



**Town of Camden  
Select Board  
May 20, 2025 – 6:30 pm  
French Conference Room**

Select Board meetings are  
web streamed at: [www.youtube.com/TownofCamdenMaine](http://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 April 15, 2025 & May 6, 2025
3. Public Hearings: (***New Owners requires a public hearing for first 5 years***)
  - 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
4. Consent Agenda
  - 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 2<sup>nd</sup> at 5:30 pm
5. Select Board Reports
6. Town Manager's Report
7. Discussion Items
  - a) Sagamore Farm Solar Buyout & Expansion
8. Action Items
  - a) Daysailer Request to Permanently Switch License: Sloop Heritage to Sloop Inherit the Wind
  - b) Approval of new Police Cruiser
  - c) Approval of 39 Main Street Dangerous Building Order
  - d) Confirmation of Alternate Code Enforcement Officer Andrew Lowe
  - e) Approval of FY 26 Wastewater Budget
  - f) Approval of Wastewater Agreement w/ Rockport
9. Adjournment

**Select Board Minutes  
Minutes of Meeting  
April 15, 2025**

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

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.

1. Public Comment on Non-Agenda Items: **(Video Recording Minute Mark 0:54)**

Eileen Curtis Kleinman is pleased to hear that her advocacy for having an ambulance stationed next to the firehouse in Camden will hopefully appear on the ballot in June. She feels this will improve access to faster medical care in emergencies for residents and she appreciates the progress.

**(Video Recording Minute Mark 4:37)**

Manager Caler explained a last-minute change to the agenda.

The town received bids for the Molyneaux Road sewer extension today, which includes a pump station. Due to rising costs for mechanical components, the opportunity to move forward with the project is significant because the bids are competitive. There's a tight timeline, and the goal is to get an expedited decision from the Select Board so that the necessary equipment for the project can be purchased. Delaying by a few weeks could increase costs, so it's important to act quickly. Bid scores are included in the packet for review, and input from the board is encouraged.

2. Approval of Board Minutes March 18, 2025 & April 1, 2025 **(Video Recording Minute Mark 5:56)**

**McKellar moved, Nolan seconded to approve the minutes of March 18, 2025 & April 1, 2025. The motion passed on a 5-0-0 vote.**

3. Consent Agenda **ADOPTED** **(Video Recording Minute Mark 6:39)**

- a) Approval of road closure for Bay View Street for the Camden Art Walk
- b) Approval of victualer & lodging licenses
- c) Extension of Mercantile Winter Dockage
- d) Confirmation of Town Manager's appointment of Andy Skrivanich as Inland Harbormaster
- e) Approval of license agreement for 7 Dillingham Point for underground utilities

Nolan requested a discussion about Mercantile Dockage and appointment of Inland Harbormaster.

Caler explained that the *Mercantile* requested to extend its dockage at Camden Harbor from April 30 to May 25, 2025, due to a scheduled haul-out in Rockland. The harbormaster had no objections, stating it wouldn't interfere with harbor operations, as the busy season begins in June.

**McKellar moved; Nolan seconded to approve the extension for Mercantile until May 25<sup>th</sup> at the prorated rate of \$200, consistent with the previous agreement. The motion passed on a 5-0-0 vote.**

Manager Caler explained that the inland harbor master role was originally part of the police department, with Chief and other officers sharing the responsibilities and stipend. Due to staffing shortages, the police could no longer support the role after the first year. The fire department, having expanded, is better positioned to take over. Andy Scrivanich, a full-time firefighter and experienced lake guide, was selected for the role given his knowledge of Barrett's Cove, Bog Bridge, and lake infrastructure. He has agreed to take on the duties.

**McKellar and Nolan moved to appoint Andy Skrivanich as Inland Harbormaster. The motion passed on a 5-0-0 vote.**

No other comments and all other items on consent agenda were adopted.

4. Select Board Reports ([Video Recording Minute Mark 17:48](#))

**McKellar: Megunticook Watershed:** She attended a meeting with the Megunticook Watershed Association to discuss improving the lake level and dam operations policies. They are aiming to set clearer guidelines for when and how much to draw down the lake ahead of storms. The goal is better flood prevention without harming lake use or ecology.

**Gross: Historic Resources Committee:** The Historic Resources Committee discussed the Montgomery Dam but is not making a formal statement yet. They have requested to participate in the discussion on the Montgomery Dam warrant article.

**Dorr: Harbor Committee:** The Committee is reviewing fees and planning updates to better reflect current standards. They are also working to realign the harbor channel due to misplaced moorings and are addressing steamboat ramp replacement, now scheduled to begin April 28, with completion expected before the boating season.

5. Town Manager's Report ([Video Recording Minute Mark 26:48](#))

- Town report materials (Select Board report, dedication, cover photo) are due Thursday, April 17<sup>th</sup>
- Kerry Leichtman, Town Assessor testified in Augusta this week on short-term rentals and a homestead exemption amendment (which was not passed). The homestead exemption was raised to \$50,000, though the start date is unclear.
- Dave St Laurent, Public Works Director will be inducted into the Franco-American Hall of Fame by the legislature on Wednesday, April 23rd at 10:00 a.m.

6. Public Comment from Public for FY 26 Budget (Q&A) ([Video Recording Minute Mark 29:05](#))

Marc Ratner: Emphasized the urgency of addressing the Camden Library roof repair, calling it critical to the historic building's preservation. Strongly supports the plan to expand Camden Fire Department to 24-hour service, including new staff and ambulance coverage — considers it essential. He also provided an update on the Call Center (as County Commissioner). The Knox County call center has faced challenges but is now on a positive trajectory with improved staffing. Thanks were given to Camden Police and Fire departments for their support. Towns likely won't need to create independent call centers, potentially saving money and reducing hassle.

Manager Caler shared a request from Rockland City Manager Tom Luttrell, asking area towns to consider contributing funds in their FY26 budgets to support the Emergency Warming Center at the Flanagan Community Center. The funding would help keep the center open seven nights a week during the coldest months. Caler noted that Camden and other towns are already well into FY26 budget planning, but the request was acknowledged for future consideration.

7. Action Items (out of order)

b) **Approval of FY 26 Budget** ([Video Recording Minute Mark 35:50](#))

The Board discussed the town's budget for the upcoming fiscal year, covering various departments and projects including public works, community services, and capital improvements. The board also addressed several specific issues, such as the Molyneaux Road sewer extension and pump station project, and snow bowl window replacement.

<b>General Government</b>	<b>2,721,282</b>
(Town Office Codes, Assessing, Insurance, ITT, Professional Services)	
<b>Public Safety</b>	<b>4,421,167</b>
(Police Dept, Dispatch, Fire & EMS)	
<b>Public Works</b>	<b>2,228,800</b>
(Public Works, Streets & Sidewalks, Paving)	
<b>Community Services</b>	<b>24,000</b>
Community Provider Agencies funding)	
<b>Culture &amp; Recreation</b>	<b>2,249,050</b>
(Harbor, Library, Parks)	
<b>Debt/Capital/Contingency</b>	<b>3,628,321</b>
<b>Total Town Budget</b>	<b>\$15,272,620</b>
<b>Total Town Revenues</b>	<b><u>\$8,523,733</u></b>
<b>Net General Fund Budget</b>	<b>\$6,748,887</b>

The Select Board's recommendation represents a net increase in expenditures of 3.07% from the prior financial year.

**McKellar moved; Nolan seconded to forward the above Select Board recommendations to the June Annual Town Meeting Ballot. The motion passed on a 5-**



**0-0 vote.**

a) Bid Award: Molyneaux Road Sewer Extension ([Video Recording Minute Mark 1:48:30](#))  
The Select Board along with Town Manager and Wastewater Superintendent St. Laurent discussed the installation of a new pump station, highlighting the complexity of the project due to its electrical and mechanical components. They noted the potential cost impacts from tariffs, as some parts are sourced from China. After reviewing the bids, the Board chose to award the contract to Ford Enterprises, whose bid was significantly lower than Ranger. The project is grant-funded and will be covered by a bond.

**McKellar moved; Gross seconded to award the bid to Ford Enterprises for the Molyneaux Road Sewer Extension based on their low bid received of 1,962,950. The motion passed on a 5-0-0 vote.**

c) Approval of Town Meeting Warrant ([Video Recording Minute Mark 2:05:00](#))

**Article 1:** Electing a moderator (still necessary even though the town no longer holds open meetings).

**Article 2:** Elections for select board and MSAD28 CSD positions.

**Article 3:** A zoning code amendment to increase the number of beds at Bowden Cottage from 12 to 18.

**Article 4:** A zoning amendment to set a minimum size requirement (190 sq. ft.) for accessory apartments.

**Article 5:** Changes to pesticide regulations, including amended notice requirements and exemptions for certain applications.

**Article 6:** The Pleasant Ridge Homeowners Association is transferring ownership of a stormwater detention pond and surrounding green space to the town.

**Article 7 Removal of Montgomery Dam**

Discussion took place on the proposed removal of Montgomery Dam and the associated costs and implications. Several speakers expressed concerns about the lack of clarity in the warrant article, the absence of cost estimates, and the potential impact on the town's finances. They also questioned the inclusion of unrelated issues in the article, such as sea level change and coastal storm surge, and the potential for misleading voters. Some speakers suggested simplifying the language and separating the issues into separate warrant articles.

The Select Board discussed the wording and content of the warrant article relating to the removal of the Montgomery Dam in Camden. They debated the clarity and potential bias of the language, with some suggesting changes to make it more concise and less persuasive. They also discussed the importance of including certain conditions and information in the article.

**McKellar moved, Dorr seconded to recommend the following wording for Article 7: Shall the Town vote to authorize the removal of the Montgomery Dam and spillway (Tax Map 120 Lots 278 and 283) to return the river to a free-flowing river in a manner generally consistent with Scenario C of the Findings and Recommendation of the Megunticook River Citizens Advisory Committee; with the following conditions: 1) The Town is authorized to fund the work only from non-property tax revenue sources e.g. grants and private donations; and, 2) Any portion of the project impacting Harbor Park shall be**

**subject to the approval of the Library Board of Trustees as stipulated in the deed of gift from Mary Louise Curtis Bok to the inhabitants of the Town of Camden?**  
**The motion passed on a 4-1-0 vote (Gross opposed)**

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

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

This is an appropriation to replace the gable end wall which everyone calls the window wall of the Camden Snow Bowl lodge to be raised by taxation this does not include any other buildings or handicap access

**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, authorize the Select Board to enter into a Lease agreement with the Children's House Montessori School with a five-year notice.

**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.

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

**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.

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

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

**Article 22:** Approval of the FY26 Municipal Budget. Voters will be asked to approve the bottom-line number recommended by the Select Board. The recommendations of both the Select Board and Budget Committee will appear on the ballot.

**Dorr moved; McKellar seconded to approve the town meeting warrant for June 10, 2025. The motion passed on a 5-0-0 vote.**

d) Approval of Purchase of Equipment for Paid Parking Program ([Video Recording Minute Mark 4:26:24](#))

Nolan acknowledged that Caler initially recommended delaying the paid parking implementation due to concerns about the uncertain economic environment, such as tariffs and potential negative perceptions, even though the long-term cost may increase if postponed. He suggested that despite the potential challenges, the delay might be the best choice this year.

Manager Caler clarified since the Board included the revenue from paid parking in the budget had already been made and approved she feels comfortable moving forward. She also pointed out that delaying due to uncertainties might prevent progress, suggesting that if they keep waiting for the perfect conditions, nothing will ever get done.

After extensive research and comparison, she recommends selecting Flowbird based on its proven reliability, cost-effectiveness, and user-friendly features. Key advantages include:

- Durable kiosk design with modular components for easy upgrades.
- Modern payment options like Text-to-Pay and Text-to-Extend—no app required.
- User-friendly features such as “Find My Car” and free instructional launch materials.
- Customizable back-office portal for discounts, holiday rates, and enforcement tools.
- Significant cost savings on citation paper, software management, and transaction fees.
- Automated citation reminders improve compliance.
- Aesthetic match with dark green kiosks to blend with lampposts.

Flowbird presents a robust, flexible, and cost-efficient solution that meets the Town’s parking management needs.

**McKellar moved, Dorr seconded to approve staff recommendation to purchase the Flowbird/Butts based on their quote for \$259,425 plus desired options, Alternate #s 1-4.**

Board discussion, Chair called for the vote on motion on the floor.

Nolan would rather still wait one year, he does not feel this is the right year.

***The motion passed on a 3-2-0 vote. (Nolan, Gross opposed)***

8. Adjournment ([Video Recording Minute Mark 4:36:02](#))

**Nolan moved; Dorr seconded to adjourn the meeting at 11:06 pm. The motion passed unanimously.**

**Camden Select Board  
Minutes of Meeting  
May 6, 2025**

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

**ABSENT:** Susan Dorr and Tom Hedstrom

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Vice Chair Nolan called the meeting to order.

1) Public Comment on Non-Agenda Items –([Minute Mark 0.27](#))

No public comment

2) Public Hearings: (*New Owners requires a public hearing for first 5 years*)  
([Minute Mark 0.51](#))

- a) Application of Rick Johnson, d/b/a Camden Hideaway Inn for a renewal Class V Bed & Breakfast Wine License
- b) Application of Meanwhile, LLC, d/b/a Paper Plane at 1 Wayfarer Drive, Unit 102 for a renewal Class I Restaurant Liquor License
- c) Application of Norumbega Hospitality Corp, d/b/a The Norumbega Inn at 63 High Street for a renewal Class V Bed & Breakfast Wine License

Nolan opened for public hearing for any opponents and proponents.

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

3. Consent Agenda ([Minute Mark 3:42](#))

- a) Approval of CABG's Annual Business is Blooming Sidewalk Sale on the weekend of May 16-18
- b) Approval of Temporary Event Signage for Camden Festival of Poetry – May 8-17
- c) Approval of request from Camden's Rotary to close Atlantic Avenue for the Music by the Sea concert on July 4<sup>th</sup>.
- d) Approval of renewal Victualer & Lodging Licenses: Buttermilk Kitchen, Hartstone Inn, Hideaway Inn, Laugh Loud Smile Big, River Ducks Ice Cream, and The Waterfront Restaurant
- e) Approval of Designation of Registrar of Voters' office hours for the upcoming June 10, 2025, Annual Town Meeting & Confirmation of Election Warden
- f) Approval of Countersignature of the Warrants for the Five Town Community School District Budget Referendum and MSAD 28 District Budget Referendum

**Adopted**

4) Select Board Reports ([Minute Mark 13:12](#))

**McKellar:** attended two impactful community events at the Opera House—one focused on cancer awareness and the other a fundraiser for the Wayfinder School. Both had empty seats, raising the question of how to make such events more accessible, particularly for families. Also shared plans for a waste diversion audit at MCSWC (transfer station) to improve recycling and reuse of building materials, with the goal of reducing landfill waste and potentially generating revenue. Noted Camden's Arbor Day celebration is happening on May 20th at the library, including tree planting and talks about the town's street tree program.

**Gross:** Historic Resources Committee is still working on the historic preservation ordinance and plans to present a 10-minute update to the Select Board. They were hoping to be on this agenda but maybe the next meeting.

5) Town Manager's Report ([Minute Mark 20:30](#))

**License Plates:** New Pine Tree license plates will replace the Chickadee design. Residents can reserve numbers online.

**Town Meeting:** Scheduled for June 10, 2025, featuring 22 warrant articles and elections for Select Board and School Board.

**Fire Department:** Reported a successful Easter egg hunt and a service transition to Northeast Mobile Health Services.

**Code Office:** Provided updates on short-term rental registration and inspection.

**Harbor Department:** Addressed repairs at the Steamboat Landing boat launch.

**Police Department:** Announced paid parking at the public landing starting May 15, and welcomed Officer Christopher Therrien.

**Public Works:** Chestnut Street (from Route 1 to Mid Street) will be milled starting Thursday street will be closed and no parking during milling—exact timing to be determined. Bay Road and Wilson Avenue will also undergo milling in the coming week, with advance notice. Paving will occur later in the season when weather permits. Molyneaux Road sewer extension to Mountainside Park is on track following today's kickoff meeting.

6) Action Items ([Minute Mark 34:42](#))

a) Approval of License Agreement for kayak racks at Barrett's Cove & Bog Bridge

The town's 2017 agreement with Brian Robinson and Glenn Ruesswick to operate six kayak racks (Bog Bridge and Barrett's Cove) expired in 2023, but operations continued. Original rental fees: \$150 (residents), \$200 (non-residents); town received 5% of annual revenue. In April 2025, a new one-year agreement was drafted with Brian Robinson (now sole operator). Updated fees: \$150 (residents), \$250 (non-residents); \$2,000 paid to the town. At term end (Dec. 1, 2025), racks will be sold to the town for \$8,000. Parks & Rec will assume the program moving forward.

**McKellar moved, Gross seconded to approve the license agreement with Brian Robinson for kayak racks for one year, Parks & Rec Dept will assume the program after the one year. The motion passed on a 3-0-0 vote.**

b) Approval of Commercial Fireworks Policy ([Minute Mark 48:30](#))

Manager Caler stated though listed as a policy discussion, this issue is better categorized as a

directive on how town resources are used to support commercial fireworks events. Licensing authority for commercial displays lies with the State Fire Marshal's Office, not the town. The town prohibits consumer fireworks, but commercial shows may still occur with state approval. A prior policy requires show organizers to notify the fire chief at least two weeks in advance so the fire department can be properly staffed. The town has faced public complaints about commercial displays and provides significant staff support, especially from the Harbormaster. The Select Board is being asked to provide clear direction:

The public (CABG representatives and other public attendees) and the Board continued discussing the need for a more structured approach to managing fireworks displays, including setting guidelines and schedules. They also considered the involvement of town staff and the need for a framework to protect both staff and business interest.

**McKellar moved, Gross seconded to table the approval of the commercial fireworks policy until the Board can review more information from an ad hoc committee. The motion passed on a 3-0-0 vote.**

The conversation ended with the decision to continue as usual for the current season, with the police, fire department, and Harbormaster providing support as they have in the past.

c) Approval to pursue Legal Action Gian Gallace: Violation of Chapter 15 Article 3 ([Minute Mark 1:56:59](#))

The Board discussed with Town Attorney Kelly about pursuing legal action against a property owner violating Town Code Chapter 15, Article 3. The property owner had been non-compliant with consent agreements and had not voluntarily remediated the issues leading to the infestation. The legal action aims to impose fines and seek injunctive relief to prevent further violations. The legal fees are estimated to be around a few thousand dollars.

**Gross moved, Nolan seconded to pursue legal action against Gian Gallace; violation of the town's code, Chapter 15, Article 3. The motion passed on a 3-0-0 vote.**

7. Adjournment ([Minute Mark 2:10:16](#))

**McKellar moved, Gross seconded to adjourn the meeting and enter into executive session. The motion passed on a 3-0-0 vote.**

Executive Session: 1MRS 405(6)(E) Legal Duties

The board came out of executive session at 9:00 pm, no action was taken.





# MEMORANDUM

**To:** Select Board  
**From:** Town Manager  
**Date:** 05/15/2025  
**Re:** Public Hearings for Liquor Licenses

## PURPOSE

To seek the Select Board's recommendation to approve renewal of the following liquor licenses:

- 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

## BACKGROUND

Liquor licenses are issued by the Maine State Division of Liquor Licensing, and the town is required to conduct public hearings for establishments that have been in business for less than five years.

## RECOMMENDATION

A motion to recommend approval of these license renewals state above to the Maine State Division of Liquor Licensing



## Application Copy

File Number: 60867

Job Type: Renewal Application

LICENSE #

CARL-22-105310

APPLICATION DATE RECEIVED

2025-04-01

LICENSE TYPE

On-Premises: Beer, Wine & Spirits

LICENSEE

HOWARD & STEWART LLC

AGENT NAME

EFFECTIVE DATE

2024-06-24

EXPIRES

2025-06-23

STATUS

Active

PREMISES NAME

BARREN'S RESTAURANT

SECONDARY LICENSE(S)

NAME

RENEW

Common Consumption Area

☐

NEW SECONDARY LICENSE(S)

None selected

PREMISES TYPE

Class A Restaurant/Lounge

PREMISES NAME

BARREN'S RESTAURANT

OPERATOR

HOWARD & STEWART LLC

PHYSICAL ADDRESS

2 WAYFARER DR CAMDEN ME 04843

MAILING ADDRESS

2 WAYFARER DR CAMDEN ME 04843

CONTACT NAME

ANDREW STEWART

PREFERRED CONTACT METHOD

Email

CONTACT PHONE

(207) 542-7741

ALTERNATE PHONE

FAX

EMAIL

andrew@bluebarren.com

QUESTIONS

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

1. Is your business and "Doing Business As" (DBA) name registered and in good standing with the Maine Secretary of State? If not, please address this with the Secretary of State before proceeding with this application.

Answer "No" if you are a Sole Proprietor.

Yes

20224804DC

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

Yes

Blue Barren Distillery SMD-2018-11158

3. Are all licensees/applicants citizens of the United States?

Yes

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

Yes

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

No

6. Is your license application for Vessel Corporation?

No

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

Yes

(document uploaded)

8. Do you allow dancing or entertainment on the licensed premises?  
If so, You need to have a license from the Maine State Fire Marshal.  
See <https://www.maine.gov/dps/fmo/plans-review/applications> for more information.

No

9. Will any law enforcement officer directly benefit financially from this license, if issued?

No

10 Is the licensee or applicant for a license receiving, directly or indirectly, any money, credit, thing of value, endorsement of commercial paper, guarantee of credit or financial assistance of any sort from any person or entity within or without the State, if the person or entity is engaged, directly or indirectly, in the manufacture, distribution, wholesale sale, storage or transportation of liquor.

No

1 Is the licensee/applicant(s) directly or indirectly giving aid or assistance in the form of money, property, credit, or financial assistance of any sort, to any person or business entity holding a liquor license granted by the State of Maine?

No

12 Do you have a manager employed?

No

13 Has any of the listed applicants or an employed manager been denied a liquor license within the last 5 years?

No

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

No

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

No

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

No

17 Does the licensee/applicant(s) own the premises?

No

(document uploaded)

18 At which address are your business records located?

2 Wayfarer Drive,  
Camden,  
ME, 04843

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

May 1st - October 13th (To be confirmed and special events possible throughout the year)

Regular hours:

Tuesday - Sunday 12pm-9pm

20 Please provide the name and distance from the premises to the nearest school, school dormitory and place of place of worship, measured from the main entrance of the premises to the main entrance of the school, school dormitory and place of worship by the ordinary course of travel.

St Thomas Episcopal church 0.8miles away.

Children's house Montesorri school 0.9 miles away

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

No

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

\$537,157

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

\$385,897

24 Do you have a food menu?

Yes

(document uploaded)

#### DOCUMENTS

TYPE	FILE NAME	DESCRIPTION
Food Menu	Food opening spring 24 PDF.pdf	
Premises Floor Plan	Resto Diagram.pdf	
Corporate Supplemental Form	BABLO ownership.pdf	
Maine Health or Agriculture License	VictualerandHealth license.pdf	
Lease/Rental Agreement	LMBBlue Barren DistilleryLeaseSigned.pdf	



APPLICANT

HOWARD & STEWART LLC

DECLARATION

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

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



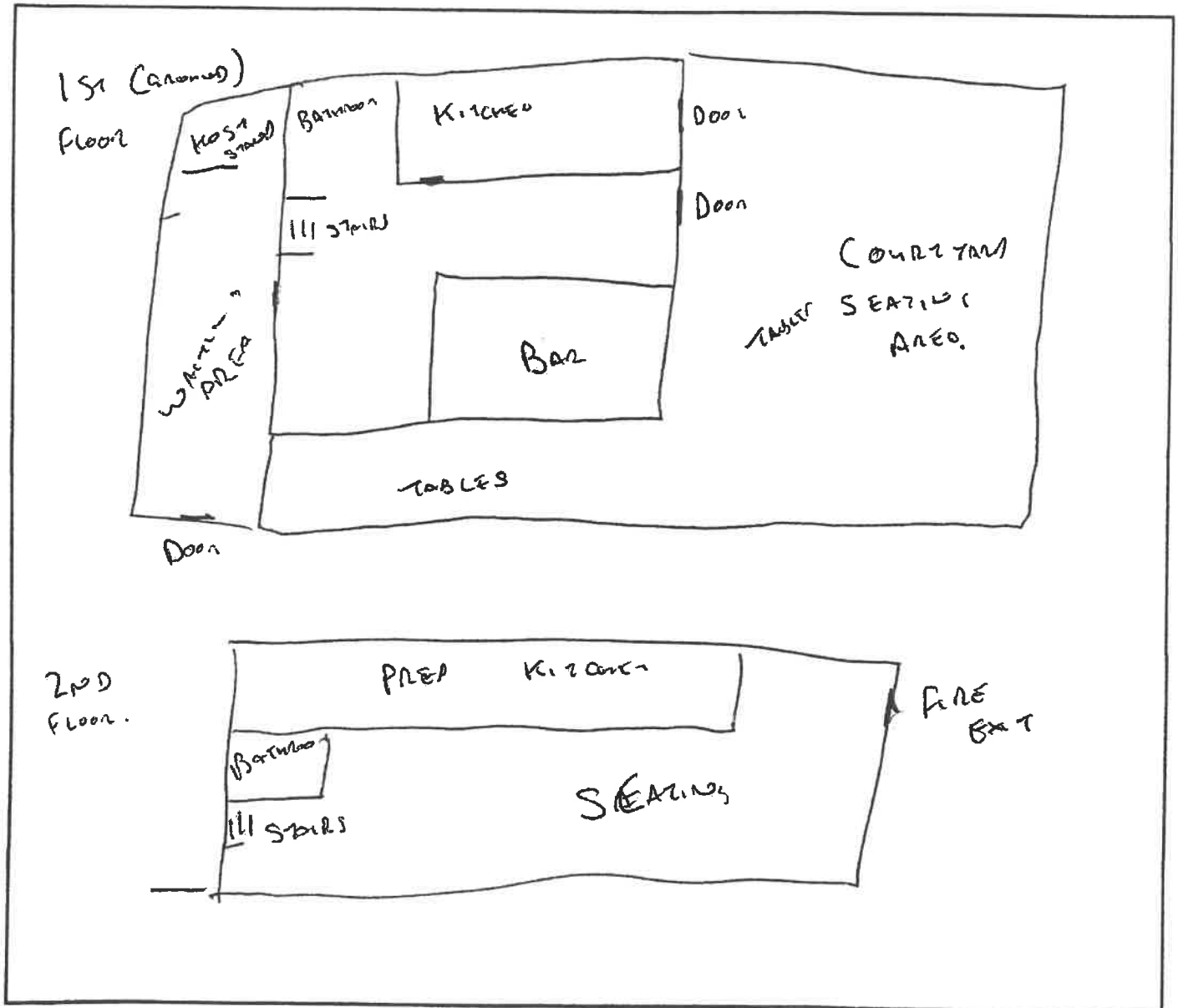
## STATE OF MAINE

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

### Premises Floor Plan

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

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



April 2, 2025

**To:** Chief Randy Gagne  
Camden Police Department

**From:** Janice L. Esancy  
Assistant Town Manager

The following establishment: :Barren's Restaurant at Wayfarer Drive has applied for a renewal liquor license to serve wine on premises. This will be on an upcoming Select Board Agenda

Have there been any incidents reported to the Camden Police Department since June 2024? \_\_\_\_\_ Yes ☒ No. If yes, please explain. \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Please return this form to the Town Manager's Office. Thank you.

  
\_\_\_\_\_  
Chief Randy Gagne  
Camden Police Department

4/2/25  
\_\_\_\_\_  
Date



## Application Copy

File Number: 66088

Job Type: New Application

LICENSE TYPE

On-Premises: Beer & Wine

APPLICATION DATE RECEIVED

2025-04-24

SECONDARY LICENSE(S)

None selected

LICENSEE LEGAL NAME

Camden Charcuterie LLC

LICENSEE TYPE

Limited Liability Company

DOING BUSINESS AS

Camden Charcuterie

CORPORATE NUMBER

202512882DC

INCORPORATION DATE

2025-04-09

CORRESPONDENCE ADDRESS

11 payson lane rockland ME 04841

MAILING ADDRESS

PHYSICAL ADDRESS

CONTACT NAME

Allison Warren

PREFERRED CONTACT METHOD

Email

CONTACT PHONE

(207) 701-6744

ALTERNATE PHONE

(207) 230-8880

FAX

EMAIL

camdencharcuterie@gmail.com

CORPORATE STRUCTURE

None selected

ADDITIONAL INFORMATION

MANAGED BY AGENT

No

PREMISES TYPE

Class A Restaurant

PREMISES NAME

Camden Charcuterie

OPERATOR

Allison Warren

PHYSICAL ADDRESS

56 Elm Street unit A Camen ME 04843

MAILING ADDRESS

56 Elm Street unit A Camen ME 04843

CONTACT NAME

Allison Warren

PREFERRED CONTACT METHOD

Email

CONTACT PHONE

(207) 701-6744

ALTERNATE PHONE

(207) 230-8880

FAX

EMAIL

camdencharcuterie@gmail.com

QUESTIONS

On-Premises: Beer & Wine

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

Answer "No" if you are a Sole Proprietor.

Yes

202512882DC

2. What is your expected start date?

June 1 2025

3. Has/have applicant(s) formerly held a Maine liquor license?

No

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

No

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

Yes

6. Is the applicant/licensee an individual, partnership, or association?

Yes

Yes

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

No

8. Is your license application for Vessel Corporation?

No

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

No



10 Do you allow dancing or entertainment on the licensed premises?  
If so, You need to have a a license from the Maine State Fire Marshal.  
See <https://www.maine.gov/dps/fmo/plans-review/applications> for  
more information.

No

11 Will any law enforcement officer directly benefit financially from this  
license, if issued?

No

12 Is the licensee or applicant for a license receiving, directly or indirectly,  
any money, credit, thing of value, endorsement of commercial paper,  
guarantee of credit or financial assistance of any sort from any person  
or entity within or without the State, if the person or entity is engaged,  
directly or indirectly, in the manufacture, distribution, wholesale sale,  
storage or transportation of liquor.

No

13 Is the licensee/applicant(s) directly or indirectly giving aid or assistance  
in the form of money, property, credit, or financial assistance of any  
sort, to any person or business entity holding a liquor license granted  
by the State of Maine?

No

14 Do you have a manager employed?

Yes

Allison Warren

5/15/1996

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

No

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

No

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

No

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

No

19 Does the licensee/applicant(s) own the premises?

No

(document uploaded)

20 At which address are your business records located?

56 Elm Street Camden ME 04843

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

Monday 10am-6pm

Tuesday closed

Wednesday closed

Thursday 10am-6pm

Friday 10am-6pm

Saturday 10am-6pm

Sunday 10am-6pm

22 Please provide the name and distance from the premises to the nearest school, school dormitory and place of place of worship, measured from the main entrance of the premises to the main entrance of the school, school dormitory and place of worship by the ordinary course of travel.

Camden Rockport Middle School 0.4 miles away

Camden Rockport Elementary School 2.6 miles away

Camden Hills Regional High School 2.9 miles away

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

No

24 Do you have a food menu?

No

#### DOCUMENTS

TYPE	FILE NAME	DESCRIPTION
Premises Floor Plan	Floor Plan.png	
Lease/Rental Agreement	Lease Agreement.pdf	
Food Menu	Screenshot 2025-04-23 at 2.05.24 PM.png	
Maine Health or Agriculture License	Screenshot 2025-04-24 at 9.01.19 AM.png	
Corporate Supplemental Form	102 Supplemental Ownership Form and Affidavit-2.pdf	

#### APPLICANT

Camden Charcuterie Camden  
Charcuterie

#### DECLARATION

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

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



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

**Supplemental Ownership Form**

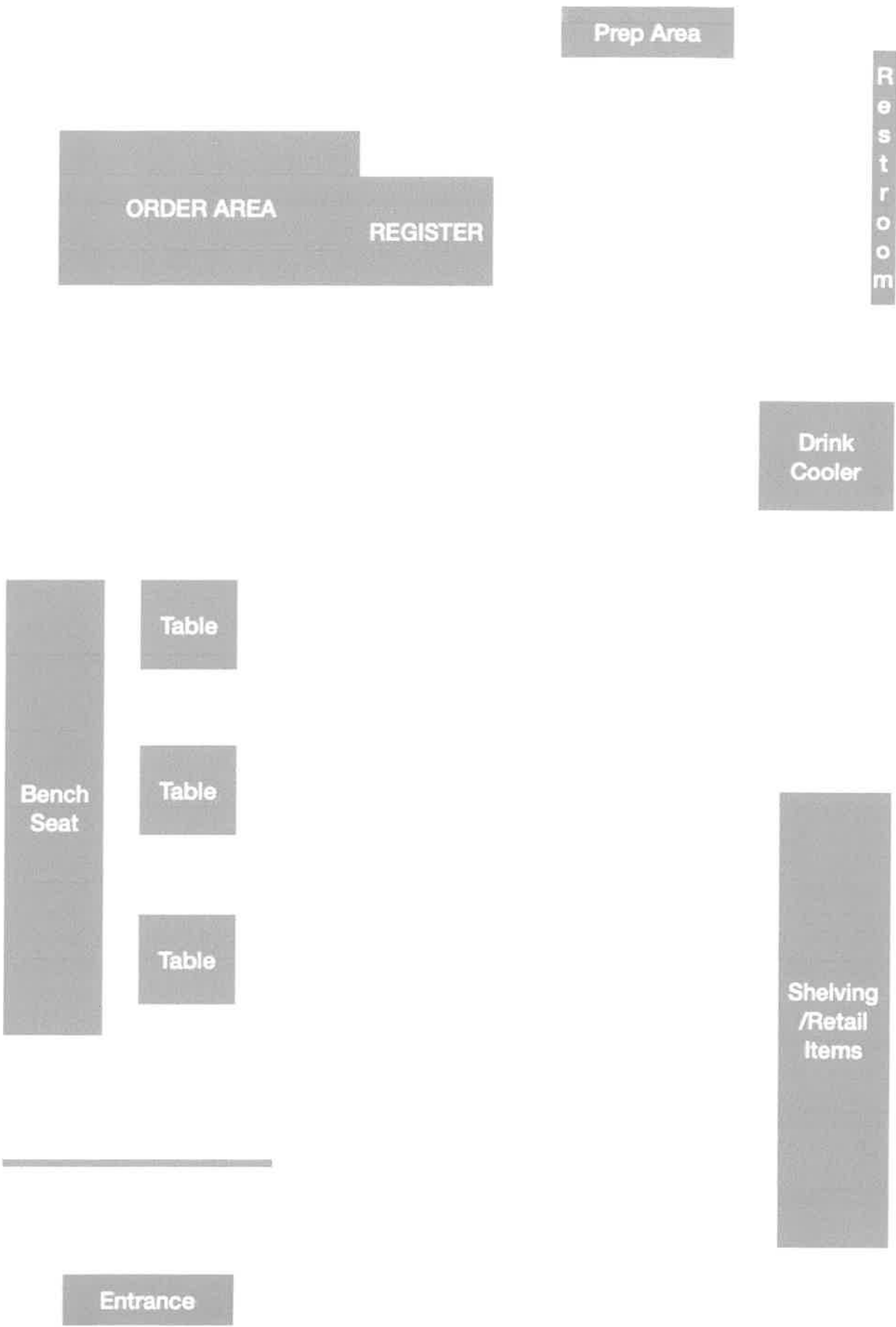
28-A M.R.S. §651

*All Questions Must Be Answered Completely.*

<b>1. Company or sole proprietor legal name:</b> <b>Camden Charcuterie LLC</b>	<b>2. Date of incorporation/registration:</b> <b>04/09/2025</b>	<b>3. State of incorporation:</b> <b>Maine</b>
---	--	---

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

Name	Date of Birth	Phone or E-mail	Address	Title	Ownership Stake (%)
Allison Warren	05/15/1996	207-701-6744 allison.warren1996@gmail.com	11 Payson Lane Rockland ME 04841	Owner	100%



April 25, 2025

**To:** Chief Randy Gagne  
Camden Police Department


**From:** Janice L. Esancy  
Town Manager's Assistant

The following establishment: Camden Charcuterie (new establishment) at 56 Elm Street, Ste A has submitted an application for a "new:" liquor License. There will be a public hearing regarding this license at an upcoming Select Board Meeting.

Do you have any issues with the license application?

Yes ☒ No. If yes, please explain: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Please return this form to the Town Manager's Office. Thank you.

  
Lt. Michael Gagne  
Chief Randy Gagne  
Camden Police Department

4/29/25  
Date





## Application Copy

File Number: 64588

Job Type: New Application

LICENSE TYPE

On-Premises: Beer, Wine & Spirits

APPLICATION DATE RECEIVED

2025-04-23

SECONDARY LICENSE(S)

None selected

LICENSEE LEGAL NAME

Seaside Restaurant Group, Inc.

LICENSEE TYPE

Corporation

DOING BUSINESS AS

Peter Ott's on the Water

CORPORATE NUMBER

202500565

INCORPORATION DATE

2025-04-14

CORRESPONDENCE ADDRESS

2060 Atlantic Hwy. Lincolnville ME 04849

MAILING ADDRESS

PHYSICAL ADDRESS

CONTACT NAME

Dale Turk

PREFERRED CONTACT METHOD

Email

CONTACT PHONE

(407) 341-4929

ALTERNATE PHONE

(207) 230-1272

FAX

EMAIL

daleturk@yahoo.com

CORPORATE STRUCTURE

NAME	POSITION/TITLE	PARENT COMPANY	% INTEREST
Seaside Restaurant Group, Inc.	Owner		100

#### ADDITIONAL INFORMATION

#### MANAGED BY AGENT

No

#### PREMISES TYPE

Class A Restaurant

#### PREMISES NAME

Peter Ott's on the Water

#### OPERATOR

#### PHYSICAL ADDRESS

16 Bayview Landing Camden ME 04843

#### MAILING ADDRESS

16 Bayview Landing Camden ME 04843

#### CONTACT NAME

Dale Turk

#### PREFERRED CONTACT METHOD

Email

#### CONTACT PHONE

(407) 341-4929

#### ALTERNATE PHONE

(207) 230-1272

#### FAX

#### EMAIL

daleturk@yahoo.com

#### QUESTIONS

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

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

Answer "No" if you are a Sole Proprietor.

Yes

202500565D

2. What is your expected start date?

June 1, 2025

3. Has/have applicant(s) formerly held a Maine liquor license?

No

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

No

5. Is the applicant/licensee an individual, partnership, or association?

No

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

Yes

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

No

8. Is your license application for Vessel Corporation?

No

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

No

- 10 Do you allow dancing or entertainment on the licensed premises?  
If so, You need to have a a license from the Maine State Fire Marshal.  
See <https://www.maine.gov/dps/fmo/plans-review/applications> for more information.

No

11 Will any law enforcement officer directly benefit financially from this license, if issued?

No

12 Is the licensee or applicant for a license receiving, directly or indirectly, any money, credit, thing of value, endorsement of commercial paper, guarantee of credit or financial assistance of any sort from any person or entity within or without the State, if the person or entity is engaged, directly or indirectly, in the manufacture, distribution, wholesale sale, storage or transportation of liquor.

No

13 Is the licensee/applicant(s) directly or indirectly giving aid or assistance in the form of money, property, credit, or financial assistance of any sort, to any person or business entity holding a liquor license granted by the State of Maine?

No

14 Do you have a manager employed?

Yes

Chris Fritz-Grice 10-3-1991

Karli Ledford 12-24-1994

Casey Dominguez 4-18-1987

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

No

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

No

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

No

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

No

19 Does the licensee/applicant(s) own the premises?

No

(document uploaded)

20 At which address are your business records located?

16 Bayview Landing  
Camden, Maine 04843

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

Wednesday through Sunday 11:30 am to 9:00 pm

22 Please provide the name and distance from the premises to the nearest school, school dormitory and place of place of worship, measured from the main entrance of the premises to the main entrance of the school, school dormitory and place of worship by the ordinary course of travel.

Camden Baptist Church -.25 mile

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

No

24 Do you have a food menu?

Yes

(document uploaded)

#### DOCUMENTS

TYPE	FILE NAME	DESCRIPTION
Lease/Rental Agreement	Peter Ott's Lease.pdf	
Lease/Rental Agreement	Peter Ott's Lease 1.pdf	
Lease/Rental Agreement	Peter Ott's Lease 2.pdf	
Lease/Rental Agreement	Peter Ott's Lease 3.pdf	

## DECLARATION

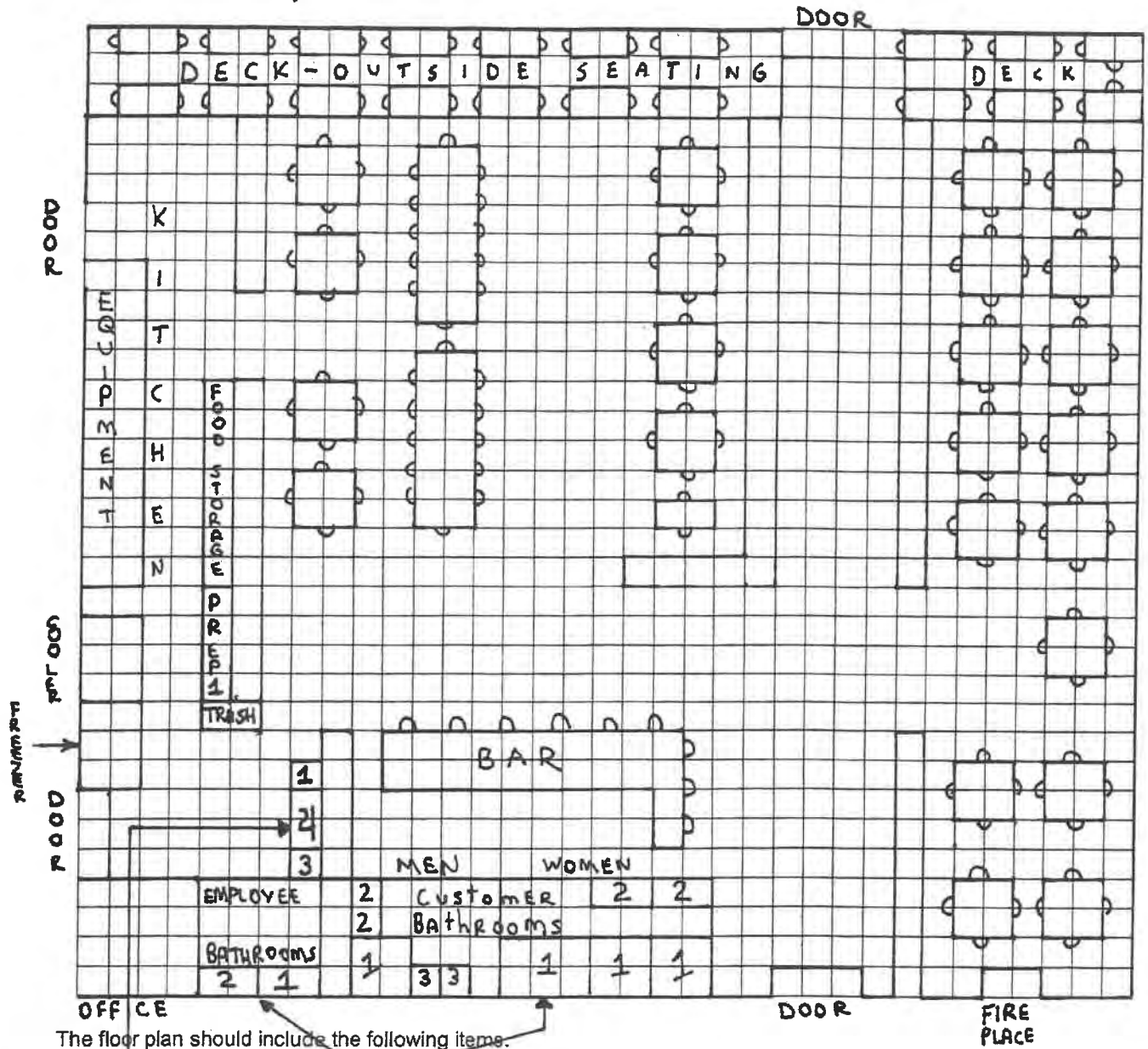
- ☒ I certify that I am the applicant as described in this application, or that I am duly authorized to submit this application on the applicant's behalf.

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

Attach a copy of your menu, or a draft menu.

### 9: Kitchen or Food Preparation Area Plan:

Use this grid or a separate sheet of graph paper to draw a floor plan or provide a floor plan prepared by a knowledgeable party, for eating place food preparation area(s)/kitchen(s). If the plan is not drawn to scale, the dimensions must be clearly labeled.



The floor plan should include the following items.

Sinks:	Toilet Facilities:	Refrigeration:	Facilities:
1. Hand Washing	1. Toilets	1. Walk-in Coolers	1. Food Preparation Areas
2. Ware Washing	2. Sinks	2. Walk-in Freezers	2. Food Storage Areas
3. Utility	3. Urinals	3. Freestanding Coolers	3. Trash/Refuse/Redemption Areas
4. Food Prep	4. Other	4. Freestanding Freezers	4. Dining Areas
5. Dipper Wells		5. Ice Maker (OUTSIDE)	5. Equipment/Counters/Seats/Tables
6. Other		6. Other	6. Dry Storage/All Other Storage - Room

NEXT TO OFFICE



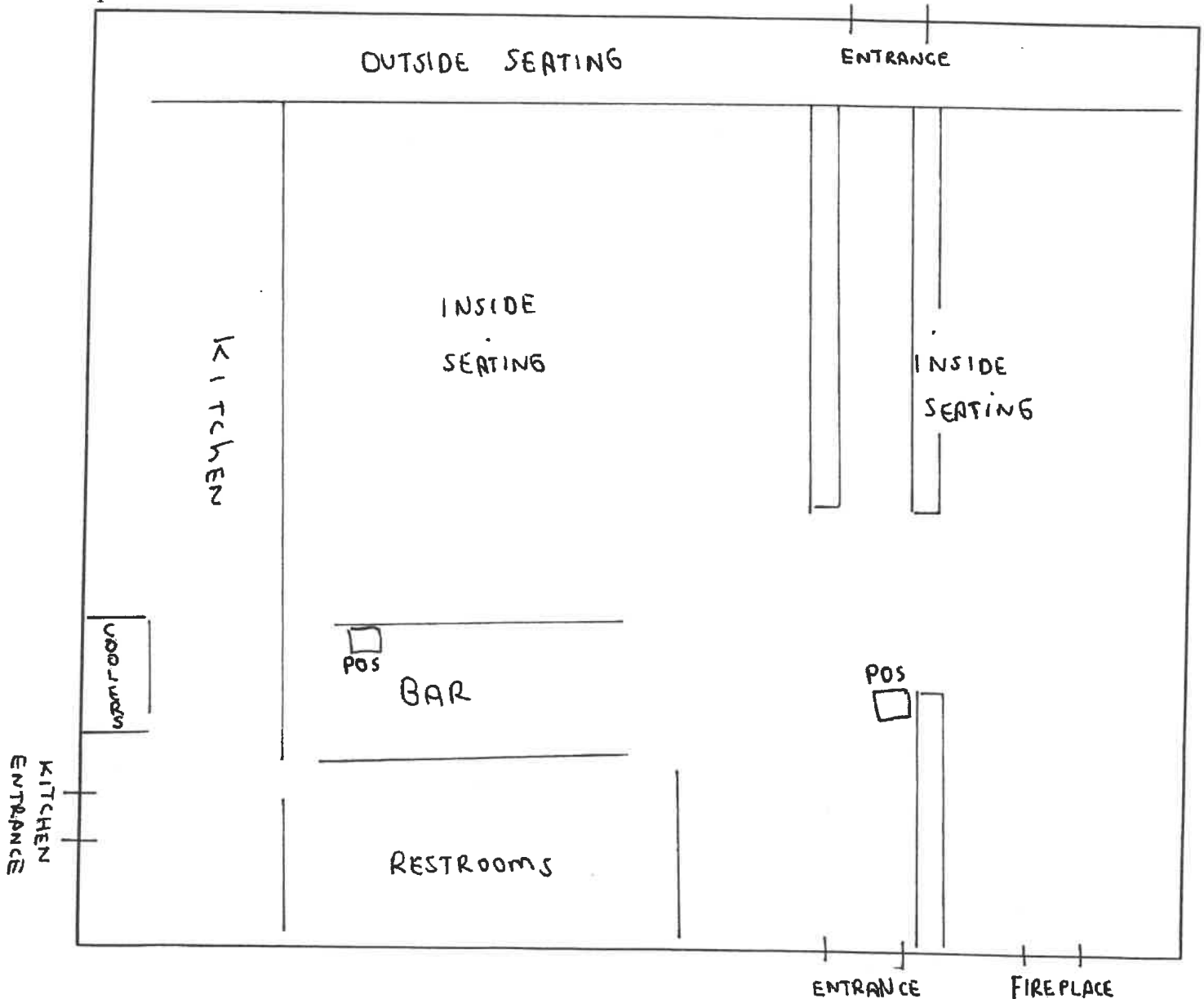
# STATE OF MAINE

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

## Premises Floor Plan

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

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





April 25, 2025

**To:** Chief Randy Gagne  
Camden Police Department

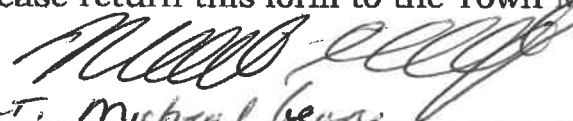
**From:** Janice L. Esancy  
Town Manager's Assistant

The following establishment: Peter Ott's (new owners) at 16 Bay View Landing has submitted an application for a "new:" liquor License. There will be a public hearing regarding this license at an upcoming Select Board Meeting.

Do you have any issues with the license application?

Yes ☒ No. If yes, please explain: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Please return this form to the Town Manager's Office. Thank you.

  
\_\_\_\_\_  
CT. Michael Gagne  
Chief Randy Gagne  
Camden Police Department

4/29/25  
Date



## Application Copy

File Number: 67225

Job Type: Renewal Application

LICENSE #

CAR-22-105406

APPLICATION DATE RECEIVED

2025-04-29

LICENSE TYPE

On-Premises: Beer, Wine & Spirits

LICENSEE

Salt Wharf, LLC

AGENT NAME

EFFECTIVE DATE

2024-06-24

EXPIRES

2025-06-23

STATUS

Active

PREMISES NAME

Salt Wharf

SECONDARY LICENSE(S)

NAME

RENEW

Common Consumption Area

☐

NEW SECONDARY LICENSE(S)

None selected

PREMISES TYPE

Class A Restaurant

PREMISES NAME

Salt Wharf

OPERATOR

Salt Wharf, LLC

PHYSICAL ADDRESS

3 WAYFARER DR CAMDEN ME 04843

MAILING ADDRESS

3 WAYFARER DR CAMDEN ME 04843

CONTACT NAME

Richard Lyman

PREFERRED CONTACT METHOD

Email

CONTACT PHONE

(207) 230-8025

ALTERNATE PHONE

FAX

EMAIL

rich@saltwharf.com

QUESTIONS

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

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

Answer "No" if you are a Sole Proprietor.

Yes

20228752DC

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

No

3. Is the applicant/licensee an individual, partnership, or association?

Yes

Yes

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

No

Richard Lyman - resident of Massachusetts

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

No

6. Is your license application for Vessel Corporation?

No

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

Yes

(document uploaded)

8. Do you allow dancing or entertainment on the licensed premises?  
If so, You need to have a a license from the Maine State Fire Marshal.  
See <https://www.maine.gov/dps/fmo/plans-review/applications> for more information.

No

9. Will any law enforcement officer directly benefit financially from this license, if issued?

No

10 Is the licensee or applicant for a license receiving, directly or indirectly, any money, credit, thing of value, endorsement of commercial paper, guarantee of credit or financial assistance of any sort from any person or entity within or without the State, if the person or entity is engaged, directly or indirectly, in the manufacture, distribution, wholesale sale, storage or transportation of liquor.

No

11 Is the licensee/applicant(s) directly or indirectly giving aid or assistance in the form of money, property, credit, or financial assistance of any sort, to any person or business entity holding a liquor license granted by the State of Maine?

No

12 Do you have a manager employed?

Yes

Crystal Longo 5/2/86

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

No

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

No

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

No

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

No

17 Does the licensee/applicant(s) own the premises?

Yes

18 At which address are your business records located?

3 Wayfarer Dr, Camden, Maine

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

Mon - Sun, 12-9 PM during peak summer months only

20 Please provide the name and distance from the premises to the nearest school, school dormitory and place of place of worship, measured from the main entrance of the premises to the main entrance of the school, school dormitory and place of worship by the ordinary course of travel.

First Church of Christ, Scientist, .6 miles

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

No

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

Budget is \$1M

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

Budget is \$600k

24 Do you have a food menu?

Yes

(document uploaded)

#### DOCUMENTS

TYPE	FILE NAME	DESCRIPTION
Food Menu	Salt Wharf Dining Room Summer Menu 2025 Final_.pdf	
Maine Health or Agriculture License	Eating-Drinking Establishments License.pdf	
Premises Floor Plan	Salt Wharf Site Plan Detailnewbrickpatio.png	
Corporate Supplemental Form	2025liquorlicensesupplem entalpage.pdf	

#### APPLICANT

Salt Wharf, LLC

## DECLARATION

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

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



## Application Copy

File Number: 36802

Job Type: Amendment Application

AMENDMENT TYPE

APPLICATION DATE RECEIVED

Permanent Extension of Premises

2025-04-29

### QUESTIONS

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

1. What is your expected start date?

May 23, 2025

2. Do you allow dancing or entertainment on the licensed premises?

If so, You need to have a license from the Maine State Fire Marshal.  
See <https://www.maine.gov/dps/fmo/plans-review/applications> for more information.

Yes

We did file for an entertainment district as part of our existing liquor license and it is listed on our license.

3. What is the reason for the increase in seating capacity?

To serve more customers in the summer

4. Is the description and diagram for the increased capacity included in the primary license's Premises Description and Diagram?

No

(document uploaded)

### DOCUMENTS

TYPE	FILE NAME	DESCRIPTION
Premises Description and Diagram	Salt Wharf Site Plan Detail Including Patio.png	Floor plan including patio



APPLICANT

Richard Lyman

DECLARATION

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

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





## Application Copy

File Number: 46328

Job Type: New Application

LICENSE TYPE

On-Premises: Beer, Wine & Spirits

APPLICATION DATE RECEIVED

2025-02-13

SECONDARY LICENSE(S)

None selected

LICENSEE LEGAL NAME

Mainestay Media LLC

LICENSEE TYPE

Limited Liability Company

DOING BUSINESS AS

Villager Cafe

CORPORATE NUMBER

20122821DC

INCORPORATION DATE

2012-03-15

CORRESPONDENCE ADDRESS

16 Tannery Lane Suite 25 Camden ME 04843

MAILING ADDRESS

PHYSICAL ADDRESS

CONTACT NAME

Villager Cafe

PREFERRED CONTACT METHOD

Email

CONTACT PHONE

(252) 305-3851

ALTERNATE PHONE

FAX

EMAIL

info@villagercafe.com

CORPORATE STRUCTURE

NAME	POSITION/TITLE	PARENT COMPANY	% INTEREST
Mainestay Media LLC	Owner	Mainestay Media	100

ADDITIONAL INFORMATION

MANAGED BY AGENT

No

PREMISES TYPE

Class A Restaurant

PREMISES NAME

Villager Cafe

OPERATOR

Theresa Mastricolo

PHYSICAL ADDRESS

16 Tannery Lane Suite 25 Camden ME 04843

MAILING ADDRESS

16 Tannery Lane Suite 25 Camden ME 04843

CONTACT NAME

Villager Cafe

PREFERRED CONTACT METHOD

Email

CONTACT PHONE

(252) 305-3851

ALTERNATE PHONE

FAX

EMAIL

info@villagercafe.com

QUESTIONS

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

1. Is your business and "Doing Business As" (DBA) name registered and in good standing with the Maine Secretary of State? If not, please address this with the Secretary of State before proceeding with this application.

Answer "No" if you are a Sole Proprietor.

Yes

20122821DC

2. What is your expected start date?

April 1, 2025

3. Has/have applicant(s) formerly held a Maine liquor license?

Yes

Mulligan&#x27;s RGC 606 Old County Rd, Rockland ME 04841<br />Gypsy Rose Tavern 115 Elm St, Camden ME 04843

4. Do licensee or applicant(s) have any interest in any other Maine Liquor License?

No

5. Are all licensees/applicants citizens of the United States?

Yes

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

Yes

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

No

8. Is your license application for Vessel Corporation?

No

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

No

10 Do you allow dancing or entertainment on the licensed premises?  
If so, You need to have a a license from the Maine State Fire Marshal.  
See <https://www.maine.gov/dps/fmo/plans-review/applications> for  
more information.

No

11 Will any law enforcement officer directly benefit financially from this  
license, if issued?

No

12 Is the licensee or applicant for a license receiving, directly or indirectly,  
any money, credit, thing of value, endorsement of commercial paper,  
guarantee of credit or financial assistance of any sort from any person  
or entity within or without the State, if the person or entity is engaged,  
directly or indirectly, in the manufacture, distribution, wholesale sale,  
storage or transportation of liquor.

No

13 Is the licensee/applicant(s) directly or indirectly giving aid or assistance  
in the form of money, property, credit, or financial assistance of any  
sort, to any person or business entity holding a liquor license granted  
by the State of Maine?

No

14 Do you have a manager employed?

Yes

Theresa Mastricolo 10/31/1974

15 Has any of the listed applicants or an employed manager been denied  
a liquor license within the last 5 years?

No

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

No

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

No

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

No

19 Does the licensee/applicant(s) own the premises?

Yes

20 At which address are your business records located?

16 Tannery Lane  
Suite 25  
Camden ME 04843

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

Sunday - 8am-2pm  
Monday - 8am-2pm  
Tuesday - closed  
Wednesday - closed  
Thursday - 8am-2pm  
Friday - 8am-2pm  
Saturday - 8am-2pm

22 Please provide the name and distance from the premises to the nearest school, school dormitory and place of place of worship, measured from the main entrance of the premises to the main entrance of the school, school dormitory and place of worship by the ordinary course of travel.

First Congressional Church of Camden .3 mile

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

No

## 24 Do you have a food menu?

Yes

(document uploaded)

### DOCUMENTS

TYPE	FILE NAME	DESCRIPTION
Lease/Rental Agreement	VILLAGER_LEASE.pdf	lease
Food Menu	VILLAGER_MENU.docx	proposed menu
Corporate Supplemental Form	102 Supplemental Ownership Form and Affidavit-2.pdf	corp form
Premises Floor Plan	VC Floorplan Sketch _ 011125.jpg	floor plan

### APPLICANT

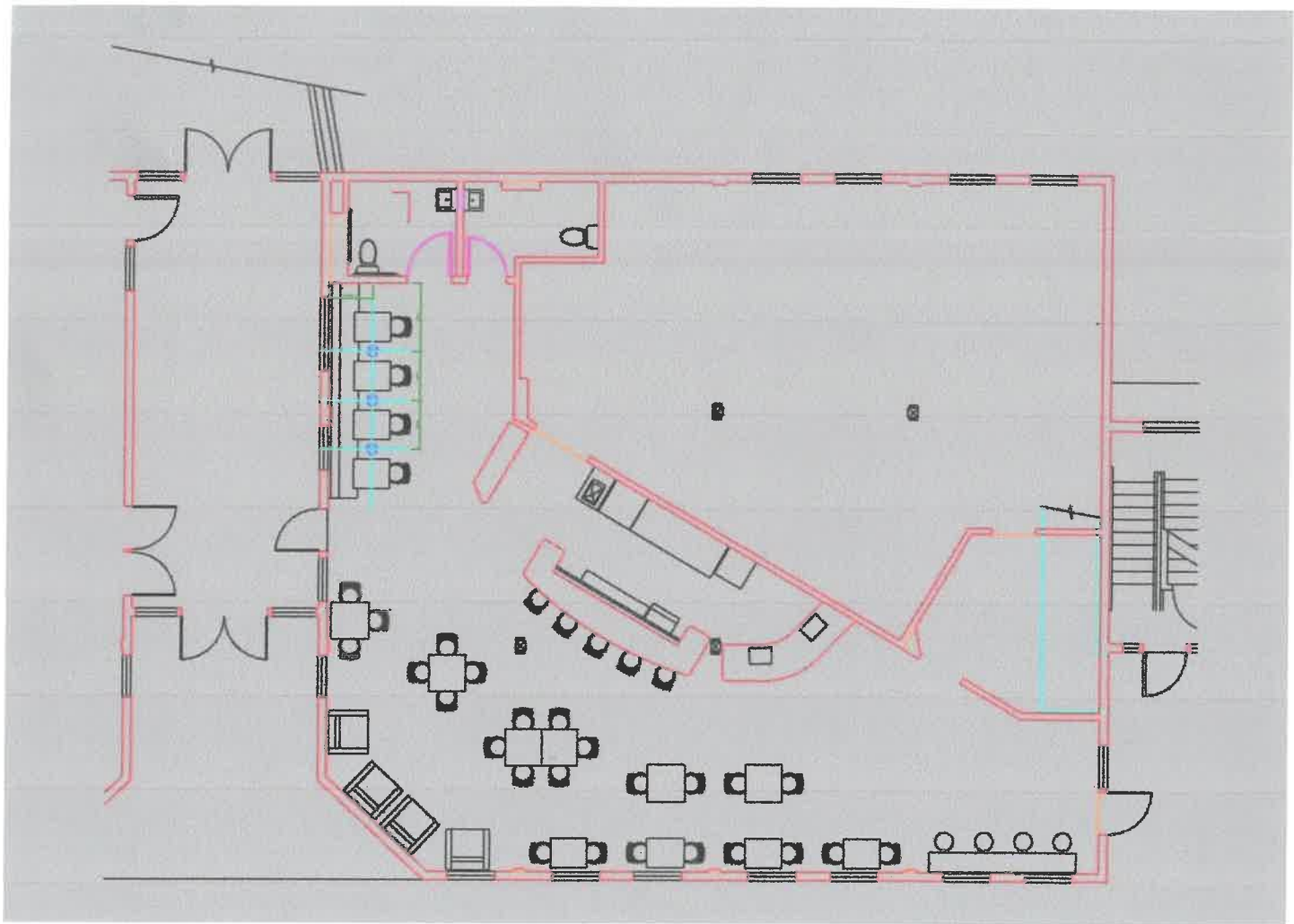
Villager Cafe

### DECLARATION

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

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





April 25, 2025

**To:** Chief Randy Gagne  
Camden Police Department

**From:** Janice L. Esancy  
Town Manager's Assistant

The following establishment: Villager Café (former Bagel Café location) has submitted an application for a "new:" liquor License. There will be a public hearing regarding this license at an upcoming Select Board Meeting.

Do you have any issues with the license application?

Yes ☒ No. If yes, please explain: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Please return this form to the Town Manager's Office. Thank you.

  
Chief Randy Gagne  
Camden Police Department

5/1/25  
Date



# MEMORANDUM

**To:** Select Board  
**From:** Town Manager  
**Date:** 05/15/2025  
**Re:** Consent Agenda

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## **PURPOSE**

Overview of the Consent Agenda.

## **BACKGROUND**

- a) Approval of Victualer and 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

These businesses have submitted complete applications, the appropriate application reviews have been made by the code enforcement officer, and the fire department has completed its annual life safety inspection.

- b) Approval of temporary signs on the downtown lampposts for Camden Hills Regional High School March Thru Town on Monday, June 2<sup>nd</sup> at 5:30 pm

This is the school's annual request to place planners on the lampposts in the downtown for the graduating seniors of Camden Hills Regional High School for their March thru Town. The approval of these banners falls under the Select Board.

## **RECOMMENDATION**

Adopt the Consent Agenda.

Office of:

Town Manager  
Tax Assessor  
Tax Collector  
Town Clerk  
Treasurer  
Code Officer  
Finance Director  
Harbor Clerk



Town Office

P.O. Box 1207  
29 Elm Street  
Camden, Maine 04843  
Phone (207)236-3353  
Fax (207)236-7956  
<http://www.camdenmaine.gov>

May 13, 2025

The following establishments have submitted applications for approval of their **VICTUALER LICENSES & LODGING LICENSES**. The appropriate application reviews have been made by the code enforcement officer and fire chief.

Business Name	Location	Lodging Exp.	Victualer Exp.
Blue Barren	2 Wayfarer Drive	N/A	06/30/2026
Camden Charcuterie	56 Elm Street, Ste A	N/A	05/31/2026
Camden Cone	31 Bay View Street	N/A	05/31/2026
Cedar Crest Inn	115 Elm Street	06/30/2026	N/A
Fresh Restaurant	1 Bay View Landing		05/31/2026
Harbor Dogs	Public Landing		05/31/2026
Norumbega Inn	63 High Street	05/31/2026	05/31/2026
Paper Plane	1 Wayfarer Drive	N/A	05/31/2026
Peter Ott's	16 Bay View Street		05/31/2026
Salt Wharf	3 Wayfarer Drive	N/A	06/30/2026
Swan House	49 Mountain Street	N/A	05/31/2026

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## CAMDEN SELECT BOARD

\_\_\_\_\_  
Susan Dorr, Chair

\_\_\_\_\_  
Christopher Nolan, Vice Chair

\_\_\_\_\_  
Alison McKellar

\_\_\_\_\_  
Kenneth Gross

\_\_\_\_\_  
Thomas Hedstrom

\_\_\_\_\_  
Date of Approval

## **TOWN OF CAMDEN TEMPORARY EVENT SIGNAGE**


The undersigned applicant hereby requests approval pursuant to the Camden Zoning Ordinance, Article XI, Section 4(12) to erect temporary signs on the town owned street lampposts in the downtown area.

Applicant Name: **FIVE TOWN CSD (Contact: Amanda Simko)**\_\_\_\_\_

Telephone #: 207-236-3358 Email: Amanda.Simko@fivetowns.net

Event Date: 6/2/2025 5:30pm Dates of Display 5/27/2025-6/3/2025

In the space below, show **all dimensions**, wording and graphics.

Town of Camden POB 1207 Camden ME 04843 phone 207.236.3353 fax 207.236.7956
<div style="display: flex; justify-content: space-between;"> <div style="width: 60%;"> <p>16 signs at 48" x 8" x 0.25"</p> <p>Red sign, graduation hat images, CHRHS logo, text "March Thru Town" &amp; the date is noted (date will be updated prior to hanging).</p> </div> <div style="width: 35%; text-align: center;">  </div> </div>

Applicant's Signature: Amanda Simko

Date Signed: **05/16/2025** \_\_\_\_\_

\*\*\*\*\*

### **CAMDEN SELECT BOARD**

\_\_\_\_\_  
\_\_\_\_\_

Date of Select Board Approval: \_\_\_\_\_

***Expanding Camden's Solar Generation Capacity:***  
***Purchasing the Town's existing solar installation and constructing additional arrays***  
**A proposal for Select Board consideration on 5/20/25 by CamdenCAN's Solar Working Group\***

*Camden residents have consistently voiced strong support for the Town to increase its reliance on locally generated, renewable power. Voters in 2017 authorized construction of a solar array on town-owned land at Sagamore Farm, which generates about 6 percent of the Town's current electricity needs (including the Snow Bowl and wastewater treatment plant). The contract for that initial array allows Camden to purchase those panels this year, saving hundreds of thousands of dollars over the coming two decades. The Town can realize even greater economic and environmental benefits by substantially expanding its solar generation in 2025. The Select Board can realize these benefits by (1) authorizing purchase of the existing solar array, and (2) approving expedited research into options for expanded solar generation at Sagamore Farm and other local sites.*

- 1.** The Select Board at its April 1, 2025 meeting discussed and informally agreed to temporarily use \$203,558 from two capital reserve funds—the Energy Efficiency Fund and the Tree Conservation Fund—to buy the Sagamore Farm solar array built by ReVision Energy under a power purchasing agreement (PPA) with Camden in 2017. This acquisition would entail no budgetary cost, and the annual savings in electricity charges (\$29,000 in electricity charges in 2025 at current electricity prices, rising annually along with assumed electricity prices to \$35,575 in 2038) would fully repay the two funds within seven years. Annual reductions in electricity costs add up to a total saving to the town of over \$450,000. All figures are based on cash-flow estimates from Revision.
- 2.** To obtain the \$29,000 savings for 2025, the Town needs to inform ReVision of its plan to purchase the array at least 90 days before the September 18 contract renewal date under the terms of the PPA (***by June 15, 2025***). The next contractual opportunity for purchasing the panels would be June 15, 2026, and the town would forfeit \$29,000 in electricity cost savings.
- 3.** ReVision would continue to maintain and operate the array so it would require no maintenance work by town employees or other contractors. ReVision says that, in calculating the savings estimate for Camden listed in Point 1 above, it “factored in operational costs for operation and maintenance services to keep the system running well.” The cash flow estimates provided by ReVision also make allowance for a diminution in output of 1 to 2 percent over time from the array.
- 4.** The Working Group also recommends that the Town authorize discussions with ReVision, other solar contractors and Coastal Enterprises Inc.'s Environmental Resilience Investment team to identify the

most cost-effective means for installing substantially more solar generating capacity on the town property at Sagamore Farm. Solar contractors could also evaluate additional town properties as potential generation sites. The Solar Working Group can undertake initial research and report back details to town employees and the Select Board.

Savings to town taxpayers from expanded solar are likely to be substantial. While the Working Group can provide more specific numbers in coming months, panels providing the 2,000 kW needed to cover all of Camden's electrical usage could potentially be financed (through a low-interest, 10-year loan) at a monthly cost roughly equal to the Town's current electricity expenditure. Camden could therefore rely completely on solar at no added cost to the Town during the first decade, after which it could realize over half a million dollars in electricity savings annually. Other Midcoast communities that have invested in solar power – [like Lincolnville, Thomaston and St. George](#) – have had uniformly positive experiences and realized extensive savings.

**5.** Cynthia Hoeh Stancioff has volunteered to act as liaison between the Solar Working Group and the Camden Conservation Committee, of which she is a member.

\* Members of the Solar Working Group: Sarah Miller, Marina Schauffler, Barbara Spalding, Cynthia Hoeh Stancioff, Esperanza Stancioff, Paul Stancioff

*Additional information from other Midcoast communities is available in the following panel discussion from November 2024:*





# Memo

**To:** Select Board

**From:** Harbormaster Steve Pixley and Town Manager Audra Caler

**Date:** May 16, 2025

**Re:** Request for Permanent License Transfer - sloop *Heritage* to sloop *Inherit the Wind*

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## PURPOSE

The Beck family of Camden, owners of the sloop *Heritage*, which is licensed by the town as a commercial passenger vessel to operate from the town's daysailer dock, is requesting to permanently transfer their daysailer business license from *Heritage* to *Inherit the Wind*.

## BACKGROUND

In 2023, *Heritage* needed restoration work, and the owners asked for permission to temporarily run *Inherit the Wind* in its place until repairs could be completed. Due to difficulties encountered with the restoration, the owners are now requesting to make the change permanent. Both vessels are Friendship sloops.

There is precedent for the Select Board to allow owners/operators of commercial passenger vessels to transfer their daysailer/windjammer licenses between vessels. For example, in 2005 the license for *Lazy Jack* was transferred to the new *Lazy Jack II*, and in 2022 the schooner *Mistress'* license was moved to the *Swift*.

## RECOMMENDATION

The harbormaster supports allowing the license for the *Heritage* to be transferred to *Inherit the Wind*. The vessels are nearly identical in size and shape, and the permanent transfer will not impact on the current daysailer fleet operating from the public landing.



**From:** [Audra Caler](#)  
**To:** [Janice Esancy](#)  
**Subject:** Fw: Request for Vessel Substitution – Sail Camden  
**Date:** Friday, May 16, 2025 9:31:41 AM

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**From:** Sloop Heritage <sailcamdencharters@gmail.com>  
**Sent:** Wednesday, May 7, 2025 10:28 AM  
**To:** Audra Caler <acaler@camdenmaine.gov>  
**Subject:** Request for Vessel Substitution – Sail Camden

Dear Audra,

I hope this message finds you well.

I'm writing to follow up on our conversation from a couple of weeks ago—apologies for the delay in getting this to you.

I would like to formally request approval from you and any necessary members of the Camden town government to operate an alternative vessel—currently named Inherit The Wind—in place of Sloop Heritage, the vessel currently licensed under my small business, Sail Camden, for daysail operations out of Camden Harbor.

Inherit The Wind is a Friendship Sloop, just as Heritage is, and she is presently owned by Ms. Nancy Goulding of Holyoke, Massachusetts. Ms. Goulding has agreed to lease the vessel to me (or to Sail Camden) for use during the upcoming summer season.

In the interest of full transparency, I would like to share that a restoration project begun nearly three winters ago on Heritage has unfortunately stalled and now appears financially unviable for us to complete. As a result, we anticipate submitting a formal request to permanently substitute Inherit The Wind on our license following this season. In the meantime, we hope to continue offering high-quality sailing experiences from Camden Harbor this summer with Inherit The Wind.

Looking ahead, my wife and I are hopeful that we may be able to purchase Inherit The Wind outright and find a qualified long-term steward for Heritage.

Thank you for your consideration and continued support. Please let me know if you need any additional documentation or if there are steps I should take to move this request forward. I realize the late nature of this request may make it tough to get timely feedback from Select Board members. If you need me to reach out to the individually, please let me know.

Warm regards,

Jeff Beck

Sail Camden



(207) 230- 9340

[www.sailcamden.com](http://www.sailcamden.com)  
[sailcamdencharters@gmail.com](mailto:sailcamdencharters@gmail.com)

# Commercial Passenger Vessel License Agreement

## Public Landing Daysailer Addendum

Date 5/20/2025

Vessel Name Inherit The Wind. Operated by JEFF BECK.

The Licensee understands this license agreement is a privilege granted by the town of Camden and further agrees to abide by the following rules and regulations which have been established by the Select Board:

A. Fees:

The fee for this Agreement shall be \$2,900 per year, as set by the Camden Select Board in accordance with the Harbor and Waterways Ordinance of the Town of Camden. Payable by one-half by April 1st with the balance due by August 1st.

B. Schedule:

The Licensee shall adhere to the master schedule of arrival and departure times, as established by the Harbormaster, for daysailers licensed by Camden. A copy of said master schedule shall be kept on file at the Town Office with the application of the daysailer licensed herein. The Harbormaster's master schedule from the year immediately prior shall take precedence in establishing any subsequent proposed schedule.

C. Conduct:

- The Licensee shall extend courtesy to members of the general public, Town employees, Licensees, and other boat captains and personnel at all times.
- The Licensee shall permit no verbal solicitation for passengers on the Public Landing. Nothing contained in this subparagraph shall prohibit the Licensee, its agents and employees, from discussing or promoting daysailing activities with prospective patrons.
- Ticket table staff shall not bring animals to work or engage in any other activity that might create a public safety hazard.

D. Dockage:

The Licensee's vessel shall lie alongside the Float for no more than Fifteen (15) minutes at any one time without the permission of the Harbormaster. The Licensee shall minimize the vessel's time at the Float insofar, as possible to accommodate other vessels.

E. Ticket Sales:

The Licensee shall be permitted to place a ticket table, no larger than Sixteen (16) square feet, on the boardwalk along the Public Landing. The single ticket table shall be set up only during business hours. The location of said ticket table shall be

determined by previous locations of existing tables and shall be assigned by the Harbormaster.

Items For Sale and Advertised shall be limited to Daysail Tickets Only. The Licensee shall be permitted one (1) sign, no larger than six (6) square feet, at the ticket table, subject to the condition that such sign is considered a "temporary sign" under the Zoning Ordinance of the Town of Camden. No other signage for the Licensee is allowed on the Public Landing.

F. The Licensee shall not, at any time or in any manner, either directly or indirectly assign or encumber this Agreement or any of its interest herein or license the use of any part of the licensed premises, without first obtaining the written consent of Camden.

G. Parking:

The Licensee shall prohibit any employee, supplier, contractor, or agent of the licensee, or any crew member of the daysailer vessel, from parking in the parking spaces at the Public Landing.

H. Utilization of License:

A lack of utilization of this license by the Licensee shall be cause for the non-renewal of this agreement. A lack of utilization will be defined as less than 20 operational days during the 2025 season.

I. The Town maintains the right to amend this agreement at its sole discretion.

**IN WITNESS WHEREOF**, the parties have hereunto set their hands and seals this \_\_\_\_ day of \_\_\_\_\_, \_\_\_\_.

**TOWN OF CAMDEN**

\_\_\_\_\_  
Witness

By: \_\_\_\_\_  
Chairman, Camden Select Board

**LICENSEE:**

\_\_\_\_\_  
Witness

By: \_\_\_\_\_

\_\_\_\_\_  
(Title)

3/1/2024



# MEMORANDUM

**To:** Select Board  
**From:** Police Chief Randy Gagne  
**Date:** May 13, 2025  
**Re:** Cruiser Purchase

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**PURPOSE:** The Camden Police Department is requesting to replace its 2016 Ford SUV (gasoline powered) with a gas-hybrid 2025 Ford SUV pursuit-rated police vehicle.

**BACKGROUND:** The Camden Police Department is requesting to make a direct purchase of a 2025 Ford Police Interceptor Utility Hybrid SUV, which is currently available on the lot. This purchase will replace a 2016 non-hybrid model cruiser.

The purchase will be made using funds from the Capital Reserves Police Cruiser budget line, which currently has a balance of \$60,000. I am requesting a direct purchase now due to the potential for anticipated tariffs that would lead to higher prices, issues with availability and production slowdowns, among other concerns.

Due to the low expected trade value, the department will repurpose the 2016 cruiser by transferring it to the Public Works Department for their use.

Although this is not a fully electric-model cruiser, it is a compromise between fully gas and fully electric-powered models and offers a hybrid powertrain, electric motor and 3.3-liter V6 engine. Gas hybrid is the model currently being used by the department and has experienced very few issues.

If we delay purchasing the available vehicle, I believe we will miss a good opportunity as the town would have to order a cruiser that could take up to six months to be delivered. In addition to the timing concerns, this past year we have had to deal with numerous repairs to our current again fleet because we now keep our vehicles on the road longer than we did previously. Finally, following research by Det. Sgt. Aaron Bailey on all three types of vehicles, we have concluded that a fully electric police cruiser would not be the right option for the department at this time. This research included conversations with Fire Chief Chris Farley, who drives a fully electric pickup truck for the fire department.

**RECOMMENDATION:** I recommend a direct purchase of the 2025 Ford Police Interceptor Utility Hybrid from Quirk Ford of Augusta in the amount of \$52,670.



## QUIRK AUTO GROUP

LEO CHICOINE | 2074301621 | lchicoine@quirkauto.com

*Sheet # AF13571*

## CAMDEN / ROCKPORT

Prepared For: CHIEF RANDY GAGNNE

*Camden Hybrid Black*

Vehicle: [Fleet] 2025 Ford Police Interceptor Utility (K8A) AWD



THANK YOU FOR THE OPPORTUNITY TO QUOTE YOU ON YOUR NEXT PURCHASE. IF YOU  
HAVE ANY QUESTION.  
PLEASE GIVE ME A CALL.



# QUIRK AUTO GROUP

LEO CHICOINE | 2074301621 | lchicoine@quirkauto.com

Vehicle: [Fleet] 2025 Ford Police Interceptor Utility (K8A) AWD (⚠ Incomplete)

## Price Summary

### PRICE SUMMARY

	MSRP
Base Price	\$49,515.00
Total Options	\$980.00
Vehicle Subtotal	\$50,495.00
Destination Charge	\$1,595.00
Grand Total	\$52,090.00

*In Stock*

*\$217,358.00*

*Leo Chicoine*

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Data Version: 25349. Data Updated: May 1, 2025 6:46:00 PM PDT.



# QUIRK AUTO GROUP

LEO CHICOINE | 2074301621 | lchicoine@quirkauto.com

Vehicle: [Fleet] 2025 Ford Police Interceptor Utility (K8A) AWD (⚠ Incomplete)

## Selected Model and Options

### MODEL

CODE	MODEL	MSRP
K8A	2025 Ford Police Interceptor Utility AWD	\$49,515.00

### COLORS

CODE	DESCRIPTION
UM	Agate Black ✓

### ENGINE

CODE	DESCRIPTION	FRONT WEIGHT	REAR WEIGHT	MSRP
99W	Engine: 3.3L V6 Direct-Injection Hybrid System -inc: (136-MPH top speed) (STD)	0.00 lbs	0.00 lbs	\$0.00

*Hybrid*

### OPTION PACKAGE

CODE	DESCRIPTION	FRONT WEIGHT	REAR WEIGHT	MSRP
500A	Order Code 500A	0.00 lbs	0.00 lbs	\$0.00

### AXLE RATIO

CODE	DESCRIPTION	FRONT WEIGHT	REAR WEIGHT	MSRP
—	3.73 Axle Ratio (STD)	0.00 lbs	0.00 lbs	\$0.00

### PRIMARY PAINT

CODE	DESCRIPTION	FRONT WEIGHT	REAR WEIGHT	MSRP
UM	Agate Black	0.00 lbs	0.00 lbs	\$0.00

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Data Version: 25349. Data Updated: May 1, 2025 6:46:00 PM PDT.



# QUIRK AUTO GROUP

LEO CHICOINE | 2074301621 | Ichicoine@quirkauto.com

Vehicle: [Fleet] 2025 Ford Police Interceptor Utility (K8A) AWD (⚠ Incomplete)

## SEAT TYPE

CODE	DESCRIPTION	FRONT WEIGHT	REAR WEIGHT	MSRP
9W	Charcoal Black, Unique HD Cloth Front Bucket Seats w/Vinyl Rear -inc: reduced bolsters, 6-way power track driver seat (fore/aft, up/down, tilt w/manual recline, 2-way manual lumbar), 8-way power track passenger seat w/2-way power recline and 2-way power lumbar and built-in steel intrusion plates in both driver/passenger seatbacks	0.00 lbs	0.00 lbs	\$0.00

## ADDITIONAL EQUIPMENT - EXTERIOR

CODE	DESCRIPTION	FRONT WEIGHT	REAR WEIGHT	MSRP
153	Front License Plate Bracket	0.00 lbs	0.00 lbs	\$0.00
51R	Driver Only LED Bulb Spot Lamp (Unity)	0.00 lbs	0.00 lbs	\$400.00
59B	Keyed Alike - 1284x	0.00 lbs	0.00 lbs	\$50.00
65L ✓	18" 5-Spoke Full Face Wheel Covers w/Metal Clips	0.00 lbs	0.00 lbs	\$70.00

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Data Version: 25349. Data Updated: May 1, 2025 6:46:00 PM PDT.





# QUIRK AUTO GROUP

LEO CHICOINE | 2074301621 | Ichicoine@quirkauto.com

Vehicle: [Fleet] 2025 Ford Police Interceptor Utility (K8A) AWD (⚠ Incomplete)

## ADDITIONAL EQUIPMENT - INTERIOR

CODE	DESCRIPTION	FRONT WEIGHT	REAR WEIGHT	MSRP
18D	Global Lock/Unlock Feature -inc: Door-panel switches will lock/unlock all doors and rear liftgate, Eliminates the 45-second liftgate lock release + patio timer, Overhead liftgate button and blue liftgate release button on key fob will not have any function when pressed w/this option	0.00 lbs	0.00 lbs	\$0.00
52P	Hidden Door-Lock Plunger -inc: Rear-Door Controls Inoperable, Locks, handles and windows, Can manually remove window or door disable plate w/special tool, Locks/windows operable from driver's door switches	0.00 lbs	0.00 lbs	\$160.00
60R	Noise Suppression Bonds (Ground Straps)	0.00 lbs	0.00 lbs	\$100.00
67V	Front & Rear Police Wire Harness Connector Kit -inc: For connectivity to Ford PI Package solutions includes front (2) male 4-pin connectors for siren, (5) female 4-pin connectors for lighting/siren/speaker, (1) 4-pin IP connector for speakers, (1) 4-pin IP connector for siren controller connectivity, (1) 8-pin sealed connector, (1) 14-pin IP connector, rear (2) male 4-pin connectors for siren, (5) female 4-pin connectors for lighting/siren/speaker, (1) 4-pin IP connector for speakers, (1) 4-pin IP connector for siren controller connectivity, (1) 8-pin sealed connector and (1) 14-pin IP connector	0.00 lbs	0.00 lbs	\$200.00
68G	Rear-Door Controls Inoperable -inc: Locks, handles and windows, Can manually remove window or door disable plate w/special tool, Locks/windows operable from driver's door switches	0.00 lbs	0.00 lbs	Inc.
Options Total		0.00 lbs	0.00 lbs	\$980.00

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# QUIRK AUTO GROUP

LEO CHICOINE | 2074301621 | lchicoine@quirkauto.com

Vehicle: [Fleet] 2025 Ford Police Interceptor Utility (K8A) AWD (⚠ Incomplete)

## Technical Specifications

### Powertrain

#### Transmission

Drivetrain	All Wheel Drive	Trans Order Code	44B
Trans Type	10	Trans Description Cont.	Automatic w/OD
Trans Description Cont. Again	N/A	First Gear Ratio (:1)	4.70
Second Gear Ratio (:1)	2.98	Third Gear Ratio (:1)	2.15
Fourth Gear Ratio (:1)	1.77	Fifth Gear Ratio (:1)	1.52
Sixth Gear Ratio (:1)	1.27	Reverse Ratio (:1)	4.87
Clutch Size	N/A	Final Drive Axle Ratio (:1)	3.73
Transfer Case Gear Ratio (:1), High	N/A	Transfer Case Gear Ratio (:1), Low	N/A
Seventh Gear Ratio (:1)	1.00	Eighth Gear Ratio (:1)	0.85
Ninth Gear Ratio (:1)	N/A	Tenth Gear Ratio (:1)	N/A

#### Mileage

EPA Fuel Economy Est - Hwy	N/A	Cruising Range - City	N/A
EPA Fuel Economy Est - City	N/A	Fuel Economy Est-Combined	N/A
Cruising Range - Hwy	N/A	EPA MPG Equivalent - City	N/A
EPA MPG Equivalent - Hwy	N/A	Estimated Battery Range	N/A

#### Engine

Engine Order Code	99W	Engine Type	Gas/Electric V-6
Displacement	3.3 L/204	Fuel System	Port/Direct Injection
SAE Net Horsepower @ RPM	318 @ 6500	SAE Net Torque @ RPM	322

#### Electrical

Cold Cranking Amps @ 0° F (Primary)	850	Maximum Alternator Capacity (amps)	220
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#### Cooling System

Total Cooling System Capacity	N/A
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Data Version: 25349. Data Updated: May 1, 2025 6:46:00 PM PDT.



# MEMORANDUM

**To:** Select Board

**From:** Jeremy Martin, Planning and Development Director

**Date:** May 15, 2025

**Re:** 39 Main Street – Dangerous Building - Interim Order

---

## **BACKGROUND and OVERVIEW**

As you may recall at the Dangerous Building Public Hearing(s) held on February 18 and March 18 the Select Board generally outlined the deliverables that needed to be submitted by May 13, 2025. The new owners, Amy and David Lacouture, submitted the attached materials for your review. The submitted materials address items (a – h) in the Interim Order, which is also attached.

## **NEXT STEPS**

The next phase of this Dangerous Building process is for your further deliberation as to the plan for remediation that would include deadlines for completion of the work. This next phase can either be a second Interim Order to implement the owner's plan for remediation, and/or a final Order with Town intervention ordered if the owners fail to remediate within a timeframe required by the Board. Under this process, the Board has broad remedial options.

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



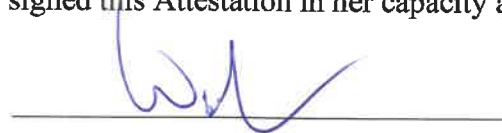
Katrina Oakes, Town Clerk, Camden, Maine

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 contractors. 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

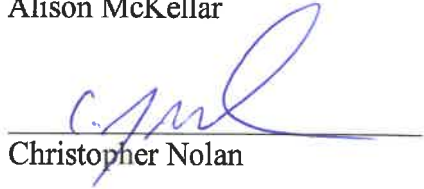
Municipal Officers of the Town of Camden, Maine



Susan Dorr, Chairperson



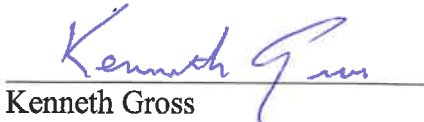
Alison McKellar



Christopher Nolan



Thomas Hedstrom



Kenneth Gross



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DATED: March 18, 2025

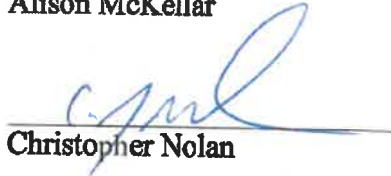
Municipal Officers of the Town of Camden, Maine



Susan Dorr, Chairperson



Alison McKellar



Christopher Nolan



Thomas Hedstrom



Kenneth Gross

Interim Order:

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:

Request:

- (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.

Provided:

- (a) Liability: Each Occurrence \$1,000,000 Aggregate Limit: \$2,000,000
- (aa) Excess Liability: Each Occurrence \$1,000,000 Aggregate \$1,000,000
- (aaa) Builders Risk: Builders Risk and Building: 450,000
- (aaaa) Flood Policy

# COMMERCIAL GENERAL LIABILITY COVERAGE PART DECLARATIONS

A

Policy No. GL 2057254

Effective Date: 04/18/2025

12:01 STANDARD TIME

## LIMITS OF INSURANCE

Each Occurrence Limit	\$1,000,000
Personal & Advertising Injury Limit (Any One Person/Organization)	\$1,000,000
Medical Expense (Any One Person)	\$5,000
Damages To Premises Rented To You (Any One Premises)	\$100,000
Products/Completed Operations Aggregate Limit	Excluded
General Aggregate Limit	\$2,000,000

## LIABILITY DEDUCTIBLE

\$0

## LOCATIONS OF ALL PREMISES YOU OWN, RENT OR OCCUPY

Location	Address	Territory
1	39 Main Street, Camden, ME 04843	001

## PREMIUM COMPUTATION

Loc	Classification	Code No.	Premium Basis	Rate		Advance Premium	
				Pr/Co	All Other	Pr/Co	All Other
1	Vacant Buildings - not factories - Other than Not-For-Profit	68606	1,858 Per 1,000 Total Area	Excluded	24.192	Excluded	\$115 MP
1	Additional Insured - Mortgagee, Assignee or Receiver	49950	1 Flat	Excluded	0.000	Excluded	Included
1	Contractors - subcontracted work - in connection with renovating Vacant Buildings	91592	150,000 Per 1,000 Total Cost	Excluded	2.012	Excluded	\$302

**TOTAL PREMIUM FOR GENERAL LIABILITY COVERAGE PART:**

**\$417**

(This Premium may be subject to adjustment.) MP - minimum premium

Coverage Form(s)/Part(s) and Endorsement(s) made a part of this policy at time of issue:

**See Form EOD (01/95)**

THESE DECLARATIONS ARE PART OF THE POLICY DECLARATIONS CONTAINING THE NAME OF THE INSURED AND THE POLICY PERIOD.

Includes copyrighted material of ISO Commercial Risk Services, Inc., with its permission.

## EXCESS LIABILITY COVERAGE DECLARATIONS

Policy No. XL 1668699

Effective Date: 04/18/2025  
12:01 AM STANDARD TIME

### LIMITS OF INSURANCE

Each Occurrence Limit	\$1,000,000
Personal & Advertising Injury Limit	\$1,000,000
Products/Completed Operations Aggregate Limit	Excluded
General Aggregate Limit (other than Products/Completed Operations)	\$1,000,000

### SELF INSURED RETENTION

\$0

### LOCATION OF COVERAGE

Location	Address	Territory
PER UNDERLYING POLICY/POLICIES		

### SCHEDULE OF UNDERLYING INSURANCE ATTACHED

Coverage Form(s)/Part(s) and Endorsement(s) made a part of this policy at time of issue:

**See Form EOD (01/95)**

THESE DECLARATIONS ARE PART OF THE POLICY DECLARATIONS CONTAINING THE NAME OF THE INSURED AND THE POLICY PERIOD.

**Swiss Re Corporate Solutions America  
Insurance Corporation**  
1200 Main St. Suite 800  
Kansas City, MO 64105

<b>Policy Number</b> DIH2016120-00	<b>Policy Term</b>	
	<b>From:</b>	<b>To:</b>
	4/18/2025	4/18/2026
<b>12:01 A.M. Standard Time at the Address of the Insured Assigned here</b>		

Transaction: New		
Named Insured and Mailing Address	Producer	
Amy M Lacouture 32 Harbour Pointe Dr Lincolnvile, ME 04849	Producer Code: 06014-00 Maritime Program Group 1117 Elm Street Manchester, NH 03101	
Business Description: Builders Risk	Class Code: 379	Annual Rate: VRS

### BUILDER'S RISK POLICY DECLARATIONS – SINGLE RISK

#### SCHEDULED "JOBSITE" AND DESCRIPTION OF PROPERTY COVERED:

39 Main Street, Camden, ME 04843  
Frame Builders Risk All Other

**LIMITS OF INSURANCE:** In return for the payment of the premium, and subject to the terms of this policy, "we" agree with "you" to provide the insurance and limits as stated in this policy. The most "we" will pay for loss in any one occurrence is

\$450,000 being **100%** of the Combined Catastrophe Limit shown below. The most "we" will pay for any coverage extension, supplemental coverage, or other coverage that is added to this policy by endorsement is **100%** of the amount shown in the coverage form unless a limit is shown in the "schedule of coverages" in which event the limit specified in the "schedule of coverages" would apply. When "NCP" is shown on the "schedule of coverages", it means that no coverage is provided. When "NA" is shown on the "schedule of coverages", it means that the coverage, deductible, extension, or other policy provision is not applicable.

**Combined Catastrophe Limit (Per Occurrence):** \$450,000

**If Rehabilitation and Renovation coverage is provided, the following limits apply:**

<b>EXISTING BUILDINGS LIMIT:</b>	<b>\$ 300,000</b>
<b>BUILDING MATERIALS LIMIT:</b>	<b>\$ 150,000</b>

**LOSS PAYEE / MORTGAGEE / ADDITIONAL NAMED INSURED –** In the event of loss or damage to the property described above from a Covered Cause of Loss, we will pay you and the loss payee(s) and/or mortgagee(s) and/or additional named insured listed below as the interest of each may appear: See Schedule attached (if applicable)

In return for the payment of the premium, and subject to all the terms of this policy, we agree with you to provide the insurance as stated in this policy.

**Surcharges, Taxes and Fees, if applicable:**

N/A	<b>Policy Premium</b>	<b>\$</b>	<b>\$2,310.00</b>
	<b>TRIPRA Premium</b>	<b>\$</b>	<b>\$0.00</b>
	<b>Total Policy Premium</b>	<b>\$</b>	<b>\$2,310.00</b>
	<b>Total Taxes, Fees/Surcharges</b>	<b>\$</b>	<b>\$0.00</b>
	<b>Minimum Retained Premium</b>	<b>\$</b>	<b>\$750.00</b>

This Declaration together with the policy conditions, policy forms and endorsements, stated below, if any, issued, complete the above numbered policy.

See Forms Inventory attached.

**Named Insured Representative:**

Allen Insurance and Financial - Camden, ME  
34-36 Elm Street P.O. Box 578  
Camden, ME 04843  
Producer Code: 43

**Issued Date:** 4/16/2025

# SELECTIVE

BE UNIQUELY INSURED®

ALLEN INSURANCE AND FINANCIAL  
PO BOX 578  
CAMDEN, ME 04843

Agency Phone: (800) 439-4311

NFIP Policy Number: 0005610325  
Company Policy Number: FLD5610325  
Agent: CALE PICKFORD

Payor: INSURED  
Policy Term: 04/18/2025 at time of closing - 04/18/2026 12:01 AM  
Policy Form: GENERAL PROPERTY

To report a claim visit or call us at: <https://customer.myselectiveflood.com>  
(877) 348-0552

## REVISED FLOOD INSURANCE POLICY DECLARATIONS

NATIONAL FLOOD INSURANCE PROGRAM

### DELIVERY ADDRESS

AMY M LACOUTURE  
32 HARBOUR POINTE DR  
LINCOLNVILLE, ME 04849

### INSURED NAME(S) AND MAILING ADDRESS

AMY M LACOUTURE  
32 HARBOUR POINTE DR  
LINCOLNVILLE, ME 04849

### COMPANY MAILING ADDRESS

Selective Ins. Co of New York  
PO BOX 782747  
PHILADELPHIA, PA 19178-2747

### INSURED PROPERTY LOCATION

39 MAIN ST  
CAMDEN, ME 04843-1703

### RATING INFORMATION

BUILDING OCCUPANCY: NON-RESIDENTIAL BUILDING  
NUMBER OF UNITS: N/A  
PRIMARY RESIDENCE: NO  
PROPERTY DESCRIPTION: ELEVATED WITHOUT ENCLOSURE ON POSTS, PILES OR  
PIERS, 2 FLOOR(S)  
OR NFIP CLAIMS: 0 CLAIM(S)

BUILDING DESCRIPTION: COMMERCIAL  
BUILDING DESCRIPTION DETAIL: N/A

REPLACEMENT COST VALUE: \$382,007.00  
DATE OF CONSTRUCTION: 01/01/1920

CURRENT FLOOD ZONE: AE  
FIRST FLOOR HEIGHT (FEET): 3.9  
FIRST FLOOR HEIGHT METHOD: FEMA DETERMINED

### MORTGAGEE / ADDITIONAL INTEREST INFORMATION

FIRST MORTGAGEE: FIRST NATIONAL BANK ISAOA/ATIMA  
PO BOX 3767 COPPELL, TX 75019  
SECOND MORTGAGEE:

LOAN NO: PENDING

LOAN NO: N/A

ADDITIONAL INTEREST:

LOAN NO: N/A

DISASTER AGENCY:

CASE NO: N/A  
DISASTER AGENCY: N/A

### RATE CATEGORY — RATING ENGINE

	COVERAGE	DEDUCTIBLE
BUILDING:	\$340,000	\$50,000
CONTENTS:	N/A	N/A

COVERAGE LIMITATIONS MAY APPLY. SEE YOUR POLICY FORM FOR DETAILS.

Please review this declaration page for accuracy. If any changes are needed, contact your agent.  
Notes: The "FULL RISK PREMIUM" is for this policy term only. It is subject to change annually if there is any change in the rating elements. Your property's NFIP flood claims history can affect your premium, for questions please contact your agency. "MITIGATION DISCOUNTS" may apply if there are approved flood vents and/or the machinery & equipment is elevated appropriately. To learn more about your flood risk, please visit [FloodSmart.gov/floodcosts](https://FloodSmart.gov/floodcosts).

ENDORSEMENT DATE: 04/18/2025  
ENDORSEMENT PREMIUM: \$0.00

CHANGES APPLIED TO:  
FIRST MORTGAGEE

### COMPONENTS OF TOTAL AMOUNT DUE

BUILDING PREMIUM:	\$2,444.00
CONTENTS PREMIUM:	\$0.00
INCREASED COST OF COMPLIANCE (ICC) PREMIUM:	\$46.00
MITIGATION DISCOUNT:	(\$0.00)
COMMUNITY RATING SYSTEM REDUCTION:	(\$0.00)
FULL RISK PREMIUM:	\$2,490.00
ANNUAL INCREASE CAP DISCOUNT:	(\$0.00)
STATUTORY DISCOUNTS:	(\$0.00)
DISCOUNTED PREMIUM:	\$2,490.00
RESERVE FUND ASSESSMENT:	\$448.00
HFIAA SURCHARGE:	\$250.00
FEDERAL POLICY FEE:	\$47.00
PROBATION SURCHARGE:	\$0.00
TOTAL ANNUAL PREMIUM:	\$3,235.00
PRORATA PREMIUM ADJUSTMENT:	\$0.00
ADJUSTED ANNUAL PREMIUM:	\$3,235.00

IN WITNESS WHEREOF, I have signed this policy below and enter in to this Insurance Agreement

Michael H. Lanza / Secretary

John Marchioni / Chairman & CEO

declarations page along with the Standard Flood Insurance Policy Form constitutes your flood insurance policy.

Policy issued by: Selective Ins. Co of New York

Insurer NAIC Number: 13730



File: 31763876

Page 1 of 1



DocID: 252710951

Printed 04/14/2025



JPICKFORD

## EVIDENCE OF COMMERCIAL PROPERTY INSURANCE

DATE (MM/DD/YYYY)  
4/16/2025

THIS EVIDENCE OF COMMERCIAL PROPERTY INSURANCE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE ADDITIONAL INTEREST NAMED BELOW. THIS EVIDENCE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS EVIDENCE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE ADDITIONAL INTEREST.

PRODUCER NAME, CONTACT PERSON AND ADDRESS Allen Insurance and Financial		PHONE (A/C, No, Ext): (800) 439-4311	COMPANY NAME AND ADDRESS Swiss Re Corporate Solutions America Insurance Corp. 1200 Main Street, Suite 800 Kansas City, MO 64105		NAIC NO:
CONTACT NAME:			IF MULTIPLE COMPANIES, COMPLETE SEPARATE FORM FOR EACH		
AX VC, No):	E-MAIL ADDRESS: info@allenif.com		POLICY TYPE Builders Risk/Installation		
ODE:	SUB CODE:		LOAN NUMBER 44347385		POLICY NUMBER DIH2016120-00
AGENCY CUSTOMER ID #: AMYLACO-01			EFFECTIVE DATE 4/18/2025		
AMED INSURED AND ADDRESS Amy Lacouture 32 Harbour Pointe Dr Lincolnvile, ME 04849			EXPIRATION DATE 4/18/2026		CONTINUED UNTIL TERMINATED IF CHECKED
DDITIONAL NAMED INSURED(S)			THIS REPLACES PRIOR EVIDENCE DATED:		

PROPERTY INFORMATION (ACORD 101 may be attached if more space is required) ☒ BUILDING OR ☐ BUSINESS PERSONAL PROPERTY

LOCATION / DESCRIPTION

THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS EVIDENCE OF PROPERTY INSURANCE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

COVERAGE INFORMATION	PERILS INSURED	BASIC	BROAD	<input checked="" type="checkbox"/> SPECIAL	
COMMERCIAL PROPERTY COVERAGE AMOUNT OF INSURANCE: \$ 450,000		DED. 2,500			
		YES	NO	N/A	
BUSINESS INCOME <input type="checkbox"/> RENTAL VALUE <input type="checkbox"/>					If YES, LIMIT: Actual Loss Sustained, # of months.
ET COVERAGE					If YES, indicate value(s) reported on property identified above. \$
ERRORISM COVERAGE					Attach Disclosure Notice / DEC
IS THERE A TERRORISM-SPECIFIC EXCLUSION?					
IS DOMESTIC TERRORISM EXCLUDED?					
LIMITED FUNGUS COVERAGE		X			If YES, LIMIT: 10,000 DED.
FUNGUS EXCLUSION (If "YES", specify organization's form used)					
REPLACEMENT COST		X			
GREED VALUE					
COINSURANCE		X			If YES, 100%
EQUIPMENT BREAKDOWN (If Applicable)					If YES, LIMIT: DED:
ORDINANCE OR LAW - Coverage for loss to undamaged portion of bldg					If YES, LIMIT: DED:
- Demolition Costs					If YES, LIMIT: DED:
- Incr. Cost of Construction					If YES, LIMIT: DED:
ARTH MOVEMENT (If Applicable)					If YES, LIMIT: DED:
LOAD (If Applicable)					If YES, LIMIT: DED:
WIND / HAIL INCL <input type="checkbox"/> YES <input type="checkbox"/> NO Subject to Different Provisions.					If YES, LIMIT: DED:
FAMED STORM INCL <input type="checkbox"/> YES <input type="checkbox"/> NO Subject to Different Provisions:					If YES, LIMIT: DED:
PERMISSION TO WAIVE SUBROGATION IN FAVOR OF MORTGAGE HOLDER PRIOR TO LOSS					

## CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

## ADDITIONAL INTEREST

CONTRACT OF SALE	LENDER'S LOSS PAYABLE	LOSS PAYEE	LENDER SERVICING AGENT NAME AND ADDRESS
MORTGAGEE			
Lender's Address First National Bank ISAOA/ATIMA PO Box 3767 Coppell, TX 75019			AUTHORIZED REPRESENTATIVE

# Thornton Tomasetti

B

Via email: amlacouture@icloud.com

March 17, 2025

Amy LaCouture  
c/o 39 Main Street  
Camden, Maine

RE: STRUCTURAL REPAIRS, 39 MAIN STREET, CAMDEN, MAINE  
Thornton Tomasetti Project No. 25014925

Dear Amy,

We are pleased that you have engaged Thornton Tomasetti, Inc. (TT) to review the condition of the structural elements underneath 39 Main Street, Camden, Maine and prepare repair documentation to address the deficiencies. This letter is intended to confirm our involvement in this work as detailed in our proposal dated January 21, 2025, which you signed and executed on March 14, 2025.

We understand the urgency to begin this work and address the structure's deficiencies. As such, we are scheduled to visit the site on March 20, 2025 to review the condition of the structural elements provided the river bed is dewatered to allow access to the structure.

We look forward to working with you to address the structural deficiencies at 39 Main Street.

Very truly yours,

**THORNTON TOMASETTI, INC.**



Ethan A. Rhile, P.E.  
Associate Principal

P:\ME1\Marketing\Public\Fee\_Proposals\2025\Structural\_Engineering\la\_Clients\39 MainCamden\39 Main St - TT Letter of Intent.docx



# Thornton Tomasetti

Via email: [amlacouture@icloud.com](mailto:amlacouture@icloud.com), [dalacouture@aol.com](mailto:dalacouture@aol.com)

January 21, 2025

Amy and David Couture  
c/o 39 Main Street  
Camden, Maine

**RE: PROPOSAL FOR STRUCTURAL ENGINEERING SERVICES  
STRUCTURAL REPAIRS, 39 MAIN STREET, CAMDEN, MAINE**

Dear Amy & David:

We are pleased to submit this proposal for Structural Engineering Services. Thornton Tomasetti, Inc. (TT) offers this Proposal for Structural Repairs, 39 Main Street, Camden, Maine (the Project), based on our phone conversation on January 14, 2025, and limited reports that you provided.

## I. PROJECT DESCRIPTION

We understand that structural deficiencies have been identified at 39 Main Street in Camden. Specifically, foundation elements, posts and braces underneath the structure have been found to be deteriorated. The Town of Camden has designated the building as unsafe. TT will review the condition of the structural elements underneath the building and prepare repair documentation to address the deficiencies.

We anticipate that the building's structure will be repaired in accordance with the International Existing Building Code (IEBC), as part of the Maine Uniform Building and Energy Code. The building is designated as a historic structure as part of the Camden Great Fire Historic District. Considering that the building is a Historic Building as defined by Chapter 12 of IEBC, the building is largely "grandfathered" per the code and structural repairs are only required to be made "in-kind" to address structural damage.

## II. SCOPE OF SERVICES

### Part 1: Investigation and Design

- A. Review information including drawings and prior reports about the existing buildings made available to us by the Client.
- B. Upon receipt of a fully executed agreement, prepare a letter indicating our engagement with the project and the intent to prepare the repair documentation. We understand that this letter may be provided to the Town during the February 18<sup>th</sup> Select Board meeting.
- C. Visit site to review existing structural conditions which are visible and accessible, to obtain data on existing construction, including materials, framing orientation, visible foundations and general conditions. We will measure framing elements below the building as necessary to prepare repair documentation. Client will coordinate access below the building, including coordinating dewatering below the building with the Town.

# Thornton Tomasetti

RE: PROPOSAL FOR STRUCTURAL ENGINEERING SERVICES  
STRUCTURAL REPAIRS, 39 MAIN STREET, CAMDEN, MAINE  
January 21, 2025

Page 2 of 4

- D. Prepare bullet point report identifying conditions that will be documented for repair.
- A. Prepare structural design calculations as required to inform repair documentation.
- B. Complete structural drawings including foundation piers, post and replacement framing with associated sections and details in sufficient detail to describe the design intent.
- C. Attend regularly scheduled virtual design meetings with Client and the Contractor. Our proposal is based on a maximum of three (3) meetings during this phase.
- D. Submit construction documentation to Client for approval and construction.

## Part 2: Construction Administration Phase

### E. Submittal Review

- 1. Review the contractor's required submittals for structural elements of the project. We will review one electronic copy of the submittal provided by the contractor and return one marked electronic submittal. Contractor shall be responsible to distribute reviewed and stamped submittal to the subcontractors. We will allow for two review cycles (submit/review is one cycle) for each submittal. Additional reviews are an additional service. We require fourteen (14) calendar days turnaround time on all shop drawings.
- 2. Review RFI's and construction related questions

### F. Site Visits

- 1. Provide construction site visits at intervals appropriate to the stage of construction upon request of Client and/or Contractor. We require 48 hours notice prior to attending site visits scheduled by others. Our proposal estimate is based on 3 site visits.
- 2. Prepare site visit reports.

## III. SCHEDULE

### A. Schedule

- 1. We require a fully executed proposal with unmodified terms and conditions and formal invoicing information to commence work on this project.
- 2. We anticipate scheduling site work the week of January 27, 2024, contingent upon item 1 above and access/river bed dewatering.
- 3. We anticipate that approximately 20 to 30 business days following site activities will be necessary to complete documentation.

# Thornton Tomasetti

RE: PROPOSAL FOR STRUCTURAL ENGINEERING SERVICES  
STRUCTURAL REPAIRS, 39 MAIN STREET, CAMDEN, MAINE  
January 21, 2025

Page 3 of 4

4. TT will perform our services with reasonable diligence and expediency consistent with sound professional practices in an effort to meet project schedules.

## IV. FEES

### A. Structural Engineering Services Fee

1. Part 1: We propose to provide Part 1 Scope of Services on a lump sum basis, plus reimbursable expenses. Our fee for the Part 1 Scope of Services will be **\$26,000 (TWENTY-SIX THOUSAND DOLLARS)**. We anticipate reimbursable expenses will be approximately \$200.
2. Part 2: We propose to provide Part 2 Scope of Services on a Time & Expense basis. We estimate fees will be in the range of \$12,000 to \$15,000 for this part of the work.

### B. Expenses

The following expenses are in addition to the Basic Fee and will be billed to the Client at our cost:

1. Travel, out-of-town living and related expenses, printing, courier service, and express mail.
2. Deliverables and reviewed submittals will be transferred via electronic means whenever possible. Plotting and reproductions requests by Client or Owner will be electronically forwarded to an outside reproduction facility, and the cost will be charged to the Client.
3. Fees and expenses for securing approvals of governing authorities having jurisdiction over the Project.

### C. Payment

TT will invoice the Client on a monthly cycle for fees and expenses. Payments will be due from the Client to TT within 30 days of the invoice date.

## V. QUALIFICATIONS

- A. Review and/or design for compliance with IBC for new building structures, FEMA and/or IBC flood requirements is excluded from our scope.

Thornton Tomasetti, Inc. (TT)  
Standard Conditions for Investigation and/or Design Services ("Standard Conditions")

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- (1) These Standard Conditions (including any Project-Specific conditions attached hereto), together with the TT proposal (and any written amendments thereto, including Additional Services) (collectively "Proposal") to which they are attached or in which they are incorporated by reference, shall form the Agreement between the parties. The services TT is required to perform shall be referred to as "TT's Scope of Services" or "Services". TT's Scope of Services shall be limited to those services specifically set forth in the Proposal. The "Project" is the facility, improvements and/or building described in the Proposal or if there is no such description then it shall be the facility, improvements and/or building to which TT's Scope of Services applies.
- (2) TT will perform its services in accordance with the standards of professional skill and care ordinarily exercised by other design firms performing the same services, in the same locale, acting under similar circumstances and conditions ("Standard of Care"). Notwithstanding anything in this Agreement to the contrary and subject to Paragraphs 14, 15, 16 and 17, TT shall only be liable to pay damages to Client arising out of or in connection with the Services or this Agreement, to the extent that such damages are caused by, and are in proportion to, the negligence of, or breach of the Standard of Care by, TT. If TT is considered to be liable jointly with any third parties, the portion of damages payable by TT shall be limited to the portion of liability which is attributable to TT's breach of the Standard of Care on a comparative fault basis. Client acknowledges that TT's services will be rendered without any warranty, express or implied and all such warranties are expressly waived by Client. Nothing contained in this Agreement shall create a contractual relationship with or a cause of action in favor of a third party, including the project owner (if not the Client) and any contractor, subcontractor, vendor or material supplier, against either the Client or TT.
- (3) TT shall have no responsibility for the discovery, presence, handling, removal or disposal of or exposure of persons to hazardous materials in any form in connection with the Project, including, but not limited to, asbestos, asbestos products, polychlorinated biphenyl (PCB), bacteria, mold, fungi, lead based paints or other similar materials or other toxic substances, infectious materials, or contaminants.
- (4) Notwithstanding any other provision of this Agreement or any other agreement entered into by TT with respect to the Project, TT shall not have control or charge of, and shall not be responsible for, construction means, methods, techniques, sequences or procedures, for safety precautions and programs in connection with work or activities at the project site, for the acts or omissions of any contractor, subcontractors or any other persons performing any work or undertaking any activities at the project site, or for the failure of any of them to carry out any work or perform their activities in accordance with their contractual obligations, including, but not limited to, the requirements of any drawings, specifications or other documents prepared by TT.
- (5) TT shall be deemed the author and owner of all instruments of service, including all of the reports, drawings, specifications and other documents prepared by it and its consultants (collectively "TT Documents"). TT (or its consultants) shall retain all common law, statutory and other reserved rights, including copyrights in TT Documents, whether the project for which they are made is executed or not. Contingent on the Client's full and timely payment of all sums due under this Agreement, TT grants Client a non-exclusive license to use the final and complete versions of TT Documents solely and exclusively for purposes set forth in the Proposal including, if the TT Documents are intended to be, and are identified as, "for construction" the constructing, using and maintaining, but not for altering, extending or adding to, the Project. The forgoing license does not extend to any CADD files or 3D model created by TT, unless expressly set forth in the Proposal. If TT Documents are prepared "for construction", the license granted in the preceding sentences of this Paragraph 5 permits the Client to authorize the contractor and subcontractors and material or equipment suppliers to reproduce applicable portions of TT Documents solely and exclusively for use in performing their services or construction for the Project. TT Documents shall only be used for their intended purpose, as defined in the TT Documents (or a transmittal document accompanying them) and in the Proposal. TT Documents are not to be used on other projects, for alternations, extensions or additions to this project or for completion of this project by others, except by agreement in writing and with appropriate compensation to TT. If Client is granted a license with respect to any CADD files or 3D models, Client agrees to be bound to the terms of the TT License for Use of Electronic Files and 3D Models.
- (6) The review of contractor submittals (for example, shop drawings or project samples) is not included in TT's Scope of Services unless specifically set forth in the Proposal. If such services are to be provided, the review is conducted only for the limited purpose of checking for conformance with information given and the design concept expressed in the construction drawings and specifications prepared by TT (or by others if so set forth in the Proposal) and is not conducted for the purpose of determining the accuracy and completeness of details such as dimensions and quantities or for substantiating instructions for installation or performance of equipment or systems designed by the contractor, all of which remain the responsibility of the contractor to the extent required by its contract. TT's review shall not constitute approval of safety precautions or of construction means, methods, techniques, sequences, or procedures. TT's approval of a specific item shall not indicate approval of an assembly of which the item is a component. When professional certification of performance characteristics of materials, systems or equipment is required by the drawings, specifications and other documents applicable to the contractor's obligations, TT shall be entitled to rely upon such certification to establish that the materials, systems or equipment will meet the performance criteria required by the drawings, specifications and other documents prepared by TT.

- (7) Neither site visits for any purpose nor the observation by TT of any contractor's work are included in TT's Scope of Services unless specifically set forth in the Proposal. If TT is engaged to visit the site and conduct observations of a contractor's work, TT shall provide such services at the intervals agreed with Client in writing (including if agreed with Client in writing on a full-time basis) (or if no such interval is agreed upon in writing, then at such intervals as TT deems appropriate), subject to any limitations on the number of such visits set forth in Proposal. The purpose of such observations is to become generally familiar with the progress and quality of the construction work designed by TT or described in the drawings, specifications or other documents specifically identified in the Proposal and to determine, in general, if such construction work is proceeding in accordance with such drawings, specifications or other identified documents. TT shall not be required to make exhaustive or continuous on-site inspections to check the quality or quantity of such construction work. On the basis of such on-site observations as an engineer, TT shall keep Client informed of the progress and quality of such construction work and shall endeavor to guard the Client against defects and deficiencies in such work of contractor. The furnishing of such observation services either periodically or on a full-time basis shall be subject to Paragraph 4 above and TT shall not be responsible for, the acts or omissions of the contractors, subcontractors, or any other persons performing any of the construction work or for the failure of the contractor, subcontractors or any other persons performing any work to carry out their work in accordance with their contractual obligation or other applicable documents. If TT's Scope of Services includes providing such observation services on a full-time basis, TT shall endeavor to provide further protection for the Client against defects and deficiencies in the observed work of such contractor, but the furnishing of such full-time services shall not modify the rights, responsibilities or obligations of TT as described elsewhere in this Agreement, including this paragraph.
- (8) The review and/or certification of the amounts due any contractor are not included in TT's Scope of Services unless specifically set forth in the Proposal. If such services are included in TT's Scope of Service, TT's review and/or certification and/or recommendation of any application for payment submitted by any contractor shall only constitute a representation to Client that, based on: (1) TT's observation of the construction work for which it prepared drawings and/or specifications or for which it has agreed in the TT's Scope of Services to review applications for payment by a contractor; (2) observations as set forth in Paragraph 7; and (3) the data comprising the contractor's request/application for payment, to the best of TT's knowledge, information and belief, such construction work has progressed to the point indicated in the application and that the quality of such construction work is in accordance with the applicable drawings, specifications or other documents. The foregoing representations are subject to: (i) an evaluation of such construction work for conformance with the applicable drawings, specifications and other documents upon substantial completion; (ii) results of subsequent tests and inspections; (iii) correction of minor deviations from the applicable drawings, specifications and other documents prior to completion; and (iv) specific qualifications expressed by TT. The issuance of any recommendation or certification for payment shall not be a representation that TT has: (A) made exhaustive or continuous on-site inspections to check the quality or quantity of such construction work; (B) reviewed construction means, methods, techniques, sequences or procedures; (C) reviewed copies of requisitions received from contractors or subcontractors and material suppliers and other data requested to substantiate the contractor's or subcontractor's right to payment; or (D) ascertained how or for what purpose the contractor or subcontractor has used money previously paid on account of the amounts due under any contract.
- (9) Payment to TT for Services rendered and reimbursable expenses incurred shall be due not more than thirty days after the date of the invoice submitted by TT, unless other terms are set forth in the Proposal. In the event that the Client disputes any items billed in an invoice, the Client shall notify TT within ten (10) days specifying the complaint and, in the meantime, all amounts to which there is not a reasonable and good faith dispute to payment shall be paid promptly. Any dispute not raised within such ten (10) day period is waived. The Client's failure to make timely payment due under this Agreement in accordance with the terms of this Agreement shall constitute a material breach of this Agreement and TT shall be entitled, upon seven (7) days written notice to client to terminate this Agreement or, at its option, suspend its performance until all sums then due under this Agreement have been paid. Furthermore, in the event that Client's obligation to make payment to TT is contingent on Client's receipt of payment from any individual or entity, TT shall, notwithstanding such non-payment, be entitled to suspend its performance if TT does not receive payment within thirty days of submission of its invoice to Client. Any past due payments shall accrue interest at the rate of one percent (1%) per month or part thereof, unless prohibited by law in which case interest at the maximum rate allowed by law (if any) shall accrue. TT shall be entitled to recover any and all costs incurred, including attorneys' fees, ("Collection Costs") in connection with its efforts to collect past due sums. The minimum amount of such Collection Costs is agreed to be the lesser of (1) ten percent (10%) of the past due amount or (2) the maximum amount allowed by law.
- (10) If TT is called upon by Client, or subpoenaed by any other person, to testify or produce records in an action at law, equity, arbitration, or in a pre-trial hearing or conference, as to any work performed by anyone in connection with the Project, TT shall be paid by the Client for all time spent while testifying and preparing therefor and producing such records in accordance with the rates set forth in the attached agreement.
- (11) If the project is suspended or abandoned in whole or in part for more than three months, TT shall, at its option, be permitted to terminate this Agreement upon seven (7) days written notice to Client. TT shall be compensated for all services performed and expenses incurred prior to receipt of written notice from Client of such suspension or abandonment in an amount as determined in accordance with the provisions set forth in this Agreement, together with all reasonable termination costs and expenses.



# Thornton Tomasetti

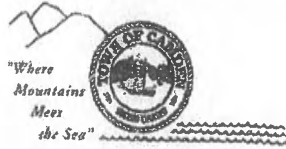
- (12) The parties agree that if Client makes an assignment for the benefit of creditors, admits in writing its inability to pay its debts as they become due, files a voluntary petition in bankruptcy, is adjudged a bankrupt or insolvent, files a petition or answer seeking for itself any reorganization, arrangement, composition, readjustment, liquidation, dissolution, or similar relief under any present or future statute, law, or regulation, files any answer admitting or not contesting the material allegations of a petition filed against Client in any such proceeding, or seeks, consents to, or acquiesces in, the appointment of any trustee, receiver, custodian or liquidator of Client or of all or any substantial part of the properties of Client, or if Client, its directors, partners, members, or shareholders, takes action to dissolve or liquidate Client, the Client shall be in default of this Agreement and TT may terminate for cause or, at TT's option, suspend performance of its obligations under this Agreement.
- (13) To the fullest extent permitted by law, the Client shall hold harmless, defend and indemnify TT and its consultants, and each of their owners, directors, officers and employees and any of their heirs, successors and assigns (collectively "TT Parties"), from and against any and all claims, suits, demands, damages, losses, judgments, payments, awards, costs and expenses (including attorneys' fees and other costs of investigation and defense) (collectively "Claims") arising, in whole or in part, out of: i) the negligence of Client or any of its partners or employees in connection with the Project; ii) any contractor(s)' negligence or breach of contract in connection with the Project or performing any work and/or supplying any materials; or iii) the negligence of any other party relative to the Project, except that, TT shall not be indemnified with respect to damages, losses, judgments and/or expenses to the extent they are caused solely by the negligence of, or breach of the Standard of Care by, TT or its consultants or any of their owners, directors, officers or employees. In addition, the Client shall hold harmless, defend and indemnify TT Parties, from and against any and all Claims arising, in whole or in part, out of: i) the use of the "fast-track" delivery method for the Project; and/or ii) the discovery, presence, handling, removal or disposal of, or exposure of persons to, any hazardous materials in any form at the Project site, including, but not limited to, asbestos, asbestos products, polychlorinated biphenyl (PCB), bacteria, mold, fungi, lead based paints or other similar materials or other toxic substances, infectious materials, or contaminants.
- (14) The Client shall cause any contractor responsible for the construction of work (or related activities) designed, specified or reviewed by TT or responsible for any other activities relating to TT's services, to hold harmless, indemnify and defend TT Parties, to the fullest extent permitted by law, from and against any and all damages, liabilities, claims, suits, costs and expenses (including reasonable attorney's fees and other costs of investigation and defense) arising in connection with the negligence, breach of contract or strict liability of any contractor or any of their subcontractors or any of their vendors. Client shall also name, and cause such contractor(s) to name, TT Parties as additional insureds on its and each such contractor's Commercial General Liability insurance policy and Umbrella/Excess liability insurance policy (with policy limits at the greater of the limits required for the project or Five Million Dollars per occurrence and in the per project aggregate) and to maintain such coverage until the completion of its contract and to provide TT with a Certificate of Insurance so naming TT as an additional insured on an annual basis for so long as Client and/or contractor maintains or is obligated to maintain such coverage.
- (15) Notwithstanding anything to the contrary provided for in this Agreement, to the extent permitted by law, it is specifically understood and agreed that there shall be no personal liability on the part of the owners, directors, officers, members, shareholders or employees of TT or any of its affiliates or its successors and assigns with respect to the Services or any of the terms, covenants, obligations and conditions of this Agreement.
- (16) Notwithstanding anything to the contrary contained in this Agreement or provided for under any applicable law, neither TT nor Client shall be liable to the other party, either in contract or in tort, for any consequential, incidental, indirect, special or punitive damages, including without limitation any delays damages, loss of future revenue, income or profits or any diminution of value, financing costs or costs of lost opportunities relating to this Agreement, the Services or the Project, whether or not the possibility of such damages has been disclosed to the other party in advance or could have been reasonably foreseen by such other party.
- (17) It is expressly understood and agreed that, to the fullest extent permitted by law and notwithstanding any other provision of this Agreement, the aggregate total of TT's liability (and the liability of its owners, directors, officers and employees, if any such liability otherwise exists) arising from any and all claims, suits, demands, damages, losses, judgments, payments, awards, and expenses relating to the Project, Services and/or this Agreement shall be limited to and in no event exceed three times the fee actually received by TT for Services rendered on the project.
- (18) The foregoing conditions are incorporated into any agreement under which services are to be performed by TT for the Client in connection with the Project. If any of the Standard Conditions or any portions thereof are adjudged null and void, it is agreed that the remaining Standard Conditions shall remain intact and be given full force and effect. These Standard Conditions shall not be construed to indemnify TT for its own negligence, if not permitted by law, or to provide for any indemnification which would, as a result thereof, make the provisions of these Standard Conditions void, or to eliminate or reduce any other indemnification or right which TT has by law.

## Portland Office Structures Group 2025 Local Billing Rates

<b>Title</b>	<b>Hourly Billing Rates</b>
ADMINISTRATIVE SUPPORT STAFF .....	\$140.00
BIM MODELER .....	\$195.00
SENIOR BIM MODELER .....	\$220.00
ENGINEER .....	\$200.00
SENIOR ENGINEER .....	\$225.00
PROJECT ENGINEER .....	\$240.00
SENIOR PROJECT ENGINEER .....	\$255.00
ASSOCIATE .....	\$270.00
SENIOR ASSOCIATE .....	\$285.00
VICE PRESIDENT.....	\$345.00
ASSOCIATE PRINCIPAL.....	\$360.00
PRINCIPAL .....	\$370.00
SENIOR PRINCIPAL .....	\$395.00

(1) Notes: Out-of-pocket expenses including, but not limited to, travel, project-specific IT or telecommunications requirements, third-party printing service, courier services, express mailings, and special consultants, will be billed at cost plus 10%

(2) Rates are effective through December 31, 2025



REQUEST TO OPEN MONTGOMERY DAM GATE APPLICATION

To the Town of Camden: The undersigned, being the David LaCature Amy LaCature  
(Owner Name, Owner's Agents Name)  
of the property located at 39 Main Street  
(Street Address) requests a permit to open the Montgomery dam gate.  
Date of Montgomery dam gate is being requested to be open 03/31/25  
(Month, Day & Year)  
Length of time the Montgomery dam gate is being requested to be open and date to be closed 4/2/25  
(Month, Day & Year to be closed)  
Reason for Montgomery dam gate opening request:  
Structural inspection / electric inspection

Date: 3/28/25 Signature: Amy LaCature  
(Applicant)  
Address: 32 Harbour Pointe Drive  
(Address of Applicant)  
Application approved & permit issued:  
Date: 3-28-25 Signed: [Signature]  
(Dam Control Agent)

Montgomery Dam Gate Opening Fee \$250.00

pd. CR # 3501



# Thornton Tomasetti

Via email: amlacouture@icloud.com

May 1, 2025

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 understand the Town of Camden is requiring that you temporarily stabilize the eastern-most end of your building at 39 Main Street in Camden, Maine, where a steel column has failed. 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.

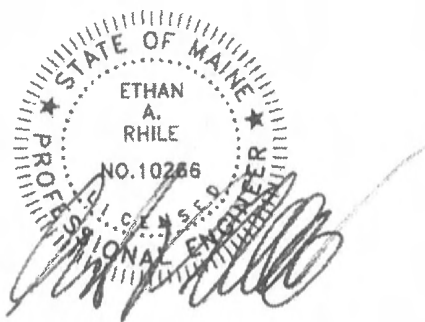
This temporary stabilization is intended to provide an alternate load path for the structure and is not intended to be a permanent repair. The temporary stabilization shall remain in place while final repair documents are prepared and will be replaced with a permanent structural repair thereafter.

Very truly yours,

**THORNTON TOMASETTI, INC.**



Ethan A. Rhile, P.E.  
Associate Principal



Attachments [Attachment A]

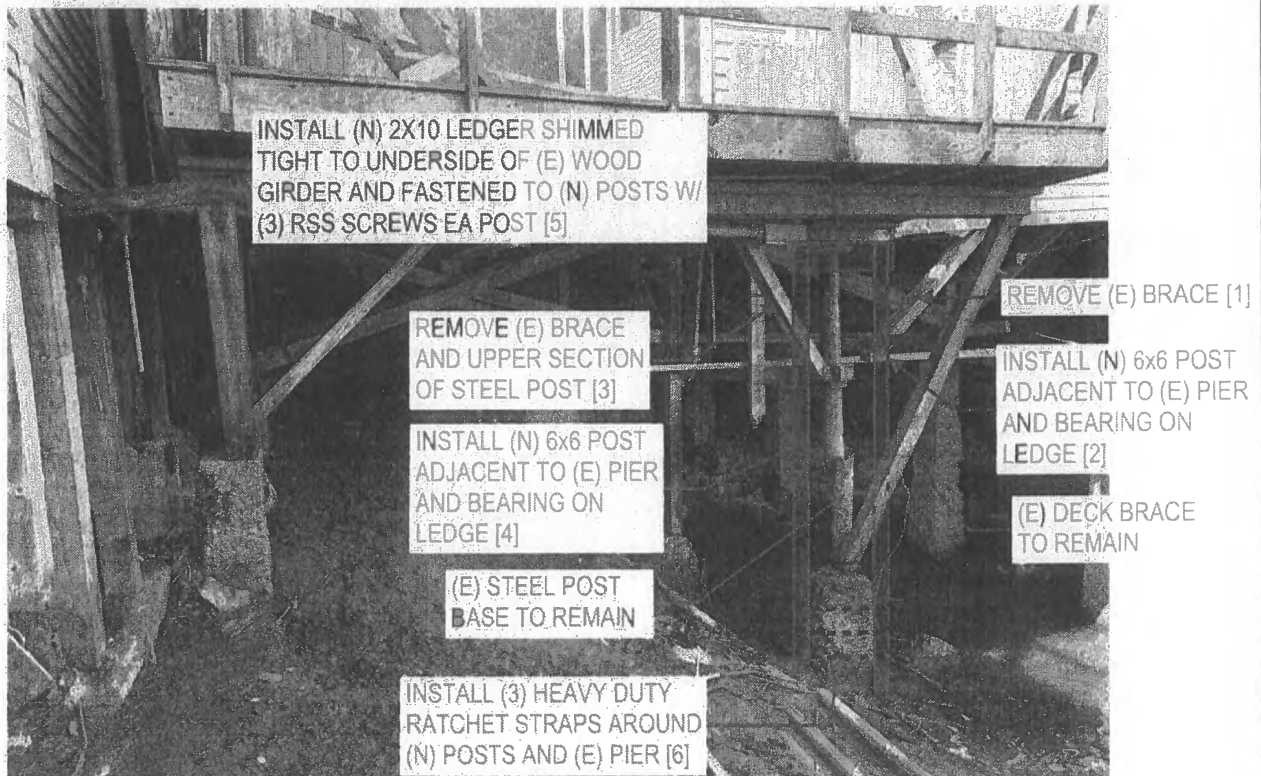
P:\ME1\Projects\25014925.01 - 39 Main St\02 Comm\2.1 Corresp\39 Main St - TT Temporary Stabilization Letter.docx

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 #:

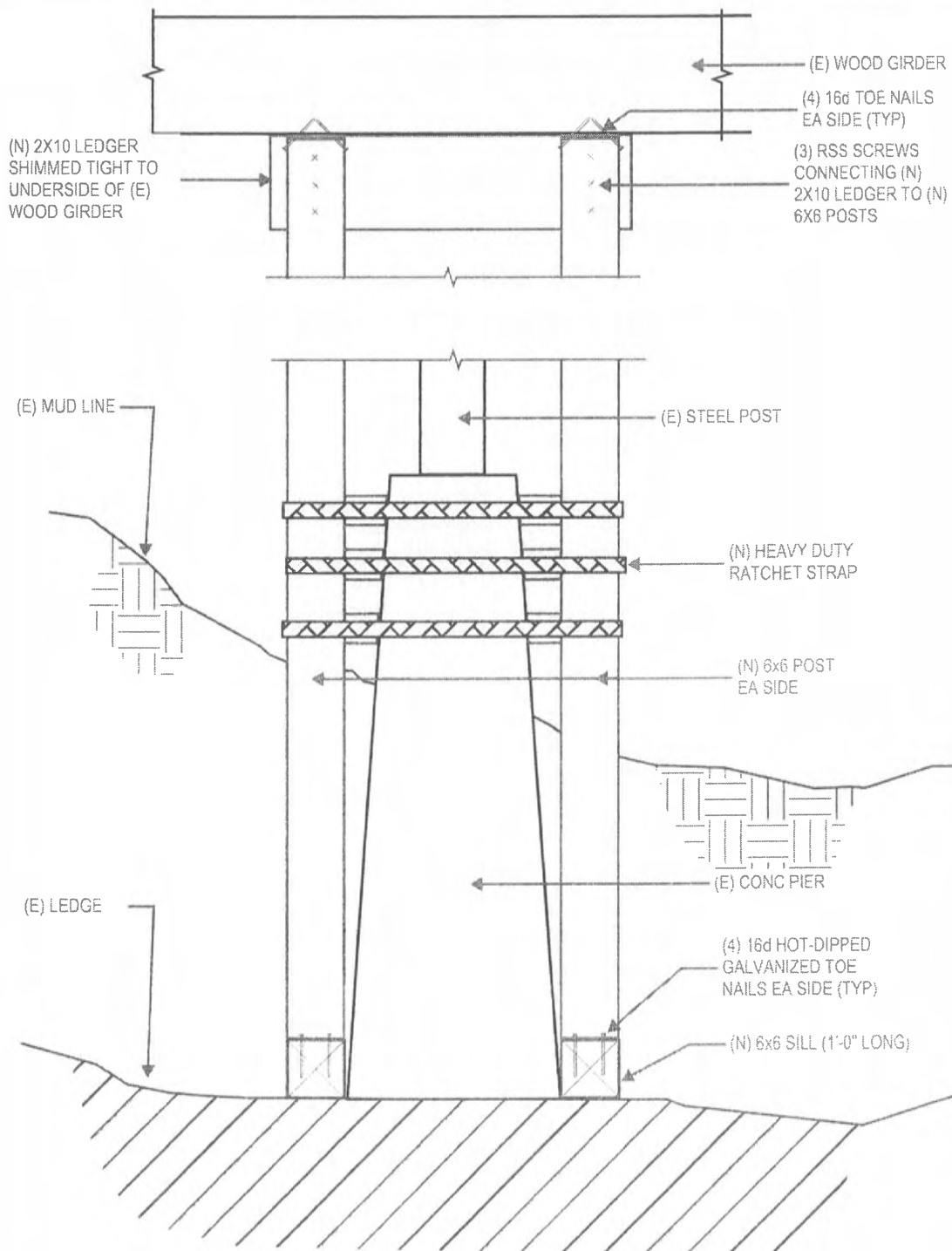


## RECOMMENDED STABILIZATION SEQUENCE:

- [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 #:

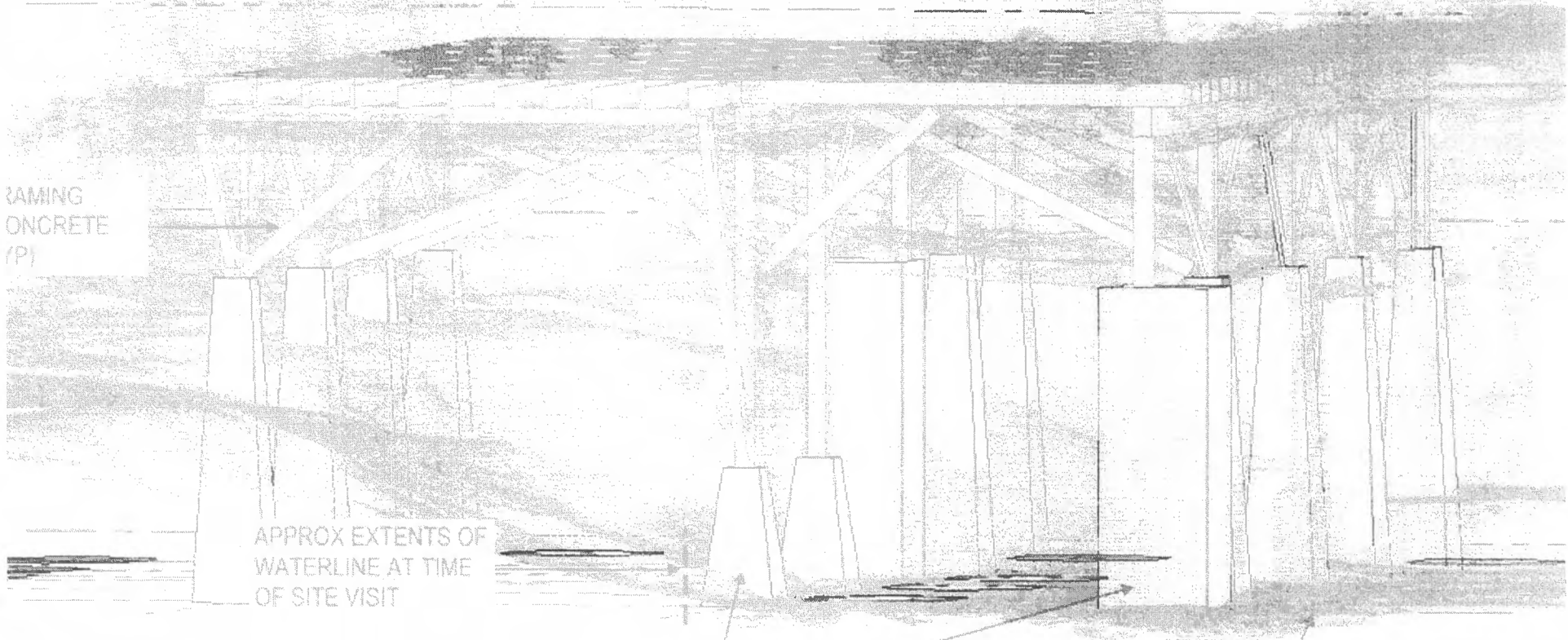


RAMING  
CONCRETE  
(P)

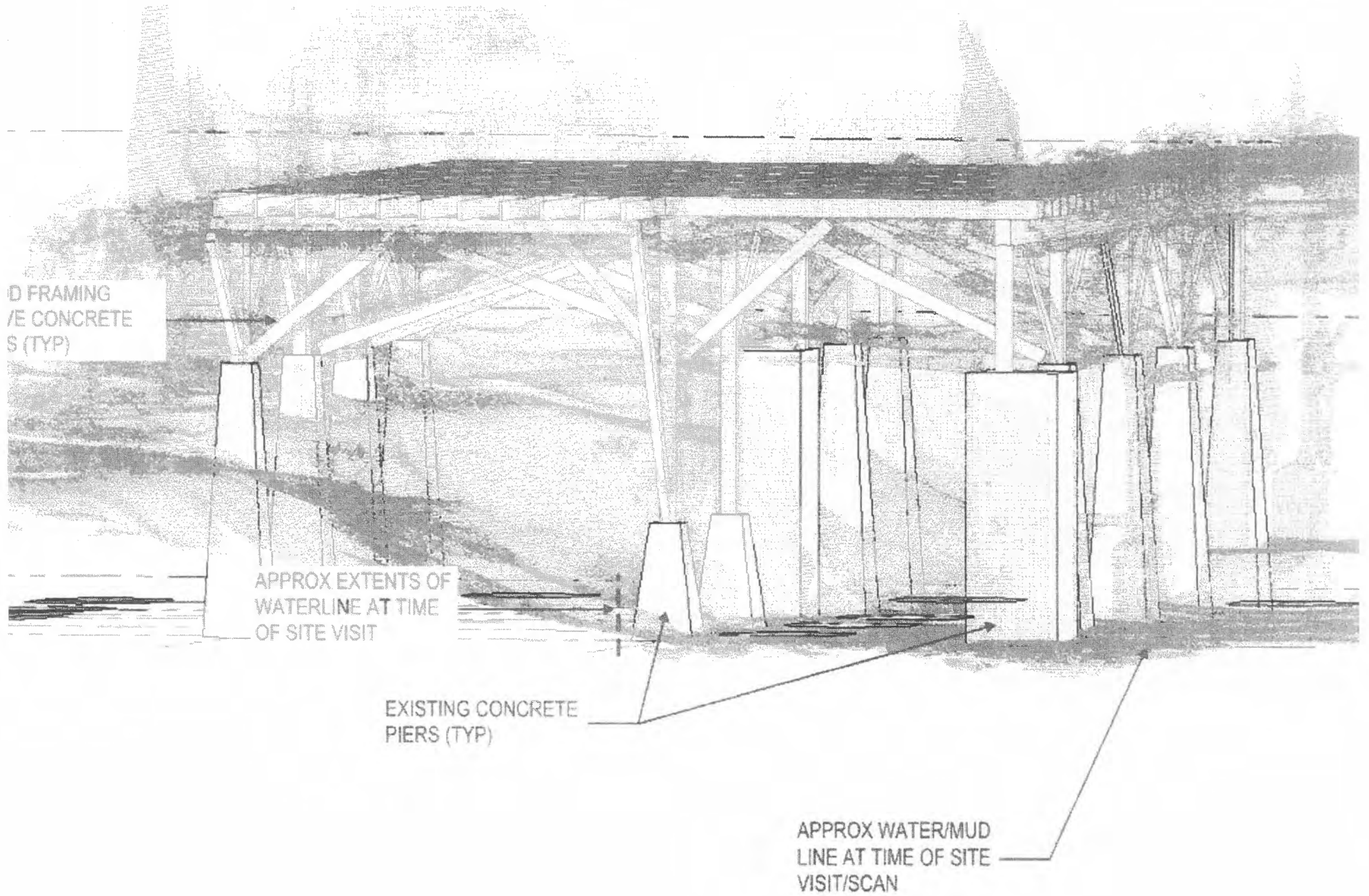
APPROX EXTENTS OF  
WATERLINE AT TIME  
OF SITE VISIT

EXISTING CONCRETE  
PIERS (TYP)

APPROX WATER/MUD  
LINE AT TIME OF SITE  
VISIT/SCAN



(0150)



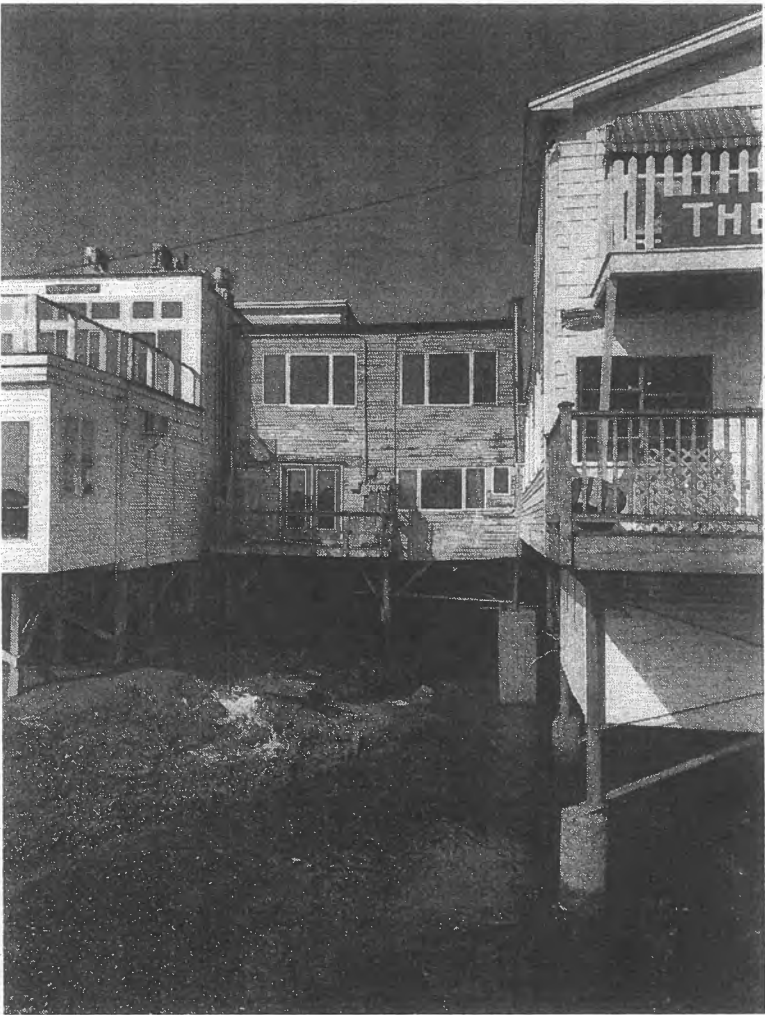
# 39 MAIN STREET STRUCTURAL REPAIRS

CAMDEN, MAINE

04 15 25

STRUCTURAL DRAWING LIST

SHEET NO	SHEET NAME
S0 SERIES: GENERAL	
S001	GENERAL NOTES
S1 SERIES: FOUNDATION AND FRAMING PLANS	
S100	FOUNDATION/ FRAMING REPAIR PLANS PLAN
SD100	DEMOLITION PLANS
SD300	DEMOLITION PHOTOS
S2 SERIES: FRAMING ELEVATIONS	
S200	FRAMING REPAIR ELEVATIONS
S201	FRAMING REPAIR ELEVATIONS
SD200	DEMOLITION FRAMING ELEVATIONS
SD201	DEMOLITION FRAMING ELEVATIONS
S3 SERIES: REPAIR DETAILS	
S300	REPAIR DETAILS I



Thornton Tomasetti  
Thornton Tomasetti, Inc.  
14 York Street, Suite 201  
Portland, ME 04101  
Tel: 207.348.8000 Fax: 207.248.1000

PRELIMINARY  
NOT FOR CONSTRUCTION

39 MAIN STREET  
STRUCTURAL  
REPAIRS  
CAMDEN, MAINE

COVER SHEET

Project No: 33377 Date: Author: Checked: Date: 07/21/23	Sheet No: S000 Scale: 01/21/23
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Copyright Thornton Tomasetti, Inc. 2023

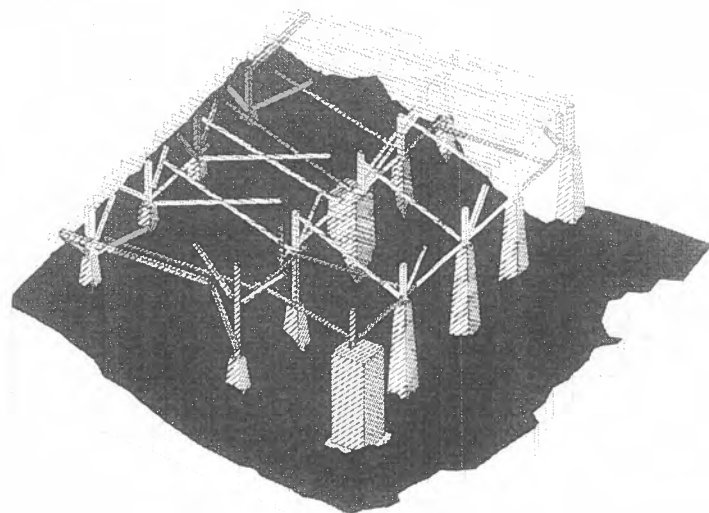




[illegible]

## DEMOLITION PLANS

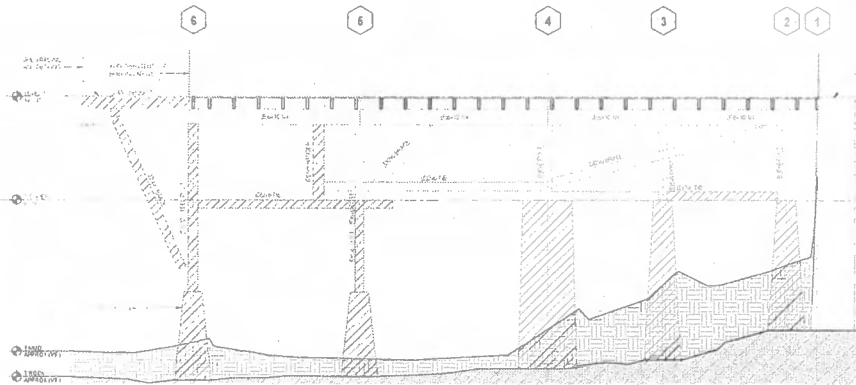
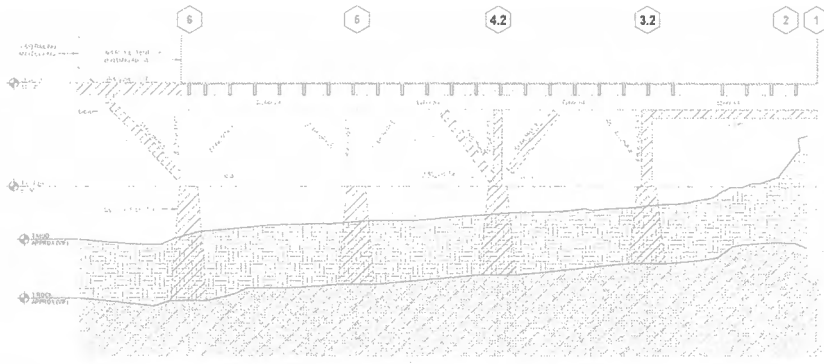
SD100

[illegible]

### 3D VIEW - DEMO

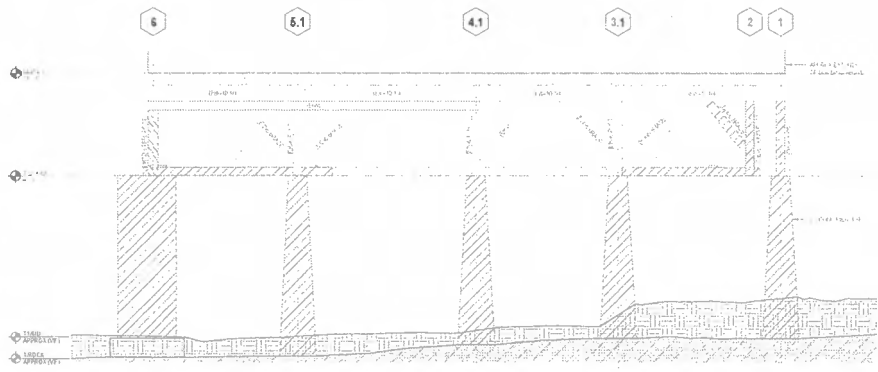






1 A-LINE FRAMING DEMO ELEVATION  
 SCALE: 1/8" = 1'-0"

2 B-LINE FRAMING DEMO ELEVATION  
 SCALE: 1/8" = 1'-0"



3 C-LINE FRAMING DEMO ELEVATION  
 SCALE: 1/8" = 1'-0"

NOTES:  
 1. ALL STRUCTURAL ELEMENTS TO BE DEMOLISHED ARE INDICATED BY HATCHING.

PRELIMINARY  
 NOT FOR CONSTRUCTION

39 MAIN STREET  
 STRUCTURAL  
 REPAIRS  
 CAMDEN, MAINE

DEMOLITION  
 FRAMING  
 ELEVATIONS

DESIGNED BY  
 JEFFREY  
 DRAWN BY  
 AUTHOR  
 CHECKED BY  
 DATE

SD200

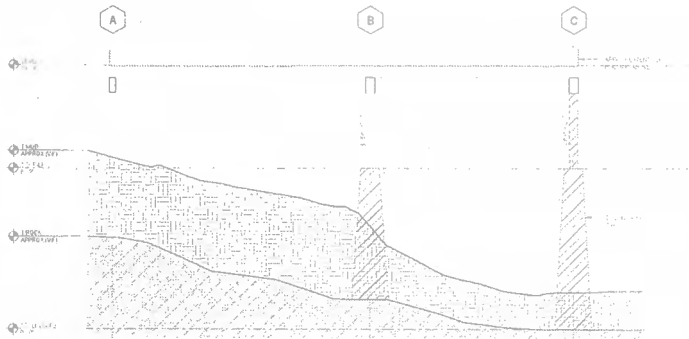
**PRELIMINARY  
NOT FOR CONSTRUCTION**

39 MAIN STREET  
STRUCTURAL  
REPAIRS  
CAMDEN, MAINE

DEMOLITION  
FRAMING  
ELEVATIONS

DESIGN  
BY  
JG  
AUTHOR  
JG  
CHECKER  
JG

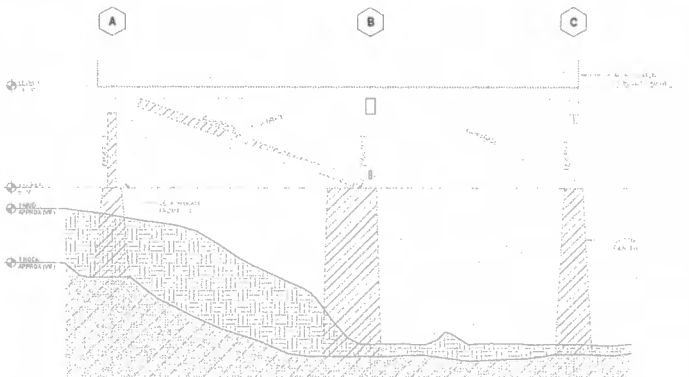
SD201



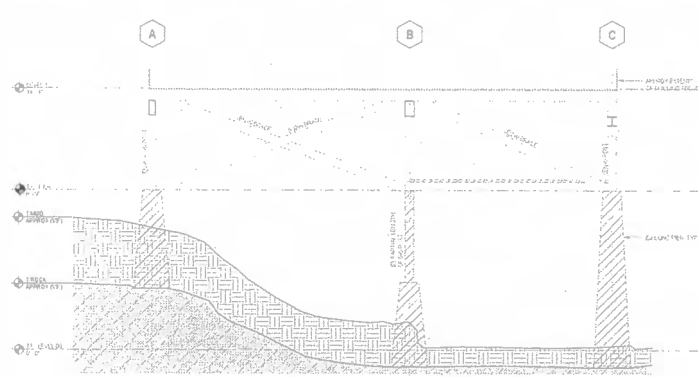
1 1/2-LINE FRAMING DEMO ELEVATION



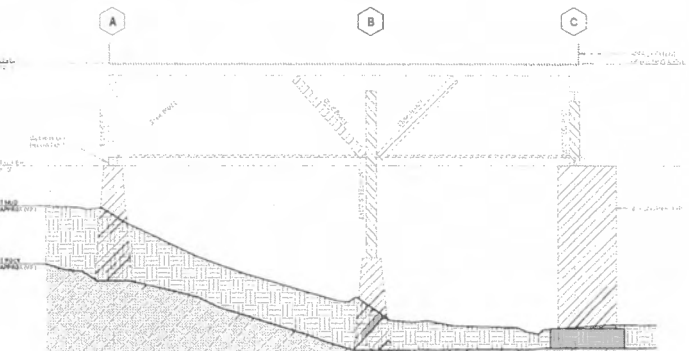
2 3/3.1/3.2-LINE FRAMING DEMO ELEVATION



3 4/4.1/4.2-LINE FRAMING DEMO ELEVATION



4 5/5.1-LINE FRAMING DEMO ELEVATION



5 6-LINE FRAMING DEMO ELEVATION



**PRELIMINARY  
NOT FOR CONSTRUCTION**

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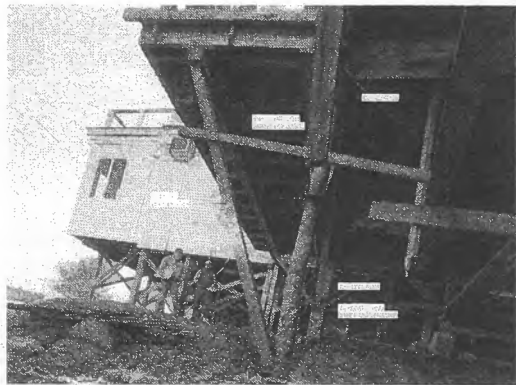
39 MAIN STREET  
STRUCTURAL  
REPAIRS  
CAMDEN, MAINE

DEMOLITION  
PHOTOS

XXXXX  
1/2" = 1'-0"  
C&M  
DT  
04/28/25

SD300

Thornton Tomasetti, Inc. 2025



1 PHOTO 1  
TOP



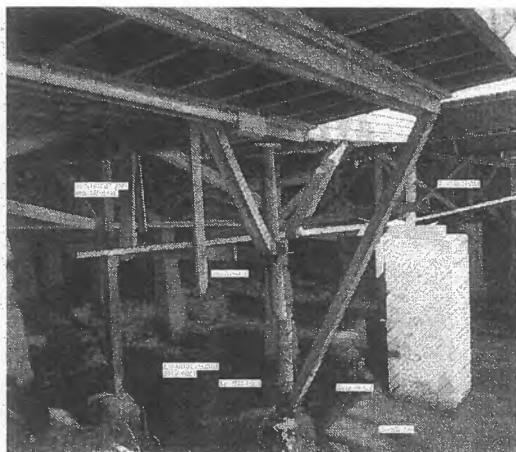
2 PHOTO 2  
N.E.T. 41



3 PHOTO 3  
N.E.T. 42



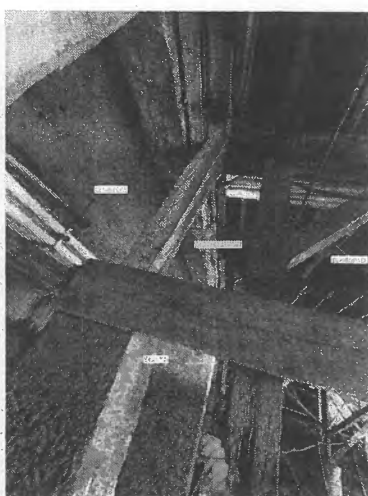
4 PHOTO 4  
TOP TO GROUND



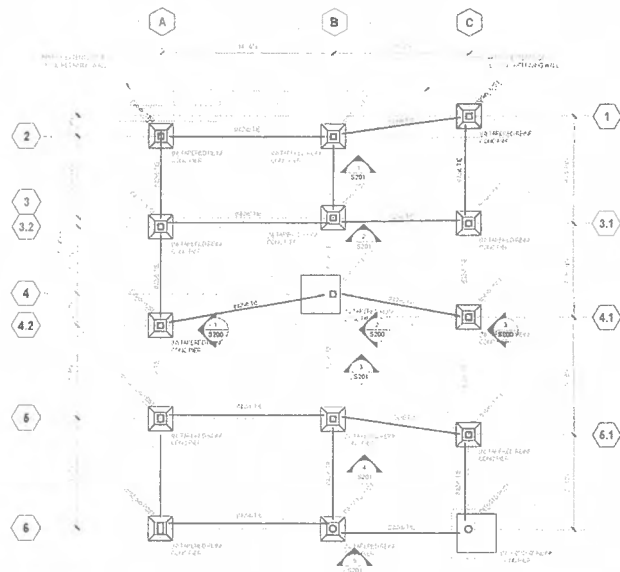
5 PHOTO 5  
TOP TO GROUND



6 PHOTO 6  
N.E.T. 43

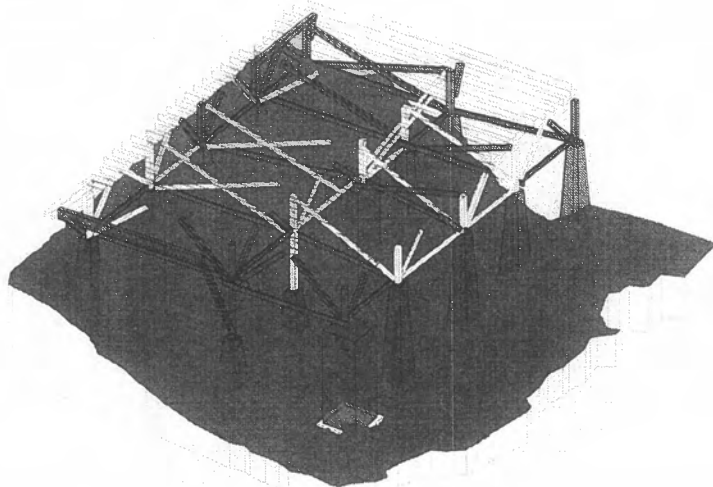


7 PHOTO 7  
N.E.T. 44

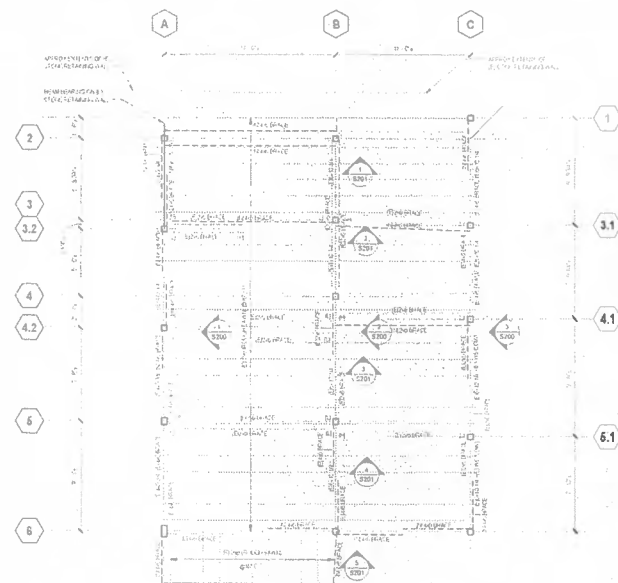


## 1 FOUNDATION PLAN

- NOTES.**
1.  $\{x, y, z\} \in \mathcal{C}_1$  if and only if  $x, y, z \in \mathcal{C}_1$  and  $x, y, z$  are not collinear. If  $x, y, z \in \mathcal{C}_1$  and  $x, y, z$  are collinear, then  $\{x, y, z\} \in \mathcal{C}_2$ .
2.  $\{x, y, z\} \in \mathcal{C}_2$  if and only if  $x, y, z \in \mathcal{C}_2$  and  $x, y, z$  are not collinear. If  $x, y, z \in \mathcal{C}_2$  and  $x, y, z$  are collinear, then  $\{x, y, z\} \in \mathcal{C}_3$ .



### 3 3D VIEW - NEW



2 LEVEL 1 - FRAMING PLAN

- NOTES**
1.  $\exists x (x \in A \wedge \forall y (y \in A \rightarrow x \in y)) \wedge \forall x (x \in A \rightarrow \exists y (y \in A \wedge x \in y))$
  2.  $\exists x (x \in A \wedge \forall y (y \in A \rightarrow x \in y)) \wedge \forall x (x \in A \rightarrow \exists y (y \in A \wedge x \in y))$
  3.  $\exists x (x \in A \wedge \forall y (y \in A \rightarrow x \in y)) \wedge \forall x (x \in A \rightarrow \exists y (y \in A \wedge x \in y))$
  4.  $\exists x (x \in A \wedge \forall y (y \in A \rightarrow x \in y)) \wedge \forall x (x \in A \rightarrow \exists y (y \in A \wedge x \in y))$
  5.  $\exists x (x \in A \wedge \forall y (y \in A \rightarrow x \in y)) \wedge \forall x (x \in A \rightarrow \exists y (y \in A \wedge x \in y))$

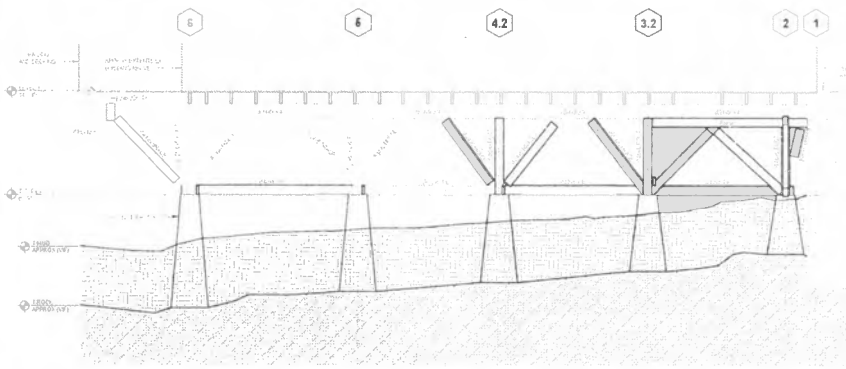
**PRELIMINARY  
NOT FOR CONSTRUCTION**

**39 MAIN STREET  
STRUCTURAL  
REPAIRS**

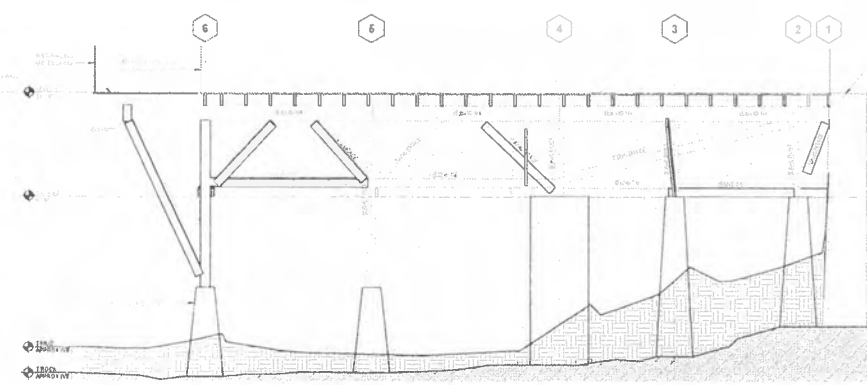
FOUNDATION/  
FRAMING REPAIR  
PLANS PLAN

Printed on  
XXXXX  
No. 1  
14" = 1'-0"  
CASH  
DT  
07/21/23

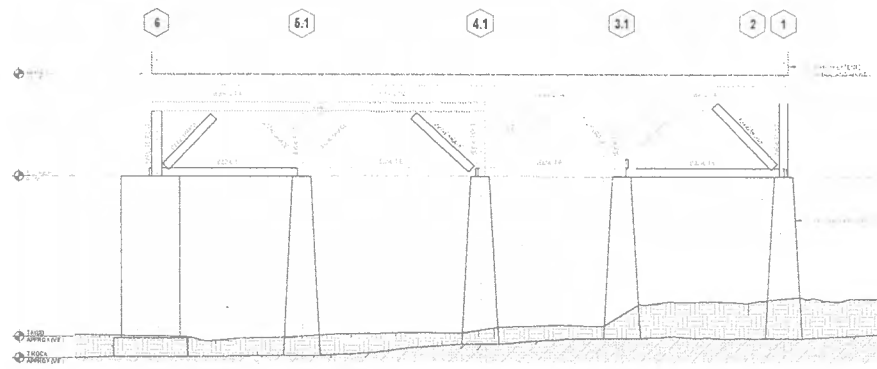
**\$100**



1 A-LINE FRAMING ELEVATION



2 B-LINE FRAMING ELEVATION



3 C-LINE FRAMING ELEVATION

**Notes:**  
 1. SEE SHEET S201 FOR PLAN  
 2. 12 GAGE STEEL BRACING, BRACING, BRACING, BRACING  
 3. BRACING, BRACING, BRACING, BRACING, BRACING, BRACING

**PRELIMINARY**  
**NOT FOR CONSTRUCTION**

39 MAIN STREET  
 STRUCTURAL  
 REPAIRS  
 CAMDEN, MAINE

FRAMING REPAIR  
 ELEVATIONS

REVISED  
 AS INDICATED  
 AUTHOR  
 CHECKER  
 001525

S200

PRELIMINARY  
NOT FOR CONSTRUCTION

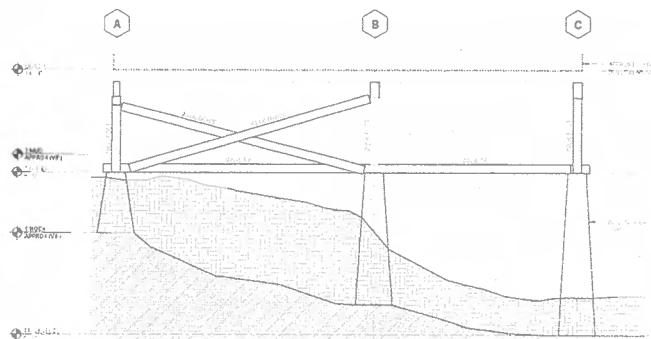
39 MAIN STREET  
STRUCTURAL  
REPAIRS  
CAMDEN, MAINE

FRAMING REPAIR  
ELEVATIONS

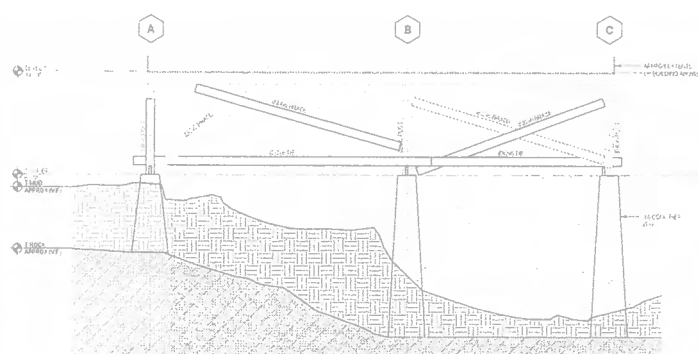
DESIGNED BY  
DATE  
AS NOTED  
AUTHOR  
CHECKED  
DATE

S201

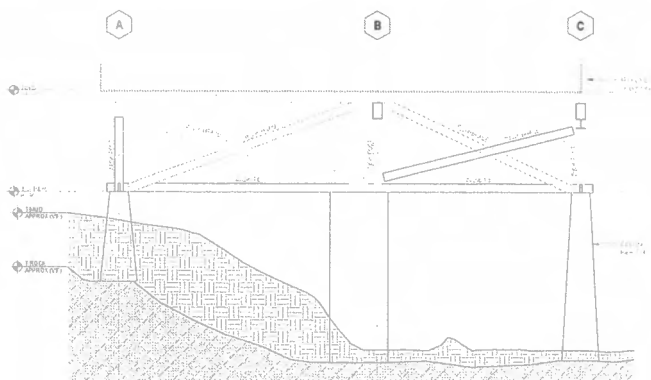
© Copyright Thornton Tomasetti, Inc. 2012



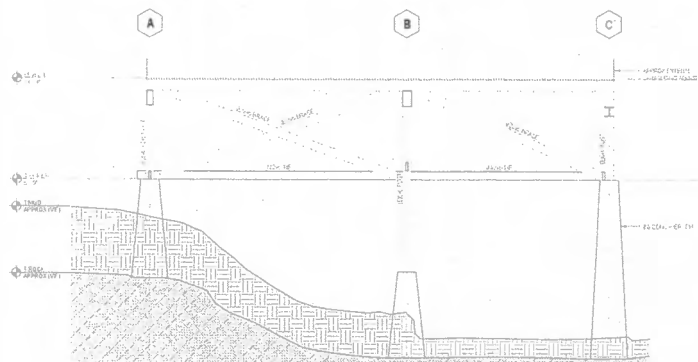
1 1/2-LINE FRAMING ELEVATION



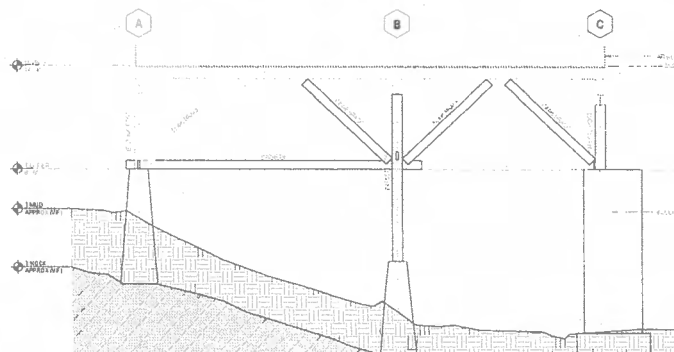
2 3/3.1/3.2-LINE FRAMING ELEVATION



3 4/4.1/4.2-LINE FRAMING ELEVATION



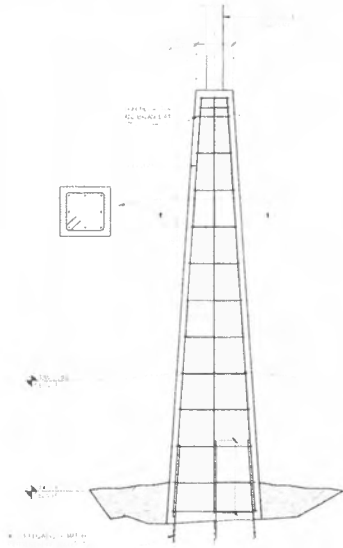
4 5/5.1-LINE FRAMING ELEVATION



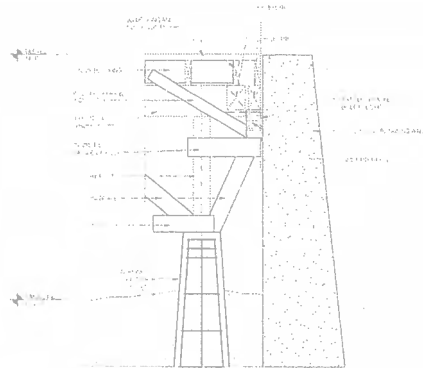
5 6-LINE FRAMING ELEVATION

**NOTES**  
1. SEE REPAIR ELEVATIONS FOR  
2. SEE REPAIR ELEVATIONS FOR  
3. SEE REPAIR ELEVATIONS FOR

PRELIMINARY  
NOT FOR CONSTRUCTION



1 TYPICAL NEW PIER ELEVATION  
SCALE: 1/4" = 1'-0"



2 DETAIL AT DEMOLISHED BRACKET  
SCALE: 3/4" = 1'-0"

39 MAIN STREET  
STRUCTURAL  
REPAIRS  
CAMDEN, MAINE

REPAIR DETAILS I

THORNTON  
TOMASETTI  
14 YORK STREET, SUITE 211  
PORTLAND, ME 04101  
TEL: 207.245.6060  
FAX: 207.245.6061

S300

Interim Order:

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:

Request:

(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.

Provided:

(c) Letter of Commitment from a qualified general contractor. Milton Higgins met with the structural engineer on site to review the site. Structural engineer(s), owners and general contractor also met via zoom to go over impressions and plan.

(cc) Estimate for : jacking supporting building

(ccc) Letter to Town to propose repair of failed pillar: at request of Jeremy Martin prior to repair.





(C)

1310 Swan Lake Ave., Swanville, ME 04915  
Telephone: 207-323-8045

Building Contractor  
3/24/2025

Higgins & Sons LLC  
Milton Higgins  
1310 Swan Lake Ave  
Swanville, ME 049815  
207-323-8045  
[higginsandsonsllc@gmail.com](mailto:higginsandsonsllc@gmail.com)

To whom it may concern,

Higgins & Sons LLC has been engaged with Dave and Amy Lacourtire as the General Contractor to perform the structural repairs at 39 Maine Street in Camden, Maine. Repairs will be made to adequately address the structural deficiencies in collaboration with the recommendations set forth by Thornton Tomasetti Engineering firm.

Thank You

Milton Higgins

A handwritten signature in cursive script, appearing to read "Milton Higgins", written in dark ink.



(CC)

1310 Swan Lake Ave., Swanville, ME 04915  
Contractor  
Telephone: 207-323-8044

Building

4/15/2025

Estimate to:  
David & Amy LaCouture  
Lincolnville ME 04948

Estimate for:  
Jacking and supporting Building in Camden

Cost to pour 15 concrete piers to replace existing piers	30,000.00
--	-----------

Cost to remove wires and receptacles under building, support the service conduit with new hangers and remove the old service riser on building.	2,800.00
---	----------

Labor and material to jack up building and replace piers posts, and Bracing on existing buildings

Material	14,000.00
Labor	12,000.00

Labor and material to replace existing deck

Material	6,000.00
Labor	7,500.00

Labor and material  
Back Siding/Trim Replace

Material	5,000.00
Labor	8,000.00

Sub total	85,300.00
-----------	-----------

10% overhead/profit	8,530.00
---------------------	----------

Total	93,830.00
-------	-----------



(ccc)

---

1310 Swan Lake Ave., Swanville, ME 04915  
Contractor  
Telephone: 207-323-8044

Building

4/15/2025

Re: 39 Main Street Camden, Maine 04849

Temporary stabilization of the back rear post which is no longer attached and causing destabilization.

Plan: Add one 6/6 post to sit centered to the pier with applied diagonal bracing on all four sides to provide temporary stabilization support until a permanent pier is constructed to replace existing pier that has failed.

(d)

Interim Order:

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:

Request:

(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.

Provided:

(d) All communication with members of DOT to meet and review premises.

Takeaway from discussions with Gerald Dostie, Senior Project Manager/Bridge Division

"FYI, the current schedule for the bridge project indicates construction will not commence until 2027 at the earliest"

"Could you provide any documentation (reports/photos/etc.) from your structural engineer indicating they have analyzed the connection and what is recommended for detachment/replacement? If you do so, I will provide to our Bridge Maintenance folks for their review and approval.

Denver,

Thank you so much for taking the time to talk with me today. As we discussed, the select board in requiring the current owner, Janis Kay and my husband and I, who are scheduled to purchase the property to meet to discuss the timeline related to the connection between the DOT bridge and 39 Main. I have included Janis Kay's power of attorney on this email to be present as well. As mentioned Wednesday's, Thursday's or Friday are good for us for a zoom call. Please let me know what works for you.

Thank You Again!  
Amy Lacouture

scheduled telephonic conference."

In addition, a structural engineer, Ethan Rhile from Thornton Tomasetti, has also been retained to look at the structure and to devise a repair plan. I spoke to the owner of the Smiling Cow and learned that they also have an attachment to the bridge and have had several meetings with you via zoom. I would like to include the structural engineer in these conversations so a solution can be found to either replace the wood bracket that is there when the building repairs take place or secure the structure and repair the existing supports and then remove the brackets during the repair process. Either way, time is of the essence and I would like to get a meeting with the CEO of Camden scheduled so I can comply with these directives from the Board of Selectman.

Best,  
Amy LaCouture

On Mar 20, 2025, at 3:42 PM, Dostie, Gerald P <Gerald.P.Dostie@maine.gov> wrote.

All,  
I am going to have to complete some more research on this before we can meet. I will have to send out a new poll with new dates once I have done so. Sorry for the confusion

Jerry Dostie  
Senior Project Manager  
Bridge Program  
  
16 State House Station  
Augusta, ME 04333-0016  
(207) 624-3457  
(207) 441-1312

-----Original Message-----

From: Dostie, Gerald P  
Sent: Thursday, March 20, 2025 11:41 AM  
To: Small, Denver <Denver.Small@maine.gov>; Hasbrouck, Joshua P <Joshua.P.Hasbrouck@maine.gov>; Joshua Olund <jolund@HNTB.com>; Amy LaCouture <amlacouture@icloud.com>; Jeremy Martin <jmartin@camdenmaine.gov>; Kevin Hall <krthienlaw@gmail.com>; cbeveridge@camdenmaine.gov  
Subject: RE: 39 Main Street Camden, Maine

I have created a Doodle Poll for folks to respond to and I will set up the meeting. A Zoom meeting was requested but do folks have the ability to join a TEAMS meeting instead?

<https://doodle.com/group-poll/participate/eg8BvJZa> : <https://doodle.com/group-poll/participate/eg8BvJZa>

Jerry Dostie  
Senior Project Manager  
Bridge Program  
  
16 State House Station  
Augusta, ME 04333-0016  
(207) 624-3457  
(207) 441-1312

-----Original Message-----

From: Small, Denver <Denver.Small@maine.gov>  
Sent: Thursday, March 20, 2025 7:29 AM  
To: Amy LaCouture <amlacouture@icloud.com>; Jeremy Martin <jmartin@camdenmaine.gov>; Kevin Hall <krthienlaw@gmail.com>  
Cc: Dostie, Gerald P <Gerald.P.Dostie@maine.gov>  
Subject: RE: 39 Main Street Camden, Maine

Thanks for your response I will be setting up the zoom meeting in the near future.  
Denver

-----Original Message-----

From: Amy LaCouture <amlacouture@icloud.com>  
Sent: Wednesday, March 19, 2025 1:52 PM  
To: Jeremy Martin <jmartin@camdenmaine.gov>; Small, Denver <Denver.Small@maine.gov>; Kevin Hall <krthienlaw@gmail.com>  
Subject: 39 Main Street Camden, Maine

EXTERNAL: This email originated from outside of the State of Maine Mail System. Do not click links or open attachments unless you recognize the sender and know the content is safe.

I had a conversation with our legal person Mark Coursey. We can set up a meeting to discuss the project but please understand that we cannot provide guidance on what you need to do but we would be more than willing to discuss our project including the schedule for which you would need to coordinate your work around.

Jerry Dostie  
Senior Project Manager  
Bridge Program

16 State House Station  
Augusta, ME 04333-0016  
(207) 624-3457  
(207) 441-1312

-----Original Message-----

From: Amy LaCouture <amlacouture@icloud.com>  
Sent: Monday, March 31, 2025 11:36 AM  
To: Dostie, Gerald P <Gerald.P.Dostie@maine.gov>  
Subject: Re: 39 Main Street Camden, Maine

EXTERNAL: This email originated from outside of the State of Maine Mail System. Do not click links or open attachments unless you recognize the sender and know the content is safe.

Thank you so much for your prompt response.

On Mar.31, 2025, at 10:37 AM, Dostie, Gerald P <Gerald.P.Dostie@maine.gov> wrote:

Ms. LaCouture,

I apologize for the delay in setting up the meeting that you had requested a week or so ago. When I initially attempted to set up this meeting, I had not realized that our legal person (who was on vacation) already had a fair amount of time involved in this process. Upon learning of this involvement, I decided it would be best to have a discussion with him prior to our meeting so that I could provide you the correct information. I believe he has returned to work today and I have sent him a request to meet with him. I am sure he is buried in emails but I will continue to seek a time to meet with him.

It appears that you are on the right track by hiring a Structural Engineer to determine what needs to occur in order for the building to be detached from the bridge in advance of the bridge project. FYI, the current schedule for the bridge project indicates construction in will not commence until 2027 at the earliest.

Jerry Dostie  
Senior Project Manager  
Bridge Program

16 State House Station  
Augusta, ME 04333-0016  
(207) 624-3457  
(207) 441-1312

-----Original Message-----

From: Amy LaCouture <amlacouture@icloud.com>  
Sent: Monday, March 31, 2025 9:02 AM  
To: Dostie, Gerald P <Gerald.P.Dostie@maine.gov>  
Cc: Small, Denver <Denver.Small@maine.gov>; Hasbrouck, Joshua P <Joshua.P.Hasbrouck@maine.gov>; Joshua Olund <jolund@HNTB.com>; Jeremy Martin <jmartin@camdenmaine.gov>; Kevin Hall <krthiarnlaw@gmail.com>; cbeveridge@camdenmaine.gov  
Subject: Re: 39 Main Street Camden, Maine

EXTERNAL: This email originated from outside of the State of Maine Mail System. Do not click links or open attachments unless you recognize the sender and know the content is safe.

Hi Jerry

I am wondering if you have had time to look this over yet. I am the potential purchaser of the property. The current owner and I have been tasked by the select board with a list of interim orders based on the dangerous building statute. I have been able to comply with the majority of these orders in order to repair the issues. One of the issues involves the DOT and states: "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 DAOT 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 understanding of the impacts the DOT's anticipated repairs may have on the Premises. Kay 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

**From:** Amy LaCouture amlacouture@icloud.com  
**Subject:** Re: 39 Main Street Camden, Maine  
**Date:** May 4, 2025 at 6:22 PM  
**To:** Dostie, Gerald P Gerald.P.Dostie@maine.gov  
**Cc:** krhthiemail@gmail.com, Jeremy Martin jmartin@camdenmaine.gov, cbeveridge@camdenmaine.gov



Gerald,

Attached are the preliminary drawings from the structural engineer that we are submitting to get started with permitting. The structural engineer addressed the bracket we are looking to remove on the last page. Please forward this to the bridge maintenance person for review. If you have any other questions feel free to reach out to Ethan Rhile the structural engineer at Thornton Tomasetti. 207-558-8867.

Thank You,  
Amy Lacouture



39 Main\_TT  
Prelimi....02.pdf

On Apr 28, 2025, at 7:33 AM, Dostie, Gerald P <Gerald.P.Dostie@maine.gov> wrote:

Could you provide any documentation (reports/photos/etc) from your structural engineer indicating they have analyzed the connection and what is recommended for detachment/replacement? If you do so, I will provide to our Bridge Maintenance folks for their review and approval.

Jerry Dostie  
Senior Project Manager  
Bridge Program

16 State House Station  
Augusta, ME 04333-0016  
(207) 624-3457  
(207) 441-1312

-----Original Message-----

From: Amy LaCouture <amlacouture@icloud.com>  
Sent: Sunday, April 27, 2025 6:52 PM  
To: Dostie, Gerald P <Gerald.P.Dostie@maine.gov>  
Cc: krhthiemail@gmail.com; Jeremy Martin <jmartin@camdenmaine.gov>; cbeveridge@camdenmaine.gov  
Subject: Re: 39 Main Street Camden, Maine

EXTERNAL: This email originated from outside of the State of Maine Mail System. Do not click links or open attachments unless you recognize the sender and know the content is safe.

Good morning,

My husband and I have closed on the 39 Main Street property in Camden, Maine. I went to meet with the planning manager Jerry Martin to discuss the bracket that is attached to the property. The structural engineer we have hired is going to address the bracket in his repair plans for the building. After reviewing the bracket, his assessment will recommend that it is corroded and does not support the current building or bridge. Jeremy Martin stated that although the town is requesting detachment from the bridge as part of the town's requirements the upcoming attestation document due May 14, 2025. I need the approval of the DOT because it is your property. Can you please give me guidance on next steps.

Best,  
Amy Lacouture

On Apr 4, 2025, at 5:27 PM, Amy LaCouture <amlacouture@icloud.com> wrote:

Hi Jerry,

I understand. The structural engineer was under the building the other day and he visualized the bracket that we are talking about. He is going to address it in his report. He said that it rusted and is not supporting the building. I am setting up this meeting at the request of the town as mentioned previously in the verbiage I provided

On Apr 4, 2025, at 3:01 PM, Dostie, Gerald P <Gerald.P.Dostie@maine.gov> wrote:

Ms. LaCouture,



Interim Order:

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:

Request:

(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.

Provided:

(e) Letter of engagement

(ee) Cost estimate to remove wires and receptacles under building, support the service conduit with new hangers and remove the old service riser on building.

(eee) explanation of services

From: Milton Higgins higginsandsonslc@gmail.com  
Subject: Higgins Lacourtire Letter.pdf  
Date: March 26, 2025 at 9:04 AM  
To: Amy LaCouture amlacouture@icloud.com

(e)



Arc Electric, LLC  
481 Town House Rd, Swanville, ME 04915  
Office: (207) 322-9288 Cell: (207) 322-4488  
[arcelectric481@gmail.com](mailto:arcelectric481@gmail.com)

March 25, 2025

Arc Electric LLC  
David Small Jr  
481 Town House Rd  
Swanville, ME 04915

RE: Dave & Amy Lacourtire

To Whom it may concern,

Arc Electric LLC has been contacted by Milton Higgins of Higgins & Sons LLC for Dave & Amy Lacourtire's project at 39 Maine Street, Camden, Maine. Repairs will be made with the recommendations set by Thornton Tomasetti Engineering Firm, following the National Electrical Code.

Thank you,

David Small Jr



(ee)

1310 Swan Lake Ave., Swanville, ME 04915  
Contractor  
Telephone: 207-323-8044

Building

4/15/2025

Estimate to:  
David & Amy LaCouture  
Lincolnvile ME 04948

Estimate for:  
Jacking and supporting Building in Camden

Cost to pour 15 concrete piers to replace existing piers 30,000.00

\* Cost to remove wires and receptacles under building, support  
the service conduit with new hangers and remove the old service  
riser on building. 2,800.00

Labor and material to jack up building and replace piers posts, and  
Bracing on existing buildings

Material	14,000.00
Labor	12,000.00

Labor and material to replace existing deck

Material	6,000.00
Labor	7,500.00

Labor and material  
Back Siding/Trim Replace

Material	5,000.00
Labor	8,000.00

Sub total 85,300.00

10% overhead/profit 8,530.00

Total 93,830.00

Arc Electric, LLC  
481 Town House Rd, Swanville, ME 04915  
Office: (207) 322-9288 Cell: (207) 322-4488  
[arcelectric481@gmail.com](mailto:arcelectric481@gmail.com)

Electrical Report: 39 Main Street, Camden, ME

May 7, 2025

I have reviewed the project and the following is a report on the present state of the 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 unconfined electrical charge if the premises shifts, drops in elevation or collapses.

The existing meter pack, on rear of 39 Main Street Building, is Fed from under the building in a conduit. Currently, this is protected with a 200A Disconnect which is located on the back deck of 35 Main Street.

The service conduit will need a couple extra support hangers.

There are a few old wires hanging underneath that will need to be removed.

I am going to be installing new panels, devices, and new interior wiring to bring up to code.

Reviewed and Signed:

David Small, Jr  
Master Electrician  
MS60013736

Interim Order:

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:

Request:

(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.

Provided:

(f) Site visit report of Jake Holmes, service manager PGWilley.  
(ff) Pipeline test report/Plot Plan  
(fff) Dig Safe Report(s) showing there are no active propane lines under the building. See Dig Safe clearance tickets.

There is no propane line running any more under the building. It was moved in 2005 and placed in the sidewalk with PGWilley and "with the assistance from the town-when they installed the new sidewalks".

Also all failsafe measures are maintained in accordance with the Maine Public Utilities Commission; Jurisdictions Liquefied Petroleum Gas Distribution Systems (JLP). The State registered account is ID #1724.

P.G. Willey & Company, Inc  
24 Bay View Street  
PO BOX E  
Camden, ME 04843  
P. 207.236.3256  
*A family business since 1899*

---

**From:** dalacouture@aol.com <dalacouture@aol.com>  
**Sent:** Saturday, March 29, 2025 5:55 AM  
**To:** Jake Holmes <Jholmes@PGWilley.com>  
**Subject:** Propane line at 39 Main Street Camden

Hi Jake,

Thank You for meeting with David and I at 39 Main Street today to review the present state of propane equipment. Can you provide me with the necessary information the town is requesting on the interim order:

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 the failsafe measures that eliminate fire hazards, explosion and release of gas".

If you could forward the report that you maintain with the State of the gas line that was placed in front of the building under the sidewalk and note when that work was completed in conjunction with the town.

If you have any questions, please let me know.

Best,  
Amy LaCouture

**Plot Plan**

From: Jake Holmes Jholmes@PGWilley.com  
Subject: RE: Propane line at 39 Main Street Camden  
Date: March 31, 2025 at 9:20 AM  
To: dalacouture@aol.com

(f)

JH

Good Morning Amy,

As was mentioned at our site visit on Friday 3/28, we maintain the gas line that runs in the sidewalk in front of that location in accordance with the **Maine Public Utilities Commission: Jurisdictional Liquefied Petroleum Gas Distribution Systems (JLP)**. The State registered account is **ID # 1724**.

This account is required to be registered with the state as it passes under a public walkway, and as the propane gas storage is located on a different property than the propane service. We are required to patrol the service quarterly, as well as perform leak checks annually. Our paperwork is inspected by the state- as it our Operation & Maintenance plan for all of our JLP accounts.

I've attached the Plot Plan for the gas line in the sidewalk in front of the property you're looking at purchasing, as well as an updated Pipeline test report from 2023 when we overhauled our JLP program.

Our records show that this gas line was placed in the sidewalk in 2005 with the assistance from the town- when they installed the new sidewalks.

I can't say for certain that there aren't any gas lines under your building, but I can confirm that the gas line that feeds Buttermilk at Marriners runs in the sidewalk on Main Street and enters directly into the basement of the Marriners Restaurant building.

I can't forward you all of the information/paperwork I have for the account (there's an entire binder), but I can make it available to the town if they need to see more.

Thanks,

**Jake Holmes**

***Service Manager***

ff

### Pipeline Test Report

OPERATING COMPANY: P.G. Willey & CO  
Testing Company: P.G.W.  
Location (Facility Name): Manners Restaurant  
Location (MPUC Facility ID #): 1724

This form must be completed in conjunction with the LP-Gas System - Verification of Maximum Allowable Operating Pressure form:

- For each section of newly installed pipe or service line, and/or
- For each service line that is disconnected from the main for any reason

#### Test Data

Type of Pipe: Copper Tube, CSST, Iron pipe  
Size of Pipe: 5/8, 1/2, 1/2 inches Length of Line: 200 ft  
Location/Segment of Line: Copper across side of porch →  
CSST under sidewalk → Iron pipe through  
basement → copper tube to 2nd stage  
regulator

Tested with: Nitrogen ☒ Air ☐ Propane Vapor ☐ Water ☐

Other (describe): \_\_\_\_\_

Time Started: 9:40 am/pm Time Ended: 9:55 am/pm

Test Pressure Start: 90 psi

Test Pressure Stop: 90 psi

Line Loss noted? Yes \_\_\_\_\_ No ☒

Reason for Line Loss: \_\_\_\_\_



Corrective Measures Taken: \_\_\_\_\_

Remarks: \_\_\_\_\_

Company Representative

R. Miller Smt

Signature: \_\_\_\_\_

Date: \_\_\_\_\_

6-20-23

Reviewed by: \_\_\_\_\_

Date: \_\_\_\_\_

(ff)

Prepared By: Howard G. Holmes Date Prepared: 11/4/05

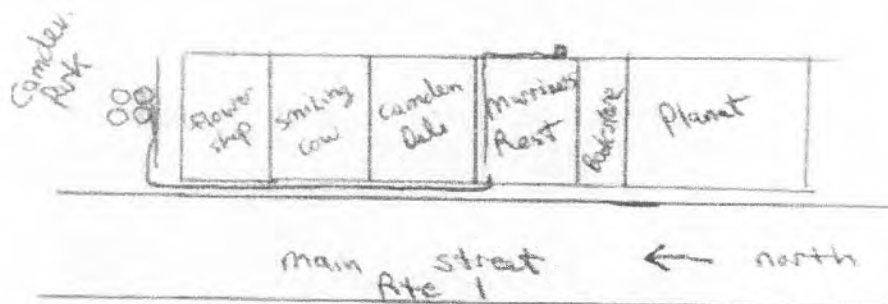
System Name: Marriners Restaurant

Location: 35 Main St. Camden, Me

(System map showing tanks, mains and service lines with tank and pipe sizes and distances, key valve locations, cathodic protection system, regulators and pressures and other utility lines)

-69.064753      44.210728      Start  
-69.064738      44.210452      end

2 - 100 gal. LP tanks  
(other tanks are other company's)



=====

To: Attn: AMY LACOUTURE  
Voice: 9797391724 Fax:  
Re: Response to Locate Request

This is a response to your 811 Locate Request.

=====

Ticket: 20251506794  
County: KNOX Place: CAMDEN  
Address: 39 MAIN ST

D101:

This is an automated response from Bullseye Utility Locating. In reference to your Dig Safe Ticket, Dead River Company, Propane Gas line has been cleared of conflict and is not buried within your specified dig area. If you believe this is an error and propane lines are buried within your dig area please call 1 800 501 1838

If you have any questions please feel free to contact us.  
1800 501 1838  
or email us at [info@bullseyelocating.com](mailto:info@bullseyelocating.com)

Thank you

=====

If you have any questions about this message please call 800-337-1399.

=====

This message was generated by an automated system. Please do not reply to this email.

Dead River

**From:** agt\_comm@irth.com  
**Subject:** Ticket 20251506794 - Response to 811 Dig Request  
**Date:** April 10, 2025 at 8:59 AM  
**To:** DALACOUTURE@AOL.COM

=====

To: Attn: AMY LACOUTURE  
Voice: 9797391724 Fax:  
Re: Response to 811 Dig Request

\* Charter Communications/Spectrum is replying to your request to locate our underground facilities, per the dig site information provided on the one call center ticket our underground plant is not in conflict.

=====

Ticket: 20251506794  
County: KNOX Place: CAMDEN  
Address: 39 MAIN ST

L1

We have determined that the information provided from the One Call center is not in conflict with our facilities.

To download attachments and related items, navigate to the URL below:  
<https://www.irth.com/IRTHNet/public/GetAttachmentDownloadAnonymous/bb4b1509-e8fb-46fc-9836-cec9c16fc3a5>

=====

If you have any questions please contact us at [DamageClaims@charter.com](mailto:DamageClaims@charter.com).

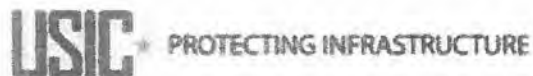
=====

This message was generated by an automated system. Please do not reply to this email.

From: dsn-notify@tickets.811tickets.com  
Subject: USIC Excavator Notification, ME: 20251506794  
Date: April 10, 2025 at 8:57 AM  
To: DALACOUTURE@aol.com DALACOUTURE@AOL.COM



Excavator Notification for tickets:  
\* 20251506794



### Ticket Status Notification

To: MY CONTRACTOR  
Email: DALACOUTURE@AOL.COM

Below lists utilities that were statused by USIC. Please note there may be other Utilities which include private facilities that may be present in the work area and are NOT the responsibility of USIC to locate or mark.

You are receiving this notification because your contact information is listed on the above ticket from the One Call System. If you have any questions regarding this notification, please contact USIC at 1-800-762-0592.

<u>Ticket</u>	<u>Address</u>
20251506794	39 MAIN ST,CAMDEN,ME

<u>Utility</u>	<u>Locate Date /</u>	<u>Status</u>	<u>Detail</u>
Charter-TIME Warner Cab	04/10/25 07:56 AM	Not Marked	Excavation Site Clear

Stay Up-to-Date with Real-Time Access to USIC's assigned Tickets through our DigCheck Pro App. You will have the flexibility to see Open and Closed Tickets, Post Locate Photos, and Street Views! There is no cost to access our DigCheck Pro App.

Sign up by emailing [DigCheck@usicllc.com](mailto:DigCheck@usicllc.com) and provide your

First Name:

Last Name:

© 2025 USIC, LLC. All rights reserved.

**From:** digsafe digsafe@irvingoil.com  
**Subject:** Re: [EXTERNAL] Regular Locate Request - 20251506794  
**Date:** April 10, 2025 at 5:35 PM  
**To:** DigSafe callcenter@digsafe.com  
**Cc:** DALACOUTURE@AOL.COM



Good Afternoon

Utility Company - Irving Energy

We do not have any UG Propane lines onsite where work is taking place.

No lines needed to be marked to Dig Safe.

**Thank you,**

Amanda Colman  
Service Compliance Coordinator  
Amanda.Colman@irvingoil.com  
Weekdays; 6am - 3pm  
Mobile: 1-603-688-0795

**Dig Safe Written response**  
**Irving Energy**



24/7 1-888-310-1924



Exactix -Dig Safe.

<https://www.digsafe.com/exactix>

---

**From:** DigSafe <callcenter@digsafe.com>  
**Sent:** Tuesday, April 8, 2025 3:48 PM  
**To:** digsafe <digsafe@irvingoil.com>  
**Subject:** [EXTERNAL] Regular Locate Request - 20251506794

---

**PAUSE - EXTERNAL SENDER**

Report Suspicious

Message is from outside our company. Review to decide if it is safe.

(DIG SAFE SYSTEM, INC - MA) 04/08/2025 15:48:01

-D101      76-I206IRVING      -L1      -M108  
-MA      -MR      -P116

\*\*\* INTERNET TICKET \*\*\*

\*\*\*\*\* REGULAR \*\*\*\*\*

TIME..15:47 DATE..04/08/2025

REQUEST NO...20251506794

STATE.....MAINE  
MUNICIPALITY..CAMDEN

ADDRESS..39  
STREET...MAIN ST

NEAREST CROSS STREET 1..US 1

PURPLE AND GREEN BUILDING BETWEEN SMILING COW AND CAMDEN DELI

-----  
NATURE OF WORK..POLE REPLACEMENT

EXTENT OF WORK  
ENTIRE PRIVATE PROPERTY

AREA IS PREMARKED..NO

-----  
START DATE.....04/11/2025 START TIME..16:00

CALLER.....AMY LACOUTURE  
TITLE.....  
RETURN CALL.....  
PHONE #      070.730.1721

17

From: noreply@digtiX.com  
Subject: Utility Locate Documentation: Ticket 20251506794  
Date: April 11, 2025 at 6:46 AM  
To: DALACOUTURE@aol.com DALACOUTURE@AOL.COM



207-852-8315  
info@centerlineutilityservices.com  
www.centerlineutilityservices.com  
PO Box 275 Bangor ME 04402 | PO Box 7236 Portland ME 04112

This enhanced positive response is powered by DigTix and sent on behalf of Centerline Utilities (centerlineutilityservices.com).

Please find attached locate documentation relating to locate request "20251506794" at address "39 MAIN Street CAMDEN, ME 04843". A summary is included below. If you have questions or concerns about this document please contact us at (207) 852-8315.

Ticket 20251506794 (MR) (CENTRAL MAINE POWER) :Marked with comments "NO PREMARKS NOTED. MARKED NO URD CMP AND CCI AT SIDEWALK"  
Ticket 20251506794 (MA) (MA CCI) :Marked with comments "NO PREMARKS NOTED. MARKED NO URD CMP AND CCI AT SIDEWALK"



**Ticket ID: 20251506794**

ONG SAFE SYSTEM, INC - MA) 0408/03/25 15:48:01

4101-330-41-MF08  
-MA 316-MR-CENPOW-P116

INTERNET TICKET

REGULAR

TIME 15:47 DATE 04/08/2025

REQUEST NO. 20251506794

STATE MAINE  
MUNICIPALITY CAMDEN

ADDRESS 39  
STREET MAIN ST

NEAREST CROSS STREET 1.15.1

PURPLE AND GREEN BUILDING BETWEEN SMILING COW AND CAMDEN DELI

NATURE OF WORK POLE REPLACEMENT

EXTENT OF WORK  
ENTIRE PRIVATE PROPERTY

AREA IS PREMARKED NO

START DATE 04/11/2025 START TIME 16:00

CALLER AMY LACOUTURE



TITLE.....  
RETURN CALL.....  
PHONE #.....479-739-1724  
FAX #.....  
ALT. PHONE #...  
EMAIL ADDRESS...DALACOUTURE@AOL.COM  
CONTRACTOR.....  
ADDRESS.....32 HARBOUR POINTE DRIVE  
CITY.....LINCOLNVILLE  
STATE.....ME  
ZIP.....04849  
EXCAVATOR DOING WORK MY CONTRACTOR

Interim Order:

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:

Request:

(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.

Provided:

(g) All communication setting up wastewater inspection

(gg) Camden Wastewater Department report with pictures to review the condition and code compliance of the existing wastewater system components exposed and visible under or that serve the premises.

Conclusions:

The sewer lateral for 39 Elm Street building was replaced in 1997 by the Town and connected into the manhole located in front of the property.

The inspection revealed that from "what we were able to inspect the sewer service for 39 Main Street appears to be in free of leaks, defects or blockages"

From: Amy LaCouture amlacouture@icloud.com  
Subject: Camden Wastewater  
Date: April 2, 2025 at 4:43 PM  
To: Jeremy Martin jmartin@camdenmaine.gov

G

AL

Good afternoon Jeremy!

As discussed at the select board meeting, contacting the Camden Wastewater Department to set up a review of the wastewater is a town function. I am writing to see who is doing this item in the attestation, number (g). We will allow access to the building and are ready to work with Camden Wastewater to ensure code compliance of the existing wastewater system components. Could you confirm that you have received this and let me know if I need to do anything else to ensure compliance of this item.

Best,

Amy Lacouture

From: Justin Gove jgove@camdenmaine.gov  
Subject: RE: Camden Wastewater  
Date: April 9, 2025 at 11:41 AM  
To: Amy LaCouture amlacouture@icloud.com, Jeremy Martin jmartin@camdenmaine.gov  
Cc: David St Laurent dstlaurent@camdenmaine.gov

G



Hello Amy,

We pulled the records on the sewer lateral for the 39 Elm Street building and confirmed that when it was replaced in 1997 it was connected into the manhole located in front of the property. Our plan is to TV inspect the line from said manhole. As such, we will not need access to the inside of the building for the inspection. We are looking to complete the inspection this week or early next week.

Regards,

Justin Gove, P.E.  
Town Engineer  
Camden, Maine  
jgove@camdenmaine.gov  
(207) 236-7955 ext. 7278

-----Original Message-----

From: Amy LaCouture <amlacouture@icloud.com>  
Sent: Tuesday, April 8, 2025 8:59 AM  
To: Jeremy Martin <jmartin@camdenmaine.gov>  
Cc: Justin Gove <jgove@camdenmaine.gov>; David St Laurent <dstlaurent@camdenmaine.gov>  
Subject: Re: Camden Wastewater

[You don't often get email from amlacouture@icloud.com. Learn why this is important at <https://aka.ms/LearnAboutSenderIdentification> ]

Hi Justin. Is there a time next week that you can put this on your schedule to be assessed. Let me know and one of us would like to be there. Also, one of the select board members keeps bringing up "sewage leaking". It is my understanding that this sewer line was replaced and redone to the individual properties when the sidewalk was completed. I would also like you to give the specifics regarding the timeline and maintenance of that. Thank you so much.

Amy LaCouture  
Sent from my iPhone

On Apr 3, 2025, at 2:53PM, Jeremy Martin <jmartin@camdenmaine.gov> wrote:

Good afternoon Amy.

Thank you for reaching out regarding the Wastewater Department's inspection of the sewer line/lateral. Justin Gove P.E. at the Wastewater Treatment Department is who you need to contact. He is copied on this email and has been brought up to speed on the need for their inspection. As part of his inspection, I am certain that they will need to camera / TV the line from the clean out. Please email Justin, again, he is copied on this email. Let me know if you have any questions. The phone number at the wastewater treatment plant is 207-236-7955

Jeremy

-----Original Message-----

From: Amy LaCouture <amlacouture@icloud.com>  
Sent: Wednesday, April 2, 2025 4:43 PM  
To: Jeremy Martin <jmartin@camdenmaine.gov>  
Subject: Camden Wastewater

(G)

JG

From: Justin Gove [jgove@camdenmaine.gov](mailto:jgove@camdenmaine.gov)  
Subject: RE: Camden Wastewater  
Date: April 22, 2025 at 8:28 AM  
To: Amy LaCouture [amlacouture@icloud.com](mailto:amlacouture@icloud.com)  
Cc: Jeremy Martin [jmartin@camdenmaine.gov](mailto:jmartin@camdenmaine.gov), David St Laurent [dstlaurent@camdenmaine.gov](mailto:dstlaurent@camdenmaine.gov)

Good morning Amy,

We were able to TV inspect the 39 Main Street sewer lateral last Wednesday. We inspected from the manhole located approximately 18' from the face of building. The attached Photo 1 shows the inside of the manhole where the 39 Main Street service connects to the public system (39 Main's service is the pipe with our yellow camera cord running into it). The adjacent active service is for the Camden Deli. From the manhole the first 8' of pipe appears to be cast iron, which transitions to PVC at about the curblin. That is consistent with the 1997 connection card (attached), which indicates that 10' of pipe was replaced with PVC, that would be the section under the sidewalk. PVC pipe continues under the building where two pipes wye into it (visible in Photo 2 and 3). We assume that those pipes are from internal plumbing drops.

From what we were able to inspect the sewer service for 39 Main Street appears to be in free of leaks, defects, or blockages.

In Camden, the property owner is responsible for their sewer lateral all the way to the connection with the main. In the case of the 39 Main Street that would be to the manhole located in the street. The Town is responsible for the sewer main and the manhole itself.

If you have any questions please let me know.

Regards,

Justin Gove, P.E.  
Town Engineer  
Camden, Maine  
[jgove@camdenmaine.gov](mailto:jgove@camdenmaine.gov)  
(207) 236-7955 ext. 7278

-----Original Message-----

From: Amy LaCouture <[amlacouture@icloud.com](mailto:amlacouture@icloud.com)>  
Sent: Monday, April 21, 2025 8:00 AM  
To: Justin Gove <[jgove@camdenmaine.gov](mailto:jgove@camdenmaine.gov)>  
Cc: Jeremy Martin <[jmartin@camdenmaine.gov](mailto:jmartin@camdenmaine.gov)>; David St Laurent <[dstlaurent@camdenmaine.gov](mailto:dstlaurent@camdenmaine.gov)>  
Subject: Re: Camden Wastewater

[You don't often get email from [amlacouture@icloud.com](mailto:amlacouture@icloud.com). Learn why this is important at <https://aka.ms/LearnAboutSenderIdentification>.]

Good morning Justin,

I wanted to let you know that David and I have closed on the property for 39 Main Street. I was wondering if you completed the inspection. If not, could you let me know when you are planning to do that, either my husband or I would like to be present. We have a civil and structural engineer working on the attestation demands and this is one of the items. If it was done, can you send me a copy of the report. I did receive your message regarding the sewer line being replaced in 1997. Am I correct in understanding that it is a town maintained line until it reaches the building connection. The town is responsible for any blockages that may have occurred as a result of the debris that occurred during the break a few months back? We are responsible for the connection directly to the building? Thank you for your help with this. I just want to be sure that I am addressing all of the requests by the town.

Best,  
Amy

On Apr 9, 2025, at 11:41 AM, Justin Gove <[jgove@camdenmaine.gov](mailto:jgove@camdenmaine.gov)> wrote:

Hello Amy,

We pulled the records on the sewer lateral for the 39 Elm Street building and confirmed that when it was replaced in 1997 it was connected into the manhole located in front of the property. Our plan is to TV inspect the line from said manhole. As such, we will not need access to the inside of the building for the inspection. We are looking to complete the inspection this week or early next week.

Regards,

Justin Gove, P.E.  
Town Engineer  
Camden, Maine  
[jgove@camdenmaine.gov](mailto:jgove@camdenmaine.gov)  
(207) 236-7955 ext. 7278

-----Original Message-----

From: Amy LaCouture <[amlacouture@icloud.com](mailto:amlacouture@icloud.com)>  
Sent: Tuesday, April 8, 2025 8:59 AM

To: Jeremy Martin <jmartin@camdenmaine.gov>  
Cc: Justin Gove <jgove@camdenmaine.gov>; David St Laurent <dstlaurent@camdenmaine.gov>  
Subject: Re: Camden Wastewater

[You don't often get email from [amlacouture@icloud.com](mailto:amlacouture@icloud.com). Learn why this is important at <https://aka.ms/LearnAboutSenderIdentification> ]

Hi Justin, Is there a time next week that you can put this on your schedule to be assessed. Let me know and one of us would like to be there. Also, one of the select board members keeps bringing up "sewage leaking". It is my understanding that this sewer line was replaced and redone to the individual properties when the sidewalk was completed. I would also like you to give the specifics regarding the timeline and maintenance of that. Thank you so much.

Amy LaCouture

Sent from my iPhone

On Apr 3, 2025 at 2:53PM, Jeremy Martin <jmartin@camdenmaine.gov> wrote:

Good afternoon Amy,

Thank you for reaching out regarding the Wastewater Department's inspection of the sewer line/lateral. Justin Gove P.E. at the Wastewater Treatment Department is who you need to contact. He is copied on this email and has been brought up to speed on the need for their inspection. As part of his inspection, I am certain that they will need to camera / TV the line from the clean out. Please email Justin, again, he is copied on this email. Let me know if you have any questions. The phone number at the wastewater treatment plant is 207-236-7955

Jeremy

-----Original Message-----

From: Amy LaCouture <amlacouture@icloud.com>

Sent: Wednesday, April 2, 2025 4:43 PM

To: Jeremy Martin <jmartin@camdenmaine.gov>

Subject: Camden Wastewater

Good afternoon Jeremy!

As discussed at the select board meeting, contacting the Camden Wastewater Department to set up a review of the wastewater is a town function. I am writing to see who is doing this item in the attestation, number (g). We will allow access to the building and are ready to work with Camden Wastewater to ensure code compliance of the existing wastewater system components.

Could you confirm that you have received this and let me know if I need to do anything else to ensure compliance of this item.

Best,

Amy Lacouture

## SANITARY SEWER SERVICE LOCATION

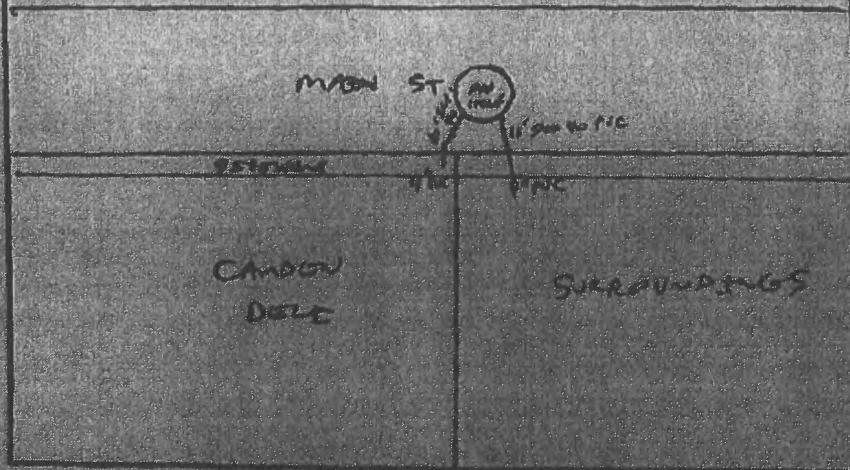
Town of Camden

Date Installed	7/27/97	Street	37 MAIN ST.
Type, Size of Service Pipe	4" C	Dwelling No	
Dept, End of Service Pipe	4'	Occupant	SPENCER PENS
Length of Pipe Laid	10'	Owner	TOM SADOWSKI
Measured By	GARY BYRNE CHW 5 PTH		

Project Contractor CHUCKS PTH  
BLOOM

LOCATION DIAGRAM

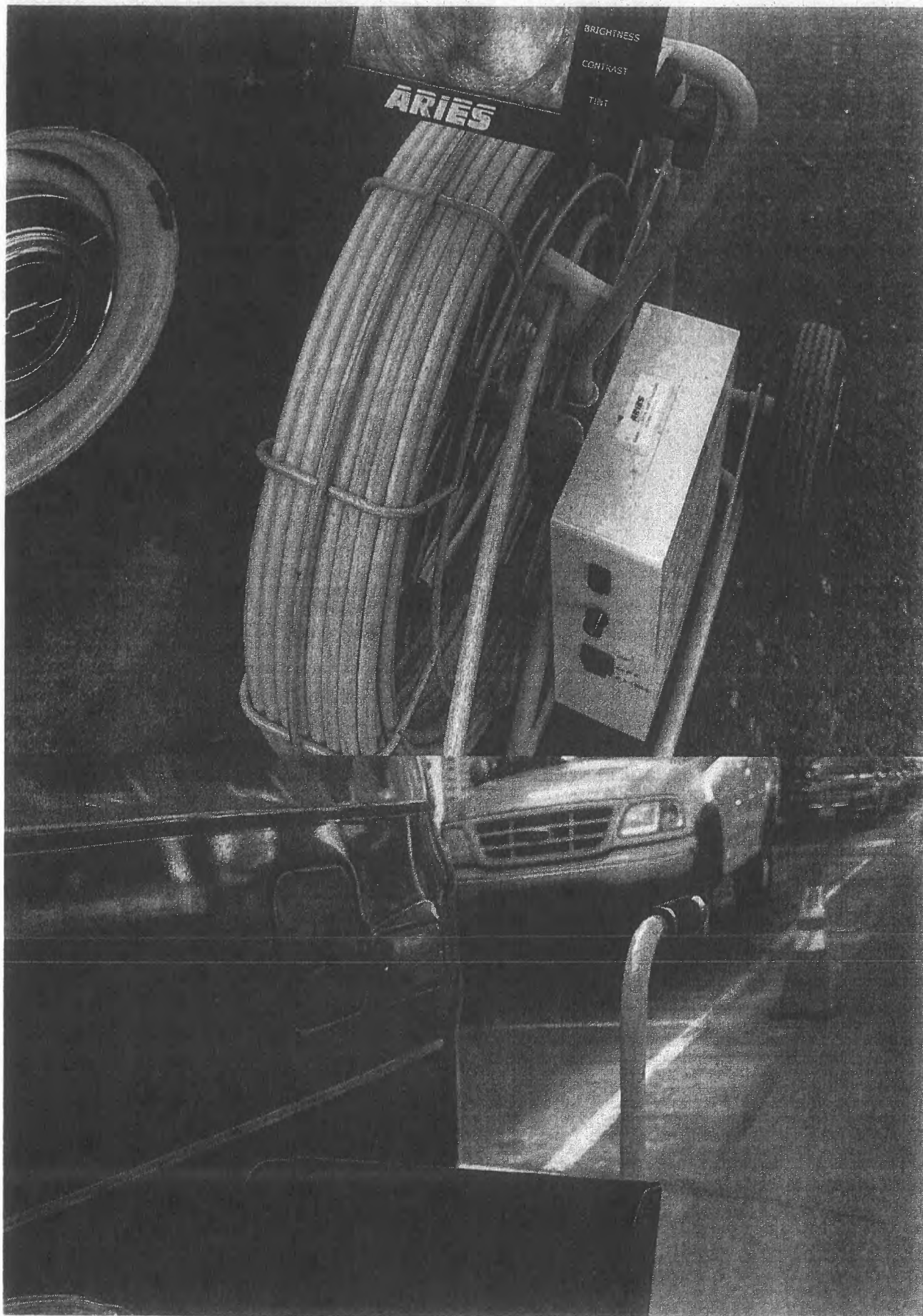




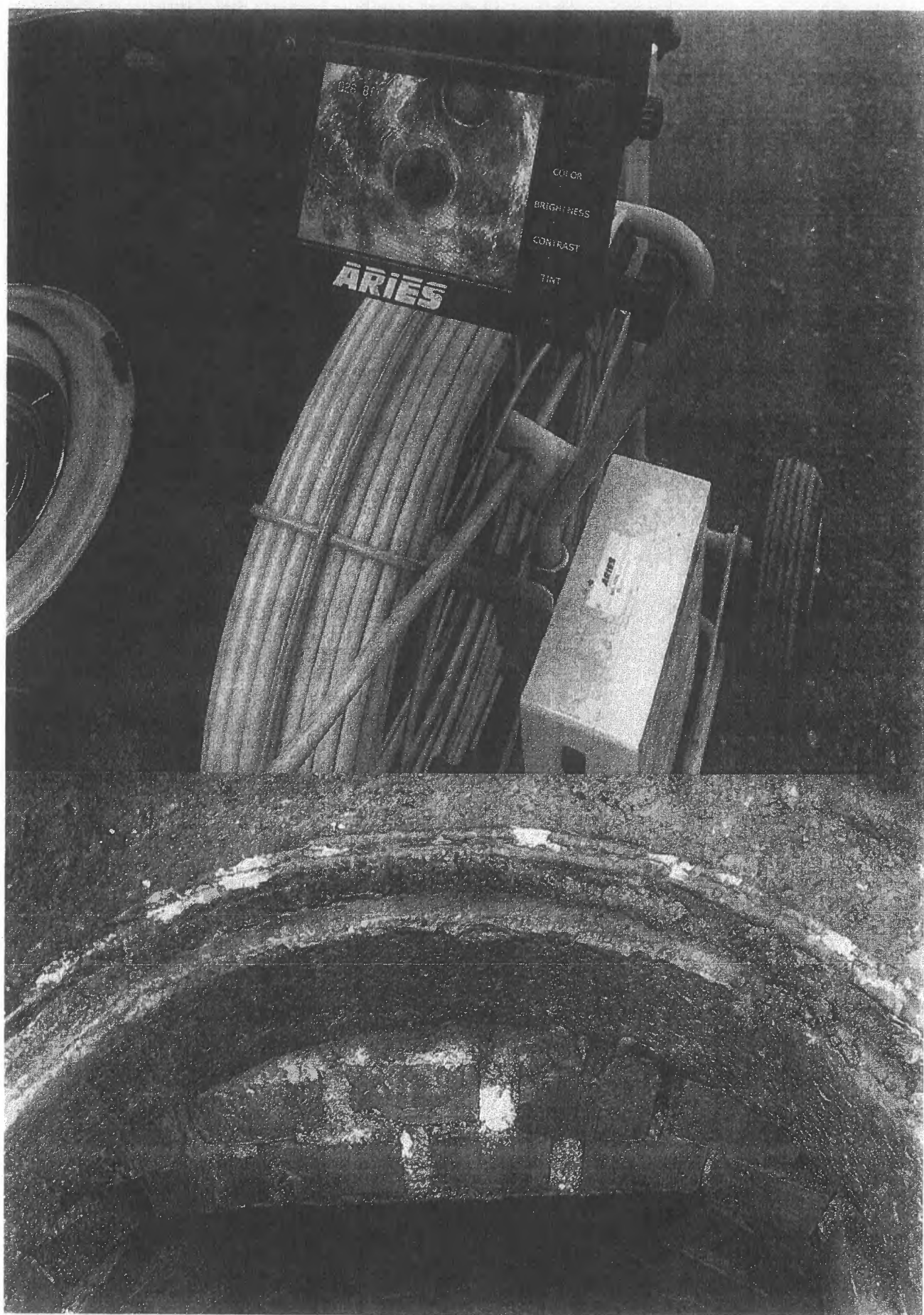
Remarks: CANDON DUE SPOTTER UNDER BRIDGING TO  
 BE WORKED IF WORKED 30 DAYS.  
 SURROUNDINGS WOULD HAVE TO  
 OWN SOME WORK AT THIS TIME.

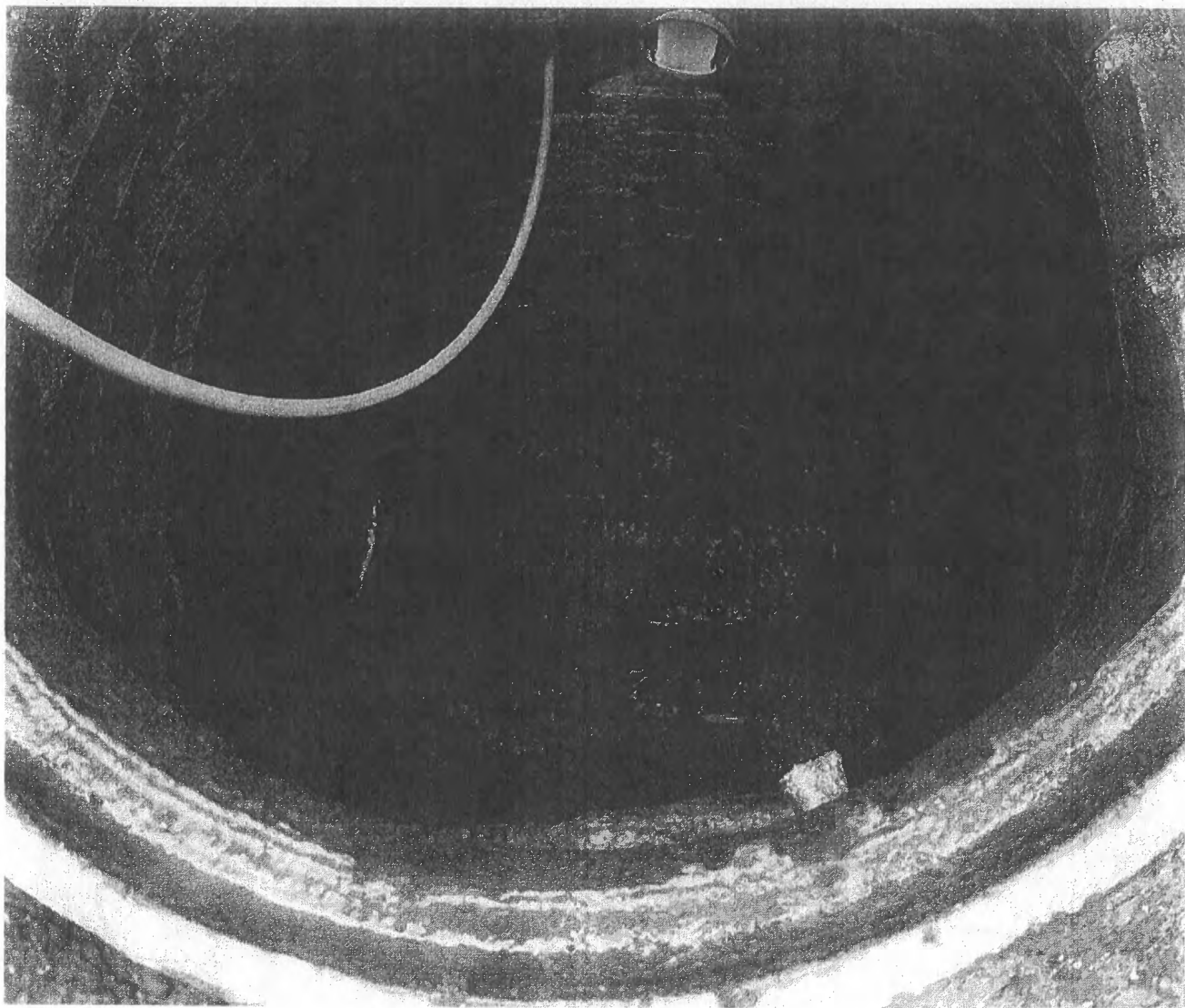
— 00 N — 0 N —











Interim Order:

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:

Request:

(h) Demonstrate that 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 LaCouture has provided evidence of sufficient liquid financial resources which would be provided to the bank as security for the 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 LaCouture as costs of repair are paid out to contractors.

Provided:

(h) The costs to replace the piers/pillars, footers and bases and any sills should be based upon the actual contract that was devised with materials by the contractor in conjunction with Thornton Tomasetti.

(hh) The First line of credit for repairs.

## Jeremy Martin

---

**From:** Amy LaCouture <amlacouture@icloud.com>  
**Sent:** Tuesday, May 13, 2025 10:11 PM  
**To:** Jeremy Martin  
**Subject:** Liquid funds

Jeremy,

I have enclosed the letter for the bank availability for 168,000 for repairs to the building. As you can see with the repair quote, this amount will more than qualify For the repairs. However, you had said 200,000. I am letting you know that I have cash liquid in my Camden National to cover the difference if needed. If another letter is needed, I will give you a account statement. However, I don't want my personal banking information available for the packet. Let me know if this is needed by the meeting and I will bring a statement greyed out.

Best,

Amy

1471 Atlantic Highway  
Waldoboro, ME 04572  
Phone: 207.832.5373 Ext: 2206  
Fax: 207.832.7813  
Email: daniel.hallinan@thefirst.com



May 2<sup>nd</sup>, 2025

Amy M LaCouture  
David LaCouture  
32 Harbour Pointe Dr  
Lincolntown, ME 04849

RE: Verification of funds

To whom it may concern:

Please accept this letter at the request of Amy LaCouture confirming that sufficient funds are readily available in relation to the property located at 39 Main Street – Camden, ME 04843 in the amount of \$168,000 held back on a construction loan that closed with First National Bank on 04/18/2025. I oversee disbursement and uses of these remaining funds which are to be used for improvements on the subject property.

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

Thank you,

A handwritten signature in black ink, appearing to read 'D. Hallinan', with a long horizontal flourish extending to the right.

Dan Hallinan  
AVP - Commercial Loan Officer

## Jeremy Martin

---

**From:** Amy LaCouture <amlacouture@icloud.com>  
**Sent:** Wednesday, May 14, 2025 12:58 PM  
**To:** Jeremy Martin; Clint Beveridge  
**Subject:** Letter for financial capacity  
**Attachments:** BR0102419920250514102816.pdf

As I mentioned in the letter, I am just adding this additional proof of funds letter from the bank to show another account that I have liquid to do repairs if needed. This is over the 200,000 required amount. Please include in packet to present to select board under financial capacity.

## Jeremy Martin

---

**From:** Amy LaCouture <[amlacouture@icloud.com](mailto:amlacouture@icloud.com)>  
**Sent:** Wednesday, May 14, 2025 4:48 PM  
**To:** Jeremy Martin  
**Subject:** Re: Letter for financial capacity

What exactly do you need. I have given the letter from The First for 168,000. The other is 50,000. You were asking for the available fund for purchase of a performance bond and construction bond in the amount of 200,000. If this is not sufficient, I need you to clarify why it isn't and give me specifics on why it isn't sufficient.

On May 14, 2025, at 2:27 PM, Jeremy Martin <[jmartin@camdenmaine.gov](mailto:jmartin@camdenmaine.gov)> wrote:

Hi Amy-

I will include this in the packet, but I would add that the interim order required the following:

"...sufficient evidence will require a letter from a qualified bond company demonstrating that you have 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 you have 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 devolving letter of credit and the amounts retained on deposit with the bank could be drawn down as costs of repair paid out to contractors "

I understand that what you provided exceeds \$200,000 which is greater than the quote from your contractor, but it is not exactly what the board has requested. Hard to say where they will end up in regard to this.

Jeremy

---

**From:** Amy LaCouture <[amlacouture@icloud.com](mailto:amlacouture@icloud.com)>  
**Sent:** Wednesday, May 14, 2025 12:58 PM  
**To:** Jeremy Martin <[jmartin@camdenmaine.gov](mailto:jmartin@camdenmaine.gov)>; Clint Beveridge <[cbeveridge@camdenmaine.gov](mailto:cbeveridge@camdenmaine.gov)>  
**Subject:** Letter for financial capacity

As I mentioned in the letter, I am just adding this additional proof of funds letter from the bank to show another account that I have liquid to do repairs if needed. This is over the 200,000 required amount. Please include in packet to present to select board under financial capacity.

**Camden National Bank**PO Box 310  
Camden ME 04843  
207-236-8821**Individual Activity Statement****David M LaCouture**  
Amy M LaCouture  
House Account  
32 Harbour Pointe Dr.  
Lincolnvile ME 04849Customer Number: [REDACTED]  
Account Number: XXXXXXXXXXXXX [REDACTED]  
Interest Rate: 0.030000 %  
Previous Statement Balance: \$30,759.18  
Average Balance: \$38,259.18

Date	Check #	Tran Code	Description	Amount	Balance
05/14/2025		209	Zelle Transfer Deposit zel* SYNERGYBEHAVIORALHEALTHSERVICESLLC JPM99b8dulhk	\$5,800.00	\$44,059.18
05/14/2025		214	Internet Banking Transfer CR Funds Transfer via Online	\$8,000.00	\$52,059.18
05/14/2025		213	Internet Banking Transfer DB Funds Transfer via Online	(\$2,000.00)	\$50,059.18

This temporary statement from Camden National Bank is not a formal statement of your account.  
These items will be reflected again on your regularly scheduled statement.

May 14, 2025

Page: 1



**Camden National Bank**  
PO Box 310  
Camden ME 04843  
207-236-8821  
**Individual Activity Statement**

**David M LaCouture**  
Amy M LaCouture  
32 Harbour Pointe Dr.  
Lincolnton ME 04849

Customer Number: [REDACTED]  
Account Number: XXXXXXXXXXXXX [REDACTED]  
Interest Rate: 0.030000 %  
Previous Statement Balance: \$10,009.19  
Average Balance: \$10,009.19

Date	Check #	Tran Code	Description	Amount	Balance
05/14/2025		213	Internet Banking Transfer DB Funds Transfer via Online	(\$8,000.00)	\$2,009.19
05/14/2025		214	Internet Banking Transfer CR Funds Transfer via Online	\$2,000.00	\$4,009.19

This temporary statement from Camden National Bank is not a formal statement of your account.  
These items will be reflected again on your regularly scheduled statement.

May 14, 2025

Page: 1

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 17

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.<sup>17</sup>

## 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



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 18

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.<sup>18</sup>

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

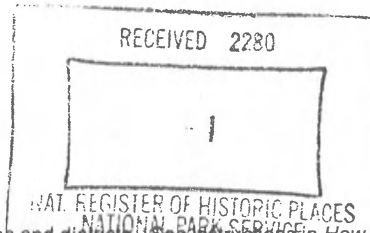
This two-story, frame, vernacular building has a flat roof and white clapboard siding. The large storefront windows in wood frames that fill the first story have a glass door recessed in the center, and there are transoms above the storefront windows and the door. The second story, which was added in 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.

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.)

Paul S. [Signature]  
Signature of certifying official/Title

11/30/06  
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]  
Signature of the Keeper

1.9.07  
Date of Action

CAMDEN GREAT FIRE HISTORIC DISTRICT

Name of Property

KNOX COUNTY, MAINE

County and State

**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

sites

structures

objects

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 19<sup>TH</sup> & 20<sup>TH</sup> CENTURY REVIVALS / Colonial Rev.LATE 19<sup>TH</sup> & EARLY 20<sup>TH</sup> 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

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## FUNCTIONS OR USE

Historic Function, continued.

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



# MEMORANDUM

**To:** Select Board

**From:** Jeremy Martin, Planning and Development Director

**Date:** May 14, 2025

**Re:** Appointment of Andrew Lowe as Alternate Code Enforcement Officer and Plumbing Inspector

---

## PURPOSE

In order to provide the necessary, timely and efficient inspection services for our customers when the Town's CEO is out of the office, I am requesting that the Select Board appoint Andrew Lowe, as an alternate Code Enforcement Officer (CEO) and alternate Local Plumbing Inspector (LPI.) Andrew is currently employed as the CEO and LPI for the Town of Rockport. Prior to that Andrew was the Assistant Fire Chief and was a certified and appointed CEO and LPI for the Town of Camden, providing back-up building and plumbing inspections for the Department.

The Town has had previous arrangements with the CEOs and LPIs from both Belfast and Rockport to provide coverage when the Town's CEO was out of the office. State law requires that in order to conduct inspections the inspector must be certified by the State and must be appointed by the Town's municipal officials and sworn in by the Town Clerk

To provide similar back-up coverage for the Town of Rockport, they are in the process of appointing Clint Beveridge as an alternate for Rockport in order to provide the same back-up coverage that we are seeking.

## RECOMMENDATION

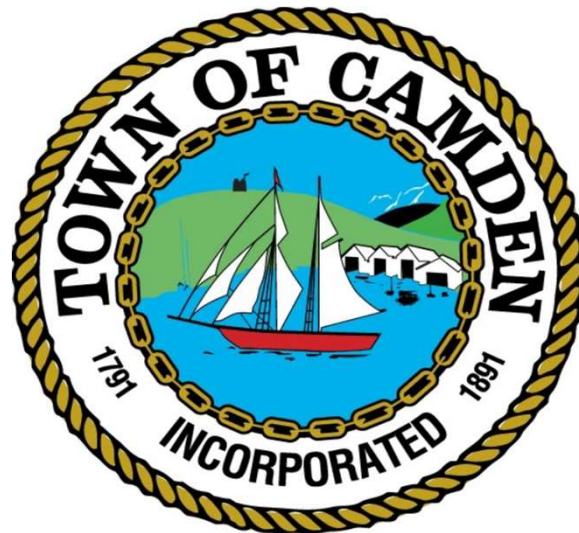
It is staff recommendation to appoint Andrew Lowe as alternate CEO and LPI for the Town of Camden.



# **TOWN OF CAMDEN, MAINE**

## **WASTEWATER DEPARTMENT**

### **FY 2025-2026 BUDGET**



**JULY 1, 2025 - JUNE 30, 2026**



**2024-2025**  
**Wastewater Revenues**

**Dept/Div: Wastewater Revenues**

		<b>FY 23</b>	<b>FY 24</b>	<b>FY 25</b>	<b>FY 25</b>	<b>FY 26</b>	<b>FY 26</b>
	<b>Account</b>	<b>Actuals</b>	<b>Actuals</b>	<b>Budget</b>	<b>YTDs</b>	<b>Proposed</b>	<b>WW Comm.</b>
91-21-01	Billed Accounts	1,951,608	2,103,221	2,242,539	1,704,653	2,431,951	-
91-21-14	Legal Fees Reimbursement	-	-	-	-	-	-
91-21-13	Laterals	-	23,530	-	2,170	-	-
91-24-15	Miscellaneous Income	133	94,189	-	4,339	-	-
91-24-16	Drain Layer Licenses	10	-	-	1,100	-	-
91-26-01	Use of Reserve	200,000	-	-	-	-	-
		<b>2,151,751</b>	<b>2,220,940</b>	<b>2,242,539</b>	<b>1,712,262</b>	<b>2,431,951</b>	<b>-</b>
						8.45%	-100.00%
						<i>Change over FY 25</i>	

91-21-01      **Billed Accounts**  
Usage Fee @ 11.80 per 100 CF

**2025-2026**  
**Wastewater Budget**

**Dept/Div: 60-01 Wastewater Administration**

			FY 23	FY 24	FY 25	FY 25	FY 26	FY 26
Account			Actuals	Actuals	Budget	YTDs	Proposed	WW Comm.
6001-	0101	Full-Time Wages	418,819	484,662	494,000	408,137	507,000	
6001-	0105	Part-Time Wages	-	-	-	-	-	
6001-	0110	Overtime Wages	7,178	3,033	6,000	3,218	6,000	
6001-	0139	Sewer Commissioners	2,500	2,500	2,500	2,500	2,500	
6001-	0501	FICA/Medicare	32,372	37,833	38,400	32,513	39,500	
6001-	0505	ICMA/MPERS	32,390	52,517	49,400	42,520	52,300	
6001-	0510	Health Insurance	126,572	143,864	162,400	122,941	169,500	
6001-	0151	Prorated TM/FD Wages	-	-	33,892	33,892	35,000	
6001-	0152	Prorated Legal Contractor	-	-	25,095	25,095	25,095	
6001-	1001	Office Supplies	4,704	3,419	3,000	1,441	2,500	
6001-	1003	Postage	-	17	150	463	100	
6001-	1004	Advertisements/Public Notices	-	-	1,200	504	1,000	
6001-	1005	Dues & Publications	2,665	1,803	2,600	2,241	2,500	
6001-	1013	Safety Equipment	3,567	2,479	4,000	1,916	3,500	
6001-	1014	Gasoline/Diesel/Oil	3,815	9,153	8,000	1,695	6,000	
6001-	1201	Auto Mileage Reimbursement	44	407	2,500	1,243	1,000	
6001-	1202	Professional Development	825	1,054	2,000	2,366	3,000	
6001-	1205	Uniforms/Clothing Allowance	1,800	2,400	2,400	2,000	2,400	
6001-	1520	Communications	10,498	15,429	14,000	12,768	14,000	
6001-	2005	Vehicles Repairs & Maintenance	1,210	1,296	2,500	2,613	2,500	
6001-	2501	General Liability Insurance	2,280	23,694	25,000	23,056	25,000	
6001-	2502	Auto/Mobile Equip Insurance	3,471	-	-	-	-	
6001-	2503	Property Insurance	13,060	-	-	-	-	
6001-	2506	Public Officials Liability	995	-	-	-	-	
6001-	2509	Unemployment	847	707	2,000	-	2,000	
6001-	2510	Workers' Compensation	14,536	18,066	13,500	11,336	13,500	
6001-	3001	Legal Fees	4,325	5,800	1,000	-	1,000	
6001-	3007	Eng & Professional Services	11,996	5,248	5,000	-	5,000	
6001-	3021	Drug Testing, Fitness Eval.	120	205	225	178	225	
6001-	3025	Audit	2,100	2,100	2,500	3,875	3,500	
6001-	3028	GIS Updates	2,948	20,126	20,000	19,924	20,000	
6001-	3041	Information Technology	9,713	19,763	21,500	15,703	31,509	
6001-	3063	Billing Service-Maine Water	31,107	31,156	30,000	28,619	36,976	
			746,457	888,731	974,762	802,757	1,014,105	-
							4.04%	-100.00%
			Change over FY 25					

**2025-2026**  
**Wastewater Budget**

- 6001- 0505 **ICMA/MPERS**  
The employer matches up to 5% for employees enrolled in ICMA.  
The employer pays 9.9% for employees enrolled in the Maine State Retirement System.
- 6001- 0510 **Health Insurance**  
Health insurance coverage per Town Personnel Policy
- 6001- 1001 **Office Supplies**  
Paper, toner, etc. Essential office and computer supplies
- 6001- 1003 **Postage**
- 6001- 1004 **Advertisements/Public Notices**
- 6001- 1005 **Dues & Publications**  
Professional memberships & publications relevant to the wastewater treatment field.
- 6001- 1013 **Safety Equipment**  
Gear required to be used when working with chemicals or hazards associated with the work being done.  
Gloves, eyewash, goggles, steel toe work boots Etc.
- 6001- 1014 **Gasoline, Diesel, Oil**  
Lubricants for all vehicles and equipment.
- 6001- 1201 **Auto Mileage Reimbursement**  
Mileage for employees to attend training sessions. Reimbursement based on rate established by IRS.
- 6001- 1202 **Professional Development**  
Training for operator certification
- 6001- 1520 **Communications**  
Funding for telephones, pagers and cell phone stipends
- 6001- 2005 **Vehicles Repairs & Maintenance**  
Covers the cost of routine maintenance and replacement parts for all Wastewater Dept. vehicles.
- 6001- 2509 **Unemployment**  
Required unemployment coverage
- 6001- 2510 **Workers' Compensation**  
Wastewater Dept. share of workers' compensation premium
- 6001- 3001 **Legal Fees**
- 6001- 3021 **Drug Testing, Fitness Eval.**

**2025-2026**  
**Wastewater Budget**

- 6001- 3025 **Audit**  
Wastewater Dept. share of annual audit services
- 6001- 3007 **Eng & Professional Services**
- 6001- 3063 **Billing Service-Maine Water**  
The Maine Water Company is contracted to provide billing services for customers of the system.
- 6001- 3028 **GIS Updates**  
Covers the cost of maintaining the Wastewater data in the Town's GIS data base.
- 6001- 3041 **Information Technology**  
Annual Licensing, Software & Support: (SCADA, General Service \$3,500, Software License \$3,500, I Fix license \$4,500), HACH Wims license \$2,754, WIN911 alarm notification \$975, Harbor digital IT support \$10,000, TV Van Camera Software \$3,500, Auto Cad license \$2,780. Total: \$31,509
- 6001- 3063 **Billing Service-Maine Water**  
Most of the bills go out in January, April, July & October as well as rebills and final bills. The number of bills we sent in 2024 for the first half of the year 3774 \* billing rate of \$4.75 for a total of \$17,926.50 and the number of bills sent in the second half of 2024 3810 \* new billing rate of \$5.00 =\$19,050.00. (\$17,926.50 + \$19,050.00 = \$36,976.50)

## 2025-2026

### Wastewater Budget

#### Dept/Div: 60-05 Sewer Plant and Collections - Operatons & Maintenance

			FY 23	FY 24	FY 25	FY 25	FY 26	FY 26
Account			Actuals	Actuals	Budget	YTDs	Proposed	WW Comm.
6005-	1006	Cleaning & Building Supplies	2,115	1,611	1,000	1,777	2,000	
6005-	1061	Chemicals	46,119	48,604	74,000	56,454	74,000	
6005-	1501	Electricity	102,075	123,983	137,000	91,749	130,000	
6005-	1505	Heating Fuel	8,128	15,752	14,000	15,795	13,000	
6005-	1510	Water/Sewer	97	2,713	5,000	1,959	3,000	
6005-	2061	Collection System Maint.	10,144	32,531	40,000	23,108	40,000	
6005-	2062	Plant Repairs & Maint.	45,375	88,942	40,000	47,176	45,000	
6005-	3029	Laboratory Services	7,108	8,282	8,000	6,337	8,000	
6005-	3062	Sludge Removal	157,451	90,815	131,680	68,474	120,000	
6005-	3160	Inspections, Discharge Fees	4,185	2,860	5,000	-	3,000	
			382,797	416,093	455,680	312,829	438,000	-
							-3.88%	-100.00%
			Change over FY 25					

**2025-2026**  
**Wastewater Budget**

**Dept/Div: 60-15 Pump Station Operations & Maintenance**

			FY 23	FY 24	FY 25	FY 25	FY 26	FY 26		
Account			Actuals	Actuals	Budget	YTDs	Proposed	WW Comm.		
6015-	1501	Electricity	79,169	69,321	80,000	59,453	80,000			
6015-	1510	Water/Sewer	1,872	1,623	2,000	1,441	2,000			
6015-	2017	Pump Station Maintenance	52,557	12,611	30,000	44,561	33,750			
6015-	3032	Trash Removal	792	18	500	40	500			
6015-	3035	Security Services	4,573	1,848	1,400	1,308	1,400			
			138,963	85,421	113,900	106,803	117,650	-		
							3.29%	-100.00%		

**2025-2026**  
**Wastewater Budget**

**Dept/Div: 60-25 Capital Improvements**

			FY 23	FY 24	FY 25	FY 25	FY 26	FY 26
Account			Actuals	Actuals	Budget	YTDs	Proposed	WW Comm.
6025-	3,653	Bay View Pump Station Awning or I	-	-	-	-	-	-
6025-	3690	Pickup Truck	-	-	-	-	-	-
6025-	3661	Mechanic Street Pipe Liner	-	-	-	-	-	-
6025-	3631	Computers	1,525	2,760	-	-	-	-
6025-	3651	Pump Station Upgrades	-	-	-	-	-	-
6025-	3652	Inflow & Infiltration Study	46,572	-	-	19,948	-	-
6025-	3670	Catch Basin	-	-	-	-	-	-
6025-	3683	Limerock/Mechanic St. Manholes	-	-	-	-	-	-
6025-	3684	Main & Grove Street Pipe/Line Repa	-	-	-	-	-	-
6025-	3685	Pearl St. Pipe/Manholes (Park to Jo	451,557	219,365	-	113,510	-	-
6025-	3686	Cobb Hill Rd. Culvert Replacement	-	-	-	-	-	-
			<b>499,654</b>	<b>222,125</b>	<b>-</b>	<b>133,458</b>	<b>-</b>	<b>-</b>
							#DIV/0!	#DIV/0!
							Change over FY 25	

**Dept/Div: 60-30 Debt Service**

			FY 23	FY 24	FY 25	FY 25	FY 26	FY 26
Account			Actuals	Actuals	Budget	YTDs	Proposed	WW Comm.
<b>Debt Service</b>								
6030-	3805	WW Upgrade Bond Principal	-	-	337,993	337,993	346,443	-
6030-	3806	WW Upgrade Bond Interest	-	642,250	304,257	304,257	295,806	-
6030-	4245	Excavator Loan Payment	5,947	5,947	5,947	5,947	5,947	-
			<b>5,947</b>	<b>648,197</b>	<b>648,197</b>	<b>648,197</b>	<b>648,196</b>	<b>-</b>
							0.00%	-100.00%
							Change over FY 25	
<b>TOTAL WASTEWATER EXPENSE</b>			<b>2,273,818</b>	<b>2,310,567</b>	<b>2,242,539</b>	<b>2,054,044</b>	<b>2,431,951</b>	<b>-</b>
							<b>8.45%</b>	<b>-100.00%</b>
							Change over FY 25	

**Use of Reserves**

6156-6364 Collection System Reserve - Offset 200,000

<b>NET WASTEWATER EXPENSE</b>	<b>2,073,818</b>	<b>2,310,567</b>	<b>2,242,539</b>	<b>2,054,044</b>	<b>2,431,951</b>	<b>-</b>
					<b>8.45%</b>	<b>-100.00%</b>
					Change over FY 25	

**2025-2026  
Wastewater Budget**

**Proposed Wastewater Reserve Projects**

**Reserve Balances**

6156-6161	WW Admin Accrued Benefits	19,012
6156-6262	Treatment Plant/WW Equipment	106,030
6156-6363	Collection System-I&I Reserve	19,577
6156-6364	Collection System Reserve	36,201
6156-6465	Pump Station Reserve	195,268
6156-6266	Plant System Upgrade Reserve	1,140
<b>Total Reserves:</b>		<b>377,228</b>

**WASTEWATER DEPARTMENT OPERATIONS**

**Wastewater User Rate:** Wastewater is billed at a base rate for each 100 cubic feet

**FY 25 Per 100 Cubic Feet: \$10.88**

**FY 26 Per 100 Cubic Feet: \$11.80**

**WASTEWATER I & I FEE:** Before any building located in a development, and requiring subdivision approval or site plan review is connected to the public sewer, the owner must pay an I & I abatement fee based on the Construction Cost Index found in the Engineering News-Record (January, 2024).

**FY 24 Rate: \$4.04**

**FY 25 Rate: \$4.15**

**Approved by Board of Wastewater Commissioners**

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# WASTEWATER DISCHARGE AGREEMENT BETWEEN THE TOWN OF CAMDEN AND THE TOWN OF ROCKPORT

This AGREEMENT made this \_\_\_\_ day of June, 2025, by and between the Camden Wastewater Commissioners on behalf of the Town of Camden, a municipal corporation located in the County of Knox and State of Maine (hereinafter referred to as “Camden”), and the Rockport Wastewater Commissioners on behalf of the Town of Rockport (hereinafter referred to as “Rockport”), a municipal corporation located in the County of Knox and State of Maine.

## I. PURPOSE

The purpose of this agreement is to provide for the short-term wastewater disposal needs of Rockport and to allow time for both towns to evaluate future capacity requirements and treatment goals. This agreement sets rates and limits that are designed to prevent overburdening the infrastructure in Camden that could result in environmental degradation such as permit exceedances of treated effluent to Camden Harbor or the overflow of untreated sewage at the Rawson Avenue Pump Station into the Megunticook River. Within two years of the date of this agreement, both towns agree to meet and provide an update on capacity and treatment needs relevant to Rockport continuing as a Camden wastewater customer.

## II. MUTUAL CONVENANTS AND RESPONSIBILITIES

- A. It is hereby agreed that Camden bears the responsibility for providing adequate treatment of waste flows in conformance with all applicable statutes, ordinances, regulations, and permits and is solely responsible for securing all permits, licenses, insurance coverage, and authorizations incident to that charge.
- B. Both parties further agree to adopt, keep in effect and from time to time amend a sewer use ordinance and an industrial pretreatment ordinance and regulations which shall include but shall not be limited to provisions which will specify the level of pretreatment required of all non-domestic wastewaters and the limits of toxicity and characteristics that may be otherwise damaging to the biological process, as required by State and Federal regulations.
- C. The metering facility shall be maintained by Rockport. Metering devices shall be of a continuous recording totalizing type so that, by subtraction, the volume of flow in any given period may be obtained. Representatives of both Rockport and Camden shall have access to the metering installation and other accounting records for purposes of inspection and verification of measurements. The meter shall be checked and calibrated by an independent contractor at Rockport’s expense.
- D. Reporting requirements: Rockport wastewater flow data reports shall be provided to the Camden Wastewater Treatment facility by the seventh day of the month on each quarterly billing month. The quarterly billing months are defined as January,

April, July and October. Each quarterly report shall provide separate monthly information from each metered location<sup>1</sup> for the following:

(1) Daily total flow in gallons. (2) Average daily flow in gallons for each month. (3) Monthly total flow in gallons. Flow data reports shall represent Rockport's total wastewater flow and identify the location of where the flow data is being taken from. Flow data reports shall be signed by an authorized Rockport wastewater representative verifying the information to be accurate.

- E. When Camden revises its Sewer Use Ordinance and such revisions are relevant to Camden's ability to properly treat Rockport's wastewater, Camden shall forward a copy of the revisions to Rockport.
- F. Rockport will maintain current information on industrial users located in its jurisdiction. Rockport will update its industrial waste survey annually for industrial users located in its jurisdiction. Upon request, Rockport will forward a copy of this survey to Camden.
- G. Camden shall issue permits to industrial users required to be permitted under their sewer use ordinances. Permits must be issued prior to any discharge. Permits must contain, at a minimum, appropriate effluent limitations, monitoring and reporting requirements, a statement of duration, a statement of non-transferability, a statement of applicable civil and criminal penalties, and any other conditions required by State and Federal regulatory requirements and guidance.
- H. Rockport shall meet the following flow limits and meet the required testing limits in the following table:

Parameter	Measurement Frequency	Sample Type	Limit
Flow	Continuous	Recorder	<90,000 GPD – No surcharge
			>90,000 - 100,000 GPD - 20% surcharge
BOD	Quarterly	24 hr Composite	Report
TSS	Quarterly	24 hr Composite	Report
pH	Quarterly	Grab	Report
FOG	Quarterly	Grab	100 mg/L
Total Mercury	Annually	Grab	Report
Total PFAS (sum of 6)	Annually	Grab	Report
*Note: Nitrogen testing may be required if Camden's future permit has imposed Nitrogen limits.			

- I. The Towns of Rockport and Camden shall respectively enforce the provisions of their sewer use ordinances including adequate enforcement action against non-compliant users on a timely basis.

<sup>1</sup> The two metered locations include Camden Street and the Country Inn.

III. FLOW GUARANTEED UPON CONDITIONS STATED

- A. Camden guarantees its wastewater treatment plant will have a total capacity sufficient to accommodate a maximum of 90,000 gallons per day; provided, however, Rockport's wastewater is in compliance with Chapter 224-6 of Camden's Sewer Code, with the exception of unknown sources of inflow and infiltration, which when identified, Rockport makes a good faith effort to correct, and provided that the flow shall be delivered to the Camden system at the mutually agreed interconnection point<sup>2</sup> in quantities within the flow capacity of the interconnecting conveyance line<sup>3</sup>. In the event that the 90,000 gallons per day monthly average is exceeded, Camden shall have the right to impose a penalty of \$10,000 per month.

IV. CHARGES AND FEES

- A. Camden shall charge Rockport a fixed rate for the duration of this agreement. A fixed rate of \$10.88 per 100 cubic feet (equal to the rate paid by Camden residential users in financial year 2024-2025). Fees will be adjusted annually during the duration of this agreement based on the previous calendar year average of the Consumer Price Index. Rockport will use its best efforts to ensure that total flow does not exceed 90,000 gallons in a 24-hour period. Flow received in excess of 90,000 gallons per day shall incur a 20% surcharge for the totality of flow over the 24-hours period when the overage of 90,000 gal/day occurred.
- B. In the event that Rockport exceeds the quarterly FOG limit of 100mg/L there will be a 10% surcharge applied to the wastewater bill for that quarter, unless Rockport retests and shows compliance with the limit.
- C. Camden shall bill Rockport quarterly through the Maine Water Company by submitting a statement of metered sewerage charges. Rockport shall pay any such charges assessed within (30) days of receipt of the said statement.
- D. Rockport shall provide Camden at least annually with the number of users presently being served or able to be served by the Rockport collection system. For purposes of the agreement, each dwelling unit and each separate business and each non-industrial commercial enterprise served or able to be served shall be considered a separate user or customer.
- E. Upon the expiration of this agreement, unless amended, Rockport will be charged a fee based upon the Camden residential user metered sewage rate in 2029-2030 plus a 15% surcharge.

V. ADMINISTRATION

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<sup>2</sup> Camden Street

<sup>3</sup> Rawson Avenue force main.

- A. The Camden Wastewater Commissioners or the Camden Wastewater Superintendent shall have the sole responsibility for the operation and administration of this Agreement, except for those responsibilities expressly delegated to the Rockport Wastewater Commissioners as described herein.
- B. Rockport shall have the obligations and rights afforded to it hereunder, together with all necessary powers incident thereto including, but not limited to, the right to inspect any and all records relating to the operation and maintenance of the treatment plant and its attendant physical plant as well as the operations, metering and measuring activities at all jointly used facilities.

VI. MISCELLANEOUS PROVISIONS

- A. Rockport shall inform Camden when a commercial or industrial business proposes to operate, or expand output, in Rockport when the proposed new business' wastewater shall be directed to the Camden sewer system. If the new source of wastewater is a high strength source of Biological Oxygen Demand and/or Total Suspended Solids, or other substances detrimental to an activated sludge treatment system, Rockport shall provide the strength per gallon of wastewater of each of these pollutants and a pretreatment plan to minimize impacts to the wastewater treatment plant from these pollutants.
- B. Rockport shall provide Camden with the Annual Industrial user survey, as part of the annual reporting requirements. Rockport shall also evaluate each new potential sewer user as part of the sewer connection permit process to determine if the "permittee" is a Categorical Industrial User (CIU) or a Significant Industrial User (SIU) as defined in 40 CFR 403.6 and 40 CFR chapter I, subchapter N. If any new or existing sewer user or permittee falls into the category of a CIU or a SIU, Rockport shall notify Camden, and those users shall be included in the Camden Industrial User program and comply with all the requirements of the Camden Industrial User Program.
- C. Rockport shall calibrate and perform preventive maintenance on all flow recording equipment annually, by an independent firm. The results shall be provided as part of the annual reporting requirements.

VII. AMENDMENTS AND SEVERANCE

- A. This Agreement may be modified or amended by mutual agreement of both parties by their respective Wastewater Commissioners, or their authorized representatives, evidenced by a duly executed instrument in writing attached hereto. Further, the respective Wastewater Commissioners, or their authorized representatives, shall have the authority to execute on behalf of their Towns mutually agreed upon amendments to the Agreement from time to time which do not substantially alter the intent of this Agreement and are solely for the convenience of both parties, including the development of an industrial cost recovery agreement, if required;

provided, however, the Wastewater Commissioners of Camden shall not thereby irrevocably relinquish any of their rights or authority created or arising from this Agreement. If any portion of this Agreement is found to be invalid, contrary to law, or unenforceable, the balance of the Agreement shall remain in full force and effect, unless such severance serves to substantially impair the Purpose of this Agreement.

VIII. DURATION

A. This Agreement shall remain in full force and effect for five (5) years and may be extended by mutual agreement of the parties hereto, evidenced by a duly executed instrument in writing attached hereto.

IX. EFFECTIVE DATE

This agreement shall not become effective until signed by duly authorized representatives from each party.

IN WITNESS WHEREOF, the parties have signed and dated this agreement below. The effective date of the agreement shall be the last date on which it was signed.

SIGNED, SEALED and DELIVERED

in the presence of: