

**Lebanon, Maine  
Select Board  
Town Office Conference Room  
Minutes –Meeting  
Thursday, June 1, 2023**

Members Present

☞ Paul Philbrick – Chairman  
Ernest Lizotte, Jr. – Selectman  
☞ Shelli Boucher – Selectwoman (arrived 6:42)  
Michael Walsworth – Vice Chair  
☞ Richard Harlow III – Selectman

Others Present

Mel Warren Colby Warren  
Rick Pelletier  
Chief Flynn Janice Church  
Kevin Edwards  
Deborah Wilson

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

6:00 Pledge of Allegiance

Dr. Kass Kannibis Public Hearing CANCELLED

6:01 Public Hearing – Melissa Warren DBA Natural High for License Approval & Consent Agreement. Chair Philbrick turned the meeting over to Selectman Harlow for the Public Hearing. Selectman Harlow distributed handouts to the Board. Vice Chair Walsworth explained that he is recusing himself as a conflict with his employment. This is not a reflection of the owner or the business. Selectman Harlow made a statement regarding the procedure for the Public Hearing. Chair Philbrick motioned for Selectman Harlow to be the Presiding Officer. Selectman Lizotte seconded. Vote taken; vote passed. 3 in favor (Harlow, Lizotte, Philbrick) 2 not present (Walsworth, Boucher). Selectman Harlow explained the rules of procedure and that this is a Quasi-Judicial hearing. There are no conflicts and there is a quorum. Selectman Harlow reviewed file – this is a Registered Caregiver Retail Store at 1498 Carl Broggi Highway, Unit #2. Selectman Harlow explained that there is also a Consent Agreement to be signed. This is due to the business operating without a Town License and the agreement will get the business caught up on unpaid fees. Chairman Philbrick motioned to accept the Consent Agreement as written. Selectman Lizotte seconded. Vote taken; vote passed. 3 in favor (Harlow, Lizotte, Philbrick) 2 not present (Walsworth, Boucher). Selectman Harlow stated that the Board could choose to impose a fine or penalty for the time of operating without a license. Chair Philbrick stated that he doesn't feel the need for a fine, Selectman Lizotte agreed. Selectman Harlow would entertain a motion to close the deliberation. Chair Philbrick stated so moved. Selectman Lizotte seconded. Vote taken; vote passed. 3 in favor (Harlow, Lizotte, Philbrick) 2 not present (Walsworth, Boucher). Selectman Harlow asked if the Public or Board has any questions, the answer is no. **Selectman Harlow would entertain a motion to approve Melissa Warren DBA Natural High until 8/23/23 with no conditions. Chair Philbrick so moved. Selectman Lizotte seconded. Vote taken; vote passed. 3 in favor (Harlow, Lizotte, Philbrick) 2 not present (Walsworth, Boucher).** Selectman Harlow motioned to end the Public Hearing. Seconded by Chair Philbrick. Vote taken; vote passed. 3 in favor (Harlow, Lizotte, Philbrick) 2 not present (Walsworth, Boucher).

6:20 Vice Chair Walsworth returned to the meeting.

Public Participation – Ricky Pelletier asking about ditching at the transfer station. He would be willing to do work if the town has any funds. The drainage from the roadway is making it very difficult to mow. He would be willing to volunteer his labor. Vice Chair Walsworth will speak with the Road Commissioner as this is his domain.

6:30 Chief Flynn updated the Board and Public about false information on social media. The Chief also updated the Board that May was the busiest month they have had. Vice Chair Walsworth would like to meet in order to get a priority list for Station 1 repairs. Vice Chair Walsworth also would like the Fire Department to put together a monthly summary of calls to be posted on the town website and town Facebook page.

6:40 Unfinished business – Selectwoman Boucher arrived at 6:42 – the entire list was reviewed and updated.

6:50 Selectman Lizotte thanked Selectman Harlow for the work that he has done on the Marijuana Ordinances and cleaning up the mess. Paul seconded. Selectman Harlow discussed the AED donation by a private individual. Selectman Harlow discussed the removal of a tent from Gully Oven. There was discussion as to what to do with it and the conclusion was that the tent will be kept at the Highway Dept. in case anyone comes to claim it. It will be there until 6/6/23. Selectman Harlow discussed he and Chair Philbrick attended the New Bridge meeting with the Milton Selectboard, the State of ME and NH. The States are moving forward with the planning. There will be another meeting which will include the public later in the summer or early fall. Selectman Harlow discussed the need for a new insurance broker as our current broker is not providing customer service. Selectman Harlow discussed what they should be doing and aren't and that we need insurance in place by 7-1-2023. **Vice Chair Walsworth motioned to change Insurance Broker from HUB to EPIC, Chris Merullo and authorize Paul Philbrick to sign necessary documents. Selectwoman Boucher seconded. Vote taken; vote carried.**

Vice Chair Walsworth advised that any information regarding the New Fire Station and/or the Charter Commission can be found on the Town website or the Town FB Page. Chair Philbrick stated that the Board had interviewed a candidate for the Code Enforcement Officer and would like to extend an offer letter. **Chair Philbrick motioned to extend offer letter to applicant P-0523-2 for the Code Officer Position as posted in April 2023. Selectman Harlow seconded. Vote taken 4 in favor (Philbrick, Boucher, Harlow, Lizotte) and 1 abstained as he wasn't present at interview (Walsworth). Motion passed.**

Chair Philbrick discussed a request from the Planning Board regarding a letter from Partners Bank – Chair Philbrick read the letter regarding Shapleigh Road/Dixon Road. Discussion of lowering the letter of credit. The Board discussed this and they are not comfortable due to issues that have not been addressed by the contractor. The Board will need to discuss some of this in executive session. Chair Philbrick wanted to clarify the information that Chief was referring to. Chair Philbrick read the original motion that was for the RFP for Fire. This was a Board action. There is a need for an executive session with Bernstein Shure attorneys – Chair Philbrick will have to find a date that works. Chair Philbrick address the Public Participation portion of the agenda is not working out. There has been difficulty in maintaining the policy not to address the issues at the time of public participation. Vice Chair Walsworth asked if they could discuss the Health Insurance. Chair Philbrick stated not at this time.

8:10 Minutes Reviewed –

Vice Chair Walsworth motioned to accept the Minutes of 5-11-2023 as presented. Selectman Harlow seconded. Vote taken (3 in favor Lizotte, Walsworth, Harlow) 2 abstained as they were not present (Philbrick, Boucher) vote carried.

Vice Chair Walsworth motioned to accept the Minutes of 5-18-2023 as presented. Selectman Harlow seconded. Vote taken, (4 in favor Walsworth, Philbrick, Boucher, Harlow) (1 abstained as he wasn't present Lizotte) vote carried.

Chair Philbrick motioned to accept the Minutes of 5-19-2023 as presented. Selectman Harlow seconded. Vote taken (3 in favor Philbrick, Boucher, Harlow) (2 abstained Walsworth, Lizotte as not present). Vote carried.

Chair Philbrick motioned to accept the Minutes of 5-30-2023 as presented. Selectman Harlow seconded. Vote taken, (3 in favor Harlow, Boucher, Philbrick) (2 abstained as they were not present Lizotte, Walsworth. Vote carried.

Paperwork - Appointment Papers for Election Clerks from 6/1/2023 thru 6/30/2024. The following were appointed:

Ellen Lee  
Lynne Davis  
Corinna Cole  
Roxanne Bumford

Chair Philbrick discussed a request for a foreclosed property and the owner would like to redeem the property. The total due is \$3,081.18 and \$921.00 for a total of \$4002.18 for R5-69E. The board all agrees to let them redeem the property.

Vice Chair Walsworth stated that he read some information on Tax Clubs. The municipality must get approval annually.

8:26 Public Participation -Deborah Wilson stated that there is an anonymous donor that donated the \$2100.00 for the AED. **Selectman Harlow motioned to accept the gift of \$2100.00 for AED. Selectman Lizotte seconded. Vote taken; vote carried.** Art Show at the Legion on June 10 – Encourage young people between kindergarten and 16 years of age to enter – Deborah has all of the entry information.

8:35 PM – Chair Philbrick motioned to enter into Executive Session for Personnel Matters Pursuant to 1 MRSA 405 (6)(A). Seconded by Vice Chair Walsworth. Motion passed 5-0-0.

9:04 PM – Chair Philbrick motioned to exit Executive Session. Seconded by Selectman Lizotte. Motion passed 5-0-0.

9:05 PM – Chair Philbrick motioned to adjourn the meeting. Seconded by Vice Chair Walsworth. Motion passed 5-0-0.

## CONSENT AGREEMENT

This Consent Agreement (the "Agreement") is made as of the 1<sup>st</sup> day of June, 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 Melissa J. Warren, d/b/a Natural High LLC ("Warren"), on the other hand (collectively, the "Parties").

### RECITALS

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

WHEREAS, Warren is a registered caregiver for medical marijuana under State law, and has operated a medical marijuana business establishment in the Town of Lebanon with Town knowledge as of January 1, 2020; and

WHEREAS, Warren, an individual operating an existing resident medical marijuana business that was "grandfathered" in Town, filed an application with the Town on August 23, 2021 for a license for a Registered Caregiver Retail Store located on a certain parcel of real property at 1498 Carl Broggi Highway, Lebanon, Maine, 04027, which parcel is owned by MOS Dylan LLC, Fred Cotreau, is identified on Tax MapU04, Lot 1, and is described in a deed dated 4/25/2018, recorded in the York County Registry of Deeds in Book 17700, Page 450 (the "Property"); and

WHEREAS, at the time she submitted her application, Warren also paid the Town the required non-refundable deposit of 10% of the initial license fee, or \$1,910.00, as required under the LMMBO (revised as of August 3, 2021);

WHEREAS, as a result of filing her application and paying her deposit on August 23, 2021, Warren became eligible as a "grandfathered" business to obtain a license for a Registered Caregiver Retail Store through the process described in the LMMBO; and

WHEREAS, since August 23, 2021, Warren has been operating a medical marijuana business on the Property without interruption; however, due to her misunderstanding of the Town's implementation of its licensing program for grandfathered businesses and her related confusion over the impact of litigation against the Town on licensing fees, Warren has to date neither fully completed the licensing process under the LLMBO nor paid additional licensing fees to the Town; and

WHEREAS, Warren is prepared immediately to come into full compliance with the LMMBO licensing process and pay any outstanding licensing fees due as well as a reasonable fine imposed by the Town; and

WHEREAS, the Town acknowledges that certain ambiguities may have arisen in interpretation of the LMMBO at the time the licensing process was initially implemented;

however, those ambiguities have been and will be addressed through subsequent amendments to the LMMBO, including the proposed ordinance amendments that will be presented to the voters for approval on June 13, 2023; and

WHEREAS, in light of the foregoing, the Parties now wish to resolve any misunderstandings and/or disputes between them regarding the licensing authorization process, including licensing fees due, 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. **Payment of Licensing Fees, License Approved.** Following a public hearing before the Town's Select Board and the Select Board's approval of a license for Warren to operate a Registered Caregiver Retail Store, Warren shall pay the Town the balance of the initial licensing fee of \$19,100 owed (\$17,190) plus the renewal fee of \$11,500, for a total of **\$28,690.00**. No additional licensing fees shall be due on this license until August 23, 2023.

2. **Fine/Penalty.** At the same time Warren makes the payments to the Town in Paragraph 1 above, Warren shall pay the Town a non-refundable fine of \$   ~~0~~  .

3. **Impact of Upcoming Ordinance Amendments, Partial Refund.** If the proposed amendments to the LMMBO are approved by the voters on June 13, 2023, then the Town shall refund Warren a portion of the \$28,690.00 paid in Paragraph 1 above, within ten (10) business days, to account for the lowered initial and renewal licensing fees contained in the LMMBO (as revised June 13, 2023). The refund shall be in the amount of **\$12,600.00**. No refund is due to Warren under this Paragraph in the event the ordinance amendments are not approved by the voters.

4. **Mutual Release.** This Agreement mutually releases the Parties for all lawsuits, claims, and causes of action that were made, or could have been made, related to the matters addressed by this Agreement, 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.

5. **Enforcement of Agreement.** In the event either Warren or the Town breaches this Agreement, 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.

6. **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.

7. **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.

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

9. **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. Warren 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 the Town of Lebanon**

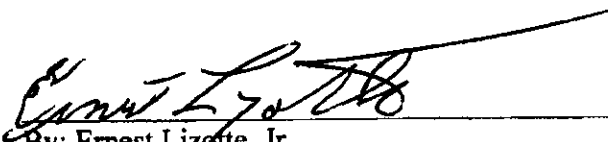
Dated: 6/1, 2023

  
By: Paul Philbrick  
Its: Select Board Chair

Dated: 6/1, 2023

  
By: Richard Harlow III  
Its: Select Board Member

Dated: 6/1, 2023

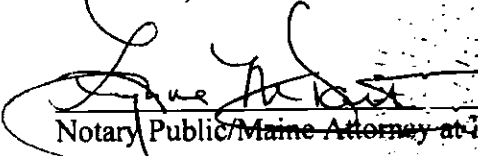
  
By: Ernest Lizotte, Jr.  
Its: Select Board Member

STATE OF MAINE  
COUNTY OF YORK, ss.

June 1, 2023

Then personally appeared the above-named Paul Philbrick, Chair of the Select Board, and Select Board members 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

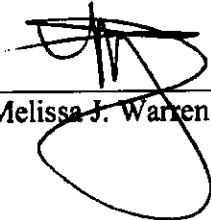
Lyne M Davis  
Print name

My commission expires 01-18-2026

IN WITNESS WHEREOF, Melissa J. Warren, d/b/a Natural High LLC, has caused this Agreement to be executed by Melissa J. Warren, in her individual capacity.

**For Melissa J. Warren**

Dated: 6/1/, 2023

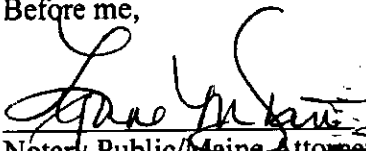
  
\_\_\_\_\_  
Melissa J. Warren

STATE OF MAINE  
COUNTY OF YORK, ss.

June 1, 2023

Then personally appeared the above-named Melissa Warren, in her individual capacity and as the Sole Member of Natural High LLC and acknowledged the foregoing instrument to be her free act deed in her aforesaid capacities.

Before me,

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

Lynne M Davis  
Print name

My commission expires 01-18-2026 .