



**Town of Camden
Select Board
June 17, 2025 –
French Conference Room**

Select Board meetings are
web streamed at: www.youtube.com/TownofCamdenMaine

For those wishing to participate remotely, please click the link below to join the zoom meeting:
<https://us02web.zoom.us/j/82053577680>

Call to Order

1. Public Comment on Non-Agenda Items
2. Approval of Board Minutes –May 20, 2025 & June 3, 2025
3. Presentation – Harbor Resiliency
4. Select Board Reports
5. Town Manager’s Report
6. Action Items
 - a) Set a Date for a Select Board Training and Goal Setting Workshop
 - b) Approval of Agreement with Northeast Mobile Health Services for Emergency Medical Services
 - c) Approval of Order for 39 Main Street – Dangerous Building
7. Adjournment

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**Camden Select Board
Minutes of Meeting
May 20, 2025**

PRESENT: Vice Chair Christopher Nolan, Alison McKellar, Ken Gross, Town Manager Audra Caler.

ABSENT: Susan Dorr and Tom Hedstrom

Please go to <http://www.youtube.com/TownofCamdenMaine> to view the entire meeting or the video recording minute marks in these minutes to hear full discussion. Please note [MRS Title 1, §403 Record of meetings](#) only requires recording of attendance of members and actions of the Board. The statute also states that video and audio recordings of public meetings satisfies the requirement, should any conflict arise between these minutes and the video record, the video record is considered the official public record.

Vice Chair Nolan called the meeting to order. ([Minute Mark 0:59](#))

The Select Board meeting began with a tribute to three deceased community members: Ed Doudera, Tom Quantrell, and Marlene Libby, followed by a dedication of the town's annual report to Elaine Davis, a long-time resident for her decades of volunteer service

1. Public Comment on Non-Agenda Items –([Minute Mark 11:56](#))
No public comment

McKellar moved, Gross seconded to approve both sets of minutes as written. The motion passed on a 3-0-0 vote.

2. Public Hearings: (*New Owners require a public hearing for first 5 years*)
([Minute Mark 12:58](#))

- a) Barren's Restaurant at 2 Wayfarer Drive for a renewal Class A Restaurant Liquor License
- b) Camden Charcuterie at 56 Elm Street, Unit A for a new Class A Restaurant Liquor License
- c) Peter Ott's (new owners) at 16 Bay View Landing for a new Class A Restaurant Liquor License
- d) Salt Wharf at 3 Wayfarer Drive for a renewal Class A Restaurant Liquor License
- e) Villager Café at 25 Mechanic Street for a new Class A Restaurant Liquor License

Nolan opened for public hearing for any opponents and proponents.

Dale Turk from Lincolnville introduced himself as the new owner of Peter Ott's and hoping to take the business to the next level.

Gross moved; McKellar seconded to approve the liquor licenses listed above. The motion passed on a 3-0-0 vote.

4. Consent Agenda ([Minute Mark 15:52](#))
 - a) Approval of renewal Victualer & Lodging Licenses: Blue Barren, Camden Charcuterie, Camden Cone, Cedar Crest Inn, Fresh Restaurant, Harbor Dogs, Norumbega Inn, Paper Plane, Peter Ott's, Salt Wharf, Swan House
 - b) Approval of Camden Hills Regional High Schools March Thru Town on Monday, June

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55
56 **Adopted**

- 57
58 5. Select Board Reports ([Minute Mark 17:00](#))
59 No Reports

- 60
61 6. Town Manager’s Report ([Minute Mark 17:10](#))
62 The Steamboat Landing reconstruction is now complete and is more storm-resilient, with
63 new cement planks and floats in place. Town reports are available, including the dedication
64 to Elaine Davis, and offer useful background for voting. The May newsletter provides brief
65 summaries of all warrant articles for voter reference and is available on the
66 communications page on the [town website](#) and you can also contact Communications
67 Coordinator Holly Anderson to sign up to receive the newsletters electronically.

- 68
69 7) Discussion Items ([Minute Mark 19:05](#))

- 70 a) Sagamore Farm Solar Buyout & Expansion
71 Manager Caler noted in 2017, Camden entered a power purchase agreement with
72 ReVision Energy for a solar array at Sagamore Farm. After about 6–7 years, the town
73 now has the option to buy out the array, becoming its owner and using the generated
74 electricity to offset municipal power costs. A group of residents has researched the
75 buyout and is also exploring the potential expansion of the solar array to increase
76 benefits to the town.

77
78 Paul Stancioff – Camden resident and part of CamdenCan recommends Camden buy
79 out the Sagamore Farm solar array for ~\$200K, offering a strong return and full
80 payback in ~6 years through energy savings. They also suggest retiring renewable
81 energy credits (RECs) to support local emissions reduction. Timely action is urged due
82 to potential changes in federal incentives.

83
84 Select Board Vice Chair and Town Manager brought this forward to revisit the solar
85 array buyout. While initial funding via the Tree Conservation Fund raised concerns,
86 alternative funding (Energy Conservation Reserve Fund or unassigned balance) is
87 viable. Expansion can be pursued later; the current focus is timely buyout approval by
88 June 15 to secure terms. A detailed summary and financial memo will be prepared for
89 public review by May 30, ahead of a potential June 3 vote.

- 90
91 8. Action Items

- 92 a) Daysailer Request to Permanently Switch License: Sloop Heritage to Sloop Inherit
93 the Wind ([Minute Mark 52:31](#))
94 Manager Caler explained that Jeff Beck, owner of *Sloop Heritage*, needed repairs
95 done to his boat and temporarily operated *Inherit the Wind* under his existing license
96 while those repairs were underway. The repairs turned out to be more complicated
97 and expensive than expected, so he’s now reached an agreement with the owner of
98 *Inherit the Wind* to permanently transfer his operating license to that vessel.

99
100 Harbormaster Pixley noted this vessel is the same size and type as the previous one,
101 operated by the same person. No new applicants are pending, and ordinance gives
102 preference to existing license holders. The situation mirrors a past precedent with
103 the Lazy Jack boats and that raised no controversy.

105 **McKellar moved, Gross seconded to approve the daysailer request to**
106 **permanently switch license: Sloop Heritage to Sloop Inherit the Wind. The**
107 **motion passed on a 3-0-0 vote.**
108

109 b) Approval of new Police Cruiser ([Minute Mark 55:44](#))

110 Chief Gagne requested Select Board approval to purchase a 2025 Ford SUV gas
111 hybrid police cruiser for \$47,358. The cruiser would replace a high-mileage 2019
112 Dodge Charger and help modernize the fleet, which includes several older vehicles.
113 The department has \$60,000 in the cruiser reserve fund, built up over two years.
114 The hybrid was chosen for its fuel efficiency and reduced idling, essential for police
115 operations. Fully electric options are not viable yet due to battery limitations. The
116 cruiser is available immediately from a trusted dealer, and purchasing before July 1
117 avoids potential price increases or delays.

118 **Gross moved, McKellar seconded to approve the purchase of a 2025 Ford SUV**
119 **gas hybrid police cruiser not to exceed \$60,000 to be taken from the Police**
120 **Cruiser Reserve Fund. The motion passed on 3-0-0.**
121
122

123 c) Approval of 39 Main Street Dangerous Building Order ([Video Recording Minute](#)
124 [Mark 1:06:49](#))

125 **39 Main Street Interim Order Update**

126 Jeremy Martin reported the board on the Lacouture's fulfilled the requirements
127 (items A-H) from a prior interim order following two hearings. Most items, including
128 insurance, structural and electrical assessments, DOT communication, and
129 wastewater inspections, were completed satisfactorily. However, item H—proof of
130 financial capacity—did not meet the specified format (e.g., no irrevocable letter of
131 credit or construction bond), though some financial evidence was submitted. The
132 board will now determine if all requirements were adequately met before discussing
133 the next steps for the project's timeline. progress on the Select Board's interim order.

134
135 Amy and David Lacouture reported that the propane line runs under the sidewalk,
136 not beneath the building, and is monitored by the JLP system. A review of the
137 wastewater system confirmed the sewer lateral was replaced in 1997 and is
138 functioning properly. She addressed and corrected earlier inaccurate claims about
139 shared systems and safety risks, presenting evidence to dispute the buildings
140 previously described level of danger.

141
142 **Next Steps for the Lacouture's for 39 Main Street Repairs**

143 Board discussion: The Lacouture's need to provide in writing an assessment plan
144 from Thornton Tomasetti contractor stating the current structural stability of the
145 building and the urgency level of repairs needed, particularly for the eastern pier,
146 increase the financial guarantee from \$168,000 to \$200,000 through First National
147 Bank as required by the Select Board, submit complete engineering plans with
148 sequencing and implementation details by July 1st, work with Sebago Technics and
149 Thornton Tomasetti to develop a specific plan for dewatering and protecting the river
150 during the temporary pier stabilization, apply for and obtain Zoning Board of
151 Appeals variance due to substantial improvement requirements in the flood zone,
152 obtain required permits from DEP and Army Corps of Engineers, including shoreline
153 zoning and floodplain permits and submit erosion control plan following DEP
154 requirements for the temporary repair work.
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McKellar moved, Gross seconded to table the Interim Order until June 17th Board meeting, based on all criteria is met from tonight’s Board discussion. The motion passed on a 3-0-0 vote.

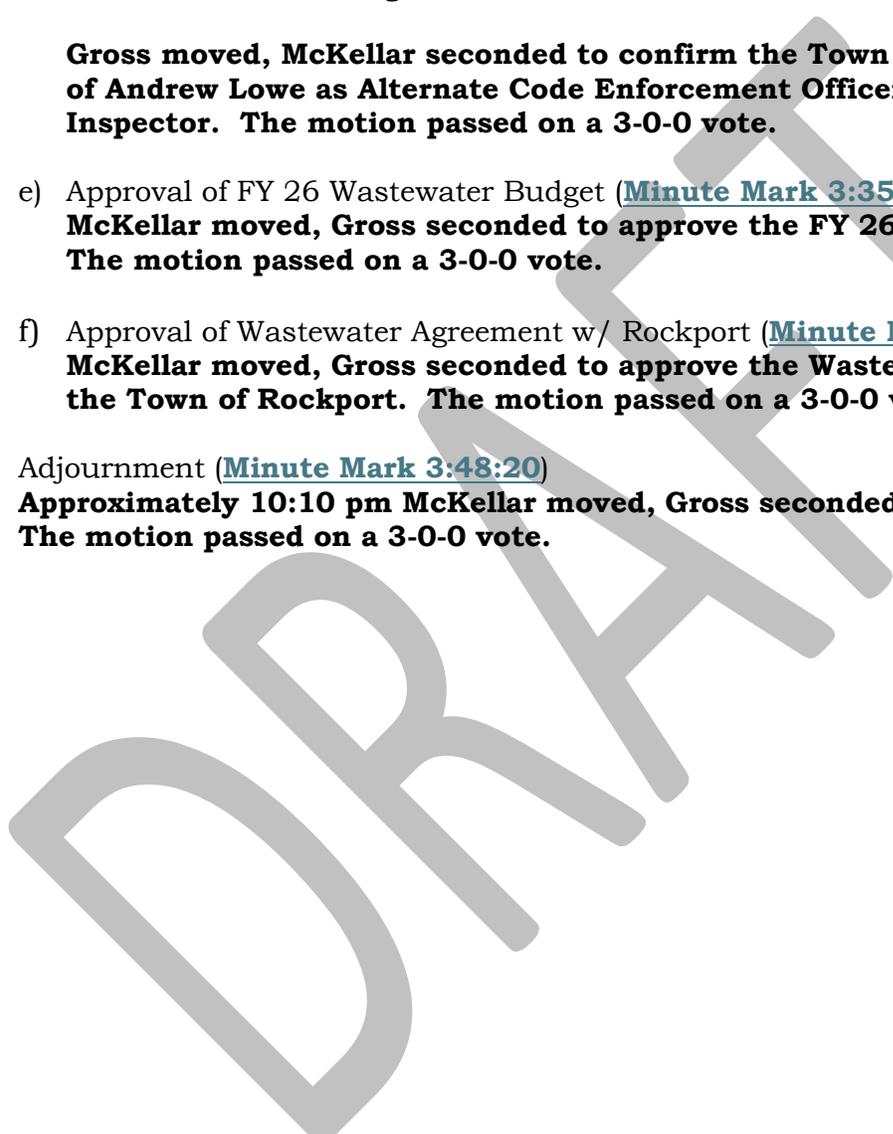
- d) Confirmation of Alternate Code Enforcement Officer Andrew Lowe ([Minute Mark 3:33:33](#))
The alternate code enforcement officer and plumbing inspector will provide coverage when the Camden’s regular officers are unavailable.

Gross moved, McKellar seconded to confirm the Town Manager’s appointment of Andrew Lowe as Alternate Code Enforcement Officer and Plumbing Inspector. The motion passed on a 3-0-0 vote.

- e) Approval of FY 26 Wastewater Budget ([Minute Mark 3:35:32](#))
McKellar moved, Gross seconded to approve the FY 26 Wastewater Budget. The motion passed on a 3-0-0 vote.

- f) Approval of Wastewater Agreement w/ Rockport ([Minute Mark 3:35:37](#))
McKellar moved, Gross seconded to approve the Wastewater Agreement with the Town of Rockport. The motion passed on a 3-0-0 vote.

- 9. Adjournment ([Minute Mark 3:48:20](#))
Approximately 10:10 pm McKellar moved, Gross seconded to adjourn the meeting. The motion passed on a 3-0-0 vote.



**Select Board Minutes
Minutes of Meeting
June 3, 2025**

PRESENT: Chair Susan Dorr, Vice Christopher Nolan, Alison McKellar, Ken Gross and Town Manager Audra Caler

ABSENT: Tom Hedstrom

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Chair Dorr called the meeting to order.

1. Public Comment on Non-Agenda Items: ([Video Recording Minute Mark 0:24](#))

No Public Comment

2. Consent Agenda ([Video Recording Minute Mark 0:32](#))

a) Confirmation of new library trustee, Will Dailey of Camden

b) Approval of renewal Victualer & Lodging Licenses: 40 Paper, Blackberry Inn, Camden Deli, Camden Windward House, Captain Swift Inn, Inn at Camden Place, Lyman Morse Boatbuilding, and Timbercliffe Cottage Inn

Nolan raised a question about Quarry Hill; it was on the consent agenda memo but not on the agenda. It was determined that Quarry Hill was left on the consent agenda memo in error they are not due until October, they submitted a little early.

McKellar moved, Nolan seconded to approve the renewal victualer & lodging licenses except for Quarry Hill (Anderson Inn). The motion passed on a 4-0-0 vote.

3. Select Board Reports ([Video Recording Minute Mark 4:36](#))

McKellar reported that the digging at the transfer station has begun to replace the YMCA's aging sewer line, which runs under the site and connects to Camden's sewer system. The line was sagging and needed attention. It's one of the longest private laterals in the area and may need replacement again in 20 years.

We went back to the consent agenda to confirm the new library trustee, Will Dailey.

ADOPTED

4. Town Manager's Report ([Video Recording Minute Mark 7:02](#))

Town Manager provided some updates including the fire department received a \$50K grant for paramedic training and will be inspected June 11; Hope Fire Department plans to launch a responder program by July 1. Public Works completed seawall repairs and is preparing for Rawson Ave. Bridge work. Parks & Recreation is installing a rope tow for the tubing hill; trail planning continues Ragged Mountain. Absentee voting ended June 5; voting day is June 10th at the public safety building from 8 am to 8 pm. The new pine tree

51 license plates are being issued. A Celebration of Life for our beloved town employee
52 Marlene Libby is set for June 20th at the Snow Bowl, the town office will be closing at noon
53 so that employees may attend. Harbor work and expanded paid parking are underway; 60
54 short-term rental licenses have been issued.

55 5. Discussion Items ([Video Recording Minute Mark 25:24](#))

56 a) Update on Gould Street and Molyneaux Road Projects

57 The Board and Manager discussed updates on two major infrastructure projects: the
58 Molyneaux Road sewer extension and the Gould Street improvements. The Molyneaux
59 Road project is in the contractor mobilization phase with surveying of residents' septic
60 systems underway, while Gould Street construction will begin at the end of the week and
61 include new sidewalks, a crosswalk, and stormwater system upgrades
62

63 6. Action Items ([Video Recording Minute Mark 36:07](#))

64 a) Sagamore Farm Solar Buyout

65 The select board discussed purchasing the Sagamore Farm Solar system, with Jeremy
66 Martin reporting that a qualified person was willing to perform the inspection for a
67 reasonable price. McKellar raised concerns about making the inspection a contingency
68 part of the purchase agreement, noting that the system was being sold "as is" with all
69 faults. Town Attorney Kelly explained that the town manager would have discretion to
70 reject the deal if the inspection revealed significant issues.
71

72 **Gross moved, McKellar seconded to move forward and approve the purchase and**
73 **sale agreement for the Sagamore Farm Solar buyout without a contingency**
74 **inspection. The motion passed on a 4-0-0 vote.**
75

76 b) Curtis Island MOA ([Video Recording Minute Mark 53:57](#))

77 The Board discussed a memorandum of agreement with the Curtis Island Lighthouse
78 Foundation for a \$150,000 roof repair project at the lightkeeper's house, with Rockport
79 Building Partners as contractors. The foundation will raise funds and transfer them to
80 the town, who will pay the contractor. The agreement includes a 6-month deadline for
81 entering a contract once funds are available, though the actual work can extend beyond
82 this period. The foundation requested to see Exhibit A, which will specify the scope of
83 work and materials, before signing the agreement, and the Town Attorney and Town
84 Manager will be providing Exhibit A along with the contractor.
85

86 **Gross moved, Nolan seconded to move forward to approve the memorandum of**
87 **agreement with Curtis Island Lighthouse Foundation pending the addition of**
88 **Exhibit A, the Foundation will be paying Rockport Building Partners LLC to repair**
89 **the Lightkeeper House, and the estimated cost is \$150,000. The motion passed**
90 **on a 4-0-0 vote.**
91

92 c) Approval of FY26 Snow Bowl Budget ([Video Recording Minute Mark 1:10:29](#))

93 Jeff Nathan reported a record \$1.3 million in revenue last season, though season pass
94 sales reached only 83% of the target. For FY26, he projected a 5% increase to \$1.35
95 million and requested a \$236,000 town subsidy. Key budget items include an 8%
96 increase in personnel costs, \$80,000 for maintenance, \$20,000 for new rental
97 equipment (offset by lower tuning costs), and plans to replace the rental trailer (\$10,000
98 for demolition, \$50,000 for new construction, with additional funding needed).

99 Pricing proposals include a \$6 increase in adult season passes, a 20% discount for
100 Camden residents, and 15% early bird discounts based on prior year sales trends. Day
101 ticket prices would also rise, but online rates would remain equal to or lower than in-
102 person prices to encourage digital sales and reduce expenses.

103
104 The Board supported the proposed budget and fee structure, recognizing the \$174,000
105 in community value from the family season pass. Nathan emphasized improving access
106 through a proposed income-based pricing model and better administration of
107 scholarship programs. They also discussed equipment affordability as a barrier and
108 ways to address it.

109
110 A revenue discrepancy was clarified by Nathan resulting from previously unaccounted
111 revenue sources. The Board reviewed the Snow Bowl's transition from an enterprise
112 fund to a special revenue fund and discussed the challenge of balancing operations with
113 public benefit. Both Nathan and the Town Manager suggested restructuring full-time
114 staff allocations between the general fund and Snow Bowl to enhance year-round use.
115 The

116
117 **Nolan moved, McKellar seconded to approve the FY26 Snow Bowl Budget. The**
118 **motion passed on a 4-0-0 vote.**

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121 7. Adjournment ([Video Recording Minute Mark 1:43:07](#))

122 **McKellar moved, Nolan seconded to adjourn. The motion passed on a 4-0-0 vote.**
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MEMORANDUM

To: Select Board
From: Jeremy P. Martin, Planning and Development Director
Date: June 12, 2025
Re: Harbor Resiliency Project

Following the devastating storms of December 2023 and January 2024, the town transitioned grants that we had initially received to develop resilient plans for the public landing to a broader more comprehensive harbor-wide resiliency plan. The grant funding came from a Climate Action Grant from the State's Community Resilience Partnership and the Department of Marine Resources Shore and Harbor Planning Grant Program. The project included a vulnerability assessment of the entire inner harbor as well as the development of an alternative analysis tool-kit that can be used to address these vulnerabilities, and to make harbor properties more resilient to sea level rise, storm surge and flooding.

Following many months of work that included numerous stakeholder and community meetings the project has been completed, and the final report has been issued. The final report and links to the videos of the meetings are posted on the town's website and can be accessed at the following link: [Harbor Resiliency Planning Project](#)

Blake Sanborn, Camden resident and Landscape Architect at Richardson and Associates, the lead consultant for the project will present a brief summary of the project and the project's deliverables.



Memo

To: Camden Select Board
Cc: Camden Department Heads
From: Town Manager – Audra Caler
Date: June 17, 2025
Re: 2025 Town Meeting Results: Implementation & Next Steps

The purpose of this memo is to summarize implementation/next steps of all warrant articles approved by voters at the 2025 Annual Town Meeting.

Article 3: Zoning Code Amendment (Chapter 290) – Allow Boden Cottage to increase the number of beds in their residential treatment facility from 12 to 18.

Implementation: *Changes take effect immediately and will be reflected in Camden’s Code of Ordinances (in eCode 360) by the end of the month.*

Article 4: Zoning Code Amendment (Chapter 290) – Clarifies that an Accessory Apartment must meet a minimum size of one-hundred and ninety square feet, as per the Maine Technical Building Codes and Standards Board.

Implementation: *Changes take effect immediately and will be reflected in Camden’s Code of Ordinances (in eCode 360) by the end of the month.*

Article 5: Pesticides and Herbicides Code Amendment (Chapter 194) – Revises requirements for notice licensed applicators must provide when applying pesticides, and excludes Phosphorus (P205) free fertilization applications that meet or exceed ANSI (American National Standards Institute), which permit organic applications.

Implementation: *Changes take effect immediately and will be reflected in Camden’s Code of Ordinances (in eCode 360) by the end of the month.*

Article 6: Acceptance of deed from the “Pleasant Ridge Homeowners Association” for the stormwater detention pond and surrounding greenspace.



Implementation: *Town Attorney is preparing a deed and will work with the Please Ridge HOA to transfer the property to Town ownership.*

Article 7: Removal of the Montgomery Dam and spillway. Authorizes the town to remove the Montgomery Dam and spillway, as per the recommendation of the Megunticook River Citizens Advisory Committee, on the conditions that the project is funded with only non-property tax based revenue sources and any portion of the project that impacts Harbor Park is subject to the approval of the Library Board of Trustees.

Implementation: *Currently finalizing design packets through the current NFWF grant, which is scheduled to be complete by June 30th. A small group from the Town and Library Board of Trustees should be convened to work through final design details for both the dam removal and seawall adaptation. The Town is currently waiting on decisions for two construction grants. We are also waiting to receive notification if we have been invited to submit a final proposal to NFWF for the construction phase.*

Article 8: Authorizes the purchase of a fire truck to replace Engine 5, with the first payment due in FY28.

Implementation: *The Fire Chief is working with the vendor to put in an order for a replacement to Engine 5. Payment will not be due until delivery in FY28.*

Article 9: Appropriates \$350,000 to replace the gable end wall (window wall) of the Snow Bowl lodge.

Implementation: *The Parks & Recreation Director (SB General Manager) is working with the Town's Architect on specifications for the replacement of the window wall and have contacted three window manufactures for quotes. Will reach out to contractors to determine the final price and a schedule to complete the work.*

Article 10: Approves the acceptance of a quitclaim deed to obtain ownership of 58 Elm Street, otherwise known as the Elm Street School.

Article 11: Should Article 10 be approved, authorizes the Select Board to enter into a Lease agreement with the Children's House Montessori School with a three years notice.

Implementation: *Currently working the Children's House Montessori School to draft a lease agreement. We are expecting the agreement to be ready for Select Board approval at the July 8th meeting.*

Article 12: Approves the acceptance of a permanent easement from the Mountainside Community Cooperative at 53 Mountainside Park, for the Town to have access and install public sewer infrastructure including a pump station building with a wet well and a generator.

Implementation: *The Town Attorney is currently preparing a deed and other supporting documents, and we will be working the Mountainside Community Cooperative to finalize the agreement.*

Article 13: Approves the acceptance of a quitclaim deed for 21 Cobb Hill Road and lot 102 of tax map 115, for \$30,000.

Implementation: *I have reached out to the property owner to organize the payment and transfer of the property. The Town Attorney will prepare the deed and supporting paperwork.*



Article 14: Sets October 15 and April 15 as the due dates for taxes, and fixes the interest rate on unpaid taxes at 8%.

Article 15: Allows for pre-payment of taxes, but does not require the Town to pay interest on pre-paid taxes.

Article 16: Authorizes the Select Board to accept gifts and grants.

Article 17: Authorizes the Select Board to sell tax acquired property with the exception of the Tannery.

Article 18: Authorizes the Select Board and Town Manager to dispose of personal property pursuant to the Town's Purchasing Regulations.

Article 19: Authorizes the Select Board to transfer no more than 10% of the unexpended balances from any budgetary category to another.

Implementation: *Articles 14-19 are annual procedural items. Amending the Charter to include these as financial procedures may be worth consideration so that voters do not need to approve them on an annual basis.*

Article 20: Authorizes the appropriation of \$236,000 from the General Fund to subsidize operations of the Camden Snow Bowl.

Implementation: *The Snowl Bowl Special Revenue Fund will begin FY26 with \$236,000, which allows the fee schedule adopted in May of 2025 to go into effect.*

Article 21: Appropriates funds from non-property tax revenue sources to be used to reduce the property tax commitment.

Implementation: *The Select Board will need to authorize the borrowing approved by voters for the public safety building renovations, purchase of public works trucks, and the town office HVAC replacement.*

Final decisions will need to be made on the use of TIF funds for public restrooms and/or renovations of the former chamber of commerce building.

Article 22: Approval of the FY24 Municipal Budget. Voters will be asked to approve the bottom-line number recommended by the Select Board. The recommendations of the both the Select Board and Budget Committee will appear on the ballot.

Implementation: *Ongoing throughout FY26.*



CAMDEN FIRE & RESCUE

31 Washington Street
PO Box 1207
Camden, Maine 04843
207.236.7950
cfarley@camdenmaine.gov



To: Camden Select Board

From: Chris Farley, Fire Chief

Date: June 13, 2025

Reference: Emergency Medical Services

Earlier this week we met with North East Mobile Health Services (NEMHS) Chief Executive Officer Rick Petrie and Rockport base manager Cory Major along with Hope Town Administrator Samantha Mank and Lincolnville Town Administrator David Kinney. We reviewed the proposed *Agreement By and Between Inhabitants of the Town of Camden and NEMHS for Emergency Medical Services*. Our consensus is that the Agreement will meet the needs of Camden, Hope and Lincolnville in the delivery of emergency medical services. This agreement includes the proposal as discussed during the FY26 budget process for Camden Fire and NEMHS to work collaboratively in the delivery of these services. With the approval of the Agreement, NEMHS will begin housing an ambulance at the Camden Public Safety Building beginning July 1, 2025. The Operational Plan is in progress with a meeting scheduled for June 18, 2025 with a representative of the Knox County Regional Communications Center to finalize that aspect of the plan.

We recommend the Select Board authorize the Town Manager to sign the agreement with NEMHS.

Additional good news with Emergency Medical Services, we learned this week that Firefighter/EMTs Andrew Skrivanich and Noah Carlson have been accepted to the Paramedic education program at United Training Center in Lewiston. They will begin this education process in September 2025. We will be able to utilize the \$50,000 EMS Sustainability Grant from the Maine Office of EMS to cover the expenses of this education. Having two additional Paramedics employed by the Town of Camden will improve our ability to provide emergency medical services. Once they have completed their training, we will have 3 Paramedics employed. These are significant strides in improving the services the Camden Fire Department provides for the residents and visitors of our community. We appreciate the widespread community support in making these enhancements.



Agreement

By and Between Inhabitants of the Town of Camden

And

North East Mobile Health Services

For

Emergency Medical Services



Preamble

This Agreement entered into on the 1st day of July, 2025 by and between the Inhabitants of the Town of Camden, Maine, a municipal corporation organized under the laws of the State of Maine, located in the County of Knox, State of Maine (hereinafter known as the "TOWN") and North East Mobile Health Services, a Maine business corporation with a mailing address of 9 Willey Rd , Saco, Maine 04072, located in the County of York, State of Maine (hereinafter known as "NEMHS") with a base location in Rockport, Maine.

WHEREAS, the TOWN wishes to continue to engage NEMHS to provide emergency medical and transport services to the TOWN in association with the towns of Hope and Lincolnville (hereinafter referred to as the "three-towns"); and

WHEREAS, NEMHS wishes to provide the aforementioned services;

NOW, in consideration of the mutual promises and covenants contained in this Agreement, it is hereby agreed as follows:

Section I. General Conditions

A. Term

This Agreement shall be in force for a period of three (3) years commencing on July 1, 2025 and ending on June 30, 2028, unless earlier terminated by either party in accordance with the terms of this Agreement. The TOWN may elect to renew this Agreement for an additional period of one or more years provided that (a) the parties are able to agree on a contract price for the renewal term, and (b) the TOWN provides NEMHS with written notice of its election to renew at least ninety (90) days prior to the expiration of the then current contract term.

B. Service

Commencing at 12:01 a.m. on July 1, 2025, and continuing on for the duration of this Agreement, NEMHS agrees to provide Emergency Medical Services (EMS) within the territorial limits of the TOWN whenever requested, for the entire term of the Agreement. All services provided by NEMHS shall be consistent with prevailing professional standards in the emergency medical services community in Mid-Coast Maine and as established by the Maine Office of Emergency Medical Services ("Maine EMS") as well as those specified in this agreement. Transportation of patients will be to the hospital deemed most appropriate based on the needs of the patient and consistent with Maine EMS protocols. Whenever practical and reasonable to do so, the patient's choice of hospitals will be honored.

Section II. Emergency Medical Services and Performance Requirements

A. Ambulance Service

NEMHS shall provide Advanced Life Support and Basic Life Support (ALS & BLS-Paramedic) emergency ambulance services at the request of the Town twenty-four (24) hours daily, seven (7) days a week.

Basic Life Support is defined as calls dispatched with the "ALPHA" (A), "BRAVO" (B), and "OMEGA" (O) determinant codes and Advanced Life Support is defined as calls dispatched with the "ECHO" (E), "DELTA" (D), and "CHARLIE" (C), determinant codes.

All persons needing service shall be served without regard to place of residence, financial

condition, medical insurance coverage or type of ailment or injury suffered.

B. Other Services

NEMHS shall also provide the following services and training as required:

- (1) First Aid Training
- (2) Cardiopulmonary Resuscitation Training
- (3) Stop the Bleed Training

C. Response Level

NEMHS shall or shall cause an immediate response for emergency medical services with a paramedic staffed vehicle for 95% of ALS calls as defined above. Response Level will be measured by combining the response level for all three towns.

As per Section VIII NEMHS shall have mutual aid agreements in place in the event NEMHS cannot immediately respond to any call for emergency service.

D. Penalties for Insufficient Response Levels

NEMHS will pay the following penalties for failure to meet the response level performance standards identified in section II. C. within the quarterly reporting period. The following penalties are a total quarterly amount to be paid to the three towns as a whole. When a penalty is assessed, a review Committee made up of the Administrator from each town and the NEMHS CEO or their designees will determine how the penalty will be divided to each town.

Paramedic Response Rate	Penalty
95% - 93%	\$5,000
92% - 89%	\$10,000
88% - 84%	\$15,000
83% - 79%	\$20,000
78% - 74%	\$25,000
73% - 68%	\$30,000
67% - 62%	\$35,000
61% - 56%	\$40,000
55% - 50%	\$45,000
Less than 50%	\$50,000

E. Average Response Time Performance Requirements

"Response Time" is defined as the total time from when the call is dispatched by Knox County Regional Communication Center to NEMHS to the time NEMHS's ambulance arrives at the incident. Average Response time for the TOWN will be Twelve (12) minutes.

F. Response Time Penalties

If NEMHS fails to meet response time performance standards *within the quarterly reporting period* and the Review Committee does not grant an exception to the delay, NEMHS shall pay the following penalties to the town in which the response time was not met:

Average Response Time (Minutes)	Penalty
12:01 to 12:30	\$2,500
12:31 to 13:00	\$5,000
13:01 to 13:30	\$7,000
13:31 to 14:00	\$8,000
14:01 to 14:30	\$9,000
Greater than 14:30	\$10,000

Nothing in this section shall be construed to limit any remedies, including termination, provided for in this Agreement with respect to any nonperformance, breach or default by NEMHS.

If mitigating circumstances arise that contribute to high average response times NEMHS can request the Review Committee to determine whether there were acceptable mitigating circumstances that caused or significantly contributed to a high average response time. If the Committee approves the mitigating circumstances, the call shall not be included when averaging quarterly response times. Mitigating circumstances include, but are not limited to, severe weather conditions, disasters, or unusual periods of very high demand upon the system due to, for example, multiple casualty incidents. Mitigating circumstances also include the wrong address provided to NEMHS by KRCC or unavoidable delay caused by unreported road construction.

G. Appeal of Response Level and Response Time Penalties

Within thirty (30) days of receipt, NEMHS may request, in writing, reconsideration of penalties set forth in Section II.D. and response time penalties set forth in Section II.F.

The Review Committee, in their discretion can either deny review, uphold the response time penalties, or overturn or change the penalties after review. The ruling by the Review Committee shall be final.

H. Special Events

NEMHS shall cooperate with the Towns in developing and implementing operations plans for special events.

I. Ambulance Standby

At the request of the Emergency Operation Directors for the three towns, NEMHS will provide standby service at a disaster, major fire incident, special weapons and tactics (SWAT) operation or other emergency incident at no cost.

If an incident requires more standby ambulance units than it can provide, NEMHS shall call for additional ambulances including, when necessary, from other ambulance service providers in the region.

J. Disaster Planning

NEMHS shall actively participate in disaster planning and exercises as requested by the three towns.

Section III. Fees and Contract Price

A. Fees

NEMHS agrees that it will charge a reasonable fee consistent with local industry standards for EMS services rendered within the TOWN and that it will bill the patient, or such other person as may be responsible for the patient. NEMHS further agrees that it will bill the patient’s third-party payor(s), if any, including Medicare, MaineCare, private insurance or any other payor. The TOWN shall not be responsible for any payment or collection of a patient’s bill.

B. Contract Price

The Town of Camden has agreed to enter into shared staffing model to assist in the delivery of Emergency Medical Services in an attempt to control costs and develop a more efficient regionalization model. The Agreement between the TOWN and NEMHS for this shared staffing model is a separate document and reference in this contract.

In consideration for the services rendered to the TOWN pursuant to the terms of this Agreement, in keeping with the terms of the shared staffing agreement, NEMHS shall charge and the TOWN agrees to pay an annual subsidy (contract price) to NEMHS as follows:

12-hour per day, 7 days per week shared staffing model

Town	Census	2025-26 NEMHS Contract	2026-27 NEMHS Contract	2027-28 NEMHS Contract
Camden	5232	\$447,087.93	\$464,971.44	\$483,570.30
Lincolntonville	2,312	\$197,566.27	\$205,468.92	\$213,687.68
Hope	1698	\$145,098.49	\$150,902.43	\$156,938.53
Total	9,242	\$789,752.80	\$821,342.79	\$854,196.51

24-hour per day, 7 days per week shared staffing model

Town	Census	2025-26 NEMHS Contract	2026-27 NEMHS Contract	2027-28 NEMHS Contract
Camden	5232	\$365,143.56	\$379,749.30	\$394,939.27
Lincolntonville	2,312	\$161,355.49	\$167,809.71	\$174,522.10
Hope	1698	\$118,504.16	\$123,244.33	\$128,174.10
Total	9,242	\$645,003.21	\$670,803.34	\$697,635.47

Fees will be based on the staffing model that is in place at the beginning of the quarter.

Payments of the contract price may be made in equal quarterly payments that shall be due and payable on July 30th, October 30th, January 30th and April 30th of each year.

Notwithstanding any other provision of this Agreement to the contrary, the parties agree that the contract price is payable by the TOWN from appropriations made each year at the Town Meeting. In the event that an insufficient amount to fund NEMHS under this Agreement is appropriated at the TOWN MEETING or REFERENDUM, this Agreement may be terminated by the Select Board without further obligation on behalf of the TOWN. In such event the Select Board shall certify in writing to NEMHS that sufficient funds are not available to fund the TOWN'S obligation under this Agreement, and such certification shall be binding and conclusive with respect to both parties. In the event that sufficient funds are not available, NEMHS, in its discretion, may discontinue providing services under this Agreement within sixty (60) days following certification of insufficient funds by the TOWN.

Section IV. Agreement Administration, Reporting & Monitoring

A. Representatives

The TOWN shall at all times under this Agreement act through its Town Manager/Administrator, as designated by the Select Board, and NEMHS shall at all times act through its Chief/CEO or Deputy Chief/COO or such other officer identified to the TOWN by NEMHS as having sufficient authority.

B. Reporting, response time, mutual aid, and paramedic response

1. Town officials will work with NEMHS officials to obtain effective data reports from Knox Regional Communications Center (KRCC) on which to base reports from NEMHS to the towns.
2. General response times are decreasingly considered a factor in patient outcome, being replaced by specific time-dependent condition review mechanisms and other measures.
3. Nonetheless, response times have been a local focus of performance and should be maintained as previously utilized for reporting and penalty assessment for the extent of the contract years with the following provisions:
 - a. The data collection, reporting and penalty assessment mechanisms herein reflect the structure previously adopted such that the data collected and reported captures both the reported time that NEMHS is notified and the time a NEMHS unit arrives on the scene. Nevertheless, the time from when a NEMHS unit is enroute to the time the NEMHS unit arrives on scene will continue to be reported for historical comparison purposes.
 - b. NEMHS shall maintain Maine EMS and KRCC data sources capable 90th percentile and 95th percentile response time reporting, and response reporting by the emergency medical dispatch (EMD) coding system currently in use, except that "Omega" calls which are generally community paramedic or other non-emergency calls, shall be considered Basic Life Support (BLS). These should include at least the following call tracking characteristics:
 - i. The time that the 9-1-1 call is received. (if easily reportable from KRCC)
 - ii. The time that NEMHS was notified.
 - iii. The time that NEMHS was enroute.
 - iv. The time that NEMHS arrived on scene.
 - v. The time that patient contact is made – as reasonably possible under the circumstances.
 - vi. The time that NEMHS began transporting
 - vii. The time that NEMHS arrived at the hospital or other destination.
 - viii. A list of calls exceeding 95th percentile.

- c. NEMHS will continue to report on Paramedic coverage on advanced life support calls, using current definitions, except for Omega calls as redefined above in subsection 3 and in Section II(A).
 - d. NEMHS, with their Medical Director, and conferring with Town, shall establish a set of data collection/reporting mechanisms that augment, and eventually become primary reporting tools, including consideration of:
 - i. Data reporting participation in GAMUT.
 - ii. Participation in the CARES registry.
 - iii. A mechanism for patient satisfaction measurement and reporting.
 - iv. A mechanism for notification, routing, responding to, and reporting complaints.
 - v. Maintain bundled advanced life support quality reporting, including but not limited to:
 - Aspirin administration for chest pain.
 - 12-Lead ECG for chest pain.
 - STEMI and code-stroke notifications.
 - On scene times with stroke.
 - Sepsis fluid administration.
 - e. During the contract period, NEMHS shall perform a gap analysis and draft an action plan seeking accreditation by a nationally recognized ambulance service accrediting agency such as the Commission for the Accreditation of Ambulance Services or similar agency or organization acceptable to the Town.
4. NEMHS will provide the following quarterly reports to the Town and the Review Committee by the end of the month, one month after each quarter (October, January, April and July)
- a. NEMHS shall report quarterly on Response Level of ALS calls for each town. Compliance will be measured by combining response levels for all three towns and taking into account the criteria and requirements referenced above.
 - b. NEMHS shall report quarterly on Average Response Times for each town. Notwithstanding this requirement, NEMHS shall develop a mechanism to replace mean average reporting with 90th percentile-based reporting and penalties. This mechanism should emphasize mitigation incentives over penalties and should reflect zone-based and patient-condition-based considerations over general response times.
 - c. NEMHS will report on the use or provision of mutual aid, any training activities conducted for TOWN employees and/or volunteers and any major upgrades to communications and/or equipment.
 - d. Upon request, NEMHS will provide an update regarding EMS performance to the TOWN at a Select Board meeting. NEMHS shall also submit an annual

report of all EMS activities within the TOWN for inclusion in the Annual Town Report.

- e. In addition, any serious incident, such as a death during a response, while on scene or during a transport, will be reported by NEMHS to the Town's Representative within 24 hours.

C. Review Committee

1. A review Committee will be formed made up of the Town Administrator and Fire Chief or their designee when applicable from each participating Town, as well as the NEMHS CEO and Base supervisor.
2. The review Committee will review Response Level and Response Time performance quarterly and evaluate whether changes are necessary. The review committee understand that topics discussed in these meetings may be confidential and protected. Any Protected Health Information that may be discussed must only be used for the purpose of these meetings and may not be used, discussed or disseminated outside of the meetings.

D. Operational Supervision – Rockport Base Supervision will include:

1. Effective lines of communication with the Town, Town and or County public safety officials, and other officials that allows access to base supervisory and NEMHS administration officials as appropriate to need.
2. A dedicated Base Manager/Supervisor who is qualified as a paramedic and who has supervisory experience. Furthermore:
 - a. Said Base Manager/Supervisor shall maintain regular communications with Town Public Safety, Knox Regional Communications Center (KRCC) and other officials to maintain effective operations and resolve issues that may arise in a timely manner.
 - b. Said Base Manager/Supervisor will be a full-time position and have on duty availability.
 - c. Contact information for the Base Manager/Supervisor shall be provided to county dispatch and Public Safety officials.
 - d. NEMHS will further designate a back-up, who may be a service administrator and who is on-call only when the Base Manager is temporarily unavailable.
 - e. NEMHS will further consult with Town fire chiefs, or other designated Town officials, and local NEMHS medical director on the hiring or designation of the Base Manager/Supervisor. NEMHS has ultimate decision making on hiring the Base Manager.
3. NEMHS will further designate a Medical Director for the Rockport Base Operation, who will:
 - i. Oversee the clinical performance quality review process.

- ii. Participate in the regular training linked to the quality review process.
- iii. Participate in regular meetings with town and state/regional EMS officials as required by NEMHS and these contracts.

E. Operations and Processes

1. Leadership Communications

- a. The NEMHS Chief Executive Officer (CEO) or Chief Operating Officer (COO), or designee during a prolonged absence, will respond to contacts from Town managers/administrators within a reasonably immediate timeframe and, when the inquiry involves a determination or investigation of information requiring a matter of days or more, will report on progress periodically and will acknowledge in writing when the CEO or COO considers the inquiry to be resolved.
- b. The Rockport Base Manager/supervisor, or designee during vacation, illness or similar duty- relief absence, will respond to contacts from town officials in the same manner as subsection 1(A) above of this Section E.
- c. The Town managers, or their designee during a prolonged absence, will respond to contacts from NEMHS CEO or COO in the same manner as defined in 1(A) above.
- d. The Rockport Base Manager/supervisor will contact or meet with designated Town on an individual or group basis at least once per month to discuss the status of EMS response and to plan initiatives or operational details of mutual interest.

2. Reporting

- a. Response time reports will include mean averages (as a basis for any penalties assessed as is current practice), 90th percentile response, and 95th percentile response. These reports will be discussed at the quarterly EMS Performance Committee meeting.
- b. Calls exceeding the 95th percentile response time will be reviewed by NEMHS quality review process and NEMHS will make recommendations for mitigation. These calls will then be brought to the quarterly EMS Performance Committee meeting with said report or recommendations on actions taken or needed to mitigate such response issues.
- c. Calls on which a Paramedic was required to be in attendance, but was not, will be reviewed by the NEMHS quality review process and recommendations will be made by NEMHS for mitigation. These will then be brought to the quarterly EMS Performance Committee meeting with said report or recommendations on actions taken or needed to mitigate such response issues.

3. Communications

- a. NEMHS will establish effective standard operating guidelines for:
 - i. Use of MedComm and KCRR in call dispatch and tracking.
 - ii. Use of MedComm in managing interfacility transport requests.
 - iii. Use of the "I am Responding" application in Knox County.

4. Assistance with three-town First Responder Service

- a. NEMHS agrees to participate and assist, as needed, with the continued operation and development of the first responder service; and to assist with developing standard operating procedures around how the 2 services will integrate around items such as;
 - i. Dispatch Procedures and Protocols.
 - ii. Integration of Clinical Care.
 - iii. Education and Quality Improvement.
 - iv. Use and replacement of clinical disposables used for patient care.

Section V. Personnel

A. Certification of Personnel

NEMHS represents that all ambulance personnel have successfully completed authorized training courses at their respective license levels and are duly licensed to practice by Maine EMS.

All personnel are required to maintain current certification in cardiopulmonary resuscitation through the successful completion of American Heart Association CPR training programs, and to successfully complete either an AVOC (Ambulance Vehicle Operators Course) or an approved EVOC (Emergency Vehicle Operators Course).

Paramedics are required to successfully complete an American Heart Association course in Advanced Cardiac Life Support.

B. Employee Training & Professional Development

Though not required of all personnel, NEMHS regularly makes available a number of nationally recognized programs such as PHTLS (Prehospital Trauma Life Support), AMLS (Advanced Medical Life Support), PEPP (Pediatric Education for Prehospital Professionals) and the Maine EMS PIFT (Paramedic Inter-Facility Transport) program to its personnel. Such programs are integral parts of NEMHS'S comprehensive program of continuing education.

C. Ambulance Driver Training

In addition to the foregoing, all personnel who operate NEMHS vehicles must meet the standards of both NEMHS and its insurance carrier. Driving records of all NEMHS applicants are reviewed prior to hire and driving records of all personnel are reviewed on an ongoing basis by NEMHS's insurance carrier to ensure that personnel have not received violations or been involved in accidents that would render them ineligible to drive NEMHS vehicles under current NEMHS and insurance carrier standards.

NEMHS shall provide Ambulance Driver training to all Town Firefighters as requested.

D. Incident Command System

NEMHS shall train all its employees assigned to any part of the three-town service area on the National Incident Management System (NIMS) within ninety (90) days of the Agreement effective date. All employees working in the field will be trained on NIMS IS 700, NIMS IS 800, NIMS ICS 100 and NIMS ICS 200. Supervisors and managers shall also be trained in ICS 300. NEMHS shall provide the TOWN with written verification that the training is completed.

NEMHS shall conduct continuing training as needed to maintain proficiency for all employees.

Section VI. Communications

A. Communications with Ambulances

NEMHS shall maintain twenty-four (24) hours daily, seven (7) days a week direct communication between its ambulances at any location within their service area and

the Knox County dispatch center.

B. Telephone and Radio Recording

All telephone lines on which calls for service can be received shall be continuously recorded when in use with a time and date stamp. Telephone line recordings shall be maintained for one hundred eighty (180) days.

All radio communications are to be recorded with a date and time stamp and maintained for one hundred eighty (180) days.

The TOWN is authorized to have copies of any telephone and radio communications for incidents in which Knox County Communications resources are dispatched or should have been dispatched in accordance with this Agreement.

C. Two-Way Communications

NEMHS will, at its own expense, provide for two-way radio communications between its units, Knox County Dispatch and the Fire Departments of the three Towns.

If Knox County Dispatch changes two-way radio frequencies during the term of this Agreement, the NEMHS is responsible for making necessary modifications at its own expense to maintain communications.

D. System Upgrades

The NEMHS shall cooperate with the TOWN and Knox County Dispatch during planning and implementing upgrades and enhancements to communications systems.

Section VII. Quality Assurance

A. Rules and Standards for Quality Improvement

State and local rules, regulations and standards relating to the operation of ambulances shall be met at all times. NEMHS shall follow the Maine State Emergency Medical Service (EMS) Protocols / Guidelines / Operating Procedures established by Maine EMS.

B. Customer Services

NEMHS will ensure high quality and safe customer service in all aspects of service delivery and performance.

1. Patient Surveys

NEMHS shall randomly conduct patient satisfaction surveys on at least 5 percent of all patients transported in a given contract year. Surveys must be evenly spaced throughout the year. An annual report shall be provided to the TOWN within thirty (30) days of the end of each year.

The TOWN shall pre-approve the survey form and reserves the right to review completed individual surveys received by NEMHS.

2. Inquiries and Complaints

NEMHS shall provide prompt written responses and follow-up to inquiries and complaints. Such responses shall be subject to the limitations imposed by patient confidentiality restrictions.

By the 15th day of each calendar month, NEMHS shall provide the TOWN with a list of all complaints received regarding services provided and their respective dispositions. Copies of such complaints will be made available to the TOWN upon request.

Any complaint received by the TOWN shall be forwarded to NEMHS for action and NEMHS shall advise the disposition of the incident to the TOWN within twenty-one (21) days of receipt.

C. Protection of Patient Information.

Each Party agrees to comply with the Health Information Technology for Economic and Clinical Health Act of 2009 ("HITECH ACT"), the Administrative Simplification Provisions of the Health Insurance Portability and Accountability Act of 1996 ("HIPAA") and any current and future regulations promulgated under the HITECH Act or HIPAA, including without limitation the federal privacy regulations contained in 45 C.F.R. Parts 160 and 164, the federal security standards contained in 45 C.F.R. Parts 160, 162 and 164, and the federal standards for electronic transactions contained in 45 C.F.R. Parts 160 and 162, all as amended from time to time and collectively referred to herein as the "HIPAA Requirements." Each Party agrees not to use or further disclose any "Protected Health Information," including "Electronic Protected Health Information," as such terms are defined in the HIPAA Requirements, other than as permitted by the HIPAA requirements and the terms of this Agreement. Each Party will make its internal practices, books, and records relating to the use and disclosure of Protected Health Information available to the Secretary of Health and Human Services to the extent required for determining compliance with the HIPAA Requirements.

Section VIII Mutual Aid

A. Mutual Aid

NEMHS shall obtain mutual aid from outside sources as may be necessary to ensure NEMHS' ability to provide appropriate EMS coverage under those circumstances when NEMHS is unable to do so with its own vehicles and staff. In these circumstances where NEMHS utilizes mutual aid, NEMHS shall be responsible for bearing all associated costs.

NEMHS will only utilize mutual aid assistance from services that are duly licensed and authorized by Maine EMS to provide emergency medical services.

NEMHS shall be responsible for setting a rate to provide mutual aid to neighboring communities as requested.

Section IX. Liability

A. Hold Harmless

No liability shall attach to the TOWN for entering into this Agreement or because of any act or omission of NEMHS except as expressly provided herein.

B. Third Party Claims

The contract and relationship between the parties, whether or not specified contractually, may expose the TOWN to third party liability claims in connection with the exercise of its government functions. It is recognized that undertaking referral,

dispatch and related functions by the TOWN as anticipated by this Agreement may result in a claim or the finding of a special relationship between the TOWN and a third-party requesting emergency assistance or other ambulance service which may give rise to TOWN or NEMHS liability. All insurance coverage and the promise of indemnification by NEMHS shall specifically include liability and indemnification protection for any and all third-party claims, direct or indirect, against the TOWN, and their officers, agents and employees except where such third-party claims are related to TOWN negligence or willful misconduct.

This Agreement shall not be construed to provide any benefits to any third parties. Specifically, and without limiting the foregoing, this Agreement shall not create or be construed as creating an exception to the Public Duty Doctrine.

C. Action by NEMHS Employees

NEMHS assumes potential liability for actions brought by its own employees against NEMHS. Solely for the purpose of this indemnification and defense, NEMHS waives any immunity under Maine State workers compensation laws, Title 39-A.

Section X. Insurance

A. Indemnification

NEMHS shall defend, indemnify and hold harmless the TOWN and its officers, employees and agents from and against all claims, damages, losses and expenses arising out of or resulting from the negligent performance of work or by intentional misconduct of NEMHS, its officers, employees or agents under this Agreement. This hold harmless and indemnity agreement shall survive expiration or termination of this Agreement and shall include indemnity against all costs, expenses and/or liabilities incurred in connection with any such injury, loss or damage or in defense of any claim or claims on account thereof.

B. General Liability

NEMHS shall keep in effect at all times commercial general liability insurance and automotive liability insurance policies, each in an amount not less than \$2,000,000. Worker compensation liability insurance in at least the statutory amount, as amended from time to time (including occupational disease provisions for all employees); and EMT and paramedic professional liability insurance coverage in an amount no less than \$2,000,000 per occurrence and in the aggregate.

All such insurance policies shall name the TOWN, its officers, employees and agents as additional insureds, except that for the purpose of Worker's compensation insurance, NEMHS may provide a written waiver of subrogation rights against the TOWN. NEMHS, prior to the commencement of work under this Agreement shall deliver to the TOWN certificates evidencing such insurance coverages, which certificates shall state that NEMHS must provide written notice to the TOWN at least thirty (30) days prior to cancellation, non-renewal, material modification or expiration of any policies, evidenced by return receipt of United States Certified Mail. Replacement certificates shall be delivered to the TOWN prior to the effective date of cancellation, termination, material modification or expiration of any such insurance policy.

NEMHS shall not commence work under this Agreement until it has obtained all insurance coverages required under this section and all such insurance certificates have been delivered to and approved by the TOWN. If at any time insurance coverage for NEMHS, as required herein, is suspended or terminated, NEMHS shall immediately notify the TOWN, and NEMHS shall immediately request mutual aid which must be approved by the TOWN, and NEMHS shall pay any cost incurred by the TOWN for said mutual aid. If insurance coverage for NEMHS is not reinstated within forty-eight (48) hours, the TOWN may immediately terminate this Agreement in its sole discretion.

NEMHS and its employees and agents, during the performance of this Agreement, act as independent contractors in all respects and not as officers or employees of the TOWN. NEMHS and its employees and agents, during the performance of this Agreement shall not hold themselves out as employees of the TOWN. Any personnel needed to fulfill the obligations of this Agreement shall be employed by NEMHS which shall be wholly responsible for complying with applicable state and federal laws, including, but not limited to Worker's compensation and minimum wage. As an independent contractor, NEMHS is also responsible for maintaining its equipment in a safe, operable and legal condition.

Section XI. Compliance with Agreement

A. Non-Compliance with Agreement (Violation)

The TOWN may issue Notices of Contract Violation and assess liquidated damages for failure of NEMHS to comply with a term or condition of this Agreement. Section XI liquidated damages do not apply to response time or Response Level liquidated damages. Response time liquidated damages are set forth solely in Section II.N. above.

B. Liquidated Damages

In the event the NEMHS fails to meet its service and/or quality obligations under Sections IV, V, VI, VII, VIII or X, the itemized liquidated damages shall apply. Liquidated damages established herein have been determined based on the estimated damages that will occur to the TOWN in the event NEMHS fails to comply with the contractual conditions. The TOWN and the citizens it serve require qualified and timely ambulance services and it will be difficult, if not impossible, to precisely prove the amount of damages when such services are not provided consistent with the terms of this Agreement. NEMHS agrees and recognizes that the liquidated damage amounts specified herein are a reasonable estimate of the damages the TOWN will incur. Nothing in this Section shall be construed to limit any remedies, including termination, provided for herein with respect to any nonperformance, breach, or default by NEMHS.

Liquidated Damages shall be:

1. First Violation: Notice of Contract Violation and/or Liquidated Damages up to \$1,000.
2. Second Violation: Liquidated Damages not to exceed \$3,000
3. Three or More Violations: Liquidated Damages not to exceed \$5,000 for each violation.

Depending on the nature of the violation, liquidated damages shall be assessed on a daily basis for each and every violation.

All liquidated damages shall be paid to the TOWN within thirty (30) days after the written Notice of Contract Violation issued by the TOWN unless a "Request for Hearing" is made. For each additional thirty (30) days for which the liquidated damages are unpaid, an additional 100% shall be added to the original damage amount.

No penalty, in part or in whole, paid to the town, will exceed the total subsidy paid by the town. This will include penalties for Response Times and Response Level, Section II.D. and II.F. as well as Liquidated Damages listed above.

C. Hearing

The TOWN shall issue a Notice of Contract Violation or liquidated damages which shall be served upon NEMHS either in person or by certified mail. The notice shall set a hearing date and time at which NEMHS's authorized representative may appear in person before the EMS Performance Committee to show cause why the Notice of Contract Violation, or liquidated damages should not occur. The EMS Performance Committee shall issue a written decision within five (5) business days after the hearing. This decision shall be final and binding upon NEMHS.

Section XII. Termination

A. Termination Without Cause

Neither NEMHS nor the TOWN may terminate this Agreement without cause.

B. Termination for Material Breach

The TOWN shall notify NEMHS in writing of any failure to meet performance standards. Said notice shall set forth in detail the nature of the performance failure so that NEMHS can assess the alleged failure and make a reasonable effort to remedy the performance failure. NEMHS, upon receipt of a notice alleging a performance failure, shall have thirty (30) days to cure the performance deficiency. The TOWN agrees to work with NEMHS in curing the failure if requested to do so by NEMHS. In the event that NEMHS fails to cure the performance failure, the TOWN may elect to terminate this Agreement upon written notice to NEMHS as set forth below.

This Agreement may be terminated by either party for non-performance upon ninety (90) days written notice to the other party.

C. Non-performance

By NEMHS shall include any material breach of the Agreement including the following: a) failure to meet established performance standards; b) failure to maintain State-required licenses and certifications; c) failure to reasonably meet established response time specifications, or d) failure to meet other agreed upon performance standards in a manner that is satisfactory to the EMS Performance Committee, when so recommended by the TOWN'S EMS Performance Committee representative(s) and approved by the Select Board of the TOWN.

Section XIII. Miscellaneous Provisions

A. Applicable Law

This Agreement is to be performed under the laws of the State of Maine. For any dispute, controversy or claim arising out the terms or conditions of this Agreement, the Parties shall resolve the dispute, controversy or claim by Arbitration through a single Arbiter, pursuant to the Commercial Rules of the American Arbitration Association, which shall be conducted in Knox County, Maine. The prevailing party, as determined by the Arbiter, shall be awarded reasonable attorney fees, cost and expenses.

B. Compliance with Law

The parties shall comply with all federal, state and local laws, rules and regulations, (including but not limited to the federal Anti-Kickback Statute) now or hereafter existing, in particular: Title 32, Chapter 2-B: Maine Emergency Medical Services Act of 1982. Pertaining to emergency medical care, transportation services and ambulance rules and regulations.

C. Non-Discrimination

The parties shall comply with all applicable federal, state and local non-discrimination laws.

D. Consumer Protection

Unfair, fraudulent or deceptive practices by the parties are prohibited. Conduct of business in a manner unfair or unsafe to the public or persons requiring ambulance services is prohibited.

E. Savings Clause

If any provision of this Agreement is made invalid or unenforceable, such action shall not invalidate the entire Agreement. The provisions not made invalid or unenforceable shall remain in full force and effect.

F. Provisions to Add a New Local Government

Participation in, what is currently, the three town Cooperative is open to other local government units in Knox and Waldo County providing EMS services provided (1) the EMS Performance Committee approves the participation of additional governmental units, (2) expansion of service for the additional governmental units will not unreasonable affect the ability of NEMHS to meet its performance metrics and other obligations under the terms of this agreement, (3) the local governmental unit executes an agreement similar in scope and service to this Agreement, (4) notice is provided to the Town of Camden prior to the execution of said additional Agreements and thereafter NEMH shall obtain written permission from the Town, provided however, said permission shall not be unreasonably withheld, and (5) any new local government agrees to join the three town cooperative which includes entering to the plan.

G. Force Majeure

The Parties shall be excused for the period of any delay in or impossibility of the performance of any obligations hereunder, when prevented from doing so by any cause or causes beyond a Party's control, which shall include, without limitation: any labor disputes, civil commotion, war, nuclear disturbances, hostilities, sabotage, terroristic acts, governmental regulations or controls, fire, accident or other casualty, interruption in the supply of any utilities or fuel, inability to obtain any material or services, or through acts of God.

IN WITNESS WHEREOF, THE PARTIES hereto have caused this Agreement to be executed on the day and year set forth herein above.

TOWN OF CAMDEN

BY:

ITS:

DATE:

NORTH EAST MOBILE HEALTH SERVICES

BY:

IT'S: Chief Executive Officer

DATE:



MEMORANDUM

To: Select Board

From: Jeremy P. Martin, Planning and Development Director

Date: June 12, 2025

Re: 39 Main Street – Continuation of Public Hearing - Dangerous Building

BACKGROUND and OVERVIEW

In accordance with the 2nd interim order, the Lacoutures have provided new and additional information and those documents are included in the Select Board packet. For your reference, a copy of the 2nd Interim Order is also included in the packet.

To address the requirements of the 2nd Interim Order, the Lacoutures have provided a letter from The First addressing financial capacity. Additionally, they have provided an implementation plan prepared by their general contractor, Higgins and Son's, as well as an erosion/sedimentation control plan prepared by Ford Enterprises. Higgins and Ford will be working together to implement the structural repairs. The 2nd Interim Order also required the submittal of "final stamped" engineering plans. Those plans, prepared by the engineering firm, Thorton Tomasetti, have been received and are also included. Also included is a submittal prepared by Sebago Technics that was submitted to the US Army Corps of Engineers on behalf of the Lacoutures.

As you will recall, the 2nd Interim Order also contemplated an "immediate" repair of one of the failed posts. After meeting onsite with the Lacoutures, their contractor, engineers (civil and structural) and a representative from the Maine Department of Environmental Protection on Wednesday June 11th, it was determined that they will not be proceeding with the "immediate" repair of the one post but will instead mobilize once and complete all structural repairs at the same time. The meeting was productive and provided needed clarity for all parties regarding permitting with the Maine DEP. Based on the existing conditions, and proposed plans, the Maine DEP has determined that a Permit-by-Rule (PBR) is required. Sebago Technics is currently working on the PBR. Finally, included with your packet is a letter from Thorton Tomasetti regarding the need for an "immediate" repair. As stated above an "immediate" emergency repair is not contemplated at this time, but the Order required a letter to be submitted regarding "immediate" repairs and I am providing it as evidence of the Lacoutures working to provide all requisite materials contained in the Order.

NEXT STEPS

The next phase of the hearing is for your acceptance of the materials that have been submitted and, possible, final deliberation, which may include acceptance of the remediation plan and a final Order, based on the materials submitted. The Order may include additional conditions and/or deadlines for the completion of work. As stated previously, the Board can provide for Town intervention if the owners fail to remediate within the timeframe and/or conditions stipulated in a new Order.

**SECOND INTERIM ORDER AND DECISION OF
THE MUNICIPAL OFFICERS OF THE TOWN OF CAMDEN, MAINE
RE: PROPERTY OF JANIS A. KAY; TAX MAP 120 LOT 281; 39 MAIN STREET**

Upon due and sufficient notice provided to Amy and David Lacouture, the deliberation portion of the Hearing was reconvened on May 20, 2025 regarding real property located at 39 Main Street, Camden, Maine, ("Premises"), as described in a deed from Janis A. Kay to Amy and David Lacouture as recorded in Book 6221, Page 222 of the Knox County Registry of Deeds. The Select Board Members present and voting were Christopher Nolan, Alison McKellar and Kenneth Gross.

The Board asked clarifying questions of the Lacoutures and the Camden Director of Planning regarding the submissions filed by the Lacoutures as required by the Interim Order dated March 18, 2025.

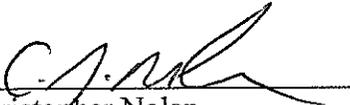
After significant discussion, the Select Board took the following actions, each of which were approved by unanimous vote of 3 in favor and none opposed:

1. The submissions by the Lacoutures to the Planning Department as required by the Interim Order, Paragraph 1, pg. 8 - 10, subsections (a) through (g) are satisfactory to the Select Board.
2. The Lacoutures have not satisfied the requirements of Paragraph 1(h) and shall submit a revised letter from their bank to meet the \$ 200,000 minimum threshold of funds held by a bank that will be used to secure a Letter of Credit in favor of the Town, as described in the Interim Order.

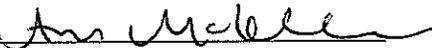
3. The Lacoutures have provided a stamped engineering plan in a letter dated May 1, 2025 from Thornton Tomasetti, Inc. engineering company to repair a single post/piling to immediately repair a particular post/piling that is in a greater state of decay than others, and the Select Board hereby approves that repair work on an immediate basis; provided however, the Lacoutures shall obtain all necessary permitting from all licensing/permitting authorities prior to commencement of the repair which shall be conducted with a best practices erosion control plan as required by the licensing/permitting authorities.
4. Prior to the commencement of work, the Lacoutures shall cause the May 1, 2025 letter from Thornton Tomasetti to be redrafted to remove the reference that “the Town is requiring” the replacement of said post/piling. Neither the Select Board nor the Planning Office has made such a specific request. The revised letter shall clearly provide an opinion ^{whether} that it is necessary that the post in question be immediately replaced prior to the entirety of the repair work necessary to address the entirety of the dangerous conditions as found in the Interim Order.
5. The Lacoutures shall file with the Planning Office final stamped engineering plans and a construction schedule/phasing plan to address the entirety of repairs necessary to address the findings of a dangerous building as described in the Interim Order, which shall include an implementation plan of the work with a clear presentation of an erosion control plan that will meet the requirements all licensing/permitting authorities. These plans shall be filed as soon as they become available.
6. The hearing is continued until June 17, 2025, at 6:30 pm, at which time the Select Board will review the matter for further consideration and action by the Select Board.

DATED: May 20, 2025

Municipal Officers of the Town of Camden, Maine



Christopher Nolan



Alison McKellar



Kenneth Gross

May 27th, 2025

Amy M. LaCouture
David LaCouture
32 Harbour Pointe Drive
Lincolntonville, ME 04849



RE: Verification of funds

To whom it may concern:

This letter confirms that First National Bank is the sole mortgage holder on the property located at 39 Main Street, Camden, Maine 04843.

Please accept this letter, sent at the request of Amy and Dave LaCouture, pursuant to the requirements in ¶ H of the Interim Order of the Camden Board of Selectmen, as confirmation that the LaCoutures have sufficient funds, in the amount of \$200,000, readily available to fund the construction loan that closed with First National Bank on 04/18/2025.

The funds available include: (i) \$168,000 held back on the construction loan referenced above; and (ii) a bank-controlled escrow account in the amount of \$32,000 in funds from the LaCoutures. The funds available from these two sources are under the control of the bank, are overseen by me, and will be advanced by me from these two sources as requested following receipt by the bank of estimates and invoices submitted to the bank. All invoices will be paid first from the construction loan funds, with funds from the escrow account used only if and after the construction loan funds are depleted.

Should you have any further questions regarding this matter, please do not hesitate to contact me by phone at (207)832-5373 x2206 or by email at daniel.hallinan@thefirst.com.

Thank you,

A handwritten signature in blue ink, appearing to read "D. Hallinan".

Dan Hallinan
AVP – Commercial Loan Officer



1310 Swanlake Ave., Swanville, ME 04915
Building Contractor
Telephone: 207-323-8045

6/13/2025

To whom it may concern,

Managing fluctuation water levels in the impoundment

Gate will remain open throughout the duration of the work underneath: approximately 7-10 days. Dave St. Laurent and I discussed that the lower gate/Montgomery Dam gate can remain open as needed. If rain events occur, he may need to adjust upper gates. However, work will be scheduled after reviewing the weather forecast to minimize weather impact as best as possible.

Plans to access the site will include building a temporary staircase off the back of the building to access the lower building. Parking spaces will be purchased from the parking permit that I have gathered from the town. The work will be completed per the specifications of the engineering plans provided by Thornton Tomasetti set of final drawings. The approximate timeframe to complete work will be approximately one week. The jacking and supporting of 39 Main Street will take place. The forms for the existing piers will be premade prior to pour to facilitate efficiency. All piers, posts and bracing will be replaced per final stamped engineering plans. I will work in collaboration with Dan Ford and the implemented erosion and sedimentation plan.

Milton Higgins



**Ford Enterprises
267 Camden Road
Hope, Maine, 04847
(207)323-2755
fordslc@gmail.com**

6/4/25

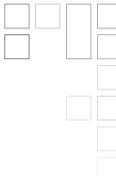
39 Main Street, Camden

Scope of work to draft a erosion control/dewatering plan related to dewatering/deflecting the existing river on the North side of the property, especially related to working on the (5) piers on the North side of the building, closest to the water. Physical work to include putting 3/4" crushed stone on slippery dirt (riverbed) surfaces, supplying and installing a sandbag cofferdam to deflect the water around the (5) existing piers on the north side of the building). Build small sump to pump out of into a dirtbag dewater device within a sandbag/haybale/erosion control sock/filter fabric sedimentation area). Clean existing ledge of debris, Put 7mm poly under bags and wrap bags to deflect water around piers on North side of the building. Keep a eye on pump and dam for 7 days. Remove everything once work below is complete.

Please note this price does not include permitting. Also assumes there will be a temporary stair access set up to gain access from the Street level walking through the first floor of the building. Also assuming dam gate below work area will be open as much as possible to keep water level as low as possible during the work. Variables to this price would be if we had to take additional steps to prepare for a rain event while the dam is set up, including possibly removing part of the dam to accommodate more water drain through, etc. Also please keep in mind that cofferdams are never 100% watertight, it will definitely deflect the water around the work area for the most part, but additional steps may have to be taken by others (the GC or whoever) to possibly spend extra time to prep for concrete, pump little pockets of water that collect in random areas, etc.

Sincerely,

Dan Ford
Owner
Ford Enterprises



GR GENERAL REQUIREMENTS

- GR-1 AS USED IN THESE GENERAL NOTES:
"DRAWINGS" MEANS THE LATEST STRUCTURAL DESIGN DRAWINGS, UON.
"CONTRACT DOCUMENTS" IS DEFINED AS THE DESIGN DRAWINGS
"SER" IS DEFINED AS THE STRUCTURAL ENGINEER OF RECORD FOR THE STRUCTURE IN ITS FINAL CONDITION.
"MEP" INCLUDES, BUT IS NOT LIMITED TO MECHANICAL, ELECTRICAL, PLUMBING, FIRE PROTECTION.
"CONTRACTOR" IS DEFINED TO INCLUDE ANY OF THE FOLLOWING: GENERAL CONTRACTOR AND THEIR SUBCONTRACTORS,
CONSTRUCTION MANAGER AND THEIR SUBCONTRACTORS, STRUCTURAL STEEL FABRICATOR OR STRUCTURAL STEEL ERECTOR.
"STRUCTURE IN ITS FINAL CONDITION" MEANS ALL STRUCTURAL ELEMENTS SHOWN ON THE STRUCTURAL CONTRACT DOCUMENTS ARE
INSTALLED AND COMPLETELY CONNECTED AND INSPECTED WITH NO OUTSTANDING NON-COMPLIANCE ISSUES.
"DELEGATED DESIGN" MEANS A SCOPE OF WORK THAT MEETS PERFORMANCE CRITERIA ESTABLISHED IN THE CONTRACT DOCUMENTS
AND IS TO BE COMPLETED BY THE CONTRACTOR'S LICENSED ENGINEER.
"SERVICE LEVEL" LOADS ARE DEFINED AS NOMINAL OR UNFACTORED LOADS TO BE COMBINED USING ALLOWABLE STRESS LOAD
COMBINATIONS.
"STRENGTH LEVEL" LOADS ARE DEFINED AS FACTORED LOADS TO BE COMBINED USING STRENGTH DESIGN LOAD COMBINATIONS
GR-2 THE CONTRACTOR IS RESPONSIBLE FOR COORDINATION OF THE STRUCTURAL WORK WITH CIVIL DOCUMENTS AND ANY OTHER APPLICABLE
TRADES.
GR-3 THE CONTRACTOR IS RESPONSIBLE FOR THE STABILITY OF THE STRUCTURE UNTIL THE CONSTRUCTION OF THE STRUCTURE REACHES ITS FINAL
CONDITION.
GR-4 THE CONTRACTOR IS SOLELY RESPONSIBLE FOR THE DESIGN, INSTALLATION, AND REMOVAL OF TEMPORARY BRACING AND CONSTRUCTION
SUPPORTS, FOR NEW AND EXISTING STRUCTURES, AS NECESSARY TO COMPLETE THE PROJECT. NO PORTION OF THE PROJECT WHILE UNDER
CONSTRUCTION IS INTENDED TO BE STABLE IN THE ABSENCE OF THE CONTRACTOR'S TEMPORARY SUPPORTS AND BRACES. CONTRACTOR
SHALL RETAIN A PROFESSIONAL ENGINEER LICENSED IN THE STATE OF MAINE TO DESIGN TEMPORARY BRACING AND CONSTRUCTION
SUPPORTS AS NECESSARY. THE DESIGN OF THE TEMPORARY SHORING SYSTEM SHALL CONSIDER THE GRAVITY AND LATERAL STABILITY OF
THE EXISTING STRUCTURE FOR ALL LOADS IMPOSED ON IT DURING CONSTRUCTION
GR-5 LATERAL LOAD RESISTANCE AND STABILITY OF THE STRUCTURE IN ITS FINAL CONDITION IS PROVIDED BY WOOD BRACING BETWEEN LEVEL 1
AND TOP OF PIERS.
GR-6 THE CONTRACTOR SHALL VERIFY ALL EXISTING DIMENSIONS AND CONDITIONS AND COORDINATE WITH THE STRUCTURAL DRAWINGS,
ARCHITECTURAL DRAWINGS, DRAWINGS FROM OTHER CONSULTANTS, PROJECT SHOP DRAWINGS AND FIELD CONDITIONS.
GR-7 IN CASES OF CONFLICT BETWEEN DRAWINGS AND OTHER DISCIPLINES OR EXISTING CONDITIONS, CONTRACTOR SHALL NOTIFY THE DESIGN
PROFESSIONALS AND OBTAIN CLARIFICATION PRIOR TO BIDDING AND PROCEED WITH WORK.
GR-8 APPLY DETAILS, SECTIONS, AND NOTES ON THE DRAWINGS WHERE CONDITIONS ARE SIMILAR TO THOSE INDICATED BY DETAIL, DETAIL TITLE OR
NOTE.
GR-9 ONLY USE DIMENSIONS INDICATED ON THE DRAWINGS. DO NOT SCALE DRAWINGS.
GR-10 ASSUME EQUAL SPACING BETWEEN ESTABLISHED DIMENSIONS, IF NOT INDICATED ON DRAWINGS.
GR-11 CENTERLINES OF COLUMNS AND FOUNDATIONS COINCIDE WITH GRID LINE INTERSECTIONS, UON.
GR-12 CENTERLINES OF FRAMING MEMBERS COINCIDE WITH COLUMN CENTERLINES, UON.
GR-13 THE CONTRACTOR SHALL PROTECT EXISTING FACILITIES, STRUCTURES AND UTILITIES FROM DAMAGE.
GR-14 THE CONTRACTOR SHALL VERIFY THAT CONSTRUCTION LOADS DO NOT EXCEED THE CAPACITY OF THE STRUCTURE AT THE TIME THE LOAD IS
APPLIED.
GR-15 THE CONTRACTOR SHALL COORDINATE THE BOTTOM OF BASE PLATE ELEVATIONS WITH THE AS-BUILT TOP OF SUPPORT ELEVATIONS.
GR-16 ELEVATIONS INDICATED ARE THESE DRAWINGS ARE BASED ON OF THE FIRST FLOOR ELEVATION OF 31.5' IN ACCORDANCE WITH THE FEMA
ELEVATION CERTIFICATE DATED 29 MAY 2025 BY GARTLEY & DORSKY ENGINEERING. ALL ELEVATIONS BELOW THE FIRST FLOOR ARE BASED ON
FIELD MEASUREMENTS AND SHALL BE VERIFIED BY THE CONTRACTOR.

CD CODES AND DESIGN CRITERIA

- CD-1 PERFORM ALL CONSTRUCTION IN CONFORMANCE WITH THE BUILDING AND DESIGN CODES REFERENCED WITHIN THESE DOCUMENTS. THE
PROJECT DOCUMENTS REFER TO THE FOLLOWING CODES AND STANDARDS, UON:
MAINE UNIFORM BUILDING AND ENERGY CODE
INTERNATIONAL EXISTING BUILDING CODE (IEBC), 2021 EDITION
ASCE 7-16 MINIMUM DESIGN LOADS FOR BUILDINGS AND OTHER STRUCTURES
STRUCTURAL CONCRETE:
"BUILDING CODE REQUIREMENTS FOR STRUCTURAL CONCRETE"
THE AMERICAN CONCRETE INSTITUTE (ACI 318-19)
STRUCTURAL STEEL:
"SPECIFICATION FOR STRUCTURAL STEEL BUILDINGS" (AISC 360-16) CONFORMING TO THE PROVISIONS OF LOAD RESISTANCE FACTOR DESIGN,
BY THE AMERICAN INSTITUTE OF STEEL CONSTRUCTION (AISC-LRFD).
WOOD:
"NATIONAL DESIGN SPECIFICATION FOR WOOD CONSTRUCTION"
AMERICAN NATIONAL STANDARDS INSTITUTE / AMERICAN WOOD COUNCIL (ANSI/AWC NDS-2018)
CD-2 THIS WORK IS CLASSIFIED AS A REPAIR IN ACCORDANCE WITH IEBC CHAPTERS 4 (REPAIRS) AND 12 (HISTORIC BUILDINGS). THE BUILDING IS
LISTED ON THE NATIONAL REGISTER OF HISTORIC PLACES AS PART OF THE CAMDEN GREAT FIRE HISTORIC DISTRICT.

DE DEMOLITION

- DE-1 THE CONTRACTOR IS FULLY RESPONSIBLE FOR THE MEANS AND METHODS OF DEMOLITION AND THE INTEGRITY AND STABILITY OF THE EXISTING
STRUCTURE DURING DEMOLITION UNTIL THE WORK IS COMPLETED. THE CONTRACTOR SHALL PROVIDE SHORING IN REQUIRED LOCATIONS
WHERE EXISTING CONSTRUCTION TO REMAIN WILL BE AFFECTED BY DEMOLITION. CONTRACTOR SHALL RETAIN A PROFESSIONAL
ENGINEER LICENSED IN THE STATE WHERE THE PROJECT IS LOCATED TO DESIGN SHORING.
DE-2 THE CONTRACTOR IS RESPONSIBLE FOR REPAIRS TO ANY STRUCTURAL ELEMENTS WHICH ARE TO REMAIN AND THAT HAVE BEEN DAMAGED
DURING THE DEMOLITION PROCESS TO THE COMPLETE SATISFACTION OF THE OWNER. THE REPAIRS SHALL BE AT NO EXPENSE TO THE
OWNER. ALL REPAIR WORK SHALL BE DESIGNED BY A PROFESSIONAL ENGINEER LICENSED IN THE STATE WHERE THE PROJECT IS
LOCATED AND SUBMITTED TO THE SER FOR REVIEW AND APPROVAL PRIOR TO COMMENCING REPAIR WORK.
DE-3 ALL EXISTING FRAMING IS INDICATED FOR REFERENCE ONLY AND IS TO BE FIELD VERIFIED BY THE CONTRACTOR. VERIFY THE EXACT EXTENT OF
DEMOLITION AT THE SITE. DETERMINE THE NATURE AND EXTENT OF DEMOLITION THAT WILL BE NECESSARY BY COMPARING THE CONTRACT
DOCUMENTS WITH THE EXISTING CONSTRUCTION. IMMEDIATELY NOTIFY THE DESIGN PROFESSIONALS OF ANY INCONSISTENCIES.
DE-4 THE CONTRACTOR SHALL USE THESE STRUCTURAL CONTRACT DOCUMENTS AND IN THE EVENT OF CONFLICTS WITH FIELD VERIFIED
CONDITIONS, THE CONTRACTOR SHALL IMMEDIATELY NOTIFY THE DESIGN PROFESSIONALS.
DE-5 THE CONTRACTOR SHALL USE QUALIFIED, EXPERIENCED PERSONNEL FOR DEMOLITION AND REMOVAL OPERATIONS. PERFORM DEMOLITION
AND REMOVAL OPERATIONS IN A CAREFUL AND ORDERLY MANNER TO PREVENT HAZARDS TO PERSONS, DAMAGE TO PROPERTY, AND THE
SPREADING OF DUST AND DEBRIS.
DE-6 DO NOT PERMIT PORTIONS OF THE STRUCTURE TO FALL NOR DEBRIS TO DROP EXCEPT BY METHODS WHICH WILL INSURE INTEGRITY OF THE
STRUCTURE.
DE-7 PRIOR TO THE START OF WORK, VERIFY THAT THE SCOPE OF DEMOLITION INDICATED ON THE CONTRACT DOCUMENTS SHALL NOT DAMAGE, CUT
OR DISRUPT SERVICE OF ANY MECHANICAL SYSTEM, ELECTRICAL SYSTEM OR UTILITY EMBEDDED IN THE EXISTING STRUCTURE.
DE-8 DO NOT REMOVE MORE OF THE EXISTING STRUCTURE THAN INDICATED ON CONTRACT DOCUMENTS. DO NOT DAMAGE, MAR, CUT OR DEFACE
THE REMAINING STRUCTURE OR MATERIALS TO BE REUSED.
DE-9 THE CONTRACTOR SHALL INCLUDE IN HIS BID THE COST OF REMOVING DEMOLISHED MATERIALS FROM THE SITE IN ACCORDANCE WITH ALL
APPLICABLE LAWS, CODES, AND REGULATIONS.

SU SUBMITTALS

- SU-1 THE FOLLOWING ITEMS REQUIRE SUBMITTALS FOR STRUCTURAL REVIEW. THE SER WILL RETURN THE SHOP DRAWING ITEMS WITHIN TEN WORKING
DAYS AFTER HAVING RECEIVED THE ELECTRONIC SHOP DRAWING.
CONCRETE REINFORCEMENT LAYOUT
CONCRETE MIX DESIGNS
STRUCTURAL STEEL
STRUCTURAL STEEL CONNECTIONS
WOOD FRAMING AND FASTENERS
SU-2 THE CONTRACTOR IS TO REVIEW EACH SUBMITTAL PRIOR TO FORWARDING TO DESIGN PROFESSIONALS. THE CONTRACTOR IS TO STAMP EACH
SUBMITTAL VERIFYING THAT THE FOLLOWING IS ADDRESSED:
1. THE SHOP DRAWING IS REQUESTED
2. THE SHOP DRAWING IS BASED ON THE LATEST DESIGN.
3. THE DESIGN PROFESSIONALS' COMMENTS FROM ANY PREVIOUS SUBMITTALS ARE ADDRESSED.
4. THE WORK IS COORDINATED AMONG ALL CONSTRUCTION TRADES
5. REVISIONS FROM PREVIOUS SUBMITTALS ARE CLEARLY MARKED BY CIRCULING OR CLOUDS.
6. SUBMITTAL IS COMPLETE.
7. SUBMITTAL DOES NOT INCLUDE SUBSTITUTION REQUEST
8. SUBMITTAL SHALL INCLUDE A STAMP INDICATING PROJECT NAME AND LOCATION, SUBMITTAL NUMBER.

THE SER SHALL RETURN, WITHOUT COMMENT, SUBMITTALS WHICH THE CONTRACTOR HAS NOT STAMPED OR WHICH DO NOT MEET THE ABOVE
REQUIREMENTS. THE SER'S REVIEW OF SUBMITTALS SHALL BE FOR GENERAL CONFORMANCE WITH THE DESIGN INTENT. NO WORK SHALL BE
STARTED WITHOUT SUCH REVIEW.

FN FOUNDATIONS

- FN-1 THE FOUNDATION DESIGN IS BASED ON A PRESUMPTIVE LOAD-BEARING CAPACITY OF 4,000 PSF IN ACCORDANCE WITH IBC TABLE 1806.2 FOR
SEDIMENTARY AND FOLIATED ROCK.
FN-2 CONTRACTOR SHALL BE RESPONSIBLE TO ADEQUATELY PROTECT ALL EXCAVATION.
FN-3 ALL NEW PIERS SHALL BEARING DIRECTLY ON LEDGE.

CM CONCRETE MATERIALS

- CM-1 CONCRETE SHALL BE NORMALWEIGHT, UON. CONCRETE SHALL MEET MAINEDOT CLASS LP REQUIREMENTS WITH A MINIMUM 5,000 PSI
COMPRESSIVE STRENGTH (f'c) AT 28-DAY AGE W/ CORROSION INHIBITOR.
AIR ENTRAINMENT: 5%-8%
MAX AGGREGATE SIZE: 3/4"
MAX W/C: 0.42
SLUMP: 6"
CONCRETE EARLY COMPRESSIVE STRENGTH REQUIREMENTS FOR CONSTRUCTION SHALL BE ESTABLISHED AND COORDINATED BY THE CONTRACTOR
AND SUBMITTED TO THE SER FOR REVIEW.
CM-2 PROVIDE NORMALWEIGHT CONCRETE WITH CURED DENSITY OF 145 +/- 5 PCF, AND AGGREGATE CONFORMING TO ASTM C33, UON.
CM-3 THE USE OF CALCIUM CHLORIDE AND OTHER CHLORIDE CONTAINING AGENTS IS PROHIBITED. THE USE OF RECYCLED CONCRETE IS PROHIBITED.
PLACEMENT WITHIN AND CONTACT BETWEEN ALUMINUM ITEMS, INCLUDING ALUMINUM CONDUIT, AND CONCRETE IS PROHIBITED.
CM-4 ALL CAST-IN-PLACE CONCRETE WILL EXPERIENCE DIFFERING VARIATIONS OF CRACKING. ANY ELEMENT EXPOSED TO DIRECT WEATHER AND/OR
TEMPERATURE VARIATIONS DURING CONSTRUCTION OR IN THE FINAL CONDITION IS TO BE TREATED AND REGULARLY MAINTAINED TO PREVENT
PROPAGATION OF CRACKS AND WATER PENETRATION. THE CONTRACTOR SHALL DEVELOP A REGULAR MAINTENANCE PROGRAM AND SUBMIT IT TO
THE OWNER.

RE CONCRETE REINFORCEMENT

- RE-1 ALL CONCRETE SHALL INCLUDE REINFORCEMENT. IF REINFORCEMENT IS NOT SPECIFICALLY INDICATED ON THE DRAWINGS VERIFY WITH THE SER.
RE-2 REINFORCEMENT SHALL CONFORM TO THE FOLLOWING STANDARDS AND MATERIAL PROPERTIES UON:
DEFORMED BARS: ASTM A615 GRADE 60
WELDED WIRE REINFORCEMENT: ASTM A1064
RE-3 DETAIL REINFORCEMENT BASED ON THE PROJECT REQUIREMENTS, ACI-318 AND ACI-315, UON.
RE-4 WHERE A 90-DEG, 135-DEG OR 180-DEG HOOK IS GRAPHICALLY INDICATED, PROVIDE CORRESPONDING ACI STANDARD HOOKS UON.
RE-5 DOWELS SHALL MATCH SIZE AND SPACING OF MAIN REINFORCEMENT UON.
RE-6 REINFORCEMENT SHALL HAVE CONCRETE PROTECTION (CLEAR COVER) PER ACI 318 UNLESS OTHERWISE INDICATED ON THE DRAWINGS.
RE-7 LAP REINFORCEMENT ONLY AT LOCATIONS AS SPECIFICALLY DETAILED ON THE DRAWINGS EXCEPT REINFORCEMENT MARKED AS CONTINUOUS CAN
BE SPLICED AT LOCATIONS DETERMINED BY CONTRACTOR USING TENSION LAP SPLICES (LTS). SEE LAP SPLICE AND EMBEDMENT SCHEDULE.
RE-8 UNLESS OTHERWISE NOTED ALL LAP SPLICES ARE TO BE TENSION LAP SPLICES PER LAP SPLICE AND EMBEDMENT SCHEDULE.
RE-9 PROVIDE MECHANICAL SPLICES FOR BARS LARGER THAN #11 OR WHERE INDICATED. PROVIDE TENSILE, PRE-QUALIFIED, WELDED OR THREADED
MECHANICAL SPLICES UON.

SS STRUCTURAL STEEL

- SS-1 STEEL MATERIALS SHALL CONFORM TO THE FOLLOWING MINIMUM REQUIREMENTS UNLESS OTHERWISE NOTED ON THE CONTRACT DOCUMENTS:
HOLLOW STRUCTURAL SECTIONS: ASTM A500 GR B, MINIMUM YIELD STRENGTH 42 KSI
SS-2 CONNECTION MATERIAL SHALL CONFORM TO THE FOLLOWING MINIMUM REQUIREMENTS:
ANGLES: ASTM A572, A529, OR A36 MINIMUM YIELD STRENGTH 36 KSI
PLATES: ASTM A572, A529, OR A36 MINIMUM YIELD STRENGTH 36 KSI
BOLTS: ASTM F3125 GRADES A325 AND F1852
NUTS: ASTM A563
WASHERS: ASTM F436
ANCHOR RODS: ASTM F1554 GRADE 36
WELD ELECTRODES: MINIMUM TENSILE STRENGTH 70 KSI FOR 80 KSI STEEL MATERIALS
SS-3 ALL STEEL MEMBERS AND CONNECTIONS MATERIALS, PROVIDE HOT-DIPPED GALVANIZED FINISH.
SS-4 APPLY THE FOLLOWING PAINT TO EXISTING STEEL MEMBERS (OR APPROVED EQUAL):
PRIMER: INTERNATIONAL PC-DEVOE 167 "PREPRIME", 1-1.5 MILS, PREPARE PER MANUFACTURER'S RECOMMENDATIONS
PAINT: INTERNATIONAL PC-DEVOE 235 "BAR RUST", 4-8 MILS (2 COATS)

WD WOOD FRAMING

- WD-1 LUMBER SHALL CONFORM TO THE NATIONAL DESIGN SPECIFICATION FOR WOOD CONSTRUCTION (NDS) EDITION 2018 AS REFERENCE BY IBC. ALL
LUMBER SHALL BE PRESERVATIVE TREATED (PT) LUMBER IN ACCORDANCE WITH NOTE WD-2 BELOW.
WD-2 PRESERVATIVE TREATED (PT) LUMBER: NO. 2 GRADE OR BETTERN SOUTHERN PINE (SP OR SYP) TREATED WITH MICRONIZED COPPER AZOLE (MCA) OR
ALKALINE COPPER QUATERNARY (ACQ). MCA & ACQ PRESERVATIVE CONTENT: 0.15 PCF. USE ONLY HOT-DIPPED GALVANIZED OR STAINLESS STEEL
NAILS AND FASTENERS, OR COATED FASTENERS APPROVED FOR USE IN PT LUMBER AND EXTERIOR APPLICATIONS.
WD-3 PRESERVATIVE TREATED (PT) LUMBER: NO. 2 GRADE OR BETTER SOUTHERN PINE (SP OR SYP) TREATED WITH MICRONIZED COPPER AZOLE (MCA) OR
ALKALINE COPPER QUATERNARY (ACQ). MCA & ACQ PRESERVATIVE CONTENT: 0.15 PCF. USE ONLY HOT-DIPPED GALVANIZED OR STAINLESS STEEL
NAILS AND FASTENERS, OR COATED FASTENERS APPROVED FOR USE IN PT LUMBER AND EXTERIOR APPLICATIONS.
WD-4 ALL WOOD FRAMING CONNECTION HARDWARE (JOIST HANGERS, POST BASES, SHEARWALL HOLDOWNS, ETC) TO BE MANUFACTURED BY SIMPSON
STRONG-TIE, OR APPROVED EQUAL (SUBMIT DATA). ALL CONNECTION HARDWARE SHALL BE GALVANIZED G185 (MAX) OR STAINLESS STEEL. USE
FASTENERS OF SAME MATERIAL & COATING AS CONNECTOR AS SPECIFIED BY MANUFACTURER. REFER TO MANUFACTURER'S LITERATURE FOR
PROPER CONNECTOR HANDLING AND INSTALLATION GUIDELINES.
WD-5 FASTENERS USED WITH PT LUMBER AND EXTERIOR EXPOSED FRAMING (OTHER THAN THOSE IN SIMPSON STRONG-TIE OR EQUAL CONNECTORS)
SHALL BE HOT-DIPPED GALVANIZED INCLUDING NUTS AND WASHERS (ASTM A153).
WD-6 APPLY PRESERVATIVE TREATMENT TO ALL FIELD CUT MEMBERS, INCLUDING DRILLED HOLES FOR THROUGH BOLTS:
PRODUCT: TENINO COPPER NAPHTHENATE (2% METAL) IN CONFORMANCE WITH AWWA STANDARD M-4 SECTION 7.1.1.
APPLICATION: APPLY IN ACCORDANCE WITH MANUFACTURER'S RECOMMENDATIONS.
WD-7 DRILLED HOLES FOR THROUGH BOLTS TO HAVE A DIAMETER 1/16" GREATER THAN THE BOLT DIAMETER.
WD-8 PRE-DRILL HOLES FOR LAG SCREWS IN ACCORDANCE WITH NDS. THE CLEARANCE HOLE FOR THE SHANK SHALL HAVE THE SAME DIAMETER AS THE
SHANK AND THE SAME DEPTH OF PENETRATION AS THE LENGTH OF THE UNTHREADED SHANK. THE LEAD HOLE FOR THE THREADED PORTION SHALL
HAVE A DIAMETER EQUAL TO 60% TO 70% OF THE SHANK DIAMETER FOR G = 0.5.

Table with 4 columns: ABBREVIATION, DESCRIPTION, ABBREVIATION, DESCRIPTION. Lists various construction terms like ADDL, ADJ, ALT, APPROX, ARCH, etc.



Table with 3 columns: NO, ISSUES/REVISIONS, DATE. Revision tracking table.

39 MAIN STREET
STRUCTURAL
REPAIRS
CAMDEN, MAINE

GENERAL NOTES

PROJECT NO: 25014925
DATE: AS NOTED
DESIGNED BY: OF
CHECKED BY: ZTC
DATE: 05/12/25
SHEET NUMBER: S001



May 19, 2025
250339

Therese Carpenter
Senior Project Manager
U.S Army Corps of Engineers
New England Office

39 Main Street, Camden Maine
Emergency Maintenance to pile supporting structures

Dear Therese.

On behalf of our client, Amy LaCouture, Sebago Technics Inc. submits the attached application materials for your review and approval. The proposed project is located at 39 Main Street in Camden, also identified in the Town Assessors database as Parcel Number 120281000000. As you may recall from our previous phone conversation the supporting piles under the existing structure are highly compromised and the building has been deemed unsafe by the Town Code Enforcement Officer. The applicant has contracted with Thornton Tomasetti to design the structural repairs.

The proposed project site is a two story building that is partially suspended over the Megunticook River near the Montgomery Dam in Camden. The structure is listed on the National Register of Historic Places as part of the Camden Great Fire Historic District. The Town has deemed the structure unsafe and if the piles are not repaired the building will need to be torn down, therefore the applicant has no alternative but to replace the piers or the building will need to be removed.

The applicant has contracted with Thornton Tomasetti to assess and provide the structural repair plan for the site and Higgins & Sons, LLC (Milton Higgins) to complete the work. The piles will be replaced by building cribs beside each of the original piers. The building will be jacked up, the old piers removed, with the building being supported by the cribbing until the new pier can be poured and secured in place. The dam will be drained and the standing water will be drained from the gate, with the gate remaining open until the piers are fully replaced.

Included with this submission are the following documents:

- Signed application form
- Location map
- Aerial exhibit showing the structure and resource
- Review request letters to the Maine Tribes

- The National Register of Historic Places record
- IPaC
- Interim Order and Decision of the Town regarding the state of the building
- Structural Plan set of the proposed project work

I appreciate your attention to this project. Should you need any additional information or have any questions please contact me by phone 207-200-2065 or by e-mail rgabryszewski@sebagotechnics.com.

Sincerely,
SEBAGO TECHNICS, INC.

A handwritten signature in black ink, appearing to read "Rebecca Gabryszewski". The signature is written in a cursive style with a horizontal line above it.

Rebecca Gabryszewski
Entitlements Manager

U.S. Army Corps of Engineers (USACE)
APPLICATION FOR DEPARTMENT OF THE ARMY PERMIT
 For use of this form, see 33 CFR 325. The proponent agency is CECW-CO-R.

Form Approved -
OMB No. 0710-0003
Expires: 2027-03-31

The public reporting burden for this collection of information, OMB Control Number 0710-0003, is estimated to average 11 hours per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding the burden estimate or burden reduction suggestions to the Department of Defense, Washington Headquarters Services, at . Respondents should be aware that notwithstanding any other provision of law, no person shall be subject to any penalty for failing to comply with a collection of information if it does not display a currently valid OMB control number. PLEASE DO NOT RETURN YOUR APPLICATION TO THE ABOVE EMAIL.

PRIVACY ACT STATEMENT

Authorities: Rivers and Harbors Act, Section 10, 33 USC 403; Clean Water Act, Section 404, 33 USC 1344; Marine Protection, Research, and Sanctuaries Act, Section 103, 33 USC 1413; Regulatory Programs of the Corps of Engineers; Final Rule 33 CFR 320-332. Principal Purpose: Information provided on this form will be used in evaluating the application for a permit. Routine Uses: This information may be shared with the Department of Justice and other federal, state, and local government agencies, and the public and may be made available as part of a public notice as required by Federal law. Submission of requested information is voluntary, however, if information is not provided the permit application cannot be evaluated nor can a permit be issued. One set of original drawings or good reproducible copies which show the location and character of the proposed activity must be attached to this application (see sample drawings and/or instructions) and be submitted to the District Engineer having jurisdiction over the location of the proposed activity. An application that is not completed in full will be returned. System of Record Notice (SORN). The information received is entered into our permit tracking database and a SORN has been completed (SORN #A1145b) and may be accessed at the following website:

(ITEMS 1 THRU 4 TO BE FILLED BY THE CORPS)

1. APPLICATION NO.	2. FIELD OFFICE CODE	3. DATE RECEIVED	4. DATE APPLICATION COMPLETE
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(ITEMS BELOW TO BE FILLED BY APPLICANT)

<p>5. APPLICANT'S NAME</p> <p>First - Amy Middle - Last - LaCouture</p> <p>Company -</p> <p>E-mail Address - amclacouture@icloud.com</p>	<p>8. AUTHORIZED AGENT'S NAME AND TITLE (agent is not required)</p> <p>First - Rebecca Middle - L Last - Gabryszewski</p> <p>Company - Sebago Technics, Inc</p> <p>E-mail Address - rgabryszewski@sebagotechnics.com</p>
<p>6. APPLICANT'S ADDRESS:</p> <p>Address- 32 Harbour Pointe Drive</p> <p>City - Lincolnville State - ME Zip - 04849 Country - USA</p>	<p>9. AGENT'S ADDRESS:</p> <p>Address- 75 John Roberts Rd, Suite 4A</p> <p>City - South Portland State - ME Zip - 04106 Country - USA</p>
<p>7. APPLICANT'S PHONE NOS. w/AREA CODE</p> <p>a. Residence b. Business c. Fax</p> <p>979-739-1724</p>	<p>10. AGENTS PHONE NOS. w/AREA CODE</p> <p>a. Residence b. Business c. Fax</p> <p>207-200-2065</p>

STATEMENT OF AUTHORIZATION

11. I hereby authorize, Rebecca Gabryszewski to act in my behalf as my agent in the processing of this application and to furnish, upon request, supplemental information in support of this permit application.

Amy LaCouture
SIGNATURE OF APPLICANT

2025-05-15
DATE

NAME, LOCATION, AND DESCRIPTION OF PROJECT OR ACTIVITY

12. PROJECT NAME OR TITLE (see instructions)

39 Main Street Structural Repairs

13. NAME OF WATERBODY, IF KNOWN (if applicable)

Megunticook River/Montgomery Dam

14. PROJECT STREET ADDRESS (if applicable)

Address **39 Main Street**

15. LOCATION OF PROJECT

Latitude: °N

Longitude: °W

City - **Camden**

State- **ME**

Zip-

17. DIRECTIONS TO THE SITE

Travel towards Camden, from the intersection of State Route 105 and US Route 1 (Main Street) continue along north east until you are within the downtown area (less than a 1/2 mile). The project site will be on your right.

18. Nature of Activity (Description of project, include all features)

Maintenance to an existing building. The applicant is proposing to replace the existing piles and associated support structures. The building has been deemed unsafe by the Town. Please see the attached structural plan set for te proposed scope of work.

19. Project Purpose (Describe the reason or purpose of the project, see instructions)

The purpose of the proposed project is to save the existing structure. It is unsafe to use the structure in its present condition. If repairs are not made, the structure will need to be removed completely.

USE BLOCKS 20-23 IF DREDGED AND/OR FILL MATERIAL IS TO BE DISCHARGED

20. Reason(s) for Discharge

There is no proposed discharge into the resource.

21. Type(s) of Material Being Discharged and the Amount of Each Type in Cubic Yards:

Type	Type	Type
Amount in Cubic Yards	Amount in Cubic Yards	Amount in Cubic Yards

22. Surface Area in Acres of Wetlands or Other Waters Filled (see instructions)

Acres 0
or
Linear Feet

23. Description of Avoidance, Minimization, and Compensation (see instructions)

Please see attached

Please see attached

24. Is Any Portion of the Work Already Complete? Yes No IF YES, DESCRIBE THE COMPLETED WORK

25. Addresses of Adjoining Property Owners, Lessees, Etc., Whose Property Adjoins the Waterbody (if more than can be entered here, please attach a supplemental list).

a. Address- Meg Quijano 9 Trim Street

City - Camden

State - ME

Zip - 04843

b. Address- Thomas & Angela Rothwell 6 Pleasant Ridge Dr

City - Camden

State - ME

Zip - 04843

c. Address-

City -

State -

Zip -

d. Address-

City -

State -

Zip -

e. Address-

City -

State -

Zip -

26. List of Other Certificates or Approvals/Denials received from other Federal, State, or Local Agencies for Work Described in This Application.

AGENCY	TYPE APPROVAL*	IDENTIFICATION NUMBER	DATE APPLIED	DATE APPROVED	DATE DENIED
Maine DEP	Exemption		2025-05-19		

* Would include but is not restricted to zoning, building, and flood plain permits

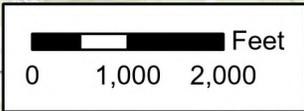
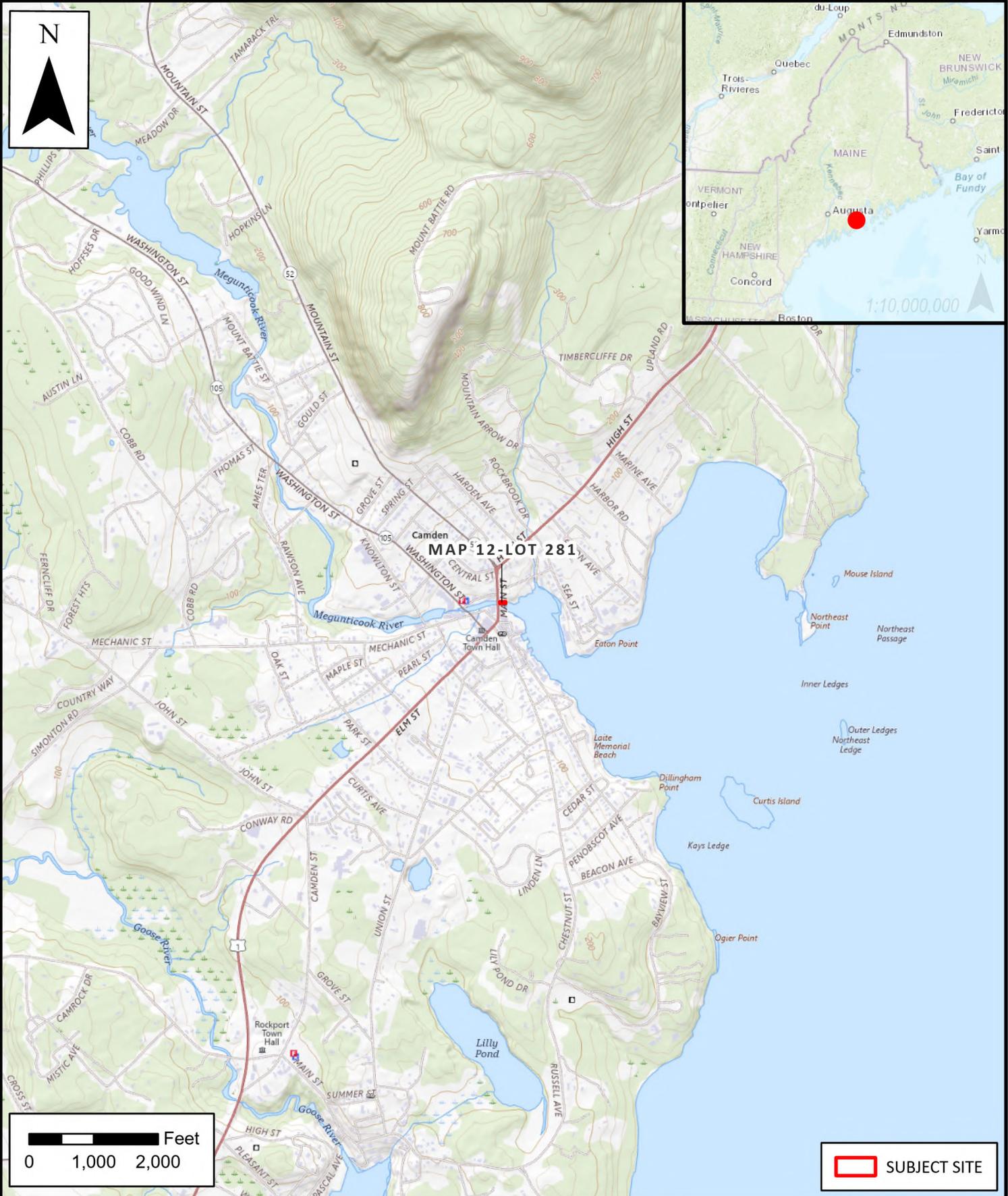
27. Application is hereby made for permit or permits to authorize the work described in this application. I certify that this information in this application is complete and accurate. I further certify that I possess the authority to undertake the work described herein or am acting as the duly authorized agent of the applicant.

Amy La Cour
SIGNATURE OF APPLICANT

5/19/25
DATE

[Signature]
SIGNATURE OF AGENT

5/19/2025
DATE



 SUBJECT SITE

SEBAGO
TECHNICS

WWW.SEBAGOTECHNICS.COM
75 John Roberts Rd. - Suite 4A
South Portland, ME 04106
Tel. 207-200-2100

LOCATION MAP
39 MAIN ST, CAMDEN

SCALE: 1:24,000
DATE: 5/16/2025

LOCATION:
39 MAIN STREET
CAMDEN, MAINE

INFORMATION:
MAINE GEOLIBRARY
USGS QUADRANGLE



 SITE PARCEL BOUNDARY
 CAMDEN PARCELS

 <small>WWW.SEBAGOTECHNICS.COM 75 John Roberts Rd. - Suite 4A South Portland, ME 04106 Tel. 207-262-2100</small>	LOCATION: 39 MAIN STREET CAMDEN, MAINE	INFORMATION: MAINE GEOLIBRARY 2019 ORTHOREGIONAL IMAGERY	SCALE: 1:240 1" = 20'	DATE: 5/16/2025
	AERIAL EXHIBIT 39 MAIN ST., CAMDEN			
Project Number: 250339				

Real Estate Transfer Tax Paid

Instr # 2025-2697

ATTEST: Madelene F. Cole, Knox Co Registry of Deeds

DLN: 2709106

Warranty Deed

Janis A. Kay of Lincolnville, Waldo County, Maine for consideration paid, grants to Amy M. Lacouture and David M. Lacouture, whose mailing address is 32 Harbour Pointe Drive, Lincolnville, Maine 00489 with Warranty Covenants, as joint tenants, the land and the buildings thereon situated in Camden, Knox County, Maine more particularly described as follows;

A certain lot or parcel of land with all buildings and improvements thereon situated on the easterly side of Main Street in the Town of Camden, County of Knox, State of Maine and being designated as Lot # 4 on "Plan Showing Standard Boundary Survey of Subdivision of Land Belonging to Philip N. Montgomery Main Street/Megunticook River Camden, Maine," Prepared for Philip H. Montgomery 11 Pilot Point Road Cape Elizabeth, ME 04107 by David P. Hutchinson and being more particularly bounded and described as follows:

BEGINNING at a point in the assumed easterly right of way line of said Main Street in the northerly line of a parcel of land described in a deed from Montgomery to Hood recorded in Book 1630, Page 208, said point being situated about eighty-six and six-tenths (86.6) feet northerly along said assumed easterly right of way line from the southerly face of the building formerly known as the "Grist Mill" on land of Perry, and said first mentioned point being situated South 78 deg. 37 min. 15 sec. East of and one (1.0) foot from a 5/8-inch diameter steel reinforcing rod set flush in bituminous paving; thence South 78 deg. 37 min. 15 sec. East along the line of land of said Hood (Book 1630, Page 208) a distance of ninety-one and three-tenths (91.3) feet to the northeasterly corner of said land of Hood and in the line of land of Lot # 1 of said abovementioned Subdivision at a point about ten (10) feet westerly of the westerly side of the main portion of the dam situated on said Lot # 1 of said Subdivision; thence North 12 deg. 36 min. 00 sec. East along the line of said Lot # 1 and parallel with the easterly line of land of said Perry, and roughly parallel with said westerly face of the dam twenty-four and three-tenths (24.3) feet to the southeasterly corner of Lot # 3 of said Subdivision; thence North 75 deg. 40 min. 30 sec. West along the line of said Lot # 3 of said Subdivision a distance of ninety-one and three-tenths (91.3) feet to a point in said assumed easterly right of way line, said last mentioned point being situated South 75 deg. 40 min. 30 sec. East of and one (1.0) foot from a 5/8 inch diameter steel reinforcing rod set flush in bituminous paving; thence South 12 deg. 37 min. 45 sec. West along said assumed right of way line twenty-nine (29.0) feet to the point of beginning. Containing about 2,430 square feet, more or less.

TOGETHER WITH any interest which the Grantors may have in and to that strip of land situated between said assumed easterly right of way line of Main Street and the center-line of the current traveled way of said street. The northerly line of said strip running North 75 deg. 40 min. 30 sec. West from the northwesterly corner of the first above described parcel to said center-line and the southerly line of said strip running North 78 deg. 37 min. 15 sec. West from the southwesterly corner of said first described parcel to said center-line.

ALSO TOGETHER WITH an easement over other land of the said Subdivision and land of said Hood (Book 1630, Page 208) to continue, use, repair and maintain any existing roof overhangs, cornices, gutters, foundations, piers, footings, underpinnings or any other element which is attached to, part of, or appurtenant to the existing structure which is situated mainly on said first above described lot but which may encroach on other land of the said Subdivision or said land of Hood.

ALSO TOGETHER WITH an easement over said Lot # 3 of said Subdivision for the general maintenance and repair of said last mentioned existing structure, said easement to be five (5) feet in width, the southerly line of said easement is to be the northerly line of the first above described lot and the easement is to extend along the northerly line of said first above described lot for its full ninety-one and three-tenths (91.3) foot length.

ALSO TOGETHER WITH an easement of said land of Hood for the general maintenance and repair of said last mentioned existing structure, said easement to be five (5) feet in width, the northerly line of said easement is to be the southerly line of the first above described lot and the easement is to extend along the southerly line of said first above described lot for its full ninety-one and three-tenths (91.3) foot length.

ALSO TOGETHER WITH an easement of other land of the said Subdivision and said land of Hood to continue, use, maintain and repair any existing drains, pipelines, vents, utility lines (including but not limited to power, phone, cable T.V.) now serving the property being conveyed herein.

Said above described easements are not to interfere with the normal operation, use, enjoyment or maintenance of either said adjoining lot belonging to Hood or adjoining lots in said Subdivision.

EXCEPTING AND RESERVING to Philip H. Montgomery et al, their heirs and assigns, an easement over land of the said Grantees to continue, use, repair and maintain any existing roof overhangs, cornices, gutters, foundations, piers, footings, underpinnings or any other element which is attached to, part of, or appurtenant to the existing structure or structures situated mainly on said other land of said Subdivision, but which may encroach on said first above described lot. Also together with an easement over land of the said Grantees for

the general maintenance and repair of said structure or structures, said easement to be five (5) feet in width, the northerly line of said easement is to be the northerly line of the first described lot and the easement is to extend along the northerly line of the said first above described lot for its full ninety-one and three-tenths (91.3) foot length.

ALSO EXCEPTING AND RESERVING to Philip H. Montgomery, et al, their heirs and assigns, an easement over said first above described parcel to continue, use, maintain and repair any existing drains, pipelines, vents, utility lines (including but not limited to power, phone, cable T.V.) now serving the said other land of said Subdivision.

ALSO EXCEPTING AND RESERVING to the said Hood, their heirs and assigns, an easement over land of the said Grantees to continue, use, repair and maintain any existing roof overhangs, cornices, gutters, foundations, piers, footings, underpinnings or any other element which is attached to, part of, or appurtenant to the existing structure or structures situated mainly on said other land of said Hood, but which may encroach on said first above described lot. Also together with an easement over land of the said Grantees for the general maintenance and repair of said structure or structures, said easement to be five (5) feet in width, the southerly line of said easement is to be the southerly line of the first above described lot and the easement is to extend along the southerly line of said first above described lot for its full ninety-one and three-tenths (91.3) foot length.

ALSO EXCEPTING AND RESERVING to the said Hood, their heirs and assigns, an easement over said first described parcel to continue, use, maintain and repair any existing drains, pipelines, vents, utility lines (including but not limited to power, phone, cable T.V.) now serving said land of said Hood.

This conveyance is made subject to the following restrictive covenant: No building located on the premises will be constructed easterly of an imaginary line drawn perpendicular to the "Smiling Cow" building situated on Lot # 3 of said Subdivision from a point marking the westerly edge of the double casement window on the southerly side of the "Smiling Cow" building at its easterly end.

Reference is made to deed of Philip H. Montgomery et al to Wayne Morong and Caroline Morong dated January 23, 1993 and recorded at Book 1676, Page 252, Knox County Registry of Deeds.

GRANTING ALSO that certain building, together with all fixtures attached thereto, located at 39 Main Street, Camden, Maine and being the same building purchased by Wayne Morong and Caroline Morong from Bernard Davodet and Arthur Kirklian by bill of sale dated October 22, 1981 and recorded at Book 845, Page 276, Knox County Registry of Deeds.

Reference is made to deed of Tom J. Sadowski A/K/A Thomas J. Sadowski and Janis A. Kay to Larry Weatherholtz dated October 30, 2020 and recorded in the Knox County Registry of Deeds in Book 5635, Page 331.

Further reference is made to Deed in Lieu of Foreclosure from Larry Weatherholtz to Janis A. Kay dated October 23, 2024 and recorded in the Knox County Registry of Deeds in Book 6192, Page 297.

Tom J. Sadowski a/k/a Thomas J. Sadowski passed away on June 16, 2021, Janis A. Kay is the surviving joint tenant.

WITNESS Janis A. Kay, her hand and seal this 17th day of April, 2025.
Signed, Sealed and Delivered
In the presence of

Ryan R. Hall
Witness

Janis A. Kay
Janis A. Kay

STATE OF MAINE
COUNTY OF

April 17, 2025

Then personally appeared the above named Janis A. Kay and acknowledged the foregoing instrument to be her free act and deed.

Before me,

Susan C. Thiem
Attorney / Notary Public

Susan C. Thiem
Notary Public, State of Maine
Type or print name, as written
My Commission Expires November 9, 2031

My commission expires

Rebecca Gabryszewski

From: Amy LaCouture <amlacouture@icloud.com>
Sent: Friday, May 16, 2025 4:49 PM
To: Rebecca Gabryszewski
Subject: Fwd: [External] Cultural resource review
Attachments: 39 Main Camden aerial.pdf

Begin forwarded message:

From: Amy LaCouture <amlacouture@icloud.com>
Subject: Cultural resource review
Date: April 24, 2025 at 2:29:53 PM CDT
To: soctomah@gmail.com

Donald,

I am the new owner of a historic building located at 39 Main Street in Camden, Maine. I am working on the permitting path with Sebago Technics and Thornton Tomasetti for repairs to the building. A portion, approximately half of the structure hangs over water and is constructed on piles. The structural integrity of the building has been compromised and the piles need to be replaced. I am submitting this letter to request a cultural resource review of the property. The building has been cited by the Town of Camden as “dangerous” due to the deterioration of some of the piles. I have attached an aerial from the Town GIS for your use, if you do not have one already. I am sending this email to request review for both of the Passamaquoddy Tribes, Pleasant Point and Indian Township Reservations. Thank You.

Amy Lacouture

Rebecca Gabryszewski

From: Amy LaCouture <amlacouture@icloud.com>
Sent: Friday, May 16, 2025 4:27 PM
To: Rebecca Gabryszewski
Subject: Fwd: [External] Cultural Resource Review
Attachments: 39 Main Camden aerial.pdf

Begin forwarded message:

From: Amy LaCouture <amlacouture@icloud.com>
Subject: Cultural Resource Review
Date: April 24, 2025 at 2:20:11 PM CDT
To: chris.sockalexis@penobscotnation.org

Chris,

I am the new owner of a historic building located at 39 Main Street in Camden, Maine. I am working on the permitting path with Sebago Technics and Thornton Tomasetti for repairs to the building. A portion, approximately half of the structure hangs over water and is constructed on piles. The structural integrity of the building has been compromised and the piles need to be replaced. I am submitting this letter to request a cultural resource review of the property. The building has been cited by the Town of Camden as “dangerous” due to the deterioration of some of the piles. Thank you in advance for your attention to this matter.

Best,

Amy LaCouture

Rebecca Gabryszewski

From: Amy LaCouture <amlacouture@icloud.com>
Sent: Friday, May 16, 2025 4:25 PM
To: Rebecca Gabryszewski
Subject: Fwd: [External] Cultural Resource Review
Attachments: 39 Main Camden aerial.pdf

Begin forwarded message:

From: Amy LaCouture <amlacouture@icloud.com>
Subject: Cultural Resource Review
Date: April 24, 2025 at 2:49:47 PM CDT
To: istjohn@maliseets.com

Isaac,

I am the new owner of a historic building located at 39 Main Street in Camden, Maine. I am working on the permitting path with Sebago Technics and Thornton Tomasetti for repairs to the building. A portion, approximately half of the structure hangs over water and is constructed on piles. The structural integrity of the building has been compromised and the piles need to be replaced. I am submitting this letter to request a cultural resource review of the property. The building has been cited by the Town of Camden as “dangerous” due to the deterioration of some of the piles. I have attached an aerial from the Town GIS for your use, if you do not have one already.

Thank You,

Amy LaCouture

Rebecca Gabryszewski

From: Amy LaCouture <amlacouture@icloud.com>
Sent: Friday, May 16, 2025 4:54 PM
To: Rebecca Gabryszewski
Subject: Fwd: [External] Cultural Resource Review
Attachments: 39 Main Camden aerial.pdf

Begin forwarded message:

From: Amy LaCouture <amlacouture@icloud.com>
Subject: Cultural Resource Review
Date: April 24, 2025 at 2:45:51 PM CDT
To: jgaenzle@micmac-nsn.gov

Jenny,

I am the new owner of a historic building located at 39 Main Street in Camden, Maine. I am working on the permitting path with Sebago Technics and Thornton Tomasetti for repairs to the building. A portion, approximately half of the structure hangs over water and is constructed on piles. The structural integrity of the building has been compromised and the piles need to be replaced. I am submitting this letter to request a cultural resource review of the property. The building has been cited by the Town of Camden as “dangerous” due to the deterioration of some of the piles. I have attached an aerial from the Town GIS for your use, if you do not have one already.

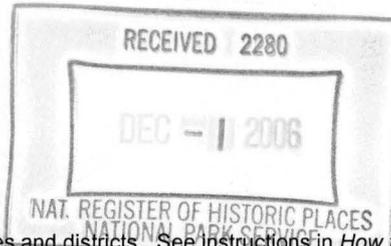
Thank You,

Amy LaCouture

1221

United States Department of the Interior
National Park Service

National Register of Historic Places
Registration Form



This form is for use in nominating or requesting determinations for individual properties and districts. See instructions in *How to Complete the National Register of Historic Places Registration Form* (National Register Bulletin 16A). Complete each item by marking "x" in the appropriate box or by entering the information requested. If an item does not apply to the property being documented, enter "N/A" for "not applicable." For functions, architectural classification, materials, and areas of significance, enter only categories and subcategories from the instructions. Place additional entries and narrative items on continuation sheets (NPS Form 10-900a). Use a typewriter, word processor, or computer, to complete all items.

1. Name of Property

historic name Camden Great Fire Historic District
other names/site number _____

2. Location

street & number Elm and Main Streets N/A not for publication
city or town Camden N/A vicinity
state Maine code ME county Knox code 013 zip code 04843

3. State/Federal Agency Certification

As the designated authority under the National Historic Preservation Act, as amended, I hereby certify that this nomination request for determination of eligibility meets the documentation standards for registering properties in the National Register of Historic Places and meets the procedural and professional requirements set forth in 36 CFR Part 60. In my opinion, the property meets does not meet the National Register criteria. I recommend that this property be considered significant nationally statewide locally. (See continuation sheet for additional comments.)

[Signature] 11/30/06
Signature of certifying official/Title Date

Maine Historic Preservation Commission
State or Federal agency and bureau

In my opinion, the property meets does not meet the National Register criteria. (See continuation sheet for additional comments.)

Signature of certifying official/Title Date

State or Federal agency and bureau

4. National Park Service Certification

I hereby certify that this property is:

- entered in the National Register. See continuation sheet.
- determined eligible for the National Register. See continuation sheet.
- determined not eligible for the National Register.
- removed from the National Register.
- other, (explain): _____

[Signature] 1.9.07
Signature of the Keeper Date of Action
Colson W. Beall

5. Classification

Ownership of Property
(Check as many boxes as apply)
 private
 public-local
 public-State
 public-Federal

Category of Property
(Check only one box)
 building(s)
 district
 site
 structure
 object

Number of Resources within Property
(Do not include previously listed resources in the count.)
Contributing Noncontributing

21 1 buildings

21 1 Total

Name of related multiple property listing
(Enter "N/A" if property is not part of a multiple property listing.)
N/A

Number of contributing resources previously listed in the National Register
1

6. Function or Use

Historic Functions
(Enter categories from instructions)
COMMERCE / Business
COMMERCE / Organizational
COMMERCE / Specialty Store
COMMERCE / Department Store
COMMERCE / Restaurant
GOVERNMENT / City Hall
RECREATION AND CULTURE / Auditorium
RECREATION AND CULTURE / Music Facility

Current Functions
(Enter categories from instructions)
COMMERCE / Business
COMMERCE / Specialty Store
COMMERCE / Restaurant
COMMERCE / Financial Institution
GOVERNMENT / City Hall
RECREATION AND CULTURE / Music Facility

7. Description

Architectural Classification
(Enter categories from instructions)
LATE VICTORIAN / Second Empire
LATE VICTORIAN / Queen Anne
LATE VICTORIAN / Romanesque
LATE VICTORIAN / Renaissance
LATE 19TH & 20TH CENTURY REVIVALS /Colonial Rev.
LATE 19TH & EARLY 20TH CENTURY AMERICAN
MOVEMENTS / Commercial Style

Materials
(Enter categories from instructions)
foundation BRICK
walls BRICK
roof SLATE
other GRANITE (Trim elements)
METAL / Iron (store fronts)

Narrative Description
(Describe the historic and current condition of the property on one or more continuation sheets.)

United States Department of the Interior
National Park Service

National Register of Historic Places Continuation Sheet

CAMDEN GREAT FIRE HISTORIC DISTRICT

KNOX COUNTY, MAINE

Section number 6 Page 2

FUNCTIONS OR USE

Historic Function, continued.

INDUSTRY/ Manufacturing Facility
HEALTH CARE/ Medical Business/Office
TRANSPORTATION / Rail-related
DOMESTIC / Multiple Dwelling
DOMESTIC / Hotel

United States Department of the Interior
National Park Service

National Register of Historic Places Continuation Sheet

CAMDEN GREAT FIRE HISTORIC DISTRICT

KNOX COUNTY, MAINE

Section number 7 Page 2

MATERIALS, continued

Foundation: STONE/ Granite
WOOD/ (Pilings)

Walls: WOOD / Weatherboard
WOOD / Shingle
GLASS
TERRA Cotta
STUCCO

Roof: ASPHALT
SYNTHETICS / Rubber

DESCRIPTION

Narrative Description

The Camden Great Fire Historic District is located in the town of Camden, Knox County, Maine on Penobscot Bay. The district lies along the west side of Camden Harbor, with the Camden Hills rising behind it to the north and west. The Megunticook River runs under the district at its north end, so that the district ends at the bridge, and the last buildings on the east side of the district are actually built on the bridge and over the river or its catch basin. The Camden Great Fire District connects a National Register Historic District on its north end to one on its south end. Just north of the bridge lies the High Street Historic District (NR: 88001843, 99001186), including Harbor Park, the Camden Public Library, the Amphitheater, and 60 historical houses and summer cottages along "the Road to Belfast" (Route 1). Just south of the Great Fire District lies the Chestnut Street Historic District (NR: 91000325), including the Village Green, the U. S. Post Office, two churches, a store, a school, and 80 historical houses and summer cottages along Chestnut Street, running south toward Rockport, and on five side streets, one of which runs down to the harbor on Dillingham's Point.

The Camden Great Fire Historic District is an irregular, angled, late nineteenth century commercial streetscape of 2.26 acres. It contains the brick, Richardson Romanesque Camden Opera House (NR: 86003539), fifteen substantial, brick, commercial buildings, and seven smaller, frame commercial buildings. It stands in the center of the small coastal town, beside the harbor, and retains the scale and density of a prosperous, 19th century New England commercial district.

Most of the buildings in the Great Fire District were built in 1893, immediately following the fire that swept through the town on the night of November 10, 1892. The buildings reflect the enthusiastic community spirit and community planning that were the automatic response of this small Maine town. The town selectmen required that permanent buildings built in the district after the fire must be made

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of brick, but the seven buildings that are built over the Megunticook River, its falls, and its catch basin are modest, frame, vernacular structures. Wooden buildings are easier to change than brick, and so the wooden buildings over the river have seen more changes than the brick buildings.

The two-, three-, and four-story brick buildings represent the work of four local architects and four architects from other parts of New England. They include fine examples of commercial vernacular architecture with Richardson Romanesque and Renaissance Revival details and a dramatic Second Empire building. The builders of the more modest, frame buildings are unknown, but one of them gave Greek Revival details, typical for Maine, to the two buildings that make up the Camden Grist Mill.

As one enters the center of Camden from the southwest on Route 1, one passes large, frame houses built by sea captains and captains of industry during the 19th century, serving today as bed and breakfast establishments. A few, small, frame, vernacular buildings precede the Great Fire District which begins with the grand, Richardson Romanesque Camden Opera House on the north side of Elm Street (Route 1), across from the Village Green. The Opera House is included in the Great Fire District to emphasize the themes that the district represents: the historic fire, the community planning, and the period of significance that reflects in part the immediate rebuilding and gives a certain similarity of architectural styles.

The Camden Opera House is followed by a city block, also across from the Village Green, which contains a row of five brick, commercial buildings, two of which have arched windows of the Romanesque style, two of which have large oriel windows cantilevered out on the second story suggesting the Queen Anne style, and all of which have decorative, Renaissance Revival cornices corbeled out below their various roof lines.

At the center of town five roads come together like the spokes of a wheel: (clockwise) Elm Street (Route 1), Mechanic Street, Main Street (Route 1), Bay View Street, and Chestnut Street. The Camden Great Fire Historic District skips Mechanic Street because, although its buildings burned to the ground, they have all been replaced and remodeled several times and no longer convey the same period of significance as the Great Fire District. The district does not go down Bay View Street or up Chestnut Street, because the buildings on those streets did not burn in the Great Fire of 1892.

The district skips over Cappy's Chowder House, at No. 1 Main Street, and the Village Restaurant, at No. 7 Main Street, because they did not burn in the Great Fire, and they have been extensively remodeled. The district then continues up both sides of Main Street to the Megunticook River Bridge.

The buildings on the west side of Main Street begin with a dramatic, trapezoid-shaped, Second Empire, brick building and include four Renaissance Revival, brick buildings and the large, non-contributing Masonic Temple, which was severely altered in 1984 to become the Lord Camden Inn. At the end of the row a small, frame building, with a Colonial Revival facade added around 1970, perches on wood pilings over the Megunticook River.

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Directly across the street, the frame Lily, Lupin and Fern Emporium, at 43 Main Street, is not included in the district because the original fish market was enlarged and remodeled in 1997. Continuing south on the east side of Main Street is a small, frame building with a front facing gable; two taller, frame, buildings with flat roofs; the two, 2 ½-story, frame, Greek Revival buildings with front-facing gables that make up the Camden Grist Mill and the Grist Mill Store, a narrow two-story passageway with a flat roof; a large, two-story, frame and stucco Commercial building with a parapet roof; and then three, substantial, two-story, brick Renaissance Revival buildings with common walls and cast iron storefronts. Finally, a tall, Queen Anne inspired, narrow, four-story, brick building with two bays of oriel windows running up the second, third, and fourth stories ends the row of buildings at the pedestrian walkway that leads down to the Public Landing.

The Camden Great Fire Historic District of 22 contributing and one non-contributing commercial buildings possesses uniformity in chronology, in architecture, and in scale. In addition to the history of the district, these typical examples of late 19th century architecture make the Camden Great Fire Historic District eligible to be listed in the National Register of Historic Places. The contributing and non-contributing resources are described more thoroughly below.

WEST SIDE

1. Camden Opera House, 29 Elm Street, 1893. Contributing.

Richardson Romanesque

Architect: Elmer I. Thomas, Lewiston

Contractor/Mason: W. A. Libby & Co.

The Camden Opera House is a large, 3 ½-story, red brick Richardson Romanesque building with a flat hipped roof. The roof has a large hip dormer in the center of the front facade and two large hip dormers on the east side of the low pitched hip roof. A wide cornice of blonde bricks decorates the Elm Street and Washington Street facades and is corbeled out at the top.

The front facade on Elm Street (Route 1) consists of three wide bays. On the first floor, the center bay is a massive, Richardson Romanesque arched entry with the recessed doors leading to the opera house. The arch is articulated with several rows of small bricks and decorative, beaded, terra cotta. A glass storefront with a recessed center door stands on either side of the massive arch. A narrow, granite belt course runs across the front and east side of the building between the first and second stories forming window sills for the windows on the second story. The windows on the second story are arranged in three bays: the bays on the ends contain three windows each, and the bay in the center contains one wider window. All have flat lintels. The wide window in the center bay, between the large metal flag poles, is recessed on each side to form a bay window. The windows on the third story have hooded, arched, Romanesque surrounds. The center bay contains a single window surrounded by a deep, hooded arch of bricks, whereas the two side bays contain three windows each, surrounded by a wide, hooded arch.

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The east side of the building presents an asymmetrical pattern of fenestration. The first story contains eleven irregular bays: the first bay at the southeast corner is a glass storefront window; it is followed by four bays of small, high windows with granite sills; then a door at the top of four granite steps that provide access to the upper stories; next is a storefront with a door recessed in the center and a cast iron lintel over the entire storefront; then a recessed door; finally, three bays of tall, arched openings, two containing windows, while the one in the middle contains a door with a fanlight. The second story contains nine irregular bays of windows with granite lintels and granite sills formed by the granite belt course between the first and second stories. The third story contains eight irregular bays of windows with granite sills and hooded, arched surrounds.

The west side of the building has six randomly spaced double-hung windows on the first floor with granite sills and lintels; six randomly spaced windows and one double glass door on the second story, with granite sills and lintels; and eight randomly spaced windows with granite sills and hooded arched surrounds on the third story. Two large metal fire escapes run across the second and third stories and down to the ground. Two arched windows and a door are located on the basement level where the ground falls away at the back of the west side.

The back of the opera house contains two irregularly spaced, large arched windows with granite sills on the ground (basement) level; two irregularly spaced, small arched windows with granite sills on the first story; and one small window near the center of the attic or fourth floor. Otherwise, the back of the opera house is solid brick, overlooking a small, paved parking lot.

When the Camden Opera House was new in 1894, it was the largest building in Knox County. As businessmen had begun building "on a more generous and magnificent scale than before," and as the Masonic Temple Association undertook the creation of "one of the finest structures in this part of the state," civic leaders led by Judge Reuel Robinson, Mayor William V. Lane, W. R. Gill, Isaac Coombs, and W. D. Knowlton promoted a bond issue to pay for the new town hall. Conservative citizens opposed the bond issue and fought it in the State Legislature and all the way to the State Supreme Court. But optimism and progress prevailed, and the Camden Village Corporation hired architect Elmer I. Thomas of Lewiston to design the building. Thomas was at the height of his meteoric career, designing major commercial blocks, schools, and churches throughout the state. He designed many Renaissance Revival buildings and worked in the Shingle Style, but the Richardson Romanesque Camden Opera House was perhaps one of his finest designs. He died of typhoid, three years later, at the age of 33.¹

The three-and-a-half-story Camden Opera House contained two storefronts on Elm Street, a storefront and a room for the new steam fire engine on Washington Street, a lock-up and a police court behind the Washington Street store, a hall large enough to seat 800 and a banquet room on the second floor, and the offices of the Camden Business Men's Association and the Camden Board of Trade on the third floor. The storefronts on Elm were occupied by the Post Office and Shaw and Beverage Furniture Store. Shaw and Beverage became Prince's Furniture Store, and when the Post Office moved to Chestnut Street in 1915, the vacant store was leased to James Sawyer who opened a dry goods store and sold ladies' and children's ready-to-wear clothing.²

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Today, the first floor of the Opera House is occupied entirely by town offices. The Camden Opera House was listed on the National Register of Historic Places in 1986, and is included in the Camden Great Fire Historic District because the old opera house burned in the Great Fire of 1892, and this new opera house reflects the community spirit and optimism that led to the rebuilding of most of the business district in 1893, immediately following the fire.³

2. William A. French Block, 21 Elm Street, 1893. Contributing.

Renaissance Revival

Mason: Willard S. Giles

Architect: James S. Lee, Boston

Contractors: W. E. Schwartz and H. C. Small

The William A. French Block is a four-story, red brick cube with a flat roof and Renaissance Revival details in the brickwork. The bottom half of the building appears darker and heavier, because the two lower stories are of common bond bricks in red mortar, and the two upper stories are of Flemish bond (light stretchers and dark headers) in white mortar. The French Block stands on the corner of Washington Street and Elm Street (Route 1), and from across Elm Street the two street fronts appear to be mirror images of each other. The bricks on each facade project and recede to form four-story-tall arches surrounding a wide bay at each corner and three narrow, four-story-tall arches in the center of each facade. The wide bays contain two double-hung windows on the second, third, and fourth stories; and the three narrow bays contain one double-hung window on the second, third, and fourth stories. The windows all have granite sills, and the windows on the second and third stories have flat topped segmental arches, while those on the fourth story are arched on top. The brick arches project slightly to form a hood around the top of each bay. There is a decorative cornice of corbeled brickwork, including dentils, under the eaves on all four sides of the French Block. A belt course of red terra cotta divides the second and third stories, just below the third-story window sills.

On the first story on Elm Street, two storefronts have a recessed entrance to the upper stories between them. The storefront on the corner of Elm and Washington Streets is smaller (equal to one large, double bay of the upper stories) and has its entrance recessed under the corner, supported by a square brick pier. The original cast iron storefront has been replaced with smaller windows with brick walls below them. The other storefront, on the east end of the Elm Street facade, was originally two storefronts: a grocery store below two small bays of the upper stories and a candy store below the large double bay near the corner. Each storefront had a large plate glass window, and the two doors were recessed in the middle. Today those storefronts have been remodeled into one storefront for a bank. The entrance and an ATM machine are recessed in the center between tall, triple windows. Transom windows are set in wooden frames, paneled to resemble a cast iron storefront.

On the Washington Street side, the first story contains the corner entrance, the remodeled storefront window and two windows and two doors. The east side of the French Block shares a common wall with the William R. Gill Block. The rear of the French Block faces an alley and contains five bays of windows on the second, third, and fourth stories, as well as a door and three windows on the first story.

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William A. French was an importer of china and president of the Massachusetts National Bank in Boston. In 1888 William Schwartz built a summer cottage for him on Melvin Heights. After the Great Fire, French led a syndicate of investors who financed the construction of the large, brick block, known as the French Block. The three stores on the first floor included the Rose Bros. Pharmacy on the corner, W. V. Farnsworth's grocery store in the middle, and F. G. Mixer's candy store on the east. Rose's Pharmacy became Chandler's Pharmacy around 1897, and it was very popular for years. Mr. Chandler had a telegraph service, and he posted World Series baseball scores and World War I war bulletins in his window. In the 1930s the corner became the Camden Drug Co., a Rexall Pharmacy. Today the corner storefront is the Maine Coast Photo Shop, and the other two storefronts have been combined into the First National Bank of Damariscotta. The upper stories contain offices.⁴

3. William R. Gill Block, 15 Elm Street, 1893. ContributingQueen Anne/Renaissance Revival
Architect: Edwin E. Lewis, GardinerMasons: Libby & Josselyn, Lewiston
Contractor: W. E. Schwartz

The William R. Gill Block is a three-story, red brick commercial building with a flat roof and a large oriel window with a flared hip roof cantilevered out on the west half of the second story. The oriel window and the decorative details in the brickwork suggest the Queen Anne style of architecture. The cast iron storefront on the first story has a large plate glass window filling the east side and entrances to the upper stories and the shop recessed on the west side. Three brick pilasters run up the second and third stories of the Elm Street facade with the two bays of windows between them. The pilasters are corbeled out at the top to form capitals, and a brick cornice is corbeled out under the eaves across the entire front. The windows have granite sills. The windows on the second story have flat lintels, and those on the third story have arched tops. The Gill Block shares a common wall with the French Block on the west, and it shares a common wall with the Bisbee Block on the east.

William R. Gill, clerk of the Mt. Battie Mill and a town selectman and tax assessor, built the Gill Block and had the Wm. R. Gill Boot and Shoe Store on the first floor. The second floor was offices and the third floor was a hall. Gill sold the building to the Dr. D. P. Ordway Plaster Co. in 1903. The Dr. D. P. Ordway Plaster Co. manufactured patent medicines and home remedy plasters for arthritis, indigestion, and foot corns. It had moved its factory to Tannery Lane in Camden in 1902. 15 Elm Street became its store. It employed 100 people, and its mail-order business became so large that the Camden Post Office was upgraded to a first-class post office in 1909. Frank Morrow had a jewelry store on the first floor from the late 1920s through the 1940s. Today the first floor is occupied by the Stonewall Kitchen Company Store.⁵

4. William F. Bisbee Block, 11 Elm Street, 1893. ContributingQueen Anne/Renaissance Revival
Architect/Contractor: Cyrus P. Brown

Mason: Willard S. Giles

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The William F. Bisbee Block is a two-story, roman-brick building with a flat roof and a Queen Anne oriel window with a flared hip roof projecting in the center of the second story. At the eaves corbeled buff brick form a decorative cornice with dentils. The cast iron storefront on the first floor has an entrance to the shop recessed on the left (west) side, and an entrance to the second floor recessed on the right (east) side. The storefront has a large bay window in the center. The bay window no longer has a cast iron frame; it has a narrow metal frame and sits on a low brick wall. But there is a cast iron lintel across the entire front facade, just above the storefront.

The Bisbee Block has three bays of windows on the second story: the large oriel window with a flared hip roof in the center, and a double-hung window with a granite sill and a flat lintel on either side of the oriel window. The Bisbee Block shares a common wall with the Gill Block on the west, and it shares a common wall with the Curtis Block on the east.

Dr. Walter F. Bisbee was a dentist and the son of Deplura H. Bisbee, one of the founders of Bisbee, Marble & Co., makers of blasting powder for the quarries. Dr. Bisbee built his artistic building so that he and his partner, Dr. Miller, could have their dental office on the second floor, looking out from the large plate glass bay window. F. J. Wiley, the tailor, occupied the shop on the first floor. Dr. Bisbee also had an office for the Bisbee Powder Co. The powder company no longer manufactured powder, but it sold powder. In 1892, Dr. Bisbee had converted his powder mill on the Megunticook River to a woolen mill named the Mt. Battie Manufacturing Company. Today the first floor is occupied by the Stitchery Square.⁶

5. John H. Curtis Block, 5 Elm Street, 1893. Contributing.

Renaissance Revival

Mason: Willard S. Giles

Architect: Edwin E. Lewis (Gardiner) Contractors: W. E. Schwartz and H. C. Small

The red brick John H. Curtis Block is three stories tall and has a flat roof. It shares a common wall with the shorter Bisbee Block to the west, and the Carleton & Pascal Co. Block to the east. The Curtis Block was the first brick building to be completed after the fire, and it appears that the architect and contractors worked closely with the builders of the Carleton, Pascal & Co. Block to the east, to make the two buildings appear to be one. Both buildings are of the same mottled red brick and have a uniform, straight, flat, roof line. Corbeled bricks form a wide cornice under the eaves with corbeled dentils below the cornice across the front facade of both buildings. Four brick pilasters run up the facade, dividing the two buildings into three nearly equal wide bays. The pilaster between the buildings is wider than the other pilasters. The Curtis Block contains two of the bays; each of those bays contain two sets of double-hung windows with granite sills and slightly rounded headers. A projecting brick belt course runs between the second and third stories across both buildings and, with the pilasters, divides the upper stories of the two buildings into six large, horizontal rectangles.

The original cast iron storefront has been replaced with large plate glass windows set in narrow aluminum frames resting on low brick walls. The glass front door is recessed in the center, between the large storefront windows. A large, blank wooden panel runs across the width of the Curtis Block just

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above the storefront windows overlapping the bottom edge of the brick facade. A wooden sign in the center says: "Earthbound," the name of the current occupant, in large letters. The Curtis Block was the first to be completed after the fire. John H. Curtis had operated a hardware store at this location since 1838. His son, John C. Curtis, was his partner for many years, and it was John C. who rebuilt the store, and sold hardware on the double-sized first floor. The second floor contained a storeroom for Curtis Hardware and a barber. Curtis Hardware was a Camden institution. Each spring Curtis Hardware sponsored an "Ice-Out Contest," awarding a fishing pole to the person who guessed the exact date and time the last piece of ice floated out of Lake Megunticook, over the dam at the Fish Hatchery. Russell Hall, of Boston, purchased Curtis Hardware in 1949 and operated it under the same name. In 1976 Jack Clinton purchased Curtis Hardware from Hall and operated it until it closed in 1994. Today the first story is occupied by "Earth Bound," a women's clothing store.⁷

6. Carleton, Pascal & Co. Block, 1 Elm Street, 1893. Contributing.

Renaissance Revival

Architect/Contractor: Stephen G. Ritterbush

The three-story, red brick, Carleton, Pascal & Co. Block has a flat roof. It stands on the northwest corner of Elm and Mechanic Streets and shares a common wall with the Curtis Block to the west. The Carleton, Pascal & Co. Block was built at the same time as the Curtis Block, and the architects and builders worked closely together to make the buildings appear to be one. The buildings are of the same mottled red brick and have a uniform, straight, flat, roof line. Corbeled bricks form a wide cornice under the eaves with corbeled dentils under the cornice across the front facade of both buildings. The cornice and dentils continue around the corner, across the east facade, facing Mechanic Street. Four brick pilasters run up the front facade of the two buildings dividing the second and third stories into three, nearly equal, wide bays: two bays of two windows each on the Curtis Block, and one bay of three windows on the Carleton, Pascal & Co. Block. The brick pilaster that runs up the facade where the two buildings join is slightly wider than the others. A projecting brick belt course between the second and third stories runs across the facades of both buildings and, with the pilasters, forms six large rectangles. The three windows on each upper story have granite sills and flat topped segmental arches of yellow bricks.

The original cast iron storefront on the first story has been replaced with plate glass windows surrounded by narrow aluminum frames, sitting on low brick walls, with glass double doors recessed in the center of the storefront. A wide, ornately carved, wooden sign covers the entire width of the front facade above the storefront and contains the logo of French & Brawn.

The remodeled storefront window wraps around the corner onto the Mechanic Street side for one narrow bay. The Mechanic Street side of the Carleton, Pascal & Co. Block has five brick pilasters running up the second and third stories, dividing the upper stories of the facade into four unequal bays: a narrow bay containing one window on each end, and two wide bays containing three windows in the middle. A belt course of projecting bricks runs along the facade between the second and third stories.

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The double-hung windows are topped with buff bricks forming a flat topped segmental arch. With the corbeled cornice and dentils, the brick pilasters, and the yellow flat topped segmental arches above the windows, the upper stories on the east side of the building resemble the upper stories on the south side.

On the ground floor of the east side of the Carleton, Pascal & Co. Block, the remodeled storefront window on the corner is followed by a wide expanse of blank brick wall, and then a wide expanse of glass blocks, divided into three sections by four cast iron pilasters which support a long cast iron lintel. The glass blocks and the new brick walls below them replaced a cast iron storefront with an entrance in its middle section. Following the glass blocks, a doorway to the second floor is recessed under an archway articulated with buff bricks.

The landmark grocery store on the corner of Elm and Mechanic began operation as Cleveland and Simonton in 1868. It was purchased by Carleton, Norwood & Co. the following year. The great firm of Carleton, Norwood & Co., with headquarters in Rockport, was owned and operated by three generations of Carletons and Norwoods, including several brothers of each, and was involved in lime manufacturing, shipping, shipbuilding, and ship-provisioning. Their fine grocery store in Camden catered especially to sea captains and yacht owners. In 1882 one of the Carletons went into partnership with William H. Pascal to operate the grocery store. After the Great Fire, Carleton, Norwood & Co. rebuilt the grocery store, named Carleton, Pascal & Co. Carleton, Pascal & Co. sold fine groceries, confections and cigars on the first floor and crockery and woodenware on the second floor. Alton French went to work for Carleton, Pascal & Co. in 1899, and in 1927 the grocery store became Carleton, French & Co. William Brawn became a partner of Alton French in 1954, and the name changed to French & Brawn. Brawn's son, Jeff, became the manager in 1979, and Todd Anderson became Jeff Brawn's partner in 1995. They still have the finest groceries around and cater especially to yacht owners and summer people.⁸

On the north side, the Carleton, Pascal & Co. Block shares a common wall with the old Fairyland Theater. The theater was built in 1904, converted into a bakery in 1913, and totally remodeled in 1993 when a second story was added and the common wall removed to make it part of the French & Brawn grocery store in the Carleton, Pascal & Co. Block. This new addition to the building is not included in the district.

7. B. F. Adams Block, 10 Main Street, 1893. Contributing.

Second Empire

Architect/Contractor: H. C. Small

Masons: Hopkins & Washburn

The two-and-a-half-story, Second Empire B. F. Adams Block is the most dramatic building in the Camden Business District. It stands on the corner where Elm and Mechanic and Main Streets come together, and it is shaped like a trapezoid, with elevations facing Mechanic Street, the large intersection, and Main Street. The B. F. Adams Block shares a common wall with the Cleveland Block to the north.

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The tall Mansard roof gives the building the appearance of being three stories high. The hipped top of the Mansard roof is of asphalt shingles, and the sides of the Mansard roof are of decorative, patterned, slate shingles. The break between the top and the sides of the roof is articulated with a curb of sharp, triangular, slate shingles. Two dormers with pedimented gables project on the Mechanic Street side, and two similar dormers with pedimented gables project on the Main Street side. A large, arched dormer, with a small, pedimented gable roof over the center, fills the end of the Mansard roof overlooking the intersection and contains a large, nearly circular window.

There is a decorative cornice of dentils and ridges made of corbeled and sawtooth bricks under the eaves on the three elevations that face the streets. The cornice is similar to that on the Cleveland Block (#8), next door. A cast iron belt course separates the first and second stories. The second story on Mechanic Street contains three bays of large, double-hung windows, and the second story on Main Street contains three bays of large, double-hung windows. The second story on the end of the building that faces the intersection contains two bays with a large, double-hung window on either side of a plain, granite plaque in the center that reads "B F Adams 1893". All of the windows on the second story have granite sills and granite lintels and each lintel has a granite spear-point keystone above its center, similar to those on the adjacent Cleveland Block (#8) and the Arau Block (#22) across the street.

On the Mechanic Street side, the first floor of the Adams Block contains a recessed door on the far left, an expanse of brick wall in the center, and a large storefront window in an aluminum frame on the right. On the end of the building that faces the intersection, the first floor contains a recessed door on the left, a brick wall in the center, and a storefront window in a narrow aluminum frame on the right-hand corner. On the Main Street side, the entire first floor is a large cast iron storefront with the entrance recessed in the center.

The Adams Block was built by Benjamin F. Adams on the site where his shoe store had burned in the great fire. Adams signed a ten year lease with Charles I. Wiley and Ephriam G. Wiley for a grocery and provisions store on the first floor and in the basement. Charles Wiley helped to choose the modern meat freezer and refrigeration units. The second floor contains offices and, at first, the third floor was used as the headquarters for an organization raising money to erect a monument to Union soldiers at Monument Square (the intersection of Main, Mountain, and High Streets). The grocery store became Brown's Market in the 1920s, and Ora Brown was still there in 1947. Clarence Waterman and Charlie Mitchell took over Brown's Market about the same time that Sam Haskell and Harold Corthell bought the building in the 1940s. Haskell and Corthell expanded their clothing store into the first floor shop in the 1960s. Today the building is owned by the Dickey family, grandchildren of Harold Corthell, and Bill Dickey operates the Camden Embroidery Shop on the first floor.⁹

8. H. H. Cleveland Block, 16 Main Street, 1893. Contributing.
Renaissance Revival

Architect/Contractor: H. C. Small

Mason: Fred Andrews, Rockport

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The three-story, red brick Cleveland Block has a flat roof and shares a common wall with the Adams Block to the south, and a common wall with the Huse Block to the north. It has a wide cornice of decorative brickwork across the front under the eaves.

A different number of bays occurs on each story. The third story contains four bays of double-hung windows. The second story also contains four double-hung windows, but they are arranged in three bays: a bay on each end under the bay above it, and one wide bay in the center with two windows close together under one lintel. All of the second- and third-story windows have granite sills and granite lintels with a granite spear-point keystone above the center of each lintel, similar to those on the B. F. Adams Block (# 7) and the Arau Block (# 22). The light colored sills, lintels, and spear-points provide a rich contrast to the red brick on this Renaissance Revival facade.

The first story contains a door to the upper stories recessed under the first bay of windows on the left. The rest of the first story contains a cast iron storefront with the entrance recessed in the center of the storefront. An awning runs across the entire Main Street facade, just above the storefront. A wide wooden panel, containing a smaller sign that reads "The Foreside Company," runs across the entire facade, just above the awning. It covers the granite sills of the windows on the second story. Originally, the Cleveland Block also fronted on Mechanic Street, but because of alterations to the storefront on Mechanic Street that facade does not contribute to the district, and it is not included in the district.

Harvey H. Cleveland was a native of Camden, born in 1816. He spent his early life on a farm and teaching school. In 1854 he established the Union Store at this location. His sons, James S. and George H. became his partners in 1868. After a fire in 1887, he immediately built a fine wooden block at this location. He died in 1889. After the Great Fire of 1892, Cleveland's estate built this three-story, brick building. The first story was occupied by A. L. Worthing, a milliner, and J. B. Williamson, a jeweler. The second floor contained W. P. Weymouth's restaurant, and the third floor was a hall, used for many well-attended dances. In 1894, E. D. Crockett operated a billiards and pool room on the second floor and sold choice cigars and tobacco.

The Megunticook Fruit Company occupied the first floor in 1927, the Woman's Shop occupied it in 1936, and by 1947 Stevenson's Candy Shop was located at 6 Main Street. For many years this was Haskell and Corthell's Men's Shop. Today it is occupied by the Foreside Company, selling home decorating items.¹⁰

9. Jonathan Huse Block, [16] Main Street, 1903. Contributing. Architect/Contractor: Cyrus P. Brown

The two-and-a-half-story, red brick, vernacular Huse Block is the newest and most plain building on the west side of Main Street. It has a flat roof and shares a common wall with the Cleveland Block to the south, and a common wall with the Russell Block to the north. A simple cornice defined by a pattern in the brickwork runs across the front facade under the eaves. Old photographs indicate that the simple

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cornice replaced a deeper, more decorative cornice of corbeled bricks. With its original cornice, the Huse Block referenced the Renaissance Revival style found throughout the district. The changes to the cornice modernized the building in the Commercial style of architecture with its light masonry and its minimal details.

The second story contains four bays of double-hung windows with granite sills and flat arches. In the deep brick wall above the windows, two carved granite plaques read "HUSE" and "1903." On the first story the original cast iron storefront has been replaced with mottled brick walls which support shorter storefront windows in narrow aluminum frames with an entrance recessed in the center of the storefront, and a doorway to the second story recessed on the right. Above the storefront windows, a wide wooden panel with decorative trim runs across the entire front facade and across the entire facade of the Russell Block to the north. The large "Planet" logo fills the center of the long wooden panel. The Planet toy store occupies the first floor of both buildings.

Dr. Jonathan Huse was born in Warren, Maine, in 1811, and he graduated from the Warren Academy. He studied medicine with his uncle, Dr. Joseph Huse, of Camden, and he attended the Maine Medical School at Bowdoin College. He was a well-loved doctor in Camden for over fifty years, advocating the outdoor life, ventilation, and diet. His son, Dr. Benjamin D. Huse, was also a physician. Thus, for over 110 years there was always a Dr. Huse in Camden. Dr. Jonathan Huse died in 1883, and twenty years later his estate built this two-story, brick building. The lot had been vacant for ten years. Sam Haskell opened a men's clothing store on the first floor as soon as the building was ready. The sign above his door read: "Outfitter S. B. Haskell Clothier." Harold Corthell became Haskell's head salesman in 1913, and his partner in 1923. Haskell & Corthell was so successful that they expanded into four of the brick buildings on the west side of Main Street, selling men's clothing, women's clothing, and shoes. Haskell & Corthell did not go out of business until the 1990s. Today, the building is owned by the Dickey family, grandchildren of Harold Corthell, and the first floor is occupied by the Planet toy store.¹¹

10. Franklin E. Russell Block, 20 Main Street, 1893. Contributing.

Romanesque/Renaissance Revival

Architect: Henry Bailey Alden

Contractor: Cyrus P. Brown

The small, two-story, mottled light brown brick Russell Block has a flat roof and shares common walls with the Huse Block to the south and with the Masonic Temple to the north. The Russell Block contains Renaissance Revival details in the brickwork on the second story. The bricks are corbeled to form a bracket on each corner under the eaves, while a deep cornice runs across the front facade under the eaves. The cornice consists of two straight rows of corbeled bricks and two rows of bricks corbeled in a scallop pattern below the straight rows. The second story contains three bays of double-hung windows with granite sills and hooded arches. Each arch is articulated with corbeled bricks that form a hood over the arch, and each hood rests on capitals, although there are no columns below the capitals. The capitals are connected to each other by dentils, and the bricks form a recessed panel between the windows.

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On the first story, the cast iron storefront has been replaced with mottled red brick walls that support storefront windows in narrow aluminum frames with the entrance recessed in the center. The present storefront is wider than the original storefront, and the doorway to the second floor which used to be to the left of the storefront has been eliminated. Now, access to the second floor is through the doorway in the Huse Block to the south. A wide wooden panel with decorative trim fills the space between the storefront and the second story window sills across the entire front facade and across the facade of the Huse Block to the south. The large Planet logo fills the center of the long wooden panel. The Planet toy store occupies the first floor of both buildings.

Franklin Russell hailed from Boston, and before the fire he owned a large wooden block at this location, where he and his sisters operated The Boston Store. After the fire he built this two-story brick block and again called his shop The Boston Store. It was known for its beautiful brass chandeliers and its fancy dry goods. The Boston Store was managed by Frank Russell's sisters, Misses Emma and Carrie Russell. The local young ladies enjoyed clerking at the Boston Store because they admired the Russell sisters. By 1927 Ezra B. Clark, Clothing, occupied 20 Maine Street, and by 1936 it was Warren's Pharmacy. In 1947 it was Libby's Pharmacy. For many years it was part of Haskell & Corthell, and today it is part of the Planet toy store.¹²

11. Masonic Temple Block, 26 Main Street, 1893. Non-contributing.

Architect: Edwin E. Lewis (Gardiner)

Masons: Hopkins & Washburn

Contractor: Stephen G. Ritterbush

The large, four-story, red brick Masonic Temple Block is non-contributing because the two, original, huge, central arches and other Richardson Romanesque details were removed when the building was remodeled and converted into a hotel in 1984. The building has a flat roof and shares common walls with the Russell Block to the south, and the Fletcher Block to the north. The second and third stories of the front facade overlooking Main Street contain six bays of sliding glass doors recessed to form small balconies with a Tuscan column on each side of each balcony, white wooden railings across the front, and bright blue awnings. The fourth story was added to replace a lower half-story, and its front facade of frame clapboards is set back to allow six bays of large windows with glass doors in the center of each, opening on to roof-top balconies with clapboard or brick partitions between them. The end walls on the fourth story are of brick.

The four cast iron storefronts on the first story were replaced with a white terra cotta brick wall that contains four storefronts with large windows set in narrow metal frames and an entrance recessed in the middle of each. An entrance to the Lord Camden Inn is recessed under a large, bright blue, semi-spherical awning on the left-center of the front facade, between the second and third storefronts.

The Camden Masons lost their beautiful hall in the Great Fire of 1892, and the brethren immediately raise \$50,000 and built their magnificent Richardson Romanesque Masonic Temple on the old site and on the lot next to theirs that had belonged to George L. Follansbee. Follansbee had

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operated Follansbee & Co., Dry Goods, with his brother Charles since the 1850s. After the Great Fire Follansbee & Co. relocated in one of the larger shops in the Masonic Temple. George Follansbee died soon after the new business opened, and Charles continued the business under the name of Follansbee & Wood, Dry Goods. The other large shop on the first floor was occupied by George W. Achorn, Dry Goods. Also on the first floor were two smaller shops: Fred Lewis's Jewelry Store and News Stand, and Colson & Staples, Milliners. The second story contained a tailor, a doctor, a dressmaker, and a barber. The top two floors were occupied by the masons. The third floor included a banquet hall. In 1927 the first floor was occupied by George W. Achorn Department Store and Fred W. Ellwell, Dry Goods. In 1936 it was Achorn's Department Store and Walter O. Hall, Dry Goods. In 1947 the first floor was mostly Achorn's Department Store. In 1984 the building was remodeled to accommodate the Lord Camden Inn on the second, third, and fourth floors, and the first floor is occupied by Etienne's Jewelry, Wild Rufus Music Store, and Rockport Blueprint, selling art supplies.¹³

12. Edwin C. Fletcher Block, 30 Main Street, 1893. Contributing.

Renaissance Revival

Architect/Contractor: Stephen G. Ritterbush Masons: Hopkins & Washburn

The striking Renaissance Revival details of the two-and-a-half-story Fletcher Block stand out because the front facade is of both red and buff brick used to emphasize the decorative details. The first story has red brick walls on the corners. On the left, an entrance to the second story is recessed under an arch articulated with buff bricks. Above the arch a dark red terra cotta plaque reads: "Fletcher 1893 Building." A storefront with glass windows set in metal frames fills the rest of the first story facade and has a glass door recessed in the middle of the windows. Above the storefront windows, an old wooden sign reads "BOYNTON MCKAY."

The second story has a buff brick wall and contains four bays: a blank bay of buff brick and three bays of double-hung windows with granite sills and flat topped segmental arches containing a red brick keystone in the center. The buff brick wall of the upper stories is framed with projecting red bricks on the corners and projecting red brick bands that run up the wall between the first and second bay and another projecting band of red bricks that runs across the entire facade above the second story. A deep cornice of corbeled red and buff bricks makes a pattern across the building under the eaves. The Fletcher Block has a flat roof and shares a common wall with the Masonic Temple Block to the south. On the north facade the Fletcher Block has three bays of double hung windows on the second story and a tall, narrow, cast iron storefront window, at the front, on the first story.

Edwin C. Fletcher, Camden pharmacist, retired two years before the Great Fire and sold his business to Elkanah E. Boynton from Rockland. After the fire, Fletcher built this unusual, multi-colored, brick building for the Boynton Pharmacy and soda fountain, and F. P. French's Cafe, upstairs. Fletcher became the president of the Knox Woolen Mill.

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Thomas McKay became a partner of E. E. Boynton and then operated the Boynton McKay Pharmacy after Boynton died in 1929. Boynton McKay's pharmacy and soda fountain were a popular gathering place until the pharmacy closed in the late 1990s. Today Boynton McKay is a lunchroom that goes by the name of the old pharmacy.¹⁴

13. Fletcher Building, 32 Main Street, 1893, altered 1950s and c. 1970. Contributing. Colonial Revival

The small, one-and-a-half-story, white, frame vernacular Fletcher Building is built on wooden pilings over the Megunticook River. Originally this small, deep building had a simple, front-facing gable and a large glass window on either side of the front door which opened onto the sidewalk. There was a window in the gable, above the front door. The facade was shingled and the windows and door had dark trim. The south wall nearly abutted the Edwin C. Fletcher Block, as it does today. Around 1970, a cross gable addition with a slightly taller gable roof was added toward the front of the building. Today, the walls are white clapboards. The front facade contains a large apothecary window on either side of a glass door that is recessed in the center under a tall, deep arch which has an oversized wrought iron lantern hanging in the archway over the door. A modest, wooden "House of Logan" sign hangs above each of the front windows.

On the north elevation, over the river, a bay window with narrow shutters is cantilevered out under the center of the cross gable and there is a small, double-hung window with shutters over the bay window in the center of the gable. The west end of the north elevation, beyond the cross gable contains a trio of double-hung windows, with narrow shutters on each end. On the rear (west) elevation, over the water, the first story contains a wide window in the center with a double-hung window on either end. Above it, there is a small, double-hung window with shutters in the gable.

E. C. Fletcher built this small, vernacular building with apothecary windows right after the Great Fire. Because it is built over the Megunticook River, it is built of wood. In the 1894 Camden Directory it is listed as: "Page's Confectionery, selling fresh candy, soda, fruit, and cigars, on Main St. on the Bridge, L. A. Page, proprietor." By 1899 it was Frank Hoffses' Fruit and Confectionery. In 1905 it was Kennedy's Fruit and Confectionery on Main St. on the Bridge, also selling cigars and tobacco.¹⁵

For some years this little building was a pool room. Then in 1961, The House of Logan, an exclusive women's dress shop, moved to this location. The original House of Logan is still selling women's clothes in Boothbay Harbor. In 1970, architect Walter Skinner changed the front facade, so that the door is recessed under a tall, deep archway. The House of Logan has been at this location for over 45 years.¹⁶

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EAST SIDE.

14. Herbert J. Potter Studio, 41 Main Street, ca. 1898/ 1919. Contributing.

The small, frame, one-and-a-half-story, vernacular building that has been known as The Smiling Cow since 1941, was moved to this location in 1919 from just west of the Village Green. It has a front-facing gable, and it is painted white with dark red trim. On the right it has a large wooden storefront window with a window box underneath. There is a door in the center, and on the left three hinged panels with windows in the top push completely to the left and create a large opening when the store is open in the summer. There is a large red and white striped awning above the paneled opening and the door on the left, and a smaller red and white striped awning over the storefront window on the right. There is a small double-hung window above the door in the center of the gable. The wide eaves are supported by large wooden brackets. The narrow spaces between the building on the left and the building on the right are closed off with wood panels that are used as bulletin boards.

The deep rear of the building stands on steel pilings in the catch basin of the Megunticook River falls. A two-story, frame addition with a gable roof has been cantilevered out over the water. There is a deck, surrounded by a picket fence, projecting on both stories. In the center of the first story, a large double door opens onto the deck, and there is a large picture window on either side of the doors. The second story has a door opening onto the deck in the center and double picture windows on either side of the door.

Herbert J. Potter had a photography studio on Elm St, across from the Camden Opera House, as early as 1898. In his *History of Camden and Rockport, Maine*, Reuel Robinson says that Potter's Studio was built by William V. Lane, another photographer, in 1883. In 1919 Potter moved his studio (the entire little frame building) down Main Street and set it on pilings over the Megunticook River catch basin. He continued to operate his photograph studio there until he moved to Chestnut Street, some time after 1903. In the 1930s, the little building served as Lenfest's Automotive Service. In 1941, Henry W. Fisher purchased the building and opened The Smiling Cow gift shop. Today, the Smiling Cow is a Camden landmark and is owned and operated by Henry Fisher's daughter, Meg Quijano.¹⁷

15. Rockland, Thomaston & Camden Street Railway Waiting Room, 39 Main Street, 1915. Contributing.

This two-story, frame vernacular building has a flat parapet roof with a moulded, overhanging cornices and a wide frieze. Small Italianate brackets are located at the corners of the buildin.

The first story has a door to the second floor on the right, and the rest of the front facade is filled with large storefront windows in wooden frames with a glass door in the center. The wall of the first-story is

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wood paneling articulated with wood strips and painted a dark purple to contrast with the brown of the panels and the clapboards. The second story is faced with clapboards and contains three bays of double-hung windows. The narrow spaces between the building and those on either side are closed off with wood panels.

The back of the building stands on wooden pilings in the catch basin of the Megunticook River falls. On the second story, the plain clapboard walls contain two wide bays of picture windows with casement windows on each end of each window. On the first story, double glass doors open onto a deck on the left, and there is a wide picture window with casement windows on each end on the right.

In August of 1915 the Rockland, Thomaston & Camden Street Railway built a waiting station at the end of the streetcar line by the bridge on Main Street. The first floor was also a place where customers could pay their electric bills and purchase small electrical appliances. The second floor was a tenement (apartment.) The trolley had begun operation in 1892 and ceased operation in 1931. By then the property belonged to the Central Maine Power Company, and customers continued to pay their electric bills at this building until it was sold to Henry Fisher in 1959. This building was thought to have been Elwell's Garage, but Elwell's Garage was north of the bridge over the Megunticook River, and was torn down in 1929 to make way for Harbor Park. Today, the first floor is occupied by Surroundings, a gift shop.¹⁸

16. Fred F. Thomas Building, 37 Main Street, 1905, altered 1999. Contributing.

This two-story, frame, vernacular building has a flat roof and white clapboard siding. The large storefront windows in wood frames that fill the first story have a glass door recessed in the center, and there are transoms above the storefront windows and the door. The second story, which was added in 1999, contains four bays of double-hung windows. It has a simple cornice and a frieze board under the eaves. Although the change altered the historic facade, in massing, set back, proportions, and materials, it compliments the adjacent properties and does not disrupt the overall character of the district. The narrow space between the building and those on either side are closed off by wooden panels.

The rear of the building extends out over the catch basin of the Megunticook River falls on wood pilings. The first story has an unusual pattern of clustered casement windows, almost Palladian in shape. There is a tall picture window on each end, then a pair of tall, narrow casement windows on either side of a large picture window in the center. Six small, square casement windows open across the bottom of the center casement and picture windows, and three horizontal windows lie directly above the center of the window pattern. The second story contains seven sliding glass doors that open onto a wide deck. There are small windows above the sliding glass doors.

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Fred F. Thomas owned a lunchroom on Elm Street for many years. He also operated a merry-go-round in the summers at Union and Park. In 1905 he built a humble, one-story restaurant here, at the end of the streetcar line, named the "Two by Twice," possibly because it was his second restaurant. In 1920 Thomas converted the little restaurant into a cash grocery. In 1928 Fred Thomas's Grocery Store became an A & P grocery store, and Thomas opened an antiques shop next door in the old grist mill store. In 1928 there were two A & P grocery stores in the business district, for there was also one at 37 Elm Street. This building was Nash's Market in the 1950s and 1960s, owned by Hal Nash. It is now the Camden Deli, serving lunch and supper. The Camden Deli added a second story in 1999. The second story addition compliments the vernacular style of the Rockland, Thomaston & Camden Street Railway Waiting Room to the north.¹⁹

17. Camden Grist Mill Store, 35 Main Street, 1892. Contributing. Greek Revival

The Camden Grist Mill Store is a two-and-a-half-story, frame vernacular building with a front facing gable roof and clapboard siding. The clapboards are painted dark red and the trim is cream colored. The first story consists of three bays: a recessed door in the center between two large glass windows. The second story consists of three bays of double-hung windows. There is a smaller, double-hung window in the center of the gable, under the eaves. The contrast in colors between the clapboard walls and the trim highlight some simple Greek Revival details that were popular in Maine from the 1820s until well after the Civil War, for instance: the front-facing gable with an entablature under the eaves, the returns at the corners of the eaves that suggest a pediment, the contrasting corner boards that suggest pilasters, the decorative, flat, window crowns, and the hint of a pediment over the door.

The grist mill store is connected to the grist mill on the south by a tall, narrow, two-story passageway with a flat roof. The frame passageway is one bay wide. On the first story a door opens onto the stairway that leads to the second floor, and the second story has a small, double-hung window. The facade of the passageway is shingled, and it has an entablature under the eaves of the flat roof. At the back of the grist mill store, the first story extends out over the Megunticook River dam and spillway, supported on wood pilings. The first story contains seven narrow bays: a window, a door onto the deck, a window, a double window, another door, and a window. The second story does not extend as far over the water as the first. It has a door onto the first story's flat roof and a sliding glass door. Above the second story there is a double casement window in the center of the gable under the eaves.

Samuel G. Adams and Samuel D. Carleton were early owners of the Camden Grist Mill and provided a very important service to local farmers and farmers from the back country. After the Great Fire of 1892, the Camden Grist Mill had to be rebuilt right away so that farmers would have a place to bring their winter wheat. After the fire, the millstones were located in the basement of the actual mill to the south, and this building was used as the Grist Mill Store, selling flour and grain to the public.

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As flour became readily available in grocery stores, this separate store was no longer needed. Fred F. Thomas opened an antiques shop in this building in 1928, and, when the miniature golf fad swept the country in 1930, he constructed a small course inside his shop. In the early 1940s this was The Sandwich Shop and a Western Union telegraph office. Today it is Marriner's Restaurant, and it advertises "On the waterfall since 1942."²⁰

18. Camden Grist Mill, 31 Main Street, 1892. Contributing. Greek Revival

The Camden Grist Mill was rebuilt immediately after the fire so farmers would have a place to grind their grain. Because it is built over the Megunticook River catch basin, it is built of wood. The two-and-a-half-story, frame vernacular building has clapboard siding and a hint of Greek Revival in its details. The Greek Revival details on this building include: the front-facing gable, the perfect symmetry, the architrave trim under the eaves and around the windows, the returns at the corners of the eaves which suggest a pediment, the contrasting corner boards which suggest pilasters, and the decorative window crowns.

The first story consists of three bays. The center bay contains a large, recessed door surrounded by pilasters, an entablature, and a broken pediment containing an urn above the entablature. (The pediment was a later addition.) The bays on either side of the door each contain a large, square, storefront window with a decorative, carved wooden fan above each window. Historic photographs suggest that originally the first story had more simple details such as flat window crowns but, as with the Fletcher Building, the storefront received a Colonial Revival update, probably in the 1950s.

The second story consists of three bays. Each bay contains a double-hung window with a flat window crown projecting above it and louvered shutters. One double-hung window with a flat window crown projecting above it and louvered shutters occupies the center of the half-story under the gable. The grist mill is connected to the grist mill store on the north by a tall, narrow, two-story passageway with a flat roof. The front of the passageway is shingled, and the single bay contains a door on the first story; a small, double-hung window on the second story; and an architrave and entablature under the eaves. Inside, the passageway contains a stairway to the second floor of the grist mill store on the north. The basement of the grist mill is of stone. It contains the old mill wheels, and the water of the Megunticook River pours through it.

The back of the grist mill projects on a rock foundation further than the other buildings built over the Megunticook River spillway. On the first story, a door and a window on the left open onto a deck across the back, and there are three bays of double, double-hung windows. The deck is connected to the deck on the back of the grist mill store. On the left side of the second story, a large picture window has a double-hung window on either end; and there is a separate double-hung window on the right side of the second story.

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Samuel G. Adams and Samuel D. Carleton were early owners of the Camden Grist Mill and provided a very important service to local farmers and farmers from the back country. After the Great Fire of 1892, the Camden Grist Mill had to be rebuilt right away so that farmers would have a place to bring their winter wheat. After the fire, the millstones were located in the basement of this building, the actual mill, and the building to the north was used as the Grist Mill Store, selling flour and grain to the public. Captain Isaac W. Sherman, a former sea captain for Carleton, Norwood & Co., was a part owner and manager of the grist mill from 1890 until his death in 1901. The mill closed in the 1940s, and the building became Lenfest's Automotive Service, selling Studebaker automobiles and Tydol gasoline. From the 1950s through the 1970s this was the Tweed Shop, a ladies' dress shop, and it was featured in the movie *Peyton Place*. Today it is the Planet Emporium, a ladies dress shop.²¹

**19. George H. Cleveland Building, 25 Main Street, 1892 / 1909. Contributing.
Commercial Style**

The two-story, frame vernacular George H. Cleveland Building was constructed as a single story building immediately after the fire. The addition of the second story in 1909 and the use of light stucco on the facade of this very rectilinear building suggest the more modern Commercial style of architecture. The south wall of the Cleveland Building has been extended and tied into the Hodgman Block on the south, and the front stucco wall abuts the Hodgman Block on the right. On the left, the tiny storefront and the stucco panel above it were extended to abut the south wall of the Camden Grist Mill Building, but the second-story wall of the Cleveland Building does not abut the grist mill because of the wide, overhanging eaves and return on the grist mill.

The first story consists of a storefront (one bay) on the left, a large storefront (five bays) in the center, and a door to the second floor (one bay) on the right. The large storefront in the center consists of two large plate glass windows in wooden frames with wood panels below, on either side of a recessed double door in the center. The space for the third plate glass window on the left has become a small storefront with a glass door and a narrow plate glass window, and the space for the third plate glass window on the right has become a wood panel used as a bulletin board by the Allen Agency real estate company on the second floor. The exposed half timbers articulate seven bays on the second story: three bays of double, double-hung windows and four bays of solid stucco on either end and between the window bays.

The back of the Cleveland Building is four stories tall. The lower two stories are actually below Main Street. The falls of the Megunticook River divide in the spillway to the north, and a branch of the falls crosses and falls behind the grist mill, into a channel that runs out to the harbor behind the Cleveland Building. A small, wooden walkway on wood pilings crosses the back of the Cleveland Building at the lowest basement level. On the first story (above the basement) there are four, small, square, casement windows offset to the right. On the second story, there is a tall, double-hung window on the left and six, small, square casement windows on the right. The third story contains three wide picture windows with casement windows on either side of each. A wrought iron fire escape descends on the left side of the

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back with a landing on the second and third stories.

George H. Cleveland was a son of Harvey H. Cleveland who owned the Union Store on the west side of Main Street. George Cleveland was a great believer in Camden as a summer resort, and he built the Lake City Inn on Lake Megunticook in 1892. The inn burned to the ground in 1895, but the idea of a summer resort at Lake City had caught on, and summer cottages continued to be built all around the shore of Lake Megunticook.

George Cleveland operated a general store, selling groceries, flour, grain, fruit, fish, seafood, meat, provisions, candy, crockery, china, glassware, cutlery, tinware, woodenware, hardware, sporting goods, toys, games, and musical merchandise in his lofty, wooden building at this location. It was in his general store that the great fire began on the night of November 1, 1892. Because so many people depended on him for his large variety of merchandise, Cleveland felt a special urgency about reopening his store. He quickly built a temporary, one story, frame building at this location and was open before Christmas of 1892. He intended to replace his temporary building, but the Panic of 1893 forced him to just patch and expand. In 1896 Cleveland had contractor Spencer Meno raise the building to street level which had been raised after the building was constructed. Mero also put a new front on the store. In 1909 Cleveland added a second story and moved his hardware department upstairs. In 1910, he changed the name of his store to The Village Shop, and in 1914 he sold The Village Shop to Jessie Hosmer who had worked for him since she graduated from high school in 1904. Miss Hosmer installed large plate glass windows on the front in 1914. She and her bookkeeper-partner, Bertha Clason, pioneered in the gift shop business. They were the first to sell gifts, stationery, china, books, Maine crafts, children's toys, and penny candy. The Village Shop is still popular, over 100 years later.²²

20. George Hodgman Block, 21 Main Street, 1893. Contributing.

Colonial Revival

Architect/Contractor: Cyrus P. Brown

Mason: Willard S. Giles

The two-story, red brick Hodgman Block shares a common wall with the Burd Block to the south. The two buildings were built at the same time, and the owners used the same architect/contractor, and the buildings look like they are one 5-bay building. They have a flat roof and a decorative cornice of corbeled bricks running under the eaves of both buildings and also across the facade of the Arau Block to the south of the Burd Block. Below the cornice, the bricks on the Hodgman and Burd Blocks are recessed slightly to create the impression of a projecting brick frame running up the north edge of the Hodgman Block, across the top of both blocks, and down the south edge of the Burd Block. Thus, the Arau Block appears to project slightly. The north side of the Hodgman Block abuts the wooden Cleveland Building on the north.

The second story of the Hodgman Block contains three bays: two bays of double-hung windows, with a similar window which has been bricked in on the right. The windows are the same as those on the Burd Block. They all have granite sills and a flat topped segmental arch above. On the first story of

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the Hodgman Block, a cast iron storefront on the left has its entrance recessed in the center of the storefront, and a doorway to the second floor is recessed on the right. A wide cast iron lintel runs across the entire facade of both the Hodgman and Burd Blocks, just above the storefronts. A large wooden sign for "Maine Gathering" covers the cast iron lintel on the Hodgman Block.

At the back of the Hodgman Block, one sees that it is the first building built entirely on land, with the Megunticook River falls to the north. The Hodgman and Burd Blocks appear to be one building, and they project farther than any of the other buildings. On the back side, because of the slope of the land and the exposed basements, they appear to be three stories tall with a flat roof. Both buildings have three bays of double-hung windows with granite sills and segmental arches on the upper floors. The windows on the Hodgman Block have been reduced to accommodate windows with flat tops. On the basement level, the center bay contains a door opening onto a wooden deck that runs across the back of both buildings. A fire escape landing from the third floor right window connects to the fire escape that descends on the left side of the Cleveland Building.

George T. Hodgman was born in Camden in 1860 and began his clothing business in the 1880s. A photograph of Hodgman & Co. when it was located in the frame building next to the original Camden National Bank, shows that Hodgman advertised: "Gents' Furnishing Goods," "Clothing, Hats and Caps," and "Rubber Clothing" for fishermen. Hodgman served as a selectman, a collector of customs, a postmaster, and a representative to the state legislature. After the Great Fire, Hodgman built a two-story, brick block on the east side of Main Street, just south of the wooden buildings built over the Megunticook River falls. He used the same architect and builder as George Burd used for his two-story brick block next door, and it appears that the two buildings are one. But an article about the rebuilding in the *Camden Herald* on December 15, 1893, stated: "Although this block was built in company, it is by no means a company building. Mr. Burd owns the southerly half, and Mr. Hodgman that on the northerly side." The second floor of the Hodgman Block was originally occupied by J. B. Swan & Son, undertakers and casket salesmen.

The Camden Directory for 1899 lists: "Hodgman & Co., Main St., swell suits, natty overcoats, hats." Hodgman also sold children's clothing. His brother, J. Hale Hodgman, was his partner, and eventually Maurice Payson, a long-time employee, bought the business. George Hodgman died in 1926, but Hodgman Clothing continued to sell men's clothing until the early 1970s. Today the Hodgman Block is occupied by Maine Gathering, selling fine Maine crafts and candy.²³

21. George Burd Building, 17 Main Street, 1893. Contributing.

Colonial Revival

Architect/Contractor: Cyrus P. Brown

Mason: Willard S. Giles

The two-story, red brick Burd Block shares a common wall with the Hodgman Block on the north. The two buildings were built at the same time, and the owners used the same architect/contractor, and

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they look like they are one 5-bay building. They have a flat roof and a decorative cornice of corbeled bricks under their eaves which runs across the entire facade of both buildings and the facade of the Arau Block, to the south of the Burd Block. The Burd Block shares a common wall with the Arau Block. Below the cornice, the bricks on the Hodgman and Burd Blocks are recessed slightly to create the impression of a projecting brick frame running up the north edge of the Hodgman Block, across the tops of both blocks, and down the south edge of the Burd Block. It also creates the impression that the Arau Block on the south projects slightly.

The second story of the Burd Block contains two bays of double-hung windows, identical to the three bays of windows on the second story of the Hodgman Block. They have granite sills and flat topped segmental arches.

The first story of the Burd Block contains a cast iron storefront with its entrance recessed in the center. A wide, cast iron lintel runs across the entire facade of both the Hodgman and Burd Blocks, just above their storefronts. A small wooden sign for Starbird Antiques covers the lintel directly above the entrance to the storefront.

On the back, it appears that the Burd and Hodgman Blocks are one. They project farther than any of the other buildings, and because of the slope of the land and their exposed basements, they appear to be three stories tall with a flat roof. Both buildings have three bays of double-hung windows with granite sills and segmental arches. On the Burd Block the windows have been reduced to accommodate windows with flat tops. On the basement level, a door on the right opens onto the wooden deck that runs across the back of both buildings. A wrought iron fire escape runs down the left side of the back of the Burd Block.

Since the Burd Block projects farther than the Arau Block to the south, there is room for a storefront on the south wall of the basement level. The basement storefront consists of two large plate glass windows with granite sills and segmental arches with a glass door in between them. A wooden sign above the storefront reads "Camden Falls Gallery." The brick wall on the upper two stories is blank.

George Burd was born in Camden in 1833. Beginning around 1861, Burd sold boots and shoes on Main Street. After the Great Fire, Burd built a two-story brick block using the same architect and builder as George Hodgman used for his block next door. It appears that the two buildings are one, however an article in the *Camden Herald* on December 15, 1893, noted that "Mr. Burd owns the southerly half, and Mr. Hodgman that on the northerly side."

In the earliest photographs, the sign above the door says, "Burd & Hosmer." Nathan Hosmer was George Burd's partner, but Hosmer died in 1896 at the age of 37, and Burd changed the name of his business to George Burd Shoe Company. In 1910 Burd sold his shoe business to the A. H. Berry Shoe Company of Portland, and the business continued under the name of George Burd Shoe Company with Nell Fuller continuing as clerk. Burd died in 1915, but the George Burd Shoe Company continued to sell shoes until after World War II. Today the Burd Block is occupied by Star Bird Antiques.²⁴

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22. Sylvester Arau Block, 13 Main Street, 1893. Contributing.

Renaissance Revival

Architect/Contractor: H. C. Small

Mason: Crockett, Rockland

The Sylvester Arau Block is a two-story, red brick vernacular building with a flat roof and a few details that hint of the Renaissance Revival style of architecture. The Arau Block was built at the same time as the Burd Block to the north. It shares a common wall with the Burd Block, and it appears that the architects of the two buildings worked closely together, for the wide cornice of corbeled bricks with a pattern of dentils and vertical bricks stretches across the entire front of the Arau, Burd, and Hodgman Blocks, making them look, at first, like one building. The Arau Block also shares a common wall with the taller W. B. Groves Block on the south.

On the second story, the front facade of the Arau Block contains three bays of double-hung windows with granite sills and granite lintels with a granite spear-point keystone, similar to those found on the B.F. Adams Block (#7) and the H.H. Cleveland Block (#8), above the center of each lintel. A granite plaque above the center window reads: "ARAU 1893." On the first floor, the front facade contains a cast iron storefront under a wide cast iron lintel that runs across the entire Arau Block. Under the lintel, the storefront fills the left and center with two large plate glass windows and an entrance recessed in the center. The storefront windows and door have transoms above them. On the right, a door to the second floor is recessed under the lintel.

On the back, the Arau Block does not project as far as the Burd and Hodgman Blocks. It contains three bays of double-hung windows with granite sills and granite lintels on the two upper stories. The basement level has a storefront cut into the brick foundation. The storefront has a large window on the left with narrow casement windows on either side and a glass door on the right.

Sylvester Arau always told the story of being descended from Italian royalty. His mother was the Countess Lucina, and his father was wealthy. But his father was one of the heroes of the failed Revolt of 1848, and his property was confiscated. Sylvester Arau himself fought with Garibaldi in the Sicilian Revolt of 1860. He received two saber wounds and two bullet wounds. He emigrated to New York in 1868 and came to Camden in 1871 and opened a barbershop.

After the Great Fire of 1892, Arau bought this lot from the Alden family who owned the Camden Anchor Works where the Public Landing is today. Arau had his builder design a two-story, brick building that would compliment the Burd Block next to it on the north. The first floor and the basement were occupied by F. O. Clark, groceries and meat market. Sylvester and his brother, Leo, had their barbershop upstairs, and old photographs show that they had a miniature barber pole on either side of each of the three windows on the second story, a very tall barber pole on the curb, and both sides of their door frame were painted to look like barber poles.

Sylvester Arau retired in 1924, and the 1927 Camden Directory indicates that George Morrison was operating the barbershop, and George Lewis had a restaurant on the first floor. Arau died in 1931, at

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the age of 90. His daughter, Teresa, sold the Arau Block to Harold Corthell in 1945. At that time there was a watch and clock shop on the first floor. A children's clothing store opened on the first floor in the 1960s, and there is a children's clothing store there still.²⁵

23. Travelers' Inn (Groves Block), 11 Main Street, 1899. Contributing.

Queen Anne/Commercial Style

Architect/Contractor: Stephen G. Ritterbush Mason: Willard S. Giles

This narrow, four-story, red brick building with a flat roof is the tallest building on this side of Main Street. Its two bays of distinctive oriel windows with flared hip roofs running up the second, third, and fourth stories, are cantilevered over the first-story storefront and suggest Queen Anne exuberance. The first-story storefront has been remodeled so that it has an entrance on the left and a large plate glass window on the right, both set into a bronze colored metal frame. The bronze colored transom panel above the storefront window contains a sign for Camden Pottery. A long, narrow, window box runs across the front.

The south side of the building overlooks the pedestrian walkway down to the Public Landing. It contains four bays on each story. On the second, third, and fourth stories there are three bays of double-hung windows with granite sills and segmental arches and one blank bay. On the first story there is a bay containing a storefront window on the corner and two bays of double-hung windows with granite sills and segmental arches. A wrought iron fire escape descends along the back bay of windows. There are two small windows at the basement level with segmental arches. On the back, a two-story, red brick addition with a flat roof projects on the basement and first-story level. It contains two bays of picture windows on both levels. The bottom left bay also contains the entrance to a small shop. The second, third, and fourth stories on the back of the Groves Block each contain one wide bay of picture windows and one narrow bay of casement windows. The Groves Block shares a common wall with the Arau Block on the north.

In 1899 Walter B. Groves purchased this lot from Henry L. Alden who owned the Camden Anchor Works where the Public Landing is today. Groves hired Stephen Ritterbush of Camden to design and build his four-story Traveler's Inn, with distinctive bay windows on the upper stories. Groves operated the Traveler's Inn and a restaurant on the first floor until 1919, when he sold the building to George E. Allen. The building has housed the Allen Agency, selling insurance and real estate, ever since. Camden Pottery occupies the first floor today.²⁶

8. Statement of Significance

Applicable National Register Criteria

(Mark "x" in one or more boxes for the criteria qualifying the property for National Register listing.)

- Criteria A, B, C, D with descriptions of property significance.

Areas of Significance

(Enter categories from instructions)

- ARCHITECTURE, COMMERCE, COMMUNITY PLANNING, SOCIAL HISTORY

Period of Significance

1892 - 1956

Significant Dates

- 1892, 1893, 1898/99, 1903, 1905, 1915, 1919

Significant Person

(Complete if Criterion B is marked above)

Cultural Affiliation

Architect/Builder

Multiple: see continuation sheet

Criteria Considerations

(Mark "x" in all the boxes that apply.)

Property is:

- Criteria A through G for criteria considerations.

Narrative Statement of Significance

(Explain the significance of the property on one or more continuation sheets.)

9. Major Bibliographical References

Bibliography

(Cite the books, articles, and other sources used in preparing this form on one or more continuation sheets.)

Previous documentation on file (NPS):

- Documentation on file including preliminary determination, National Register status, and Historic American Buildings Survey/Engineering records.

Primary location of additional data:

- State Historic Preservation Office, Other State agency, Federal agency, Local government, University, Other.

Name of repository:

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ARCHITECT / BUILDER

Architects: Thomas, Elmer I. (1863-1896)
Lee, James S. (b. 1870)
Lewis, Edwin E. (b. 1846)
Alden, Henry Bailey (1841-1919)

Architect/Contractor

Brown, Cyrus P. (1862-1949)
Ritterbush, Stephen G. (1863- 1927)
Schwartz, William E. (1858-1918)

Contractors: Libby, W.A. & Co. (Lewiston, Maine)
Small, H.C. (Camden, Maine)

STATEMENT OF SIGNIFICANCE

Statement of Significance

The Camden Great Fire District, in the heart of the town of Camden, in Knox County, on the coast of Maine, is locally significant under National Register Criteria A and C, in the areas of Commerce, Community Planning, Architecture, and Social History. The district is significant in the area of Commerce, because it retains the scale and density of a typical, prosperous, 19th century New England, seaside commercial district. The district is significant in the area of Community Planning because 18 of the 22 buildings were constructed in 1893, immediately following a disastrous fire. The town selectmen passed an ordinance requiring permanent buildings in the district to be constructed of brick, thus many of the new buildings represent a tremendous investment and spirit of cooperation. The seven small wooden buildings in the district were exempt from the ordinance because they were built over the catch basin and spillway of the Megunticook River, and were considered temporary. The district is significant in the area of Architecture, because the buildings reflect architectural styles and materials that were popular in small New England towns at the end of the 19th century. The fifteen large brick buildings were all designed by architects: four local architect/builders from Camden: Cyrus P. Brown, Stephen G. Ritterbush, W. E. Schwartz, and H. C. Small; and four architects from other parts of New England, Edwin E. Lewis from Gardiner, Elmer I. Thomas from Lewiston, and Henry B. Alden and James S. Lee from Boston. The district is significant in the area of Social History because it reflects the impact of tourism on New England and especially the Maine Coast. Beginning in the 1880s, wealthy families from Boston, Philadelphia, New York, Chicago, and Washington, D. C., came by steamboat or by train and built summer cottages. They brought tourism to Camden and provided employment for

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caretakers, carpenters, gardeners, innkeepers, restaurateurs, boatyards, and gift shops, as other industries died: shipping after the Civil War, the lime industry after the turn of the century, and shipbuilding, the anchor works, the foundry, and the woolen mills after World War II. Through all these major economic changes, the Camden Great Fire Historic District has kept its late 19th century appearance while remaining commercially viable. It is a small, New England commercial district serving a seaside town and adapting to the needs of tourists. The period of significance is 1892-1956, which includes the 27 years during which the buildings were built and the district acquired its picturesque appearance, as well as the period during which the town cultivated and maintained its classic New England small town image. The Camden Great Fire Historic District contains 21 contributing resources and one non-contributing resource.

The Setting: Economics and Commerce

The natural beauty of the Camden Hills, where the mountains meet the sea, first attracted James Richards and his family to the area in 1769. In 1771 a center of commerce was born when William Minot established a grist mill and a saw mill where the Megunticook River falls into Camden Harbor. The Megunticook River is unique along the coast, because the height of its great falls allows its waters to remain fresh, unaffected by the saltwater tides, all the way to the harbor.²⁷

The village of Camden incorporated in 1791, and Captain William McGlathry launched the shipbuilding industry at the harbor in 1792. The residents established a school and a post office in 1794, and a meetinghouse in 1799. The harbor and the mills made Camden a market for all the back country. Prosperity came from shipping fish and timber to Great Britain and France until the Napoleonic Wars and embargoes brought a temporary end to shipping and drove some seamen to privateering and piracy.²⁸

Six mills grew up along the Megunticook River during the first half of the 19th century producing grain, lumber, wool, oakum, plugs, and blasting powder. A water-powered foundry at Knowlton Street produced capstans, winches, windlasses, blocks, and pumps. Shipyards were active throughout the century. Steamboats traveled between Boston and Camden, and between Portland and Camden. A lighthouse was built on Negro Island (called Curtis Island today) in 1835, and Camden served as a port of entry from 1849 to 1888, with a Customs House on Main Street.²⁹

By the 1850s the lime industry was flourishing. Lime was mined at the Jacobs Quarries on Union Street and at Simonton's Corner, and then burned in the lime kilns on the west side of the Camden Harbor. It was shipped all over the world to be used for plaster, mortar, putty, soap, talcum powder, chicken grit, and in the manufacture of paper, rubber, and dyes.³⁰

For this small, industrious, New England seaside village, the one block of Main Street and the adjacent block of Elm Street bustled with grocers, provisioners, pharmacists, doctors, dentists, barbers,

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dry goods, clothing stores, milliners, jewelers, tailors, the grist mill, the Customs House, a book store, shoe stores, and an old hotel. The two-and-a-half-story, wooden, commercial buildings with front-facing gables lined the board sidewalks and the wide, dirt road.³¹

Milling and manufacturing prospered. Horatio Alden and Albert Johnson began producing the first endless felts for drying newspapers in 1863, and they changed the name of their mill to the Knox Woolen Mill in 1872. In 1866 Horatio Alden and his brother, William, founded the water powered Camden Anchor Works. It became the largest plant of its kind in the country, supplying anchors for ships all over the world.³² To serve the social and civic needs of its residents, in 1876 the village of Camden built Megunticook Hall on Elm Street. It was a large, three-story, frame Italianate building with a decorative belfry, and it provided the police courtroom, the jail, and a large space for meetings and entertainment for the residents of Camden.³³

In the 1880s wealthy families from Bangor, Boston, Philadelphia, New York, Chicago, and Washington, D. C. began coming to Camden for the summer. They stayed at the Bay View Hotel, Ocean House, and Mrs. Hosmer's Boarding House; and they built large summer cottages. They came because of the scenery; they came because Camden Harbor was accessible for their large yachts; and they came because writers like Sarah Orne Jewett and William Dean Howells romanticized the decaying wharves and the beautiful old sea captains' houses that were the essence of a glorious New England past. The commercial district on Elm Street and Main Street served the needs of the summer people. They paid little attention to the manufacturing districts along Mechanic Street, Bay View Street, or Commercial Street.³⁴

In 1891, one hundred years after incorporation, the town of Camden separated from the village of Rockport. Camden was larger, more commercial, and its residents felt it bore an unfair financial burden compared to the smaller, residential community of Rockport. In 1892 the Rockland, Thomaston, & Camden Street Railway began running along Union Street, linking Camden and Rockport once again.³⁵

The Great Fire

The Great Fire of 1892 began at 1 am, on the night of November 10th, in the lofty, four-story wooden building belonging to George H. Cleveland on the east side of Main Street, where the Village Shop (# 19) is today. The flames spread to other buildings on the east side of Main Street and then, driven by a fierce easterly wind off the bay, leapt over to the west side of Main Street. The flames quickly destroyed the old frame buildings on the west side of Main Street and those behind on Mechanic Street, and then crossed Mechanic Street to devour everything within the block bounded by Mechanic Street on the north and east, by Washington Street on the west, and by Elm Street on the south. The fire was a grand spectacle, with flames soaring high into the night sky. The gale carried pieces of burning tar paper and burning shingles as far as Simonton's Corner, two miles to the southeast. The fire consumed Megunticook Hall, the municipal opera house on Elm where the Camden

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Opera House is today. It destroyed the Estabrook house, next door, and was finally subdued in the old Jones house, owned by Dr. Tibbetts, with the help of the steam fire engine from Rockland. A snow squall covered the roofs of buildings to the west with snow, preventing a greater loss.

When the fire was over the next day, the following buildings had been destroyed: the Cleveland building, the grist mill and the grist mill store, the Burd building, the Hodgman building, the Arau building, and the Alden building on the east side of Main Street; the whole block on the west side of Main Street through to Mechanic Street, containing ten commercial buildings and one home; the section on the north side of Mechanic Street between it and the Megunticook River containing five shops; the whole block bounded by Mechanic Street on the north and east, Washington Street on the west, and Elm Street on the south containing eight commercial buildings, one house, the Methodist Church, and the firehouse; and Megunticook Hall and the Estabrook house on Elm Street. The Jones house, owned by Dr. Tibbetts, was partially destroyed, but later rebuilt.

The fire took eighteen homes and forty commercial buildings which had housed sixty businesses and ten organizations, including the Masonic Temple, the Odd Fellows' Hall and the office of the Businessmen's Association. No large manufacturing establishments were destroyed. Only one small building was without insurance.³⁶

Rebuilding: Community Spirit and Community Planning

Several town meetings were called immediately after the fire to consider what to do. The principal results were the adoption of a law forbidding the erection of permanent wooden buildings within the center of the business district and the purchase of an excellent steam fire engine. The grist mill and the grist mill store had to be rebuilt immediately so that farmers would have a place to bring their grain. They were built of wood because they were built over the Megunticook River falls. George Cleveland's store had sold groceries and provisions, and he felt an urgent obligation to his customers. He built a temporary frame building over the Megunticook River spillway, and he was open for business before Christmas, 1892.³⁷

In spite of the economic Panic of 1893, the businessmen of Camden took inspiration from each other, and rebuilt a business district finer than the collection of old wooden buildings that had turned to ashes. The *Camden Herald* of December 15, 1893, wrote:

That a village which had lost from \$300,000 to \$400,000 in buildings could be rebuilt with fine looking substantial brick blocks within a year, and during a year of scarcity of money, is a credit to its pluck and energy. Camden stands higher in public estimation today than she did before her destructive fire. No town of its size in Maine or even New England has shown such persistent courage and indomitable energy. While other towns have been gloomy and despondent on account of the hard times, Camden has been too busy rebuilding to think of the depression of business. The reputation for energy and public spirit which she has won is worth all it has cost.³⁸

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As businessmen rebuilt their buildings with special deeds for common walls and utility easements, they were able, in some cases, to make several buildings look like one by using the same color bricks and having the same roof line and a common cornice. They also formed the Camden Masonic Temple Association and raised \$50,000 to build the impressive four-story, Richardson Romanesque Masonic Temple Block in the middle of the west side of Main Street. And the Camden Village Corporation voted to build the magnificent, Richardson Romanesque Camden Opera House and town offices on the site of the former Megunticook Hall on Elm Street. It was necessary to amend the charter of the Camden Village Corporation to authorize it to issue bonds in the amount of \$30,000. Some conservative citizens of Camden opposed the amendment to the charter, but the State Legislature allowed the amendment, and the Camden Opera House was built in 1893, during the first year of enthusiastic, energetic, community spirit.³⁹

The Architects, the Architecture, and the Builders

In some small New England villages at the end of the 19th century, commercial buildings were vernacular, modest structures, using common, regional forms and materials and mixing traditional and contemporary architectural styles. Yet other towns looked to architects to design stylish, (if not necessarily 'in a style') commercial structures. The post-fire Camden streetscape draws on both of these forces. For example, the modest, frame, grist mill (#s 17 & 18) was built in a hurry, but it was given a few Greek Revival details which had been popular and ubiquitous through out Maine from the 1820s until well after the Civil War.⁴⁰ In the post fire atmosphere of 1893, the people of Camden seized the opportunity to rebuild the entire business district at one time, each block more imposing and elaborate than it might have been if the buildings had been built one at a time.⁴¹ Yet, as with many commercial areas built at the end of the nineteenth-century the structures were often a mixture of eclectic styles, drawing details from the Queen Anne, Colonial Revival, Italianate, Renaissance Revival, Romanesque Revival and others. This tendency is evident in Camden. Only the Opera House (#1), the French Block (#2) and the Adams Block (#7) were designed within the parameters of a specific style. However, a common vocabulary seemed to emerge along Elm and Main Streets. This vocabulary contains repeated elements, materials or motifs, including built-up and corbeled cornices, flat topped segmental arches, and subtle classical or Renaissance details such as pilasters and arches. Texture and color are evident in many of the brick buildings as the builders made use of contrasting colored bricks or stone in cornices, headers and pilasters; punched up the visual contrast with colored mortar, or added terra cotta elements to the facade. The visual, stylistic, and artistic links between many of these buildings may reflect the sharing of ideas between architect, craftsmen and suppliers during the initial re-building effort.

The Renaissance Revival style was popular for commercial buildings from 1840 to 1890, and the architects working in Camden applied Renaissance Revival details such as: prominent cornices, low roof lines, belt courses, and articulated windows to nine of the brick buildings in the district.⁴²

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The exuberant, decorative Queen Anne style of architecture was popular in America in the 1880s and 1890s, after the British introduced it at the Philadelphia Centennial exposition in 1876. Distinctive Queen Anne oriel windows and decorative textures are seen in three of the brick buildings in the district.⁴³

It is a surprise to find a grand Second Empire building in the center of the district, and even more surprising that it was designed and built by a little known local architect, H. C. Small. Second Empire architecture, with its distinctive Mansard roof, was popular in America from 1860 to 1890. The Boston City Hall and the Philadelphia City Hall, built after the Civil War, are fine examples of the Second Empire style.⁴⁴

The last major architectural style of the late 19th century to be found in the Great Fire District is Richardson Romanesque. Named for its creator, Henry Hobson Richardson, one of America's greatest 19th century architects, Richardson Romanesque architecture was popular for courthouses, libraries, railroad stations, universities, and churches from 1870 to 1900. The two buildings in the Great Fire District that employed this massive, masculine style with its wide arches were the two publicly financed buildings: the Camden Opera House (#1) designed by E. I. Thomas of Lewiston, Maine and the Masonic Temple (#11), designed by E. E. Lewis of Gardiner, Maine.⁴⁵

As was common in the construction of brick commercial buildings in late 19th century Maine architects were engaged to design all of the brick blocks. In spite of the fact that the Economic Panic of 1893 caused money to be tight, the architects and builders gave their buildings details that suggest significant architectural styles. And the publicity given to the rebuilding of the business district provides the names of some of the masons and carpenters, thus affording us the opportunity to study the work of known craftsmen of the day.

The architects begin with Cyrus Porter Brown who was born in South Boston in 1862. His father was a builder in Boston and Camden, and Cyrus received his education in Camden. After working as a builder in Rhode Island, Cyrus Brown came back to Camden in 1888 as the period of summer cottage construction was beginning. After the Great Fire of 1892, Brown designed and built the Hodgman Block (#20), the Burd Block (#21), and the Bisbee Block (#4), and he was the contractor for the Russell Block (#10), designed by architect H. B. Alden of Boston. Brown later designed and built the Huse Block (#9) in 1903. Brown went on to build many Shingle Style summer cottages in the area for summer people from Philadelphia, Chicago, New York, and Washington D.C. He also built the Shingle Style Camden Yacht Club, designed by John Calvin Stevens of Portland.⁴⁶

Stephen G. Ritterbush was born in Johnson, Vermont in 1863, and received his education there. He came to Camden as a builder in 1889, and after the fire he built five of the large brick buildings in the Great Fire District. He designed and built the Carleton, Pascal & Co. Block (#6) and the E. C. Fletcher Block, (#12) both with multi-colored brickwork. He was also the contractor for the Richardson Romanesque Masonic Temple (#11) and the Richardson Romanesque Camden Opera House (#1). In

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1899 he designed and built the Travelers Inn (#23) with its distinctive Queen Anne oriel windows for W. B. Groves. He built large summer cottages in the Shingle Style, the Queen Anne Style, and the Arts and Crafts Style, for summer people from Chicago and New Haven, and he built the vernacular shirt factory for the Storey Manufacturing Co. (known today as the Brewster Building) and the Craftsman Style Camden YMCA. Ritterbush was also a civil engineer and worked on bridges, dams and the waterworks.⁴⁷

William E. Schwartz was born and educated in Waldoboro. He began work as an architect and contractor in 1882, and after the Great Fire, he moved his office to the new Camden Opera House in 1893. After the fire, Schwartz was the contractor for the Curtis Block (#5), the French Block (#2), and the Gill Block (#3). Schwartz built large summer cottages at Melvin Heights and on Beauchamp Point, and he acted as the rental agent for the cottages on Beauchamp Point. He also built the Colonial Revival Camden High School and the Shingle Style Megunticook Golf Club.⁴⁸

Little is known of the Camden architect and contractor H. C. Small, except that he often worked with W. E. Schwartz. Together they were the contractors for the French Block (#2) and the Curtis Block (#5). After the fire, Small also designed and built the Cleveland Block (#8) and the Arau Block (#22), and he designed and built the very dramatic Second Empire Adams Block (#7).⁴⁹

Edwin E. Lewis was born in Cornish, New Hampshire in 1846. After fighting in the Civil War, he moved to Gardiner, Maine, in 1875 when he was appointed chief engineer and superintendent of construction at the National Soldiers' Home at Togus. He began his career as an architect in 1884, and designed many homes, churches and commercial buildings in central Maine. He favored the fancy Queen Anne style of architecture, and his most noted building was the huge Queen Anne style Gardiner Coliseum, built in 1884. After the Great Fire of 1892, Lewis designed the Gill Block (#3) and the Curtis Block (#5). He also designed the Richardson Romanesque Masonic Temple (#11), which was altered beyond recognition in 1970.⁵⁰

Elmer I. Thomas was born in Lewiston, Maine in 1863. He attended Wesleyan University and took classes in architecture at MIT. He opened an office in Auburn and then moved back across the river to Lewiston. He designed Shingle Style houses and churches, a Romanesque Revival school, and Renaissance Revival commercial buildings. After the Great Fire, he designed the magnificent Richardson Romanesque Camden Opera House (#1). He died of typhoid fever at the age of 33, at the height of his career.⁵¹

Henry Bailey Alden, a prominent Boston architect for over 50 years, was born in Somerville, Massachusetts, in 1841, and studied architecture at MIT. He designed numerous fine homes in Greater Boston, Brookline, and Beverley, Massachusetts. He favored Colonial Revival architecture, and he designed significant Craftsman Style homes before his death in 1919. He was especially noted for his commercial buildings. After the fire in Camden, Alden designed a building with Renaissance Revival details for Franklin Russell (#10).⁵²

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James Stearns Lee was born in Lawrence, Massachusetts in 1870, and became a leading Boston architect. He designed many of the summer estates on Cape Cod. After the Great Fire, Lee designed the French Block (#2) for a syndicate of businessmen led by William A. French of Boston. Lee was only 23 years old at the time.⁵³

The local craftsmen were written up in a special issue of the *Camden Herald* on December 15, 1893, and in the *Rockland Courier Gazette* of June 15, 1901. The *Courier Gazette* described Willard S. Giles as an experienced mason who did all kinds of stone and brick work, including that on the French Block (#2), the Bisbee Block (#4), the Curtis Block (#5), the Hodgeman Block (#20), the Burd Block (#21), and the Travelers' Inn (#23). The *Camden Herald* named Hopkins and Washburn as the masons for the Adams Block (#7), the Masonic Temple (#11, and the Fletcher Block (#12). Fred Andrews of Rockport did the masonry work on the Cleveland Block (#8). Libby and Josselyn of Lewiston were the masons for the Gill Block (#3), and W. A. Libby of Lewiston was the contractor and mason for the Camden Opera House (#1). Crockett of Rockland was the mason for the Arau Block (#22).

Joiners, carpenters, finishers, plumbers, electricians, painters, and those who did tinting and filling were also listed, but their work is not so strikingly visible today.

Social History — The Impact of Tourism

Mark Twain described the end of the 19th century and the beginning of the 20th century as the Gilded Age, for the Industrial Revolution and the railroads had created great wealth. During the economic Panic of 1893, 74 railroads went into receivership, 600 banks closed, and 15,000 businesses collapsed. However, tourism was already well established in Maine.⁵⁴

In *Inventing New England: Regional Tourism in the Nineteenth Century*, author Dona Brown describes the development of American tourism beginning in the 1820s. While European tourists were visiting our big cities to discover American culture, American tourists sought to escape the cities in the summer in search of scenic landscapes: Niagara Falls, Mount Holyoke, Saratoga Springs and the White Mountains of New Hampshire. They came to New England by steamboat, by railroad, and by stagecoach at just the right time, as farming became unprofitable, as lumber was exhausted, and as whale fisheries were depleted.⁵⁵

In the 1830s and 1840s, tourism was driven by the sentimentalization of New England expressed in literature and guide books: the pastoral beauty, the rural independence, the virtuous simplicity, and the Colonial history. Scenic tourist locations attracted artists like Thomas Cole and writers like Nathaniel Hawthorne, who felt a patriotic duty to romanticize the scenery. By the 1850s, the artists and writers had shifted the emphasis in tourism from the scenic to the fashionable.⁵⁶ During the 1860s and 1870s members of the upper middle class spent their vacations at religious camps or cottages, for week long revivals and rustication, at places like Chatauqua, New York, at Oak Bluffs on Martha's Vineyard, and at Bayside, Maine.⁵⁷

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By the 1880s the railroads were promoting tourism by building elegant resort hotels like the Samoset in Rockland, Maine, and the Poland Spring House in Poland Springs, Maine. But the truly wealthy wanted to find places that were free of excursionists and day-trippers. And so they discovered the

Maine Coast, most of which was accessible only by steamboat or private yacht. Wealthy families from Boston, Philadelphia, Chicago, New York, and Washington, D. C. came and built elaborate summer cottages overlooking Penobscot Bay, on Dillingham's Point, on Beauchamp Point, on Bay View Street, on High Street (the Belfast Road), and at Melvin Heights.⁵⁸

The impact of the summer people was beneficial to the economy of Camden, for they provided employment for many former sea captains and shipbuilders, as caretakers, carpenters, gardeners, innkeepers, restaurateurs, yacht repairmen and provisioners, and gift shop owners. As the lime industry moved to Rockland at the turn of the century, as the Knowlton foundry closed around 1921, and as the Camden Anchor Rockland Machine Co. closed in 1925, tourism became more and more important to the small business district at Elm and Main. Shops changed their stock slightly, to please the tourists, and it was important to the summer people that the business district look the same, with a scale and density that implied the romantic history that they sought and an intimacy that implied the convenience of store credit.⁵⁹

The mills and the shipyards prospered and provided employment through the Great Depression and through two world wars. The summer people contributed much to the town of Camden: J. C. Strawbridge macadamized Mechanic Street to his cottage on Melvin Heights in 1908; Edward Bok built the new concrete Bog Bridge to get to his camp on Lake Megunticook in 1913; Cyrus Curtis built the Camden Yacht Club in 1912; Mary Bok donated land for the Public Library and Amphitheater in 1916; she donated Harbor Park in 1926 and landscaped it in 1929; Cyrus Curtis, Mary Bok, Chauncey Keep, and John Gribble donated the Village Green in 1926; Mary Bok donated the Public Landing in 1938; and she brought musicians from the Curtis Institute of Music to spend the summer and give public performances beginning in 1931. All of these gifts made Camden more picturesque and attractive to tourists.⁶⁰

During the second half of the twentieth century the mills gradually closed and the shipyards became boatyards, repairing and selling fancy yachts. Captain Frank Swift began restoring old windjammers and offering day-long or week-long sailing voyages for tourists in 1936. In the 1950s artists moved to Camden and established the Maine Coast Artists gallery. Writers helped to establish *Down East* magazine in 1954.⁶¹

In 1957 Twentieth Century Fox filmed *Peyton Place* in Camden. Producer Jerry Wald chose Camden for the movie's location because the beautiful, quaint, old town looked like an American icon, a charming, historic New England town of simple virtues, a perfect foil for the scandals that smoldered below the surface in the story. The movie made its debut at the Camden Theater on Mechanic Street and went on to become a box office sensation, earning nine Academy Award nominations.⁶²

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In the 1970s people began retiring to Camden and opening bed and breakfast inns: former doctors, businessmen, and many retirees from the Foreign Service and the CIA. They came because they had once sailed into Camden Harbor and fallen in love with the mountains, just as James Richards had in 1769.⁶³

Today, the economy of Camden depends on retirees and summer people. And, thus far, Camden has retained its appearance as a charming, nostalgic remnant of a romantic past, a place that feels like the essence of New England, the essence of America. When Russ Tamblyn, one of the stars of *Peyton Place*, returned to Camden for a film festival, almost fifty years after filming the movie, he said that Camden had not changed a bit.⁶⁴

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Photographs of Potter's Studio being moved from Elm Street, across from the Camden Opera House, to Main Street, over the Megunticook River, November 14-15, 1919. From Joan Tibbitts, in the Collection of the Camden Historic Resources Commission located at the Camden Area History Center.

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UTM'S, continued

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VERBAL BOUNDARY DESCRIPTION

The boundary of the Camden Great Fire Historic District is shown as the solid, dark line on the accompanying map entitled "Camden Great Fire Historic District".

BOUNDARY JUSTIFICATION

The boundary of the Camden Great Fire Historic District have been drawn to include all of those resources rebuilt after the fire of 1892 that retain overall integrity of design, materials, workmanship, location, association, setting and feeling from the period of significance. Areas that were destroyed in the fire but have lost integrity, including properties on the south side of the Megunticook River along Mechanic and Washington Streets, were not included within the district, nor were properties that pre-date the fire but were not affected by the conflagration (#1 and #5 Main Street, and areas of Bay View Street). The property immediately to the north of the Smiling Cow (# 14, map 120 lot 280) was destroyed by the fire, however an extensive ground-up renovation in 1999 compromised the historic integrity of the structure to the extent that it was excluded from the district. The district boundary, as depicted on the map entitled "Camden Great Fire Historic District" have been drawn to exclude the Mechanic Street storefront that is included as a portion of Tax Map 120 lot 162, as well as the Mechanic Street storefront to the northwest of the Carleton, Pascal & Co. Block, which is a portion of Tax Map 120 lot 160.

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PHOTOGRAPHS

Photograph 1 of 6.

Ann Morris

Maine Historic Preservation Commission

June 2006

Northwest side of Elm Street, facing North.

From left to right, the photograph depicts inventory numbers 1,2,3,4,5,6, 21, 22, and 23.

Photograph 2 of 6.

Ann Morris

Maine Historic Preservation Commission

June 2006

East side of Main Street, facing northeast.

From right to left the photograph depicts the Village Restaurant (not in district), and then inventory numbers 23, 22, 21, 19, 18, 17, 16, 15, and 14.

Photograph 3 of 6.

Ann Morris

Maine Historic Preservation Commission

June 2006

William F. Bisbee Block, 11 Elm Street (Inventory #4); facing northwest.

Photograph 4 of 6.

Ann Morris

Maine Historic Preservation Commission

June 2006

B.F. Adams Block, 10 Main Street (Inventory #7, on left) and H.H. Cleveland Block, 16 Main Street (Inventory #8, on right); facing northwest.

Photograph 5 of 6.

Ann Morris

Maine Historic Preservation Commission

June 2006

Edwin C. Fletcher Block, 30 Main Street (Inventory # 12); facing west.

Photograph 6 of 6.

Ann Morris

Maine Historic Preservation Commission

June 2006

Camden Grist Mill Store, 35 Main St. (Inventory # 17, on left), Camden Grist Mill, 31 Main St. (Inventory # 18, center) and George H. Cleveland Building, 25 Main St. (Inventory # 19, on right); facing east.

10. Geographical Data

Acreage of Property Approximately 2.26 acres

UTM References

(Place additional UTM references on a continuation sheet.)

1 | 1 | 9 | 4 | 9 | 4 | 7 | 4 | 9 | 4 | 8 | 9 | 5 | 0 | 2 | 9 |

Zone Easting Northing

2 | 1 | 9 | 4 | 9 | 4 | 8 | 1 | 8 | 4 | 8 | 9 | 5 | 0 | 3 | 6 |

3 | 1 | 9 | 4 | 9 | 4 | 8 | 1 | 8 | 4 | 8 | 9 | 4 | 9 | 7 | 1 |

Zone Easting Northing

4 | 1 | 9 | 4 | 9 | 4 | 7 | 1 | 1 | 4 | 8 | 9 | 4 | 8 | 6 | 8 |

See continuation sheet

Verbal Boundary Description

(Describe the boundaries of the property on a continuation sheet.)

Boundary Justification

(Explain why the boundaries were selected on a continuation sheet.)

11. Form Prepared By

name/title ANN MORRIS, HISTORIAN (AUTHOR/RESEARCHER), AND CHRISTI A. MITCHELL, ARCHITECTURAL HISTORIAN
organization MAINE HISTORIC PRESERVATION COMMISSION date 20 JULY 2006
street & number 60 LAKE AVE / 55 CAPITOL STREET, STATION 65 telephone (207) 594-4601 / (207) 287-2132
city or town ROCKLAND / AUGUSTA state ME zip code 04841 / 04333 -0065

Additional Documentation

Submit the following items with the completed form:

Continuation Sheets

Maps

A USGS map (7.5 or 15 minute series) indicating the property's location.

A Sketch map for historic districts and properties having large acreage or numerous resources.

Photographs

Representative black and white photographs of the property.

Additional Items

(Check with the SHPO or FPO for any additional items)

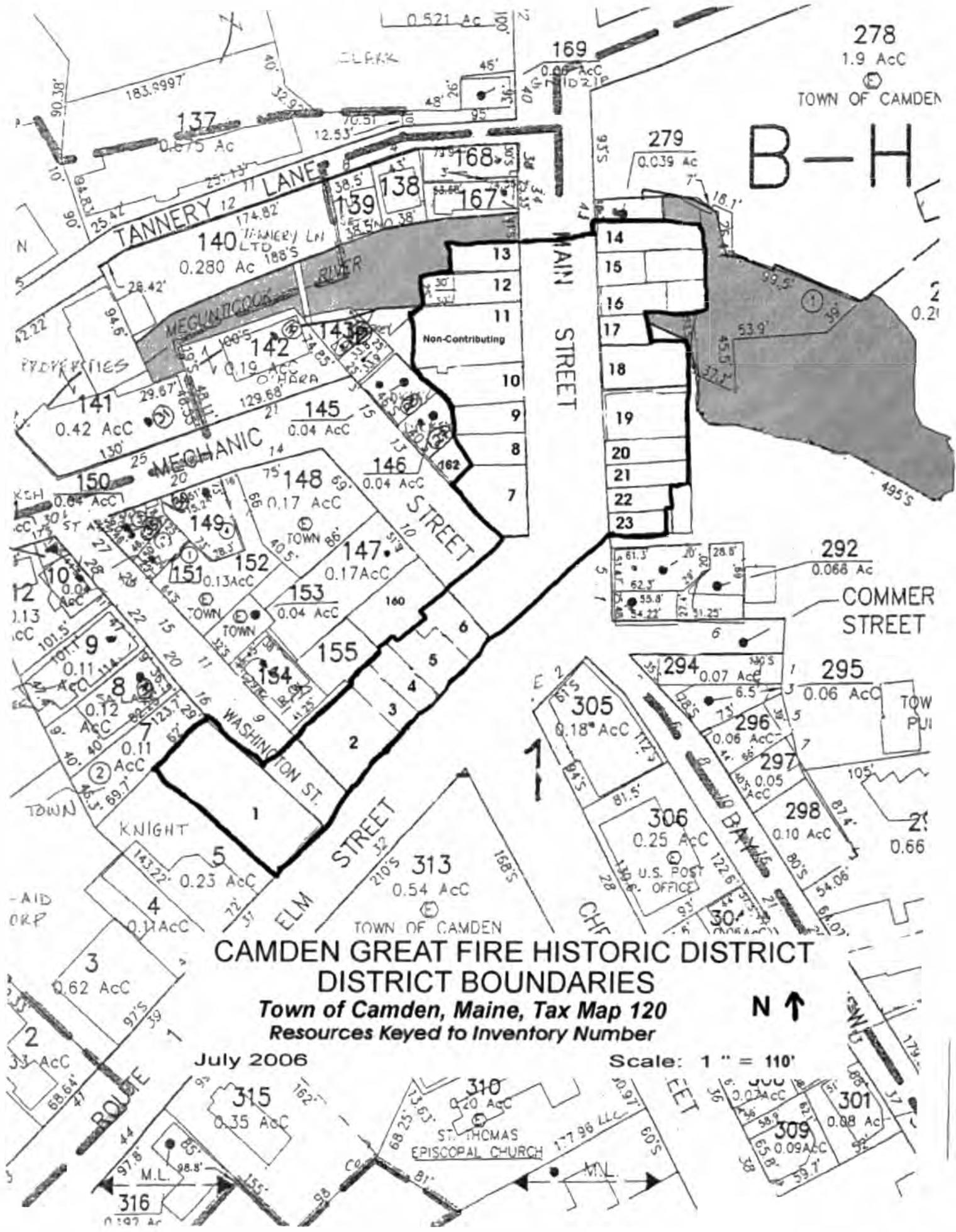
Property Owner

(Complete this item at the request of SHPO or FPO.)

name _____
street & number _____ telephone _____
city or town _____ state _____ zip code _____

Paperwork Reduction Act Statement: This information is being collected for applications to the National Register of Historic Places to nominate properties for listing or determine eligibility for listing, to list properties, and to amend existing listings. Response to this request is required to obtain a benefit in accordance with the National Historic Preservation Act, as amended (16 U.S.C. 470 et seq.).

Estimated Burden Statement: Public reporting burden for this form is estimated to average 18.1 hours per response including time for reviewing instructions, gathering and maintaining data, and completing and reviewing the form. Direct comments regarding this burden estimate or any aspect of this form to the Chief, Administrative Services Division, National Park Service, P.O. Box 37127, Washington, DC 20013-7127; and the Office of Management and Budget, Paperwork Reduction Project (1024-0018), Washington, DC 20503.



278
1.9 AcC

TOWN OF CAMDEN

B-H

169

279
0.039 Ac

137
0.675 Ac

140
0.280 Ac

150
MECHANIC

151
0.13 AcC

152
0.17 AcC

153
0.04 AcC

155

156
0.35 AcC

157
0.197 Ac

313
0.54 AcC

310
0.20 AcC

ST. THOMAS
EPISCOPAL CHURCH

306
0.25 AcC

U.S. POST
OFFICE

307
0.09 AcC

308
0.09 AcC

309
0.09 AcC

310
0.09 AcC

311
0.09 AcC

312
0.09 AcC

313
0.09 AcC

314
0.09 AcC

315
0.09 AcC

292
0.068 Ac

COMMER
STREET

294
0.07 AcC

295
0.06 AcC

296
0.06 AcC

297
0.05 AcC

298
0.10 AcC

299
0.06 AcC

300
0.06 AcC

301
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302
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303
0.08 AcC

304
0.08 AcC

305
0.08 AcC

306
0.08 AcC

307
0.08 AcC

N ↑

Scale: 1" = 110'

July 2006

CAMDEN GREAT FIRE HISTORIC DISTRICT
DISTRICT BOUNDARIES
Town of Camden, Maine, Tax Map 120
Resources Keyed to Inventory Number

UNITED STATES DEPARTMENT OF THE INTERIOR
NATIONAL PARK SERVICE

NATIONAL REGISTER OF HISTORIC PLACES
EVALUATION/RETURN SHEET

REQUESTED ACTION: NOMINATION

PROPERTY NAME: Camden Great Fire Historic District

MULTIPLE
NAME:

STATE & COUNTY: MAINE, Knox

DATE RECEIVED: 12/01/06 DATE OF PENDING LIST: 12/20/06
DATE OF 16TH DAY: 1/04/07 DATE OF 45TH DAY: 1/14/07
DATE OF WEEKLY LIST:

REFERENCE NUMBER: 06001221

REASONS FOR REVIEW:

APPEAL: N DATA PROBLEM: N LANDSCAPE: N LESS THAN 50 YEARS: N
OTHER: N PDIL: N PERIOD: N PROGRAM UNAPPROVED: N
REQUEST: N SAMPLE: N SLR DRAFT: N NATIONAL: N

COMMENT WAIVER: N

ACCEPT RETURN REJECT 1.9.07 DATE

ABSTRACT/SUMMARY COMMENTS:

*Entered in the
National Register*

RECOM./CRITERIA _____

REVIEWER _____ DISCIPLINE _____

TELEPHONE _____ DATE _____

DOCUMENTATION see attached comments Y/N see attached SLR Y/N

If a nomination is returned to the nominating authority, the nomination is no longer under consideration by the NPS.



CAMDEN GREAT FIRE H.D. ; KNOX CO., ME



CAMDEN GREAT FIRE H.D., KNOX CO., ME



CAMDEN GREAT FIRE H.D., KNOX CO., ME



CAMDEN GREAT FIRE H.D., KNOX CO., ME



CAMDEN GREAT FIRE H.D., KNOX CO., ME

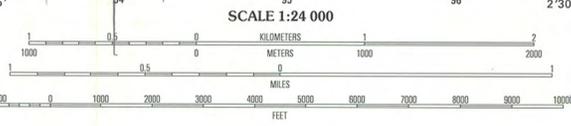
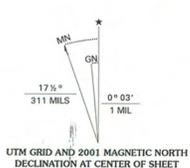


CAMDEN GREAT FIRE H.D. ; KNOX CO., ME

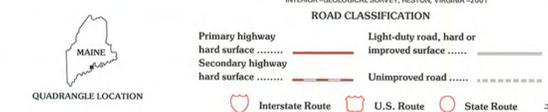


CAMDEN GREAT FIRE H.D. KNOX CO., MAINE UTM'S
1. 19/494749/4895029
2. 19/494818/4895036
3. 19/494818/4894971
4. 19/494711/4894868
5. 19/494669/4894899
6. 19/494753/4894944

Produced by the United States Geological Survey
Topography compiled 1953. Planimetry derived from imagery taken 1988 and other sources. Photoinspected using imagery dated 2000; no major culture or drainage changes observed. Survey control current as of 1955. Boundaries, other than corporate, verified 2000
Hydrographic compiled from US&GS charts 209, 310, 1203 (1955), and supplementary information
North American Datum of 1927 (NAD 27). Projection and 10 000-foot ticks: Maine coordinate system, east zone (transverse Mercator)
1000-meter Universal Transverse Mercator grid, zone 19
North American Datum of 1983 (NAD 83) is shown by dashed corner ticks. The values of the shift between NAD 27 and NAD 83 for 7.5-minute intersections are obtainable from National Geodetic Survey NADCON software
There may be private inholdings within the boundaries of the National or State reservations shown on this map



SCALE 1:24 000
CONTOUR INTERVAL 20 FEET
NATIONAL GEODETIC VERTICAL DATUM OF 1929
TO CONVERT FROM FEET TO METERS, MULTIPLY BY 0.3048
DEPTH CURVES AND SOUNDINGS IN FEET-DATUM IS MEAN LOWER LOW WATER
THE RELATIONSHIP BETWEEN THE TWO DATUMS IS VARIABLE
THE MEAN RANGE OF TIDE IS APPROXIMATELY 9.6 FEET
THIS MAP COMPLIES WITH NATIONAL MAP ACCURACY STANDARDS
FOR SALE BY U.S. GEOLOGICAL SURVEY, P.O. BOX 25286, DENVER, COLORADO 80225
A FOLDER DESCRIBING TOPOGRAPHIC MAPS AND SYMBOLS IS AVAILABLE ON REQUEST



1	2	3	1 Searsport
			2 Lincolnville
			3 Islesboro
4		5	4 West Rockport
			5 North Haven West
			6 Thomaston
			7 Rockland
6	7	8	8 Leadbetter Island

CAMDEN, ME 2000
NIMA 7122 II NE-SERIES V811





United States Department of the Interior



FISH AND WILDLIFE SERVICE
Maine Ecological Services Field Office
P. O. Box A
East Orland, ME 04431
Phone: (207) 469-7300 Fax: (207) 902-1588

In Reply Refer To:
Project Code: 2025-0098024
Project Name: 39 Main Street Camden

05/16/2025 18:44:22 UTC

Subject: List of threatened and endangered species that may occur in your proposed project location or may be affected by your proposed project

To Whom It May Concern:

The enclosed species list identifies threatened, endangered, proposed and candidate species, as well as proposed and final designated critical habitat, that may occur within the boundary of your proposed project and/or may be affected by your proposed project. The species list fulfills the requirements of the U.S. Fish and Wildlife Service (Service) under section 7(c) of the Endangered Species Act (Act) of 1973, as amended (16 U.S.C. 1531 *et seq.*).

New information based on updated surveys, changes in the abundance and distribution of species, changed habitat conditions, or other factors could change this list. Please feel free to contact us if you need more current information or assistance regarding the potential impacts to federally proposed, listed, and candidate species and federally designated and proposed critical habitat. Please note that under 50 CFR 402.12(e) of the regulations implementing section 7 of the Act, the accuracy of this species list should be verified after 90 days. This verification can be completed formally or informally as desired. The Service recommends that verification be completed by visiting the IPaC website at regular intervals during project planning and implementation for updates to species lists and information. An updated list may be requested through the IPaC system by completing the same process used to receive the enclosed list.

The purpose of the Act is to provide a means whereby threatened and endangered species and the ecosystems upon which they depend may be conserved. Under sections 7(a)(1) and 7(a)(2) of the Act and its implementing regulations (50 CFR 402 *et seq.*), Federal agencies are required to utilize their authorities to carry out programs for the conservation of threatened and endangered species and to determine whether projects may affect threatened and endangered species and/or designated critical habitat.

A Biological Assessment is required for construction projects (or other undertakings having similar physical impacts) that are major Federal actions significantly affecting the quality of the human environment as defined in the National Environmental Policy Act (42 U.S.C. 4332(2) (c)). For projects other than major construction activities, the Service suggests that a biological

evaluation similar to a Biological Assessment be prepared to determine whether the project may affect listed or proposed species and/or designated or proposed critical habitat. Recommended contents of a Biological Assessment are described at 50 CFR 402.12.

If a Federal agency determines, based on the Biological Assessment or biological evaluation, that listed species and/or designated critical habitat may be affected by the proposed project, the agency is required to consult with the Service pursuant to 50 CFR 402. In addition, the Service recommends that candidate species, proposed species and proposed critical habitat be addressed within the consultation. More information on the regulations and procedures for section 7 consultation, including the role of permit or license applicants, can be found in the "Endangered Species Consultation Handbook" at:

<https://www.fws.gov/sites/default/files/documents/endangered-species-consultation-handbook.pdf>

Migratory Birds: In addition to responsibilities to protect threatened and endangered species under the Endangered Species Act (ESA), there are additional responsibilities under the Migratory Bird Treaty Act (MBTA) and the Bald and Golden Eagle Protection Act (BGEPA) to protect native birds from project-related impacts. Any activity, intentional or unintentional, resulting in take of migratory birds, including eagles, is prohibited unless otherwise permitted by the U.S. Fish and Wildlife Service (50 C.F.R. Sec. 10.12 and 16 U.S.C. Sec. 668(a)). For more information regarding these Acts, see <https://www.fws.gov/program/migratory-bird-permit/what-we-do>.

The MBTA has no provision for allowing take of migratory birds that may be unintentionally killed or injured by otherwise lawful activities. It is the responsibility of the project proponent to comply with these Acts by identifying potential impacts to migratory birds and eagles within applicable NEPA documents (when there is a federal nexus) or a Bird/Eagle Conservation Plan (when there is no federal nexus). Proponents should implement conservation measures to avoid or minimize the production of project-related stressors or minimize the exposure of birds and their resources to the project-related stressors. For more information on avian stressors and recommended conservation measures, see <https://www.fws.gov/library/collections/threats-birds>.

In addition to MBTA and BGEPA, Executive Order 13186: *Responsibilities of Federal Agencies to Protect Migratory Birds*, obligates all Federal agencies that engage in or authorize activities that might affect migratory birds, to minimize those effects and encourage conservation measures that will improve bird populations. Executive Order 13186 provides for the protection of both migratory birds and migratory bird habitat. For information regarding the implementation of Executive Order 13186, please visit <https://www.fws.gov/partner/council-conservation-migratory-birds>.

We appreciate your concern for threatened and endangered species. The Service encourages Federal agencies to include conservation of threatened and endangered species into their project planning to further the purposes of the Act. Please include the Consultation Code in the header of this letter with any request for consultation or correspondence about your project that you submit to our office.

Attachment(s):

- Official Species List
- USFWS National Wildlife Refuges and Fish Hatcheries
- Bald & Golden Eagles
- Migratory Birds
- Wetlands

OFFICIAL SPECIES LIST

This list is provided pursuant to Section 7 of the Endangered Species Act, and fulfills the requirement for Federal agencies to "request of the Secretary of the Interior information whether any species which is listed or proposed to be listed may be present in the area of a proposed action".

This species list is provided by:

Maine Ecological Services Field Office

P. O. Box A

East Orland, ME 04431

(207) 469-7300

PROJECT SUMMARY

Project Code: 2025-0098024
Project Name: 39 Main Street Camden
Project Type: Determination Key (DKey) Administration
Project Description: Pier Improvements
Project Location:

The approximate location of the project can be viewed in Google Maps: <https://www.google.com/maps/@44.21059545,-69.06456870790744,14z>



Counties: Knox County, Maine

ENDANGERED SPECIES ACT SPECIES

There is a total of 4 threatened, endangered, or candidate species on this species list.

Species on this list should be considered in an effects analysis for your project and could include species that exist in another geographic area. For example, certain fish may appear on the species list because a project could affect downstream species.

IPaC does not display listed species or critical habitats under the sole jurisdiction of NOAA Fisheries¹, as USFWS does not have the authority to speak on behalf of NOAA and the Department of Commerce.

See the "Critical habitats" section below for those critical habitats that lie wholly or partially within your project area under this office's jurisdiction. Please contact the designated FWS office if you have questions.

-
1. [NOAA Fisheries](#), also known as the National Marine Fisheries Service (NMFS), is an office of the National Oceanic and Atmospheric Administration within the Department of Commerce.

MAMMALS

NAME	STATUS
Northern Long-eared Bat <i>Myotis septentrionalis</i> No critical habitat has been designated for this species. Species profile: https://ecos.fws.gov/ecp/species/9045	Endangered
Tricolored Bat <i>Perimyotis subflavus</i> No critical habitat has been designated for this species. Species profile: https://ecos.fws.gov/ecp/species/10515	Proposed Endangered

FISHES

NAME	STATUS
Atlantic Salmon <i>Salmo salar</i> Population: Gulf of Maine DPS There is final critical habitat for this species. Your location does not overlap the critical habitat. Species profile: https://ecos.fws.gov/ecp/species/2097	Endangered

INSECTS

NAME	STATUS
Monarch Butterfly <i>Danaus plexippus</i> There is proposed critical habitat for this species. Your location does not overlap the critical habitat. Species profile: https://ecos.fws.gov/ecp/species/9743	Proposed Threatened

CRITICAL HABITATS

THERE ARE NO CRITICAL HABITATS WITHIN YOUR PROJECT AREA UNDER THIS OFFICE'S JURISDICTION.

YOU ARE STILL REQUIRED TO DETERMINE IF YOUR PROJECT(S) MAY HAVE EFFECTS ON ALL ABOVE LISTED SPECIES.

USFWS NATIONAL WILDLIFE REFUGE LANDS AND FISH HATCHERIES

Any activity proposed on lands managed by the [National Wildlife Refuge](#) system must undergo a 'Compatibility Determination' conducted by the Refuge. Please contact the individual Refuges to discuss any questions or concerns.

THERE ARE NO REFUGE LANDS OR FISH HATCHERIES WITHIN YOUR PROJECT AREA.

BALD & GOLDEN EAGLES

Bald and Golden Eagles are protected under the Bald and Golden Eagle Protection Act ² and the Migratory Bird Treaty Act (MBTA) ¹. Any person or organization who plans or conducts activities that may result in impacts to Bald or Golden Eagles, or their habitats, should follow appropriate regulations and consider implementing appropriate avoidance and minimization measures, as described in the various links on this page.

1. The [Bald and Golden Eagle Protection Act](#) of 1940.
2. The [Migratory Birds Treaty Act](#) of 1918.
3. 50 C.F.R. Sec. 10.12 and 16 U.S.C. Sec. 668(a)

BALD & GOLDEN EAGLES INFORMATION WAS NOT AVAILABLE WHEN THIS SPECIES LIST WAS GENERATED. PLEASE CONTACT THE FIELD OFFICE FOR FURTHER INFORMATION.

MIGRATORY BIRDS

The Migratory Bird Treaty Act (MBTA) ¹ prohibits the take (including killing, capturing, selling, trading, and transport) of protected migratory bird species without prior authorization by the Department of Interior U.S. Fish and Wildlife Service (Service). The incidental take of migratory birds is the injury or death of birds that results from, but is not the purpose, of an activity. The Service interprets the MBTA to prohibit incidental take.

1. The [Migratory Birds Treaty Act](#) of 1918.
2. The [Bald and Golden Eagle Protection Act](#) of 1940.
3. 50 C.F.R. Sec. 10.12 and 16 U.S.C. Sec. 668(a)

MIGRATORY BIRD INFORMATION WAS NOT AVAILABLE WHEN THIS SPECIES LIST WAS GENERATED. PLEASE CONTACT THE FIELD OFFICE FOR FURTHER INFORMATION.

WETLANDS

Impacts to [NWI wetlands](#) and other aquatic habitats may be subject to regulation under Section 404 of the Clean Water Act, or other State/Federal statutes.

For more information please contact the Regulatory Program of the local [U.S. Army Corps of Engineers District](#).

Please note that the NWI data being shown may be out of date. We are currently working to update our NWI data set. We recommend you verify these results with a site visit to determine the actual extent of wetlands on site.

RIVERINE
▪ R2UBH

IPAC USER CONTACT INFORMATION

Agency: Private Entity
Name: Joe Scala
Address: 75 John Roberts Rd., Suite 4A
City: South Portland
State: ME
Zip: 04106
Email: jscala@sebagotechnics.com
Phone: 2074826337



United States Department of the Interior



FISH AND WILDLIFE SERVICE
Maine Ecological Services Field Office
P. O. Box A
East Orland, ME 04431
Phone: (207) 469-7300 Fax: (207) 902-1588

In Reply Refer To:
Project code: 2025-0098024
Project Name: 39 Main Street Camden

05/16/2025 18:49:40 UTC

Federal Nexus: no
Federal Action Agency (if applicable):

Subject: Record of project representative's no effect determination for '39 Main Street Camden'

Dear Joe Scala:

This letter records your determination using the Information for Planning and Consultation (IPaC) system provided to the U.S. Fish and Wildlife Service (Service) on May 16, 2025, for '39 Main Street Camden' (here forward, Project). This project has been assigned Project Code 2025-0098024 and all future correspondence should clearly reference this number. **Please carefully review this letter.**

Ensuring Accurate Determinations When Using IPaC

The Service developed the IPaC system and associated species' determination keys in accordance with the Endangered Species Act of 1973 (ESA; 87 Stat. 884, as amended; 16 U.S.C. 1531 et seq.) and based on a standing analysis. All information submitted by the Project proponent into IPaC must accurately represent the full scope and details of the Project.

Failure to accurately represent or implement the Project as detailed in IPaC or the **Northern Long-eared Bat and Tricolored Bat Range-wide Determination Key (Dkey)**, invalidates this letter. ***Answers to certain questions in the DKey commit the project proponent to implementation of conservation measures that must be followed for the ESA determination to remain valid.***

Determination for the Northern Long-Eared Bat and/or Tricolored Bat

Based upon your IPaC submission and a standing analysis, your project has reached the following effect determinations:

Species	Listing Status	Determination
Northern Long-eared Bat (<i>Myotis septentrionalis</i>)	Endangered	No effect

Tricolored Bat (*Perimyotis subflavus*)

Proposed
Endangered

No effect

Federal agencies must consult with U.S. Fish and Wildlife Service under section 7(a)(2) of the Endangered Species Act (ESA) when an action *may affect* a listed species. Tricolored bat is proposed for listing as endangered under the ESA, but not yet listed. For actions that may affect a proposed species, agencies cannot consult, but they can *confer* under the authority of section 7(a)(4) of the ESA. Such conferences can follow the procedures for a consultation and be adopted as such if and when the proposed species is listed. Should the tricolored bat be listed, agencies must review projects that are not yet complete, or projects with ongoing effects within the tricolored bat range that previously received a NE or NLAA determination from the key to confirm that the determination is still accurate.

To make a no effect determination, the full scope of the proposed project implementation (action) should not have any effects (either positive or negative), to a federally listed species or designated critical habitat. Effects of the action are all consequences to listed species or critical habitat that are caused by the proposed action, including the consequences of other activities that are caused by the proposed action. A consequence is caused by the proposed action if it would not occur but for the proposed action and it is reasonably certain to occur. Effects of the action may occur later in time and may include consequences occurring outside the immediate area involved in the action. (See § 402.17).

Under Section 7 of the ESA, if a federal action agency makes a no effect determination, no consultation with the Service is required (ESA §7). If a proposed Federal action may affect a listed species or designated critical habitat, formal consultation is required except when the Service concurs, in writing, that a proposed action "is not likely to adversely affect" listed species or designated critical habitat [50 CFR §402.02, 50 CFR§402.13].

Other Species and Critical Habitat that May be Present in the Action Area

The IPaC-assisted determination key for the northern long-eared bat and tricolored bat does not apply to the following ESA-protected species and/or critical habitat that also may occur in your Action area:

- Atlantic Salmon *Salmo salar* Endangered
- Monarch Butterfly *Danaus plexippus* Proposed Threatened

You may coordinate with our Office to determine whether the Action may affect the animal species listed above and, if so, how they may be affected.

Next Steps

If there are no updates on listed species, no further consultation/coordination for this project is required with respect to the species covered by this key. However, the Service recommends that project proponents re-evaluate the Project in IPaC if: 1) the scope, timing, duration, or location of the Project changes (includes any project changes or amendments); 2) new information reveals

the Project may impact (positively or negatively) federally listed species or designated critical habitat; or 3) a new species is listed, or critical habitat designated. If any of the above conditions occurs, additional coordination with the Service should take place to ensure compliance with the Act.

If you have any questions regarding this letter or need further assistance, please contact the Maine Ecological Services Field Office and reference Project Code 2025-0098024 associated with this Project.

Action Description

You provided to IPaC the following name and description for the subject Action.

1. Name

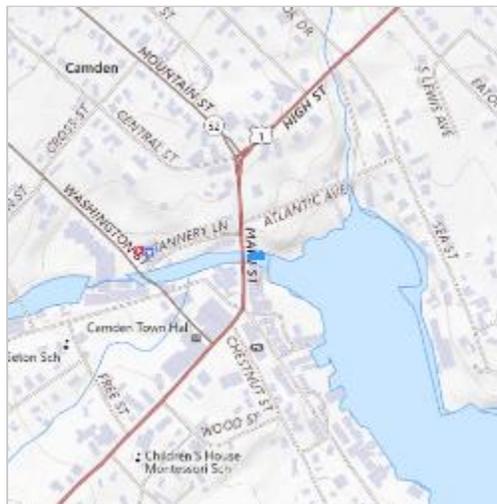
39 Main Street Camden

2. Description

The following description was provided for the project '39 Main Street Camden':

Pier Improvements

The approximate location of the project can be viewed in Google Maps: <https://www.google.com/maps/@44.21059545,-69.06456870790744,14z>



DETERMINATION KEY RESULT

Based on the information you provided, you have determined that the Proposed Action will have no effect on the species covered by this determination key. Therefore, no consultation with the U.S. Fish and Wildlife Service pursuant to Section 7(a)(2) of the Endangered Species Act of 1973 (87 Stat. 884, as amended 16 U.S.C. 1531 *et seq.*) is required for those species.

QUALIFICATION INTERVIEW

1. Does the proposed project include, or is it reasonably certain to cause, intentional take of listed bats or any other listed species?

Note: Intentional take is defined as take that is the intended result of a project. Intentional take could refer to research, direct species management, surveys, and/or studies that include intentional handling/encountering, harassment, collection, or capturing of any individual of a federally listed threatened, endangered or proposed species?

No

2. Is the action area wholly within Zone 2 of the year-round active area for northern long-eared bat and/or tricolored bat?

Automatically answered

No

3. Does the action area intersect Zone 1 of the year-round active area for northern long-eared bat and/or tricolored bat?

Automatically answered

No

4. Does any component of the action involve leasing, construction or operation of wind turbines? Answer 'yes' if the activities considered are conducted with the intention of gathering survey information to inform the leasing, construction, or operation of wind turbines.

Note: For federal actions, answer 'yes' if the construction or operation of wind power facilities is either (1) part of the federal action or (2) would not occur but for a federal agency action (federal permit, funding, etc.).

No

5. Is the proposed action authorized, permitted, licensed, funded, or being carried out by a Federal agency in whole or in part?

No

6. [Semantic] Is the action area located within 0.5 miles of a known bat hibernaculum? Note: The map queried for this question contains proprietary information and cannot be displayed. If you need additional information, please contact your State wildlife agency.

Automatically answered

No

7. Does the action area contain any winter roosts or caves (or associated sinkholes, fissures, or other karst features), mines, rocky outcroppings, or tunnels that could provide habitat for hibernating bats?

No

8. Does the action area contain (1) talus or (2) anthropogenic or naturally formed rock shelters or crevices in rocky outcrops, rock faces or cliffs?

No

9. Will the action cause effects to a bridge?

Note: Covered bridges should be considered as bridges in this question.

No

10. Will the action result in effects to a culvert or tunnel at any time of year?

No

11. Are trees present within 1000 feet of the action area?

Note: If there are trees within the action area that are of a sufficient size to be potential roosts for bats answer "Yes". If unsure, additional information defining suitable summer habitat for the northern long-eared bat and tricolored bat can be found in Appendix A of the USFWS' Range-wide Indiana Bat and Northern long-eared bat Survey Guidelines at: <https://www.fws.gov/media/range-wide-indiana-bat-and-northern-long-eared-bat-survey-guidelines>.

Yes

12. Does the action include the intentional exclusion of bats from a building or structure?

Note: Exclusion is conducted to deny bats' entry or reentry into a building. To be effective and to avoid harming bats, it should be done according to established standards. If your action includes bat exclusion and you are unsure whether northern long-eared bats or tricolored bats are present, answer "Yes." Answer "No" if there are no signs of bat use in the building/structure. If unsure, contact your local Ecological Services Field Office to help assess whether northern long-eared bats or tricolored bats may be present. Contact a Nuisance Wildlife Control Operator (NWCO) for help in how to exclude bats from a structure safely without causing harm to the bats (to find a NWCO certified in bat standards, search the Internet using the search term "National Wildlife Control Operators Association bats"). Also see the White-Nose Syndrome Response Team's guide for bat control in structures.

No

13. Does the action involve removal, modification, or maintenance of a human-made structure (barn, house, or other building) **known or suspected to contain roosting bats?**

No

14. Will the action cause construction of one or more new roads open to the public?

For federal actions, answer 'yes' when the construction or operation of these facilities is either (1) part of the federal action or (2) would not occur but for an action taken by a federal agency (federal permit, funding, etc.).

No

15. Will the action include or cause any construction or other activity that is reasonably certain to increase average night-time traffic permanently or temporarily on one or more existing roads? **Note:** For federal actions, answer 'yes' when the construction or operation of these facilities is either (1) part of the federal action or (2) would not occur but for an action taken by a federal agency (federal permit, funding, etc.). .

No

16. Will the action include or cause any construction or other activity that is reasonably certain to increase the number of travel lanes on an existing thoroughfare?

For federal actions, answer 'yes' when the construction or operation of these facilities is either (1) part of the federal action or (2) would not occur but for an action taken by a federal agency (federal permit, funding, etc.).

No

17. Will the proposed Action involve the creation of a new water-borne contaminant source (e.g., leachate pond, pits containing chemicals that are not NSF/ANSI 60 compliant)?

Note: For information regarding NSF/ANSI 60 please visit <https://www.nsf.org/knowledge-library/nsf-ansi-standard-60-drinking-water-treatment-chemicals-health-effects>

No

18. Will the proposed action involve the creation of a new point source discharge from a facility other than a water treatment plant or storm water system?

No

19. Will the action include drilling or blasting?

No

20. Will the action involve military training (e.g., smoke operations, obscurant operations, exploding munitions, artillery fire, range use, helicopter or fixed wing aircraft use)?

No

21. Will the proposed action involve the use of herbicides or other pesticides other than herbicides (e.g., fungicides, insecticides, or rodenticides)?

No

22. Will the action include or cause activities that are reasonably certain to cause chronic or intense nighttime noise (above current levels of ambient noise in the area) in suitable summer habitat for the northern long-eared bat or tricolored bat during the active season?

Chronic noise is noise that is continuous or occurs repeatedly again and again for a long time. Sources of chronic or intense noise that could cause adverse effects to bats may include, but are not limited to: road traffic; trains; aircraft; industrial activities; gas compressor stations; loud music; crowds; oil and gas extraction; construction; and mining.

Note: Additional information defining suitable summer habitat for the northern long-eared bat and tricolored bat can be found in Appendix A of the USFWS' Range-wide Indiana Bat and Northern long-eared bat Survey Guidelines at: <https://www.fws.gov/media/range-wide-indiana-bat-and-northern-long-eared-bat-survey-guidelines>.

No

23. Does the action include, or is it reasonably certain to cause, the use of permanent or temporary artificial lighting within 1000 feet of suitable northern long-eared bat or tricolored bat roosting habitat?

Note: Additional information defining suitable summer habitat for the northern long-eared bat and tricolored bat can be found in Appendix A of the USFWS' Range-wide Indiana Bat and Northern long-eared bat Survey Guidelines at: <https://www.fws.gov/media/range-wide-indiana-bat-and-northern-long-eared-bat-survey-guidelines>.

No

24. Will the action include tree cutting or other means of knocking down or bringing down trees, tree topping, or tree trimming?

No

25. Will the proposed action result in the use of prescribed fire?

Note: If the prescribed fire action includes other activities than application of fire (e.g., tree cutting, fire line preparation) please consider impacts from those activities within the previous representative questions in the key. This set of questions only considers impacts from flame and smoke.

No

26. Does the action area intersect the northern long-eared bat species list area?

Automatically answered

Yes

27. [Semantic] Is the action area located within 0.5 miles of radius of an entrance/opening to any known NLEB hibernacula? Note: The map queried for this question contains proprietary information and cannot be displayed. If you need additional information, please contact your State wildlife agency.

Automatically answered

No

28. [Semantic] Is the action area located within 0.25 miles of a culvert that is known to be occupied by northern long-eared or tricolored bats? **Note:** The map queried for this question contains proprietary information and cannot be displayed. If you need additional information, please contact your State wildlife agency.

Automatically answered

No

29. [Semantic] Is the action area located within 0.25 miles of a culvert that is known to be occupied by northern long-eared or tricolored bats?

Automatically answered

No

30. [Semantic] Is the action area located within 150 feet of a documented northern long-eared bat roost site?

Note: The map queried for this question contains proprietary information and cannot be displayed. If you need additional information, please contact your State wildlife agency. Have you contacted the appropriate agency to determine if your action is within 150 feet of any documented northern long-eared bat roosts?

Note: A document with links to Natural Heritage Inventory databases and other state-specific sources of information on the locations of northern long-eared bat roosts is available here. Location information for northern long-eared bat roosts is generally kept in state natural heritage inventory databases – the availability of this data varies by state. Many states provide online access to their data, either directly by providing maps or by providing the opportunity to make a data request. In some cases, to protect those resources, access to the information may be limited.

Automatically answered

No

31. Is suitable summer habitat for the northern long-eared bat present within 1000 feet of project activities?

If unsure, answer "Yes."

Note: Additional information defining suitable summer habitat for the northern long-eared bat and tricolored bat can be found in Appendix A of the USFWS' Range-wide Indiana Bat and Northern long-eared bat Survey Guidelines at: <https://www.fws.gov/media/range-wide-indiana-bat-and-northern-long-eared-bat-survey-guidelines>.

No

32. Does the action area intersect the tricolored bat species list area?

Automatically answered

Yes

33. [Semantic] Is the action area located within 0.5 miles of radius of an entrance/opening to any known tricolored bat hibernacula? Note: The map queried for this question contains proprietary information and cannot be displayed. If you need additional information, please contact your State wildlife agency.

Automatically answered

No

34. [Semantic] Is the action area located within 0.25 miles of a culvert that is known to be occupied by northern long-eared or tricolored bats? **Note:** The map queried for this question contains proprietary information and cannot be displayed. If you need additional information, please contact your State wildlife agency.

Automatically answered

No

35. Is suitable summer habitat for the tricolored bat present within 1000 feet of project activities?
(If unsure, answer ""Yes."")

Note: If there are trees within the action area that may provide potential roosts for tricolored bats (e.g., clusters of leaves in live and dead deciduous trees, Spanish moss (*Tillandsia usneoides*), clusters of dead pine needles of large live pines) answer ""Yes."" For a complete definition of suitable summer habitat for the tricolored bat, please see Appendix A in the [Service's Range-wide Indiana Bat and Northern long-eared Bat Survey Guidelines](#).

No

36. Do you have any documents that you want to include with this submission?

No

PROJECT QUESTIONNAIRE

IPAC USER CONTACT INFORMATION

Agency: Private Entity
Name: Joe Scala
Address: 75 John Roberts Rd., Suite 4A
City: South Portland
State: ME
Zip: 04106
Email: jscala@sebagotechnics.com
Phone: 2074826337

Endangered Species Act Review

DETERMINATION KEY

Northern Long-eared Bat and Tricolored Bat Range-wide Determination Key

Release date: May 13, 2025

You completed the latest version of this key, published May 13, 2025, and reached a determination of no effect for species or critical habitats covered by the key.

This determination key (key) is intended to streamline review of projects for potential effects to the northern long-eared bat (*Myotis septentrionalis*; NLEB) and the proposed tricolored bat (*Perimyotis subflavus*; TCB). This key is designed as a tool to help Federal agencies and other project proponents decide if their proposed action has the potential to adversely affect the northern long-eared bat or jeopardize the continued existence of the proposed tricolored bat and covers certain routine and predictable projects for which predetermined consultation outcomes are feasible. This key will replace the NLEB Rangewide Key in order to provide for the addition of TCB to the key. Letters provided through use of the NLEB Rangewide Key will still be valid, but the key will no longer be available to users. If a project needs to be reassessed, please use the updated NLEB and TCB Rangewide Key. Federal agencies must consult with U.S. Fish and Wildlife Service under section 7(a)(2) of the Endangered Species Act (ESA) when an action may affect a listed species. TCB is proposed for listing as endangered under the ESA, but not yet listed. For actions that may affect a proposed species, agencies cannot consult, but they can confer under the authority of section 7(a)(4) of the ESA. Such conferences can follow the procedures for a consultation and be adopted as such if and when the proposed species is listed. Should the TCB be listed, agencies must review projects that are not yet complete, or projects with ongoing effects within the TCB range that previously received a NE or NLAA determination from the key to confirm that the determination is still accurate. Some projects may be outside the scope of this key. Activities that fall outside the scope of this key will require additional evaluation and/or consultation outside of the IPaC application; please contact the appropriate Ecological Service Field Office if you have questions. The link below provides the information used to support the standing analyses and key.

<https://www.fws.gov/species/northern-long-eared-bat-myotis-septentrionalis> If your project qualifies for use of this key, you will be prompted to answer questions about your project to help you evaluate its effects on the northern long-eared bat and/or tricolored bat. Three outcomes are possible: 1) If your completed review indicates a "No Effect" (NE) for northern

long-eared bat and tricolored bat, and you have made separate “No Effect” determinations for all other species and critical habitats, if any, on your Official Species List, print your IPaC output letter for your files to document your compliance with the Endangered Species Act. 2) For Federal projects with a “Not Likely to Adversely Affect” determination, our concurrence becomes valid if you do not hear otherwise after a 15-day review period, as specified in your letter. 3) If your output letter indicates additional coordination with the appropriate Ecological Services Field Office is necessary (i.e., you get a “May Affect” determination” without a concurrence that adverse effects are not likely), you will be provided additional guidance on contacting the Service to continue ESA coordination outside of this key; ESA compliance cannot be concluded using the key for “May Affect” determinations. Please note that only one assisted key may be completed per species for each project. Please carefully review the descriptions of all available keys to select the most appropriate key for your project. For instance, federal transportation projects with potential effects to listed bats may be advised to complete the key entitled, FHWA, FRA, FTA Programmatic Consultation for Transportation Projects affecting NLEB or Indiana Bat. Finally, be advised that this key is intended to assist the user in evaluating the effects of their actions on northern long-eared bat and/or tricolored bat. It does not authorize any activities that are otherwise prohibited by the Endangered Species Act (e.g., for wildlife: import/export, Interstate or foreign commerce, possession of illegally taken wildlife, etc.; for plants: import/export, reduce to possession, malicious destruction on Federal lands, commercial sale, etc.) or other Federal or state statutes.

A video demonstration of this Key is available [here](#).

Species covered by this key

This key covers the following species expected to occur in this project area:

Northern Long-eared Bat *Myotis septentrionalis*

Tricolored Bat *Perimyotis subflavus*

Critical habitats covered by this key

This key covers the critical habitats for the following species expected to occur in this project area:

None

For more information about this determination key, including a list of all potential questions, refer to the [detailed overview](#).

Qualification interview

1. Does the proposed project include, or is it reasonably certain to cause, intentional take of listed bats or any other listed species?

Note: Intentional take is defined as take that is the intended result of a project. Intentional take could refer to research, direct species management, surveys, and/or studies that include intentional handling/encountering, harassment, collection, or capturing of any individual of a federally listed threatened, endangered or proposed species?

No

2. Is the action area wholly within Zone 2 of the year-round active area for northern long-eared bat and/or tricolored bat?

Automatically answered

No

3. Does the action area intersect Zone 1 of the year-round active area for northern long-eared bat and/or tricolored bat?

Automatically answered

No

4. Does any component of the action involve leasing, construction or operation of wind turbines? Answer 'yes' if the activities considered are conducted with the intention of gathering survey information to inform the leasing, construction, or operation of wind turbines.

Note: For federal actions (Action means all activities or programs of any kind authorized, funded, or carried out, in whole or in part, by Federal agencies in the United States or upon the high seas.

Examples include, but are not limited to:

(a) actions intended to conserve listed species or their habitat;

(b) the promulgation of regulations;

(c) the granting of licenses, contracts, leases, easements, rights-of-way, permits, or grants-in-aid; or

(d) actions directly or indirectly causing modifications to the land, water, or air.

50 CFR 402.02 "Action" .), answer 'yes' if the construction or operation of wind power facilities is either (1) part of the federal action or (2) would not occur but for a federal agency action (federal permit, funding, etc.).

No

5. Is the proposed action (A federal action means all activities or programs of any kind authorized, funded, or carried out, in whole or in part, by Federal agencies in the United States or upon the high seas. Examples include, but are not limited to:
- (a) actions intended to conserve listed species or their habitat;
 - (b) the promulgation of regulations;
 - (c) the granting of licenses, contracts, leases, easements, rights-of-way, permits, or grants-in-aid; or
 - (d) actions directly or indirectly causing modifications to the land, water, or air.

50 CFR 402.02 "Action".) authorized, permitted, licensed, funded, or being carried out by a Federal agency in whole or in part?

No

6. [Semantic] Is the action area located within 0.5 miles of a known bat hibernaculum?
Note: The map queried for this question contains proprietary information and cannot be displayed. If you need additional information, please contact your State wildlife agency.

Automatically answered

No

7. Does the action area contain any winter roosts or caves (or associated sinkholes, fissures (A narrow opening or crack of considerable length and depth usually occurring from some breaking or parting;), or other karst (An irregular limestone region with sinkholes, underground streams, and caverns.) features), mines, rocky outcroppings, or tunnels that could provide habitat for hibernating bats?

No

8. Does the action area contain (1) talus (A slope formed especially by an accumulation of rock debris or rock debris at the base of a cliff.) or (2) anthropogenic or naturally formed rock shelters or crevices in rocky outcrops, rock faces or cliffs?

No

9. Will the action cause effects to a bridge?

Note: Covered bridges should be considered as bridges in this question.

No

10. Will the action result in effects to a culvert or tunnel at any time of year?

No

11. Are trees present within 1000 feet of the action area?

Note: If there are trees within the action area that are of a sufficient size to be potential roosts for bats answer "Yes". If unsure, additional information defining suitable summer habitat for the northern long-eared bat and tricolored bat can be found in Appendix A of the USFWS' Range-wide Indiana Bat and Northern long-eared bat Survey Guidelines at: <https://www.fws.gov/media/range-wide-indiana-bat-and-northern-long-eared-bat-survey-guidelines>.

Yes

12. Does the action include the intentional exclusion of bats from a building or structure?

Note: Exclusion is conducted to deny bats' entry or reentry into a building. To be effective and to avoid harming bats, it should be done according to established standards. If your action includes bat exclusion and you are unsure whether northern long-eared bats or tricolored bats are present, answer "Yes." Answer "No" if there are no signs of bat use in the building/structure. If unsure, contact your local Ecological Services Field Office to help assess whether northern long-eared bats or tricolored bats may be present. Contact a Nuisance Wildlife Control Operator (NWCO) for help in how to exclude bats from a structure safely without causing harm to the bats (to find a NWCO certified in bat standards, search the Internet using the search term "National Wildlife Control Operators Association bats"). Also see the White-Nose Syndrome Response Team's guide for bat control in structures.

No

13. Does the action involve removal, modification, or maintenance of a human-made structure (barn, house, or other building) **known or suspected to contain roosting bats**?

No

14. Will the action cause construction of one or more new roads open to the public?

For federal actions, answer 'yes' when the construction or operation of these facilities is either (1) part of the federal action or (2) would not occur but for an action taken by a federal agency (federal permit, funding, etc.).

No

15. Will the action include or cause any construction or other activity that is reasonably certain to increase average night-time traffic (the total volume of vehicle traffic of a highway or road for a year divided by 365 days - or, the volume of traffic moving in both directions on a highway for the most average traffic day of the year for 24 hours) permanently or temporarily on one or more existing roads? **Note:** For federal actions, answer 'yes' when the construction or operation of these facilities is either (1) part of the federal action or (2) would not occur but for an action taken by a federal agency (federal permit, funding, etc.).

No

16. Will the action include or cause any construction or other activity that is reasonably certain to increase the number of travel lanes on an existing thoroughfare?

For federal actions, answer 'yes' when the construction or operation of these facilities is either (1) part of the federal action or (2) would not occur but for an action taken by a federal agency (federal permit, funding, etc.).

No

17. Will the proposed Action involve the creation of a new water-borne contaminant source (e.g., leachate pond, pits containing chemicals that are not NSF/ANSI 60 (NSF/ANSI 60: Drinking Water Treatment Chemicals – Health Effects is an American National Standard that establishes the minimum health-effects requirements for the chemicals, chemical contaminants and impurities that are directly added to drinking water from drinking water treatment chemicals. This standard does not establish performance or taste and odor requirements for drinking water treatment chemicals.) compliant)?

Note: For information regarding NSF/ANSI 60 please visit <https://www.nsf.org/knowledge-library/nsf-ansi-standard-60-drinking-water-treatment-chemicals-health-effects>

No

18. Will the proposed action involve the creation of a new point source discharge from a facility other than a water treatment plant or storm water system?

No

19. Will the action include drilling or blasting?

No

20. Will the action involve military training (e.g., smoke operations, obscurant operations, exploding munitions, artillery fire, range use, helicopter or fixed wing aircraft use)?

No

21. Will the proposed action involve the use of herbicides or other pesticides other than herbicides (e.g., fungicides, insecticides, or rodenticides)?

No

22. Will the action include or cause activities that are reasonably certain to cause chronic or intense nighttime noise (above current levels of ambient noise in the area) in suitable summer habitat for the northern long-eared bat or tricolored bat during the active season?

Chronic noise is noise that is continuous or occurs repeatedly again and again for a long time. Sources of chronic or intense noise that could cause adverse effects to bats may include, but are not limited to: road traffic; trains; aircraft; industrial activities; gas compressor stations; loud music; crowds; oil and gas extraction; construction; and mining.

Note: Additional information defining suitable summer habitat for the northern long-eared bat and tricolored bat can be found in Appendix A of the USFWS' Range-wide Indiana Bat and Northern long-eared bat Survey Guidelines at: <https://www.fws.gov/media/range-wide-indiana-bat-and-northern-long-eared-bat-survey-guidelines>.

No

23. Does the action include, or is it reasonably certain to cause, the use of permanent or temporary artificial lighting within 1000 feet of suitable northern long-eared bat or tricolored bat roosting habitat?

Note: Additional information defining suitable summer habitat for the northern long-eared bat and tricolored bat can be found in Appendix A of the USFWS' Range-wide Indiana Bat and Northern long-eared bat Survey Guidelines at: <https://www.fws.gov/media/range-wide-indiana-bat-and-northern-long-eared-bat-survey-guidelines>.

No

24. Will the action include tree cutting or other means of knocking down or bringing down trees, tree topping, or tree trimming?

No

25. Will the proposed action result in the use of prescribed fire?

Note: If the prescribed fire action includes other activities than application of fire (e.g., tree cutting, fire line preparation) please consider impacts from those activities within the previous representative questions in the key. This set of questions only considers impacts from flame and smoke.

No

26. Does the action area intersect the northern long-eared bat species list area?

Automatically answered

Yes

27. [Semantic] Is the action area located within 0.5 miles of radius of an entrance/opening to any known NLEB hibernacula? Note: The map queried for this question contains proprietary information and cannot be displayed. If you need additional information, please contact your State wildlife agency.

Automatically answered

No

28. [Semantic] Is the action area located within 0.25 miles of a culvert that is known to be occupied by northern long-eared or tricolored bats? Note: The map queried for this question contains proprietary information and cannot be displayed. If you need additional information, please contact your State wildlife agency.

Automatically answered

No

29. [Semantic] Is the action area located within 0.25 miles of a culvert that is known to be occupied by northern long-eared or tricolored bats?

Automatically answered

No

30. [Semantic] Is the action area located within 150 feet of a documented northern long-eared bat roost site?

Note: The map queried for this question contains proprietary information and cannot be displayed. If you need additional information, please contact your State wildlife agency. Have you contacted the appropriate agency to determine if your action is within 150 feet of any documented northern long-eared bat roosts?

Note: A document with links to Natural Heritage Inventory databases and other state-specific sources of information on the locations of northern long-eared bat roosts is available here. Location information for northern long-eared bat roosts is generally kept in state natural heritage inventory databases – the availability of this data varies by state. Many states provide online access to their data, either directly by providing maps or by providing the opportunity to make a data request. In some cases, to protect those resources, access to the information may be limited.

Automatically answered

No

31. Is suitable summer habitat for the northern long-eared bat present within 1000 feet of project activities?
If unsure, answer "Yes."

Note: Additional information defining suitable summer habitat for the northern long-eared bat and tricolored bat can be found in Appendix A of the USFWS' Range-wide Indiana Bat and Northern long-eared bat Survey Guidelines at: <https://www.fws.gov/media/range-wide-indiana-bat-and-northern-long-eared-bat-survey-guidelines>.

No

32. Does the action area intersect the tricolored bat species list area?

Automatically answered

Yes

33. [Semantic] Is the action area located within 0.5 miles of radius of an entrance/opening to any known tricolored bat hibernacula? Note: The map queried for this question contains proprietary information and cannot be displayed. If you need additional information, please contact your State wildlife agency.

Automatically answered

No

34. [Semantic] Is the action area located within 0.25 miles of a culvert that is known to be occupied by northern long-eared or tricolored bats? **Note:** The map queried for this question contains proprietary information and cannot be displayed. If you need additional information, please contact your State wildlife agency.

Automatically answered

No

35. Is suitable summer habitat for the tricolored bat present within 1000 feet of project activities?

(If unsure, answer ""Yes."")

Note: If there are trees within the action area that may provide potential roosts for tricolored bats (e.g., clusters of leaves in live and dead deciduous trees, Spanish moss (*Tillandsia usneoides*), clusters of dead pine needles of large live pines) answer ""Yes."" For a complete definition of suitable summer habitat for the tricolored bat, please see Appendix A in the [Service's Range-wide Indiana Bat and Northern long-eared Bat Survey Guidelines](#).

No

36. Do you have any documents that you want to include with this submission?

No

Determination result

You have determined your project will have no effect to the species covered by this determination key. Review the guidance below and generate a letter documenting your determination for your records.

Based on the information you provided, you have determined that the Proposed Action will have no effect on the species covered by this determination key. Therefore, no consultation with the U.S. Fish and Wildlife Service pursuant to Section 7(a)(2) of the Endangered Species Act of 1973 (87 Stat. 884, as amended 16 U.S.C. 1531 *et seq.*) is required for those species.

If you no longer wish to use this key for your project, you can delete your evaluation. This will make the technical assistance letter created as part of this evaluation no longer valid, but it will still be accessible on the [documents](#) page.

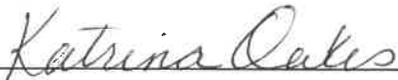
ATTESTATION OF OFFICAL RECORD

TOWN OF CAMDEN, MAINE

(Pursuant to 17 MRS 2851 *et. seq.*)

I, Katrina Oakes, duly appointed Town Clerk of the **Town of Camden, Maine**, and the designated keeper of Official Camden Town Records, hereby ATTEST that the following Interim Order and Decision in the Dangerous Buildings matter of **Janis A. Kay**, regarding real property located at 39 Maine Street, Camden, Maine, consisting of 12 pages, is the Official Record Interim Order and Decision of the Municipal Officers of the Town of Camden, signed on March 18, 2025 at a duly called hearing held at the Town Office of the Town of Camden.

DATED: March 19, 2025



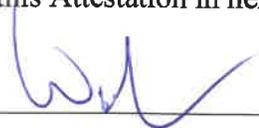
Katrina Oakes, Town Clerk, Camden, Maine

STATE OF MAINE

Date: March 19, 2025

COUNTY OF KNOX: ss

Then appeared before me Katrina Oakes, Clerk of the Town of Camden, Maine, and gave oath that the foregoing statement is true and correct, and signed this Attestation in her capacity as the Town Clerk of Camden, Maine.



Attorney At Law



Printed Name

ME BAR No. 7077

**INTERIM ORDER AND DECISION OF
THE MUNICIPAL OFFICERS OF THE TOWN OF CAMDEN, MAINE
RE: PROPERTY OF JANIS A. KAY; TAX MAP 120 LOT 281; 39 MAIN STREET**

Upon due and sufficient notice provided to Janis A. Kay of 246 Main Street, Lincolnville, ME 04849 ("Kay"), a Hearing regarding real property located at 39 Main Street, Camden, Maine, ("Premises"), as described in a deed to Kay as recorded in Book 6192, Page 297 of the Knox County Registry of Deeds, was convened on February 18, 2025 at 6:30 pm in the Camden Town Office, pursuant to 17 MRS § 2851 by the Municipal Officers ("Select Board") of the Town of Camden. Kay was represented by Attorney Susan Theim and Kevin Hall presented as the authorized Agent on behalf of Kay, who was physically out of the country but did attend via live zoom feed.

Testimony from the Town was provided by the Director of Planning/Development and Alternate Code Enforcement Officer, Jeremy Martin, and the Code Enforcement Officer and Building Official, Clint Beveridge (collectively referred to as "CEO"), and a structural engineer, Joshua Crofton-Macdonald, P.E., who was retained by the Town to complete a dangerous building assessment. Testimony for Kay was presented by Kevin Hall, Agent. There is a video recording of the entire Hearing.

On March 18, 2025, the hearing was reconvened by the Select Board and the record was re-opened by the Select Board to introduce a new Exhibit, which was a Purchase and Sale Agreement signed by Janis A. Kay as the Seller and David and Amy Lacouture ("Lacouture") as the Buyers, which anticipates a closing on or before April 14, 2025. Additional testimony was

also admitted from Kevin Hall as Agent for Janis Kay, and from Amy and David Lacouture.

There is a video recording of this Hearing as well.

EXHIBITS INTRODUCED AT HEARING

Exhibits introduced and considered by the Select Board are as follows:

1. Copy of the January 15, 2025 Letter to Janis A. Kay, with copy of relevant statutes and copy of the December 18, 2024 Engineering Report by WBRC Engineers.
2. Copy of Hearing Notice also served on Kay, as now recorded in Book 6194, Page 137 of the Knox County Registry of Deeds.
3. Copy of Kay source of title deed recorded on January 10, 2025 in Book 6192, Page 297 of the Knox County Registry of Deeds.
4. Return of Service Certificate demonstrating personal service on Kay on January 17, 2025.
5. Dangerous Building Report dated December 18, 2024 by WBRC ("Report"), a professional engineering firm with offices in Bangor and Portland, Maine and three other states.
6. Notice of Violation ("NOV") dated October 4, 2024 from the Camden Code Enforcement Officers.
7. Follow-up letter of the NOV, dated November 13, 2024.
8. Property Tax Card from the Camden Assessing Office for 39 Main Street.
9. Prock Marine Company Inspection Report dated September 20, 2020 ("Prock") (the sole document introduced by Kay).
10. WBRC invoices totaling \$4,600.
11. Purchase and Sale Agreement of Kay and Lacouture dated March 14, 2025.
12. Letter of engagement from engineering firm Thornton and Tomasetti, dated March 17, 2025.

PUBLIC HEARING PROCESS

The CEO testified as to the inspections of the Premises in the last few years which resulted in the issuance of the NOV dated October 4, 2024. The NOV was issued in the name of the then owner Larry Weatherholtz and copied to Kay, as she was the mortgage holder at that time. Kay and the CEO have had conversations before and since October 4, 2024, including discussions that failure of Weatherholtz to maintain the building was an actionable breach under the mortgage covenants that Kay enjoyed.

The NOV speaks for itself, but in summary it found the building and equipment (including utilities) to be dangerous and unsafe under codes and ordinances cited in the letter, and it ordered that a plan be provided within 15 days by a qualified engineer to demonstrate steps required to remediate the dangerous and unsafe conditions. No actions were taken and no plans were presented by either Weatherholtz or Kay. The follow-up letter of November 13, 2024, copied to Kay, noted that no response had been received by the CEO who were then prepared to move forward with an enforcement action. The follow-up letter also served as notice of an inspection of the Premises scheduled for on November 18, 2024 by the CEO and a consulting engineer. The NOV of October 4, 2024 contains six photos of the then- present conditions that the CEO found constituted dangerous and unsafe conditions.

The NOV stated that the Town would also proceed on a path or prosecution under the Dangerous Buildings statutes, 17 MRS § 2851 et seq. Structural Engineers inspected the Premises on November 18, 2024 and the Report they prepared resulted from that inspection. Joshua Crofton-Macdonald testified in the Hearing to the effect that the building and equipment constituted nuisance and dangerous conditions under the Dangerous Buildings statutory standard of review criteria described in 17 MRS § 2851(2-A). Mr. Crofton-Macdonald reviewed how the depictions in the 26 photos of the Report depicted the Premises and the dangerous conditions present. He also read his concluding paragraph on page 6 into the record:

In our judgment, the building at 39 Main Street is structurally unsafe and unstable, constitutes a fire hazard, is unsuitable for the occupancy, and constitutes a hazard to safety because of inadequate maintenance, dilapidation, and abandonment. The building is dangerous to life and property per the standard of the “Dangerous Buildings” statute, Title 17, Chapter 91, MRS 2851 et. seq.

The Engineer further stated that he did not enter the building during the inspection as he was concerned that the added weight of people going into the structure could cause it to collapse. Kay did not object to any of the findings in the NOV, the Report, or the Engineer's testimony. The Agent Kevin Hall stated that there was agreement that the Premises is dangerous in its present condition. There was detailed explanation provided by the Agent and Attorney Susan Thiem as the fact that Weatherholtz had failed to pay rent, breached the obligation to keep the premises in repair, and had unilaterally filed a Deed in Lieu of Foreclosure (dated October 23, 2024, filed on January 10, 2025, "accepted" by Kay on February 7, 2025) without the knowledge or agreement of Kay, who learned the deed had been filed from a friend who read of the conveyance in a local newspaper. The Kay presentation was centered on the premises that (i) the conditions on the Premises are dangerous, (ii) Kay is in possession and now the owner, (iii) she has retained a Project Manager, (iv) it was stated that she had the financial means to proceed with repair, and (v) she is seeking "enough" time to proceed with the repairs to stabilize the Premises which is impacted by the availability of engineers and contactors. In response, the CEO reminded the Select Board that Kay had been aware and could have proceeded with legal action under the breach of Weatherholtz' mortgage obligations to keep the property in good repair.

The one piece of documentary evidence presented by Kay was an Inspection report by Prock Marine Company dated September 20, 2020. This Prock inspection notes that 13 posts were present, and 3 of them were "non-functional", 4 footers/post bases were "non-functional" and a fifth was "severely degraded." The cost to replace all 13 piers/posts and footers/bases was estimated to be \$ 160,000, at that time.

Kay's Agent stated that the cost to repair as described in the Investigation was essentially a credit to the purchase price when Kay sold the property to Weatherholtz. The Select Board

noted the observable deterioration of the conditions when comparing the Prock investigation to the Report.

On March 18, 2025, the Select Board heard additional testimony from Amy and David Lacouture which included their representations of multiple ongoing efforts to meet the requirements of the deliverables required in Paragraph 1, sections (a) through (h) of the Interim Order, which begins on page 7 herein. They have engaged the engineering firm of Thornton and Tomasetti as reflected in the admitted letter of commitment dated March 17, 2025, at the anticipated cost of \$ 42,000. They have retained and will submit a letter of commitment from a general contract they represent as having 30 years of experience and who has constructed multiple buildings for them by the name of Milton Higgins. They advised that they have secured necessary financing or cash resources to perform the work necessary to remove the dangerous and hazardous conditions, and will be able to meet the letter of credit or performance bond representations described in Paragraph 1(h) of the Interim Order. Due to the fact that the Lacoutures now have a legally cognizable interest in the Premises, with an anticipated closing date of April 14, 2025, they have stipulated on the record that they shall be parties to this matter and shall be jointly responsible to comply with this Decision and Interim Order as if they had been served with Notice and participated in this matter. They have waived the service of process of the Notice of hearing. The presentation by the Lacoutures and their described ongoing efforts have caused the Select Board to agree to extend the date of delivery of the items in the Interim Order, Paragraph 1, sections (a) through (h) until May 13, 2025 at 5:00 pm, by which time the deliverables shall be filed with the Camden Code and Planning Office. However, the deliverables shall be filed on a rolling basis as they become available.

FINDINGS OF FACT AND CONCLUSIONS OF LAW

The Select Board makes the following findings and conclusions of law:

1. There was no dispute by Kay that the Engineer's Report, the NOV, and the testimony of the CEO and Engineer demonstrate and support a finding of nuisance and dangerous conditions on the Premises. As referenced above, Kay's Agent acknowledged that the building is dangerous. In summary, the evidence is overwhelmingly clear, and no contradictory professional opinion nor any written evidence was provided by Kay to refute the existence of nuisance and dangerous conditions. Therefore, the Select Board adopts the NOV findings, the CEO's testimony, and the Engineer's Report and testimony as expert based, reliable and demonstrating far more than a preponderance of the credible evidence to find that the Premises are dangerous and a nuisance as defined in 17 MRS 2851 et. seq.

2. More specifically, the Dangerous Buildings statute provides that if the municipal officers adjudge a building to be a "nuisance or dangerous" they may make an order to prescribe what disposal must be made of that building. To satisfy the standard to determine if a building is a nuisance or dangerous, the municipal officers must find that the building is (i) structurally unsafe, unstable or unsanitary (ii) constitutes a fire hazard (iii) is unsuitable or improper for the use or occupancy to which it is put (iv) constitutes a hazard to health or safety because of inadequate maintenance dilapidation obsolescence or abandonment OR (v) is otherwise dangerous to life or property. (17 MRS § 2851 (2-A)), Any one of these criteria is sufficient, if found, to support a finding of nuisance and dangerousness. The Select Board finds that all five

of the criteria described in 17 MRS 2851(2-A), which are found both individually and collectively to support the conclusion that the Premises are a nuisance and dangerous.

Therefore, based on these findings and the evidence and testimony of record, the Premises is hereby declared to meet each statutory standard of nuisance and a dangerous building.

3. The explanations provided by Kay as to why no effort had been made by her due to lack of possession of the Premises, as they were owned by Weatherholtz until Kay “accepted” the Deed in Lieu of Foreclosure on February 7, 2025, are considered in the light of Kay’s awareness of the Prock Investigation in 2020 before the sale of the property by her to Weatherholtz. The fact that she did not proceed with an action to enforce maintenance of the building under her mortgage covenants back in October of 2024, when she received both informal information from the CEO and was copied with the NOV dated October 4, 2024, demonstrates a more recent awareness by Kay that the Premises pier/pillar support system and footings/bases had further deteriorated to the present unquestionably dangerous condition. For whatever reason, she failed to act with immediacy to enforce the rights she had under the mortgage covenants.

4. The Dangerous Buildings statute does recognize that a Select Board may work with the Owner to allow for delay prior to the Select Board order determining final “disposal” of the Premises. No current remediation plans or cost estimates were provided by Kay in the Hearing, and the Select Board does recognize that Kay only recently re-obtained possession of Premises. Therefore, the Select Board believes that it needs more information and it finds that the best way to address Kay’s and Lacouture’s request for an opportunity to personally remedy the stabilization of the Premises and utilities deficiencies is best accomplished by issuing this Interim Order and Decision. Kay’s and Lacouture’s compliance with the deliverables she must provide by May 13, 2025, as described below, will be important considerations as the Select

Board adjudges if Kay or Lacouture demonstrates the capability and readiness to proceed with a subsequent phase of Orders from the Select Board regarding (i) obtaining stamped engineering plans to remedy the dangerous condition of the piers, pillars, sills and footer/post bases that are essential to be replaced to stabilize the Premises, and (ii) a signed contract with a qualified construction company to timely perform the work specified in the engineered plan of remediation.

Amy and David Lacouture are made parties to this action by agreement and shall, along with Janis Kay, be subject to the requirements of this Decision and Interim Order, and shall be the primary responsible party in the event that they do complete the purchase of the Premises and obtain title.

INTERIM ORDER

It is hereby Ordered as follows:

1. Kay and Lacouture shall have an opportunity to control the disposal of the building, and in furtherance of that the Select Board hereby Orders that Kay and Lacouture take the following steps on or before May 13, 2025:

- (a) Obtain a general liability insurance policy to cover damage or injury to persons or property in an amount of no less than \$ 1,000,000 per occurrence and up to \$2,000,000 in the aggregate, with a deductible not to exceed \$10,000.
- (b) Provide a letter of commitment from a qualified structural engineering firm that is capable of providing a scope of Work to remove the dangerous conditions, which at a minimum shall include repair and replacement of all piers/pillars, sills, and

footers/pillar bases in a manner that meets applicable codes and permitting requirements of the Town of Camden, Maine DEP and the US Army Corps of Engineers, as may apply. Early engagement with DEP and the Army Corps is essential, due to time periods associated with such approvals. Note that when the scope of work is subsequently prepared by the engineer, it shall include a work plan and schedule that details how the work will be completed, how long it is expected to take, how the contractor plans to access the site, how they plan to manage fluctuating water levels in the impoundment, and what measures will be taken to control for erosion and migration of sediment and debris during the project.

- (c) Provide a letter of commitment from a qualified general contractor capable of performing the scope of Work specified in the remediation plan by the engineer.
- (d) Immediately engage with the Maine Department of Transportation to meet on site and review the premises and physical/structural connections of the Premises framing members that are attached to the adjacent DOT bridge, address timing and scope of impact issues that will affect the Premises during the anticipated DOT removal and repair of the adjacent bridge, and provide copies of all correspondence with DOT, including a detailed explanation in writing as to Kay's and Lacouture's understanding of the impacts the DOT's anticipated repairs may have on the Premises. Kay and Lacouture shall keep the CEO apprised of these efforts as they occur and shall notify and invite the CEO to attend all meetings on site, via streaming or zoom, and any scheduled telephonic conference.
- (e) Immediately engage a qualified electrician to review and provide a report on the present state of electrical services, wires, outlets and conduit serving and located under the Premises, including an explanation of how that service is obtained from

adjacent real property, or provides power to other adjacent real property; provide a report as to what repairs, maintenance or replacement work is necessary to meet all applicable codes; and, provide a plan as to a system of breakers and failsafe measures that will serve to eliminate fire hazards or uncontained electrical charge in the event that the Premises shifts, drops in elevation, or collapses. A report of all of these findings and the plan of repair shall be provided, with cost estimates to the extent obtainable by May 13, 2025.

- (f) Immediately engage a qualified propane gas company or expert to review and provide a report on the present state of propane equipment that is located under the Premises and to describe where that gas service line commences and terminates, describe which real properties are served, and provide a plan as to a system of breakers and failsafe measures that will serve to eliminate fire hazards, explosion, and release of gas in the event that the Premises shift, drop in elevation, or collapse. A report of all of these findings and the plan of repair shall be provided, with cost estimates to the extent obtainable by May 13, 2025.
- (g) Immediately contact, allow access to, and work with the Camden Wastewater Department to review the condition and code compliance of the existing wastewater system components that are exposed and visible under or that serve the Premises.
- (h) Demonstrate that Kay, or Lacouture after purchase of the Premises, has the financial capacity to fund the repair Work necessary to remediate the dangerous conditions to stabilize the foundational system of piers/pillars, footers and bases, and any sills that require replacement, which the Select Board finds will be in an amount not less than \$200,000 based on general guidance from the 2020 Prock Investigation report. Sufficient evidence will require a letter from a qualified bond company

demonstrating that Kay or Lacouture has provided evidence of sufficient available funds for the purchase of a Performance Bond and Construction Bond in the amount of \$200,000 OR a letter from a Maine based bank that indicates that Kay or Lacouture has provided evidence of sufficient liquid financial resources which would be provided to the bank as security for an Irrevocable Letter of Credit that would be issued in favor of the Town of Camden for the cost of repair. (It is understood that this would be a revolving letter of credit and the amounts retained on deposit with the bank could be drawn down by Kay or Lacouture as costs of repair are paid out to contractors.)

At the Hearing on February 18, 2025, the Select Board generally outlined to Kay's representatives that the deliverables described above would need to be produced by the April 1, 2025 Select Board meeting. However, as a result of the Hearing held on March 18, 2025 and the addition of Lacouture as a party to this matter, the Select Board voted to extend the deadline for deliverables until May 13, 2025.

Notice is hereby provided to Kay and Lacouture that this Interim Order and Decision shall be supplemented and modified as necessary to address final phase of disposal of the Premises, which shall be next considered by the Select Board on May 20, 2025 at 6:30 pm for continued deliberations in this matter.

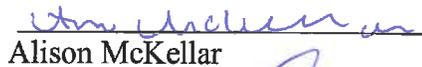
This Interim Order and Decision is not the final action in this matter and, therefore, the appeal rights to the Knox County Superior Court pursuant to 17 MRS 2852 and Rule 80B of the Maine Rules are not yet implicated.

DATED: March 18, 2025

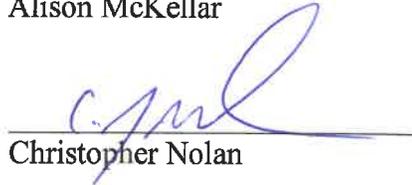
Municipal Officers of the Town of Camden, Maine



Susan Dorr, Chairperson

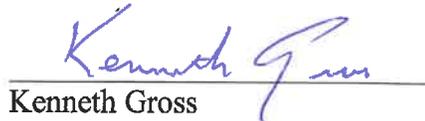


Alison McKellar



Christopher Nolan

Thomas Hedstrom



Kenneth Gross

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DATED: March 18, 2025

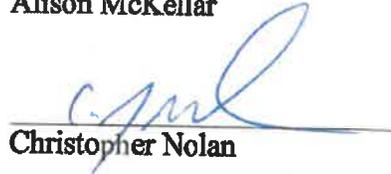
Municipal Officers of the Town of Camden, Maine



Susan Dorr, Chairperson



Alison McKellar



Christopher Nolan



Thomas Hedstrom



Kenneth Gross

Thornton Tomasetti

Via email: amlacouture@icloud.com

May 27, 2025 (Revised)

Amy LaCouture
c/o 39 Main Street
Camden, Maine

RE: TEMPORARY STABILIZATION, 39 MAIN STREET, CAMDEN, MAINE
Thornton Tomasetti Project No. 25014925

Dear Amy,

We have discussed a temporary stabilization scheme with your contractor, Higgins & Sons, LLC (Higgins) which includes installing 6x6 posts on either side of the failed column. Attachment A includes a photo markup and sketch of the temporary stabilization as discussed with Higgins.

This temporary stabilization is intended to provide an alternate load path for the structure and is not intended to be a permanent repair. The temporary stabilization shall remain in place while final repair documents are prepared and will be replaced with a permanent structural repair thereafter.

The temporary stabilization is necessary because several prior reports prepared by engineers retained by the Town of Camden, and the Town's 10-4-2024 Notice of Violation sent to the prior owner of 39 Main Street, have expressly identified the failure of this support column as "hazardous" and directed the owners of 39 Main Street to take: "PROMPT and immediate action" to "temporarily stabilize" 39 Main Street.

Specifically, the assessment of the structural condition of 39 Main Street in Table A1 of the 12-12-2018 Gartley & Dorsky ("G&D") Report, prepared as part of an engineering assessment by Carmen Bombeke, P.E., regarding the possible impacts of removal or breach of the Montgomery Dam on 16 existing structures, includes a statement that:

5. Steel pipe column at northeast corner is severely deteriorated at splice location: **condition is hazardous** [bold and underlining in original report].

Thornton Tomasetti

Mrs. Amy LaCouture
RE: TEMPORARY STABILIZATION, 39 MAIN STREET, CAMDEN, MAINE
TT Project No. 25014925
Date Page 2 of 2



More recently, a picture of the failed column was included in the 10-4-2024 Notice of Violation (“NOV”), issued by the Town of Camden (See, image above).

Indeed, the 10-4-2024 NOV expressly referenced this failed column as a basis for the Town declaring 39 Main Street a “Dangerous Building” pursuant to 17 M.R.S. 2851, and states in relevant part that: “**Actions must be taken to immediately stabilize the building to make it safe and to ensure that the building and the equipment are no longer unsafe and dangerous**, as determined by the Code Enforcement Officer(s).” (10-4-2024 NOV at p. 5 (emphasis supplied)).

Similar statements and photos of this failed column were also included in the 12-18-2024 WBRC “Dangerous Building Evaluation” by Joshua Crofton-Macdonald, P.E.

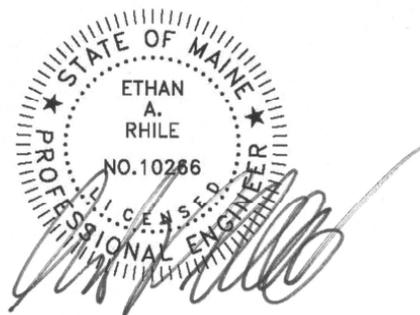
Accordingly, Thornton Tomasetti, Inc. prepared a signed and sealed plan for immediately undertaking the temporary stabilization of this failed column, which was provided to officials for the Town of Camden on May 1, 2025.

Very truly yours,

THORNTON TOMASETTI, INC.

A handwritten signature in black ink, appearing to read 'Ethan A. Rhile'.

Ethan A. Rhile, P.E.
Associate Principal



Attachments [Attachment A]

PROJECT: 39 MAIN STREET, CAMDEN, MAINE
TEMPORARY STABILIZATION SCHEME

PROJECT #: 25014925 DATE: 2025.05.01
BY: ZTC SHEET: 1 of 2
CHECKED BY: EAR DRAWING #:



RECOMMENDED STABILIZATION SEQUENCE:

- [1] REMOVE (E) BRACE TO THE NORTH OF THE FAILED COLUMN.
- [2] INSTALL (N) 6x6 POST TO THE NORTH OF THE FAILED COLUMN. SUPPORT (N) POST ON 6X6 SILL BEARING ON LEDGE. SHIM (N) POSTS TIGHT TO UNDERSIDE OF (E) WOOD GIRDER.
- [3] REMOVE (E) BRACE TO THE SOUTH OF THE FAILED COLUMN.
- [4] INSTALL (N) 6x6 POST TO THE SOUTH OF THE FAILED COLUMN. SUPPORT (N) POST ON 6X6 SILL BEARING ON LEDGE. SHIM (N) POSTS TIGHT TO UNDERSIDE OF (E) WOOD GIRDER.
- [5] INSTALL (N) 2X10 LEDGER SHIMMED TIGHT TO UNDERSIDE OF (E) WOOD GIRDER AND FASTENED TO (N) POSTS W/ (3) RSS SCREWS EA POST.
- [6] INSTALL (3) HEAVY DUTY RATCHET STRAPS AROUND THE (N) POSTS AND (E) CONC PIER.

PROJECT: 39 MAIN STREET, CAMDEN, MAINE
TEMPORARY STABILIZATION SCHEME

PROJECT #: 25014925 DATE: 2025.05.01
BY: ZTC SHEET: 2 of 2
CHECKED BY: EAR DRAWING #:

