Executive Session
5:30PM

I. Pursuant to 1 M.R.S. 405(6)(F): Poverty Abatement Request

Agenda
Selectboard Meeting
February 8, 2023
Chelsea Town Office
Regular Meeting
6:00PM

I. Call Meeting to Order | Pledge of Allegiance

II. Public Comment on Items Not on Agenda

III. Public Hearing:

A. Amendments to Marijuana Licensing Ordinance

B. Hive Medicinal (Kennebec Holistic Healing, LLC) | Caregiver Retail and Tier 1 Cultivation

IV. Adjustments to the Agenda

V. Approval of Consent Agenda Items:
A. A/P Warrant #40 in the amount of $17,641.75
B. Payroll Warrant #41 in the amount of $8,225.72
C. A/P Warrant #42 in the amount of $3,683.71
D. A/P Warrant #43 in the amount of $288,411.45
E. Payroll Warrant #44 in the amount of $8,838.34
F. Minutes of January 11, 2023 Meeting

VI. Scheduled Items:
   A. New Business:
      
      1. Discussion with Lynne Holmes | Director of Chelsea Food Bank | Decide Allocation of Remaining Funds- $3,500
      2. Sign Warrant for Special Town Meeting
      3. Sign Municipal Quit Claim Deed for Thomas P. Moody
      4. Discuss and Consider Marijuana License(s) for the Hive | Kennebec Holistic Healing, LLC
      5. Consider and Possibly Apply for Summer 2023 Intern to Work on RSMS Program and Other Various Projects
      6. Discuss and Consider Resilience Grant Resolution and Set Date for Community Workshop Regarding Such (Consider Paperless Meeting Material Process as part of the grant)
      7. Discuss Proposed Chelsea Solar Array Ordinance | Town Meeting 2023 Presentation?

   B. Old Business:

VII. Legal:
   A. NONE

VIII. Written Communication:
   A. Town Manager Report
   B. Town Clerk Report
   C. Code Enforcement Report
   D. Animal Control Report

IX. Verbal Communication:
   A. SVRSU #12 School Board
   B. Boards and Committees
   C. Municipal Officers/Assessors Comments and Concerns

X. Adjournment
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<th>Meeting Date</th>
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<td>February 8, 2023</td>
<td>Public Hearing(s)</td>
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This agenda item with subcategories of A. Amendments to Marijuana Licensing Ordinance and B. Hive Medicinal (Kennebec Holistic Healing, LLC) | Caregiver Retail and Tier 1 Cultivation is to hold Public Hearings on each individual item. More detailed information regarding such is included under their respective new business agenda items.

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Approval of the following consent agenda items:

A. A/P Warrant #40 in the amount of $17,641.75
B. Payroll Warrant #41 in the amount of $8,225.72
C. A/P Warrant #42 in the amount of $3,683.71
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<td>The Town Manager recommends approval of all the consent agenda items.</td>
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Agenda
Selectboard Meeting
January 11, 2023
Chelsea Town Office
Regular Meeting
6:30PM

Present: Chair Michael Pushard, Vice-chair Sheri Truman, Selectboard member Jason Mills, and Town Manager Christine Landes.

I. Call Meeting to Order | Pledge of Allegiance

Chair Pushard called the meeting to order at 6:00pm.

II. Public Comment on Items Not on Agenda

None

III. Public Hearing:

A. None

IV. Adjustments to the Agenda

None

V. Approval Consent Agenda Items:

A. Payroll Warrant #35 in the amount of $15,675.91
B. A/P Warrant #34 in the amount of $19,702.29
C. A/P Warrant #36 in the amount of $9,451.99
D. A/P Warrant #37 in the amount of $12,840.43
E. Payroll Warrant #38 in the amount of $8,477.47
F. A/P Warrant #39 in the amount of $285,155.82
G. Minutes of November 30, 2022 Meeting
H. Minutes of December 15, 2022 Meeting
I. Minutes of December 28, 2022 Meeting (None/lack of a quorum)

Action: Vice-chair Truman motioned to approve the consent agenda items A-I as read. Selectboard member Mills seconded. No discussion. 3-0-0.

VI. Scheduled Items:
A. New Business:
   1. Appointment of Budget Committee Member(s)

The Town Manager reminded the board of who is currently appointed to the Budget Committee and what seats needed to be filled.

Action: Chair Pushard motioned to appoint Rick Danforth to the Budget Committee for a two-year term expiring June 30, 2024. Vice-chair Truman seconded. No discussion. 3-0-0.

Action: Vice-chair Truman motioned to appoint Marion Bowman to the Budget Committee for a two-year term expiring June 30, 2024. Chair Pushard seconded. No discussion. 3-0-0.

Action: Vice-chair Truman motioned to appoint Jake Soucy to the Budget Committee for a three-year term expiring June 30, 2025. Selectboard member Mills seconded. No discussion. 3-0-0.

   2. Approval of FY24 Budget Review Schedule

The Town Manager reviewed the proposed budget schedule and requested a slight change in the dates. After some discussion the board decided whatever was developed as of 2/1/2023 would work for the planned schedule.

Action: Chair Pushard motioned to adopt the working budget schedule. Vice-chair Truman seconded. No discussion. 3-0-0.

   3. Approve Meeting Calendar for 2023 (two options available)

The item was first skipped over until item VI.B.2. could be discussed.

Action: Chair Pushard motioned to adopt the once-a-month meeting schedule (second Wednesday of the month) until June 2023 then to be reevaluated based on attendance. The meetings will also start at 6pm. Vice-chair Truman seconded. No discussion. 3-0-0.
4. Discussion Surrounding the Comprehensive Plan

The Town Manager explained the research she conducted that included that the comprehensive plan was never officially adopted by the state. The voters approved it and then it was sent to the state. It should have been sent to the state for approval prior to the voters adopting it. The Town Manager asked for the development of a comprehensive plan committee to work on the updated plan.

The board was in consensus that the manager should contact the prior committee members to see if they were interested in serving again. She will send out a letter to each of them. It will also be published on social media and in upcoming newsletters.

5. Request from Town Manager to Accept Bangor Payroll Pricing Proposal

The Town Manager explained that the process for making sure payroll was correct has become very convoluted and would like to ask the board to outsource this process to protect the town and all the employees. Vice-chair Truman did detail that she felt this was a good idea as the IRS requirements are getting very detailed and this would be a great protection for the town. The Town Manager explained where the funding would come from until the end of the fiscal year (contingency). For the next fiscal year, it will be placed in the banking fees line.

**Action:** Chair Pushard motioned to approve the Bangor Payroll pricing proposal and allow the Town Manager to sign the agreement. Vice-chair Truman seconded. No discussion. 3-0-0.

B. Old Business:

1. Discussion Surrounding Possible Expansion of Town Facilities (from 12/15/22 meeting)

Chair Pushard detailed some future visions of how the expansion of the Town Office could be handled. He explained some options that the town could consider with various town owned properties. Vice-chair Truman liked the thought of two phases on increasing the town office property at 560 Togus Road. Various attendees spoke of options surrounding the expansion for voting, emergency shelter space, etc.

**Action:** None taken.

2. Discussion Surrounding the Possibility of Once-a-Month Meetings (from 12/15/22 meeting)
Selectboard member Mills had asked for the boards consideration to move meetings to once-a-month to possibly increase efficiency and increase participation. The Town Manager explained how approving the warrants could work to alleviate delay in disbursement. The board moved back to the prior agenda item for a decision.

3. Discussion and Possible Acceptance of Economic Development Position Proposal (from 12/15/22 meeting)

The Town Manager detailed the proposal from Matt Drost, as Chelsea’s current EDD. Not a lot was accomplished in 2022. The Town Manager was looking forward to working with him to grow the tax base and spur development. His proposal included economic development and to be an assistant with the Planning Board. Planning Board Chair Alexander spoke to the board regarding the benefits of having Mr. Drost’s experience and help available.

**Action:** Chair Pushard motioned to allow the Town Manager to negotiate a contract with Matt Drost to supply EDD and Planning Board assistance. Vice-chair Turman seconded. No discussion. 3-0-0.

4. Discussion of the Governor’s Office of Policy, Innovation, and the Future’s Community Resilience Partnership Grant Opportunity (from 12/15/22 meeting)

The Town Manager explained what has occurred so far regarding the resiliency grant process. The board was asked to choose 5-6 items that will be a focus on the upcoming resolution. After the resolution is signed, there will be a community involvement meeting and then the grant will be applied for. The board discussed a grant opportunity for a new furnace and LED lighting in the town office.

**Action:** None taken

5. Continue Discussion Surrounding Disbursement of Food Bank Funds | $3,500 Remaining (from 12/15/22 meeting)

The Town Manager explained that $1,000 had been distributed to the Chelsea Food Bank. The Board had an opportunity to decide where the rest of the money would be distributed to. The Town Manager was asked to contact the school to see what the school needs to meet the demand of the backpack program. The Town Manager was also asked to have the food bank director come speak to the board and provide a monthly report.

**Action:** None taken
VII. Legal:
   A. NONE

VIII. Written Communication:
   A. Town Manager Report

      The Town Manager reminded the board that a Boston Post Cane recipient is to be appointed. Also needed is a recipient for the Town Report dedication. The marijuana ordinance needs to be amended to include medical retail and dispensary. This will be brought back to the February meeting.

      Action: Chair Pushard motioned to grant the Town Manager to work with Preti Flaherty on updating the marijuana ordinance to accommodate needed changes. Vice-chair Truman seconded. No discussion. 3-0-0.

   B. Town Clerk Report

      These were provided for the board’s benefit.

   C. Code Enforcement Report

      Provided for the board’s benefit.

   D. Animal Control Report

      Provided for the board’s benefit.

IX. Verbal Communication:

   A. SVRSU #12 School Board

      School board Vice-chair Danforth briefed the board on happenings at the school board meetings. They are currently working on the budget and the expected fund balance. Also upcoming is a plan to purchase two electric buses.
B. Boards and Committees

Dot Grady provided a report for the Age Friendly committee work.

C. Municipal Officers/Assessors Comments and Concerns

None

X. Adjournment

Chair Pushard motioned to adjourn at 8:49pm. Vice-chair Truman seconded. No discussion. 3-0-0.

Respectfully submitted:

Christine M. Landes, Town Manager

Chair Michael Pushard

Vice-chair Sheri Truman

Selectboard member Jason Mills

A True Copy. Attest
Cheryl Mitchell, Town Clerk
**MUNICIPAL OFFICERS AGENDA ITEM DESCRIPTION SHEET**

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At the January meeting the Board discussed where to allocate the additional funds from Town Meeting June 2022 that were to go to various food programs. ($3,500 leftover)

This agenda item will allow the Board to have a discussion with Lynne Holmes, Director of the Chelsea Food Bank, to see what the needs of the program are.

Also, by meeting time, the Board will be provided with a report from the Director of the Backpack Food Program at the Chelsea Elementary School. (It was unavailable when meeting materials went to print.)

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Attached is the proposed warrant for a special town meeting to be held February 16, 2023 at the Chelsea Elementary School. The only item for consideration will be the proposed changed to the Marijuana Ordinance. The board does need to decide on a fee for this type of license.

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TOWN OF CHELSEA
SPECIAL TOWN MEETING WARRANT

To: Cheryl Michell, Town Clerk for the Town of Chelsea, in the County of Kennebec:

GREETINGS: In the name of the State of Maine, you are hereby required to notify and warn the inhabitants of the Town of Chelsea in said County, qualified by law to vote in Town affairs, to meet at the Chelsea Elementary School in said Town of Chelsea at 6:00 p.m., on Thursday, the 16th day of February, A.D., 2023 there and then to act on Article #1 and #2, these articles being sent forth to wit:

ARTICLE 1. To elect, by written ballot, a Moderator to preside at said meeting.

ARTICLE 2. Shall the Town adopt the ‘2023 Amendments to the Town of Chelsea Marijuana Business License Ordinance’ (a copy of said amendments are attached to this warrant and incorporated herein)?

GIVEN UNDER OUR HANDS THIS 8th DAY OF FEBRUARY, 2023.

CHELSEA BOARD OF SELECTMEN

Michael Pushard, Chair  Vice-chair Sheri Truman  Jason Mills

A true copy:

Attest: __________________________

Cheryl Mitchell, Town Clerk
Clerk’s Return

KENNEBEC
MAINE, ss.

By virtue of the within Warrant to me directed, I have notified and warned the inhabitants of the Town of Chelsea, qualified to vote in Town affairs to assemble at the time and place and for the purpose within named, by posting this Town Meeting Warrant at the Chelsea Town Hall, 560 Togus Road; Damon’s Quick Stop Variety, Route #9; and Soule’s Auto Supply, Route #9 on the 9th day of February, A.D., 2023, the same being at least seven days prior to the within named meeting.

Attest:

__________________________
Cheryl Mitchell – Chelsea Clerk
TOWN OF CHELSEA
MARIJUANA BUSINESS LICENSING ORDINANCE

A. Purpose and Authority

This Ordinance is enacted pursuant to authority granted under 30-A M.R.S. § 3001, 22 M.R.S. § 2429-D and 28-B M.R.S. § 401. The purpose of this Ordinance is to set forth procedures and standards for the issuance of local licenses for Marijuana Businesses in order to protect public health, safety and welfare.

B. Definitions

As used in this Ordinance, the terms below shall be defined as indicated. Any term not defined herein shall be defined as specified in 22 M.R.S. § 2422 or 28-B M.R.S. § 102, as applicable.

**Adult Use Marijuana Retail Store** shall mean a facility licensed under Title 28-B M.R.S. Chapter 1 to purchase adult use marijuana, immature marijuana plants and seedlings from a cultivation facility, to purchase adult use marijuana and adult use marijuana products from a products manufacturing facility and to sell adult use marijuana, adult use marijuana products, immature marijuana plants and seedlings to consumers.

**Applicant** shall mean a person who has submitted an application for licensure as a Marijuana Business pursuant to this Ordinance.

**Caregiver Retail Store** shall mean a store that has attributes generally associated with retail stores, including, but not limited to, a fixed location, a sign, regular business hours, accessibility to the public and sales of goods or services directly to a consumer, and that is used by a registered caregiver to offer marijuana plants or harvested marijuana for sale to qualifying patients.

**Licensed Premises** shall mean the premises specified in an application for a license pursuant to this Ordinance or within a license issued pursuant to this Ordinance.

**Licensee** shall mean a person licensed pursuant to this Ordinance.

**Local Licensing Authority** shall mean the Town Manager or, if appealed to the Board of Selectmen, the Board of Selectmen.

**Marijuana Business** shall include a Marijuana Cultivation Facility, Marijuana Products Manufacturing Facility, **Marijuana Registered Dispensary**, Adult Use Marijuana Retail Store, Caregiver Retail Store, or Marijuana Testing Facility.
**Marijuana Cultivation Facility** shall mean a facility used to purchase marijuana plants and seeds from other cultivation facilities; to cultivate, prepare and package marijuana; to sell marijuana to products manufacturing facilities, stores and other cultivation facilities; and to sell marijuana plants and seeds to other cultivation facilities and immature marijuana plants and seedlings to marijuana stores. It shall not include a facility used for cultivation of marijuana for personal use pursuant to 28-B M.R.S. § 1502, or an area of less than 1,000 square feet used for cultivation of medical marijuana by a Caregiver or Qualifying Patient pursuant to 22 M.R.S. § 2423-A.

**Marijuana Manufacturing Facility** shall mean (1) a registered tier 1 or tier 2 manufacturing facility or a person authorized to engage in medical marijuana extraction pursuant to 22 M.R.S. § 2423-F; or (2) a facility licensed under 28-B M.R.S. § 201(3) to purchase adult use marijuana from a cultivation facility or another products manufacturing facility, to manufacture, label and package marijuana and marijuana products, and to sell marijuana and marijuana products to marijuana stores and to other products manufacturing facilities.

**Marijuana Testing Facility** shall mean a public or private laboratory that is authorized and accredited in accordance with state law for the research and analysis of marijuana, marijuana products or other substances for contaminants, safety or potency.

**Marijuana Registered Dispensary** shall mean an entity registered under 22 M.R.S. § 2425-A that acquires, possesses, cultivates, manufactures, delivers, transfers, transports, sells, supplies or dispenses marijuana plants or harvested marijuana or related supplies and educational materials to qualifying patients and the caregivers of those patients.

**Owner** shall mean a person whose beneficial interest in a Marijuana Business is such that the person bears risk of loss other than as an insurer, has an opportunity to gain profit from the operation or sale of the Marijuana Business and/or has a controlling interest in the Marijuana Business.

**Person** shall mean a natural person, partnership, association, company, corporation, limited liability company or organization, or a manager, agent, owner, director, servant, officer or employee thereof. “Person” does not include any governmental organization.

**Premises** shall mean the physical location at which a Marijuana Business is to conduct its business.

**State License** shall mean any license issued by the State Licensing Authority.

**State Licensing Authority** shall mean the authority created or designated by the State for the purpose of regulating and controlling licensing of Marijuana Businesses.

**C. License Requirement**

Effective upon enactment of this Ordinance, a Marijuana Business shall not begin or continue operations unless it has received and is in possession of a license issued pursuant to this
D. Licensing Procedures

(1) All license applications shall be submitted to the Town Manager in writing using a form prepared by the Town for the purpose and must include all information required by this Ordinance and by the form.

(2) Prior to action on a license application, the Town Manager shall give public notice of the application by having a sign posted in a conspicuous place on the Premises listed on the license application at least seven (7) days prior to action, and by publication in a newspaper of general circulation in the Town of Chelsea at least seven (7) days prior to action.

(3) The Town Manager shall be responsible for the initial investigation of the application to ensure compliance with the requirements of this Article and to obtain recommendations from other Town officials as required.

(4) No license shall be granted by the Town Manager until the Health Inspector and Code Enforcement Officer have each made positive recommendations regarding the Applicant's ability to comply with this Ordinance or any other applicable Town ordinance or state or federal law enforced by such officials. The Code Enforcement Officer shall also ensure that Fire Marshal review, where appropriate, is made and a report presented to the Town Manager. The Town Manager shall provide a copy of the license application to each official along with a form upon which the official shall note his or her findings and conclusions, as well as any recommended conditions of approval.

(5) The Town Manager may include any conditions of approval recommended by reviewing officials, as well as any other reasonable conditions deemed in his or her discretion to be warranted, on the issued license. Failure of any Licensee to comply with such conditions shall be considered a violation of the license and of this Ordinance.

(6) Licenses shall be approved only for the type(s) of Marijuana Business(es) identified in the application. A Licensee who intends to expand or convert the licensed Premises to a type of Marijuana Business that is not specifically approved in a license must obtain a new license for that use. **However, the Town Manager may approve the conversion of an active Caregiver Retail Store license to a Marijuana Registered Dispensary license, or vice versa, for the same term, upon written request from the Licensee and conditioned upon State approval of the Marijuana Registered Dispensary. In such case the Town Manager need not apply the review standards and procedures under this Ordinance except as to any material changes to the Premises or business operations.**

(7) Any Town official with authority to make recommendations under or enforce this or other municipal ordinances or state laws regarding Marijuana Businesses shall have authority to enter the premises of an Applicant or Licensee without notice to make any inspection reasonably necessary to ensure compliance.
(8) An Applicant wishing to appeal a denial or issuance of a renewal license by the Town Manager may do so by filing an appeal with the Board of Selectmen. The Board of Selectmen shall consider the permit on a de novo basis and shall have authority to grant or deny the license or to add or remove conditions of approval in its discretion. An applicant wishing to appeal the Board of Selectmen’s denial or issuance of a license may do so by filing an appeal in Superior Court.

F. Application Submission Requirements

Each applicant for a Marijuana Business license shall complete and file an application on the form provided by the Town Manager, together with an applicable license fee as set by order of the Board of Selectmen. If two or more Marijuana Businesses are to be located on a single Premises, the Applicant shall pay the application fee for each type of business. The following supporting materials shall also be provided with the application:

(1) A copy of the Applicant’s State License application and supporting documentation, as submitted to the State Licensing Authority.

(2) Evidence of all State approvals or conditional approvals required to operate the Marijuana Business, including, but not limited to, a State License as defined by this Ordinance, a State retail certificate, caregiver registration, or a State health license. If conditional approval has not yet been received by the State at the time of application, the Town License shall remain pending until evidence of conditional approval is received.

(3) If not included in the Applicant’s State License application, attested copies any articles of incorporation, bylaws, operating agreement, partnership agreement or articles of association that govern the entity that will own and/or operate the Marijuana Business.

(4) If not included in the Applicant’s State License application, an affidavit that identifies all owners, officers, members, managers or partners of the Applicant, their ownership interests, and their places of residence at the time of the application and for the immediately preceding three (3) years.

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

(6) Evidence of all land use approvals or conditional land use approvals required to operate the Marijuana Business, including, but not limited to building permit or certificate of occupancy.

(7) Evidence of all other local approvals or conditional approvals required to operate the Marijuana Business, including any applicable food or victualer’s license.

(8) A description of the premises for which the license is sought, including a plan of the premises.
(9) Certification from a licensed Master Electrician indicating the electrical system of the Premises is adequate for the use being proposed. That use shall be clearly outlined in detail so that the Master Electrician’s certification is easy to understand.
If the Town Manager determines that a submitted application is not complete, he or she shall notify the applicant within ten (10) business days of the additional information required to process the application. If such additional information is not submitted within thirty (30) days of the Town Manager’s request, the application may be denied.

G. License Term and Renewal

Each license issued under this Ordinance shall be valid for the term of license granted by the State License Authority (“the license year”) if a state license is required. Applications for renewal licenses shall be submitted at least 90 days prior to expiration of the existing term. Any Licensee who fails to submit a renewal application by the applicable deadline shall not have authority to operate the Marijuana Business after the expiration date and until a license is granted. A late fee shall apply as set by the Board of Selectmen.

H. Denial, Suspension or Revocation of a License

In reviewing license applications, the Licensing Authority and any consulting Town officials may consider the approval standards under this Ordinance as well as other applicable local, state or federal laws and, for license renewals, the Licensee’s record of compliance with the same. The Licensing Authority may attach to any license conditions as necessary to address previous violations or documented complaints, or to ensure compliance with the requirements of this Ordinance.

A license application for a Marijuana Business shall be denied by the Licensing Authority, and an existing license may be suspended or revoked by the Board of Selectmen, after notice and hearing, if the Applicant, Licensee, or any Owner of the applicant or Licensee:

i. Fails to meet the requirements of this Ordinance or of any condition attached to the license.

ii. Is not at least twenty-one years of age.

iii. Has had a license for a Marijuana Business revoked.

iv. Has a record of violations and/or documented complaints demonstrating lack of ability to responsibly and lawfully operate the Marijuana Business.

v. Has not acquired all necessary state and local approvals prior to issuance of the license.

vi. Has been convicted of a criminal violation arising out of operation of a Marijuana Business.

vii. Has provided false or misleading application in connection with the license application.
I. Approval and Operating Requirements

In order to obtain a license pursuant to this Ordinance, the Licensee shall demonstrate to the Licensing Authority and all reviewing officials that the following requirements will be met. The Licensee shall comply with all of these requirements during the term of the license:

(1) Display of License. The current License shall be displayed at all times in a conspicuous location within the Premises.

(2) All licensed Premises shall be fixed, permanent locations. Licensees shall not be permitted to operate Marijuana Businesses in other than the licensed Premises, such as at farmer’s markets, farm stands or kiosks.

(3) Safety and Security.

   (a) The licensed Premises shall have lockable doors and windows and shall be served by an alarm system which includes automatic notification to the Kennebec County Sheriff’s office.

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

   (c) The licensed Premises shall have exterior spotlights with motion sensors covering the full perimeter of the building(s).

(4) Ventilation

   (a) The licensed Premises shall comply with all odor and air pollution standards established by state law or town ordinance.

   (b) All Marijuana Businesses shall have an odor mitigation system installed that is sufficient to ensure that no odor of marijuana is detectible beyond the area controlled by the business, whether that be a lease or owned area that is a portion or all of a recorded parcel of land. The Code Enforcement Officer may request certification by a Maine licensed engineer that the odor control system is sufficient for these purposes.

(5) Loitering

The Licensee and all agents or employees shall make adequate provisions to prevent patrons or other persons from loitering on the Premises. It shall be the Licensee’s obligation to ensure that anyone found to be loitering or using marijuana or marijuana products in the parking lot or other outdoor areas of a licensed Premises is ordered to leave.
(6) A Marijuana Business shall meet all operating and other requirements of state and local law. To the extent the State of Maine has adopted or adopts in the future any law or regulation governing Marijuana Businesses that conflicts in any way with the provisions of this Ordinance, the more restrictive shall control.

J. Transfer of Ownership or Change of Location

Licensees issued under this Ordinance are not transferable to a new owner. Any change in ownership shall require a new license. Licenses are limited to the location for which they are issued and shall not be transferable to a different location. A Licensee who seeks to operate in a new location shall acquire a new license for that location.

K. Severability

The provisions of this Ordinance are severable, and if any provision shall be declared to be invalid or void, the remaining provisions shall not be affected and shall remain in full force and effect.

L. Fees for Services:

Upon adoption of this Ordinance, the Board of Selectmen in their expressed authority shall be authorized to review and set the fees as they deem in the best interest of the Town of Chelsea.

M. Other Laws

Except as otherwise specifically provided herein, this Ordinance incorporates the requirements and procedures set forth in the Maine Marijuana Legalization Act, 28 M.R.S. Ch. 1, and the Medical Use of Marijuana Act, 22 M.R.S. Ch. 558-C, as may be amended. In the event of a conflict between the provisions of this Ordinance and the provisions of said Act or any other applicable state or local law or regulation, the more restrictive provision shall control.

N. Repeal of Prior Ordinance

Upon enactment of this Ordinance, the Town of Chelsea Medical Marijuana Retail Store Licensing Ordinance shall automatically be repealed.
APPENDIX A

MARIJUANA BUSINESS LICENSING ORDINANCE

SCHEDULE OF REVENUES, CHARGES, FEES AND FINES

<table>
<thead>
<tr>
<th>Marijuana Cultivation Facility</th>
<th>Tier 1</th>
<th>$750.00</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>Tier 2</td>
<td>$1,150.00</td>
</tr>
<tr>
<td></td>
<td>Tier 3</td>
<td>$2,000.00</td>
</tr>
<tr>
<td></td>
<td>Tier 4</td>
<td>$3,000.00</td>
</tr>
<tr>
<td>Marijuana Products Manufacturing Facility</td>
<td>$1,250.00</td>
<td></td>
</tr>
<tr>
<td>Adult Use Marijuana Retail Store</td>
<td>$2,000.00</td>
<td></td>
</tr>
<tr>
<td>Care Giver Retail Store</td>
<td>$1,500.00</td>
<td></td>
</tr>
<tr>
<td>Marijuana Testing Facility</td>
<td>$750.00</td>
<td></td>
</tr>
<tr>
<td>Marijuana Registered Dispensary</td>
<td>$_________</td>
<td></td>
</tr>
</tbody>
</table>

Late fee will be an additional 10% of the total license fee for 1 to 30 days past the due date, and an additional 10% for every 30 days thereafter the license remains late.
Municipal Officers’ Certification of Official Text of a Proposed Ordinance [30-A M.R.S. § 3002(2)]

To the Town Clerk of the Town of Chelsea:

We hereby certify to you that the document to which we have affixed this certificate is a true copy of the official text of an ordinance entitled "Town of Chelsea Marijuana Business Licensing Ordinance," which is to be presented to the voters for their consideration on February 16, 2023.

Pursuant to 30-A M.R.S. § 3002(2), you will retain this copy of the complete text of the ordinance as a public record and make other copies available for distribution to the voters, and you will ensure that copies are available at the town meeting on the day of the vote.

Dated: February 8, 2023.

________________________________________ Michael Pushard, Chair

________________________________________ Sheri Truman, Vice-chair

________________________________________ Jason Mills

Municipal Officers of Chelsea Maine

[Notes: This form should be executed, and the ordinance and the form delivered to the Clerk, not less than seven days before the day of voting. See 30-A M.R.S. § 3002(2).]
**Town of Chelsea, Maine**
560 Togus Road
Chelsea, Maine 04330

**MUNICIPAL OFFICERS AGENDA ITEM DESCRIPTION SHEET**

<table>
<thead>
<tr>
<th>Meeting Date</th>
<th>February 8, 2023</th>
</tr>
</thead>
<tbody>
<tr>
<td>Agenda Item</td>
<td>Sign Municipal Quit Claim for Thomas P. Moody</td>
</tr>
<tr>
<td>Est. Cost</td>
<td>n/a</td>
</tr>
</tbody>
</table>

The property located at Map 6 Lot 50 aka 419 Togus Rd is set to sell and when conducting a title search the law firm discovered a lien from 1979 and 2015 that had not been released. The board is being asked to release the lien and sign the quit claim.

<table>
<thead>
<tr>
<th>Town Manager and/orDept. Recommendation</th>
</tr>
</thead>
<tbody>
<tr>
<td>The Town Manager recommends signing the quit claim for Thomas P Moody.</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Requested Action</th>
</tr>
</thead>
</table>

<table>
<thead>
<tr>
<th>Departmental Follow-Up</th>
</tr>
</thead>
</table>

<table>
<thead>
<tr>
<th>Miscellaneous</th>
</tr>
</thead>
</table>

Hello Christine:

Kennebec Savings Bank will be conducting a closing on the sale of the above-referenced property. I understand that Martha from Farris Law spoke with you today (their office did the title search for us) and she has prepared a Municipal Quit Claim Deed for the Town of Chelsea to sign. I have attached the deed to this email.

If you could let us know when the next board meeting will be and approximately when we could look to have the executed deed returned to us – that would be helpful in planning the closing date for this transaction. Once the deed is signed and notarized, it can be mailed to:

Kennebec Savings Bank
Attn: Julie Armstrong
1 Northern Avenue
Farmingdale, ME 04344

Thank you very much for your assistance and please let me know if you have any questions!

Mary

This message has been scanned for malware by Websense. www.websense.com
MUNICIPAL QUIT-CLAIM DEED

THAT THE INHABITANTS OF THE MUNICIPALITY OF CHELSEA, a body corporate, located at Chelsea, County of Kennebec and State of Maine, for consideration paid, release to Thomas P. Moody, of South Gardiner, County of Kennebec and State of Maine,

A certain lot or parcel of land with the buildings thereon located in Chelsea, County of Kennebec and State of Maine, on the east side of Route 226, the road that leads from Randolph to Togus, and bounded and described as follows:

Starting at a point on the right of way line of State Route 226, said point being 33 feet from the center line of the road and 200 feet S 53° 28’ W from the southwesterly corner of land now or formerly of Fenrick T. Allen; thence running S 54° 30’ E a distance of 220 feet; thence on a bearing of S 53° 28’ W a distance of 100 feet; thence on a bearing of N 54° 30’ W a distance of 220 feet to the right of way of the road; thence on a bearing of N 53° 28’ E to the point of beginning. Containing twenty thousand eight hundred (20,800) square feet, more or less.

MEANING AND INTENDING hereby to release any interest grantor acquired by virtue of matured tax liens against the above-described premises, as follows: recorded June 14, 1979 against Lawrence Gove in Book 2215, Page 183 of the Kennebec County Registry of Deeds and recorded July 31, 2015 against Thomas Moody in Book 12056, Page 153 of said Registry.

The said Inhabitants of the Municipality of Chelsea have caused this instrument to be signed in its corporate name by Michael Pushard, Sheri Truman and Jason Mills, its Selectpersons for the Town of Chelsea duly authorized this _____ day of ________________, 2023.

SIGNED, SEALED AND DELIVERED IN PRESENCE OF

                                         ______________________

                                         ______________________

                                         ______________________

TOWN OF CHELSEA

BY: ________________________________
    Michael Pushard, Selectperson

BY: ________________________________
    Sheri Truman, Selectperson

BY: ________________________________
    Jason Mills, Selectperson
STATE OF MAINE
KENNEBEC, ss

__________________________, 2023

Personally appeared the above-named Michael Pushard, Sheri Truman and Jason Mills, Selectpersons for said body corporate, and acknowledged the above instrument to be their free act and deed in their said capacity, and the free act and deed of said body corporate,

Before me,

__________________________

Notary Public
Printed Name:
MAINE REAL ESTATE
TRANSFER TAX DECLARATION
Form RETTD
Do not use red ink.

1. County
Kennebec

2. Municipality
Chelsea

3. GRANTEE/PURCHASER
3a. Last name, first name, M.I. or business name
Moody, Thomas P.

3b. Federal ID

3c. Last name, first name, M.I. or business name

3d. Federal ID

3e. Mailing address after purchasing this property
P. O. Box 203

3f. Municipality
South Gardiner

3g. State
3h. ZIP Code
Me 04359

4. GRANTOR/SELLER
4a. Last name, first name, M.I. or business name
Town of Chelsea

4b. Federal ID
01-8000111

4c. Last name, first name, M.I. or Business name

4d. Federal ID

4e. Mailing address
560 Togus Road

4f. Municipality
Chelsea

4g. State
4h. ZIP Code
Me 04330

5. PROPERTY
5a. Map
06

5b. Block
050

5c. Lot

5d. Sub-lot

5e. Check any that apply
No maps exist
Multiple parcels
Portion of parcel
Not applicable

5f. Type of property - enter the code number that best describes the property being sold (see instructions).

5g. Physical location
419 Togus Road

6. TRANSFER TAX
6a. Purchase price (If the transfer is a gift, enter "0")

6b. Fair market value (Enter a value only if you entered "0" or a nominal value on line 6a)

6c. Exemption claim - Check the box if either grantor or grantee is claiming exemption from transfer tax and enter explanation below.

MRSA 38 § 4841-c-1 Release of undischarged tax liens

7. DATE OF TRANSFER (MM-DD-YYYY)

8. CLASSIFIED, WARNING TO BUYER - If the property is classified as farmland, open space, tree growth, or working waterfront, a substantial financial penalty may be triggered by development, subdivision, partition, or change in use.

9. SPECIAL CIRCUMSTANCES. Were there any special circumstances with the transfer that suggest the price paid was either more or less than its fair market value? If yes, check the box and enter explanation below.

10. INCOME TAX WITHHELD. The buyer is not required to withhold Maine income tax because:

Seller has qualified as a Maine resident
A waiver has been received from the State Tax Assessor
Consideration for the property is less than $100,000
The transfer is a foreclosure sale

11. DECLARATION(S) UNDER THE PENALTIES OF PERJURY. I declare that I have examined this return/report/document and (if applicable) accompanying schedules and statements and to the best of my knowledge and belief they are true, correct, and complete. Declaration of preparer (other than taxpayer) is based on all information of which preparer has any knowledge.

PREPARER. Name of preparer: Farris Law Phone number: (207) 582-3650

Mailing address: 6 Central Maine Crossing Email address:
Gardiner, Maine 04345 Fax number:

Rev. 11/21
## RE Account 771 Detail
### as of 01/11/2023

<table>
<thead>
<tr>
<th>Year/Rec #</th>
<th>Date</th>
<th>Reference</th>
<th>P</th>
<th>C</th>
<th>Principal</th>
<th>Interest</th>
<th>Costs</th>
<th>Total</th>
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</thead>
<tbody>
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</table>

Account Totals as of 01/11/2023

<p>| | | | | | |</p>
<table>
<thead>
<tr>
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</thead>
<tbody>
<tr>
<td>1,084.03</td>
<td>5.41</td>
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<td>1,089.44</td>
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</table>

### Per Diem

<table>
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<tr>
<th>Year</th>
<th>Per Diem</th>
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<td>2023-1</td>
<td>0.0594</td>
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<tr>
<td>Total</td>
<td>0.0594</td>
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</table>
Name: MOODY, THOMAS
Location: 419 TOGUS RD
Acreage: 0.48 Map/Lot: 06-050
Book Page: B9707P226

2023-1 Period Due:
1) 547.43
2) 542.01

RE Account 771 Detail
as of 01/11/2023

Land: 28,964
Building: 35,294
Exempt: 0
Total: 64,258

Ref1: B9707P0226
Mailing: PO BOX 203
Address: SOUTH GARDINER ME 04359

<table>
<thead>
<tr>
<th>Year/Rec #</th>
<th>Date</th>
<th>Reference</th>
<th>P</th>
<th>C</th>
<th>Principal</th>
<th>Interest</th>
<th>Costs</th>
<th>Total</th>
</tr>
</thead>
</table>

Note: Payments will be reflected as positive values and charges to the account will be represented as negative values.
Chelsea

419 TOGUS RD, Chelsea, ME

Property Information

Site: Map 06, Lot 050
Town: Chelsea
Tax Year: 2022
Owner: MOODY, THOMAS
Last Committed Tax: $1,084.03

Includes:

- Land Value: $28,964
- Building Value: $35,294
- Total Real Value: $64,258
- Exemption Value: $0
- Net Taxable Real Value: $64,258
- Personal Property: $0
Owner Information

Owner #1: MOODY, THOMAS
Mailing Address:
PO BOX 203
SOUTH GARDINER, ME 04359
Trio Account #: 771
Owner Since: 04/10/2008
Book: 9707
Page: 226
Purchase Price: $6,000.00

Documents
- 06-050 ((cama_files/chelsea/06-050.JPG))
- 06-050 SKETCH ((cama_files/chelsea/06-050.SKETCH.JPG))

Land Information

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<thead>
<tr>
<th>Land Group: Type</th>
<th>Size</th>
<th>Method</th>
<th>Value</th>
<th>Total Adj</th>
<th>Adj Details</th>
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<tr>
<td>Primary Lot : Table 2</td>
<td>0.5 AC</td>
<td>Calculated</td>
<td>$12,137.00</td>
<td>100.0%</td>
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</tr>
<tr>
<td></td>
<td>0.48 Ac</td>
<td></td>
<td>$12,137.00</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

Tree Growth:
Open Space:
Farmland:

Site Information

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<th>Description</th>
<th>Adjustment</th>
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<tbody>
<tr>
<td>SI Grade 2</td>
<td>$12,000.00</td>
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</table>

Lump Sum: $0

Zoning Information

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<th>Zoning</th>
<th>Description</th>
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<tbody>
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Primary Building Data
Visit History

<table>
<thead>
<tr>
<th>Date</th>
<th>Purpose</th>
<th>Result</th>
<th>Individual</th>
</tr>
</thead>
<tbody>
<tr>
<td>06/08/2013</td>
<td>Map change</td>
<td>Map change</td>
<td>John O'Donnell</td>
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<tr>
<td>01/24/2013</td>
<td>Callback</td>
<td>No Changes</td>
<td>Roland Dumont</td>
</tr>
<tr>
<td>10/23/2012</td>
<td>Equalization</td>
<td>Measure</td>
<td>Roland Dumont</td>
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</table>

Exemptions

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<th>Type</th>
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</thead>
<tbody>
<tr>
<td></td>
<td>No data available in table</td>
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</table>

Back to Top

Town Information

Town of Chelsea

Tax Rate: 0.016870
Tax Due Dates: 10/12/2022, 04/12/2023
Commitment Date: 09/07/2022
Certified Ratio: 1.00

560 Togus Rd
Chelsea, ME
Phone: 207-582-4802
Fax:
Tax Collector: Christine Landes
Treasurer: Christine Landes

Tax Maps for Download
The board will have an opportunity to discuss and consider the renewal application for the Hive. Mr. Rosso is applying for a tier 1 facility and a caregiver renewal license. As an inspection will be conducted after publication of this packet, a full report will be available at the meeting for the board to review.

The Town Manager does not have a recommendation.
Marijuana Business License Application

Date: 01/16/2023  Applicant Name: Robert Rosso

Adult Use Marijuana Store: A facility licensed under 28-B M.R.S Chapter 1 to purchase adult use marijuana, immature marijuana plants and seedlings from a cultivation facility, to purchase adult use marijuana and adult use marijuana products from a manufacturing facility and to sell adult use marijuana, adult use marijuana products, immature marijuana plants and seedlings to consumers.

Caregiver Retail Store: A store that has attributes generally associated with retail stores, including, but not limited to, a fixed location, a sign, regular business hours, accessibility to the public and sales of goods or services directly to a consumer, and that is used by a registered caregiver to offer marijuana plants or harvested marijuana for sale to qualifying patients.

Marijuana Cultivation Facility: A facility used to purchase marijuana plants and seeds from other cultivation facilities; to cultivate, prepare and package marijuana; to sell marijuana to products manufacturing facilities, stores and other cultivation facilities; and to sell marijuana plants and seeds to other cultivation facilities and immature marijuana plants and seedlings to marijuana stores. It shall not include a facility used for cultivation of marijuana for personal use pursuant to 28-B M.R.S. § 1502, or an area of less than 1,000 square feet used for cultivation of medical marijuana by a Caregiver or Qualifying Patient pursuant to 22 M.R.S. § 2423-A.

☐ Tier 1: Up to 500 square feet of plant canopy
☐ Tier 2: Up to 2,000 square feet of plant canopy
☐ Tier 3: Up to 7,000 square feet of plant canopy
☐ Tier 4: Up to 20,000 square feet of plant canopy

Marijuana Manufacturing Facility: (1) a registered tier 1 or tier 2 manufacturing facility, as designated by state law, or a person authorized to engage in marijuana extraction under 22 M.R.S §2423- F; or (2) a facility licensed under M.R.S. 28-B, Subchapter 2 to purchase marijuana from a cultivation facility or another products manufacturing facility; to manufacture, label and package marijuana and marijuana products; and to sell marijuana and marijuana products to marijuana stores and to other products manufacturing facilities.

Marijuana Testing Facility: A public or private laboratory that is authorized and accredited in accordance with state law for the research and analysis of marijuana, marijuana products or other substances for contaminants, safety or potency.

☐ Proof of Land Use Approval from Code Enforcement Officer / Planning Board on file
☐ Complete License Application (with all fees)
☐ Copy of State License/ Conditional License / Caregiver registration attached (if received)
☐ Signed Background Check Release form
☐ Completed and notarized Ownership affidavit
☐ Floor Plan attached
☐ Odor Mitigation Plan on file
☐ Electrician's certification on file

For Office Use Only

Date Received: 1/23  Amount Received: $2,250  Clerk's Initial: AM

16288715.1
Type of Business: (Check All That Apply)

- ☑ Adult Use Marijuana Store ($2,000 annual fee)
- ☑ Caregiver Retail Store ($1,500 annual fee)
- ☑ Marijuana Cultivation Facility
  - Tier 1 ($750 annual fee)
  - Tier 2 ($1,150 annual fee)
  - Tier 3 ($2,000 annual fee)
  - Tier 4 ($3,000 annual fee)
- ☑ Marijuana Manufacturing Facility ($1,250 annual fee)
- ☑ Marijuana Testing Facility ($750 annual fee)

Name of Business: HIVE MEDICINAL

Name of Corporation/LLC (if different): KENNEBEC HOUSTIC HEALING, LLC

Physical Address of Business (Must be in Chelsea): 65 RIVER ROAD, 04330

Mailing Address of Business: 65 RIVER ROAD, 04330

President or Individual Owner of Business (If a corporation, please provide a completed Management Affidavit, attached): ROBERT ROSCO

Owner's Mailing Address (if different from above): 574 RIVER ROAD, CHELSEA 04330

Owner's Contact Numbers: (207) 620-6153

Owner's Email Address: BOBBY@HIVEMEDICINAL.COM

Emergency Contact Person (must be available 24/7): ROBERT ROSCO

Emergency Contact Telephone Numbers: (207) 620-6153

Emergency Contact Email Address: BOBBY@HIVEMEDICINAL.COM

Days & Hours of Operation:

MONDAY-SATURDAY: 9:00 AM - 7:00 PM
SUNDAY: 11:00 AM - 4:00 PM

Have you ever had a license for Marijuana Business suspended or revoked? If so, explain:

NO

Have you ever been issued a notice of violation by any state or municipality related to a Marijuana Business? If so, explain:

NO
Have you ever been convicted of a criminal violation arising out of the operation of a Marijuana Business? If so, provide the date, jurisdiction, nature of the offense and any penalty(ies) assessed:

NO

What interest do you have in the business premises for which licensure is sought (e.g. deed, lease, purchase and sale agreement, etc.)? Attach deed or lease if that is the source of your interest.

LEASE

A description and floor plan of the premises for which the local license is sought must be attached.
TOWN OF CHELSEA

OWNERSHIP AFFIDAVIT FOR MARIJUANA BUSINESS LICENSE

1. ROBERT ROSSO, hereby state and affirm to the best of my knowledge, that the following individuals represent all owners, officers, members, managers, or partners of the Applicant, KENNEBEC HOLISTIC HEALING LLC

1. Name: ROBERT ROSSO
   Position: OWNER
   Current residence address: 574 RIVER RD CHELSEA 04330
   Other residence addresses held in last three years (list address and dates of residency):
   
   47 BENSON RD MANCHESTER, ME 04351
   This person is over age 21.

2. Name: ____________________________
   Position: ____________________________
   Current residence address: ____________________________
   Other residence addresses held in last three years (list address and dates of residency):
   
   This person is over age 21.

3. Name: ____________________________
   Position: ____________________________
   Current residence address: ____________________________
   Other residence addresses held in last three years (list address and dates of residency):
   This person is over age 21.

4. Name: ____________________________
   Position: ____________________________
   Current residence address: ____________________________
   Other residence addresses held in last three years (list address and dates of residency):
   This person is over age 21.
If any of the individuals named in this Affidavit have been convicted of a crime arising from the operation of a Marijuana Business, please attach a document describing the date and nature of the offense as well as any penalties adjudged.

I hereby swear that the above information is true and correct to the best of my knowledge.

[Signature]

Print Name: Robert Rosso

Date: 01/10/2023

Personally appeared the above-named Robert Rosso and made oath that the foregoing statements are true.

[Signature]

Notary Public

My commission expires: 3-23-2023

DONALD I ROBBINS, JR.
Notary Public - State of Maine
My Comm. Expires Mar. 23, 2023
MAINE MEDICAL USE OF CANNABIS PROGRAM
162 STATE HOUSE STATION, 19 UNION STREET, AUGUSTA, ME 04333-0162, FIRST FLOOR

Transaction Type: Renew my Individual Caregiver Registration | License: CGR25038

Transaction Receipt

Attachments/Documentation Needed

Attachments/Documentation Needed: Your application cannot be processed until you have provided the required documentation described in the Supporting Information section(s) for the following items:

- Local Authorization

Transaction Details

- Date of Transaction: 01/16/2023 03:00 PM
- Transaction Number: 3112436-2960365
- Applicant: ROBERT J ROSSO
- Transaction Type: Renew my Individual Caregiver Registration
- License Type: INDIVIDUAL CAREGIVER
- License: CGR25038
- Regulator: NAINE MEDICAL USE OF CANNABIS PROGRAM
  162 STATE HOUSE STATION, 19 UNION STREET, AUGUSTA, ME 04333-0162, FIRST FLOOR

- Fee Paid:
  Fees are nonrefundable.
  Total: $0

Application Instructions

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

Documents That May Be Uploaded with This Application

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

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

- Copy of State-issued photographic identification
- Copy of business operating agreement, if applicable
- Copy of commercial or home kitchen license, if applicable
- Copy of bottling/beverage plant license, if applicable
- Copy of retail food establishment license, if applicable
- Copy of Resale Certificate, if applicable
- Copy of Scale Certification
- Proof of local authorization for caregiver retail store, if applicable
- Copy of tobacco retail/distributor license, if applicable
- Copy of pesticide applicator license, if applicable
Individual Information

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

First Name: ROBERT
Full Legal Middle Name: J
Last Name: ROSSO
Suffix: 
Birth Date: 07/12/1985

Sales Tax ID Requirement

You must have a Sales Tax ID before completing this application.

Is your Sales Tax ID number in your individual name, another individual’s name, or a business name? A business entity's name

Individual Identification Information

You must provide both a valid State ID (driver’s license or State ID) issued by the state in which you currently reside AND a Sales Tax ID. If you do not have a Sales Tax ID, please contact Maine Revenue Services at (207)624-3653 or complete the application online at:
https://www5.maine.gov/cgi-bin/online/suitexreg/index.

State ID Information
- ID Type: Driver's License
- ID Number: 3861279
- ID State: Maine
- ID Expire Date: 07/12/2026

Sales Tax ID

**This is not your social security number or IRS issued FEIN number
- Sales Tax ID Number (must be 7 digits): 1164395

Business Operating Agreement

As your Sales Tax ID is in the name of a business, please provide the Operating Agreement of the business:
Kennebec_Holistic_Healing_LLC_Operating_Agreement.pdf

Licensee Contact Information

Address
- Address: 574 RIVER RD, CHELSEA, ME 04330-1146 US (Edited)
- Address Type: Mailing, Residential Street Location
- Address: 65 RIVER RD, CHELSEA, ME 04330-1013 US
- Address Type: Grow Location Mature, Manufacturing Location, Retail Location

Phone
- Number: +1 (207) 620-6153
- Type: Primary

Email
- A primary email address is required for transaction confirmation purposes. In addition, you must provide an email address to be used for establishing credentials in OCP's inventory tracking system.
- Email Address: bobby@hlvmedicinal.com
- Email Type: Primary
Property Owner(s)

Please provide property owner information below as applicable. If you yourself are the owner, you might enter 'SELF'.

Legal Name of Property Owner of GROW LOCATION, if applicable: Self
Grow Location Property Owner Address:

Legal Name of Property Owner of RETAIL LOCATION, if applicable: New England Rent to Own, LLC
Retail Location Property Owner Address: 65 River Rd, Chelsea ME 04330

Legal Name of Property Owner of MANUFACTURING LOCATION, if applicable:
Manufacturing Location Property Owner Address:

Doing Business As Name

Name: HIVE MEDICINAL

Registered Caregiver Authorized Activities

Please select all that apply.

Cultivation activities: Yes
Manufacturing of cannabis without the use of inherently hazardous substance extraction: Yes
Manufacturing of cannabis using inherently hazardous substances: No
Manufacturing edible cannabis products: Yes
Transfer, donation and/or sale of medical cannabis, concentrate and products to patients: Yes
Operation of one caregiver retail store: Yes
Purchase or other receipt of wholesale cannabis from other caregivers or dispensaries: Yes
Sale or other transfer of wholesale cannabis to other caregivers or dispensaries: Yes

Authorized Cultivation Level

Please review the information below and indicate whether you are requesting changes to the cultivation level: Yes, I would like to request changes to the cultivation level information.

Type of Cultivation Authorization: Authorization for 30 mature/60 immature and/or Harvested Indoor/Outdoor/Both Canopy: Indoor Only

Cultivation Details

Do you use pesticides as defined by the Maine Department of Agriculture, Conservation and Forestry (https://www.maine.gov/DACF/pesticides/public/index.shtml)? No

Manufacturing Information

Are you manufacturing or bottling any beverages containing cannabis? No

Retail Store Information

Do you sell tobacco products as defined by the Department of Health and Human Services as a product that is made from or derived from tobacco, or that contains nicotine, that is meant to be smoked, heated, chewed, absorbed, dissolved, inhaled or ingested by any other means? Tobacco products include, but are not limited to, cigarettes, cigars, hookah, pipe tobacco, chewing tobacco, snuff, snus, electronic smoking devices, and any component or accessory used in the consumption of a tobacco product, such as filters, rolling papers, pipes and liquids used in electronic smoking devices, whether or not they contain nicotine? Yes

Do you sell edible cannabis products? Yes

You must provide proof of local authorization for your retail operation. You have agreed to provide this information as requested.
Wholesaler Information

Do you sell or distribute tobacco products as defined by the Department of Health and Human Services, which includes but is not limited to cartridges whether or not they contain nicotine? Yes

Tobacco Retailer License

As you have indicated that you sell tobacco products, you must provide a copy of your tobacco retailer license.
Chelsea_Tobacco_License_exp_3-30-23.pdf

Commercial or Home Kitchen License

As you have indicated that you are manufacturing edibles, you must provide a copy of your commercial or home kitchen license.
Food_Retail_Cert.jpg

Retail Food Establishment License

As you have indicated that you sell edibles, you must provide a copy of your retail food establishment license.
Chelsea_Retail_Food_License_exp_3-23.pdf

Scale Certification

You must provide a copy of your scale certification in accordance with 10 MRS, ch 501.
Kennebec_Healing_Scale_Certification_9-7-22.pdf

Cultivation Level

The fee is $240 for each group of up to six (6) mature cannabis plants cultivated by a caregiver. The fee for the 500 square foot canopy option is $1500.00.

Status: New
Type of Cultivation Authorization: Authorization for mature plants grown under 500 square foot canopy
Immature canopy
Indoor/Outdoor/Both Canopy: Indoor Only

Controlled Substance Convictions

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

Photo Identification

You must provide a copy of State-issued photographic identification issued by the state in which you currently reside.
Robert_Rosso_-_CGR_ID_2022.pdf
Attestations

Please read and attest to the following:

A. All information on this application is true and correct. Misrepresentation on this application may jeopardize my status as a registered caregiver in the Maine Medical Use of Cannabis Program (MMCP): Agree

B. I have reviewed the rules and statutes to allow me to execute my duties, rights, and responsibilities as a caregiver under the laws and regulations governing the MMCP: Agree

C. In the event that law enforcement, OCP staff, and/or their representatives question my status as a card holder, I must provide my registry identification card and current government-issued photo ID: Agree

D. I will comply with inspections, as required, and refusal of entry could jeopardize my status as a caregiver: Agree

E. I will comply with all applicable regulations and requirements if I am producing edibles with medical cannabis or using pesticides in the cultivation of medical cannabis: Agree

F. I will abide by packaging and labeling requirements as defined in MMCP rules and statute: Agree

G. I will not sell, furnish or give cannabis to a person who is not allowed to possess cannabis for medical purposes: Agree

H. I may operate one retail store to sell harvested cannabis to qualifying patients for the patients' medical use: Agree

I. I may employ assistants to assist in performing the duties of the caregiver and they must be registered with the State of Maine in accordance with state law: Agree

J. I have provided my social security number or federal identification number for reporting to the Maine Revenue Service for tax purposes only: Agree

K. I will collect and remit sales tax related to my sales and transactions of medical cannabis: Agree

L. I have reviewed local/town/municipal ordinances and my status as a caregiver does not violate any ordinances currently in place: Agree

M. I will submit to annual background checks as required in statute or as required by program policy: Agree

N. I must submit a new application each time I apply or a card and renew a card: Agree

O. If any of my information changes after this application is processed, I must notify OCP: Agree

P. If I do not comply with these requirements, the Department of Administrative and Financial Services may revoke authorization to serve as a caregiver under the Maine law: Agree

Applicant's Signature: ROBERT ROSSO

Background Check

Has the Office of Cannabis Policy completed a background check for you in the past 12 months for a Caregiver Assistant Dispensary Employee Registration, or Registry Identification Card?: Yes

Attest & Agree

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

I hereby certify that the information provided on this application is true and accurate to the best of my knowledge and belief.
KENNEBEC HOLISTIC HEALING LLC
JUST TAXE LLC
475 PLEASANT STREET
STE 27
LEWISTON ME 04240

ATTESTED COPIES
WR DCN: 2132192500016

Enclosed please find copies of documents recently placed on file with our office. Each copy has been attested as a true copy of the original and serves as your evidence of filing. We recommend that you retain these permanently with your records.

Charter#: 20140437DC   Legal Name: KENNEBEC HOLISTIC HEALING LLC

CERTIFICATE OF FORMATION
DCN: 2132192500017   Page(s) 2

Total Pages 2
Pursuant to 31 MRSA §1531, the undersigned executes and delivers the following Certificate of Formation:

FIRST: The name of the limited liability company is:

Kennebec Holistic Healing LLC

(A limited liability company name must contain the words "limited liability company" or "limited company" or the abbreviation "L.L.C." "LLC," "LC" or "LC" or, in the case of a low-profit limited liability company, "L3C" or "3Lc"—see 31 MRSA 1508.)

SECOND: Filing Date: (select one)

☑ Date of this filing; or
☐ Later effective date (specified here):

THIRD: Designation as a low profit LLC (Check only if applicable):

☐ This is a low-profit limited liability company pursuant to 31 MRSA §1611 meeting all qualifications set forth here:

A. The company intends to qualify as a low-profit limited liability company;

B. The company must at all times significantly further the accomplishment of one or more of the charitable or educational purposes within the meaning of Section 170(c)(2)(B) of the Internal Revenue Code of 1986, as it may be amended, revised or succeeded, and must list the specific charitable or educational purposes the company will further;

C. No significant purpose of the company is the production of income or the appreciation of property. The fact that a person produces significant income or capital appreciation is not, in the absence of other factors, conclusive evidence of a significant purpose involving the production of income or the appreciation of property; and

D. No purpose of the company is to accomplish one or more political or legislative purpose within the meaning of Section 170(c)(2)(D) of the Internal Revenue Code of 1986, or its successor.

FOURTH: Designation as a professional LLC (Check only if applicable):

☐ This is a professional limited liability company* formed pursuant to 13 MRSA Chapter 22-A to provide the following professional services:

(Type of professional services)

Form No. MLLC-6 (1 of 2)
FIFTH: The Registered Agent is a: (select either a Commercial or Noncommercial Registered Agent)

☐ Commercial Registered Agent          CRA Public Number: ______________________

☐ Noncommercial Registered Agent

Virginia A Fowler

(Name of noncommercial registered agent)

465 Pleasant St Suite 27 Lewiston ME 04240

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

(mailing address if different from above)

SIXTH: Pursuant to 5 MRSA §105.2, the registered agent listed above has consented to serve as the registered agent for this limited liability company.

SEVENTH: Other matters the members determine to include are set forth in the attached Exhibit _____, and made a part hereof.

**Authorized person(s)

Dated 07-30-2013

Robert J Rosso

(Signature of authorized person)

(Type or print name of authorized person)

(Signature of authorized person)

(Type or print name of authorized person)

*Examples of professional service limited liability companies are accountants, attorneys, chiropractors, dentists, registered nurses and veterinarians. (This is not an inclusive list – see 13 MRSA §723.7)

**Pursuant to 31 MRSA §1676.1.A, Certificate of Formation MUST be signed by at least one authorized person.

The execution of this certificate constitutes an oath or affirmation under the penalties of false swearing under 17-A MRSA §453.

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

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

Form No. MLLC-6 (2 of 2) Rev. 10/31/2012
OPERATING AGREEMENT
of
Kennebec Holistic Healing LLC

This Operating Agreement (the "Agreement") made and entered into this 1st of January 2021 (the "Execution Date"),

BETWEEN:

Robert Rosso of 47 Benson Rd Manchester ME 04351, and

Amber Rosso of 47 Benson Rd Manchester ME 04351

(individually the "Member" and collectively the "Members").

BACKGROUND:

A. The Members wish to associate themselves as members of a limited liability company.

B. The terms and conditions of this Agreement will govern the Members within the limited liability company.

IN CONSIDERATION OF and as a condition of the Members entering into this Agreement and other valuable consideration, the receipt and sufficiency of which is acknowledged, the Members agree as follows:

Formation

1. By this Agreement, the Members form a Limited Liability Company (the "Company") in accordance with the laws of the State of Maine. The rights and obligations of the Members will be as stated in the Maine Limited Liability Company Act (the "Act") except as otherwise provided in this agreement.

Name

2. The name of the Company will be Kennebec Holistic Healing LLC and Hive Medicinal

Purpose

3. Medical Marijuana Grow and Storefront

Term
4. The Company will continue until terminated as provided in this Agreement or may dissolve under conditions provided in the Act.

**Place of Business**

5. The Principal Office of the Company will be located at 353 Stevens Ave Portland ME 04103 or such other place as the Members may from time to time designate.

**Capital Contributions**

6. The following is a list of all Members and their Initial Contributions to the Company. Each of the Members agree to make their Initial Contributions to the Company in full, according to the following terms:

<table>
<thead>
<tr>
<th>Member</th>
<th>Contribution Description</th>
<th>Value of Contribution</th>
</tr>
</thead>
<tbody>
<tr>
<td>Robert Rosso</td>
<td></td>
<td>0</td>
</tr>
<tr>
<td>Amber Rosso</td>
<td></td>
<td>0</td>
</tr>
</tbody>
</table>

**Allocation of Profits/Losses**

7. Subject to the other provisions of this Agreement, the Net Profits or Losses, for accounting purposes, will accrue to and be borne by the Members in 80/20 proportions Respectively Robert Rosso 80, Amber Rosso 20

8. Each Member will receive an equal share of any Distribution.

9. Robert Rosso will have priority over any other Member for the distribution of Net Profits or Losses.

**Nature of Interest**

10. A Member’s Interest in the Company will be considered personal property.
Withdrawal of Contribution

11. No Member will withdraw any portion of their Capital Contribution without the unanimous consent of the other Members.

Liability for Contribution

12. A Member's obligation to make their required Capital Contribution can only be compromised or released with the consent of all remaining Members or as otherwise provided in this Agreement. If a Member does not make the Capital Contribution when it is due, he is obligated at the option of any remaining Members to contribute cash equal to the agreed value of the Capital Contribution. This option is in addition to and not in lieu of any others' rights, including the right to specific performance that the Company may have against the Member.

Additional Contributions

13. Capital Contributions may be amended from time to time, according to the business needs of the Company. However, if additional capital is determined to be required and an individual Member is unwilling or unable to meet the additional contribution requirement within a reasonable period, the remaining Members may contribute in proportion to their existing Capital Contributions to resolve the amount in default. In such case, the allocation of Net Profits or Losses and the distribution of assets on dissociation or dissolution will be adjusted accordingly.

14. Any advance of money to the Company by any Member in excess of the amounts provided for in this Agreement or subsequently agreed to, will be deemed a debt due from the Company rather than an increase in the Capital Contribution of the Member. This liability will be repaid with interest at such rates and times to be determined by a majority of the Members. This liability will not entitle the lending Member to any increased share of the Company's profits nor to a greater voting power. Repayment of such debts will have priority over any other payments to Members.

Capital Accounts

15. An individual capital account (the "Capital Account") will be maintained for each Member and their Initial Contributions will be credited to this account. Any Additional Contributions made by any Member will be credited to that Member's individual Capital Account.

Interest on Capital
16. No borrowing charge or loan interest will be due or payable to any Member on their agreed Capital Contribution inclusive of any agreed Additional Contributions.

Management

17. Management of this Company is vested in the Members.

Authority to Bind Company

18. Any Member has the authority to bind the Company in contract.

Duty of Loyalty

19. Any Member may invest in or engage in any business of any type, including without limitation, a business that is similar to the business of the Company whether or not in direct competition with the Company and whether or not within the established or contemplated market regions of the Company. Neither the Company nor any Member will have any right to that opportunity or any income derived from that opportunity.

Duty to Devote Time

20. Each Member will devote such time and attention to the business of the Company as the majority of the Members will from time to time reasonably determine for the conduct of the Company's business.

Member Meetings

21. A meeting may be called by any Member providing that reasonable notice has been given to the other Members.

22. Regular meetings of the Members will be held only as required.

Voting

23. Each Member will be entitled to cast votes on any matter based upon the proportion of that Member's Capital Contributions in the Company.

Admission of New Members

24. No new Members may be admitted into the Company.
Voluntary Withdrawal of a Member

25. Any Member will have the right to voluntarily withdraw from the Company. Written notice of intention to withdraw must be served upon the remaining Members at least three months prior to withdrawal.

26. The voluntary withdrawal of a Member will have no effect upon the continuance of the Company.

27. It remains incumbent on the withdrawing Member to exercise this dissociation in good faith and to minimize any present or future harm done to the remaining Members as a result of the withdrawal.

Involuntary Withdrawal of a Member

28. Events leading to the involuntary withdrawal of a Member from the Company will include but not be limited to: death of a Member; Member mental incapacity; Member disability preventing reasonable participation in the Company; Member incompetence; breach of fiduciary duties by a Member; criminal conviction of a Member; Operation of Law against a Member or a legal judgment against a Member that can reasonably be expected to bring the business or societal reputation of the Company into disrepute. Expulsion of a Member can also occur on application by the Company or another Member, where it has been judicially determined that the Member: has engaged in wrongful conduct that adversely and materially affected the Company's business; has willfully or persistently committed a material breach of this Agreement or of a duty owed to the Company or to the other Members; or has engaged in conduct relating to the Company's business that makes it not reasonably practicable to carry on the business with the Member.

29. The involuntary withdrawal of a Member will have no effect upon the continuance of the Company.

Dissociation of a Member

30. In the event of either a voluntary or involuntary withdrawal of a Member, if the remaining Members elect to purchase the interest of the withdrawing Member, the remaining Members will serve written notice of such election, including the purchase price and method and schedule of payment for the withdrawing Member's Interests, upon the withdrawing Member, their executor, administrator, trustee, committee or analogous fiduciary within a reasonable period after acquiring knowledge of the change in circumstance to the affected Member. The purchase amount of any buyout of a Member's Interests will be determined as set out in the Valuation of Interest section of this Agreement.
31. Valuation and distribution will be determined as described in the Valuation of Interest section of this Agreement.

32. The remaining Members retain the right to seek damages from a dissociated Member where the dissociation resulted from a malicious or criminal act by the dissociated Member or where the dissociated Member had breached their fiduciary duty to the Company or was in breach of this Agreement or had acted in a way that could reasonably be foreseen to bring harm or damage to the Company or to the reputation of the Company.

33. A dissociated Member will only have liability for Company obligations that were incurred during their time as a Member. On dissociation of a Member, the Company will prepare, file, serve, and publish all notices required by law to protect the dissociated Member from liability for future Company obligations.

34. Where the remaining Members have purchased the interest of a dissociated Member, the purchase amount will be paid in full, but without interest, within 90 days of the date of withdrawal. The Company will retain exclusive rights to use of the trade name and firm name and all related brand and model names of the Company.

**Right of First Purchase**

35. In the event that a Member's Interest in the Company is or will be sold, due to any reason, the remaining Members will have a right of first purchase of that Member's Interest. The value of that interest in the Company will be the lower of the value set out in the Valuation of Interest section of this Agreement and any third party offer that the Member wishes to accept.

**Assignment of Interest**

36. In the event that a Member’s interest in the company is transferred or assigned as the result of a court order or Operation of Law, the trustee in bankruptcy or other person acquiring that Member's Interests in the Company will only acquire that Member's economic rights and interests and will not acquire any other rights of that Member or be admitted as a Member of the Company or have the right to exercise any management or voting interests.

**Valuation of Interest**

37. In the event of a dissociation or the dissolution of the Company, each Member will have an equal financial interest in the Company.
38. In the absence of a written agreement setting a value, the value of the Company will be based on
the fair market value appraisal of all Company assets (less liabilities) determined in accordance
with generally accepted accounting principles (GAAP). This appraisal will be conducted by an
independent accounting firm agreed to by all Members. An appraiser will be appointed within a
reasonable period of the date of withdrawal or dissolution. The results of the appraisal will be
binding on all Members. The intent of this section is to ensure the survival of the Company
despite the withdrawal of any individual Member.

39. No allowance will be made for goodwill, trade name, patents or other intangible assets, except
where those assets have been reflected on the Company books immediately prior to valuation.

Dissolution

40. The Company may be dissolved by a unanimous vote of the Members. The Company will also be
dissolved on the occurrence of events specified in the Act.

41. Upon Dissolution of the Company and liquidation of Company property, and after payment of all
selling costs and expenses, the liquidator will distribute the Company assets to the following
groups according to the following order of priority:

   a. in satisfaction of liabilities to creditors except Company obligations to current Members;

   b. in satisfaction of Company debt obligations to current Members; and then

   c. to the Members based on Member financial interest, as set out in the Valuation of Interest
      section of this Agreement.

Records

42. The Company will at all times maintain accurate records of the following:

   a. Information regarding the status of the business and the financial condition of the
      Company.

   b. A copy of the Company federal, state, and local income taxes for each year, promptly
      after becoming available.

   c. Name and last known business, residential, or mailing address of each Member, as well as
      the date that person became a Member.
d. A copy of this Agreement and any articles or certificate of formation, as well as all amendments, together with any executed copies of any written powers of attorney pursuant to which this Agreement, articles or certificate, and any amendments have been executed.

e. The cash, property, and services contributed to the Company by each Member, along with a description and value, and any contributions that have been agreed to be made in the future.

43. Each Member has the right to demand, within a reasonable period of time, a copy of any of the above documents for any purpose reasonably related to their interest as a Member of the Company, at their expense.

Books of Account

44. Accurate and complete books of account of the transactions of the Company will be kept in accordance with generally accepted accounting principles (GAAP) and at all reasonable times will be available and open to inspection and examination by any Member. The books and records of the Company will reflect all the Company’s transactions and will be appropriate and adequate for the business conducted by the Company.

Banking and Company Funds

45. The funds of the Company will be placed in such investments and banking accounts as will be designated by the Members. All withdrawals from these accounts will be made by the duly authorized agent or agents of the Company as appointed by unanimous consent of the Members. Company funds will be held in the name of the Company and will not be commingled with those of any other person or entity.

Audit

46. Any of the Members will have the right to request an audit of the Company books. The cost of the audit will be borne by the Company. The audit will be performed by an accounting firm acceptable to all the Members. Not more than one (1) audit will be required by any or all of the Members for any fiscal year.

Fiscal Year End

47. The fiscal year end of the Company is the 31st day of December.
Tax Treatment

48. This Company is intended to be treated as a corporation, for the purposes of Federal and State Income Tax.

Annual Report

49. As soon as practicable after the close of each fiscal year, the Company will furnish to each Member an annual report showing a full and complete account of the condition of the Company including all information as will be necessary for the preparation of each Member's income or other tax returns. This report will consist of at least:

a. A copy of the Company's federal income tax returns for that fiscal year.

b. Income statement.

c. Balance sheet.

Goodwill

50. The goodwill of the Company will be assessed at an amount to be determined by appraisal using generally accepted accounting principles (GAAP).

Governing Law

51. The Members submit to the jurisdiction of the courts of the State of Maine for the enforcement of this Agreement or any arbitration award or decision arising from this Agreement.

Force Majeure

52. A Member will be free of liability to the Company where the Member is prevented from executing their obligations under this Agreement in whole or in part due to force majeure, such as earthquake, typhoon, flood, fire, and war or any other unforeseen and uncontrollable event where the Member has communicated the circumstance of the event to any and all other Members and where the Member has taken any and all appropriate action to satisfy his duties and obligations to the Company and to mitigate the effects of the event.

Forbidden Acts

53. No Member may do any act in contravention of this Agreement.
54. No Member may permit, intentionally or unintentionally, the assignment of express, implied or apparent authority to a third party that is not a Member of the Company.

55. No Member may do any act that would make it impossible to carry on the ordinary business of the Company.

56. No Member will have the right or authority to bind or obligate the Company to any extent with regard to any matter outside the intended purpose of the Company.

57. No Member may confess a judgment against the Company.

58. Any violation of the above forbidden acts will be deemed an Involuntary Withdrawal and may be treated accordingly by the remaining Members.

**Indemnification**

59. All Members will be indemnified and held harmless by the Company from and against any and all claims of any nature, whatsoever, arising out of a Member's participation in Company affairs. A Member will not be entitled to indemnification under this section for liability arising out of gross negligence or willful misconduct of the Member or the breach by the Member of any provisions of this Agreement.

**Liability**

60. A Member or any employee will not be liable to the Company or to any other Member for any mistake or error in judgment or for any act or omission believed in good faith to be within the scope of authority conferred or implied by this Agreement or the Company. The Member or employee will be liable only for any and all acts and omissions involving intentional wrongdoing.

**Liability Insurance**

61. The Company may acquire insurance on behalf of any Member, employee, agent or other person engaged in the business interest of the Company against any liability asserted against them or incurred by them while acting in good faith on behalf of the Company.

**Life Insurance**
62. The Company will have the right to acquire life insurance on the lives of any or all of the Members, whenever it is deemed necessary by the Company. Each Member will cooperate fully with the Company in obtaining any such policies of life insurance.

**Actions Requiring Unanimous Consent**

63. The following actions will require the unanimous consent of all Members:

   a. Endangering the ownership or possession of Company property including selling, transferring or loaning any Company property or using any Company property as collateral for a loan.

**Amendment of this Agreement**

64. No amendment or modification of this Agreement will be valid or effective unless in writing and signed by all Members.

**Title to Company Property**

65. Title to all Company property will remain in the name of the Company. No Member or group of Members will have any ownership interest in Company property in whole or in part.

**Miscellaneous**

66. Time is of the essence in this Agreement.

67. This Agreement may be executed in counterparts.

68. Headings are inserted for the convenience of the Members only and are not to be considered when interpreting this Agreement. Words in the singular mean and include the plural and vice versa. Words in the masculine gender include the feminine gender and vice versa. Words in a neutral gender include the masculine gender and the feminine gender and vice versa.

69. If any term, covenant, condition or provision of this Agreement is held by a court of competent jurisdiction to be invalid, void or unenforceable, it is the Members' intent that such provision be reduced in scope by the court only to the extent deemed necessary by that court to render the provision reasonable and enforceable and the remainder of the provisions of this Agreement will in no way be affected, impaired or invalidated as a result.
70. This Agreement contains the entire agreement between the Members. All negotiations and understandings have been included in this Agreement. Statements or representations that may have been made by any Member during the negotiation stages of this Agreement, may in some way be inconsistent with this final written Agreement. All such statements have no force or effect in respect to this Agreement. Only the written terms of this Agreement will bind the Members.

71. This Agreement and the terms and conditions contained in this Agreement apply to and are binding upon each Member's successors, assigns, executors, administrators, beneficiaries, and representatives.

72. Any notices or delivery required here will be deemed completed when hand-delivered, delivered by agent, or seven (7) days after being placed in the post, postage prepaid, to the Members at the addresses contained in this Agreement or as the Members may later designate in writing.

73. All of the rights, remedies and benefits provided by this Agreement will be cumulative and will not be exclusive of any other such rights, remedies and benefits allowed by law.

Definitions

74. For the purpose of this Agreement, the following terms are defined as follows:

a. "Additional Contribution" means Capital Contributions, other than Initial Contributions, made by Members to the Company.

b. "Capital Contribution" means the total amount of cash, property, or services contributed to the Company by any one Member.

c. "Distributions" means a payment of Company profits to the Members.

d. "Initial Contribution" means the initial Capital Contributions made by any Member to acquire an interest in the Company.

c. "Member's Interests" means the Member's collective rights, including but not limited to, the Member's right to share in profits, Member's right to a share of Company assets on dissolution of the Company, Member's voting rights, and Member's rights to participate in the management of the Company.
f. "Net Profits or Losses" means the net profits or losses of the Company as determined by generally accepted accounting principles (GAAP).

g. "Operation of Law" means rights or duties that are cast upon a party by the law, without any act or agreement on the part of the individual, including, but not limited to, an assignment for the benefit of creditors, a divorce, or a bankruptcy.

h. "Principal Office" means the office whether inside or outside the State of Maine where the executive or management of the Company maintain their primary office.

i. "Voting Members" means the Members who belong to a membership class that has voting power. Where there is only one class of Members, then those Members constitute the Voting Members.

IN WITNESS WHEREOF the Members have duly affixed their signatures under hand and seal on this _______ day of ______________, ________.

________________________
Robert Rosso  (Member)

________________________
Amber Rosso  (Member)
STATE OF MAINE
MAINE REVENUE SERVICES
RESALE CERTIFICATE

THIS CERTIFICATE IS VALID
JANUARY 01 2021 THRU DECEMBER 31 2025

Business Name and Location Address Certificate Number Business Type
KENNEBEC HOLISTIC HEALING LLC 1164395 MED MJ CARE
65 RIVER RD
CHELSEA ME 04330-1013

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

The above named business certifies that the following is being purchased in the ordinary course of business for resale as provided above.

Presented to: ___________________________ (Insert name of seller on photocopy) (date) Presented by: ___________________________ (Date)

Authorized Signature (purchaser) (date)
PUBLIC NOTICE

The Town of Chelsea hereby gives notice that Robert Russo, Hive Medicinal (Kennebec Holistic Healing, LLC) has submitted an application to operate a

Tier 1 Marijuana Cultivation Facility
Caregiver Retail Store

At
65 River Road and 52 River Road

The Municipal Officers will review such application at the February 8, 2023 meeting. If anyone should have any comments or concerns surrounding such application, they may be submitted in writing to the Town Manager by 5pm on Wednesday, February 8, 2023 or expressed at the Public Hearing.

Town of Chelsea
Christine M. Landes, Town Manager
560 Togus Road
Chelsea, ME 04330
Classified Advertising Proof

Scott Tilton
Chelsea, Town of
560 Togus Rd

Chelsea
ME
04330-1272
+1 (207) 582-4802
chelseamanager@chelseamaine.org

Thank you for placing your advertisement with us.

Your order information and a preview of your advertisement are attached below for your review. If there are changes or questions, please contact the classified department at (207)621-5600

Thank you

(207)621-5600    wclement@mainetoday.com    Monday – Friday 8:00 am – 5pm

<table>
<thead>
<tr>
<th>Order Number</th>
<th>0408992</th>
<th>Order Price</th>
<th>$129.15</th>
</tr>
</thead>
<tbody>
<tr>
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<td>Wendy Clement</td>
<td>PO No.</td>
<td></td>
</tr>
<tr>
<td>Account</td>
<td>9746</td>
<td>Payment Type</td>
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<td>Publication</td>
<td>Central Maine KJ MS</td>
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</tr>
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<td>First Run Date</td>
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<td>Last Run Date</td>
<td>02/03/2023</td>
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<tr>
<td>Publication</td>
<td>Online Upsell CMN</td>
<td>Number of dates</td>
<td>1</td>
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<tr>
<td>First Run Date</td>
<td>02/03/2023</td>
<td>Last Run Date</td>
<td>02/03/2023</td>
</tr>
</tbody>
</table>
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Town of Chelsea
Christine M. Landes
Town Manager
560 Togus Road
Chelsea, ME 04330
<table>
<thead>
<tr>
<th>Meeting Date</th>
<th>February 8, 2023</th>
<th>Agenda Item #</th>
<th>VI.A.5.</th>
</tr>
</thead>
<tbody>
<tr>
<td>Agenda Item</td>
<td>Consider and Possibly Apply for Summer 2023 Intern to Work on RSMS Program and Other Various Projects</td>
<td>Est. Cost</td>
<td>n/a</td>
</tr>
</tbody>
</table>

The Town of Chelsea has been a supporter of the summer internship program put on by the Margaret Chase Smith Policy Institute. This year, the Town Manager is requesting the Board to approve an application for an intern to complete the RSMS program for the town roads and to also complete other various projects around the office as time allows.

Please see information provided in regards to the program.

<table>
<thead>
<tr>
<th>Town Manager and/orDept. Recommendation</th>
<th>The Town Manager recommends approval of an application submission to host an intern for summer 2023.</th>
</tr>
</thead>
<tbody>
<tr>
<td>Requested Action</td>
<td></td>
</tr>
<tr>
<td>Departmental Follow-Up</td>
<td></td>
</tr>
<tr>
<td>Miscellaneous</td>
<td></td>
</tr>
</tbody>
</table>
Margaret Chase
Smith Policy
Center

State Agency Application and Information

Maine Government
Summer Internship Program

Apply

Step 1: Fill out the online form to request a summer intern. The deadline is March 1st.

Step 2: Speak with your HR representative to establish the position.

Step 3: Fill out a 2023 State Agency Signature Form and send it to us.

Program Dates:

The 2023 Maine Government Summer Internship Program will run May 30 through August 18 for a total of 12 weeks, full time. The program begins with an opening group meeting for students and supervisors and it includes a mid-summer, in-person educational component for students. The program will conclude with a reception in the last week of the internship during which interns and supervisors will be recognized by the Governor or her designee.

State interns are not eligible for holiday pay for Independence Day. In the alternative, and to the extent scheduling and work requirements allow, the employing agency should allow interns to work extra hours to make up for lost hours as the result of an absence or an unpaid holiday. Arrangements must be made directly with the intern’s supervisor to make up those hours.
Compensation

All interns will receive at least $15.00 per hour, funded by the state agency (maximum 480 paid hours for the 12 weeks). Agencies may choose to pay a higher wage. Withholdings will include: federal and state taxes (approx. 25%); 7.65% contribution to the Maine Public Employees Retirement System (partially refundable at end of Internship Program); and Medicare cost of 1.45%. Interns are considered temporary, unclassified employees of the State of Maine and are not paid for holidays or other non-work time. In addition to wages and benefits, participating agencies pay a fee of $250 per intern to the Margaret Chase Smith Policy Center to defray a portion of the Center’s administrative costs.

The Bureau of Human Resources will provide agencies with policies and procedures (see below) for implementation of the Program. Questions concerning these policies and procedures should be directed to your HR Director or to Jessica Crosby, Director of Talent Management, State of Maine Bureau of Human Resources, 207.624.7775.

For Supervisors

- [2023 State Program Description from Maine HR](#)
- [2023 State Agency Signature Form](#) (to be completed after the above intern request form)
- [FAQs from Supervisors](#)

More

- [2022 Internship Annual Report](#) (pdf)
- [Maine State Government Guide to Internships](#)
- [UMaine Internship Guide](#) (pdf) for students and employers
- [NACE Internship Best Practices](#)

Contact

Peggy McKee, Program Coordinator
207.581.1644
margaret.mckee@maine.edu

NON-DISCRIMINATION NOTICE

The University of Maine does not discriminate on the grounds of race, color, religion, sex, sexual orientation, including transgender status and gender expression, national origin, citizenship status, age, disability, genetic information or veteran’s status in employment, education, and all other programs and activities. The following person has been designated to handle inquiries regarding non-discrimination policies: Director, Office of Equal Opportunity, 101 North Stevens Hall, 581.1226.

Maine Government Internships

- Internships Home
- Student Application
- State Information & Application
- Municipal/County Information & Application
- FAQs for Students
- FAQs for Supervisors
- Photos, Annual Reports & History
2023 State Agency Intern Request Signature Form

- This form with all signatures, in addition to the online application, should be received by March 1, 2023.

<table>
<thead>
<tr>
<th>Internship Title:</th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>Agency Name:</td>
<td></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Supervisor's Printed Name</th>
<th>Supervisor Title</th>
</tr>
</thead>
<tbody>
<tr>
<td>Human Resources/Finance Officer Name</td>
<td>HR Title</td>
</tr>
<tr>
<td>Human Resources/Finance Officer Signature</td>
<td>Date</td>
</tr>
</tbody>
</table>

| Office/Bureau/Division Director Name | Director Title | Date |

**Supervisor:** The supervisor's name indicates that you understand your responsibilities and are prepared to provide a positive learning experience for a student intern.

**Human Resources/Finance Officer:** To assure that the intern will be appropriately employed and paid, the signature of the responsible Human Resources/Finance Officer for the Bureau/Division is required on this form.

**Bureau/Division Director:** The signature of the Bureau/Division Director in which the intern will be placed indicates review and approval of the intern request and of the plan for funding the intern.

The 2023 Maine Government Summer Internship Program will run from Tuesday, May 30 through Friday, August 18 for a total of 12 weeks. Interns are considered temporary unclassified employees of the State of Maine. Your agency is responsible for paying the intern’s wages of $15/hour including all locally appropriate federal and state withholdings. Your agency will also pay $250 per intern to the Margaret Chase Smith Policy Center to support administrative costs of the Program. The above signatures demonstrate that your agency agrees to employ the intern and will pay the intern’s compensation and the administrative fee.

The Bureau of Human Resources will provide agencies with policies and procedures for implementation of the Program. Questions concerning these policies and procedures should be directed to your HR Director or Jessica Crosby, Bureau of Human Resources, 4 State House Station, Augusta, ME 04333-0004. Tel: 624-7775.

Please mail or e-mail this signature form to:

Peggy McKee  
Margaret Chase Smith Policy Center  
5784 York Complex, #4  
University of Maine, Orono, ME 04469-5784  
Phone: (207) 581-1644  
Email: margaret.mckee@maine.edu
**Town of Chelsea, Maine**
560 Togus Road
Chelsea, Maine 04330

**MUNICIPAL OFFICERS AGENDA ITEM DESCRIPTION SHEET**

<table>
<thead>
<tr>
<th>Meeting Date</th>
<th>February 8, 2023</th>
<th>Agenda Item #</th>
<th>VI.A.6.</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Agenda Item</strong></td>
<td>Discuss and Consider Resilience Grant Resolution and Set Date for Community Workshop Regarding Such</td>
<td>(Consider Paperless Meeting Material Process as part of the grant)</td>
<td></td>
</tr>
<tr>
<td><strong>Est. Cost</strong></td>
<td>n/a</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

The Town Manager, Selectboard Member Mills, and Matt Drost from the Randolph board have met with Olivia Kunesh from KVCOG regarding grant opportunities.

The resiliency grants will open up funding opportunities twice a year for resiliency projects that Chelsea may be seeking as a stand-alone project or projects that encourage partnerships between communities.

KVCOG will work with the town to submit a grant. Attached is a checklist that the board reviewed at their last meeting to pull projects for the community priorities. The next step will be to adopt a resolution using 2-6 projects and then conduct a community engagement meeting to move forward. Attached is the proposed resolution. Selectboard member Mills has also asked for the board to consider as part of the resiliency grant program to move towards a paperless meeting material routine.

This grant has a March 15 deadline.

<table>
<thead>
<tr>
<th>Town Manager and/or Dept. Recommendation</th>
<th>The Town Manager recommends the approval of the resolution and setting the community workshop date.</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Requested Action</strong></td>
<td></td>
</tr>
<tr>
<td><strong>Departmental Follow-Up</strong></td>
<td></td>
</tr>
<tr>
<td><strong>Miscellaneous</strong></td>
<td></td>
</tr>
</tbody>
</table>
WHEREAS, the Town of Chelsea has completed the Community Resilience Partnership’s Self-Assessment and List of Community Actions, and held a community workshop on (DATE TBD) which prioritized the following action areas:

- Executing a plan for municipal buildings to include energy efficiency and weatherization
- Install heat pumps or VRF system for air and water heating/cooling in municipal buildings
- Purchase and place into service technological devices for the Selectboard to use thus eliminating increasing amounts of paper use
- Upgrade streetlights and other lighting for municipal owned facilities to LED’s, and;

WHEREAS, investing in energy efficiency and weatherization improvements is proven to lower utility costs and make buildings more comfortable for employees and visitors, and;
WHEREAS, the Community Resilience Partnership provides grants to municipalities for activities to lower energy costs, reduce greenhouse gas emissions, and increase community resilience in alignment with the state’s climate action plan and goals;

BE IT RESOLVED, that the Town of Chelsea committed to participating in the Community Resilience Partnership, which supports community leadership in reducing greenhouse gas emissions and increasing resiliency to extreme weather and climate change impacts;

BE IT FURTHER RESOLVED, the Town of Chelsea designates Christine Landes, Town Manager, to coordinate planning, implementation, and monitoring of energy and resilience projects and to be the primary point of contact to the Community Resilience Partnership.

Chair Michael Pushard
Vice-chair Sheri Truman
February 08, 2023

Selectboard member Jason Mills
Governor's Office of Policy, Innovation, and the Future's Community Resilience Partnership

About the Community Resilience Partnership
A program through the Governor's Office of Policy Innovation and the Future, the Community Resilience Partnership will provide $4.75 million over the next two years to fund projects that reduce energy use and costs and/or make communities more resilient. Through Community Action Grants and direct support to municipal and tribal governments, the program assists communities enrolled in the partnership to reduce carbon emissions, transition to clean energy, and become more environmentally, socially, and financially resilient to the impacts of climate change on public health, infrastructure, natural resources, and long-term viability.

The Community Action Grant activities include plan and ordinance development, energy upgrades at municipal facilities, provide public education and outreach support, community gardens, revegetating and protecting floodplains and shorelines, and so many more! The partnership has over 70 project examples that require no financial match. See reverse for a sample of approved projects. Grant awards are up to $50,000 for each municipality or up to $125,000 when two or more communities' partner on a project. Grants applications are due in March and September of 2022 with similar deadlines anticipated in 2023.

How to apply for grants
To apply for funding, a community must first take these steps (in any order) to enroll in the partnership:

Pass a resolution by municipal officials. Draft language available here:

Complete a self-assessment of current resilience efforts provided here:

Hold a public meeting for the community to review the self-assessment results and develop a prioritized project list.

Complete the Community Resilience Partnership application here:
https://appengineegov.com/apps/me/governor/mcrp

You may submit your partnership application either before or while submitting your grant application. The Community Action Grant application is here:

If you are interested in having KVCOG assist you with these tasks, please let us know. We can apply for a Service Provider Grant to help up to five communities each spring and fall with a letter of support from you.
Spring/Summer 2022 KVCOG is supporting: Skowhegan, Waterville, Fairfield, Randolph and Unity. You may also complete these steps on your own.

For more information:
- Visit: https://www.maine.gov/future/climate/community-resilience-partnership, or
- Contact: Robyn Stanicki, rstanicki@kvco.org 207-453-4258 x211
<table>
<thead>
<tr>
<th>Transportation</th>
<th>Develop/enhance early warning systems and evacuation plans.</th>
</tr>
</thead>
<tbody>
<tr>
<td>Purchase or lease electric vehicles for municipal/tribal government.</td>
<td>Develop a storm debris mgt. plan.</td>
</tr>
<tr>
<td>Install public EV chargers.</td>
<td>Reduce Flood Risk</td>
</tr>
<tr>
<td>Adopt ordinances to encourage EV charging infrastructure.</td>
<td>Complete the Maine Flood Resilience Checklist.</td>
</tr>
<tr>
<td>Adopt an anti-idling ordinance.</td>
<td>Participate in the National Flood Insurance Program to reduce flood insurance premiums.</td>
</tr>
<tr>
<td>Implement strategies to inc. use of public transit, biking, and walking.</td>
<td>Map and consider sea-level rise projections in plans and permits.</td>
</tr>
<tr>
<td>Policies that encourage municipal/tribal employees to commute via public transit, carpool, bike/walk.</td>
<td>Adopt floodplain requirements in flood areas.</td>
</tr>
<tr>
<td>Adopt a telework policy for municipal/tribal government staff.</td>
<td>Adopt a low-impact design (LID) standard for stormwater mgt.</td>
</tr>
<tr>
<td>Adopt land use and development policies/codes to reduce driving.</td>
<td>Strengthen Public Health</td>
</tr>
<tr>
<td>Adopt a Complete Streets policy.</td>
<td>ID and plan to reduce public health threats in the community that are exacerbated by climate change, i.e. mosquito and tick-borne illness and extreme temperatures.</td>
</tr>
<tr>
<td>Adopt a broadband plan to increase access to high-speed internet.</td>
<td>Establish a program to check on vulnerable residents during extreme heat or cold events.</td>
</tr>
<tr>
<td>Building Design</td>
<td>Implement school-based programs to educate students on mosquito- and tick-borne diseases prevention.</td>
</tr>
<tr>
<td>Execute a plan for municipal/tribal buildings and schools for energy efficiency and weatherization.</td>
<td>Utilize Climate Ready Infrastructure</td>
</tr>
<tr>
<td>Upgrade to energy-efficient appliances in municipal/tribal buildings.</td>
<td>Protect utilities to reduce physical damage and sustain function during extreme weather events.</td>
</tr>
<tr>
<td>Install a heat pumps or VRF system for air and water heating/cooling in municipal/tribal buildings.</td>
<td>Adopt DEP Stream Smart policy.</td>
</tr>
<tr>
<td>Upgrade streetlights and other lighting for municipally/tribally-owned facilities to LEDs.</td>
<td>Assess utility facilities for solar, anaerobic digester, etc.</td>
</tr>
<tr>
<td>Procurement policies to prioritize climate-friendly Maine products.</td>
<td>Public Engagement</td>
</tr>
<tr>
<td>Adopt the energy efficiency stretch building code (currently IECC 2021).</td>
<td>Establish an official committee of community stakeholders.</td>
</tr>
<tr>
<td>Require EV charging and solar energy readiness for new buildings.</td>
<td>Create a climate change education and outreach program for residents and businesses.</td>
</tr>
<tr>
<td>Adopt C-PACE ordinance for commercial property.</td>
<td>Amplify public health advisories for climate-related health and weather events, i.e. air quality advisories, extreme heat/cold, power outages.</td>
</tr>
<tr>
<td>Reduce Greenhouse Gas Emissions</td>
<td>Engage youth in resilience, clean energy, and energy use reduction.</td>
</tr>
<tr>
<td>Conduct a baseline for municipal/tribal energy use.</td>
<td>Create and support an energy reduction campaign or challenge among businesses.</td>
</tr>
<tr>
<td>Identify and track community emissions indicators.</td>
<td>Plan for Community Resilience</td>
</tr>
<tr>
<td>Adopt a resolution setting targets and a plan for reducing emissions.</td>
<td>Conduct a community vulnerability assessment and adopt a climate resilience plan to reduce risks.</td>
</tr>
<tr>
<td>Adopt a renewable energy ordinance(s) supporting renewable energy and energy storage.</td>
<td>Update local or county EMA hazard mitigation plan.</td>
</tr>
<tr>
<td>Adopt streamlined permitting for small solar/wind projects.</td>
<td>nergies.</td>
</tr>
<tr>
<td>Enter into a long-term service contract for renewable energy.</td>
<td>Clean Energy Jobs/Businesses</td>
</tr>
<tr>
<td>Install a renewable energy project</td>
<td>Install clean energy on brownfields.</td>
</tr>
<tr>
<td>Support Natural Resource Economy</td>
<td>Incentivize clean energy industry/businesses to locate in community.</td>
</tr>
<tr>
<td>Adopt policies to support local food production and consumption,</td>
<td>Encourage clean energy industries in economic development plans.</td>
</tr>
<tr>
<td>including community gardens.</td>
<td>Protect Natural/Working Areas</td>
</tr>
<tr>
<td>Adjust procurement policies to prioritize natural Maine products.</td>
<td>Increase green space and tree planting for carbon sequestration.</td>
</tr>
<tr>
<td>Clean Energy Jobs/Businesses</td>
<td>Plan to conserve 30% of land in the community by 2030.</td>
</tr>
<tr>
<td>Install clean energy on brownfields.</td>
<td>Create or update a watershed plan.</td>
</tr>
<tr>
<td>Incentivize clean energy industry/businesses to locate in community.</td>
<td>Develop natural resource/habitat inventory for climate impacts.</td>
</tr>
<tr>
<td>Encourage clean energy industries in economic development plans.</td>
<td>Conserve, revegetate, and reconnect riparian areas.</td>
</tr>
<tr>
<td>Protect Natural/Working Areas</td>
<td>Preserve climate-threatened natural areas via zoning or regs.</td>
</tr>
<tr>
<td>Increase green space and tree planting for carbon sequestration.</td>
<td>Implement a source water protection program.</td>
</tr>
<tr>
<td>Plan to conserve 30% of land in the community by 2030.</td>
<td>Adopt policies to prioritize shoreline protection of rivers/lakes.</td>
</tr>
<tr>
<td>Create or update a watershed plan.</td>
<td>Identify and protect open space in the floodplain.</td>
</tr>
<tr>
<td>Develop natural resource/habitat inventory for climate impacts.</td>
<td>Assess Climate Vulnerable Infrastructure</td>
</tr>
<tr>
<td>Conserve, revegetate, and reconnect riparian areas.</td>
<td>Conduct a vulnerability assessment of critical infrastructure and create a capital investment plan.</td>
</tr>
<tr>
<td>Protect natural/working areas.</td>
<td>Plan for Community Resilience</td>
</tr>
<tr>
<td>Increase green space and tree planting for carbon sequestration.</td>
<td>Conduct a community vulnerability assessment and adopt a climate resilience plan to reduce risks.</td>
</tr>
<tr>
<td>Plan to conserve 30% of land in the community by 2030.</td>
<td>Update local or county EMA hazard mitigation plan.</td>
</tr>
</tbody>
</table>
Community Resilience Self-Evaluation

Instructions: This tool is intended to help organize your community’s approach to increasing resilience to natural hazards and climate change impacts. Answer the questions to the best of your knowledge and seek information from your colleagues in municipal and county government and organizations in your community. Provide any relevant information in the explanation field. If it is difficult to give a clear yes or no response to a question, use the explanation field to explain why. There are no wrong answers and the responses here will not affect your community’s eligibility to receive grants. Where the response to a question is no, that may indicate an area of opportunity to address through a Community Action Grant.

<table>
<thead>
<tr>
<th>Community name:</th>
</tr>
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<tbody>
<tr>
<td></td>
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</table>

<p>| Self-Evaluation responses provided by: |</p>
<table>
<thead>
<tr>
<th>Please include contact info</th>
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<tr>
<th>Was this evaluation discussed during a community workshop? Include the date of the workshop.</th>
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</table>

Once the questions on the following pages are complete, use these prompts to identify potential next steps for your community:

<table>
<thead>
<tr>
<th>What are two things your community is doing well?</th>
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<thead>
<tr>
<th>What are two areas that could be improved in the short-term?</th>
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<tr>
<th>What is important for your community to address in the long-term?</th>
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<tr>
<th>What specific 3 to 5 actions are priorities for your community?</th>
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<tbody>
<tr>
<td>Question</td>
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<tr>
<td>-------------------------------------------------------------------------</td>
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<tr>
<td>1) Has your community assessed the likelihood of various types of hazards or disruptive events?</td>
</tr>
<tr>
<td>Your local or county hazard mitigation plan is a good starting place to find this information. Hazards can include storms, floods, wind, fire, extreme temperatures, drought, etc. Likelihood could be indicated either numerically or qualitatively as low, medium, or high.</td>
</tr>
<tr>
<td>2) Has your community assessed how the likelihood of each hazard has changed over time and may change in the future?</td>
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<tr>
<td>If your community has not tracked trends historically, you might infer past trends by determining if current priorities have shifted compared to past hazard mitigation plans. For example, drought or wildfire might be an emerging concern.</td>
</tr>
<tr>
<td>3) Has your community assessed the impacts or consequences of each type of hazard for the community?</td>
</tr>
<tr>
<td>For example, flooding on Main Street impedes emergency services or affects local businesses.</td>
</tr>
<tr>
<td>4) Is your community taking steps to reduce exposure to multiple risk types?</td>
</tr>
<tr>
<td>Your local or county hazard mitigation plan probably contains this information.</td>
</tr>
<tr>
<td>6) Is your community preparing for low-probability-but-high-consequence events?</td>
</tr>
<tr>
<td>These events could be, for example, a 1-in-100 year flood, or a prolonged electricity outage or heating fuel shortage. What events might the community need to consider?</td>
</tr>
<tr>
<td>7) Has your community assessed the consequences of multiple events or different types of hazards occurring in geographic or temporal proximity?</td>
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<tr>
<td>Examples could include back-to-back flooding events or a power outage during a heat wave.</td>
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<tr>
<td>8) Is your community assessing emerging risks (e.g., drought, wildfire) and identifying blind spots?</td>
</tr>
<tr>
<td>In addition to natural hazards, consider public health threats that might be worsened by climate change, such as contamination of drinking water sources and vector-borne diseases from ticks and mosquitos.</td>
</tr>
</tbody>
</table>
### Understanding Sensitivity and Building Resilience

9) Is your community tracking underlying societal characteristics and trends that increase vulnerability?  
☐ Yes  ☐ No  

This information might be found in your community’s comprehensive plan or economic development plan. Examples of characteristics and trends might include older or low-income populations, low housing availability, reliance on a single economic driver, aging infrastructure, environmental degradation, etc.  

Explanation:

10) Is your community proactively addressing vulnerabilities associated with these underlying characteristics?  
☐ Yes  ☐ No  

Look in your community’s comprehensive plan or economic development plan for strategies that might address these trends.  

Explanation:

10) Does your community have financial resources in reserve to cope with or absorb shocks?  
☐ Yes  ☐ No  

For example, a rainy-day fund.  

Explanation:

12) Is your community building flexible human capacity that can be drawn on in emergencies?  
☐ Yes  ☐ No  

For example, community emergency response teams (CERT) or mutual aid agreements with neighboring communities.  

Explanation:

### Improving Long-term Adaptive Capacity

13) Does your community have plans or policies that anticipate future climate risks and community sensitivity trends?  
☐ Yes  ☐ No  

Examples might include a comprehensive plan chapter that describes how the community is planning for climate change impacts, or a capital improvement plan that requires construction projects to consider future conditions like sea level rise, extreme rain, or drought.  

Explanation:
<table>
<thead>
<tr>
<th>14) Are there resources to sustain new capacity when needed?</th>
<th>□ Yes □ No</th>
</tr>
</thead>
<tbody>
<tr>
<td>This is different from Question 10 in that these resources</td>
<td>Explanation:</td>
</tr>
<tr>
<td>would need to sustain a new long-term commitment rather than</td>
<td></td>
</tr>
<tr>
<td>a one-time, short-term response. For example, if flooding</td>
<td></td>
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<tr>
<td>emerges as an issue, a revenue source such as a stormwater</td>
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<tr>
<td>utility fee could sustain a new community stormwater</td>
<td></td>
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<tr>
<td>management program.</td>
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</tbody>
</table>

| 15) Does the community have policies in place to build back | □ Yes □ No |
| smarter or recover with resilience after a disruptive event? | |
| Examples might include a flood ordinance that requires | Explanation: |
| compliance with the current building codes after | |
| substantial damage, or a communitywide post-disaster | |
| recovery plan. | |

| 16) Does the community stress test to ensure plausible risks | □ Yes □ No |
| are manageable? | |
| This might be a table-top exercise with emergency | Explanation: |
| management and community stakeholders, or a financial | |
| health analysis. | |

| 17) Does the community have a policy or process for managing | □ Yes □ No |
| uncertainty? | |
| Does the community have a way of making important decisions | Explanation: |
| when information is incomplete or unavailable? | |
Hi all,

Thank you so much for meeting with me yesterday. I was personally very interested in hearing about all of the ways that the Community Resilience Partnership can impact Chelsea, Randolph, and the surrounding towns that you work closely with.

After talking with Yvette this morning, I have some insight to some of the questions that were raised yesterday. Some important things to note are listed below.

- Only one grant application can be submitted by a town per grant cycle, you will have to choose either regional or individual.

- Unfortunately, with this program, reimbursement for a project is not an option. However, there are generous incentives up to 60% that have been seen for some heating options you should look at no matter if you are applying in March or not. If appliances can wait, then you should definitely use the March grant for that. If you have a quote for the heating system, you should contact Rick Meinking from Efficiency Maine to see what that rebate could look like; His email - richard.meinking@efficiencymaine.com.

- As for how much technical assistance is provided, Yvette will help with your grant writing once you are enrolled (this happens once those first three steps are done). That means that she can help you with grants that are not your first community action grant right away (fed, state, or philanthropy) and she can assist with future community action grants in September if that becomes your second community action grant.

- For engaging the community with the public meeting some places to advertise (if they exist) could be - a selectboard email list, local library, local churches, any CAP organizations, etc. to try and target the vulnerable/low-income population.

- With applying for two grants in the same fiscal year, I just wanted to reiterate that it’s a fresh slate for every application. Carrabassett Valley for example, applied for EV chargers last March and again this September and got the grant both times (they were in different locations of course). Many communities have been submitting for grants independently, but the intent of this partnership is for communities to work together, so regional projects more than likely have a better shot at getting funding (although, looking into it more – most communities are getting the funding they’re requesting).

Chelsea and Randolph would like to participate in the Community Resilience Partnership to explore ways that this funding opportunity can make these ideas and other community goals feasible. Here are our next steps:

**Christine** will review the checklist and draft language at your next meeting.

**Robyn** will gather supplementary grant information and use the state Climate Plan to pull justification for the projects related to the community’s priorities.

All need to decide on a date for when to meet next – after the new year perhaps?
Next meeting:
We will set a date for the Community Engagement session, go over the checklist/resolution, and look at the overall completion of the enrollment process. Decide how the grant writing process should look (who involved, consulting, KVCOG support, etc.)

If anyone has any more questions, please don't hesitate to send them my way. I look forward to working with you all!

Olivia Kunesh
Environmental Planner
Phone: 207-453-4258 Ext 222
Fax: 207-453-4264

17 Main Street
Fairfield, ME 04937
**Meetings Date**: February 8, 2023

**Agenda Item**: Discuss Proposed Chelsea Solar Array Ordinance | Town Meeting 2023 Presentation?

**Estimated Cost**: n/a

The Planning Board has been working on updates to the Chelsea Solar Array Ordinance. Attached is a copy of the proposed changes to the ordinance. These changes are proposed to go to annual town meeting in June.

This is an opportunity to have the Board interact with the proposal and if approved commend the Planning Board for their work and plan to move it to a town vote.

**Town Manager and/or Dept. Recommendation**: The Town Manager does not have a recommendation.

<table>
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<tr>
<th>Requested Action</th>
<th>Departmental Follow-Up</th>
<th>Miscellaneous</th>
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CHELSEA SOLAR ARRAY ORDINANCE

Section 1. Purpose

The purpose of this ordinance is to accomplish the following objectives with the least possible regulation.

1. To encourage the development of on-site energy production and consumption.
2. To protect the public health and safety.
3. To promote the general welfare of the community.
4. To conserve the environment, wildlife habitat, fisheries, and unique natural areas, and
5. To fit these systems harmoniously into the fabric of the community by providing standards for alternative energy systems and other types of arrays.

Section 2. Authority

1. The Chelsea Planning board is vested with the authority to review and approve, approve with conditions, or reject any application for Solar Energy Conversion Arrays (Arrays) as defined in this Ordinance. An array shall have been approved by the Planning Board before a building permit may be issued under the Building Permit and Occupancy Ordinance.

1. In the event the Planning Board requires expert opinions, advice, or testimony during the course of reviewing the application to determine the impact to surrounding properties or public safety implications, or to resolve any other issues regarding the proposal, it shall first use due diligence to obtain and utilize free services from governmental or non-profit sources.

2. Should the Planning Board not be unable to obtain and utilize free services, the Selectboard may authorize the hiring of independent third-party consultants to review array proposals in order to determine the impact to surrounding properties or public safety implications or resolve any other issues regarding the proposal. The Planning Board shall require the applicant to pay for such services after giving notice to the applicant of the name of the expert, the area of qualification of the expert, and the purpose for which the expert is required and the approximate cost of the expert.

3. The applicant shall be provided with an opportunity to meet with the Code Enforcement Officer to arrange a schedule for payment of the costs.

4. The applicant shall have the right to request a public hearing before the Appeals Board to determine if the experts, as noticed by the Planning Board, are necessary to a determination of any issue properly before the Planning Board, and if the approximate costs of the expert are reasonable. The applicant shall request the hearing within 10 days of receipt of the notice establishing the necessity and costs of any independent third-party consultant, or such time as is agreed to by the Planning Board and the applicant. It will be the applicant's burden to prove that the requested expert is unnecessary, or that the cost is not reasonable,
In addition to any other applicable provisions of this Ordinance, before granting a Solar Array Complex Plan approval, the Planning Board must find that the proposed plan will comply with such of the following standards as applicable.

5. Planning Board has the right to hold a public hearing

6. The applicant is required to notify all abutters via certified mail a minimum of 14 days prior to the Planning Board Meeting for consideration of the application.

Section 3. Exempt Arrays

The following arrays are exempt from this Ordinance:

1. Roof-mounted on any legally permitted residential or residential accessory structure.
2. Ground- or pole-mounted for private use, with a panel area less than 2500 square feet.
3. Building integrated solar (i.e., shingle, hanging solar, canopy, etc...).
4. Repair or replacement of array components that do not enlarge the area of the existing array.

5. Commercial buildings utilizing solar energy for on-site operational purposes only. Section 4. Solar Array Complex Plan Review

All non-exempt arrays must be approved by the Chelsea Planning Board through this Ordinance.

The following requirements must be included in a Solar Energy Conversion Array application:

1. All application materials required under the Building Permit Ordinance and any applicable fee established by the Board of Selectmen.

2. A site plan showing property lines, the location of any wetlands or flood zones, the location of proposed panels, equipment, fencing and access roads, and the location and setback of any roads or streets.

3. A submission showing results of four soil samples per acre from the site to establish a baseline for soil condition comparison upon decommissioning. The Town reserves the right to request additional samples for sites on or adjacent to former landfills or for sites where contamination is discovered during the soil testing process.

The soil samples are required to test for the following in order to develop a baseline.  
Additional chemicals may be required to be tested at the request of the planning board.

Soil Organic Matter

Soil PH
Calculated Cation Capacity
Nutrients, phosphorus, potassium
Magnesium, Sulfur, Calcium
Boron, Copper, Iron
Manganese, Sodium
Zinc, Lead, Nickle, Chromium, Cadmium

4. A decommissioning plan signed by the party responsible for decommissioning and the landowner (if different) whose minimum requirements meet the standards in Section 5 of this Ordinance. Such plan must be filed in the Kennebec County Registry of Deeds prior to the first operation of the array.

5. A Waste Stream Management Plan (WSMP) for the construction waste and debris at the site of the said Array, including but not limited to cardboard, wood, scrap metal, scrap wire, and clearing and grading wastes, from the construction site and the disposal site(s) of such waste. Information on the amount of material that is being recycled shall be included in the WSMP. The Code Enforcement Officer shall conduct a final inspection to ensure compliance with the approved plan.

Section 5. Guarantee For Removal

At the time of approval of a proposed array, and prior to initiating construction of any array within the Town of Chelsea, the applicant must guarantee the costs for the removal of the facility.

1. The amount of the guarantee shall be equal to 125% of the estimated removal cost or $500,000.00 whichever is greater, provided by the applicant and certified by a professional civil engineer licensed in Maine or a professional array construction company.

2. The owner of the facility shall provide the Planning Board with a revised removal cost estimate and structural evaluation prepared by a professional civil engineer licensed in Maine or a professional array construction company every five (5) years from the date of the Planning Board's approval of the Solar Array Complex plan.

3. If the cost has increased more than fifteen (15) percent, then the owner of the facility shall provide additional security in the amount of the increase. The applicant may also request adjustments in the guarantee.

4. Types and Contents of Guarantee - One of the following performance guarantees chosen by the applicant shall be provided on approval of the application,

a. Interest-Bearing Escrow Account - A cash contribution equal to 125% of the estimated removal cost for the establishment of an escrow account shall be made by either a certified check made out to the Town, direct deposit into a savings account, or
purchase of a certificate of deposit.

i. For any account opened by the applicant, the Town shall be named as owner or co-owner, and consent of the Town shall be required for withdrawal.

ii. Any interest earned on the escrow account shall be returned to the applicant unless the Town has found it necessary to draw on the account, in which case the interest earned shall be proportionately divided between the amount returned to the applicant and the amount withdrawn to complete the required work.

b. Performance Bond -

A performance bond shall detail the conditions of the bond, the method for release of the entire bond or portions of the bond to the Town, and the procedures for collection by the municipality. The bond documents shall specifically reference the array facility for which approval is sought.

C. Irrevocable Letter of Credit -

An irrevocable letter of credit from a bank or other lending institution shall indicate that funds have been set aside for the removal of the array facility and may not be used for any other project or loan. The letter of credit shall detail the procedures for collection by the municipality. The conditions and amount of the performance guarantee shall be determined by the Planning Board with the advice of the Town Selectmen, and/or Town Attorney, expenses paid for by the applicant.

Section 6. Decommissioning and Abandonment

1. The owner or operator of the facility, or the owner of the parcel if there is no separate owner or operator of the facility or if the owner/operator fails to do so, shall do the following as a minimum to decommission the project:

   a. Remove all non-utility owned equipment, conduits, structures, fencing, and foundations to a depth of at least four feet below grade.

   b. Submit the results of 4 soil samples per acre to compare to the original soil samples taken at the time of application. If there is any contamination or pollution in the soils it shall be the responsibility of the operator of the facility to restore the soils to its original state.

   c. Revegetate any cleared areas with appropriate plantings that are native to the region according to an approved Solar Array Complex plan, unless requested in writing by the owner of the real estate to not revegetate due to plans for agricultural planting or other development subject to the Planning Board’s approval.
d. Fill in all holes, depressions or divots resulting from the construction of the array.

2. All said removal and decommissioning shall occur within 12 months of the facility ceasing to operate.

3. Abandonment will occur as a result of any of the following conditions unless the lessee or owner of the facility or of the parcel notifies the Code Enforcement Officer of the intent to maintain and reinstate the operation of the facility within 30 days of the following events:
   a. The land lease (if applicable) ends; or
   b. The system does not function for 12 months; or
   C. The system is damaged and will not be repaired or replaced.

4. A notice submitted to the Code Enforcement Officer of the intent to maintain and reinstate the operation of the facility shall be updated every six months with a statement of the progress made towards that goal.

5. If the facility has not returned to operational condition within one year from the date of the first notice of the intent to maintain and reinstate the operation of the facility, the Code Enforcement Officer shall find the facility has been abandoned unless there is documentable evidence that the process has had significant progress and in the Code Enforcement Officer’s opinion is likely to be completed in a timely manner.

6. Upon determination of abandonment based on the foregoing, the Code Enforcement Officer shall notify the party (or parties) responsible by certified mail or by hand delivery with signed receipt that they must remove the facility and fully restore the site in accordance with section 6 subsection (1) of this ordinance within three hundred and sixty (360) days of notice by the Code Enforcement Officer. A copy of the notice shall be forwarded by the Code Enforcement Officer to the Board of Selectmen.

   a. In the event the lessee of the facility fails to decommission the facility as outlined above, the landowner shall decommission the facility within 90 days of notice by the Code Enforcement Officer.
   b. In the event the landowner fails to remove the facility as stated above, the Town of Chelsea shall have the facility removed and shall reimburse the Town’s costs by accessing any performance guarantee provided.
   c. Any unpaid costs associated with the removal after one year of removal shall be enforced as a special tax to be assessed against the real estate of the array site,

Section 7. General Standards for all Arrays

1. Unless otherwise specified through a written contract, lease or other agreement, a copy of which is on file with the Chelsea Code Enforcement Officer, the property owner of record will be presumed to be the responsible party for owning and maintaining the array.

2. Approval under this Ordinance is conditional upon compliance with all other Chelsea
Ordinances, the Maine Plumbing and Electrical Codes, Natural Resources Protection Act, Storm water Management Law or other applicable regulations and any requirements of the local utility if any array is to be connected to any existing electric grid.

3. An array shall not be constructed until the Solar Array Complex plan has been approved by the Planning Board and a Building Permit has been issued by the Code Enforcement Officer and any applicable appeal period having passed without an appeal being filed.

4. All arrays shall be operated and located such that no disruptive electromagnetic interference with signal transmission or reception is caused beyond the site. If it has been demonstrated that the system is causing disruptive interference beyond the site, the system operator shall promptly eliminate the disruptive interference or cease operation of the system.

5. All on-site electrical wires or piping associated with the system shall be installed underground except for "tie-ins" from above-ground mounted installations and to public-utility company transmission & distribution poles, towers and/or lines. This standard may be waived by the Planning Board if the project terrain is determined to be unsuitable for underground installation.

6. The array site shall not display any permanent or temporary signs, writing, symbols, logos, or any graphic representation of any kind except appropriate manufacturer's or installer's identification and warning signs.

7. Array placement must be designed to minimize or negate any solar glare onto nearby properties, or roadways.

8. If lighting is provided at the site, lighting shall be shielded and downcast such that the light does not spill onto the adjacent parcel or the night sky. Motion sensor control is preferred.

9. Any point of potential contact of people or animals with generated electric current must be secured.

10. The boundaries of any nonexempt array that borders any road or any abutting residential dwelling lot shall consist of a vegetated buffer the width of the required setback along that border, in addition to any fence that may be erected, and existing vegetation should be used to satisfy these planting requirements where possible. Berms with vegetation are encouraged as a component of any buffer and the Planning Board may allow up to 25% reduction in the required buffer width where a berm is to be constructed. The buffer shall screen the array from view by any abutting roads or any nearby residences to the greatest extent practical. In the event no natural vegetation exists a plan by a licensed arborist shall be submitted to the Planning Board for approval. The plan shall contain indigenous species of conifers or evergreens and must be maintained to adequately screen the array.

11. Arrays covering permanent parking lots and other hardscape areas approved by the Planning Board are encouraged in order to limit the amount of stormwater flowage. Where the array will cover existing hardscape (impermeable surface) areas, the Planning Board may in its discretion waive the vegetated buffer requirement so long as the required setback is
met.
12. If electric storage batteries are included as part of any array system, they must be installed according to all requirements set forth in the National Electric Code and State Fire Code, when in operation. When no longer in operation, the batteries shall be disposed of in accordance with the laws and regulations of the Town of Chelsea, State of Maine and any applicable federal or local laws and regulations relating to solid, special, or hazardous waste disposal.

13. Financial gain from "Net metering’ for electric power is not considered a commercial activity if used to offset energy costs of private individuals only.

Section 8. Dimensional and Design Standards

1. Setbacks: All parts of the array shall be setback from all property lines a distance equal to the required minimum setback required by the Building Permit and Occupancy Ordinance plus ten (10) feet for each 100,000 square feet fraction thereof of array collector surface area or a 100’ minimum setback, whichever is greater.

2. Height: A ground - or pole - mounted SECA shall have a maximum height of 20 feet as measured from the ground level to the system’s highest point at full tilt,

3. Roof Load: The weight of any array proposed to be roof mounted on any non-exempt structure must be calculated and the applicant must submit a determination by a registered engineer with stamped certification or finding that the load rating of the underlying structure can accommodate the additional weight of the SECA.

4. Lot Coverage: The maximum surface area of a ground - or pole - mounted panel system, regardless of the mounted angle, shall be calculated as part of the overall lot coverage or area of the structure, for the purposes of any applicable Town of Chelsea ordinance.

5. Design Standards:

   a. Any height limitations of this Ordinance shall not be applicable to roof-mounted solar collectors provided that such structures are erected only to such height as is reasonably necessary to accomplish the purpose for which they are intended to serve.

   b. Array installations shall not obstruct solar access to neighboring properties.

   c. The array structure shall be a non-reflective color that blends the system and its components into the surrounding landscape to the greatest extent possible and incorporates non-reflective surfaces to minimize any visual disruptions.

Section 9. Retroactive Clause

Notwithstanding the provisions of 1 M.R.S.A §302, and regardless of the date on which it is approved by the voters, this Ordinance shall be effective as of February 1, 2021 and shall govern any and all applications for permits or approvals required under the applicable laws of The Town of Chelsea Maine that were or become pending before any officer board or agency of The Town of Chelsea on or at any time after February 1, 2021.
Section 10. Conflicts; Savings Clause

Any provisions of the Town’s ordinances that are inconsistent with or conflict with the provisions of this Ordinance are hereby repealed to the extent applicable. If any section or provision of this Ordinance is declared by a Court of competent jurisdiction to be invalid, such a declaration shall not invalidate any other section or provision.

Section 11. Violations and Enforcement

Violations of this Ordinance shall be subject to per-day penalties in accordance with 30-A M.R.S. § 4452 and the violator shall be assessed the Town’s reasonable attorney fees and costs. The Code Enforcement Officer shall have authority to enforce this Ordinance.

Section 12. Restrictions on number of Solar Array and Battery Banks in Chelsea Town Limits.

1. At no time will there be any more than three (3) solar array projects in the Town of Chelsea following the decommissioning or abandonment of any of the current solar array projects approved or constructed. No additional replacement solar array projects will be allowed within Chelsea town limits.

2. Battery Storage units, whether attached to a solar array or built separately will not be constructed within Chelsea Town limits.

DEFINITIONS

Array: A Solar Energy Conversion Array.

For the purposes of this Ordinance, any single antenna or panel greater than 5,000 square feet of surface area is included in this definition.

Examples of arrays are, but are not limited to, solar heating panels, solar photovoltaic panels, concentrated solar thermal installations, and antenna arrays.

Berm: A barrier constructed of landscaped earth, four (4) feet or more in height measured from the outside base of the berm. Berms may be pierced with reasonable access ways no more than twelve (12) feet in width as approved by the Planning Board.

Solar Energy Conversion Array (SECA): The components and subsystems required to convert solar energy into electric or thermal energy suitable for use. The term applies, but is not limited to, solar photovoltaic (PV) systems, solar thermal systems, concentrated solar thermal installations, and solar hot water systems.

Battery storage unit or battery Energy Storage System means an electric storage resources capable of receiving electric energy from the grid or other electric resource and storing it for later injection of electric energy back to the grid.
<table>
<thead>
<tr>
<th>Meeting Date</th>
<th>Agenda Item</th>
<th>Est. Cost</th>
</tr>
</thead>
<tbody>
<tr>
<td>February 8, 2023</td>
<td>Written Communication</td>
<td>n/a</td>
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Attached are written reports from team members and RSU #12. CEO Lumbert will have a prepared report ready for the meeting.

**Background Information**

**Town Manager and/or Dept. Recommendation**
The Town Manager recommends adoption of the submitted reports.

**Requested Action**

**Departmental Follow-Up**

**Miscellaneous**
February 8, 2023

To: Chelsea Municipal Officers

From: Christine M. Landes, Town Manager

Re: Written Report for 2/8/2023 Meeting

Computer issues have seemed to consistently be plagued the office. Sometimes the internet will be down, Trio will not work properly, or the equipment runs super slow. I have been working with the IT company to remedy this as much as possible until the voters are asked to consider the budget to upgrade three computers in the next year.

I learned that the town will not be the recipient of any FEMA funds as we did not exceed the required amount for approval either as a total or separate categories. I will work with Kennebec EMA to see if any more costs can be added to get the town to the point it needs to be for reimbursement.

I attended a Kennebec EMA meeting with multiple municipalities that talked a lot about how we can all work together to progress the county further along and bring more regionalization programs to the residents. These will be held multiple times a year to hopefully progress with some initiatives.

I received a marijuana license renewal and an application for a new facility. Working with each of these companies has been a pleasure and they are very appreciative of all the work the town has done to be accepting of the business here in Chelsea.

Bangor Payroll is coordinating the process of switching over payroll starting the middle of March. It will be a little bit of work, but the end result will be positive for all team members that service the town.

Several orders of salt have been received along with sand. McGee has diligently been working to mix the products so that our contractors can place the product out in a quick
fashion. There continues to be some concerns with the plowing of the roads, however I have dealt with them individually and kept the plow contractor in the loop.

The budget for fiscal year 24 is all complete. The next steps will be the municipal officers and budget committee review for a recommendation for town meeting in June. The budget is very realistic and should put the town on track for a constant mill rate at least this year coming.

I have been working with a former town auditor to bring all of the budgetary items up to speed and make sure they are correct prior to the auditors arrival sometime this month. There will be some work to do, however, I am fortunate to have the connection that will be a huge benefit for the town at a significantly lower rate than most other finance specialists.

Weather has been a plague for at least two business day openings. Both of those days resulted in late openings of 10am. This allowed team members to safely arrive and the facilities to be cleaned up as far as walkways for customer use.

I have enjoyed my five months here so far and I look forward to serving the town, the board, and the people that call Chelsea home. Thanks for the opportunity.
CLERK'S REPORT JANUARY 2023

HUNTING/FISHING LIC  175.00
BOAT TAGS        264.00
BUILDING PERMIT  62.00
SNOWMOBILE      1,124.50
ATV REGISTRATION 71.00
STATE MONIES    42,962.41
ACCOUNTS RECEIVABLE 1,389.50
MJ LICENSING    2,250.00
VITALS - MARIAGES  55.00
REAL ESTATE PAYMENT 25,351.51
TAX LIEN PAYMENT  200.00
MOTOR VEHICLE    11,582.00
DOG REGISTRATION 228.00

85,714.92

Was terribly sad to see Cody leave. He certainly was very knowledgeable in regards to elections, he was very quick to pick up and was very effective in dealing with the public. Sometimes it is easier for a male to hear something from another male rather than a female...at least some seem to find it more credible. Sandra D has started picking up some extra hours for now.

Cheryl Mitchell
<table>
<thead>
<tr>
<th>DATE</th>
<th>TIME</th>
<th>NAME</th>
<th>LOCATION AND NATURE</th>
<th>ACTION TAKEN</th>
<th>MILES</th>
<th>HOURS</th>
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<tbody>
<tr>
<td>1/1</td>
<td>11A</td>
<td>Ashley Olsen</td>
<td>Followed up on stray cat called &quot;Tigger&quot;</td>
<td>She was at hospital. Mother said she would be back to us but didn't</td>
<td>0</td>
<td>1/2 HR</td>
</tr>
<tr>
<td>1/3</td>
<td>9:12</td>
<td>Self</td>
<td>Called Chelsea White</td>
<td>Vaillancourt's Horse &amp; Donkey. She told me about Angel getting 3 Puppies</td>
<td>0</td>
<td>1/2 HR</td>
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<tr>
<td>1/6</td>
<td>10:44</td>
<td>Kellett</td>
<td>Angel Vaillancourt's puppy is sick. Had to</td>
<td>Convince Angel to bring him in at 3pm. Possible Parvo. Tagged to</td>
<td>14.5</td>
<td>1 HR</td>
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<td></td>
<td></td>
<td>VEAH</td>
<td>take Veterinary on Horse + Donkey. Took notes on what they need to get healthy</td>
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<td></td>
<td>1/7</td>
<td>Melissa</td>
<td>wellness check on Horse + Donkey. Took notes</td>
<td>Horse Breaker puppy, Elle. Many texts from Angel Vaillancourt. It ran back</td>
<td>10</td>
<td>1 1/2 HR</td>
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<tr>
<td></td>
<td>1/9</td>
<td>Miranda</td>
<td>McDonald's dog. House: 60/68 Logan Ridge Rd.</td>
<td>into McDonald's yard.</td>
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<tr>
<td></td>
<td>1/11</td>
<td>Self</td>
<td>Called T. to check license status for McDonald dog. He wasn't home so I left a card.</td>
<td>Satisfactory Rating</td>
<td>5</td>
<td>1 HR</td>
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<tr>
<td></td>
<td>1/10</td>
<td>Tiffany Fowler</td>
<td>Texted Tiffany Fowler to set up Kennedy Inspe</td>
<td>60/68 Logan Ridge Rd.</td>
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<td>30-630</td>
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<tr>
<td></td>
<td>1/12</td>
<td>Andrew</td>
<td>60/68 Logan Ridge Rd.</td>
<td>I gave him a Jabby. He called and said &quot;Hunter&quot; was doing for unlicensed and deceased, other was doing for a horse dog. He 2d Warnings.</td>
<td>0</td>
<td>5 min</td>
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<td>McFarland</td>
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<tr>
<td>1/13</td>
<td>9A</td>
<td>Self</td>
<td>Wellness check on Vaillancourt's Horse + Donkey. Under 160 Sylvester Ave. weight</td>
<td>Covered blankets, but urine file still an issue. *</td>
<td>10</td>
<td>45 min</td>
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<td>1/14</td>
<td>Self</td>
<td>Training &quot;How to Prepare for the Unknown, Infection Control Lessons from the</td>
<td>Control lessons from the Covid-19 Pandemic. 1 1/2 Credits.</td>
<td>0</td>
<td>1 1/2 HR</td>
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<td></td>
<td>4:07</td>
<td>Annie</td>
<td>Tammy Chambers. Dog is loose 29 Windsor Rd.</td>
<td>&quot;Keep&quot; out all day, they are lively at 9/2 Windsor Rd. &quot;Keep&quot; inside now.</td>
<td>0</td>
<td>1 1/2 HR</td>
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<td>Mckechnie</td>
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**CHELSEA ANIMAL CONTROL LOG**

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<tr>
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<th>ACTION TAKEN</th>
<th>MILES</th>
<th>HOURS</th>
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<tbody>
<tr>
<td>1/13</td>
<td>CE 3p</td>
<td>Self</td>
<td>Training “More, Better Adopters”, 5 Credit hrs</td>
<td>Found dog picked up!</td>
<td>0</td>
<td>1/2 hr</td>
</tr>
<tr>
<td>1/15</td>
<td>2:20</td>
<td>Linda Weston</td>
<td>355 S. Hallowell Rd. 400, dog running in yard, will keep til own guidance</td>
<td>Found dog picked up!</td>
<td>0</td>
<td>15 min</td>
</tr>
<tr>
<td>1/15</td>
<td>3p</td>
<td>Caroline Trip</td>
<td>“George” missing from 450 S. Hallowell Rd. No kids in house; 10-year-old Yorkie named X</td>
<td>They live across the street from Weston, will find out during unscheduled dog search.</td>
<td>0</td>
<td>15 min</td>
</tr>
<tr>
<td>1/16</td>
<td>3p</td>
<td>Self</td>
<td>Annual Animal Welfare Survey - On-line + written survey</td>
<td>Printed out survey given to T.O.</td>
<td>8</td>
<td>4 1/2 hrs</td>
</tr>
<tr>
<td>1/17</td>
<td>2:50</td>
<td>New England Hospital</td>
<td>Angel-Vaillant counted records; emailed to me; Angel supposed to bring records to vet office</td>
<td>Printed out records for file 13 wk “Callie T.” (X was = vaccinated - 1st time)</td>
<td>0</td>
<td>1 hr</td>
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<tr>
<td>1/24</td>
<td>12:35</td>
<td>Myna Discoll</td>
<td>Mascot Dunbar checked in, 80 Togus Rd., not fed, watered, in yard.</td>
<td>No shelter - 10 chis not seen. Also unlicensed medium size Br. dog</td>
<td>0</td>
<td>1/2 hr</td>
</tr>
<tr>
<td>1/23</td>
<td>12:30</td>
<td>Self</td>
<td>Training “IT NRM” Trap, Neuter/Freeze Monitor, Feral Cat Colony Care</td>
<td>On-line CE - 2 hrs</td>
<td>0</td>
<td>2 hrs</td>
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<tr>
<td>1/24</td>
<td>1:30</td>
<td>Myna Discoll</td>
<td>I drove out 1 x + called + texted. Several X’s attachments left notice + my cards.</td>
<td>I fed + watered chis 3:15-4:15pm and checked on them 1 last time at 8pm</td>
<td>8</td>
<td>2 hrs</td>
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<tr>
<td>1/25</td>
<td>10:45</td>
<td>Self</td>
<td>Called Ryan Blanchard to see if he would vaccinate</td>
<td>Her 2 great Danes 16 Syracuse Ave. He will go 10/23/21 with her brother; I spent 15 hrs on this.</td>
<td>10</td>
<td>1 hr</td>
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<tr>
<td>1/25</td>
<td>12:10</td>
<td>Jake Dunbar</td>
<td>He called, it sent picture of whose chis kept + food.</td>
<td>Filed complaint - will follow up for more complaints</td>
<td>0</td>
<td>15 min</td>
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<tr>
<td>1/30</td>
<td>12p</td>
<td>Myna Discoll</td>
<td>3 missed calls, Jake Dunbar, 53 Togus Rd. 2 text to Jake Dunbar chi are loose - in road side of road at 53 Togus Rd. 80 Togus Rd 1080 300 Togus Rd. 100 Togus Rd. He said chis were in garage when he saw them. Google search works. This is the 8 chis.</td>
<td>He called, it sent picture of whose chis kept + food.</td>
<td>0</td>
<td>1/2 hr</td>
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<tr>
<td>1/30</td>
<td>4p</td>
<td>Jake Dunbar</td>
<td>I told him they needed shelter + water.</td>
<td>He decided to give the chis to his sister; the would not tell me where she lives.</td>
<td>0</td>
<td>1/2 hr</td>
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**TOTALS**

- Miles: 83.5
- Hours: 23.5
Superintendent Report

The RSU 12 budget development process is now in full swing. There are many unknowns as we attempt to build a budget for next year. We are also not clear on the financial picture in terms of Maine state subsidy as there are a few bill proposals that could alter the funding formula. There are a lot of moving parts right now. We hope to have a clearer picture by March.

Budget Presentations to RSU 12 towns will take place in person during Selectboard meetings in each town during March and April. Below are some important dates to take note of.

During March and April 2023 - RSU 12 Finance Committee Budget Presentations at Town Selectman's meetings and community input.

April 4 - Finance Committee to deliberate on community input and propose Budget to RSU 12 Board
April 13 - Board meeting - Finance Committee proposes FY 24 budget to RSU 12 Board of Directors; Board votes on whether to adopt the budget; Board signs warrants and votes to call the District Budget Meeting

April 15th - Draft Budget line by line, and supporting documents posted on the RSU 12 website.

May 24th - Budget Validation Meeting - Chelsea Elementary School, 6:30pm
May 26 - Budget Referendum Warrants posted to all towns, Notice of Amounts Adopted to All Towns, Absentee Ballots delivered

June 13th - Budget Validation Referendum all towns.

Curriculum and Technology Report

The winter NWEA testing term is open through mid February. Winter testing is not required by the State of Maine, but RSU 12 teachers use this testing to inform local decisions around instruction and intervention and to monitor progress towards spring goals. In the meantime, the State has begun its transition from the NWEA MAP test that we have been using to the NWEA Through Year Assessment. The Through Year Assessment is designed specifically for the State of Maine to meet federal requirements around the identification of specific benchmarks that identify whether students have met State expectations. The State assures us that the Through
Year assessment will result in a score that can be compared to NWEA’s MAP tests, allowing for longitudinal comparisons, and will result in an indication of the degree to which a student has met State expectations for the given grade level. NWEA, in partnership with the State, will be offering professional development to teachers and administrators over the next two months.

### Westport Island Student Count Information

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<th>9-12 Boothbay-Boothbay Hbr CSD</th>
<th>9-12 Lincoln Academy</th>
<th>9-12 RSU 01</th>
<th>9-12 Waynflete School</th>
<th>9-12 Wiscasset School Department</th>
<th>Chelsea Elementary School</th>
<th>K-3 Boothbay-Boothbay Hbr CSD</th>
<th>K-3 Center for Teaching and Learning</th>
<th>K-3 Chewonki Semester School</th>
<th>K-3 Edgecomb School Department</th>
<th>K-3 Great Salt Bay CSD</th>
<th>K-3 RSU 75/MSAD 75</th>
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**Chelsea Elementary School Report**

With the weather lately, I think we can say winter finally found us. Now, if only it would be snow instead of sleet and ice so the kids can go outside and play in it! This time of year can seem a little inconsistent when you have unexpected weather delays, but staff at Chelsea
Elementary certainly know how to harness the extra winter energy. The kids came back from break ready to get back to learning and eager to see their friends again.

Our middle school team has started a new schedule that has kids moving more to better meet their needs, and so far it is working out great. The students have gone from 70 minute classes to 45 minute classes, but see their ELA and Math teachers twice a day. For instance, their 70 minute ELA class is now split into a 45 minute Writing class and a 45 minute Reading class with other subjects in between. This means they ultimately get more time for ELA altogether, but they get a break to move and focus on another subject for a time before returning back to that classroom to focus on another English component. Math classes have been split into a 45 minute Math instruction block and then later in the day students get a 45 minute Math lab where they get targeted help on the area they are working on.

Sadly, with the return from break, one of our staff members lost a close family member, Rémy Pettengill, who was only 17 and a student at Erskine Academy. As a community, we have come together to help support our staff member, and the Pettengill family. This week we are collecting socks to donate to the homeless shelters and veteran’s homes as that is something Rémy used to do as an Eagle Scout to help honor his memory and donate to a worthy cause as well. Our basketball teams also played China on Friday, 1/13/23, where Rémy was a former student, and his brother was playing that day as well. To honor Rémy, both our players and the China players wore crazy socks.

**Palermo Consolidated School Report**

We have started the new year off strong by engaging our middle school students in having a voice in their school community. Each year students complete a climate survey which gives us information about how students are feeling about school, their work and their social environment. The middle school students have been asked to take a look at this data and help the staff with ideas to improve our school climate. Many students expressed that things at school are going well, but we also received some helpful ideas such as movement breaks, time to talk to teachers for support, and more chocolate milk! Students who know their opinions matter will feel like they are a part of their school community and show a more vested interest in how people feel at Palermo School.

These types of surveys are part of our PBIS (Positive Behavior Interventions and Supports) philosophy. This philosophy helps our staff work together to help students by being consistent with our expectations, by providing a positive approach to behavior and by providing interventions to students in need. To celebrate the students’ hard work and positive choices we hold an assembly each month. Students can earn extra rewards such as extra recess, a dance party, or physical time by earning panther paws. We are showing them that we appreciate their hard work.
Students in our student council have been also working hard as a team by raising money for the PALS cat shelter. They held a food drive for the organization and were able to spend some time with the cats at the shelter when they delivered the food. Students tell us that they love field trips because they would never have these opportunities. Last week, Mr. Drew, came to school to show off his animals and talk about protecting our environment. The students loved seeing Mr. Drew put a huge cockroach in his mouth and let it crawl up his face... oh the screams we heard at that one!

Whitefield Elementary School Report

I am pleased to report that WHES has received another grant from the Berlin City Motor Group for $5000. Submitted by Karen McCormick, this grant will be used to add an equipment shed to the WHES Greenhouse complex. I want to congratulate Karen for her pursuit of this grant and for unwavering commitment to the vision of the Greenhouse project. This grant will add another component to the facility and will greatly improve the effectiveness of our agricultural program. Karen will be joining us in February, along with some students, to present about the ever-expanding Greenhouse facility and what it offers to both WHES and the district.

Windsor Elementary School Report

The holiday spirit was bright at Windsor School in December. It’s an interesting time of year; students are excited for the holidays so staff may have to work a little harder to keep them focused and engaged. Effective educators recognize this and work with the holidays, rather than against them. For example, second graders at WES could be found experimenting with candy canes. First graders wrote kindness letters to each other and hung them in stockings. In the learning commons, students learned about old fashioned traditions. I could go on and on with examples like these, but the key is understanding students at their level and creating learning experiences that challenge and excite them.

Speaking of traditions, at Windsor School, staff has engaged in The 12 Days Before Vacation for the past few years. It’s a great way to bond as a staff while also taking time to be a little bit less serious. For example, we all dress like candy canes on National Candy Cane Day (up for any interpretation). National Maine Day fell on the same day as National Crossword Puzzle Day, so the staff were challenged to fill out a Maine trivia crossword puzzle. The trick came when they had to be caller # 5 and answer a specific question for a prize. Lots of fun and modeling joy in the workplace for our students.

Many other exciting events happened during the month of December. Our Student Council sponsored a food/toy drive for the Humane Society, which was a huge success. They also helped out on a Saturday when Central Church brought hundreds of presents to the school for our families to choose for their children. Basketball season started up, which we had been looking forward to. This year WES has four teams. We had our holiday concert and even had a visit from Mr. Drew and His Animals Too. 2022 was a wonderful year and we’re excited to see what 2023 brings.