



**Lebanon, Maine  
Select Board  
Town Office Conference Room  
Minutes –Meeting  
April 13, 2023**

Members Present

 Paul Philbrick – Chairman  
Ernest Lizotte, Jr. – Selectman  
Shelli Boucher – Selectwoman  
Michael Walsworth – Vice Chair  
 Richard Harlow III – Selectman

Others Present

Laura Bragg	Rachelle Conde
Allyn Gee	Seth Russell Atty.
Deborah Wilson	Mel Warren
Matt Leggett	Dottie Bebris
Chuck Russell	

For complete meeting minutes please view the meeting in full at <https://www.youtube.com/c/TownofLebanon>

6:00 Technical difficulties – sound only

6:05 Pledge of Allegiance

6:06 Public Hearing Allyn Gee – Chair Philbrick motioned to appoint Selectman Harlow as the presiding officer. Selectman Lizotte seconded. Vote taken 4 in favor (Philbrick, Boucher, Harlow, Lizotte) 1 abstained (Walsworth). Vice Chair Walsworth recused himself. Vice Chair Walsworth stated that he must recuse himself and this is not a reflection on the owner or the business, it is due to his employment. Selectman Walsworth left the room. Selectman Harlow states the guidelines for the meeting and would entertain a motion to open. Selectwoman Boucher motioned to open the Public Hearing. Selectman Lizotte seconded. Vote taken; vote carried. All in favor. Selectman Harlow reviewed the procedure and acknowledge there is a quorum. Selectman Harlow asked if there were any conflicts and there are none. This hearing is to renew the license of Allyn Gee, Adult Use Retail Store at 1674 Carl Broggi Highway. Selectman Harlow provides the full package and file for review if needed. Selectman Harlow reviews the checklist and asks Mr. Gee if he has any comments, he does not. Selectman Harlow asked if there are any interested parties with questions, there were none. Selectwoman Boucher motioned to close the Public Hearing. Selectman Lizotte seconded. Vote taken; vote carried. The checklist was reviewed by Selectman Harlow – there have been no citizens complaints. Selectman Harlow address the 4 signs at the site. By Ordinance only one sign is allowed. Selectman Harlow provided pictures of the 4 signs at the business. Chairman Philbrick suggested that the removal of the signs be a condition of the license. Mr. Gee will have 1 week to remove the signs. Selectman Harlow asks if there are any questions, there were none. Selectman Harlow motioned to approved the renewal of the license for Allyn Gee Adult Use Retail Store to expire 12/16/2023 with the following condition, that only 1 sign is displayed and the business has 1 week to comply. Selectwoman Boucher seconded. Vote taken; vote carried. Selectman Harlow motioned to close the public hearing. Selectman Lizotte seconded. Vote taken; vote carried. 4 in favor (Philbrick, Lizotte, Harlow, Boucher) - 1 not present (Walsworth)

6:21 Public Hearing for Conde/Shack 420 for Consent Agreement. Selectman Harlow motioned to open the Public Hearing for Consent Agreement. Selectwoman Boucher seconded. Vote taken; vote carried. Chair Philbrick motioned to appoint Selectman Harlow as presiding officer. Selectwoman Boucher seconded. Vote taken; vote carried. The purpose of this public hearing is to sign the Consent Agreement between Rachelle Conde/Shack 420 and the Town of Lebanon. Selectman Harlow advised that issues first arose in 2020 if the business was eligible to operate as a Registered Caregiver. The establishment was never a store. There have been years of legal action and the parties recently entered

into Mediation. This consent is a result of the mediation. Rachelle Conde/Shack420 is allowed to submit an application for a Registered Caregiver home operation as long she complies with the Caregivers Ordinances' Requirement's. Ms. Conde must pay the town \$47,500.00 in 36 monthly payments. Atty. Russell stated that this is a caregiver business. Mel Warren asked what the legal fees were for this process. Selectman Harlow stated they were approx. \$75,000 which came out of the Marijuana Fund and the money received will reimburse that. Matt Leggett asked if this means the business will get a license due to this, the answer is yes as long as she is in compliance. Selectman Harlow motioned to discuss with the board this agreement. Chair Philbrick seconded. Vote taken; vote carried. Selectman Lizotte asked what happens if payments are missed. Selectman Harlow stated that is covered in the Consent Agreement. Selectman Harlow motioned to sign and execute the Consent Agreement. Chair Philbrick seconded. Vote taken; vote carried. 4 in favor (Philbrick, Lizotte, Harlow, Boucher) - 1 not present (Walsworth)

Public Participation - Matthew Leggett discussed the ATV, COVID plan for the fire department that is going on the ballot. Deborah Wilson is disturbed about the Burnout Competition being cancelled. Ms. Wilson reminded everyone that Meet the Candidates Night will be on May 6<sup>th</sup> and the rain date is May 13. Ms. Wilson stated that she believes all items that were discussed, with resident input, should also be put on the ballot. Chuck Russell asked when the ARPA deadline is, Chair Philbrick stated 12/2024. Laura Bragg stated that she was present at the Select Board & Budget Committee and the only thing discussed was the fire department question – there was nothing else presented.

7:00 The Town Meeting Referendum was discussed, changes made. Chair Philbrick reads some of the document and state he needs a motion to sign it. Selectman Harlow so moved. Vice Chair Walsworth seconded. Vote taken; vote carried. All in favor.

7:15 Unfinished business – the list was reviewed and updated. The Purchase Orders that were written for the work at the Transfer Station, were amended. The name of the business to be paid on all is the Momentum Network so that all the work will be under their insurance policy. Selectman Harlow motioned to approve work for \$3085.00 for John Costello. Chair Philbrick seconded. 4 in favor (Harlow, Philbrick, Boucher, Walsworth); 1 opposed (Lizotte)

Individual Selectboard issues – Selectman Harlow apologized for being unprofessional. Selectman Harlow stated he would turn in his resignation if the Board would like him to. Selectwoman Boucher stated there is no need. Selectwoman Boucher spoke with Mr. Pat Smith who runs a public works department. He advised as to the cost of paving; 1 mile of road is \$263,000 not including ditching or culverts. With ditching and culverts, it would be approximately \$300,000 for 1 mile or road. Vice Chair Walsworth discussed information received from Data Defined regarding mobile hot spot and other options for the streaming to become mobile. Vice Chair Walsworth also discussed an issue that Carol Harris, Animal Control Officer, is having with a one of the shelters collecting the \$45.00 impound fee. Vice Chair Walsworth wanted to discuss the issue of one selectperson being attacked for decisions. This Board is unified and makes decisions as a board. Even if it is a divided vote, the board does not act individually. Chair Philbrick discussed the document regarding Grants for the ATV Club, he has concerns. The rest of the Board will read the document and discuss it. Vice Chair Walsworth discussed the ways the public can ask questions of the board; email, phone calls, meetings during public participation. Chair Philbrick stated that the Code Officer submitted a resignation and the Board accepted it. The Board will look at the current Code Officer Job Description and provide any changes that could be made. They will also look at the Marijuana portion as well. Chair Philbrick addressed the Burnout Event. Chair Philbrick stated that he contact David Salvatore, co-sponsor of this event and asked if the Special Event Ordinance applied. Chair Philbrick explained to Mr. Salvatore, that as the Code Officer he should be careful to follow all the rules.

Chair Philbrick motioned to accept the Minutes of 3-23-23. Selectman Harlow seconded. 3 in favor (Boucher, Philbrick, Harlow); (Walsworth abstained, Lizotte absent). Vote carried.

Chair Philbrick motioned to accept the Minutes of 4-6-2023. Selectman Harlow seconded. Vote taken; 3 in favor (Philbrick, Harlow, Lizotte) (Walsworth abstained, Boucher absent). Vote carried

Vice Chair Walsworth motioned to accept the Minutes of 4-12-2023. Selectman Harlow seconded. Vote taken; 4 in favor (Philbrick, Harlow, Lizotte, (Walsworth) (Boucher absent). Vote carried.

Paper work – time off request signed, Training for the Treasurer signed.

Chair Philbrick motioned to accept the Fact & Findings for Tim Bragdon from the Public Hearing held on 4/6/2023. Selectman Harlow seconded. Vote taken 3 in favor (Philbrick, Harlow, Lizotte), (Walsworth abstained and Boucher was absent) Vote carried.

Six copies of the Teamsters Local Memorandum of Understanding regarding an agreement for David Salvatore wages while filling in as Marijuana Officer. Selectman Harlow motioned to accept the agreement. Vice Chair Walsworth seconded. Vote taken; vote carried. The six copies were signed.

7:30 Chairman Philbrick motioned to adjourn. Mel Warren asked to speak and permission was granted. Ms. Warren wanted to know if the legal fees that were paid by the Plaintiff were going to reimburse the legal budget and the answer is yes. She also asked what happens if Ms. Conde fails to pay. Selectman Harlow stated the consent agreement has provisions for that. Selectwoman Boucher seconded the motioned. Vote taken; vote carried. All in favor.

## CONSENT AGREEMENT

This Consent Agreement (the "Agreement") is made as of the \_\_\_\_ day of \_\_\_\_\_, 2023, by and between the TOWN OF LEBANON, a body corporate and politic, whose mailing address is 15 Upper Guinea Road, Lebanon, Maine 04027 MAINE (the "Town" through its Select Board) on the one hand, and Rachelle Conde and The Shack 420, LLC (together, "Conde") on the other hand (all three collectively, the "Parties").

### RECITALS

WHEREAS, Conde resides at a certain parcel of real property located at 1654 Carl Broggi Highway, Lebanon, Maine, 04027 and owned by Norman S. Conde and Norman F. Conde, which property is identified on Tax Map U02, Lot 23, and which property is described in a deed dated November 5, 2019, recorded November 7, 2019, in the York County Registry of Deeds in Book 18091, Page 835 (the "Property"); and

WHEREAS, Conde is a registered caregiver for medical marijuana under State law, and operates The Shack 420 in an accessory shed located on the Property; and

WHEREAS, beginning in the summer of 2020, a dispute arose between the Town and Conde regarding Conde's operation of the Shack 420 on the Property; and

WHEREAS, the Town issued multiple notices of violation to Conde because of this ongoing dispute; and

WHEREAS, Conde attempted to appeal the notice of violations to the Town's Board of Appeals as directed by the notice of violations;

WHEREAS, the Town operates a medical marijuana business licensing program under the Lebanon Medical Marijuana Business Ordinance ("LMMBO") and the Lebanon Registered Caregiver Licensing Ordinance ("LRCLO"); and

WHEREAS, Conde's August 27, 2021 applications for licenses under the LMMBO and LRCLO were denied by the Town for timeliness; and

WHEREAS, Conde attempted to appeal the denial of the application to the Town's Board of Selectmen who is the governing body of the LMMBO and LRCLO, as she believed that the application was timely;

WHEREAS, the Town denied Conde's notice of violation appeal and application appeal;

WHEREAS, Conde appealed the denial of the application under the LMMBO to the Maine Superior Court and appealed one of the notices of violation resulting in the consolidated cases of *Conde v. Town of Lebanon, et al.*, YORSC-AP-21-26, AP-22-5 (the "80B Action");

WHEREAS, the Town filed a Rule 80K enforcement action at docket SPRDC-CV-2023-7 in which it alleges certain violations of its ordinances (the "80K Action");

WHEREAS, in light of the uncertainty and expense of ongoing litigation, the Parties wish to resolve the disputes between them through this Agreement;

NOW THEREFORE, in consideration of the covenants, conditions, representations, and acknowledgments contained herein, and in reliance upon the agreements and releases of the Parties as set forth herein, the Parties, intending to be legally bound, agree as follows:

1. **Total Consideration.** Total consideration under this Agreement to be paid by Conde to the Town is Forty-Seven Thousand Five Hundred Dollars (**\$47,500.00**) in honored funds, to be paid as follows:

(a) **Initial payment.** Conde shall pay the Town One Thousand Three Hundred Nineteen Dollars and Forty-Four Cents (\$1,319.44) within one (1) week (i.e., seven (7) calendar days) of the Select Board's public vote to approve and execution of this Agreement.

(b) **Remaining recurring payments.** After making the initial payment described above, Conde shall pay the Town on the 1st day of every subsequent month equal installments of One Thousand Three Hundred Nineteen Dollars and Forty-Four Cents (\$1,319.44) for thirty-four (34) months and then one (1) final month of One Thousand Three Hundred Nineteen Dollars and Sixty Cents (\$1,319.60), for a total of thirty-six (36) monthly payments (including the initial payment).

(c) **To whom payment must be made.** Conde shall write a check for each payment, payable to the Town of Lebanon, and provide each payment to the Town Clerk at 15 Upper Guinea Road, Lebanon, ME 04027. The Town Clerk shall issue a written receipt to Conde for each payment.

2. **Computation of Time.** Any act which must be done under this Agreement by a certain date or within a certain amount of time shall be subject to the calculation method contained in M.R. Civ. P. 6(a).

3. **Default.** In the event Conde fails to make any payment as required by Paragraph 1 above, Conde shall have fourteen (14) calendar days from the date of written notice by the Town to Conde to cure the untimeliness by providing payment in the full amount that was due on the 1st of the month. The Town shall provide written notice to Conde by certified or registered mail or by email. Notice is deemed given on the date of mailing by certified or registered mail or the date the Town sends the email to Conde and/or her legal representative.

It is Conde's obligation to ensure that the Town has a record of Ms. Conde's current email address. Conde must immediately alert the Town of any future changes to her primary email address and/or otherwise take reasonable measures to ensure receipt of notices as provided in the above paragraph.

If Conde fails to pay by the fourteenth (14th) day following written notice, Conde is deemed in default of this Agreement, and the Town is permitted to proceed with the filing of a court action for breach of this Agreement with the consented-to stipulated judgment (the "Breach Action"). Counsel for Conde agrees to accept service of the complaint for the Breach Action and waive the affirmative defenses of insufficiency of process and insufficiency of service of process. Conde will then promptly file an answer admitting the allegations in the complaint. Counsel for the Town will then file a consented-to motion for judgment on the pleadings and the consented-to stipulated judgment granting the Town judgment in its favor in the Breach Action. The judgment shall entitle the Town to reimbursement of its attorneys' fees and costs expended in the Breach Action. Amounts previously paid by Conde will be deducted from the judgment.

Copies of the following documents will be attached hereto and executed simultaneously with the execution of this Agreement:

- The Town's complaint is attached hereto as Exhibit 1;
- The summons is attached hereto as Exhibit 2;
- Conde's acceptance of service and waiver is attached hereto as Exhibit 3;
- Conde's answer admitting the allegations of the complaint is attached hereto as Exhibit 4;
- The Town's consented-to motion for judgment on the pleadings is attached hereto as Exhibit 5; and
- The consented-to judgment is attached hereto as Exhibit 6.

4. **Registered Caregiver Home Operation Application.** Promptly following the Select Board's approval of this Agreement, the Town shall advise Conde whether her pending application for a license as a Registered Caregiver Home Operation ("RCHO") under the Lebanon Registered Caregiver Licensing Ordinance ("LRCLO") (as adopted by the Town on June 8th, 2021) is complete, and if not, will provide her with a list of the items that need to be provided to the Town to complete the application.

(a) For the period of time between the effective date of this Agreement until the Town undertakes a final review of her license application (which the Town agrees to do expediently and without undue delay) and issues a final decision thereon ("Grace Period"), Conde may operate as an RCHO pending final license approval, without penalty for failure to obtain a license, provided that Conde must abide by all performance standards for an RCHO under the LRCLO at all times subsequent to her execution of this Agreement. If an RCHO license issues, nothing in this paragraph shall be construed to confer licensing privileges to Conde beyond those authorized under the LRCLO. The Grace Period shall expire upon the Town's issuance of an RCHO license to Conde, or upon Conde's withdrawal of her application for an RCHO license, whichever shall first occur.

(b) The Parties agree that Conde's operation of an RCHO on the Premises in compliance with the applicable provisions of the LRCLO shall include, but not be limited to, the following:

- i. Operating from the accessory shed on her primary residential lot of 1654 Carl Broggi Highway, provided that Conde's principal residence remains on this Property;
- ii. Not posting any signs or flags on the Property or in the Carl Broggi Highway right-of-way that would give the appearance that the Property is open to the general public for business, such as "OPEN" signs or flags;
- iii. Abiding by the hours of operation contained in the LRCLO and engaging in sales, consultations, and other interactions with qualifying patients (as defined under the LRCLO and State law) on an appointment-only basis; and
- iv. Otherwise not operating as a retail store, including not being open to the general public.

(c) In advertising the business licensed as an RCHO on the Property, including online advertising on websites such as Weedmaps and Leafly.com, Conde must include in all sections which she can edit and control of The Shack 420's profile pages language to the effect that Conde is a registered caregiver who is not open to the public for retail sales and who sees patients on an appointment-only basis.

(d) The Rule 80K Action and any notices of violation dated prior to the effective date of this Agreement that were issued by the Town against Conde concerning Conde's marijuana business operations or the Property will not be considered by the Town when acting on her application for an RCHO license or any subsequent renewals or any other future license or permit applications.

**5. Resolution of Pending Lawsuits.** Within ten (10) business days following full execution of this Agreement by the Parties and adoption of this Agreement at the Select Board's public vote on \_\_\_\_\_, 2023, Conde will dismiss the Rule 80B Action with prejudice and the Town will dismiss the Rule 80K Action with prejudice.

**6. Mutual Release.** This Agreement mutually releases the Parties for all lawsuits, claims, and causes of action related to the Rule 80B Action and Rule 80K Action that were made, or could have been made, up until the date of execution of this Agreement. This does not apply to any actions necessary to enforce the Agreement, and any land-use enforcement matters that may arise after the date of execution of this Agreement.

**7. Enforcement of Agreement.** In the event either Conde or the Town breaches this Agreement (by an act other than a default on payment as described above in Paragraph 3 and as covered by the Breach Action), such breach may be enforced by the non-breaching party through a separate breach of contract action. Costs of enforcement, including reasonable attorneys' fees, will be awarded to the prevailing party on any motions or other proceedings to enforce this Agreement. Such award of costs for enforcement proceedings may be requested by the prevailing party and entered by the Court immediately after the enforcement proceeding for payment within thirty (30) days and need not await final judgment.

8. **Severability.** If any provision of this Agreement or its application to any party or circumstances shall be declared void, illegal, or unenforceable, the remainder of this Agreement shall be valid and enforceable to the extent permitted by applicable law. In such event, the Parties shall use their best efforts to replace the invalid or unenforceable provision by a provision that, to the extent permitted by the applicable law, achieves the purposes intended under the invalid or unenforceable provision.

9. **Execution of Agreement.** This Agreement may be executed in one or more counterparts, including emailed or faxed counterparts, each of which shall be deemed an original and together shall constitute one and the same document. Faxed, emailed, and electronic signatures shall have the same force and effect as original signatures. By their signatures below, the undersigned represent that they (i) have carefully read this Agreement, know and understand the terms and effect hereof, have fully discussed the terms and effect of this Agreement with their attorney, (ii) have the authority to enter into this Agreement, and (iii) have signed this Agreement as their free and considered act.

10. **Interpretation of Agreement.** This Agreement shall be controlled by Maine Law.

11. **Entire Agreement.** This Agreement contains the entire agreement between the Parties and supersedes all prior agreements or understandings, written or otherwise, which are expressly hereby agreed to be of no further force or effect. Conde acknowledges that she has not relied upon any statements, promises, or agreements of any kind made to her in connection with her decision to enter into this Agreement, except for those expressly stated in this Agreement.

IN WITNESS WHEREOF, the TOWN OF LEBANON, MAINE has caused this Agreement to be executed in its corporate name by Paul Philbrick, Shelli Boucher, Richard Harlow III, and Ernest Lizotte, Jr., a majority of its duly authorized Municipal Officers.

**For Town of Lebanon**

Dated: \_\_\_\_\_, 2023

\_\_\_\_\_  
By: Paul Philbrick  
Its: Select Board Chair

Dated: \_\_\_\_\_, 2023

\_\_\_\_\_  
By: Shelli Boucher  
Its: Select Board Member

Dated: \_\_\_\_\_, 2023

\_\_\_\_\_  
By: Richard Harlow III  
Its: Select Board Member



Dated: \_\_\_\_\_, 2023

\_\_\_\_\_  
By: Ernest Lizotte, Jr.  
Its: Select Board Member

STATE OF MAINE  
COUNTY OF YORK, ss.

\_\_\_\_\_, 2023

Then personally appeared the above-named Paul Philbrick, Chair of the Select Board, and Select Board members Shelli Boucher, Richard Harlow III, and Ernest Lizotte, Jr., and severally acknowledged the foregoing instrument to be their free act and deed in their said capacities and the free act and deed of said TOWN OF LEBANON.

Before me,

\_\_\_\_\_  
Notary Public/Maine Attorney at Law

\_\_\_\_\_  
Print name

My commission expires \_\_\_\_\_

IN WITNESS WHEREOF, Rachelle Conde and The Shack 420 LLC, has caused this Agreement to be executed by Rachelle Conde, in her individual capacity and as The Shack 420 LLC's sole Member, hereunto duly authorized.

**For Rachelle Conde**

Dated: \_\_\_\_\_, 2023

\_\_\_\_\_  
Rachelle Conde

**For The Shack 420 LLC**

Dated: \_\_\_\_\_, 2023

\_\_\_\_\_  
By: Rachelle Conde  
Its Sole Member

STATE OF MAINE  
COUNTY OF YORK, ss.

\_\_\_\_\_, 2023

Then personally appeared the above-named Rachelle Conde, in her individual capacity and as the Sole Member of The Shack 420 LLC, and acknowledged the foregoing instrument to be her free act deed in her aforesaid capacities.

Before me,

\_\_\_\_\_  
Notary Public/Maine Attorney at Law

\_\_\_\_\_  
Print name

My commission expires \_\_\_\_\_

STATE OF MAINE  
YORK, ss.

SUPERIOR COURT  
DOCKET NO. \_\_\_\_\_

TOWN OF LEBANON, a duly organized and  
existing body corporate in the County of York,  
State of Maine,

*Plaintiff,*

v.

RACHELLE CONDE and THE SHACK 420,  
LLC,

*Defendants.*

## **COMPLAINT**

Plaintiff, the Town of Lebanon, by and through counsel, complains against Defendants, Rachelle Conde and the Shack 420, LLC, as follows:

### **PARTIES**

1. The Town of Lebanon is a duly organized and existing body corporate in the County of York, State of Maine.
2. Defendant Rachelle Conde resides at 1654 Carl Broggi Highway in the Town of Lebanon, County of York, State of Maine. Ms. Conde is a registered caregiver for medical marijuana under Maine law and meets with patients out of the accessory shed on the premises at 1654 Carl Broggi Highway.
3. Defendant the Shack 420, LLC, is a Maine limited liability company whose registered agent is Ms. Conde. Ms. Conde operates as a registered caregiver through the Shack 420, LLC.

### **JURISDICTION AND VENUE**

4. This Court has jurisdiction over this matter pursuant to 4 M.R.S. § 105.
5. Venue is proper pursuant to 14 M.R.S. § 501 because the Town is a municipality in York

County, Maine, and Defendants live/have places of business in York County, Maine, and the causes of action arose in York County, Maine.

**COUNT I (BREACH OF CONTRACT)**

6. On April \_\_, 2023, Plaintiff and Defendants entered into an agreement through which Defendants agreed to pay Plaintiff a specified amount on the first day of every month for thirty-six (36) consecutive months (the "Agreement"). A true and correct copy of that agreement is attached hereto as **Exhibit A**.

7. Pursuant to the Agreement, if Defendants failed to make a timely payment as required by the Agreement, Plaintiff was required to provide written notice to Defendants to cure the missed payment. Defendants had fourteen (14) days from the date of the written notice to cure by providing payment in the full amount that was due on the first of the month. If Defendants failed to cure by the fourteenth day following written notice, Defendants were deemed in default of the Agreement. Upon default by Defendants, Plaintiffs were authorized to file this consented-to breach-of-contract action.

8. Defendants failed to make a timely payment under the Agreement.

9. Plaintiff provided written notice to Defendants, as evidenced by Exhibit B.

10. Defendants failed to cure by the fourteenth day after written notice. By failing to cure by the fourteenth day after written notice, Defendants defaulted and therefore breached the contract by failing to make timely payment.

11. In total, Defendants were required to pay Plaintiff Forty-Seven Thousand Five Hundred Dollars (\$47,500.00) under the Agreement.

12. Pursuant to the Agreement, the consented-to judgment entered for Plaintiff in this action must be for the total amount owed (as stated in the above paragraph) less amounts paid by

Defendants through the date of the default. As of the date of the default, Defendants have paid the amount reflected in Exhibit C.

13. Pursuant to the Agreement, the consented-to judgment entered for Plaintiff in this action shall entitle Plaintiff to recovery of its attorneys' fees and costs expended in this action.

WHEREFORE, due to Defendants' breach of the contract between the parties, Plaintiff requests that the Court enter judgment in Plaintiff's favor against Defendants in amount equal to Forty-Seven Thousand Five Hundred Dollars (\$47,500.00) less the total amount paid as shown in Exhibit C, as well as Plaintiff's attorneys' fees and costs incurred in pursuing this action

Dated: \_\_\_\_\_

\_\_\_\_\_  
Amy K. Tchao, Esq., Bar No. 7768  
Carey J. Gustanski, Esq., Bar No. 5982  
*Counsel for Plaintiff Town of Lebanon*

Drummond Woodsum & MacMahon  
84 Marginal Way, Suite 600  
Portland, ME 04101  
207-772-1941  
[atchao@dwmlaw.com](mailto:atchao@dwmlaw.com)  
[cgustanski@dwmlaw.com](mailto:cgustanski@dwmlaw.com)

Town of Lebanon Plaintiffv. Rachelle Conde Defendant1654 Broggi Highway Address  
Lebanon, ME 04027

"X" the court for filing:

☒ Superior Court ☐ District CourtCounty: YorkLocation (Town): Biddeford

Docket No.: \_\_\_\_\_

## SUMMONS

M. R. Civ. P. 4(d)

The Plaintiff has begun a lawsuit against you in the ☐ District ☒ Superior Court, which holds sessions at (street address) 515 Elm Street in the Town/City of Biddeford, County of York, Maine. If you wish to oppose this lawsuit, you or your attorney **MUST PREPARE AND SERVE A WRITTEN ANSWER** to the attached Complaint **WITHIN 20 DAYS** from the day this Summons was served upon you. You or your attorney must serve your Answer by delivering a copy of it in person, by mail, or by email to the Plaintiff's attorney, whose name and address, including email address appear below, or by delivering a copy of it in person or by mail to the Plaintiff, if the Plaintiff's name and address appear below. You or your attorney must also file the original of your Answer with the court by mailing it to: Clerk of ☐ District ☒ Superior Court, 515 Elm Street, Biddeford, Maine 04005  
(Mailing Address) (Town, City) (Zip)

before, or within a reasonable time after, it is served. Court rules governing the preparation and service of Answers are found at [www.courts.maine.gov](http://www.courts.maine.gov).

**IMPORTANT WARNING:** If you fail to serve an answer within the time stated above, or if, after you answer, you fail to appear at any time the Court notifies you to do so, a judgment by default may be entered against you in your absence for the money damages or other relief demanded in the Complaint. If this occurs, your employer may be ordered to pay part of your wages to the Plaintiff or your personal property, including bank accounts and your real estate may be taken to satisfy the judgment. If you intend to oppose this lawsuit, do not fail to answer within the requested time.

If you believe the plaintiff is not entitled to all or part of the claim set forth in the Complaint or if you believe you have a claim of your own against the Plaintiff, you should talk to a lawyer. If you feel you cannot afford to pay a fee to a lawyer, you may ask the clerk of court for information as to places where you may seek legal assistance.

Date (mm/dd/yyyy): \_\_\_\_\_

Amy K. Tchao, Esq. (☒ Attorney for) PlaintiffBar No. 7768 Bar # (if applicable)84 Marginal Way, Ste. 600 AddressPortland, ME 04101atchao@dwmlaw.com Telephone/Email

(Seal of Court)

Shelly Sawyer

Clerk

**ADA Notice:** The Maine Judicial Branch complies with the Americans with Disabilities Act (ADA). If you need a reasonable accommodation contact the Court Access Coordinator, [accessibility@courts.maine.gov](mailto:accessibility@courts.maine.gov), or a court clerk.

**Language Services:** For language assistance and interpreters, contact a court clerk or [interpreters@courts.maine.gov](mailto:interpreters@courts.maine.gov).

## MAINE JUDICIAL BRANCH

STATE OF MAINE

\_\_\_\_ County

On (date) \_\_\_\_\_, I served the Complaint (and Summons, and Notice Regarding Electronic Service) upon Defendant \_\_\_\_\_ by delivering a copy of the same at the following address:

☐ to the above-named Defendant in hand.

☐ to (name) \_\_\_\_\_, a person of suitable age and discretion who was then residing at Defendant's usual residence.

☐ to (name) \_\_\_\_\_, who is authorized to receive service for Defendant.

☐ by (describe other manner of service): \_\_\_\_\_

Date (mm/dd/yyyy): \_\_\_\_\_



\_\_\_\_\_  
Deputy Sheriff Signature

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Agency

**Costs of Service:**

Service: \$ \_\_\_\_\_

Travel: \$ \_\_\_\_\_

Postage: \$ \_\_\_\_\_

Other: \$ \_\_\_\_\_

**Total** \$ \_\_\_\_\_

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## MAINE JUDICIAL BRANCH

Town of Lebanon Plaintiff

V.  
The Shack 420, LLC Defendant  
1654 Carl Broggi Highway Address  
Lebanon, ME 04027

"X" the court for filing:

☒ Superior Court ☐ District CourtCounty: YorkLocation (Town): Biddeford

Docket No.: \_\_\_\_\_

## SUMMONS

M. R. Civ. P. 4(d)

The Plaintiff has begun a lawsuit against you in the ☐ District ☒ Superior Court, which holds sessions at (street address) 515 Elm Street, in the Town/City of Biddeford, County of York, Maine. If you wish to oppose this lawsuit, you or your attorney **MUST PREPARE AND SERVE A WRITTEN ANSWER** to the attached Complaint **WITHIN 20 DAYS** from the day this Summons was served upon you. You or your attorney must serve your Answer by delivering a copy of it in person, by mail, or by email to the Plaintiff's attorney, whose name and address, including email address appear below, or by delivering a copy of it in person or by mail to the Plaintiff, if the Plaintiff's name and address appear below. You or your attorney must also file the original of your Answer with the court by mailing it to: Clerk of ☐ District ☒ Superior Court, 515 Elm Street, Biddeford, Maine 04605  
 (Mailing Address) (Town, City) (Zip)

before, or within a reasonable time after, it is served. Court rules governing the preparation and service of Answers are found at [www.courts.maine.gov](http://www.courts.maine.gov).

**IMPORTANT WARNING:** If you fail to serve an answer within the time stated above, or if, after you answer, you fail to appear at any time the Court notifies you to do so, a judgment by default may be entered against you in your absence for the money damages or other relief demanded in the Complaint. If this occurs, your employer may be ordered to pay part of your wages to the Plaintiff or your personal property, including bank accounts and your real estate may be taken to satisfy the judgment. If you intend to oppose this lawsuit, do not fail to answer within the requested time.

If you believe the plaintiff is not entitled to all or part of the claim set forth in the Complaint or if you believe you have a claim of your own against the Plaintiff, you should talk to a lawyer. If you feel you cannot afford to pay a fee to a lawyer, you may ask the clerk of court for information as to places where you may seek legal assistance.

Date (mm/dd/yyyy): \_\_\_\_\_

Amy K. Tchao, Esq.☒ Attorney for Plaintiff

(Seal of Court)

Bar No. 7768

Bar # (if applicable)

84 Marginal Way, Ste. 600

Address

Portland, ME 04101atchao@dwmlaw.com

Telephone/Email

Shelley Sawyer  
 Clerk

**ADA Notice:** The Maine Judicial Branch complies with the Americans with Disabilities Act (ADA). If you need a reasonable accommodation contact the Court Access Coordinator, [accessibility@courts.maine.gov](mailto:accessibility@courts.maine.gov), or a court clerk.

**Language Services:** For language assistance and interpreters, contact a court clerk or [interpreters@courts.maine.gov](mailto:interpreters@courts.maine.gov).



## MAINE JUDICIAL BRANCH

## STATE OF MAINE

\_\_\_\_\_ County

On (date) \_\_\_\_\_, I served the Complaint (and Summons, and Notice Regarding Electronic Service) upon Defendant \_\_\_\_\_ by delivering a copy of the same at the following address:

☐ to the above-named Defendant in hand.

☐ to (name) \_\_\_\_\_, a person of suitable age and discretion who was then residing at Defendant's usual residence.

☐ to (name) \_\_\_\_\_, who is authorized to receive service for Defendant.

☐ by (describe other manner of service): \_\_\_\_\_

Date (mm/dd/yyyy): \_\_\_\_\_



\_\_\_\_\_  
Deputy Sheriff Signature

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Agency

**Costs of Service:**

Service: \$ \_\_\_\_\_

Travel: \$ \_\_\_\_\_

Postage: \$ \_\_\_\_\_

Other: \$ \_\_\_\_\_

**Total** \$ \_\_\_\_\_

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STATE OF MAINE  
YORK, ss.

SUPERIOR COURT  
DOCKET NO. \_\_\_\_\_

TOWN OF LEBANON, a duly organized and  
existing body corporate in the County of York,  
State of Maine,

*Plaintiff,*

v.

RACHELLE CONDE and THE SHACK 420,  
LLC,

*Defendants.*

**ACCEPTANCE OF SERVICE OF  
COMPLAINT AND ENTRY OF  
APPEARANCES**

1. Our names are Seth T. Russell, Esq., and David P. Silk, Esq., and we are attorneys admitted to practice in Maine with offices in Portland.
2. We have been engaged to represent Defendants Rachelle Conde and the Shack 420, LLC, in the above-captioned civil action.
3. Pursuant to Rule 4 of the Maine Rules of Civil Procedure, we have been authorized to accept service of the Complaint for Defendants Rachelle Conde and the Shack 420, LLC.
4. We have received a copy of the Complaint and hereby accept service of the same on behalf of Defendants Rachelle Conde and the Shack 420, LLC.
5. By this Acceptance of Service, as attorneys for Defendants Rachelle Conde and the Shack 420, LLC, we agree to waive the affirmative defenses of insufficiency of process and insufficiency of service of process.
6. Please enter our appearances as counsel of record for Defendants Rachelle Conde and the Shack 420, LLC.

Dated: \_\_\_\_\_

Seth T. Russell, Esq., Bar No. 6485  
Zerrillo Law Firm, LLC  
1250 Forest Ave., Ste. 3A  
Portland, ME 04103  
207-618-6555  
[seth@zerillolaw.com](mailto:seth@zerillolaw.com)

David P. Silk, Esq., Bar No. 3136  
Curtis Thaxter LLC  
One Canal Plaza, Ste. 1000  
Portland, ME 04101  
207-774-9000  
[dsilk@curtisthaxter.com](mailto:dsilk@curtisthaxter.com)

*Counsel for Defendants Rachelle Conde and  
the Shack 420, LLC*

STATE OF MAINE  
YORK, ss.

SUPERIOR COURT  
DOCKET NO. \_\_\_\_\_

TOWN OF LEBANON, a duly organized and  
existing body corporate in the County of York,  
State of Maine,

*Plaintiff,*

v.

RACHELLE CONDE and THE SHACK 420,  
LLC,

*Defendants.*

**ANSWER TO COMPLAINT**

Defendants, Rachelle Conde and the Shack 420, LLC, answer Plaintiff's complaint as  
follows:

**PARTIES**

1. Admitted.
2. Admitted.
3. Admitted.

**JURISDICTION AND VENUE**

4. Admitted.
5. Admitted.

**COUNT I (BREACH OF CONTRACT)**

6. Admitted.
7. Admitted.
8. Admitted.
9. Admitted.

10. Admitted.

11. Admitted.

12. Admitted.

13. Admitted.

WHEREFORE, Defendants agree that Defendants have breached the contract between the parties. Accordingly, Defendants consent to Plaintiff's request that the Court enter judgment in Plaintiff's favor against Defendants in amount equal to \$47,500.00 less the total amount paid as shown in Exhibit B, as well as Plaintiff's attorneys' fees and costs incurred in pursuing this action.

Dated: \_\_\_\_\_

\_\_\_\_\_  
Seth T. Russell, Esq., Bar No. 6485  
Zerrillo Law Firm, LLC  
1250 Forest Ave., Ste. 3A  
Portland, ME 04103  
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[seth@zerillolaw.com](mailto:seth@zerillolaw.com)

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*Counsel for Defendants Rachelle Conde and  
the Shack 420, LLC*

STATE OF MAINE  
YORK, ss.

SUPERIOR COURT  
DOCKET NO. \_\_\_\_\_

TOWN OF LEBANON, a duly organized and  
existing body corporate in the County of York,  
State of Maine,

*Plaintiff,*

v.

RACHELLE CONDE and THE SHACK 420,  
LLC,

*Defendants.*

**PLAINTIFF'S CONSENTED-TO MOTION  
FOR JUDGMENT ON THE PLEADINGS  
AND INCORPORATED MEMORANDUM  
OF LAW**

Pursuant to M.R. Civ. P. 12(c), Plaintiff, the Town of Lebanon, by and through counsel and with the consent of counsel for Defendants Rachelle Conde and the Shack 420, LLC, moves for judgment on the pleadings. This Motion is supported by the incorporated memorandum of law.

**INCORPORATED MEMORANDUM OF LAW**

**LEGAL STANDARD**

"After the pleadings are closed but within such time as not to delay the trial, any party may move for judgment on the pleadings." M.R. Civ. P. 12(c). "When the plaintiff moves for judgment on the pleadings, the motion challenges the legal sufficiency of the answer." *Faith Temple v. DiPietro*, 2015 ME 166, ¶ 27, 130 A.3d 368. When there is no conflict between the pleadings, a plaintiff need not wait until summary judgment or trial to seek judgment. *Cf. Cunningham v. Haza*, 538 A.2d 265, 267 (Me. 1988).

Normally, a court cannot consider matters outside the pleadings on a motion for judgment on the pleadings. *See* M.R. Civ. P. 12(c). However, "official public documents, documents that are central to the plaintiff's claim, and documents referred to in the complaint" can be considered by

the Court. *Moody v. State Liquor & Lottery Comm'n*, 2004 ME 20, ¶ 10, 843 A.2d 43. “These documents will merge into the pleadings.” *Id.* Here, Exhibits A, B, and C to the Complaint are central to Plaintiff’s claim and are referred to in the Complaint. Accordingly, they merge into the pleadings.

### **ADMITTED FACTS**

The Town of Lebanon is a duly organized and existing body corporate in the County of York, State of Maine. (Compl. ¶ 1; Ans. ¶ 1.) Defendant Rachelle Conde resides at 1654 Carl Broggi Highway in the Town of Lebanon, County of York, State of Maine. (Compl. ¶ 2; Ans. 2 1.) Ms. Conde is a registered caregiver for medical marijuana under Maine law and meets with her patients out of the accessory shed on the premises at 1654 Carl Broggi Highway. (Compl. ¶ 2; Ans. ¶ 2.) Defendant the Shack 420, LLC, is a Maine limited liability company whose registered agent is Ms. Conde. (Compl. ¶ 3; Ans. ¶ 3.) Ms. Conde operates as a registered caregiver through the Shack 420, LLC. (Compl. ¶ 3; Ans. ¶ 3.)

On April 13, 2023, Plaintiff and Defendants entered into an agreement through which Defendants agreed to pay Plaintiff a specified amount on the first day of every month for Thirty-Six (36) consecutive months (the “Agreement”). (Compl. ¶ 6 & Ex. A; Ans. ¶ 6.) Pursuant to the Agreement, if Defendants failed to make a timely payment as required by the agreement, Plaintiff was required to provide written notice to Defendants to cure the missed payment. (Compl. ¶¶ 6-7 & Ex. A; Ans. ¶ 7.) Defendants had fourteen (14) days from the date of the written notice to cure by providing payment in the full amount that was due on the first of the month. (Compl. ¶¶ 6-7 & Ex. A; Ans. ¶ 7.) If Defendants failed to cure by the fourteenth day following written notice, Defendants were deemed in default of the Agreement. (Compl. ¶¶ 6-7 & Ex. A; Ans. ¶ 7.) Under the Agreement, Plaintiffs were authorized to file this consented-to breach-of-contract action

following the Defendants' default. (Compl. ¶¶ 6-7 & Ex. A; Ans. ¶ 7.)

Defendants failed to make a timely payment under the Agreement. (Compl. ¶ 8; Ans. ¶ 8.) Plaintiff provided written notice to Defendants. (Compl. ¶ 9 & Ex. B; Ans. ¶ 9.) Defendants failed to cure by the fourteenth day after written notice. (Compl. ¶ 10; Ans. ¶ 10.) By failing to cure by the fourteenth day after written notice, Defendants defaulted and therefore breached the contract by failing to make timely payment. (Compl. ¶ 10; Ans. ¶ 10.) In total, Defendants were required to pay Plaintiff Forty-Seven Thousand Five Hundred Dollars (\$47,500.00) under the Agreement. (Compl. ¶ 11; Ans. ¶ 11.)

Pursuant to the Agreement, the consented-to judgment entered for Plaintiff in this action must be for the total amount owed less amounts paid by Defendants through the date of the default. (Compl. ¶ 12; Ans. ¶ 12.) As of the date of the default, Defendants have paid the amount reflected in Exhibit C. (Compl. ¶ 12 & Ex. C; Ans. ¶ 12.) Pursuant to the Agreement, the consented-to judgment entered for Plaintiff in this action shall entitle Plaintiff to recovery of its attorneys' fees and costs expended in this action. (Compl. ¶ 13; Ans. ¶ 13.)

### **ARGUMENT**

To prevail on its breach of contract claim, Plaintiff must show that there was a contract between the parties, that Defendants breached a material term of that contract, and that the breach caused Plaintiff to suffer damages. *See Tobin v. Barter*, 2014 ME 51, ¶¶ 9-10, 89 A.3d 1088; *see also Me. Energy Recovery Co. v. United Steel Structures, Inc.*, 1999 ME 31, ¶ 7, 724 A.2d 1248.

Here, the undisputed pleadings demonstrate that Plaintiff is entitled to judgment as a matter of law on its Complaint. There was a contract between the parties. (Compl. ¶ 6 & Ex. A; Ans. ¶ 6.) Defendants breached a material term of the contract by failing to make timely payment and defaulting under the Agreement. (Compl. ¶¶ 6-11; Ans. ¶¶ 6-11.) Defendants failed to cure the



breach within fourteen (14) days from Plaintiff's written notice. (Compl. ¶¶ 9-11 & Ex. B; Ans. ¶¶ 9-11.) This breach caused Plaintiff to sustain damages in the form of money owed to Plaintiff. (Compl. ¶¶ 8-12 & Ex. B; Ans. ¶¶ 8-12.) Accordingly, Plaintiff is entitled to judgment as a matter of law on its Complaint. Defendants consent to the relief sought by Plaintiff.

### **CONCLUSION**

Plaintiff is entitled to judgment as a matter of law on its breach of contract claim.

Dated: \_\_\_\_\_

\_\_\_\_\_  
Amy K. Tchao, Esq., Bar No. 7768  
Carey J. Gustanski, Esq., Bar No. 5982  
*Counsel for Plaintiff Town of Lebanon*

Drummond Woodsum & MacMahon  
84 Marginal Way, Suite 600  
Portland, ME 04101  
207-772-1941  
[atchao@dwmlaw.com](mailto:atchao@dwmlaw.com)  
[cgustanski@dwmlaw.com](mailto:cgustanski@dwmlaw.com)

### **NOTICE**

**Pursuant to M.R. Civ. P. 7(b)(1)(A), matter in opposition to this motion pursuant to M.R. Civ. P. 7(c) must be filed not later than 21 days after the filing of the motion unless another time is provided by these Rules or set by the court. Failure to file timely opposition will be deemed a waiver of all objections to the motion, which may be granted without further notice or hearing.**

### **DEFENDANTS' STATEMENT OF NON-OBJECTION, WAIVER OF OPPOSITION, AND CONSENT TO ENTRY OF JUDGMENT**

Defendants, through authorized counsel, consent to the relief sought in this Motion and waive their right to oppose this Motion and waive any other objection they may have otherwise had. Defendants will not be filing an opposition to this Motion. Thus, the Court may enter the stipulated judgment immediately.

Defendants agree that they have breached the agreement between the parties and that Plaintiff is entitled to a judgment in the amount of Forty-Seven Thousand Five Hundred Dollars (\$47,500.00) less the amount reflected in Exhibit C, plus Plaintiff's attorneys' fees and costs incurred in pursuing this consent action.

Dated: \_\_\_\_\_

\_\_\_\_\_  
Seth T. Russell, Esq., Bar No. 6485  
Zerrillo Law Firm, LLC  
1250 Forest Ave., Ste. 3A  
Portland, ME 04103  
207-618-6555  
[seth@zerillolaw.com](mailto:seth@zerillolaw.com)

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One Canal Plaza, Ste. 1000  
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*Counsel for Defendants Rachelle Conde and  
the Shack 420, LLC*

STATE OF MAINE  
YORK, ss.

SUPERIOR COURT  
DOCKET NO. \_\_\_\_\_

TOWN OF LEBANON, a duly organized and  
existing body corporate in the County of York,  
State of Maine,

*Plaintiff,*

v.

RACHELLE CONDE and THE SHACK 420,  
LLC,

*Defendants.*

**[PROPOSED] ORDER GRANTING  
MOTION FOR JUDGMENT ON THE  
PLEADINGS**

*and*

**CONSENTED-TO JUDGMENT**

Based on the reasons stated in Plaintiff's Motion for Judgment on the Pleadings, and based on Defendants' consent to the relief sought and waiver of objection, the Court **GRANTS** Plaintiff's Motion for Judgment on the Pleadings. Judgment in Plaintiff's favor on its Complaint for breach of contract shall enter below pursuant to the Consented-to Judgment.

Dated: \_\_\_\_\_

\_\_\_\_\_  
Justice, Superior Court

**CONSENTED-TO JUDGMENT**

Upon consent of Plaintiff and Defendants, the Court enters judgment in favor of Plaintiff, the Town of Lebanon, against Defendants, Rachelle Conde and the Shack 420, LLC. The parties agree that Defendants have breached a material term of the contract between the parties.

Judgment in Plaintiff's favor is in the amount of \$ \_\_\_\_\_, which is equal to Forty-Seven Thousand Five Hundred Dollars (\$47,500.00) less the total amount paid under the contract by Defendants as of the date of the default (reflected in **Exhibit C** to Plaintiff's Complaint). Pre- and post-judgment interest shall accrue as stated in 14 M.R.S. §§ 1602-B and

1602-C.

Pursuant to the contract at issue, Plaintiff is also entitled to its attorneys' fees and costs incurred in pursuing this action. Plaintiff shall file an affidavit of fees and costs within twenty-one (21) days of the date of this Judgment.

The Clerk is specifically directed pursuant to Rule 79(a) to enter this Judgment on the civil docket by a notation incorporating it by reference.

Dated: \_\_\_\_\_

\_\_\_\_\_  
Justice, Superior Court

**ORDER ENTERED IN COURT'S DOCKET ON:** \_\_\_\_\_

The undersigned hereby consent to judgment, along with an incorporated waiver of all appeals from this judgment.

**SEEN AND AGREED:**

Dated: \_\_\_\_\_

\_\_\_\_\_  
Amy K. Tchao, Esq., Bar No. 7768  
Carey J. Gustanski, Esq., Bar No. 5982  
*Counsel for Plaintiff Town of Lebanon*

Drummond Woodsum & MacMahon  
84 Marginal Way, Suite 600  
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207-772-1941  
[atchao@dwmlaw.com](mailto:atchao@dwmlaw.com)  
[cgustanski@dwmlaw.com](mailto:cgustanski@dwmlaw.com)

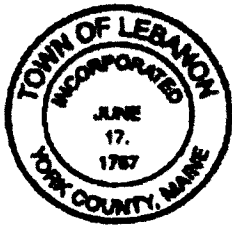
Dated: \_\_\_\_\_

\_\_\_\_\_  
Seth T. Russell, Esq., Bar No. 6485

Zerrillo Law Firm, LLC  
1250 Forest Ave., Ste. 3A  
Portland, ME 04103  
207-618-6555  
[seth@zerillolaw.com](mailto:seth@zerillolaw.com)

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Portland, ME 04101  
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[dsilk@curtisthaxter.com](mailto:dsilk@curtisthaxter.com)

*Counsel for Defendants Rachelle Conde and  
the Shack 420, LLC*



# Purchase Order

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

Lebanon Momentum  
Network (General Contractor)

Qty	Item #	Description	Job	Unit Price	Line Total
		Pressure washing rafters and compactor areas - Loranger Painting - O-			
		104 ft of Gutter - MK Property Servicing			\$ 430.00
		Roofing, electrical fixtures, cross braces, door knobs. (50% deposit - 50% on completion)			\$ 3,644.84

Total 4074.84

Account #: \_\_\_\_\_

Department Head \_\_\_\_\_

Date \_\_\_\_\_

\*\*This Purchase is not valid unless signed by  
no less than two Selectman of the Town of  
Lebanon. 3

Selectman

4/13/23  
Date  
4/13/23  
Date

Selectman

4/13/23  
Date

Selectman

4/13/23  
Date

Selectman

4/13/23  
Date



# Purchase Order

Date: 4/6/2023  
3/30/2023 minutes

Albert Frick Associates  
INC.

Qty	Item #	Description	Job	Unit Price	Line Total
	1	Design Plan for Septic System			700.00

Account # : \_\_\_\_\_

TroisFur Station Reserve Account Total 700.00

Department Head

Date

Mr. [Signature]  
Selectman

[Signature]  
Selectman

[Signature]  
Selectman

[Signature]  
Selectman

\_\_\_\_\_  
Selectman

6 Apr 2023  
Date

4/6/23  
Date

4/6/23  
Date

4/6/23  
Date

\_\_\_\_\_  
Date

\*\*This Purchase is not valid unless signed by  
no less than two Selectman of the Town of  
Lebanon. 7