



# Town of Bowdoinham

13 School St • Bowdoinham, ME 04008

Phone 666-5531 • Fax 666-5532

www.bowdoinham.com

*Received 8/4/21  
J. Curtis*

## PLANNING BOARD APPLICATION

Type of Application:     Shoreland Zoning     Site Plan Review –  Tier II     Tier II  
    Land Use                                     Subdivision –  Minor     Major

### Applicant Information:

Name: Five Buds Farm LLC  
Mailing Address: 704 Pleasant Hill Road, Brunswick, ME 04011  
Telephone: 207 632 4109  
Right, Title, Interest in Property:     Owner     Other Partner  
*(appropriate documentation must be provided)*

### Owner Information:

Same as Above  
Name: Libby Holdings LLC  
Mailing Address: 112 Pond Road, Bowdoinham, ME 04008  
Telephone: \_\_\_\_\_

### Agent Information:

Name: Taber B. Newton  
Mailing Address: 704 Pleasant Hill Road, Brunswick, ME 04011  
Telephone: 207 632 4109  
 Surveyor     Engineer     Other: \_\_\_\_\_

### Property Information:

Map/Lot Number: R2 Lot 63F  
Property Address: 112 Pond Road, Bowdoinham, ME 04008  
Lot Size: 3.22 acre                                    Lot Frontage: 415'  
Existing Lot Coverage: \_\_\_\_\_                                    Proposed Lot Coverage: \_\_\_\_\_  
Water Service:  Public     Private    Road Ownership:  State     Town     Private  
Floodplain:     No     Yes                                    Shoreland Zoning:  No     Yes: \_\_\_\_\_  
Tax Program:     No     Agriculture     Open Space     Tree Growth  
Land Use District:  Residential/Agricultural     Village I     Village II

**TOWN OF BOWDOINHAM  
PLANNING BOARD APPLICATION  
Page 2 of 2**

Project Description:

See attached  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Attachments (the following items are required):

- Site Plan
- Photographs of Site
- Application Fee
- Supporting Documents as required per Land Use Ordinance

By signing this application, as the foresaid applicant:

- I certify that I have read and completely understand the application;
- I certify that the information contained in this application and it's attachments are true and correct;
- I understand that all information provided on this form and all other documents submitted as part of my proposal is a matter of public record;
- I understand that copies of this information may be supplied upon request to an interested party;
- I understand that additional funds may be required through the course of review for special studies, legal review costs, and/or engineering review;
- I understand that it is my responsibility to know and pay for any tax penalty that may result from said project;
- I understand that the information contained in this application is background information and some applications may require additional tests, maps, documentation or submissions as required by the Planning Board.

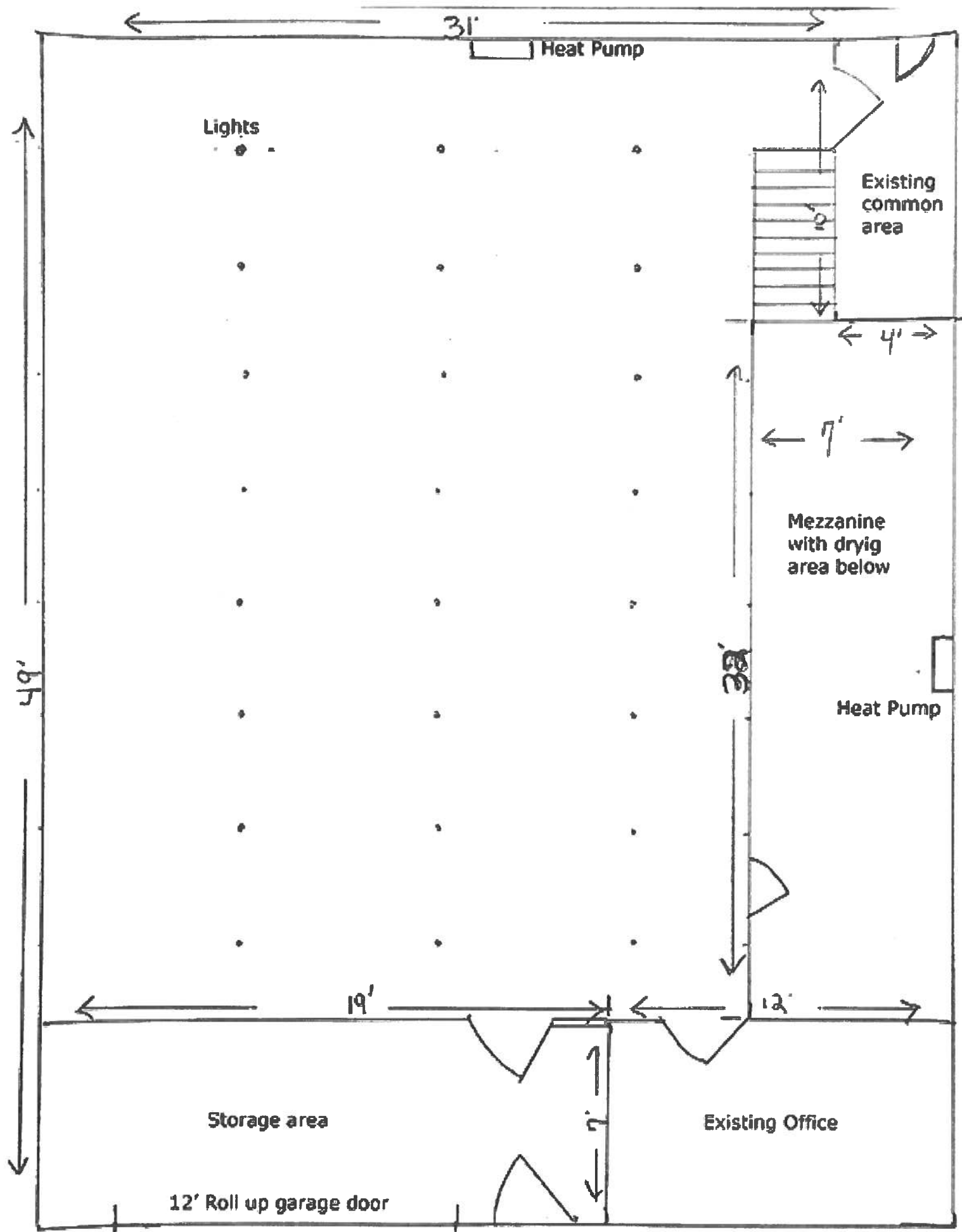
T.B. Newton 8/4/2021  
Applicant Signature Date

Taber B. Newton  
Print Name

**FOR OFFICE USE ONLY**

Received On: \_\_\_\_\_ Fee Paid: \_\_\_\_\_





Dear Planning Board members,

Five Buds Farm LLC is applying to operate a Medical Marijuana Indoor Cultivation facility within the Libby Holdings Business Park at 112 Pond Road, Unit B, in Bowdoinham. Our goal is to operate as a Medical Caregiver Cultivation with a 500ft flowering Canopy.

Five Buds Farm LLC is operated by three partners; Stan D'Orio of Bowdoin, Peter Chavonelle of Windham, and Taber Newton of Brunswick.

Five Buds Farm LLC is committed to providing our patients with the highest quality medical marijuana. Our indoor cultivation practices aspire to be natural and pesticide free, with minimal waste.

The buildout for Five Buds Farm LLC will be overseen and carried out by North Country Restoration and Remodeing LLC of Bowdoin.

--

There is an existing Site Plan for the Libby Holdings LLC Business Park. (R2 63F) There are existing flood lights in place at the Business Park, however we will be adding motion activated flood lights at both the front and rear doors of Unit B. Aside from the flood lights Five Buds Farm LLC has no plans for any exterior modifications to the building with the exception of the addition of, at least, 2 heat pumps.

--

Five Buds Farm LLC has finalized a 2 Year Lease agreement with Libby Holdings LLC for Unit B at 112 Pond Road

--

There are existing dumpsters on the site. All plant material to be discarded will be secured in large contractor bags, zip-tied, and placed into a locked dumpster on site.

--

Parking is more than ample for our needs.

--

Water is supplied by an existing well. We anticipate an average of approximately 10g/day to be required.

--

There is an existing septic system on site, with a shared restroom for the business park.

--

Electric was recently upgraded to dedicated 200amp service for this unit.

--

The interior plan is attached. There is an existing office and common room that Five Buds Farm LLC plans to retain.

--

Temperature will be managed by two Heat Pumps; one in the primary growing room and a smaller unit in our processing room. At the moment it appears as though both units will be Fujitsu, with the larger being a 18,000btu unit and the smaller a 6,000btu unit.

Humidity will be managed by freestanding dehumidifiers. In harmony with our commitment to minimal waste; water from the humidifiers will be collected in a water barrel and then recirculated into watering our plants.

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Odor and interior air quality will be managed by carbon filters. We will be utilizing an interior scrubbing system consisting of 2 Can-Filter 600cfm filters with Can-Fan 10" fans.

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The growing practice will utilize CO<sub>2</sub> inside the building. In conjunction with this we will be utilizing multiple destratification fans and monitoring CO<sub>2</sub> Levels.

--

In addition to the additional exterior flood lights, we will be installing a full security system. Only Five Buds Farm LLC partners and employees will have access to the unit. Processed and packaged product will be secured separately within the processing room.

--

We are happy to provide any additional information, and address any concerns the Planning Board may have. We look forward working with you and within the community.

Thank you,

A handwritten signature in black ink, appearing to read "T.B. Newton", followed by a long horizontal line extending to the right.

Taber B. Newton

Partner

Five Buds Farm LLC

(207) 632-4109

[Taber\\_Newton@hotmail.com](mailto:Taber_Newton@hotmail.com)

**Estimate for Buildout from North Country Restoration and Remodeling LLC of Bowdoin.**

Lighting Allowance : \$14,000

Carbon Filters and Fans : \$900.00

Security allowance: \$600

Exterior Lighting: \$100

Heat Pumps (Fujitsu): \$8000 (pre credits)

Building Material: \$3500

Electrical: \$4000

Build out labor : \$4800

Electrical labor: \$7500

Dehumidifiers : \$1800

Water pump and tank: \$600

C02 System : \$1000

TrolMaster Controller : \$500

Destratification Fans : \$1600

Misc allowance : \$1000

**Total: \$49,900**



Dear Planning Board members,

Five Buds Farm LLC is applying to operate a Medical Marijuana Indoor Cultivation facility within the Libby Holdings Business Park at 112 Pond Road, Suite B, in Bowdoinham. Our goal is to operate as a Medical Caregiver Cultivation with a 500ft flowering Canopy.

Five Buds Farm LLC is operated by three partners; Stan D'Orio of Bowdoin, Peter Chavonelle of Windham, and Taber Newton of Brunswick.

Five Buds Farm LLC is committed to providing our patients with the highest quality medical marijuana. Our indoor cultivation practices aspire to be natural and pesticide free, with minimal waste.

The buildout for Five Buds Farm LLC will be overseen and carried out by North Country Restoration and Remodeling LLC of Bowdoin.

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There is an existing Site Plan for the Libby Holdings LLC Business Park. (R2 63F) – Attached is a reduced copy of that plan (Already approved and on file with the town), with Suite B indicated. In the attached Lease the unit is referred to as Suite B, in the town site plan this unit is referred to as Unit 1.

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Exterior Modifications:

There are existing flood lights in place at the Business Park, however we will be adding motion activated security lights at both the front and rear doors of Suite B. Aside from the flood lights Five Buds Farm LLC has no plans for any exterior modifications to the building with the exception of the addition of, at least, 2 heat pumps.

The security lights to be added at the front and rear are 45w LED, motion activated lights, and will not disperse light beyond the business park.

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Five Buds Farm LLC has finalized a 2 Year Lease agreement with Libby Holdings LLC for Suite B at 112 Pond Road

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There are existing dumpsters on the site. All plant material to be discarded will be secured in large contractor bags, zip-tied, and placed into a locked dumpster on site.

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Employees:

Currently Five Buds Farm only employs the partners of the LLC. On average no more than two employees will be on site at a time, for an average of approximately 30hours a week. Most business will be conducted between the hours of 7:00am and 6:00pm Monday-Saturday.

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Parking is more than ample for our needs.

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Water is supplied by an existing well. We anticipate an average of approximately 10g/day to be required.

There is no public water access at the business park. A study was conducted in 2017 by Pine Tree Engineering, INC assessing the cost of extending public water to 112 Pond Road (Letter Attached). At the time the estimated cost was \$270,000 with 112 Pond Road being at the far end of the extended main. Even divided by other properties on Pond Road, this cost would come perilously close to adding over 50% to Five Buds Farms LLC start up costs, making it impossible for Five Buds Farm LLC to start operations in Bowdoinham.

--

There is an existing septic system on site, with a shared restroom for the business park.

--

Electric was recently upgraded to dedicated 200amp service for this unit.

--

The interior plan is attached. There is an existing office and common room that Five Buds Farm LLC plans to retain.

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Humidity will be managed by freestanding dehumidifiers. In harmony with our commitment to minimal waste; water from the humidifiers will be collected in a water barrel and then recirculated into watering our plants.

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Exterior Odor Mitigation and interior air quality will be managed by carbon filters. We will be utilizing an interior scrubbing system consisting of 2 Can-Filter 600cfm filters with Can-Fan 10" fans.

With this interior scrubbing system we do not anticipate external odors to be a problem.

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The growing practice will utilize CO2 inside the building. In conjunction with this we will be utilizing multiple destratification fans and monitoring CO2 Levels.

--

**Security:**

In addition to the additional exterior security lights, we will be installing a full security system. Only Five Buds Farm LLC partners and employees will have access to the unit. Processed and packaged product will be locked separately within the processing room.

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We are happy to provide any additional information, and address any concerns the Planning Board may have. We look forward working with you and within the community.

Thank you,

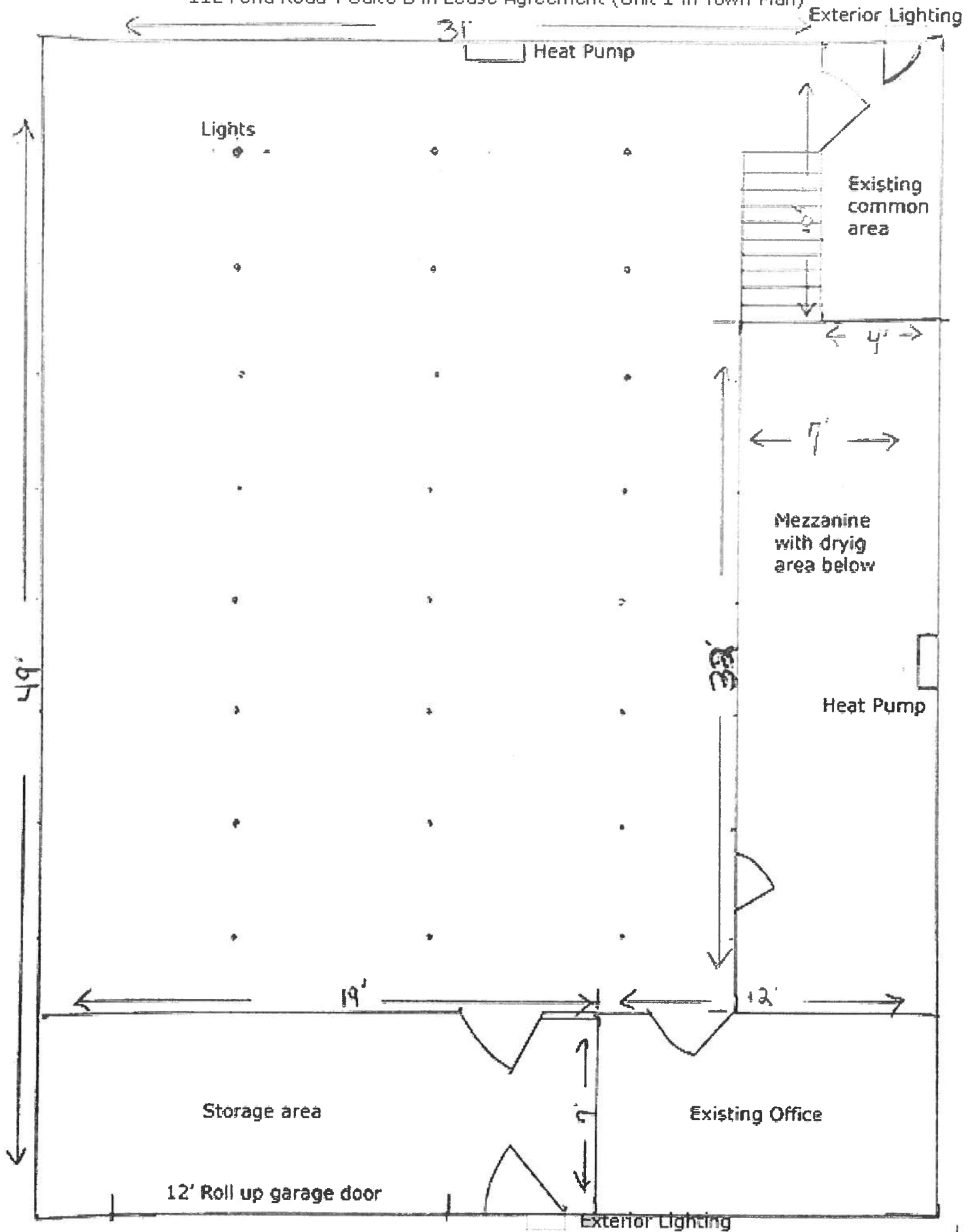
Taber B. Newton

Partner

Five Buds Farm LLC

(207) 632-4109

[Taber\\_Newton@hotmail.com](mailto:Taber_Newton@hotmail.com)



Signature for approval:







LEASE

AGREEMENT OF LEASE made this July 1, 2021 between LIBBY HOLDINGS, LLC, a Maine and limited liability company whose place of business is at 112 Pond Rd., Bowdoinham, Maine 04008 (hereinafter "Landlord") and Stan DiOrio, who's place of business is at 112 Pond Rd., Bowdoinham Maine 0408, Suite. B (Hereinafter referred to as "Tenant").

WITNESSETH

That Landlord for and in consideration of the rent reserved, covenants and agreements hereinafter set forth to be kept, observed and performed by Tenant, has demised and Leased, and does hereby demise and let onto Tenant and Tenant does agree to Lease from the Landlord upon the covenants and agreements hereinafter set forth, the Premises hereinafter described.

1. Description of Leased Premises. Landlord does hereby Lease and rent onto a Tenant and Tenant does hereby Lease and rent from Landlord that portion of the land and building (the "Building") owned by Landlord, located at 112 Pond Rd., Bowdoinham, Maine, deemed to be known as Suite B (hereinafter referred to as the "Leased Premises"). The parties hereby agree that this is a commercial Lease.

2. Term. The term of this Lease shall be for a period of 1 year commencing on 07/01/21 ("Commencement date") and terminating on 06/30/2022.

Year	Monthly	Yearly
2021	\$834.18	\$10,010.21

3. Rental. The Tenant shall pay to the Landlord monthly payments of base rent in the following amounts, in advance on the first day of every month starting on the commencement date:

Said rent shall be paid without demand and without any set-off or deduction whatsoever. If Tenant does not pay rent and other fees and charges when due, pursuant to the terms of this Lease, within five (5) days of the first day of each calendar month, then Landlord may impose a late charge in an amount equal to eight percent 8% of the unpaid rent.

4. Option to Extend. Provided Tenant is not in default of this Lease, Tenant shall have the right and option to extend the term of this Lease for the number of terms, and for the number of years for each term set out here in. Tenant shall give notice at its intent to extend its term hereunder by written notice to Landlord given not sooner than one year nor later than six (6) months prior to the end of the event current term. If extended hereunder, extended term shall be under all of the same terms and conditions as set out in this Lease, except as modified hearing:

5. Permitted Use: The Leased Premises shall be used for agricultural growing processes.

6. Security Deposit. Upon the execution of this Lease, Tenant will pay to the Landlord \$0 which may be held by Landlord throughout the term of this Lease, without interest as a Security Deposit for the faithful performance by Tenant of all of the terms, covenants and conditions here in. Landlord shall have the option to apply any part or the whole of said Security Deposit to the curing of any default by Tenant that may exist from time to time without prejudice to any other remedy which Landlord may have an account thereof. Tenant shall,

upon written demand, forthwith remit to Landlord a sufficient amount to restore said Security Deposit to the original sum deposited hereunder. In no instance shall the amount of the Security Deposit be considered a measure of liquidated damages. Should the building be conveyed by the Landlord, such Security Deposit or the balance thereof may be turned over by Landlord to Landlord's transferee and if such is done, Tenant hereby releases Landlord from any and all liability with respect to the Security Deposit, its application or return, and Tenant agrees to look only to such transferee therefor. Landlord shall have the right to commingle Security Deposit with other funds. If Tenant shall have fully and promptly complied with all of the terms of this Lease during the entire term here of, this said Security Deposit shall be paid over to Tenant after the expiration of the term hereof and the surrender of the Leased Premises by Tenant. Tenant will not assign or encumber or attempt to assign or encumber the Security Deposit and neither Landlord nor its successors or assigns shall be bound by any such assignment, encumbrance, attempted assignment or attempted encumbrance.

7. Tenants' Covenants.

Tenant acknowledges by entry thereupon that said Leased Premises are in good and satisfactory order, repair and condition and covenants and agrees as follows:

- a. Tenant agrees that from and after the date that possession of the Leased Premises is delivered to Tenant, and until the end of the term of this Lease, Tenant will keep it neat and clean and maintain in good order, condition and repair, reasonable wear and tear excepted. If the Tenant refuses or neglects to keep the Leased Premises in good order and repair as required hereunder to the reasonable satisfaction of Landlord, Landlord may, at its option, make such repairs, and complete such activities and Tenant shall pay Landlord's cost for making same. In doing same, Landlord shall use its reasonable efforts not to interfere with Tenants business, but in no event shall Landlord be liable to Tenant for any loss or damage to Tenants business by reason thereof.
- b. At the termination of the Term of this Lease, Tenant shall peaceably yield up the Leased Premises, broom clean and in good order, repair and condition, and shall yield up all additions, alterations, fixtures and improvements which have been installed by Tenant upon the Leased Premises and which in any manner are attached to the floors, walls or ceilings, including without limitation any linoleum or other floor covering which may be cemented or otherwise affixed to the floor. Tenant shall remove all unattached machinery, equipment, trade fixtures, furniture, furnishings, goods, wares, chattels, implements, tools, and any other Personal Property (collectively, the "Personal Property") and leave the Leased Premises clean and tenable. If Landlord in writing permits Tenant to leave any Personal Property at the Leased Premises, and the Tenant does so; Tenant shall have no further claims or rights in said Personal Property as against the Landlord or those claiming by, through or under the Landlord.



IN WITNESS WHEREOF, said parties hereunto set their hands and seals this day.

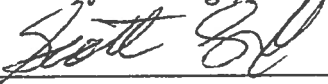
TENANT: 

Executed by: \_\_\_\_\_

Printed Name and Title: STANLEY DORIO

Date: 8/5/2021

LANDLORD: **Libby Holdings, LLC**

Executed by: 

Printed Name and Title: Scott M. Libby, Owner

Date: 8/5/2021

## ADDENDUM TO COMMERCIAL LEASE

THIS ADDENDUM TO COMMERCIAL LEASE is made and entered into as of September 1, 2019, by and between Libby Holdings, LLC ("LANDLORD"), and Stan DiOrio ("TENANT").

A. On 07/01/2021 LANDLORD and TENANT executed a Commercial Lease agreement for the lease of the demised premises located at 112 Pond Road, Bowdoinham, ME 04008 (the "Premises") as described within said Commercial Lease (the "Lease").

B. LANDLORD and TENANT desire to modify and amend Section 7(b) of the Lease by replacing Section 7(b) as set forth hereinbelow.

NOW THEREFORE, in consideration of mutual covenants and agreements contained in the Lease and herein, and for rent reserved and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, LANDLORD and TENANT agree as follows:

1. All terms as defined in the Lease are herein incorporated by in this Lease Addendum reference and are to have the meanings as set forth in the Lease.
2. After both parties sign this Addendum to Commercial Lease, Section 7(b) of the Lease shall be rescinded and replaced by the following:

"7(b). TENANT shall at the expiration or other termination of this Lease peaceably yield up the leased Premises. TENANT shall have full claims and rights to, and be allowed to remove, the following property: Portable Dehumidifiers; Backup Generators; Security Surveillance Systems; Agricultural Equipment; Agricultural Lights; Lighting Controls; and Environmental Controls. LANDLORD shall remain in possession of the Premises and any and all improvements, fixtures, additions, alterations and leasehold improvements thereto, including but not limited to, **Electrical Panels** that have become the property of the LANDLORD.

Should TENANT choose to remove any equipment purchased by TENANT and attached to the Premises, TENANT shall return the Premises to its original condition (in compliance with all State and Local code and to LANDLORD'S satisfaction) at TENANT'S expense. LANDLORD shall have the option to purchase said equipment at Fair Market depreciated value."

3. The Lease shall remain in full force and effect and is only amended as stated hereinabove.

The parties hereto agree that this Addendum to Commercial Lease shall be effective as of the date it is signed by both parties.

## ADDENDUM

1. The Tenant will obey all rules and regulations posted by the Landlord regarding the use and care of the building, parking lot, and other common facilities that are provided for the use of the Tenant in and around the Building and Premises.
2. Where there is more than one Tenant executing this Lease, all Tenants are jointly and severally liable for each other's acts, omissions and liabilities pursuant to this Lease.
3. All vehicles must be moved to a plowed area during snowfall to allow for plowing
4. Any improvement to the property necessitated or requested in writing by the Tenant will be performed at the discretion and under the auspices/supervision of Libby Holdings, LLC. The cost of those improvements will be paid for by the Tenant.
5. At the point that Tenant decides to no longer occupy the premises and wishes to remove equipment attached to the physical structure, the Tenant will, upon removal of said equipment, return the structure to its original condition (up to all state and local codes) at their expense OR the Landlord will have the option to purchase said equipment at fair market depreciated value.

\$2,000,000 Commercial General Liability, Bodily Injury, and Property Damage coverage -- combined single limit -- with \$2,000.000 general aggregate limit for public liability

TENANT BUILDOUT:

Any and all modifications of the building by Tenant or Tenant's agent shall be submitted to Landlord for its approval prior to commencement of work. Tenant agrees that all work shall be completed in compliance with all applicable and municipal building codes and ordinances.

LANDLORD BUILDOUT:

See Addendum 1

time to time without prejudice to any other remedy which Landlord may have an account thereof. Tenant shall, upon written demand, forthwith remit to Landlord a sufficient amount to restore said Security Deposit to the original sum deposited hereunder. In no instance shall the amount of the Security Deposit be considered a measure of liquidated damages. Should the building be conveyed by the Landlord, such Security Deposit or the balance thereof may be turned over by Landlord to Landlord's transferee and if such is done, Tenant hereby releases Landlord from any and all liability with respect to the Security Deposit, its application or return, and Tenant agrees to look only to such transferee therefor. Landlord shall have the right to commingle Security Deposit with other funds. If Tenant shall have fully and promptly complied with all of the terms of this Lease during the entire term here of, this said Security Deposit shall be paid over to Tenant after the expiration of the term hereof and the surrender of the Leased Premises by Tenant. Tenant will not assign or encumber or attempt to assign or encumber the Security Deposit and neither Landlord nor its successors or assigns shall be bound by any such assignment, encumbrance, attempted assignment or attempted encumbrance.

7. Tenants' Covenants.

Tenant acknowledges by entry thereupon that said Leased Premises are in good and satisfactory order, repair and condition and covenants and agrees as follows:

- a. Tenant agrees that from and after the date that possession of the Leased Premises is delivered to Tenant, and until the end of the term of this Lease, Tenant will keep it neat and clean and maintain in good order, condition and repair, reasonable wear and tear excepted. If the Tenant refuses or neglects to keep the Leased Premises in good order and repair as required hereunder to the reasonable satisfaction of Landlord, Landlord may, at its option, make such repairs, and complete such activities and Tenant shall pay Landlord's cost for making same. In doing same, Landlord shall use its reasonable efforts not to interfere with Tenants business, but in no event shall Landlord be liable to Tenant for any loss or damage to Tenants business by reason thereof.
- b. At the termination of the Term of this Lease, Tenant shall peaceably yield up the Leased Premises, broom clean and in good order, repair and condition, and shall yield up all additions, alterations, fixtures and improvements which have been installed by Tenant upon the Leased Premises and which in any manner are attached to the floors, walls or ceilings, including without limitation any linoleum or other floor covering which may be cemented or otherwise affixed to the floor. Tenant shall remove all unattached machinery, equipment, trade fixtures, furniture, furnishings, goods, wares, chattels, implements, tools, and any other Personal Property (collectively, the "Personal Property") and leave the Leased Premises clean and tenable. If Landlord in writing permits Tenant to leave any Personal Property at the Leased Premises, and the Tenant does so; Tenant shall have no further claims or rights in said Personal Property as against the Landlord or those claiming by, through or under the Landlord.

Tenant's obligations hereunder shall survive the expiration or earlier termination of the Term of this Lease.

- c. Any Personal Property which is required to be removed pursuant to the provisions hereof which is not removed from the Premises prior to the expiration or earlier termination of this Lease may be removed from the Premises by Landlord and Landlord, at its option may treat the Personal Property as unclaimed and/or abandoned and store the same for the account of Tenant (with the release of such Personal Property being conditioned upon Tenant's payment in full of all obligations due and owing hereunder), or dispose of the same in accordance with, at Landlord's option any of: (x) the Maine Uniform Unclaimed Property Act, 33 M.R.S.A. Section 1951 et seq., (y) 14 M.R.S.A. Section 6013, or (z) any other manner not prohibited by law. In addition, Tenant hereby acknowledges that it shall pay to Landlord as Additional Rent all costs incurred by Landlord in removing, storing, selling, destroying or otherwise disposing of any such Personal Property, including reasonable attorney fees and expenses.
- d. Tenant agrees not to injure or deface said Leased Premises or Building; not to permit on said Leased Premises any auction sale, inflammable fluids, chemicals, nuisance, objectionable noise or odor, or any use thereof which is improper, offensive, contrary to law or ordinance, or invalidates or increases the premium(s) for any insurance on the Building or its contents. Tenant may not use or store in the Leased Premises any chemicals or substances deemed to be toxic or hazardous under federal, state or local laws or regulations without Landlord permission
- e. Tenant agrees to conform to all reasonable rules and regulations now or hereinafter established by Landlord for the care and use of said Leased Premises and the Building provided that the said rules and regulations are reasonable for the safety, management or preservation of the property, and that they are consistently applied to all tenants
- f. Tenant shall not by operation of law or otherwise, assign, mortgage or encumber this Lease or sublet or permit the Leased Premises or any part thereof to be used by others, without in each instance obtaining Landlord's prior express written consent. In any case where Landlord shall consent to such assignment or subletting, Tenant named herein shall remain fully liable for the obligations of Tenant hereunder, including, without limitation, the obligation to pay the rent and other amounts provided under this Lease. For purpose of this Lease, the sale of stock of a corporate Tenant, the change of a general partner of a partnership Tenant or the change of a Member of a Limited Liability Company Tenant shall constitute an assignment of this Lease.
- g. Tenant shall not make any alterations or additions, or permit the making of any holes in any part of said Building, or paint or place any signs, drapes, curtains, shades, awnings, acrias or flagpoles or the like, visible from the outside of the Leased Premises, Tenant shall not suffer or permit any lien of any nature or description to be placed against the Building, the Leased Premises or any portion thereof, and in the case of any such lien attaching by reason of the conduct of the Tenant, to immediately pay and remove the same. This provision shall not be interpreted as meaning that the Tenant has any authority or power to permit any lien of any nature or description to attach or to be placed upon the Landlord's title or interest in the Building, the Leased Premises or any portion thereof.

- h. Tenant agrees that with notice and if accompanied by tenant (unless in the case of an emergency,) Landlord may enter the Leased Premises at any time to install, maintain, use, repair and replace pipes, ducts, wires, meters and any other equipment, machinery, apparatus and fixtures in said Leased Premises to serve said Leased Premises and to serve the Building.
- i. Tenant will defend and, except to the extent caused by the gross negligence or willful conduct of Landlord, will indemnify Landlord and its employees, agents and management company, and save them harmless from any and all injury, loss, claim, damage, liability and expense (including reasonable attorneys' fees) in connection with the loss of life, personal injury or damage to property or business, arising from, related to, or in connection with the occupancy or use by Tenant of the Leased Premises or any part of Landlord's property or the Building, or occasioned wholly or in part by any act or omission of Tenant, its contractors, subcontractors, subtenants, licensees or concessionaires, or its or their respective agents, servants or employees and any person or property while on or about the Leased Premises. The provisions of this paragraph shall survive the termination or earlier expiration of the term of this Lease. Without limitation of any other provision herein, neither the Landlord, its employees, agents nor management company shall be liable for, and Tenant hereby releases them from all claims for, any injuries to any person or damage to property or business sustained by Tenant or any person claiming through Tenant due to the Building or any part thereof (including the Leased Premises), or any appurtenances thereof, being in need of repair or due to the happening of any accident in or about the Building or the Leased Premises or due to any act or neglect of any Tenant of the Building or of any employee or visitor of Tenant. Without limitation, this provision shall apply to injuries and damage caused by nature, rain, snow, ice, wind, frost, water, steam, gas or odors in any form or by the bursting or leaking of windows, doors, walls, ceilings, floors, pipes, gutters or other fixtures; and to damage caused to fixtures, furniture, equipment and the like situated at the Leased Premises, whether owned by the Tenant or others.
- j. Tenant shall insure Tenant and Landlord, as their interests appear, with commercial general liability insurance including Broad Form Comprehensive General Liability coverage on the Leased Premises, in such amounts and with such companies and against such risks as the Landlord shall reasonably require and approve but in amounts no less than two million dollars (\$2,000,000) combined single limit with a deductible of no greater than Five thousand dollars (\$5,000) and on an occurrence basis. Further, Landlord will be named "additional insured" by the insuring insurance company. Tenant shall insure Landlord and Tenant, as their interests appear, against loss of the personal property of the Leased Premises under standard Maine form policies, against fire and standard extended coverage risks, in such amounts and with such companies as the Landlord shall reasonably require and approve, with waiver of subrogation if such waiver can be obtained without charge. Tenant shall provide Landlord with a binding certificate evidencing the insurance obligations imposed by this paragraph prior to occupancy of the Leased Premises by Tenant.
- k. Tenant agrees that Landlord or its agents may examine the Leased Premises with notice to and accompanied by the tenant, (except in the case of an emergency) and, if Landlord shall so elect, to make any repairs or additions (structural or otherwise) Landlord may deem necessary. At Tenant's expense Landlord or its agents may remove any alterations, additions, signs, awnings or flagpoles, or the like, not consented to in

writing. Landlord may show the Leased Premises to prospective tenants during the six (6) months preceding the expiration of this Lease and to prospective purchaser and mortgagees at any time.

- t. Tenant agrees that acceptance by Landlord of a lesser sum than the rent, or other fees or charges then due shall not be deemed to be other than on account of the earliest installment of such rent or other fees or charges due, nor shall any endorsement or statement on any check or any letter accompanying any check or payment as rent or other payments be deemed an accord and satisfaction. Landlord may accept such check or payment without prejudice to Landlord's right to recover the balance of such
- m. Tenant agrees that without limitation of anything elsewhere herein contained, the Landlord may:
  - (i) retain and use in appropriate instances keys to all doors within and into the Leased Premises and to change the locks to the Leased Premises if Landlord deems it advisable. No lock shall be changed by Tenant without the prior written consent of Landlord;
  - (ii) enter upon the Leased Premises and exercise any and all of the Landlord's rights without being deemed guilty of an eviction, trespass or disturbance of Tenant's use or possession and without being liable in any manner to Tenant.
- n. Tenant agrees to refrain from smoking in the Leased Premises or anywhere else within the Building, and to prohibit others from doing the same.
- o. Tenant shall reimburse Landlord on demand for up to 10% of any increase by which Tenant's particular use of the Leased Premises causes Landlord's insurance premiums to be higher than they would otherwise be if the Leased Premises were used for current uses already existing on the site.
- p. Tenant shall store and dispose of trash and refuse in such a manner as to ensure compliance with all municipal and state fire, safety and health ordinances and to prevent trash or refuse from being a nuisance to the other occupants of said Building and their customers, guests, invitees or employees.
- q. Tenant shall be responsible for compliance with any applicable life safety and handicapped accessibility laws with respect to the Leased Premises. Tenant shall also be responsible for compliance with any applicable handicapped laws within the common areas if a change in the common areas is necessary due to Tenant's occupancy in the Building.
- r. Tenant and Landlord agree to pay prevailing party's expenses, including reasonable attorney's fees, incurred in enforcing any obligation of this Lease.

8. Utilities. Tenant shall, at its expense, provide for all separately metered utilities used or consumed in/at the Leased Premises including but not limited to gas, electricity, cable, internet services and telephone. In no event shall Landlord be liable for an interruption or failure in the supply of any such utilities to the Leased Premises, or be liable for consequential damages resulting from such interruption or failure. Landlord shall have no obligation to install utilities other than those serving the Leased Premises as of the date hereof.



9. Holdover. If Tenant remains in possession of the Leased Premises after the expiration of the term of this Lease, such holding over shall not be deemed to create any tenancy, but Tenant shall be a Tenant at sufferance only subject to all of the Tenant obligations set forth herein, but at a daily rate equal to two (2) times the base rent and other charges provided for under this Lease. The acceptance of a purported rent check following termination shall not constitute the creation of a tenancy at will, it being agreed that Tenant's status shall remain that of a tenant at sufferance at the aforesaid daily rate.

10. Casualty Damage and Eminent Domain. Should a substantial portion of the Leased Premises, or of the property of which they are a part, be damaged by fire or other casualty, or be taken by eminent domain, the Landlord may elect to terminate this Lease. When such fire, casualty or taking renders the Leased Premises unfit for use and occupation and the Landlord does not so elect to terminate this Lease, a just and proportionate abatement of rent shall be made until the Leased Premises, or in the case of a partial taking which may remain thereof, shall have been put in a proper condition for use and occupation. Landlord reserves and excepts all rights to damages to the Leased Premises and Building and the leasehold hereby created, accrued or subsequently accruing by reason of anything lawfully done in pursuance of any public or other authority; and by way of confirmation, Tenant grants to Landlord all Tenant's rights to such damages and covenants to execute and deliver such further instruments of assignment thereof as Landlord may from time to time request. Landlord shall give Tenant notice of its decision to terminate this Lease or restore the Leased Premises within ninety (90) days after any occurrence giving rise to Landlord's right to so terminate or restore. Notwithstanding anything to the contrary, Landlord's obligation to put the Leased Premises or the Building in proper condition for use and occupation shall be limited to the amount of the proceeds from any insurance policy or policies or of damages which accrue by reason of any taking by a public or other authority, which are available to Landlord for such use, after deducting the costs incurred by Landlord to collect the same.

11. Default. In the event that:

- a. Tenant shall default in the payment of any installment of rent or other monetary sum herein specified when due; or
- b. Tenant shall default in the observance or performance of any of the Tenant's non-monetary covenants, agreements or obligations hereunder and such default shall not be corrected within ten (10) days after written notice thereof (except with respect to Tenant's insurance obligations hereunder, for which Tenant shall have one (1) business day to cure); or
- c. The leasehold hereby created shall be taken on execution or by other process of law; or
- d. Any assignment shall be made of Tenant's property for the benefit of creditors, or a receiver, guardian, conservator trustee in bankruptcy or similar officer shall be appointed by a court of competent jurisdiction to take charge of all or any part of Tenant's property, or a petition is filed by or against Tenant or any Guarantor under any bankruptcy, insolvency or other debtor relief law,

Then and in any of said cases, Landlord shall be entitled to all remedies available to Landlord at law and equity including, without limitation, the remedy of forcible entry and detainer, and Landlord lawfully may, immediately or at any time thereafter, and without demand or notice, mail a notice of termination to Tenant or, if permitted by law, enter into and upon the Leased Premises or any part thereof in the name of the whole and repossess the same as of its former estate, and expel Tenant and those claiming by, through or under it and remove it or their effects without being deemed guilty of any manner of trespass, and without prejudice to any remedies which might otherwise be used for arrears of rent or preceding breach of covenant, and upon such mailing or entry as aforesaid, this Lease shall terminate; and Tenant covenants and agrees, notwithstanding any entry or re-entry by Landlord, whether by summary proceedings, termination, or otherwise, that Tenant shall, as of the date of such termination, immediately be liable for and pay to Landlord the entire unpaid rental and all other balances due under this Lease for the remainder of the term. In addition, Tenant agrees to pay to

Landlord, as damages for any above described breach, all costs of reletting the Leased Premises including real estate commissions and costs of renovating the Leased Premises to suit any new tenant.

In addition to and not in derogation of any and all remedies of Landlord hereunder or at law or in equity, if Tenant shall default in the performance of any agreement, covenant or condition in this Lease contained on its part to be performed or observed, and shall not cure such default within applicable cure periods, Landlord may, at its sole option, without waiving any claim for damages or for breach of this Lease or any of Landlord's other remedies hereunder, at any time thereafter, cure such default for the account of Tenant, and Tenant agrees to reimburse Landlord for any amount paid by Landlord in so doing (including without limit reasonable attorneys' fees) as Additional Rent and save Landlord harmless from any liability incurred thereby. Any such reimbursement shall be due immediately upon demand therefor.

12. Limitation of Liability. Notwithstanding anything to the contrary contained in this Lease, Tenant agrees and understands that Tenant shall look solely to Landlord's interest in the Building and any insurance carried by Landlord in the Leased Premises for the enforcement of a judgment (or other judicial decree) requiring the payment of money by Landlord to Tenant by reason of default, breach or event of default of Landlord in performance of its obligations under this Lease or Landlord's negligence, it being intended that there will be absolutely no personal liability on the part of Landlord, its principals, officers, directors, employees or agents, and no other assets of Landlord shall be subject to levy, execution, attachment or any other legal process for the enforcement or satisfaction of the remedies pursued by Tenant in the event of such default, this exculpation of liability to be absolute and without exception whatsoever. In no event shall Landlord ever be liable to Tenant for any consequential, indirect or punitive damages.

13. Subordination and Estoppel

- a. This Lease shall be automatically subject and subordinate to any and all mortgages, deeds of trust and other instruments in the nature of a mortgage, now or at any time hereafter a lien or liens on the property of which the Leased Premises are a part and Tenant agrees to attorn to and recognize any holder of such mortgage or instrument or any purchaser of the Leased Premises as Landlord for the balance of the lease term, the foregoing agreement being self-operating. Tenant agrees, within ten (10) days of a request by Landlord therefor, to execute an instrument subordinating this Lease to any mortgage now or hereinafter placed upon the Premises by Landlord and, if required by the mortgagee, to agree not to prepay rent more than ten (10) days in advance, to provide said mortgagee with notice of and reasonable opportunity to cure any defaults by Landlord, and not to amend, modify or cancel this Lease without mortgagee's written consent. Tenant agrees to recognize the holder of such mortgage or any other person acquiring title to the Premises as having the rights of the Landlord and to attorn to said holder or other person if requested. Tenant agrees to execute and deliver any appropriate instruments necessary to carry out the foregoing provisions.
- b. The Tenant within three days upon request in person or within five days upon request by mail, shall furnish to the Landlord and/or mortgagee a written statement, duly acknowledged, setting forth the rental amounts due under this lease agreement, the terms of payment and expiration date or renewal option of the lease, the date to which rent has been paid, an acknowledgment that rent has not been prepaid, whether any offset or defenses exist against the rent due, and if any are alleged to exist, the nature thereof shall be set forth in detail, and any other information reasonably requested in connection with this lease. The failure of Tenant to execute, acknowledge, and deliver to Landlord a statement in accordance with the provisions of this paragraph within the period set forth shall constitute acknowledgement by Tenant, which may be relied upon by Landlord and third parties that this Lease has not been assigned, amended, changed

or modified, is in full force and effect and that the Rent, and other additional charges, if any, have been duly and fully paid not beyond the respective due dates immediately preceding the date of the request for such statements, in addition it constitutes a waiver of any defaults by Landlord or defenses or offsets against the enforcement of this Lease by Landlord which may exist prior to the date of the written request, and finally, Landlord, at its option, may treat such failure as an event of default.

14. Successors and Assigns. The provisions of this Lease shall inure to and be binding upon the respective successors, heirs, executors, administrators and assigns of Landlord and Tenant (to the extent Landlord shall, at its sole discretion, elect to consent to such assignment). In the event of any transfer of Landlord's interest in the Leased Premises, Landlord shall cease to be liable for and shall be released from all liability for the performance or observation of any agreements or conditions on the part of Landlord to be performed or observed subsequent to the time of said transfer, it being understood and agreed that from and after said transfer, the transferee shall be liable.

15. Waiver. Failure of Landlord to complain of any act or omission on the part of Tenant, no matter how long the same may continue, shall not be deemed to be a waiver by Landlord of any of its rights hereunder. No waiver by Landlord, express or implied, of any breach of any provision of this Lease shall be deemed a waiver of such provision or of a subsequent breach of the same or any other provision. If any action by either party shall require the consent or approval of the other party, the other party's consent to or approval of said action on any one occasion shall not be deemed a consent to or approval of any other action on any occasion.

16. General. This Lease is made in and shall be governed by and construed in accordance with the laws of the State of Maine. The captions and headings contained in this Lease are for convenience only and shall not be taken into account in construing the meaning of this Lease or any part thereof. As to the obligations of each party hereunder to perform his or its undertakings, promises, covenants and obligations hereunder, time is of the essence. If any term or provision of this Lease, or the application thereof to any person or circumstance shall, to any extent, be invalid or unenforceable, the remainder of this Lease, or the application of such term or provision to persons or circumstances other than those to which it is held invalid or unenforceable, shall not be affected thereby, and each term and provision of this Lease shall be valid and be enforced to the fullest extent permitted by law. Tenant agrees not to record the Lease. **TENANT AGREES TO WAIVE ITS RIGHT TO A JURY TRIAL SHOULD LITIGATION ARISE BETWEEN LANDLORD AND TENANT.** This Lease constitutes the entire agreement between Landlord and Tenant with respect to the subject matter contained herein and there are no understandings agreements or representations between Landlord and Tenant which are not contained herein. This Lease cannot be amended except by written instrument executed by Landlord and Tenant. The rights and remedies to which the Landlord may be entitled under the terms of this Lease are cumulative and are not intended to be exclusive of any other rights or remedies to which the Landlord may be properly entitled in case of any breach or threatened breach by Tenant of any portion of the Lease.

17. Notices: Whenever by the terms of this Lease, notice shall or may be given either to the Landlord or to the Tenant, such notice shall be in writing and shall be sent by certified mail, return receipt requested, postage prepaid, to the address set forth below, or a subsequent address designated by either Landlord or Tenant. Notices from Landlord to Tenant shall be deemed to have been given when mailed.

LANDLORD:

Libby Holdings, LLC  
112 Pond Road  
Bowdoinham, Maine 04008

TENANT:

Stan DiOrio  
112 Pond Road, Suite B  
Bowdoinham, ME 04008

18. Signage. Signage will be at Tenant's sole expense; however, subject to the prior, written approval of design and location by Landlord, prior to installation. Signage is also subject to any standards in use at the property and all local ordinances, such approval by Landlord shall not be unreasonably withheld or delayed.

19. Miscellaneous. The submission of this Lease or a summary of some or all of its provisions for examination by Tenant does not constitute a reservation of or option for the premises or an offer to lease said premises.

IN WITNESS WHEREOF, Landlord and Tenant have caused this Lease to be executed in duplicate under seal the day and year first above written.

Signed, sealed and delivered  
in the presence of:

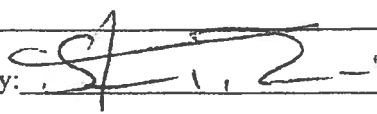
Date: 8/5/2021

Landlord:  
Libby Holdings, LLC

By:   
Scott Libby, It's Owner

Date: 8/5/2021

Tenant:

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

# DRAFT

December 11, 2017

Mr. William Post, Town Manager  
Town of Bowdoinham  
13 School Street  
Bowdoinham, Maine 04008

**Subject: Pond Road Water Main Extension  
Bowdoinham, Maine**

**#16018**

Dear Bill:

We are pleased to present this study for a proposed water main extension to be constructed on Pond Road (Route 125) in conjunction with your new Public Works Facility project. We have discussed this with the Superintendent and a Trustee of the Bowdoinham Water District and the Fire Chief, but not in a formal meeting. The project would include connecting into the existing 8" ductile iron water main near the intersection of Pond Road and Main Street (Route 138). The project location is shown on Page 1.

The project would include installation of an 8" ductile iron water main near the existing hydrant across from the Park and Ride lot, and extend approximately 3,000 linear feet on the westerly side of Pond Road. The main extension would end near the entrance drive to the proposed Public Works Facility, and would include 3 new hydrants. The conceptual cost estimate is \$270,000, which is detailed on Page 2. This water main extension could potentially serve up to 22 properties abutting the project route, in addition to the Town's lot. These properties are shown on the tax map detail on Page 3, and the owners are listed on Page 4.

Public water main extensions are regulated by the Maine Public Utilities Commission (PUC). Specifically, Chapter 65 of the PUC regulations contains their "Water Main Extension and Service Line Rule." This regulates how main extensions are paid, and how future users (connections) are charged. Future users are required to pay a prorated share of the overall water main extension cost if they connect within the 10-year period following connection of the first customer. Unfortunately, this formula is potentially cost prohibitive to some new users. For example, a new connection at the midpoint of the main extension would require payment of half the total project cost. This initial cost for the new connection would be reduced in the future (within the 10-year window) if additional customers connect into the new main, as they will be also charged their prorated share for the segment of the main serving them. These rules are described fully in Chapter 65 of the PUC regulations.

Mr. William Post, Town Manager  
December 11, 2017  
Page 2

**DRAFT**

The PUC may allow alternative cost sharing formulas as long as it does not increase the cost to potential customers. The Town may be interested in extending the water main to increase economic development in the neighborhood as well as to serve the new Public Works Facility, thus a smaller monetary contribution to the project cost may be acceptable. We recommend a neighborhood meeting or individual contact with the abutters to gauge interest in future connections as the next step in this project evaluation.

Please call me if you have any questions.

Sincerely,

**PINE TREE ENGINEERING, INC.**

Robert L. Prue, P.E.  
Project Manager

RLP/szd  
Enclosure

**DRAFT**

Project No. 16018  
December 11, 2017

**Conceptual Cost Estimate  
Pond Road Water Main Extension  
Bowdoinham, Maine**

<u>ITEM</u>	<u>DESCRIPTION</u>	<u>QUANTITY</u>	<u>UNIT PRICE</u>	<u>TOTAL</u>
1	8" Ductile Iron Water Main	3,000 l.f.	\$65 /l.f.	\$195,000
2	8" Gate Valves	2 units	\$2,500 /unit	5,000
3	Hydrant Assemblies	3 units	\$4,000 /unit	12,000
4	Trench Gravel Replacement	100 c.y.	\$30 /c.y.	3,000
5	PTrench Pavement Replacement	50 tons	\$120 /ton	6,000
6	Mobilization	1 L.S.	\$15,000 L.S.	<u>15,000</u>
			Subtotal:	\$236,000
			Contingency:	24,000
			Engineering:	<u>10,000</u>
			<b>Total:</b>	<b>\$270,000</b>

**PINE TREE  
ENGINEERING**







**DRAFT**

Project No.16018  
December 11, 2017

**List of Abutters  
Pond Road Water Main Extension  
Bowdoinham, Maine**

MAP-LOT	PROPERTY ADDRESS	OWNER	LOT SIZE (ACRES)
U07-005	10 PREBLE ROAD	HEIRS OF DAVID LAMOREAU TRUSTEE	25
R02-060	1 ASH LANE	SMITH, BRIAN B. & LUANA L.	2
R02-063	88 POND ROAD	BOOTY, ALFRED W. JR. & JANICE I. (JT)	4.98
R02-063-A	97 POND ROAD	INGERSON, WILLIAM	3.77
R02-063-B	51 POND ROAD	KEBCO PROPERTIES LLC	1.94
R02-063-C	11 QUARRY LANE	GILLESPIE, WILLIAM B.	2.91
R02-063-D	66 POND ROAD	DULAC, ANTHONY L.	4.68
R02-063-E	POND ROAD	POPADAK, BERNARD R. JR.	2.38
R02-063-F	112 POND ROAD	LIBBY HOLDINGS LLC	3.38
R02-063-G	90 POND ROAD	LIBBY, KAREN J.	1.03
R02-064-A	134 POND ROAD	WEAVER, TAYLOR J.	1.84
R02-064-B	120 POND ROAD	HOYT, JEFFREY E.	0
R02-064-001	QUARRY LANE	DUBUC, TIMOTHY JR.	1.63
R02-064-002	QUARRY LANE	DUBUC, TIMOTHY JR.	1.45
R02-064-003	22 QUARRY LANE	SILVIO, MARCO J.	2.02
R02-064-004	QUARRY LANE	DUBUC, TIMOTHY JR.	1.36
R02-067	49 POND ROAD	WELSHER, LAWRENCE E. & MARSHA K.	3.19
R02-067-001	28 POND ROAD	CORMIER, DIANE	1.2
R02-067-002	38 POND ROAD	PERRSON, ROBIN M. (ENRIGHT)	1.01
R02-067-003	44 POND ROAD	ANDERSON, RUSAN R.	1.06
R02-067-004	48 POND ROAD	DRISCOLL, IVY	1.29
R02-067-005	42 POND ROAD	MAGNO, JAMES M.	7.14

**Estimate for Buildout from North Country Restoration and Remodeling LLC of Bowdoin.**

Lighting Allowance : \$14,000

Carbon Filters and Fans : \$900.00

Security allowance: \$600

Exterior Lighting: \$100

Heat Pumps (Fujitsu): \$8000 (pre credits)

Building Material: \$3500

Electrical: \$4000

Build out labor : \$4800

Electrical labor: \$7500

Dehumidifiers : \$1800

Water pump and tank: \$600

C02 System : \$1000

TrolMaster Controller : \$500

Destratification Fans : \$1600

Misc allowance : \$1000

**Total: \$49,900**