot is also shown on map 6 of the property maps of the Town of Damariscotta, prepared by James W. Seawall Company, and is shown South of lots 19-8: West of lots 6 & 7; northeast of Damariscotta River and Misery Gulch.

For the purpose of this section and section III of this ordinance, Boat Landing Vehicles shall be defined as vehicles with a boat trailer attached or vehicles displaying a valid boat landing parking permit issued by the Town pursuant to Section 1.20 herein.

There shall be three (3) hour parking in the municipal parking lot from 6:00 A.M to 6:00 P.M excluding Sunday, with the following exceptions:

- (a) All of the spaces, along the South side of the municipal parking lot (the water's edge) which will be designated as 8 hour parking from 6 am to 6 pm.
- (b) There will be fourteen (14) parking spaces in the municipal parking lot which will be reserved and as Boat Landing Parking specifically for vehicles using the public boat landing facility and shall be designated as follows:
 - 8 spaces for vehicles with boat trailers attached or vehicles displaying a valid boat landing parking permit along the waters edge (south side of lot);
 - 2 spaces only for vehicles with boat trailers attached along Misery Gulch;

- 4 spaces only for vehicles with boat trailers attached in the middle row.
- (c) Entrance and Exit shall be by the Southeast corner by Savory Maine (formerly Christian Science Church) and Northwest corner by Fish Market. Traffic is to travel in both directions.
- 1.16 WINTER PARKING

No person shall leave or park any vehicles of which she/he has charged possession, or permit the same to stand on any street, municipal parking lot or road to the town of Damariscotta between the times of 9 P.M to 7 A.M from November 15th until April 15th of each year due to removal of snow. All vehicles hindering snow removal will be removed and stored at the expensed of the owner or person in charge or control of same.
- 1.17 SEASONAL STREET CLEANING

No person shall leave or park any vehicle of which he/she has charged or possession, or permit the same to stand on Main Street (Business Route 1) from the Damariscotta river bridge, to Bristol Road, on Elm Street from Main Street to the intersection on Theatre Street, or on Theatre Street in the town of Damariscotta on Mondays & Thursdays, between the times of 5 A.M and 7 A.M from April 1st to November 1st every year due to street sweeping and cleaning. Any vehicle in violation may be ticketed or removal and impounded or stored at the expense of the owner or person in charge or control of same.
- 1.18 MAIN STREET:

In the business section of Damariscotta, which includes the North and South side of Main Street (Business Route 1) from the bridge East to Westerly Bristol Road (Route 129), East side of Water Street from junction of Main Street (Business Route 1) and Water Street to Cross Street North curb line extended: A vehicle shall not be parked for a period in excess of one hour at any time between the hours of 6am. to 6pm.
- 1.19 HANDICAPPED PARKING

A parking space for a handicapped person only. Must have handicapped plates or placard.

(a) Definitions. Any physical handicapped person employed in a business establishment serviced by parking spaces may obtain a license giving him/her permission to park for a unlimited period of time In such a parking space as the town Selectmen may designate. Such designated space shall be marked and identified to show that it is so reserved for such physical handicapped person. The designation of the parking space must also be agreed to by the manager of the store of which the parking space is located. Any parking space thus designated shall be reserved exclusively to the person to whom the said licensed is granted.

(b) Application. All applications for such license shall be made in writing, directed to the town Selectmen, who may or may not, at their discretion, grant such license. See appendix A for agreement form.

(c) Fees. The fee for such license is to be \$50.00.

(d) Handicapped parking space for the exclusive use by persons with vehicles displaying handicapped Registration Plates or placard shall be establish as follows:

(1) One space, on the southerly side of Main Street, in front of James Gallagher's law office.

(2) One space, on the northerly side of Main Street in front of Damariscotta Bank & Trust.

(3) One space, on the southerly edge of the Municipal Parking Lot, near the southwest corner of the Christian Science Church.

(4) One space at the corner of Main and Elm Street, in front of King Eiders Pub

(5) One space in the Municipal waterfront parking lot East end, North side of the set parking spaces. The Chief of Police shall be responsible for designating and marking such spaces to show that they are reserved for use by the physically handicapped.

- **1.20 BOAT LANDING PARKING PERMITS**

Any boat owner keeping a boat or boats on permanent moorings in Damariscotta Harbor may obtain a permit entitling for him or her to park a vehicle (without a boat trailer attached) in one of the 8 spaces allocated for permit use pursuant to section 1.15 herein. Applicants for a permit will be required to provide proof of boat and mooring ownership and current use of the same. A letter or telephone verification from the harbor master or assistant harbormaster shall be deemed sufficient proof to qualify an applicant to receive a permit. Permits must be displayed in the vehicle windshield area when the vehicle is parked in the designated space.

- (a) Definitions. For the purpose of this section, the geographical limits of Damariscotta Harbor shall be considered to be the waters of Damariscotta River bounded on the South by a line between Cottage Point on the East and Little Point in the West and bounded on the North by Main Street bridge. Permanent moorings shall be considered to consist of heavy ground tackle which is designed for long term mooring of vessels and is designed and intended to remain on the ocean or river bottom when the vessel is away from its mooring.

- **1.21 ELECTRIC VEHICLE**

A vehicle that can be powered by an electric motor that draws electricity from a battery and is capable of being charged from an external source. An EV includes both a vehicle that can only be powered by an electric motor that draws electricity from a battery (Battery Electric Vehicle) and a vehicle that can be powered by an electric motor that draws electricity from a battery and by an internal combustion engine (Plug-in Hybrid Electric Vehicle). Under this policy, a gas-powered hybrid vehicle that does not require charging from an external source shall not be considered an electric vehicle.

ARTICLE 2 : TRAFFIC AND PARKING ORDINANCE

SECTION I

No person shall, stop, stand or park a vehicle except when necessary to avoid conflict with other traffic or compliance with law or the directions of a police officer or traffic - control device, in any of the following places:

- (1) On the sidewalk.
- (2) In front of a public or private driveway.
- (3) Within an intersection
- (4) Within 10 feet of a water hydrant
- (5) On a crosswalk
- (6) Within 25 feet of a street corner except for designated parking spaces and entrances to one way streets.
- (7) Within 500 feet of any building, field or forest with an alarm of fire or other emergency has been sounded without consent of the Chief of Police or Fire Chief.
- (8) In any public street more than twelve inches from the curb, except in emergency or to allow another vehicle or pedestrian to cross its way. (9) On the roadway side or any vehicle parked at the edge or curb of a street, commonly known as double parking.

SECTION II

BUSINESS ROUTE 1

- 2.1 There shall be no parking anytime on the northerly side of Business Route 1 from CMP pole #2 easterly to CMP pole #1 for 193 feet.
- 2.2 There shall be no parking at anytime on the northerly side of Business Route 1 beginning at the intersection of East Elm Street easterly curb line extended easterly 27 feet.
- 2.3 There shall be no parking anytime on the northerly side of Business Route 1 beginning at the House of Ross driveway westerly curb line extended westerly for 31 feet.
- 2.4 There shall be no parking at anytime on the northerly side of Business Route 1 beginning at the intersection of Church Street westerly curb line extended westerly to CMP pole #9 for 398 feet.
- 2.5 There shall be parking on the southeasterly side of Business Route 1 beginning at CMP pole 15 by Damariscotta Hardware easterly to Biscay road intersection, South of curb line for 5,280 feet.
- 2.6 There shall be no parking anytime on the easterly side of Business Route 1 beginning at Biscay Road northerly to Great Salt Bay Community School driveway southerly, curb line 1,731 feet.
- 2.7 There shall be no parking anytime on westerly side of Business Route 1 beginning at Church Street northerly curb line extended northerly opposite of Great Salt Bay Community School driveway southerly curb line extended for 1731 feet.
- 2.8 Handicapped parking - one space on the southerly side of Main Street in front of James Gallagher's law office. One space on the northerly side of Main Street in front of Damariscotta Bank & Trust.

- 2.9 There shall be no parking on the northerly side of Business Route 1. Beginning at the intersection of Business Route 1 and Church Street, easterly curb line extended, easterly to the intersection of Business Route 1 and School Street westerly curb line extended for 2,865 feet.
- 2.10 There shall be no parking anytime on the south side of Business Route 1. Beginning at the intersection of Route 129 cut off, easterly curb line extended easterly to a point opposite CMP pole #13, for 46 feet.
- 2.10a All vehicles parked within the business section of the Town of Damariscotta shall be parked with its right wheels toward the curb, heading in the direction of flow of traffic.

WATER STREET

- 2.11 There shall be no parking anytime westerly side of Water Street from the southerly entrance/exit of the Municipal Parking Lot curb line extended southerly to CMP pole #11 for 1092 feet.

ELM STREET

- 2.12 There shall be no parking anytime southerly side of Elm Street beginning at the intersection of Church Street westerly curb extended for 985 feet.

CHURCH STREET

- 2.13 There shall be no parking westerly side of Church Street beginning Business Route 1 northerly, curb line extended northerly to Elm Street southerly, curb line extended 659 feet.
- 2.14 There shall be no parking on the northerly side of Church Street beginning at CMP pole 14 northerly to a point opposite CMP pole 28 for 205 3 feet.
- 2.15 There shall be no parking on the southerly side of Church Street beginning at Chapman Street westerly curb line in westerly direction 85 feet.
- 2.16 There shall be no parking on the easterly side of Church Street beginning at Vine Street northerly for a distance of 60 feet. And also beginning at the Municipal Building extending southerly for a distance of 100 feet.

CHAPMAN STREET

- 2.17 There shall be no parking on the northerly side of Chapman Street beginning at Church Street south curb line extended easterly for 150 feet.
- 2.18 There shall be no parking on the southerly side of Chapman Street beginning at the westerly Church Street curb line south extending easterly 1834 feet to westerly school street curb line.

CROSS STREET

- 2.19 There shall be no parking anytime on the southerly side of Cross Street beginning at Water Street westerly curb line extended easterly to Rout 129 westerly, curb line extended for 325 feet.

- 2.20 There shall be no parking anytime on the northerly side of Cross Street beginning at water street easterly, curb line extended easterly to Route 129 westerly, curb line extended for 150 feet.

BRISTOL ROAD

- 2.21 There shall be no parking west side of Bristol road (Rt. 129) from the northerly side of the Firehouse shop corner line extended north to the southerly Main Street (bus Rt. 1) curb line extended for 150 feet.

VINE STREET

- 2.22 There shall be no parking anytime on the southerly side of Vine Street beginning at Church Street curb line extended easterly for 200 feet.

MUNICIPAL PARKING LOT

- 2.23 Handicapped parking, first space southwest corner of parking lot, water side.
- 2.24 There shall be no parking anytime easterly entrance to Municipal Parking lot on South side from westerly Water Street curb line extended westerly direction to parking lot for 165 feet.
- 2.25 There shall be no parking anytime easterly entrance to Municipal Parking Lot on northern side from the westerly Water Street curb line extended westerly direction to parking lot for 165 feet.
- 2.26 There shall be no parking anytime on the westerly side, right of way Colby & Gale, entrance / exit to Municipal Parking Lot from the southerly Main Street (Business Route 1) curb line extended southerly to CMP pole #3:01 for 104 feet.

SCHOOL STREET

- 2.27 There shall be no parking anytime from the intersection of School Street and Business Route 1, South side, along the East and West sides of School Street, South for a distance of 500 feet.

HODGDON STREET

- 2.28 There shall be no parking on Hodgdon Street between Church Street and Pleasant Street

EV CHARGING STATIONS

- 2.29 Four EV Charging stations, eight (8) charging ports, are located south of Taco Alley, adjacent to the public restrooms. The use of these spaces are regulated by the Damariscotta EV Municipal Charging Policy as adopted by the Select Board.
- 2.30 Use of these chargers are for electric vehicles, except for the designated handicap space, which may be used by a non-EV user that is handicapped, as a last resort.

SECTION III

PARKING LIMITS

- 3.1 Business Section –2 (two) hour limit, from 6 am to 6 pm, to be enforced year round.
- 3.2 Municipal Parking Lot - General Parking
The regulations set forth in the section 3.2 shall be enforced from Memorial Day to Labor Day.
There shall be three (3) hour parking in the municipal parking lot from 6:00A.M to 6:00P.M excluding Sunday, with the following exception of boat landing parking as set forth in Section 3.3 below.
- 3.3 Municipal Parking Lot-Boat Landing Parking
The regulations set forth in the section 3.3 shall be enforced from Memorial Day to Labor Day.
All boat landing parking (as defined in Section 1.15(b)) will be all day parking. There will be no time limit for these vehicles parked in the 14 spaces so long as the vehicles either display a permit or an attached trailer as set forth in Section 1.15 (b). Vehicles without a boat trailer attached or which do not display a valid Boat Landing Parking Permit will be ticketed.
- [3.4 EV Charging Station Parking](#)
[The use of these spaces are regulated by the Damariscotta EV Municipal Charging Policy as adopted by the Select Board. Parking fees and limits may be subject to change and are best supported by the board policy.](#)

ARTICLE III

STOP SIGNS & ONE WAY STREETS

- (a) No person shall drive any vehicle past or through any intersection. having a stop sign, without bringing his/her vehicle to a FULL stop.
- (b) Stop signs shall be located in the following places:
- (c) Chapman Street, all traffic shall stop before entering School Street.
- (d) Elm Street, all traffic shall stop before entering Church Street.
- (e) Egypt Road, all traffic shall stop before entering Back Meadow Road
- (f) Hammond Road, North of Back Meadow Road, all traffic shall stop before entering Back Meadow Road.
- (g) Hammond Road, South of Back Meadow Road, all traffic shall stop before entering Back Meadow Road.
- (h) Hodgdon Street, South of Pleasant Street, all traffic shall stop before entering Pleasant Street.
- (i) Hodgdon Street, North of Pleasant Street, all traffic shall stop before entering Pleasant Street.

- (j) Hodgdon Street, all traffic shall stop before entering Church Street.
- (k) Pleasant Street, all traffic shall stop before entering Church Street.
- (l) Rocky Run Road, all traffic shall stop before entering Egypt Road.
- (m) Standpipe Road, all traffic shall stop before entering Back Meadow Road.
- (n) Vine Street, all traffic shall stop before entering Church Street.
- (o) Chapman Street, all traffic shall stop before entering Church Street.
- (p) School Street, all traffic shall stop before entering Church Street.
- (q) Lewis Point Road, all traffic shall stop before entering Elm Street.
- (r) Elm Street East, all traffic shall travel in a southerly direction from Elm Street to Main Street.
- (s) Elm Street West, all traffic shall travel in a northerly direction from Main Street to Elm Street.
- (t) Hodgdon Street, all traffic shall travel in a northerly direction from Church Street to Pleasant Street.
- (u) Entrances to Municipal Parking Lot, one way, by West side Gay Block, traffic heading southerly from Main Street, all traffic heading South from Main Street

ARTICLE 4

PENALTIES

Any person accused of a violation of any portion of this ordinance, where a fine amount is not designated may voluntarily waive his or her right to appear and defend before any court or judicial tribunal the charge made against him or her for such violation by paying the Municipality (Town of Damariscotta) the minimum sum of \$75.00 within 30 days of the time such alleged offense was committed.

4.1 All fines and penalties collected under this traffic ordinance shall be paid to the Town Treasurer at the Town Office during normal business hours or by mail at 21 School Street, Damariscotta, ME 04543. The Board of Selectmen is authorized to employ all such procedures authorized by law which they deem prudent to collect the same.

4.2 It shall be unlawful and in violation of this chapter for any person to cause, allow, or suffer any vehicle registered in the name of or operated by such person to do any act forbidden or fail to perform any act required in this ordinance; provided, the fact that a vehicle is unlawfully

parked shall be prima facie evidence of the unlawful parking of such vehicle by the person in whose name such vehicle is registered. Further, any vehicle parked in violation of this ordinance (whether because of length of time, place, or the manner in which said vehicle is parked) is declared to be an obstruction in such street or public way and a menace to the safe and proper regulation of traffic.

4.2a It shall be unlawful and in violation of this ordinance for any person to cause damage to or take any municipal traffic devices, such as, but not limited to, any traffic safety equipment, such as safety cones, barriers, traffic lights, crosswalk signs or signs which designate road names, speed limit, stop, yield or any other type of traffic and safety signs or equipment owned or possessed by the Municipality. Any person(s) convicted of the theft or possession of any municipal traffic and safety items shall be subject to a mandatory minimum fine of \$150.00 per conviction. Any person convicted of damaging any municipal traffic and safety items will be subject to reimbursing the Municipality for all costs of correcting or replacing, and any installation of said items.

The Board of Selectmen may choose to offer a reward of up to \$200.00 to person(s) providing information which results in a conviction of any person(s) for the theft or possession of any municipal traffic and safety items.

4.3 Obedience to police & fire officials required. No person shall willfully fail or refuse to comply with any lawful order or direction of a police officer or fire department official.

4.4 General authority of police and fire department officials to enforce laws and direct traffic.

a) It shall be the duty of the officers of the police department or such officers as are assigned by the Chief of Police to enforce all street traffic laws of the Town and all of the State of Maine vehicle laws applicable to street traffic in the Town.

b) Officers of the police department or such officers as are assigned by the Chief of Police are hereby authorized to direct all traffic by voice, hand or signal in conformance with traffic laws; provided that, in the event of a fire or other emergency, or to expedite traffic or to safeguard pedestrians, conditions may require notwithstanding the provisions of the traffic laws.

c) Officers of the fire department, when at the scene of a fire or similar public safety incident, may direct or assist the police in directing traffic or similar public safety incident in the immediate vicinity.

4.5 Town to provide books containing numbered citation forms; Police Chief's duties regarding books:

a) The Chief of Police shall be responsible for the issuance of such books to individual members of the police department.

4.6 Procedure of police officers upon stopping alleged violator; citation to specify violation. Except when authorized or directed under State Law to immediately take a person before a magistrate or other court official for the violation of any traffic laws, a police officer who halts a person for such violation, other than for the purpose of giving said person a warning, and does not take said person into custody, shall then issue said person a Violation Summons and Complaint form (VSAC) or a Uniform Summons and Complaint form (USAC). The alleged violation(s) to be specified on the citation.

4.7 Duty to deposit copy of citation with Police Chief; disposition of citation, Chief to record disposition of charges, warrants; altering defacing citation, record:

- a) Every police officer upon issuing a VSAC/USAC to an alleged violator of any provision of the motor vehicle laws of this State or of any traffic ordinance of the Town shall deposit the copy of the citation with the Police Chief.
- b) The citation shall be disposed of in accordance with those laws of the state which govern the procedures in the District Court.
- c) The Chief of Police shall also maintain or cause to be maintained in connection with every traffic citation issued by a member of the police department a record of the disposition of the charge by the District Court or its traffic violations bureau.
- d) It shall be unlawful and official misconduct for any member of the police department or other officer or public employee to dispose of, alter or deface a traffic citation or any copy thereof, or the record of the issuance or disposition of any traffic citation, complaint or warrant, in a matter other than as required by this section.

4.8 It shall be unlawful for any person to cancel or solicit the cancellation of any traffic citation in any manner other than as provided by this article.

4.9 Removal of tickets, notices or citations from vehicles. No person shall remove from any vehicle a traffic law violation ticket, notice or citation placed on or in such vehicle by a police officer of the Town of Damariscotta, except for the purpose of answering such notice or citation as required therein.

4.10 Police officer's duty upon finding illegally parked vehicle with driver. Whenever any motor vehicle without a driver is found parked or stopped in violation of any of the restrictions imposed by ordinance of the Town of by State law, the officer finding such vehicle shall take its registration number and may take any other information displayed on the vehicle (which may take any other information displayed on the vehicle) which may identify its user, and shall conspicuously affix to such vehicle a traffic citation, on a form provided by the Town.

4.11 Each owner or operator of a vehicle who violates the provisions of the ordinance which regulates stopping, standing and parking, shall within 30 days of the time when such notice was attached to such vehicle pay the Town of Damariscotta the initial charge and penalty for and in full satisfaction of such violation of sum as stated on the traffic ticket. The failure of such owner

or operator to make such payment shall render such owner or operator subject to a penalty of double the original fine. The failure of such operator to make such payment shall render such owner or operator subject to the penalties hereinafter provided for the violation of general provisions of this ordinance.

ARTICLE 5

FINES

5.1 Any person accused of a violation of the parking portion of this ordinance may voluntarily waive his/her right to appear and defend before any court or judicial tribunal, the charge made against him/her for such violation, by paying the Municipality the amount assessed on said violation.

5.2 NON PAYMENT OF FINES: Any person who has not paid the fine amount assessed them within 30 days shall be mailed a written "first notice" informing the registered owner that payment has not been received and that the fine amount has doubled. Additionally, the notice will indicate that failure to pay the doubled fine amount now due, within 30 days, will result in the issuance of a "final notice" informing registered owner that payment has still not been received, and that a summons to appear in 6th District Court in Wiscasset will be issued if payment is not made within 30 days. Both notices will state that any vehicle which has accumulated 3 or more unpaid parking tickets may be subject to immobilization in place or impoundment of said vehicle as outlined in section 5.3 or this article.

5.3 IMPOUNDMENT OF VEHICLES: Purpose: This section is enacted as an enforcement procedure for promotion and protection of the public peace, safety and welfare and the safeguarding of property and shall be used generally for the prevention and removal of traffic hazards, prevention and abatement of public nuisances arising from traffic infractions and for the protection of the public rights in the use of Town Streets, thoroughfares, parking areas, parking lots, and public ways.

- (a) NOTICE. Written notice shall be mailed to the owner of any vehicle which has accumulated three (3) or more outstanding notices of violation of any parking ordinance or regulation therein prior to immobilization or impoundment of such vehicle as provided in Subsection 2. The notice shall inform said owner of the nature and number of outstanding violations, that such vehicle may be immobilized in place or impounded and that said owner will be provided an opportunity to contest the validity of the proposed immobilization or impoundment upon written request to the Chief of Police within ten (10) days of receipt of the notice described in this subsection.
- (b) HEARING Any owner who requests an opportunity to contest the validity of proposed immobilization or impoundment of his or her vehicle shall be provided an administrative hearing upon written request to the Chief of Police. Such hearing shall be scheduled as soon as practicable before a hearing officer, who shall be solely responsible for hearing and deciding all contests provided herein. Enforcement of the provisions of Subsection 2

shall be stayed pending the decision of the hearing officer. The purpose of this subsection is to provide an opportunity to contest the validity of a proposed immobilization or impoundment and not to contest the merits of parking violations.

- (c) HEARING OFFICER The Chief of Police shall designate a hearing officer from time to time as may be needed.

- 5.3.1 APPLICABILITY. Any vehicle which has accumulated three (3) or more notices of violation of any parking ordinance or regulation therein of the ordinances of the Town of Damariscotta for which there has been neither payment of fees nor issuance of court process and which is then parked upon the public way or in a public parking lot at any time may, at the option of any Town of Damariscotta Police Officer or other town employee authorized to enforce said parking ordinance or regulation, be immobilized in place or may be removed and stored until all fees established pursuant to Article 5 of this ordinance for all such outstanding notices of violation and also the impoundment, storage and other charges authorized under this ordinance have been paid. If impoundment by immobilization is utilized, a charge for such impoundment of twenty-five dollars (\$25) shall be charged and paid prior to such release.
- 5.3.2 PROCEDURE. As soon as a vehicle has been removed and stored or immobilized in place under this ordinance, the police officer or other municipal employee taking such action shall so notify the Police Department. Such information shall be recorded by the Secretary or Police Officer for the use of the Chief of Police, the Town Administrator or his or her authorized representatives. In addition, the Chief of Police shall notify by registered mail the registered owner of such vehicle within five (5) business days of the impoundment or immobilization thereof. Said notice shall stated the location of such vehicle and the requirements to release as set forth in this ordinance.
- 5.3.3 RELEASE OF VEHICLES. Any person having custody of a motor vehicle impounded pursuant to this chapter or of the means to release such immobilized vehicle shall not release it until the individual requesting its release presents satisfactory evidence of his or her right to possession and signs a receipt therefore. In addition, said vehicle shall not be released until the Treasurer, Chief of Police or their duly authorized representatives certify that all fees and all other charges provided for in this chapter have been paid, including all costs of impoundment, towing, notices and storage or until the Treasurer or his or her duly authorized representatives shall have certified the posting of a bond equal to the total outstanding fees which should have been remitted for said overdue notices of violation and other charges as set forth in this subsection.
- 5.3.4 BOND. Whenever any person requests the right to post bond pursuant to this chapter, such bond shall be given in cash and receipt given therefor. Such bond money shall be refunded in the amount of the fee for such alleged violation of this ordinance upon acceptance by such person of service of process initiating a court proceeding to determine his her liability for the described penalty or such alleged violation. Any bond shall be forfeited unless the person posting it requests and accepts service of such process from the Chief of Police or his or her designated representative within thirty (30)

days of the posting unless prevented from doing so by actions or inaction of the Town of Damariscotta.

- 5.3.5 VIOLATIONS. It shall be a violation of this ordinance for any person to tamper with or attempt to remove any immobilizing device attached to a vehicle or to extract or attempt to prevent the removal of any vehicle as provided herein. The penalty for any such violation shall be not less than fifty (\$50) nor more than one thousand (\$1000).

ARTICLE 6: Notification and Traffic Control

Section I: Notification

It is, in part, the responsibility of the Police Department to ensure the safety of our citizens. To that end, it is important that the Police Department is made aware of any disruption or potential disruption to our roads, streets and ways, etc.

It is the responsibility of any person, group, organization, or entity; construction or otherwise, whose work, event or activity may in any way affect the normal flow of traffic to any road, street or way to notify the Police Department no less than ten (10) days prior to said work, event or activity. Such notification shall be in written form and may be addressed to the Damariscotta Police Department at PO Box 274, Damariscotta, ME 04543. The requirement may be waived in emergency situations, to be determined by the Chief of Police or his / her designee. The Town of Damariscotta shall be exempt from this requirement for special events. It will still be required that the Chief of Police be notified no less than ten (10) days prior to said event.

It shall be the responsibility of the Chief of Police or his/her designee to notify the Town Office, Road Commissioner, and any area emergency service provider, of the disruption in traffic flow.

Section II: Traffic Control

Any time the Police Department receives notification as outlined in Section I, the Chief of Police or his/her designee shall review the location and circumstances to ensure appropriate steps are taken to safe guard our citizens. Such steps should include; adequate signage warning the public, the proper use of traffic cones and barricades, safe alternate traffic or pedestrian routes, and the proper use of traffic control personnel, etc.

Any activity requiring notification under Section I that occurs on any portion of Main Street, Bristol Road, School Street, or Biscay Road shall require the presence of at least one (1) Police Officer and may, at the Police Chief's discretion, require the use of more than one (1) Police Officer for traffic control. The Chief of Police may waive this requirement as circumstances warrant. The Chief of Police may impose the same requirements on any road, street, or way in the town if the circumstances should warrant. Any such use of Police personnel shall be billed to the responsible party in accordance with Section IV of this Article.

In accordance with Maine Law, the Chief of Police or any Police Officer who finds a situation to be hazardous shall take action to stop such activity until it can be corrected.

Section III: Penalties

Any person, group, organization, or entity; construction or otherwise, accused of a violation of any portion of this article of the Damariscotta Traffic & Parking Ordinance may be assessed a

mandatory minimum penalty of \$250.00 per occurrence. All Penalties shall be paid to the Town Treasurer as outlined in Article 4, paragraph 4.1.

Section IV: Payment

If the Chief of Police determines that Police Officers are required, to ensure the safe movement of pedestrian / vehicle traffic, the fee for said use of Police Officers will be \$38.00 per hour, per Officer. \$8.00 per hour, per Officer will go to the Town of Damariscotta to defer administrative costs. All fees shall be paid to the Town Treasurer as outlined in Article 4, paragraph 4.1. Hours accrued on a special detail are not eligible for use toward an Officer's 40 hour work week or employment benefits.

Section V: Waiver

The Board of Selectmen may, at their discretion, grant a waiver of all or any part of the requirements set forth in this article.

Section VI

This Traffic and Parking Ordinance of the Town of Damariscotta, Maine, as amended by the Board of Selectmen of this ~~1st day of July, 2015~~ _____ day of November, 2025, supersedes and replaces any and all previously enacted traffic and parking ordinances.



132nd MAINE LEGISLATURE

SECOND REGULAR SESSION-2026

Legislative Document

No. 2137

S.P. 836

In Senate, January 7, 2026

**An Act to Modify Provisions of Law Governing Parking
Enforcement on Property Accessible to the Public**

(EMERGENCY)

Approved for introduction by a majority of the Legislative Council pursuant to Joint Rule 203.

Reference to the Committee on Health Coverage, Insurance and Financial Services suggested and ordered printed.

A handwritten signature in black ink, appearing to read 'D M Grant'.

DAREK M. GRANT
Secretary of the Senate

Presented by Senator NANGLE of Cumberland.

1 **Emergency preamble.** Whereas, acts and resolves of the Legislature do not
2 become effective until 90 days after adjournment unless enacted as emergencies; and

3 **Whereas,** Public Law 2025, chapter 350 created unintended financial burdens on
4 municipalities such as Westbrook, which now faces tens of thousands of dollars in signage
5 costs; and

6 **Whereas,** the law also permits delayed mailed notices of parking violations, depriving
7 vehicle owners of timely awareness of alleged violations; and

8 **Whereas,** immediate clarification is necessary to ensure fair enforcement practices
9 and to prevent unnecessary costs to municipalities and the public; and

10 **Whereas,** in the judgment of the Legislature, these facts create an emergency within
11 the meaning of the Constitution of Maine and require the following legislation as
12 immediately necessary for the preservation of the public peace, health and safety; now,
13 therefore,

14 **Be it enacted by the People of the State of Maine as follows:**

15 **Sec. 1. 10 MRSA §1500-LL, sub-§1,** as enacted by PL 2025, c. 350, §1 and
16 reallocated by RR 2025, c. 1, Pt. A, §20, is amended to read:

17 **1. Fine, fee or charge amount must be reasonable and conspicuously posted.** The
18 amount of any fine, fee or charge to any person for the violation of any parking rule
19 applicable to property accessible to the public for the parking of motor vehicles must be
20 reasonable ~~and must be conspicuously and prominently posted within the property so that~~
21 ~~it is visible at any entrance and exit of a parking lot or parking structure within the property~~
22 ~~by a person entering and exiting in a motor vehicle.~~

23 **Sec. 2. 10 MRSA §1500-LL, sub-§2,** as enacted by PL 2025, c. 350, §1 and
24 reallocated by RR 2025, c. 1, Pt. A, §20, is amended to read:

25 **2. Written notice of violation required.** Written notice of a violation of any parking
26 rule applicable to property accessible to the public for the parking of motor vehicles,
27 including the failure to pay an amount of money to park a motor vehicle, must be ~~provided~~
28 ~~to the registered owner of the motor vehicle~~ affixed in a conspicuous place on the motor
29 vehicle at the time of the violation. At a minimum, the written notice must include the
30 following information:

- 31 A. The date and time of the violation;
- 32 B. The nature of the violation, including the parking rule violated;
- 33 C. The amount of the fine, fee or charge for the violation and the payment due date for
34 the fine, fee or charge for the violation, which must be at least 10 business days after
35 the date of the written notice of the violation;
- 36 D. Payment instructions; ~~and~~
- 37 E. Contact information for the person or entity responsible for collecting the fine, fee
38 or charge for the violation; and
- 39 F. The motor vehicle's license plate number, state of registration and registration type.

