



**Agenda
Select Board Meeting
Town of Damariscotta, Maine
July 20, 2022
5:30 PM**

Join Zoom Meeting: <https://us02web.zoom.us/j/87878201039>
Meeting ID: 878 7820 1039 Passcode: Dama22

- I. Pledge of Allegiance**
- II. Call to Order**
- III. Annual Select Board Election of Officers**
- IV. Minutes**
 1. July 6, 2022 Select Board Minutes
- V. Financial Reports**
 1. Payroll Warrants # 2
 2. Accounts Payable Warrants # 3 and FY 22 AP #76
- VI. Citizen Comments and General Correspondence**
- VII. Town Manager Items**
 1. Capital Project Updates
 2. Work Plan
- VIII. Official Action Items**
 1. MMA Executive Committee
 2. Municipal Office Building HVAC Replacement
 3. Land Use Ordinance Revisions
- IX. Selectmen's Discussion Items**
- X. Adjournment**



Mid-Coast Energy Systems, Inc.
33 Midcoast Rd., P.O. Box 1118
Damariscotta, ME 04543
207.563.5147
www.midcoastenergysystems.com

To: Town Of Damariscotta
21 School St
Damariscotta, ME 04543
207-563-5168

Quote # 215635
Location: Town Office Building
Email:
Date: 07/8/2022

We hereby submit specifications and estimates for:

ROOFTOP UNIT REPLACEMENT

REMOVAL & DISPOSAL: Three existing Lennox GCS16-036 rooftop unit will be taken out of service, removed from the roof and disposed of.

ROOFTOP UNIT: Provide and install one (1) York ZF036 L.P. gas fired, sealed combustion, rooftop unit. Installation includes hooking up to the existing supply & return plenums, filter racks, condensate pipe, fittings, codes switches, controls and safety devices.

FUEL SUPPLY PIPING: Hook-up to existing propane fuel line.

AIR CONDITIONING: Will be supplied from the new York ZF036 rooftop unit.

ELECTRICAL SUPPLY: Hook-up to existing electrical supply.

AIR DISTRIBUTION: New unit will be connected to the existing ductwork to deliver heating and cooling.

Fire & test for a fully operational system.

LABOR & MATERIALS \$22,043.00

Thank you for the opportunity to present this proposal. If you wish to proceed with this installation please sign one copy of this proposal form and return it to this office with a 35%(\$7,715) deposit. Upon receipt, your contract will be placed in process and deposit credit to your account.



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Quote # 215635
Location: Town Office Building
Email:
Date: 07/8/2022

_____ Approximate cost of Labor & Materials (+/-): \$
 X Fixed Price Contract: **\$22,043.00**

Payment to be made as follows:

35% DOWN - MONTHLY PROGRESS PAYMENTS. BALANCE DUE ON COMPLETION NET 30 DAYS
 1.5% INTEREST RATE WILL BE APPLIED MONTHLY FOR PAYMENTS PAST 30 DAYS

All material is guaranteed to be as specified. All work to be completed in a workmanlike manner according to standard practices. Any alteration or deviation from above specifications involving extra costs will become an extra charge over and above the estimate. All agreements contingent upon strikes, accidents or delays beyond our control. Our workers are fully covered by Workers' Compensation Insurance. Up to 25% restocking fee and shipping/handling charges will be charged for all special ordered materials should this agreement be breached by the customer after a deposit has been received.

1. **Warranties:** MCES warrants that the Work will be free from faulty materials, constructed according to the standards of the building code applicable for the location of the Work, constructed in a skillful manner, and fit for habitation and/or suitable for its intended purpose. The warranty rights and remedies set forth in the Maine Uniform Commercial Code apply to this contract.
2. **Resolution of Disputes:** (Optional) If a dispute arises over the interpretation of any term or condition of this Contract or the performance of either MCES or Customer, MCES or Customer may, but are not required to, agree to settle the dispute by one of the following methods:
 - A. Binding Arbitration as regulated by the Maine Uniform Arbitration Act, with MCES and Customer accept as final the arbitrator's decision
 Agreed _____
 - B. Non-binding Arbitration with MCES and Customer free to not accept the arbitrator's decision and to pursue the remedy by any other available means, including civil lawsuit.
 Agreed _____
 - C. Mediation, with MCES and Customer agreeing to enter into good faith negotiations through a neutral mediator in order to attempt to resolve their dispute.
 Agreed _____
 - D. None of the above, with MCES and Customer free to pursue any and all legal and equitable remedies against the other to address and resolve their dispute.
 Agreed _____
3. **Change Orders.** Any alteration or deviation from the above contractual specifications that involve extra cost shall be performed by MCES only upon execution by MCES and Customer of a written change order in a form to be provided by MCES for this purpose.
4. **Responsibility:** MCES shall not be responsible for damage to a persons or property occasioned by Customer or his agents, third parties, acts of God or other causes beyond the control of MCES. Customer shall hold MCES completely harmless from, and shall indemnify contractor for, all costs, damages, losses and expenses, including judgment and attorney's fees, resulting from claims arising from any cause or causes described in this Section 2.
5. **Customer Insurance:** At all times during and until completion of the Work and at the Customer's own cost and expense, Customer shall obtain, maintain and provide proof if upon request by MCES such as fire, tornado and other insurance as MCES, in its sole discretion, may require for performance of the Work.
6. **Entire Agreement: Amendments:** Except as expressly provided for in Sections 1 through 3 above, this Contract embodies the entire and complete understanding of MCES and Customer and may not be changed except by a separate written agreement, duly executed by both MCES and Customer.
7. **Breach of Contract:** Subject to Sections 2 (A) – (C) above, if applicable, MCES and Customer reserve any legal and equitable rights redress to a breach of any term or conditions of the Contract by the other.
8. **Choice of Law:** Interpretation of any term or condition of this Agreement shall be made in accordance with applicable Maine law.
9. **Contract Acceptance:**

Authorized Signature Katie Eugley Note: This proposal may be withdrawn by us if not accepted within 15 days.

ACCEPTANCE OF PROPOSAL - The above prices, specifications and conditions are satisfactory and are hereby accepted. You are authorized to do the work as specified. Payment will be made as outlined above. This proposal is valid for 15 days.

Signature: _____ Date of Acceptance: _____

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ARTICLE I POWERS OF THE TOWN

SECTION 1.01 GENERAL GRANT AND EXERCISE OF POWERS

A. Powers of the Town

The Town shall have all the powers possible for a municipality to have under the constitution and laws of Maine and the United States.

B. Construction

The powers of the Town under this ~~charter~~Charter shall be construed liberally in favor of the Town, and no mention of particular powers in this ~~charter~~Charter shall be construed to be exclusive or as limiting in any way the general power stated in this article.

C. Intergovernmental Relations

SECTION 5.08 TOWN CLERK'S MUNICIPAL AGENT'S FEES

Any and all fees normally accruing to the Town Clerk/Municipal Agent shall accrue directly to the Town of Damariscotta.

SECTION 5.09 TAX ANTICIPATION BORROWING GUIDELINES

The ~~Board of Selectmen~~Select Board of the Town of Damariscotta shall have the authority to borrow money in anticipation of taxes. In that event, the following guidelines shall be followed:

- A. Invitations to bid shall be extended to three or more banks at the same time.;
- B. Invitations to bid shall be dated and delivered to the invited banks at least (10) complete banking days prior to the bid opening and awarding of the bid.;
- C. Invitation to bid shall specify the maximum amount to be borrowed.;
- D. The ~~method~~ of borrowing shall be clearly defined (~~;~~i.e., as needed or lump sum).;
- E. Invitation to bid shall specify planned maturity dates of said notes, and may require the option to prepay.;
- F. Invitation to bid shall show estimated planned borrowing and repayment schedule. (Does not apply if borrowing is on a lump-sum basis.);
- G. Invitation to bid shall state date, time and place bids are due, and shall indicate date, time, and place bids will be opened and awarded.;
- H. Invitation to bid shall state the Town's right to accept "or reject any or all bids, provided it is in the Town's best interest to do so.";
- I. Bidder shall be asked to submit interest rates in multiples of one-hundredth (1/100) of one percent (1%).;
- J. The Town must specify the method in which interest shall be calculated (~~;~~i.e., actual number of days outstanding over a 360-day period).

SECTION 5.10 BID PROCEDURE

In those cases where the scope of work or services to be performed for the Town shall require an expenditure of \$15,000.00 or more, the following guidelines shall be followed:

- A. A clear statement defining the required scope of services or specifications of work to be performed shall be provided to the potential bidders along with notice as to where the bid forms may be obtained.
- B. The manner in which the bids are to be submitted, when they shall be due in the ~~town~~Town office, and when the bids are to be opened, shall be clearly stated.
- C. Requests for bids ~~shall may~~shall be advertised in the local newspaper(s) for a minimum of two (2) weeks. Such advertisements shall include the statement that "the ~~Board of Selectmen~~Select Board reserve the right to accept or reject any or all bids."
- D. Any or all of the bid procedures may be waived by the ~~Board of Selectmen~~Select Board ; should they determine that it is in the best interest of the Town to do so.

SECTION 5.11 BUDGET AMENDMENTS AFTER ADOPTION

- A. Modification of Appropriations: If at any time during the fiscal year it appears probable to the Town Manager that the revenue available will be insufficient to meet the amount appropriated, it shall be reported to the ~~Board of Selectmen~~Select Board without delay, indicating the estimated amount of deficit, and make recommendations as to any steps to be taken. The ~~Board of Selectmen~~Select Board shall then take such action as it deems necessary to prevent or minimize any deficit.
- B. Transfer of Appropriations: The ~~Board of Selectmen~~Select Board may call a Special Town Meeting to consider and vote on the transfer of part or all of any unencumbered appropriations balance from one appropriation to another.

SECTION 5.12 LAPSE AND CARRY FORWARD OF APPROPRIATIONS

General fund appropriations, except Federal Revenue Sharing funds or an appropriation for a capital expenditure, shall lapse at the close of the fiscal year to the extent that they have not been expended or encumbered, or except as prohibited by law or prior agreement. Such unexpended or unencumbered funds shall be transferred to a surplus account. An appropriation for a capital expenditure shall continue in force until the purpose for which it was made has been accomplished or abandoned. The ~~Board of Selectmen~~Select Board, may, on advice of the Town Manager, by a majority vote, carry forward unexpended general fund appropriations as deemed appropriate to the same department for the next fiscal year.

SECTION 5.13 ANNUAL POST-AUDIT

The ~~Board of Selectmen~~Select Board shall each year obtain the services of the Maine State Department of Audit or a qualified Certified Public Accountant for the purpose of



Town of Damariscotta

Administrative Offices
21 School Street
Damariscotta, Maine 04543
Telephone – 207-563-5168
Fax – 207-563-6862

Office Hours
Mon, Tues, Thurs
7:30 am – 5:00 pm
Wed. 1pm – 5:00 pm
Fri. Closed

Town Manager's Report

July 17, 2022

Land Use Ordinance Changes

Although changes were recently made to the Land Use Ordinance, there is another minor revision that needs to be made. A request to amend the description of the C2 Zone as well as to split a parcel on the Zoning Map. The attached memo provides some additional background info, but basically, the zoning description is referencing the parent parcel of Map 3 Lot 32, which has now been split into 2 lots (Map 3 Lot 32-1, and Map 3 Lot 32-2).

Isabelle will have more on this for your review on Wednesday. The board should call for a public hearing to present the change and sign a Special Town Meeting Warrant. There will be a proposed meeting timeline for this change to be considered.

Public Gathering/March

A follow-up from an item I brought forward at the previous meeting. On Sunday, July 25th at 5 pm, there will be a march through town. The organizers are anticipating 100-125 participants walking from the park in Newcastle to Rising Tide in Damariscotta. I discussed this with Chief Warlick, and after reviewing the town's Traffic and Parking Ordinance, we have suggested the group utilizes the sidewalk. This approach is anticipated to pose minimal disruption to traffic flow and requires fewer officers to assist.

Castner Creek Crossing

Additional data is requested for Maine's CoastWise program. I have included the explanation of the additional data as well as the quote to complete the analysis. I have reached out to one funding source to see if we can apply to help offset the costs. Depending on that effort I will follow up with another source. General Fund considerations to accomplish this might be through the Carry Forward provision in the town's charter. As this project was underway in last fiscal year, and the town's planner was assisting in this project, you can consider using some of the unspent funds from last year's planning budget. I plan to have a definite proposal for the board at the first meeting in August.

Parking Lot Project – Sewer Line

As I mentioned in an email last week, the sagged sewer line was corrected. I have attached an email from Wright Pierce that explains the work completed. There may be additional considerations with regard to ownership of the line once the GSBSD scopes and cleans the line.

Annual Work Plan/FY 23 Goals

In anticipation of the board's annual workshop, I have included an update on FY 22 goals/work plan for your review. This is a working document that I welcome any corrections/updates on to

better understand what needs to continue into FY 23. I would like to propose you have a workshop in August and adopt the plan in early September before we get too far into FY 23. I would also encourage the board to consider two-year plan rather than a single year. This will allow time for some of the larger goals/projects to gain significant progress or for organizational changes to be meaningfully measured.

Tax Stabilization

The state legislature last year authorized PL 2021, c. 751 (to be codified at 36 M.R.S. § 6281), which requires municipalities to “stabilize” – meaning freeze – the property tax responsibility of eligible taxpayers at the amount billed the preceding tax year. If taxes assessed on eligible property exceed the “stabilized” amount, the state must reimburse municipalities 100% of the difference.

We have received numerous inquiries as to how/when to apply and we are waiting to learn how this is going to be implemented. There are some concerns about the way the law is written and as to the process the state expects to use for reporting and reimbursement. As we learn more about this, we will share with the community as to the steps they can take.



Town of
Damariscotta

Andrew Dorr <adorr@damariscottame.com>

Municipal Parking Lot Sewer Repairs

Lacey Kremer <lacey.kremer@wright-pierce.com>

Thu, Jul 14, 2022 at 4:08 PM

To: Andrew Dorr <adorr@damariscottame.com>, Leeanna Libby <leeanna@gsbsd.org>, Seth Hagar <shagar@hagarenterprises.com>, Matthew Day <mattday@phibuildersarchitects.com>, Jan Wiegman <jan.wiegman@wright-pierce.com>

Hi All,

I am sending out this email to document the repairs made to the Damariscotta Municipal Sewer this morning.

Hagar arrived on site at 7:30 AM and proceeded to saw cut the pavement over the sewer line in the area of the patch from the pump station installation. Hagar excavated down to the pipe. Grades were taken on the exposed pipe segments within the trench and in the manholes and the pipe lengths were checked for slope with a four-foot level. They hand dug approximately 4-feet beyond the trench toward SMH-3A to expose the top of the pipe. The information showed that there was a section of the pipe from the second pipe joint to SMH-3A that had a negative slope and the four-foot exposed section closest to SMH-3A also had a slight negative slope. The pipe was excavated to SMH-3B, where there was a 3-foot section of pipe leaving the manhole at a steeper slope. The overall trench was 21' long by 6' wide.

Hagar lifted the pipe with straps attached to the excavator bucket until each pipe length had a positive slope and chinked additional stone below the pipe using shovels.

Jan Wiegman (Wright-Pierce), LeeAnna Libbey (Great Salt Bay Sanitary District), Andrew Day (Town of Damariscotta), Matt Day (Phi Builders + Architects), and Seth Hagar (Hagar Enterprises) were all in agreement that the pipe now has a positive slope, and it was acceptable to bury it and pave the excavated area.

The pipe was backfilled to just over the top of the pipe with stone and the remaining trench was filled with excavated material which was compacted. The trench was paved with approximately 3" depth of 9.5 mm HMA pavement. Hagar completed the repair at approximately 12:00.

Please respond to this email to express your agreement or disagreement with the events as described above.

Best,

Lacey Kremer, PE (she/her)

Wright-Pierce | Project Engineer
direct 207.319.1517 | office 207.761.2991

WRIGHT-PIERCE 
Engineering a Better Environment

**QUITCLAIM DEED WITHOUT COVENANT
HEATER ROAD, DAMARISCOTTA, MAINE**

BILLINGS & COLE, INC., a Maine corporation with a principal place of business in Damariscotta, Maine, the **INHABITANTS OF THE TOWN OF DAMARISCOTTA**, a municipal corporation with a mailing address of 21 School Street, Damariscotta, Maine, **COASTAL REALTY CAPITAL, LLC**, a Maine corporation with a principal place of business in Portland, Maine, **LCRC LAND CONSERVATION CORPORATION**, a Maine non-profit with a principal place of business in Damariscotta, Maine, **WHITE BIRCHES HOLDINGS, LLC**, a Maine corporation with a principal place of business in Damariscotta, Maine, and **NEGENA, LLC**, a Maine corporation with a principal place of business in Damariscotta, Maine, (all of the above-said being Grantors), for good and valuable consideration, **RELEASE** to the **INHABITANTS OF THE TOWN OF DAMARISCOTTA**, a municipal corporation with a mailing address of 21 School Street, Damariscotta, Maine (as Grantee), a certain lot or parcel of land situated on the southerly side of Biscay Road in the Town of Damariscotta, County of Lincoln, State of Maine, being more particularly bounded and described as follows:

BEGINNING approximately 0.4 miles easterly along Biscay Road from the intersection of Main Street and Biscay Road at a 5/8-inch iron rod set on the southerly right of way line of Biscay Road as shown on a survey plan entitled "TOWN OF DAMARISCOTTA HEATER ROAD RIGHT OF WAY SURVEY", by Gartley & Dorsky Engineering & Surveying, Inc., dated October 7, 2020, last revised May 3, 2022, to be recorded at the Lincoln County Registry of Deeds (LCRD);

THENCE S 65°32'09" E along the southerly right of way line of Biscay Road a distance of fifty and twenty-six hundredths (50.26) feet to 5/8-inch iron rod set;

THENCE S 18°38'37" W a distance of one hundred forty-six and seventy-one hundredths (146.71) feet to a 5/8-inch iron rod set;

THENCE S 25°35'23" W a distance of seven hundred seventy-eight and three hundredths (778.03) feet to a 5/8-inch iron rod set;

THENCE continuing S 25°35'23" W a distance of fifty and no hundredths (50.00) feet to a 5/8-inch iron rod set;

THENCE still continuing S 25°35'23" W a distance of twenty-five and no hundredths (25.00) feet to a 5/8-inch iron rod set;

THENCE N 64°24'37" W a distance of fifty and no hundredths (50.00) feet to a 5/8-inch iron rod set; said iron rod to be set lying S 05°44'40" E a distance of forty-three and eighty-four hundredths (43.84) feet from a 3/4-inch re-bar found at the southeasterly corner of land of Hannaford Brothers Real Estate Department (F/K/A Sampsons Supermarket, Inc.) as described in a deed recorded in Book 1010, Page 287 at the LCRD;

THENCE N 25°35'23" E a distance of five hundred-sixty and no hundredths (560.00) feet to a 5/8-inch iron rod set;

THENCE N 64°24'37" W a distance of fifteen and no hundredths (15.00) feet to a 5/8-inch iron rod set;

THENCE N 25°35'23" E a distance of sixty and no hundredths (60.00) feet to a 5/8-inch iron rod set;

THENCE S 64°24'37" E a distance of fifteen and no hundredths (15.00) feet to a 5/8-inch iron rod set;

THENCE N 25°35'23" E a distance of two hundred-thirty and no hundredths (230.00) feet to a 5/8-inch iron rod set;

THENCE N 18°38'37" E a distance of one hundred forty-eight and seventy-seven hundredths (148.77) feet to the point of beginning.

TOGETHER WITH OR EXCEPTING THEREFROM the land, if any, lying between the northerly boundary of the above-described parcel and southerly right of way line of Biscay Road to form a common boundary therewith.

SUBJECT TO existing easement rights of others as found on record at the LCRD. FURTHERMORE, this deed does not supersede or negate any existing utility easements currently held by the Grantors.

SUBJECT TO a 100' Wide CMP Easement as described in deeds on record at the LCRD

MEANING AND INTENDING TO DESCRIBE 50,863 square feet (1.168 acres) of land as shown on the above referenced survey plan by Gartley & Dorsky Engineering & Surveying, Inc., said Plan being recorded in the LCRD on even or near date herewith.

All bearings are referenced to Magnetic North 2020 as indicated on the before referenced survey plan by Gartley & Dorsky.

ALL iron pins to be set are 5/8-inch re-bar marked with a plastic surveyor's cap stamped "G&D 2290-2366-2424-2473"

Each of the Releasors EXCEPTS AND RESERVES the right of way easements over the above premises by virtue of their respective source deeds into them and as may exist express or implied by law, subject hereby to a covenant with Releasee which shall run with the land that their respective right of way use shall be subordinate to Releasee's decisions on management of the premises as a town road with Releasee being responsible for all improvement, maintenance and repair of the premises conveyed by this deed, unless Releasee should abandon, vacate or discontinue use of said land as a town road at which point this covenant terminates and Releasors' right of way use is no longer subordinate.

[End of page. Six separate signature pages follow.]

IN WITNESS WHEREOF, the above-said BILLINGS & COLE, INC., by _____, its _____ has hereunto set its hand this _____ day of _____, 2022.

Witness

ACKNOWLEDGMENT

STATE OF MAINE
County of Lincoln, s.s.

Date: _____, 2022

Personally appeared the above-named _____ in his/her capacity as _____ for Billings & Cole, Inc. and acknowledged the foregoing instrument to be his/her free act and deed on behalf of Billings & Cole, Inc.

Before me,

Notary Public/Attorney at Law
Print Name:

IN WITNESS WHEREOF, the above-said INHABITANTS OF THE TOWN OF DAMARISCOTTA have hereunto set their hand this _____ day of _____, 2022 by and through their duly elected Selectmen.

Witness

Tom Anderson

Witness

Mark Hagar

Witness

Louis Abbotoni

Witness

Joshua Pinkham

Witness

Daryl Fraser

ACKNOWLEDGMENT

STATE OF MAINE
County of Lincoln, s.s.

Date: _____, 2022

Personally appeared the above-named Selectmen for the Town of Damariscotta, on behalf of the Inhabitants of the Town of Damariscotta, and acknowledged the foregoing instrument to be their free act and deed in their said capacity.

Before me,

Notary Public/Attorney at Law
Print Name:

IN WITNESS WHEREOF, the above-said COASTAL REALTY CAPITAL, LLC, by _____, its _____, has hereunto set his/her hand this _____ day of _____, 2022.

Witness

Print Name:
Title:

ACKNOWLEDGMENT

STATE OF MAINE
County of Lincoln, s.s.

Date: _____, 2022

Personally appeared the above-named _____ in his/her capacity as _____ for Coastal Realty Capital, LLC. and acknowledged the foregoing instrument to be his/her free act and deed on behalf of Coastal Realty Capital, LLC.

Before me,

Notary Public/Attorney at Law
Print Name:

IN WITNESS WHEREOF, the above-said _____, _____
of LCRC LAND CONSERVATION CORPORATION has hereunto set his/her hand
this _____ day of _____, 2022.

Witness

Print Name:
Title:

ACKNOWLEDGMENT

STATE OF MAINE
County of Lincoln, s.s.

Date: _____, 2022

Personally appeared the above-named _____ in his/her
capacity as _____ for LCRC Land Conservation Corporation and
acknowledged the foregoing instrument to be his/her free act and deed on behalf of LCRC Land
Conservation Corporation.

Before me,

Notary Public/Attorney at Law
Print Name:

IN WITNESS WHEREOF, the above-said _____, _____
of WHITE BIRCHES HOLDINGS, LLC has hereunto set his/her hand this ____ day of
_____, 2022.

Witness

Print Name:
Title:

ACKNOWLEDGMENT

STATE OF MAINE
County of Lincoln, s.s.

Date: _____, 2022

Personally appeared the above-named _____ in his/her
capacity as _____ for White Birches Holdings, LLC and acknowledged the
foregoing instrument to be his/her free act and deed on behalf of White Birches Holdings, LLC.

Before me,

Notary Public/Attorney at Law
Print Name:

IN WITNESS WHEREOF, the above-said _____, _____
of NEGENA, LLC has hereunto set his/her hand this _____ day of _____,
2022.

Witness

Print Name:
Title:

ACKNOWLEDGMENT

STATE OF MAINE
County of Lincoln, s.s.

Date: _____, 2022

Personally appeared the above-named _____ in his/her
capacity as _____ for NegenA, LLC and acknowledged the foregoing
instrument to be his/her free act and deed on behalf of NegenA, LLC.

Before me,

Notary Public/Attorney at Law
Print Name:

**Church Street-Castner Brook Road Crossing
Data Analysis and Products Meeting**

May 31, 2022

Participants:

Joe McLean, Acadia Civil Works
Mike Burke, InterFluve
Slade Moore, Maine Coastal Program

Discussion Topics

1. Sea Level Rise Projections and Tidal Routing

Joe reported that it is more difficult to project sea level rise at 2100 at this site than most we've worked on together. This is due to the lack of comprehensive Great Salt Bay bathymetry and hydrology data that would identify the influence of the bridge, bedrock feature, or downstream channel reach on muting the tides. To account for uncertainty, Joe creating a steeper recessional curve using a large structure so future drainage would be fast enough - he considers this a conservative (precautionary) approach. He also used the High SLR scenario.

Effect of the bridge, bedrock feature, or the channel reach on muting the tides is uncertain but likely to be less in the future, in part because the bridge will probably be enlarged by the end of the Church Street crossing's service life. Joe will re-run the sizing based on Portland curves without restriction – this is another conservative step.

2. Lidar Error Assessment

We recommend checking lidar data against elevation survey elevations to identify whether error corrections are necessary. Joe reported that upstream survey data are minimal. He will provide a qualitative error assessment on the lidar.

3. Model Calibration - we routinely ask for superimposed hydrographs of observed and modeled conditions, an error analysis, and brief discussion to describe model fit.

Discussion: Joe reports that there would not likely be any difference between modeled vs observed water levels because observed HHD was extremely small. He will provide the comparison to illustrate that.

- 4. Alternatives Evaluation/Analysis (general)** - Each analysis (items below) typically considers several sizing alternatives to identify the most cost-effective crossing alternative that meets established performance objectives and design criteria under present and projected conditions.

Discussion: Joe will continue to use the 99% exceedance as the design tide, which is based on NOAA's published Portland data.

- 5. Crossing Resilience** - These considerations influence the height of the embankment and capacity of the structure, to ensure crossing objectives are met. Conceptual design drawings/exhibits and mapping should project the degree to which the present crossing configuration and proposed crossing alternatives will perform under conditions now and in the future. Typical annotations to drawings include elevations representing present and future projections of:

- Local tidal datums
- Design Flood Elevation, and other relevant/applicable coastal storm flood elevations
- Existing channel cross section and tidal wetland elevation (where relevant).

Discussion: Joe's datums will be identified by correlating the highs on site with those at Portland. He'll also add the FEMA flood elevation and add cross sections immediately upstream-downstream of the crossing on SK6.

- 6. Low-Lying Features of Concern** - elevation plots and mapping are provided to clearly identify the locations and elevations of infrastructure and resource uses at risk of undesired flooding. These are used to project the degree of risk associated with the present crossing configuration and proposed crossing alternatives under conditions now and in the future.

Discussion: Joe won't provide additional mapping but will call attention to the upstream Maine DOT road crossing by reporting the difference between the as-built elevations of that structure and projected design tides (99% exceedance or other) under present and future conditions.

- 7. Ecological Resilience** - Products allow evaluation of downstream-upstream synchrony at high and low tide and aquatic organism passage performance for the alternatives. All analyses below are presented for present and projected conditions during the crossing's service life.

- a) **Hydrograph Plots and Data** - Provide hydrographs of upstream vs downstream (or upstream vs no structure in place) water levels associated with each crossing alternative under present and future conditions for the established design tide. Hydrographs should include elevations of local tidal datums (e.g., MLW, MHW, MHHW, and HAT or HAsT).

Discussion: Typically, hydrographs are provided for the existing structure under present and future conditions and also alternative/proposed structures. For this site, hydrographs for the existing structure might be less important because the Town already has an interest in upsizing. The hydrograph period should include the cycle before and after the design tide

- b) **Tidal Synchrony Evaluation** - Provide a comparison of water elevations and timing for each crossing alternative under consideration. The comparison is upstream vs downstream (or upstream vs no structure) in place at high tide and low tide for the established design tide. Results of comparisons are provided in tabular or graphic format under present and future conditions.

Discussion – Joe will provide this.

- c) **Hydraulic Head Differential** - Identify the timing and amount of the largest difference between upstream-downstream water levels.

Discussion – Joe will provide this.

- d) **Aquatic Organism Passage** - Provide estimates of in-structure current velocities to allow assessment of AOP objectives.

Discussion: hydraulic conditions in the tidal crossing structure meet species specific passage criteria over the range of MLLW to MHHW at a minimum, and at least the central 90% of the tide range for conditions up to the highest astronomical tide. Simulate 1-2 tide cycles. Report out an averaged time series of velocities for each datum.

Project Title **FY 21-22 Selectboard Goals**

Project Start	Thu, 7/1/2021
Display Week	18

Focus Area	Objective	Assigned To	Priority	Start Date	Due Date	Est Cost	Funding Source	Progress
F.1	Draft licensing ordinance	Select Board, CEO, Town Clerk, and Town Manager	Medium	1-Nov-21	1-Feb-22			10%
F.2	Hire assessors' agent or assessing firm	Board of Assessors, Town Manager, Treasurer	High	1-Jul-21	30-Sep-21			100%
F.3	Hire town manager	Select Board, Consultant	High	1-Jan-22	1-May-22			100%
F.4	Review tax exemption eligibility	Board of Assessors, Assessors' Agent	High	1-Nov-21	28-Feb-22			0%
I. 1	Develop a technology plan	IT Consultant, Town Manager, Treasurer, Select Board	Medium	1-Jul-21	31-Dec-21			25%
I.2	Update CIP	Town Manager, Dept Heads, Public Works Committee	High	1-Jul-21	15-Jan-22			90%
I.3	Develop pavement plan	Public Works Committee	High	1-Jul-21	31-Dec-21			5%
I. 4	Complete Phase 2 of Waterfront Improvement Plan	Town Manager, George Parker, Planner	High	1-Jul-21	30-Jun-22			25%
I. 5	Update paving maintenance schedules	Public Works Committee	High	1-Jul-21	31-Dec-21			25%
I. 6	Develop 3-year plan for PW restructuring	Public Works Committee, Select Board, Town Manager	High	1-Oct-21	31-Jan-22			0%
I. 7	Seek infrastructure funding	Town Manager, Planner	Medium	1-Jul-21	30-Jun-22			50%
I. 8	Pave Heater Road (section)	Town Manager, Road Commissioner, Public Works Committee	Medium	1-Jul-21	30-Jun-22			35%
I. 9	Consider infrastructure bond	Select Board, Public Works Committee	High	1-Dec-21	28-Feb-22			100%
I. 10	Seek funding for Church Street sidewalks	Town Manager, Planner	High	1-Jan-22	30-Jun-22			50%
I. 11	Seek CBDG funding for Hodgdon St improvements	Town Manager	Medium	1-Jan-22	30-Mar-22			30%
I. 12	Rebid Miles St project	Town Manager, LincolnHealth Staff, Consultant	High	1-Jul-21	31-Dec-21			0%
I. 13	Fire Station back parking lot	Road Commissioner	High	1-Jul-21	31-Oct-21			100%
PS. 1	Update Traffic and Parking Ordinance	Town Manager, Police Chief	Medium	1-Dec-21	28-Feb-22			0%

Project Title **FY 21-22 Selectboard Goals**

Project Start	Thu, 7/1/2021
Display Week	18

Focus Area	Objective	Assigned To	Priority	Start Date	Due Date	Est Cost	Funding Source	Progress
PS. 2	Enforce speed limits	Police Chief	High	1-Jul-21	30-Jun-22			100%
ED. 1	Retain, promote, and grow existing businesses	Select Board, Town Manager, Department Heads	High	1-Jul-21	30-Jun-22			0%
ED. 2	Encourage new business development	Select Board, Town Manager, Department Heads	High	1-Jul-21	30-Jun-22			0%
ED. 3	Draft formula store ordinance	Select Board	Medium	1-Nov-21	28-Feb-22			100%
ED. 4	Secure ownership of Information Bureau	Select Board, Town Manager	High	1-Jul-21	30-Jun-22			100%
ED. 5	Expand fiber/broadband network	Management Intern, Town Manager	High	1-Nov-21	30-Nov-21			0%
ED. 6	Submit Museum in the Streets grant	Planner	Medium					0%
CD. 1	Seek opportunities for affordable housing developments	LCRPC Representatives, Planner						0%
CD. 2	Complete Bristol Rd sidewalk project	Town Manager, MDOT	High	1-Jul-21	30-Nov-21			100%
CD. 3	Build sidewalk segments along Main/Church/Biscay intersection	Town Manager, Road Commissioner, CRT, PSAC	High	1-Jul-21	30-Jun-22			25%
IC. 1	Broaden relationship with Great Salt Bay Sanitary District	Select Board, Town Manager	Medium	1-Jul-21	30-Jun-22			0%
IC. 2	Develop plan for future commercial and residential development	Select Board, Town Manager	Medium	1-Jul-21	30-Jun-22			0%
IC. 3	Contain overall cost of government and schools	Select Board, Town Manager	High	1-Jul-21	30-Jun-22			0%
CO. 1	Appoint Comprehensive Plan Committee	Select Board	Medium	1-Jul-21	30-Nov-21			100%
CO. 2	Town newsletter	Town Manager	High	1-Jul-21	30-Jun-22			75%
CO. 3	Maximize media to share information	Town Manager	High	1-Jul-21	30-Jun-22			75%
CO. 4	Maintain webiste and social media accounts	Robin Mayer, Town Manager, Treasurer, Police Chief, Fire Chief	Medium	1-Jul-21	30-Jun-22			0%
CO. 5	Participate in "Spirit of America" volunteer recognition	Select Board	Medium	1-Jan-22	30-Mar-22			100%
CO. 6	Appoint Charter Commission to draft charter changes	Select Board	High	1-Nov-21	30-Nov-21			100%
ES. 1	Community-wide cleanup	Town Office Staff, Road Commissioner	Medium	1-Apr-22	31-May-22			100%

Project Title **FY 21-22 Selectboard Goals**

Project Start	Thu, 7/1/2021
Display Week	18

Focus Area	Objective	Assigned To	Priority	Start Date	Due Date	Est Cost	Funding Source	Progress
ES. 2	Publicize new electric vehicle charging station	Robin Mayer, Town Clerk, Town Manager	Medium	1-Jul-21	30-Jun-22			0%

STATE OF MAINE

—
IN THE YEAR OF OUR LORD
TWO THOUSAND TWENTY-TWO

—
S.P. 126 - L.D. 290

**An Act To Stabilize Property Taxes for Individuals 65 Years of Age or Older
Who Own a Homestead for at Least 10 Years**

Be it enacted by the People of the State of Maine as follows:

Sec. 1. 36 MRSA c. 908-B is enacted to read:

CHAPTER 908-B

PROPERTY TAX STABILIZATION FOR SENIOR CITIZENS

§6281. Stabilization of property taxes on homesteads of individuals 65 years of age or older

1. Definitions. As used in this chapter, unless the context otherwise indicates, the following terms have the following meanings.

A. "Eligible homestead" means a homestead occupied by an eligible individual who is eligible for a homestead exemption under chapter 105, subchapter 4-B for the property tax year during which an application for stabilization is made.

B. "Eligible individual" means an individual who:

(1) Is 65 years of age or older; and

(2) Is a permanent resident of the State as defined in section 681, subsection 4 who has owned a homestead in the State for at least 10 years.

C. "Homestead" has the same meaning as under section 681, subsection 2.

D. "Stabilize" means to maintain the property tax billed to an eligible individual for the individual's eligible homestead at the amount billed for that homestead for the property tax year preceding the date of application for stabilization.

2. Application for stabilization. An individual may apply by December 1st to the municipality in which the individual's homestead is located requesting that the municipality stabilize the property tax assessed on that individual's homestead for the property tax year beginning on April 1st following the submission of the application. A new application is required for each year for which stabilization is requested.

3. Stabilization for eligible individual. If a municipality determines that an applicant for stabilization under subsection 2 is an eligible individual and that the individual's homestead is an eligible homestead, the municipality shall stabilize the property tax on the individual's homestead billed for the property tax year for which stabilization was requested.

4. Transfer of eligibility. If an eligible individual has been eligible for stabilization under this section and establishes a new homestead in the State, the individual continues to be eligible for stabilization. If an eligible individual establishes a new homestead in a different municipality, at the request of the eligible individual, the municipality where eligibility was first established shall notify the new municipality of the eligible individual's previous eligibility and the amount at which the property taxes were stabilized. The new municipality shall bill the eligible individual at the stabilized amount and is eligible for state compensation under subsection 5.

5. State compensation. A municipality that has stabilized property tax for an eligible individual under this chapter may recover from the State 100% of the amount by which the property tax assessed on the homestead of an eligible individual in the usual manner exceeds the stabilized amount of property tax billed under subsection 3. A municipality claiming compensation under this subsection shall submit a claim to the bureau by November 1st of the year in which the property tax was stabilized. The bureau shall review claims and determine the total amount to be paid to each municipality. The bureau shall certify and the Treasurer of State shall pay the amount due to each municipality by January 15th of the year following the year in which the claim for compensation was submitted.

Sec. 2. Appropriations and allocations. The following appropriations and allocations are made.

ADMINISTRATIVE AND FINANCIAL SERVICES, DEPARTMENT OF

Revenue Services, Bureau of 0002

Initiative: Provides funding for one property appraiser, one half-time, temporary property appraiser, mandate reimbursement costs and All Other costs to process and audit applications.

GENERAL FUND	2021-22	2022-23
POSITIONS - LEGISLATIVE COUNT	0.000	1.500
Personal Services	\$0	\$107,624
All Other	\$0	\$207,618
GENERAL FUND TOTAL	\$0	\$315,242

Property Tax Stabilization for Seniors

Recently enacted legislation adds a new property tax relief option for Maine residents 65 years or older.

[PL 2021, c. 751](#) (to be codified at 36 M.R.S. § 6281), requires municipalities to “stabilize” – meaning freeze – the property tax responsibility of eligible taxpayers at the amount billed the preceding tax year. If taxes assessed on eligible property exceed the “stabilized” amount, the state must reimburse municipalities 100% of the difference.

An eligible taxpayer must: (1) be 65 years or older, (2) be a permanent Maine resident as defined in the Maine Resident Homestead Property Tax program (“Homestead Program”), and (3) have owned a qualifying homestead in Maine for at least 10 years prior to application. “Stabilization” applies only to property occupied by an eligible taxpayer which is eligible for a Homestead Program exemption for the property tax year during which stabilization is requested. The law includes no limits on an applicant’s income or the market value of the homestead property.

Taxpayers must annually apply for the program by the December 1st preceding the property tax year (beginning on April 1st) for which stabilization is requested. Eligible taxpayers may also transfer stabilization benefits to new homesteads established within Maine.

Note that the law does *not* freeze an eligible homestead’s property tax valuation or the taxpayer’s tax assessment; municipal assessors must continue to record the property’s just value in each annual property tax commitment. The law merely freezes the amount an eligible taxpayer may be billed by the municipality.

Taxpayers may begin applying for the program upon the law’s effective date (August 8, 2022) until December 1, 2022. However, “stabilization” will first apply only to property taxes committed during calendar year 2023 (based on an assessment date of April 1, 2023). Tax bills issued based on property taxes committed during calendar 2022 will not be affected.

The Maine Revenue Services Property Tax Division plans to issue an application form and program guidance prior to the effective date of the law. Check the MRS website (<https://www.maine.gov/revenue/taxes/property-tax>) for updates. (S.F.P.)

Access the text of the law here: [PL 2021, c. 751](#)