



**Town of Damariscotta, Maine**  
**Select Board Meeting**  
**Wednesday May 1, 2024**  
**Town Office, 21 School St**

5:30 PM

*Join Virtually*

Meeting: <https://us02web.zoom.us/j/83072624998> | Meeting ID: 830 7262 4998

**AGENDA**

- I. Pledge of Allegiance**
  
- II. Call Select Board Meeting to Order**
  - 1. Minutes**
    - i. April 3, 2024 and April 17, 2024 Select Board Minutes
  
  - 2. Financial Reports**
    - i. Payroll Warrants # \_\_\_\_\_
    - ii. Accounts Payable Warrants # \_\_\_\_\_
  
  - 3. Citizen Comments and General Correspondence**
  
  - 4. Town Manager's Report**
  
  - 5. Official Action Items**
    - i. Approve FY 25 Damariscotta Secondary Education Warrant
    - ii. Damariscotta Police Benevolent Association CBA
    - iii. Animal Control Services Contract
  
  - 6. Select Board's Discussion Items**
  
  - 7. Executive Session Pursuant to 1 MRSA 405(6)(E): Consultation with Legal Counsel**
  
  - 8. Adjournment**



**Town of Damariscotta, Maine**  
**Board of Assessors / Select Board Meeting**  
**April 3, 2024**  
**Town Office, 21 School St**  
**5:30 PM**

*Join Virtually*

Meeting: <https://us02web.zoom.us/j/83072624998> | Meeting ID: 830 7262  
4998

**Minutes**

**Select Board Members:** Daryl Fraser, Chairperson; Tom Anderson; Andrea Keushguerian; Dan Hunter; Josh Pinkham

**Members Absent:**

**Staff Present:** Andrew Dorr , Town Manager; Lynda Letteney, Recording Secretary

**Others Present:** Lisete Griffin; Valerie Seibel, Historical Society; Matthew Graff, Skidompha Librarian; Joan, New Hope for Women; Hailey Bisson, Hearty Roots; Shawn, Senior Spectrum; Mr. Ryan Fraser, Shellfish Committee and GSB RSU Committee; Elizabeth Waltztoni, *Lincoln County News*; Haven Simmons, *LCTV*

**I. Pledge of Allegiance**

Meeting was called to order by **Chairperson Fraser at 5:30 p.m.**

**II. Public Hearing**

**1. Provider Agencies FY 25 Annual Budget Requests**

a. The first presenter was **Valerie Siebel**, representing the **Historical Society**. Request for \$ 5,000. This is to be used for regular programming and landscaping of new headquarters. An accessibility ramp is to be included as part of the landscape. There will be an historical garden with a bench on Chapman Street. Calvin Dodge did presentations this past year and they were broadcasted through LCTV. These will be archived and able to be viewed via the new computer. Edmund Ware Smith also did presentations at Lakehurst which will be available. Miller School in Waldoboro had a field trip to the historical society's new facility. The new computer will be archiving artifacts and presentations on an ongoing basis with public availability. Ms. Siebel said they constantly struggle with getting volunteer help. They are adding recreational activities such as cribbage twice a month. Mobius rents the woodshop which helps defray costs. Tom Anderson commented on how electronic versions of Calvin Dodge's talks would be invaluable for the historical society.

b. **Joan XXX**, representing **New Hope Midcoast**, said that they have been in existence since 1981. They have someone available 24/7 for emergencies. Services include accompanying a victim to the hospital, child protective services, emergency shelter as well as long-term housing. They do school and community outreach. They are requesting \$1589. IN Lincoln County alone from 10/1/22-9/30/23 (their fiscal year) they assisted 271 clients and provided 717 "bed nights". The need has grown, partly due to Covid and being with the abuser all the time. They have logged in over 7500 volunteer hours.

c. **Matthew Graff**, representing **Skidompha Library**, outlined many of the services and programs the library offers. Over 900 people joined the summer reading program. They offer 230 programs with over 2000 people participating. Over 600 people signed up as part of the museum program. Hoopla is an ebook service from which over 12,000 books were used. They offer tax help, and they have eclipse glasses for anyone needing some. The teen presence is increasing, having up to 30 at a time. It has been going so well that the need for their "own space" is apparent. Citizens can register ahead of time for

technical assistance for 25 minutes on Saturdays. They also run an “escape room” which introduces users to how the library works. Also offered is music appreciation, book clubs, poetry club, meditation, and art projects. The library is “ever evolving”; Covid pointed out the need to bring people together. They have over 59,000 resources.

d. **Hailey Bisson**, representing **Hearty Roots**, an outdoor experiential program for at risk youth, is requesting **\$5,000**. This program is primarily funded by grants to address mental health, emotional intelligence, and foster connections. Given that studies have shown Maine to be the highest in the nation for mental health issues, the program uses a holistic approach, introducing 1:1 mentoring through skiing, canoeing, trail walking and other therapeutic adventures. Last year they served 330 kids, 100% from Lincoln County. **Tom Anderson** asked how the kids come to the program? **Ms. Bisson** said primarily “word of mouth”, school referrals, doctors and families themselves. **Dan Hunter** asked if she could elaborate on why Maine is the highest in the nation. Ms. Bisson said there were a number of factors that have been identified: transportation-public transportation is non-existent in many areas; rural nature of living; seasonal affective disorder; a very wide socioeconomic range; social programming on their phones - too much, too early

e. **Shawn XXX** from **Senior Spectrum** highlighted some of the services provided through his organization. Meals-on-Wheels is a statewide service through regional offices. Lincoln County’s meals are prepared in Hallowell and distributed locally. They also help with benefits (VA, Social Security, etc.), AARP tax help, caretaker help, etc. There are 81 full-time employees and 340 volunteers statewide; we have 8 drivers in Lincoln County for meals-on-wheels. Through Health for ME, they conduct healthy living classes (and are always looking for instructors). Request is for **\$5061.00**

**LCTV and Healthy Kids** did not make presentations.

### III. Call Board of Assessors’ Meeting to Order

#### 1. Official Action Items

##### i. Abatement Request - James and Ginger Kutch

Ref# 2024-15, account 125RE, for \$62.60 blind exemption received but not recorded in Trio

**Motion: To approve the about cited abatementment**

**Maker: Pinkham**

**Second: Anderson**

**Vote: 5-0-0**

##### ii. Lincoln County Assessment: Assessors’ Return

County Commissioner’s assessment of \$13,478,701, proportionately assessed to the Town of Damariscotta in the amount of **\$630,896**.

**Motion: To accept the County’s assessment for Damariscotta at \$630.896**

**Maker: Fraser**

**Second: Pinkham**

**Vote: 5-0-0**

**Dan Hunter** asked if Andy had the percentage of increase that this number represented. Andy did not but said previous year’s was a little over \$552,000.

#### 2. Adjournment

**On motion (Pinkham/Fraser) to adjourn the Board of Assessors meeting**

**Vote: 5-0-0**

### IV. Call Select Board Meeting to Order

#### 1. Minutes

**i. March 20, 2024 Select Board Minutes**

**Motion: To accept the minutes of March 20, 2024, as presented**

**Maker: Pinkham**

**Second: Anderson**

**Vote: 4-0-1 (Hunter abstaining)**

**Tom Anderson** suggested that in the future Board members' names be more formal by using names.

**2. Financial Reports**

**i. Payroll Warrants # \_\_47\_\_**

**Motion: To accept payroll warrant #47**

**Maker: Pinkham**

**Second: Anderson**

**Vote: 5-0-0**

**ii. Accounts Payable Warrants # \_49\_\_**

**Motion: To accept Accounts Payable Warrant #49 with the removal of Hagar Enterprises for \$23,161.**

**Maker: Pinkham**

**Second: Anderson**

**Vote: 5-0-0**

**3. Citizen Comments and General Correspondence**

**i. Shellfish Conservation Study – Shellfish Committee**

**Mr. Ryan Fraser** gave information to the Board regarding a small seed clam project involving 3 boxes. With a total of about 2000 seed clams, to see if they live and in what conditions. This project was done several years ago as a comparison, Tom Anderson said that the previous study was about predator protection. Marine Resources is doing something similar at the Darling Center. **Mr. Ryan Frase** said part of the study will help determine if “it’s worth it.” They have allocated up to \$500 from shellfish funds and will have the help of the army Corps of Engineers. Placement is sited for lower Dodge Cove. Each box is bisected and is 2.5 ft. by 5ft. He is looking for a dispersal of funds.

**Motion: To spend up to \$500 to study the effects of protected and unprotected seed clams**Reply: .

**Maker: Anderson**

**Second: Pinkham**

**Vote: 5-0-0**

**ii. Mr. Ryan Fraser** continued as a representative of AOS 93/RSU consolidation efforts. His purpose as Reply: No, Nobleboro and Jefferson want to stay an AOS. The Board is to bring them up-to-date on the Great Salt Bay reorganization efforts since the last meeting. Currently GSB is targeting forming an RSU for 2025.? Some feel the AOS is not doing what it was supposed to do. GSB feels it is better served with an RSU structure, providing its own superintendent and full-time Special Ed director. They want to focus inwardly. **Josh Pinkham** asked how we got to an RSU format. Does it need buy-in from all towns? Reply: No, Nobleboro, Bristol and South Bristol, and Jefferson wants to stay an AOS. Damariscotta, Bremen and Newcastle would be part of the RSU. Members of the ESC purchase services for what they need from the ESC. An ESC structure allows for both AOS and RSU organizational structures but centralizes finance, technolog, and transportation. This would allow for decreased expenses. GSB would become an RSU with weighted voting from the three towns. Part of the push for

this is that no one wants the superintendency as it is currently structured. **Tom Anderson** commented that this seems to be an economic benefit. **Daryl Fraser** recapped saying that with GSB becoming an RSU with the ability to purchase business and tech services from an ESC seems reasonable. The ESC is in essence an ala carte menu of services. Districts are then paying for what they use. The business office stays with the ESC. Daniel Hunter asked what happens if the ESC doesn't have enough use? **Mr. Ryan Fraser** wasn't sure, but did state that the State wants some sort of consolidation. **Daryl Fraser** asked if there was any concern about the ESC not having enough money to provide everyone with their needs. How do rates increase? He said he could see how oil prices could be a group pricing with every school in on that. **Josh Pinkham** asked about the need for new software if some towns don't come in.

**Dan Hunter** posed an argument against consolidation. What happens if not enough join? Isn't it easier to keep a plan as it is? **Mr. Ryan Fraser** said it was easier but not very efficient. Administration across all the towns is tough, asking one superintendent to cover every school board meeting for example. Also the current system makes long-range budget planning almost impossible. **Andy Dorr** said GSB has been able to review the proposed budgets for three towns. Collective bargaining is already in place. Generally the budget would increase for the change year, and then should see a reduction. **Josh Pinkham** said he needed actual numbers to present to the public. **Andy** conferred. **Josh** asked if there would be an ESC committee and/or an RSU committee. He suggested reaching out to get names of people on the committees. **Mr. Ryan Fraser** said the committee is already formed and consists of all school boards. For clarification, **Daryl Fraser** said as he understands this, it is a joint venture with an RSU and an ESC, or an AOS with an ESC. Both can exist from the old AOS 93. **Andrea Keushguerian** said with ala carte services provided through the ESC. **Josh Pinkham** said he still needs to see accurate numbers. Also does the ESC have a separate Board? **Mr. Ryan Fraser** answered in the affirmative stating that it is in the charter document. **Josh Pinkham** was adamant that a draft of the structure of the ESC and a model of an RSU/ESC functioning in Maine would be helpful. Again, he wants actual projected numbers.

**Tom Anderson** said he felt they would be opening Pandora's Box if they put this on the warrant without more detail and numbers. **Tom** also asked about "push back" from other towns. **Mr. Fraser** said there has been none of which he is aware.

#### **4. Town Manager's Report**

##### **a. Draft Annual Town Meeting Warrant1. Admin Updates**

###### **1. Town Meeting – thoughts and ideas for attracting more people to attend?**

###### **ii. Saturday, June 15 Town Meeting – Opt 1**

- 1. Comp Plan presentation**
- 2. Provider agency tables**
- 3. Spirit of America Award**
- 4. Childcare?**

###### **ii. Saturday, June 15 Town Meeting – Opt 2: time is getting short to add these extras.**

- 1. Same as Opt 1**
- 2. Addition of food/lunch following town meeting**
- 3. Addition of outdoor games/activities**

###### **iii. Other ideas or interests from the board?**

**b. We are not planning to close on April 8th for the solar eclipse, though we may step outside briefly that afternoon to see the partial eclipse. Some offices are closing for the day.**

##### **2. Planning Department**

### 3. Public Works Update

- a. The trailer is scheduled to be back in service on Tuesday, which will allow us to work on getting floats here.
- b. The Wacker Neuson is scheduled to be back in service Wednesday, just before the storm. We are also working to get a compact tractor on demo, just in case we have issues.
- c. There is a storm forecast to arrive last Wednesday and will linger into Friday. This may surely delay some of our effort to launch floats, but the tides should be favorable most of next week. **Tom Anderson** asked if this last storm was still under the 2023-24 contract?
- d. Once we are clear of launching the floats, we can begin to work in street cleaning and other spring tasks.
- e. Parts of the paint machine are being tracked down and we may need to consider rolling the paint out in the short-term for a hold over until a company can come in and complete the job.

### 4. Board Packet Context

- a. **Provider Agencies** have been invited for a Public Hearing regarding their FY 25 Budget Request. This is not mandatory to be placed on the warrant, but encouraged in the Board's policy. This provides the public an opportunity to ask any questions they may have of the groups requesting funding.
- b. **Firefighter Check** – this is on the warrant again as a re-issue. There is a note on the check for reference. These were previously carry-forward funds and the board can carry-forward again for that purpose.
- c. **Shellfish Conservation Study** – Ryan Fraser wanted to share with the board a research project the Shellfish Committee is pursuing relating to predators of the soft-shell clam.
- d. **Great Salt Bay Community School Reorganization Plan** – Someone from the school should be in attendance to share more about this plan as it is something that will require a town vote. This is following up on weeks' worth of planning following the lack of support to change the AOS 93 to and RSU.
- e. **TIF Resolution** – we are verifying whether the board needs to approve a resolution where this is an amendment and the special town meeting vote has already approved the changes. If so, we will provide that on Wednesday.
- f. **Draft Annual Town Meeting Warrant** – for your review. Please let me know if there are any numbers or a particular way you'd like me to share impacts for the meeting.
- g. **Grant opportunity** for LDS funding-federal monies available 10/2025 For example Church Street is still two years out. We applied last year but were not selected.
- H. Climate resiliency-State level grant with federal monies. This would provide technical assistance to hold back rivers including relocation. What would it look like? This is not a preferred solution but it is aplomb. Grant due 4/10/2024. Andy said stopping the water is going to cost a lot of money. JOsh Pinkham said the temporary wall is not ready yet. Both Daryl Fraser and Andrea Keushgeurian said that it needs to be looked at again in light of this year's flooding. This is a targeted option in the comprehensive Plan.

i. **Active transportation** - This is also a targeted area in the Comprehensive Plan. It is most likely to be two years before funding even becomes available.

#### 5. Meetings/Events

- **April 3, 5:30 @ Town Office – Public Hearing – Provider Agency Budget Requests and Select Board Meeting**
- **April 4, 10 AM, virtual – Cemetery Trustees Meeting**
- **April 15 – Town Offices Closed – Patriots Day**
- **April 16 – Nomination Papers Filing Deadline (Select Board, School Board, GSB Sanitary District Board)**
- **April 17, 5:30 @ Town Office – Select Board Meeting**

ii. **Annual Town Meeting – Ideas to bring in more people**

iv. **Great Salt Bay Community School Reorganization Plan**

#### 5. Official Action Items

##### i. Proposed RSU Formation Order

**Motion:** to approve the school administrative reorganization plan prepared by the Great Salt Bay Reorganization Planning Committee to reorganize the Great Salt Bay Community School District, the Town of Bremen Municipal School Unit, the Town of Damariscotta Municipal School Unit and the Town of Newcastle Municipal School Unit into a regional school unit, with an effective date of July 1, 2025.

**Maker:** Fraser

**Second:** Anderson

**Vote:** 0-5-5

##### ii. TIF Resolution (tentative)

**Motion:** To pass the TIF expansion area to accompany the grant application; the area has met all the requirements.

**Maker:** Hunter

**Second:** Anderson

**Vote:** 5-0-0

##### iii. Article 11 - General Government warrant

**Motion:** to accept the Budget Committee's recommendation of \$1,113,295.90

**Maker:** Anderson

**Second:** Hunter

**Vote:** 4-0-1 (Pinkham abstaining)

**#6-1 Josh Pinkham** asked about attendance at the Town meeting. Article 10 - is it secret ballot or is it at the end when a lot of people have left? It is already on the warrant- does it need to be such that discussion can take place?

Regarding interest, Article 45, rate is set by the State.

Article # 48- there is a State limit on the minimum.

Regarding selling tax acquired property - a new article is coming.

**6-2. Annual Meeting** - Should it be Wednesday night or Saturday midmorning. If Saturday-?food and/or childcare. What are the venue options? First draft of updated Comprehensive

Plan due midMay. Should the Historical Society and Library make presentations on services now available? Discussion to continue next meeting.

**6. Select Board's Discussion Items**

**Postponed until next meeting due to lateness of meeting and an Executive Session still to be held.**

**7. Executive Session Pursuant to 1 MRSA 405(6)(D): Discussion of labor contracts proposed CBA of the Damariscotta Police Benevolent Association. (started at 7:30 p.m.)**

**8. Adjournment**

We, the undersigned, do hereby approve as written, or with corrections as noted, the minutes of the above-designated Select Board meeting on

\_\_\_\_\_  
Daryl Fraser, Chairperson

\_\_\_\_\_  
Tom Anderson

\_\_\_\_\_  
Dan Hunter

\_\_\_\_\_  
Andrea Keushguerian

\_\_\_\_\_  
Josh Pinkham

Minutes of the April 3, 2024, meeting signed this date \_\_\_\_\_





**Town of Damariscotta, Maine**  
**Board of Assessors / Select Board Meeting**  
**April 17, 2024**  
**Town Office, 21 School St**  
**5:30 PM**

*Join Virtually*

Meeting: <https://us02web.zoom.us/j/83072624998> | Meeting ID: 830 7262  
4998

**Minutes**

**Select Board Members:** Daryl Fraser, Chairperson; Tom Anderson; Andrea Keushguerian; Dan Hunter; Josh Pinkham

**Members Absent:** Daryl Fraser

**Staff Present:** Andrew Dorr , Town Manager; Lynda Letteney, Recording Secretary

**Others Present:** Warren Busteded, Florin Ungureanu, Lynsey Johnston (AOS 93 Superintendent), Lisette Griffin Haven Simmons (LCTV)

**I. Pledge of Allegiance**

Meeting was called to order by **First Vice Chairperson Pinkham at 5:30 p.m.**

**II. Call Select Board Meeting to Order**

**III. Minutes: April 3, 2024 Select Board Minutes**

Motion: To table the April 3rd minutes

**IV. Citizen Comments and General Correspondence**

**A. GSB Restructuring Plan and ESC Model**

Superintendent Johnston provided an overview of the proposed changes to the administrative structure. Looking for ways to improve efficiencies within the AOS 93 structure and meet the needs of all school districts. Great Salt Bay Community School District is served by 4 boards and would seek to create a Pre-K to 12 GSB Regional School Unit. There will be no operational changes as it will only seek to move from four units into one. A vote of the school board members that comprise the Great Salt Bay Community School District have voted to move the changes to their respective towns for a vote at their Annual Town Meetings.

Currently, the AOS serves as the Administrative (Superintendent and Business) Office for the seven towns and cannot be a fiscal agent. There is an effort to create an Educational Service Center to meet the needs of the schools served by AOS 93 which can provide the services to member schools and will be eligible to be a fiscal agent. Operational functions like Business Office, Adult Ed, Nutrition, and IT would be services that schools have an option to purchase where the AOS will continue to provide the Superintendent and Special Education services.

GSB CSD/RSU should consider a P/T Superintendent and a F/T Special Ed Director to meet the school's needs. There would still be a role for the ESC and a projected budget shows a near cost neutral solution, \$10,000 savings. The draft agreements presented to the board are just that and will/are going through changes. The ESC agreements must

be approved by each individual school board. The RSU formation must be approved by the voters. The goal is to create a system that shares operational costs where we can but allows each school to have the attention, focus, and their needs met better than what is being seen now.

- B. LOS for CRCT Trees Grant - Coastal Rivers Conservation Trust is applying for a grant to plant and celebrate trees and is hoping for a LOS from the town. There is no real obligation of the town if they are awarded the grant, though the Town may consider assisting if resources allow.
- C. Newcastle is embarking on a Village Partnership Initiative with Maine DOT to design alternatives/improvements to the Academy Hill/Mills Rd intersection as well as the River Rd/Rt 1B intersection. They are holding a public meeting on May 1. A Dorr will reach out to see if there is another way the board can participate.
- D. MDOT provided a letter informing Bristol Rd will be receiving LCP improvements this summer. The plan, at this time, is to shim the road south of Westview Rd and then a full LCP application from the light at Main St to the town line. Additional improvements to the road base or built shoulders would likely require a partnership with the state given its status as a state-aid road.
- E. MDOT is conducting survey work along Rt 1B, from Bristol Rd intersection headed north to Rt 1. This is just a very preliminary effort and there are no set plans yet to share.
  - 1. MDOT Roundabout is on track to advertise in early 2025 with construction starting as early as April 2025.

#### **V. Town Manager's Report**

- A. The US Senate had opened the CDS process for FY 25. Dorr is working on an application for the Church St/Hodgdon St/CRCT trail project, just as was submitted this past fall to USDOT for the Reconnecting Communities and Neighborhoods grant program. As of today, there is feedback from staff and MDOT that the project would qualify for a Highway Improvement Project. Dorr is working to submit the applications to both Senators by their deadlines next week.
- B. Boat floats have been launched.
- C. Street sweeping has begun. As that is finished we will be able to place other seasonal items like benches.
- D. Paint machine is being repaired so we can improve crosswalks prior to the contractor work.

#### **VI. Official Action Items**

- A. Liquor License Renewal: Bred in the Bone  
Motion by T Anderson to approve the renewal. Second by A Keushguerian.  
Vote 4/0/0
- B. Approve Annual Town Meeting Warrant  
Updates from the previous draft included budget committee members and Article 37. The school is available for use on Saturday, June 15th. In addition to the annual meeting, there will also be a presentation of the comprehensive plan and the Spirit of America award.  
Motion by J Pinkham to approve the annual town meeting warrant. Second by T Anderson.  
Vote 4/0/0
- C. Quit Claim Deed Shawn T and April V Feltis

Motion by J Pinkham to issue a Municipal Quit Claim Deed subject to payment of FY 24 taxes. Second by A Keushguerian.

Vote 4/0/0

D. Appointment of Election Clerks

Motion by A Keushguerian to approve the list of Election Clerks as presented. Second by T Anderson.

Vote 3/0/1

**VII. Executive Session Pursuant to 1 MRSA 405(6)(E): Consultation with Legal Counsel.**

Motion by J Pinkham to enter executive session at 6:35. Second by A Keushguerian.

Vote 4/0/0

Motion by J Pinkham to exit executive session. Second by A Keushguerian.

Vote 4/0/0

Motion by D Hunter to approve the settlement agreement between the Town and HEI as presented. Second by A Keushguerian.

Vote 3/1/0

**VIII. Financial Reports**

**A. Payroll Warrants # 50**

Motion by J Pinkham to accept payroll warrant #50. Second by T Anderson.

Vote: 4-0-0

**B. Accounts Payable Warrants # 51**

Motion by A Keushguerian to accept AP Warrant 51. Second by D Hunter.

Vote: 3-1-0

**IX. Select Board's Discussion Items**

**X. Adjournment**

Minutes of the April 17, 2024 meeting.



Andrew Dorr, Town Manager



**Town of Damariscotta**  
21 School Street  
Damariscotta, Maine 04543  
(P) 207-563-5168 (F) 207-563-6862

**Andrew Dorr**  
Town Manager

## Town Manager's Report

April 29, 2024

### 1. Admin Updates

- a. Sen Collins' and Sen King's FY 25 CDS requests have been submitted. Rep Pingree's office released notice on Thursday that applications for CPF funds would be due Tuesday, April 30.

### 2. Public Works Update

- a. The paint machine/sprayer has been repaired and will be used to re-stripe crosswalks, scheduled for later this week.
- b. Roadside cleanup efforts continue from the last big storm that brought trees down.

### 3. Police Department

- a. As shared in an email, Sgt Halpin has resigned his position as he has taken a job to be a Police Chief in another town. This is a significant loss for our department as he has been here for ten years and conducted himself with a community-first approach that will be missed. Chief is working to post the job opening ASAP.

### 4. Meetings/Events

- May 2, 10:00 AM Virtual Meeting - Cemetery Trustees
- May 6, 6:00 @ Town Office - Planning Board Meeting
- May 15, 5:30 @ Town Office - Select Board Meeting
- May 15, 6:30 @ GSB Community School -GSBCSD Annual Budget and Damariscotta Secondary Education Budget Vote
- May 20, 5:00 @ Town Office - Historic Preservation Review Commission

**TOWN OF DAMARISCOTTA  
WARRANT FOR TOWN MEETING  
SECONDARY EDUCATION & ADULT EDUCATION  
FISCAL YEAR 2025  
FOR PERIOD JULY 1, 2024 TO JUNE 30, 2025**

LINCOLN, SS

STATE OF MAINE

TO: JASON WARLICK, a Constable for the Town of Damariscotta in the County of Lincoln.

GREETINGS:

In the name of the State of Maine, you are hereby required to notify and warn the voters of the Town of Damariscotta, in said County qualified by law to vote in Town Affairs, to assemble at the Great Salt Bay School, located at 559 Main Street, in said Town, on Wednesday, the 15<sup>th</sup> day of May, 2024 A.D. at 7:00 P.M., then and there to act on Articles 1 through 16.

**ARTICLE 1** To choose a Moderator to preside at said meeting.

**ARTICLE 2** To see what sum the Town will be authorized to expend for Regular Instruction.

School Committee Recommends	\$1,384,737.00
Selectmen Recommend	\$1,384,737.00

**ARTICLE 3** To see what sum the Town will be authorized to expend for Special Education.

School Committee Recommends	\$197,954.28
Selectmen Recommend	\$197,954.28

**ARTICLE 4** To see what sum the Town will be authorized to expend for Career and Technical Education.

School Committee Recommends	\$200.00
Selectmen Recommend	\$200.00

**ARTICLE 5** To see what sum the Town will be authorized to expend for Other Instruction.

School Committee Recommends	\$0
Selectmen Recommend	\$0

**ARTICLE 6** To see what sum the Town will be authorized to expend for Student and Staff Support.

School Committee Recommends	\$15,389.43
Selectmen Recommend	\$15,389.43

**ARTICLE 7** To see what sum the Town will be authorized to expend for System Administration.

School Committee Recommends	\$53,908.29
Selectmen Recommend	\$53,908.29

**ARTICLE 8** To see what sum the Town will be authorized to expend for School Administration.

School Committee Recommends	\$0
Selectmen Recommend	\$0

**ARTICLE 9** To see what sum the Town will be authorized to expend for Transportation and Buses.

School Committee Recommends	\$82,500.00
Selectmen Recommend	\$82,500.00

**ARTICLE 10** To see what sum the Town will be authorized to expend for Facilities Maintenance.

School Committee Recommends	\$0
Selectmen Recommend	\$0

**ARTICLE 11** To see what sum the Town will be authorized to expend for Debt Service and Other Commitments.

School Committee Recommends	\$0
Selectmen Recommend	\$0

**ARTICLE 12** To see what sum the Town will be authorized to expend for All Other Expenditures.

School Committee Recommends	\$0
Selectmen Recommend	\$0

**ARTICLE 13 SUMMARIZES THE PROPOSED SCHOOL BUDGET**

**ARTICLE 13** To see what sum the Town will authorize the school committee to expend for the fiscal year beginning July 1, 2024 and ending June 30, 2025 from the Town’s contribution to the total cost of funding public education from grade 9 to grade 12 as described in the Essential Programs and Services Funding Act, non-state-funded school construction projects, additional local funds for school purposes under the Maine Revised Statutes, Title 20-A, section 15690, unexpended balances, tuition receipts, state subsidy and other receipts for the support of schools.

School Committee Recommends	\$1,734,689.00
Selectmen Recommend	\$1,734,689.00

**ARTICLES 14 THROUGH 15 RAISE FUNDS FOR THE PROPOSED SCHOOL BUDGET**

<b><u>School Budget Funding Explanation</u></b>	
Article # 15 Required Local (EPS) Raise Amount	\$ 843,158.22
Article # 16 Additional Local Raise Amount	\$ 399,055.70
Total Local Funds Raised	\$ 1,242,213.92
Fund Beginning Balance	\$ 248,216.23
State Subsidy	\$ 244,258.85
Total School Budget Request	\$ 1,734,689.00

**ARTICLE 14** To see what sum the Town will appropriate for the total cost of funding public education from grade 9 to grade 12 as described in the Essential Programs and Services Funding Act (**School Committee Recommends \$1,087,417.07**) and to see what sum the Town will raise as the Town’s contribution to the total cost of funding public education from grade 9 to grade 12 as described in the Essential Programs and Services Funding Act in accordance with the Maine Revised Statutes, Title 20-A, section 15688.

<b>School Committee Recommends</b>	<b>\$843,158.22</b>
<b>Selectmen Recommends</b>	<b>\$843,158.22</b>

*Explanation: The Town’s contribution to the total cost of funding public education from grade 9 to grade 12 as described in the Essential Programs and Services Funding Act is the amount of money determined by state law to be the minimum amount that a municipality must raise in order to receive the full amount of state dollars. The difference between the “appropriate” amount and the “raise” amount is the amount of state subsidy.*

**ARTICLE 15** Shall the Damariscotta School Committee be authorized to expend such other sums as may be received from federal or state grants or programs or other sources during the fiscal year for education purposes provided that such grants, programs, or other sources do not require the expenditure of other funds not previously appropriated.

Given under our hands at said Damariscotta, Maine this 1st day of May A.D., 2024.

---

---

---

---

---

**Select Board  
Damariscotta, Maine**

**AGREEMENT BETWEEN LINCOLN COUNTY AND  
THE TOWN OF DAMARISCOTTA**

**"ANIMAL CONTROL SERVICES"  
(ACO Contract)**

THIS AGREEMENT effective as of January 1, 2024 by and between the COUNTY OF LINCOLN (hereinafter referred to as "Lincoln County") and the TOWN OF DAMARISCOTTA, a body politic and corporate and having a place of business in the County of Lincoln and State of Maine (hereinafter referred as "the Town").

**WITNESSETH**

**WHEREAS**, the Town is desirous of contracting with Lincoln County for animal control services which are more particularly described herein; and

**WHEREAS**, Lincoln County is willing to provide said animal control services;

**NOW, THEREFORE**, in consideration of the mutual promises by each party to the other and other good and valuable consideration, the receipt of which is hereby acknowledged, the parties covenant and agree as follows:

**1 SERVICES:**

- a) Lincoln County, through the Office of the Sheriff, agrees to provide no less than one primary Animal Control Officer (ACO) to the Town for the enforcement of the Town's animal control ordinance.
- b) The primary ACO shall be the primary responder to animal control concerns within the Town.
- c) Lincoln County, through the Office of the Sheriff, agrees to provide a secondary ACO(s) to the Town for the enforcement of the Town's animal control ordinance, at times when the primary ACO is unavailable.
- d) The primary and/or secondary ACO is expected to accept calls related to his/her duties under this contract, respond accordingly, or may conduct such business by phone when possible.
- e) The ACO(s) duties and authority are limited to those specified in the Town ordinance.
- f) Due to the nature of this type of enforcement, the ACO's work schedule will be flexible and as needed.
- g) Lincoln County will provide supervision of the ACO(s) through the Special Services Division of the Lincoln County Sheriff's Office.



- h) The ACO(s) will be employed by the County of Lincoln, through the Lincoln County Sheriff's Office and subject to the Sheriff's rules, regulations, and Lincoln County's Personnel Policies.
- i) Lincoln County, through the Sheriff's Office, shall provide the Town documentation of hours worked by the ACO(s) on a monthly basis to coincide with billing.

## **2. AUTHORITY**

The Town grants Lincoln County any authority necessary to enforce the Animal Control Ordinance and any other municipal rule, regulation, or ordinance that pertains to animals with in the Town, pursuant to Title 30-A §107 M.R.S.A.

## **3. REPRESENTATION OF COUNTY**

Lincoln County hereby represents and acknowledges that those services described in section 1 of this Agreement would not be provided through any appropriation of the annual Budget of Lincoln County, in the event this Agreement did not exist, and that they are supplementary to any services provided through any such appropriation.

## **4. TERM**

Lincoln County agrees to provide the services specified in this Agreement for a period commencing January 1, 2024 and terminating December 31, 2024 unless this Agreement is earlier terminated as set forth in Section 14 hereof.

## **5. PERSONNEL — SHARED RESOURCES**

- a) The Town and the County recognize that there will be times when the primary ACO is unavailable to accept animal control calls. With those times in mind, Lincoln County agrees to establish a list of on call secondary ACO's, consisting of ACO's from other participating municipalities who will be able to accept animal control calls when the primary ACO is unavailable. The Town agrees that the primary ACO may participate in the on call list to assist other Towns as established by Lincoln County.
- b) The Town agrees that the primary animal control officer assigned to duty in the Town may leave the corporate limits of the Town in order to respond to bona fide emergencies at the specific request of an established law enforcement agency or other ACO. The ACO's so responding shall return to duty in the Town as soon as possible.
- c) Both parties agree to utilize ACO's from other Towns who participate in similar ACO agreements with Lincoln County as secondary on call ACO's for the purpose of this agreement.
- d) The Office of the Sheriff shall provide the Lincoln County Communications Center (LCCC) with an up to date list of primary and secondary ACO's and their respective contact

information. In addition the Sheriff shall provide the LCCC with an up to date schedule of which secondary ACO is on call and available to respond as needed.

## **6. SELECTION OF ACO's**

- a) Lincoln County in consultation with the Town shall make all decisions regarding hiring and firing of the primary and secondary ACO(s), provided, however, that Lincoln County shall replace the Primary ACO only with an individual meeting the qualifications specified in the paragraph below and provided further that Lincoln County shall not terminate the Primary ACO's employment before making provision for his/her replacement. Lincoln County shall allow and invite a representative from the Town to participate in the selection of the Primary ACO. Lincoln County shall provide a list of names and Towns of residence of all ACO(s) providing services under this Agreement, and Lincoln County shall update the list within thirty (30) days of the change of any personnel affected.
- b) The Town agrees that all requests made by the ACO to the Town pertaining to equipment, training, work schedule and other related matters will be referred to the Sheriff's Office for approval. In addition, all ACO's shall meet the State and County training and other requirements for Animal Control Officers.
- c) Lincoln County, through the Sheriff's Office, shall provide the Town with written responses to citizen inquiries and complaints which are directed towards the ACO's when appropriate. Such responses shall be provided by the Sheriff within 60 days of filing.

## **7. EQUIPMENT**

The Town agrees to allow Lincoln County to use any ACO related equipment in its possession for the duration of this agreement. Lincoln County agrees to coordinate the replacement, upgrade, or purchase of new equipment with the Town and other Towns who participate in similar agreements to maximize efficiency and reduce duplication. Any equipment related costs must be approved by the Town in accordance with section 9 of this agreement.

## **8. BUDGET and CONTINGECY**

- a) The Town shall establish the annual budget for animal control services as it deems appropriate. Lincoln County agrees to monitor and operate within the budget set by the Town for purposes of this agreement.
- b) Both parties recognize that unforeseen or unplanned for expenses directly related to animal control services may occur during the term of this agreement. Each party agrees to notify the other as soon as practical when a situation arises that is outside of the normal ACO operations budget. The Town agrees to take appropriate steps to ensure that a contingency is available to cover any such costs.

## 9. COST

- a) For the term of this Agreement, the Town shall compensate Lincoln County for work hours of the ACO(s) for the enforcement of the Town's Animal Control and related Ordinances at a rate set by the County and agreed to by the Town in addition to all applicable benefits. The ACO rate for the period of this contract is \$23.10 per hour plus FICA, Workers Comp, and MePERS contributions. Any changes to the agreed hourly rate must be mutually agreed upon between the Town and Lincoln County.
- b) The Town agrees to compensate Lincoln County an amount not to exceed \$300.00, for providing an on call ACO during the term of this Agreement. Such amount shall be billed annually, as part of the regular billing process.
- c) The Town also agrees to pay the IRS mileage rate set by Lincoln County for any ACO who physically responds to duties directly related to this agreement.
- d) The Town agrees to pay a minimum of two hours for each ACO who is physically required to respond to a call. In addition, the Town agrees to pay by the hour for calls requiring a phone response. In any case only actual hours worked shall be calculated for purposes of overtime pay.
- e) The Town agrees to pay the costs of the ACO's inoculations, training, office supplies, photocopying, equipment and the like directly related to this agreement, except in cases where these costs may be shared among participating municipalities then the Town agrees to share equally in those costs.
- f) Payments are to be made to the Treasurer of Lincoln County and mailed to the Lincoln County Finance Office at P.O. Box 249, Damariscotta, ME 04578 on a monthly basis.
- g) Administrative expenses that include the supervision, processing of payroll and other human resource needs are included in costs outlined sections A and B above.
- h) Dispatching services by Lincoln County shall not be considered as expenses to be charged against the Town under this Agreement. Further, Lincoln County shall bear the sole responsibility of ensuring that all payments for direct and indirect expenses incurred by Lincoln County in performing services under this Agreement shall be made.
- i) Lincoln County agrees that the ACO(s) providing the services to the Town shall be employee(s) of Lincoln County and not those of the Town, and that Lincoln County shall be responsible for the payment of any compensation or indemnity to any such employee(s) because of injury or sickness arising out of his or her employment.

## **10. INDEMNIFICATION AND HOLD HARMLESS**

The Town hereby agrees to indemnify, save harmless and defend Lincoln County together with any officers, officials, managers, supervisory employees, as well as their agents, persons acting in their interests, predecessors, successors, subsidiaries, affiliates, attorneys, insurers and assigns, and any related or affiliated entity, from and against any and all liabilities, claims, penalties, forfeitures, suits and costs and expenses incident thereto on account of or in any way arising out of this Agreement.

## **11. STANDARD OF PERFORMANCE**

- a) Lincoln County and all participating Towns agree to form an Advisory Committee consisting of at a minimum one ACO, one representative from each participating municipality, and one county representative. The Advisory Committee shall meet as needed to evaluate the effectiveness of this agreement, training, equipment and other needs, and to report its findings with recommendations to each party to this agreement. Lincoln County through the Sheriff's Office shall host and coordinate Advisory Committee activities with the Town(s).
- b) The Town and Lincoln County shall attempt to mutually resolve all issues pertaining to the nature of the services and conduct of the ACO(s) performed under this Agreement, and may mutually choose to do so through the Advisory Committee, provided, however, that Lincoln County shall make the final determination on said issues.
- c) Lincoln County agrees to receive and consider, in good faith, all inquiries and requests made by the Town. All decisions pertaining to employment, discipline, and discharge of personnel, performance of duties and other personnel matters shall remain exclusively with Lincoln County

## **12. JOB DESCRIPTION(S)**

A copy of all relevant Job Descriptions for Town and County positions shall be attached to and be made a part of this Agreement.

## **13. ARBITRATION**

- a) In the event of dispute between the parties, either party may request arbitration to resolve such dispute. Such election for arbitration shall be conclusively evidenced by the filing of a written demand for arbitration with the opposing party. This demand for arbitration shall be made within thirty (30) days after the claim, dispute or other matter in question has arisen, and in no event shall it be made when institution of legal or equitable proceedings based on such claim, dispute or other matter in question would be barred by the applicable statute of limitations.

- b) The arbitrator shall be Justice J. David Kennedy of Eaton Peabody in Brunswick, Maine. Should Justice Kennedy be unable to serve, he shall appoint another arbitrator for which no conflict exists.
- c) All parties shall send a representative to the arbitration empowered to make a full settlement and represent the party in arbitration.
- d) The claim, dispute or other matter shall be submitted to the arbitrator and the arbitrator shall render its decision within thirty (30) days from the close of the hearing.
- e) All costs of the arbitration shall be borne equally by each party.
- f) The decision of the arbitrator shall be final and conclusive between the parties.

#### **14. TERMINATION**

- a) This Agreement shall expire on December 31, 2024 unless earlier terminated in accordance with paragraph (B) of this Section or unless extended as set forth in Section 15 hereof. The County, through the Sheriff's Office, agrees to provide the Town with any proposed renewal contract at least sixty (60) days prior to expiration.
- b) Either party can terminate this Agreement, at any time, by providing the other party with a written notice of termination not fewer than sixty (60) days prior to the date specified for termination in said notice.

#### **15. EXTENSION**

Unless terminated on notice, as provided in Section 10 above, rights and privileges herein granted, together with all other provisions of this Agreement, shall continue in full force and effect, subject to necessary adjustment of any added cost factors, for an additional period of thirty (30) days from the date of expiration heretofore mentioned, unless either party, at least ten (10) days prior to said date of expiration, shall notify the other party in writing that it does not desire the Agreement to be extended for such an additional period.

#### **16. SHARING OF RECORDS**

When records with identifiable information are requested by the Town and provided by the County under this agreement, the Town agrees to accept all liability related to these records subject to Maine's Freedom of Access laws including Title 16 MRSA Chapters 7 and 9. The Town further acknowledges that any further dissemination of any records provided by the County under this agreement are subject to all provisions of Maine law.

#### **17. ENTIRE AGREEMENT**

This instrument embodies the entire Agreement of the parties. There are no promised terms, conditions, or obligations other than those contained herein; and this Agreement shall supersede all previous communications, representations or Agreements, either verbal or written, between the parties hereto.

IN WITNESS WHEREOF, the TOWN OF DAMARISCOTTA by order duly adopted by its Selectmen, has caused this Agreement to be signed by the Selectmen; and the COUNTY OF LINCOLN, by order of the County Commissioners, has caused this Agreement to be subscribed by the Chairman of said Board and the seal of said Board to be affixed thereto and attested by the Clerk of said Board, all as of the day and year first below written.

SIGNED, SEALED AND DELIVERED  
IN THE PRESENCE OF: COUNTY OF LINCOLN

DATE: BY:  
CHAIRMAN  
COUNTY COMMISSIONERS

DATE: BY:  
SHERIFF

SIGNED, SEALED AND DELIVERED  
IN THE PRESENCE OF: TOWN OF DAMARISCOTTA

DATE: BY:

ATTEST: COUNTY ADMINISTRATOR, DEPUTY