

Agenda
Town of Damariscotta, Maine
February 20, 2019, 5:30 PM
Damariscotta Town Hall

- I. Pledge of Allegiance**
- II. Community Conversation – Adult-Use Marijuana Ordinances**
- III. Call to Order**
- IV. Minutes**
 - 1. February 6 Meeting
- V. Financial Reports**
 - 1. Payroll Warrant
 - 2. Accounts Payable Warrants
 - 3. Annual Financial Audit- Fred Brewer
- VI. Presentations**
 - 1. Proposed Traffic Plan for Pumpkinfest - Larry Sidelinger
- VII. Citizen Comments and General Correspondence**
- VIII. Town Manager Items**
 - 1. Energy Committee Discussions
 - 2. Broad Reach Grant
 - 3. Possible Selectmen’s Workshop in early March
 - 4. Straw Vote on Annual Report Dedication/Spirit of American Tribute Recipient
- IX. Official Action Items**
 - 1. Winter Road Maintenance Contract
 - 2. Downtown Winter Maintenance Contract
- X. Selectmen’s Discussion Items**
- XI. Adjournment**

Town Manager Notes

February 20, 2019

BOARD OF SELECTMEN'S MEETING

Community Conversation – Adult-use Marijuana Ordinances- This will be a continuation of the January 2 and February 6 public discussions on the licensing and zoning of commercial marijuana establishments. At the meeting next week, citizens and businesses are being asked to provide their perspectives on adult-use marijuana establishments. The draft ordinance related to the licensing of adult-use establishments is attached. Also attached are drafts of both the Land Use Ordinance and the Site Plan Review Ordinance with the proposed amendments highlighted. The latter two drafts include additional changes being recommended by the Town Planner and Town's legal counsel during the past week. The changes in the Site Plan Review Ordinance shown with the blue highlighting consist of the addition of marijuana business-related definitions. The recommended changes in the Site Plan Review Ordinance highlighted in yellow are not specific to marijuana establishments and thus are not intended to be part of the discussion on Wednesday.

Financial Reports:

Annual Financial Audit- Fred Brewer will be providing the Board with copies of the auditor's report and will review it with you. Town staff have not yet received the report.

Presentations:

Proposed Traffic Plan for Pumpkinfest - Larry Sidelinger has asked for time on agenda to make a presentation to the Board regarding recommendations for traffic, parking and pedestrian safety during the Pumpkinfest weekend. The minutes of a January 24 meeting that lists the recommendations are attached.

Town Manager Items:

1. **Energy Committee Discussions** (verbal)
2. **Broad Reach Grant** (verbal)
3. **Possible Selectmen's Workshop in early March-** Among the topics that could be discussed at a workshop are the changes that Selectmen would like to see made in the draft licensing ordinances for medical and adult-use marijuana and the draft ordinance amendments related to the zoning for these establishments. There has been and will continue to be ample opportunity for public input on these issues. The intent of the workshop would be for the Selectmen to discuss among yourselves what you would like to have included in these ordinances and to provide staff with direction on the drafting of final documents that will ultimately be presented to Town Meeting.

Town Manager Notes

February 20, 2019

BOARD OF SELECTMEN'S MEETING

4. **Straw Vote on Annual Report Dedication/Spirit of American Tribute Recipient-** I am asking that the Board have a secret-ballot straw vote to select a recipient or recipients for these two annual recognition awards.

Official Action Items

1 & 2 Winter Road Maintenance and Downtown Winter Maintenance Contracts -The Town is currently in the third year of its three year contracts with Hagar Enterprises for winter plowing and treatment of Town roads outside of downtown and plowing and treatment the parking lot, streets and sidewalks in the downtown area. As shown in the attached contracts, the 2018-19 cost is \$150,381.75 for Town Roads while the 2018-19 cost for Downtown is \$101,110.

The two agreements each contain a provision that allows for extensions of two years with pricing to be negotiated with the contractor. An alternative approach being proposed by Seth Hagar provides for new fixed-price five-year contracts with negotiated pricing for additional two-year extensions. These two options assume continuation of the current provisions of the agreements except for the changes in pricing.

The Board has the option of either extending the contracts for two years for the pricing shown below, waiving Charter bid guidelines and entering into a new contract for five years also as shown below, or selecting a contractor through a new RFP process. Below is the information provided by Seth Hagar (in italics):

Option I

Two year extension:

Year 1:

Roads: 155,646.15

Downtown: 104,648.85

Year 2:

Roads: 160,315.54

Downtown: 107,788.32

Option II

New Five Year Fixed Contract:

I would propose a fixed 5 year contract with an option for 2, 1 year extensions. With this would come a cost savings of being able to stabilize the price with some stability in term.

Town Manager Notes

February 20, 2019

BOARD OF SELECTMEN'S MEETING

I would be willing to hold the cost of the contract for a total of 3 years. This would provide flat funding of the contract for this term with the same scope of work. I am further willing to limit the amount of the increase in the final two guaranteed years to 2.5% for the first year and 2% for the final year.

2020

Roads: 153,400.00

Downtown: 103,637.75

2021

Roads: 153,400.00

Downtown: 103,637.75

2022

Roads: 153,400.00

Downtown: 103,637.75

2023

Roads: 157,235.00

Downtown: 106,228.70

2024

Roads: 160,379.70

Downtown: 108,353.27

Option year 1: To be negotiated at time of renewal

Option year 2: To be negotiated at time of renewal

Recommended Actions:

- 1. Authorize the Town Manager to execute a five year agreement with Hagar Enterprises for Winter Road Maintenance in substantially the same form as the current agreement except for the changes in the dates and pricing outlined above.**
- 2. Authorize the Town Manager to execute a five year agreement with Hagar Enterprises for Downtown Winter Maintenance in substantially the same form as the current agreement except for dates and the changes in pricing outlined above.**

DAMARISCOTTA PUMPKINFEST
TRAFFIC-SAFETY-PARKING: DISCUSSION #1 – MINUTES
(Meeting held on January 24, 2019)

THE PROBLEMS:

TRAFFIC -SAFETY- PARKING

- (1) Traffic: recognize the danger of the combination of an unusual amount of traffic AND pedestrians crowded onto the same road throughout the festival, as well as in the event of an ambulance/evacuation/safety officer transit situation on Main Street
- (2) Safety: pedestrians walking into traffic because there is not enough sidewalk room for children & strollers
- (3) Parking: expand available parking lots to encourage shuttle use

THREE-DAY PLAN:

DAY 1 (Saturday - Parade in Downtown):

..... use back-harbor lot for shuttle bus parking/loading/unloading, and drive-loop to/from Main Street

..... extend closure of Main Street on Saturday (Parade day) from 2:00 – 4:00 p.m. to 1:00 – 5:00 p.m. from the Bristol Road/Highway 129 street light on the north side of downtown Damariscotta, to Mills Street/Highway 215 on the south side of downtown Newcastle. This extension will allow parade visitors to catch the shuttle without needing to crossing Main Street while inconvenienced-drivers impatiently drive through town

..... block-off central main street parking spots from Saturday-Monday with 'permanently placed' pedestrian barriers which would not be removed each night

..... during the closure, LCSO would divert traffic away from exiting onto the business route one ramp off northbound highway one

..... liberal use of pedestrian barricades & volunteers at DRA's Darrows Barn to keep cars from parking there, AND to keep shuttle bus loading/unloading area clear of other vehicles, AND to control pedestrians crossing Upper Main Street (example:

<https://www.rentnational.com/barricade-rentals/barricades>)

..... add picnic tables and more port-a-potties/bathrooms + an information & first-aid center in the back-harbor lot

DAY 2 (Sunday - Hurl/Hunt/Drop at DRA Darrows Barn):

..... liberal use of pedestrian barricades & volunteers at DRA's Darrows Barn to keep cars from parking there, AND to keep shuttle bus loading/unloading area clear of other vehicles, AND to control pedestrians crossing Upper Main Street (example:

<https://www.rentnational.com/barricade-rentals/barricades>)

..... cluster available volunteers and DPD/LCSO officers, especially during Hunt/Drop, at cross-walks on Upper Main Street

..... use downtown back-harbor lot for shuttle bus parking/loading/unloading, and drive-loop to/from Main Street

..... block-off central main street parking spots from Saturday-Monday with 'permanently placed' pedestrian barriers which would not be removed each night

..... add picnic tables and more port-a-potties/bathrooms + an information & first-aid center in the back-harbor lot

DAY 3 (Monday - Regatta at Harbor):

..... shut back-harbor parking lot entirely before regatta, as usual

..... shuttle busses will park/load/unload on Water Street (as InfoZone does not operate on Monday, and banks/post office will be closed for Columbus Day holiday), NOT Main Street

..... block-off central main street parking spots from Saturday-Monday with 'permanently placed' pedestrian barriers which would not be removed each night

..... add picnic tables and more port-a-potties/bathrooms + an information & first-aid center in the back-harbor lot

..... liberal use of pedestrian barricades & volunteers at DRA's Darrows Barn to keep cars from parking there, AND to keep shuttle bus loading/unloading area clear of other vehicles AND to control pedestrians crossing Upper Main Street (example:

<https://www.rentnational.com/barricade-rentals/barricades>)

DISCUSSION:

In the interest of public safety, an informal meeting was called by Larry Sidelinger, volunteer-shuttle, to formulate a plan (to use in discussions with the town managers/selectmen) which would address the triple issues of traffic, safety and parking.... whatever traffic-safety-parking plan eventually approved by town officials would be announced by the town, and would include a mix of pedestrian barriers, minimal street closures, shuttles, volunteers and public safety officers

The committee felt strongly that complete closure of Main Street from 10 a.m. – 6 p.m. on Saturday AND closure of Upper Main Street by DRA's Darrows Barn on Sunday mid-day, was not an acceptable option, and worked through various scenarios to develop the preceding alternative 'three-day plan'... *the aim of pumpkinfest always has been to benefit the twin villages, NOT to inconvenience the businesses/residents, so Main Street closures must be kept to the minimum time commensurate with public safety ...*

(reminder: during Main Street closures, ambulance crews must be staged at both ends of the closure, adding extra expense for the community-festival)

The three-day plan might necessitate development of additional parking lots for buses to load/unload. One suggestion was church/hospital parking lots, such as the Friends church & the Miles Home Health Care lots, both located at the intersection of Belvedere Road & Highway One. Further possibilities might be the Foster's Auction House lot, also on Highway One in Newcastle, and/or Nobleboro School lot on Center Street in Nobleboro...

the festival will encourage their event volunteers to use the shuttle to get to their events, OR park very early within the DRA Darrows barn venue... in 2018 the festival hired three school buses AND three 14-person vans, which were "full all the time" and an additional school bus would have been useful on Saturday ...

In attendance at the traffic-safety-parking meeting #1 were:

larry sidelinger, pumpkinfest – shuttle

yank@tidewater.net

jason warlick, Chief - Damariscotta Police Department

jwarlick@damariscottame.com

brendan kane, Lieutenant - Lincoln County Sheriff's Office

bkane@lincolnso.me

rand maker, Chief Deputy - Lincoln County Sheriff's Office

rmaker@lincolnso.me

buzz pinkham, pumpkinfest – founder/president

pumpkinbuzz@gmail.com

bill clark, pumpkinfest – founder/vice president

dax4247@gmail.com

wendy corlett, CFO - Lincoln Academy & pumpkinfest – merchandise

mainecorlett@gmail.com

jen york, pumpkinfest – founder/kidszone (unable to attend meeting #1)

jen.york72@gmail.com

kathy anderson, pumpkinfest – administrative

kathypaul7@aol.com

to be added to distribution list & future meeting notices will be:

mark doe, acting president - CLC – Ambulance Service

doeboy@midcoast.com

clayton huntley, Chief – Newcastle Fire Department

newcastlefd@roadrunner.com

john roberts, Chief – Damariscotta Fire Department

jroberts@damariscottame.com

MISSION STATEMENT:*The Mission of the "Damariscotta Pumpkinfest" is to promote education to citizens of all ages regarding the specific agricultural science required to grow giant pumpkins, and to provide local non-profit organizations with opportunities for dissemination of information on their activities and fundraising.*

Larry Sidelinger, volunteer-shuttle

Damariscotta Pumpkinfest & Regatta

yank@tidewater.net

207-632-4878 (cell)

207-563-7332 (o)

TOWN OF DAMARISCOTTA, MAINE
DOWNTOWN WINTER MAINTENANCE
SANDING, SALTING, and PLOWING

Three-Year Contract
Term: September 1, 2016 to August 31, 2019

This contract between the Town of Damariscotta, by and through its Board of Selectmen (referred to as "Selectmen"), and Hagar Enterprises Inc. (referred to as "Contractor") provides for services related to the salting, and plowing of the areas listed below. Administration of this contract for the Town shall be the responsibility of the Town Manager and the Town Road Commissioner. When the contract refers to "Contractor" it includes employees, and agents of the Contractor.

A. SERVICES:

Contractor agrees to remove snow ice that accumulates from sleet, freezing rain, snowfall or drifting snow from the streets, sidewalks and parking lot listed below between September 1, 2016 to August 31, 2017 of the first year, September 1, 2017 to August 31, 2018 of the second year and September 1, 2018 to August 31, 2019 of the third year. The streets, sidewalks and parking lots included in this contract are as follows:

1. Main Street Sidewalk & Other Sidewalks:

This includes Main Street sidewalks from the Information Center at the southwest end of Church Street to halfway across the Damariscotta/Newcastle Bridge, and sidewalks on Water Street, Cross Street, Theater Street, Elm Street to Lewis Point Road, the Bristol Road sidewalk from Main Street to the Firehouse Gallery, and the Bristol Road/Main Street island sidewalk. Note: The Maine Department of Transportation is responsible for plowing snow removal on Main Street (1B) travel lanes, while the Town contractor is responsible for snow removal from the resulting windrows and from sidewalks.

2. Parking lots:

Municipal Parking Lot: This includes the Municipal Lot between Main Street and the waterfront, including the boat launch ramp, the parking spaces that the Town is required to plow per 2011-2013 release deeds executed with Main Street building owners and western access point to the lot at Main Street, Taco Alley, and the eastern access at Water Street. A map showing the Municipal Parking Lot area that must be plowed and salted as part of this contract is attached as Appendix A.

3. Elm, Cross, Water and Theater Streets and Lewis Point Road

At the Selectmen's option, this agreement may be extended for two years, September 1, 2019 to August 31, 2021 (Years 4 and 5). The contractor shall provide the Town with a proposed updated payment schedule (See Section J) for the years 2019-2020 and 2020-2021 no later than eight months prior to the start of years 4 and 5. The Selectmen shall notify the Contractor of its exercise of option no later than six months prior to the start of the two year (Years 4 and 5) extension. .

B. INDEPENDENT CONTRACTOR.

The Contractor and its agents and employees, during the performance of this contract, shall act in an independent capacity and not as officers or employees of the Town of Damariscotta. Any and all workers needed to fulfill the obligations of this contract shall be employees or agents of the Contractor and the Contractor shall be solely responsible for complying with applicable State and Federal laws including, but not limited to, workers' compensation, employment security, and minimum wage. The Contractor is responsible for maintaining its equipment in a safe, operable, and legal condition.

C. PERFORMANCE REQUIREMENTS.

1. Contractor will provide and maintain manpower, materials and equipment necessary to satisfy the requirements of this contract.
2. Main Street and adjacent sidewalks and the municipal parking lot as defined in section A.2 above shall be plowed and treated as salt-priority areas in strict compliance with the Maine Department of Environmental Protection (DEP) Waste Snow Dump Permit #ME0102768. A copy of this permit is attached as Appendix B. In particular, the Contractor must comply with Section C and D under the "Special Conditions" section of the permit. The Contractor is aware that under this permit, these are the only areas from which snow can be removed and discharged into the Damariscotta River.

The Contractor is responsible for maintaining the records required under the snow discharge permit (Section D) including up-to-date records showing the approximate quantity of waste snow by date of discharge. This record log shall be made available to Town officials upon request. Also as required by DEP, the contractor must provide a list of all employees who will be providing services in the snow discharge area and shall ensure that all of these employees receive training on the requirements of the permit. The Contractor is not responsible for completing the "Best Practices" document since this will be prepared by the Town. All snow collected from Main Street sidewalks shall be discharged into the

River per the snow discharge permit and not blown, shoveled or plowed onto property outside of the public right-of-way.

3. The Contractor shall comply with the provisions contained in the Snow Disposal License Agreement with the River Falls Trust attached hereto as Appendix C.
4. The Contractor will commence plowing, sanding (where permitted) and salting when the snow on the road surface has reached a depth of no more than inch (1") on Elm, Cross, Water and Theater Streets and Lewis Point Road. Snow removal and sanding operations shall continue until roadways are cleared of snow to the ditch line or curbing. Careful attention shall be given to the melting action so as to remove any and all slush as soon as possible.
5. During severe storms or drifting, plows will continue to operate as necessary to maintain two-way traffic. Immediately following extreme conditions, snow will be plowed back to the curbing or ditch line of the roadways. Contractor must have communication equipped vehicles compatible with the Lincoln County communication system so that messages of urgency can reach the plowing or sanding vehicles Contractor must respond to messages of urgency from the Road Commissioner, or officials of the Town. The Town will provide the Contractor with the access necessary for the Contractor's vehicles to receive and send communications to County and Town personnel.
6. With the exception of the Elm Street sidewalk, snow removal, salting and sanding (where permitted) on all sidewalks and parking lots will begin prior to or immediately at the onset of a snow storm and continue through the duration of the storm. Elm St. sidewalks will only be cleared once at the end of the snowstorm and only one application of salt will be performed, Salt is to be applied to sidewalks and parking lots as required.
7. In the event of an ice storm, salting shall commence immediately and continue until all roadways, parking lots, and sidewalks are safe.
8. Contractor will follow MDOT methods and precautions of plowing, sanding and salting. Such methods and practices as excessive speed of plows and disregard of mailboxes must be controlled by the Contractor and will be monitored by the Road Commissioner. Contractor will fix or replace properly installed mailboxes or roadway traffic signs that have been hit or damaged by Contactor plows.
9. Contractor agrees to supply, deliver and stockpile all of the sand and salt required to properly carry out the Contractor's duties under this Contract. The contractor may store salt in the Town's Heater Road salt shed. All labor and equipment necessary to stockpile salt will be the responsibility of the Contractor. All salt will be equal to or better than the quality specified and used by the State of Maine. Salt shall be pre-mixed with sand at a proportion of at least 140 lbs. of salt to one cubic yard of sand. Any salt stored property on other than Town

property must be DEP approved. The Contractor shall furnish the Town with a copy of the DEP salt storage permit by September 15 of each year of the contract.

10. The Contractor will be responsible for loading salt into the trucks. The Contractor will be responsible for cleaning the area outside of the salt shed in accordance with Appendix D. The clean-up work will be done no later than May 15th of each year of this Contract or extensions thereof and will include the removal of all sand and salt debris from winter operations. Sand and salt shall be stored at the Town's facilities and used exclusively on Town of Damariscotta roads, parking lots and sidewalks. Contractor will allow the Town's Road Commissioner to take salt for treating Town facilities and with Town equipment. The Town shall reimburse the Contractor for the cost of this material.
11. Contractor will reimburse the Town, through direct payment or a deduction from the final annual payment to the Contractor, for the cost of replacement of fencing, signs, signposts, or guard posts that are damaged by reason of snow removal operations under this agreement, if the Road Commissioner determines that such damage could have been avoided by the Contractor.
12. Contractor will complete the initial treatment of Town facilities listed in this contract before proceeding to private contracts.
13. At the direction of the Road Commissioner or upon the request of the Police Chief or Fire Chief, the Contractor shall provide additional services to clear snow or apply sand at any emergency scene, the cost of which will be borne by the Contractor.
14. Contractor will provide the Road Commissioner a list of equipment and contact cell phone numbers not later than September 15th of each contract year.

D. INSURANCE.

Contractor agrees to maintain Commercial General Liability insurance with a limit of not less than \$1,000,000 for bodily injury and property damage claims which arise from snow removal or sanding operations under this contract. Contractor agrees to maintain Business Auto Liability insurance with a Combined Single Limit of not less than \$1,000,000. Contractor agrees to name the Town as an additional insured on both the General Liability and Business Auto Liability. Contractor agrees to maintain Workers Compensation coverage per Maine State Statute and Employers Liability with aggregate limits of not less than \$1,000,000. The contractor will require of their insurance company(ies) that

should any of the limits be changed or coverages be cancelled on the above mentioned policies, the contractor's insurance carrier(s) will notify the Town in writing in advance. The Contractor will provide to the Town a Certificate of Insurance evidencing the above mentioned coverages before the project begins and upon subsequent renewals for a period not less than two years after the project is completed. The Contractor is responsible for all subcontractors and will require the subcontractors meet the same insurance requirements.

E. SURETY BOND OR LETTER OF CREDIT.

The Contractor is required to execute and file with the Town either a surety bond or letter of credit covering the terms of these specifications in the amount of 65% of the current yearly payment due Contractor pursuant to Section I of this contract from a company authorized to do business in the State of Maine and satisfactory to the Town. Said executed surety bond or letter of credit shall be required for the faithful performance of this Contract and the indemnification of the Town against all loss by reason of any claims, deficits, objects, liens, encumbrances, damages, or cost of suit arising from the non-fulfillment of any provisions herein contained. The Contractor shall submit such surety bond or letter of credit to the Town by September 15th of each year of the Agreement.

F. SUPERVISION AND CONTROL.

The Contractor has a right and duty to supervise and control its own employees, agents and equipment. The Road Commissioner has a right to inspect winter road maintenance operations and notify the Contractor of any problems, errors or non-performance. The Road Commissioner may order that work be done in a satisfactory manner to be determined by Road Commissioner.

G. BILLS AND CLAIMS.

The Contractor is responsible for all costs for labor, materials, equipment, fuel, and other items incurred in the performance of this contract.

H. BREACH OF CONTRACT.

If the Contractor is in violation of any terms of the contract, or if the Selectmen or its representative is of the opinion that the work described in the contract is being performed unsatisfactorily, the Town shall immediately give oral notice to the Contractor and written notice to the Contractor's Surety. Upon receipt of such notice, the Contractor shall be given reasonable time ("reasonable time" may vary depending on the nature of the breach, and road and weather conditions) to

comply with the terms and conditions of the contract or rectify the unsatisfactory work. In the event that the Contractor still does not for whatever reason perform duties of the contract to the satisfaction of the Selectmen, or if the Contractor is not in compliance with the terms of the contract, the Town shall have the following options:

1. Terminate the Contract: The Selectmen may terminate the contract by sending the Contractor and the Contractor's Surety a written notice stating the reason for termination. Contractor shall be paid for all work that is satisfactorily done by that time, but the remainder of the money due under the contract may be used to obtain another contractor to maintain the roads.
2. Substitution: The Selectmen may hire a substitute contractor to plow and sand the roads for any period of time considered necessary. Substitution shall be paid from the remainder of any money due to the Contractor (but unearned) under the contract.
3. In the event the Town is unable to find a substitute contractor, the Town shall be entitled to receive from the Contractor as damages an amount equal to the higher of: (1) twice the outstanding balance which would have been paid by the Town if the Contractor had performed as agreed for the remainder of the current year of the Agreement; or (2) any actual, incidental and compensatory damages suffered by the Town as the result of the Contractor's failure to perform. Provision for such damages shall be made a condition of the bond.
4. The Selectmen shall seek any other legal remedies available to enforce the contract.

I. DISPUTE RESOLUTION.

If either party fails to perform according to any of the terms or conditions of this Agreement at the time and in the manner specified, such failure to perform shall constitute a breach of this Agreement.

The parties to this contract recognize that the primary goal of this agreement is to provide for the public safety of citizens using the roads and parking lots in Damariscotta. In keeping with this the parties agree to work together in the event of a disagreement during a snow storm or ice storm or other weather related emergency to provide for the public safety and to resolve any differences regarding work or interpretation of this agreement by mediation following the conclusion of the storm or weather related emergency. Such performance shall not be considered to be a waiver of the rights of either party under mediation.

In the event of a claim of non-performance by either party, the party claiming a breach by the other shall give the alleged breaching party notice by the quickest means possible, followed immediately by written notice to the address of the alleged breaching party as provided hereinafter. The immediate and written notice shall provide the other party with the exact nature of the alleged breach and exactly what the party should do to correct the breach.

- A. If the Town is alleging that the Contractor is in breach due to failure to clear snow or ice or some other specific violation of the work called for in the contract, the contractor shall immediately correct the alleged breach and in doing so does not waive its right to dispute the allegation in a later mediation as hereinafter provided. If the allegation of a breach occurs during a storm and related to the work of the Contractor and the Contractor refuses or fails to remedy the alleged breach immediately, placing the public at risk, the Town may terminate this agreement on seven (7) days' notice to the Contractor.
- B. If the Contractor is alleging that the Town is in breach and immediate action by the Town would correct the alleged breach by allowing the Contractor to perform its work then the Town shall immediately correct its action or failure to act . If the alleged breach concerns payment or non-weather or non-storm related actions by the Town, the Town shall, on notice of the exact nature of the claim, have seven business days to correct the alleged breach. If not so corrected, the Contractor may, on seven days' notice beginning at the time of refusal to correct, terminate the contract.
- C. Either party may invoke mediation in order to resolve the dispute prior to termination and such invocation of mediation shall toll the running of the seven day termination notice until mediation is complete. During the period pending mediation both parties shall continue to be bound by the duties and obligations under this contract. Such mediation shall be the sole remedy under this agreement
- D. The parties agree to submit any dispute to mediation under the Maine Mediation Service.. All mediation under this agreement shall be commenced not more than ten (10) days from the date of notice and completed not more than 21 days following such notice. Both parties, as a part of this agreement agree to cooperate fully with any mediator and the mediation process and to move such mediation along as rapidly as possible in order to minimize any negative effect or delay that such may have on the Town. The party losing the mediation shall be responsible for the cost of mediation and if both parties are found to be responsible, shall share the cost of the mediation equally.

J. SERVICE OF NOTICES.

In any case where it is desirable for the Town to serve upon the Contractor any notice or demand, it shall be sufficient to send a written or printed copy of said notice or demand by certified mail, return receipt requested, postage prepaid, addressed to:

Hagar Enterprises, Inc.
54 Biscay Road
Damariscotta, ME 04543

In any case where it is desirable for the Contractor to serve upon the Town any notice or demand, it shall be sufficient to send a written or printed copy of said notice or demand by certified mail, return receipt requested, postage prepaid, addressed to:

Town Clerk
Town of Damariscotta
21 School Street
Damariscotta, ME 04543

K. PAYMENT SCHEDULE.

The Selectmen agree to pay the Contractor for each agreement period as follows:

2016-2017	\$ 89,990
2017-2018	\$ 94,939.45
2018-2019	\$101,110

It is further agreed that payments to the Contractor shall be paid as follows: 1/9 of the contract price on or before the first day of each month, to begin on September 1st of each year of the contract and to end with a May 1st payment. Any initial payment each year will be held until the Contractor has provided proof of satisfaction of conditions of this contract which shall include but not be limited to insurance certificates for workers compensation and liability coverage, and performance bond or letter of credit.

L. LOADER OPERATIONS.

Should it become necessary to have snow removed during any Agreement Period Contractor will charge the following hourly rates to include the loader operator. All billings for such Loader operations shall be billed separately and shall be paid by the Town within thirty (30) days of receipt of Contractor's invoice.

2016-2017	\$ 120 per hour
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2017-2018 \$ 125 per hour
2018-2019 \$ 130 per hour

M. ASSIGNMENT, AMENDMENT, SEVERABILITY, AND JURISDICTION.

The Contractor's rights and duties under this contract cannot be assigned or transferred by the Contractor to another person or entity without the express written consent of the Selectmen. This contract may be amended only by written consent of the Selectmen. If any part of this contract is declared by a court to be void and unenforceable, the remainder of the contract continues to be valid and effective. This contract shall be interpreted and enforced pursuant to the Laws of the State of Maine.

N TOWN MEETING BUDGET APPROVAL

The fulfillment of this contract is contingent upon approved funding at Town Meeting.

Signed this 6th day of April, 2016,

Board of Selectmen

Robin Mayer
Robin Mayer

Ronn Orenstein
Ronn Orenstein

George Parker
George Parker

James Cosgrove
James Cosgrove

Joshua Pinkham
Joshua Pinkham

[Signature]
Contractor

TOWN OF DAMARISCOTTA, MAINE
WINTER ROAD MAINTENANCE
SANDING, SALTING, and PLOWING

Three-Year Contract
Term: September 1, 2016 to August 31, 2019

This contract between the Town of Damariscotta, by and through its Board of Selectmen (referred to as "Selectmen"), and Hagar Enterprises Inc. (referred to as "Contractor") provides for services related to the sanding, salting, and plowing of all Town roads exclusive of the roads covered in the Downtown Winter Maintenance Contract. The administration of this contract for the Town shall be the responsibility of the Town Manager and the Town Road Commissioner. When the contract refers to "Contractor" it includes employees and agents of the Contractor.

A. SERVICES:

Contractor agrees to remove snow, properly sand and control ice that accumulates from sleet, freezing rain, snowfall or drifting snow, from approximately twenty one and a half (21.5) miles of State-aid and Town streets and roads between September 1, 2016 to August 31, 2017 of the first year, September 1, 2017 to August 31, 2018 of the second year and September 1, 2018 to August 31, 2019 of the third year. The roads included in this contract are as follows: (distances are approximate):

<u>Street/ Road</u>	<u>From Rd/Section</u>	<u>To Rd/Section</u>	<u>Length</u>	<u>Priority</u>
1. Back Meadow	Main St	Nobleboro Town line	2.25	High
2. Belvedere	US Rt. 1	Nobleboro Town line	1.03	Med
3. Belvedere Ext.	Main St.	US Rt. 1	.10	High
4. Biscay*	Main St	Bremen Town Line	3.21	High
5. Branch	Belvedere	End	.36	Med
6. Bristol*	Main St	Bristol Town line	1.91	High
7. Center *	US Rt. 1	Nobleboro Town line	.39	High
8. Chapman	Church St	School St	.33	Med
9. Church	Main St (North)	Main St (South)	.97	High
10. Egypt	Biscay Rd	Back Meadow Rd	2.92	High
11. Hammond	Main St	Back Meadow Rd	.23	Med
12. High	Bristol Rd	School St	.29	High
13. Hodgdon	Church St. (East)	Church St. (West)	.80	Med
14. Keene Woods	Center St.	Loop of Keene Woods	.47	Med
15. Lessner	Biscay Rd	Bristol Town Line	1.57	Med
16. Midcoast	US Rt. 1	Center St.	.25	Med
17. Miles	Bristol Rd	End	.13	High
18. Oak	Biscay Rd	Biscay Rd	.16	Med
19. Pine Ridge	Bristol Rd	Loop of Pine Ridge	.72	Med
20. Pinkham	Biscay Rd	End	.44	Med
21. Pleasant	Church St	End	.13	Med
22. Rocky Run	Biscay Rd	Egypt Rd	.24	Med
23. School	Main St	Church St	.17	Med
24. School *	Main St	Bristol Rd.	.86	Med

25. Standpipe	Biscay Rd	Back Meadow Rd	.94	Med
26. Vine St	Church St	End	.13	Med
27. Westview	Bristol Rd	End	<u>.49</u>	Med
Total Miles			21.49	

*State-aid roads

**State Highway

In addition to the above road miles, Contractor agrees to clear and sand the Fire Station driveway and parking lot, Heater Road to the Town garage and bus turnarounds, a list of which will be provided annually.

At the Selectmen's option, this agreement may be extended for two years, September 1, 2019 to August 31, 2021 (Years 4 and 5). The contractor shall provide the Town with a proposed updated payment schedule (See Section J) for the years 2019-2020 and 2020-2021 no later than eight months prior to the start of years 4 and 5. The Selectmen shall notify the Contractor of its exercise of option no later than six months prior to the start of the two year (Years 4 and 5) extension.

B. INDEPENDENT CONTRACTOR.

The Contractor and its agents and employees, during the performance of this contract, shall act in an independent capacity and not as officers or employees of the Town of Damariscotta. Any and all workers needed to fulfill the obligations of this contract shall be employees or agents of the Contractor and the Contractor shall be solely responsible for complying with applicable State and Federal laws including, but not limited to, workers' compensation, employment security, and minimum wage. The Contractor is responsible for maintaining its equipment in a safe, operable, and legal condition.

C. PERFORMANCE REQUIREMENTS.

1. Contractor will provide and maintain manpower, materials and equipment necessary to satisfy the requirements of this contract.
2. As roads designated as high priority become coated with ice or snow, the Contractor shall apply salt or other melting agent on the crown of the road at a rate of no less than amounts shown on the Maine Local Roads Center Salt Application Chart attached to this contract as Attachment A. In the alternative, the contractor may use a salt brine or other melting agent as long as the use of this alternative melting agent achieves the same result as the use of salt. Moreover, at the Contractor's option, the Contractor may also use salt or a melting agent on medium priority roads to mitigate the effects icy conditions.
3. The Contractor will commence plowing, sanding and salting when the snow on the road surface has reached a depth of no more than one half inch (1/2") on high priority roads and one inch (1") on all other roads. Snow removal and sanding operations shall continue until roadways are cleared of snow to the ditch line. Careful attention shall be given to the melting action so as to remove any and all slush as soon as possible.
4. During severe storms or drifting, plows will continue to operate as necessary to maintain two-way traffic. Immediately following extreme conditions, snow will be plowed back to the ditch line of the roadways. Contractor must have communication equipped vehicles compatible with the Lincoln County communication system so that messages of urgency can reach the plowing or sanding

vehicles. Contractor must respond to messages of urgency from the Road Commissioner, or other officials of the Town. . The Town will provide the Contractor with the access necessary for the Contractor to receive and send communications to County and Town personnel.

5. In the event of an ice storm, sanding or salting shall commence immediately and continue until a safe traveling roadway is provided.
6. Contractor will follow Maine Department of Transportation (MDOT) methods and precautions of plowing, sanding and salting. Such methods and practices as excessive speed of plows and disregard of mailboxes must be controlled by the Contractor and will be monitored by the Road Commissioner. Contractor will fix or replace properly installed mailboxes or roadway traffic signs that have been hit or damaged by Contactor plows.
7. Contractor will provide and maintain manpower and equipment that satisfy the requirements of each of the years of the contract. The minimum equipment required to be dedicated to Damariscotta roads shall be as follows:
 - Two five-ton plow trucks with wing plows
 - One one-ton with wing plow
 - One one-ton with plow
 - Two of the above trucks including at least one of the five ton trucks need to be equipped with five yard or larger sanders.
 - Access to one grader
 - One bucket loader
 - Equipment to apply melting agent
8. The Fire Station driveway, parking lot and bay doors, located on the Biscay Road shall be cleared, shoveled and sanded shall be salted and sanded at the contractor's expense. Additionally, the entrance at the Fire Station must be kept clear throughout the storm. The Town Public Works Department shall be responsible for snow and ice removal on the walkways at the Fire Station.
9. Contractor agrees to supply, deliver and stockpile at the Town's sand and salt shed all of the sand and salt required to properly carry out the Contractor's duties under this Contract. All labor and equipment necessary to stockpile the sand and salt will be the responsibility of the Contractor. All sand and salt will be equal to or better than the quality specified and used by the State of Maine. Salt shall be pre-mixed with sand at a proportion of at least 140 lbs. of salt to one cubic yard of sand.
10. The Contractor will be responsible for loading sand and salt into the trucks. The Contractor will be responsible for cleaning the area outside of the sand and salt shed. The clean-up work will be done no later than May 15th of each year of this Contract or extensions thereof and will include the removal of all sand and salt debris from winter operations. Sand and salt shall be stored at the Town's facilities and used exclusively on Town of Damariscotta roads, parking lots and sidewalks. Contractor will allow the Town's Road Commissioner to take salted sand from the pile for sanding of Town facilities and ways with Town equipment. The Town shall reimburse the Contractor for the cost of these materials.

11. Contractor agrees to fully comply with the rules for use and maintenance of the Town's sand and salt storage facility which rules are attached hereto as Appendix B and incorporated herewith by reference.
12. Contractor will reimburse the Town, through direct payment or a deduction from the final annual payment to the Contractor, for the cost of replacement of guardrails, signs, signposts, or guard posts that are damaged by reason of snow removal operations under this agreement, if the Road Commissioner determines that such damage could have been avoided by the Contractor.
13. Contractor shall perform its Town responsibilities prior to allocating the resources identified in section C.6 to any other job.
14. Contractor will provide the Selectmen a list of equipment and contact cell phone numbers not later than September 15th of each contract year.

D. INSURANCE.

Contractor agrees to maintain Commercial General Liability insurance with a limit of not less than \$1,000,000 for bodily injury and property damage claims which arise from snow removal or sanding operations under this contract. Contractor agrees to maintain Business Auto Liability insurance with a Combined Single Limit of not less than \$1,000,000. Contractor agrees to name the Town as an additional insured on both the General Liability and Business Auto Liability. Contractor agrees to maintain Workers Compensation coverage per Maine State Statute and Employers Liability with aggregate limits of not less than \$1,000,000. The contractor will require of their insurance company(ies) that should any of the limits be changed or coverages be cancelled on the above mentioned policies, the contractor's insurance carrier(s) will notify the Town in writing in advance. The Contractor will provide to the Town a Certificate of Insurance evidencing the above mentioned coverages before the project begins and upon subsequent renewals for a period not less than two years after the project is completed. The Contractor is responsible for all subcontractors and will require the subcontractors meet the same insurance requirements.

E. SURETY BOND OR LETTER OF CREDIT.

The Contractor is required to execute and file with the Town either a surety bond or letter of credit covering the terms of these specifications in the amount of 65% of the current yearly payment due Contractor pursuant to Section I of this contract from a company authorized to do business in the State of Maine and satisfactory to the Town. Said executed surety bond or letter of credit shall be required for the faithful performance of this Contract and the indemnification of the Town against all loss by reason of any claims, deficits, objects, liens, encumbrances, damages, , or cost of suit arising from the non-fulfillment of any provisions herein contained. The Contractor shall submit such surety bond or letter of credit to the Town by September 15th of each year of the Agreement.

F. SUPERVISION AND CONTROL.

The Contractor has a right and duty to supervise and control its own employees, agents and equipment. The Road Commissioner has a right to inspect winter road maintenance operations and notify the Contractor of any problems, errors or non-performance. The Road Commissioner

may order that work be done in a satisfactory manner to be determined by the Road Commissioner.

G. BILLS AND CLAIMS.

The Contractor is responsible for all costs for labor, materials, equipment, fuel, and other items incurred in the performance of this contract.

H. BREACH OF CONTRACT.

If the Contractor is in violation of any terms of the contract, or if the Selectmen or its representative is of the opinion that the work described in the contract is being performed unsatisfactorily, the Town shall immediately give oral notice to the Contractor and written notice to the Contractor's Surety. Upon receipt of such notice, the Contractor shall be given reasonable time ("reasonable time" may vary depending on the nature of the breach, and road and weather conditions) to comply with the terms and conditions of the contract or rectify the unsatisfactory work. In the event that the Contractor still does not for whatever reason perform duties of the contract to the satisfaction of the Selectmen, or if the Contractor is not in compliance with the terms of the contract, the Town shall have the following options:

1. Terminate the Contract: The Selectmen may terminate the contract by sending the Contractor and the Contractor's Surety a written notice stating the reason for termination. Contractor shall be paid for all work that is satisfactorily done by that time, but the remainder of the money due under the contract may be used to obtain another contractor to maintain the roads.
2. Substitution: The Selectmen may hire a substitute contractor to plow and sand the roads for any period of time considered necessary. Substitution shall be paid from the remainder of any money due to the Contractor (but unearned) under the contract.
3. In the event the Town is unable to find a substitute contractor, the Town shall be entitled to receive from the Contractor as damages an amount equal to the higher of: (1) twice the outstanding balance which would have been paid by the Town if the Contractor had performed as agreed for the remainder of the current year of the Agreement; or (2) any actual, incidental and compensatory damages suffered by the Town as the result of the Contractor's failure to perform. Provision for such damages shall be made a condition of the bond.
4. The Selectmen shall seek any other legal remedies available to enforce the contract.

I. DISPUTE RESOLUTION.

If either party fails to perform according to any of the terms or conditions of this Agreement at the time and in the manner specified, such failure to perform shall constitute a breach of this Agreement.

The parties to this contract recognize that the primary goal of this agreement is to provide for the public safety of citizens using the roads and parking lots in Damariscotta. In keeping with this the parties agree to work together in the event of a disagreement during a snow storm or ice storm or other weather related emergency to provide for the public safety and to resolve any differences regarding work or interpretation of this agreement by mediation following the

conclusion of the storm or weather related emergency. Such performance shall not be considered to be a waiver of the rights of either party under mediation.

In the event of a claim of non-performance by either party, the party claiming a breach by the other shall give the alleged breaching party notice by the quickest means possible, followed immediately by written notice to the address of the alleged breaching party as provided hereinafter. The immediate and written notice shall provide the other party with the exact nature of the alleged breach and exactly what the party should do to correct the breach.

A. If the Town is alleging that the Contractor is in breach due to failure to clear snow or ice or some other specific violation of the work called for in the contract, the contractor shall immediately correct the alleged breach and in doing so does not waive its right to dispute the allegation in a later mediation as hereinafter provided. If the allegation of a breach occurs during a storm and related to the work of the Contractor and the Contractor refuses or fails to remedy the alleged breach immediately, placing the public at risk, the Town may terminate this agreement on seven (7) days' notice to the Contractor.

B. If the Contractor is alleging that the Town is in breach and immediate action by the Town would correct the alleged breach by allowing the Contractor to perform its work then the Town shall immediately correct its action or failure to act. If the alleged breach concerns payment or non-weather or non-storm related actions by the Town, the Town shall, on notice of the exact nature of the claim, have seven business days to correct the alleged breach. If not so corrected, the Contractor may, on seven days' notice beginning at the time of refusal to correct, terminate the contract.

C. Either party may invoke mediation in order to resolve the dispute prior to termination and such invocation of mediation shall toll the running of the seven day termination notice until mediation is complete. During the period pending mediation both parties shall continue to be bound by the duties and obligations under this contract. Such mediation shall be the sole remedy under this agreement

D. The parties agree to submit any dispute to mediation under the Maine Mediation Service.. All mediation under this agreement shall be commenced not more than ten (10) days from the date of notice and completed not more than 21 days following such notice. Both parties, as a part of this agreement agree to cooperate fully with any mediator and the mediation process and to move such mediation along as rapidly as possible in order to minimize any negative effect or delay that such may have on the Town. The party losing the mediation shall be responsible for the cost of mediation and if both parties are found to be responsible, shall share the cost of the mediation equally.

I. PAYMENT SCHEDULE.

The Selectmen agree to pay the Contractor for each agreement period as follows:

Roads listed Section A:

2016-2017 cost per mile \$ 6,225 times 21.5 miles = \$ 133,837.50

2017-2018 cost per mile \$ 6,598.50 times 21.5 miles = \$ 141,867.75
2018-2019 cost per mile \$ 6,994.50 times 21.5 miles = \$ 150,381.75

Heater Road, Fire Station parking lot and driveway, and bus turnarounds:

2016-2017 \$ 1.00
2017-2018 \$ 1.00
2018-2019 \$ 1.00

It is further agreed that payments to the Contractor shall be paid as follows:

1/9 of the contract price on or before the first day of each month, to begin on September 1st of each year of the contract and to end with a May 1st payment.

Any initial payment each year will be held until the Contractor has provided proof of satisfaction of conditions of this contract which shall include but not be limited to insurance certificates for workers compensation and liability coverage, and performance bond or letter of credit.

J. ASSIGNMENT, AMENDMENT, SEVERABILITY, AND JURISDICTION.

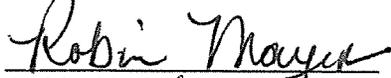
The Contractor's rights and duties under this contract cannot be assigned or transferred by the Contractor to another person or entity without the express written consent of the Selectmen. This contract may be amended only by written consent of the Selectmen. If any part of this contract is declared by a court to be void and unenforceable, the remainder of the contract continues to be valid and effective. This contract shall be interpreted and enforced pursuant to the Laws of the State of Maine.

K. TOWN MEETING BUDGET APPROVAL

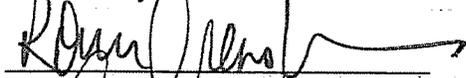
The fulfillment of this contract is contingent upon approved funding at Town Meeting.

Signed this 6th day of April, 2016,

Board of Selectmen



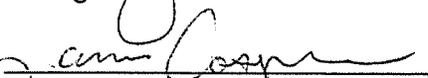
Robin Mayer



Ronn Orenstein



George Parker



James Cosgrove



Joshua Pinkham


Contractor

DAMARISCOTTA ADULT USE MARIJUANA LICENSING ORDINANCE

§903.1 - Authority.

This ordinance is enacted pursuant to authority granted under 30-A M.R.S. § 3001, and 28-B M.R.S. § 401.

§903.2 - Purpose.

The purpose of this ordinance is to provide procedures and standards relating to the operation of adult use marijuana establishments and to require their annual licensing.

§903.3 - Definitions.

As used in this ordinance, unless the context otherwise indicates, the following terms have the following meanings.

Adult use marijuana: marijuana cultivated, manufactured, distributed or sold by a marijuana establishment.

Adult use marijuana product: a marijuana product that is manufactured, distributed or sold by a marijuana establishment.

Disqualifying drug offense: a conviction for a violation of a state or federal controlled substance law that is a crime punishable by imprisonment for one year or more, but does not include (1) An offense for which the sentence, including any term of probation, incarceration or supervised release, was completed 10 or more years earlier; or (2) An offense that consisted of conduct that would have been permitted under the Maine Adult Use Marijuana Act.

Home cultivation of marijuana: cultivation for personal adult use by a person 21 years of age or older, which is limited to cultivation of three (3) mature marijuana plants, twelve (12) immature marijuana plants, and an unlimited number of seedlings by each person 21 years of age or older who is domiciled on a parcel or tract of land.

Marijuana cultivation: the planting, propagation, growing, harvesting, drying, curing, grading, trimming or other processing of marijuana for use or sale. "Cultivation" or "cultivate" does not include manufacturing, testing or marijuana extraction.

Marijuana cultivation facility: means a facility licensed under state law to purchase marijuana plants and seeds from other cultivation facilities; to cultivate, prepare and package adult use marijuana; to sell adult use marijuana to products manufacturing facilities, to marijuana stores and to other cultivation facilities; and to sell marijuana plants and seeds to other cultivation facilities and immature marijuana plants and seedlings to marijuana stores. Cultivation facilities are categorized into tiers based on the number of adult plants and usable square footage for cultivation.

Marijuana establishment: a cultivation facility, a products manufacturing facility, a testing facility or a marijuana store licensed under state law.

Marijuana manufacturing or manufacture: the production, blending, infusing, compounding or other preparation of marijuana and marijuana products, including, but not limited to, marijuana extraction or preparation by means of chemical synthesis. "Manufacturing" or "manufacture" does not include cultivation or testing.

Marijuana product: a product composed of marijuana or marijuana concentrate and other ingredients that is intended for use or consumption. "Marijuana product" includes, but is not limited to, an edible marijuana product, a marijuana ointment and a marijuana tincture. "Marijuana product" does not include marijuana concentrate.

Marijuana products manufacturing facility: a facility licensed under state law to purchase adult use marijuana from a cultivation facility or another products manufacturing facility; to manufacture, label and package adult use marijuana and adult use marijuana products; and to sell adult use marijuana and adult use marijuana products to marijuana stores and to other products manufacturing facilities.

Marijuana store: a facility licensed under state law to purchase adult use marijuana, immature marijuana plants and seedlings from a cultivation facility, to purchase adult use marijuana and adult use marijuana products from a products manufacturing facility and to sell adult use marijuana, adult use marijuana products, immature marijuana plants and seedlings to consumers.

Marijuana testing facility: a facility licensed under state law to develop, research and test marijuana, marijuana products and other substances.

§903.4 – Establishments allowed; License required.

- (1) Pursuant to 28-B M.R.S. §403, the operation of marijuana establishments is allowed, subject to the restrictions of this ordinance and applicable state and local law.
- (2) No person shall operate a marijuana establishment, nor shall any property owner permit the use of his or her premises to be operated as a marijuana establishment, without a valid license issued by the Town. A separate type of license must be obtained for each establishment located on the same premises. Each license shall be for a period of one year from the date of its issuance. A license must be obtained prior to the opening of a marijuana establishment. Applications for renewal licenses shall be submitted at least ninety (90) days prior to expiration of the existing term. Any licensee that fails to submit a renewal application by the applicable deadline shall not have authority to operate until a license is granted.

§903.5 - Application.

Each applicant for a marijuana establishment license shall complete and file an application on the form provided by the Town Clerk, together with the applicable nonrefundable license 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 a 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 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 type of establishment, the precise nature of the business, and 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 marijuana establishment.
- (8) Evidence of an interest in the premises in which the 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 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 marijuana establishment, including any applicable food or victualer's license.
- (11) Evidence of compliance with the requirements of this ordinance.

If the Town Clerk determines that a submitted application is not complete, the clerk shall notify the applicant within ten (10) business days of the additional information required to process the

application. If such additional information is not submitted within thirty (30) days of the clerk's request, the application may be denied.

§903.6 - 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 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.

§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 days prior to the date of the scheduled public hearing. Costs of the hearing notice shall be paid out of the license and processing fee.
- (2) *Board of Selectmen action.* The Board, after notice and public hearing, shall determine whether the applicant complies with the requirements of this ordinance. Upon such determination by the council, the Town Clerk shall be authorized to issue the license.

§903.8 - Status of license—Display.

No license issued under this ordinance may be assigned or transferred to another entity. Any change in ownership or change in the officers of an owner shall require a new license. Licenses are limited to the premises for which they are issued and are not transferable to another location. The license shall be displayed in a conspicuous place in the marijuana establishment for which the license is issued.

§903.9 - Duty to update information.

Any licensee issued a license under this ordinance shall have the duty to maintain updated and accurate information regarding all of the information provided pursuant to the application process within ten days of any change of status. Failure to provide and maintain current and accurate information may result in revocation of the applicant's license.

§903.10 - Standards for approval, denial, revocation.

A license application for a 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.
- (6) Has been convicted of a disqualifying drug offense.
- (7) Has provided false or misleading information in connection with the license application.

§903.11 - Operating Requirements.

In order to obtain a license pursuant to this ordinance, the applicant shall demonstrate to the Board of Selectmen that the following requirements will be met. A licensee shall comply with all of these requirements during the term of the license.

(1) *Fixed location.*

All licensed premises shall be fixed, permanent locations. Licensees shall not be permitted to operate marijuana establishments in other than the licensed premises, such as at farmer's markets, farm stands or kiosks.

(2) *Security.*

(a) The licensed premises shall have lockable doors and windows and shall be served by an alarm system that includes automatic notification to local emergency services authorities. Upon notification of an alarm, the licensee or an authorized representative must respond to the premises.

(b) The licensed premises shall have video surveillance capable of covering the exterior and interior of the facility. The video surveillance system shall be operated with continuous recording twenty-four hours per day, seven days per week and video shall be retained for a minimum duration of thirty (30) days. Such records shall be made available to law enforcement agencies when investigating a criminal complaint.

(c) The licensed premises shall have exterior spot lights with motion sensors covering the full perimeter of the building(s).

(3) *Ventilation.*

(a) The licensed premises shall comply with all odor and air pollution standards established by ordinance.

(b) All marijuana establishments shall 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.

(4) *Loitering.*

The facility owner/operator shall make adequate provisions to prevent patrons or other persons from loitering on the premises. It shall be the licensee's obligation to ensure that anyone found to be loitering or using marijuana or marijuana products in the parking lot or other outdoor areas of a licensed premises is ordered to leave.

(5) *Compliance with requirements of state and local law.*

A marijuana establishment shall meet all operating and other requirements of state and local law. To the extent the state has adopted or adopts in the future any law or regulation governing marijuana establishments that conflicts in any way with the provisions of this ordinance, the more restrictive shall control.

§903.12 - Violations; penalties.

In addition to revocation or suspension of a medical marijuana establishment license as provided in this ordinance, the violation of any provision of this ordinance shall be punished by a fine of not less than \$500.00 nor more than \$2,500.00 for each offense. Each act of violation and every day upon which any such violation shall occur shall constitute a separate offense. In addition to such penalty, the Town may enjoin or abate any violation of this ordinance. All fines and penalties, together with costs of prosecution of violations, which shall include the Town's cost and attorney's fees, shall inure to the benefit of the Town. This section shall be enforced by the Damariscotta Police Chief, the Damariscotta Code Enforcement Officer, and/or their designees. Notice of violations by marijuana establishment licensees of other provisions of this Code shall be provided to the Police Chief, Town officers, and Town Attorney.

§903.13 – Limitations in licenses. Lottery.

No more than the specified quantities of licenses shall be issued.

Marijuana store:	2
Cultivation Facilities:	
Tier 1 (≤ 30 adult plants, ≤ 500 sq. ft.)	4
Tier 2 (≤ 2000 sq. ft.)	3
Tier 3 (≤ 7000 sq. ft.)	2
Tier 4 (≤ 20,000 sq. ft.)	0
Nursery (≤ 1000 sq. ft.)	3
Marijuana manufacturing facility:	1
Marijuana testing facility:	4

In the event that a greater number of valid license applications (including the applicable fees) are submitted than can be issued within these limitations, a lottery shall be conducted to randomly

determine which qualified applicants shall have the first opportunity to receive the public hearings required to complete the licensing process pursuant to this ordinance.

§903.14 - License fees.

The annual license fees shall be set by the Board of Selectmen as part of the Town's licensing and permit fee schedule.

§903.15 - Severability.

If any section, phrase, sentence or portion of this ordinance is for any reason held invalid by any court of competent jurisdiction, such portion shall be deemed a separate, distinct, and independent provision, and such holding shall not affect the validity of the remaining portions thereof.

§903.16 - Appeals.

An appeal from any final decision of the Board of Selectmen under this ordinance may be taken by any party to Board of Appeals within 30 days of the decision, pursuant to Board of Appeals Ordinance Section 5(A)(3).